

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

Wednesday, April 24, 2019, 9:00 a.m.  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms



- |   |                                  |
|---|----------------------------------|
| <b>1. Call to Order &amp; Opening Remarks</b>                           | <b>Chair Carlton Christensen</b> |
| <b>2. Pledge of Allegiance</b>  | <b>Chair Carlton Christensen</b> |
| <b>3. Safety First Minute</b>   | <b>Sheldon Shaw</b>              |
| <b>4. Public Comment Period</b>   | <b>Bob Biles</b>                 |
| <b>5. Approval of April 17, 2019 Board Meeting Minutes</b>              | <b>Chair Carlton Christensen</b> |
| <b>6. Agency Report</b>   | <b>Steve Meyer</b>               |
| a. Outreach Plan for Main Street Rail Replacement                       |                                  |
| <b>7. Financial Report – March 2019</b>                                 | <b>Bob Biles</b>                 |
| <b>9. Contracts and Pre-procurements</b>                                |                                  |
| a. Revenue Contract Amendment:<br>University of Utah Ed Pass            | Monica Morton                    |
| b. Change Order: TIGER Phase 2 Amendment 7:<br>Tooele County Bike Lanes | Eddy Cumins                      |
| c. Pre-Procurement: Bond Underwriting                                   | Steve Meyer                      |
| <b>12. Other Business</b>   | <b>Chair Carlton Christensen</b> |
| a. Next meeting: May 1, 2019 at 9:00 a.m.                               |                                  |
| <b>14. Adjourn</b>  | <b>Chair Carlton Christensen</b> |

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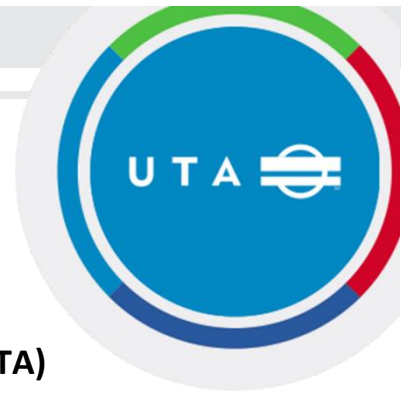
**Public Comment:** Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through [www.rideuta.com](http://www.rideuta.com). In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual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

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

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**Don't let April Showers bring you hospital flowers.  
Stay alert when driving in wet conditions.**





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

**Board Members Present:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

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

**Call to Order, Opening Remarks, and Pledge of Allegiance.** Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. with three board members present. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

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

**Public Comment Period.** No public comment was given. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as an appendix to the minutes of the meeting.

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

## Agency Report.

**Light Rail Overhaul Program.** Steve Meyer, UTA Interim Executive Director, introduced the management team overseeing the light rail overhaul program, including Eddy Cumins, UTA Chief Operating Officer; Jeff LaMora, UTA Light Rail General Manager; and Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. The management team then delivered a presentation on the light rail fleet, overhaul program, and benefits of performing the overhaul work in-house.

Discussion ensued. Questions on revenue sources for performing the overhaul work, ease of maintenance improvements, savings realized from the program, process for determining which vehicles are eligible for overhaul, potential for accelerating the program, costs associated with accelerating the program, impact of overhauls on vehicle life, results from other agencies that are further along than UTA in their vehicle refurbishment programs, and the number of partner agencies with overhaul programs were posed by the board and answered by staff. Trustee Millington asked for additional information on the financial costs to accelerate the overhaul program and the impact on a vehicle's useful life.

**UVX Budget and Right of Way Update.** Mr. Meyer reviewed the overall Utah Valley Express (UVX) budget and the UVX right of way budget. Discussion ensued. Questions on the timeline for project closeout and timeline for finalizing the project's right of way settlements were posed by the board and answered by Mr. Meyer.

**EFC – PMI 2019 Project of the Year Award.** Mr. Meyer announced that the UTA information technology department was recently given the Project Management Institute (PMI) of Northern Utah Chapter Project of the Year Award for its development work on the electronic fare collection system.

**Point of the Mountain Alternatives Analysis.** Mr. Meyer provided clarification on the Point of the Mountain alternatives analysis study discussed during the April 10, 2019 board meeting. He summarized key points related to the study's funding. He stated that all modes, including bus, will be considered in the study. Mr. Meyer then spoke about the importance of UTA's participation in planning efforts to meet the future transportation needs of the rapidly growing Wasatch Front area. He reiterated that UTA is focused on providing service in the present, but still must look at future needs. He also emphasized that the alternative analysis study requires a small investment from UTA to determine the feasibility of alignments to inform land use choices.

Discussion ensued. A question on the timeframe of the process from study to development was posed by the board and answered by Mr. Meyer. Chair Christensen requested an update on planning efforts at the north and south ends of the UTA commuter rail corridor.

**Quarterly Investment Report.** Troy Bingham, UTA Comptroller, summarized the quarterly investment report. Discussion ensued. Questions on the liquidity of the Public Treasurer's Investment Fund, advantages of using one fund over another, and maturities of bonds in the Public Treasurer's Investment Fund were posed by the board and answered by Mr. Bingham.

**Contracts, Disbursements, Change Orders, and Pre-Procurements.**

**Contract: Joint Vendor Managed Inventory (The Aftermarket Parts Co.).** Todd Mills, UTA Senior Supply Chain Manager, described the contract, which allows the agency to procure vendor-managed inventory services to address challenges associated with parts availability for buses. Discussion ensued. Questions on the type of parts included in the contract, UTA's total financial commitment on the contract, impacts to current inventory, and options for reducing prices using current technologies (e.g., 3-D printing) were posed by the board and answered by Mr. Mills.

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

**Discussion Items.**

**Amending Board Policy 4.1.3 – Process for Establishing Board Policies.** Lisa Bohman, UTA Compliance Officer, outlined a proposed process for adopting board policies. Discussion ensued. A question on how the new process differs from past practice was posed by the board and answered by Ms. Bohman. Following the discussion, the board informally agreed to support the policy process as outlined.

**Other Business.**

**Next Meeting.** The next meeting of the board will be on Wednesday, April 24, 2019 at 9:00 a.m.

**Closed Session.** Chair Christensen indicated there was a need for a closed session to discuss strategy related to collective bargaining. A motion for a closed session was made by Trustee

Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 10:01 a.m.

**Open Session.** A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board returned to open session at 11:11 a.m.

**Adjournment.** The meeting was adjourned at 11:12 a.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto:cgriffiths@rideuta.com)  
801.237.1945

*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/528191.html> for entire content.*

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

## APPENDIX

### Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting April 17, 2019

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**Received April 16, 2019:**

I own a commercial building on the corner of 5th South and Main in Bountiful. UTA recently put an improved bus stop ( about 480 south main street) in the Park Strip adjacent to my parking lot. I do not own the land the bus stop is on. It is owned by Bountiful City. Since the bus stop has been built, there is usually some garbage there, and today there is a shopping cart from a grocery store.

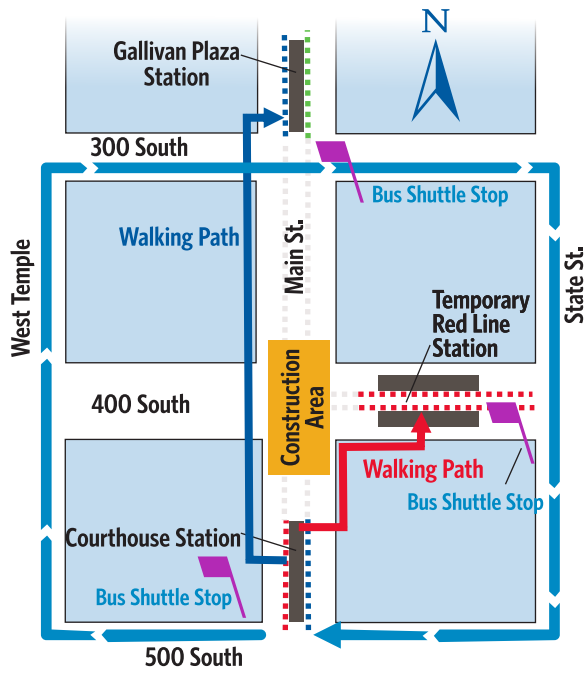
I called the city and they said it was UTA's bus stop, but even though the land didn't belong to me, I would need to clean it up and return the shopping cart since I'm the nearest business. This somehow doesn't right that I am responsible for a public area simply because it is adjacent to my property. I certainly didn't want the bus stop there, and don't want to clean it up.

Could you please explain to me what my rights and responsibilities are in this matter?

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## Phase I May 4-22



### Green Line: (10-15 min delays)

Exit TRAX at Central Pointe Station to transfer to the Blue or Red Line. Exit Courthouse Station to walk\*\* or ride a bus shuttle\* to Gallivan Plaza Station to board the Green Line.

### Blue Line: (10-15 min delays)

Exit TRAX at Courthouse Station to walk\*\* or ride a bus shuttle\* to the Gallivan Plaza Station to board the Blue Line.

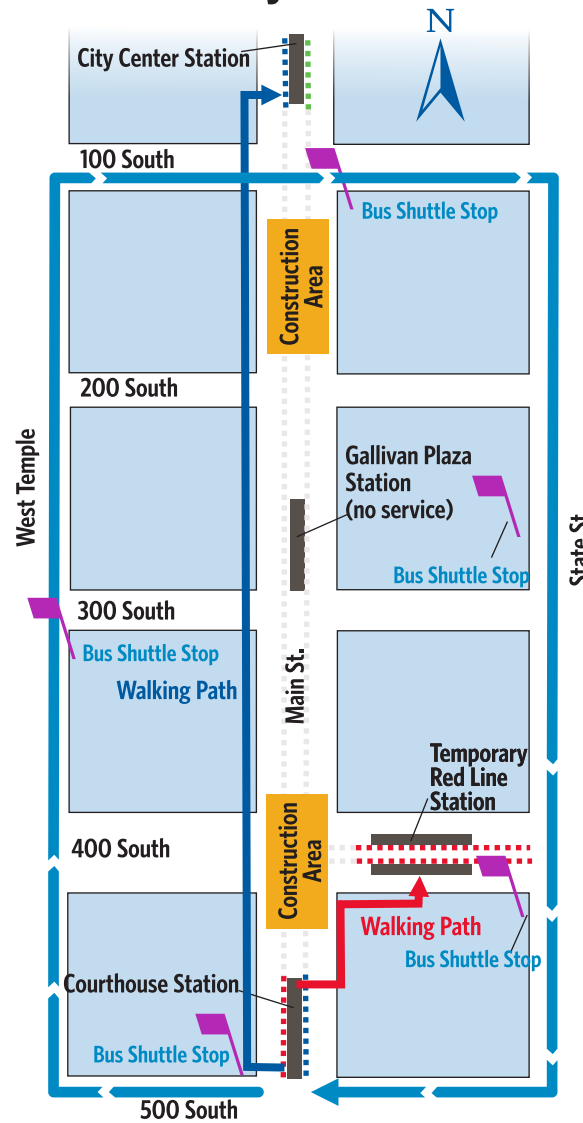
### Red Line: (15-30 min delays)

Exit TRAX at Courthouse Station to walk\*\* or ride a bus shuttle\* to a Temporary Station to board the Red Line to University Medical Center Station.

\* Shuttle runs every 10-15 min From 5:30 a.m. to 11:45 p.m.

\*\* Walking takes 5 to 10 minutes

## Phase II May 23-28



## Phase II May 23-28

### Green Line: (10-15 min delays)

Exit TRAX at Central Pointe Station to transfer to the Blue Line. Exit at Courthouse Station to walk\*\* or ride a bus shuttle\* to City Center Station to board the Green Line.

### Blue Line: (10-15 min delays)

Exit TRAX at Courthouse Station to walk\*\* or ride a bus shuttle\* to City Center Station to board the Blue Line.

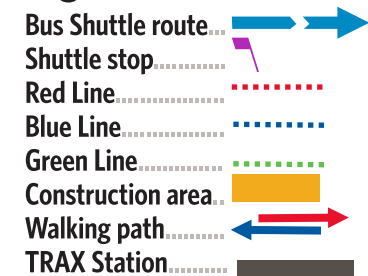
### Red Line: (15-30 min delays)

Exit TRAX at Courthouse Station to walk\*\* or ride a bus shuttle\* to a Temporary Station to board the Red Line to University Medical Center Station

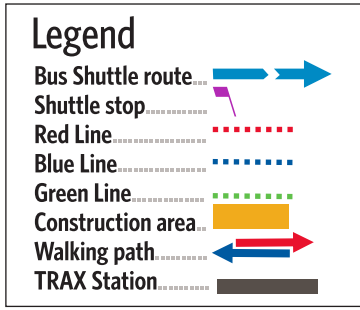
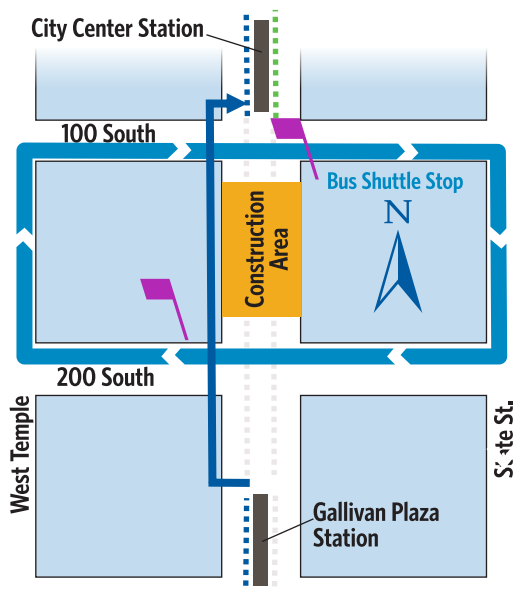
\* Shuttle runs every 10-15 min From 5:30 a.m. to 11:45 p.m.

\*\* Walking takes 5 to 10 minutes

### Legend



# Phase III May 28-June 2



**Green Line:** (10-15 min delays)  
Exit TRAX at Central Pointe Station to transfer to the Blue Line. Exit at Gallivan Plaza Station to walk\*\* or ride a bus shuttle\* to City Center to board the Green Line.

**Blue Line:** (10-15 min delays)  
Exit TRAX at Gallivan Plaza Station to walk\*\* or ride a bus shuttle\* to the City Center Station to board the the Blue Line

**Red Line:** (5-10 min delays)  
Construction on this line is completed. Red line serves all stations.

\* Shuttle runs every 10-15 min From 5:30 a.m. to 11:45 p.m.  
\*\* Walking takes 5 to 10 minutes

**FrontRunner: (no delays)**

During the TRAX rail replacement construction, if your destination is north of 400 South: Exit at North Temple Station to catch Green Line for City Center and Gallivan Plaza Stations.

If your destination is South of 400 South, use stations south of Salt Lake Central Station if possible.

