

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

Wednesday, November 28, 2018, 1:30-4:00 p.m.
Utah Transit Authority Headquarters,
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



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|---|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Cathie Griffiths |
| 3. Safety First Minute | Dave Goeres |
| 4. General Public Comment Period | Bob Biles |
| 5. Approval of November 14, 2018 Board Meeting & Public Hearing Report | Chair Carlton Christensen |
| 6. September 2018 Financial Report | Bob Biles |
| 7. R2018-11-01: Resolution Amending the Bylaws of the Utah Transit Authority | Chair Carlton Christensen |
| 8. R2018-11-02: Resolution Authorizing the Sale of Real Property (Orem Bus Transfer Center) | Paul Drake |
| 9. R2018-11-03: Resolution Authorizing the Purchase of Real Property (Parcels 137:A, 137:E) | Paul Drake |
| 10. Contracts and Change Orders | |
| a. R2018-11-04: Resolution Authorizing Execution of the Contract with Michelin North America, Inc. for the Lease of Bus Tires | Eddy Cumins |
| b. R2018-11-05: Resolution Authorizing Execution of the Contract with Stantec Architecture, Inc. for Professional Engineering Services (Depot District) | Eddy Cumins |
| c. R2018-11-06: Resolution Authorizing Execution of the Contract Amendment with Stadler US, Inc. for the Extension of Lease Agreement (Warm Springs) | Paul Drake |
| d. Revenue Contract: 7200 South Bridge (UDOT) | Eddy Cumins |
| 11. Pre-Procurements | Steve Meyer |

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- | | |
|---|----------------------------------|
| 12. Salt Lake City Interlocal Agreement Update | Nichol Bourdeaux |
| 13. Closed Session
a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation | Chair Carlton Christensen |
| 14. Other Business
a. Next meeting: December 12, 2018 | Chair Carlton Christensen |
| 15. Adjourn | Chair Carlton Christensen |

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

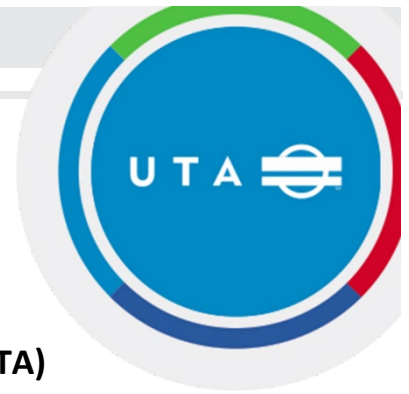
Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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

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

Safety doesn't happen by accident





**Report of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
November 14, 2018**

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 1:31 p.m. with two board members present. The board and meeting attendees then 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.

General Public Comment Period. Public comment was given by Claudia Johnson. Ms. Johnson requested that the positive changes initiated by the former board be continued.

Public Hearing on the 2019 Tentative Budget. A motion to open the public hearing on the agency's 2019 tentative budget was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously and the public hearing began at 1:36 p.m. No public comment was given.

A motion to close the public hearing period was made by Trustee Holbrook and seconded by Trustee Christensen. The motion carried unanimously and the public hearing closed at 1:37 p.m.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, November 28, 2018.

Adjournment. The meeting was adjourned at 1:37 p.m. by motion.

Transcribed by Cathie Griffiths
Assistant to the President/CEO
Utah Transit Authority
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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/pmnsitemap/notice/497607.html> for entire content.

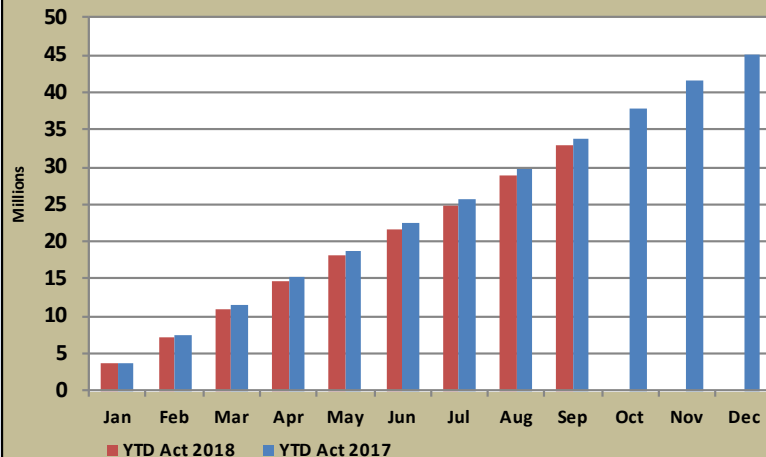
This document along with the digital recording constitute the official minutes of this meeting.

UTA Board Dashboard:

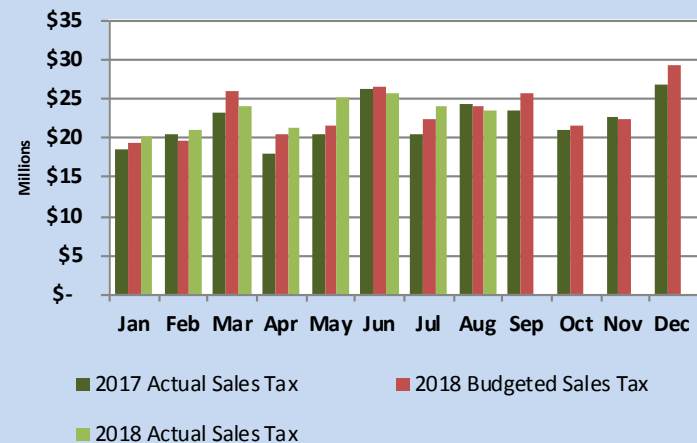
September 2018

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	Sept Actual	Sept Budget		%	YTD Actual	YTD Budget		%
Sales Tax (August '18 mm \$)	\$ 23.5	\$ 24.2	\$ (0.64)	-2.7%	\$ 184.8	\$ 179.9	\$ 4.89	2.7%
Fare Revenue (mm)	\$ 3.8	\$ 4.7	\$ (0.90)	-19.3%	\$ 37.7	\$ 36.2	\$ 1.53	4.2%
Operating Exp (mm)	\$ 21.6	\$ 23.2	\$ 1.67	7.2%	\$ 200.4	\$ 207.3	\$ 6.92	3.3%
Investment Per Rider (IPR)	\$ 4.48	\$ 5.13	\$ 0.65	12.7%	\$ 4.95	\$ 5.13	\$ 0.18	3.5%
IPR adj for fuel price	\$ 4.21	\$ 5.13	\$ 0.92	17.9%	\$ 4.92	\$ 5.13	\$ 0.21	4.1%
UTA Diesel Price (\$/gal)	\$ 2.33	\$ 2.20	\$ (0.13)	-5.7%	\$ 2.40	\$ 2.20	\$ (0.20)	-9.0%
Operating Metrics	Sept Actual	Sep-17	F/ (UF)	%	YTD Actual	YTD 2017	F/ (UF)	%
Ridership (mm)	4.04	4.01	0.0	0.8%	32.85	33.83	(1.0)	-2.9%
Alternative Fuels	\$/gal				YTD Actual			
CNG Price (Bus Diesel Equiv rtl)	\$ 1.16	Revenue Development (m\$)			\$ 36.83			
Debt Service	Sept Actual	Sep-17	Var	%	YTD Actual	YTD 2017	Var	%
Debt Service (net mm)	\$ 8.60	\$ 8.40	\$ (0.20)	-2.4%	\$ 87.21	\$ 77.15	\$ (10.05)	-13.0%

UTA Ridership Trends

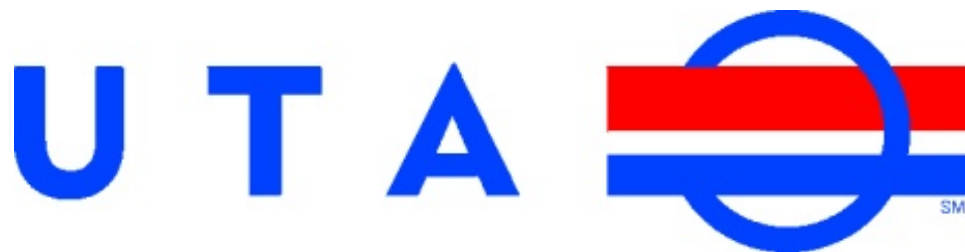


UTA Sales Tax Trends



Utah Transit Authority
Financial Statement
(Unaudited)

September 30, 2018



KEY ITEM REPORT
(UNAUDITED)

EXHIBIT 1-1

As of September 30, 2018

	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 210,758,470	\$ 205,594,250	\$ 5,164,220	3%
2 Passenger Revenue	\$ 37,680,484	\$ 36,153,172	1,527,312	4%
3 Other Revenue	\$ 59,306,266	\$ 55,339,750	3,966,516	7%
4 Total Revenue	307,745,220	297,087,172	10,658,048	4%
5 Net Operating Expenses	(200,400,873)	(207,321,961)	6,921,087	3%
Net Operating Income (Loss)	107,344,347	89,765,211	17,579,136	20%
6 Debt Service	87,206,919	86,561,026	(645,893)	-1%
7 Other Non-Operating Expenses	3,298,409	4,128,750	830,341	20%
8 Sale of Assets	(5,323,404)	-	5,323,404	
9 Contribution to Capital Reserves	\$ 22,162,423	\$ (924,565)	\$ 23,086,988	
10 Bond Debt Service - Series 2007A CAB	69,069			
11 Amortization	(2,889,334)			
12 Depreciation	71,205,171			
13 Total Non-cash Items	\$ 68,384,906			

GOALS

RIDERSHIP

2017 Actual	September 2018	September 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	4,039,537	4,006,524	33,013	32,853,297	33,831,130	-977,833

REVENUE DEVELOPMENT

	YTD
15 Federal/Local/Regional	\$36,827,447

OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR with Fuel Adjustment
16 Net Operating Expense	\$ 200,400,873	Net Operating Expense	\$ 200,400,873
17 Less: Passenger Revenue	(37,680,484)	Less: Passenger Revenue	(37,680,484)
18		Fuel Adjustment	(1,083,890)
19 Subtotal	162,720,389	Subtotal	161,636,499
20 Divided by: Ridership	÷ 32,853,297	Divided by: Ridership	÷ 32,853,297
21 Investment per Rider	\$ 4.95	Investment per Rider	\$ 4.92

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of September 30, 2018

BALANCE SHEET

	9/30/2018	9/30/2017
CURRENT ASSETS		
1 Cash	\$ 11,802,162	\$ 11,267,013
2 Investments (Unrestricted)	82,760,810	151,852
3 Investments (Restricted)	151,666,769	191,926,364
4 Receivables	63,557,057	55,464,656
5 Receivables - Federal Grants	27,516,833	10,450,634
6 Inventories	35,521,967	32,574,305
7 Prepaid Expenses	2,158,461	2,077,845
8 TOTAL CURRENT ASSETS	\$ 374,984,059	\$ 303,912,669
9 Property, Plant & Equipment (Net)	3,053,477,009	2,987,983,105
10 Other Assets	144,233,485	121,760,723
11 TOTAL ASSETS	\$ 3,572,694,553	\$ 3,413,656,497
12 Current Liabilities	24,287,565	\$ 22,872,523
13 Other Liabilities	274,235,030	235,378,136
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,200,346,565	2,126,802,972
16 Equity	972,948,839	915,677,745
17 TOTAL LIABILITIES & EQUITY	\$ 3,572,694,553	\$ 3,413,656,497

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	37,815,498	42,964,240
19 2015A Sub Interest Reserves		-
20 2018 Bond Proceeds	58,694,824	
21 Debt Service Interest Payable	27,148,291	25,459,280
22 Risk Contingency	7,663,947	7,504,527
23 Box Elder County ROW (sales tax)	6,865,369	5,903,843
24 Mountain Accord	149,706	243,304
25 Joint Insurance Trust	4,246,184	3,256,602
26 UT County Bond Proceeds	1,473,595	43,793,851
27 Amounts held in escrow	7,609,355	4,254,216
28 TOTAL RESTRICTED RESERVES	\$ 151,666,769	\$ 133,379,863
DESIGNATED OPERATING RESERVES		
29 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	25,976,619	25,247,693
33 Early Debt Retirement Reserve	39,963,175	14,858,258
34 TOTAL DESIGNATED OPERATING RESERVES	\$ 84,770,840	\$ 58,546,501
35 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 236,437,609	\$ 191,926,364

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of September 30, 2018

REVENUE & EXPENSES

	ACTUAL Sep-18	ACTUAL Sep-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 3,773,414	\$ 4,302,398	\$ 37,680,484	\$ 38,034,819
2 Advertising Revenue	200,000	200,000	1,800,000	1,766,664
3 Investment Revenue	370,675	254,284	4,664,769	2,063,245
4 Sales Tax	27,381,363	23,580,896	210,758,470	194,583,573
5 Other Revenue	181,827	363,481	6,771,762	2,706,592
6 Fed Operations/Preventative Maint.	5,762,579	3,998,009	46,069,735	45,014,650
7 TOTAL REVENUE	\$ 37,669,858	\$ 32,699,068	\$ 307,745,220	\$ 284,169,543
OPERATING EXPENSE				
8 Bus Service	\$ 7,432,748	\$ 6,949,757	\$ 70,907,730	\$ 66,247,939
9 Commuter Rail	2,148,700	1,770,374	18,209,228	15,897,642
10 Light Rail	3,222,146	3,178,439	26,765,853	26,417,352
11 Maintenance of Way	1,732,766	1,113,850	12,012,268	11,828,617
12 Paratransit Service	1,301,280	1,712,495	15,578,588	14,859,027
13 RideShare/Van Pool Services	115,720	288,552	2,161,733	2,143,434
14 Operations Support	3,668,127	3,316,147	33,493,552	31,030,431
15 Administration	1,942,746	1,808,939	21,271,922	21,191,883
16 TOTAL OPERATING EXPENSE	\$ 21,564,233	\$ 20,138,553	\$ 200,400,873	\$ 189,616,325
17 NET OPERATING INCOME (LOSS)	\$ 16,105,625	\$ 12,560,515	\$ 107,344,347	\$ 94,553,218
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 302,379	\$ 346,128	\$ 3,298,409	\$ 3,735,386
19 Major Investment Studies		(7,480)	-	-
20 Offsetting Investment Studies			-	-
21 Bond Principal	182,778	766,667	10,296,666	6,680,003
22 Bond Interest	7,901,567	7,307,318	70,961,146	62,999,427
23 Bond Funded Interest - 2015A Sub		47,716	-	4,914,774
24 Bond Cost of Issuance/Fees	-	10,500	1,048,622	45,650
25 Lease Cost	514,896	267,947	4,900,485	2,513,302
26 Sale of Assets	(80,344)		(5,323,404)	(2,365,368)
27 TOTAL NON-OPERATING EXPENSE	\$ 8,821,276	\$ 8,738,796	\$ 85,181,924	\$ 78,523,174
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 7,284,349	\$ 3,821,719	\$ 22,162,423	\$ 16,030,044
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ -	\$ 31,718	\$ 69,069	\$ 158,590
30 Bond Premium/Discount Amortization	(1,062,172)	(2,642,513)	(9,650,361)	(13,212,563)
31 Bond Refunding Cost Amortization	683,649	1,370,384	6,152,842	6,851,920
32 Future Revenue Cost Amortization	67,576	67,576	608,185	608,184
33 Depreciation	(22,721,099)	12,560,000	71,205,171	113,040,000
34 NET OTHER EXPENSES (NON-CASH)	\$ (23,032,046)	\$ 11,387,165	\$ 68,384,906	\$ 107,446,131

CURRENT MONTH

	ACTUAL Sep-18	BUDGET Sep-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 3,773,414	\$ 4,677,068	\$ (903,654)	-19%
2 Advertising Revenue	200,000	213,833	(13,833)	-6%
3 Investment Revenue	370,675	311,000	59,675	19%
4 Sales Tax	27,381,363	25,691,342	1,690,021	7%
5 Other Revenue	181,827	564,333	(382,506)	-68%
6 Fed Operations/Preventative Maint.	5,762,579	5,068,917	693,662	14%
7 TOTAL REVENUE	\$ 37,669,858	\$ 36,526,493	\$ 1,143,365	3%
OPERATING EXPENSE				
8 Bus Service	\$ 7,432,748	\$ 8,172,215	\$ 739,467	9%
9 Commuter Rail	2,148,700	1,863,293	(285,407)	-15%
10 Light Rail	3,222,146	2,960,926	(261,220)	-9%
11 Maintenance of Way	1,732,766	1,578,358	(154,408)	-10%
12 Paratransit Service	1,301,280	1,924,188	622,908	32%
13 RideShare/Van Pool Services	115,720	267,535	151,815	57%
14 Operations Support	3,668,127	3,771,403	103,276	3%
15 Administration	1,942,746	2,698,129	755,383	28%
16 TOTAL OPERATING EXPENSE	\$ 21,564,233	\$ 23,236,047	\$ 1,671,814	7%
17 NET OPERATING INCOME (LOSS)	\$ 16,105,625	\$ 13,290,446	\$ 2,815,179	21%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 302,379	\$ 458,750	\$ 156,371	34%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	182,778	-	(182,778)	
22 Bond Interest	7,901,567	8,051,454	149,887	2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	-	5,458	5,458	100%
25 Lease Cost	514,896	1,081,746	566,850	52%
26 Sale of Assets	(80,344)	-	80,344	
27 TOTAL NON-OPERATING EXPENSE	\$ 8,821,276	\$ 9,597,408	\$ 776,132	8%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 7,284,349	\$ 3,693,038	\$ 3,591,311	-97%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ -			
30 Bond Premium/Discount Amortization	(1,062,172)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	(22,721,099)			
34 NET OTHER EXPENSES (NON-CASH)	\$ (23,032,046)			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of September 30, 2018

YEAR TO DATE

	ACTUAL Sep-18	BUDGET Sep-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 37,680,484	\$ 36,153,172	\$ 1,527,312	4%
2 Advertising Revenue	1,800,000	1,841,500	(41,500)	-2%
3 Investment Revenue	4,664,769	2,799,000	1,865,769	67%
4 Sales Tax	210,758,470	205,594,250	5,164,220	3%
5 Other Revenue	6,771,762	5,079,000	1,692,762	33%
6 Fed Operations/Preventative Maint.	46,069,735	45,620,250	449,485	1%
7 TOTAL REVENUE	\$ 307,745,220	\$ 297,087,172	\$ 10,658,048	4%
OPERATING EXPENSE				
8 Bus Service	\$ 70,907,730	\$ 72,580,089	\$ 1,672,359	2%
9 Commuter Rail	18,209,228	17,140,761	(1,068,467)	-6%
10 Light Rail	26,765,853	26,451,821	(314,032)	-1%
11 Maintenance of Way	12,012,268	13,397,992	1,385,724	10%
12 Paratransit Service	15,578,588	17,220,356	1,641,768	10%
13 RideShare/Van Pool Services	2,161,733	2,407,322	245,589	10%
14 Operations Support	33,493,552	33,824,570	331,018	1%
15 Administration	21,271,922	24,299,050	3,027,128	12%
16 TOTAL OPERATING EXPENSE	\$ 200,400,873	\$ 207,321,961	\$ 6,921,087	3%
17 NET OPERATING INCOME (LOSS)	\$ 107,344,347	\$ 89,765,211	\$ 17,579,136	20%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 3,298,409	\$ 4,128,750	\$ 830,341	20%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	10,296,666	9,200,000	(1,096,666)	-12%
22 Bond Interest	70,961,146	70,976,544	15,398	0%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,048,622	49,125	(999,497)	-2035%
25 Lease Cost	4,900,485	6,335,357	1,434,872	23%
26 Sale of Assets	(5,323,404)	-	5,323,404	
27 TOTAL NON-OPERATING EXPENSE	\$ 85,181,924	\$ 90,689,776	\$ 5,507,852	6%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 22,162,423	\$ (924,565)	\$ 23,086,988	2497%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 69,069			
30 Bond Premium/Discount Amortization	(9,650,361)			
31 Bond Refunding Cost Amortization	6,152,842			
32 Future Revenue Cost Amortization	608,185			
33 Depreciation	71,205,171			
34 NET OTHER EXPENSES (NON-CASH)	\$ 68,384,906			

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 8,572,687	\$ 23,516,922	36.5%
2 INFORMATION TECHNOLOGY	2,508,106	8,594,818	29.2%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	521,361	1,035,796	50.3%
4 CAPITAL PROJECTS	6,491,410	41,057,292	15.8%
5 PROVO OREM BRT	24,097,567	40,227,000	59.9%
6 AIRPORT STATION RELOCATION	1,163,120	22,901,499	5.1%
7 STATE OF GOOD REPAIR	11,557,059	29,674,141	38.9%
8 PROP 1 PROJECTS	2,108,385	11,067,067	19.1%
9 TIGER (INCLUDING PROP#1 TIGER)	526,998	13,104,294	4.0%
10 TOTAL	<u>\$ 57,546,693</u>	<u>\$ 191,178,829</u>	30.1%
REVENUES			
14 GRANT	\$ 3,726,741	\$ 26,114,493	14.3%
16 PROVO-OREM TRIP	24,097,567	30,000,000	80.3%
17 LEASES (PAID TO DATE)	7,963,654	21,163,045	37.6%
18 BONDS	2,035,887	50,877,399	4.0%
19 LOCAL PARTNERS	267,510	14,318,487	1.9%
15 TRANSFER FROM OPERATING (PROP 1)	2,108,385	3,997,323	0.0%
20 UTA FUNDING	17,346,949	44,708,082	38.8%
21 TOTAL	<u>\$ 57,546,693</u>	<u>\$ 191,178,829</u>	30.1%

As of September 30, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Sep-18	Sep-17	2018	2017
UTA				
Fully Allocated Costs	21,866,611	20,138,553	200,400,872	189,616,226
Passenger Farebox Revenue	3,773,414	4,302,398	37,680,484	38,037,824
Passengers	4,039,537	4,006,524	32,853,297	33,831,131
Farebox Recovery Ratio	17.3%	21.4%	18.8%	20.1%
Actual Investment per Rider	\$4.48	\$3.95	\$4.95	\$4.48
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	10,087,404	9,194,824	94,919,176	89,196,404
Passenger Farebox Revenue	1,295,271	1,447,418	14,508,227	14,334,306
Passengers	1,764,311	1,708,856	14,151,355	14,602,472
Farebox Recovery Ratio	12.8%	15.7%	15.3%	16.1%
Actual Investment per Rider	\$4.98	\$4.53	\$5.68	\$5.13
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,566,735	5,781,467	55,399,034	53,227,054
Passenger Farebox Revenue	1,355,069	1,495,566	13,277,838	13,161,472
Passengers	1,641,804	1,680,617	13,422,278	13,985,515
Farebox Recovery Ratio	20.6%	25.9%	24.0%	24.7%
Actual Investment per Rider	\$3.17	\$2.55	\$3.14	\$2.86
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,440,006	2,861,566	29,561,230	27,133,707
Passenger Farebox Revenue	415,684	502,762	4,310,338	4,269,630
Passengers	464,505	433,137	3,733,872	3,625,709
Farebox Recovery Ratio	12.1%	17.6%	14.6%	15.7%
Actual Investment per Rider	\$6.51	\$5.45	\$6.76	\$6.31
PARATRANSIT				
Fully Allocated Costs	1,551,775	1,843,719	17,034,773	16,301,335
Passenger Farebox Revenue	380,795	546,348	2,652,691	3,387,444
Passengers	68,645	69,719	630,130	628,628
Farebox Recovery Ratio	24.5%	29.6%	15.6%	20.8%
Actual Investment per Rider	\$17.06	\$18.61	\$22.82	\$20.54
RIDESHARE				
Fully Allocated Costs	220,691	456,977	3,486,659	3,757,725
Passenger Farebox Revenue	326,596	310,304	2,931,389	2,884,971
Passengers	100,272	114,196	915,661	988,807
Farebox Recovery Ratio	148.0%	67.9%	84.1%	76.8%
Actual Investment per Rider	(\$1.06)	\$1.28	\$0.61	\$0.88

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Sep-18	Sep-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$10,087,404	\$9,194,824	\$94,919,176	\$89,196,404
Light Rail Service	\$6,566,735	\$5,781,467	\$55,399,034	\$53,227,054
Commuter Rail Service	\$3,440,006	\$2,861,566	\$29,561,230	\$27,133,707
Paratransit	\$1,551,775	\$1,843,719	\$17,034,773	\$16,301,335
Rideshare	\$220,691	\$456,977	\$3,486,659	\$3,757,725
UTA	\$21,866,611	\$20,138,553	\$200,400,872	\$189,616,225
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,295,271	\$1,447,418	\$14,508,227	\$14,334,306
Light Rail Service	\$1,355,069	\$1,495,566	\$13,277,838	\$13,161,472
Commuter Rail Service	\$415,684	\$502,762	\$4,310,338	\$4,269,630
Paratransit	\$380,795	\$546,348	\$2,652,691	\$3,387,444
Rideshare	\$326,596	\$310,304	\$2,931,389	\$2,884,971
UTA	\$3,773,414	\$4,302,398	\$37,680,484	\$38,037,823
PASSENGERS				
Bus Service	1,764,311	1,708,856	14,151,355	14,602,472
Light Rail Service	1,641,804	1,680,617	13,422,278	13,985,515
Commuter Rail Service	464,505	433,137	3,733,872	3,625,709
Paratransit	68,645	69,719	630,130	628,628
Rideshare	100,272	114,196	915,661	988,807
UTA	4,039,537	4,006,524	32,853,297	33,831,130
FAREBOX RECOVERY RATIO				
Bus Service	12.8%	15.7%	15.3%	16.1%
Light Rail Service	20.6%	25.9%	24.0%	24.7%
Commuter Rail Service	12.1%	17.6%	14.6%	15.7%
Paratransit	24.5%	29.6%	15.6%	20.8%
Rideshare	148.0%	67.9%	84.1%	76.8%
UTA	17.3%	21.4%	18.8%	20.1%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$4.98	\$4.53	\$5.68	\$5.13
Light Rail Service	\$3.17	\$2.55	\$3.14	\$2.86
Commuter Rail Service	\$6.51	\$5.45	\$6.76	\$6.31
Paratransit	\$17.06	\$18.61	\$22.82	\$20.54
Rideshare	(\$1.06)	\$1.28	\$0.61	\$0.88
UTA	\$4.48	\$3.95	\$4.95	\$4.48

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of September 30, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 27,516,833	\$ 27,516,833				
2 Local Contributions ²	49,490,894	49,490,311				583
3 Pass Sales	364,792	376,890	20,476	(102,472)	12,970	56,928
4 Property Management	127,578	33,086	43,442	1,728	11,354	37,968
5 Vanpool/Rideshare	23,357	16,426	(2,947)	5,608	14	4,256
6 Product Sales and Development	3,390,978	2,229,117	1,112,579	10,859	14,136	24,287
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	3,893,236	694,948	3,000,000		-	198,288
9 Mobility Management	1,700	-			-	1,700
10 Paratransit	11,250	11,250				-
11 Other ³	6,251,472	6,251,472				
12 Total	\$ 91,073,890	\$ 86,620,333	\$ 4,173,550	\$ (84,277)	\$ 38,474	\$ 325,810

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Pass Sales	103.3%	5.6%	-28.1%	3.6%	15.6%	
16 Property Management	25.9%	34.1%	1.4%	8.9%	29.8%	
17 Vanpool/Rideshare	70.3%	-12.6%	24.0%	0.1%	18.2%	
18 Product Sales and Development	65.7%	32.8%	0.3%	0.4%	0.7%	
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	100.0%	
20 Capital Development Agreements	17.9%	77.1%	0.0%	0.0%	5.1%	
21 Mobility Management						
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	95.1%	4.6%	-0.1%	0.0%	0.4%	

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

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

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

Note:

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM SEPTEMBER 1, 2018 THROUGH SEPTEMBER 30, 2018
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
17-2212TB (7) FORD EXPLORERS (POLICE)	5/25/2017	KEN GARFF WEST VALLEY	339352	9/13/2018	\$ 214,886.00
R2018-05-09		ROCKY MOUNTAIN POWER	339585	9/20/2018	326,725.70
15-577TP EMPLOYEE HEALTH CLINIC	4/28/2016	CAREHERE, LLC.	339652	9/20/2018	201,600.92
14-1063JH TIMP FACILITY EXPANSION	7/29/2015	BIG-D CONSTRUCTION	339670	9/20/2018	1,135,993.27
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	339678	9/20/2018	221,077.35
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	339849	9/27/2018	747,598.05

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AMENDING THE
BYLAWS OF THE UTAH TRANSIT AUTHORITY**

No. R2018-11-01

November 28, 2018

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

WHEREAS, the Board of Trustees (“Board”), after consulting with the Local Advisory Board in a joint public meeting held on November 14, 2018, desires to amend the Authority’s bylaws to reflect legislative changes to the Public Transit District Act, to establish Local Advisory Board officers and duties, and to better enable the Board to provide direction to the Authority.

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

1. That the Utah Transit Authority Bylaws, as set forth in Exhibit A, are hereby amended.
2. That this Resolution supersedes Resolution 2017-02-01.
3. That this Resolution stay in force and effect until rescinded, amended, or superseded by further action of the Board.
4. That the Board formally ratifies prior actions taken by staff that were necessary or appropriate to amend the Bylaws.
5. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 28th day of November, 2018.

Carleton Christensen, Chair
Board of Trustees

ATTEST:

_____, Secretary/Treasurer

[SEAL]

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on the 28th day of November, 2018.

Carleton Christensen, Chair
Board of Trustees

_____, Secretary/Treasurer

Approved as to Form

Legal Counsel

Exhibit A



BYLAWS OF THE

UTAH TRANSIT AUTHORITY

DRAFT 11-20-2018

DRAFT

BYLAWS OF THE UTAH TRANSIT AUTHORITY

TABLE OF CONTENTS

Section 1. Creation.

The Utah Transit Authority (the “Authority”) was created pursuant to the Utah Limited Purpose Local Government Entities - Local Districts Act, Title 17B, Chapter One – and the Utah Public Transit District Act, Chapter 2(a), Part 8 of the Utah Code Annotated 1953, as amended (the “Act”), and is a public transit district organized under the laws of the State of Utah. The Authority is comprised of its Board of Trustees, which shall hereinafter be referred to as the Board and its appointees shall be referred to as Trustees; the Local Advisory Board of Trustees, which shall hereinafter be referred to as the Advisory Board and its appointees shall be referred to as Members; officers; management; and employees. It is a political subdivision of the State of Utah with those powers specifically granted in the Act and with implied powers necessary to carry out the objectives and purposes of a public transit district.

Section 2. Duties.

- A. Trustees and Members shall act in the best interest of the Authority and in accordance with the Constitutions and laws of the United States of America and the State of Utah, the Act, as well as adopted policies.
- B. Trustees and Members have a duty to exercise due care, to act with reasonable skill and diligence, and to perform the duties of their office honestly, faithfully, and to the best of their abilities.

C. Trustees and Members have a fiduciary duty to the entire transit district. They have a duty of loyalty and shall articulate and consider the interests of constituencies in the District and then take actions based on the best interest of the entire transit district.

D. Trustees, Members, and their alternates have a duty to complete an annual Financial Disclosure Report, sign an annual Code of Conduct, provide prompt disclosure of conflict of interests, and recuse themselves from discussing or voting on issues for which they have a conflict of interest.

E. Trustees and Members have a duty to comply with the State of Utah's Government Records Access and Management Act and to maintain records consistent with applicable retention schedules adopted by the Authority.

F. Trustees and Members have a duty to comply with the State of Utah's Public Officers' and Employees' Ethics Act.

G. Trustees and Members have a duty to maintain the confidentiality of non-public information obtained in their official capacities. They shall not disclose or improperly use non-public information for actual or anticipated personal, economic, or political gain, or for the actual or anticipated personal, economic, or political gain of any other person. They shall not rely on non-public information obtained in an official capacity to acquire a pecuniary interest in any property, transaction, or enterprise.

H. Each Trustee and Member shall report the business of the Authority to their appointing jurisdictions.

Section 3. Oath of Office.

The oath of office shall be given to all Trustees and Members before commencing the duties of the office.

Section 4. Indemnification.

Trustees and Members shall be defended by the Authority against any action, suit or proceeding arising from an act or omission alleged to have been committed within the scope of the individual's official capacity with the Authority to the full extent allowed by applicable law.

Section 5. Attendance.

Each Trustee and Member is expected to serve faithfully, attend all meetings and perform other assignments in compliance with Board and Advisory Board policies.

ARTICLE II — THE BOARD OF TRUSTEES

Section 1. Qualifications, Appointment, Number and Terms of Office.

The required number of Trustees, the terms of office, qualifications, and the process of appointment to the Board of Trustees, shall all be as set forth in the Act, as amended.

Section 2. Powers.

The Board of Trustees shall have the powers provided in the Act, these Bylaws, and other applicable law.

Section 3. Compensation.

The Advisory Board shall set the compensation of the Board of Trustees.

Section 4. Board Officers.

The officers of the Board of Trustees shall consist of all Trustees of the Board, Secretary, Executive Director, Treasurer, Comptroller, and Internal Auditor.

Section 5. Appointment of Board Officers.

