

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

Wednesday, December 12, 2018, 2:30-5:00 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. Approval of November 28, 2018 Board Meeting Report | Chair Carlton Christensen |
| 5. Public Comment Period | Bob Biles |
| 6. Agency Report | Steve Meyer |
| 7. October 2018 Financial Report | Bob Biles |
| 8. R2018-12-01: Resolution Ratifying the Adoption of the 2019 Budget | Steve Meyer & Bob Biles |
| 9. R2018-12-02: Resolution Giving Notice and Setting Regular Meeting Dates for Calendar Year 2019 | Chair Carlton Christensen |
| 10. R2018-12-03: Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan | Dave Goeres |
| 11. R2018-12-04: Resolution Granting Contract and Expenditure Authority | Bob Biles |
| 12. Contracts, Disbursements & Change Orders | |
| a. Contract: Onboard Video Security System (SmartDrive) | Dave Goeres |
| b. Contract: Insurance Brokerage Services (Alliant Insurance Services) | Dave Goeres |
| c. Contract: Fifteen Passenger Rideshare Vans (Larry H. Miller) | Eddy Cumins |
| d. Contract: Applicant Tracking System (JobVite) | Kim Ulibarri |

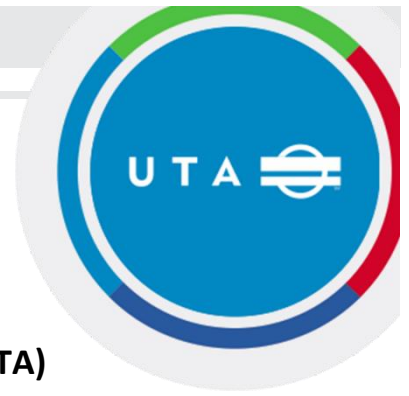
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|---|----------------------------------|
| e. Change Order: Video Interviewing Software (HireVue) | Kim Ulibarri |
| f. Revenue Contract: Ski Bus Pass Agreement (Snowbird) | Monica Morton |
| g. Disbursement: Light Rail Vehicle Parts Inventory (Siemens) | Bob Biles |
| 13. Pre-Procurements | Steve Meyer |
| 14. Closed Session | Chair Carlton Christensen |
| a. Discussion of the character, professional competence, or physical or mental health of an individual | |
| 15. R2018-12-05 Resolution Authorizing Action on Terms of Employment of Interim Executive Director | Chair Carlton Christensen |
| 16. Discussion Items | Kim Ulibarri |
| a. Recruitment of Executive Director | Nichol Bourdeaux |
| b. Salt Lake City Interlocal Agreement for Transit Master Plan Implementation | Steve Meyer |
| c. Utah County Service Level Agreement | Chair Carlton Christensen |
| 17. Other Business | |
| a. Next meeting: January 9, 2019 at 9:00 a.m. | Chair Carlton Christensen |
| 18. Adjourn | |

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

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

Light up your tree - not your home.





**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 28, 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 George Chapman and Claudia Johnson.

Mr. Chapman spoke on a variety of topics including extra service, the allocation of debt reduction funds in the 2019 budget, grant applications, the GPS feed for UTA apps, and Title VI analysis on Salt Lake City's proposed service additions. He also requested prioritization of expanded service on State Street and Redwood Road.

Ms. Johnson encouraged the agency to provide advance notice of free fare days, recommended a family day, and expressed concern about lack of evening bus service. She also suggested later service on Thursdays, Fridays, and Saturdays during the holidays.

An Internet comment from Kim Mannos was read to the board. Ms. Mannos relayed a concern about operator courtesy.

Approval of November 14, 2018 Board Meeting & Public Hearing Report. A motion to approve the November 14, 2018 Board Meeting & Public Hearing Report was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

September 2018 Financial Report. Bob Biles, UTA Vice President of Finance, reviewed the September 2018 Financial Report. A motion to accept the September 2018 Financial Report was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

R2018-11-01: Resolution Amending the Bylaws of the Utah Transit Authority.

At the request of Chair Christensen, Lisa Bohman, UTA Managing Counsel, addressed revisions to the bylaws recommended by the UTA Advisory Board.

Public Comment. No public comment was given.

A motion to approve R2018-11-01 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

R2018-11-02: Resolution Authorizing the Sale of Real Property (Orem Bus Transfer Center).

Paul Drake, UTA Senior Manager of Real Estate and Transit-Oriented Development, described the property, which consists of 0.96 acres of land located at 1145 South 750 East in Orem, Utah. The previous board authorized the sale of this property. The best and highest bid received was from University Mall Shopping Center for \$901,500. Discussion ensued. Questions on the bidding process, site occupation, and contingencies were posed by the board and answered by staff.

Public Comment. Public comment was given by George Chapman. Mr. Chapman would like the revenue from the sale to be applied to service increases.

A motion to approve R2018-11-02 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

R2018-11-03: Resolution Authorizing the Purchase of Real Property (Parcels 137:A, 137:E).

Mr. Drake described the transaction. The proposed purchase price for the property is \$500,000. Discussion ensued. Questions regarding the administrative settlement,

construction easement, and Federal Transit Administration approval of the appraisal process were posed by board and answered by staff.

Public Comment. No public comment was given.

A motion to approve R2018-11-03 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

A question was raised regarding whether proper meeting protocol was followed in the voting on R2018-11-01 and R2018-11-02. Motions and votes on R2018-11-01 and R2018-11-02 were re-verified.

Contracts and Change Orders.

R2018-11-04: Resolution Authorizing the Execution of the Contract with Michelin North America, Inc. for the Lease of Bus Tires.

Eddy Cumins, UTA Acting Vice President of Operations, Capital & Assets, explained the resolution, which allows the lease of tires and services for buses. Discussion ensued. A question on the purpose of leasing bus tires was posed by the board and answered by staff.

Public Comment. No public comment was given.

A motion to approve R2018-11-04 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

R2018-11-05: Resolution Authorizing the Execution of the Contract with Stantec Architecture, Inc. for Professional Engineering Services (Depot District).

Mr. Cumins described the contract, which provides architectural and engineering services for the bidding and construction phase services for the Depot District Clean Fuels Technology Center. Discussion ensued. A question about the procurement method was posed by the board and answered by staff.

Public Comment. No public comment was given.

A motion to approve R2018-11-05 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

R2018-11-06: Resolution Authorizing the Execution of the Contract Amendment with Stadler, US, Inc. for the Extension of Lease Agreement (Warm Springs).

Mr. Drake described the lease agreement extension, which allows Stadler, US, Inc., to remain at the Warm Springs facility through January 2019. Discussion ensued. Questions regarding the provision for a month-to-month lease after January 2019, exit timing, and improvements to the facility were posed by the board and answered by staff.

Public Comment. No public comment was given.

A motion to approve R2018-11-06 with a corrected amended lease value of \$135,520 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

Revenue Contract: 7200 South Bridge (UDOT).

Mr. Cumins summarized the contract, which allows for a signal system upgrade necessitated by the Utah Department of Transportation's 7200 South TRAX bridge replacement. Discussion ensued. A question on the timeline was posed by the board and answered by staff.

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

Pre-Procurements. Steve Meyer, UTA Interim Executive Director, informed the board about the intent to procure services for ultrasonic rail line testing.

Salt Lake City Interlocal Agreement Update. Nichol Bourdeaux, UTA Vice President of External Affairs & Constituent Services, provided an update on a proposed interlocal agreement (ILA) with Salt Lake City outlining high level terms for additional service within the city. Ms. Bourdeaux discussed routes contemplated by the Salt Lake City Transit Master Plan, the agreement's term, projected implementation, and performance assessment measurements. Discussion ensued. Questions on route selection, regional prioritization, and timing for Salt Lake City public hearings were posed by the board and answered by staff. Trustee Holbrook requested that UTA accept public comment on the ILA prior to its next board meeting.

Closed Session. Chair Christensen indicated a closed session was needed to discuss pending or reasonably imminent litigation. A motion to move into closed session was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes

from Trustee Holbrook and Chair Christensen and the board moved into closed session at 2:38 p.m.

Open Session. A motion to return to open session was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen and the board returned to open session at 3:07 p.m.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, December 12, 2018.

Adjournment. The meeting was adjourned at 3:09 p.m. by motion.

Transcribed by Cathie Griffiths
Assistant to the President/CEO
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/499649.html> for entire content.

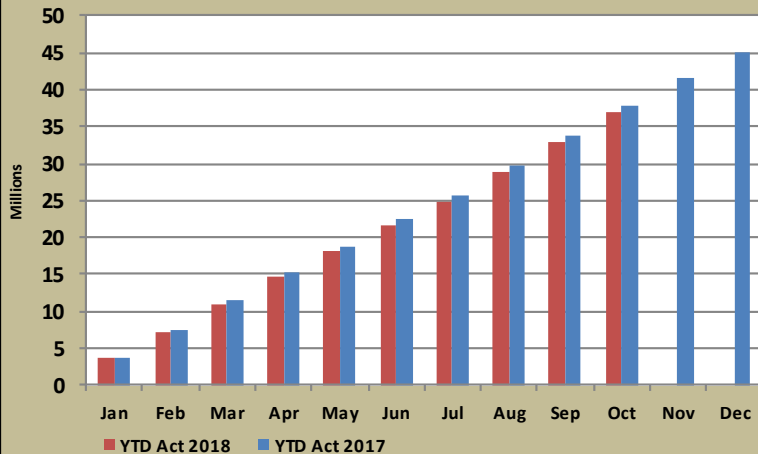
This document along with the digital recording constitute the official minutes of this meeting.

UTA Board Dashboard:

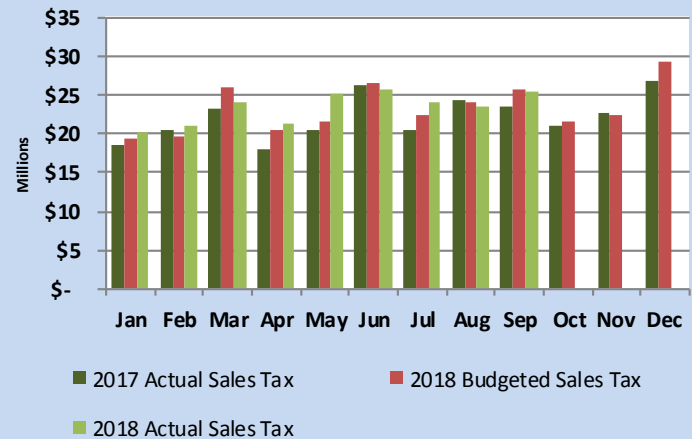
October 2018

Financial Metrics	Fav/				Fav/			
	Oct Actual	Oct Budget	(Unfav)	%	YTD Actual	YTD Budget	(Unfav)	%
Sales Tax (Septembet '18 mm \$)	\$ 25.4	\$ 25.7	\$ (0.26)	● -1.0%	\$ 210.2	\$ 205.6	\$ 4.63	● 2.3%
Fare Revenue (mm)	\$ 5.4	\$ 4.4	\$ 1.01	● 22.8%	\$ 43.1	\$ 40.6	\$ 2.54	● 6.3%
Operating Exp (mm)	\$ 23.9	\$ 23.5	\$ (0.36)	● -1.5%	\$ 224.3	\$ 230.8	\$ 6.56	● 2.8%
Investment Per Rider (IPR)	\$ 4.45	\$ 5.13	\$ 0.68	● 13.3%	\$ 4.89	\$ 5.13	\$ 0.24	● 4.7%
IPR adj for fuel price	\$ 4.42	\$ 5.13	\$ 0.71	● 13.8%	\$ 4.86	\$ 5.13	\$ 0.27	● 5.3%
UTA Diesel Price (\$/gal)	\$ 2.66	\$ 2.20	\$ (0.46)	● -20.7%	\$ 2.42	\$ 2.20	\$ (0.22)	● -10.2%
Operating Metrics	Oct Actual	Oct-17	F/ (UF)	%	YTD Actual	YTD 2017	F/ (UF)	%
Ridership (mm)	4.19	4.01	0.2	● 4.5%	37.04	37.84	(0.8)	● -2.1%
Alternative Fuels	\$/gal				YTD Actual			
CNG Price (Bus Diesel Equiv rtl)	\$ 1.18	Revenue Development (m\$)			\$ 37.33			
Debt Service	Oct Actual	Oct-17	Var	%	YTD Actual	YTD 2017	Var	%
Debt Service (net mm)	\$ 8.61	\$ 7.96	\$ (0.65)	● -8.2%	\$ 95.82	\$ 85.11	\$ (10.71)	● -12.6%

UTA Ridership Trends

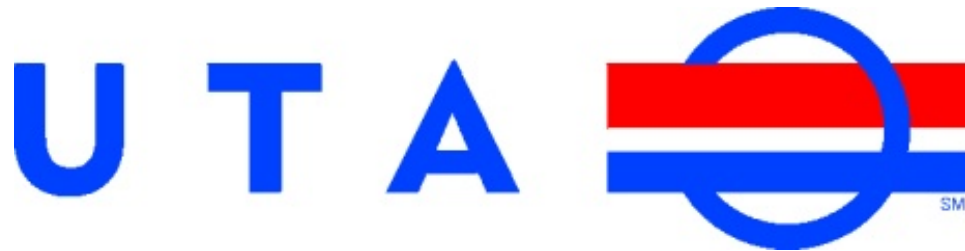


UTA Sales Tax Trends



Utah Transit Authority
Financial Statement
(Unaudited)

October 31, 2018



	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 232,386,957	\$ 227,285,370	\$ 5,101,587	2%
2 Passenger Revenue	\$ 43,124,412	\$ 40,587,287	2,537,125	6%
3 Other Revenue	\$ 65,060,601	\$ 61,497,833	3,562,768	6%
4 Total Revenue	340,571,970	329,370,490	11,201,480	3%
5 Net Operating Expenses	(224,251,028)	(230,811,774)	6,560,746	3%
Net Operating Income (Loss)	116,320,942	98,558,716	17,762,226	18%
6 Debt Service	95,817,078	95,699,684	(117,394)	0%
7 Other Non-Operating Expenses	3,787,390	4,587,500	800,110	17%
8 Sale of Assets	(2,533,329)	-	2,533,329	
9 Contribution to Capital Reserves	\$ 19,249,803	\$ (1,728,468)	\$ 20,978,271	
10 Bond Debt Service - Series 2007A CAB	69,069			
11 Amortization	(3,207,856)			
12 Depreciation	82,873,633			
13 Total Non-cash Items	\$ 79,734,846			

GOALS

RIDERSHIP

2017 Actual	October 2018	October 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	4,192,278	4,010,796	181,482	37,045,576	37,841,925	-796,350

REVENUE DEVELOPMENT

15 Federal/Local/Regional	YTD \$37,329,617
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OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR with Fuel Adjustment
16 Net Operating Expense	\$ 224,251,028	Net Operating Expense	\$ 224,251,028
17 Less: Passenger Revenue	(43,124,412)	Less: Passenger Revenue	(43,124,412)
18		Fuel Adjustment	(1,191,665)
19 Subtotal	181,126,616	Subtotal	179,934,951
20 Divided by: Ridership	÷ 37,045,576	Divided by: Ridership	÷ 37,045,576
21 Investment per Rider	\$ 4.89	Investment per Rider	\$ 4.86

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of October 31, 2018

BALANCE SHEET

	10/31/2018	10/31/2017
CURRENT ASSETS		
1 Cash	\$ 18,644,252	\$ 4,262,355
2 Investments (Unrestricted)	83,644,966	56,808,981
3 Investments (Restricted)	161,983,734	141,109,317
4 Receivables	54,977,176	50,188,596
5 Receivables - Federal Grants	21,365,786	14,712,510
6 Inventories	35,912,068	32,047,437
7 Prepaid Expenses	2,722,931	2,576,541
8 TOTAL CURRENT ASSETS	\$ 379,250,913	\$ 301,705,737
9 Property, Plant & Equipment (Net)	3,051,592,542	2,969,434,590
10 Other Assets	143,456,366	121,080,899
11 TOTAL ASSETS	\$ 3,574,299,821	\$ 3,392,221,226
12 Current Liabilities	29,157,325	\$ 24,318,226
13 Other Liabilities	286,733,849	235,571,442
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,200,514,557	2,126,802,972
16 Equity	957,017,536	892,603,465
17 TOTAL LIABILITIES & EQUITY	\$ 3,574,299,821	\$ 3,392,221,226

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	37,753,577	42,039,563
19 2015A Sub Interest Reserves		-
20 2018 Bond Proceeds	58,271,021	
21 Debt Service Interest Payable	36,218,478	33,941,615
22 Risk Contingency	7,681,187	7,514,484
23 Box Elder County ROW (sales tax)	6,857,221	6,064,500
24 Mountain Accord	149,715	189,554
25 Joint Insurance Trust	4,110,354	3,256,602
26 UT County Bond Proceeds	869,012	43,848,784
27 SL County Escrow (Streetcar Double Ttack)	3,850,202	
28 Amounts held in escrow	6,222,967	4,254,215
29 TOTAL RESTRICTED RESERVES	\$ 161,983,734	\$ 141,109,317
DESIGNATED OPERATING RESERVES		
30 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
31 Fuel Reserve	1,915,000	1,915,000
32 Parts Reserve	3,000,000	3,000,000
33 Operating Reserve	25,976,619	23,510,173
34 Early Debt Retirement Reserve	47,384,438	14,858,258
35 TOTAL DESIGNATED OPERATING RESERVES	\$ 92,192,103	\$ 56,808,981
36 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 254,175,837	\$ 197,918,298

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of October 31, 2018

REVENUE & EXPENSES

	ACTUAL Oct-18	ACTUAL Oct-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 5,443,928	\$ 4,043,981	\$ 43,124,412	\$ 42,078,800
2 Advertising Revenue	204,167	200,003	2,004,167	1,966,667
3 Investment Revenue	552,830	316,273	5,217,599	2,379,518
4 Sales Tax	21,628,487	22,653,450	232,386,957	217,237,023
5 Other Revenue	71,876	12,784,302	6,843,638	15,490,894
6 Fed Operations/Preventative Maint.	4,925,462	6,261,357	50,995,197	51,276,007
7 TOTAL REVENUE	\$ 32,826,750	\$ 46,259,366	\$ 340,571,970	\$ 330,428,909
OPERATING EXPENSE				
8 Bus Service	\$ 8,966,821	\$ 7,423,126	\$ 79,874,551	\$ 73,671,065
9 Commuter Rail	2,111,347	1,798,475	20,320,575	17,696,117
10 Light Rail	2,701,793	3,359,623	29,467,646	29,776,975
11 Maintenance of Way	1,405,750	1,707,910	13,418,018	13,536,527
12 Paratransit Service	1,934,136	1,612,240	17,512,724	16,471,267
13 RideShare/Van Pool Services	461,591	274,893	2,623,324	2,418,327
14 Operations Support	3,581,462	3,387,409	37,075,014	34,417,840
15 Administration	2,687,255	2,454,377	23,959,177	23,646,260
16 TOTAL OPERATING EXPENSE	\$ 23,850,155	\$ 22,018,053	\$ 224,251,028	\$ 211,634,378
17 NET OPERATING INCOME (LOSS)	\$ 8,976,595	\$ 24,241,313	\$ 116,320,942	\$ 118,794,531
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 488,981	\$ 435,118	\$ 3,787,390	\$ 4,170,504
19 Major Investment Studies		-	-	-
20 Offsetting Investment Studies			-	-
21 Bond Principal	182,778	766,665	10,479,444	7,446,668
22 Bond Interest	7,901,985	6,923,789	78,863,131	69,923,216
23 Bond Funded Interest - 2015A Sub			-	4,914,774
24 Bond Cost of Issuance/Fees	10,500		1,059,122	45,650
25 Lease Cost	514,896	267,981	5,415,381	2,781,283
26 Sale of Assets	2,790,075		(2,533,329)	(2,365,368)
27 TOTAL NON-OPERATING EXPENSE	\$ 11,889,215	\$ 8,393,553	\$ 97,071,139	\$ 86,916,727
28 CONTRIBUTION TO CAPITAL RESERVES	\$ (2,912,620)	\$ 15,847,760	\$ 19,249,803	\$ 31,877,804
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ -	\$ 101	\$ 69,069	\$ 158,691
30 Bond Premium/Discount Amortization	(1,069,747)	(1)	(10,720,108)	(13,212,564)
31 Bond Refunding Cost Amortization	683,649	-	6,836,491	6,851,920
32 Future Revenue Cost Amortization	67,576	67,578	675,761	675,762
33 Depreciation	11,668,462	12,560,000	82,873,633	125,600,000
34 NET OTHER EXPENSES (NON-CASH)	\$ 11,349,940	\$ 12,627,678	\$ 79,734,846	\$ 120,073,809

CURRENT MONTH

	ACTUAL Oct-18	BUDGET Oct-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 5,443,928	\$ 4,434,115	\$ 1,009,813	23%
2 Advertising Revenue	204,167	213,833	(9,666)	-5%
3 Investment Revenue	552,830	311,000	241,830	78%
4 Sales Tax	21,628,487	21,691,120	(62,633)	0%
5 Other Revenue	71,876	564,333	(492,457)	-87%
6 Fed Operations/Preventative Maint.	4,925,462	5,068,917	(143,455)	-3%
7 TOTAL REVENUE	\$ 32,826,750	\$ 32,283,318	\$ 543,432	2%
OPERATING EXPENSE				
8 Bus Service	\$ 8,966,821	\$ 8,313,040	\$ (653,781)	-8%
9 Commuter Rail	2,111,347	1,948,923	(162,424)	-8%
10 Light Rail	2,701,793	2,963,136	261,343	9%
11 Maintenance of Way	1,405,750	1,603,459	197,709	12%
12 Paratransit Service	1,934,136	1,924,188	(9,948)	-1%
13 RideShare/Van Pool Services	461,591	267,535	(194,056)	-73%
14 Operations Support	3,581,462	3,771,403	189,941	5%
15 Administration	2,687,255	2,698,129	10,874	0%
16 TOTAL OPERATING EXPENSE	\$ 23,850,155	\$ 23,489,813	\$ (360,342)	-2%
17 NET OPERATING INCOME (LOSS)	\$ 8,976,595	\$ 8,793,505	\$ 183,090	2%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 488,981	\$ 458,750	\$ (30,231)	-7%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	182,778	-	(182,778)	
22 Bond Interest	7,901,985	8,051,454	149,469	2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	10,500	5,458	(5,042)	-92%
25 Lease Cost	514,896	1,081,746	566,850	52%
26 Sale of Assets	2,790,075	-	(2,790,075)	
27 TOTAL NON-OPERATING EXPENSE	\$ 11,889,215	\$ 9,597,408	\$ (2,291,807)	-24%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ (2,912,620)	\$ (803,903)	\$ (2,108,717)	-262%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ -			
30 Bond Premium/Discount Amortization	(1,069,747)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	11,668,462			
34 NET OTHER EXPENSES (NON-CASH)	\$ 11,349,940			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of October 31, 2018