For help in planning your trips call 801-RIDE-UTA (801-743-3882)

**All downtown Salt Lake businesses will be open during construction!!!**

For more info: [ride.uta.com/construction](http://ride.uta.com/construction)

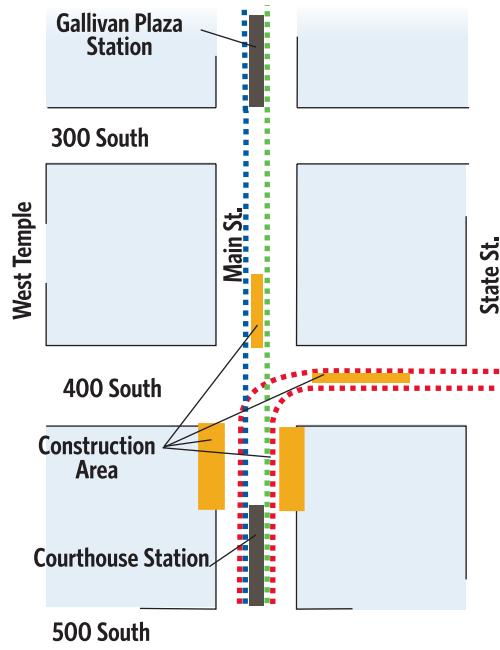


## Rail Replacement Construction

### May 4 - June 2

UTA will be replacing rails and switches in two areas between City Center and Courthouse Stations on Main Street. The work will occur in the intersections at 400 S. Main Street and at 150 S. Main St. Use the following maps, expected delay times and dates to plan your travel.

## Pre-construction Apr 15 - May 3



### Construction Hours:

11 p.m. to 5 a.m.  
Mobile sound screen will be used to reduce noise

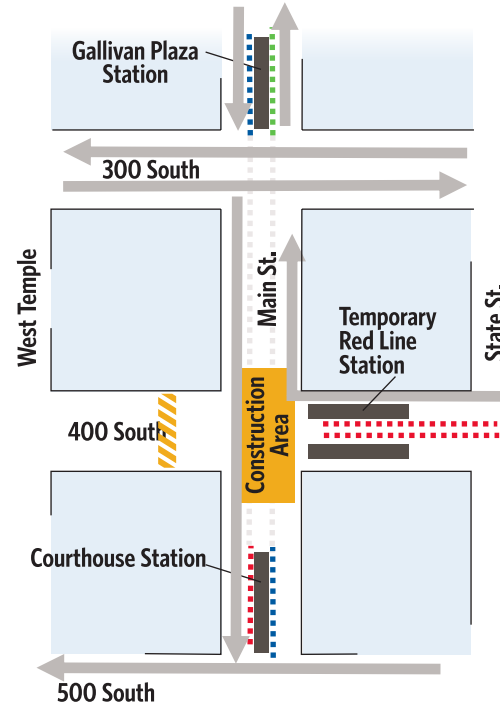
### Construction Location:

400 South and Main Street intersection

### Vehicle Options:

Full access to all roads from 5 a.m. to 11 p.m.  
Possible single lane closures from 11 p.m. to 5 a.m.

## Phase I May 4-22



### Construction Hours:

24 hours, 7 days a week

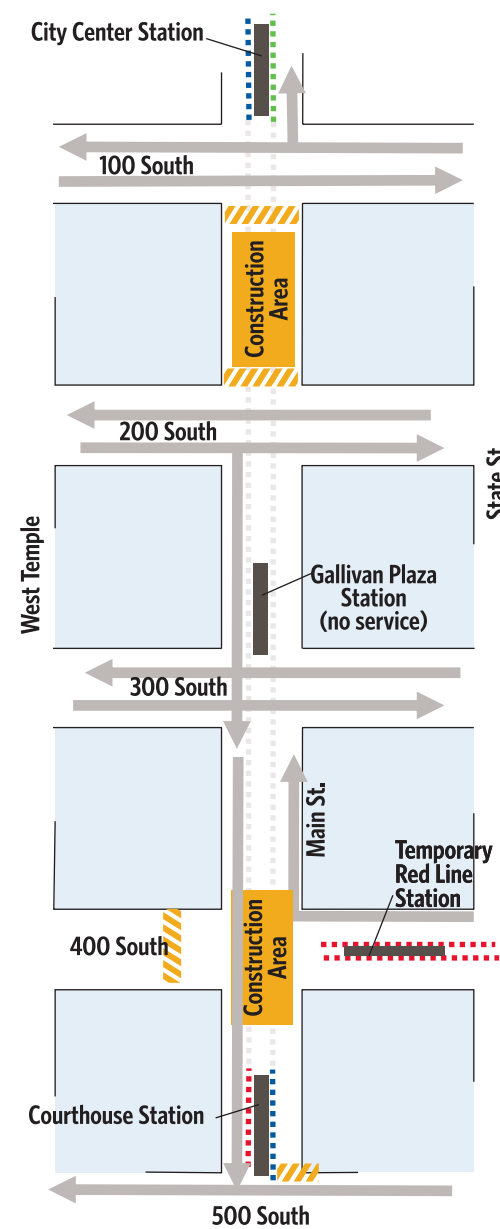
### Construction Location:

400 South and Main Street intersection

### Vehicle Options:

- Southbound - all streets open
- Northbound use West Temple or State Street
- Westbound use 200 South, 300 South or 500 South
- Eastbound use 200 South, 300 South or 600 South

## Phase II May 23-28



### Construction Hours:

24 hours, 7 days a week  
Mobile sound screen will be used to reduce noise

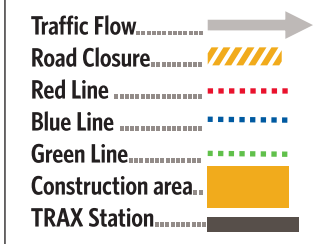
### Construction Location:

400 South and Main Street intersection  
150 South Main Street

### Vehicle Options:

- Southbound - all streets open
- Northbound use West Temple or State Street
- Westbound use 100 South, 200 South, 300 South or 500 South.
- Eastbound use 100 South, 200 South, 300 South or 600 South

## Legend



# Rail Replacement Construction

May 4 - June 2

UTA will be replacing rails and switches on Main Street between City Center and Courthouse Stations. The work will occur in the intersections of 400 S. Main Street and at 150 S. Main Street. Use the following maps and time frames to plan your travel.



**All downtown Salt Lake businesses will be open during construction.**

**For more info:**  
[rideuta.com/construction](http://rideuta.com/construction)



## Phase III May 28-June 2

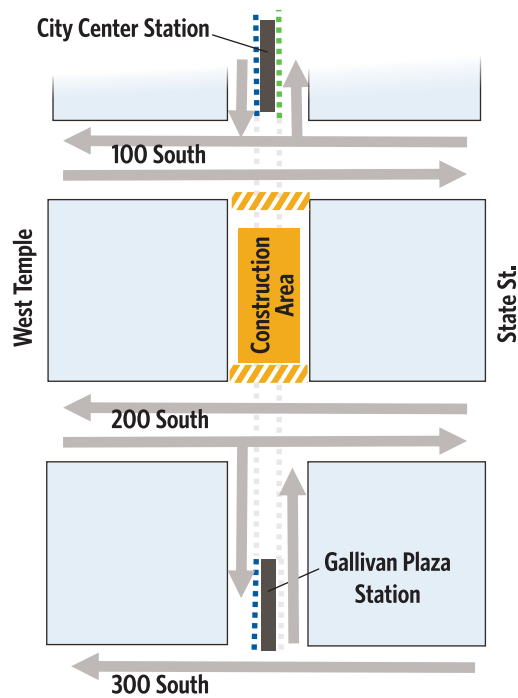
**Construction Hours:**  
24 hours

**Construction Location:**  
150 South Main Street








**Travel Options:**

- South, East, Westbound - all streets are open.
- Northbound use West Temple or State Street

## Phase III May 28-June 2



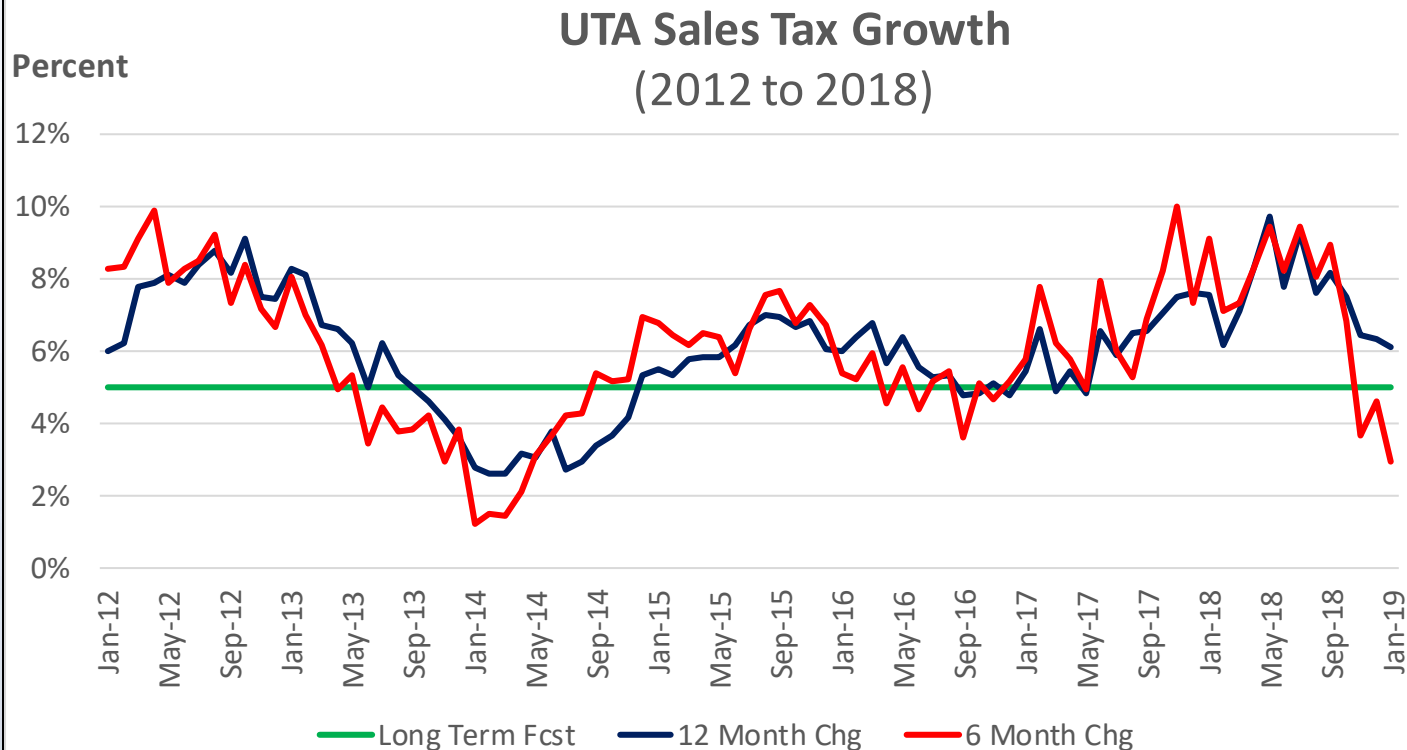
**Legend**

- Traffic Flow..... 
- Road Closure..... 
- Red Line..... 
- Blue Line..... 
- Green Line..... 
- Construction area... 
- TRAX Station..... 

# UTA Board Dashboard:

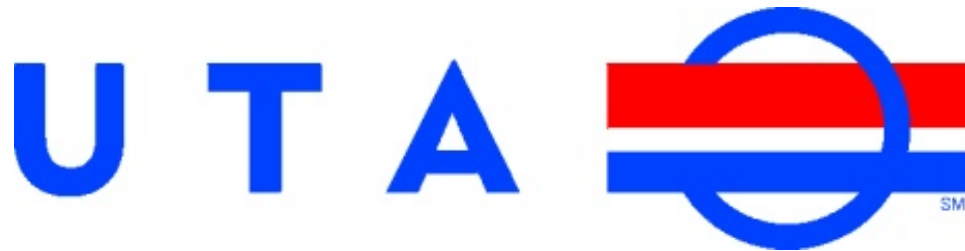
## March 2019

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	Mar Actual	Mar Budget	(Unfav)	%	YTD Actual	YTD Budget	(Unfav)	%
Sales Tax (January '19 mm \$)	\$ 21.6	\$ 20.6	\$ 1.02	4.9%	\$ 21.6	\$ 20.6	\$ 1.02	4.9%
Fare Revenue (mm)	\$ 5.7	\$ 4.5	\$ 1.24	27.6%	\$ 13.8	\$ 13.5	\$ 0.27	2.0%
Operating Exp (mm)	\$ 23.4	\$ 24.3	\$ 0.93	3.8%	\$ 69.3	\$ 73.3	\$ 3.98	5.4%
Subsidy Per Rider (SPR)	\$ 4.68	\$ 5.40	\$ 0.72	13.3%	\$ 5.03	\$ 5.40	\$ 0.37	6.9%
UTA Diesel Price (\$/gal)	\$ 2.07	\$ 2.50	\$ 0.43	17.1%	\$ 1.91	\$ 2.50	\$ 0.59	23.8%
Operating Metrics	Mar Actual	Mar-18	F/ (UF)	%	YTD Actual	YTD 2018	F/ (UF)	%
Ridership (mm)	3.77	3.82	(0.1)	-1.3%	11.05	10.98	0.1	0.6%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.78					



**Utah Transit Authority**  
**Financial Statement**  
(Unaudited)

March 31, 2019



KEY ITEM REPORT  
(UNAUDITED)  
As of March 31, 2019

EXHIBIT 1-1

	2019 YTD ACTUAL	2019 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 70,424,623	\$ 69,406,656	\$ 1,017,967	1%
2 Passenger Revenue	13,753,002	13,484,019	268,983	2%
3 Other Revenue	17,581,870	20,191,251	(2,609,381)	-13%
4 <b>Total Revenue</b>	<b>101,759,495</b>	<b>103,081,926</b>	<b>(1,322,431)</b>	<b>-1%</b>
5 Net Operating Expenses	(69,297,287)	(73,280,358)	3,983,071	5%
<b>Net Operating Income (Loss)</b>	<b>32,462,208</b>	<b>29,801,568</b>	<b>2,660,640</b>	<b>9%</b>
6 Debt Service	36,704,658	36,721,259	16,601	0%
7 Other Non-Operating Expenses	1,044,877	1,508,745	463,868	31%
8 Sale of Assets	(896,094)	-	896,094	
9 <b>Contribution to Capital Reserves</b>	<b>\$ (4,391,233)</b>	<b>\$ (8,428,435)</b>	<b>\$ 4,037,202</b>	
10 Bond Debt Service - Series 2016 UT COUNTY	498,356			
11 Amortization	(1,608,471)			
12 Depreciation	34,290,790			
13 <b>Total Non-cash Items</b>	<b>\$ 33,180,675</b>			

GOALS

RIDERSHIP

2018 Actual	March 2019	March 2018	Difference	2019 YTD	2018 YTD	Difference
14 44,200,955	3,766,450	3,816,985	-50,535	11,050,884	10,982,139	68,745

OPERATING SUBSIDY PER RIDER -

	SPR
16 Net Operating Expense	\$ 69,297,287
17 Less: Passenger Revenue	(13,753,002)
18 Subtotal	55,544,285
19 Divided by: Ridership	÷ 11,050,884
20 Subsidy per Rider	\$ 5.03