The Board Chair shall be appointed by the Governor of the State of Utah. The Board shall appoint an Executive Director by an affirmative vote of a majority of the Board, as well as a Secretary, Treasurer, Comptroller, and Internal Auditor.

Section 6. Responsibilities of Officers.

A. Board Chair.

The Chair shall preside at all Board meetings and all joint meetings of the Board and the Advisory Board, set the agenda for Board meetings in consultation with the other Trustees, coordinate the agenda for Advisory Board meetings with the Advisory Board Chair, and shall establish the duration and timing of public comment.

B. Board Secretary.

The Secretary shall attest to all resolutions, ordinances, or orders passed by the Board and shall ensure that all necessary documents are filed with appropriate entities.

C. Treasurer.

The Treasurer may be chosen from among the members of the Board except that the Board Chair may not be appointed as Treasurer. The Treasurer shall serve as custodian of all money, bonds, or other securities of the Authority and, in consultation with the Advisory Board, shall ensure that the Authority complies with the requirements of the State of Utah's Money Management Act.

D. Comptroller.

The Controller shall oversee the Authority's accounting and financial reporting.

E. Internal Auditor.

The Internal Auditor shall objectively review the Authority's key processes and related internal controls; evaluate and improve the Authority's risk management, control, and

governance processes; and report assessment results and recommendations as required by the Act. The Internal Auditor shall also serve as the Authority’s Ethics Officer and shall investigate complaints of ethical violations.

Section 7. Appointment of Staff.

The Board shall hire qualified individuals, set salaries, and develop performance targets and evaluations for the Executive Director; Chief Internal Auditor; any vice president level officer; the Chief Safety, Security, and Technology Officer; and the Chief People Officer.

Section 8. Removal of Officers.

Trustees shall serve at the pleasure of the Governor of the State of Utah. The Executive Director may be removed pursuant to the terms of the Act. All other officers serve at the pleasure of the Board and may be removed by a majority vote.

Section 9. Voting Rights and Quorum.

Each Trustee may cast one vote on all questions, orders, resolutions, and ordinances coming before the Board. A majority of all Trustees constitutes a quorum for the transaction of Board business. Except as otherwise provided in these Bylaws or applicable State law, a majority vote or more of a quorum is sufficient to carry any order, resolution, ordinance or proposition before the Board.

ARTICLE III — THE LOCAL ADVISORY BOARD

Section 1. Qualifications and Appointment.

The required number of Members, the terms of office, qualifications, and the process of appointment to the Local Advisory Board (“Advisory Board”), shall all be as set forth in the Act, as amended.

Section 2. Powers.

The Advisory Board shall have the powers provided in the Act, these Bylaws, and other applicable law.

Section 3. Compensation.

Advisory Board Members shall be compensated in compliance with Utah Administrative Code R25-5 Payment of Meeting Compensation (Per Diem) to Boards.

Section 4. Advisory Board Officers.

The officers of the Advisory Board shall consist of a Chair, Vice-Chair, and Second Vice-Chair.

Section 5. Election/Appointment of Advisory Board Officers.

Members of the Advisory Board shall nominate and elect a Chair, Vice-Chair, and Second Vice-Chair by majority vote from among that body.

Section 6. Term of Office for Advisory Board Officers.

Officers of the Advisory Board shall serve for a period of one year.

Section 7. Duties of Officers.

A. Advisory Board Chair.

The Advisory Board Chair shall preside at all Advisory Board meetings. The Advisory Board Chair shall ensure that the Advisory Board carries out its duties under the Act and shall coordinate the agenda with the Board Chair to accomplish this end. The Advisory Board Chair shall serve as the liaison with the Board.

B. Advisory Board Vice-Chair.

In the absence of the Advisory Board Chair, the Advisory Board Vice-Chair shall carry out the duties of the Advisory Board Chair.

C. Advisory Board Second Vice-Chair.

The Advisory Board Second Vice-Chair shall attest to all resolutions, ordinances, or orders passed by the Advisory Board.

Section 8. Removal from Office.

Advisory Board Officers may be removed by a majority vote of the Advisory Board. Advisory Board Members may be removed by a majority vote of the Advisory Board for ethical violations or criminal conduct.

Section 9. Voting Rights and Quorum.

Each Member may cast one vote on all questions, orders, resolutions, and ordinances coming before the Advisory Board. A majority of all Members constitutes a quorum for the transaction of Advisory Board business. Except as otherwise provided in these Bylaws or applicable State law, an affirmative vote by fifty percent or more of a quorum is sufficient to carry any order, resolution, ordinance or proposition before the Advisory Board. A quorum is not required for the adoption of a motion to adjourn.

Section 10. Alternate Board Member Representation.

Each appointing authority shall have the right to select alternative representatives (“Alternate”) to the Advisory Board so that each appointing authority may be adequately represented. Each appointing authority desirous of selecting an Alternate shall do so in accordance with the procedures for selecting Board Members. If the appointing authority’s Member is not present at a meeting of the Advisory Board or a committee meeting, then a properly designated Alternate may participate in the meeting, make motions, count toward a quorum, and vote in matters before the Advisory Board. Alternates should take steps necessary to be fully informed on actions to be taken at meetings in which they represent their appointing authority.

ARTICLE IV — EXECUTIVE DIRECTOR

Section 1. Powers.

The Executive Director shall have all of the powers, duties, and responsibilities granted and imposed by the Act and those assigned by the Board. In the event the position of Executive Director is vacant, an Interim Executive Director may be given an interim appointment by the Board until the position can be filled.

Section 2. Compensation

The compensation of the Executive Director shall be established by the Board.

Section 3. Removal of Executive Director.

The removal of an Executive Director shall be governed by the Act.

ARTICLE V — COMMITTEES

Section 1. Committees.

The Board may establish standing or ad hoc committees (“Committees”) deemed appropriate and shall designate their functions. Committees shall be established, amended or disbanded by adoption of a Board Resolution at a duly noticed Board meeting. Committees shall meet as needed or as determined by the Board Chair and, once established, by the Committee chair. Members of Committees shall be appointed by the Board Chair and serve at the pleasure of the Board Chair.

Section 2. Committee on Accessible Transportation.

The Authority establishes an advisory committee on accessible transportation (“Committee on Accessible Transportation” or “CAT”) to offer recommendations to the Board on accessibility issues related to the Authority’s facilities, equipment, routes, plans and programs. The CAT serves in an advisory capacity. It shall be governed and membership determined by a charter authorized and

approved by the Board that is consistent with its charge as an advisory committee to the Authority.
The Board Chair shall appoint Members or Trustees to serve as liaison to the CAT.

Section 3. Pension Committee.

The Authority establishes a Pension Committee to manage the Utah Transit Authority Employee Retirement Plan and Trust Agreement (“Plan”). Representation on the Pension Committee shall comply with the Plan and applicable contractual obligations of the Authority.

Section 4. Audit Committee.

The Authority establishes an Audit Committee to direct the Internal Auditor to conduct audits determined to be most critical to the organization and hear the results of those reports. The Audit Committee shall consist of the Board of Trustees, the Chair of the Advisory Board, and the Vice-Chair of the Advisory Board. The Chair of the Board of Trustees shall serve as the Chair of the Audit Committee.

ARTICLE VI — MEETINGS OF THE BOARD AND ADVISORY BOARD

Section 1. Open and Public Meetings.

All meetings of the Board, its Committees, and the Advisory Board shall be open to the public and comply with the State of Utah’s Open and Public Meeting Act.

Section 2. Meeting Schedule.

At the beginning of each fiscal year, the Board and Advisory Board shall establish a regular meeting schedule by resolution.

Section 3. Special Meetings.

The Chair of the Board of Trustees shall call Special Meetings of the Board and joint Special Meetings of the Board and Advisory Board as necessary. The Chair of the Advisory Board shall call Special Meetings of the Advisory Board as necessary.

Section 4. Notice of Meetings.

Notice of all regular meetings, special meetings and emergency meetings of the Board and Advisory Board shall be by electronic means to Trustees and Members at electronic mail address as shown in the records of the Authority. Notice of emergency meetings shall be given to Trustees and Members at least twenty-four hours before the meeting, if possible. In the event twenty-four hour notice is not possible, each Trustee and Member shall receive the best notice which practicably can be given. Notice for emergency meetings may be oral, written, or electronic. Notices of meetings shall contain the date, time, place, and an agenda for the meeting. Notice of meetings shall be posted on the Utah Public Notice Website.

Section 5. Minutes of Meetings.

Minutes of meetings shall be prepared and available to the public as required by the State of Utah's Open and Public Meetings Act.

Section 6. Electronic Attendance at Meetings.

A Trustee or Member may attend a meeting via electronic means if the Trustee or Member provides twenty-four hour advance notice to the applicable Chair. A Trustee or Member attending a meeting electronically shall be counted as present for purposes of a quorum and may fully participate and vote. Only one Trustee or Member is required to be physically present for meetings that other Trustees or Members attend electronically.

Section 7. Order of Business.

The business of all meetings of the Board and Advisory Board shall be transacted as far as practicable in the order of business set forth in the agenda. At any meeting where a new Trustee and Member is to take the oath of office and be seated, such ceremony shall be conducted prior to the determination of a quorum.

ARTICLE VII — CONDUCTING BUSINESS

Section 1. Resolutions, Orders and Ordinances — Vote Recorded.

Each and every formal action by the Board and Advisory Board shall be taken by the passage of a resolution, order or ordinance by the Board or Advisory Board. Resolutions and ordinances shall be by roll call vote with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and Member by electronic means at least twenty-four hours before the ordinance is presented for adoption. All resolutions and ordinances passed by the Board and Advisory Board shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Advisory Board Second Vice-Chair, and kept in the official records of the Authority. A record of meetings of the Board and Advisory Board shall be made and retained as provided by law.

Section 2. Adoption and Amendment of Bylaws.

These Bylaws may be adopted and amended by an affirmative vote by a majority of the Board after consultation with the Advisory Board.

Section 3. Fiscal Year.

The fiscal year of the Authority shall commence on January 1 and end on December 31 of each calendar year.

Section 4. Principal Place of Business.

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board. The Board Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

Section 5. Budget.

The Authority shall prepare an annual budget for the consideration of the Board each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and consulting with the Advisory Board, the Board shall adopt a final annual budget prior to the end of each fiscal year.

Section 6. Audit Reports.

A. Annual Audit.

The Board shall cause an annual audit of the Authority's financial statements to be conducted in accordance with generally accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public accounting firm selected by the Board. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

B. Other Audits.

In consultation with the Advisory Board, the Board may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act.

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE UTAH TRANSIT AUTHORITY AUTHORIZING THE
SALE OF REAL PROPERTY
(OREM BUS TRANSFER CENTER)**

R2018-11-02

November 28, 2018

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

WHEREAS, the Authority is in the process of constructing the Provo Orem Transportation Improvement Project (the "Project") in Utah County; and

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

WHEREAS, on May 23, 2018, the Board designated the Property as surplus and set conditions and parameters for the sale of the Property; and

WHEREAS, the Authority has obtained a certified appraisal identifying the value of the Property to be \$815,000; and

WHEREAS, the Authority has openly marketed the Property for sale for at least thirty (30) days and received multiple competing offers, wherein the highest and best offer during the marketing period was for \$901,500; and

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

1. That the Board hereby approves the sale of the Property, for \$901,500.
2. That the Board hereby approves the contract for the sale of the Property attached hereto as Exhibit A.
3. That the Executive Director and his or her designee(s) are authorized to execute the attached contract and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff with regard to the purchase of the Property.

5. That the corporate seal be attached hereto.

Approved and adopted this 28th day of November, 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of November, 2018

Carlton Christensen, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") entered into this ____ day of _____ 2018, by and between University Mall Shopping Center, L.C., a Utah limited liability company, or its assigns (hereinafter "**Purchaser**"), and Utah Transit Authority, a public transit district (hereinafter "**Seller**"), Seller being the title owner of record of the Property, as defined in Paragraph 1 and legally described in Exhibit "A" attached hereto and incorporated herein, constitutes a contract for the purchase and sale of the real property, described as follows:

1. Property. The following real property located in Utah County, State of Utah

That certain lot of land legally described in Exhibit "A" attached hereto and incorporated herein by this reference; together with any appurtenances, easements, or rights-of-way pertaining to such lot of land, together with any structures, buildings, fixtures and any other improvements on such lot as currently exist as of the Effective Date (the "**Property**").

2. Consideration. The consideration for the conveyance shall be as follows:
 - (a) Purchase Price. The total purchase price for the Property shall be Nine Hundred One Thousand Five Hundred and 00/100 Dollars (\$901,500.00) (the "**Purchase Price**"), which sum shall be funded pursuant to Sub-Paragraphs 2.d. and 2.e. below.
 - (b) In consideration of the Purchase Price, Seller shall convey to Purchaser, and Purchaser shall acquire from Seller, all rights, title, and interest in and to all Property.
 - (c) As a specific component of the consideration, Seller agrees to convey all water rights that Seller owns which are appurtenant to the property (if any).
 - (d) Earnest Money Deposit. Within two (2) business days of execution and receipt of the fully executed original of this Agreement, Purchaser shall deliver to the Title Company (as defined in Paragraph 3) good funds, in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) as earnest money deposit for this transaction ("**Earnest Money Deposit**"). The Earnest Money Deposit, and all interest earned thereon will be applied to the Purchase Price at Closing (as defined in Paragraph 12). The Earnest Money Deposit shall be fully refundable



to Purchaser through the expiration of the Investigation Period (as defined in Paragraph 9).

- (e) Additional Money at Closing. In addition to the Earnest Money Deposit, which shall be released to Seller at Closing and applied to the Purchase Price, Purchaser shall also pay Eight Hundred Fifty-One Thousand Five Hundred and 00/100 Dollars (\$851,500.00), subject to any credits, pro-rations, or further deposits needed under this Agreement, which sum shall be funded to the Title Company for the benefit of Seller at the time of Closing, and disbursed in full to Seller upon Title Company's confirmation of recordation of the Deed on the date of Closing.
3. Escrow. Upon Purchaser's receipt of a fully executed copy of this Agreement, Purchaser shall open escrow within two (2) business days, with Stewart Title, 857 North 900 West Orem, Utah 84057, Attn: Wade Taylor (the "**Title Company**") by depositing the Earnest Money Deposit as provided above and delivering to the Title Company a fully executed copy of this Agreement. Upon mutual execution by Seller and Purchaser, this Agreement shall constitute the initial escrow instructions to the Title Company.
4. Effective Date. The effective date of this Agreement shall be the date when a fully executed copy of this Agreement, together with Purchaser's check, or other good funds for the Earnest Money Deposit, is deposited with the Title Company as provided in Paragraph 3, as evidenced solely by the date inserted by the Title Company beneath its signature on the Receipt of Earnest Money attached hereto ("**Effective Date**"). In the event Purchaser does not timely deposit the Earnest Money Deposit pursuant to Sub-Paragraph 2.d, Purchaser may choose, in Purchaser's sole discretion, to deem the Effective Date (1) the actual date of the Earnest Money Deposit; or (2) the date on which the Earnest Money Deposit was due pursuant to Sub-Paragraph 2.d.
5. Seller Deliverables.
- a. Title Commitment. Seller shall provide Purchaser, within seven (7) calendar days after the Effective Date, a title commitment for a standard coverage owner's policy of title insurance ("**Title Commitment**") issued by the Title Company in full amount of the Purchase Price, subject only to the lien for current year taxes not yet payable (which taxes shall be paid by Purchaser and Seller as provided below), and such other liens and encumbrances as shall be approved by Purchaser pursuant to Paragraphs 6 and 7, in its sole discretion, as well as showing all matters affecting title to the Property including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property, together with legible copies of all recorded documents constituting such exceptions. Seller shall be responsible, at its sole cost and expense, to obtain the Title Commitment for the Property, but Purchaser shall be responsible, at its sole cost and expense, to procure a survey for the Property and any other third-party reports it may desire or may be required by

Purchaser's lender. Seller shall pay for an ALTA standard and extended coverage title insurance policy. Purchaser may pay for any additional endorsement that Purchaser may desire or Purchaser's lender may require.

- b. Survey. Seller shall, within five (5) days of the Effective Date, provide to Purchaser with its most current ALTA Survey to the extent that it has an ALTA Survey in its possession.

All items outlined in this Paragraph 5 shall be defined as "**Due Diligence Documents**".

6. Title and Survey Objections. Purchaser shall have until fifteen (15) days prior to the expiration of the Investigation Period, to provide written notice to Seller of (1) any matters contained in the Title Commitment to which Purchaser objects ("**Title Objections**") and (2) any matters contained in the Title Commitment to which Purchaser approves. Purchaser shall have a period of five (5) business days after receipt of any survey performed under Paragraph 8 to provide objections to matters in such survey, whether disclosed, absent, or otherwise arising from the survey ("**Survey Objections**"). Title Objections and Survey Objections shall collectively be referred to as "**Objections**". Any matters in the Title Commitment to which Purchaser does not expressly object by timely written notice under this Paragraph 6 shall be "**Permitted Exceptions**". Only Objections to which Purchaser expressly objects by timely written notice under this Paragraph 6 shall be deemed not to be Permitted Exceptions.
7. Curing Objections. Seller shall have until the date that is five (5) business days prior to the expiration of the Investigation Period to cure the Objections to the satisfaction of Purchaser ("**Seller's Curing Period**") or elect not to cure the same by written notice to Purchaser ("**Seller's Cure Notice**"); provided, however, all consensual monetary encumbrances, materialmen's liens, labor liens, mechanics liens, or other liens for services or materials provided to the Property recorded against the Property shall be discharged or otherwise removed by Seller on or before Closing and shall automatically be deemed not to constitute Permitted Exceptions. In the event Survey Objections are provided on or after the date of expiration of the Investigation Period, Seller's Curing Period with regard to Survey Objections shall be five (5) business days from receipt of Purchaser's Survey Objections ("**Survey Cure Period**"); Purchaser's termination rights together with rights to refund of the Earnest Money Deposit shall then extend to five (5) business days from the expiration of the Survey Cure Period. If Seller gives notice that Seller elects not to cure the Objections to Purchaser's satisfaction within Seller's Curing Period, then Purchaser may (a) waive any such Objections and proceed to Closing, or (b) terminate this Agreement and receive an immediate and complete refund of the Earnest Money Deposit and any interest earned thereupon. If Purchaser proceeds to Closing through written notice, Purchaser shall be deemed to have waived any Objections and such Objections shall be deemed Permitted Exceptions.

8. Investigations. From the Effective Date through the expiration of the Investigation Period Purchaser, Purchaser's officers, agents, contractors, representatives and any other party performing investigations on behalf of Purchaser shall have the right to enter upon the Property to conduct investigations, including without limitation, obtaining or performing surveys, soils and/or water tests, engineering studies, feasibility studies, environmental assessments and inspections, including, but not limited to, obtaining or performing any invasive testing commonly referred to as "Phase II" testing, evaluating the availability of utilities, drainage, and access, inspecting and verifying Due Diligence Documents, tenant and property manager interviews, and performing such other investigations as Purchaser may desire to determine, in Purchaser's sole discretion, the suitability of the Property for Purchaser's intended use ("**Investigations**"). Through the expiration of the Investigation Period, Purchaser may terminate this Agreement, in Purchaser's sole discretion for any or no reason.
9. Investigation Period. From the Effective Date through 5:00 p.m. Mountain Time on the date that is thirty (30) business days after the Effective Date ("**Investigation Period**").
10. Environmental Audit. Purchaser may choose to conduct, at its expense, an environmental audit and Investigations regarding the environmental condition of the Property, including but not limited to, invasive soils, groundwater, and building materials test as Purchaser considers prudent to make an informed decision on environmental conditions under the current condition of the Property.
11. Condemnation. If, prior to the Closing, Seller receives notice that a condemnation or eminent domain action is threatened or has been filed against the Property or any part thereof (or that a taking is pending or contemplated), Seller shall promptly give notice thereof to Purchaser. If such taking is of a portion of the Property such that the value or usefulness of the Property is, in Purchaser's sole discretion, materially impaired or reduced, Purchaser may elect, by written notice delivered to Seller within thirty (30) days after receipt of Purchaser's notice, to terminate this Agreement and the Escrow, in which event neither party shall have any further obligation hereunder and Purchaser shall receive a full refund and disbursement of all of the Earnest Money Deposit, any provisions providing for the non-refundability of such Earnest Money Deposit notwithstanding, deposited with the Title Company.
12. Closing. The conveyance of the Property to Purchaser shall be at Closing at the office of the Title Company and shall occur thirty (30) days after the Effective Date ("**Closing**").
13. Closing Documents. The following documents shall be delivered at Closing:
 - a. Deed. Seller shall deliver a special warranty deed in substantially the form attached hereto as **Exhibit "B"** ("**Deed**") executed and acknowledged by Seller, conveying to Purchaser good and marketable title to the Property free and clear

of all restrictions, easements, liens, assessments, tenancies, (whether recorded or unrecorded) and other encumbrances, except for matters of record.

- b. Title Policy. Seller shall furnish, at Seller's expense, a standard or extended coverage owner's title insurance policy, or ALTA equivalent issued by the Title Company. The policy shall be in the amount of the Purchase Price and shall guarantee that Purchaser's title to the Property is good and indefeasible subject only to the Permitted Exceptions approved by Purchaser pursuant to Paragraphs 6 and 7. Purchaser may elect to obtain any endorsements it may desire, and may condition Closing on the Title Company's ability or willingness to provide ALTA extended title coverage and/or any endorsements to the title policy.
- c. FIRPTA. Unless an exemption applies, the Foreign Investment in Real Property Tax Act ("**FIRPTA**") requires that every Purchaser of real estate in the United States withhold from Seller's proceeds an amount equal to fifteen percent (15%) of the gross sales price. Seller shall furnish to Purchaser through escrow a FIRPTA affidavit executed by Seller.
- d. Assignments of Leases and Contracts. Seller shall furnish at Closing, valid, approved and fully executed assignments of leases and contracts approved by Purchaser in writing prior to Closing, if any, for the benefit of Purchaser. In the event any tenant of the Property has a security deposit or other obligation under their respective lease secured by a letter of credit, Seller shall cause the issuing bank to either re-issue such letter of credit in the name of Purchaser as beneficiary, or transfer such letter of credit to the Purchaser as beneficiary. In the event Seller cannot cause all necessary documentation to effectuate such transfer or re-issuance to Purchaser as beneficiary of the subject letter of credit ("**LOC Transfer Documents**") to be deposited into escrow prior to the date of Closing, an amount equal to the amount of the subject letter of credit ("**LOC Escrow**") shall be held back in escrow until the earlier of (1) Seller delivery of LOC Transfer Documents to Purchaser; or (2) one hundred eighty (180) days after the date of Closing ("**LOC Transfer Period**") at which time the LOC Escrow shall be either (I) disbursed to Seller in the event the LOC Transfer Documents are delivered to Purchaser; or (II) disbursed to Purchaser as fully negotiated LIQUIDATED DAMAGES in the event the LOC Transfer Period expires with no delivery of LOC Transfer Documents to Purchaser. Seller and Purchaser acknowledge and agree that the risk of such a tenant's default and lack of security underlying such tenant's obligation is impractical or impossible to reasonably calculate and the above-agreed LOC Escrow disbursement to Purchaser is fully negotiated as LIQUIDATED DAMAGES reasonably estimated to make Purchaser whole in such a circumstance. In the event the LOC Escrow is disbursed to Purchaser, Seller's shall be released from Seller's obligation to deliver the LOC Transfer Documents to Purchaser.

- e. Real Property Transfer Affidavit. Any affidavit or other documentation of value exchanged for real property required in the state in which the Property lies shall be executed and delivered by Seller at Closing.
 - f. Estoppels. Estoppel certificates in the form first provided by Purchaser's lender providing financing for the Purchase Price ("**Tenant Estoppel Certificates**") for tenants comprising 100% of the leased square footage as of the Effective Date. In the event a particular tenant's lease provides a form of SNDA or estoppel attached, Seller shall deliver such form prior to delivery to tenant, pursuant to Paragraph 5c.(x), for lender review, comments, and revisions.
 - g. Tenant Deposit Documentation. Any documentation required by any bank issuing a letter of credit for purposes of a tenant security deposit under any Lease, together with full execution by Seller of any such documentation required to transfer such letter of credit to name Purchaser as beneficiary thereunder. Seller shall also remit to Purchaser at Closing a cashier's check sufficient to cover all fees related to the transfer of any letter of credit issued for the purpose of a tenant security deposit under any Lease.
 - h. Ground Lease. Seller and Purchaser shall negotiate prior to, and execute on the day of Closing, a ground lease naming Seller as tenant of the Property and Purchaser as landlord of the Property ("**Ground Lease**"). The Ground Lease will include but not be limited to the following terms: (1) Purchaser will lease fee title to the Property back to Seller for up to twelve (12) months ("**Rental Term**"); (2) Seller will pay a monthly rent of Six Thousand Ten and 00/100 Dollars (\$6,010.00); and (3) Purchaser shall grant Seller free rent during the first nine (9) months of such Rental Term.
14. Post-Closing Matters: [Intentionally Omitted]
15. Closing Costs. Closing costs and pro-rations shall be prorated as of the date of Closing as follows:
- a. Taxes and Utilities. All ad valorem taxes and utilities shall be prorated based on a 365-day year. If the current year's taxes are not known as of the date of Closing, the proration shall be based upon the previous year's taxes with an adjustment made between Seller and Purchaser when the current year's taxes are known. All rollback taxes, when due, shall be the responsibility of Seller. Any real property transfer tax shall be the responsibility of Seller. This Sub-Paragraph 15.a. shall survive Closing and not merge with any deed until the date that such adjustment has been made.



- b. Prepayment Penalties. Seller shall pay all prepayment penalties and other amounts necessary to release all existing notes, liens, deeds of trust, and security interests against the Property.
 - c. Fees. Any escrow fee charged by the Title Company shall be shared equally by Seller and Purchaser. Each party shall pay its own attorneys' fees. Purchaser shall pay the cost of recording the Deed.
 - d. Seller's other Closing Costs. Seller shall be responsible for any real estate brokerage fee, and all title insurance premiums for a standard or extended coverage owner's policy of title insurance or ALTA Equivalent, and any cost for removing any liens and encumbrances contained in the Title Commitment that are not Permitted Exceptions.
 - e. Other. All other bills or charges, including other recording fees, any state or local documentary stamps, transfer taxes or fees, assessments for improvements completed or initiated prior to the Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be allocated according to local custom of the Title Company.
 - f. No Re-proration. All prorations under this Paragraph 15 are final, except for those under Sub-Paragraph 15.a. in the event current year taxes are not known at the date of Closing. There shall be no re-proration after an initial proration has been applied at Closing, except for those under Sub-Paragraph 15.a. in the event current year taxes are not known on the date of Closing.
16. Possession. Possession of the Property, subject to the terms of this Agreement, shall be delivered to Purchaser on the date of Closing, free and clear of all leases, tenancies and occupancies, except for those appearing in Due Diligence Documents and approved pursuant to Sub-Paragraph 13.d. Seller shall have no obligation to remove exceptions to title. Purchaser may terminate if Seller refuses to remove any exceptions to title. Seller agrees that any improvements remaining on the Property after the date of Closing shall belong to Purchaser.
17. Seller Representations and Warranties.

Notwithstanding the foregoing and any other provision to the contrary, Seller hereby warrants, covenants and represents to Purchaser the following:

- a. Good and Marketable Title. Seller shall have at Closing, and shall transfer and convey to Purchaser, indefeasible title to the Property, free and clear of all liens and encumbrances and no party, except as herein set forth, has or shall have at Closing any rights in, or to acquire, the Property, except as set forth in the Permitted Exceptions.

- b. Compliance with Other Documents. Seller is not a party to, subject to, or bound by any restrictions, covenant, lease, contract, indenture, trust, agreement of any nature, mortgage, deed of trust, loan agreement, security agreement, judgment, order, writ, injunction or decree of any court or governmental body, that prohibits or impairs Seller's performance under this Agreement.
- c. Conformity with Law. The Property conforms to, and is operated, maintained and used in accordance with, all applicable city, county, state, federal and other applicable laws, statutes, ordinances, rules and regulations to the extent that the laws are applied to the current and historical use of the Property and Seller's historic use of the Property complies with all private deed restrictions and restrictive covenant agreements affecting the Property.
- d. No Material Adverse Change. Seller shall inform Purchaser in writing of any material adverse change in the condition, financial or otherwise, of the Property, or the operation thereof, which occurs at any time prior to Closing.
- e. Organization and Standing. If Seller is a limited liability company, corporation, partnership, trust or other legal entity, Seller represents and warrants that Seller is duly formed and validly existing under the laws of the state in which Seller was organized and duly qualified to transact business in the state in which the Property lies. The signatory executing this Agreement and any documents delivered in connection with this Agreement on behalf of Seller has full power and authority to bind Seller.
- f. Bankruptcy or Insolvency Proceedings. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition in bankruptcy by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.
- g. No Litigation. There is no litigation, investigation or proceeding pending, contemplated, or threatened against Seller or the Property which would impair or adversely affect Seller's ability to perform its obligations under this Agreement or which will affect the Property after Closing.
- h. No Notification of Condemnation. Seller has not received written notification from any governmental authority having jurisdiction over the Property of any pending or threatened condemnation of the Property or any portion thereof.

- i. Seller's Due Diligence Documents. Seller's Due Diligence Documents delivered to Purchaser under Paragraph 5 are true, correct, and complete in all material respects according to the best of Seller's knowledge.
- j. No Binding Offer. Seller is not currently obligated to sell the Property or any portion thereof to any party or entity other than Purchaser, nor do there exist any rights of first refusal or options to purchase the Property or any portion thereof.
- k. Environmental. Neither Seller, nor any tenant of Seller, has engaged in or permitted any violation of state, federal, or local laws ("**Environmental Laws**") and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, disposal (each whether accidental or intentional) ("**Hazardous Activities**"), with regard to toxic or hazardous substances, material or wastes as defined by Environmental Laws ("**Hazardous Materials**"), on, in, or about the Property or any portion thereof or in any manner giving rise to a recognized environmental condition under ASTM standards. Seller has no knowledge of any proceeding or inquiry by any governmental authority with respect to any matter set forth in this Sub-Paragraph 17.k.
- l. Fee Title Owner. Seller is the owner of fee title to the real property and other assets described in Paragraph 1 comprising the Property. There are no unrecorded or undisclosed documents that affect title to the Property other than the documents disclosed under Sub-Paragraph 5.c. that may or may not be recorded.
- m. FIRPTA. Under the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**"), persons purchasing U.S. real property interests from foreign persons are required to withhold fifteen percent (15%) of the amount realized on the disposition of such real property. Seller is neither a "foreign person" nor a "foreign corporation" as those terms are defined for purposes of FIRPTA.
- n. OFAC. Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from daily business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named as OFAC's Specially Designated and Blocked Person list) or under any statute, executive order (including without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

- o. Indemnity. Seller shall indemnify and hold Purchaser harmless from and against any claim, liability, damage or exposure (including reasonable attorneys' fees) asserted against or suffered by Purchaser arising from a breach by Seller of Seller's representations and warranties under this Paragraph 17. Both Seller's representations and warranties under this Paragraph 17, and Seller's indemnification obligations under this Sub-Paragraph 17.o. shall survive the date of Closing or early termination of this Agreement, and shall not merge with the deed or any other document at Closing.
18. Notices. Any notice or designation to be given hereunder shall be given (i) by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the exact address of the respective party shown below, by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery; or (ii) by email to the email address for the respective party below, and such notice or designation shall be sent with a receipt confirmation request. Email notices under Paragraph 18(ii) shall be deemed to be received upon the sending party's receipt of a receipt confirmation or one (1) hour day after such email has left the sending party's email server, whichever is earlier.

Email notices under Paragraph 18(ii) shall only be deemed received by Purchaser if (a) such email notice is sent including the following in the subject line 1040-5640-UTA; and (b) such email notice is followed by a hard copy notice in compliance with Paragraph 18(i). Dates of receipt under Paragraph 18(ii) shall prevail over dates of receipt under Paragraph 18(i):

PURCHASER: University Mall Shopping Center, L.C.
c/o Woodbury Corporation
Attn: Legal Department
2733 East Parleys Way, Suite 300,
Salt Lake City, Utah 84109
Ref: 1040-5640-UTA
Email: legalnotices@woodburycorp.com

SELLER: Utah Transit Authority
Attn: Spencer Burgoyne,
Mgr. of Property Administration
669 West 200 South
Salt Lake City, UT 84101
Email: SBurgoyne@rideuta.com



TITLE COMPANY: Stewart Title Guarantee Company
Attn: Wade Taylor
857 North 900 West
Orem, Utah 84057
Email: wade.taylor@stewart.com
Cc: mark.day@stewart.com

A party may change its notice address set out under this Paragraph 18 only by delivering notice to the other party pursuant to the terms of this Paragraph 18.