YEAR TO DATE

	ACTUAL Oct-18	BUDGET Oct-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 43,124,412	\$ 40,587,287	\$ 2,537,125	6%
2 Advertising Revenue	2,004,167	2,055,333	(51,166)	-2%
3 Investment Revenue	5,217,599	3,110,000	2,107,599	68%
4 Sales Tax	232,386,957	227,285,370	5,101,587	2%
5 Other Revenue	6,843,638	5,643,333	1,200,305	21%
6 Fed Operations/Preventative Maint.	50,995,197	50,689,167	306,030	1%
7 TOTAL REVENUE	\$ 340,571,970	\$ 329,370,490	\$ 11,201,480	3%
OPERATING EXPENSE				
8 Bus Service	\$ 79,874,551	\$ 80,893,129	\$ 1,018,578	1%
9 Commuter Rail	20,320,575	19,089,684	(1,230,891)	-6%
10 Light Rail	29,467,646	29,414,957	(52,689)	0%
11 Maintenance of Way	13,418,018	15,001,451	1,583,433	11%
12 Paratransit Service	17,512,724	19,144,544	1,631,820	9%
13 RideShare/Van Pool Services	2,623,324	2,674,857	51,533	2%
14 Operations Support	37,075,014	37,595,973	520,959	1%
15 Administration	23,959,177	26,997,179	3,038,002	11%
16 TOTAL OPERATING EXPENSE	\$ 224,251,028	\$ 230,811,774	\$ 6,560,746	3%
17 NET OPERATING INCOME (LOSS)	\$ 116,320,942	\$ 98,558,716	\$ 17,762,226	18%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 3,787,390	\$ 4,587,500	\$ 800,110	17%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	10,479,444	9,200,000	(1,279,444)	-14%
22 Bond Interest	78,863,131	79,027,998	164,867	0%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,059,122	54,583	(1,004,539)	-1840%
25 Lease Cost	5,415,381	7,417,103	2,001,722	27%
26 Sale of Assets	(2,533,329)	-	2,533,329	
27 TOTAL NON-OPERATING EXPENSE	\$ 97,071,139	\$ 100,287,184	\$ 3,216,045	3%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 19,249,803	\$ (1,728,468)	\$ 20,978,271	
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 69,069			
30 Bond Premium/Discount Amortization	(10,720,108)			
31 Bond Refunding Cost Amortization	6,836,491			
32 Future Revenue Cost Amortization	675,761			
33 Depreciation	82,873,633			
34 NET OTHER EXPENSES (NON-CASH)	\$ 79,734,846			

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 9,139,680	\$ 23,516,922	38.9%
2 INFORMATION TECHNOLOGY	2,959,571	8,594,818	34.4%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	564,234	1,035,796	54.5%
4 CAPITAL PROJECTS	9,214,092	41,057,292	22.4%
5 PROVO OREM BRT	32,766,177	40,227,000	81.5%
6 AIRPORT STATION RELOCATION	1,269,584	22,901,499	5.5%
7 STATE OF GOOD REPAIR	13,299,915	29,674,141	44.8%
8 PROP 1 PROJECTS	2,225,279	11,067,067	20.1%
9 TIGER (INCLUDING PROP#1 TIGER)	1,569,139	13,104,294	12.0%
10 TOTAL	<u>\$ 73,007,672</u>	<u>\$ 191,178,829</u>	38.2%
REVENUES			
11 GRANT	\$ 19,927,160	\$ 26,114,493	76.3%
12 PROVO-OREM TRIP	12,480,460	30,000,000	41.6%
13 LEASES (PAID TO DATE)	7,963,654	21,163,045	37.6%
14 BONDS	11,772,592	50,877,399	23.1%
15 LOCAL PARTNERS	2,839,347	14,318,487	19.8%
16 TRANSFER FROM OPERATING (PROP 1)	2,225,279	3,997,323	55.7%
17 UTA FUNDING	15,799,180	44,708,082	35.3%
18 TOTAL	<u>\$ 73,007,672</u>	<u>\$ 191,178,829</u>	38.2%

As of October 31, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Oct-18	Oct-17	2018	2017
UTA				
Fully Allocated Costs	24,090,606	22,018,053	224,251,028	211,634,280
Passenger Farebox Revenue	5,443,928	4,040,899	43,124,412	42,078,802
Passengers	4,192,278	4,010,796	37,045,576	37,841,925
Farebox Recovery Ratio	22.6%	18.4%	19.2%	19.9%
Actual Investment per Rider	\$4.45	\$4.48	\$4.89	\$4.48
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	11,847,136	9,964,725	106,607,995	99,160,964
Passenger Farebox Revenue	2,264,649	1,453,285	16,772,876	15,806,655
Passengers	1,940,542	1,751,539	16,091,898	16,354,011
Farebox Recovery Ratio	19.1%	14.6%	15.7%	15.9%
Actual Investment per Rider	\$4.94	\$4.86	\$5.58	\$5.10
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,001,362	6,581,169	61,200,720	59,808,346
Passenger Farebox Revenue	1,896,532	1,512,575	15,174,370	14,653,975
Passengers	1,591,967	1,684,898	15,014,245	15,670,413
Farebox Recovery Ratio	31.6%	23.0%	24.8%	24.5%
Actual Investment per Rider	\$2.58	\$3.01	\$3.07	\$2.88
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,476,629	3,119,841	32,763,169	30,253,578
Passenger Farebox Revenue	627,740	426,891	4,938,079	4,697,608
Passengers	500,108	408,558	4,233,981	4,034,265
Farebox Recovery Ratio	18.1%	13.7%	15.1%	15.5%
Actual Investment per Rider	\$5.70	\$6.59	\$6.57	\$6.33
PARATRANSIT				
Fully Allocated Costs	2,104,618	1,896,603	19,171,076	18,197,943
Passenger Farebox Revenue	324,047	335,358	2,976,738	3,722,802
Passengers	77,407	73,613	707,537	702,241
Farebox Recovery Ratio	15.4%	17.7%	15.5%	20.5%
Actual Investment per Rider	\$23.00	\$21.21	\$22.89	\$20.61
RIDESHARE				
Fully Allocated Costs	660,861	455,715	4,508,070	4,213,447
Passenger Farebox Revenue	330,960	312,789	3,262,349	3,197,761
Passengers	82,254	92,189	997,915	1,080,996
Farebox Recovery Ratio	50.1%	68.6%	72.4%	75.9%
Actual Investment per Rider	\$4.01	\$1.55	\$1.25	\$0.94

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Oct-18	Oct-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$11,847,136	\$9,964,725	\$106,607,995	\$99,160,964
Light Rail Service	\$6,001,362	\$6,581,169	\$61,200,720	\$59,808,346
Commuter Rail Service	\$3,476,629	\$3,119,841	\$32,763,169	\$30,253,578
Paratransit	\$2,104,618	\$1,896,603	\$19,171,076	\$18,197,943
Rideshare	\$660,861	\$455,715	\$4,508,070	\$4,213,447
UTA	\$24,090,606	\$22,018,053	\$224,251,028	\$211,634,279
PASSENGER FAREBOX REVENUE				
Bus Service	\$2,264,649	\$1,453,285	\$16,772,876	\$15,806,655
Light Rail Service	\$1,896,532	\$1,512,575	\$15,174,370	\$14,653,975
Commuter Rail Service	\$627,740	\$426,891	\$4,938,079	\$4,697,608
Paratransit	\$324,047	\$335,358	\$2,976,738	\$3,722,802
Rideshare	\$330,960	\$312,789	\$3,262,349	\$3,197,761
UTA	\$5,443,928	\$4,040,899	\$43,124,412	\$42,078,801
PASSENGERS				
Bus Service	1,940,542	1,751,539	16,091,898	16,354,011
Light Rail Service	1,591,967	1,684,898	15,014,245	15,670,413
Commuter Rail Service	500,108	408,558	4,233,981	4,034,265
Paratransit	77,407	73,613	707,537	702,241
Rideshare	82,254	92,189	997,915	1,080,996
UTA	4,192,278	4,010,796	37,045,576	37,841,924
FAREBOX RECOVERY RATIO				
Bus Service	19.1%	14.6%	15.7%	15.9%
Light Rail Service	31.6%	23.0%	24.8%	24.5%
Commuter Rail Service	18.1%	13.7%	15.1%	15.5%
Paratransit	15.4%	17.7%	15.5%	20.5%
Rideshare	50.1%	68.6%	72.4%	75.9%
UTA	22.6%	18.4%	19.2%	19.9%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$4.94	\$4.86	\$5.58	\$5.10
Light Rail Service	\$2.58	\$3.01	\$3.07	\$2.88
Commuter Rail Service	\$5.70	\$6.59	\$6.57	\$6.33
Paratransit	\$23.00	\$21.21	\$22.89	\$20.61
Rideshare	\$4.01	\$1.55	\$1.25	\$0.94
UTA	\$4.45	\$4.48	\$4.89	\$4.48

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of October 31, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 21,365,786	\$ 21,365,786				
2 Local Contributions ²	47,589,856	47,589,273				583
3 Warranty Recovery	334,190	334,190				
4 Product Sales and Development	1,377,433	971,521	262,167	116,241	3,443	24,061
5 Pass Sales	387,017	369,431	(64,768)	4,698	9,438	68,218
6 Property Management	103,114	33,920	-	19,872	-	49,322
7 Vanpool/Rideshare	19,931	9,857	2,280	5,685	(1,779)	3,888
8 Capital Development Agreements	76,913					76,913
9 Mobility Management	1,700					1,700
10 Paratransit	11,250	11,250				
11 Other ³	5,075,772	5,075,772				
12 Total	\$ 76,342,962	\$ 75,761,000	\$ 199,679	\$ 146,496	\$ 11,102	\$ 224,685

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	70.5%	19.0%	8.4%	0.2%	1.7%	
17 Pass Sales	95.5%	-16.7%	1.2%	2.4%	17.6%	
18 Property Management	32.9%	0.0%	19.3%	0.0%	47.8%	
19 Vanpool/Rideshare	49.5%	11.4%	28.5%	-8.9%	19.5%	
20 Capital Development Agreements	0.0%	0.0%	0.0%	0.0%	100.0%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	99.2%	0.3%	0.2%	0.0%	0.3%	

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

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

³ Build American Bond Tax Credits, fuel tax credit

Note:

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM OCTOBER 1, 2018 THROUGH OCTOBER 31, 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>
UT13-07TH INSURANCE BROKERAGE	6/25/2013	AON RISK INSURANCE SVCS WEST, INC.	339852	10/4/2018	\$1,786,969.68
17-2357AB VERTICAL LIFTS	10/2/2017	HOJ ENGINEERING & SALES C	339867	10/4/2018	945,105.39
VARIOUS PO's LRT INVENTORY REPLENISHMENTS	12/21/2017	SIEMENS MOBILITY, INC.	340204	10/11/2018	224,565.10
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	340215	10/11/2018	287,108.50
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	340216	10/11/2018	491,490.05
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	340221	10/11/2018	233,038.06
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	340222	10/11/2018	383,267.12
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL WITHDRAWAL		10/15/2018	211,147.95
17-2171TH LRV REPAIR SERVICES AGREEMENT	3/17/2017	SIEMENS INDUSTRY, INC.	340238	10/18/2018	465,118.56
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	340240	10/18/2018	245,292.85
14-1063JH TIMP FACILITY EXPANSION	7/29/2015	BIG-D CONSTRUCTION	340394	10/23/2018	355,567.24
15-1251TP PROVO-OREM BRT	7/15/2015	KIEWIT/CLYDE	340395	10/23/2018	3,593,977.50
14-1109TH ADA PARATRANSIT AND ROUTE DEVIATION	9/1/2014	MV PUBLIC TRANSPORTATION	340562	10/25/2018	219,050.81
15-1360 STRAY CURRENT MONITORING AND MITIGATION	4/27/2011	QUESTAR GAS COMPANY	340565	10/25/2018	507,779.13
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	340574	10/25/2018	753,939.00
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	340575	10/25/2018	1,289,591.64
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	340576	10/25/2018	326,650.92

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY RATIFYING THE ADOPTION OF THE 2019 BUDGET**

No. R2018-12-01

December 12, 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 (the "Board") of the Authority is charged by the State of Utah to complete a budget process and establish an annual budget of the Authority;

WHEREAS, as part of that budget process, the Board approved a tentative budget, provided notice for and held a public hearing, and provided copies of that budget and notice to interested persons and to those entities identified by Statute;

WHEREAS, the Board has reviewed the budget as proposed by the Authority staff, and believes that the budget reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy;

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

1. That the Board hereby ratifies the adoption of the Authority's 2019 Budget, a copy of which is attached to this Resolution as Exhibit A.
2. That this Resolution stays in full force and effect until superseded by further action of the Board.
3. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 12th day of December, 2018.

Carlton Christensen
Chair of the Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

2019 Budget Executive Summary

At its meeting of October 25, 2018, the Board adopted a Tentative 2019 Budget. Notice of the November 14, 2018 public hearing and budget information were provided to UTA stakeholders, each city and county in the UTA service area, and numerous other stakeholders. This information was also posted on UTA's website. The public hearing was held on November 14, 2018.

The public comment period concluded on November 30, 2018 and the public comments received, as well as UTA's responses are attached as Exhibit C.

The 2019 Final Budget in Exhibit A reflects the changes from the Tentative 2019 budget. The changes, as detailed on Exhibit B, are as follows:

1. Operating revenues have been increased by \$2,512,000.
 - a) It is anticipated that Salt Lake City will commit \$1,485,000 for additional service.
 - b) Salt Lake County has committed \$500,000 for increased service on the S-Line.
 - c) SB 128 changed the source of funding from a portion of motor vehicle registrations to a portion of sales tax via UDOT. UTA's portion of funding is expected to increase by \$507,000.
 - d) UTA's estimated revenue from vehicle disposal has increased by \$20,000.

2. Operating expenses have increased by \$2,512,000.
 - a) Expected costs for expanded Salt Lake City services were increased by \$1,360,000 to reflect a full, rather than partial, year of service.
 - b) Bus lease costs for expanded Salt Lake City service was increased by \$125,000 to reflect a full year's expense.
 - c) An increased contribution to UTA's early debt retirement reserve of \$537,216.
 - d) Increased bus leasing costs of \$316,961.
 - e) \$243,507 in increased Information Technology costs associated with higher estimates for professional services, licensing and parts.
 - f) Additional costs associated with the mobile pass system of \$54,000.
 - g) Additional expense associated with asset disposal of \$19,500.
 - h) Reduction of personnel expenses by \$144,184, which is associated with reclassification of certain positions.

3. Capital revenues increased by \$15,976,000
 - a) Depot District federal funding increased by \$11,000,000.
 - b) UTA funding of \$5,326,000 for light rail overhaul (\$4,300,000), TPSS --TRAX power substation work (\$500,000) and timekeeping system (\$500,000).
 - c) Funding for projects added of \$1,300,000, including local partner funding of \$900,000, State contribution of \$250,000 and UTA funding of \$125,000.
 - d) Reduction of funding for duplicate projects of \$1,650,000, including \$950,000 in local grants, local partners \$600,000 and UTA \$100,000.

4. Capital expenses have increased by \$15,976,000
 - a) A \$5,326,000 increase for Light Rail vehicle overhaul, Light Rail Substations component replacement, and timekeeping system upgrade.
 - b) A \$1,300,000 increase for U of U Hospital Hub, Sharp/Tintic Rail consolidation work and the Point of the Mountain Alternative Analysis.
 - c) An \$11,000,000 increase for the Depot District bus garage project.
 - d) A \$1,650,000 decrease due to the reduction in number of 2019 replacement buses and the removal of a duplicate expense for a Salt Lake County study.

5. The net impact of all of the above changes is an increase in operating revenue and expense of \$2,512,000 and an increase in Capital revenue and expense by \$15,976,000.

Exhibit B provides the changes by line item for each of the changes above.

**UTAH TRANSIT AUTHORITY
FINAL 2019 OPERATING BUDGET
December 12, 2018**

Exhibit A

	Actual 2017	Budget 2018	Final Budget 2019
<u>Revenue</u>			
1 Sales Tax	\$ 265,770,775	\$ 278,909,000	\$ 311,796,000
2 Federal Prevent. Maint	62,313,994	60,827,000	\$ 66,188,000
3 Passenger Revenue	52,159,203	50,337,000	\$ 53,420,000
4 Advertising	2,366,667	2,483,000	\$ 2,467,000
5 Investment Income	2,873,787	3,732,000	\$ 8,582,000
6 Other Revenues	3,954,893	4,865,000	\$ 3,545,000
7 Salt Lake City			\$ 5,356,000
8 Salt Lake County (S-line support)			\$ 500,000
9 Utah County			\$ 2,500,000
10 Motor Vehicle Registration (UDOT in 2019)		1,907,000	\$ 2,400,000
11 Total Revenue	<u>389,439,319</u>	<u>403,060,000</u>	<u>456,754,000</u>
<u>Operating Expense</u>			
12 Bus	88,928,063	97,522,000	102,107,000
13 Commuter Rail	26,014,229	27,375,000	29,064,000
14 Light Rail	46,881,375	48,964,000	49,906,000
15 Paratransit Service	19,572,367	23,010,000	22,918,000
16 Rideshare/Vanpool	2,313,313	3,210,000	3,221,000
17 Operations Support	41,932,571	45,154,000	48,097,000
18 General & Administrative	26,537,509	32,394,000	33,689,000
19 Salt Lake City service			4,950,000
20 Salt Lake County service			11,479,000
21 Total Operating Expense	<u>252,179,427</u>	<u>277,629,000</u>	<u>305,431,000</u>
<u>Non-Operating Expense</u>			
22 Planning/Real Estate/TOD/Major Program Development	5,555,198	5,505,000	6,083,000
23 Total Non-operating Expense	<u>5,555,198</u>	<u>5,505,000</u>	<u>6,083,000</u>
<u>Debt Service</u>			
24 Principal and Interest	100,443,688	113,977,000	119,584,000
25 Contribution to Early Debt Retirement Reserve		5,949,000	23,735,000
26 Contribution to Reserves			1,921,000
27 Total Debt Service and Reserves	<u>100,443,688</u>	<u>119,926,000</u>	<u>145,240,000</u>
28 Total Expense	<u>\$ 358,178,313</u>	<u>\$ 403,060,000</u>	<u>\$ 456,754,000</u>

**UTAH TRANSIT AUTHORITY
FINAL 2019 CAPITAL BUDGET - SUMMARY
December 12, 2018**

<u>Funding Sources</u>	<u>2019 Final Budget</u>
29 UTA Current Year Funding	\$ 23,113,000
30 2018 UTA Carryover Funding	\$ 23,439,000
31 Grants	\$ 50,031,000
32 Local Partner Contributions	\$ 11,009,000
33 State Contribution	\$ 4,677,000
34 2018 Bond Proceeds	\$ 19,020,000
35 Leasing	\$ 10,090,000
36 Total Funding Sources	<u>141,379,000</u>
<u>Expense</u>	
37 Provo-Orem TRIP	2,500,000
38 Airport Station Relocation	2,650,000
39 State of Good Repair	46,754,000
40 Other Capital Projects	89,475,000
41 Total Expense	<u>\$ 141,379,000</u>

**UTAH TRANSIT AUTHORITY
FINAL 2019 OPERATING BUDGET
December 12, 2018**

Exhibit B

	2019 Tentative Budget	FTE Adjustments and Transfers Between Cost Centers	SB128 Change from Motor Vehicle Registration to UDOT Payment	Department Increases (Budget for interchange fees in addition to Passport fees)	Information Technology Operations	S-Line Revenues (recognize pledged support)	Salt Lake City Services (full year plus 1/2 second year)	Updated 2019 Lease Payments (adjusted for 2018 lease rates and 2019 capital)	2019 Final Budget
Revenue									
1	Sales Tax	\$ 311,796,000							\$ 311,796,000
2	Federal Preventative Maintenance	66,188,000							66,188,000
3	Passenger Revenue	53,420,000							53,420,000
4	Advertising	2,467,000							2,467,000
5	Investment Income	8,582,000							8,582,000
6	Other Revenues	3,525,000	20,000						3,545,000
7	Salt Lake City	3,871,000					1,485,000		5,356,000
8	Salt Lake County (S-Line)					500,000			500,000
9	Utah County	2,500,000							2,500,000
10	Motor Vehicle Registration to UDOT	1,893,000		507,000					2,400,000
11	Total Revenue	454,242,000	20,000	507,000	-	-	500,000	1,485,000	456,754,000
Operating Expense									
12	Bus	104,577,000	19,500				(2,490,000)		102,106,500
13	Commuter Rail	29,064,000							29,064,000
14	Light Rail	49,906,000							49,906,000
15	Paratransit Service	23,353,000					(435,000)		22,918,000
16	Rideshare/Vanpool	3,221,000							3,221,000
17	Operations Support	48,716,000	(27,538)	54,000	20,000		(665,000)		48,097,462
18	General & Administrative	33,582,000	(116,646)		223,507				33,688,861
19	Salt Lake City service						4,950,000		4,950,000
20	Salt Lake County service	11,479,000							11,479,000
21	Total Operating Expense	303,898,000	(124,684)	-	54,000	243,507	-	1,360,000	305,430,823
Non-Operating Expense									
22	Planning/Real Estate/TOD/Major Program Development	6,083,000							6,083,000
23	Total Non-operating Expense	6,083,000	-	-	-	-	-	-	6,083,000
Debt Service									
24	Principal and Interest	119,141,755					125,000	316,961	119,583,716
25	Contribution to Early Debt Retirement Reserve	23,198,245	144,684	507,000	(54,000)	(243,507)	500,000	(316,961)	23,735,461
26	Contribution to Reserves	1,921,000							1,921,000
27	Total Debt Service and Reserves	144,261,000	144,684	507,000	(54,000)	(243,507)	500,000	125,000	145,240,177
28	Total Expense	\$ 454,242,000	\$ 20,000	\$ 507,000	\$ -	\$ -	\$ 500,000	\$ 1,485,000	\$ 456,754,000

**UTAH TRANSIT AUTHORITY
FINAL 2019 CAPITAL BUDGET - SUMMARY
UTAH TRANSIT AUTHORITY**

Exhibit B

	2019 Tentative Budget	Reallocation of 2018 Bond Proceeds to Main St. & 4th Interlocking and Delta and 150 Interlocking projects from Red Light Enforcement	Reallocation of UTA funds to light rail overhaul, TPSS component replacement, and TC1 timekeeping upgrade	Added Projects - U of U Hospital Hub, Sharp/Tintic Rail Consolidation, and Point of Mountain AA	Elimination of Replacement Buses and Duplicate of SW Salt Lake County Study	Recognize additional federal grant revenue and project costs for Depot District	2019 Final Budget
Funding Sources							
29 UTA Current Year Funding	\$ 20,488,771	\$ (2,760,358)	\$ 5,326,000	\$ 150,444	\$ (92,000)		\$ 23,112,857
30 2018 UTA Carryover Funding	23,439,285						23,439,285
31 Grants	39,989,020				(958,000)	11,000,000	50,031,020
32 Local Partner Contributions	10,709,056			899,400	(600,000)		11,008,456
33 State Contribution	4,426,604			250,000			4,676,604
34 2018 Bond Proceeds	16,259,976	2,760,358					19,020,334
35 Leasing	10,090,000						10,090,000
36 Total Funding Sources	<u>125,402,712</u>		<u>5,326,000</u>	<u>1,299,844</u>	<u>(1,650,000)</u>	<u>11,000,000</u>	<u>141,378,556</u>
Expense							
37 Provo-Orem TRIP	2,500,000						2,500,000
38 Airport Station Relocation	2,650,000						2,650,000
39 State of Good Repair	42,477,429		5,326,000		(1,050,000)		46,753,429
40 Other Capital Projects	77,775,283			1,299,844	(600,000)	11,000,000	89,475,127
41 Total Expense	<u>\$ 125,402,712</u>		<u>\$ 5,326,000</u>	<u>\$ 1,299,844</u>	<u>\$ (1,650,000)</u>	<u>\$ 11,000,000</u>	<u>\$ 141,378,556</u>

Exhibit C

2019 Tentative Budget Public Comments

Doug Wylde - I commute daily from American Fork on Front Runner to SLC Central - Blue Line to Gallivan Center. First off I have to commend you guys. The service has gotten significantly better the past couple of years. Free Zone needs more security. I've witnessed some scary stuff. I've had to buy a taser for this very reason. Almost daily I'll see a drug deal. Homeless gets mad when I don't give them money, etc. The cold season is the worst. Communication - besides Twitter - you need some other form of direct communication to customers for downed lines or delays. Perhaps a push notification on UTA app? (KSL app pushes breaking news notifications). It may push more riders to use the official app too. Give them options on what line or route the wait notifications for. Rewards system? Some kind of punch card or rewards system for Fare Pay? Push a "Save the environment" spin on it. More USB charging stations on FrontRunner would be a hipster thing to do....and Wi-Fi could always use a bump in speed. TRAX - charging station? I know it's a long shot but I had to try.