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of March 31, 2019

**BALANCE SHEET**

	<u>3/31/2019</u>	<u>3/31/2018</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 13,761,605	\$ 9,340,774
2 Investments (Unrestricted)	98,433,968	78,732,902
3 Investments (Restricted)	135,327,399	186,384,594
4 Receivables	60,900,694	53,534,628
5 Receivables - Federal Grants	15,199,304	17,174,952
6 Inventories	35,840,354	33,996,454
7 Prepaid Expenses	1,452,483	1,378,075
<b>8 TOTAL CURRENT ASSETS</b>	<b><u>\$ 360,915,807</u></b>	<b><u>\$ 380,542,379</u></b>
9 Property, Plant & Equipment (Net)	3,056,885,774	3,046,353,194
10 Other Assets	149,550,552	147,879,409
<b>11 TOTAL ASSETS</b>	<b><u>\$ 3,567,352,133</u></b>	<b><u>\$ 3,574,774,982</u></b>
12 Current Liabilities	\$ 25,045,535	\$ 21,965,592
13 Other Liabilities	270,053,578	280,189,785
14 Net Pension Liability	131,069,664	100,876,554
15 Outstanding Debt	2,206,001,851	2,214,859,080
16 Equity	935,181,505	956,883,971
<b>17 TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,567,352,133</u></b>	<b><u>\$ 3,574,774,982</u></b>

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>		
18 Debt Service Reserves	34,304,301	36,174,524
19 2018 Bond Proceeds	41,399,757	59,928,106
20 Debt Service Interest Payable	35,937,936	28,984,205
21 Risk Contingency	7,773,295	7,569,731
22 Box Elder County ROW (sales tax)	7,173,997	6,359,998
23 Mountain Accord	-	149,735
24 Joint Insurance Trust	4,168,050	3,894,919
25 UT County Bond Proceeds	922	11,927,995
26 SL County Escrow (Streetcar Double Track)	572,016	
27 Amounts held in escrow	3,997,125	31,395,381
<b>28 TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 135,327,399</u></b>	<b><u>\$ 186,384,594</u></b>
<b>DESIGNATED OPERATING RESERVES</b>		
29 Service Stabilization Reserve	\$ 15,272,000	\$ 13,916,046
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	28,507,000	25,976,619
33 Early Debt Retirement Reserve	53,373,497	25,120,649
<b>34 TOTAL DESIGNATED OPERATING RESERVES</b>	<b><u>\$ 102,067,497</u></b>	<b><u>\$ 69,928,314</u></b>
<b>35 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 237,394,896</u></b>	<b><u>\$ 256,312,908</u></b>



SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of March 31, 2019

REVENUE & EXPENSES

	ACTUAL Mar-19	ACTUAL Mar-18	YTD 2019	YTD 2018
<b>REVENUE</b>				
1 Passenger Revenue	\$ 5,736,318	\$ 3,950,890	\$ 13,753,002	\$ 12,566,520
2 Advertising Revenue	204,165	200,000	612,500	600,000
3 Investment Revenue	697,927	172,112	1,476,391	860,011
4 Sales Tax	28,753,587	27,142,378	70,424,623	65,855,213
5 Other Revenue	185,592	155,547	467,420	448,101
6 Fed Operations/Preventative Maint.	5,046,652	5,161,003	15,025,559	15,491,554
7 <b>TOTAL REVENUE</b>	<b>\$ 40,624,241</b>	<b>\$ 36,781,930</b>	<b>\$ 101,759,495</b>	<b>\$ 95,821,399</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 8,076,555	\$ 8,055,150	\$ 25,081,330	\$ 23,000,507
9 Commuter Rail	1,784,135	2,015,728	5,573,004	5,501,802
10 Light Rail	3,340,671	3,499,396	9,712,212	9,682,908
11 Maintenance of Way	1,434,613	1,352,071	4,313,546	3,922,279
12 Paratransit Service	1,582,581	1,763,558	5,090,788	5,114,228
13 RideShare/Van Pool Services	242,681	258,874	736,200	583,771
14 Operations Support	4,114,428	3,905,073	11,740,979	11,089,796
15 Administration	2,782,949	2,548,763	7,049,228	7,077,433
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 23,358,613</b>	<b>\$ 23,398,613</b>	<b>\$ 69,297,287</b>	<b>\$ 65,972,724</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 17,265,628</b>	<b>\$ 13,383,317</b>	<b>\$ 32,462,208</b>	<b>\$ 29,848,675</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 325,901	\$ 310,644	\$ 1,044,877	\$ 1,016,535
19 Bond Principal	1,222,902	1,533,333	10,809,537	13,349,999
20 Bond Interest	7,964,237	7,443,304	23,892,711	22,675,957
21 Bond Cost of Issuance/Fees	-	1,060,484	1,500	1,060,484
22 Lease Cost	778,171	514,896	2,000,910	1,544,812
23 Sale of Assets	-	143,787	(896,094)	(3,768,553)
24 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 10,291,211</b>	<b>\$ 11,006,448</b>	<b>\$ 36,853,441</b>	<b>\$ 35,879,234</b>
25 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ 6,974,417</b>	<b>\$ 2,376,869</b>	<b>\$ (4,391,233)</b>	<b>\$ (6,030,559)</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
26 Bond Debt Service - Series 2007A CAB		\$ 35,736		\$ 69,070
27 Bond Debt Service - Series 2016 UT COUNTY	\$ 165,805		\$ 498,356	
28 Bond Premium/Discount Amortization	(1,316,757)	(1,271,070)	(3,857,661)	(3,037,982)
29 Bond Refunding Cost Amortization	682,154	683,649	2,046,461	2,050,947
30 Future Revenue Cost Amortization	67,577	67,576	202,729	202,728
31 Depreciation	10,289,073	11,472,957	34,290,790	34,784,389
32 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 9,887,852</b>	<b>\$ 10,988,848</b>	<b>\$ 33,180,675</b>	<b>\$ 34,069,152</b>

ACTUAL REPORT  
(UNAUDITED)  
As of March 31, 2019

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Mar-18	Mar-18	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 5,736,318	\$ 4,494,874	\$ 1,241,444	28%
2 Advertising Revenue	204,165	204,167	(2)	0%
3 Investment Revenue	697,927	715,167	(17,240)	-2%
4 Sales Tax	28,753,587	27,735,620	1,017,967	4%
5 Other Revenue	185,592	295,417	(109,825)	-37%
6 Fed Operations/Preventative Maint.	5,046,652	5,515,667	(469,015)	-9%
7 <b>TOTAL REVENUE</b>	<b>\$ 40,624,241</b>	<b>\$ 38,960,911</b>	<b>\$ 1,663,330</b>	<b>4%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 8,076,555	\$ 8,699,654	\$ 623,099	7%
9 Commuter Rail	1,784,135	2,038,563	254,428	12%
10 Light Rail	3,340,671	2,990,132	(350,539)	-12%
11 Maintenance of Way	1,434,613	1,507,720	73,107	5%
12 Paratransit Service	1,582,581	1,903,825	321,244	17%
13 RideShare/Van Pool Services	242,681	268,420	25,739	10%
14 Operations Support	4,114,428	3,992,433	(121,995)	-3%
15 Administration	2,782,949	2,885,246	102,297	4%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 23,358,613</b>	<b>\$ 24,285,993</b>	<b>\$ 927,379</b>	<b>4%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 17,265,628</b>	<b>\$ 14,674,919</b>	<b>\$ 2,590,709</b>	<b>18%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 325,901	\$ 502,915	\$ 177,014	35%
19 Bond Principal	1,222,902	1,222,902	-	0%
20 Bond Interest	7,964,237	7,964,237	0	0%
21 Bond Cost of Issuance/Fees	-	16,600	16,600	100%
22 Lease Cost	778,171	778,171	-	0%
23 Sale of Assets	-	-	-	
24 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 10,291,211</b>	<b>\$ 10,484,825</b>	<b>\$ 193,614</b>	<b>2%</b>
25 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ 6,974,417</b>	<b>\$ 4,190,093</b>	<b>\$ 2,784,324</b>	<b>-66%</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	165,805			
28 Bond Premium/Discount Amortization	(1,316,757)			
29 Bond Refunding Cost Amortization	682,154			
30 Future Revenue Cost Amortization	67,577			
31 Depreciation	10,289,073			
32 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 9,887,852</b>			

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of March 31, 2019

YEAR TO DATE

	ACTUAL Mar-19	BUDGET Mar-19	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 13,753,002	\$ 13,484,019	\$ 268,983	2%
2 Advertising Revenue	612,500	612,501	(1)	0%
3 Investment Revenue	1,476,391	2,145,500	(669,109)	-31%
4 Sales Tax	70,424,623	69,406,656	1,017,967	1%
5 Other Revenue	467,420	886,250	(418,830)	-47%
6 Fed Operations/Preventative Maint.	15,025,559	16,547,000	(1,521,441)	-9%
7 <b>TOTAL REVENUE</b>	<b>\$ 101,759,495</b>	<b>\$ 103,081,926</b>	<b>\$ (1,322,431)</b>	<b>-1%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 25,081,330	\$ 25,835,889	\$ 754,559	3%
9 Commuter Rail	5,573,004	6,020,691	447,687	7%
10 Light Rail	9,712,212	8,970,396	(741,816)	-8%
11 Maintenance of Way	4,313,546	4,458,730	145,184	3%
12 Paratransit Service	5,090,788	5,711,307	620,519	11%
13 RideShare/Van Pool Services	736,200	805,260	69,060	9%
14 Operations Support	11,740,979	12,029,101	288,122	2%
15 Administration	7,049,228	9,448,984	2,399,756	25%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 69,297,287</b>	<b>\$ 73,280,358</b>	<b>\$ 3,983,071</b>	<b>5%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 32,462,208</b>	<b>\$ 29,801,568</b>	<b>\$ 2,660,640</b>	<b>9%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 1,044,877	\$ 1,508,745	\$ 463,868	31%
19 Bond Principal	10,809,537	10,809,537	-	0%
20 Bond Interest	23,892,711	23,892,712	1	0%
21 Bond Cost of Issuance/Fees	1,500	18,100	16,600	92%
22 Lease Cost	2,000,910	2,000,910	-	0%
23 Sale of Assets	(896,094)	-	896,094	
24 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 36,853,441</b>	<b>\$ 38,230,004</b>	<b>\$ 1,376,563</b>	<b>4%</b>
25 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ (4,391,233)</b>	<b>\$ (8,428,435)</b>	<b>\$ 4,037,202</b>	<b>48%</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	498,356			
28 Bond Premium/Discount Amortization	(3,857,661)			
29 Bond Refunding Cost Amortization	2,046,461			
30 Future Revenue Cost Amortization	202,729			
31 Depreciation	34,290,790			
32 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 33,180,675</b>			

CAPITAL PROJECTS  
(UNAUDITED)  
As of March 31, 2019

EXHIBIT 1-6

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	2019 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 378,246	\$ 10,290,000	3.7%
2 INFORMATION TECHNOLOGY	341,223	11,120,532	3.1%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	76,312	2,547,169	3.0%
4 CAPITAL PROJECTS	4,407,810	69,212,295	6.4%
5 PROVO OREM BRT	759,904	2,500,000	30.4%
6 AIRPORT STATION RELOCATION	152,016	2,650,000	5.7%
7 STATE OF GOOD REPAIR	2,408,055	28,046,172	8.6%
8 TIGER	102,475	15,012,832	0.7%
9 TOTAL	<u>\$ 8,626,040</u>	<u>\$ 141,379,000</u>	6.1%
<b>REVENUES</b>			
10 GRANT	\$ 2,540,047	\$ 50,031,000	5.1%
11 PROVO-OREM TRIP	-	2,500,000	0.0%
12 LEASES (PAID TO DATE)	299,590	10,090,000	3.0%
13 BONDS	1,680,885	16,520,000	10.2%
14 LOCAL PARTNERS	604,267	15,686,000	3.9%
15 UTA FUNDING	3,501,251	46,552,000	7.5%
16 TOTAL	<u>\$ 8,626,040</u>	<u>\$ 141,379,000</u>	6.1%

As of March 31, 2019

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Mar-19	Mar-18	2019	2018
<b>UTA</b>				
Fully Allocated Costs	23,358,613	23,398,613	69,297,287	65,972,725
Passenger Farebox Revenue	5,736,112	3,950,891	13,752,872	12,566,521
Passengers	3,766,450	3,816,985	11,050,884	10,982,139
Farebox Recovery Ratio	24.6%	16.9%	19.8%	19.0%
Actual Subsidy per Rider	\$4.68	\$5.10	\$5.03	\$4.86
<b>BUS SERVICE</b>				
Fully Allocated Costs	11,091,018	10,891,108	33,284,986	30,943,629
Passenger Farebox Revenue	2,350,889	1,520,681	5,881,504	5,103,866
Passengers	1,751,802	1,658,400	5,158,580	4,819,439
Farebox Recovery Ratio	21.2%	14.0%	17.7%	16.5%
Actual Subsidy per Rider	\$4.99	\$5.65	\$5.31	\$5.36
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	6,866,962	6,809,924	19,647,722	19,052,924
Passenger Farebox Revenue	1,918,602	1,303,258	4,389,278	4,270,949
Passengers	1,417,872	1,567,294	4,130,677	4,436,492
Farebox Recovery Ratio	27.9%	19.1%	22.3%	22.4%
Actual Subsidy per Rider	\$3.49	\$3.51	\$3.69	\$3.33
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,174,178	3,305,561	9,443,929	9,184,406
Passenger Farebox Revenue	502,472	426,114	1,271,425	1,359,802
Passengers	436,191	417,700	1,273,252	1,207,127
Farebox Recovery Ratio	15.8%	12.9%	13.5%	14.8%
Actual Subsidy per Rider	\$6.13	\$6.89	\$6.42	\$6.48
<b>PARATRANSIT</b>				
Fully Allocated Costs	1,785,973	1,942,039	5,614,951	5,609,797
Passenger Farebox Revenue	613,113	372,142	1,169,876	851,525
Passengers	70,542	74,187	208,950	213,121
Farebox Recovery Ratio	34.3%	19.2%	20.8%	15.2%
Actual Subsidy per Rider	\$16.63	\$21.16	\$21.27	\$22.33
<b>RIDESHARE</b>				
Fully Allocated Costs	440,481	449,981	1,305,699	1,181,969
Passenger Farebox Revenue	351,036	328,696	1,040,790	980,378
Passengers	90,043	99,404	279,426	305,960
Farebox Recovery Ratio	79.7%	73.0%	79.7%	82.9%
Actual Subsidy per Rider	\$0.99	\$1.22	\$0.95	\$0.66