19. Termination. If this Agreement is terminated or Closing does not occur because of the failure of any condition, Seller default, Seller breach, or the occurrence of an event giving rise to a termination right by Purchaser as set forth herein, all monies deposited by Purchaser hereunder, including the Earnest Money Deposit, shall be returned to it. If Closing does not occur due solely to a default by Purchaser, Seller shall retain the Earnest Money Deposit and all other deposits as liquidated damages and Seller's sole remedy. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF PURCHASER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT AND ALL OTHER DEPOSITS, AND IN THE EVENT OF PURCHASER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN AS FULLY AGREED LIQUIDATED DAMAGES THE ENTIRE EARNEST MONEY DEPOSIT AS SELLER'S SOLE REMEDY, ALL OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER.

In the event of Seller's default or breach, Purchaser may, at its option (i) terminate this Agreement upon written notice to Seller, and recover from Seller all damages incurred or suffered by Purchaser, and recover from the Title Company the Earnest Money Deposit; and/or (ii) pursue all other remedies available at law or in equity, including specific performance.

If Purchaser disapproves of the condition of the Property during the Investigation Period for any reason, Purchaser shall have the right, in its sole and absolute discretion, to terminate this Agreement and to receive a full refund of the Earnest Money Deposit, less Purchaser's share of any approved Title Company and/or title insurer cancellation fees and charges.

20. Real Estate Agents. Purchaser and Seller each represent to the other that they have not dealt with any real estate broker in connection with this Agreement other than Woodbury Corporation as representing agent for Purchaser. Purchaser and Seller each agree to indemnify and hold each other harmless from and against the claims of their respective agents and/or any other brokers or other intermediaries claiming to have had any dealings, negotiations or consultations with the indemnifying party in connection

with this Agreement. The parties acknowledge that certain of the Purchaser's and Seller's principals may be Utah Real Estate licensees purchasing for their own account, and each of Purchaser and Seller shall have no obligation to pay commissions on behalf of the other party. This Paragraph 20 is for informational purposes only. This Paragraph 20 shall not be interpreted or deemed to grant any third-person beneficiary rights to any party who is not a party to this Agreement.

21. Entire Agreement. This Agreement contains all agreements between the parties and any agreement not contained herein shall not be recognized by the parties.
22. Binding Effects. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
23. Attorneys' Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees.
24. Risk of Loss. All risk of loss or damage to the property shall be borne by Seller until Closing. In the event of any damage, destruction or condemnation of all or any of the Property prior to the date of Closing, Purchaser may elect to terminate its obligation to purchase the Property or proceed to complete the sale with all insurance proceeds for such damage, destruction, or condemnation assigned by Seller to Purchaser for Purchaser's benefit.
25. Assignment. Purchaser shall have the right to assign its right to purchase the Property as defined in this Agreement.
26. Lender Approval. This Agreement is subject to Purchaser's ability, through good faith efforts, to secure financing acceptable to Purchaser for the purposes of funding at the date of Closing. In the event Purchaser cannot secure such financing, Purchaser may terminate this Agreement at any time upon notice to Seller. All rights and obligations under this Agreement shall also terminate except those expressly surviving termination.
27. 1031 Exchange. The parties acknowledge that either of them may choose to consummate the transaction contemplated by this Agreement through an exchange permitted by Section 1031 of the Internal Revenue Code of 1986, as amended (an "**Exchange**"). The parties shall reasonably cooperate with one another in accomplishing such Exchange; provided, however, that neither party shall have any obligation to do anything that would cause it to incur any liability or obligation or to take title to any property other than the Property, as defined in Paragraph 1; and provided further that such Exchange shall in no event delay the Closing. The party electing to utilize an Exchange shall pay all costs and expenses associated with such Exchange. The completion of an Exchange shall not be a condition of Closing so long as the party that does not seek to affect such Exchange has reasonably cooperated with the other party as contemplated by this Paragraph 27. If either party elects to utilize an Exchange, such

electing party may assign all of its right, under this Agreement, but not delegate any of its obligations under this Agreement, to a "qualified intermediary" as such term is defined in the income tax regulations under Section 1031 of the Internal Revenue Code.

28. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the property is situated. The provisions of this Paragraph 28 shall survive the termination of this Agreement without expiration thereafter.
29. No Waiver. The waiver by one party of the performance of any covenant or condition hereunder shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party or the other party, of any other covenant or condition hereunder. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.
30. Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of Seller and Purchaser and their successors and assigns, and no other person or entity shall be entitled to any of the benefits or privileges hereof or to enforce any provisions of this Agreement unless otherwise expressly stated herein. This Paragraph 30 shall survive Closing without expiration thereafter.
31. Construction. The parties acknowledge and agree that each party is a sophisticated party with experience in the relevant industry, that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments, exhibits or schedules hereto. This Paragraph 31 shall survive Closing without expiration thereafter.
32. Recordation. Except as expressly set out to the contrary hereunder, neither party to this Agreement shall record this Agreement, or any instrument, memorandum, or any other document evidencing or referencing this Agreement, in any county and/or the official records of any county.
33. Counterparts. This Agreement may be executed by signing in counterparts of this instrument, which shall constitute a valid execution and this instrument and all of its counterparts shall be deemed for all purposes to be a single instrument. Facsimile and electronic signatures shall bind the party transmitting such signature to the same extent as an original for all purposes under the law.
34. Conduct of Business Before Closing. Prior to the Closing, the Property shall be operated in the ordinary course of business consistent with previous practice.
35. Calculation of Dates, Business Days. Any calculation of a number of calendar days described in this Agreement resulting in a deadline or expiration of any time period

hereunder falling on a Saturday, Sunday, or Holiday, shall be extended to the next business day. Any reference to "business days" in this Agreement shall include Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. Any reference to "business days" in this Agreement shall exclude Saturdays, Sundays, and Holidays. "Holiday" or "Holidays" shall mean any day officially recognized by the United States government or the Utah State government as a holiday on which government offices and/or banks are closed.

36. Enforceability. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

[Signature pages to follow]



IN WITNESS WHEREOF, as of the date first above written, Purchaser and Seller have executed this Agreement.


SELLER: **UTAH TRANSIT AUTHORITY, a public transit district**

By: _____
Its: _____

By: _____
Its: _____

PURCHASER: **UNIVERSITY MALL SHOPPING CENTER, L.C.,
a Utah limited liability company**

By: **WOODBURY MANAGEMENT COMPANY, L.C.,
a Utah limited liability company, Its Manager**

By: 
Guy R. Woodbury
Its: Manager

By: 
W. Richards Woodbury
Its: Manager

RECEIPT OF EARNEST MONEY

The undersigned hereby acknowledges receipt of a check or other good funds in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) as Earnest Money Deposit under the foregoing Agreement. The undersigned shall promptly cash the check and hold the proceeds as Earnest Money Deposit in accordance with the terms of the Agreement. The undersigned shall promptly notify the parties if these instructions are for any reason not carried out.

Stewart Title Guarantee Company

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT "A"

LEGAL DESCRIPTION

All of Lot 1 of "Plat B UTA Subdivision" according to the official plat thereof on file and of record in the Utah County Recorder's office as Entry #64142, Map #7203.



WHEN RECORDED RETURN TO:
University Mall Shopping Center, L.C.

SPECIAL WARRANTY DEED

_____ (“**Grantor**”), hereby conveys and warrants to University Mall Shopping Center, L.C., a Utah limited liability company (“**Grantee**”), subject only to all matters of record, only against all who claim by, through, or under the Grantor, for the sum of _____ and 00/100 Dollars (\$_____), the following described tract of land in Utah County, Utah, to wit:

See **Exhibit “i”** attached hereto and incorporated herein by this reference (the “**Property**”).

Witness the hand of said Grantor this _____ the day of _____, 201____.

By: _____

By: _____

By: _____

Dated: _____

[Acknowledgements Begin on Following Page]



ACKNOWLEDGEMENTS

*[End of Acknowledgements]
[Exhibit "i" Begins on Following Page]*

Handwritten initials in blue ink, possibly "J" and "B", located in the lower right quadrant of the page.

EXHIBIT "i"

LEGAL DESCRIPTION

All of Lot 1 of "Plat B UTA Subdivision" according to the official plat thereof on file and of record in the Utah County Recorder's office as Entry #64142, Map #7203.

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a cursive 'D'.

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE UTAH TRANSIT AUTHORITY AUTHORIZING THE
PURCHASE OF REAL PROPERTY
(PARCELS 137:A, 137:E)**

R2018-11-03

November 28, 2018

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

WHEREAS, the Authority is in the process of constructing the Provo Orem Transportation Improvement Project (the “Project”) in Utah County; and

WHEREAS, the Authority requires approximately 11363 square feet or 0.2609 acres of property in fee and approximately 21435 square feet or 0.492 acres for a temporary construction easement located at approximately 40 East 1300 South, Orem, UT 84058 (the “Property”) for the purpose of widening University Parkway and related Project improvements; and

WHEREAS, the Authority has obtained a certified appraisal identifying the value of the Property to be \$227,260 and the temporary easement at \$41,841 and the improvements valued at \$24,176 for a total value (including rounding) of \$293,300; and

WHEREAS, the Property owners dispute the Authority’s valuation of the Property and, on September 18, 2017, received an appraisal of the Property for \$657,800; and

WHEREAS, the Property owners have agreed to accept \$500,000 for the sale of the Property in settlement of the dispute; and

WHEREAS, the Federal Transit Administration has reviewed the Authority’s administrative settlement of this dispute and determined that it is reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority (the “Board”):

1. That the Board hereby approves the purchase of the Property, Easement, and administrative settlement in the amount of \$500,000.

2. That the Board hereby approves the contract for the purchase of the Property attached hereto as Exhibit A.
3. That the Executive Director and his designee(s) are authorized to execute the attached contract and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff with regard to the purchase of the Property.
5. That the corporate seal be attached hereto.

Approved and adopted this 28th day of November, 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of November, 2018

Carlton Christensen, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A



Utah Transit Authority

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 137:A, 137:E

Pin No: 10266 Job/Proj No: Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 57:012:0001

Property Address: 40 East 1300 South OREM UT, 84058

Owner's Address: 1 Ashley Way, Arcadia, WI, 54612

Primary Phone: 866-403-5272 Owner's Home Phone: Owner's Work Phone: (866)403-5272

Owner / Grantor (s): Ashley Real Estate, LLC, a Delaware limited liability company

Grantee: Utah Transit Authority (UTA)

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement, attached as Exhibit A, parcels of land known as parcel numbers 137:A, 137:E for transportation purposes. This contract is to be returned to: Gale Padgett (Consultant), Right of Way Agent c/o Utah Transit Authority (UTA), 669 W. 200 South, Salt Lake City, UT 84101.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until UTA takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. UTA shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses by UDOT, UTA and/or the City: the construction and improvement of a highway or roadway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, turning lanes, dedicated bus lanes, curbing, curb and gutter, safety zones and areas, sidewalks and pedestrian crossings, bus shelters and facilities, station platforms and related facilities, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Grantee shall indemnify and hold Grantor harmless for all third party claims, liabilities, obligations, damages, costs or expenses to the extent directly caused by the actions or omissions of the Grantee, its agents, employees, or contractors while performing construction activities for the highway project within the temporary easement. Grantee's obligation to indemnify is limited to the amounts described in the Utah Governmental Immunity Act ("Act") and Grantee does not waive any protections in the Act.
10. Upon execution of this contract by the parties, Grantor grants UTA, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

1. Grantor was paid for the following improvements: 7435 sf of sprinklered sod/grass = \$9,294,00, 358 lf of concrete curbing = \$4,565.00, 3,570 sf of asphalt paving = \$10,317.00. These items are included in the Total Selling Price.
2. Enacted in 2018, Section 17B-2a-803.1 of the Utah Code changes the name of Utah Transit Authority to Transit District of Utah, but provides that Utah Transit Authority shall implement the change over time and as resources permit. Notwithstanding the timing or manner of this change, the Parties acknowledge that any such name change, or lack thereof, will only pertain to Utah Transit Authority's name, and will not affect the duties and obligations of the Parties set forth in this Contract.



Utah Transit Authority

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 137:A, 137:E

Pin No: 10266 Job/Proj No: Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 57:012:0001

Property Address: 40 East 1300 South OREM UT, 84058

Owner's Address: 1 Ashley Way, Arcadia, WI, 54612

Primary Phone: 866-403-5272 Owner's Home Phone: Owner's Work Phone: (866)403-5272

Owner / Grantor (s): Ashley Real Estate, LLC, a Delaware limited liability company

Grantee: Utah Transit Authority (UTA)

3. Continuing through completion of the project, UTA's contractor will, at its sole expense, provide temporary directional signage bearing the name of the current retail business and directing the public to the retail business from Main Street and University Parkway.
4. UTA's contractor has or will, at its sole expense, be removing the existing sidewalk by the road and replacing it as per the design drawings.
5. UTA's contractor has or will, at its sole expense, install all five curbed islands in the parking lot impacted by the project per the project design, and will landscape within the new curbed islands as shown in the planting plan for the project.
6. UTA's contractor has or will, at its sole expense, repair, slurry seal and restripe any area impacted by the project.
7. UTA's contractor has or will, at its sole expense, landscape the areas as designed and approved by Orem City.
8. UTA's contractor will not utilize the area of the TCE to the south of the white line on the south side of the existing front row of parking stalls until such time as the contractor needs to move the landscaping islands separating the front row of parking from the next southern rows of parking.
9. UTA's contractor, at its sole expense, has or shall relocate the three display lights impacted by the project to the landscape islands within the temporary construction easement. UTA shall be responsible for providing, at its sole cost and expense, commercially adequate temporary replacement display lighting of Ashley Furniture's parking lot for the period of time any currently existing lighting is relocated (in accordance with the mutually acceptable and approved construction design plan) and out of service for a period of greater than two (2) days.
10. UTA's contractor will not utilize the area of the Temporary Easement to have offices, restroom facilities, material, equipment, vehicles or store other items. At such time contractor is performing work on the Property (stubbing the utilities onto the Property, moving the landscaping islands separating the front row of parking from the next southern rows of parking, landscaping the islands on the Property, restriping the Property, and installing asphalt in cut areas) contractor may utilize the area of the temporary easement only to the extent necessary to effectuate its work on the Property. Contractor will minimize impact of the work on the Property Owner's use, existing business and planned development.
11. UTA's contractor will work with and coordinate with Ashley Furniture's engineering firm and Ashley's contractor with regard to the construction coordination of their new 5000 sq.ft. building, so long as the coordination does not interfere with the Provo/Orem Transportation Improvement Project.
12. Upon execution by all required parties, this Contract shall represent the entire agreement between the parties and supersedes all previous negotiations and agreements, including that certain Right of Entry and Occupancy Agreement, between the parties in full. The Deposit made pursuant to that certain Right of Entry and Occupancy Agreement shall be credited toward and be included in (and not in addition to) the Total Selling Price.
13. An Administrative Settlement in the amount of \$206,700 is included in the Total Selling Price. This amount is subject to FTA concurrence and UTA Board approval.

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Seller's Agent _____, represents seller.
 Seller's Brokerage _____, represents seller.



Utah Transit Authority

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 137:A, 137:E

Pin No: 10266 Job/Proj No: Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 57:012:0001

Property Address: 40 East 1300 South OREM UT, 84058

Owner's Address: 1 Ashley Way, Arcadia, WI, 54612

Primary Phone: 866-403-5272 Owner's Home Phone: Owner's Work Phone: (866)403-5272

Owner / Grantor (s): Ashley Real Estate, LLC, a Delaware limited liability company

Grantee: Utah Transit Authority (UTA)

Buyer's Agent _____, represents purchaser.
 Buyer's Brokerage _____, represents purchaser.

Total Selling Price \$500,000.00

Grantor's Initials

Grantor understands this agreement is an option until approved by the MGR of Property Acquisition/Dispositions.
 Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.
 _____ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent	Date
_____ 100% _____ Ashley Real Estate, LLC	_____ _____

Right of Way Agents

 Gale Padgett (Consultant) / Acquisition Agent

 Eric Lyon / Team Leader

 Senior Manager of Real Estate and Transit Oriented Development

 Project Manager

 Vice President of Finance

 Executive Director



EXHIBIT A

(Deed, Easements)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

MAIL COPY TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Warranty Deed
(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 57:012:0001
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:137:A

Ashley Real Estate, LLC, a Delaware limited liability company, Grantor, CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 1, Plat "A", University Square Subdivision, according to the official plat thereof on file and recorded April 30, 1991 as Entry No. 15740 as Map No. 4167-52, situate in the NW1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3.

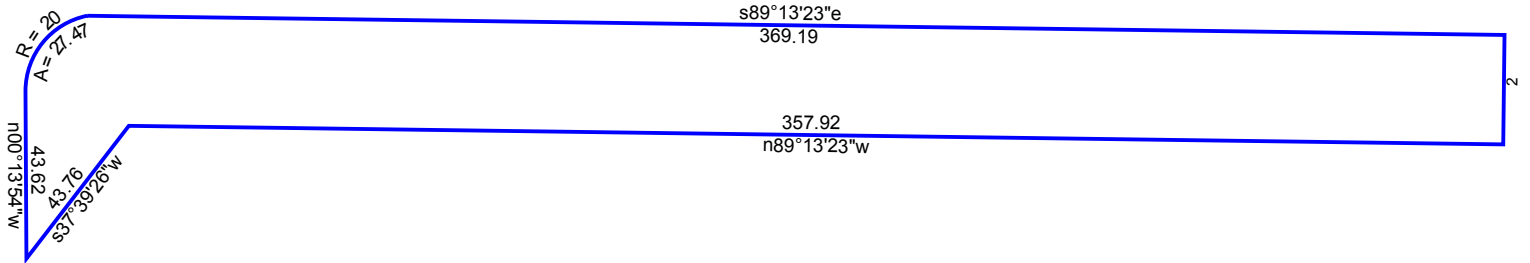
Beginning at a point on the northerly boundary line of said Lot 1, which point is on the southerly right of way and limited access line of State Route 265 (University Parkway), which point is also 1,956.41 feet (*1,956.00 feet measured*) N. 00°44'08" W. and 57.74 feet (*53.49 feet measured*) East from the West Quarter Corner of said Section 26;

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:137:A

thence along said boundary, right of way and limited access line S. $89^{\circ}15'43''$ E. 364.95 feet (S. $89^{\circ}13'23''$ E. 369.19 feet measured), more or less, to the northeast corner of said Lot 1; thence along the easterly boundary line of said Lot 1 S. $00^{\circ}44'17''$ W. 28.50 feet to a point which is 93.50 feet perpendicularly distant southerly from the control line of said project, opposite approximate Engineer Station 145+51.16; thence N. $89^{\circ}13'23''$ W. 357.92 feet to a point which is 93.50 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 141+93.24; thence S. $37^{\circ}39'26''$ W. 43.76 feet to the westerly boundary line of said Lot 1 and the easterly right of way line of Main Street, which point is also 128.50 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 141+66.98; thence along said boundary and right of way line the following two (2) courses: (1) N. $00^{\circ}13'54''$ W. 43.62 feet to a point of curvature; (2) northeasterly 31.75 feet (27.47 feet measured) along the arc of a 20.00-foot radius curve to the right, through a central angle of $90^{\circ}58'11''$ ($78^{\circ}42'21''$ measured), the chord of which bears N. $45^{\circ}15'11''$ E. 28.52 feet (N. $39^{\circ}07'35''$ E. 25.36 feet measured), more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 11,363 square feet or 0.261 acre in area, more or less.

(Note: Rotate above bearings counterclockwise $00^{\circ}14'37''$ to equal project bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.



Parcel 137:A

5/26/2016

Scale: 1 inch= 50 feet

File: 10266_S-0265(23)3_14P_137_A_DeedPlot.ndp

Tract 1: 0.2609 Acres (11363 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/221101), Perimeter=870 ft.

01 s89.1323e 369.19

02 s00.4417w 28.50

03 n89.1323w 357.92

04 s37.3926w 43.76

05 n00.1354w 43.62

06 Rt. r=20.00, delta=078.4221, arc=27.47, chord=n39.0735e 25.36

WHEN RECORDED, MAIL TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Easement
(LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 57:012:0001
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:137:E

Ashley Real Estate, LLC, a Delaware limited liability company, Grantor, hereby GRANTS AND CONVEYS to the UTAH TRANSIT AUTHORITY, at 669 West 200 South, Salt Lake City, Utah 84101, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Lot 1, Plat "A", University Square Subdivision, according to the official plat thereof on file and recorded April 30, 1991 as Entry No. 15740 as Map No. 4167-52, situate in the NW1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

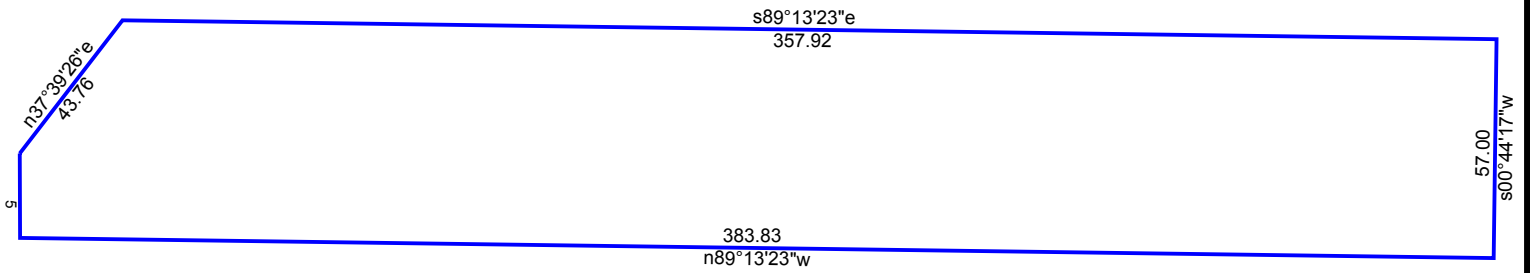
Beginning at the intersection of the westerly boundary line of said Lot 1 and the southerly project right of way and limited access line of said project, which point is on the easterly right of way line of Main Street, which point is also 1,956.41 feet

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:137:E

(1,956.00 feet measured) N. 00°44'08" W. and 57.74 feet (53.49 feet measured) East and S. 14°02'30" W. 65.24 feet from the West Quarter Corner of said Section 26, which point is also 128.50 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 141+66.98; thence along said project right of way and limited access line the following two (2) courses: (1) N. 37°39'26" E. 43.76 feet; (2) S. 89°13'23" E. 357.92 feet, more or less, to the easterly boundary line of said Lot 1; thence along said boundary line S. 00°44'17" W. 57.00 feet; thence N. 89°13'23" W. 383.83 feet to the westerly boundary line of said Lot 1 and the easterly right of way line of said Main Street; thence along said boundary and right of way line N. 00°13'54" W. 22.00 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 21,435 square feet or 0.492 acre in area, more or less.

(Note: Rotate above bearings counterclockwise 00°14'37" to equal project bearings.)

After said improvements and appurtenant parts thereof are constructed at the expense of the Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said improvements and appurtenant parts thereof.



Parcel 137:E

5/26/2016

Scale: 1 inch= 50 feet

File: 10266_S-0265(23)3_14P_137_E_DeedPlot.ndp

Tract 1: 0.4921 Acres (21435 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/228995), Perimeter=865 ft.

- 01 n37.3926e 43.76
- 02 s89.1323e 357.92
- 03 s00.4417w 57.00
- 04 n89.1323w 383.83
- 05 n00.1354w 22.00

General Contracts, Change Orders and Disbursements

Revenue Contracts
Disbursements
Contracts & Change Orders
Pre-Procurements (information)

Board Meeting 11/28/2018

Item #	Board Motion	Criteria	Type	Project Manager	Project Title	Summary Description & Purpose	Vendor (or potential vendors)	Total Contract Value	Change Orders			Contract Start Date	Contract End Date (incl. options)	Included In 2018 Budget?	Solicitation Method	Number Of Firms Which Responded To Solicitation	Total Contract Amount Of Next Lowest Bidder
									Change Order Amount	Total Contract Amount After Change Order	Percentage Change						
10a	Motion to approve the contract	Contract is > \$1,000,000	Contract	Jesse Rogers	Bus Tire Service Lease	Lease tires and services for buses. Replacement contract for current contract expiring soon.	Michelin	\$ 5,049,185		N/A	N/A	12/1/2018	11/30/2023	Yes	RFP	2	\$ 5,161,743
10b	Motion to approve the contract	Contract is > \$1,000,000	Contract	Greg Thorpe	Depot District A&E Services	A/E Consultant Services for the bidding and construction phase services for the Depot District Clean Fuels Technology Center.	Stantec	\$ 2,220,059	\$ -	N/A	N/A	8/13/2018	1/2/2022	Yes	Sole Source	N/A	N/A
10c	Motion to approve the contract	New total contract value is \$200,000 - \$999,999, and change order is > 15%	Change Order	Paul Drake	Stadler Lease Extension	Lease extension of the Warm Springs facility to Stadler.	Stadler	\$ 400,000	\$ 70,000	\$ 470,000	18%	12/1/2018	1/31/2019	Yes	Revenue contract	N/A	N/A
10d	Motion to approve the contract	Contract is \$200,000 - \$999,999	Contract	Greg Thorpe	7200 S. TRAX Bridge Replacement w/UDOT	7200 S. signal system upgrade due to 7200 S. TRAX bridge replacement with UDOT. 100% to be reimbursed by UDOT.	Stacy and Witbeck, Inc.	\$ 729,934		N/A	N/A	11/29/2018	9/30/2019	Yes	Sole Source	N/A	N/A
11a	Pre-Procurement (information only)	Contract is \$200,000 - \$999,999	Pre-bid Review	David Filby	Ultrasonic Heavy and Light Rail Testing	Ultrasonic testing of the rail lines to meet FRA requirements and look for internal and external flaws.	TBD	\$ 300,000	\$ -	N/A	N/A	TBD	TBD	Yes	IFB	TBD	TBD

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF THE CONTRACT WITH
MICHELIN NORTH AMERICA, INC. FOR THE LEASE OF BUS TIRES**

R2018-11-04

November 28, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Bus Tire Lease and Services Agreement with Michelin North America, Inc., attached as Exhibit A, for the lease of bus tires has a value of \$5,049,185 and has been reviewed and recommended for approval by staff; and

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

1. That the Board hereby approves the contract with Michelin North America, Inc. for the lease of bus tires as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with Michelin North America, Inc.
4. That the corporate seal be attached hereto.

Approved and adopted this 28th day of November 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of November, 2018.

Carlton Christensen, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 11/28/2018

Action Requested: Motion to approve the contract

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

Contract #: 18-2595PP

Contract Title: Bus Tire Svc Lease

Project Manager: Jesse Rogers

Contract Administrator: Pat Postell

Impacted Areas: Bus Operations

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Michelin

Sole-Source Reason: N/A

Total Contract Value \$ 5,049,185
Qty & Unit price

Contract term (Months) 36

Contract options (Months) 24

Contract start date: 12/1/2018

Contract end date: 11/30/2023

Number of responding firms: 2

Next Lowest Bidder: \$ 5,161,743

Detailed Description & Purpose:

This is the contract award for Bus Tire Service Lease. The current contract expires Nov 2018. The scope of work encompasses leasing bus tires, including supplying the tires and the installation services, as well as making sure vehicles are outfitted with the proper seasonal tires for winter or ski service. The tires are leased and services are defined with a clear scope of work on what is covered and which party is responsible for that work. There were two (2) firms that provided proposals. Michelin was determined to be the highest scored technical and lowest priced.

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

Attachments: Contract routing sheet attached? Yes

Contract and Requisition

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: _____

CONTRACT SECTION

1) Contract/P.O. No. 18-2595PP (Assigned by Purchasing) Contract Administrator: Brian Motes
Project Manager: Jesse Rogers

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 Bus Tire Lease and Services

5) Description / Purpose (of contract or project)
Bus Tire Lease and associated services

6) Contractor Name Michelin North America, Inc.

7) Effective Dates Beginning: 12/01/18 Ending: 11/30/23

8) Option to renew? Yes No Renewal terms

Initial 3 years with 2 one year options
--

FINANCIAL SECTION

9) Total Board Approval Amount: \$ 5,049,185.00
9a) Current Contract Value: \$ 5,049,185.00
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?

Estimate based on expected Bus Tire use from historic usage.

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

11) Account Code 3100.60411.15, 32, 33, 34 and 3900.50411.15 Capital Project Code N/A

12) Budgeted? Yes No Budget amount: \$ 4,092,600.00

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? Yes No

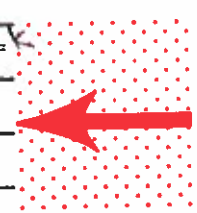
SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>BMK</u>	<u>Brian Motes</u>
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<u>JRS</u>	<u>Jesse Rogers</u>

16) Approval Signatures

	Route to?	Initials	
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Je</u>	<u>Jesse Rogers</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>David Hartcock</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>

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



Contract Number UT-18-2595PP

BUS TIRE LEASE AND SERVICES AGREEMENT

THIS BUS TIRE LEASE SERVICES AGREEMENT ("Agreement") entered into effective the 1st day of December, 2018 (the "Effective Date"), by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("UTA"), and **MICHELIN NORTH AMERICA, INC.**, located at One Parkway South, Greenville, SC 29615 ("Supplier").

RECITALS

WHEREAS, UTA advertised an August 13, 2018 Request for Proposals (RFP No. UT-18-2595PP and hereinafter the "RFP");

WHEREAS, on September 20, 2018, UTA opened sealed proposals for furnishing Bus Tire Lease Services (hereinafter referred to as the "Services"), according to conditions and specifications prepared by UTA in the RFP; and

WHEREAS, upon evaluation of the proposals, UTA determined that Supplier's September 20, 2018 proposal ("Supplier's Proposal") constituted the best value for UTA; and

WHEREAS, Supplier is willing to furnish the Services per the terms and conditions of the RFP and Supplier's Proposal.

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:

1. DESCRIPTION OR SERVICE

Supplier agrees to furnish, and perform all services related to, tires that are used by UTA transit buses and paratransit vans as outlined in the RFP scope of work (the "Scope of Work") and this Agreement.

Supplier agrees to provide an adequate staff of its own employees, including one (1) full-time supervisor, who are qualified and properly trained to carry out the responsibilities described in the Scope of Work. Supplier shall not use subcontractor personnel to staff any position based at UTA facilities and all such individuals must be Employees of Supplier. Supplier shall submit a plan to UTA's Maintenance Manager at each facility for approval to indicate how each facility shall be staffed. Supplier shall make every effort to assign service personnel when the majority of UTA's fleet is not in revenue service. Supplier's work hours shall be coordinated with, and approved by, each facility's Maintenance Manager.

UTA shall provide adequate working space and tire storage for the tires furnished by Supplier. Supplier personnel shall be required to clean the work space daily to conform to the rest of UTA's cleanliness standards in its other shop areas. Supplier shall provide a service truck and all hand tools required by Supplier personnel for the proper servicing of tires. All tire service equipment furnished by UTA shall remain the property of UTA. Supplier shall assume full responsibility for the movement of the buses and/or paratransit vans to and from and within UTA's facilities by Supplier or its employees, contractors and agents. Supplier shall assume all liability for any damage to a UTA bus, paratransit van or other property inflicted by Supplier or its employees, contractors and agents.

2. TIRES

Supplier will furnish tires for use on UTA buses and paratransit vans under the terms and conditions set forth in the Scope of Work, and per the Price Forms attached hereto as Exhibit "A"; and per additional terms and conditions as set forth in this Agreement.

The number of tires to be furnished pursuant to this Agreement shall be sufficient to keep UTA's fleet fully equipped and to maintain a tire inventory mounted on rims at each of UTA's facilities that will ensure continuity of service. Buses and paratransit vans operating under this Agreement shall be equipped with the sizes and types of rims of sufficient strength to permit inflation necessary for the load carrying capacity required and spaced to conform to the approved standards of The Tire and Rim Association.

UTA may use, separate and outside of this Agreement and until unfit for further service, tires in UTA's possession on the date when this Agreement becomes effective and furnished by parties other than Supplier under a similar mileage agreement previously in effect between UTA and a third party.

UTA agrees to use tires furnished by Supplier on buses and paratransit vans operated by UTA in Box Elder, Weber, Davis, Salt Lake, Utah, Summit and Tooele Counties, and the general vicinity; except that UTA may utilize up to 15% of its fleet to test tires other than those furnished by Supplier. Such test tires shall not be subject to any of the terms or provisions of this Agreement except for service. If Supplier cannot supply tires that meet specifications required by UTA, UTA may purchase or lease tires from another vendor.

3. DELIVERY OF TIRES

Delivery shall be to UTA's Meadowbrook facility, 3600 South 700 West, Salt Lake City, Utah. Supplier shall be responsible for all delivery logistics, and Supplier shall retain all risk of loss with respect to tires while in transit. Hours of delivery are 8:00 a.m. to 3:30 p.m., Monday through Friday, except on holidays. Freight and delivery charges are included in the total price reflected on the Price Form attached hereto as Exhibit "A". Once, mounted, Supplier shall hold all risk and responsibility for tire transported by Supplier between UTA's Meadowbrook facility and satellite facilities.

4. TERM OF AGREEMENT AND DISPOSITION OF TIRES AT TERMINATION

This Agreement shall be effective for three (3) years beginning as of the Effective Date (December 1, 2018) and terminating at midnight, November 30, 2021. UTA may, at its sole election, extend the initial three-year term for up to two (2), additional one-year options periods, for a total Agreement term not to exceed five (5) years. Extension options may be exercised by UTA upon providing Supplier with notice of such election at least thirty (30) days prior to the expiration of the initial term or the then-expiring option period, as applicable.