George Chapman - General Questions and Comments

The budget hearing and UTA meetings should not compete with Legislature's Interim Days.

The early debt retirement reserve (\$15 million increase) should go to bus service/span of service increase first and all other one-time funds can go, if UTA wants, to early debt retirement reserve.

UTA should increase service and span of service on several north south heavily used routes, now, like State Street and Redwood Road.

I question the use of funds for the South Davis BRT, parking for developers, TODs and the bus garage.

UTA should plan on increasing bus service NOW since taxpayers are paying the money NOW. At the latest, bus service from SB136 should start in December 2019.

George Chapman - Detail Questions and Comments

I am concerned about the significant contribution to early debt retirement reserve (from \$6 million to \$23 million) since that money should be used for restoring a robust bus system that the last UTA audit recommended. It also may encourage more borrowing in the future by UTA for big expensive projects. That \$17 million could/would/should be used to expand span of

service and eliminate the zig zag bus routes that discourage ridership. Theoretically, it could be used for a 25% bus service increase.

Not sure why the operations support detail is pulled out of the bus/rail separate line items and 48 million sounds high. I have the same concern about the general and administration detail not being included in individual line items. And if they are part of the line items, how were they divvied up.

What are the current and future grants anticipated

The Main St. /400 South Half Grand Union Interlocking Replacement project should fix the TRAX that blocks the crosswalk at a red light! There should be no reason for TRAX to block a crosswalk.

I do not support the effort to electrify FrontRunner. If UTA proceeds with the plan, it should not be spending \$3.9 million on locomotive engine rebuilds.

The \$2.5 million for outstanding right of way acquisitions for the UVX/BRT needs clarification. Is the property under eminent domain? (I remember the presentation on the splitting of the assessment value but did it get accepted by the landowners?)

UTA should be asking Delta and SLCIA and the Legislature for a \$23 million contribution from Airport Passenger Fees for the Airport TRAX station. It will require that Senator Bramble's old bill be changed.

The TIGER Grant of \$20 million should have specified that local match is \$80 million. I am not convinced that that is a good reason to actually do the projects. Being paid to burden taxpayers 80/20 is not good government. What UTA projects are part of the \$15 million 2019 cost?

I would like UTA planning to record the ridership on the S-Line to see the actual increase and if it matches the predicted increase (UTA started with a 10% increase in the 1400 passengers a day then changed it to 20 %.) Taxpayers and UTA planners should get the real effect results.

The Sandy \$3.4 million property sale should have gone to bus service increase or early debt service retirement. There should be an evaluation on the effect of eliminating 900 parking spaces with this project. It would seem to deter ridership increases in a high growth area.

Priority should be given to use Davis/Weber County Prop One funds for service increases and not shelter improvements. The BRT that Ogden government wants and is pushing is a \$62 million waste of money for a route effectively and efficiently served by the 603 bus. The BRT will not stop as often; it goes through a lot of residential neighborhoods that will fight redevelopment; and it will only save 5 minutes on a 20 minute trip!

The South Davis BRT project pulls money from a good east west expansion bus route system for a project that duplicates the Red Line and FrontRunner! It is cheaper to implement more east west lines that funnel into FrontRunner and the other bus lines that go to downtown SLC and the UofU. This project is especially wasteful if UTA constructs the Black Line. It also forces Salt Lake County taxpayers, if the BRT is pushed to the UofU or even downtown, to pay valuable funds that should be used for transit service increases in the County.

This may be a good time to reevaluate the Atlanta FarePay service.

Bus signage improvements should be real time bus/train arriving at the stop. UTA does not have to pay the patent troll that has been collecting money for the bogus patent.

The Capital Expenses chart should include the \$4+ million for the questionable, in my opinion, garage. (It is listed in the line item but it should be noted on the chart as the biggest item capital outlay.

What are the TIGER Program of Projects that will cost \$3.6 million local and 1 million UTA funding?

UTA funds should not be used for TOD or parking for development or station area planning. UTA should focus on service and not expose itself to potentially questionable deals that profit developers.

Spending \$70 million, for a bus garage, "for 5,000 additional daily riders by the year 2050" seems to be a poor investment. Why not increase frequency service/span of service. A high frequency core network would be more effective. I am not sure that the cost of stabilizing the roof will make the building earthquake resistant. An independent structural engineer should analyze the structure thoroughly. I believe that the cost for a new building would be less expensive (although I am against it).

Philip Savageau - I appreciate listing the department employee counts. This helps to share with others all those who are involved in the system not just upper management. The list of projects looks appropriate. Seeing progress on the South Davis and Ogden/WSU BRT projects is welcome news.

Florence Trent - I very strongly support the implementation of this year's budget with all the new policies and upcoming changes being considered. Regarding Paratransit I really think Paratransit buses would be a lot more comfortable to ride in and would provide a lot better quality riding and safety and luxury experience for all paratransit riders rather than the currently being considered Bubble Vans which are current in use for Paratransit Service which are extremely uncomfortable to ride in pick up every single bump of the road during the riding experience and bubble vans seem to be more like the piece of junk operation experience for all the paratransit riders.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GIVING NOTICE AND SETTING REGULAR MEETING DATES
FOR CALENDAR YEAR 2019**

R2018-12-02

December 12, 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 Utah Open and Public Meetings Act as codified in Title 52, Chapter 4, Part 2 of the Utah Code provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule and that such notice shall specify the date, time, and place of such meetings; and

WHEREAS, the Board of Trustees desires to afford stakeholders and the public greater participation and accessibility to the meetings of the Board of Trustees throughout the public transit district; and

WHEREAS, it is considered necessary and desirable by the Board of Trustees of the Authority to adopt a resolution providing for the holding and giving notice of regular meetings of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority that the Board of Trustees shall hold its regular meetings for 2019 as follows:

NOTICE OF ANNUAL MEETING SCHEDULE
BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY

In accordance with the provisions of the Open and Public Meetings Act, public notice is hereby given that the Utah Transit Authority, a public transit district organized under the laws of the State of Utah, will hold its regular meetings at the hour of 9:00 a.m. at the location of 669 West 200 South, Salt Lake City, Utah 84101 on the following dates:

January 9, 2019
January 16, 2019
January 23, 2019
January 30, 2019

February 6, 2019
February 13, 2019
February 20, 2019
February 27, 2019

March 6, 2019
March 13, 2019
March 20, 2019
March 27, 2019

April 3, 2019
April 10, 2019
April 17, 2019
April 24, 2019

May 1, 2019
May 8, 2019
May 15, 2019
May 22, 2019
May 29, 2019

June 5, 2019
June 12, 2019
June 19, 2019
June 26, 2019

July 10, 2019
July 17, 2019
July 31, 2019

August 7, 2019
August 14, 2019
August 21, 2019
August 28, 2019

September 4, 2019
September 11, 2019
September 18, 2019
September 25, 2019

October 2, 2019
October 9, 2019
October 23, 2019
October 30, 2019

November 6, 2019
November 13, 2019
November 20, 2019

December 4, 2019
December 11, 2019
December 18, 2019

The agenda of each Board meeting, together with the date, time and place of each Board meeting shall be posted in compliance with the requirements of the Utah Open and Public Meetings Act.

The Board of Trustees invites brief comments or questions from the public during its regularly scheduled Board meetings. The Chair of the Board shall determine the duration and timing of the public comment period. Persons desiring to address the Board at a regularly scheduled meeting will be given a limited amount of time to speak. A spokesperson who has been asked by a group to summarize their comments may be allowed additional time.

Approved and adopted this 12th day of December, 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF THE
AUTHORITY’S AMENDED TRANSIT AGENCY SAFETY PLAN**

R2018-12-03

December 12, 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 operates a light rail system known as TRAX (the “TRAX System”); and

WHEREAS, the TRAX System is a rail fixed guideway public transit system, the safety of which is regulated by the Utah Department of Transportation under the Federal Transit Administration’s state safety oversight laws and regulations (collectively the “SSO Rules”); and

WHEREAS, pursuant to the SSO Rules, the Authority is required to develop a comprehensive public transit agency safety plan (the “TASP”) to: (i) identify and evaluate safety risks related to the TRAX System; (ii) implement strategies mitigating such risks; (iii) establish a process for annual reviews of the safety plan; (iv) set safety performance targets; (v) assign safety responsibilities; and (v) establish a staff safety training program; and

WHEREAS, the SSO Rules require that the TASP, and any updates to the TASP, be approved by the Board of Trustees for the Authority (the “Board”) and executed by a single executive who has ultimate responsibility for implementing the TASP (the “Accountable Executive”); and

WHEREAS, the Authority has prepared a revised TASP in the form attached as Exhibit A, which revised TASP has been presented to the Board for review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the TASP attached as Exhibit A.
2. That the Board hereby designates the Authority’s Executive Director as the Accountable Executive who shall execute and deliver the TASP on behalf of the Authority.
3. That the Board hereby authorizes the Authority’s Executive Director to execute and deliver the TASP on behalf of the Authority.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the TASP.
5. That the corporate seal be attached hereto.

Approved and adopted this 12th day of December, 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

UTAH TRANSIT AUTHORITY Transit Agency Safety Plan (TASP)



UTA 
January 2019

Revision Table

Revision Date	Description of Revisions	Person Issuing Changes
November 1999	Original SSPP issue which includes the System Security Plan	Steve Cain UTA Risk Manager
January 2001	Annual Update	Ed Buchanan Rail Safety Administrator
January 2002	Annual Update (TRAX Only Removal of Bus info.)	Ed Buchanan Rail Safety Administrator
January 2003	Annual Update (Removal of System Security Plan)	Ed Buchanan Rail Safety Administrator
January 2004	Annual Update	Ed Buchanan Rail Safety Administrator
January 2005	Annual Update	Ed Buchanan Rail Safety Administrator
April 2006	Final Rule 659 changes – New standards from UDOT	Ed Buchanan Rail Safety Administrator
April 2007	Implemented the SSPP requirements for commuter railroads using <i>The Manual for the Development of SSPP for Commuter Railroads 5/15/06</i>	Ed Buchanan Rail Safety Administrator
January 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
December 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
April 29, 2010	Annual Update	Ronald W. Nickle Rail Safety Administrator
February 2011	Annual Update	Ronald W. Nickle Rail Safety Administrator
October 2012	Annual Update, (OHSAS 18001)	Ed Buchanan Safety Department
January 2013	Annual Update	Darin L. Francom Safety Department
January 2014	Annual Update	Darin L. Francom Safety Department
January 2015	Annual Update, Change document to Transit Agency Safety Plan (TASP) format in preparation for the implementation of MAP-21 requirements from 49 USC 5329 (e)	Darin L. Francom / Ed Buchanan Safety Department
January 2016	Annual Update	Darin L. Francom/Ed Buchanan Safety Department
January 2017	Annual Update	Darin L. Francom/Ed Buchanan Safety Department
January 2019	Annual Review and Update	Darin L. Francom/Sheldon Shaw Safety Department

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I. POLICY



I POLICY

Pillar I of the Transit Agency Safety Plan is **Safety Policy**. This is at its most simple, the safety policy developed, approved and signed by the authority. However, this pillar also describes UTA's commitment to safety, its objectives and safety goals and the organizational structure established and plans written to obtain these goals and objectives.

I Authority and Policy Statement

I 1.1 Introduction

Utah Transit Authority (UTA) is a special transportation district of the state of Utah. UTA was created on March 2, 1970 by the Utah Legislature. UTA is multimodal agency comprised of light rail, commuter rail, bus, and special services.

UTA's mission is to strengthen and connect communities, enabling individuals to pursue a fuller life with greater ease and convenience by leading in partnering, planning, and wise investment of physical, economic, and human resources. In accordance with the directives of Moving Ahead for Progress in the 21st Century Act, (MAP-21) and Fixing America's Surface Transportation (FAST) Act, UTA undertook the conversion of the System Safety Program Plan (SSPP) into the Transit Agency Safety Plan (TASP) in 2015. The TASP consists of a series of policies and procedures, which must be undertaken to ensure the safety of our customers, employees, emergency responders, and the general public. Development of the TASP was completed in accordance with Title 49 Code of Federal Regulations (CFR) Chapter 53, Utah Department of Transportation (UDOT) State Safety Oversight (SSO) Program Procedures and Standards; Federal Transportation Administration (FTA) and Federal Railroad Administration (FRA); rules and regulations and Utah Occupational Safety and Health Administration (Utah OSHA). The TASP is the system-wide governing safety document for all transit modes operated by UTA.

I 1.2 Authority

FTA regulates by granting authority to develop state safety oversight programs, as defined by 49 CFR 674 - In 2017 UDOT became certified under Part 674..

The FTA recognizes UDOT, as the state safety oversight agency for Utah. UDOT SSO is FTA's appointed safety oversight agency, working cooperatively to regulate UTA's light rail transit (TRAX/Streetcar), by ensuring compliance with state and federal requirements, regulations, and guidance, as applicable.

The FTA functions as both an administrator of funds for capital projects and as a federal regulator as defined by 49 CFR 659, 670 and 673. The FTA conducts regular audits of the state safety oversight agency (UDOT-SSOA), to determine the SSO's and UTA's compliance to the FTA's general requirements. UTA's light rail service TRAX/Streetcar is regulated by the FRA, FTA, and UDOT SSO agencies. Portions of TRAX right-of-way are shared with freight operations. Limited-freight operations are achieved with freight railroads through a temporal separation agreement and, and as such come under FRA jurisdiction oversight.

UTA's commuter rail service (Front Runner) is fully regulated by the FRA, and is not regulated by the UDOT-SSO, or the FTA.

I 1.3 Policy Statement

Utah Transit Authority (UTA) is committed to a positive safety culture and creating a workplace that is safe, healthy, and injury free. Our employees are our most valuable assets and their safety and health is our first priority. This policy statement applies to all personnel and every aspect of the company's activities. A positive safety culture includes ownership by all employees, effort to identify and correct deficiencies at all levels and effective communications.

UTA utilizes a Safety Management System (SMS) to prevent accidents, to reduce risk of injury and minimize damage to property and equipment. We will work proactively towards identifying and reducing the existence of hazards and risks in the workplace and in our system. As the Accountable Executive for all operations and activities I will ensure that resources are available to ensure our SMS is robust and successful. The SMS Program is managed under my authority by the Chief Safety & Security Officer.

UTA management will take steps to prevent workplace incidents, injuries, and illnesses and will provide support of safety program initiatives. They will consider employee suggestions for achieving a safer, healthier workplace; keep informed about workplace safety and health hazards, and regularly review the company safety and health program.

UTA supervisors are responsible for supervising and training workers in safe work practices. They are expected to enforce company safety rules and work to eliminate hazardous conditions. Supervisors will lead safety efforts by example.

All UTA employees are expected and encouraged to participate in safety and health program activities including reporting hazards, reporting unsafe work practices, near misses, and accidents immediately to their supervisor or a safety committee representative. All employees will wear required personal protective equipment (PPE) and participate in and support safety activities. Employees will serve as Safety Ambassadors by working safely, complying with requirements and serving as an example to others.

Disciplinary action will not be taken against an employee who acts to prevent an injury or who reports any accident, incident, or hazard. All employees are required to abide by the standards and procedures set forth in the SMS policy and the TASP. Elements such as illegal activity, negligence, acts of willful misconduct, or undue care and attention shall be considered outside the scope of this policy.

Accountable Executive

Date: _____

Steve Meyer
Interim Executive Director

I 1.4 Executive Signatures

Following general requirements and guidelines from 49 CFR 674, in compliance with the Fixing America's Surface Transportation (FAST) Act and to meet the FTA State Safety Oversight Standard, the Utah Transit Authority has developed a combined bus and rail Transit Agency Safety Plan (TASP) as our governing system safety plan.

As UTA Executives and Senior Leaders, we have reviewed and endorse the UTA Transit Agency Safety Plan. We also understand that we have the authority and responsibility for day to day implementation and operation of UTA's Safety Management System (SMS).

D. Eddy Cumins
Acting Vice President Operations and Capital

Loren Simpson
Regional GM Salt Lake BU

Robert K. Biles
Vice President of Finance

Andres Coleman
Acting Ogden Regional GM

Nichol Bourdeaux
Vice President of External Affairs

Mary DeLaMare-Schaefer
Timpanogos Regional GM

Kim Ulibarri
Chief People Officer

Cherryl Beveridge
Special Services GM

Dave Goeres
Chief Safety & Security and Technology Officer

Jeff LaMora
Light Rail General Manager

Lisa Bohman
Managing Attorney

Bruce Cardon
Commuter Rail General Manager

Mary DeLoretto
Director of Capital Projects

Dave Hancock
Acting Director of Asset Mgmt / MOW

I 2 Goals and Objectives

The Transit Agency Safety Plan (TASP) establishes formal structure and processes to be used by UTA to identify, assess, track, control, minimize, and resolve hazards associated with UTA bus and rail systems. The TASP will be used as a means of preventing injuries, incidents, system disruption, accidents, environmental damage, and other losses. It demonstrates UTA's commitment to safety and compliance through loss prevention programs. The plan is consistent with federal, state, and local regulations, and it sets forth procedures to comply with standards and conditions of industry, 49 CFR Part 659, UDOT's SSO Program Standards, and applicable FRA rules and regulations applicable to TRAX and FrontRunner as contained in 49 CFR.

The TASP applies to the planning, design, procurement, construction, activation, operations, and maintenance services of the bus and rail system. The TASP is approved by and implemented under the direction of the General Manager's Safety and Security Committee (GMSSC). UTA embraces and participates with the Utah Department of Transportation in achieving the state wide goal of "Zero Fatalities" program. "This is a goal that everyone can live with".

UTA's annual objectives (Audit Checklist) are:

- Avoidable accident rate per 100,000 miles:
 - Bus less than 1.0
 - FrontRunner less than 0.5
- Safety Performance Measure: Injuries per 100,000 miles.
 - Light Rail less than 1.1
 - Bus less than 0.2
- Safety Performance Measure: Fatalities per 100,000 miles. UTA's Goal is zero fatalities.
 - Light Rail 0.0
 - Bus 0.0
 - FrontRunner 0.0
- Safety Performance Measure: Safety events per 100,000 miles
 - Light Rail less than 2.5
 - Bus less than 0.35
- Safety Performance Measure: System Reliability. Mean distance between major mechanical failures.
 - Light Rail less than 15,500 miles
 - FrontRunner less than 23,300
 - Bus Fixed + Route Deviation less than 17,200 miles
 - Paratransit less than 22,700 miles
- Lost time employee injuries less than .75 per 100 employees
- 10% reduction of OSHA reportable injuries
- Eliminate or mitigate Serious and High Hazards

I 2.1 Goals and Management Responsibilities

The goal of UTA's TASP is to utilize and achieve the highest practical level of safety in order to protect passengers, employees, emergency responders, contractors, invitees, and property. At a minimum, the TASP ensures the following processes are incorporated into UTA's system safety programs, plans, processes, and practices to achieve its goals to:

- Define the physical, functional, and operational characteristics of its transit system with its potential impact to people, equipment, infrastructure, facilities, and its operating environment.
- Identify hazards or undesired events by examining historical data, causes, and contributing factors.
- Provide a level of safety that is consistent with transit bus and rail standards.

- Assess risks by balancing the potential frequency of a hazard occurring against the severity of the event, and quantify the event into acceptable or unacceptable categories.
- Eliminate, mitigate, or control unacceptable or undesirable hazards to acceptable levels.
- Determine if UTA's goals and objectives were achieved.
- Monitor hazard resolution effectiveness and determine if there are unexpected hazards.
- Comply with federal, state, and local rules and regulations.
- Continually improve and evaluate system safety design.

The GMSSC is responsible for the development of goals for the TASP. The chief safety officer is responsible to report directly to the GMSSC on compliance with the TASP. The TASP's intent is to:

- Establish a clearly defined safety structure with lines of authority and responsibility to implement the program, processes, and policies that integrates safety into all aspects of UTA functions.
- Provide means of measuring and achieving UTA safety goals and initiatives, and compliance with rules and regulations.
- Provide a comprehensive hazard management program to effectively identify and resolve issues.
- Set procedures for review, approval, and documentation of system modifications to existing systems, vehicles, facilities, and equipment.
- Set processes to address safety issues for activation of new systems and modifications to existing systems, facilities, and vehicles prior to initiation of service.
- Establish standards for emergency preparedness and management.
- Conduct continual internal audits, and inspections to evaluate TASP compliance.
- Ensure compliance to safety rules and regulations that impact operations or maintenance.
- Conduct an ongoing maintenance inspections program of vehicles, equipment, facilities, and maintenance cycles, with documentation and the integration of identified safety concerns into the hazard management process.
- Set safety training standards for employees and contractors.
- Establish a configuration management control process for modifications during operations.
- Establish standards for and compliance with the hazardous materials program.
- Establish standards for and compliance with the drug and alcohol program.
- Establish standards for and compliance with procurement processes.

I 2.2 Corporate Safety Policies

Guided by the principles contained in this TASP, the Chief Safety and Security Officer, under the direction of, and as approved by the GMSSC, has developed specific corporate safety and loss control policies. These policies set the framework for guiding the safety program. All UTA corporate safety policies are available on the UTA intranet.

I 2.3 Integrating Safety into all Aspects of UTA

The objective of safety at UTA is the continual improvement of our processes and operations to maximize safety to the highest practicable level. This effort is undertaken by providing continual opportunities for employees to be reminded of safety, incorporate safe practices into their operations, and multiple means for each employee to identify potential hazards.

We accomplish this through safety first messages at UTA meetings, safety committee meetings, weekly Safety messages, monthly safety posters, identification and mitigation of hazards, proactive reviews and inspections to identify potential hazards.

Within the different departments, multiple means of incorporating safety are presented. As examples:

- Safety is part of the Planning Departments “Next Tier” planning meetings to plan for safety in new projects at the earliest opportunity.
- Safety participates in the Transit Oriented Development (TOD) meetings to identify and raise safety concerns
- In new construction projects – safety is considered in Construction Safety Committee, Design and Construction Meeting, Safety and Security Working Group, and Activation Committee meetings.
- Safety has representation in the Technology Advisory Group in selection and implementation of new technology programs
- Safety works with public relations for signs, vehicle wraps, handouts, wristbands, billboards, commercials and social media to maximize the safety message to the community.
- Safety is fully incorporated into training in business units, conducts Roadway Worker Protection, Globally Harmonized System (GHS); Safety Management System (SMS), Security / Incident Command Structure training; and presents multiple updates at Manager, Corporate Staff, and Executive Team meetings.

