

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

Wednesday, January 23, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



- | | |
|--|---|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Dave Goeres |
| 4. Public Comment Period | Bob Biles |
| 5. Approval of January 16, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Agency Report | Steve Meyer |
| 7. R2019-01-04 Revising Executive Limitations Policy No. 2.2.4 – Transit-Oriented Development | Paul Drake |
| 8. Contracts, Disbursements & Change Orders | |
| a. Contract: Weber County/Box Elder County Survey (Meridian Engineering) | Eddy Cumins |
| b. Change Order: Program Management Services Consultant (WSP USA, Inc.) | Eddy Cumins |
| 9. Discussion Items | |
| a. Financial Dashboard Key Indicators Overview | Bob Biles |
| b. UTA Ethics Hotline | Riana de Villiers |
| c. Government Relations Update | Matt Sibul |
| d. Spike 150 Commission Update | Matt Sibul, Andrea Packer and Eddy Cumins |
| 10. Other Business | Chair Carlton Christensen |
| a. Next meeting: January 30, 2019 at 9:00 a.m. | |

11. Closed Session

Chair Carlton Christensen

- a. Strategy session to discuss pending or reasonably imminent litigation.

12. Adjourn

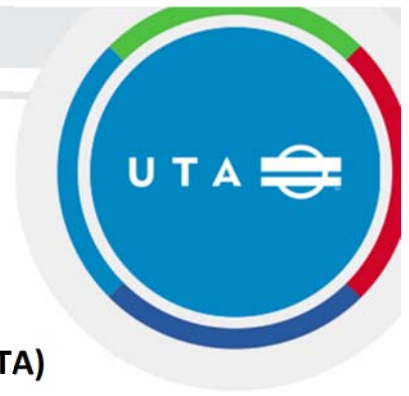
Chair Carlton Christensen

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

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

Alert Today Alive Tomorrow





**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
January 16, 2019**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook

Board Members Excused/Not in Attendance:

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

Welcome and Call to Order. Chair Christensen welcomed attendees and called the meeting to order at 9:02 a.m. with two board members present. Kent Millington, nominee to the UTA Board of Trustees representing Utah and Tooele counties, was also in attendance. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

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

Public Comment Period. No public comment was given.

Approval of January 9, 2019 Board Meeting Minutes. A motion to approve the January 9, 2019 Board Meeting Minutes was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

2018 4th Quarter Investment Report. Bob Biles, UTA Chief Finance Officer, summarized the 2018 4th Quarter Investment Report. There were no investment transactions during the quarter. Questions on liquidity, the government shutdown, and future financial commitments with a federal nexus were posed by the board and answered by Mr. Biles.

A motion to accept the 2018 4th Quarter Investment Report was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

Agency Report. Steve Meyer, UTA Interim Executive Director, delivered a report highlighting the following:

- UTA's collaboration and involvement with the Spike 150 effort.

R2019-01-03 Adopting the Amended Utah Transit Authority Employee 457 Deferred Compensation Plan. Chair Christensen shared that the board is supportive of providing the 457 benefit to employees but, after a review of UTA's functions, is recommending some changes to the plan moving forward. Kim Ulibarri, UTA Chief People Officer, summarized the plan changes. The 7% match that the previous executive team was receiving is being discontinued and all employees will receive \$2 for every \$3 deferred up to a maximum of 2% of the employees' compensation. Also, new employees will have the option to begin participating in the plan on their hire date. Questions about employee communications were posed by the board and answered by Ms. Ulibarri.

A motion to approve R2019-01-03 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

Contracts, Disbursements & Change Orders.

Change Order: On-Call Maintenance for Weber-Davis-Tooele Bus Stops Phase III (Stacy and Witbeck). Eddy Cumins, UTA Chief Operating Officer, explained the change order, which funds construction of 24 bus stops in Weber, Davis, and Tooele counties. Discussion ensued. Questions on cost per stop and synergistic coordination of timing with local initiatives were posed by the board and answered by Mr. Cumins.

A motion to approve the on-call maintenance change order for Weber-Davis-Tooele bus stops phase III was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

Contract: Eco Trip Rewards, Trip-Based Agreement (IHC Health Services, Inc.). Monica Morton, UTA Director of Fares, described the contract, which outlines the terms for a per-trip fare. Questions on the agreement type and its advantages were posed by the board and answered by Ms. Morton.

A motion to approve the eco trip rewards, trip-based agreement was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

Contract: Eco Pass Agreement (Church of Jesus Christ of Latter-Day Saints). Ms. Morton summarized the contract, which outlines terms for discounted employee passes. A question on scope of the contract was posed by the board and answered by Ms. Morton.

A motion to approve the eco pass agreement was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

Discussion Items.

Project X: Electronic Fare Collection System Extension. Mr. Goeres explained the project, which replaces vendor software associated with electronic fare collection with software developed in-house. It is anticipated this effort will generate a savings of over \$800,000 per year to the agency and reduce customer complaints related to electronic fare collections. Dan Harmuth, UTA Director of Information Technology, spoke about the process involved in performing this work and introduced the team who worked on the initiative. Questions on preserving the program knowledge base at the agency and employee-user feedback were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, January 23, 2019 at 9:00 a.m.

Closed Session. Chair Christensen indicated a closed session was needed to discuss the character, professional competence, or physical or mental health of an individual. A motion to move into closed session was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously and the board went into closed session at 9:47 a.m.

Open Session. A motion to return to open session was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously and the board returned to open session at 10:22 a.m.

Adjournment. The meeting was adjourned at 10:23 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
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/509501.html> for entire content.

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

UNAPPROVED

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY REVISING EXECUTIVE LIMITATIONS
POLICY NO. 2.2.4 – TRANSIT-ORIENTED DEVELOPMENT**

No. R2019-01-04

January 23, 2019

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

WHEREAS, the Board of Trustees (the “Board”) desires to revise Executive Limitations Policy No. 2.2.4 – Transit Oriented Development in keeping with the Board’s responsibility to provide leadership and governance to the Authority.

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

1. That the Board hereby revises Executive Limitations Policy No. 2.2.4 – Transit-Oriented Development, a copy of which is attached to this Resolution as Exhibit A.
2. That the revised Executive Limitations Policy No. 2.2.4 – Transit-Oriented Development stay in force and effect until rescinded, amended, or superseded by further action of the Board of Trustees.
3. That the Board formally ratifies actions taken by the Authority, including those taken by the Interim Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 23rd day of January 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

Transit Oriented Development

Board of Trustees Executive Limitations Policy No. 2.2.4

Application: Board of Trustees and Local Advisory Board

- I. Purpose: The purpose of this policy is to establish a uniform method of planning, implementing, and managing the Authority's involvement in transit-oriented development projects in a manner that is transparent and includes communities, regional partners, and stakeholders.