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Mar-19	Mar-18	2019	2018
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$11,091,018	\$10,891,108	\$33,284,986	\$30,943,629
Light Rail Service	\$6,866,962	\$6,809,924	\$19,647,722	\$19,052,924
Commuter Rail Service	\$3,174,178	\$3,305,561	\$9,443,929	\$9,184,406
Paratransit	\$1,785,973	\$1,942,039	\$5,614,951	\$5,609,797
Rideshare	\$440,481	\$449,981	\$1,305,699	\$1,181,969
<b>UTA</b>	<b>\$23,358,613</b>	<b>\$23,398,613</b>	<b>\$69,297,287</b>	<b>\$65,972,725</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$2,350,889	\$1,520,681	\$5,881,504	\$5,103,866
Light Rail Service	\$1,918,602	\$1,303,258	\$4,389,278	\$4,270,949
Commuter Rail Service	\$502,472	\$426,114	\$1,271,425	\$1,359,802
Paratransit	\$613,113	\$372,142	\$1,169,876	\$851,525
Rideshare	\$351,036	\$328,696	\$1,040,790	\$980,378
<b>UTA</b>	<b>\$5,736,112</b>	<b>\$3,950,891</b>	<b>\$13,752,872</b>	<b>\$12,566,521</b>
<b>PASSENGERS</b>				
Bus Service	1,751,802	1,658,400	5,158,580	4,819,439
Light Rail Service	1,417,872	1,567,294	4,130,677	4,436,492
Commuter Rail Service	436,191	417,700	1,273,252	1,207,127
Paratransit	70,542	74,187	208,950	213,121
Rideshare	90,043	99,404	279,426	305,960
<b>UTA</b>	<b>3,766,450</b>	<b>3,816,985</b>	<b>11,050,884</b>	<b>10,982,139</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	21.2%	14.0%	17.7%	16.5%
Light Rail Service	27.9%	19.1%	22.3%	22.4%
Commuter Rail Service	15.8%	12.9%	13.5%	14.8%
Paratransit	34.3%	19.2%	20.8%	15.2%
Rideshare	79.7%	73.0%	79.7%	82.9%
<b>UTA</b>	<b>24.6%</b>	<b>16.9%</b>	<b>19.8%</b>	<b>19.0%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$4.99	\$5.65	\$5.31	\$5.36
Light Rail Service	\$3.49	\$3.51	\$3.69	\$3.33
Commuter Rail Service	\$6.13	\$6.89	\$6.42	\$6.48
Paratransit	\$16.63	\$21.16	\$21.27	\$22.33
Rideshare	\$0.99	\$1.22	\$0.95	\$0.66
<b>UTA</b>	<b>\$4.68</b>	<b>\$5.10</b>	<b>\$5.03</b>	<b>\$4.86</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of March 31, 2019

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government <sup>1</sup>	\$ 15,199,304	\$ 15,199,304				
2 Local Contributions <sup>2</sup>	48,776,501	48,776,501				
3 Warranty Recovery	1,100,976	1,100,976				
4 Product Sales and Development	4,983,048	4,402,234	499,730	40,932	34,025	6,127
5 Pass Sales	472,968	306,610	126,152	(35,093)	4,623	70,676
6 Property Management	80,566	48,633	12,580	-	-	19,353
7 Vanpool/Rideshare	45,961	(906)	3,907	4,403	19,198	19,359
8 Capital Development Agreements	1,763,056	828,351	438,137	432,600	63,608	360
9 Mobility Management	6,700	-	5,000			1,700
10 Paratransit	11,250	11,250				
11 Other <sup>3</sup>	3,659,668	3,659,668				
12 <b>Total</b>	<b>\$ 76,099,998</b>	<b>\$ 74,332,621</b>	<b>\$ 1,085,506</b>	<b>\$ 442,842</b>	<b>\$ 121,454</b>	<b>\$ 117,575</b>

Percentage Due by Aging

13 Federal Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions <sup>2</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	88.3%	10.0%	0.8%	0.7%	0.1%	
17 Pass Sales	64.8%	26.7%	-7.4%	1.0%	14.9%	
18 Property Management	60.4%	15.6%	0.0%	0.0%	24.0%	
19 Vanpool/Rideshare	-2.0%	8.5%	9.6%	41.8%	42.1%	
20 Capital Development Agreements	47.0%	24.9%	24.5%	3.6%	0.0%	
21 Mobility Management	0.0%	74.6%	0.0%	0.0%	25.4%	
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 <b>Total</b>		<b>97.7%</b>	<b>1.4%</b>	<b>0.6%</b>	<b>0.2%</b>	<b>0.2%</b>

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

<sup>2</sup> Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

<sup>3</sup> Build American Bond Tax Credits, fuel tax credit





## Detailed Contract Description & Purpose

**Board Review Date:** Wednesday, April 24, 2019      **Document Type:** Revenue Contract

**Action Requested:** Motion to approve the contract or change order

**Criteria:** Contract is > \$1,000,000

**Contract Title:** Ed Pass University of Utah

UT-12-075JL-  
Contract Amendment

**Contract #** 3

**Project Manager:** Kensey Kunkel

**Contract Administrator:** Kensey Kunkel

**Impacted Areas:** NA

**Included in budget?** Yes

**Procurement method:**

**Contract Partner:** University of Utah

**Sole-Source Reason:** N/A

**Current Contract Value** \$ 50,138,410.00

**Amendment Value** \$ (1,430,101.00)

**Total Contract Value** \$ 48,708,309.00

**Contract term (Months)** 120

**Contract Start Date** 8/1/2012

**Contract options (Months)**

**Contract End Date:** 7/31/2022

**Number of responding firms:** NA

**\$ Value of Next Lowest Bidder** NA

### General Description & Purpose:

This is an amendment to the Ed Pass Agreement between the University of Utah ("U of U") and Utah Transit Authority. This contract amendment eliminates annual increases of the base rate per user and holds it constant at \$110.95 for the remaining three years of the contract. It also establishes a contract term date through July 31, 2022.

NOTE: The current Ed Pass Agreement is a 10 year contract that started in August 2012. The yearly contract amount is calculated using a set base rate per user multiplied by the total authorized users and varies each year. The base rate increases an average of 5% year over year and is found in Exhibit B of the contract. The contract included annual increases to account for increased operating costs and anticipated changes to public fare pricing.

The base rate per user for the 2012/2013 school year was \$82.79 and the total authorized users was 44,642. The annual contract amount was \$3,695,911. Assuming the authorized user count remained the same for 10 years, the contract value was \$46,172,328.

The base rate per user for the 2018/2019 school year is \$110.95 and the total authorized users has increased to 52,308. The annual contract amount is \$5,803,573. Assuming the authorized user count remained the same for last three years of the contract, the contract value is \$50,138,410.

UTA anticipated several fare increases over the 10 year contract term but many of them were not implemented. In order to keep the contract price equitable for the remaining term of the contract UTA will hold the pass price steady for the next three years. By holding the base rate per user constant at \$110.95, and assuming the authorized user count is the same, the contract value will be \$48,708,309. By comparing the current contract value of \$50,138,410 to the new contract value of \$48,708,309 revenue will decrease by \$1,430,101. Changes to the authorized user count are unknown and not factored in.

The original contract and previous amendments are attached for your reference following the amendment 3 currently under consideration.

**Attachments:** Contract routing sheet      Yes

Other attachments? (routing sheet, amendment 3, original contract and previous amendments)



## CONTRACT ROUTING SHEET Business Development and Sales (7200)

### CONTRACT SECTION

1) Contract No. UT-12-075JL- Cont (Assigned by Laserfische) Contract Administrator: Kensey Kunkel

2) Contract Type Employer 2a). Contract Sub-Category Custom Contract

3) Institution Title University of Utah

4) Description / Purpose Ed Pass Contract Amendment 3  
(of contract or project)

5) Contract Dates Beginning: 08/01/12 Ending: 07/31/22

6) Option to renew?  Yes  No Renewal terms

### FINANCIAL SECTION

7) Total Board Approval Amount:

7a) Current Contract Value:	\$ 50,138,410.00
7b) Amendment Amount:	\$ (1,430,101.00)
7d) New Contract Value (including all amendments)	\$ 48,708,309.00

7e) Is the amount an estimate?  Yes  No  
(Estimate if per transaction cost)

7f) If estimated, how was the estimate calculated? 2012/13- 2018/19 are based on actual revenue received. The remaining 3 years of the contract were estimated using the # of authorized users as reported in the 2018/19 contract year (52,308) at the rate of \$110.05.

8) Account Code 1000.40252-Education

### SIGNATURE SECTION

	Route to?	Initials	
<del>Attorney/Legal</del> <i>Compliance</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>LB</u>	<u>Lisa Bohman</u>
Up to \$10K Manager/Program Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No		<u>Kensey Kunkel</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>MM</u>	<u>Monica Moran</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>RB</u>	<u>Richard K. Bales</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Steve Meyer</u>
Over \$200K Board Approval*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>

April 10, 2019

University of Utah  
1901 South Campus Drive, Rm. 101  
Salt Lake City, Utah 84112

RE: Agreement No. UT-12-075JL

Contract Amendment No. 3

Dear Mr. Combe,

The purpose of this letter is to amend the Current Education Pass Agreement (“Agreement”) between the University of Utah (“University”) and Utah Transit Authority (“UTA”) dated August 1, 2012, Contract Number UT-12-075JL. The parties previously entered into Contract Amendment No. 1 and Contract Amendment No. 2.

This letter (“Amendment No. 3”) shall amend the Agreement as follows:

The term of this Agreement shall be from the Effective Date to July 31, 2022.

Exhibit B to the Agreement dated August 1, 2012 shall be replaced by Amended Exhibit B dated April 10, 2019 attached hereto.

Except as expressly amended hereby, the Agreement shall continue in full force and effect as originally entered into. If you are in agreement with this third amendment, please have the University of Utah’s authorized representative sign on the line indicated below. Please keep one original for your records and return the other original to UTA, Attention: Kensey Kunkel, 669 West 200 South, Salt Lake City, Utah 84101.

UNIVERSITY OF UTAH

UTAH TRANSIT AUTHORITY

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

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

Print Name \_\_\_\_\_

W. Steve Meyer  
Interim Executive Director

Title \_\_\_\_\_

By: Bob Biles Date: 4/18/19  
Robert K. Biles  
Chief Financial Officer (ACTING CFO)

Approved as to Form:  
Li B. Peterson  
UTA Compliance Officer

**Amended Exhibit "B"**

Base Purchase Price  
For  
University of Utah Transit Authority Year 2012-2022  
April 10, 2019

Contract Years	Adjustment %	Population of Authorized Users	Price per Pass	Base Purchase Price (Projected)
Y1 2012/13	5.75%	44,642	\$ 82.79	\$ 3,695,911
Y2 2013/14	5%	TBD	\$ 86.93	\$ 3,880,729
Y3 2014/15	5%	TBD	\$ 91.28	\$ 4,074,922
Y4 2015/16	5%	TBD	\$ 95.84	\$ 4,278,489
Y5 2016/17	5%	TBD	\$ 100.63	\$ 4,492,324
Y6 2017/18	5%	TBD	\$ 105.67	\$ 4,717,320
Y7 2018/19	5%	TBD	\$ 110.95	\$ 4,953,030
Y8 2019/20	0%	TBD	\$ 110.95	\$ 4,953,030
Y9 2020/21	0%	TBD	\$ 110.95	\$ 4,953,030
Y10 2021/22	0%	TBD	\$ 110.95	\$ 4,953,030

Fare Recognition Level:  Local  
 Premium

Fuel Surcharge Payment Schedule

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date
2Q12	04/01 – 06/30	To be determined	To be determined	To be determined	August 1
3Q12	07/02 – 09/30	To be determined	To be determined	To be determined	November 1
4Q12	10/01 – 12/31	To be determined	To be determined	To be determined	February 1
1Q13	01/01 – 03/31	To be determined	To be determined	To be determined	May 1
2Q13	04/01 – 06/30	To be determined	To be determined	To be determined	August 1
3Q13	07/01 – 09/30	To be determined	To be determined	To be determined	November 1

### EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2012 (the "Effective Date") by and between **THE UNIVERSITY OF UTAH**, a body politic and corporate of the State of Utah, whose address is 1901 South Campus Drive, Rm. 101, Salt Lake City, Utah, 84112, Attention: Gordon Wilson, Assistant Vice President, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 3600 South 700 West, Salt Lake City, Utah 84119, ("UTA").

#### RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA annual transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B" and "C" attached hereto and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

**THE UNIVERSITY OF UTAH**

By: Arnold B. Combe  
Arnold B. Combe  
Vice President for Administrative Services

Approved as to Form:

[Signature]  
UTA Legal Counsel

**UTAH TRANSIT AUTHORITY**

By: [Signature]  
Michael A. Allegra  
General Manager

By: [Signature]  
Grantley Martelly  
Regional General Manager

**EXHIBIT "A"**  
**GENERAL TERMS AND CONDITIONS OF ED PASS AGREEMENT**

SECTION I: DEFINITIONS

- 1.1 The term "Adjustment Date" means April 1<sup>st</sup> for each Contract Year.
- 1.2 The term "Adjustment Percentage" means the adjustment percentage applied for each Contract Year, identified in Exhibit "B."
- 1.3 The term "Authorized User" means each member of the Sponsor's faculty, staff, working on a part-time or full-time basis, and each member of the student body enrolled on a full-time or part-time basis that pays tuition and student fees as of the Adjustment Date.
- 1.4 The term "Base Purchase Price" means the Price Per Pass multiplied by the number of Authorized Users for each Contract Year in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fee that may be imposed by UTA or that may be due and owing.
- 1.5 The term "Contract Year" means the term of August 1 through July 31 of any school year during the Term of this Agreement.
- 1.5 The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.
- 1.6 The term "EFC Rules" shall mean UTA's EFC Rules established by UTA governing the electronic activation and deactivation of an Education Pass found at [http://www.rideuta.com/uploads/EFCCardholderRules\\_7\\_27\\_11\\_links1.pdf](http://www.rideuta.com/uploads/EFCCardholderRules_7_27_11_links1.pdf) as of the date of Administrator's signature, including any addenda referenced therein.
- 1.7 The term "Fuel Surcharge" or "Fuel Surcharge Fee" means the fee intended to supplement the Base Purchase Price that is assessed no more frequently than quarterly. The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Eco Contract Quarterly Surcharge" of Exhibit "C," Fuel Surcharge Indicator Matrix. The Fuel Surcharge Matrix assigns a percentage value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q calendar quarter (July 1 through September 30) will determine the Fuel Surcharge, if any, to be effective thirty (30) days after on or about November 1.
- 1.8 The term "Local Transit Routes" means regular fixed route bus, MAX and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and/or TRAX stations and Fast buses. UTA routes not included in the definition Local Transit Routes are ski service routes, Premium Express Routes and FrontRunner commuter rail routes and special service routes including ADA Paratransit and Flextrans service.
- 1.9 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, TRAX light rail and FrontRunner commuter rail routes operated by UTA. UTA routes not included in the definition of "Premium Express Routes" are ski service routes, the Park City to Salt Lake City Connect service, or special service routes, including ADA Paratransit and Flextrans service.

1.10 The term “Sponsor” means the educational institution defined as Sponsor on the initial page of this Agreement.

## SECTION II: TERMS AND CONDITIONS

### 2.1 Issuance of Passes.

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor. The number of Passes provided under this Agreement shall be based on the total number of Authorized Users identified on Exhibit B, updated annually in accordance with Paragraph 2.6.1. If the number of Authorized Users decreases by more than ten percent (10%) during a Contract Year, Sponsor shall inform UTA in writing within thirty (30) days of such decrease. Upon delivery of such notice, the applicable payment due under Paragraph 2.7.1 and Exhibit “B” shall be adjusted based upon the prorated Pass value attributable to the decrease in Authorized Users. If the number of Authorized Users increases by more than ten percent (10%) during a Contract Year, Sponsor shall so inform UTA in writing within thirty (30) days of such increase. Upon delivery of such notice, the applicable payment due under Paragraph 2.7.1 and Exhibit “B” shall be adjusted based upon the prorated Pass value attributable to the increase in Authorized Users.