I 2.4 Definitions

accident :	In accordance with 49 CFR Part 674, an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
certifiable items list (CIL)	A UTA-approved list of safety and security critical certifiable elements and sub-elements.
corrective action plan (CAP):	A plan developed by the rail transit agency that describes the actions the rail transit agency will take to minimize, control, correct, or eliminate hazards, and the schedule for implementing those actions.
event	Means, in accordance with 49 CFR Part 674, an Accident, Incident, or Occurrence.
face up means:	When two trains are moving toward each other on the same track due to system or operator error and have the potential to collide.
fail-safe:	A design feature that ensures the system remains safe, or in the event of a failure, causes the system to revert to a state that will not cause a mishap.
hazard:	Any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment or property; or damage to the environment.
hazard management:	The process of identification and analysis of a hazard to mitigate, control, or accept it.
incident	In accordance with 49 CFR Part 674, an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a rail transit agency.
National Transit Database (NTD):	An Internet-based system for reporting of incidents effective January 1, 2002, administered by the FTA at www.NTDProgram.com ;
occurrence	An event where there is no personal injury, nor property damage that causes disruption to rail services. Such events include close calls, near misses, and vandalism/theft.
passenger:	A person who is boarding, on board, or alighting from a transit vehicle for the purpose of travel.
Positive Train Control (PTC)	A system that uses communication-based/processor-based train control technology that is capable of reliably and functionally preventing train-to-train collisions, overspeed derailments, incursions into established work zone limits, and the movement of a train through a main line switch in the wrong position.

rail fixed guideway system (RFGS):	As determined by FTA, any light, heavy, or rapid rail system, monorail, inclined planer, funicular, trolley, or automated guideway not regulated by the FRA, that is included in FTA's calculation of fixed guideway route miles or receives funding under formula program for urbanized areas.
rail transit controlled property:	A property that is used by the rail transit agency and may be owned, leased, or maintained by the rail transit agency.
rail transit vehicle:	The rail transits agency's rolling stock, including, but not limited, to passenger or maintenance vehicles.
revenue service operation:	Any transit service operation that is available for public use.
risk:	An expression of possible loss over a specified period of time or number of operational cycles. It may be expressed as the product of hazard severity and probability.
rule:	The regulations, promulgated by the Federal Transit Administration, regarding the state safety oversight of rail fixed guideway systems. The 49 CFR Part 659 Final Rule became effective May 1, 2005.
safety:	Freedom from harm resulting from unintentional acts or circumstances.
safety critical:	A term applied to any condition, event, operation, process, or item whose proper recognition, control, performance, or tolerance is essential to safe system operation (e.g., safety critical function, safety critical path, safety critical component).
safety management system:	A method of identifying hazards and controlling risks in a work and operational environment that continually monitors these methods for effectiveness.
serious injury:	Serious injury means, in accordance with 49 CFR Part 674, any injury which: 1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2. Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3. Causes severe hemorrhages, nerve, muscle, or tendon damage; 4. Involves any internal organ; or 5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.)
State Safety Oversight Agency (SSOA):	State Safety Oversight Agency (SSOA) means the entity, other than the rail transit agency, designated by the state or several states to implement the safety and security oversight of rail transit agencies. In particular for this document, SSOA refers to the Utah Safety Oversight Program, managed by the Utah Department of Transportation.
system life cycle:	All phases of the system's life including design, research, development, test and evaluation, production, deployment (inventory), operations, support, and disposal.
<i>UDOT Program Procedures and Standards</i>	Program Procedures and Standards means a written document developed and adopted by the oversight agency (UDOT), that describes the policies, objectives, responsibilities, and procedures used to provide rail transit agency safety and security oversight.
system security plan (SSP):	Document describing the responsibilities and procedures for security of a system.
temporal separation:	Operating conventional freight/passenger and transit rail equipment at completely distinct periods of the day, and procedures to ensure strict observation of the defined operating windows.

I 2.5 Acronyms

APTA: American Public Transportation Associates
ARC: Accident Review Committee
AC: Activation Committee
BSC: Bus Safety Committee
CAP: Corrective Action Plan
CAR: Corrective Action Request
CCC: Configuration Control Committee
ED: Executive Director
CFR: Code of Federal Regulations
CIL: Certifiable Items List
CMC: Crisis Management Center
CR: Commuter Rail
CSC: Construction Safety Committee
CSSO: Chief Safety & Security Officer
DHS: Department of Homeland Security
EPP: Emergency Preparedness Plan
FAST: Fixing America's Surface transportation
FHR: Final Hazard Rating
FLSSC: Fire Life Safety and Security Committee
FRA: Federal Railroad Administration
FTA: Federal Transportation Administration
GHS: Global Harmonized System
GM: General Manager
GMSSC: General Manager's Safety and Security Committee
IHR: Initial Hazard Rating
MAP-21: Moving Ahead for Progress in the 21st Century
MOC: Management of Change
NCR: Non Conformance Report
NRC: National Response Center

NTD: Nation Transit Database
NTSB: National Transportation Safety Board
OHA: Operational Hazard Analysis
PAR: Preventive Action Request
PHA: Preliminary Hazard Analysis
POC: Point of Contact
PTC: Positive Train Control
QA: Quality Assurance
QC: Quality Control
RAP: Rail Activation Plan
RFGS: Rail Fixed Guideway System
RGM: Rail General Manager
RSC: Rail Safety Committee
SMS: Safety Management System
SOP: Standard Operating Procedure
SSCVR: Safety and Security Certificate Verification Report
SSO: State Safety Oversight
SSP: System Security Plan
SSPP: System Safety Program Plan (replaced by TASP)
SSPS: System Safety Program Standard
SSRC: Safety and Security Management Review Committee
SSWG: Safety and Security Working Group
TASP: Transit Agency Safety Plan (replaces SSPP)
TSA: Transportation Safety Administration
TVA: Threat and Vulnerability Assessment
UDOT: Utah Department of Transportation
UOSHA: Utah Occupational Safety and Health Administration
UTA: Utah Transit Authority
UVX: Utah Valley Xpress

I 3 Overview of Management Structure

I 3.1 UTA Board of Trustees and Executive Staff

UTA was incorporated on March 2, 1970, under the authority of the Utah Public Transit District Act of 1969 for the purpose of providing a public mass transportation system for Utah communities.

Legislation passed in 2018 Senate bill 136 modified the governance structure of UTA to a 3-member board of trustees, which is the legislative body for UTA and determines all questions of policy, currently governs UTA. UTA's board of trustees appoints the Executive Director (ED), who is ultimately responsible for safety. Under 2018 legislation, the board hires, sets the salaries, and develops performance targets and evaluations for the Executive Director, Internal Auditor, Chief People Officer, Chief Safety & Security and Technology Officer, Vice President of Operations, Vice President of Finance and Vice President of External Affairs. The Executive Director is charged with certain responsibilities, some of which require coordination with, or providing advice to, the board of trustees. Subject to a transition period that is required to be complete by July 1, 2018, legal counsel will be provided by the Utah Attorney General's Office.

The ED has full charge of the acquisition, construction, maintenance, and operations of the system and facilities of UTA, and of the administration of UTA business affairs. The ED supervises executive staff of chief department officers. Included in these officers, the chief operations officer is responsible for bus and rail transit operations in accordance with the direction, goals, and policies of the board of trustees. The chief safety officer has responsibility for corporate safety. The safety department reports quarterly to the ED and executive staff during meetings of the General Managers Safety and Security Committee (GMSSC).

UTA Executive Management Structure

I 3.2 Management—Key Role in Safety

UTA's safety program is incorporated into every aspect of transit services, by rail and bus service managers. Safe operations of bus and rail units are the responsibility of the regional general manager (RGM). Each operating division has an appointed RGM, who along with managers and supervisors are responsible for implementing policies and procedures for safe operations. The regional general managers of the rail and bus units have charged their management teams to effectively manage safety, and to develop safety programs, plans, procedures, training, policies, and rules to govern safety; and to fully comply with the TASP. Bus and rail maintenance facilities are staffed with a manager of maintenance responsible for the safe operation of the facility, and are supported by shift supervisors and maintenance workers during their performing maintenance, servicing, and inspection.

Supervisors' responsibilities place them at the forefront of UTA's rail and bus services safety efforts. A significant portion of their duty is to serve as frontline safety officers; monitoring, ensuring, and emphasizing safety performance, rules compliance, and promoting a strong safety climate. All employees are charged with adhering to safety, but supervisors are UTA's key to improved safety-related behavior, and positive safety outcomes. Supervisors have the responsibility to monitor safety compliance of their employees and ascertain that employees understand their job functions and the safety requirements of that job.

UTA safety compliance is managed at the lowest levels. Each employee is trained in safety, job duties, and given responsibility for their own safety and the safety with whom he/she works. All employees have the authority to halt an operation if it is deemed to be unsafe. UTA's system safety processes emphasize open and fair dialog between leaders and subordinates to increase the commitment to safety at all levels.

In an oversight role, safety administrators (rail and bus) report to the manager of safety who reports to the chief safety officer. Safety administrators have a role in executing the functions necessary to ensure safety, to include the following:

- a. Coordinate safety activities of the agency.
- b. Compile safety data and perform analysis to identify and assess operational risk.
- c. Assist in the investigation of accidents and incidents as appropriate.
- d. Review maintenance records to identify safety problems related to maintenance activities.
- e. Evaluate hazard resolutions proposed by departments.

- f. Perform analysis to identify and resolve hazards.
- g. Evaluate proposed system modifications from a safety perspective.
- h. Conduct safety audits, reviews, and inspections.
- i. Provide safety support such as field and laboratory testing.

The Safety Department will conduct regularly scheduled internal safety audits to evaluate compliance and conformance with UTA's TASP, UDOT-SSO Program Standards; and 49 CFR 659. Safety administrators serve as alternates to each other. Safety administrators work closely with management and employees, through various processes and committees, and have authority to determine compliance. When warranted, safety administrators may issue corrective action plans (CAP), non-conformance reports (NCR), corrective action requests (CAR), and preventive action requests (PAR) as part of the ISO Environmental, Quality and Safety programs. UTA is certified under OHSAS 18001 Safety Management System (SMS). Safety administrators are the designated contacts to regulatory agencies, and serve as alternate contacts to the UDOT-SSO oversight agency, Transportation Safety Administration (TSA), and Division of Homeland Security (DHS).

I 3.3 Management —Transit Agency Safety Plan (TASP)

UTA's Executive Director, having authorized and endorsed the program and resulting plans, processes and procedures, has delegated the responsibility to update and implement UTA's Transit Agency Safety Plan (TASP) to the chief safety officer. The Safety Department is responsible to oversee the writing and development of the TASP, and to conduct annual updates and revisions, and to disseminate the TASP document in accordance with UDOT SSO Program Standards, and 49 CFR 673, General Requirements.

The TASP is reviewed with and distributed to the ED, chief officers, and regional general managers who comprise the General Manager's Safety and Security Committee. The TASP is also distributed to members of the other safety committees (see chapter 5) and reviewed with new employees. In addition to the above distribution list the TASP is distributed to all employees of the Authority via email. The TASP is also made available to all UTA employees on the company intranet <http://sharepoint/Pages/default.aspx> or <http://utanet/Pages/default.aspx> . Old versions of the SSPP/TASP will be removed and replaced with latest approved TASP as they are made available. This process will be initiated and supervised under the direction of the Safety Manager.

The S: Drive on UTA's network is used for the purpose of storing and tracking past and current safety sensitive information and documents; including the TASP, incident reports, corrective action plans, hazard logs, inspections, audits etc. The S: drive is a secured drive and only accessible to safety department, designated personnel and the SSO manager. Current Data and reports are maintained and kept by the safety department and can be reviewed by the SSO Manager at any time.

I 3.4 Light Rail Service

UTA's TRAX light rail and S-Line streetcar services are managed by the General Manager of Light Rail. TRAX service began operations December 4, 1999, and serves Salt Lake County, with an annual ridership of 19,500,000 passengers. TRAX operates 48 stations over 44 miles of track that started with the North-South line, from Sandy to the Salt Lake City. TRAX service includes the Red Line which extends from Daybreak to the University of Utah Medical Center. The Green Line starts at the West Valley City Hall and runs to the Salt Lake City International Airport. The Blue line runs from Draper City in the south (12300 South) to the Salt Lake Central Station at 500 West 300 South. The S-Line Streetcar line runs from the TRAX Central Point Station at 2250 South to Fairmont Station at McClelland St. (Approximately 11th East).

Rail maintenance facilities for light rail vehicles are located at Midvale (613 West 6960 South) and Jordan River (2264 South 900 West). Portions of TRAX are under the Federal Railroad Administration's (FRA) regulation. These segments are from 1250 South to 6100 South on the North-South line and from 6400 South to 5600 West on the Mid-Jordan line. Passenger TRAX operations are temporally separated from freight operations. TRAX operates from approximately 5:00 a.m. to midnight Monday thru Sunday Freight operators utilize track in the corridor from 11:45 p.m. to 4:45 a.m. Freight movements require authorization from the TRAX Control Center (TCC).

UTA's current TRAX vehicle fleet consists of the following LRVs:

Siemens SD-100/160 Series	40
Siemens S70 Series	77 (3 in service as streetcars)

UTA's train control, including automatic block system (ABS), intersects established grade crossings which are protected by gates, flashing lights, and audible signals. Intersections within the street-running portion of the downtown/university/West Valley corridors are controlled with traffic signals and additional train operating signals.

The Director of Asset Management is supported by managers, supervisors, and maintenance of way (MOW) employees, servicing light rail and commuter rail systems, overhead catenary systems (OCS), power stations, infrastructure, and rail facilities. The Maintenance of Way department has responsibilities including light rail and commuter rail. Bus stops and rail stations and platforms, park-and-ride lots, and passenger services facilities are managed by the facilities maintenance manager.

I 3.5 Commuter Rail Service

UTA's Frontrunner commuter rail services are managed by the General Manager of Commuter Rail. FrontRunner is UTA's regional commuter rail service. FrontRunner began revenue operations on April 26, 2008, and expanded services on December 11, 2013. It serves Utah, Salt Lake, Davis, and Weber Counties, with an annual ridership of over 3.8 million passengers. FrontRunner services 16 stations on 82 miles of track, extending from Ogden to Provo.

FrontRunner is regulated by the Federal Railroad Administration, and is subject to FRA rules, regulations, and inspections. Hours of operation are, generally, weekdays 4:00 a.m.–12:30 a.m.; Saturdays from 6:30 a.m. to 12:30 am; with no Sunday service.

There are daily freight industry operations that utilize FrontRunner mainline crossover switches. Freight movements require authorization from the FrontRunner Control Center. All mainline switches are powered and can be operated by personnel in the control room. There are 82 miles of exclusive track which include a total of 60 at-grade crossings. FrontRunner trains utilize cab signals. The mainline is single track with station platform passing sidings. The trains are in a 'push-pull' configuration with diesel-electric locomotives on the north end of the consist and cab cars on the south end.

The senior executive at FrontRunner is the commuter rail general manager. The manager of rail operations and two assistant managers oversee controller/supervisors, train operators, and train hosts. Vehicle maintenance is managed by the manager of commuter rail vehicle maintenance, supported by supervisors and coach technicians, performing maintenance, servicing, and inspection on the passenger cars and locomotives. All rolling stock maintenance is performed at the Warm Springs Rail Service Center located in Salt Lake City, Utah.

UTA's FrontRunner fleet consists of the following rolling stock:

MP-36 Locomotives	18
Bombardier Cab Cars	22
Bombardier Coach Cars	16
Refurbished Comet Passenger Cars	25

I 3.6 Bus Service

UTA bus operations are managed by regional general managers (RGM) in business units with geographical boundaries including Salt Lake (Salt Lake County includes Central and Meadowbrook facilities); Mt. Ogden (Weber and Davis counties), and Timpanogos (Utah County). Special Services provides paratransit route deviation, rideshare, and vanpool services throughout the UTA service area. Paratransit services in Weber, Tooele, and Utah counties are provided by contractors.

Bus maintenance facilities are located in Ogden, Central and Meadowbrook (Salt Lake), and Timpanogos (Utah County). Special Services maintenance is located at Riverside (adjacent to Meadowbrook).

UTA Bus service includes more than 610 buses. The fleet includes hybrid-electric buses, ski buses, over-the-road coaches, and more than 100 paratransit vehicles. UTA Central division has added 47 compressed natural gas (CNG) buses to their fleet.

UTA runs two bus rapid transit (BRT) lines in Utah County and Salt Lake County that offers park-and-ride lots, ticket-vending machines, upgraded stations, limited stops, faster speeds, greater frequency, signal priority, dedicated bus lanes and specialized buses. The first MAX line opened in July 2008 and operates along 3500 South through South Salt Lake city, West Valley City, and Magna. The MAX BRT line in West Valley City uses Van Hool buses. The Utah Valley Express (UVX) bus rapid transit system opened in December 2018 with 5 miles of dedicated bus lanes servicing 18 dedicated stops along its 10.5-mile route from the Orem and Provo Frontrunner station through downtown Provo, BYU campus, UVU campus and down University Parkway in Orem. The UVX bus fleet includes 25 sixty-foot articulated New Flyer Xcelsior electric hybrid buses that can hold up to 80-passengers with ground-level boarding for ADA passengers.

I 3.7 Climate / Geography

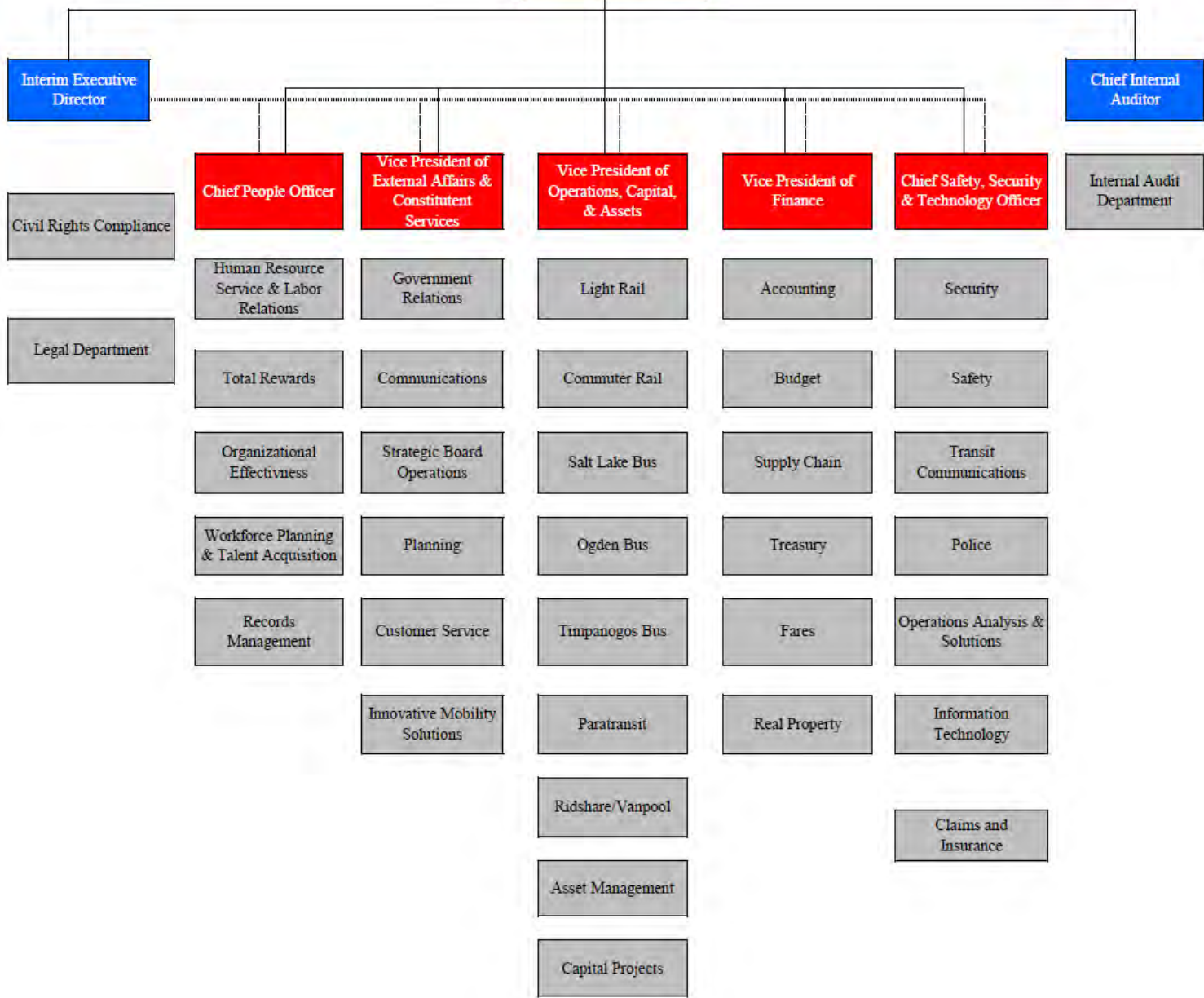
Salt Lake City normally has a semi-arid continental climate with four well-defined seasons. Summers are characterized by hot, dry weather, but the high temperatures are usually not oppressive since the relative humidity is generally low and the nights usually cool. July is the hottest month with temperatures reading 90–100 degrees F. Winters are cold, but usually not severe. The average annual snowfall is less than 60 inches at the Salt Lake City airport but much higher amounts fall in higher bench locations. Heavy fog can develop under temperature inversions in the winter and may persist for several weeks. Precipitation is generally light during the summer and early fall but may be heavy in the spring when storms from the Pacific Ocean are moving through the area more frequently than at any other season of the year.

The UTA transit services extend throughout the Wasatch Front area approximately 60 miles wide (E-W) between Park City, Salt Lake City, and Tooele Co. The area also ranges from Box Elder County on the north to Payson City, Utah County in the south, extending nearly 100 miles. Service areas include high mountain valleys situated along the western slope of the Wasatch Mountains. Elevations range from approximately 4,250 feet above sea level to greater than 5,300 feet above sea level on the benches overlooking the valleys. Service to the area ski resorts rises to over 8,000 feet above sea level. The Wasatch Fault runs the length of the UTA service area from north to south roughly tracing a line along the base of the Wasatch Mountains. Fault scarps are easily observed at various locations along the fault.

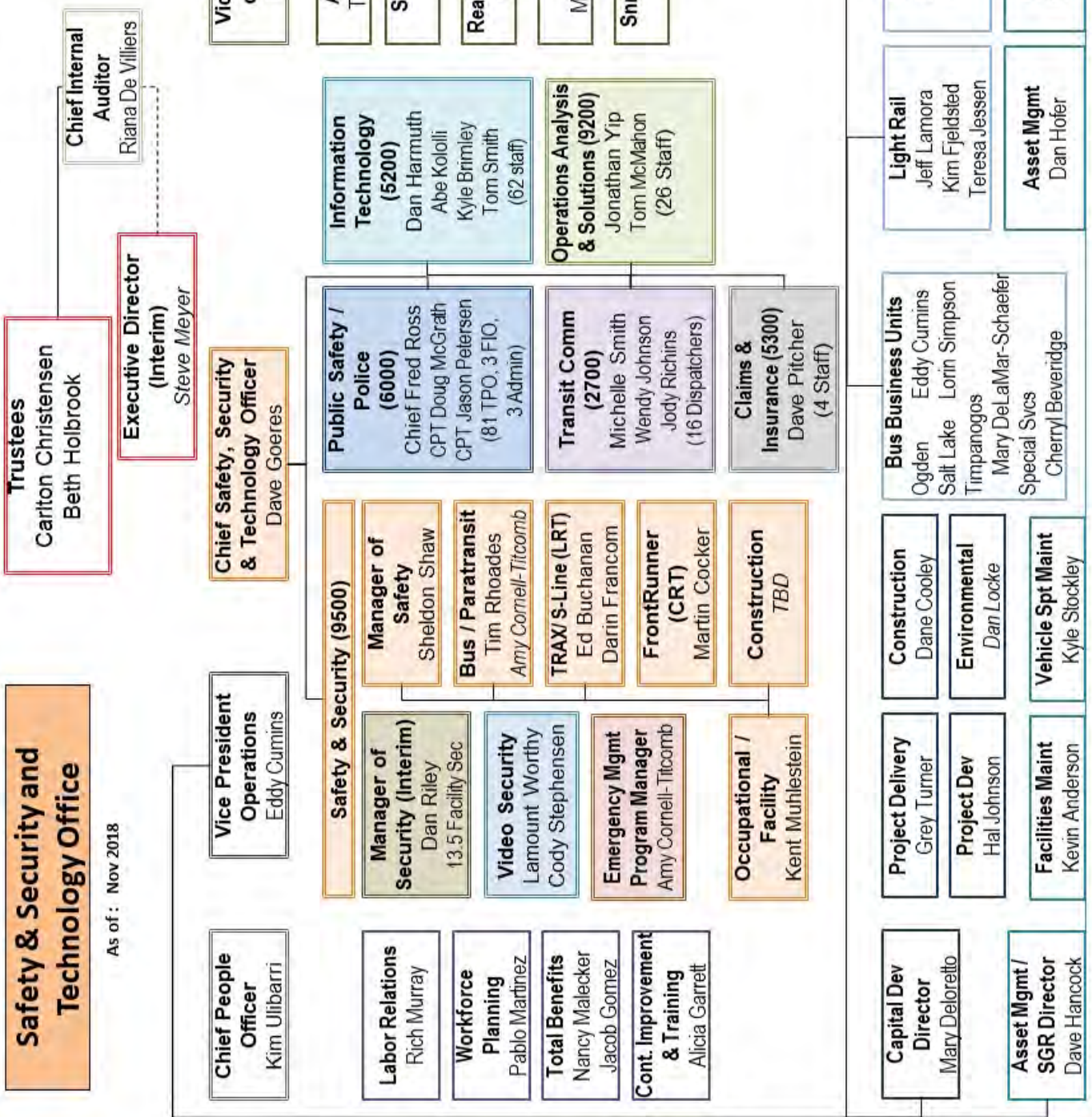
I 3.8 Utah Transit Authority Organizational Chart

UTA's organizational chart, illustrates the management structure of the organization. The Safety, Security and Technology Division organizational chart focuses on the roles of Safety Department managers and safety administrators, showing the process available to report directly to UTA's ED.