- II. Definitions:
 - A. Affordable Housing Group ("AHG") means a group consisting of representatives from state, regional, and/or local housing organizations, and representatives from the community.

 - B. Design Review Committee ("DRC") means the multi-disciplinary committee responsible for reviewing Master Plans and Site Designs proposed by development partners. The DRC consists of representatives from various departments within UTA, as well as other stakeholders as necessary.

 - C. Transit-Oriented Development ("TOD") means a mixed-use development center occurring near a transit station, designed to increase access to and from transit.

 - D. Metropolitan Planning Organization ("MPO") means an organization designated to carry out the metropolitan transportation planning process.

- III. Policy: The approval and implementation of the Authority's TOD projects shall proceed as described below and on Exhibit A.
 - A. TOD System Analysis
 1. The Authority shall prioritize its TOD efforts by identifying which station areas are most ready for development through a TOD System Analysis tool.

 2. This tool shall examine each station within the transit system, based on objective criteria and in collaboration with the MPOs, and prioritize stations according to their readiness. The criteria shall include, but not be limited to, land availability, market readiness, accessibility, and public support.

 3. The TOD System Analysis tool will provide decision-makers with rankings describing each site's overall readiness as a TOD site, its readiness as a site with potential to catalyze TOD where it does not currently exist, and its appropriateness as a location for affordable housing.

 4. The Authority shall utilize findings from the TOD System Analysis tool to inform future development efforts.

5. The Authority shall report the findings of the TOD System Analysis to the Board of Trustees at least once a year and on an as-needed basis.

B. Station Area Plan

1. The Authority shall collaborate with local municipalities to prepare Station Area Plans for areas around transit hubs.
2. Station Area Plans are intended to be a guide for the Authority and the applicable municipality to plan infrastructural improvements, affordable housing, ordinance amendments, and design guidelines.
3. During the Station Area Plan phase, the Authority and the applicable community shall discuss affordable housing needs within the station area. Recommendations may be included in the Station Area Plan. Implementation of affordable housing, if applicable, shall be addressed during the Master Plan phase.
4. The Station Area Plan shall be acknowledged by the applicable city and shall be approved by the Local Advisory Board and the Board of Trustees prior to procurement of a development partner for the associated site.

C. Conceptual Layout and Procurement

1. The Authority shall prepare conceptual layouts, developer criteria, and/or design standards, derived from the findings of the applicable Station Area Plan. These materials shall be used to inform developer procurements and design reviews.
2. Upon site selection and authorization from the Board of Trustees, the Authority shall issue a Request for Qualifications and Proposals ("RFQ-P") to solicit developers whose skills and expertise align with the vision identified in the Station Area Plan.
3. Responses to RFQ-Ps shall be evaluated by a selection committee made up of UTA and city personnel, as well as other stakeholders as deemed necessary. Based on the evaluations, the selection committee will select a development partner for the project.
4. The Authority shall enter into an exclusive negotiation period, appropriate for the size and scope of the TOD project, with the selected development partner.

D. Master Plan

1. The Authority shall create Master Plans for TOD projects in collaboration with city staff, UTA personnel, its development partners, consultants, and contractors (the "Development Team") to ensure that the ultimate build-out of

the TOD site is consistent with the regional growth vision and applicable Station Area Plans.

2. If the Station Area Plan recommends residential uses for UTA property, the Development Team shall meet with an Affordable Housing Group, organized appropriate to the needs of the applicable community, to discuss opportunities to incorporate affordable housing.
3. The Master Plan shall provide a general description of the development program for all phases of development, site layout, development phasing, and projected schedule.
4. The Master Plan shall be accompanied by a corresponding Master Development Agreement which shall establish general terms between UTA and its development partner and shall govern all phases of development.
5. If applicable, the Development Team shall create a project that meets the requirements and intent of the FTA's Joint Development program. Prior to development, the Authority's staff shall obtain FTA approval for proposals at sites involving federal funds.
6. The Master Plan and the Master Development Agreement shall be approved by the Board of Trustees before the Development Team may seek additional approvals.

E. Site Design

1. The Development Team shall generate Site Designs as individual phases of development are identified and readied for construction. Site Designs shall include the final footprint and orientation of buildings, streets, plazas, amenities, landscaping, and other features to be constructed within the scope of that phase.
2. The Design Review Committee shall ensure that proposals adhere to UTA's general TOD Design Guidelines, meet requirements set forth in the RFQ-P, reflect the community's interests, and protect the transit-critical functions of the site. DRC reviews shall complement and augment the existing city review process.

F. Financial Analysis

1. The Authority and its development partners shall produce a Financial Analysis for individual development phases including the development pro forma, loan terms, and the applicable legal instrument (Operating Agreement, Ground Lease Agreement, or other), to formalize the terms of the proposed phase of development.

2. The Financial Analysis shall be reviewed by the Authority’s TOD, legal, and executive staff, as well as a third-party expert consultant, to ensure that the terms are market feasible, ethical, and compliant with applicable policy. The findings from the third-party expert review shall be provided to the UTA Board of Trustees.
 3. The Financial Analysis and the terms of the applicable legal instrument shall be approved by the Board of Trustees prior to execution of the applicable legal instrument.
- G. Construction Management. During construction, the Authority shall coordinate construction efforts between UTA, its development partner, general contractor, and city staff to reasonably mitigate any negative effects to transit operations and the Authority’s patrons due to construction activities.
- H. Property Management
1. After construction is complete, the Authority shall ensure compliance with all applicable agreements, track revenue distributions, and confirm that policies, procedures, and Federal obligations are met.
 2. All revenue generated by FTA-approved Joint Development projects shall be treated as Program Income.
 3. All one-time revenues generated by a major capital event, such as a sale or refinancing, of a TOD project may be reserved and used for future TOD-supportive capital expenditures.