Unless UTA elects to "run out" the tires according to the conditions set forth in Article 16 of this Agreement, UTA will, within thirty (30) days after the expiration of this Agreement (which shall, for purposes of this Article, include a termination for convenience pursuant to Article 6 of this Agreement) or submission of an invoice by Supplier, whichever is later, purchase those tires owned by Supplier that are branded for the fleet of UTA, including tires on the wheels of vehicles, tires in the course of repair, and such spare tires and such used tires in storage as shall have been furnished by Supplier in fulfillment of its obligation to maintain an adequate inventory at prices set forth in the "Cost Per 32nd Of An Inch" and attached as Exhibit "A" to this Agreement. Title to all tires shall remain with Supplier until all such statements and billings have been paid in full, at which time UTA will acquire each such used tire(s) as is, and Supplier makes no warranties as to the condition or fitness for continued use of such tires. This clause does not include new tires in inventory which shall be retained by Supplier.

5. PRICING AND PAYMENT

This Agreement provides for a tire leasing transaction. The method of determining and paying mileage charges shall be as described in this Article 5.

UTA shall keep Supplier informed of the number of tires on each bus in UTA's fleet identified by bus number, and any tire changes affecting such number of Supplier and non-supplier tires performed by UTA, and Supplier shall keep UTA informed of any tire changes affecting such number of Supplier and non-supplier tires performed by Supplier.

UTA shall furnish to Supplier by the fifteenth (15th) day of each month:

- (a) A record of the bus miles run as determined by UTA during the preceding entire month by each bus, identified by number, which is equipped with Supplier's tires or for which Supplier has servicing responsibility, and a record of the bus miles run on Supplier's tires by each bus which was equipped with Supplier's tires for a portion of the month;
- (b) A statement of the said bus miles run during the preceding month of Supplier's tires of each mileage rate class;
- (c) A statement of the said bus miles run during the preceding month on all buses for which Supplier has servicing responsibility;
- (d) A calculation of the mileage payments due Supplier for tire usage and for service at the applicable mileage rates.
- (e) A current fleet list showing: (1) active vehicles, (2) new vehicles put into service during the month including the start service date, and (3) retired vehicles removed from service during the month including the date of removal from service.

UTA shall pay Supplier within thirty (30) days from receipt of an invoice each month for tire usage and service during the preceding month. There shall be one fixed service rate per month, and a fixed rate per tire mile as specified in Exhibit "A" attached to this Agreement. Any size of tire not listed in Exhibit "A" that is placed into service by Supplier during the term of this Agreement shall have a separate rate per tire mile applied that has been mutually agreed upon by both parties, documented in writing as a modification to this agreement, prior to the tire's placement into service. The payment due Supplier for tire service shall be invoiced separately as a fixed monthly service charge.

6. TERMINATION OF CONTRACT

- (a) **Termination for Convenience.** UTA may terminate this Agreement, in whole or in part and without cause, at any time upon providing Supplier with one hundred twenty (120) days advance written notice to Supplier. If Supplier has any property in its possession belonging to UTA, Supplier will account for the same, and dispose of it in the manner UTA directs.
- (b) **Termination for Default.** If Supplier fails to deliver materials or to perform the services within the time specified in this Agreement or any extension or if Supplier fails to comply with any other provisions of this Agreement, UTA may terminate this Agreement for default. UTA shall terminate by delivering to Supplier a Notice of Termination specifying the nature of the default. Supplier will only be paid the contract price for materials delivered and accepted, or services performed in accordance with the manner or performance set forth in this Agreement. If, after termination for failure to fulfill contract obligations, it is determined that Supplier was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of UTA.
- (c) **Opportunity to Cure.** UTA in its sole discretion may, in the case of a termination for breach or default, allow Supplier ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Supplier fails to remedy to UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Supplier of written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to terminate this Agreement without any further obligation

to Supplier. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Supplier and its sureties for said breach or default.

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

7. TOOLS AND EQUIPMENT RESPONSIBILITY

Supplier shall provide all hand tools required by Supplier's personnel for the proper servicing of tires (i.e. air guns, torque wrenches, etc.). Supplier shall check the calibration of the torque wrenches with a Torque Wrench Tester provided by UTA, witnessed by UTA at UTA's option, a minimum of every three (3) months.

Supplier shall have each torque wrench calibrated by a company that is certified to guarantee accuracy of equipment tested. Supplier will provide a record of certification every twelve (12) months to UTA.

8. MILEAGE REPORTS AND RECORDS

UTA shall keep an accurate record of the number of revenue miles run as provided in the Scope of Work and render to Supplier a report of such mileage prior to the 15th day of the month following the month the miles were run.

The number of revenue miles run shall be determined either by means of an instrument which will accurately record mileage being run on each bus or paratransit van, or by multiplying the number of trips of each bus or paratransit van by the number of scheduled miles over the route it is driven. If the latter method is used, UTA shall furnish Supplier a schedule of the established routes covered by its buses and paratransit vans and shall advise Supplier of any changes in such routes or any additional routes covered.

The recording instruments and/or mileage records referred to shall be open at all reasonable times during usual business hours for inspection by Supplier's representatives. UTA agrees to supply Supplier, on at least a monthly basis, all information on tire changes made by UTA and vehicle and/or spare stock tire inventory requested to enable Supplier to maintain any record or individual tire mileage and tire location kept by Supplier.

9. ADDITIONAL BUSES/VANS

If UTA acquires by purchase, or otherwise acquires additional buses and/or paratransit vans, UTA has the option to purchase or acquire buses and/or paratransit vans with tires as part of the vehicle. A separate rate shall be negotiated between UTA and Supplier and applied to any other make or model of bus or paratransit van placed in operation by UTA during the term of this Agreement requiring tires different than those specified in this Agreement or tires not shown in the proposal specifications and placed in operation by UTA during the term of this Agreement or a different size and/or type of tire than those covered in the proposal specifications. These tires will be subject to the same service provisions as the current leased tires.

If UTA shall purchase or lease any additional buses to its fleet which can be equipped with a size and type of tire for which a lease rate has been established in this agreement, UTA may purchase or lease such buses without tires and Supplier shall, in that event, furnish tires to the bus manufacturer or deliver to the designated U.S. post of demarcation within sixty (60) days of written notice. Such lease tires shall become subject to the provisions of the agreement upon delivery to the bus manufacturer and shall be leased by UTA in the same manner as other tires furnished by Supplier. Any other tires already on buses purchased or leased by UTA shall become subject to the provisions of the agreement in the same manner as pre-existing tires not furnished by Supplier. When UTA purchases a new bus, typically, the tires for those buses are purchased from the bus manufacturer. If UTA elects to purchase tires direct from

Supplier, a separate purchase order will be issued for invoicing of the purchased tires. These tires will be the same as the current leased tires. They will be subject to the same service provisions as the current leased tires.

Any tires lost, stolen, or damaged while in the possession of the vehicle manufacturer, or other seller, or while the vehicle is being delivered to UTA shall be the responsibility of UTA.

10. SALE OR DISPOSITION OF BUSES/VANS

If UTA sells or in any manner disposes of any buses or paratransit vans, which shall have been equipped with tires supplied under this Agreement, or if for any reason UTA shall discontinue its business, or discontinue the use of any such buses or paratransit vans, UTA shall purchase the unused mileage in each tire (including spares) at prices set forth in the "Cost Per 32nd Of An Inch" and attached as Exhibit "A", or UTA may equip said buses or paratransit vans with scrap tires provided by Supplier as per a separate Letter of Agreement, to be entered into by the parties in substantially the same form as included in the RFP.

11. LEASED BUSES/VANS

UTA represents and warrants that it owns outright or has legal possession of all buses and paratransit vans comprising the fleet operated by it. If during the term of this Agreement, including any amendments and extensions, UTA acquires the right to operate any buses or not owned by it, pursuant to a rental or other arrangement with the owner of such buses or paratransit vans (called "Leased Buses" or "Leased Vans"), UTA agrees (a) to notify Supplier of the existence and details of such arrangement, (b) that all Leased Buses and/or Vans will be furnished to UTA by the owner without tires so that they may be operated by UTA equipped with tires furnished by Supplier to be supplied under this Agreement, and if Supplier is to furnish tires (c) to obtain from the owner an agreement acceptable to and for the benefit of Supplier, whereby the owner acknowledges Supplier's ownership and right to possession of all tires supplied by it and waives any and all rights by virtue of their use on Leased Buses or Vans or otherwise. Contingent upon obtaining such agreement from the owner of Leased Buses or Vans, they shall be subject to all the terms and conditions of this Agreement to the same extent as buses or paratransit vans owned by UTA. In case UTA surrenders or otherwise loses possession of any of the Leased Buses or Vans equipped with tires supplied by Supplier. UTA shall purchase each tire (including spares) as provided with respect to buses or paratransit vans sold by UTA. The term "Leased Buses" or "Leased Vans" shall not apply to any bus or paratransit van rented or borrowed for temporary use for a period not to exceed 120 days.

12. TITLE TO TIRES AND LIENS ON BUSES/VANS

Title to all tires furnished shall remain at all times with Supplier or its assignees and upon purchase by UTA in accordance with Article 4 of this Agreement, shall continue to remain with Supplier until it shall have received full payment of all sums owed to it by UTA under the terms of this Agreement.

UTA will hold Supplier harmless against any claim on Supplier's tires made by any holder of a lien on any buses or paratransit vans on which UTA uses such tires. UTA agrees to keep Supplier advised concerning any such liens and the status of the liens.

13. STORAGE, DAMAGE, AND LOSS OF TIRES

UTA agrees to provide a safe and suitable place for the storage of spare tires and tires unfit for further service until they may be disposed of by Supplier; to either keep each bus or paratransit van equipped with at least one properly inflated spare tire, or provide adequate road service for its fleet; and to pay Supplier the amount of any tires damaged beyond repair through no fault of Supplier including, by accident, fire, or which have been lost or stolen on the price basis listed under the Cost Per 32nd Of An Inch attached as Exhibit "A" to this Agreement. Curbing damage, cuts, bruises, and road hazard damage encountered in normal transit operations are covered under this provision. Any tire that cannot have an actual tread depth measurement taken due to total destruction or loss shall be assigned a tread depth equal

to one-half its original tread depth for purposes of determining a price for the tire. No other damage may be billed. UTA agrees to maintain bus and paratransit van suspension and steering in accordance with manufacturers' recommendations. Claims against UTA for tires lost or damaged while in UTA's possession shall be supported by the signature of an authorized representative of UTA attesting to such loss or damage and be submitted to UTA for payment within sixty (60) days from the date of damage or loss. This provision does not cover tires lost or damaged while in transit via public carrier or while in Supplier's own vehicles.

Any tires which may be rendered unfit for service by accident, abuse, or fire, which can be made serviceable by repair shall be repaired by Supplier and the actual cost of repair shall be paid for by UTA.

14. LIABILITY FOR DAMAGES

Supplier shall be liable for any damages that result from defective materials furnished by Supplier or from Supplier's negligence. Whenever Supplier's tires fail because of a defect or Supplier's negligence and damage the bus (i.e. loses a retread on a recapped tire and damages an air ride, leveling valve, brake hose, wheel well molding, etc.), Supplier will be liable for the cost of repairs (parts and labor). If towing is required because of a Supplier's tire defect or negligence as described above, Supplier will be liable for all related towing costs.

In the event that any suit is brought alleging damages to property or injury or death to persons as a result of a defect of the tires furnished hereunder or negligence in connection with servicing, inspecting, mounting or replacing tires pursuant hereto, Supplier agrees to assume responsibility for the defense of the suit and to hold UTA harmless therein unless and until it is established that something other than a defect in workmanship or material or negligence on the part of Supplier caused the damage, injury or death.

15. TIRES PERMANENTLY REMOVED FROM SERVICE

All tires serviced by Supplier under this Agreement shall be returned by Supplier to the Meadowbrook facility upon their permanent removal from service and separated out by ownership. UTA-owned and previous supplier-owned tires shall be set aside and the owners contacted to pick up and dispose of their own tires. Disposal of such tires shall be at each owner's sole expense. UTA requires all tires permanently removed from service to be recycled, as per the applicable law regarding the disposal and recycling of all tires. Any reference in this Agreement to tire disposal shall mean recycling.

Prior to Supplier's removal of such tires from the Meadowbrook facility, Supplier shall furnish UTA with an accounting of both UTA-owned and Supplier tires, indicating those tires which in the opinion of Supplier, are suitable for retreading.

UTA will have the right to sell to Supplier good UTA-owned tire casings at a pre-determined amount. UTA shall be given a credit for the return of UTA-owned retreadable tires in an amount specified in, "Supplier's Purchase Price of Retreadable Tire Casings Which Are Owned By UTA", attached as Exhibit "A" to this Agreement.

16. RUN-OUT PROVISION

Upon the expiration of the term of this Agreement, UTA has the option to further extend this Agreement and continue to use all tires furnished by Supplier under this Agreement in UTA's possession on the expiration date for a period of thirty-six (36) months from said expiration date.

All terms, conditions, and provisions of said Agreement shall remain in full force and effect during said 36-month period, except that Supplier, if UTA is changing suppliers, shall be relieved of any requirement to furnish UTA with tires, or repair material during said 36-month period unless requested by UTA and agreed to by Supplier. Supplier is released from providing service during the run-out period and payments to Supplier during that period shall exclude that portion based upon the service rate.

The rate and rates per tire mile in effect during such 36-month period shall be the rate or rates in effect for the six-month period immediately preceding the commencement date of such 36-month period or the new rate or rates agreed to in a contract executed between UTA and Supplier if Supplier is the successful bidder for the new contract period, whichever rate is the most advantageous for UTA.

It is understood that UTA shall continuously use such tires insofar as practicable, and use in preference to tires furnished under any new Agreement on its highest mileage runs until the tire's useful life is exhausted or until the expiration of the 36-month period, whichever occurs first.

Upon the expiration of said 36-month period, UTA shall purchase or provide for the purchase of the remaining tires that have been furnished by Supplier in fulfillment of its run-out obligation at prices set forth in the Cost Per 32nd Of An Inch and attached as Exhibit "A" to this Agreement. The price for said tires will be paid for on a cost per 32nd of remaining tread of rubber. This will be based on original tread depth only (not base gauge). UTA will acquire each such used tire as is, and Supplier makes no warranties as to the condition or fitness for continued use of such tires.

The provision herein granted is exercisable by UTA upon thirty (30) days' written notice prior to the expiration date of the term of this Agreement. Such notice of UTA's exercise of this provision must be in writing and sent certified mail to:

Michelin North America, Inc.
Attn: Margaret Johnson
One Parkway South
P.O. Box 19001
Greenville, SC 29602-9001

17. UTA CONTRACTOR BADGE

All Supplier personnel assigned to UTA, whose duties require regular access to UTA's facilities for a length of time of more than one (1) month, shall be required to obtain a UTA Supplier Badge and undergo finger printing and a criminal background check initiated by Supplier prior to being issued such UTA Supplier Badge. In evaluating results from a criminal background check, Suppliers personnel shall evaluate (1) the nature and gravity of the offense or offenses; (2) the time that has passed since the conviction and/or completion of the sentence; and (3) the nature of the job. In no event, however, will a Supplier employee be assigned to work at UTA facility if such employee has been convicted of one of the following;

- (a) A felony under federal or Utah state law within the last 10 years;
- (b) A crime involving moral turpitude; and
- (c) Two or more violations of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug.

Supplier employees seeking to obtain a UTA Supplier Badge must provide a letter from Supplier attesting to the fact that the employee conforms to the above contractual requirements prior to receipt of a UTA Supplier Badge.

18. DRUG AND ALCOHOL TESTING

All tire employees performing work on UTA's premises under this Agreement will be engaged in "safety-sensitive" functions as that term is defined under Federal Transit Administration (FTA) drug and alcohol testing regulations (49 C.F.R. Parts 655). Said employees will therefore be subject to FTA-mandated random and other drug and alcohol testing such as pre-employment, post-accident, and reasonable suspicion. Said random testing may be performed by including Supplier employees

performing work under this Agreement in the pool of safety sensitive employees maintained by UTA for random drug and/or alcohol testing purposes, subject to cost reimbursement by Supplier, or said testing may be performed utilizing Supplier's own random drug and/or alcohol testing program. Supplier is required to provide UTA with results of Supplier's drug and/or alcohol testing on an annual basis. Supplier is required to perform the pre-employment, post-accident, and reasonable suspicion testing. The process for all required testing must comply with the 49 CFR Part 40.

19. FORCE MAJEURE

UTA shall be excused from compliance with the conditions of this Agreement in the event of force majeure events listed below. Supplier shall be excused from deliveries or delay in deliveries if such failure to deliver or delay in deliveries shall be caused by war, acts of terrorism, fires, and interruptions of transportation facilities, accidents, national shortage of energy source or raw material or other similar causes beyond the control of Supplier. This agreement is expressly subject to applicable restrictions imposed by any federal agency or by any other governmental authority. It is recognized that in the event of strikes, lockouts or other labor disturbances, Supplier may be unable to provide materials or service as described in this Agreement. However, during such events Supplier shall provide UTA prompt notice thereof and, upon request, use commercially available efforts to arrange for the provisions of any available alternate tires, such as retreads and/or other manufacturers' tires including foreign made tires (if permitted by the Federal Transit Administration) and Supplier's service personnel shall be required to provide service for such tires for the duration of this Agreement or until no longer usable.

20. WARRANTY OF TITLE

UTA acknowledges that title to all tires leased to UTA shall remain at all times with Supplier. All tires, property and/or equipment furnished by either party shall remain the respective party's sole personal property. No accession of Supplier's property shall result because of any attachment to the property of UTA.

UTA will hold Supplier harmless against any claim against Supplier's tires made by any holder of a lien on any buses on which UTA uses such tires. UTA agrees to advise Supplier concerning such liens and the status of the liens.

21. WARRANTY OF CONSTRUCTION

Supplier warrants that the work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or workmanship performed by Supplier or any of its subcontractors or suppliers under this warranty. Supplier shall remedy at its own expense any such defect.

All parts and materials shall initially be new, and in no case will any used, reconditioned or obsolete parts be accepted.

It is understood and agreed that by acceptance of this warranty, and the acceptance of the materials to be manufactured or assembled pursuant to these specifications, UTA does not waive any warranty either expressed or implied or any liability of the manufacturer as determined by and decision of a court of the State of Utah or of the United States. Manufacturer standard warranty and extended warranty shall be submitted on delivery of equipment, material or supplies, upon request.

22. NEW VERSUS USED MATERIALS AND SUPPLIES

With the exception of retread casings, the materials or supplies must initially be new and unused.

23. DEFECTIVE OR DAMAGED WORK

Supplier agrees to indemnify and hold UTA harmless in connection with any and all claims whatsoever for personal injuries or property damage caused by the active negligent acts or willful misconduct on the part of Supplier, its agents, officers, subcontractors, or employees or any failure to

perform according to the terms and conditions set forth in this Agreement.

Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected by Supplier hereunder without additional cost to UTA.

If Supplier shall fail to comply promptly with this Agreement, UTA shall, upon written notice to Supplier, have the authority to deduct the cost thereof from any compensation due or to become due to Supplier.

24. INSURANCE REQUIREMENTS:

Supplier and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Supplier, his agents, representatives, employees or subcontractors.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Supplier shall provide coverage with limits of liability not less than those stated below, which coverage may contain self-insured retentions, either wholly or in part. Any self-insured retentions must be declared to and approved by UTA. Supplier may be required to provide evidence satisfactory to UTA guaranteeing payment of losses and related investigations, claim administration, and defense expenses. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

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

• General Aggregate	\$5,000,000
• Products – Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$2,000,000
• Each Occurrence	\$2,000,000

a. "The Utah Transit Authority shall be named as an additional insured with respect to liability arising from the activities performed by, or on behalf of Supplier".

2. Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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a. "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 Supplier, including automobiles owned, leased, hired or borrowed by Supplier".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

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

- a. A waiver of subrogation in favor of UTA shall be provided.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, AND when such contractor or subcontractor executes the appropriate waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The following provisions shall apply:

Supplier's insurance coverage, as it pertains to Supplier's liability and the indemnity obligation assumed by Supplier under this Agreement, shall be primary insurance and non-contributory with respect to all other available sources of insurance.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to UTA, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to UTA, Pat Postell, 669 West 200 South, Salt Lake City, Utah 84101.

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

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Agreement. 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 of insurance are to be received and approved by UTA before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal upon request is a material breach of contract.

All certificates required by this Agreement shall be sent directly to:

Utah Transit Authority
 ATTN: Contracts Office Coordinator
 P.O. Box 30810
 Salt Lake City, UT 84130-0810

UTA project/contract number and project description shall be noted on the certificate of insurance. UTA reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insureds under its policies or Supplier shall furnish to UTA separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement

shall be made by the Office of General Counsel or the Claims and Insurance Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action UTA will provide ninety (90) days written notice of such requirement together with an explanation of the reason for the requirement. If the requirement is unacceptable to Supplier, acting reasonably, then Supplier shall be entitled to terminate this Agreement without penalty on prompt written notice to UTA.

25. INDEMNIFICATION

Supplier and UTA each hereby agree to protect, defend, release, indemnify and hold the other party harmless from and with respect to any losses, claims, demands, expenses, attorney's fees, costs or judgments arising directly or indirectly, as the result of the negligence, recklessness or willful misconduct of the indemnifying party under this Agreement. Further, Supplier agrees to indemnify, defend and hold harmless UTA, its affiliates, sureties, officers, trustees, contractors, agents, employees, from and against any and all claims arising out of or related to: (a) Supplier's breach of any representation, warranty, covenant or obligation under this Agreement; (b) obligations owed to any third party by Supplier or any third party retained by it.; (c) any failure of Supplier to comply with applicable federal, state or local law, or industry standard; (d) any actual or alleged infringement or misappropriation of any intellectual property right of any third party by Supplier; (e) any bodily injury sustained by Supplier's employees, agents, subcontractors or assigns on UTA's property; and (f) any property damage or damage to UTA's personal or real property, in each case resulting from Supplier's performance of the Scope of Work. Each party shall not be liable for special, indirect, or consequential damages.

26. ASSIGNMENT OF CONTRACT

Supplier may subcontract to independent dealers work to be performed under this Agreement at sites other than UTA properties, such as retreading. Supplier may assign its rights (such as for payment) under this Agreement to third parties, with the prior written approval of UTA. No other assignment by Supplier of this Agreement, in whole or in part, will be recognized by UTA unless such assignment has had prior approval of UTA in writing.

UTA will neither assign nor transfer any interest in this Agreement without the prior written consent of Supplier.

27. CONTRACT CHANGES

Any proposed change in this Agreement must be submitted to UTA for its prior approval and UTA will make the change, if approved, by a contract modification. Notwithstanding the above, no change, modification, or amendment to this Agreement shall be binding upon either party unless set forth in writing and signed by the proper officials of both parties.

28. INCORPORATED DOCUMENTS

The documents listed below in this Article 28 are hereby incorporated into this Agreement, and together with this Agreement constitute the complete contract between the parties. In the event of any irreconcilable conflict or inconsistency between the terms of this Agreement and the documents listed below, this Agreement shall govern. The documents listed below are in chronological order, and in the event of any conflict or inconsistency between the provisions of such documents, the more recent document shall take precedence.

- (a) The RFP including, without limitation, the Scope of Work and the federal requirements;
- (b) Addenda to the RFP;
- (c) Supplier's Proposal;

In addition, all applicable UTA policies and standard operating procedures, including but not limited to Environmental and Safety Policies, are considered a part of this agreement and Supplier is required to comply therewith.

29. NOTICES

Any notice or other communication required or permitted under this Agreement must be in writing and must be given by personal delivery or by mail, registered or certified, return receipt requested, or by overnight delivery service postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing herein:

If to UTA: Utah Transit Authority
ATTN: Pat Postell
Grants & Contracts Administrator
669 West 200 South
Salt Lake City, Utah 84101

If to Supplier: Michelin North America, Inc.
ATTN: Margaret Johnson
One Parkway South
P.O. Box 19001
Greenville, SC 19602-9001

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after it is deposited in the United States Mail as provided above.

30. PROGRAM MANAGER

UTA Program manager for this Agreement shall be Jesse Rogers, or designee. All correspondence regarding the program work of this Agreement should be addressed to Mr. Rogers, or designee.

31. CONTRACT ADMINISTRATOR

UTA Agreement Administrator shall be Pat Postell, or designee. All correspondence regarding the terms, conditions, or administration functions should be addressed to Ms. Postell, or designee.

32. GOVERNING LAW

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

33. SERVERABILITY

Any provision of this Agreement 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 Agreement.

34. AMENDMENTS

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

35. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship between the Parties, or to create any new entity.

36. NO THIRD PARTY BENEFICIARIES

The parties enter in to this Agreement 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 Agreement.

37. ENTIRE AGREEMENT

This Agreement 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.

38. COUNTERPARTS

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

39. SURVIVAL

Provisions of this Agreement intended by their nature and content to survive termination of this Agreement shall so survive including, but not limited to, Articles 4, 6, 12, 14, 16, 20, 21, 23, 24, 25, 28, 32, 33, and 35..


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

MICHELIN NORTH AMERICA, INC.

UTAH TRANSIT AUTHORITY


Carmel Novak
Director of Services & Solutions,
Sales & Operations

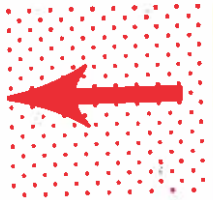
Steve Meyer
Executive Director


David Hancock
Mgr Rail Infrastructure Assets

Approved As To Form:



UTA Legal Counsel



B. Monthly Tire Service Charge - Rate to be charged for Tire Servicing:

NOTE: Proposals for second, third, fourth, and fifth years shall not increase more than five percent (5%) from the previous year's cost.

589 Buses = \$3,660 Total Tires (Group #1-5, 7 buses have six (6) tires each, Group #6 buses have eight (8) tires each.

Date Tire Service Begins	<u>MeadowBrook Cost</u>		<u>Central Cost</u>		<u>Ogden Cost</u>		<u>Timpanogos Cost</u>		<u>Riverside Cost</u>	
	Per Month	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month	Per Year
December 1, 2019	\$43,208	\$518,490	\$4,629	\$55,553	\$4,629	\$55,553	\$4,629	\$55,553	\$4,629	\$55,553
December 1, 2020	\$45,360	\$544,320	\$4,860	\$58,320	\$4,860	\$58,320	\$4,860	\$58,320	\$4,860	\$58,320
December 1, 2021	\$47,635	\$571,620	\$5,104	\$61,245	\$5,104	\$61,245	\$5,104	\$61,245	\$5,104	\$61,245
December 1, 2022	\$50,015	\$600,180	\$5,359	\$64,305	\$5,359	\$64,305	\$5,359	\$64,305	\$5,359	\$64,305
December 1, 2023	\$52,518	\$630,210	\$5,627	\$67,523	\$5,627	\$67,523	\$5,627	\$67,523	\$5,627	\$67,523
Totals	\$238,735	\$2,864,820	\$25,579	\$306,945	\$25,579	\$306,945	\$25,579	\$306,945	\$25,579	\$306,945

Five (5) year Grand Total for all Facilities \$ 4,092,600.00

The monthly service charge shall be firm for length of Contract. A monthly service charge will be issued each month for servicing the Authority's tires. In the event direct service personnel units or the number of service locations are increased or decreased, the rates shall be adjusted on a mutually agreeable basis.

REVISED PRICE FORMS

September 12, 2018

Pricing Option #1:

Proposer shall include pricing for the first year of the contract. Proposer will propose an equitable escalation factor, based on an independent index such as CPI or PPI, for years two (2) through five (5) of the contract.

LEASE OF TIRES WITH SERVICE

- Identification and description of tires to be furnished per Table 1 pages 15 and 16 of Part 1 – Project Information. Approved equals may be requested.
- Single Tires – Mileage rate to be charged for single tire usage only.

Proposers should offer a single tire rate for year 1 of the contract below.

NOTE: This is the Authority best estimate of annual bus miles to be covered by this contract, by tire size, and may change on a yearly basis for the next five (5) years. A:

GROUP #	TIRE SIZE	ESTIMATED ANNUAL BUS MILES		NUMBER OF WHEELS		ANNUAL SINGLE TIRE RATE PROPOSAL	ESTIMATED ANNUAL LEASE
1	275/70R x 22.5	60000	x	6	x	\$0.00694	=\$2,498.40
2	305/85R x 22.5	12,474,000	x	6	x	\$0.00716	=\$535,883.04
3	12R x 22.5 or 305/85R x 22.5	2,016,000	x	6	x	\$0.00716	=\$86,607.36
4	305/70R x 22.5	1,218,000	x	10	x	\$0.00575	=\$70,035.00
5	305/70R x 22.5	560000	x	6	x	\$0.00575	=\$19,320.00
6	315/80R x 22.5	2,646,000	x	8	x	\$0.00495	=\$104,781.60
7	225/75R x 16.0	3,510,000	x	6	x	\$0.00301	=\$63,390.60
ESTIMATED YEAR #1 LEASE TOTAL							=\$863,196.00

Escalation:

1. Year 2: 5%
2. Year 3: 5%
3. Year 4: 5%
4. Year 5: 5%

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF THE CONTRACT WITH
STANTEC ARCHITECTURE, INC. FOR
PROFESSIONAL ENGINEERING SERVICES**

R2018-11-05

November 28, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Professional Services Agreement with Stantec Architecture, Inc., attached as Exhibit A, for professional engineering services for the Depot District Clean Fuels Technology Center has a value of \$2,220,059 and has been reviewed and recommended for approval by staff; and

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

1. That the Board hereby approves the contract with Stantec Architecture, Inc. for professional engineering services for the Depot District Clean Fuels Technology Center as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with Stantec Architecture, Inc.
4. That the corporate seal be attached hereto.

Approved and adopted this 28th day of November 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of November, 2018.

Carlton Christensen, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

Detailed Contract Description & Purpose

Board Review and/or Approval Date: 11/28/2018

Action Requested: Motion to approve the contract

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

Contract #: 18-02931

Contract Title: Depot District A&E Services

Project Manager: E. Gregory Thorpe, PE

Contract Administrator: Teresa Pickett

Impacted Areas: FLHQ and SLC Business unit

Included in budget? Yes

Procurement method: Sole-Source

Contractor: Stantec Architecture, Inc.

Sole-Source Reason: Substantial Duplication of Costs

Total Contract Value \$ 2,220,059
Qty & Unit price

Contract term (Months) 37 months

Contract options (Months) N/A

Contract start date: 11/29/2018

Contract end date: 12/31/2021

Number of responding firms: N/A

Next Lowest Bidder: N/A

Detailed Description & Purpose:

UTA desires to hire professional engineering services for the Depot District Clean Fuels Technology Center to make drawing revisions to meet current codes, preconstruction and construction meetings with the contractor and UTA, design review with Salt Lake City and provide design services during construction for RFI's, design submittals and product submittals.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
 Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. 18-02931 (Assigned by Purchasing) Contract Administrator: Teresa Pickett
 Project Manager: Greg Thorpe
- 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) Other: _____
 RFP (Best-value) Sole source
- 4) Contract Title Depot District Clean Fuels Technology Center Engineering Services
- 5) Description / Purpose (of contract or project) Engineering services including design services during construction for the Depot District Clean Fuels Technology Center
- 6) Contractor Name Stantec Architecture, Inc.
- 7) Effective Dates Beginning: 11/29/18 Ending: 12/31/21
- 8) Option to renew? Yes No Renewal terms N/A

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ 2,220,059.00
 9a) Current Contract Value: _____
 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? N/A
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-3102.68912 Capital Project Code MSP10218
- 12) Budgeted? Yes No Budget amount: \$ 2,220,059.00
- 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? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>BWS</u>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>MS</u>	<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	<u>GT</u>	<u>E. Gregory Thorpe</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>MD</u>	<u>Mary DeLoe</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>DC</u>	<u>Donald (Eddy) Cummins</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>SM</u>	<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

**PROFESSIONAL SERVICES AGREEMENT
DEPOT DISTRICT CLEAN FUELS TECHNOLOGY
CENTER ENGINEERING SERVICES**

This Professional Services Agreement is entered into and made effective as of the ___ day of November, 2018 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and STANTEC ARCHITECTURE, INC., a corporation an office location at 1050 17TH Street, Suite A200, Denver. Colorado 80265 (“Consultant”).

RECITALS

- A. UTA desires to hire professional engineering services for the Depot District Clean Fuels Techology Center
- B. Consultant has been determined to be the most qualified firm available to perform the Work as set forth in the Scope of Services.
- C. The parties have negotiated fair and reasonable pricing for 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 “CMGC” shall mean the Construction Manager General Contractor that UTA has retained to perform the construction management and general construction of the facility.
- 1.4 The term “Consultant’s Project Manager” shall mean Merlin Maley, or his/her successor as appointed or designated in writing by Consultant.