2.1.2 Sponsor may purchase additional Passes at the prorated Base Purchase Price per Authorized User, detailed in Exhibit “B,” during any Contract Year, as necessitated by any increase in Authorized Users.

2.1.3 Sponsor shall be solely responsible for issuing a Pass to an Authorized User, in accordance with the EFC Rules.

2.2 Restrictions on Sponsor Charges to Authorized Users. UTA acknowledges that Sponsor may charge some or all of its Authorized Users a transportation fee that includes both a fee for a Pass and a fee for on-campus shuttle services. In no event shall Sponsor’s aggregate fees charged to its Authorized Users for the Passes and Sponsor’s on-campus shuttle services in any Contract Year exceed Sponsor’s reasonable estimate of the projected actual costs to be incurred by Sponsor for such shuttle services and Passes (including without limitation all costs to be paid by Sponsor under this Agreement) during such Contract Year.

### 2.3 Term of Passes/Passes Recognized as Transit Fare.

2.3.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.12, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement and the EFC Rules shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User. Notwithstanding the forgoing, the payment of any applicable Fuel Surcharge by Sponsor assessed under this Agreement shall be a condition to the use of a Pass by an Authorized User on any Local Transit Route or Premium Express Route.

2.3.2 Passes are non-transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

2.3.2 Sponsor acknowledges that use of a Pass by an Authorized User is subject to UTA’s EFC Rules. Sponsor further acknowledges that it is responsible for ensuring that Authorized Users are made aware of UTA’s EFC Rules and the fact that Passes are not transferable, including but not limited

to the requirement that all Authorized Users are required to “tap-on” and “tap-off” at designated readers when riding UTA services.

2021. 2.4 Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31,

2.5 Restriction on Use of Passes; Sponsor's Control of Issued Passes.

2.5.1 Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (w) Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass; (x) printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User; (y) Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users; and (z) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.5.2 Sponsor agrees to implement and comply with UTA's EFC Rules in the enabling and disabling of its Passes.

2.6 Authorized Users/Base Purchase Price.

2.6.1 The number of Authorized Users for Contract Year 1 of this Agreement is 44,642. No later than the Adjustment Date, April 1<sup>st</sup>, of each Contract Year during the Term of this Agreement, Sponsor shall provide to UTA the actual number of Authorized Users for the following Contract Year and Exhibit “B” shall be updated to reflect the actual number of Authorized Users and associated Base Purchase Price.

2.6.2 The parties have agreed upon a Price Per Pass for each Contract Year during the Term of this Agreement. The Price Per Pass increases each Contract Year, by the Adjustment Percentage referenced in Exhibit “B”, but also will vary each Contract Year with any changes to the actual number of Authorized Users reported by Sponsor by the Adjustment Date of April 1<sup>st</sup>. The Price Per Pass increases each Calendar Year on the Adjustment Date by multiplying the Price Per Pass during the effective Calendar Year payable immediately before such Adjustment Date by the Contract Year Adjustment Percentage and adding the resulting amount to the Price Per Pass immediately before the Adjustment Date. The adjusted Price Per Pass shall be multiplied by the number of Authorized Users to equal the Base Purchase Price for each Contract Year. The Base Purchase Price, so adjusted for each Calendar Year, shall thereafter be due as provided in Paragraph 2.7.1.

2.7 Payment for Passes.

2.7.1 In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase



Price, the first installment due on October 1 and the second installment due on April 1 of each Contract Year.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge, which may be assessed by UTA no more frequently than quarterly, in accordance with the schedules contained in Exhibit "B" and "C". The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Ed Contract Quarterly Surcharge," of Exhibit "C," Fuel Surcharge Indicator Matrix. UTA shall use good faith efforts to give Sponsor forty-five (45) days notice prior to the implementation of or change to any Fuel Surcharge. Fuel Surcharges are due on the dates indicated in Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.7.3 Sponsor intends to use its own electronic card media for the Passes. If Sponsor elects to order electronic card media from UTA, Sponsor agrees to pay \$2.00 per Pass for any such electronic card media ordered from UTA during the term of this Agreement, which is a fee due in addition to the prorated Base Purchase Price for the applicable Contract Year.

2.7.4 UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated in Paragraph 2.6.1 and the Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.7.5 UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

2.8 Form of Pass/Issuance of Pass. Each Pass shall be in the form of a unique electronic microchip imbedded in an electronic identification card printed by either UTA or Sponsor. Each Pass shall be individually numbered. Sponsor agrees to: 1) comply with UTA's EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules.

## 2.9 Pre-Paid Fare Zone.

2.9.1 Subject to the payment terms and conditions to be agreed upon between the parties and supplemented to this Agreement, UTA agrees to recognize a TRAX "Prepaid Fare Zone" (hereafter referred to as the "Zone") between the Stadium Station and the Medical Center Stadium on the University TRAX line. The purpose of the Zone is to permit attendees of scheduled athletic and/or social events, held on the University of Utah campus, to ride this designated section of the University line at no charge on the day of the scheduled event during a period of two hours prior, during, and two hours after the event. Neither Sponsor nor UTA will advertise or promote this benefit to the general public in any way. Designated campus events will include, but are not limited to: U of U varsity football, basketball, gymnastic meets, spring football games, graduation ceremonies, high school football playoff games, Supercross, and other events that may be scheduled on campus or at Rice Eccles Stadium or the Huntsman Center. Sponsor will reimburse UTA for this service according to terms that once known will supplement the terms of this Agreement and be incorporated by reference as Exhibit "D."

2.9.2 Sponsor may convey information about the Pre-Paid Fare Zone on campus only. Sponsor may use posters, flyers, announcements, the intranet, and other informational materials. None of these informational materials shall be shared or posted outside of the campus to the general public in any way. Advertisement of the Pre-Paid Fare Zone applies to Sponsor's directly sponsored events. It does not apply to subsidiaries, third party promotions, concerts, or events to independently-owned and operated businesses and facilities adjacent to Sponsor's physical location.

2.10 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered.

UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

2.11 Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement. Subject to the Utah Governmental Immunity Act and up to the limitations of liability set forth therein, each party (the "Indemnifying Party") agrees to indemnify and hold the other party harmless from any liability, damage, expense, cause of action, suit, claim, judgment, or other action to the extent arising from the negligence of the Indemnifying Party or its officers, agents or employees in connection with Indemnifying Party's participation in this Agreement.

2.12 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least one hundred and eighty (180) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor in excess of the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "B.") No portion of any Fuel Surcharge payment will be refunded. No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

2.13 Distance Based Fare Program. Currently, UTA is developing a distance based fare model that is designed to replace or supplement other base fare models currently in use. In the event that UTA deploys a distance based fare model for educational institutions, both parties agree to discuss the implications for both parties and if both parties agree, modify the terms of this Agreement to reflect the distance based fare model.

2.14 Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

2.15 Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

2.16 Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

2.17 Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete

at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

EXHIBIT "B"  
 BASE PURCHASE PRICE  
 For  
 University of Utah  
 Year 2012-2021

Contract Year	Adjustment Percentage	Population of Authorized Users	Price Per Pass	Base Purchase Price (Projected)
Y1 2012-2013	5.75%	44,642	\$82.79	\$3,695,911.18
Y2 2013-2014	5%	TBD	\$86.93	\$3,880,729.06
Y3 2014-2015	5%	TBD	\$91.28	\$4,074,921.76
Y4 2015-2016	5%	TBD	\$95.84	\$4,278,489.28
Y5 2016-2017	5%	TBD	\$100.63	\$4,492,324.46
Y6 2017-2018	5%	TBD	\$105.67	\$4,717,320.14
Y7 2018-2019	5%	TBD	\$110.95	\$4,953,029.90
Y8 2019-2020	4%	TBD	\$115.39	\$5,151,240.38
Y9 2020-2021	4%	TBD	\$120.00	\$5,357,040.00
Y10 2021-2022	4%	TBD	\$124.80	\$5,571,321.60

Fare Recognition Level:       Local  
     Premium

Fuel Surcharge Payment Schedule

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date
2Q12	04/01 - 06/30	To be determined	To be determined	To be determined*	August 1
3Q12	07/01 - 09/30	To be determined	To be determined	To be determined*	November 1

4Q12	10/01 - 12/31	To be determined	To be determined	To be determined*	February 1
1Q13	01/01 - 03/31	To be determined	To be determined	To be determined*	May 1
2Q13	04/01 - 06/30	To be determined	To be determined	To be determined*	August 1
3Q13	07/01 - 09/31	To be determined	To be determined**	To be determined*	November 1

\* Actual amount determined in accordance with Fuel Surcharge Indicator Matrix, attached hereto as Exhibit "C".

\*\* Actual amount of Fuel Surcharge, if any, shall be prorated so as to cover any months outside of the contract term only, if the Agreement is not renewed by the parties.

Exhibit "C"

ED PASS AGREEMENT  
FUEL SURCHARGE INDICATOR MATRIX

DOE Diesel/Gallon	Contract Surcharge	Contract Quarterly Surcharge
Less than \$4.00	0%	0%
\$4.00-4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.0%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20.0%

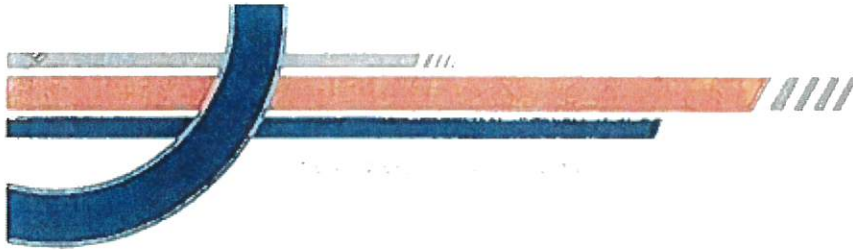
Notes:

1. The quarterly DOE Diesel/Gallon is determined by averaging all of the average weekly prices of diesel fuel during the quarter using the U.S. Department of Energy On-Highway Diesel prices by Week (Rocky Mountain PADD).

Exhibit "D"

PRE-PAID FARE ZONE  
REIMBURSEMENT BY SPONSOR

1. Reimbursement for Pre-Paid Fare Zone service for Contract Year 1: Sponsor agrees to pay \$50,000 to UTA to cover the cost of ridership for the Pre-Paid Fare Zone during Contract Year 1 (2012-2013), which is a fee due in addition to the Base Purchase Price for Contract Year 1 identified in Exhibit "B". Such \$50,000 is due in two installments of \$25,000 each, the first installment due on October 1, 2012, and the second installment due on April 1 of 2013.
2. Reimbursement for Pre-Paid Fare Zone service for other Contract Years: Reimbursement for Pre-Paid Fare Zone service for other Contract Years shall be negotiated by UTA and Sponsor at a later date. At such time as such reimbursement terms are agreed upon by UTA and Sponsor, this Exhibit "D" will be supplemented to reflect such mutually agreed upon terms.



669 West 200 South  
Salt Lake City, UT 8410

January 28, 2015

University of Utah  
Attention: Arnold Combe  
1901 South Campus Drive, Rm. 101  
Salt Lake City, UT 84112

**RE: Agreement No. UT-12-075JL**

**CONTRACT AMENDMENT NO. 1**

Dear Mr. Combe,

The purpose of this letter is to amend the current Education Pass Agreement ("Agreement") between the University of Utah ("University") and Utah Transit Authority ("UTA") dated August 1, 2012, Contract Number UT-12-075JL. This letter (Amendment No. 1") shall amend the Agreement as follows:

**2.18 Park City Trial Program.** Sponsor shall implement a trial program to allow its students, faculty, and staff who are residents of Park City/Summit County ("Eligible PC Riders") to ride UTA's Park City – Salt Lake City Connect Service at no cost to Eligible PC Riders. This trial program shall commence January 2015 and terminate May 31, 2015. Sponsor shall issue a separate Park City – Salt Lake City Connect electronic pass ("PC-SLC Pass), to be provided by UTA at no cost, to Eligible PC Riders to allow ridership tracking during the trial program. When used by an Eligible PC Rider, the PC-SLC Pass shall be recognized as full fare on Park City to Salt Lake City service routes 901 and 902 only. UTA's EFC Rules shall apply to the PC-SLC Pass. Sponsor shall compensate UTA in the amount of \$20,000.00 for the trial program. This amount shall be paid no later than February 27, 2015.


If you are in agreement with the above referenced amendment, please have the University of Utah's authorized representative sign on the line indicated below. Keep one original for your records and return the other original to UTA, Attention: Jolene Higgins, 669 West 200 South, Salt Lake City, Utah 84101.






UTAH TRANSIT AUTHORITY

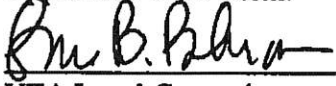
By:  Date: 2/5/15  
Michael A. Allegra  
President/CEO

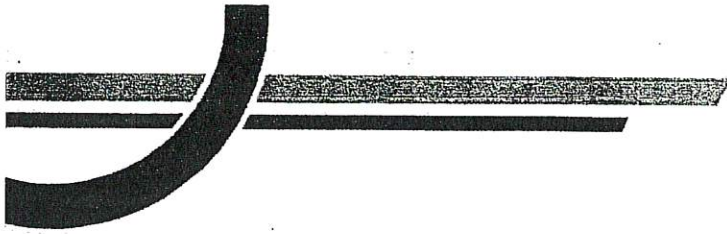
By:  Date: 2/2/15  
Andrea Packer  
Chief Communication Officer

UNIVERSITY OF UTAH

By:  Date: 12/1/14  
Arnold B. Combe  
Vice President for Administrative  
Services

Approved As To Form:

  
UTA Legal Counsel



669 West 200 South  
Salt Lake City, UT 84101

November 30, 2016

University of Utah  
Attention: Arnold Combe  
1901 South Campus Drive, Rm. 101  
Salt Lake City, UT 84112

**RE: Agreement No. UT-12-075JL**

**CONTRACT AMENDMENT NO. 2**

Dear Mr. Combe,

The purpose of this letter is to amend the current Education Pass Agreement (“Agreement”) between the University of Utah (“University”) and Utah Transit Authority (“UTA”) dated August 1, 2012, Contract Number UT-12-075JL, and Contract Amendment No. 1 to the Agreement dated January 28, 2015. This letter (“Contract Amendment No. 2”) shall amend the Agreement as follows:


**2.19 Implementation of Park City Trial Program.** After review of the Park City Trial Program, the parties agree to extend and expand the pass program providing Park City – Salt Lake City Connect electronic passes (“PC-SLC Pass”) to specified eligible users (the “Program”). UTA agrees to permit Sponsor to distribute PC-SLC Passes to the following eligible users: (1) Sponsor’s students, staff, and faculty who are full-time residents of Summit and Wasatch Counties and (2) Sponsor’s employees who work at the University Healthcare Clinic in Park City, Utah. This Program shall commence August 22, 2016 and terminate July 31, 2021. When used by an eligible user, the PC-SLC Pass shall be recognized as full fare on Park City to Salt Lake City service routes 901 and 902 only. UTA’s EFC Rules shall apply to the use of PC-SLC Passes.