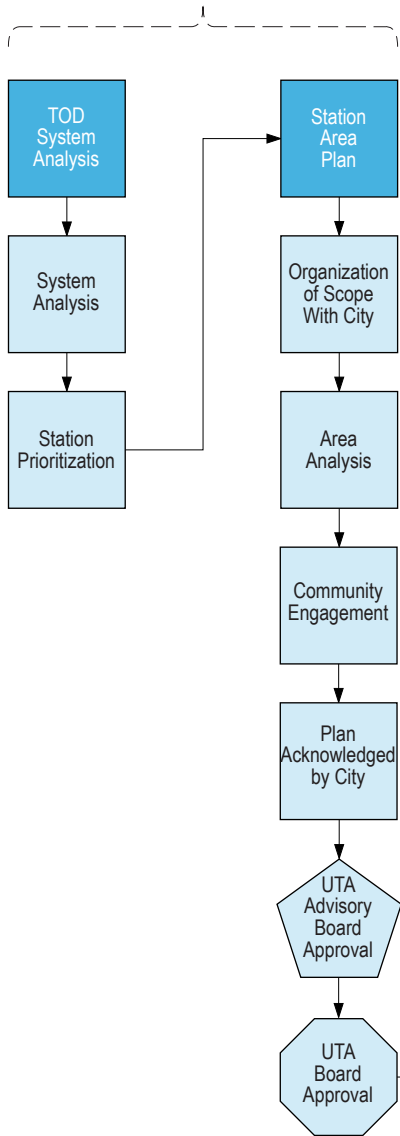
Cross References: TOD Strategic Plan

Revision History:

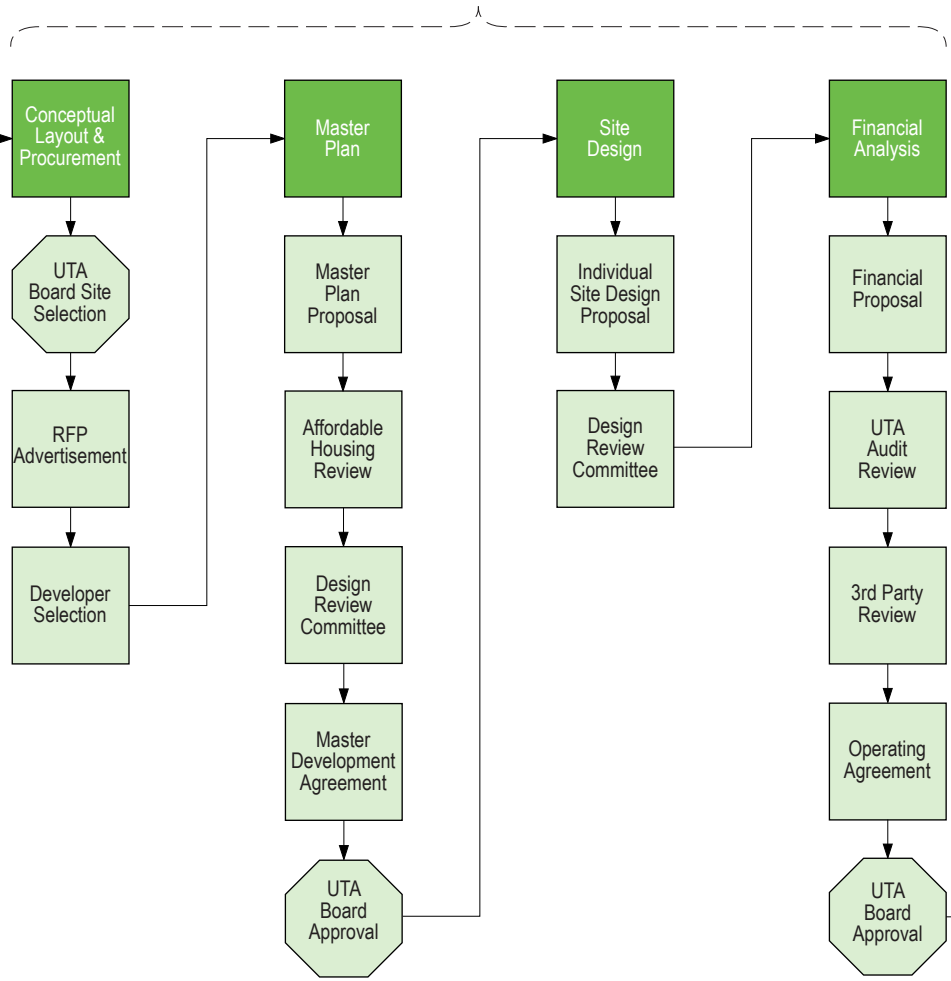
Local Advisory Board Review	Board of Trustees Review	Resolution	Action
1/16/2019	1/23/2019		

Exhibit A: Transit Oriented Development Policy Process

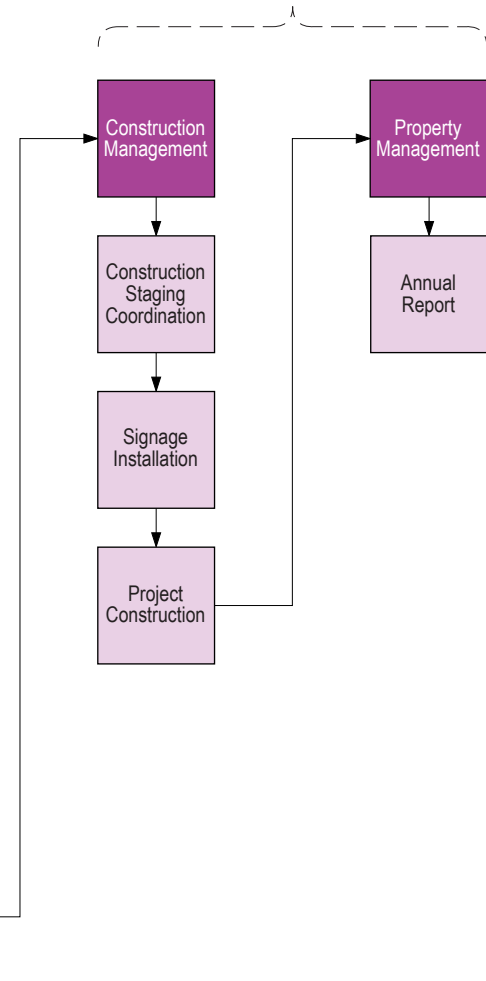
Planning



Implementation



Management



Detailed Contract Description & Purpose

Board Review Date: 1/23/2019

Document Type: Contract

Action Requested: Motion to approve the contract or change order

Criteria: Contract is \$200,000 - \$999,999

Contract Title: Weber County/Box Elder County Survey

Contract #: 18-2799TP

Project Manager: Hal Johnson

Contract Administrator: Teresa Pickett

Impacted Areas: Capital Projects FR North

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Meridian Engineering

Sole-Source Reason: N/A

Qty & Unit price:
Change Order Value:
Total Contract Value: \$554,100

Contract term (Months) 30 months

Contract Start Date: 1/21/2019

Contract options (Months) N/A

Contract End Date: 7/30/2021

Number of responding firms: 6

\$ Value of Next Lowest Bidder: N/A was A&E

General Description & Purpose:

The purpose of this project is to acquire professional Engineering services including GIS, surveying, mapping and right of way supporting the corridor preservation of the FrontRunner North Extension. UTA and the Department of Natural Resources, Division of Water Resources, and DWR recently signed an agreement to jointly acquire right of way. UTA and DWR identifies that a 140 foot wide right of way on the east side of UP's track will be jointly acquired, with 40 feet for UTA's transit corridor and a maximum of 100 feet for DWR's utility corridor. The Parties agreed to openly and actively communicate with, and invite the participation of, representatives of city and county governments, the Bear River Association of Governments, Wasatch Front Regional Council, and other stakeholders. Each Party will look for opportunities to acquire portions of the proposed corridors from willing sellers. UTA will be the lead Party in acquisition, and complete all required steps to initiate purchase of the property. DWR will reimburse UTA for land cost of the proposed utility corridor and for 50% of costs overhead incurred for each parcel acquired. Unless otherwise agreed between the Parties, title to all properties acquired shall be in fee simple and each portion of property shall vest in the name of the Party acquiring it. The ultimate purchase of any property or property rights shall be subject to the approval of the governing body of each Party. This contract will use a portion of the total 2019 budget for Box Elder Right-of-Way preservation of \$4,693,670.

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

Attachments: Contract routing sheet attached? Yes
Other attachments? (list) Contract



CONTRACT ROUTING SHEET

Agenda Item No.: _____
 Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. **18-2799TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**
 Project Manager: **Hal Johnson**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 E. Option 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 **Weber County/Box Elder County Survey**
- 5) Description / Purpose (of contract or project) **Professional Engineering services including GIS, surveying, mapping and right of way supporting the corridor preservation of the FrontRunner North Extension**
- 6) Contractor Name **Meridian Engineering**
- 7) Effective Dates Beginning: **01/21/19** Ending: **07/30/21**
- 8) Option to renew? Yes No Renewal terms _____

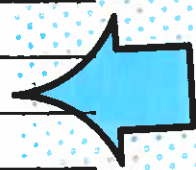
FINANCIAL SECTION

- 9) Total Board Approval Amount:
- 9a) Current Contract Value: \$ **554,100.00**
- 9b) Amendment Amount: _____
- 9d) New Contract Value (including all amendments) _____
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? _____
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **40-3140.68912** Capital Project Code **MSP140189**
- 12) Budgeted? Yes No Budget amount: \$ **554,100.00**
- 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? N/A Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	BWS	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MS	<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	HJ	<u>Hal Johnson</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	MD	<u>Mary DeLoretto</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		

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



PROFESSIONAL SERVICES AGREEMENT
Weber County/Box Elder County Survey

This Professional Services Agreement is entered into and made effective as of the ___ day of _____, 201_ (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and MERIDIAN ENGINEERING, INC. ("Consultant").

RECITALS

A. UTA desires to hire professional engineering services including GIS, surveying, mapping, and right of way supporting the corridor preservation of the FrontRunner North Extension in accordance with the Principles and Practices of Land Surveying and UTA's CADD Standards.

B. On July 16, 2018, UTA issued Request for Proposal Package Number 18-2799TP ("RFQ") encouraging interested parties to submit proposals to perform the services described in the RFQ.

C. Upon evaluation of the proposals submitted in response to the RFQ, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

ARTICLE 1.0
Definitions

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term "Consultant's Project Manager" shall mean Darren Williams, or his/her successor

as appointed or designated in writing by Consultant.

- 1.4 The term "Consultant's Proposal" shall mean Meridian's Statement of Qualifications dated August 6, 2018.
- 1.5 The term "Contract" shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term "Scope of Services" shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit "A" (and all Contract requirements associated with such services).
- 1.8 The term "UTA's Project Manager" shall mean Hal Johnson, or his/her successor as appointed or designated in writing by UTA.
- 1.9 The term "Work" shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0

Description of Services

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

ARTICLE 3.0

Day-to-Day Management of the Work

- 3.1 Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- 3.2 UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager

shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

ARTICLE 4.0
Progress of the Work

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

ARTICLE 5.0
Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than July 30, 2021. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0
Consideration

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

ARTICLE 7.0
Contract Changes

- 7.1 UTA’s Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant’s cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.
- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA’s expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant’s sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
 - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Consultant shall submit monthly invoices to UTA’s Project Manager for processing and payment in accordance with Section 5.1. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant’s entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0

Ownership of Materials

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event

this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.

- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

ARTICLE 10.0

Subcontracts

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

ARTICLE 11.0

Key Personnel

- 11.1 Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

ARTICLE 12.0

Suspension of Work

- 12.1 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 12.2 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

- 12.4 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

- 14.1 Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other

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

ARTICLE 15.0 Findings Confidential

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- 15.2 It is hereby agreed that the following information is not considered to be confidential:
- A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 - C. Information developed by or in the custody of Consultant before entering into this Contract;
 - D. Information developed by Consultant through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

ARTICLE 16.0 General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable

has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.

16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."

B. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall

provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0 Other Indemnities

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

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

**ARTICLE 18.0
Independent Contractor**

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

**ARTICLE 19.0
Prohibited Interest**

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

**ARTICLE 20.0
Dispute Resolution**

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

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Second Level/Consultant's Second Level	Five calendar days
UTA's Third Level/Consultant's Third Level	Five calendar days

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

20.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence legal action in accordance with the

venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

ARTICLE 21
Successors and Assignees

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

ARTICLE 22.0
Nonwaiver

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

ARTICLE 23.0
Notices or Demands

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

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

with a required copy to:
Utah Transit Authority
ATTN: Senior Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:
Meridian Engineering
ATTN: Darren Williams
1628 W 11010 S, Suite 102
South Jordan, UT 84095

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

other party.

- 23.3 Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract

ARTICLE 24.0

Contract Administrator

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

ARTICLE 25.0

General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

ARTICLE 26.0

Incorporated Documents

- 26.1 UTA's RFQ 18-2799TP including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

ARTICLE 27.0

Insurance Coverage Requirements for Consultant Employees

- 27.1 The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
 - B. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.