**UTA
Board of Trustees**



Revised 10/3/2018



I 4 TASP Annual Updates, Revisions, and Changes

I 4.1 Written Plans

The Transit Agency Safety Plan (TASP), System Security Plan (SSP) and the Emergency Preparedness Plan (EPP) will be reviewed and updated annually, on or before January 1st, and submitted to UDOT SSO for approval and acceptance in accordance with UDOT's *Rail Transit State Safety Oversight Program Procedures and Standards*. The plans may also be revised when and as required by the General Managers Safety Security Committee.

UDOT SSO may request in writing, modification to the plans due to audit reports, on-site reviews or, investigations. UTA will be given at least 30 days to address any requested changes. Once UDOT has approved the revised plans, UTA will transmit a signed copy of the plans to UDOT SSO in an unalterable electronic format.

Comprehensive emergency management plans have been developed for UTA and are part of the UTA Emergency Preparedness Plan (EPP). Each mode within UTA has the requirement to develop their specific emergency response plan. *TRAX Emergency Response Plan and FrontRunner Emergency Preparedness Plan*. These plans detail activities and responsibilities for Rail Service personnel and are the responsibility of the rail safety administrator. The *Rail Services Emergency Preparedness Plan* must meet the requirements of 49 CFR Part 239 and is reviewed annually and updated as needed. UTA's Chief Safety and Security Officer is accountable to senior management for the accuracy and timeliness of all TASP, SSP and EPP updates approvals and distribution to include FRA, UDOT, SSO manager, and managers and supervisors at the Rail Service Center. UTA's Safety Department will coordinate with UDOT-SSO to develop, review, update and distribute the plans. UTA's safety department is responsible to evaluate compliance and or deficiencies with UTA's safety emergency preparedness programs, UDOT-SSO program, 49 CFR 673 general requirements, and FRA regulations, initiatives, and programs, as applicable.

The UTA *System Security Plan* (SSP) details the security program for UTA and includes the TRAX light rail and the FrontRunner commuter rail line. This plan describes the system security and the threat and vulnerability management process employed by UTA Transit Police organization. This plan details how state and local law enforcement agencies and UTA Transit Police work together to provide for a secure system. Involvement of UTA security managers and local law enforcement personnel is essential for a strong cooperative security effort.

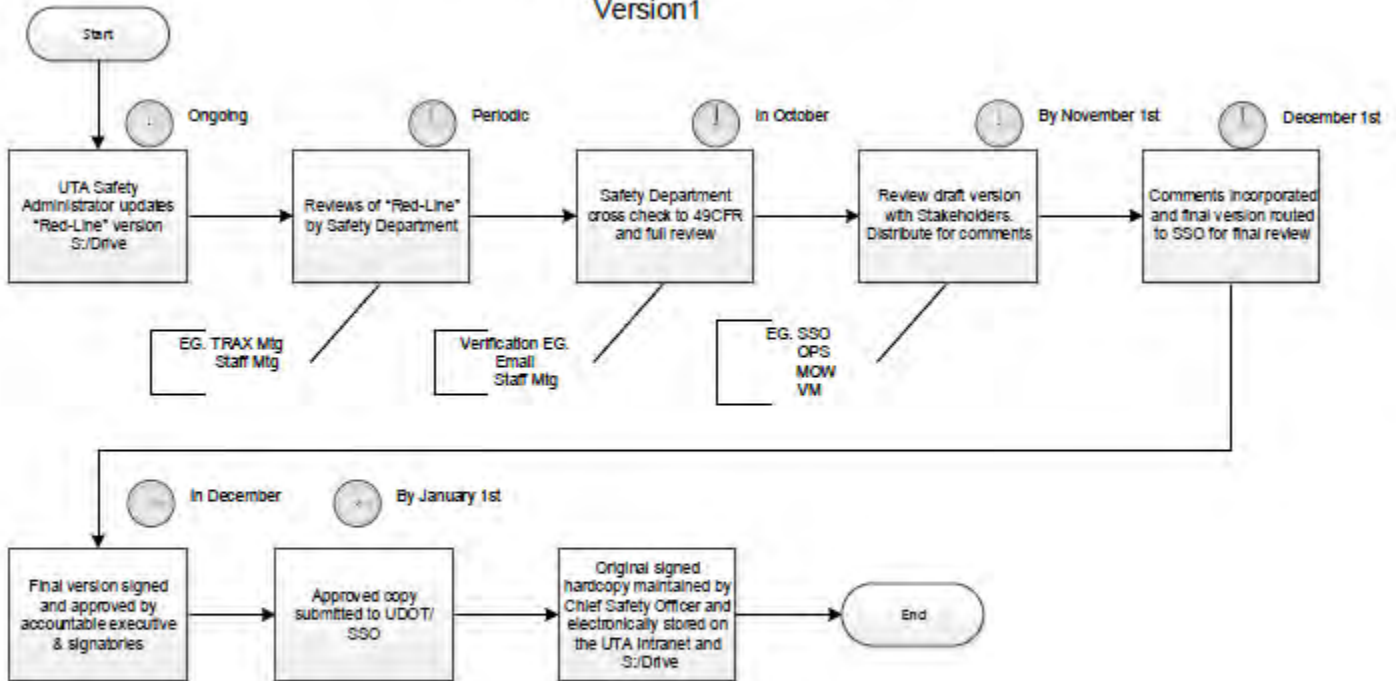
The plans are controlled documents that are applicable to all UTA employees and contractors. Copies are distributed to members of the GMSSC, UTA managers, and Safety Committee members and are sent to all UTA employees via email. The current TASP is also available on the intranet and is updated as new versions are made available. (Note: The SSP is not distributed as it is a security sensitive document. It may be reviewed after an approved written request is made).

I 4.2 TASP Annual Update Process Flow Chart

TASP Update Process

Process Number: SMS-1

Version 1



Process Executive: Chief Safety Security and Technology Officer
 Process Owner: Safety Manager

Revised: November 6, 2018

I 4.3 Emergency Management Team Meetings

Emergency management meetings are conducted quarterly within each business unit. Quarterly emergency response team committee meetings are also conducted and each business unit sends representatives to attend. Emergency Management training is further explained in the EPP. These meetings are either conducted separately or part of the existing safety committees.

Fire Life Safety and Security Committee meetings are conducted each month. The rail safety administrator, along with an operations supervisor and a vehicle maintenance supervisor represent the Rail Services employees in the planning and coordinating of emergency activities at these meetings. Emergency response organizations are informed of the rail system and important fire/life safety features. These meetings provide an informational forum and interface to address emergency concerns. Meetings with external agencies are coordinated for training, information, exercising, and to provide familiarization training for local first responders. Exercises, types, reports, and schedule is also explained within the EPP.

II. RISK MANAGEMENT



II RISK MANAGEMENT

Pillar II of the Transit Agency Safety Plan is **Risk Management**, describing how UTA identifies, evaluates, tracks and mitigates hazards and risk in the organization and on the transit system. In this pillar, the processes undertaken by the authority are provided in sufficient detail to be effectively undertaken. Acceptable risk levels, performance targets and mitigation measures are established.

II 1 Risk Management Program

II 1.1 Hazard Management

The management of identified hazards is a vital component of the UTA Safety Management System. A hazard is defined as a condition or set of conditions, internal or external to the UTA system, which when activated could cause injury or death or damage or loss of equipment or property. An unacceptable hazard is a condition that may endanger human life or property or result in system loss. This includes harm to passengers, employees, contractors, equipment, and to the general public. These hazardous conditions must be mitigated. Hazards are identified in several different internal and external sources. Hazards may be observed in the operating environment, through procedures, during system modifications and capital projects, accidents, extensions or operational changes.

The Hazard Management Program applies to all UTA employees and obligates everyone to constantly observe hazards in their work areas and report them to their safety committee, the safety administrator or to their supervisor or manager. The overall hazard management program incorporates a system-wide hazard identification process, including activities for:

- a. Identification
- b. Investigation
- c. Evaluation and analysis
- d. Mitigate or elimination
- e. Tracking
- f. Ongoing reporting to UDOT SSO and UTA corporate staff relating to hazard management activities and status

II 1.1.2 Local Hazard Management

UTA Department Managers play a key role in the hazard management process and ensure that the process has been fully integrated within their departments. Managers also ensure the following elements of the hazard management process are present in their departments:

- a. Ensure employees have the ability to report hazards to management in person or through the use of a hazard identification form;
- b. Ensure hazards are placed on a local hazard log for tracking and documentation;
- c. Represent management or select designee to represent management on a local safety committee;
- d. Ensure each hazard has been assigned to a specific individual /POC;
- e. Participate in assigning hazard ratings (in accordance with the UTA Risk Assessment Matrix); and
- f. Ensure employees receive appropriate hazard management training.

II 1.1.3 Local Hazard Logs

Department managers ensure local hazard logs are used to track hazards at the departmental level within UTA. These logs are maintained within the department and are reviewed by the local safety committee on a monthly basis. Hazards placed on the local log receive their initial and final hazard rating using UTA's 21 box hazard rating matrix. Management should give hazards their initial rating when hazards are received and final ratings when they are closed. Management should also present hazards to the local safety committee for hazard ratings or employ the Safety Department for assistance in rating hazards. Hazard ratings should be changed when new information or as a result of data analysis.

II 1.1.4 Corporate Hazard Management

When a hazard is identified as needing mitigation that requires cost or changes beyond that of the local safety committee or department abilities, the hazard will be elevated to the corresponding Safety Department Hazard Logs and be reviewed by the Safety and Security Review Committee (SSRC). The SSRC represents key department managers that has the ability to make decision and employ multiple disciplines at UTA and has access to higher level budgeted solutions.

II 1.1.5 Safety Department Hazard Logs

Safety Administrators (SA) are responsible for the maintenance of Safety Department Hazard Logs. They ensure that hazards meeting defined criteria are entered onto the Safety Department Hazard Logs. Hazard rating can be assigned by the either the Safety Administrator or the SSRC. The following are Specific hazards that are identified and mitigated at the corporate level:

- a. Unacceptable hazards (High Hazards);
- b. Hazards identified from audits from outside agency's (UDOT SSO, FTA, FRA, OSHA)
- c. Hazards identified from accident investigations;
- d. Hazards where corrective action will cost more than \$25,000;
- e. Serious or high hazards on local department hazard log over 180 day; or
- f. When warranted by the Safety Department

II 1.1.6 Corrective Action Plan (CAP)

Corrective action plans are utilized within UTA for hazards that meet certain criteria. The hazards identified in the section above require the usage of a corrective action plan.

In the following instances corrective action plans must receive prior approval by the SSO Manager before corrective action plans may be carried out:

- a. Unacceptable hazards (High Hazards);
- b. Audit findings from regulatory agencies resulting in Non-conformance (UDOT, FTA, FRA, OSHA);
- c. Accident investigations requiring corrective action,
- d. Testing or audits of Industrial Hygiene which potentially exceed OSHA PEL limits

CAP's are assigned a specific tracking numbers by Safety Administrators and are placed on the Safety Department hazard log with its associated hazard. CAP's must contain at a minimum:

- a. A person of responsibility for the corrective action
- b. A proposed completion date
- c. Plan approval when applicable

II 1.1.7 Corrective Action Plan Development

Corrective action plans are developed by department managers/designee in conjunction with the Safety Department and associated safety committees (Local Safety Committee, SSRC, and GMSSC). Accident Evaluation Groups are also utilized when developing CAP's resulting from hazards identified after an accident. Safety Administrators ensure that the CAP process is followed and properly tracked until it is closed. Corrective action plans may be tracked on hazard logs or on a CAP form.

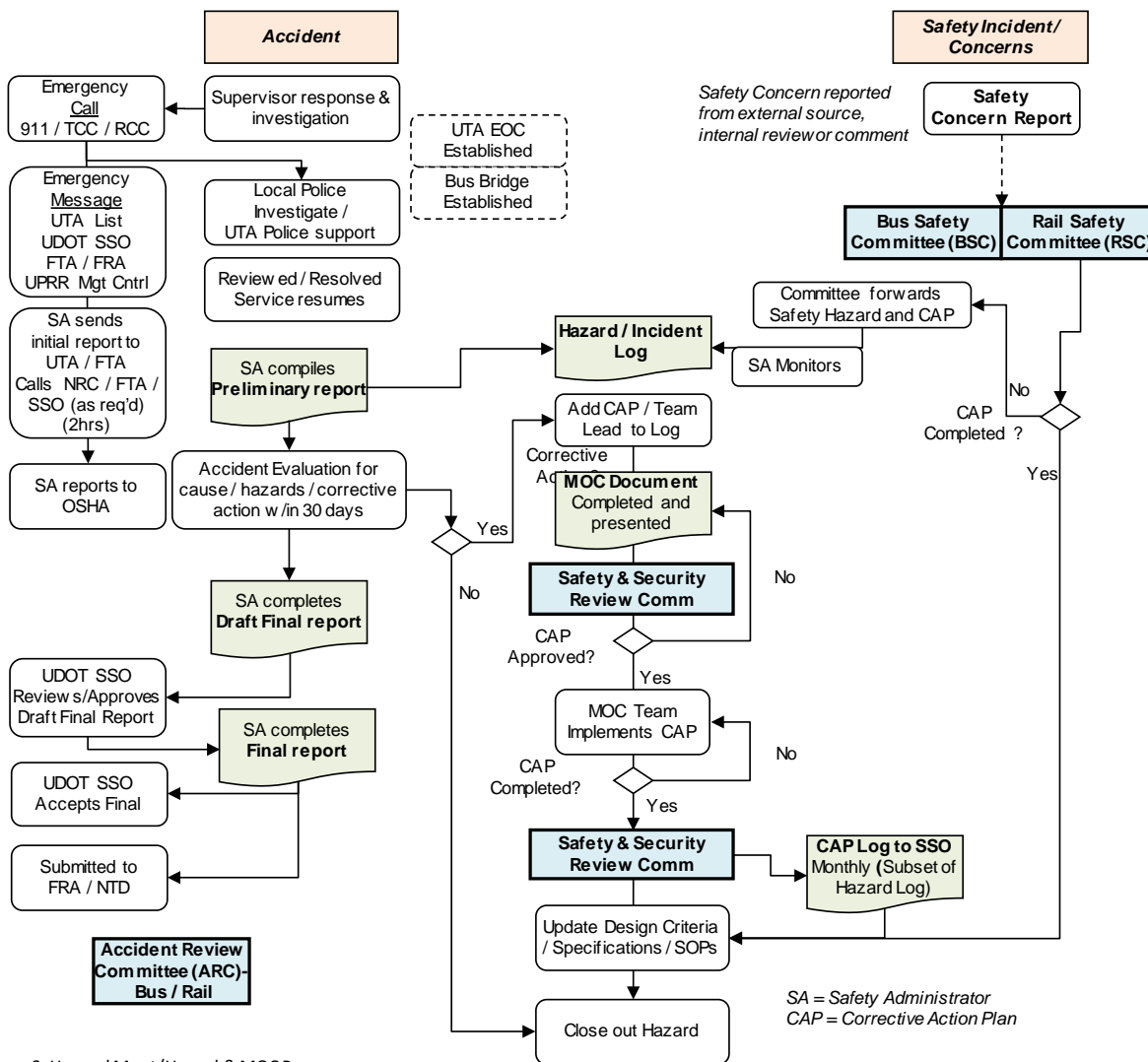
II 1.2 Hazard Process Overview

UTA's hazard process includes light rail, S-Line, commuter rail, and bus systems. The following hazard management flow chart lays out an overall description of how hazards are identified, evaluated, analyzed, controlled or eliminated, tracked and reported to UTA senior management and UDOT State Safety Oversight.

- a. The Safety Administrators assigned to TRAX, FrontRunner, and Bus are the primary points of contact (POC) for the hazard management process.

- b. Safety Committee members for rail and bus identify, evaluate, and analyze hazards.
- c. The Safety Administrator will enter identified hazards into the hazard log for that mode (bus, TRAX or CR-rail).
- d. The Safety Administrator and or committee develops a Corrective Action Plan (CAP) for each unacceptable and undesirable hazard entry and identify point of contact or owner of the hazard and places this information on the hazard log for tracking purposes.
- e. CAP's may also be identified as a result of an incident and investigation. (Section 10 CAP development from accidents)
- f. Safety committee members also participate in the evaluation and control or elimination of the hazard.
- g. Hazards must be mitigated at the lowest level possible. However, when a hazard is identified as having a mitigation that involves multiple departments, or requires cost or changes beyond the safety committee or department abilities or budgets the hazard will be elevated to the Safety and Security Review Committee (SSRC). The SSRC represents key department managers and has the capability to employ multiple disciplines at UTA and has access to higher level budgeted solutions.
- h. Recommendations/Results from Contractor or Internal audit, testing, industrial or environmental sampling results requiring corrective actions will be placed in the hazard log for follow up and possible need for retesting for compliance with Safety or environmental requirements.
- i. If mitigation or control of a hazard is not achieved through the SSRC, the hazard mitigation process may be elevated to the General Manager's Safety and Security Committee (GMSSC) for final resolution.

Hazard Log Process



S: Hazard Mgmt/Hazard & MOC Process

II 1.3 Hazard Identification

Identification of hazards is the responsibility of all UTA employees and contractors. The continuous identification, monitoring, and elimination of hazards is key to an effective system safety program.

- a. Hazard identification methods include, but are not limited to the following:
- b. Observation, inspection, and interaction of all UTA employees and contractors,
- c. Reports from safety committee members, passengers, customer service, and field personnel,
- d. Evaluation of accidents, incidents, near misses, to include data trends and projections.
- e. Preliminary Hazard Analysis (PHA) of a design or new construction,
- f. Safety certification, system integration testing, pre-revenue testing, system modification, configuration management verification, and inspection processes,
- g. Operation Hazard Analysis (OHA) of revenue operations
- h. Internal and external safety audits, inspections, observations, defects, findings, observations, violations, and reviews
- i. Controller logs, daily operating clearances/bulletins, and training feedback
- j. "Lesson learned" inputs.
- k. Review of applicable regulatory codes and standards

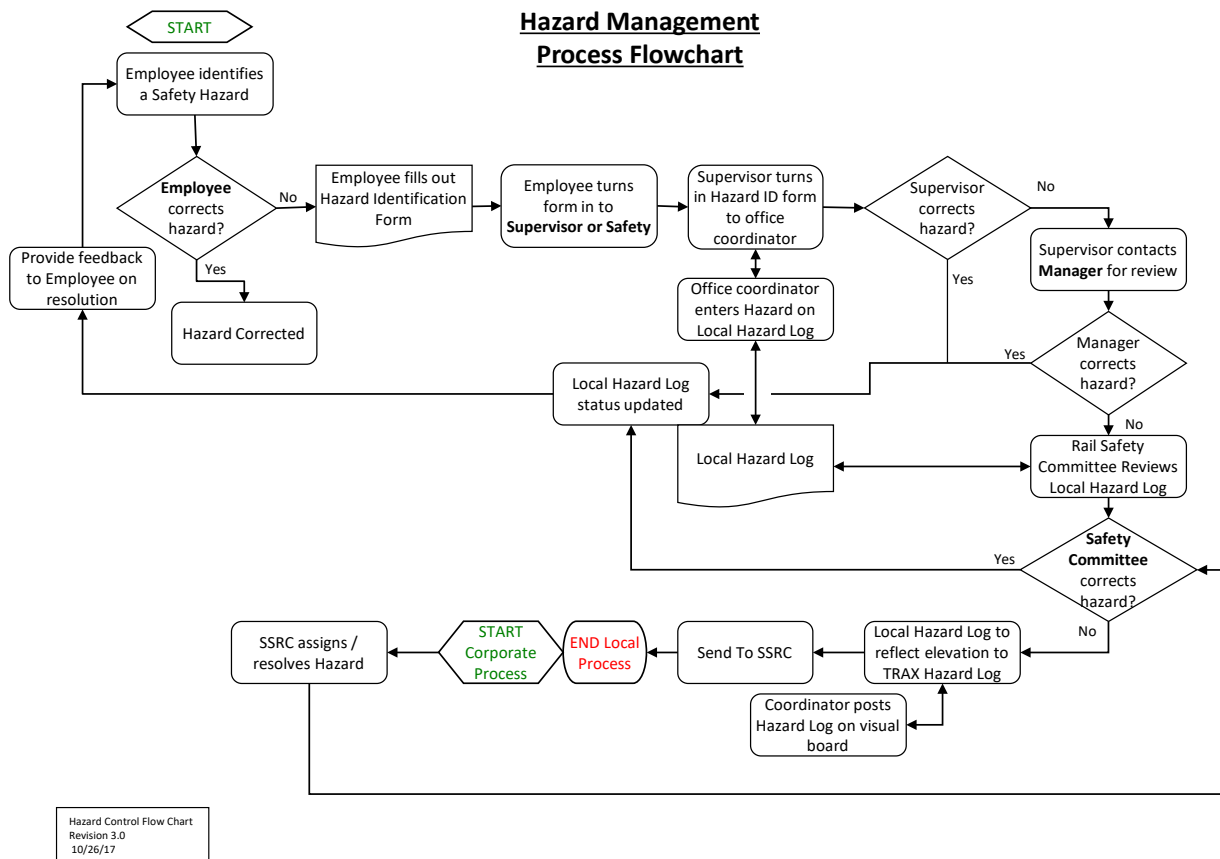
- l. "NTSB, FRA, FTA,SSO, OSHA, safety recommendations, guidance, initiatives, and alerts
- m. Nonconformance Reports, Corrective Action Reports and Preventive Action Reports (NCR,CARS and PARS) that may arise from UTA ISO 14001 Environmental and 9001 Quality, or OHSAS 18001 Safety Management Systems audits.

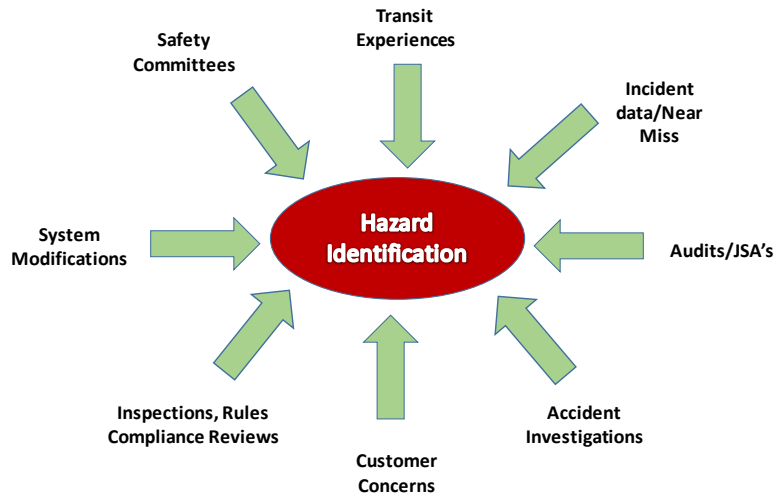
Examples of observed hazards may include:

- a. An uneven sidewalk joint that could cause a trip and fall
- b. Opening in a section of corridor fencing which allows access of a trespasser
- c. A forklift that has an oil or hydraulic leak
- d. Ice formation on stairway
- e. Missing fire extinguisher in a maintenance shop



The UTA hazard logs (by mode - Bus, CR, TRAX) are managed by the safety administrators (SA). Hazards identified by an employee to his/her supervisor may be resolved by the employee and supervisor. For example, a discharged fire extinguisher may be identified by an employee and brought to the attention of his/her supervisor and the supervisor gives the employee authorization to order a newly charged extinguisher from the supply room for a replacement. If the supervisor is unable to solve the identified hazard, he/she will forward the hazard to a safety committee representative to be brought to the safety committee for resolution. The safety committee and SA will review the hazard and assign an initial hazard rating (IHR) and place the hazard on the hazard log to be tracked. The following flow process is followed by employees in identifying and correcting hazards at the employee/supervisor level and actions taken to move the hazard to the safety committee and beyond if necessary.