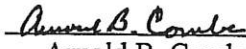
UTA acknowledges prior receipt from Sponsor of the \$20,000 compensation due from Sponsor for the trial program described 2.18 of the Agreement. The compensation due to UTA for the Program described in this Section 2.19 is included in the Base Purchase Price.

All other terms and conditions of the Agreement and Contract Amendment No. 1 shall remain the unchanged. If you are in agreement with the above referenced Contract Amendment No. 2, please have the University of Utah’s authorized representative sign on the line indicated below. Keep one original for your records and return the other original to UTA, Attention: Jolene Higgins, 669 West 200 South, Salt Lake City, Utah 84101.

UTAH TRANSIT AUTHORITY

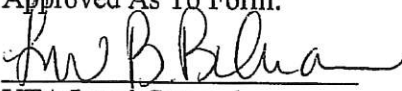
UNIVERSITY OF UTAH

By:  Date: 12-8-16  
Jerry Benson  
President/CEO

By:  Date: 12/1/16  
Arnold B. Combe  
Vice President for Administrative  
Services

By:  Date: 12/7/2014  
Nichole Bourdeaux  
Vice President of External Affairs

Approved As To Form:

  
UTA Legal Counsel

## Detailed Contract Description & Purpose

**Board Review Date:** 4/24/2019

**Document Type:** Change Order

**Action Requested:** Motion to approve the contract or change order

**Criteria:** New total contract value is > \$1,000,000 and Change-order is > 15% or \$200,000

**Contract Title:** TIGER Phase 2 Amendment 7 -  
Tooele County Bike Lanes

**Contract #** 18-2398TP

**Project Manager:** Heather Bening

**Contract Administrator:** Teresa Pickett

**Impacted Areas:** Tooele County

**Included in budget?** Yes

Best value (RFP)

Granite Construction

**Procurement method:**

**Contractor:**

**Sole-Source Reason:** N/A

**Qty & Unit price**

**Change Order Value** \$360,023

**Total Contract Value** \$7,088,009

**Contract term (Months)** 6 months

**Contract Start Date** 4/10/2019

**Contract options (Months)** N/A

**Contract End Date:** 10/25/2019

**Number of responding firms:** 6

**\$ Value of Next Lowest Bidder** N/A

**General Description & Purpose:**

UTA is engaged in a Project to design and construct projects in cities and counties throughout the region, funded in part with a Transportation Investment Generating Economic Recovery (TIGER) Grant. The TIGER Grant First/Last Mile Connections Project consists of 94 separate projects. Of the 94 projects, 33 of the projects received local matching funds from the cities and counties in which the projects will be constructed and the remaining 61 projects will be funded by UTA. This project in Tooele County is funded using \$146,501 in Prop 1 local matching funds with the remainder being funded by TIGER Grant money.

On April 11, 2018, UTA executed a Construction Manager/General Contractor (CM/GC) Agreement for Phase 1 Pre-Construction Services for the TIGER Grant First/Last Mile Connections Project with Granite Construction in the amount of \$297,390.00 (Contract # 18-1398TP), which expires on December 31, 2021. The original contract and amendment may be referenced in a separate document. The CM/GC Contract states that "For those projects on which UTA and Contractor agree on a scope of construction services and a lump sum construction price, UTA and Contractor may execute an amendment to this Agreement (a "Phase 2 Construction Services Amendment)". To date, six Phase 2 Construction Services Amendments have been executed for a total Contract value of \$6,727,986. This TIGER Phase 2 Amendment 7 is for construction of Bike Lanes in Tooele County in the amount of \$360,023.19, which brings the total Contract value to \$7,088,009.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

**Attachments:** Contract routing sheet Yes

Other attachments? (list) Contract

**MSP205 TIGER Grant First/Last Mile**

<b>Contract #</b>	<b>CO No.</b>	<b>Amend No.</b>	<b>Contractor/Consultant</b>	<b>Service Type</b>	<b>Scope (Project ID)</b>	<b>Contract Budget</b>
18-2398TP	0	N/A	Granite Construction	CM/GC-Phase 1	Pre-Construction Services	\$297,390.00
<b>Construction Total (Phase 1)</b>						<b>\$297,390.00</b>
18-2398TP	1	1	Granite Construction	CM/GC-Phase 2 Construction	Ogden Grant Ave (OG_BKL_4)	\$3,752,910.56
18-2398TP	2	2	Granite Construction	CM/GC-Phase 2 Construction	Farmington Swk & ADA Ramps (FAR_ADA_1; FAR_SWK 4, FAR_SWK 7)	\$971,141.00
18-2398TP	3	3	Granite Construction	CM/GC-Phase 2 Construction	Bountiful ADA Ramps (BOU_ADA_1)	\$369,916.00
18-2398TP	4	4	Granite Construction	CM/GC-Phase 2 Construction	Parley's Trail (SSL_MUP_2)	\$417,707.00
18-2398TP	5	5	Granite Construction	CM/GC-Phase 2 Construction	SOJ_HER_DRA Bike Lanes (SOJ_BKL_2; SOJ_BKL_4; SOJ_BKL_5; SOJ_BKL_6; SOJ_BKL_7; HER_BKL_8; DRA_BKL_5)	\$126,750.00
18-2398TP	6	N/A	Granite Construction	CM/GC-Phase 2 Construction	Farmington Sidewalk Changes	\$7,534.00
18-2398TP	7	N/A	Granite Construction	CM/GC-Phase 2 Construction	Parley's Trail Bollards	\$77,618.00
18-2398TP	8	N/A	Granite Construction	CM/GC-Phase 2 Construction	Parley's Trail Widening	\$24,115.00
18-2398TP	9	N/A	Granite Construction	CM/GC-Phase 2 Construction	Bountiful Contract Extension	\$0.00
18-2398TP	10	6	Granite Construction	CM/GC-Phase 2 Construction	Summit County Bike Shares (SUCo_BKS_1)	\$682,904.00
18-2398TP	11	7	Granite Construction	CM/GC-Phase 2 Construction	Tooele Bike Lanes (TOCo_BKL_1; TOCo_BKL_2)	\$360,023.19
<b>Construction Total (Phase 2)</b>						<b>\$6,790,618.75</b>

<b>TOTAL CO's (Contract Ph 1 &amp; Ph 2 Amendments)</b>	<b>\$6,978,741.75</b>
<b>TOTAL CO's (Other)</b>	<b>\$109,267.00</b>
<b>TOTAL Contract Value (to Date)</b>	<b>\$7,088,008.75</b>
<b>TOTAL Contract Value (anticipated)</b>	<b>\$25,191,478.71</b>



# CONTRACT ROUTING SHEET

Agenda Item No.:   
 Board Review Date:

## CONTRACT SECTION

- 1) Contract/P.O. No. **18-2398TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**  
 Project Manager: **Heather Bening**
- 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 Phase 2 Construction Services Amendment 7**
- 5) Description / Purpose (of contract or project) **Amendment 7 - Tooele Bike Lanes Project**
- 6) Contractor Name **Granite Construction**
- 7) Effective Dates Beginning: **04/10/19** Ending: **10/25/19**
- 8) Option to renew?  Yes  No Renewal terms

## FINANCIAL SECTION

- 9) Total Board Approval Amount:
- |   |                 |
|---|-----------------|
| 9a) Current Contract Value:                       | \$ 6,618,718.56 |
| 9b) Amendment Amount:                             | \$ 360,023.19   |
| 9d) New Contract Value (including all amendments) | \$ 6,978,741.75 |
- 9e) Is the amount an estimate?  Yes  No  
 (Estimate if per transaction cost)
- 9f) 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 **20-1802TOC.58912** Capital Project Code **MSP20519**
- 12) Budgeted?  Yes  No Budget amount: \$ **360,023.19**
- 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
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified?  Yes  No

## SIGNATURE SECTION

- |  | Route to?   | Initials   | Signature             |
|--|---|------------|-----------------------|
| Attorney/Legal   | <input checked="" type="checkbox"/> Yes                             | <b>UBB</b> | <u>Lisa Bohman</u>    |
| Accounting Review  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>MS</b>  | <u>Bryan Steele</u>   |
| IT Review (IT software or hardware)                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |            | <u>N/A</u>            |
| Up to \$10K Manager/Program Manager                                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>HB</b>  | <u>Heather Bening</u> |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |            | <u>N/A</u>            |
| Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>SM</b>  | <u>W. Steve Meyer</u> |
| Over \$100K Executive Director   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |            | <u>W. Steve Meyer</u> |
| Over \$200K Board Approval   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |            | <u>Approval Date</u>  |

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT -  
Phase 2 Construction Services Amendment No. 7  
(Tooele Bike Lanes)**

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

**RECITALS**

- A. UTA is engaged in a Program to construct first and last mile improvements. (collectively, the “Program”).
- B. Pursuant to Request for Proposals No. 18-2398TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated April 11, 2018 (UTA Contract No. 18-2398TP and hereinafter the “Phase 1 Agreement”).
- C. Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum construction price, schedule, and scope of work for the construction services for the following Projects in the City of Tooele: Tooele Bike Lane Projects (TOCo\_BKL\_1 and TOCo\_BKL\_2) (the “Projects”).
- D. UTA and Contractor desire to amend the Phase 1 Agreement to include that scope, schedule, and price for the Projects specified herein. Hereafter, the term “Agreement” refers collectively to the Phase 1 Agreement and this Amendment for the Projects.
- E. UTA and Contractor intend to enter into additional, separate and distinct phase 2 construction services amendment for other projects that are part of the Program.

**AGREEMENT**

Therefore, the Parties agree as follows:

**1. Scope of Work.** Contractor shall perform the Work. In the Contract Documents, “Work” means all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete construction of the Projects. The term “Work” does not include the Phase 1 Work, which was defined and performed pursuant to the Phase 1 Agreement.

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

(b) The Contractor shall achieve Substantial Completion of the entire Work under this Amendment no later than October 11, 2019 (the “Substantial Completion Date”). October 11, 2019 is contingent on the temperature meeting the striping manufacturer’s recommendation of

minimum of 50 degrees. At any point during the project schedule, Exhibit A, the temperature drops below the striping manufacturer's recommendation a new Substantial Completion Date will be agreed upon with UTA and the Contractor. No liquidated damages will be assessed for schedule changes due to temperatures below the striping manufacturer's requirements. In the Contract Documents, "**Substantial Completion**" means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA and/or a Local Partner, as applicable, can occupy and use the Project for its intended purpose.

(c) The Contractor shall achieve Final Completion of the Work under this Amendment as expeditiously as reasonably practicable, but in no event later than October 25, 2019 (the "**Final Completion Date**"). In this Agreement, "**Final Completion**" means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with this Agreement and the General Conditions.

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

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

**3. Price and Payment.** (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum amount of THREE HUNDRED SIXTY THOUSAND, AND TWENTY-THREE DOLLARS AND NINETEEN CENTS (\$360,023.19 and hereinafter the "**Contract Price**"), as more particularly set forth on the Price Form, attached as Exhibit B. The Contract Price does not include the Phase 1 Contract Pricing, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

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

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



(5) The Phase 1 Agreement, including its exhibits, and specifically including the Federal Clauses and General Conditions;

(6) The Contractor's Proposal in response to the RFP;

(7) The RFP.

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

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

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

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

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

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

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

(1) Project Manager: Casey Green

(2) Construction Manager: Randy Cox

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

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

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

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

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

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

If to the Utah Transit Authority:

Utah Transit Authority  
ATTN: Teresa Pickett  
669 West 200 South  
Salt Lake City, UT 84101

With a required copy to:

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

If to the Contractor:

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

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

(c) Either Party may change the address at which that Party desires to receive written notice by delivery of Notice of such change to the Party as set forth above. Notices will be deemed effective on delivery to the notice address then applicable for the Party to which the Notice is directed, provided, however, that refusal to accept delivery of a Notice or the inability to deliver a Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

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


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

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

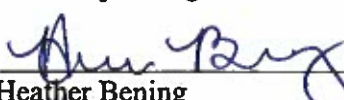
**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_  
W. Steve Meyer  
Interim Executive Director

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

By:  \_\_\_\_\_  
D. Eddy Cumins  
Chief Operating Officer

Date: 4/17/19

By:  \_\_\_\_\_  
Heather Bening  
Project Manager

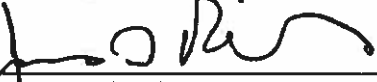
Date: 4/15/19

Approved as to Legal Form:

By:  \_\_\_\_\_  
Utah Transit Authority  
~~Legal Counsel~~ *Company officer*

Date: 4/11/19

**GRANITE CONSTRUCTION COMPANY**

By:  \_\_\_\_\_  
Dave Richards,  
Senior Vice President Granite  
Construction Northwest Group

Date: 4/3/19

Contractor's Federal ID Number: 94-0519552

**EXHIBIT A**  
**Baseline Project Schedule**



**EXHIBIT B**

**Pricing Form**

**EXHIBIT B**

Pricing Form

GRANITE CONSTRUCTION 03/1/19

TOOELE BIKE LANES

**ToCo\_BKL RFC COST ESTIMATE GC ESTIMATE**

Item #	Item	Quantity	Units	GRANITE Unit Cost	TOCo_BKL_1	TOCo_BKL_2	Total Cost	Standard Reference - Notes
100	MOBILIZATION	1	LS	\$ 6,974.36	\$ 5,043.89	\$ 1,930.67	\$ 6,974.36	
200	TRAFFIC CONTROL	1	LS	\$ 14,089.21	\$ 10,188.98	\$ 3,900.23	\$ 14,089.21	
300	QUALITY CONTROL	1	LS	\$ 4,012.80	\$ 2,901.98	\$ 1,110.84	\$ 4,012.80	
400	PAVEMENT MARKINGS	1	LS	\$ 258,562.47	\$ 186,988.22	\$ 71,576.25	\$ 258,562.47	
500	SIGNS	1	LS	\$ 11,014.09	\$ 7,965.13	\$ 3,048.96	\$ 11,014.09	
600	SURVEY	1	LS	\$ 4,202.54	\$ 3,039.18	\$ 1,163.36	\$ 4,202.54	
2000	REMOVALS	1	LS	\$ 2,200.00	\$ 1,590.99	\$ 609.01	\$ 2,200.00	
2200	PI	1	LS	\$ 4,220.22	\$ 3,051.96	\$ 1,168.26	\$ 4,220.22	
<b>TOTAL PROJECT COSTS</b>					<b>\$ 220,768.10</b>	<b>\$ 84,507.59</b>	<b>\$305,275.69</b>	
<b>INDIRECTS</b>					<b>\$20,306.15</b>	<b>\$7,772.97</b>	<b>\$28,079.12</b>	
<b>MARKUP (8%)</b>					<b>\$19,285.94</b>	<b>\$7,382.44</b>	<b>\$26,668.38</b>	
<b>GRAND TOTAL</b>					<b>\$ 260,360.19</b>	<b>\$ 99,663.00</b>	<b>\$ 360,023.19</b>	