UTAH TRANSIT AUTHORITY:

By _____

W. Steve Meyer
Interim Executive Director

By Mary DeLoretto

Mary DeLoretto
Director of Capital Projects

MERIDIAN ENGINEERING:

By Darryl Fenn

Name Darryl Fenn
Title President

By D. Williams

Name DARREN WILLIAMS
Title PROJECT MANAGER

Fed ID# 20-0497879

Approved as to Form

[Signature]

UTA Legal Counsel

Exhibit A – Scope of Services

EXECUTIVE SUMMARY

BRIEF DESCRIPTION:

To provide professional services including GIS, surveying, mapping, and right of way supporting the corridor preservation of the Frontrunner North Extension in accordance with the Principles and Practices of Land Surveying and UTA's CADD Standards.

The Utah Transit Authority (UTA) and the Division of Water Resources (DWR) signed a Memorandum of Agreement on August 30, 2018 regarding Right of Way preservation for a shared corridor through Box Elder County.

This surveying contract will be between Meridian and the (UTA). However, the Scope of Work will include surveying needs specific to DWR within the shared corridor.

PRIME AND SUBS:

Meridian Engineering, Inc. is a consultant to the Utah Transit Authority. Darryl Fenn will be Meridian's principle-in-charge. Darren Williams will be Meridian's project manager. The Meridian team can provide all the necessary resources to complete the work plan described herein.

ASSUMPTIONS:

Survey:

Meridian will prepare a Geodetic Control Survey for the primary control values. This consists of a Static GPS Network survey that will tie into the previously established UTA coordinate system and supplemental control survey. Meridian will also set control needed for mapping and for use during future construction. A final survey report will be compiled by Meridian and stamped by a Utah Professional Land Surveyor.

ROW: (it would be good to have a map indicating the boundaries of each Segment)
Meridian presumes the project limits will extend from 12th Street in Ogden to Forest Street in Brigham. Existing right of way lines and property lines for the project corridor will be identified to determine the right of way needs. Once the right of way needs have been determined, Meridian will prepare deeds for the new takes and easements as requested by UTA. UTA will provide a written authorization for each parcel as deeds are requested. This work plan does not include condemnations. The right of way will be segmented into four segments as follows:

- **Segment 1:** 12th Street in Ogden to the Weber/Box Elder County border.
- **Segment 2:** County border to 8700 South in Box Elder County.
- **Segment 3:** 8700 South to 1100 South (US-91) in Brigham City. This segment includes 153 parcels. Of those 153 parcels there will be 82 parcels affected by both UTA and the DWR and 71 parcels that will only be affected by DWR. The cost estimate for this segment was created by assuming that the DWR will pay 100% of the cost for the 71 parcels affected by only the DWR and UTA/DWR will split the cost for the 82 parcels that are affected by both entities. See attached cost estimate. Number of parcels affected in this segment is approximate and will be tracked as work is completed.
- **Segment 4:** 1100 South (US-91) to Forest Street in Brigham City.

FEE TYPE:

This fee and the scope of work on which it is based was prepared as a Unit Cost with a total budget not to exceed. Work on each task will be billed per the hourly rates shown on the attached cost estimate.

All work on Task 4 (Plans and Documents) will be completed as requests are received for each parcel. This time will be billed per the hourly rates as shown on the attached cost estimate. Total

cost for this task was approximated by assuming 248 parcels will be impacted by right of way takes and easements. Number of parcels impacted is subject to change and will be tracked as work is completed.

WORK PLAN / HOURS DERIVATION

Meridian's full work plan includes the following activities:

WORK PLAN:

TASK 1: SURVEY CONTROL AND MAPPING

PROJECT CONTROL:

Meridian will prepare a control diagram drawing representing the primary control, secondary control, and controlling monumentation used to survey this project. This drawing will be certified by a Utah Professional Land Surveyor and may be used for design and construction purposes. Meridian will submit the associated geo-reference files including a project dty file. The resulting geographically correct control network will tie into the established UTA coordinate system and may also be used in future projects in this area.

Primary Control: The primary control network will be established outside of the project area and will be based on static GPS observations post-processed using OPUS-Projects, and/or Trimble Business Center, for all primary control values. This will allow for accurate longitude and latitude determinations. State plane coordinates will be calculated from these values. Project coordinates will be tied to the established UTA coordinate system and used for actual topographic surveys. Elevations will be based on GPS observations that are computed from the static network adjusted ellipsoid height and the current geoid model.

Secondary Control: Meridian will set multiple copper rivets in existing concrete or #5 x 24-inch rebar with "control point" caps to aid in the survey base mapping verification. These control points will be set along the corridor throughout the project limits.

Controlling Monuments: Meridian will survey controlling monuments. These monuments may include Section Corners, Quarter Corners, and Center Quarter Corners throughout the proposed alignments necessary to determine the existing property matrix for right of way takes or parcel agreements within the project limits. Other monuments may include street monuments, subdivision monuments, right of way markers and property corners on adjoining lands throughout the project area.

Public Land Survey System monuments will be located for the following for Sections:

- Township 6 North, Range 1 West, Salt Lake Base and Meridian
 - Sections: 6, 7, 17, 18
- Township 7 North, Range 1 West, Salt Lake Base and Meridian
 - Sections: 31
- Township 7 North, Range 2 West, Salt Lake Base and Meridian
 - Sections: 2, 11, 14, 23, 24, 25, 36
- Township 8 North, Range 2 West, Salt Lake Base and Meridian
 - Sections: 3, 10, 15, 22, 26, 27, 35
- Township 9 North, Range 2 West, Salt Lake Base and Meridian
 - Sections: 14, 23, 26, 27, 34, 35

EXISTING TOPOGRAPHIC SURVEY INSIDE PROJECT LIMITS:

Meridian will verify the base mapping throughout the corridor created by a previous subconsultant. This verification survey will include horizontal elements along the existing rails to ensure that the original survey was collected to a minimum standard of care that can be used for right of way determination. In order to verify this survey, Meridian will take random survey shots, on existing features including the rails, throughout the project limits approximately every 1000 feet.

AERIAL MAPPING:

Aerial mapping will not be flown for this project. 2013 aerial imagery from the preliminary engineering and right of way assessment will be geo-referenced to the project coordinates by Meridian.

ASSUMPTIONS:

- a. The topographic survey for the project corridor that was prepared by Psomas as part of the preliminary engineering will be used for base mapping pending verification by Meridian.
- b. Supplemental surveys and related support efforts will require a contractual modification.
- c. Meridian surveyors are only verifying the horizontal placement of the existing base mapping features for right of way activities. Vertical components will not be addressed in the verification survey.
- d. Vertical control points are not a part of this scope.

TASK 1 PRODUCT DELIVERABLES:

Survey Control Sheet (Includes .dgn and .pdf files)

- a. Meridian will prepare a control diagram for use in roadway, right of way design, and future construction activities. This diagram will be certified and include methods and projections used, project coordinates and elevations, state plane coordinates along with longitudes and latitudes.