Potential Sources of Hazard Identification

II 1.4 Hazard Investigation, Evaluation, and Analysis

UTA is currently in the process of developing a data base where incidents and observed hazards can be tracked and analyzed for leading indicators of potential hazards. This will allow management to be proactive in correcting hazards.

Safety concerns should be identified and corrected at the lowest level (employee/department) as soon as practicable. Safety concerns that are not eliminated at this level are reported to the safety administrator. Reported concerns will be assessed by the SA and or safety committee to determine if a safety hazard exists and assign an initial hazard rating (IHR).

II 1.4.1 Root Cause Analysis and accident evaluation

Hazards are investigated as they are identified through evaluating accidents, incidents, and close calls. Hazards originating from accidents are reviewed by the safety administrator and accident evaluation groups as necessary. As part of evaluating accidents and incidents, root cause analysis is used to help focus on the bottom-line fundamental cause and determine the most effective solutions to mitigating hazards. The primary purpose of the accident evaluation group is to determine the cause of the accident and any contributing factors that may have contributed to an accident. A third party expert may be used to assist with an investigation if it is deemed necessary.

II 1.4.2 Hazard Reporting Threshold to UDOT

UTA will notify UDOT of all hazardous conditions that affect the immediate safety or security of the rail system. At a minimum, UTA notifies UDOT within one business day, according to the notification procedures in the UDOT standard, of hazardous conditions that are rated as HIGH and set forth in the transit agency's Hazard Identification/Resolution Matrix.

UTA is responsible for assigning severity/probability ratings to hazardous conditions. UTA will include in its hazard log and hazard management process all hazardous conditions, incidents, occurrences, and discoveries that meet the criteria listed below:

- a. Incidents involving individuals working in the transit agency-controlled right of way that are investigated by the transit agency.
- b. Malfunctions of safety-critical systems that could result, or have resulted in catastrophic or single-point failure.
- c. Broken or missing safety-critical equipment, infrastructure, or systems that could result, or have resulted, in employee or passenger injury, or damage to UTA property.

- d. Discoveries of systemic or patterns of employee non-compliance with transit agency rules and procedures.
- e. Rail transit vehicle collisions with fixed objects on the mainline or in the yards.
- f. Rail transit vehicle derailments in the yards.
- g. Face-up or near miss of rail vehicles.
- h. Grade crossing warning system activation failure.
- i. Speed restriction or track closure due to track or facility damage.
- j. Fire or smoke on the track, on a vehicle, or in a facility.
- k. Broken or loose wheel or axle.
- l. Fallen or dragging rail vehicle equipment
- m. Split switch without derailment
- n. Train uncoupling in revenue service.
- o. Signal violation or overrun.
- p. Unauthorized train encroachment or overrun into work zone.
- q. Vehicle door openings on the wrong side, off station platforms, or during train movement.
- r. Incapacitated operator in revenue service.
- s. Exposed energized electrical conductors or equipment that can be contacted by passengers or employees.
- t. Employee or patron electric shock.

II 1.4.3 Hazard Analysis Matrix

UTA’s hazard analysis matrix shown below, provides the ability to assign hazards a specific hazard rating based on a combination of severity and probability. Hazards may be rated as HIGH, SERIOUS, MEDIUM, LOW, and ELIMINATED.

UTA RISK ASSESSMENT MATRIX (21 Box)

SEVERITY					
Severity Level		Injury or Occupational Illness	Other than Injury		
			Property Damage (PD)	System disruption (SD)	Evacuation
1	Catastrophic	Death (does not include suicides, or death by natural causes)	> \$ 250,000;	> 24 hrs	Fire / Life Evacuation
2	Critical	Fracture, Severe Bleeding, Paralysis, Brain injury, Dismemberment	\$250,000 – \$100,000	12 - 24 hrs	
3	Marginal	Bruising, Abrasions, Bleeding, Sprains/Strains (Ambulance transport)	\$100,000 – \$25,000	4 – 12 hrs	
4	Negligible	Bruising, Abrasions, Sprains/Strains (No Ambulance transport)	< \$25,000;	< 4 hrs	

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies and/or procedural efficiencies for system, subsystem or component failure or malfunction. Hazard severity is ranked as shown above.

PROBABILITY					
Probability Level		Likelihood of event in life of an Specific item	MTBE*in Operating Hours (oh)	Occurrence within Fleet or Inventory	MTBE in days
A	Frequent	Will occur frequently	< 1,000 OH	Continuously Experienced	1 per month
B	Probable	Will occur several times	1,000 – 100,000 oh	Will occur frequently	1 per year
C	Occasional	Likely to occur sometimes	100,000 – 1,000,000 oh	Will occur several times	1 per 2 years
D	Remote	Unlikely but possible to occur	1,000,000 - 100,000,000	Unlikely, but can be expected to occur	1 per 5 years
E	Improbable	So unlikely, assumed occurrence may not be experienced.	> 100,000,000 oh	Unlikely to occur, but possible	1 per 10 years
F	Eliminate	Actions taken to remove the hazard / conflict	Never	Will not occur	N/A

*Mean Time Between Events The likelihood that hazards will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items, or activity. The probability may be derived from research, analysis, and evaluation of historical safety data.

UTA Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
PROBABILITY	A. Frequent	High	High	Serious	Medium
	B. Probable	High	High	Serious	Medium
	C. Occasional	High	Serious	Medium	Low
	D. Remote	Serious	Medium	Medium	Low
	E. Improbable	Medium	Medium	Medium	Low
	F. Eliminated	Eliminated			
Resolution Requirements					
High *		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		

II 1.4.4 Hazard Severity

Hazard severity is a subjective determination of the worst case that could be anticipated to result from human error, design inadequacies, component failure or malfunction. The categories of hazards based on the modified MIL-STD-882 are as follows:

Category 1 Catastrophic - Operating conditions are such that human error, design deficiencies, element, subsystem or component failure or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation

Category 2 Critical - operating conditions are such that human error, subsystem or component failure or procedural deficiencies may cause severe injury, severe occupational illness or major system damage and require immediate corrective action.

Category 3 Marginal - Operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.

Category 4 Negligible - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in less than minor injury, occupational illness or system damage.

The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

II 1.4.5 Hazard Probability

The probability of a particular event or a specific hazard occurring may be defined as a non-dimensional ratio of the number of times that a specific event occurs to the total number of trials in which this event will occur during the planned life expectancy of a system. Generally, hazard probability is described qualitatively in potential occurrences per units of time, miles, trips/runs or passengers carried. A hazard probability may be derived from the analysis of transit system operating experience, evaluation of UTA safety data, the analysis of reliability and failure data, or from historical safety data from other passenger rail systems or bus systems. (see Matrix)

II 1.4.6 Hazard Ratings

UTA has adopted a system for assessing the level of risk for each identified hazard to determine what action(s) must be taken to correct or document the hazard risk. This assessment system has been incorporated into the formal system safety analysis which enables the Safety Administrators or safety committees as decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

The Hazard Matrix (1.4.3) identifies the hazard risk index (HRI) based upon hazard category and probability and the criteria for defining further actions based upon the index.

HIGH risk hazards that receive an unacceptable initial hazard analysis made by management, safety committee or the safety administrator receive immediate attention/control. A high hazard rating requires corrective action. Hazards that receive a high hazard rating will be elevated from the local hazard log to the appropriate Safety Department hazard log.

SERIOUS hazards that are undesirable may require corrective action and decisions by management. Hazards that receive a serious hazard rating will remain on the local hazard logs no more than 150 days before being moved to the appropriate Safety Department Log.

MEDIUM hazards may be acceptable with review by management. Events from a medium hazard are less likely to occur and are less severe in nature.

LOW hazards do not require review and are acceptable.

ELIMINATED hazard is no longer present.

II 1.5 Hazard Control, Elimination, and Tracking

Safety critical hazards that have been identified must be controlled or eliminated so that the hazard does not continue to pose a danger. This may be done in a temporary manner as long as the hazard is controlled until a long term fix has been implemented. The process of controlling, tracking, and elimination, of hazards is recorded on the hazard log. The hazard log is forwarded to UDOT SSO on a monthly basis.

All hazard log entries that receive a serious or high hazard rating will require the development of a corrective action plan (CAP).

Corrective action plans include the following information:

- a. Element of activity identified as deficient
- b. Planned activities to resolve deficiency
- c. UTA department responsible for implementing corrective action
- d. Scheduled completion date for implementation
- e. Estimated cost of implementation

Hazard log entries with their associated corrective action plan are reviewed regularly by the safety department, safety committees, UDOT SSO and periodically reviewed by executive management. CAP's may be tracked and sorted from the hazard log. When a CAP is closed the hazard log will reflect this action and a closed date. Individual CAP files are stored in the Safety Department folder by hazard tracking number under hazard management.

II 1.5.1 Hazard Resolution and Elimination

Hazard resolution is defined as the analysis and subsequent actions taken to reduce the hazard to the lowest level practical and the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. In a transit environment, there are some hazards, which are impossible to eliminate and others, which are highly impractical to eliminate. Reduction of risk to the lowest practical level can be accomplished in a variety of ways from protective and warning devices to special procedures.

1. Design out or design to minimize hazard severity. To the extent permitted by cost and practicality, identified hazards will be eliminated or controlled by the design of equipment, systems and facilities.
2. Hazards that cannot reasonably be eliminated or controlled through design will be controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices. Provisions will be made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.
3. When design and safety devices cannot reasonably nor effective, eliminate or control an identified hazard, safety warning devices will be used (to the extent practicable) to alert persons to the hazards.
4. Where it is impossible to reasonably eliminate or adequately control a hazard through design of the use of safety warning devices, procedures and training will be used to control the hazard.

II 1.6 Hazard Tracking

Each CAP developed for Serious or High hazards, from investigations or deficiencies will be submitted to UDOT SSO as required for initial review and approval. The CAP form will be assigned a tracking number and placed on the Hazard log with its identified hazard. Upon completion of the corrective action the safety department will submit the CAP to UDOT SSO for adoption. The completed CAP is formally adopted by receiving UDOT SSO's signature. The Hazard Log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all Corrective Action Plans with the use of the UTA Hazard Log and will provide UDOT with an updated hazard log monthly.

Internally, the safety department will coordinate with the appropriate department to develop a Corrective Action Plan (CAP) and fill out a CAP form for the identified hazard. The CAP form will be assigned a tracking number and placed on the hazard log with the corresponding hazards for tracking purposes.

For hazards that receive a medium or low rating, the use of a corrective action is optional depending on the complexity and ability to correct the identified hazard; e.g. clearing shrubs or trimming branches of a tree. UTA will coordinate with the UDOT SSO to determine if a CAP is necessary for medium or low hazards.

II 1.7 Ongoing Reporting To State Safety Oversight Agency

The safety administrator will review the current status and identify any issues with the resolution action and dates. The hazard log, at a minimum is provided to the SSO monthly

All hazards identified and rated as unacceptable hazardous conditions will be separately tracked and reported to UDOT along with the corrective action plans for each unacceptable hazardous condition found. All hazards identified and rated as unacceptable hazardous conditions will be separately tracked and reported to UDOT with determination of an unacceptable hazardous condition.

UDOT will notify UTA in writing of its acceptance or rejection of the corrective action plan and in accordance with procedures specified in the UDOT SSO standard. The UTA CAP form requires the UDOT SSO to sign and date the CAP indicating the assigned resolution and completion of the CAP. The CAP is maintained in the Safety Department files and is identified by a specific hazard log identifier tracking number. After a hazard has been resolved, it will be assigned its final hazard rating.

II 1.8 Job Safety Briefing

Hazards that are identified in the work area need to be recorded on the hazard log which is maintained by the Safety Administrator to the specific transportation mode at UTA. All employees are encouraged to identify and control or resolve hazards at the lowest management level possible. Employees that perform job tasks are required to discuss job tasks and identified hazards that are associated with those tasks or job steps during job briefings. Identified hazards that cannot be controlled with PPE or procedures must be resolved or mitigated through the hazard management process.

II 1.9 Safety Management System (SMS)

Under the SMS employees are asked to be aware of their surroundings, processes, or work areas and to observe and report all hazardous conditions or potentially hazardous conditions to their supervisor. Along with their supervisor, the employee should work to mitigate those hazards.

Prevention of hazardous conditions prior to an injury or equipment damage occurring is the goal of SMS. Compliance with regulatory standards such as OSHA, FRA and UDOT is a primary goal of maintaining ongoing certifications. Annually, a certified registrar will audit UTA and determine compliance with the requirements of all three management systems. Preventive hazards are documented and placed on a division (Bus, LRT, FR) Preventive Hazard Log. Each hazard is evaluated and assessed as to the potential injury or equipment damage that could occur if a mishap or injury took place. An initial hazard rating (IHR) is assigned to each hazard. Corrective action that is implemented and hazard mitigation will reduce the hazard frequency or severity and thus reduce the final hazard rating (FHR). The UTA Risk Assessment Matrix (21 Box) is used to evaluate hazards. Hazards rated with a High or Serious FHR must be mitigated and reduced to an acceptable level.

Additional information on these management systems can be obtained on the SharePoint Intranet site under Document Control, Centralized Management Systems.



II 2 Hazardous Materials Program

II 2.1 Management of Hazardous Materials

For any hazardous chemical used or stored in the workplace, UTA must maintain a safety data sheet (SDS). A SDS is a chemical safety instruction sheet that informs employees of specific safety or health hazards of chemicals in the work place, & gives directions to employees for Protective Equipment (PPE) i.e. goggles, gloves, respirator, safety glasses, etc. All safety data sheets are accessible through an Intranet-based system <http://www.utahtransit.msds.com/MSDSSearch.aspx?fm=0&tb=0>. A quick link to this web site is also available through the Sharepoint Site and on every UTA desktop home screen.

A list of hazardous chemicals is submitted to the state emergency response commission (SERC), local emergency planning committee (LEPC), and local fire department. UTA facilities must also report an annual inventory of these chemicals by March 1 of each year to their SERC, LEPC, and local fire department. The Environmental Department has been given this reporting responsibility. The information must be made available to the public.

. Reporting requirements have been limited by quantity. UTA submits an annual Tier II chemical inventory report for the six facilities that are subject to reporting.

The common hazardous materials transported to or from and used by UTA that are subject to reporting as described in 49 CFR are:

- a. Diesel Fuel
- b. Gasoline
- c. New and used oil
- d. Antifreeze (ethylene glycol)
- e. Lead acid batteries (sulfuric acid)

The liquids are stored in tanks or drums within secondary containment. UTA also uses many hazardous chemicals contained in soaps, solvents, brake cleaners, paints, and aerosols. These hazardous materials are described in the product-specific safety data sheets (SDS) as outlined in 29 CFR 1200 (Right to Know).

UTA has small quantity generator and conditionally exempt generator status of hazardous waste at various facilities. Hazardous waste, as defined in 40 CFR, is a hazardous material that has outlived its usefulness or has become contaminated through use. Hazardous wastes, can be generated by:

Discarding a hazardous material (oil-based paint, pesticides, some soaps, expired products)

Using a product (used batteries, fluorescent lamps, HID lamps, paint thinner, aerosol dregs)

Any hazardous substance generated from a process or procedure critical to maintenance or operations of Frontrunner, TRAX or Bus.

Hazardous wastes are stored in closed containers and can be collected in satellite accumulation areas. These containers are labeled as hazardous waste and are located near where the waste is generated. The environmental compliance administrators are responsible for preparing appropriate manifests, scheduling hazardous materials transportation, and final disposal.



III. ASSURANCE



III ASSURANCE

Pillar III of the Transit Agency Safety Plan is **Safety Assurance**, which outlines how UTA implements, measure and reviews processes to ensure that it remains in compliance with established standards. These processes and reports will provide the confidence to UTA leadership that the organization and system is functioning within an acceptable level of safety. The audits, inspections, rules checks and compliance verification procedures are described, required schedules are established and acceptable measures are identified.

III 1 Internal Safety Audit/Review Program

49 CFR § 673, identifies requirements for planned and scheduled internal safety audits. They are performed to evaluate compliance with UTA's Transit Agency Safety Plan (TASP). All TRAX rail service departments and functions are subject to review. UTA's Internal Safety and Security Audit/Review Programs contain a comprehensive series of processes utilized to determine the compliance and effectiveness of UTA's TASP/ System Security Plan (SSP) and Emergency Preparedness Plan (EPP), which are applicable to all departments or functions.

The ED has delegated authority to establish and implement the TASP to the chief safety, security & technology officer (CSSTO) who oversees the safety performance functions of UTA. The CSSTO has the responsibility to develop and implement programs to promote safe operations to reduce or eliminate accidents and to monitor TASP compliance and maintenance.

The CSSTO assigns responsibility and authority to the ISO Internal audits programs coordinator, the safety administrators, and assigned internal auditor team members to interface with UDOT SSO, to provide the internal oversight of the rail TASP/SSPP compliance; and to oversee the internal safety audits.

The audits program coordinator, currently performed by the Environmental Compliance Administrator, utilize UTA's audit team members who conduct ongoing, planned, and scheduled internal safety audits, reviews, and inspections of UTA's departments and functions to evaluate compliance with TASP requirements. The audit coordinator also measure the overall effectiveness in achieving the goals and objectives of the TASP. UTA audit team members use a checklist approach to determine compliance.

The ISO Internal audits programs coordinator will ensure that auditors are independent from the first line of supervision responsible for the activity being audited. This means that audit team members will not be assigned to audit the workgroup they are assigned to. As an example, Safety Department personnel will not be assigned to audit other Safety Department personnel.

UTA uses the "Recommended Best Practices for States Conducting Three-Year Safety Reviews" document produced by the FTA Office of Safety and Security from March 2009. This document identifies eight (8) types of verification methods that can be used by the internal auditors to perform the 21 TASP/SSPP elements three-year audits, which are listed below. These are the same guidelines that the State Safety Oversight (SSO) uses for UTA three-year Triennial audits. It is recommended that the internal auditors use more than one method to verify compliance. Depending on the area being inspected a field visit, which allows, observation of processes and personnel may be required.

1. Document Review: sampling the UTA TASP and referenced and or supporting procedures to ensure that each required element of the State's Program Standard and 49 CFR part 673 is addressed. (this reference and requirement is noted on the Internal Audit Form for the element being audited)
2. Rules Review: Sampling of UTA operating rules and bulletins and maintenance rules and procedures to determine if they have been reviewed and updated on a regular basis, if they have been distributed to appropriate UTA personnel as specified in the TASP, if training has been offered, and if this process has been tracked. Rules compliance is verified by supervisors. Auditors should ask supervisor personnel and or Safety personnel to provide examples of Rules Checks which have been accomplished during the previous audit period. Safety personnel observe/audit supervisors to verify that they are conducting Rules Checks. Auditors should verify that these processes are occurring.
3. Records Review: Sampling of the UTA records for evidence of implementation of the TASP and referenced or supporting procedures. Records reviewed and or sampled may include, but not limited to,

training records, records of employee rules compliance checks, internal safety audit reports, maintenance inspection reports, minutes of safety committee meetings, etc.

4. Interviews with UTA Senior Management: discussions held with senior UTA management, including the UTA Executive Directors, to assess their knowledge of the UTA safety program, as specified in the TASP and referenced or supporting procedures, and to gauge their commitment to the safety program.
5. Interviews with UTA Safety personnel: Discussion held with UTA safety personnel, including the Chief Safety Officer, to assess implementation of the UTA safety program, to identify issues in its implementation, and to highlight areas of compliance and non-compliance with Part 673 requirements. Safety personnel should provide evidence of system rides, interviews with operators, mechanics, supervisors and passengers to assess safety compliance and or hazard observations throughout the system.
6. Interviews with other UTA personnel: Discussions held with other UTA personnel (including a representative sample of rank and file operations and maintenance personnel) to verify their understanding of requirements specified in the TASP and referenced or supporting procedures.
7. Field Observations: Some departments and functions REQUIRE the auditors to make field or work area observations. This requirement will be noted on the Internal Audit Checklist for that specific area and auditors may be required to schedule times when specific field work is being done to allow for observations to be conducted. Observations and sampling conducted on-site at the UTA to observe implementation of the processes and procedures described in the TASP and supporting or referenced documents, procedures and materials related to the UTA safety program. Although auditors are not expected to be experts in Rules or mechanical processes they should make field observations to verify that supervisors, who are technical experts, are performing and documenting technical field observations of operators, mechanics, MOW, Facilities Maintenance, etc. Field observations should also certify that rules compliance rules compliance, technical tests performed, repairs, etc. are being observed/documented.
8. Inspections and Measurements: Inspections and measurements conducted on-site at the UTA to ensure that the UTA infrastructure and equipment is maintained according to specifications identified in the UTA standards, procedures and equipment manuals. Auditors should verify that supervisors are performing periodic rules and preventative maintenance on equipment checks. This can include reviews of key performance indicators (KPI) matrix, preventive maintenance schedules, work orders, etc.

NOTE: Each of these verification methods has specific strengths and limitations. To adequately assess implementation of each TASP elements required in 673, FTA believes that more than one verification method should be used.

UTA has developed an Internal Audit Checklist for each of the 21 element/areas of the TASP/SSPP. The Check lists include the elements to be assessed, the eight (8) on-site verification methods, and recommendations for how these methods can be applied to each of the specific elements. If a specific checklist item does not have applicability to the audit topic the auditor should note that item as not applicable (N/A), with a brief description to include personnel visited with and processes discussed.

Audit teams may conduct field observations to make observations of the work process in the area being audited. Auditors should interview supervisors to verify compliance with rules and procedures. In addition to completing audit checklists, supporting documentation for verifying compliance with rules checks and compliance verification may also be submitted to the Internal Audit Coordinator as part of the audit. This will verify that rules checks and observation are an ongoing practice within the departments. Supporting documentation may be obtained from safety personnel and department supervisors. See appendices C, D, and E for samples of the internal audit inspection checklists and schedule.

The audit team members will complete the Audit Checklist by completing all applicable verification methods of “Recommended Activities” used during the audit. Include copies of rules, processes, charts, etc. discussed as evidence of compliance or of non-compliance of specific requirements. In conjunction with the Safety Department and Internal Audit Coordinator will make a determination of “compliance” when a department or function is substantially adhering to the TASP requirements. Determination of compliance may include recommendations for improvement of TASP process activities, or prevent future determinations of non-compliance. The department or function will review the recommendation and consider measures to improve process activities In the event the department or function is substantially not adhering to the TASP/SSPP, then a

finding of non-compliance, along with a corrective action plan (CAP) will be issued to the department. That department is required to sign accepting responsibility to respond to or resolve the CAP and to provide a planned completion date. The CAP form contains a section for a proposed corrective action as well as a corrective action resolution to be filled in by the assigned department. Managers of departments have the responsibility to take corrective actions plan as recommended by the audit team reports. Upon completion the CAP must be adopted by the Safety Department, and by UDOT if required. Corrective action plans developed from audit findings of non-compliance with recommendations, and from compliance with recommendations are reviewed, accepted, and placed on the hazard log for tracking purposes by the Safety Department and Safety and Security Management Review Committee (SSRC) in coordination with UDOT SSO. Matters that are not resolved by the SSRC are referred to the GMSSC committee.