- 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 E. Gregory Thorpe, 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 or that of the CMGC contractor, 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 developed in conjunction with UTA and the CMGC Contractor and guaranteed completion date requirements set forth in (or developed and agreed by the parties and the CMGC in accordance with) the Scope of Services.
- 4.2 Consultant shall attend regular Owner and Contractor meetings to update UTA's Project Manager and the CMGC contractor 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 and CMGC contractor.
- 4.3 Consultant shall assist UTA in the development of Independent Cost Estimates to be used in negotiations with the CMGC contractor to validate the CMGC contractors final agreed prices for each phase of the project.
- 4.4 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

ARTICLE 5.0
Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. The estimated completion date of the Work is December 2021. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0

Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with the direct labor rates identified in the Scope of Services and at audited overhead rates provided in accordance with 2 CFR Part 200. Monthly payments shall be made in arrears for Work satisfactorily completed in accordance with the Contract during the preceding month.
- 6.2 Costs identified in the Scope of Services as being reimbursable shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E.
- 6.3 The Contract (inclusive of all wages, overhead, subcontract costs, reimbursable costs and other cost components) is subject to a total “not-to-exceed” amount of TWO MILLION TWO HUNDRED TWENTY THOUSAND AND FIFTY-NINE DOLLARS (2,220,059 and hereinafter the “Not to Exceed Amount”). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0 Contract Changes

- 7.1 UTA’s Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.

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

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA’s expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant’s sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the

Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Consultant shall submit invoices to UTA’s Project Manager for processing and payment in accordance with Article 6 of this Contract. 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 the Scope of Services) 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 the Scope of Services (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 the Scope of Services (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 Director of Capital Development/Consultant's Project Principal	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: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:

Stantec Architecture, Inc.
ATTN: Merlin Maley
1050 17th St, Suite A200
Denver, CO 80265-2016

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

Insurance Coverage Requirements for Consultant Employees

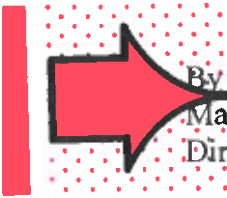
26.1 The following requirements apply to this Contract and to any subcontract at any tier that involves a sub-consultant that has a subcontract equal to or in excess of \$1 million (including any subsequent modifications that cause the intital subcontract value to excr exceed \$1 million):

- 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-818.5for 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:

STANTEC ARCHITECTURE, INC:



By Mary DeLoretto
 Director of Capital Projects

By _____
 Name: _____
 Title: _____

By _____
 Steve Meyer
 Interim Executive Director

By _____
 Greg Thorpe, Project Manager

Approved as to Form:

[Signature]
 Legal Counsel

Exhibit A



Stantec Architecture Inc
1050 17th Street, Suite A200
Denver, CO 80265

July 19, 2018
Revised October 30, 2018

Attention: Greg Thorpe, P.E.
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Dear Greg,

Reference: Construction Administration Services for UTA's Depot District Clean Fuels Technology Center (DDCFTC)

As requested, I am providing you a proposal for design services during construction for the Depot District Technology Center (DDTC). Stantec will serve as the prime consultant with myself as Project Principal and potentially Barry Newton as Lead Architect. Barry was a member of the architectural team during construction the construction documentation period, and is also has a long history of construction administration. Barry is currently committed to another project which will potentially end in late December 2018. Stantec will submit our selected lead construction administration architect's resume to UTA for approval. This individual will be backed up by an architect from CRSA, along with several architectural interns from both Stantec and CRSA. Our team includes the full consultant team from the previous design efforts.

- CRSA: Associate Architect, Landscape Architect, Preservation Architect
- HDR|MDG: Equipment consultant (MDG was acquired by HDR in 2017)
- Jacobs: Civil Engineers
- Reaveley: Structural Engineers
- Colvin: Mechanical Engineers
- Spectrum: Electrical Engineers
- Fuel Solutions: Fueling Designer

We look forward to assisting UTA in the delivery of this exciting project. UTA has long needed replacement of its existing Central Garage in order to expand its fleet operations and to service its growing fleet of CNG vehicles. Construction of this new facility will start in early 2019 and will be phased to work within UTA's funding stream. We understand the preliminary schedule to be:

- 2018: Begin Drawing revisions to meet current codes, preconstruction meetings with the contractor and UTA, design review meeting with Salt Lake City.

Reference: Construction Administration Services for UTA's Depot District Clean Fuels Technology Center (DDCFTC)

- 2019: Complete drawing revisions to meet current codes, permitting, Construction of Wash, Diesel Fueling, Grading, Drainage, Utilities, Bus Parking, Employee Parking, Bus Canopies, and Demolition of existing buildings.
- 2020 – 2021: Construction of Maintenance and Operations

We recognize UTA's requirements for an hourly based contract, and will invoice at our approved billing rates, which are established by direct labor + overhead + 10% profit. Each year, we will need to update individuals' rates to account for changes in direct labor and overhead. We anticipate this happening between January and March each year and will update and our rate table for UTA's review and acceptance.

As an hourly construction administration contract, we have provided the total number of estimated hours to complete each task, including weekly OAC meetings in our July 19 proposal. UTA requested Stantec to reduce its estimated fee for Tasks 3 and 4 which were previously submitted and approved. An updated scope of work is provided that accounts for this reduction in time for Tasks 3 and 4. We are also including Task 5: As-Built drawings, which we believe will be required by UTA, but will need to be provided on a time and materials basis. Also included in the updated SOW is the expected amount of RFIs and Submittals requiring review. If needed, UTA has said it will participate in the review of submittals and RFIs to help keep the Stantec team within budget.

If it appears the team will exceed its allotment of hours within each task, we will need to have the ability to invoice UTA directly for this time which should be addressed in the contract under additional services. In the reverse, if all the hours within each task are not required, Stantec will not be invoicing UTA for this time.

Throughout the construction duration, members from the Stantec team will be required to travel to Salt Lake City. This will be every three weeks to attend Owner Architect Contractor (OAC) meetings in person, perform a site walk, generate a site observation report, and attend additional meetings with UTA and the contractor as required. Each of these trips has been estimated to be a 1 ½ day effort, but we will stay an additional day when required with prior approval from UTA. Included are 13 OAC meetings + field reports for Task 3 and 35 OAC meetings + field reports for Task 4. Our local architect, CRSA, will be available to meet on site if required during non-OAC weeks. All time will be monitored closely, and a status report of time spent on associated activities will be provided with each invoice.

Our updated fees from September 12, 2018 are also included following the revised scope of work to capture all requested changes.

If you have any questions regarding the content of this proposal, or services to be performed during construction, please do not hesitate to contact me directly, Greg. This will be a monumental project once its completed and Stantec is honored to be included on UTA's team!

July 19, 2018
Greg Thorpe, P.E.
Page 3 of 3

Reference: Construction Administration Services for UTA's Depot District Clean Fuels Technology Center (DDCFTC)

Sincerely,

A handwritten signature in black ink, appearing to read 'Merlin Maley', with a large, sweeping underline.

Merlin Maley AIA, LEED AP, NCARB
Principal

Phone: 303-575-8497
Mobile: 303-921-8708
Merlin.maley@stantec.com

Attachment: UTA SOW.doc, UTA DDTC Garage_CA Fees 1.xlsx
c. Barry Newton, Carl Hole
mm document4

SCOPE OF WORK

Definitions for Typical Contract Administration Terminology

OAC:	Owner Architect Contractor Meeting
RFI:	Request for Information - generated by the contractor, responded to by the design/engineering team
ASI:	Architects Supplemental Instructions – typically 8x11 sketches, revising or clarifying the design
Submittal:	Product literature, shop drawings, calculations provided by the contractor for specific elements/products that will be utilize in construction. Designers review for conformance with the contract documents
As-Builts:	Clean drawings provided to the owner after construction completion, utilizing all markups to the contract documents provided by the contractor, and incorporating all RFIs and ASIs

TASK 1: UPDATE DRAWINGS

Since completion of the 100% construction document package, Salt Lake City has amended its building codes and adopted the 2015 International Building Code (IBC). The current design package was produced under the 2012 IBC, and will therefore need to be upgraded to the current code standard. We believe this will be an approximate 12 week effort after execution of the new contract. If the City is willing to make an exception and permit the project under the 2012 IBC, then these services are no longer necessary. Items to be reviewed:

- Energy code compliance
- Architectural code compliance
- Structural code compliance
- Mechanical code compliance
- Electrical code compliance
- Civil and Utility code compliance

TASK 2: PERMITTING ASSISTANCE

The Stantec team will assist UTA with the permitting process. The services include the following:

- Digitally submitting the drawings and specifications to Salt Lake City
- 2 Meetings with Salt Lake City
- 2 Rounds of responding to permitting questions from Salt Lake City
- Excluded from our proposal are all costs associated with the permit review process



TASK 3: WASH BUILDING, DIESEL, AND SITE CONSTRUCTION JANUARY – SEPTEMBER, 2019

The Stantec team will be providing UTA full construction administration services during this task. CRSA will be on site weekly, and Stantec will be on site bi-weekly. Stantec will call into the weekly OAC meetings on weeks when we are not on site. Our assumptions for this CA effort include:

- Attendance at tri-weekly OAC meetings: 13 Total
- Site/Field Reports: 13 Total
 - Consulting designers and engineers will also provide their own site/field reports following their specific site visits.
- RFIs: 150 Total
- Submittals: 150 Total
 - UTA might be required to review submittals if the GC's submittal log is greater than 150. We will work with UTA to establish this list once after receipt of the anticipated submittal log from the GC.
- ASIs: 25 Total
- Punchlist: Site work, Wash Building, Canopies
- As-Builts: Site work, Wash Building, Canopies
- 6 Month Warranty: Site walk 6 months after construction completion to review the construction prior to 1 year warranty expiration. Will issue a field report for any required contractor work items.
- 11 Month Warranty: Not Included. By UTA only

TASK 4: MAINTENANCE AND OPERATIONS CONSTRUCTION (JANUARY 2020 – DECEMBER 2021)

The Stantec team will be providing UTA full construction administration services during this task. CRSA will be on site weekly, and Stantec will be on site bi-weekly. Stantec will call into the weekly OAC meetings on weeks when we are not on site. Our assumptions for this CA effort include:

- Attendance at tri-weekly OAC meetings: 35 Total
- Site/Field Reports: 35 Total
 - Consulting designers and engineers will also provide their own site/field reports following their specific site visits.
- RFIs: 1000 Total
- Submittals: 500 Total
 - UTA might be required to review submittals if the GC's submittal log is greater than 500. We will work with UTA to establish this list once after receipt of the anticipated submittal log from the GC.



- ASIs: 150 Total
- Punchlist: Maintenance & Operations
- As-Builts: Maintenance & Operations
- 6 Month Warranty: Site walk 6 months after construction completion to review the construction prior to 1 year warranty expiration. Will issue a field report for any required contractor work items.
- 11 Month Warranty: Not included. By UTA only

TASK 5: AS-BUILT DRAWINGS

As-Built drawings will be provided via change order (time and materials) if the Stantec team's budgets for Tasks 3 & 4 have been consumed as part of the construction administration efforts. Stantec will provide a proposal to UTA for this effort. If budget still remains within Tasks 3 & 4 budgets, but is not enough to cover Task 5, the difference will be submitted to UTA for approval.





UTA Depot District Technology Center
35th Trade Park

Proposal Date: 7/19/2018
Revised 9/12/2018

SCOPE OF SERVICES					TASKS								TOTAL			
Bus Administration, Maintenance, & Operations Facility					12 Weeks		14 Weeks		156 Weeks		52 Weeks		254 Weeks			
Personnel	Name	To Be updated annually	To Be updated annually	Profit % (Mixed)	6/15/18 - 11/30/18		11/13/18 - 02/15/19		1/27/19 - 12/31/21		1/2/21 - 1/2/22		TOTAL			
					Task 1: Review Drawings & Specs	Task 2: Permitting	Task 3: Construction Administration	Task 4: Post Construction	1170	Days						
Classification		Direct Labor Rate	Overhead (P&H)	Profit % (Mixed)	Profit Margin (Calculated)	Bid Rate (DL+O&P+PM)										
Stantec Architecture Inc					166.2%											
Principal	Hobby	\$54.90	\$101.91	10.00%	\$17.25	\$165.77	75	\$13,693	18	\$2,058	260	\$37,953	20	\$4,554	315	\$58,208
Lead Architect	Newman	\$45.00	\$74.61	10.00%	\$11.50	\$131.59	185	\$25,262	0	\$0	0	\$0	60	\$10,530	272	\$32,792
QA/QC Principal	Nicla	\$65.63	\$106.81	10.00%	\$17.44	\$161.88	4	\$1,525	0	\$0	0	\$0	0	\$0	4	\$1,525
QA/QC	TBD	\$43.71	\$72.47	10.00%	\$11.62	\$122.80	65	\$10,224	0	\$0	0	\$0	0	\$0	65	\$10,224
Bill Manager	Roth	\$42.05	\$69.72	10.00%	\$11.10	\$122.96	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Architectural Designer II	TBD	\$50.00	\$82.90	10.00%	\$13.20	\$146.10	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Architectural Designer II	TBD	\$34.00	\$63.00	10.00%	\$10.10	\$111.10	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Senior Architect	TBD	\$45.00	\$74.61	10.00%	\$11.50	\$131.57	480	\$63,154	112	\$14,798	247	\$328,401	312	\$41,000	3,400	\$447,341
Architect II	TBD	\$47.00	\$76.64	10.00%	\$11.16	\$122.80	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Architect II	TBD	\$38.00	\$63.00	10.00%	\$10.10	\$111.10	480	\$53,330	0	\$0	0	\$0	0	\$0	480	\$53,330
Intern Architect II	TBD	\$32.00	\$53.06	10.00%	\$6.51	\$93.56	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Intern Architect II	TBD	\$27.00	\$44.77	10.00%	\$7.18	\$78.94	480	\$37,802	0	\$0	0	\$0	180	\$12,113	630	\$50,207
Interior Design Lead	TBD	\$47.00	\$77.85	10.00%	\$12.49	\$137.42	48	\$6,598	0	\$0	0	\$0	24	\$5,268	72	\$8,866
Interior Designer II	TBD	\$28.00	\$46.42	10.00%	\$7.44	\$51.87	144	\$11,100	12	\$662	0	\$0	24	\$5,268	200	\$13,330
Lighting Designer	Fitzgerald	\$49.92	\$73.54	10.00%	\$12.13	\$133.58	48	\$6,402	0	\$0	0	\$0	24	\$5,268	72	\$8,670
Intern Lighting Designer	TBD	\$25.00	\$41.45	10.00%	\$5.65	\$73.10	96	\$7,071	12	\$671	0	\$0	24	\$5,268	108	\$17,804
Specifications Writer	TBD	\$50.00	\$82.90	10.00%	\$13.20	\$146.10	0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	
Admin III	TBD	\$37.00	\$61.35	10.00%	\$9.63	\$108.16	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Admin II	TBD	\$32.00	\$53.06	10.00%	\$8.51	\$93.56	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Admin I	TBD	\$27.00	\$44.77	10.00%	\$7.18	\$78.94	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
LABOR TOTAL							2,175	\$274,813	120	\$19,532	1,020	\$184,079	400	\$74,943	5,714	\$718,640
Estimated Reimbursable Travel Expenses																
	Airfare	Hotel (per night)	Message (per mile)	Total Miles	Meals (per day)		QTY		QTY		QTY		QTY			
Airfare Total	\$400.00						6	\$2,400	4	\$1,600	47	\$25,200	8	\$3,200	81	\$32,400
Hotel Total		\$160.00					5	\$1,614	4	\$676	127	\$21,120	18	\$2,704	151	\$25,114
Message Total			\$0.55	50.00			5	\$585	4	\$110	43	\$1,735	8	\$720	61	\$2,220
Meals Total					\$51.00		12	\$768	8	\$472	0	\$0	0	\$0	0	\$0
Parking							12	\$74.00	8	\$592	0	\$0	0	\$0	0	\$0
Rental Car							12	\$600	8	\$600	123	\$9,375	18	\$1,300	161	\$12,875
Estimated Reimbursable Printing Costs																
Small Format Printing	\$0.10						3000	\$300	100	\$50	1000	\$100	1000	\$100	6499	\$649.90
Large Format Printing (B&W)	\$12.00						400	\$4,800	100	\$1,200	200	\$2,400	100	\$1,200	899	\$8,988.00
Large Format Printing (color)	\$40.00						100	\$4,000	20	\$800	20	\$800	70	\$2,800	169	\$6,720.00
Estimated Expenses Total								\$14,814		\$1,870		\$14,814		\$1,870		\$17,654
STARTER TOTAL, WITH REIMBURSABLE EXPENSES																
								\$251,448		\$25,732		\$452,049		\$85,697		\$614,917
CRSA					179.2%											
Senior Principal	Roberts	\$60.50	\$119.23	10.00%	\$18.47	\$205.20	0	\$0	0	\$1,110	0	\$0	0	\$0	0	\$1,110
Principal Planner - Landscape Architect	Gilman	\$58.33	\$83.01	10.00%	\$14.81	\$164.03	24	\$3,327	45	\$8,361	24	\$3,281	4	\$1,312	97	\$15,000
Architect	TBD	\$44.45	\$73.70	10.00%	\$11.81	\$126.90	40	\$5,796	85	\$10,307	167	\$24,393	18	\$2,076	2,000	\$20,960
Project Manager - Historic Building Renov	Cornell	\$43.20	\$71.63	10.00%	\$11.48	\$128.31	60	\$10,105	0	\$0	140	\$20,594	37	\$4,642	312	\$39,403
Job Captain - Exec	Lvanowski	\$31.50	\$51.49	10.00%	\$8.24	\$96.84	100	\$9,264	0	\$0	33	\$2,175	120	\$16,872	294	\$29,741
Intern Architect	Carman	\$23.10	\$38.30	10.00%	\$6.14	\$67.54	100	\$6,154	0	\$0	24	\$2,702	240	\$18,210	404	\$27,266
City Planning Support	Fryer	\$28.70	\$47.29	10.00%	\$7.50	\$83.33	0	\$0	40	\$3,333	0	\$0	0	\$0	40	\$3,333
Landscape Architect support	Black-Gilman	\$34.80	\$57.66	10.00%	\$9.25	\$102.24	24	\$2,448	48	\$4,608	100	\$10,200	40	\$4,000	204	\$20,916
LABOR TOTAL							309	\$17,817	372	\$10,971	2,200	\$28,671	408	\$18,081	2,959	\$39,509
Estimated Reimbursable Travel Expenses																
	Airfare	Hotel (per night)	Message (per mile)	Total Miles	Meals (per day)		QTY		QTY		QTY		QTY			
Airfare Total	\$0.00						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Hotel Total		\$0.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Message Total			\$0.00	0.00			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Meals Total				\$0.00			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Estimated Reimbursable Printing Costs																
Small Format Printing	\$0.10						1000	\$100	200	\$20	1000	\$100	1000	\$100	3,299	\$329.90
Large Format Printing (B&W)	\$12.00						100	\$1,200	50	\$600	100	\$1,200	100	\$1,200	359	\$4,296.00
Large Format Printing (color)	\$40.00						20	\$800	0	\$0	0	\$0	0	\$0	48	\$1,680.00
Estimated Expenses Total								\$1,100		\$720		\$1,100		\$720		\$1,540

CRSA TOTAL WITH REIMBURSABLE EXPENSES \$39,607 \$37,591 \$282,081 \$40,701 \$399,080

Jacobs		114.22%														
Project Manager	Yorgason	\$58,471	\$107,391	18.00%	\$18,500	\$258,342	4	\$1,344	1	\$3,520	\$4,170	0	\$1,880	37	\$8,140	
Project Engineer	Taylor	\$58,000	\$64,250	10.00%	\$13,010	\$192,115	45	\$5,947	1	\$5,318	\$20	40	\$5,284	405	\$64,002	
Project Engineer	Quin	\$61,000	\$56,871	10.00%	\$13,071	\$143,194	16	\$2,508	20	\$2,875	40	\$5,750	0	70	\$10,522	
Designer	Crain	\$50,750	\$38,110	10.00%	\$8,500	\$121,517	8	\$800	30	\$1,850	0	\$0	0	28	\$2,000	
Project Engineer (CAD)	Adams	\$43,811	\$55,848	10.00%	\$10,071	\$117,317	8	\$839	30	\$3,521	0	\$0	0	38	\$4,400	
QA/QC	Mcconnald	\$47,141	\$53,844	10.00%	\$10,100	\$111,031	4	\$464	30	\$3,333	40	\$4,443	10	\$1,511	84	\$2,313
Quality	Barney	\$100,725	\$115,041	10.00%	\$21,300	\$237,341	23	\$5,896	4	\$342	0	\$0	0	30	\$1,643	
Quality		\$0.00	\$0.00	10.00%	\$0.00	\$0.00	0	\$0	0	\$0	0	\$0	0	0	\$0	
LABOR TOTAL							111	\$17,117	144	\$19,358	140	\$63,543	50	\$9,877	778	\$188,632
Estimated Reimbursable Travel Expenses																
Airfare Total	Airfare	\$400.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Hotel Total	Hotel (per night)	\$169.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Mileage Total	Mileage (per mile)	\$0.55	100.00				1	\$0.70	0	\$0	0	\$0	18	\$9.00	32	\$1,768.00
Meals Total	Meals (per day)	\$58.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Estimated Reimbursable Printing Costs																
Small Format Printing		\$0.10					100	\$10	100	\$10	100	\$10	100	\$10	400	\$40.00
Large Format Printing (B&W)		\$12.00					20	\$240	20	\$240	20	\$240	20	\$240	80	\$960.00
Large Format Printing (color)		\$40.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Estimated Expenses Total:								\$1,098		\$1,098		\$1,098		\$1,098		\$724
JACOBS TOTAL WITH REIMBURSABLE EXPENSES								\$18,160		\$18,500		\$62,193		\$9,917		\$100,302

Reaveley Engineers		188%														
Principal Engineer	Quabner	\$51,000	\$66,350	10.00%	\$13,740	\$151,000	52	\$2,937	0	\$9,000	200	\$30,210	10	\$2,477	328	\$80,857
Senior Engineer	Maruyama	\$40,200	\$46,231	10.00%	\$10,000	\$110,360	0	\$0	0	\$9,500	100	\$17,618	16	\$1,918	596	\$83,316
Project Engineer	Chapovich	\$33,444	\$36,832	10.00%	\$9,071	\$99,071	0	\$0	40	\$5,940	100	\$9,300	0	\$0	160	\$15,611
Engineer	Manning	\$31,500	\$37,481	10.00%	\$8,300	\$91,841	0	\$0	40	\$3,674	112	\$3,653	0	\$0	352	\$32,527
BIM/CADD Manager	Cashe	\$43,830	\$73,871	10.00%	\$11,750	\$129,750	64	\$8,272	0	\$0	0	\$0	0	\$0	44	\$8,272
Senior BIM/CADD Assoc.	Barton	\$34,000	\$37,571	10.00%	\$9,100	\$100,731	64	\$8,448	0	\$8,098	104	\$10,475	80	\$8,000	328	\$13,038
Senior BIM/CADD Assoc.		\$0.00	\$0.00	10.00%	\$0.00	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
LABOR TOTAL							112	\$12,717	120	\$19,518	131	\$18,311	110	\$12,311	1,012	\$228,518
Estimated Reimbursable Travel Expenses																
Airfare Total	Airfare	\$400.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Hotel Total	Hotel (per night)	\$169.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Mileage Total	Mileage (per mile)	\$0.55	100.00				1	\$0.70	0	\$0	0	\$0	0	\$0	0	\$0.00
Meals Total	Meals (per day)	\$58.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Estimated Reimbursable Printing Costs																
Small Format Printing		\$0.10					100	\$10	100	\$10	100	\$10	100	\$10	1,000	\$100.00
Large Format Printing (B&W)		\$12.00					100	\$1,200	100	\$1,200	100	\$1,200	100	\$1,200	340	\$4,080.00
Large Format Printing (color)		\$40.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Estimated Expenses Total:								\$1,210		\$1,210		\$1,210		\$1,210		\$4,180
REAVELEY TOTAL WITH REIMBURSABLE EXPENSES								\$23,927		\$20,780		\$162,119		\$13,625		\$226,360

HDR/MDG		188%														
Sr. Facility Design Manager	Brook	\$84,730	\$130,800	10.00%	\$25,400	\$246,500	40	\$11,144	0	\$1,200	100	\$24,000	20	\$2,400	170	\$41,844
Facility Designer	Krajgel	\$36,777	\$65,817	10.00%	\$10,277	\$113,017	30	\$3,958	0	\$0	0	\$0	0	\$0	130	\$14,887
Facility Designer	Timontson	\$38,777	\$62,817	10.00%	\$10,277	\$113,017	30	\$3,958	0	\$0	0	\$0	0	\$0	130	\$14,887
Project Assistant	Carle	\$22,540	\$37,520	10.00%	\$6,000	\$66,880	40	\$2,678	0	\$0	0	\$0	0	\$0	40	\$2,678
Sr. MEP Designer	Blumhagen	\$65,110	\$107,511	10.00%	\$17,277	\$189,888	30	\$5,666	0	\$990	10	\$1,980	10	\$1,980	115	\$21,843
MEP Designer	Knoebel	\$38,777	\$62,817	10.00%	\$10,277	\$113,017	40	\$4,944	0	\$0	10	\$1,980	0	\$0	110	\$12,432
Sr. Facility Designer	Brink	\$43,490	\$77,310	10.00%	\$11,520	\$126,770	40	\$5,768	0	\$0	0	\$0	0	\$0	40	\$5,768
LABOR TOTAL							270	\$17,814	10	\$2,190	400	\$8,660	40	\$4,360	745	\$154,811
Estimated Reimbursable Travel Expenses																
Airfare Total	Airfare	\$400.00					0	\$1,200	0	\$0	12	\$4,800	2	\$800	17	\$6,800.00
Hotel Total	Hotel (per night)	\$169.00					0	\$1,014	0	\$0	12	\$2,028	2	\$336	20	\$3,384.00
Mileage Total	Mileage (per mile)	\$0.55	100.00				1	\$1.05	0	\$0	12	\$6.60	2	\$1.10	17	\$9.36.00
Meals Total	Meals (per day)	\$58.00					0	\$0	0	\$0	12	\$7.20	0	\$0	20	\$1,320.00
Parking		\$24.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Rental Car		\$75.00					0	\$0	0	\$0	12	\$900	0	\$150	24	\$1,950.00
Estimated Reimbursable Printing Costs																
Small Format Printing		\$0.10					200	\$20	200	\$20	200	\$20	200	\$20	800	\$80.00
Large Format Printing (B&W)		\$12.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Large Format Printing (color)		\$40.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00
Estimated Expenses Total:								\$1,214		\$1,214		\$8,610		\$1,136		\$12,760
HDR/MDG TOTAL WITH REIMBURSABLE EXPENSES								\$19,028		\$19,594		\$170,729		\$14,796		\$194,147

HDR/MDG TOTAL WITH REIMBURSABLE EXPENSES 140,864 \$2,185 \$75,500 \$9,519 \$128,176

Colvin Engineering		184.6%															
Principal	Stephen Connor	165.83	\$108,811	10.00%	\$17,441	\$161,890	31	\$1,652	31	\$354	40	\$7,670	0	\$0	50	\$0	\$6,594
Senior Project Manager	Jarrett Casstick	150.00	\$82,500	10.00%	\$13,200	\$148,100	60	\$8,771	40	\$5,848	334	\$27,540	16	\$2,330	510	\$7,420	\$74,480
Senior Engineer	Ali Thamer	238.75	\$64,250	10.00%	\$10,300	\$173,300	48	\$5,838	16	\$1,813	160	\$18,136	0	\$0	224	\$25,370	\$25,370
Engineer	Tyler Rollins	151.25	\$51,875	10.00%	\$8,311	\$91,375	48	\$4,380	16	\$1,481	160	\$14,610	0	\$0	224	\$26,497	\$26,497
Principal	Prager Hamlet	157.13	\$84,732	10.00%	\$15,160	\$167,940	8	\$1,330	0	\$0	0	\$0	0	\$0	0	\$0	\$1,330
Senior Project Manager	Jim Burrows	153.44	\$84,800	10.00%	\$14,200	\$158,350	48	\$7,500	0	\$0	0	\$0	0	\$0	0	\$0	\$7,500
Senior Engineer	Mike Nelson	140.31	\$66,832	10.00%	\$10,711	\$117,860	48	\$5,667	0	\$0	0	\$0	0	\$0	0	\$0	\$5,667
Bill Modeler	General	\$30.00	\$48,740	10.00%	\$7,807	\$67,710	20	\$1,754	0	\$0	120	\$10,320	24	\$2,100	164	\$14,380	\$14,380
Intern	General	\$20.00	\$33,160	10.00%	\$5,330	\$58,480	20	\$1,170	0	\$0	80	\$4,670	0	\$0	100	\$6,840	\$6,840
Secretarial	General	\$23.35	\$38,710	10.00%	\$6,211	\$68,270	0	\$0	2	\$137	40	\$2,731	2	\$137	44	\$3,354	\$3,354
LABOR TOTAL							203	\$17,742	70	\$8,443	903.6	\$115,657	42	\$4,841	1,440	\$161,641	\$161,641
Estimated Reimbursable Travel Expenses																	
Airfare Total	Airfare	\$400.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$400.00
Hotel Total	Hotel (per night)	\$169.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$169.00
Message Total	Message (per mile)	\$0.55	100.00				0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.55
Meals Total	Meals (per day)	\$59.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$59.00
Estimated Reimbursable Printing Costs																	
Small Format Printing		\$0.10					500	\$50	100	\$10	500	\$50	500	\$50	1,600	\$160.00	\$160.00
Large Format Printing (B&W)		\$12.00					100	\$1,200	20	\$240	100	\$1,200	100	\$1,200	320	\$3,840.00	\$3,840.00
Large Format Printing (color)		\$40.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00	\$0.00
Estimated Expenses Total:								\$1,559		\$285	\$1,549		\$1,549		\$1,549	\$1,549	
COLVIN TOTAL WITH REIMBURSABLE EXPENSES								\$18,298		\$9,428	\$117,147		\$4,831		\$171,481	\$171,481	

Spectrum Engineers		116%															
Principal/Project Manager	Wetmann	\$115.58	\$191,300	10.00%	\$30,871	\$322,171	40	\$11,454	20	\$675	30	\$18,667	4	\$1,549	90	\$32,385	\$32,385
Principal Technology Designer	Neuman	\$115.58	\$191,300	10.00%	\$30,871	\$322,171	24	\$8,096	2	\$675	11	\$10,780	2	\$675	60	\$20,341	\$20,341
Principal Lighting Designer	Good	\$48.15	\$76,530	10.00%	\$12,271	\$134,801	12	\$1,619	2	\$270	14	\$1,610	2	\$270	28	\$378	\$378
Electrical Project Manager	JPM	\$73.65	\$122,110	10.00%	\$19,580	\$215,340	160	\$34,454	30	\$6,460	540	\$13,210	24	\$5,160	504	\$119,207	\$119,207
AV Project Designer	AWA	\$88.67	\$147,610	10.00%	\$23,571	\$259,181	60	\$15,555	4	\$1,256	50	\$23,330	12	\$3,110	168	\$43,585	\$43,585
Lighting Project Designer	CEY	\$24.90	\$44,850	10.00%	\$7,150	\$78,850	60	\$4,292	3	\$620	10	\$5,000	12	\$344	170	\$13,371	\$13,371
Security Project Designer	MAR	\$89.21	\$114,760	10.00%	\$18,400	\$202,410	31	\$6,477	4	\$410	10	\$10,191	11	\$1,420	60	\$19,837	\$19,837
Fire Alarm Project Designer	ZSD	\$64.29	\$105,590	10.00%	\$17,590	\$187,910	16	\$3,058	4	\$762	44	\$9,020	6	\$1,504	78	\$14,286	\$14,286
RF Project Designer	JKA	\$50.02	\$82,930	10.00%	\$13,300	\$148,950	37	\$4,680	4	\$566	60	\$8,770	13	\$1,765	108	\$15,762	\$15,762
Accounting Project Designer	SKR	\$52.40	\$86,640	10.00%	\$13,930	\$153,210	12	\$1,838	2	\$306	32	\$4,903	4	\$613	90	\$1,860	\$1,860
Bill Manager	DBS	\$33.00	\$54,710	10.00%	\$8,771	\$98,490	60	\$5,789	4	\$360	10	\$660	12	\$1,584	60	\$8,268	\$8,268
Bill Modeler	MED	\$27.25	\$45,180	10.00%	\$7,240	\$79,870	120	\$6,981	30	\$1,590	60	\$4,374	18	\$1,210	230	\$18,800	\$18,800
Bill Draftman	OSM	\$21.50	\$35,850	10.00%	\$5,710	\$62,860	180	\$11,310	30	\$1,251	60	\$5,020	18	\$1,008	230	\$18,607	\$18,607
Clonal	DBS	\$13.50	\$22,380	10.00%	\$3,510	\$39,470	8	\$1,015	0	\$10	60	\$3,150	4	\$150	94	\$3,110	\$3,110
LABOR TOTAL							336	\$423,493	110	\$18,233	1,374	\$173,681	140	\$17,474	2,120	\$139,433	\$139,433
Estimated Reimbursable Travel Expenses																	
Airfare Total	Airfare	\$0.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00	\$0.00
Hotel Total	Hotel (per night)	\$0.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00	\$0.00
Message Total	Message (per mile)	\$0.55	100.00				0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.55	\$0.55
Meals Total	Meals (per day)	\$4.50					0	\$0	0	\$0	0	\$0	0	\$0	0	\$4.50	\$4.50
Estimated Reimbursable Printing Costs																	
Small Format Printing		\$0.10					200	\$20	20	\$2	100	\$10	50	\$5	490	\$49.00	\$49.00
Large Format Printing (B&W)		\$12.00					200	\$2,400	100	\$1,200	50	\$600	100	\$1,200	400	\$4,800.00	\$4,800.00
Large Format Printing (color)		\$40.00					0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00	\$0.00
Estimated Expenses Total:								\$2,420		\$4,000	\$6,420		\$6,420		\$6,420	\$6,420	
SPECTRUM TOTAL WITH REIMBURSABLE EXPENSES								\$124,913		\$17,233	\$182,101		\$23,894		\$146,020	\$146,020	

Fuel Solutions, Inc.																	
Project Manager	Guthrie, R.	\$71.90				\$172,680	20	\$3,454	4	\$891	20	\$3,454	4	\$681	48	\$8,280	\$8,280
Sr Project Engineer	Fairhead, J.	\$73.17				\$178,110	12	\$1,817	0	\$1,081	16	\$2,180	4	\$545	48	\$1,854	\$1,854
Assoc. Project Mgr.	Guthrie, B.	\$66.13				\$172,800	4	\$661	0	\$661	0	\$1,321	0	\$0	16	\$2,642	\$2,642
Design Specialist	Kuchta, R.	\$13.00				\$48,400	20	\$1,760	0	\$684	12	\$1,200	12	\$1,020	32	\$4,440	\$4,440
Administrative	Hirsch, J.	\$44.00				\$48,400	2	\$96	0	\$64	4	\$192	0	\$0	8	\$370	\$370
LABOR TOTAL							56	\$7,591	24	\$3,646	60	\$10,258	20	\$2,257	132	\$21,174	\$21,174
Estimated Reimbursable Travel Expenses																	
Airfare Total	Airfare	\$375.00					0	\$375	0	\$0	0	\$1,125	0	\$375	0	\$1,170	\$1,170

Hotel Total		\$169.00				1	\$169	0	\$0	3	\$507	1	\$169	8	\$845
Message Total			\$0.55	75.00		1	\$41	0	\$0	3	\$124	1	\$41	6	\$206
Media Total				\$58.00		1	\$58	0	\$0	3	\$177	1	\$58	6	\$295
Printing					\$24.00	1	\$24	0	\$0	3	\$72	1	\$24	6	\$120
Rental Car					\$75.00	1	\$75	0	\$0	3	\$225	1	\$75	6	\$375
Estimated Reimbursable Printing Costs															
Small Format Printing - assumed all by RI		\$0.10				100	\$10	100	\$10	500	\$20	100	\$10	500	\$50
Large Format Printing (B&W)		\$12.00				20	\$240	20	\$240	25	\$246	20	\$240	80	\$960
Large Format Printing (color)		\$40.00				0	\$0	0	\$0	1	\$0	0	\$0	0	\$0
Estimated Expenses (Total)							\$330		\$330		\$2,499		\$330		\$2,829
FULL SOLUTIONS TOTAL WITH REIMBURSABLE EXPENSES							\$9,561		\$2,338		110,638		\$3,220		\$26,965

	Task 1:	Task 2:	Task 3:	Task 4:	TOTAL:					
TOTAL TEAM LABOR & HOURS PER TASK	4259	5519,345	1166	1142,148	9340	\$1,248,229	1489	\$170,429	16254	\$2,080,151
TOTAL STANTEC LABOR WITH ESTIMATED EXPENSES		5548,288		\$150,913		\$1,332,088		\$190,769		\$2,220,939

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF THE CONTRACT AMENDMENT
WITH STADLER US, INC. FOR THE EXTENSION OF LEASE AGREEMENT**

R2018-11-06

November 28, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Authority previously entered into a Lease Agreement with Stadler US, Inc. for the lease of a portion of the Authority's Warm Springs Facility, located at approximately 900 North 500 West, Salt Lake City, Utah; and

WHEREAS, the Authority wishes to amend the Lease Agreement to extend its term through January 31, 2019; and

WHEREAS, the amendment to the Lease Agreement, attached hereto as Exhibit A, has a value of \$67,760 and has been reviewed and recommended for approval by staff; and

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

1. That the Board hereby approves the contract amendment with Stadler US, Inc. to extend the Lease Agreement as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract amendment with Stadler US, Inc.
4. That the corporate seal be attached hereto.