Base Mapping File Certification

- a. In addition to verifying the Base Mapping files, Meridian will provide a certification declaring that the files and the surveys of which they are based are true and correct horizontally.

TASK 2: IDENTIFY EXISTING RIGHT OF WAY

RESEARCH:

Conduct a complete title abstract search to determine fee ownership of all parcels within the project limits, including all adjacent contiguous parcels to determine the larger parcel. Retrieve copies of subdivision plats and road dedication plats.

Conduct abstract research on all the parcels within the project limits with the County Recorder's Office to obtain any recorded Utility Easements.

Conduct previously recorded boundary survey research with the County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

Conduct research within the Department of Transportation to determine the existing right of way conditions for all roads intersected by the proposed track.

Conduct research with the Local Government to help determine the existing right of way conditions for any city and county owned roads intersected by the proposed track.

Conduct research with the Union Pacific Railroad to determine the existing right of way conditions for the Union Pacific Railroad and Utah Idaho Central Railroad where adjacent to the proposed track.

Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID,

parcel address, owners address, type of ownership, apparent use).

BASE MAPS:

Compile research to develop an existing right of way drawing (NEEXROW.dgn).
Meridian will initiate and perform the required quality control reviews.

ASSUMPTIONS:

- a. Effort will involve approximately 248 parcels. Only those parcels identified as being impacted by right of way acquisition on the UTA Frontrunner North Extension Preliminary Engineering and Right-of-Way Assessment Final Fundamental Design Report Volume II will be mapped and included in the existing right of way drawing. Project expansion will require a contractual modification.

TASK 2 PRODUCT DELIVERABLES:

Existing ROW Maps

- a. Existing Right of Way Drawing (NEEXROW.dgn)

Property Spreadsheet

- a. Right of Way Property Information Spreadsheet

QC Documentation

- a. QC Cover Sheets

TASK3: IDENTIFY RIGHT OF WAY NEEDS

Coordinate with Union Pacific Railroad to determine how much right of way can be acquired from them to minimize impacts to private landowners. Additionally, the Utah Idaho Central Railroad existing right of way will be reviewed to further minimize impacts to private landowners. Right of way design will be prepared by Meridian with input from the project team as to the desired right of way widths. Meridian will coordinate all work with the acquisition agent so they can plan workload.

ASSUMPTIONS:

- a. Cost estimate prepared assuming effort will involve 248 parcels.
- b. No track design will be prepared as part of this contract.

TASK 3 PRODUCT DELIVERABLES:

List of Parcels Affected by Design

- a. Meridian will prepare a list of affected and prioritized parcels.

Updated ROW Estimate

- a. If needed, Meridian will update "Take" and "Easement" area estimates.

QC Documentation

- a. QC Cover Sheets

TASK 4: DEVELOP RIGHT OF WAY PLANS AND DOCUMENTS

Develop right of way plans and documents for the acquisition of land needed for the UTA Frontrunner North Extension Corridor and the DWRe Utility Corridor.

Develop right of way plans to show required acquisitions and accommodate all aspect of the project. Include fee ownership, slope easements, drainage easements and utility relocation easements or documents.

Design proposed right of way lines to support the right of way plans (NEROW.dgn).

Place all line work and annotation on the appropriate CADD level.

Right of way plans will include the Title sheet, Survey Control Sheet (SC), the Total Tract Map (RWTT), and Right of Way sheets (RW).

Clearly label parcel numbers.

Prepare legal descriptions for each parcel to be acquired. Total Takes (:T) will be prepared as a fee take and a Severed Total (:ST) unless the entire parcel is encompassed by the Right of Way.

Right of Way takes and easement needs will be determined and confirmed by the project team.

Initiate and perform the required quality control reviews.

ASSUMPTIONS:

- a. Cost estimate prepared assuming effort will involve 248 parcels throughout the four Segments (See assumptions in Executive Summary).
- b. It is assumed up to 10% of the affected parcels will undergo design and ownership modifications. Additional changes will require a contractual modification.
- c. This work plan does not include condemnations

TASK 4 PRODUCT DELIVERABLES:

Meridian will provide right of way submittal packages that will include:

ROW Summary

- a. Summary cover sheet
- b. Ownership record
- c. Copy of Recorded Vesting Deeds
- d. Deed and Easement Conveyance Instruments
- e. Deed Plotter Printouts
- f. 11"x17" Right of Way maps
- g. Complete QC-QA documentation
- h. Complete Summary Package pdf

HOURS DERIVATION:

See attached Cost Estimate.

SUPPORT INFORMATION

Please find attached the following support information:

1. Meridian Cost Estimate

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



CHANGE ORDER

No. 9

TITLE: One Year Contract Extension with 2019 Scope and Budget

DATE: 12/21/2018

PROJECT/CODE: MUL2014 - Multi Year Prof Services Contracts

This is a change order to
 CONTRACT No: UT13-064GL

TO: WSP USA, Inc.

ATTN: Frank J. Medina

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

2019 WSP USA Inc. PMSC projected scope, budget and first of three, one year contract renewals which will extend the contract to 3/3/2020. This change order will add scope and budget to the WSP Program Management Services contract for 2019 efforts associated with the following projects: PTC, Stray Current, Vehicle Rehab, Airport Station, SGR Projects, Prop 1 Projects, Tiger Grant, S-Line Double Track, Sandy Parking Structure, UVU Pedestrian Bridge, Provo-Orem BRT, Ogden-WSU BRT, South Davis BRT, Bus including rehabilitation and maintenance, Rehabilitate switches and interlockings, Red Light Signal Enforcement, Signal Pre-Emption, 7200 S Bridge for I-15 Widening, ROW preservation, Innovative Mobility, Planning and Other Small Project Support. This change order will increase the contract by \$3,999,316. Once the final 2018 expenditures are received, a change order will be processed for the difference of actual expense less the 2018 budget amount. Expenses are currently running under budget.

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X NO ___

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	\$3,999,316	Original Contract Sum:	\$2,889,187	Final Completion Date Prior to This Change:	3/3/2019
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$14,054,711	Contract Time Change This Change Order (Calendar Days):	365
Cost Plus:	-	Previous Project Total:	\$16,943,898	Final Completion Date as of This Change Order:	3/3/2020
Total:	\$3,999,316	Net Change This Change Order:	\$3,999,316		
		Current Project Total:	\$20,943,214		

ACCEPTED:

By: [Signature]
 Date: 12/21/18
Grey Turner
 Project Manager

By: [Signature]
 Date: 12-21-18
Mary Deloretto
 Director of Capital Projects

By: _____
 Date: _____
Frank J. Medina
 WSP USA, Inc.