Each department or function is required to be audited as per UDOT's Rail Transit State Safety Oversight Program Procedures and Standards. The safety administrator is responsible for developing a three-year schedule for all internal audits. This schedule is distributed to all affected departments and to the state safety oversight manager. The schedule is furnished as a separate document to UDOT SSO.

UDOT is invited to participate in all internal audits. The safety administrator or audit team leader notifies the UDOT State Safety Oversight office at least 30 days prior to conducting an internal audit so that UDOT may schedule and participate in those audits as desired.

The internal audit coordinator notifies all affected departments and provides the manager of the department with a current checklist of audit requirements. Sufficient time is given to the department to prepare all necessary materials for the audit.

The safety administrator completes individual audit reports and submits them to UDOT within 30 days of audit completion. In addition the annual safety audit report, detailing UTA's internal safety and security review activities are submitted for the past year, with subsequent findings. The report is certified by the Executive Director, and forwarded to UDOT, on or before February 15 of the following year.

III 2 Incident Notification, Investigation, and Reporting

III 2.1 Notification Thresholds

III 2.1.1 Internal Notification

Initial internal incident/accident notification is initiated by UTA control centers (TRAX, FrontRunner, bus, special services, and police dispatch) electronically via text message and e-mail through the UTA emergency notification list, and the go team notification list, according to corporate policies and procedures, NO. 4.3.7 "Emergency Notification" and as specified by rail service SOPs and the TASP.

The controller will initiate internal notification resulting in the following: (TRAX SOP 109.08)

- a. Incidents resulting in possible injury or death of persons
- b. Fire
- c. Hazardous materials spill or release
- d. Other situations that may require response by local emergency personnel

Electronic notification requires the following information:

- a. Time, date, location, and direction of travel
- b. Type of accident and description of incident
- c. Number of persons injured (transported)
- d. Estimated damages

Workplace incidents/injuries that require the first report of injury form to be completed will require supervision to notify the Safety Department at the time of the incident.

III 2.1.2 UDOT/SSO Notification

UTA has included on its emergency notification list UDOT's SSO and UDOT TOC. Following an accident, the UTA Safety department will follow up with state safety oversight, in person or by phone email or text message within two hours of any incident that results in the following:

Accidents:

- a. Fatality (occurring at the scene or within 30 days following the accident);
- b. One or more persons suffering serious injury
- c. A collision involving a rail transit vehicle with any other vehicle, person, or object;
- d. A runaway train;
- e. An evacuation for life safety reasons
- f. Any derailment of a rail transit vehicle (yard and mainline)

	Fatality	≥1 Injuries w/ Transport	Personal Injury that is not serious	Serious Injury	Damage that disrupts Ops	Collision	Runaway Train	Evac for Life Safety	Derail anywhere	Close Call Vandalism /theft
Accident	X			X		X	X	X	X	
Incident		X	X		X					
Occurrence										X

UDOT SSO contact information:
 Jim Golden, UDOT SSO Manager:
 E-mail: jimgolden@utah.gov
 Cell phone: 801.360.0052

Designated backups:
Brian Allen, UDOT [Designated Back-Up #1]
801.633.6408
brianallen@utah.gov

Robert Miles, UDOT [Designated Back-Up #2]
801.910.2070
robertmiles@utah.gov

III 2.1.3 FRA Notification

For incidents that occur within FRA designated territory (1300 South to 6100 South and From 700 West Freight spur to 5600 West on Mid-Jordan Red Line), the FRA will be notified immediately by telephone by the Safety Department, using the National Response Center (NRC) at 1-(800)-424-0201, of any incident/accident resulting in the following as required by 49 CFR 225:

- a. Death of a rail passenger or a railroad employee
- b. Death of an employee of a contractor to a railroad performing work for the railroad on property owned, leased, or maintained by the contracting railroad
- c. Death or injury to five or more persons
- d. A train accident that results in serious injury to two or more train crewmember or passengers requiring their admission to a hospital
- e. A train accident resulting in evacuation of a passenger train A fatality resulting from a train accident or train incident at a highway-rail crossing when death occurs within 24 hours of the accident/incident
- f. Collision occurring at a Grade Crossing
- g. A train accident resulting in damage of \$150,000 or more to railroad and non-railroad property
- h. A train accident resulting in damage of \$25,000 or more to a passenger train, including railroad and non-rail road property
- i. A collision or derailment on a main line that is used for scheduled passenger service, or that fouls a main line used for scheduled passenger service

III 2.1.4 NTSB Notification

The UTA Safety department will notify the NTSB, by telephone using the National Response Center (NRC) at 1-(800)-424-0201, within two hours of any accident/incident meeting the following criteria per 49 CFR 840:

- a. A passenger or employee fatality or serious injury to two or more crew members or passengers requiring admission to a hospital
 - b. The evacuation of a passenger train
 - c. Damage to a tank car or container resulting in release of hazardous materials or involving evacuation of the general public
 - d. A fatality at a grade crossing
- Notification will also be made, no later than four hours after an accident, regarding any accident resulting in:
- a. Damage of \$150,000 or more for repairs or the current replacement cost, to railroad and non-railroad property
 - b. Damage of \$25,000 or more to a passenger train and to railroad and non-railroad property

III 2.1.5 FTA Notification

In accordance with 49 CFR 674.33, the transit agency must provide notification to FTA of any reportable accident within two hours for the following.

- a. A collision between a rail transit vehicle and another rail transit vehicle.
- b. A collision at a grade crossing resulting in serious injury or fatality.

- c. A collision with a person resulting in serious injury or fatality.
- d. A collision with an object resulting in serious injury or fatality.
- e. Property damage resulting from a collision involving a rail transit vehicle; or any derailment of a rail transit vehicle.

The UTA Safety Department will notify FTA of an accident by contacting the U.S. Department of Transportation Crisis Management Center (CMC) within two hours of a reportable accident by emailing CMC-01@dot.gov (recommended method) or by phone: 202-366-1863.

III 2.1.6 UOSHA Notification

The UTA Safety Department will notify Utah OSHA at (801) 530-6901 within 8 hrs. of any workplace accident resulting in the following:

- Fatalities (including heart attacks)
- Admittance to the hospital
- Amputations past the first digit on hand or foot
- Heat, chemical or electrical burns which result in temporary or permanent impairment to the body
- Electrical shocks
- Major bone fractures
- Any loss of consciousness in the workplace
- Permanent or temporary impairment where part of the body is made functionally useless
- Deep cuts
- Sight impairment
- Any injury or illness that may shorten the worker's life or significantly alter a normal physical or mental ability (either temporarily or permanently), such as visual or hearing impairment

III 2.2 Accident Investigation Process

UDOT SSO has formally authorized UTA to conduct its own investigation of Light Rail accidents, and will utilize UTA's investigation as its own investigation, unless UDOT SSO decides to conduct its own investigation. UDOT may decide to conduct an independent investigation in addition to the transit agency's investigation. Accidents that are investigated by UTA are conducted per Corporate Policy 4.5.2 Post Incident Investigation Policy and Transit Services Rail Safety Investigation Procedure.

III 2.2.1 Incidents/Accidents Investigation

Rail incidents that are required two hour notification to the UDOT SSO will be investigated by the Safety department. Rail investigation will be conducted in accordance with the Rail Safety Investigation Procedure. The Rail Safety Investigation Procedure can be found on the Safety Department share drive. A third party investigation (contract expertise) will be assessed on a case by case basis in consultation with UDOT.

III 2.2.2 Workplace Incidents/Injury Investigations

Workplace incidents/injuries that require employees to complete the first report of injury must be investigated at a minimum by a supervisor. If during the investigation process a hazard is identified, the hazard identification form must be filled out and tracked until the hazard is mitigated. In the event of serious injury or death the Safety Department will conduct a formal investigation.

- a. Fatality
- b. Fractures
- c. Injury or illness resulting in immediate admittance to the hospital
- d. Amputation
- e. Deep cuts
- f. Severe burns

- g. Electric shock
- h. Sight impairment
- i. Loss of consciousness or concussions

III 2.3 Reporting Incidents/Accidents

III 2.3.1 Reporting to UDOT SSO

Reports and corrective actions are available to UDOT which includes all incidents that meet reportable UDOT thresholds and are reviewed during monthly coordination meetings.

In conducting an accident investigation, UTA will provide UDOT SSO the following:

Preliminary Written Report:	As soon as possible after the incident, but within three business days the transit agency must email preliminary written information, including any accident investigation summary information, preliminary reports from field personnel, and other available information.
Investigation Status Report:	At the request of UDOT SSO, UTA will provide a report indicating status of the investigation, including any significant new reports or report components, and any preliminary investigation conclusions within 10 days of the accident.
Draft Final Accident Report:	Within 30 days of the accident, the Safety department will submit a draft final report to UDOT SSO for acceptance. This report will include the corrective action plan (CAP) as approved by the UTA Accident Evaluation Group (AEG). If UTA requires additional time to complete the investigation activities, then UTA shall request additional time from UDOT SSO.
Final Accident Report:	After UDOT adopts the draft accident report, as signified by the SSO's signature, UTA will create a non-alterable version of the final report and submit it to UDOT SSO. UTA will retain final reports on the safety network drive.

The Draft Final Report must contain the following information, at a minimum:

- a. Executive summary
- b. Sequence of events, including a comprehensive description of injuries, fatalities, and property damage with estimated dollar value
- c. Clear description of events before, during, and after the accident/incident
- d. Findings and analysis, including investigation activities
- e. Description of the investigation process and methodology
- f. Description of post-accident/incident testing and research conducted
- g. Conclusions, including any findings
- h. Probable and contributory causes
- i. Recommendations to prevent reoccurrence
- j. Supporting analysis to defend any recommendations made
- k. Short- and long-term actions
- l. Changes to rules, policies, or procedures
- m. CAP(s) to address any findings resulting from the investigation.

UDOT reports all reportable FTA incidents in an annual report.

III 2.3.2 Reporting to FRA

The UTA Safety department will submit required reports Per 49 CFR 225, for accident/incidents using the AIRGNET reporting software, for accidents/incidents that occur within FRA operating territory.

III 2.3.3 Reporting to National Transit Database (NTD)

As part of complying with reporting requirements UTA will submit monthly safety summary report (S&S-50) and any major incident report (S&S-40) forms for both bus and light rail operations that meet reporting thresholds defined by the NTD.

III 2.3.4 Reporting within UTA

The UTA safety department reports are made available to the Chief Safety and Security Officer (CSSO), VP of Operations, and Regional General Managers (RGM's). Reports will be forwarded by the CSSO to the /ED as needed.

III 2.4 Corrective Action

III 2.4.1 Safety Department Review

The Safety department reviews all incident reports that are not reportable to UDOT for potentially serious incidents or conditions. The Safety department may also initiate an investigation to determine causal or contributing factors for incidents it deems necessary. Findings from the investigation that identify serious or high hazards, will require a corrective action plan and will be placed on the hazard log. The Safety department will then coordinate with the appropriate departments to develop a corrective action plan (CAP) and fill out a CAP for the identified hazard. The CAP form will be assigned a number and placed on hazard log with the corresponding hazard for tracking purposes.

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation

III 2.4.2 UDOT Review

UTA will develop a corrective action plan (CAP) for submission to UDOT when:

- a. Results from an incident/accident investigation contain identified causal factors that are determined by UTA or UDOT as requiring corrective actions
- b. Hazards or deficiencies are identified from internal and audits performed by UTA or UDOT

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation
- d. Process or plan for implementation of plan
- e. Date Corrective action plan was opened
- f. Identify noted deficiency/finding/hazard
- g. Cost resolving deficiency, if known or applicable

As part of developing a corrective action plan UTA may employ the use of an accident evaluation group (AEG).

An accident evaluation group will be organized to evaluate the following events:

- a. Fatalities
- b. Incidents involving multiple medical transports from the scene
- c. Major component or system failure

The AEG will be comprised of key UTA staff from varying department that would have a role in the development of the CAP. UDOT will also be an invited member to all AEG meetings and play an active role in identifying casual or contributing factors.

Each CAP resulting from an investigation, or from hazards or deficiencies identified, will be made available to UDOT SSO for review. The CAP form will be assigned a tracking number and placed on the hazard log with its identified hazard. Upon completion of the corrective action the Safety department will submit to UDOT the completed CAP form for adoption, signified by UDOT SSO's signature on the CAP form. The hazard log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all corrective action plans with the use of the UTA hazard log and will provide UDOT with an updated log monthly.

III 3 Safety Data Collection and Analysis

Safety data is collected and stored by the safety department personnel on a secured network drive (Safety Department S:\\ Drive). It is reviewed, analyzed, and provided to UTA general manager in the General Managers Safety and Security Committee (GMSSC) meetings to assist the organization in eliminating hazards (see appendix B).

Safety critical hazards are identified, investigated, reviewed, resolved, and tracked by the SSRC committee through the UTA TRAX Hazard Log. The hazard log is made available to UDOT SSO at any time through the Safety Department S:\\ Drive. SSO Manager has been given access to this drive to enable UDOT to have access to various data and documents.

Accidents, incidents, and other safety concerns are recorded and tracked by the Safety Administrators using UTA's accident/incident log. The accident log is provided to the UDOT SSO quarterly prior to the quarterly meeting. It is also stored on the S:\\ Drive which UDOT has access to.

In addition, UTA personnel involved in an accident or incident are required to complete UTA's accident/incident reports. On-scene supervisors file supervisor's accident /incident report forms. Copies of these documents, as well as any pictures are copied into the Safety Department drive by the Safety Administrator. Significant accidents/incidents, or as directed by UDOT, require a UTA safety administrator to complete a safety department investigation form.

Accident report forms are forwarded to the Office of General Counsel, claims department. The data from accident report forms is entered into the UTA computer database and managed by a claims management software program. This software allows for analysis of the data.

UTA also obtains data from the NTD, US DOT, the National Safety Council, NTSB, APTA, and other transit organizations.

The Safety Administrator reviews TRAX control center's daily logs and records incidents involving the rail systems. Incidents meeting minimum threshold levels are reported to UDOT, FRA, and FTA as required by current regulations.

System accident data is entered monthly into the National Transit Database (NTD) Commuter rail and TRAX accidents occurring in FRA territory are reported to the Federal Railroad Administration using the on-line AIRGnet software provided by FRA.

Other sources of data include:

- TRAX Daily Control Log
- Accident/Incident Reports
- TRAX Hazard Log
- UTA Police Reports
- Employee Training records
- Maintenance Records
- Rules Checks Reports

III 4 System Modifications (Management of Change)

System Modifications at UTA refer to changes in operating systems that require review and approval by the agency. System modifications at UTA utilize the Management of Change (MOC) process. The Safety and Security Review Committee (SSRC) chaired by the Safety Manager provides direction and oversight of any system modification.

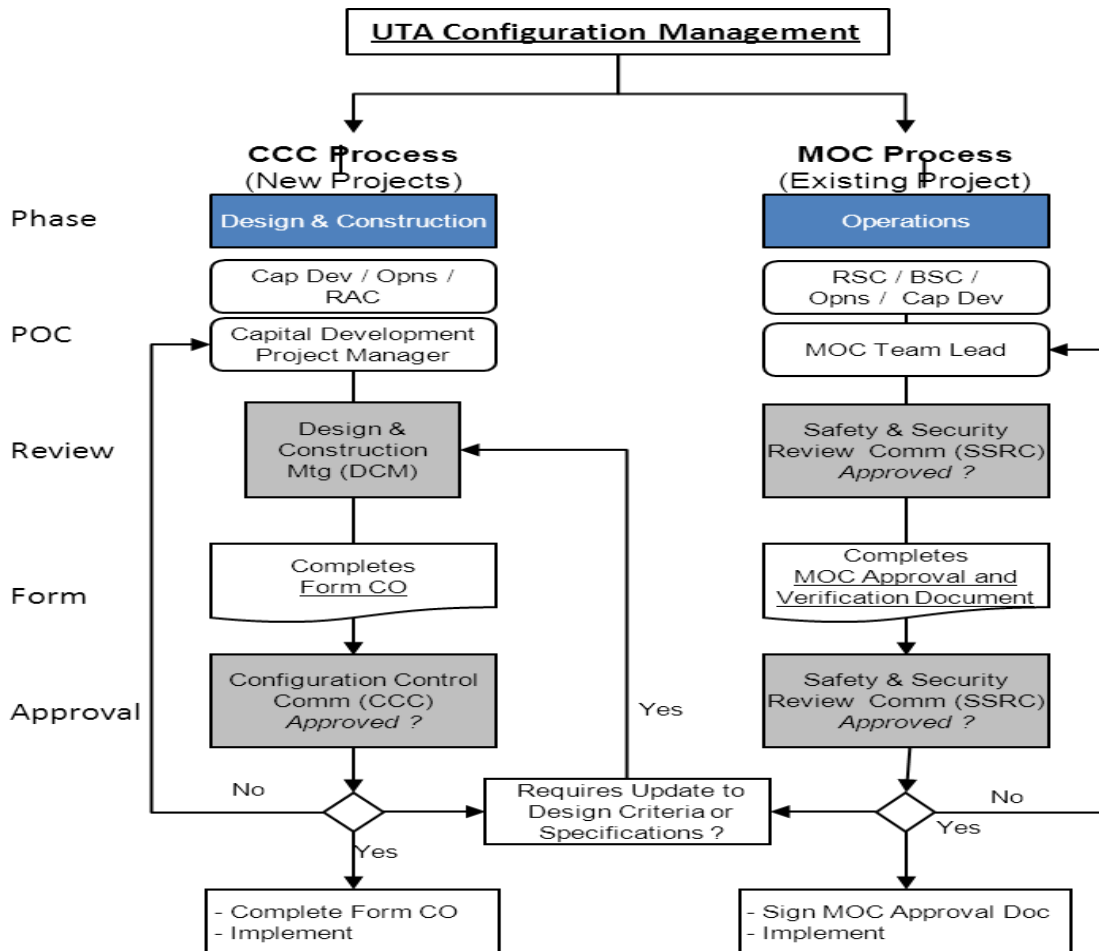
The system modification process at UTA is designed to evaluate and mitigate the impact changes will have on the people, procedures, equipment, and environment of the system, affected by the change. The safety concerns for any of these changes will be addressed and resolved, prior to initiation of the change, or implementation within the system.

Configuration Management at UTA coordinates new systems or extensions by Capital Projects Department before they are implemented in the existing operating environment and is managed through the Configuration Control Committee (CCC) process during design and construction. This process is more fully explained in the Capital Development SOP #003 Pillar IV 1.1.8 of the TASP. The CCC process is managed at UTA by the Capital Projects Department, and has representatives from each process involved at UTA. Capital Projects Department personnel will follow project guidance as outlined in the Project Control User Manual. Document Control (4.0) and the development of files and file codes for projects as well as the electronic storage of documents in the SIRE system.

The flowchart illustrates the current configuration management process.

III 4.1 MOC Authority

Authority to manage system changes is derived from the ED of Utah Transit Authority. The responsibility for implementing and enforcing MOC processes falls under the authority of each UTA executive and manager. Responsibility for change approvals falls under the authority of the Safety and Security Review Committee (SSRC), which is comprised of a group of experienced design, maintenance, and operational personnel from Bus, TRAX, FrontRunner, and Capital Projects Departments.



III 4.2 Management of Change (MOC) Process

The management of change process is an internal review and approval process managed by the SSRC. Proposed configuration modifications to existing bus, rail, and facilities infrastructure, systems, equipment, or vehicles will be reviewed and formally accepted for implementation by the SSRC committee. Each proposed change must be evaluated to determine the impact on an existing system regarding the areas of maintenance, operations, safety, and environmental, and security effects **prior to** any changes.

The goal of the MOC process is to ensure that UTA systems continue to provide a level of safety equivalent to or better than the existing system. MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment. This process is intended to prevent unauthorized changes that could compromise safety or introduce a hazard without approval.

The MOC process complies with UDOT SSO's program standard; FTA's general requirements, guidance, and circulars; and FRA guidelines to ensure that safety hazards and concerns are adequately addressed in modifications to existing systems, vehicles, and equipment.

The process for implementing MOC solutions is as follows:

1. During normal operations, inspections, audits, or accident evaluations the bus and rail safety committees (BSC, RSC), or Capital Projects develop corrective action plans (CAPs) or planned modifications. If the cost of the CAP requires interdepartmental, intergovernmental coordination, or exceeds \$ 5,000, the RSC / BSC will form a MOC team with a team lead (TL).
2. The TL will coordinate the resolution and complete the MOC approval and verification document (MOC document, format provided at end of this section).
3. The MOC action will be entered on the MOC log with a number assigned, as maintained by the Safety Department.
4. The issue and recommended solutions will be coordinated with the different affected departments during the development of the MOC document.
5. The MOC document, with recommended modification or corrective action, will be presented by the MOC TL at a SSRC for review and approval. It is recommended that the issue be brought to SSRC at the earliest opportunity to discuss the issue and provide direction, prior to presentation for approval.
6. The SSRC will review the proposed action, based on the considerations listed in the following section.
7. If approved by the SSRC, a minimum of two members will sign the MOC document
8. MOC TL will implement the CAP, documenting compliance with the provisions stated.
9. When completed, the MOC TL will provide evidence to the SSRC of implementation and required integration testing or operational checks. As-built plan drawing changes and As-In-Service software (if applicable) will be given to the department responsible for future maintenance of the change.
10. Red-line drawings and As-In-Service software (if applicable) will be received from the contractor or other worker. These drawings and software will be filed within SIRE (electronically preferred) and provided to Capital Projects Engineers and or Facilities Maintenance Drawings.

The MOC log and corresponding BSC / RSC hazard log will be updated with close-out date of the completed action.

III 4.3 MOC Action Considerations

The SSRC will consider, at minimum, the following issues when evaluating a MOC action for approval:

- a. Safety issues or hazards associated with the changes, including impact to safety-functional or safety-critical hazard mitigation processes
- b. Environmental compliance issues
- c. Security issues

- d. New or modified maintenance concerns
- e. Operations impacts of the change
- f. Impact on operating rule book or standard operating procedures
- g. Impact on public
- h. Impact on personnel
- i. Impact on other systems, including Positive Train Control (PTC)
- j. Funding source
- k. Schedule for implementation
- l. Effect on safety certification process and critical items list (CIL)

III 4.4 MOC Log

The management of change log will record each requested and implemented action. A number will be assigned corresponding to the current year, then sequential number (12-001, 12-002, etc.). The MOC log will be maintained by the Safety Department on the safety drive (S\).

III 4.5 Notifying Departments

The MOC approval and verification document will be used to ensure notification to and coordination with affected departments. The document will provide the review of the action and recommendations to the department representative. The designated department representative will sign off on the document.

III 4.6 MOC Approval and Verification Document

The management of change process for each action will be presented to the SSRC with an approval and verification document in the following format with the requested information. Coordination, approval, and verification signatures will be completed at the appropriate time during the process

A sample MOC approval and verification document is provided in the appendix.