Approved and adopted this 28th day of November 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of November, 2018.

Carlton Christensen, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 11/28/2018

Action Requested: Motion to approve the contract

Criteria: New total contract value is \$200,000 - \$999,999, and Change-order is > 15%

Contract #: 15-1497TP

Contract Title: Stadler Lease Extension

Project Manager: Paul Drake

Contract Administrator: Teresa Pickett

Impacted Areas: Heavy Rail facility

Included in budget? Yes

Procurement method: Revenue Contract

Contractor: Stadler

Sole-Source Reason: N/A

Total Contract Value \$ 643,720
Qty & Unit price

Contract term (Months) 8

Contract options (Months) Monthly

Contract start date: 6/1/2018

Contract end date: 1/31/2019

Number of responding firms: N/A

\$ Value of Next Lowest Bidder N/A

Detailed Description & Purpose:

The Stadler 8 month extension period for the lease space at Warm Springs. FTA approval was received.

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

Attachments: Contract routing sheet attached?

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date: 28-Nov

CONTRACT SECTION

- 1) Contract/P.O. No. 15-1497TP (Assigned by Purchasing) Contract Administrator: Teresa Pickett
 Project Manager: Paul Drake
- 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: Lease Revenue
- 4) Contract Title Stadler Lease Extension
- 5) Description / Purpose (of contract or project) 8 month lease extension
- 6) Contractor Name Stadler
- 7) Effective Dates Beginning: 06/01/18 Ending: 01/31/19
- 8) Option to renew? Yes No Renewal terms

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- | | |
|---|------------|
| 9a) Current Contract Value: | \$ 508,200 |
| 9b) Amendment Amount: | \$ 135,520 |
| 9d) New Contract Value (including all amendments) | \$ 643,720 |
- 9e) Is the amount an estimate? Yes No

(Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? Original Contract Jan.2016-May 2018 at approx. \$16,940/month. Lease rate for June -Jan. @ \$16,940 /month = \$135,520

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code Capital Project Code
- 12) Budgeted? Yes No Budget amount:
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	BWS	Bart Simmons
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BMS	Bryan Steele
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	 	Print Name
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PD	Paul Drake
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BC	Bruce Cardon
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	EC	Eddy Cumins
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	 	Steve Meyer
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	 	Approval Date

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

AMENDMENT # 4 TO LEASE AGREEMENT

This Amendment #4 to Lease Agreement ("Amendment #4") is hereby made and entered into effective as of the 16th day of November, 2018 by and between Utah Transit Authority, a public transit district organized pursuant to the laws of the State of Utah (hereafter "Landlord" or "UTA") as lessor and Stadler US, Inc., a Delaware corporation (hereafter "Tenant") as lessee.

RECITALS

WHEREAS, On January 18, 2016, Tenant and UTA entered into a Lease Agreement (hereafter "Lease") for a portion of UTA's Warm Springs Facility, located at approximately 900 North 500 West, Salt Lake City, Utah;

WHEREAS, On October 15, 2016, Tenant and UTA entered into Amendment #1 to the Lease Agreement (hereafter "Amendment #1") for additional space and clarification on parking;

WHEREAS, On May 1, 2017, Tenant and UTA entered into Amendment #2 to the Lease Agreement (hereafter "Amendment #2") for additional space and parking;

WHEREAS, On September 7, 2017, Tenant and UTA amended the Lease to include additional space on track 5 and the intermittent use of track 8 for the storage of Tenant's completed trains and deliveries;

WHEREAS, Tenant expects to be unable to vacate the premises prior to the expiration of the Lease Period as defined in the Lease; and

WHEREAS, Tenant desires to extend the Lease Period for an additional eight (8) months, through January 31, 2019, and account for the potential that Tenant is unable to entirely vacate the premises during its transition into its own facility.

AGREEMENT

NOW, THEREFORE, in consideration of the Leased Premises and the terms and conditions described herein, Tenant and UTA do hereby amend the Lease as follows:

1. Paragraph 2 is amended as follows:

LEASE PERIOD. The term of this Lease shall commence on the date of execution and, unless sooner terminated as provided elsewhere in this Lease, shall expire on the January 31, 2019 (hereafter "Initial Term"). Thereafter, unless either party provides a thirty (30) days written notice of termination to the other, the Lease shall continue on a month-to-month basis thereafter, on the terms and conditions described in this Lease, until ninety thirty (30) following the delivery of written notice of intent to terminate the Lease of one Party to the other.

2. Paragraph 3 is amended as follows:

RENT; ADDITIONAL RENT. The Total Monthly Rent for the Leased Premises shall be paid monthly as set forth on the Rent Schedule (which, as amended by Amendment #1 and Amendment #2, shall remain at \$16,940/month until January 31, 2019). The Total Monthly Rate shall not include any Additional Rent, including track charges payable at daily or weekly rates as set forth in this Lease (as amended). Rent shall be payable in advance and without notice being required, on the first day of each month. Rental payments shall be made to Landlord at the office of Utah Transit Authority, Attn: Property Manager, 669 West 200 South, Salt Lake City, Utah 84101-0810. In the event Tenant shall fail to pay any amount of said Rent and/or Additional Rent (as defined below in this paragraph 3) within three (3) days of the due date, a late charge equal to five percent (5%) of the total delinquent amount shall be added to said Rent and paid to the Landlord together therewith. Additionally, any unpaid amounts due to Landlord under this Lease shall bear interest at the rate of eighteen percent (18%) per annum. All sums payable for any reason pursuant to this Lease shall constitute Additional Rent, and shall be collectable as and when the same become due and payable within three (3) days of written notice from Tenant. In the event that the Parties agree to extend the Initial Term beyond January 31, 2019, or in the event that the Lease continues after the Initial Term on a month-to-month basis as provided in Paragraph 2, the Rent shall be at the rate of thirty-three thousand eight hundred and eight dollars (\$33,880.00) per month.

3. Prior to surrendering the Leased Premises, and notwithstanding anything to the contrary set forth in Paragraph 22 or Exhibit E, Tenant shall complete, or cause to be completed, the following improvement, repair and maintenance items:
- a. Tenant shall restore the demising wall on the first floor space that was removed.
 - b. Tenant shall restore all leased track by removing all asphalt.
 - c. Tenant shall remove the chain link fence and restore floor to original condition.
 - d. Tenant shall move the demising wall between track 7B and track 8B and restore the floor.
 - e. Tenant shall remove the receptionist area and restore to original condition.
 - f. Tenant shall remove the small glass office and restore to original condition.
 - g. Tenant shall resurface the epoxy flooring in the indoor leased space.
 - h. Tenant shall cut the concrete and re-pour to open the track on bay 5.
 - i. Tenant shall rewind the motor on the 35 ton crane.

These improvement, repair and maintenance items shall be performed at Tenant's sole cost and expense.

[Section Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #4 to be executed in duplicate as of the date first herein written.

**TENANT
STADLER US INC**

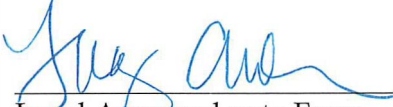
By: 

Martin Ritter, CEO

By: 

Ivo Scherrer, Treasurer

by Stadler US - Malgorzata Jastranska



Legal Approved as to Form

**LANDLORD
UTAH TRANSIT AUTHORITY**

By: 

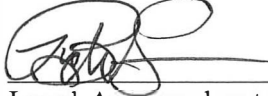
Robert K. Biles, VP of Finance

By: 

Paul Drake, Sr Mgr- Real Estate and TOD

By: 

Bruce Cardon, Commuter Rail General Mgr.



Legal Approved as to Form

By: _____
W. Steve Meyer, Interim Executive Director

EXHIBIT "A"
LEASE AGREEMENT AND AMENDMENTS

[Insert a copy of Lease Agreement and Amendments #1, 2, and 3]

COPY

UTA Contract No. 15-1497TP

LEASE AGREEMENT

Warm Springs Facility

THIS LEASE AGREEMENT ("Lease") is hereby made and entered into effective as of the 18 day of January, 2016, by and between Utah Transit Authority, a public transit district organized pursuant to the laws of the State of Utah (hereafter "Landlord" or "UTA") as lessor and Stadler US, Inc., a Delaware corporation (hereafter "Tenant") as lessee.

RECITALS

WHEREAS, Landlord is the owner of a rail vehicle maintenance facility and related yard, track space, and access thereto on a parcel of real property and improvements located at approximately 900 North 500 West, Salt Lake City, Utah 84116 and more particularly shown on Exhibit "A" hereto (hereafter the "Warm Springs Facility"); and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a designated portion of the Warm Springs Facility more fully identified herein below, according to the terms and conditions of this Lease (the "Leased Premises"); and

WHEREAS, a portion of the funding utilized in the Warm Springs Facility was provided through a Federal grant, with ongoing requirements for UTA to retain continuing control of the property; and

WHEREAS, Landlord continues to need the property for transit projects and transit use, but has determined that leasing a portion of the Warm Springs Facility to the Tenant will not compromise the conduct of those transit uses, and will not interfere with UTA's continuing control of the UTA property; and

WHEREAS, Landlord has obtained the concurrence of the Federal Transit Administration to Lease the Leased Premises, subject to Landlord retaining continuing control of the Warm Springs Facility.

AGREEMENT

NOW, THEREFORE, in consideration of the respective undertakings of the parties it is hereby agreed as follows:

1. LEASED PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Leased Premises, as depicted on Exhibit "B" hereto. Landlord and Tenant agree to work together to schedule access to 5C and 8C to be able to access other portions of the Leased Premises as shown in Exhibit "B". Tenant acknowledges that a portion of

the Leased Premises, specifically, the first floor/ground level space, has flooded within the last year, resulting at least in part from the City storm drain systems, and further acknowledges that further flooding may be possible in the event of weather events. Tenant accepts the Leased Premises with full knowledge of the possibility of future water events, and can insure against losses that may be caused by such future events, at Tenant's sole discretion. Landlord shall not be liable or responsible for any water events or any damages caused thereby; Tenant accepts the Leased Premises "as is". Notwithstanding the foregoing, Tenant shall not be liable for any pre-existing or future water damage caused to the Leased Premises by any such flooding.

2. LEASE PERIOD. The term of this Lease shall commence on the date of execution according to the timetable set forth on the Schedule of Occupancy and Payments, attached hereto as Exhibit "C" (hereafter the "Rent Schedule"), and, unless sooner terminated as provided elsewhere in this Lease, shall expire on the 31st of May 2018 (hereafter "Initial Term"). Thereafter, unless either party provides ninety (90) days written notice of termination to the other, this Lease shall continue on a month-to-month basis thereafter, on the terms and conditions described in this Lease, until such time as either party delivers ninety (90) days written notice to the other of the former's intent to terminate the month-to-month tenancy, or unless and until Landlord and Tenant negotiate an extended or additional term or a new written lease. Notwithstanding the foregoing, in the event Tenant desires to extend the Initial Term for an additional six (6) month period, then on or before February 15, 2018, Tenant shall submit a written request to Landlord for such additional six-month extension. Not less than ten (10) days after receipt of such written request, Landlord will notify Tenant, in writing, if the additional six-month term is approved. If so approved, then this Lease shall remain in effect, on the same terms and conditions as set forth herein, until November 30, 2018 (the "Extended Term"). At or prior to expiration of the Extended Term (if any), this Lease shall be terminated and Tenant shall vacate the Leased Premises as set forth in Paragraph 22.
3. RENT; ADDITIONAL RENT. The Rent for the Leased Premises shall be paid monthly as set forth on the Rent Schedule. Rent shall be payable in advance and without notice being required, on the first day of each month. Rental payments shall be made to Landlord at the office of Utah Transit Authority, Attn: Property Manager, 669 West 200 South, Salt Lake City, Utah 84101-0810. In the event Tenant shall fail to pay any amount of said Rent and/or Additional Rent (as defined below in this paragraph 3) within 3 days of the due date, a late charge equal to five percent (5%) of the total delinquent amount shall be added to said Rent and paid to the Landlord together therewith. Additionally, any unpaid amounts due to Landlord under this Lease shall bear interest at the rate of eighteen percent (18%) per annum. After the Initial Term, unless the parties shall negotiate a new Lease Agreement for the Leased Premises, the Rent shall increase to an amount equal to one hundred ten percent (110%) of the Initial Rent. All sums payable for any reason pursuant to this Lease shall constitute Additional Rent, and shall be collectable as and when the same become due and payable within three (3) days of written notice from Tenant. If Tenant requests and Landlord approves the Extended Term, the rental amount shall remain the same as that of the last month of the Initial Term.

4. SECURITY & KEY DEPOSIT. A refundable security deposit in the amount described on the Rent Schedule will be paid by Tenant, prior to taking possession of each section of the Leased Premises in accordance with the Rent Schedule. Such security deposits shall be returned by Landlord to Tenant within thirty (30) days of Tenant's vacating the Leased Premises, or the expiration of the Lease, whichever is later. Subject to specific requirements, Tenant may be assigned electronic access cards to the exterior entrance as well as physical keys to the Leased Premises and is responsible to maintain access cards and physical keys as further described in Exhibit "D".

5. IMPROVEMENT, REPAIRS AND MAINTENANCE. Tenant shall pay one hundred percent (100%) of the cost of repair or replacement for damages caused by Tenant's use of and negligence to the Leased Premises other than ordinary wear and tear (which ordinary wear and tear to capital improvements is included within the Rent for the Leased Premises).
 - a. Landlord and Tenant have agreed to improvements to the Leased Premises as shown in Exhibit "E" (attached hereto "Tenant Improvements"). Tenant Improvements will be done at Tenant's sole cost and expense. Other than the Tenant Improvements, Tenant shall not be allowed to make improvements to the Leased Premises without prior written approval from Landlord, which approval may be granted or withheld by Landlord in its reasonable discretion. Any request for approval of improvements to the Leased Premises shall be in writing, and shall include written plans, drawings or other information adequate, in Landlord's discretion, to fully describe the proposed improvement. Landlord shall have ten (10) business days from receipt of such plans to approve, deny, or request additional information regarding such proposed improvements, at Landlord's reasonable discretion. Tenant shall provide any such additional information sufficient to allow Landlord to determine whether such improvements are acceptable. Tenant warrants that all improvements or modifications made to the Leased Premises will be completed by a licensed contractor and installed in a good workmanlike manner, and in compliance with the proposed plans and drawings approved by Landlord. Tenant or Tenant's contractor will obtain all permits or licenses from the applicable governmental entity as are necessary to complete such improvements and will comply with all applicable codes and ordinances. Tenant understands that any and all improvements shall become the property of Landlord and remain with the property.
 - b. Tenant will install a demising wall between track 7B and 8B. This wall will be removed, at Tenant's sole cost and expense at the end of the Initial Term or the Extended Term, if any.
 - c. Tenant will be responsible for the general maintenance including periodic cleaning and restocking of the restrooms within the Leased Premises. Landlord will maintain parking and sidewalk areas, removing snow and ice at reasonable times and intervals as determined by Landlord. Tenant will pay a pro rata share of

the Common Area Operating Expenses, as defined and set forth in paragraph 15.

- d. Tenant shall be solely responsible for the day to day maintenance of the Leased Premises, including, but not limited to, such items as window breakage, lighting replacement, cleaning, and other routine maintenance and repair. In addition, Tenant will keep the Common Area in a clean and presentable fashion free from personal items, debris, and any other nuisances that would detract from the common shared use of this area. Tenant shall empty all interior garbage receptacles and deposit all garbage and trash into the dumpster.
6. SIGNAGE. Signage shall be allowed on the exterior of the Leased Premises. All signage shall be subject to Landlord approval, such approval given at Landlord's sole discretion, and any required approvals of Salt Lake City or other appropriate governing authority.
7. USE OF LEASED PREMISES. Tenant, its officers, officials, agents, contractors and employees shall use and occupy the Leased Premises solely for the purposes of maintaining and/or assembling rail vehicles and any related use, including office space. Tenant shall not permit any part of the Leased Premises to be used for any other purpose, or for any unlawful purposes. Tenant shall not permit any person to possess or bring an open container of alcoholic beverage, nor ingest any alcoholic beverage, on the Warm Springs Facility. Tenant is not permitted to smoke anywhere on the Warm Springs Facility. Tenant will post notices and undertake such other enforcement measures as shall be reasonable to ensure that Tenant's employees, invitees and others do not smoke on the Leased Premises or the Warm Springs Facility.
8. PARKING. Tenant shall have non-exclusive use of and access to fifty (50) unspecified parking stalls within the parking area shown and depicted on Exhibit "A", in common with others using the Warm Springs Facility. Vehicles shall not be left in the parking area for any period of time in excess of twenty-four (24) consecutive hours.
9. ACCEPTANCE OF LEASED PREMISES; NO REPRESENTATIONS. Neither Landlord nor Landlord's agents have made any representations or promises with respect to said Leased Premises, except as otherwise provided herein. Tenant acknowledges it has made all appropriate inquiry necessary to confirm that conduct of Tenant's business will be permitted and not prohibited by any City ordinance or other governmental action. Landlord is not aware of any condition in the Leased Premises that would make the premises unusable by Tenant. Additionally, Tenant accepts the Leased Premises in their "as is" condition and will not require Landlord to make any other repairs or renovations not specifically listed in this Lease. Tenant acknowledges that it has examined the Leased Premises and the Warm Springs Facility prior to the execution of this Lease, and is satisfied with the physical condition thereof. Further, Tenant acknowledges that no representation has been made by Landlord or Landlord's employees or agents as to the condition or repair of the Leased Premises.
10. SAFETY. The safety of personnel, employees, contractors, property, rail operations and the public is of paramount importance at the Warm Springs Facility. Tenant shall

conduct all activities on the Leased Premises and the Warm Springs Facility in a careful, safe and reasonable manner.

11. INDEMNIFICATION. Tenant shall indemnify, hold harmless and, not excluding Landlord's right to participate, defend Landlord and its officers, officials, agents, and employees from and against any and all liabilities, claims, actions, damages, losses, or expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Tenant or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Tenant's occupancy and use of the Warm Springs Facility. Provided, however, that Tenant's obligations under this paragraph shall not apply to Losses to the extent that such claims are (i) solely caused by the intentional gross negligence or willful misconduct of Landlord, or Landlord's officers, officials, agents and employees, or ii) except as described in, and subject to, the obligations and requirements of paragraph 30 below, attributable to any environmental condition that existed on the Leased Premises prior to the commencement of this Lease or were introduced to the Leased Premise by the Landlord. To the extent that Tenant complies with the requirements of paragraph 30 below, Landlord shall indemnify and hold harmless Tenant from environmental liability resulting from environmental conditions that existed on the Leased Premises prior to commencement of this Lease. It is the specific intention of the parties that Landlord shall, in all instances, be indemnified by Tenant from and against any and all claims arising out of or pursuant to this Lease as described in this indemnification provision. Tenant shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Leased Premises, Tenant agrees to waive all rights of subrogation against Landlord for losses arising from the use, occupancy or condition of the Leased Premises.

12. INSURANCE.

- a. Tenant shall, during the full term of this Lease and any extensions or additional terms of whatever length or duration, and during any such other time as Tenant occupies or accesses the Warm Springs Facility pursuant hereto, keep in force, at Tenant's expense, all insurance set forth and described in Exhibit "F", attached hereto and by this reference made a part hereof.
- b. Failure to maintain insurance as required shall entitle, but not require Landlord to terminate this Lease immediately.
- c. Tenant understands that Landlord is a governmental entity, and Landlord's liability is limited by statute under the provisions of the Utah Governmental Immunity Act. Subject to the terms of this Lease, Landlord does not waive its governmental immunity and/or its limited liability; and further specifically does

not waive any provisions of the Utah Governmental Immunity Act as to any third parties.

13. INSPECTION. Landlord shall continue to use the Warm Springs Facility as a rail maintenance facility, and shall have the right during the term of this Lease to enter upon, access, and inspect the Leased Premises and all the improvements thereon upon one (1) business day prior e-mail notice to Tenant.
14. UTILITIES. Tenant shall pay a pro rata share of the utilities used at the Warm Springs Facility, including charges for electricity, gas, water, sewer, storm water and any other utilities for the Warm Springs Facility (but not to include telephone or internet services). Tenant's pro rata percentage is set forth in the Rent Schedule. If Tenant requires additional utilities or services not currently available to it at the Warm Springs Facility, Tenant shall notify Landlord, in writing, of the requested service, providing reasonable detail and plans for the service. Landlord shall review the request and, if reasonable in Landlord's discretion, allow Tenant to add such utility service. Any such added service, including costs of connection and periodic service or use fees and costs, shall be at Tenant's sole cost and expense
15. COMMON AREA OPERATING EXPENSES. Tenant agrees to pay a percentage of all Common Area Operating Expenses, in addition to the Base Rent. The percentage will be as set forth in the Rent Schedule, attached hereto as Exhibit "C". The Common Area Operating Expenses, as hereinafter defined, shall be due and payable each calendar month of the term of this Lease, in accordance with the following provisions:
 - a. "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Landlord relating to the ownership and operation of the Common Areas of the Warm Springs Facility, including, but not limited to, the following:
 - i. The operation, repair and maintenance, in neat, clean, good order and condition, of the following: (aa)The Common Areas and Common Area improvements, generally described as parking areas, loading and unloading areas, trash areas, roadways, walkways, parkways, driveways, landscaped areas, irrigation systems, Common Area lighting facilities, fences and gates, (bb) Fire detection and sprinkler systems.
 - ii. Trash disposal, pest control services, property management and security services.
 - b. The following items will be billed as part of the Common Area Operating Expenses at one hundred percent (100%) of the cost to UTA.
 - i. Landlord administrative billing fee of \$13.00 per month.
 - ii. Background checks. These will be required for all Tenant's employees, contractors or those needing unescorted access to the Leased Premises.

- iii. Access cards, keys for the Leased Premises. Such access cards and keys will not be given without first completing an acceptable background check.
 - c. Common Area Operating Expenses and utility costs, as outlined above, shall be billed monthly by email in the format shown on Exhibit "G". Tenant shall have fifteen (15) days from date of email to remit payment. If payment is not remitted on or before the end of the fifteen (15) day period, a five percent (5%) late fee shall be added to the total delinquent amount and paid to the Landlord. Common Area Operating Expenses and utility costs are and shall be deemed a part of Rent, and be subject to the provisions of paragraph 3.
16. TAXES. Landlord is a tax exempt governmental entity and is not assessed taxes on its property. In the event that Salt Lake County or other taxing entity imposes general property taxes or a beneficial use or privilege tax or any other tax or assessment as a result of Tenant's use or occupancy of the Leased Premises, Tenant shall pay all such taxes levied against the Warm Springs Facility during the term of the Lease. Tenant shall pay, when due, any ad valorem property taxes on Tenant's personal property.
17. PROHIBITION ON LIENS AND ENCUMBRANCES. Tenant shall keep the Leased Premises and the Warm Springs Facility free and clear from all liens and encumbrances resulting from or arising out of Tenant's use or occupancy of the Leased Premises.
18. SUBLEASE. During the term of this Lease or any extension thereof, Tenant shall not have the right to sublease or assign all or any portion of the Leased Premises to any other party or parties without the prior written consent of Landlord, which consent may be granted or withheld at Landlord's sole and absolute discretion. Any sublease or other use of the Leased Premises by other than Tenant shall be void.
19. DESTRUCTION OF LEASED PREMISES. In the event that a material portion of the Leased Premises shall be destroyed or damaged by the elements, an act of God, a civil riot or disorder, the public enemy, or fire, to an extent that renders the same unusable or untenable, in whole or in substantial part, Landlord shall have no obligation to rebuild or repair the same. After the happening of any such contingency, the Landlord shall have the right, within ninety (90) days after Landlord's determination of such unusability or untenability, to declare this Lease terminated upon giving written notice to the Tenant.
20. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be deemed to give rise to any third-party rights, and the parties intend that there are no third-party beneficiaries to the benefits of this Lease.
21. EMINENT DOMAIN. In the event that the whole of the Leased Premises shall be taken by virtue of eminent domain proceedings, this Lease and the terms thereof shall terminate on the date that the property is taken according to law. Tenant shall have no claim against the condemnation proceeds for the value of the un-expiring term or renewal periods of

said Lease. Tenant shall have no claim or interest in its share of any improvements constructed by Tenant on the Leased Premises against the condemnation award. If only a part of the Leased Premises is taken and the part taken would not materially affect the occupancy of Tenant, the Lease for the balance of the Leased Premises shall continue, but rent shall abate proportionately for the part of the Leased Premises taken. Nothing contained herein shall be deemed to affect any right Tenant may have to relocation benefits it might otherwise be entitled to pursuant to Federal or State Law.

22. TERMINATION AND DEFAULT. If the Tenant shall violate or remain in default with respect to any covenant, agreement, stipulation, or condition of this Lease, including the obligation to pay Rent or Additional Rent, for a period of fifteen (15) days after written notice by the Landlord of such violation or default, then the Landlord shall have the option to declare this Lease terminated and the said term ended, and further, to elect to take all actions at law or in equity to retake the Leased Premises. Notwithstanding the foregoing, in the event that Tenant's default shall be in respect to the safety requirements of paragraph 9 hereof, Landlord may at its election, immediately notify Tenant of such default and representatives of Landlord and Tenant, with decision-making authority, shall immediately arrange to meet and determine appropriate resolution of the safety issues. If such safety issues are not resolved to Landlord's reasonable satisfaction, Landlord may give notice that the Lease is terminated.

Upon termination of this Lease for any reason, Tenant agrees to surrender the Leased Premises in substantially the same condition as when said Premises were delivered to Tenant, or as altered, pursuant to the provisions of this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all its personal property. Upon termination of this Lease, no relocation benefits will be provided to Tenant from Landlord.

23. NONWAIVER. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act which would have originally constituted a violation or breach from having all of the force and effect of any original violation. The failure of any party to enforce any of the provisions of this Lease shall not be deemed a waiver of any such provisions.
24. COMPLIANCE WITH LAW, CONDUCT OF TENANT; FEDERAL REQUIREMENTS. Tenant, at its expense, shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities. Tenant shall not commit or willingly permit to be committed upon the Leased Premises any act or thing contrary to the laws, regulations or zoning ordinances prescribed by Salt Lake, Salt Lake County or the State of Utah or which shall otherwise be contrary to the rules and regulations of any federal, state or municipal authority. Tenant shall not bring or permit to be brought upon the Leased Premises any materials deemed to be hazardous under any local, state or federal law, rule, regulation or ordinance. Tenant shall not permit any waste to be committed with respect to the Leased Premises. Tenant acknowledges that, pursuant to federal funds used previously in connection with the Property, certain federal interest remains in the Property. Tenant agrees to and hereby does accept, as to the

Property and any facilities or structures thereon, as if fully and completed restated herein, the obligations and requirements described on Exhibit "H", are incorporated herein and by this reference made a part hereof.

25. NOTICES. Any notice that is required or permitted to be given under the provisions of this Lease may be given by
- a. depositing such notice in the United States mail, addressed to the Landlord or Tenant, as the case may be, at the addresses below, with such notice effective three (3) mail service days after deposit in the U.S. Mail, or
 - b. by e-mail at the e-mail addresses below, together with a written follow-up by United States mail, with such notice effective at the time the e-mail is sent:

Landlord:

Utah Transit Authority
Attention: Property Administration
669 West 200 South
Salt Lake City, Utah 84101
Mailia Lauto'o: mlautoo@rideuta.com
Derrick Sorensen: dsorensen@rideuta.com

Tenant:

Stadler US Inc.
Attention: Martin Ritter
208 Lenox Avenue No. 205
Westfield, NJ 07090-5120
Martin.ritter@stadlerrail.com

26. SEVERABILITY; ENTIRE AGREEMENT. In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way affect any other covenant or condition contained herein. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. This Lease sets forth the entire agreement between Landlord and Tenant relative to Lease of the Leased Premises and Tenant's use of the Warm Springs Facility. No subsequent waiver, alteration, amendment, change or addition to this Lease shall be binding upon Landlord and Tenant unless made in writing, and signed on behalf of each. Exhibits A through H are attached hereto and by this reference made a part hereof.
27. GOVERNING LAW; VENUE. The terms of this Lease shall be governed by and construed in accordance with Utah law. Any action taken to enforce the terms hereof shall be in Salt Lake County.
28. AUTHORITY. Tenant represents and warrants that it has obtained all necessary consents and approvals and is authorized to enter into and be bound by the terms and conditions of this Lease. The individual(s) executing this Lease on behalf of each of Tenant and Landlord represent and warrant that they have full authority to sign on behalf of their

respective organizations.