By: [Signature]
 Date: 12-21-18
Teressa Pickett
 Procurement

By: [Signature]
 Date: 12-21-2018
Bart Simmons
 Legal

By: _____
 Date: _____
W. Steve Meyer
 Interim Executive Director

[Handwritten initials]



Change Order Summary Worksheet
Previously Authorized Changes

Contract **UT13-064GL PB**

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$2,889,187	
1	11/21/2014	\$2,288,471	\$5,177,658	2015 Contract Extension
2	3/20/2015	(\$383,054)	\$4,794,604	Deductive Change Order for 2014 remaining contract amount
3	12/18/2015	\$4,297,976	\$9,092,580	2016 Contract Extension
4	3/18/2016	(\$128,577)	\$8,964,003	Deductive Change Order for 2015 Remaining Contract
5	12/16/2016	\$4,415,361	\$13,379,364	2017 Contract Extension
6	4/21/2017	(\$973,056)	\$12,406,308	Deductive Change Order for 2016 Remaining Contract
7	12/15/2017	\$4,711,573	\$17,117,881	Year Five Contract Scope and Budget for 2018
8	2/16/2018	(\$173,983)	\$16,943,898	Deductive Change Order for 2017 Remaining Contract
Total to Date		\$ 14,054,711		

2019 WSP Project Management Services Consultant (PMSC) ICE

2018 Budget: \$4,711,673.00
2018

Assumptions for 2019:

- Provo-Orem BRT is wrapping up
- PTC will be completed mid-year
- TIGER will be reduced
- Vehicle Overhaul is reduced from losing Tim
- Ogden BRT is added
- Depot District is added
- Half-Grand Union is added
- Stray Current stays the same
- Airport stays the same

* Overall, services to be provided will be approximately 10% less in 2019 than 2018.

2018 Actual Spent: \$4,523,206

10% \$452,320.60

2018 - 10%: \$4,070,885.40

2019 Estimated Budget: \$4,070,885

**Program Management Services Consultant UT13-064GL
Budget**

12/29/2018 - 1/03/2020

11/26/2018

Billing Period #	Billing Period	Project Manager	PM support (Airport, FM/LM, Other BRT)	PM support (Airport, FM/LM, Other BRT)	Construction Oversight	Construction Oversight	Vehicle Engineer (LRT)	Vehicle Engineer (CR)	Systems Engineer	Systems Specialist	ROW Specialist	Planning Support	Engineering Review Support	Small Project Support	Other Technical Specialist	WSP Contract Administrator, Admin	FTE's	TOTAL
Year 2019																		
1	January	100%	100%	100%	50%	25%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	8.82	\$ 225,966
2	February	100%	100%	100%	50%	25%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	8.82	\$ 225,966
3	March	100%	100%	100%	50%	50%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	9.07	\$ 230,796
4	April	100%	100%	100%	100%	100%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	10.07	\$ 253,182
5	May	100%	100%	100%	100%	100%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	10.07	\$ 253,182
6	June	100%	100%	100%	100%	100%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	10.07	\$ 253,182
7	July	100%	100%	100%	100%	100%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	10.07	\$ 253,182
8	August	100%	100%	100%	100%	100%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	10.07	\$ 253,182
9	September	100%	100%	100%	100%	100%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	10.07	\$ 253,182
10	October	100%	100%	100%	100%	75%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	9.82	\$ 248,352
11	November	100%	100%	100%	100%	50%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	9.57	\$ 243,523
12	December	100%	100%	100%	100%	50%	25%	100%	100%	75%	5%	2%	40%	10%	100%	50%	9.57	\$ 243,523
Labor Expense		\$ 149,677	\$ 95,291	\$ 134,129	\$ 122,223	\$ 77,302	\$ 44,747	\$ 84,345	\$ 118,867	\$ 121,531	\$ 6,050	\$ 2,362	\$ 47,232	\$ 9,840	\$ 186,960	\$ 34,440		\$ 1,234,996
Overhead Rate		97.0%	135.0%	135.0%	97.0%	97.0%	135.0%	97.0%	97.0%	97.0%	135.0%	135.0%	135.0%	135.0%	135.0%	135.0%		
Overhead Expense		\$ 145,186	\$ 128,643	\$ 181,074	\$ 118,556	\$ 74,983	\$ 60,408	\$ 81,815	\$ 115,301	\$ 117,885	\$ 8,167	\$ 3,188	\$ 63,763	\$ 13,284	\$ 252,396	\$ 46,494		\$ 1,411,145
Fee 11%		\$ 32,435	\$ 24,633	\$ 34,672	\$ 26,486	\$ 16,751	\$ 11,567	\$ 18,278	\$ 25,759	\$ 26,336	\$ 1,564	\$ 610	\$ 12,209	\$ 2,544	\$ 48,329	\$ 8,903		\$ 291,075
Total Cost of Labor+Overhead+Fee		\$ 327,298	\$ 248,567	\$ 349,876	\$ 267,265	\$ 169,036	\$ 116,722	\$ 184,438	\$ 259,927	\$ 265,752	\$ 15,781	\$ 6,160	\$ 123,205	\$ 25,668	\$ 487,685	\$ 89,837		\$ 2,937,216
Raw Labor Rate		\$ 76.06	\$ 48.42	\$ 68.16	\$ 70.98	\$ 53.87	\$ 90.95	\$ 42.86	\$ 60.40	\$ 82.34	\$ 61.48	\$ 60.00	\$ 60.00	\$ 50.00	\$ 95.00	\$ 35.00		
Hours per period		164	164	164	164	164	164	164	164	164	164	164	164	164	164	164		
Field Overhead (project office)		X			X	X		X	X	X								
General Service Office Overhead (area)			X	X			X				X	X	X	X	X	X		
Direct Expense		\$ 20,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ 1,000	\$ 5,000	\$ 5,000	\$ 2,000	\$ 3,000	\$ 500	\$ 500	\$ 1,000	\$ 500	\$ 15,000	\$ 1,000		\$ 58,500

FAR Field OH Rate 97.0%
FAR GSO OH Rate 135.0%

Hours/Period
2080 HR/YR - 120 HR vacation = 1960 HR/12 periods = 164HR/Period

Subconsultants (4% markup)	
PineTop	\$ 100,000 \$ 104,000
W.A. Knowles	\$ 30,000 \$ 31,200
Infinity Corrosion	\$ 150,000 \$ 156,000
Redcon	\$ 50,000 \$ 52,000
Johnson Construction	\$ 25,000 \$ 26,000
Padgett Properties	\$ 60,000 \$ 62,400
Facilities Design Group (Hans)	\$ 200,000 \$ 208,000
Krebs Corp	\$ 300,000 \$ 312,000
Unallocated	\$ 50,000 \$ 52,000
Subtotal Subconsultants	\$ 1,003,600