**EXHIBIT C**  
**RFC Drawings**



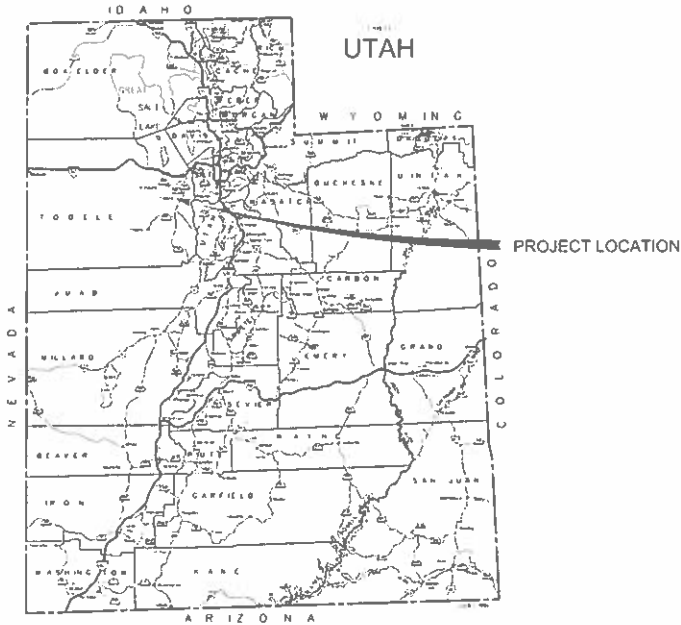
# UTA

## UTAH TRANSIT AUTHORITY

### TOOELE BIKE LANES

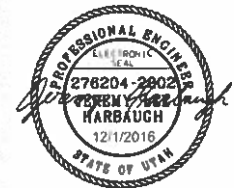
#### 100 EAST - VINE ST TO 1000 NORTH VINE STREET - TOOELE BLVD TO 100 EAST

#### RELEASED FOR CONSTRUCTION



#### INDEX TO SHEETS

DRAWINGS		
SHEET NUMBER	NUMBER OF SHEETS	DESCRIPTION
1	1	TITLE SHEET
DTL-01	1	DETAILS
SM-01	1	SUMMARY & GENERAL NOTES
TBL-01 TO TBL-10	10	100 EAST
TBL-11 TO TBL-20	10	VINE STREET



△		
△		
△		
△		
△		
△		
REV	DATE	Description



Submitted By: \_\_\_\_\_



Approved By: \_\_\_\_\_

Designed By	JSM
Drawn By	JSM
Checked By	JLH
Approved By	JLS

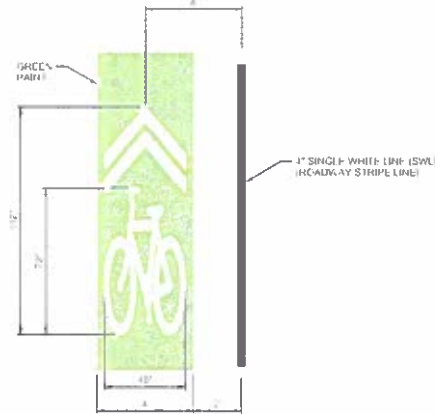
TOOELE BIKE LANES  
100 E - VINE ST TO 1000 N  
VINE ST - TOOELE BLVD TO 100 E  
TITLE SHEET

Scale	
CADD Filename	100 E - Vine St.dwg
Submitter Date	12/1/2016
UTA Contract No.	
Drawing No.	Sheet No.
	1



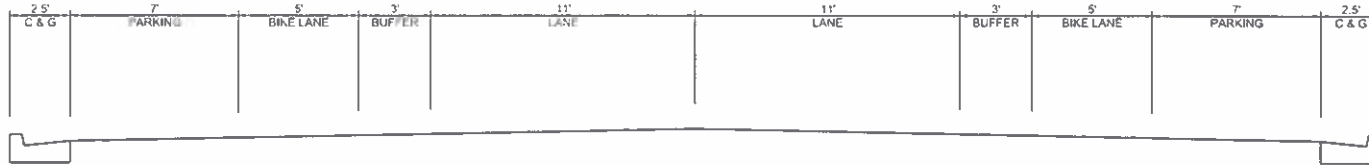
BIKE LANE SYMBOL  
PAVEMENT MESSAGE DETAIL  
(TYP)

DETAIL A



SHARED LANE MARKING  
PAVEMENT MESSAGE DETAIL  
WITH GREEN PAINT  
(TYP)

DETAIL B



SECTION A-A  
(SEE SHEET TBL-01)  
(TYP)

△		
△		
△		
△		
△		
REV	DATE	Description



Submitted By \_\_\_\_\_



Approved By \_\_\_\_\_

Designed By	JSM
Drawn By	JSAI
Checked By	JLH
Approved By	JLS

TOOELE BIKE LANES  
100 E - VINE ST TO 1000 N  
VINE ST - TOOELE BLVD TO 100 E  
DETAILS

Scale	
CADD Filename	TBL_DTL-23.dgn
Submitter Date	12/1/2016
UTA Contract No.	
Drawing No.	Sheet No.
	DTL-01

SIGNS							
SIGN	12' x 18'		30' x 24'		30' x 30'		REMARKS
	EA	EA	EA	EA	EA	EA	
R3-17		6					BIKE LANE AHEAD
R3-17DP			4				END
R4-4						1	BEGIN RIGHT TURN LANE YIELD TO BIKES
R4-11				12			BIKE MAY USE FULL LANE
R7-1D	1						NO PARKING ANY TIME (DOUBLE ARROW)
R7-1L	2						NO PARKING ANY TIME (LEFT ARROW)
R7-1R	2						NO PARKING ANY TIME (RIGHT ARROW)

PAVEMENT MARKING PAINT SUMMARY													
	190 FT/GAL		780 FT/GAL		95 FT/GAL		60 FT/GAL		15 FT/GAL		EACH	SQ FT	REMARKS
	4" SOLID		4" BROKEN		4" DOUBLE SOLID		12" STOP BAR		4" BIKE LANE				
	FEET	GALLON	FEET	GALLON	FEET	GALLON	FEET	GALLON	FEET	GALLON			
WHITE	88,000	358	425	1	14,780	156	120						5 - 12" STOP BARS
YELLOW													
GREEN									6870.00	458			PAINT FOR MARKING BIKE LANES
PAVEMENT MESSAGE											80	472	BICYCLE
PAVEMENT MESSAGE											83	378	BICYCLE ARROW
PAVEMENT MESSAGE											2	34	LEFT TURN ARROW
PAVEMENT MESSAGE											6	408	RIGHT TURN ARROW
PAVEMENT MESSAGE											32	321	SHARED LANE MARKING

**GENERAL NOTES:**

- SIGNS PLACED NEAR CURB AND GUTTER MUST HAVE 2' BETWEEN FACE OF CURB AND EDGE OF SIGN.
- FOR SIGNS PLACED BEHIND SIDEWALK, EDGE OF SIGN MUST BE PLACED 6" BEHIND SIDEWALK.
- IN LOCATIONS WITHOUT CURB & GUTTER AND SIDEWALK PLACE SIGNS 6' FROM EDGE OF SHOULDER TO EDGE OF SIGN
- PLACE BIKE LANE SYMBOL PAVEMENT MESSAGE AT APPROXIMATELY 300' INTERVALS.
- PLACE SHARED LANE MARKING PAVEMENT MESSAGE AT APPROXIMATELY 250' INTERVALS.

REV	DATE	Description



Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

TOOELE BIKE LANES  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E  
 SUMMARY & GENERAL NOTES

Scale:	
CADD Filename:	TBL-SM-01.dgn
Submitter Date:	12/18/2016
UTA Contract No:	
Drawing No:	SM-01





LEGEND  
 SWL = SOLID WHITE LINE  
 OBLYL = DOUBLE SOLID YELLOW LINE

△		
△		
△		
△		
△		
REV	DATE	Description

  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

  
 UTA  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

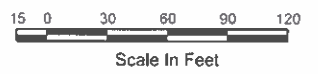
Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale	
CADD Filename	TBL-02.dgn
Submit Date	12/1/2010
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-02



LEGEND  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE



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**WSP**  
**PARSONS BRINCKERHOFF**

Submitted By \_\_\_\_\_

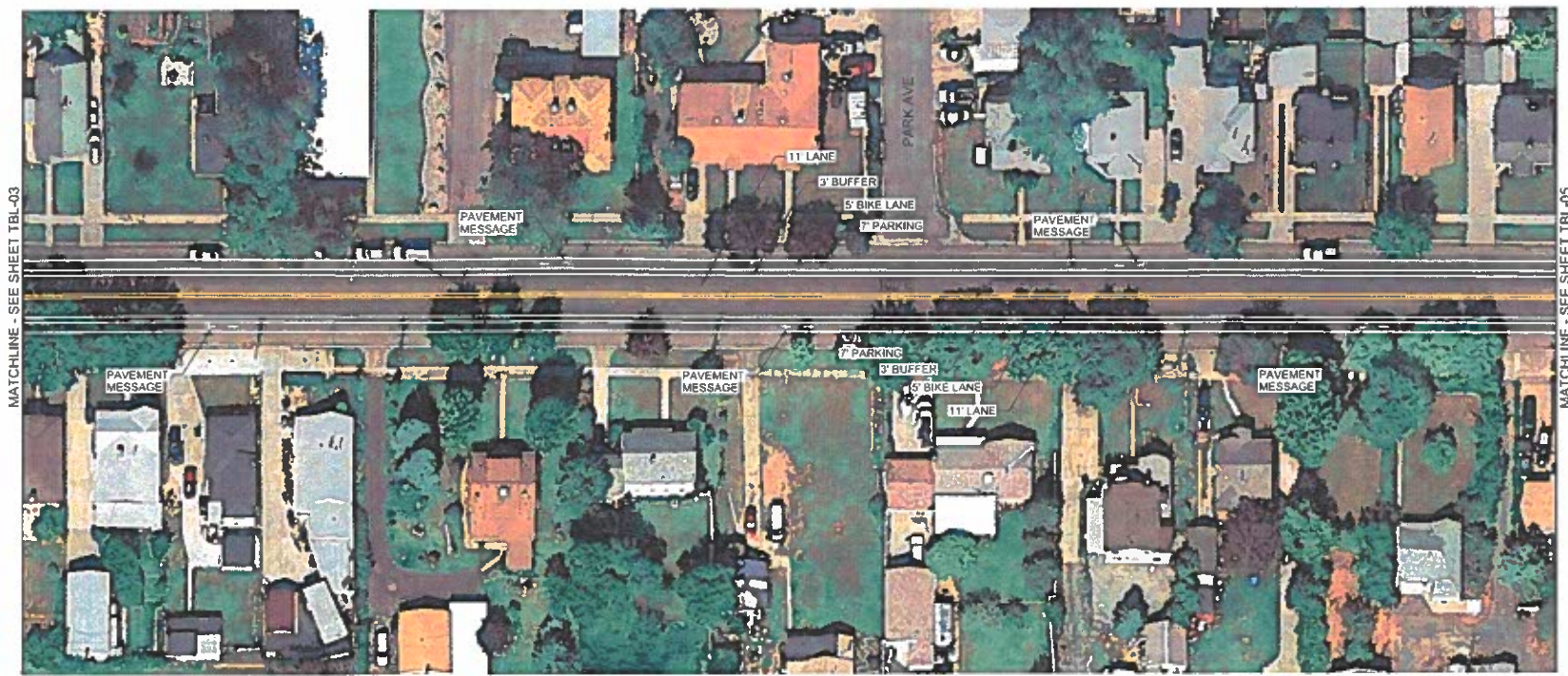
**UTA**  
 UTAH TRANSIT AUTHORITY

Approved By \_\_\_\_\_

Designed By	JSM
Drawn By	JSM
Checked By	JLH
Approved By	JLS

TOOELE BIKE LANES  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

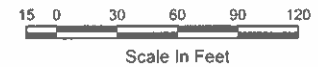
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Submitted Date	12/11/2018
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-03



MATCHLINE - SEE SHEET TBL-03

MATCHLINE - SEE SHEET TBL-05

**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE



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REV	DATE	DESCRIPTION

**WSP**  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

Designed By	JSM
Drawn By	ZSM
Checked By	JLH
Approved By	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

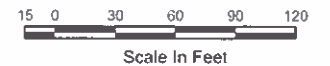
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Submission Date	12/1/2016
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-04



MATCHLINE - SEE SHEET TBL-04

MATCHLINE - SEE SHEET TBL-06

**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBL YL = DOUBLE SOLID YELLOW LINE



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KEY	DATE	Description



Submitted By: \_\_\_\_\_



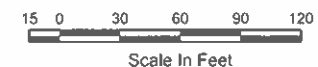
Approved By: \_\_\_\_\_

Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Title	
CADD Filename	TBL-05.dgn
Estimated Date	12/1/2016
UTAH Contract No.	
Drawing No.	Sheet No.
	TBL-05





**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE

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**WSP**  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

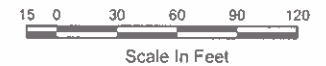
Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale	
CADD Filename:	TBL-06.dgn
Submitter Date:	12/01/18
UTA Contract No.:	
Drawing No.	Sheet No.
	TBL-06



LEGEND  
 SWL = SOLID WHITE LINE  
 DBL YL = DOUBLE SOLID YELLOW LINE



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Submitted By \_\_\_\_\_

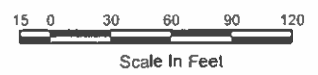
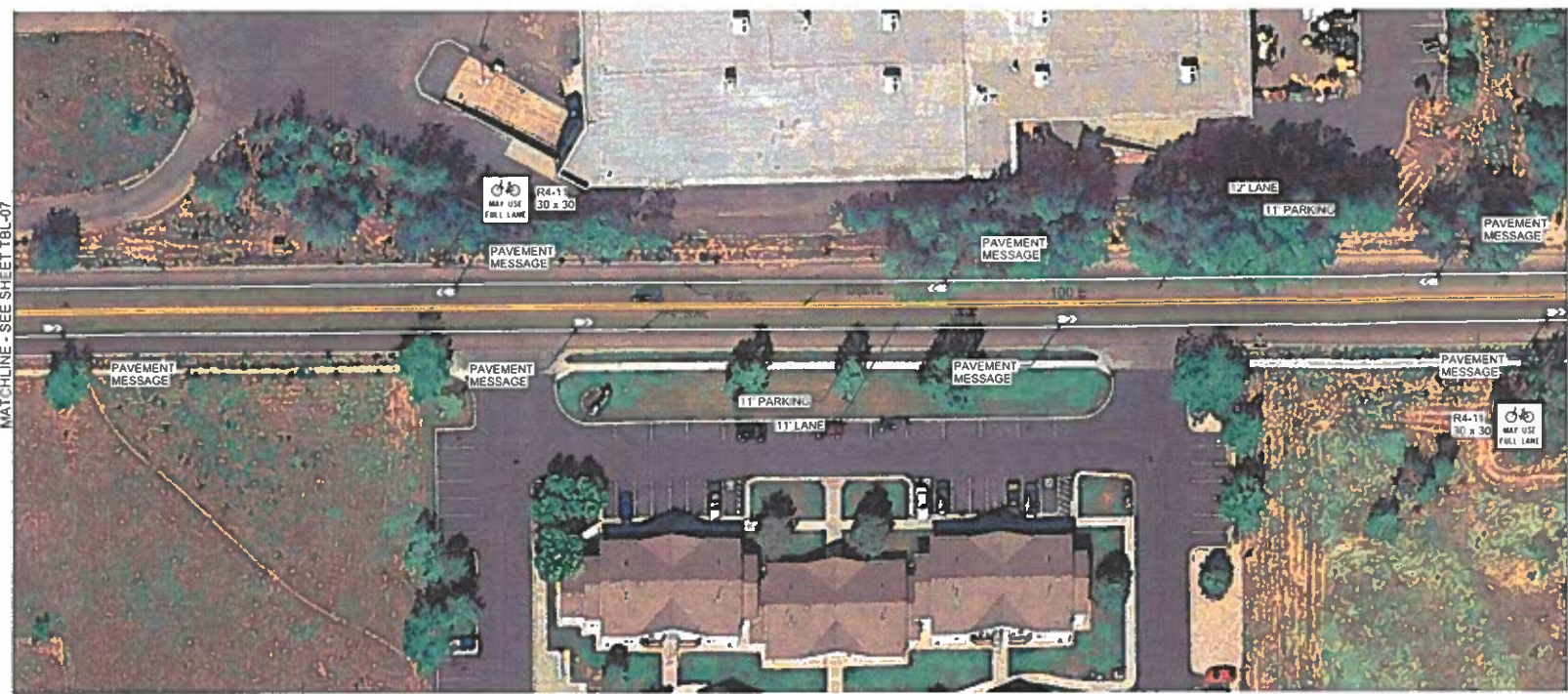