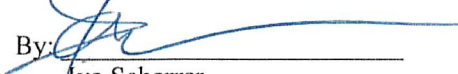
29. MULTIPLE COUNTERPARTS. This Lease may be executed in any number of counterparts and by any of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Lease may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Lease or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
30. EXCAVATION. Tenant acknowledges that the Property may be subject to prospective purchaser agreements and covenants not to sue that Landlord has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, Landlord is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, Landlord is not required to excavate any soil except as required for its rail construction activities within the Property. Accordingly, any excavation on the Property exposes Landlord to potential environmental liability that would not otherwise be present. While no excavation on the Property is contemplated by Tenant, in the event Tenant shall, with consent of Landlord, seek to do any excavation on the Property, Tenant shall be required to perform any such excavation, soil characterization and removal in full compliance with all applicable state and federal environmental laws.

IN WITNESS WHEREOF, each of the parties has executed this Lease.

TENANT
STADLER US INC

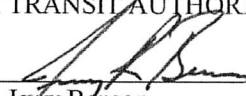
By: 

Martin Ritter
CEO Stadler US, Inc.

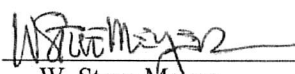
By: 

Ivo Scherrer
Treasurer Stadler US, Inc.

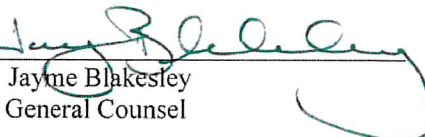
LANDLORD
UTAH TRANSIT AUTHORITY

By: 

Jerry Benson
Interim President and CEO

By: 

W. Steve Meyer
Chief Development Officer

By: 

Jayme Blakesley
General Counsel

UTA APPROVED AS TO FORM:

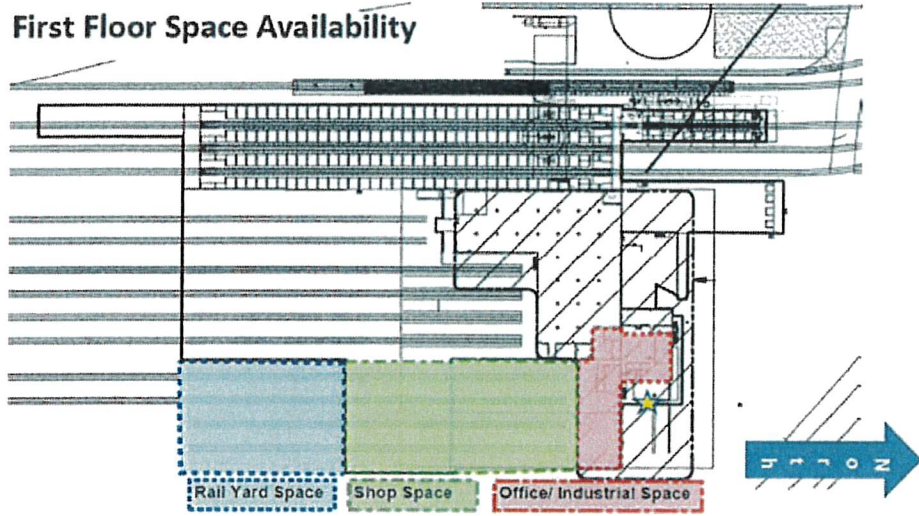
By: 

Ruth Howe
Legal Counsel

EXHIBIT "A"
(Warm Springs Facility)



First Floor Space Availability



Second Floor Space Availability

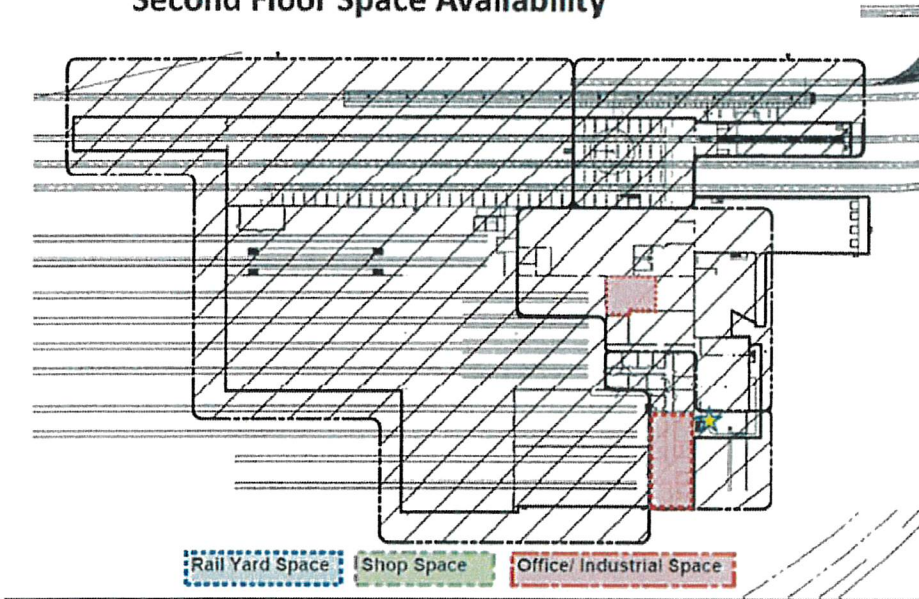
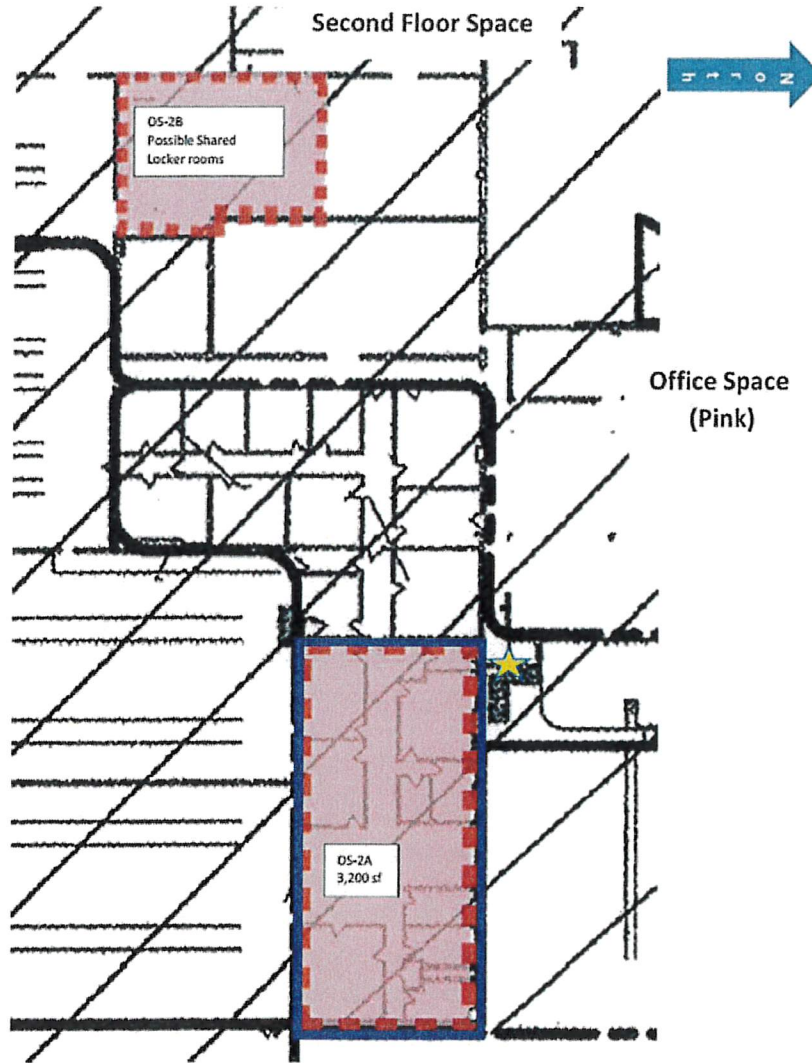
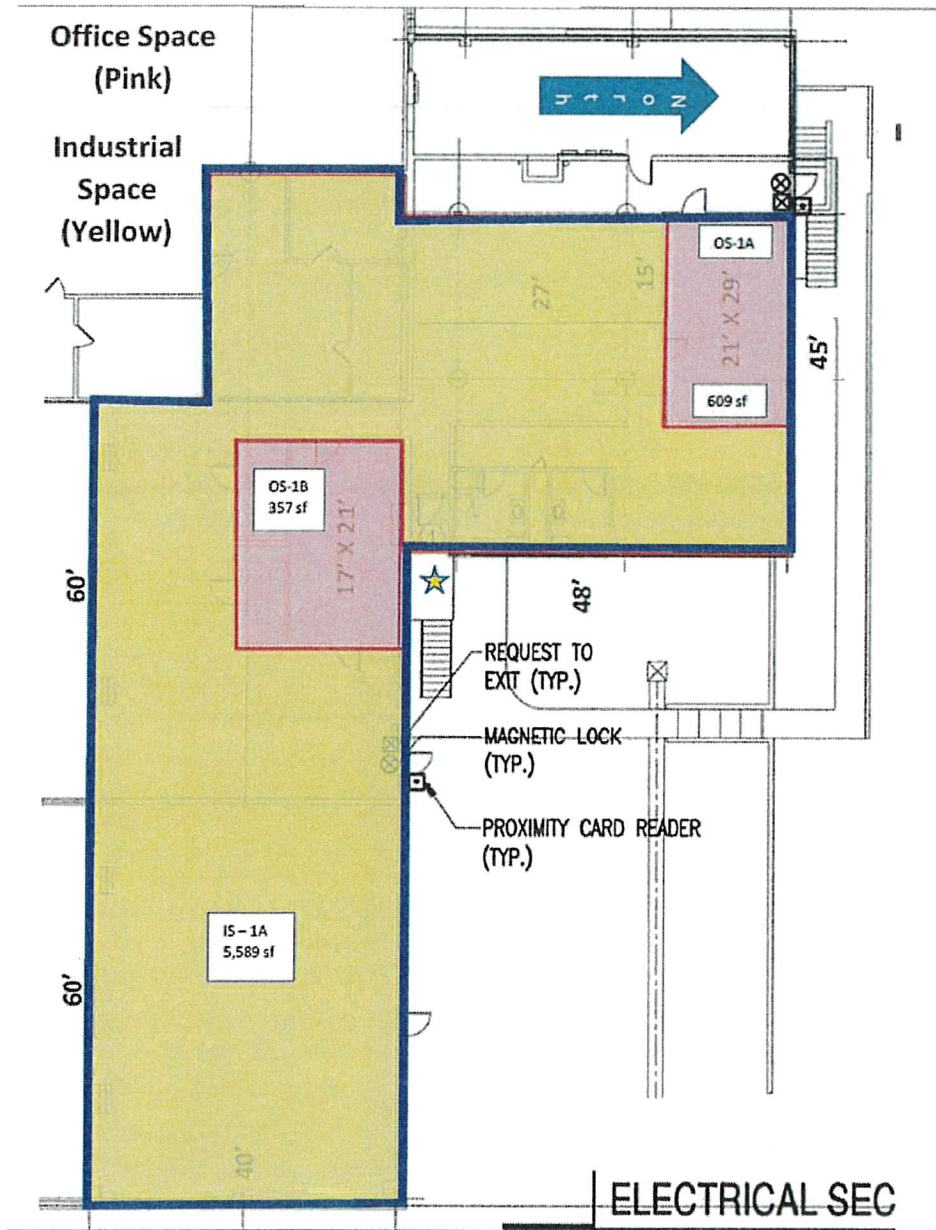


EXHIBIT "B"

(Leased Premises shown enclosed within solid Blue line)



First Floor Space



Landlord and Tenant agree to work together to schedule access to 5C and 8C to be able to access other portions of the Leased Premises.

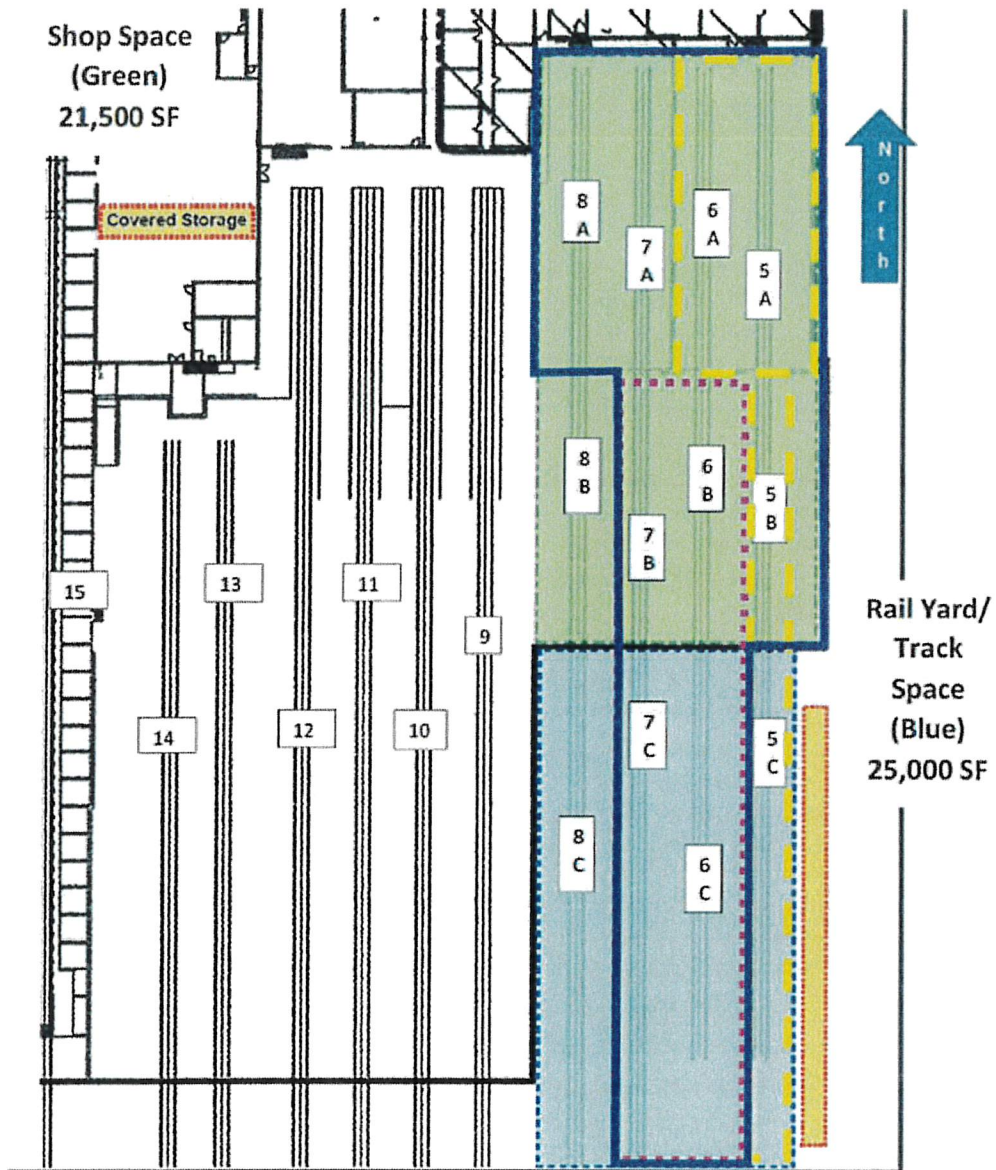


EXHIBIT "C"
(Schedule of Occupancy and Payments)

Description of Leased Premises (cumulative)	Start of Rental	Last Payment at this Rate	Total Monthly Rent Due	Percentage of Utilities and Common Area Operating Expenses	Security Deposit Due
One office in OS-2A	March 1, 2016	July 1, 2016	\$ 300.00	0%	\$ 300.00
IS-1A, OS-1A, OS-1B, OS-2A	August 1, 2016	October 1, 2016	\$ 4,000.00	6%	Additional \$ 4,000.00
Shop, Yard, <u>IS-1A, OS-1A, OS-1B, OS-2A</u>	November 1, 2016	May 1, 2018	\$ 15,800.00	15%	Additional \$ 11,500.00
Track 9 (16 weeks over the Initial Term)	April 1, 2017	May 31, 2018	\$ 1,000.00 per week	-	-

- As of November 1, 2016, Tenant will have paid a total Security Deposit in the amount of \$15,800.00 and will be occupying all of the Leased Premises depicted in Exhibit "B".
- Track 9- Tenant may lease Track 9 for one week periods for up to 16 weeks during the Lease Term. Tenant will be required to request from Landlord, not less than one week prior to the time Tenant desires to use Track 9, by e-mail request. Landlord shall respond within three (3) business days, either approving or disapproving each such request. All use of Track 9 must be approved and scheduled through Fred Engum with UTA, 801-287-5416, fengum@rideuta.com. Any such weekly use of Track 9 shall be paid by Tenant with the next payment of Rent due.
- In addition to the foregoing, Landlord and Tenant have discussed the possibility of leasing part of the Shop Area, at the Warm Springs Facility, (depicted as areas 5A and 6A on Exhibit "B") sooner than listed in the above schedule, and some additional Covered Storage Area (shown in yellow, on the east side of Track 5C on Exhibit "B"), on such terms and conditions as shall be separately negotiated by Landlord and Tenant and memorialized in writing.

EXHIBIT "D"
 (Requirements for Access Cards and Keys)

Background checks will be required for all Tenant's Employees, Contractors or those needing unescorted access to the Leased Premises

UTA Tenant Key Request Form

Tenant Contact Information		
Key Recipients Name: _____ Tenant / Business Name: _____ <i>(Please print)</i>		
Key Recipients signature: _____		Date: _____
Key Recipients Phone Number(s): _____		Cell: _____
* Business Managers Signature: _____		<i>(Print name):</i> _____
Phone Number(s): _____		Cell: _____
Email: _____		Date: _____
*My signature indicates that:		
1. I have been issued or have approved the issuance to my agent the UTA key(s) listed below.		
2. I understand and accept that I will be required to comply with the UTA key policy: [SOP 4.1.5 - Available upon request]		
3. I am solely responsible for the use or misuse of all UTA keys issued to myself or my agents.		
4. If any key listed below is lost, stolen or is not returned upon the UTA's request (be it at termination of lease agreement or at any other time) I authorize the UTA to assess and pursue the following amounts for each missing UTA key:		
Change key: \$25.00 ea. - Master Key: \$50.00 ea. - Grand Master Key: To be determined as per rekeying costs (\$100.00 min.)		
5. I will <u>immediately</u> report any missing UTA keys to the UTA Locksmith in the Facilities Maintenance Dept. 801- 262-5626		
Key Access Location:		
Location: Name of UTA Facility: _____		Building # or Name: _____
Door Number(s) [above door] _____		
Key Number(s) _____		
<i>Duplication of UTA door and gate keys is forbidden.</i>		
UTA Management Approval Signatures		
Property Administration Manager:		
Please Print: _____	Sign: _____	Date: _____
Facilities Maintenance Manager:		
Sign: _____	Date: _____	
Locksmith:		
Sign: _____	Date: _____	
1. Key request must have the appropriate UTA management signatures for the area(s) requested above to be processed. 2. Completed key requests can be given to the UTA Locksmith. Please allow up to 7 days for processing before the issue of keys. 3. Key request will be submitted to the Facilities Maintenance Manager's office for approval and signature.		

Revised: 2-17-15

EXHIBIT "E"

(Tenant Improvements)

- **Crane Repair (5 and 6 A)**
- **Entrance: Stairs and Covering and outside break area**
 - Covered roofing will have to be replaced. Matching materials to do an add-on are not available.
 - Stairs can be sand blasted, repainted and new solid vinyl stair treads installed.
 - All concrete to be cleaned and repainted as needed, and sealed

- **Office:**
 - **Flooring**
 - **Painting**
 - **Ceilings**
 - **Doors**
 - **Restrooms**
 - **Illuminations**
 - **Break Room**

- **Industrial Space:**
 - **Paint**
 - **Flooring**
 - **Illuminations**
 - **Men Restrooms**
 - **Women Restrooms and locker room**
 - **Locker Room**
 - **Break Room**

Improvement costs are estimated to be approximately \$250,000_____

EXHIBIT "F"
(Insurance Requirements)

Tenant and any subcontractor shall procure and maintain until all of its obligations have been discharged, insurance against Claims for injury to persons or damage to property which may arise from or in connection with the event.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. Landlord in no way warrants that the minimum limits contained herein are sufficient to protect Tenant from liabilities that might arise out of the activities encompassed by this agreement by Tenant, its agents, representatives, employees, or subcontractors and Tenant is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability –**

Policy shall include bodily injury, property damage and broad form contractual liability coverage with a Garage Keepers Liability endorsement specifying coverage for non-owned rail vehicles in the Tenant's care, custody and control or verification that the CGL policy will cover loss to non-owned rail vehicles in the Tenant's care, custody and control.

General Aggregate	\$ 20,000,000
Products – Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 2,000,000
Each Occurrence	\$ 10,000,000
Garage Keepers Liability	\$ 5,000,000

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

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles.

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

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Tenant or subcontractor is exempt under UCA, AND when such Tenant or subcontractor executes the appropriate waiver form.

4. **Tenant's Pollution Liability (Including Errors and Omissions)**

For losses caused by pollution conditions that arise from the operations of the Tenant.

Per Occurrence	\$2,000,000
General Aggregate	\$4,000,000

- a. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which the Tenant is legally liable.
- c. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party Claims.
- d. 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 Tenant".

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Tenant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Tenant's assessment of the exposure for this contract; for its own protection and the protection of Landlord.
2. Tenant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Utah Transit Authority, Attention Property Management, 669 West 200 South, Salt Lake City, UT 84101.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the Utah Transit Authority and with an “A.M. Best” rating of not less than A- VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect Tenant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Tenant shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority as required at least two (2) weeks before use of the Leased Premises by Tenant. 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 the Utah Transit Authority before use of the Leased Premises by Tenant commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of use of the Leased Premises and remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of contract.

All certificates required shall be sent directly to Utah Transit Authority, Attention Property Management, 669 West 200 South, Salt Lake City, UT 84101. The Lease title, location and UTA Contract Number shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.**

- F. **SUBCONTRACTORS:** Tenant's certificate(s) shall include all subcontractors as additional insureds under its policies **or** Tenant shall furnish to the Utah Transit Authority separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from these insurance requirements shall be made by the UTA Office of General Counsel or Claims and Insurance Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action, and shall be in writing.

EXHIBIT "H"

(Incorporated Federal Clauses)

All of the following incorporated federal clauses are and shall be deemed to run with the land and shall remain effective and binding for so long as any federal interest shall remain in the Property. For purposes of these required federal clauses, the terms "recipient" and/or "you" shall mean and refer to UTA, the Tenant, and any successor or assign of the Tenant.

1. Pursuant to 49 CFR Section 26.7, recipient agrees that it will not discriminate based on race, color, national origin, or sex, and further acknowledges that the following discriminatory actions are forbidden, and agrees as follows:

§ 26.7 What discriminatory actions are forbidden?

(a) You must never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this part on the basis of race, color, sex, or national origin.

(b) In administering your DBE program, you must not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

2. Pursuant to 49 CFR Section 27.7, recipient agrees not to discriminate based on disability, and further acknowledge that the following discrimination is forbidden and agrees as follows:

§ 27.7 Discrimination prohibited.

(a) **General.** No qualified handicapped person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance administered by the Department of Transportation.

(b) ***Discriminatory actions prohibited.***

(I) A recipient, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

(i) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;

(ii) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who are not handicapped;

(iii) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as persons who are not

handicapped;

(iv) Provide different or separate aid, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits or services that are as effective as those provided to persons who are not handicapped;

(v) Aid or perpetuate discrimination against a qualified handicapped person by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program or activity;

(vi) Deny a qualified handicapped person the opportunity to participate in conferences, in planning or advising recipients, applicants or would-be applicants, or

(vii) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

(2) For purposes of this part, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for handicapped and nonhandicapped persons, but must afford handicapped persons equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.

(3) Even if separate or different aid, benefits, or services are available to handicapped persons, a recipient may not deny a qualified handicapped person the opportunity to participate in the programs or activities that are not separate or different.

(4) A recipient may not, directly or through contractual or other arrangements, utilize criteria or methods of administration:

(i) That have the effect of subjecting qualified handicapped persons to discrimination on the basis of disability,

(ii) That have the purpose or effect of defeating or substantially reducing the likelihood that handicapped persons can benefit by the objectives of the recipient's program or activity, or

(iii) That yield or perpetuate discrimination against another recipient if both recipients are subject to common administrative control or are agencies of the same State.

(5) In determining the site or location of a facility, an applicant or a recipient may not make selections:

(i) That have the effect of excluding handicapped persons from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity that receives Federal financial assistance, or

(ii) That have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to handicapped persons.

(6) As used in this section, the aid benefit, or service provided under a program or activity receiving Federal financial assistance includes any aid, benefit, or service provided in or through a facility that has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

(c) *Communications.* Recipients shall take appropriate steps to ensure that

communications with their applicants, employees, and beneficiaries are available to persons with impaired vision and hearing.

(d) Aid, benefits, or services limited by Federal law. For aid, benefits, or services authorized by Federal statute or executive order that are designed especially for the handicapped, or for a particular class of handicapped persons, the exclusion of nonhandicapped or other classes of handicapped persons is not prohibited by this part.

3. Pursuant to 49 CFR Part 27.9(b), recipient acknowledges and agrees to be bound by the following:

(b) Future effect of assurances. Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the recipient's assurance under the following circumstances:

(1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the Department of Transportation to a recipient, the instrument of conveyance shall include a covenant running with the land binding the recipient and subsequent transferees to comply with the requirements of this part for so long as the property is used for the purpose for which the Federal financial assistance was provided or for a similar purpose.

(2) When Federal financial assistance is used by a recipient to purchase or improve real property, the assurance provided by the recipient shall obligate the recipient to comply with the requirements of this part and require any subsequent transferee of the property, who is using the property for the purpose for which the Federal financial assistance was provided, to agree in writing to comply with the requirements of this part. The obligations of the recipient and transferees under this part shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.

(3) When Federal financial assistance is provided to the recipient in the form of, or is used by the recipient to obtain, personal property, the assurance provided by the recipient shall obligate the recipient to comply with the requirements of this part for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of the recipient.

(4) When Federal financial assistance is used by a recipient for purposes other than to obtain property, the assurance provided shall obligate the recipient to comply with the requirements of this part for the period during which the Federal financial assistance is extended to the program or activity.

4. Pursuant to 49 CFR Part 37, recipient agrees that the Leased Premises and all entrances, exits, and facilities, will comply with the Americans with Disabilities Act. Further, all of 49 CFR Part 37 is hereby incorporated herein as if it were fully restated in this Lease.

5. Pursuant to the FTA Master Agreement (as updated and/or amended from time to time), recipient acknowledges and agrees to comply with the provisions of such Master Agreement (as updated) relating to conflicts of interest, debarment and suspension. The requirements described in the FTA Master Agreement for 2015 (available at www.fta.dot.gov)

are as follows:

(1) Personal Conflicts of Interest. The Recipient agrees that its code or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Recipient agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Recipient agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29. The Recipient agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

COPY

UTA Contract No. 15-1497TP

AMENDMENT # 1 TO LEASE AGREEMENT

This Amendment #1 to Lease Agreement (“Amendment”) is hereby made and entered into effective as of the 15 day of October, 2016 by and between Utah Transit Authority, a public transit district organized pursuant to the laws of the State of Utah (hereafter “Landlord” or “UTA”) as lessor and Stadler US, Inc., a Delaware corporation (hereafter “Tenant”) as lessee.

RECITALS

WHEREAS, On January 18, 2016, Tenant and UTA entered into a Lease Agreement (hereafter “Agreement”) for a portion of UTA’s Warm Springs Facility, located at approximately 900 North 500 West, Salt Lake City, Utah; and

WHEREAS, Tenant and UTA desire to amend the Agreement to include additional storage space, that was contemplated and offered as part of the public procurement process wherein Tenant was selected as the tenant for the Warm Springs Facility; and

WHEREAS, Tenant and UTA desire to identify and define a specific location for the fifty (50) Tenant parking spaces granted in the Agreement, to better accommodate UTA employees; and

AGREEMENT

NOW, THEREFORE, in consideration of the Leased Premises and the terms and conditions described herein, Tenant and UTA do hereby amend the Agreement as follows:

1. Additional Leased Space. Pursuant to the Agreement, additional space is added to and included within the Leased Premises (as defined therein), consisting of approximately 2,310 square feet of outside covered storage space, and 6,250 square feet of additional yard space (identified as Track 5C). The total shop and yard space to be included within the Leased Premises is described and depicted in Exhibit “1” (hereafter “Additional Leased Space”).
2. Rental Adjustments. The Rent for the Additional Leased Premises, including the Additional Leased Space, will commence on the date of execution hereof, as more fully set forth on the Revised Schedule of Occupancy and Payments, attached hereto as Exhibit “2” and by this reference made a part hereof. The Schedule of Occupancy and Payments, attached to the original Agreement, shall be and hereby is replaced in its entirety by the Revised Schedule of Occupancy and Payments.
3. Parking. Paragraph 8 of the Agreement is hereby deleted in its entirety, and is replaced by the following:

8. PARKING. Tenant shall have non-exclusive use of and access to forty-eight (48) parking stalls, on the southeast side of the building, within the area outlined and depicted on Exhibit "3". Tenant will also have use of two stalls located on the east side of the building close to the door labeled A4, south of the handicap stall, and shown on Exhibit "3". Tenant may add signs to those two parking stalls, stating "Stadler Parking Only". This is the only approved signage for the parking area. Parking marked for visitors in other portions of the parking area will be for visitors of both Tenants and UTA only. Tenant shall not have access to other parking at the Property. Vehicles shall not be left in the parking area for any period of time in excess of twenty-four (24) consecutive hours.

Exhibit "A" to the Agreement is supplemented by the attached Exhibit "3".

4. Fiber Use. During the term of the Agreement, Landlord grants to Tenant the use of one fiber pair within Landlord's internet access, at no additional cost. Tenant shall reimburse UTA for all costs associated with the connection to and use of UTA's fiber, including but not limited to, UTA staff time necessary to connect Tenant to the fiber and, on an ongoing basis, to oversee and monitor any access to UTA's communication closet in connection with such fiber use.

5. The following shall be added to the Agreement as Paragraph 31:

31. FLAGPOLES. Tenant may, at Tenant's sole cost and expense, construct and maintain three (3) flagpoles on the north side of the building, at the location depicted on Exhibit "4", attached hereto and by this reference made a part hereof. The flagpoles shall meet any and all appropriate legal and United States and State of Utah etiquette rules or regulations relating to height, location and size. Tenant shall be responsible for any maintenance of the flagpoles, and any flags used or flown by Tenant. Landlord may, at Landlord's discretion, disallow any flags that Landlord deems to be inappropriate, incongruous, or unsuitable, and Tenant shall immediately remove the same and cease using such flag(s) on the Property.

6. All other terms and conditions in the original Agreement, not specifically modified here shall remain in full force and effect and unaffected hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed in duplicate as of the date first herein written.

**TENANT
STADLER US INC**

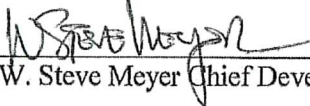
**LANDLORD
UTAH TRANSIT AUTHORITY**

By: 
Martin Ritter, CEO

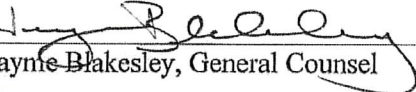
Digital unterschrieben von Martin Ritter
DN: cn=Martin Ritter, o=Stadler US,
ou=CEO,
email=martin.ritter@stadlerail.com, c=US
Datum: 2016.10.24 23:30:20 +02'00'

By: 
Jerry Benson, Interim President and CEO

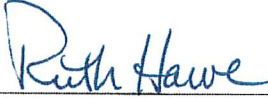
By: _____
Ivo Scherrer, Treasurer

By: 
W. Steve Meyer Chief Development Officer


HEBER MAUCHAU, CFO

By: 
Jayme Blakesley, General Counsel

Legal Approved as to Form



Legal Approved as to Form

Exhibit "1"
Additional Leased Space (Track 5C and Covered Storage) shown in dark blue.