Billing Per Period (12 periods) = \$ 333,276

Total 2019 Contract Budget \$ 3,999,316

Project	Project Number		Project Manager	PM support (Airport, FM/LM, Other BRT)	PM support (Airport, FM/LM, Other BRT)	Construction Oversight	Construction Oversight	Vehicle Engineer (LRT)	Vehicle Engineer (CR)	Systems Engineer	Systems Specialist	ROW Specialist	Planning Support	Engineering Review Support	Small Project Support	Other Technical Specialist	PB Contract Administrator	Direct Expenses	PineTop	Knowles	Infinity	Redcon	Johnson Construction	Padgett Properties	FDG	Krebs	Unallocated		
Davis Prop 1	MSP15517	50	\$3,273	\$6,214	\$8,747	\$0	\$16,904	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,700	\$0	\$0	\$1,170	\$0	\$0	\$0	\$18,200	\$0	\$3,120	\$0	\$0	\$0	\$65,328	
Tooele Prop 1	MSP17317	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Weber Prop 1	MSP15517	20	\$3,273	\$0	\$8,747	\$0	\$16,904	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,283	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200	\$0	\$3,120	\$0	\$0	\$0	\$38,527	
Provo/Orem BRT	MSP09617	300	\$81,824	\$0	\$0	\$26,726	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,967	\$2,925	\$72,800	\$14,040	\$0	\$0	\$13,000	\$49,920	\$62,400	\$0	\$0	\$341,603	
Airport Station	MSP12416		\$0	\$0	\$34,988	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,801	\$0	\$24,384	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,800	\$0	\$136,973	
Airport Design	MSP12416		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,769	\$0	\$2,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,694	
Tiger Grant	MSP16317		\$3,273	\$236,139	\$139,950	\$0	\$42,259	\$0	\$0	\$0	\$0	\$0	\$0	\$6,160	\$0	\$48,769	\$35,935	\$2,925	\$0	\$0	\$0	\$2,600	\$0	\$0	\$62,400	\$31,200	\$0	\$611,610	
Sandy Parking Structure	MSP		\$0	\$0	\$0	\$26,726	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,726	
UVU Ped Bridge	MSP		\$0	\$0	\$0	\$26,726	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,726	
Positive Train Control	MSP12217		\$0	\$0	\$0	\$0	\$25,355	\$0	\$0	\$155,956	\$199,314	\$0	\$0	\$0	\$0	\$0	\$48,769	\$0	\$5,850	\$5,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,444	
Sugarhouse Double Track	MSP		\$0	\$0	\$0	\$0	\$16,904	\$0	\$0	\$12,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,900	
Main St/400 South Interlocking - Rehab	SGR355		\$0	\$0	\$0	\$26,726	\$8,452	\$0	\$0	\$0	\$0	\$0	\$0	\$24,641	\$0	\$4,877	\$0	\$0	\$5,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,896	
Main St/400 South Traffic Study	SGR355		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,961	\$0	\$14,631	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,592	
South Davis BRT	MSP		\$6,546	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,877	\$0	\$0	\$5,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,623	
Signal Pre-Emption	MSP		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,996	\$13,288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,484	
UDOT I-15 Widening 7200 S			\$0	\$0	\$0	\$26,726	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,320	\$0	\$24,384	\$0	\$2,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,356	
MOW Building Clearfield	MSP		\$0	\$0	\$0	\$0	\$8,452	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,452	
Stray Current	SGR04717		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$156,000	\$0	\$0	\$0	\$0	\$0	\$0	\$168,996	
CR Rail Vehicles	SGR35317		\$0	\$0	\$0	\$0	\$0	\$0	\$175,216	\$0	\$0	\$0	\$0	\$0	\$0	\$9,754	\$0	\$2,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$187,894	
LRT Rail Vehicles	SGR04017		\$0	\$0	\$0	\$0	\$0	\$58,361	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,754	\$0	\$2,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,040	
Bus	SGR04017		\$0	\$0	\$0	\$0	\$0	\$52,525	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,754	\$0	\$2,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,204	
BR Rehab/Maintenance	SGR35916		\$0	\$0	\$0	\$0	\$33,807	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,807	
Red Light Signal	SGR37017		\$0	\$0	\$0	\$0	\$0	\$0	\$25,993	\$13,288	\$0	\$0	\$0	\$0	\$24,384	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,665	
ROW Preservation Box Elder	CDC008		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,625	\$0	\$0	\$0	\$0	\$0	\$1,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,795	
ROW Preservation SW SLCo			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,578	\$0	\$0	\$0	\$0	\$0	\$1,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,748	
ROW Preservation Weber			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,578	\$0	\$0	\$0	\$0	\$0	\$1,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,748	
Ogden BRT	CDM090		\$196,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,384	\$0	\$2,925	\$5,200	\$15,600	\$0	\$0	\$13,000	\$6,240	\$62,400	\$124,800	\$0	\$450,928	
Innovative Mobility			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,769	\$0	\$2,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,694	
OCS Study			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,993	\$0	\$0	\$0	\$0	\$0	\$97,537	\$0	\$5,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$129,380	
Depot District			\$0	\$0	\$104,963	\$106,906	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,320	\$0	\$9,754	\$0	\$2,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,800	\$31,200	\$0	\$288,868
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Unallocated			\$32,730	\$6,214	\$52,481	\$26,726	\$0	\$5,836	\$9,222	\$12,996	\$39,863	\$0	\$6,160	\$0	\$16,684	\$34,138	\$35,935	\$12,870	\$5,200	\$1,560	\$0	\$26,000	\$0	\$0	\$0	\$78,000	\$52,000	\$454,616	

\$3,999,316

Total	\$327,298	\$248,567	\$349,876	\$267,265	\$169,036	\$116,722	\$184,438	\$259,927	\$265,752	\$15,781	\$6,160	\$123,205	\$25,668	\$487,685	\$89,837	\$58,500	\$104,000	\$31,200	\$156,000	\$52,000	\$26,000	\$62,400	\$208,000	\$312,000	\$52,000	\$3,999,316
-------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	----------	---------	-----------	----------	-----------	----------	----------	-----------	----------	-----------	----------	----------	----------	-----------	-----------	----------	-------------