Approved By \_\_\_\_\_

Designed By	JSM
Drawn By	JSM
Checked By	JL31
Approved By	JLS

TOOELE BIKE LANES  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Title	
CADD Filename TBL-07.dgn	
Submission Date 12/11/2018	
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-07



**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE

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REV	DATE	Description



Designed By: JSM  
 Drawn By: JSM  
 Checked By: JLM  
 Prepared By: JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

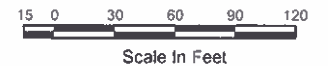
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Auto Reference	TBL-05.dgn
Submission Date	12/1/2018
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-08



MATCHLINE - SEE SHEET TBL-08

MATCHLINE - SEE SHEET TBL-10

LEGEND  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE



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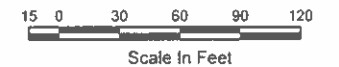
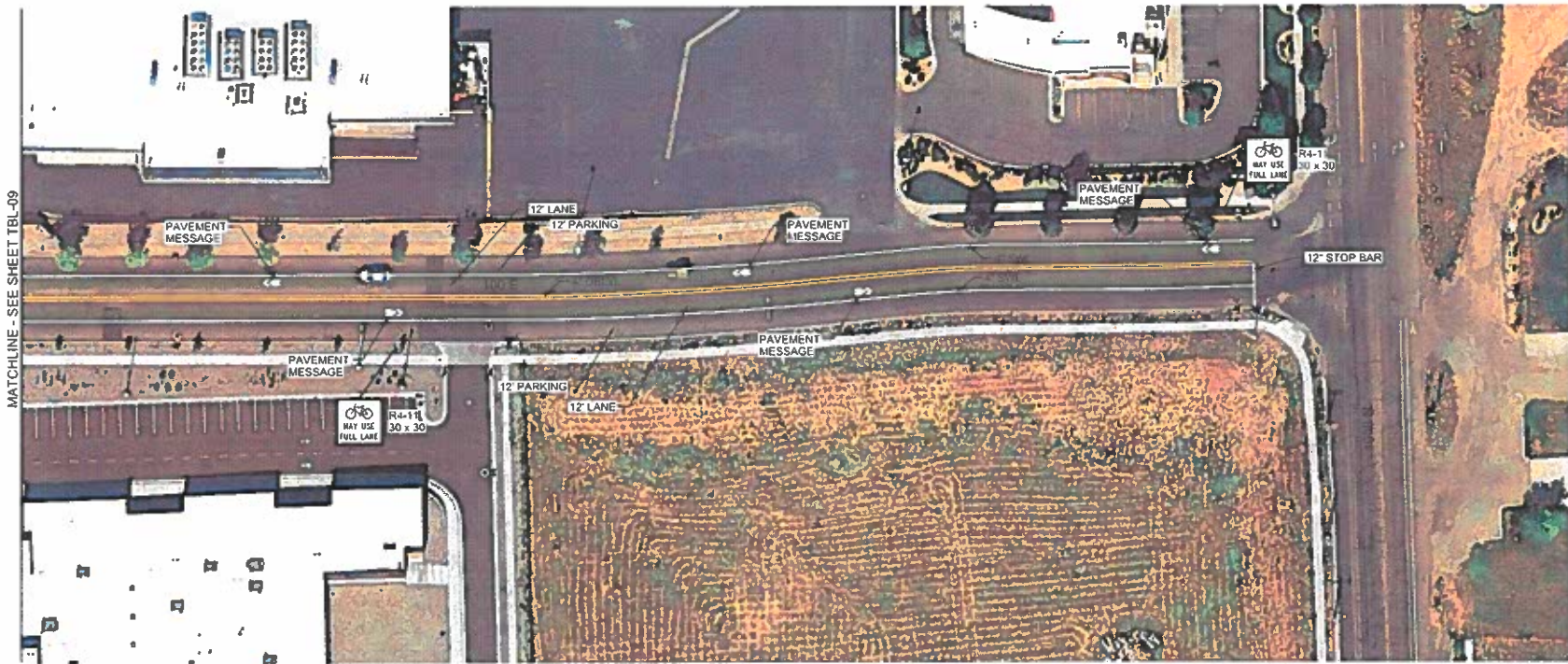
  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

  
 UTA  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

Designed By	JSM
Drawn By	JSM
Checked By	JLH
Approved By	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale	
CADD Filename	TBL-09.dgn
Submitter Date	12/11/2016
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-09



LEGEND  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE

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**WSP**  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale	
CrpP Template	TBL-10.dgn
Submit Date	12/17/18
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-10



MATCHLINE - SEE SHEET TBL-12

**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE



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REV	DATE	Description

  
**PARSONS BRINCKERHOFF**  
 Submitted By \_\_\_\_\_

  
 UTA  
 UTAH TRANSIT AUTHORITY  
 Approved By \_\_\_\_\_

Designed By	JSM
Drawn By	JSM
Checked By	JLH
Approved By	JLS

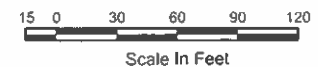
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 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale	
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Submitter Date	12-1-2016
UTAH Contract No:	
Drawing No	Sheet No.
	TBL-11



MATCHLINE - SEE SHEET TBL-11

MATCHLINE - SEE SHEET TBL-13



**LEGEND**  
 SWL = SOLID WHITE LINE  
 DSLYL = DOUBLE SOLID YELLOW LINE

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REV	DATE	Description

**WSP**  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Reviewed By:	JLS

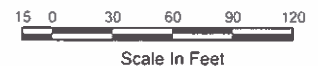
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 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale	
CADD Filename	TBL-12.dgn
Submitter Date	10/17/16
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-12



MATCHLINE - SEE SHEET TBL-12

MATCHLINE - SEE SHEET TBL-14



**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE

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KEY	DATE	REVISION

**WSP**  
**PARSONS BRINCKERHOFF**

Submitted By: \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY

Approved By: \_\_\_\_\_

Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale	
CADD Filename	TBL-13.dgn
Submission Date	12/17/2016
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-13



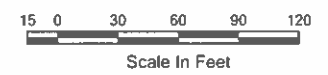


MATCHLINE - SEE SHEET TBL-13

MATCHLINE - SEE SHEET TBL-15



**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE



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REV	DATE	Description

**WSP**  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

Designed By	JSM
Drawn By	JSM
Checked By	JSM
Approved By	J.S.

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

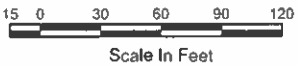
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Submit Date	3/1/2016
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-14





MATCHLINE - SEE SHEET TBL-15

MATCHLINE - SEE SHEET TBL-17



**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE

REV	DATE	DESCRIPTION
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**WSP**  
**PARSONS BRINCKERHOFF**

Submitted By: \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY

Approved By: \_\_\_\_\_

Designed By:	JSM
Drawn By:	JSM
Checked By:	JLM
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Scale:	
CADD Filename:	TBL-16.dgn
Submitter Date:	10/1/2016
UTA Contract No.:	
Drawing No.:	Sheet No.:
	TBL-16



LEGEND  
 SWL = SOLID WHITE LINE  
 DBL YL = DOUBLE SOLID YELLOW LINE



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REV	DATE	Description

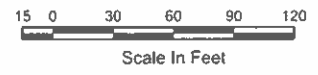
  
**PARSONS BRINCKERHOFF**  
 Submitted By: \_\_\_\_\_

  
 UTA  
 UTAH TRANSIT AUTHORITY  
 Approved By: \_\_\_\_\_

Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Title	
CADD Filename	TBL-17.dgn
Submitter Date	12/17/2014
UTA Contract No.	
Drawing No.	Sheet No.
	TBL-17



**LEGEND**  
 SWL = SOLID WHITE LINE  
 DBLYL = DOUBLE SOLID YELLOW LINE

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REV	DATE	Description



Designed By: JSM  
 Drawn By: JSM  
 Checked By: JLM  
 Approved By: JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

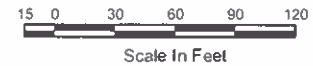
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 UTA Contract No:  
 Drawing No: TBL-18



MATCHLINE - SEE SHEET TBL-18

MATCHLINE - SEE SHEET TBL-20

**LEGEND**  
 SWL = SOLID WHITE LINE  
 DWL = DOTTED WHITE LINE  
 DBL.YL = DOUBLE SOLID YELLOW LINE



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**WSP**  
**PARSONS BRINCKERHOFF**

Submitted By \_\_\_\_\_

**UTA**  
 UTAH TRANSIT AUTHORITY

Approved By \_\_\_\_\_

Designed By:	JSM
Drawn By:	JSM
Checked By:	JLH
Approved By:	JLS

**TOOELE BIKE LANES**  
 100 E - VINE ST TO 1000 N  
 VINE ST - TOOELE BLVD TO 100 E

Sheet No.	TBL-19
CADD Filename	TBL-19.dgn
Submit Date	12/1/2016
UTA Contract No.	
Drawing No.	



**EXHIBIT D**

**Wage Determination**

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

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

ELEC0057-002 03/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
Lineman.....	\$ 42.94	13.32

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

	Rates	Fringes
OPERATOR: Power Equipment		
(1)Mechanic-Excluding Natural Gas Pipeline Construction.....	\$ 27.55	15.65
(2A)Blade/Grader.....	\$ 25.89	15.65
(3) Backhoe/Excavator, Front End Loader(Over 5 cu.yds.).....	\$ 25.37	15.65
(4) Asphalt Paver, Bulldozer, Front End Loader(2 to 5 cu. yds.), Grade Setter, Oil Distributor, Scraper.....	\$ 24.37	15.65
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader(Under 2 cu. yds.), Oiler.....	\$ 23.37	15.65
(6) Screed.....	\$ 22.41	15.65



(7) Roller(Dirt and Grade Compaction).....	\$ 21.50	15.65
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ENGI0003-056 07/01/2013

Natural Gas Pipeline Construction Only

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

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

	Rates	Fringes
IRONWORKER (Ornamental, Structural).....	\$ 27.18	20.55

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

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

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

Natural Gas Pipeline Construction Only

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

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

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

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

Excluding Natural Gas Pipeline & Water/Sewer Line Construction

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

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

-----  
TEAM0222-020 06/05/2017

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 40.02	11.57
Group 2:		
A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....	\$ 39.48	11.57
Group 3:		
Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).	\$ 35.92	11.57

Premium Pay:

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

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

-----  
SUUT2008-041 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.63	0.97
CEMENT MASON/CONCRETE FINISHER...	\$ 17.08	3.14
ELECTRICIAN.....	\$ 23.74	7.64

LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 14.00	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction).....	\$ 19.98	0.00
TRUCK DRIVER (Excluding Natural Gas Pipeline Construction).....	\$ 14.40	3.99
WATER & SEWER LINES: Laborer, Common or General.....	\$ 12.81	0.00
WATER & SEWER LINES: Operator-Backhoe/Excavator/Tra ckhoe.....	\$ 16.19	0.00

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

## Detailed Contract Description & Purpose

**Board Review Date:** 4/24/2019

**Document Type:** Pre-Procurement

**Action Requested:** Pre-Procurement (information only)

**Criteria:** Contract is > \$1,000,000

**Contract Title:** 5 Year Bond Underwriter

**Contract #** TBD

**Project Manager:** Emily Diaz

**Contract Administrator:** Teresa Pickett

**Impacted Areas:** Finance Department

**Included in budget?** Yes

**Procurement method:** Best value (RFP)

**Contractor:** TBD

**Sole-Source Reason:** N/A

**Qty & Unit price** (i.e. 10 @ \$1.00 ea.)

**Change Order Value** \$2-\$4 per \$1,000 Bond  
issue

**Total Contract Value** \$3,200,000

**Contract term (Months)** 60

**Contract Start Date** 6/1/2019

**Contract options (Months)**

**Contract End Date:** 6/1/2024

**Number of responding firms:** TBD

**\$ Value of Next Lowest Bidder** TBD

### General Description & Purpose:

Bond underwriters are important members of the finance team for bond issues whether for new money issues or a bond refunding. UTA's practice has been to select up to three bond underwriting firms for the bond underwriting pool and then to select the best firm or firms to achieve favorable bond distribution and pricing for a particular bond issue. The most recent bond underwriters pool expired on December 31, 2018. This bond underwriter pool is expected to be effective for five years. UTA is currently projecting only one new money bond issue in the five year period, a \$35 million issue in 2020. However, assuming that refunding opportunities may present themselves in the five-year period, the total contract value is being calculated using \$800 million. The actual amount of bond issues in the five-year period will be dependent upon a number of factors. The bond underwriter costs are included as part of the bond issuance costs and are paid using bond proceeds.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

**Attachments:** Contract routing sheet N/A (Pre-Procurement)  
Other attachments? (list)

# REQUISITION FOR PURCHASE-RSS

**Requisition Number** 6671 OU    **Department** 5800 CHIEF FINANCE OFFICER

**Requested By** 1481555 Diaz, Emily

**Date** 4/15/2019

**Request Date**

**Title** Bond Underwriters RFP

**Justification** UTA seeks for Bond Underwriters in the upcoming Bond issuances that will or may take place over the next 5 years.

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	Bond Underwriting	1	EA	*****	3,200,000.00	Approved	5800.50353.92		100.0000

**Approval History**

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
495	Order Level	4835 Meyer, William Steven	Approved	4/17/2019 40000
495	Order Level	1266612 Pirtle, Malynda G	Approved	4/17/2019 232029