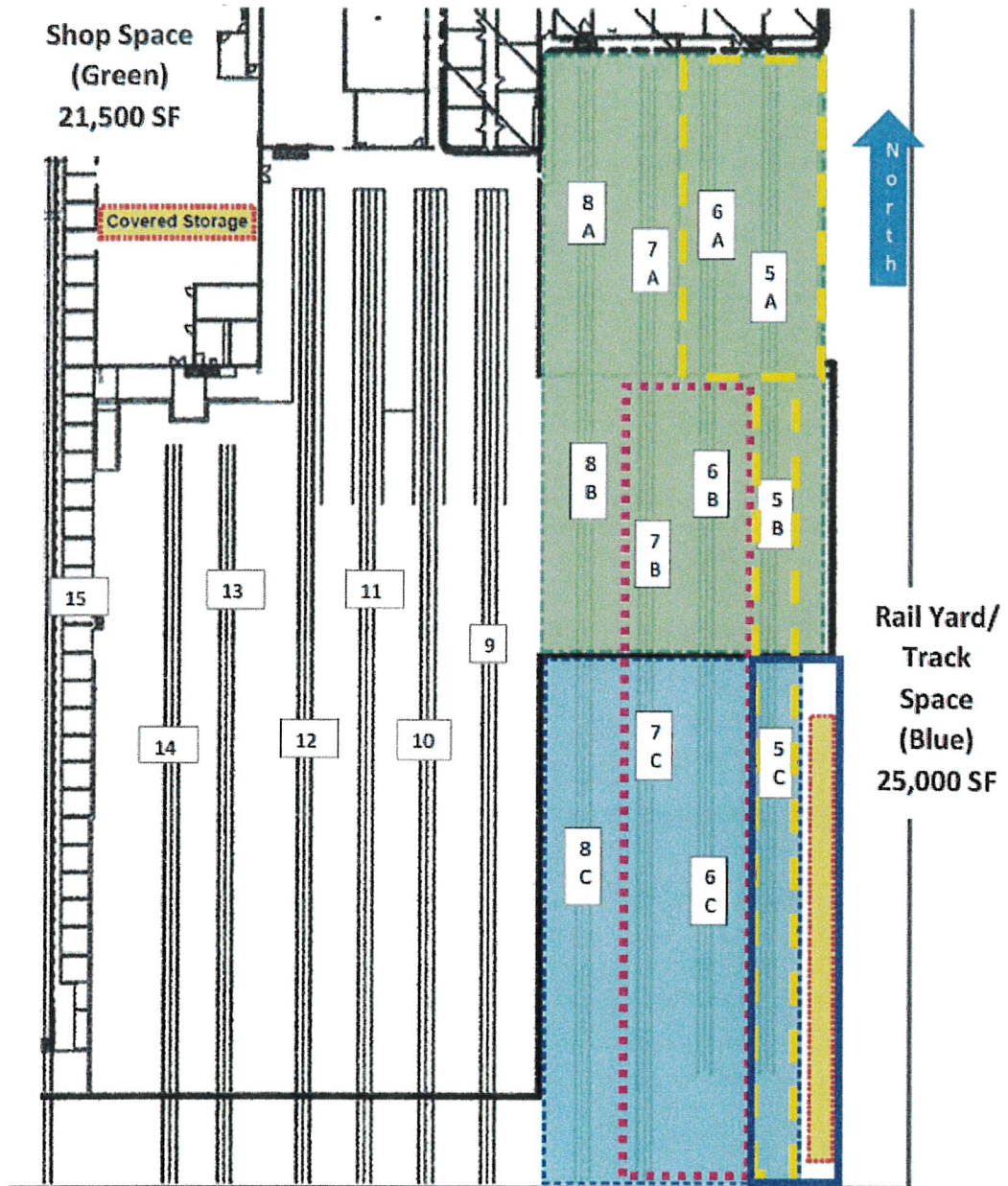


Exhibit "2"
Adjusted Schedule of Occupancy and Payments

Description of Leased Premises (cumulative)	Start of Rental	Last Payment at this Rate	Total Monthly Rent Due	Percentage of Utilities and Common Area Operating Expenses	Security Deposit Due
One office in OS-2A	March 1, 2016	July 1, 2016	\$300	0%	\$300
IS-1A, OS-1A, OS-1B, OS-2A	August 1, 2016	September 1, 2016	\$4,000	6%	Additional \$4,000
IS-1A, OS-1A, OS-1B, OS-2A, Track 5A, 6A	October 1, 2016	October 1, 2016	\$6,600	6%	\$0
Track 5A, 5B, 5C, 6A, 6B, 6C, 7A, 7B, 7C, 8A, and Covered Storage	November 1, 2016	May 1, 2018	\$16,250	15%	Additional \$11,950
Track 9 (16 weeks over the Initial Term)	April 1, 2017	May 31, 2018	\$1,000 per week	-	-

- As of November 1, 2016, Tenant will have paid a total Security Deposit in the amount of \$16,250 and will be occupying all of the Leased Premises depicted in Exhibit "B" of the Agreement, including the additional space shown in Exhibit "1" of this Amendment.
- Track 9- Tenant may lease Track 9 for one week periods for up to 16 weeks during the Lease Term. Tenant will be required to request from Landlord, not less than one week prior to the time Tenant desires to use Track 9, by e-mail request. Landlord shall respond within three (3) business days, either approving or disapproving each such request. All use of Track 9 must be approved and scheduled through Fred Engum with UTA, 801-287-5416, fengum@rideuta.com. Any such weekly use of Track 9 shall be paid by Tenant with the next payment of Rent due.

Exhibit "3"
Assigned Parking

The Tenant parking is shown outlined in Blue below.



Exhibit "4"

Depiction of Approved Flagpole Locations



COPY

UTA Contract No. 15-1497TP

AMENDMENT # 3 TO LEASE AGREEMENT

This Amendment #3 to Lease Agreement ("Amendment #3") is hereby made and entered into effective as of the 14 day of September, 2017 by and between Utah Transit Authority, a public transit district organized pursuant to the laws of the State of Utah (hereafter "Landlord" or "UTA") as lessor and Stadler US, Inc., a Delaware corporation (hereafter "Tenant") as lessee.

RECITALS

WHEREAS, On January 18, 2016, Tenant and UTA entered into a Lease Agreement (hereafter "Lease") for a portion of UTA's Warm Springs Facility, located at approximately 900 North 500 West, Salt Lake City, Utah; and

WHEREAS, on October 15, 2016 Tenant and UTA entered into Amendment #1 to the Lease Agreement (hereafter "Amendment #1") for additional space and clarification on parking; and

WHEREAS, on May 1, 2017 Tenant and UTA entered into Amendment #2 to the Lease Agreement (hereafter "Amendment #2") for additional space and parking; and

WHEREAS, Tenant and UTA desire to amend the Lease, Amendment #1, and Amendment #2 (collectively referred to as "Agreement") to include additional space on track 5 and the intermittent use of track 8 for the storage of Tenant's completed trains and deliveries.

AGREEMENT

NOW, THEREFORE, in consideration of the Leased Premises and the terms and conditions described herein, Tenant and UTA do hereby amend the Agreement by adding the following paragraphs:

1. Track 5. UTA currently uses a section of track 5 located south of the existing roadway ("Track 5D") for the storage of rail cars. UTA is willing to relocate these rail cars from Track 5D to another track at the Warm Springs Facility to allow Tenant the use of this section at the sole cost and expense of the Tenant. A Track Map is depicted in Exhibit "A3" hereto. The use of Track 5D will be charged at a weekly rate of \$425 per week. In addition to this usage fee Tenant will be responsible for the cost of the rail move. Each rail car move will be charge per the expense sheet shown on Exhibit "B3" attached hereto and made a part of this Agreement. UTA will bill Tenant monthly as part of the Common Area Operating Expenses for the times Track 5D is used during that month. The use of Track 5D will need to be scheduled in advance during the bi-weekly meetings between UTA and Tenant. The use of Track 5D will be approved or denied at the sole discretion of UTA.

2. Use of Track 6D & 7D. UTA will allow Tenant the use of Track 6D & 7D as a continued use of tracks 6 and 7 as a whole. Tenant will not block the street access or park any equipment on the frog or switch at any time. Tenant will make sure that the switch is locked out when 6D and/or 7D are in use. Tenant understands that due to the limited amount of space on track 6D and 7D they can only be used one at a time. At no time shall both tracks 6D and 7D be occupied together. No additional cost will be charged for this use.

3. Intermittent Use of Track 8B and 8C. UTA will allow Tenant the use of Track 8B and 8C at a per day rate of \$150 per day. Since UTA will not be able to use Track 8C when track 8B is in use they will be scheduled together. Tenant will be required to request the use of Track 8B and 8C in advance during the bi-weekly meetings between UTA and Tenant. The use of Track 8B and 8C will be approved or denied at the sole discretion of UTA. UTA will bill Tenant monthly for this use as part of the Common Area Operating Expenses.


a. Tenant will be permitted to use 8C by itself on an as needed basis when not in use by UTA. If UTA needs Tenant to move for UTA's access to 8B or use of 8C Tenant will immediate comply and have all items stored on 8C removed within an hour. Tenant will not be charge any additional rate for storage on track 8C as long as no delays are caused to UTA for access to 8B or use of 8C.

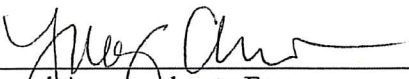
4. All other terms and conditions in the Agreement, not specifically modified here shall remain in full force and effect and unaffected hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed in duplicate as of the date first herein written.

TENANT
STADLER US INC

By: 
Martin Ritter, CEO

By: 
Ivo Scherrer, Treasurer


Legal Approved as to Form

LANDLORD
UTAH TRANSIT AUTHORITY

By: 
Robert K. Biles, VP of Finance

By: 
Paul Drake, Sr Mgr- Real Estate and TOD

By: 
Bruce Cardon, Commuter Rail General Mgr.



Legal Approved as to Form

Exhibit "A3"
Track Map

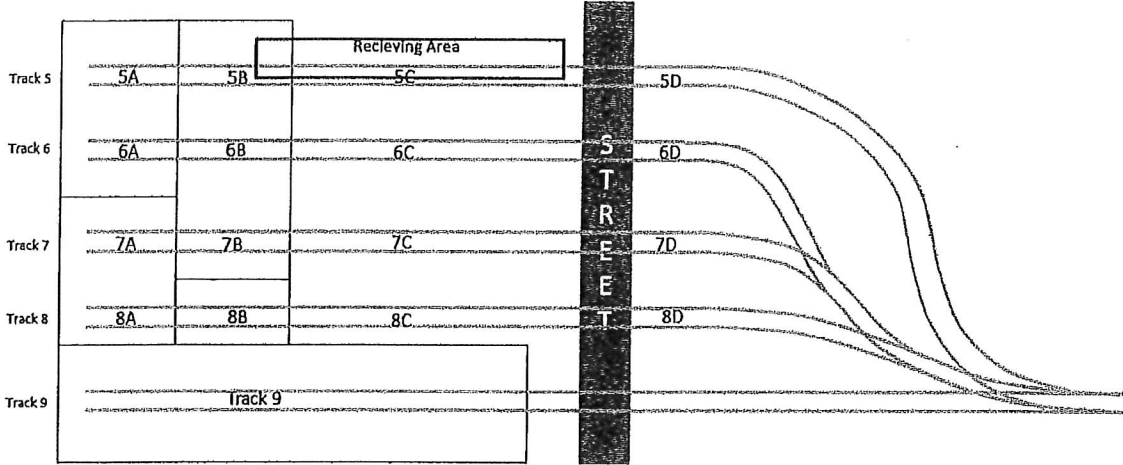


Exhibit "B3"
Cost Breakdown for Each Rail Car Move

Equipment Usage:

Track Mobile or Locomotive (\$100/hr) \$ _____

UTA Personnel Time:

Engineer (\$50/hr) \$ _____

Supervisor (\$50/hr) \$ _____

UTA Administrative Costs (\$50/move request):

Document preparation, scheduling,
communications, dispatch, etc. \$ _____

Please Note: Partial hours will be rounded up to the next full hour for billing purposes.

Detailed Contract Description & Purpose

Review and/or Approval Date: 11/28/2018

Action Requested: Motion to approve the contract

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

Contract #: 16-1846TP **Contract Title:** 7200 S TRAX Bridge Replacement with UDOT

Project Manager: E. Gregory Thorpe, PE **Contract Administrator:** Teresa Pickett

Impacted Areas: 7200 S TRAX Bridge **Included in budget?** Yes

Procurement method: Sole-Source **Contractor:** Stacy and Witbeck & UTA

Sole-Source Reason: N/A **Total Contract Value Qty & Unit price** \$ 729,934

Contract term (Months) 10 months **Contract options (Months)** N/A

Contract start date: 11/29/2018 **Contract end date:** 9/30/2019

Number of responding firms: N/A **Next Lowest Bidder:** N/A

Detailed Description & Purpose:

The scope of work for the Task Order No. 64 is identified in Exhibit 1 – SWI Scope and Cost Letter dated August 31, 2018 and accompanying costs sheets, which is hereby attached and incorporated into this Task Order. The Project Reimbursement Agreement and Amendment No. 1 with UDOT requires that UDOT will reimburse UTA for 100% of actual costs who will pay corresponding amounts to SWI. The Substantial Completion (SC) Date for this Task Order is corrected from that noted in Task Order #37. It has two parts. The first SC date is March 31, 2019 for completion of the conversion of the double track to single track to allow for the existing east bridge to be demolished and replaced by UDOT. The second SC date is estimated at 30 days after UDOT completes the new bridge by August 29. The Final Acceptance Date will then be 30 days after. The amount of Task Order No. 64 is \$729,934. The additional amount paid by UDOT per Reimbursement Agreement Amendment No. 1 is \$729,934 for Stacy and Witbeck and \$232,737 for UTA project management expense.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date:

CONTRACT SECTION

- 1) Contract/P.O. No. **16-1846TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**
 Project Manager: **Greg Thorpe**
- 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 **7200 S TRAX Bridge Replacement Amendment with UDOT**
- 5) Description / Purpose (of contract or project) **7200 S OCS and Signal System Upgrade due to the 7200 S TRAX Bridge Replacement with UDOT. 100% to be reimbursed by UDOT**
- 6) Contractor Name **Stacy and Witbeck, Inc.**
- 7) Effective Dates Beginning: **11/29/18** Ending: **09/30/19**
- 8) Option to renew? Yes No Renewal terms **N/A**

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ **729,934.00**
 9a) Current Contract Value: _____
 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? **N/A**
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **40-7390.68912** Capital Project Code **SGR39018**
- 12) Budgeted? Yes No Budget amount: \$ **729,934.00**
- 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? 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	BS	<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	GLT	<u>E. Gregory Thorpe</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MD	<u>Mayor David</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	EC	<u>Donald (Eddy) Cummins</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SM	<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

TASK ORDER NO. 64

TASK ORDER NAME: 7200 South TRAX Bridge Replacement Amendment with UDOT

PROJECT CODE: 40-3190.68912, MSP19018

This Task Order No. 64 to the On Call Maintenance Contract, dated December 30, 2016, is entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of October 15, 2018.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order No. 64 is identified in Exhibit 1 – SWI Scope and Cost Letter date August 31, 2018 and accompanying costs sheets, which is hereby attached and incorporated into this Task Order. The Project Reimbursement Agreement and Amendment No. 1 with UDOT requires that they will reimburse UTA for 100% of actual costs who in turn will pay SWI for the same.

2.0 SCHEDULE

The Substantial Completion (SC) Date for this Task Order is corrected from that noted in Task Order #37. It has two parts. The first SC date is March 31, 2019 for completion of the conversion of the double track to single track to allow for the existing east bridge to be demolished and replaced by UDOT. The second SC date is estimated at 30 days after UDOT completes the new bridge by August 29. The Final Acceptance Date will then be 30 days after.

3.0 NOT TO EXCEED PRICE

The price for this task order is a not to exceed \$729,934 for engineering design and develop construction drawings for the implementation and installation of Track Work needed to establish two independent interlockings system. Including prior Task Order No. 37 at \$4,272,343 the total of all work on the 7200 South project is a not to exceed price of \$5,002,277 to be paid based upon actual costs.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does does not [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

(Signatures on next page)

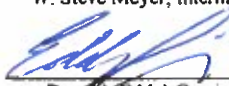
On-Call Maintenance Contract # UT16-1846TP

UTAH TRANSIT AUTHORITY:


STACY AND WITBECK, INC.:

By: _____
W. Steve Meyer, Interim Exec. Director


By: _____

By:  _____
Donald (Eddy) Cumms, Acting VP
Operations and Capital

Date: _____

By:  _____
Mary DeLoretto, Capital Project Director

By: _____
E. Gregory Thorpe, Project Manager

By:  _____
UTA Legal Counsel
Approved as to Form.

Stacy and Witbeck

August 31, 2018

OCS

Mr. Greg, Thrope
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84104

Reference: On-Call Maintenance Contract
Contract No.: 16-1846TP

Subject: 16-629 – 7200 South OCS and Signal System Upgrade

Dear Greg:

Thank you for the opportunity to propose on this project. Attached please find our cost estimate for the 7200 S Signal, and OCS upgrades. The OCS and Signal upgrades include upgrading the signal system from one interlocking to two interlocking with new signals installed at each turnout. The OCS upgrades provided from review comments received from UTA made between 30% design to 100% design. The proposed work to install the OCS and signal updates requires an increase in required shutdowns from the original 8 weekend shutdowns to 12 proposed weekend shutdowns, an increase in 4 shutdowns.

Exclusions:

- Railroad Protective Insurance
- Permit Fees
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- HAZMAT and Contaminated Material Testing and Remediation
- Railroad Flagging, EIC, or Maintainers
- Cost of UTA bus bridge
- Cost of UTA test trains
- Existing Trackwork Track to Earth Repairs
- Track to Earth Testing
- Over-excavation and Grade Stabilization
- Spare parts- Trackwork, Signal, or OCS
- Training
- Additional costs for civil design changes based on the bridge structure
- Utility and duct bank conflict resolution
- As-Built Survey of New Trackwork, Signals, or OCS
- Geometry Car

1958 West North Temple St.
Salt Lake City, UT 84116
t: 801-666-7840 f: 801-432-7489

On-Call Maintenance Contract # UT16-1846TP

Stacy and Witbeck

- In-Line Rail Ultrasonic Testing
- Laydown yard rental costs
- OCS Power down costs
- Ballast Mat or Deck Waterproofing on New Bridge
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- Management Time for construction meetings, layout, and installation has been included in the unit prices below.
- SWI has bid this project with no cost for thermite weld testing as UTA is responsible for providing the weld tester and QC for the On-Call Contract.
- SWI has bid all work as being done under shutdown windows with the exception of the new OCS foundations and access roads. The new OCS foundations will be poured during non-revenue hours and OCS power down will be required.
The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced

Summary of Costs and Scope for each item:

Bid Item 1000 – Field Engineering and Project Controls - 1.00 LS - Total of \$19,929.00 - This bid item includes Stacy and Witbeck field support from project manager, construction manager, and field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable, as well as needed time for a Track Superintendent to manage the field installations.

Bid Item 2000 - Safety Program & Administration - 1.00 LS - Total of \$2,019.00 – includes the cost of safety supplies, FRA drug testing and site Safety Manager.

Bid Item 6000 – Signal System Upgrades – 1.00 LS – Total of \$370,341.00 – This bid item includes the cost for SWI's subcontractor to design, construct and install the request to change the signal system from one interlocking to two separate interlocking's. The requested design revision will require that one of the added signals will be located immediately south of the new bridge. The scope of this proposal is as follows:

- Construction labor and equipment, and testing
- Signal System design services
- TDX / Office upgrades to the control room

The design scope includes:

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- Revise the 100% signal design to incorporate additional equipment, and update functionality as needed to split the existing single Interlocking into two separate interlockings
- Update the TDX control office graphics, databases, and functions as required to support two separate interlockings

Long Lead Materials include:

- New signal foundations – qty 4
- New impedance bonds – qty 8
- New complete signals – qty 4
- New custom LCP (Jct. B) – qty 1
- New AFTAC cabinet with cards – qty 2
- House equipment
- Field cable
- Bonding materials

Bid Item 7000 – OCS System Updates – 1.00 LS – Total of \$180,831.00 – This bid item includes the cost for SWI’s subcontractor to make the necessary changes and upgrades to the Overhead Catenary System based on design criteria comments received from UTA and WSP transitioning from 30% design to 100% design.

Requested changes from the 30% design to the 100% design include the ability to sectionalize the Overhead Catenary systems. The sectionalization allows:

- Single track operation flexibility
- Dead train recovery
- Maximize operational efficiency
- Ease of maintenance capabilities to provide material longevity
- Isolate track sections (power) for safety, operations, and maintenance

The scope of this proposal includes:

- Construction labor, fabrication and equipment, and testing
- Messenger and contact wire
- 500 MCM Cable (bonding cables)

The changes in scope include:

Design	Section Insulators	Disconnect Switches	OCS Poles	Cantilevers	Headspans	Jumper Assemblies
30%	6	4	14	7	4	12
100%	11	7	13	11	3	18
Quant. +/-	5	3	1	4	1	6

Bid Item 10000 – Mobilization – 1.00 LS – Total \$8,188.00 – This bid item includes cost of mobilizing the equipment necessary to perform the work. It also includes portable restrooms and disposal of waste generated from the project site and project final clean-up.

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Bid Item 14000 – Insulated Joint Remove – Install Rail Plug with Weld – 4.00 EA - Total of \$17,524.00 - This bid item includes the cost to remove the existing Insulated Joints and replace with a new 19'6" section of rail. Bid item also includes time to install and thermite weld the needed for the new 19'6" section of rail using two thermite welds per rail plug. Also included is time to load and unload the removed IJ plug. SWI has also assumed that the work will be performed Sunday during shutdown durations without the impedance of any UTA trains. All worksites have been assumed to be accessed via hi-rail equipment.

Bid Item 15000 – Insulated Joint Plugs – 2 EA thermite Welds / Plug - 12.00 EA - Total of \$74,340.00 - This bid item includes cost to purchase the required 12 EA insulated joint plugs. Bid item also includes the cost to load, unload, and set into place six insulated joint plugs. Bid item also includes time to install and thermite weld the needed six insulated joint plugs using two thermite welds per insulated joint plug. Also included is time to load and unload the removed IJ plug. Stacy and Witbeck has assumed that the transportation of the insulated Joint Plugs will be provided by UTA. SWI has also assumed that the work will be performed Sunday during non-revenue hours without the impedance of any UTA trains. All worksites have been assumed to be accessed via hi-rail equipment.

Bid Item 16000 – Destress Track – 12.00 EA - Total of \$20,352.00 - This bid item includes the cost to distress the track form thermal forces 200 TF in each direction of the newly installed Insulated Joint Plug for a total of 2400 TF twelve insulated joint plugs.

Bid Item 100000 - Fee (5.25%) - Total of \$36,410.00 - This is the agreed to CMGC fee that is part of the new On Call Services Contract on the above bid items.

The total price for this scope of work is **\$729,934.00**. If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Brian Dagsland
Project Manager

08/31/2018

11:48

18-629

7200 South OCS & Signal System Upgrade

*** Brian Dagland, BD

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	19,929.00	19,929.00
2000	Safety Program & Administration	1.000	LS	2,019.00	2,019.00
6000	Signal System Upgrade	1.000	LS	370,341.00	370,341.00
7000	OCS System Updates	1.000	LS	180,831.00	180,831.00
10000	Mobilization	1.000	LS	8,188.00	8,188.00
14000	Insulated Joints Remove - Install Rail Plug w/Weld	4.000	EA	4,381.00	17,524.00
15000	Insulated Joint Plugs - 12EA Thermite Welds / Plug	12.000	EA	6,195.00	74,340.00
16000	Destress Track	12.000	FA	1,696.00	20,352.00
Subtotal					\$693,524.00
100000	Fee (5.25%)	1.000	LS	36,410.00	36,410.00
Bid Total →					\$729,934.00



**PROJECT REIMBURSEMENT AGREEMENT
AMENDMENT No. 1
FINANCE NUMBER 188645**

This **PROJECT REIMBURSEMENT AGREEMENT AMENDMENT NO 1** ("Agreement"), made and entered into this _____ day of _____, 2018, between the **Utah Department of Transportation**, an agency of the State of Utah ("UDOT") and **Utah Transit Authority**, a public transit district organized pursuant to the Utah Public Transit District Act ("UTA"). UDOT and UTA may be referred to hereafter as an Agency or Agencies, as the context requires.

The Parties hereto entered into a Project Reimbursement Agreement, finance number 188645, dated the 10th day of January, 2018. All the terms of the Project Reimbursement Agreement remain in full force and effect unless otherwise specified herein.

NOW THEREFORE, the Parties agree to amend the Project Reimbursement Agreement as follows:

1. Replace the first Whereas paragraph with the following:

WHEREAS, UDOT (the "Project Agency") has awarded a design-build contract for the highway Project identified as S-I15-7(324)297, I-15; SB 12300 South to SR-201 in Salt Lake County, Utah, (hereafter, the "Project");

2. Add the following paragraph after the second Whereas paragraph:

WHEREAS, Upon review of the Work in the Project Reimbursement Agreement, UTA Trax Operations have determined the single 7200 So interlocking system will not function properly to safely operate UTA trains and provide sufficient communication through the proposed cross-overs. Therefore, two independent interlocking systems located at Junction A (south side of 7200 so. bridge) and Junction B (north side of 7200 So. bridge) will be created, and

3. **Section 1 WORK AGENCY TRACK WORK.**

Replace Exhibit A-2 that is incorporated by reference in Section 1 a. ii. with the revised Exhibit A-2.

In section 1 add the following after subsection d.

- e. Work Agency will perform the engineering design and develop construction drawings for the implementation and installation of Track Work needed to establish two independent interlocking system in accordance with submitted plans.

4. **Section 2 CONTRACTOR TRACK WORK.** Add the following in section 2 after subsection iv.:

- v. Provide and install 4 new track signals.



- vi. Perform Track Driver eXtra (TDX)/Office design upgrades to accommodate wayside signals and independent movements.
 - vii. Perform TDX/Office communication and integration system.
 - viii. Install new communication conduit, fiber-optic cable, and communication cabinets.
 - ix. Provide and install necessary upgrades including, but not limited to, local control panel, signal equipment, and wiring to convert Junction B signal cabinet to a "smart house".
5. **Section 3 SCHEDULE.** Add the following in section 3 after subsection b.:
- c. Work Agency and Work Agency's Contractor agree to perform additional Track Work without requesting additional time. All Track Work will be completed by March 31, 2019.
6. **Section 4 ESTIMATED COST.** Replace the following:
- In subsection a: replace the estimated costs amount of \$578,167 with the revised estimated costs amount of \$810,904.00 as per revised Exhibit B.
- In subsection c.: replace the estimated costs amount of \$2,815,950 with the revised estimated costs amount of \$3,545,884.00 as per revised Exhibit D.
7. **Exhibit B ESTIMATE OF TRACK WORK PERFORMED BY WORK AGENCY.**
- Replace Exhibit B with the revised Exhibit B.
8. **Exhibit D ESTIMATE OF TRACK WORK PERFORMED BY WORK AGENCY.**
- Replace Exhibit D with the revised Exhibit D.



S-I15-7(324)297, Salt Lake County
I-15; SB 12300 South to SR-201
Utah Transit Authority
Charge ID No.71940 PIN 12587

Agreement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

APPROVED AS TO FORM:

UTA Legal

By: _____

Date: _____

By: _____

RECOMMENDED FOR
APPROVAL:

By: _____
Region Utility and Railroad
Coordinator

Date: _____

Reviewed:

By: _____
Statewide Utility and Railroads
Engineer

Date: _____

**UTAH DEPARTMENT OF
TRANSPORTATION**

By: _____
Project Director

Date: _____

UDOT Comptroller's Office

By: _____
Contracts Administrator

Date: _____

Approve as to Form:

By: _____
Assistant Attorney General

Date: _____

EXHIBIT B
ESTIMATE OF TRACK WORK PERFORMED BY WORK AGENCY

Description	Estimated Cost
1. Contract Administration (Est. 30 months)	\$27,072
2. Engineering and Construction Administration	\$15,900
3. Construction Oversight (assumes 30 months at approx. 20%)	\$83,655
4. Track Protection Services, assumes the following:	
a. Flagging* (assumes RWIC for <u>150-225</u> days)	\$ <u>118,200</u> <u>185,180</u>
b. Operations Switching (assumed over 30 month schedule)	\$ <u>7,290</u> <u>13,014</u>
c. Power Down Services for Track Work** (estimated at <u>8-12</u> weekends for Trackwork and <u>54-62</u> others for OCS work including foundations)	\$ <u>49,748</u> <u>58,658</u>
d. Rail Operations Supervision	\$ <u>5,460</u> <u>8,190</u>
e. Track Operations (Scheduling, Platform hosts, Ped MOT & barricades, PR, Bus Bridge assist, Track inspection/testing, etc.)***	\$ <u>172,954</u> <u>248,781</u>
5. Bus Bridging (assumes <u>8-12</u> weekend shutdowns of TRAX, Friday 11 pm to Monday 5 am)	\$ <u>97,888</u> <u>170,455</u>
Total Estimated Cost:	\$<u>578,167</u><u>810,904</u>

*Flagging services by the Roadway Worker In-Charge (RWIC) will be invoiced through the License Agreement at \$788 for an 8 hr shift and \$1,058 for a 12 hr shift. Estimate above assumes 8 hr shifts.

**Power Down services are billed at \$600 each plus Admin staff and inspection time.

***PR cost estimated at \$6,5009,750 for mobile notifications, ads, social media advertising supplement and some printed materials.

EXHIBIT D
ESTIMATE OF TRACK WORK PERFORMED BY WORK AGENCY

Track work	Qty.	Units	Unit Price	Estimated Total Cost
Traffic & Pedestrian Control	1	LS	\$38,325	\$38,325
Survey	1	LS	\$18,825	\$18,825
Mobilization	1	LS	\$108,500	\$108,500
Surface and Line Tracks Prior to Shutdowns	1400	TF	\$5.00	\$7,000
Demo & Reconstruct West Bridge Trackwork with EG	300	TF	\$425	\$127,500
Demo & Redo East bridge Track EGR Transition	55	TF	\$597	\$32,835
Demo & Install New No 10 Turnouts	2	EA	\$84,500	\$169,000
Demo & Install New No. 10 Diamond	1	EA	\$65,720	\$65,720
Demo & Install New No. 6 Turnouts	2	EA	\$63,525	\$127,050
Demo Existing OCS Foundations	2	EA	\$2,750	\$5,500
New OCS Foundations	14	EA	\$14,500	\$203,000
New Downguy Foundations	4	EA	\$13,300	\$53,200
Build Access Rd on South End of Project (20' wide)	600	LF	\$273	\$163,800
Restore North Side Access Road	500	LF	\$28	\$14,000
Systems Install and Testing	1	LS	\$1,250,500	\$1,250,000 500
Construction Contractor Fee (5.25%)	1	LS	\$125,200	\$152 \$125,200
Gas Utility Upgrade- Provisional Sum	1	LS	\$10,000	\$10,000
Electric Utility Upgrade- Provisional Sum	1	LS	\$20,000	\$20,000
Utility/Ductbank Conflict- Provisional Sum	1	LS	\$20,000	\$20,000
Subtotal Estimated Cost				\$2,559,955
Contingency to advance to 100% design and construction (10%)	1	LS	\$255,995	\$255,995
Subtotal Estimated Cost				\$2,815,950
OCS and Signal System Upgrade Amendment				
Field Engineering & Project Control	1	LS	\$19,929	\$19,929
Safety Program & Administration	1	LS	\$2,019	\$2,019
Signal System Upgrade	1	LS	\$370,341	\$370,341
OCS System Upgrades	1	LS	\$180,831	\$180,831
Mobilization	1	LS	\$8,188	\$8,188
Insulated Joint Remove – Install Rail Plugs with welds	4	EA	\$4,381	\$17,524
Insulated Joint Plugs - 12 Ea Thermite Welds / Plugs	12	EA	\$6,195	\$74,340
Destress Track	12	EA	\$1,696	\$20,352
Subtotal Amendment				\$693,524
Fee				\$36,410
Amendment Total Estimated Cost				\$729,934
Total Exhibit D Amended Estimated Cost				\$3,545,884

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 11/28/2018

Action Requested: Pre-Procurement (information only)

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

Contract #: 18-2885AB

Contract Title: Ultrasonic rail line testing

Project Manager: Dave Filby

Contract Administrator: Amanda Burton

Impacted Areas: Light Rail and Heavy Rail lines

Included in budget? Yes

Procurement method: Lowest Bidder (IFB)

Contractor: TBD

Sole-Source Reason: N/A

Total Contract Value \$ 300,000
Qty & Unit price

Contract term (Months) 60

Contract options (Months) 0

Contract start date: TBD

Contract end date: TBD

Number of responding firms: TBD

\$ Value of Next Lowest Bidder TBD

Detailed Description & Purpose:

The current contract is expiring and a new contract is needed for ongoing service. This is for Ultrasonic rail line testing of Heavy and Light Rail lines to meet FRA requirements. Ultrasonic testing evaluates the structure of the tracks to look for internal and external flaws.

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

Attachments: Contract routing sheet attached? N/A (Pre-Procurement)

Other attachments? (list)

REQUISITION FOR PURCHASE-RSS

Requisition Number 5863 OU **Department** 4425 MOW - INFRASTRUCTURE

Requested By 3611 Filby, David K
Request Date

Date 10/10

Title Annual UT Testing of Rails

Justification This requisition is to get a 5 year contract for the Ultrasound testing of the Light Rail and Frontrunner track.

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	Annual UT Testing of Rail	5	YR	60,000.0000	300,000.00	Approved	4425.50353.92		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
5724	Order Level	1456823 Hancock, David W	Approved	10/10/2018 141222
5724	Order Level	1317232 Edwards, Michael Paul	Approved	10/15/2018 154127
5724	Order Level	1440978 Cumins, Donald E	Approved	10/18/2018 145047
5724	Order Level	4835 Meyer, William Steven	Approved	10/22/2018 142336

Handwritten notes:
 10/10/2018
 141222
 10/15/2018
 154127
 10/18/2018
 145047
 10/22/2018
 142336