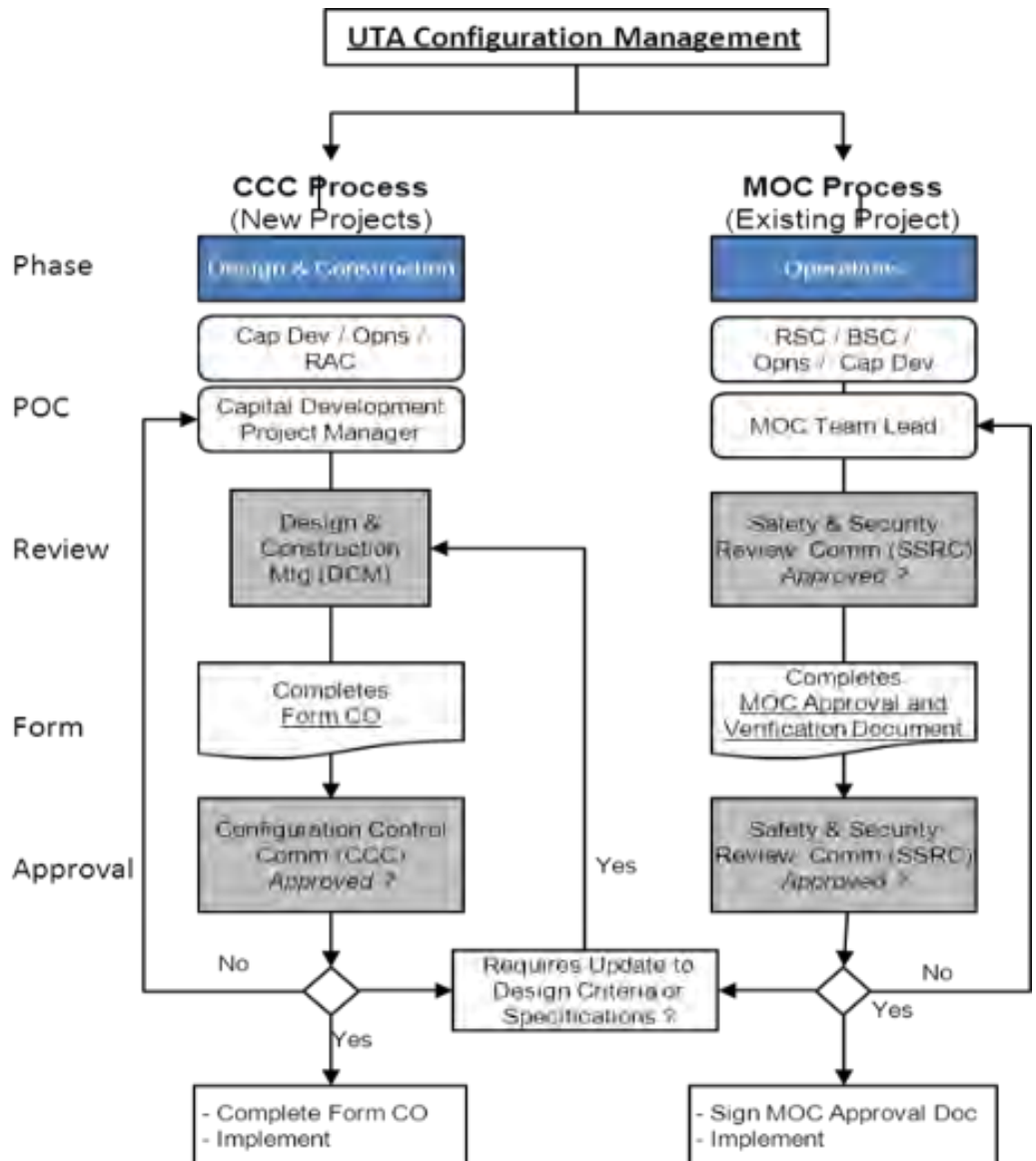
III 5 Configuration Control

Configuration control within UTA is managed through the Configuration Control Committee (CCC) process during design and construction, and the management of change (MOC) process during operations. The CCC process is managed for UTA by the Capital Projects Department. The MOC process is managed by the Safety and Security Review Committee (SSRC) chaired by the chief safety officer.

The CCC process is managed for UTA by Capital Projects, and coordinates new systems or extensions before they are implemented in the existing operating environment. Project managers employ the Project Management Plan (PMP) to guide capital project development and implementation. The Project Management Plan (PMP) will be used in conjunction with the Project Control User Manual by the Project Control Specialist. This manual is updated periodically and contains direction for as built and document control procedures. Specific guidance for document control procedures, File Creation (4.2), File codes, SIRE use (4.2), is provided in The Project Control User Manual Section 4.0. Smaller projects may include an abbreviated PMP specific to the project. Representatives from each involved department and safety are represented in the CCC process. Notification of project changes to existing structures or facilities which might have potential safety or security impacts to effected UTA personnel is critical. Additionally, public, or other effected groups shall be notified of any change which might have potential safety or security impacts. Effected personnel are invited to participate in project meetings and coordinate any changes. Additional training may be required. Operations and maintenance procedures, bulletins or SOP's may need to be developed. The general public may be effected. The Public Relations Department will assist with communications to outside agencies or effected groups and is an essential element of communication which must take place from the beginning of any project and at various stages of a project through completion and implementation of services impacted by a project. Any negative or hazardous impacts observed by a change must be reported to management personnel as soon as possible.

The flowchart illustrates the current configuration management process. For detailed discussion of the management of change process and documentation, see section III 4 System Modifications.

The process always asks if any modifications to the design criteria are required. If so, changes are vetted through the Design and Construction Meeting (DCM) and incorporated into the next update of the criteria.



III 6 System Safety and Security Certification

III 6.1 Safety Certification

This section describes UTA's System Safety and Security Certification process used to ensure that safety concerns and hazards are adequately addressed prior to the initiation of passenger operations for New Starts and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles or equipment. A guiding principle of the certification process is the verification that safety and security-related requirements are incorporated into a project, thereby demonstrating that it is operationally ready for revenue service.

UTA's *System Security Plan* and *Emergency Preparedness Plan (EPP)*, separate documents, integrate and interacts the process for managing threats and vulnerabilities into the safety certification process.

Safety certification takes place throughout a project. It begins at the initiation of design of a project, is carried through construction, mitigating hazards in the process, evaluated during start up and testing, and transitioned into operations.

III 6.1.1 Safety and Security Major Capital Project Plans and Documents

The following documents guide the safety certification process during a major capital projects:

Project Plans (with Safety Input)	Abbreviation	UTA Owner
Project Management Plan	PMP	Project Manager
Safety & Security Certification Plan	SSCP	Project Manager
Safety & Security Mgmt Plan	SSMP	Project Manager
Activation Plan	RAP	Project Dev (Cap Dev)
Preliminary Hazard Analysis	PHA	Project Manager
Operational Hazard Analysis	OHA	Safety Admin.
Construction Emergency Mgmt & Response Plan	ERP	Contractor by Project
System Integration Test Plan	SITP	Contractor
Rail Service Plan	RSP	Rail Ops
Construction Safety Program Manual / Program Manual	CSPM/ CSSP	Contractor
Document Control Plan	DCP	Capital Projects
Real Estate Management Plan	RAMP	Project Manager
Rail Fleet Management Plan	RFMP	Project Manager
Bus Fleet Management Plan	BFMP	Project Manager
Operation & Management Plan	O&MP	Project Manager

III 6.2 Hazard Analysis

Risk analysis during the project's design and design safety reviews provides the basis to develop a preliminary hazard analysis (PHA) for the project. This PHA, typically maintained in a matrix log for the project, identifies hazards and potential hazards along the corridor, at platforms and in park and ride lots. The hazards are rated based on the risk analysis matrix (see section 6) and possible solutions to these hazards are proposed. The solutions are then evaluated and incorporated into the design to mitigate or reduce the hazards to the maximum practicable extent.

Similarly for security aspects of the project, and UTA system as a whole, a threat and vulnerability analysis (TVA) is conducted on each project. Elements identified in the TVA that can be designed out of the system, are incorporated into the construction of the project.

During the initiation of testing and systems integration, additional operating hazards are identified and incorporated into the hazard analysis matrix. This is the start of a transition from a PHA to an operating hazards analysis (OHA). Resolutions to these hazards are incorporated into the construction or testing efforts, or a procedure for operations is written to be used during operations.

At the completion of systems integration testing, and prior to pre-revenue operations, the PHA/OHA is reviewed to determine all the hazards that have been eliminated, mitigated, or accepted. The solutions implemented (design, rule, procedure) are noted on the matrix. The OHA remains active throughout pre-revenue and 90 days into

revenue operations. The remaining hazards, not mitigated or accepted after 90 days, will be incorporated into the hazard log for that mode of transit (commuter rail, light rail, bus) to be tracked and resolved in the hazard management process (see section 6). An illustration of this process follows this section.



III 6.2.1 Facilities Hazard Analysis



III 6.3 Project Certification / Hold Point Process

UTA’s “Hold Point” safety certification process is documented in the *Activation Plan (AP)*, a separate document for each project, through the Activation Committee (AC). The AC will follow a proactive approach to examine, identify, and document safety and security critical certifiable elements and sub elements; utilizing UTA’s approved certifiable items lists (CILs) for each certifiable element.

The RAC will maintain a master safety and security certifiable items list (CIL) for internal distribution, review, consideration, and incorporation of key safety critical elements and items into the Safety and Security elements of UTA’s *Design Criteria* and checklists. See appendix F. These documents are used to improve safety and functionality of system design, promote effective and efficient use of resources, reduce the number or work-arounds and change orders, and reduce hazards in service and maintenance.

Hold Points are conducted before each commissioning phase of the project. Structured reviews and associated approvals will ensure a comprehensive review of all conditions before each phase is started to minimize, mitigate, or eliminate potential safety, testing or operating issues. These phases include the following:

- a. system integration/testing (SIT) - Hold Point 1
- b. pre-revenue operations (PRO) – Hold Point 2
- c. revenue operations (RO) – Hold Point 3

A comprehensive review of all conditions will be conducted during the hold point period to eliminate or resolve all potential safety issues. Each of the three commissioning phases of a project presents a new set of operating conditions which can introduce safety concerns and/or hazards unforeseen during the design and construction process. The rail systems activation specialist is responsible for conducting all hold point reviews. He/she will coordinate the overall safety review effort, including the issuance and distribution of each report, indicating approval, by signature, to move to the next phase of commissioning.

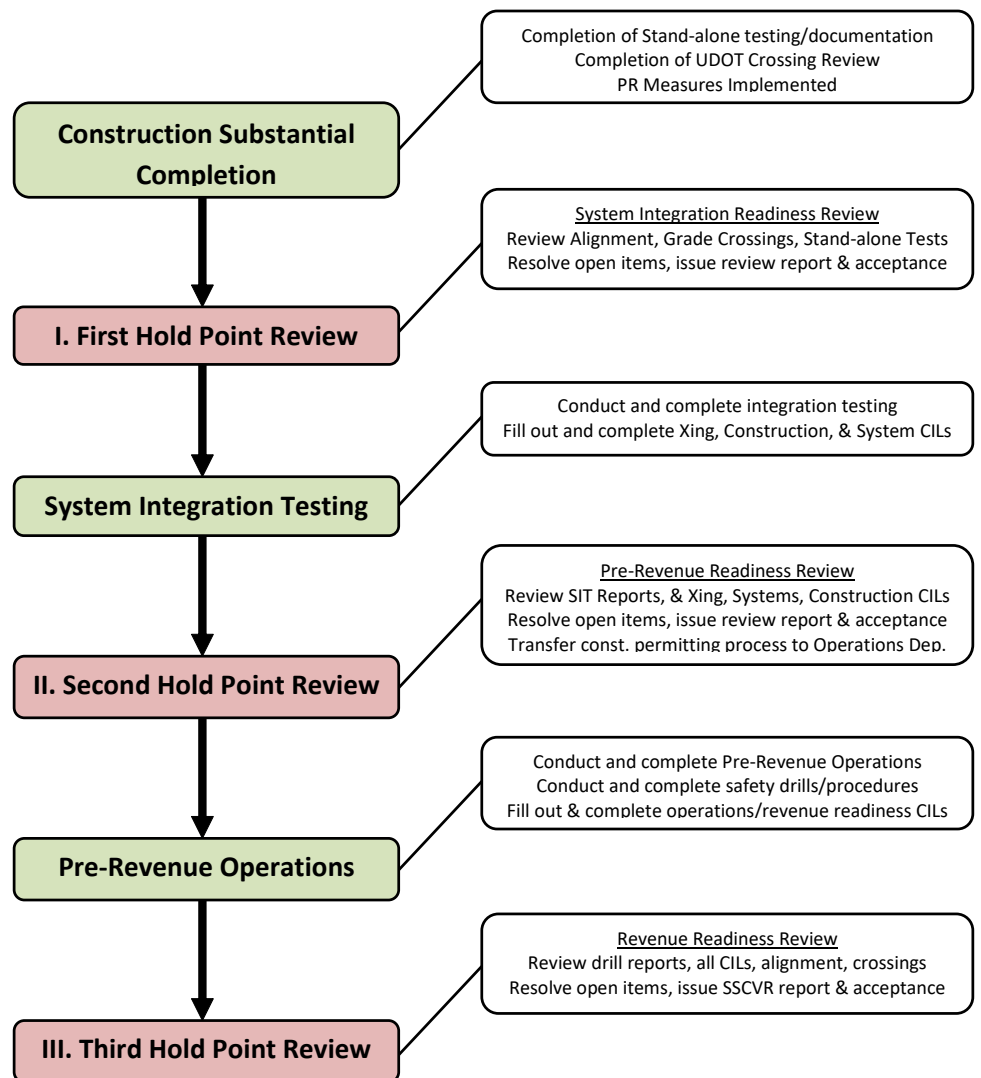
During the activation hold point process, a report will be generated for each of the three hold points. Generally, each report will consist of the following detail:

- a. participants - those whom are required to participate in the safety review
- b. zones/reaches/areas which are reviewed
- c. list and verification of items or activities (CILs, testing) required and successfully completed
- d. findings as a result of the review of the area, which require corrective action or approved work-arounds

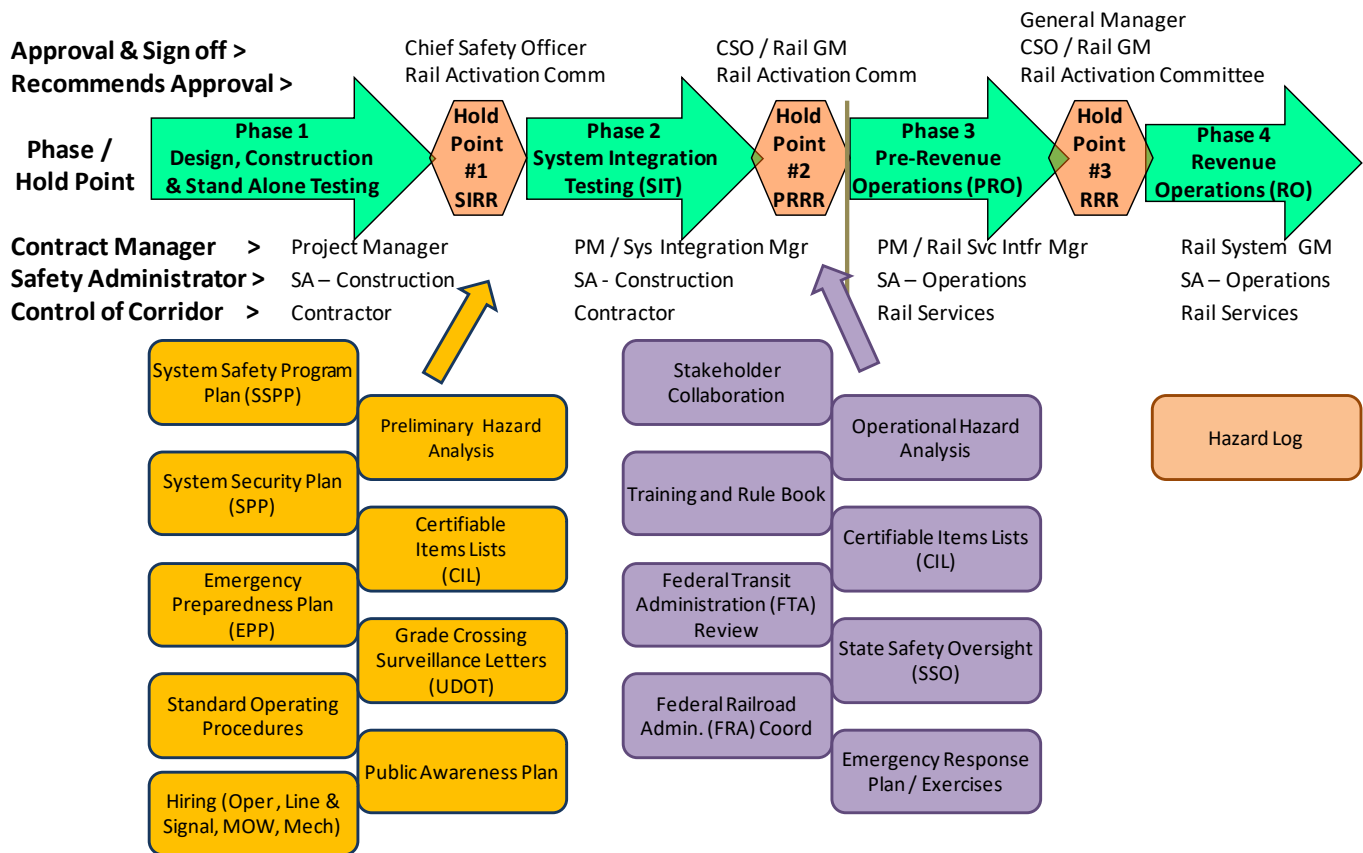
Each report will be signed by the RAC members, and then by the approval authority, typically the chief safety officer before moving to the next phase of commissioning. Samples of the Hold Point approval documents are provided in Appendix F – Blank Forms.

The safety administrator prepares the final project safety and security certificate verification reports (SSCVR), with an exception/restriction resolution schedule and acceptable work-arounds. The reports also summarize the project readiness for revenue service by issuing certificates of compliance for each certifiable element, to the SSRC for review and acceptance. The SSCVR is then submitted to the UTA ED and Rail Services GM and for formal approval by UTA's executive management.

The ED will issue the project's final safety and security certification verification statement to the appropriate oversight agencies, authorizing UTA to commence passenger service pursuant to UTA's TASP.



Rail Activation “Hold Point” Process



III 6.4 Quality Assurance

Large projects at UTA have a quality assurance/quality control (QA/QC) function built into the design and construction of the project. Specific personnel are responsible for QA/QC activities. In general, QA/QC activities in large projects follow standard industry practice and are subject to review by the FTA and others. Quality control during construction projects is a requirement of the contractor, and submitted in his quality plan prior to initiation of construction. UTA retains qualified inspectors and testing firms to provide Quality Assurance by document submittal reviews and periodic testing of materials throughout the project.

The Supply Chain Department handles quality assurance for day to day procurement, inventory and warehouse activities. Received goods are compared to items ordered, lot numbering or other certifications as required on safety critical items. Where applicable, receiving personnel assure that lot number documentation is provided before materials are received or accepted. Periodically, purchasing personnel or safety administrators will randomly sample hardware, slings, lifting devices, and other devices for compliance with specifications. Items will also be periodically functionally tested to assure they meet standards.

III 7 Rules Compliance

III 7.1 TRAX Rules Compliance

III 7.1.1 Documents and Publications

TRAX Rule Book and Standard Operating Procedures (SOPs)

The TRAX Rule Book and Standard Operating Procedures (SOPs) describe policies, rules, and practices regarding the TRAX light rail system. The TRAX Rule Book and SOPs are maintained by Rail Service Operations. The TRAX Rule Book and SOP's are reviewed annually by the Light Rail Services Policy and Procedure Review Forum (PPRF), and approved by the Rail General Manager (RGM). Changes, additions, or revisions that have been reviewed and approved by the PPRF and the Light Rail General Manager are circulated to all employees, requiring each to provide their signature (either holographical when a paper version is distributed or digitally after completing a Computer Based Training (CBT) module reviewing a change) confirming they have read and understand the TRAX Rule and SOPs. Train operators and employees working in the right-of-way are required to carry a current rule book.

TRAX Daily Operating Clearance:

TRAX issues a Daily Operating Clearance (DOC) that lists and describes advisories, bulletins, work permits and general comments. A Rule and SOP of the day are included on the Clearance. Yard and tail track movements are issued on a separate form. Employees are required to sign a daily log sheet confirming that they have read and received the daily operating clearance and yard and tail track movements for that date. UTA complies with all FRA rules, regulations and programs with exceptions as described in the joint use waiver.

III 7.1.2 Rule Compliance Checks

Operations

Operational Rule Compliance Testing

Observation tests are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. Supervisors will conduct observed (the supervisor is in plain view of operators) and unobserved (a supervisor is making observations from a position that is not known, or cannot be seen by operators) to ensure overall compliance. Each field supervisor is required to perform at least three observation tests every week during their field shifts at random times on random days based on train operations. All observation tests will be documented on the Operational Testing Form or by entering their observations into the Rules Observation Program (ROP). All paper records of operational tests are retained for three calendar years from the day of the test. Digital storage of entries into the ROP will be retained for three years from date of entry.

Operations training supervisors conduct biannual efficiency checks of all train operators to determine an employee's ability to comply with rules, regulations, and procedures. The efficiency check results are recorded by the operations supervisor and retained in the operator's training record folder. All operator training records are maintained by the operation training supervisor.

Operation field supervisors/controllers are evaluated for rules compliance by undergoing periodic controller and system evaluations conducted by the operations supervisor trainer. Applicable evaluation forms are completed by the operations supervisor trainer and signed by the evaluated supervisor. Completed and signed evaluation forms are filed in the evaluated supervisor's training record folder. All supervisor training records are maintained by the operations supervisor trainer.

Maintenance of Way

Maintenance employees are randomly checked for compliance with rules set forth by the FRA. Twice a year, maintenance of way supervisors conducts random audits of employees working in rail transit right-of-ways for compliance with roadway worker regulations. As part of conducting rules compliance audits, supervisors fill out a corresponding form containing a rules compliance checklist for each employee. Rules compliance checks, passing and non- passing findings are tracked in a log maintained by the maintenance department.

LRV Maintenance

LRV Maintenance supervisor and leads conduct daily, weekly and monthly rules checks during their shift. These rules checks are documented on the LR vehicle maintenance pass down. Various items checked are employee adherence to using Blue flag, Lockout tag-out, placement of chains including forklift and crane inspections. This process is followed for all LRV running maintenance at each light rail shop. There is a QA/QC Supervisor that audits the weekly checks and reports the findings to the assistant managers for follow up and corrective action. This information is stored on the vehicle maintenance SharePoint page under QA/QC.”

III 7.1.3 Reports and Data Analysis

Results of the operational tests are compiled on a rolling quarterly basis and reviewed by the Manager of Rail Operations or other designated person(s) and forwarded to the Safety Administrator every calendar quarter. A written form of the discussion and review will be provided to the Safety Department within 30 days after the end of the quarter. Additional information regarding operational tests is available to the Safety Administrator as needed on request.

III 7.1.4 Enforcement

Violations

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (performance agreement and termination) that may result in termination. See UTA Corporate Policy 6.3.1. Rail operations maintains a log for all stop indications and wrong route violations, and may further investigate any rules violation that is reported, or that may be part of an accident or incident. Additionally, all accidents and incidents are reviewed by supervisors and the safety administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary.

Hazard Management

The safety administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

III 7.2 FrontRunner Rules Compliance

III 7.2.1 Documents and Publications

General Code of Operating Rules (GCOR):

FrontRunner uses the GCOR as their primary rule book for both operations and maintenance. The GCOR is updated frequently through biannual national committee meetings and published every five years. UTA has a representative at these meetings.

System Special Instructions (SSI) and General Orders:

FrontRunner publishes a set of system special instructions (SSI) annually which are rules and instructions that are specific to operations. These changes include GCOR rule revisions, safety rules, signals, yard procedures, etc. Between publications of the SSI, a general order may be issued to add or revise a rule if needed. All operations employees must read, sign for, and carry all issued general orders until such time as they can be incorporated in the next version of the SSI.

FrontRunner Timetable:

Operations employees must remain aware of and familiar with the FrontRunner timetable. The timetable contains information such as speed restrictions, station locations, switch speeds, siding locations, and other specific information that pertain to FrontRunner track.

III 7.2.2 Rule Compliance Checks

Operations:

Efficiency Testing

To enforce rule compliance all FrontRunner operators and controllers are subject to efficiency testing. Efficiency testing is regulated by a designated testing officer and carried out by a select group of efficiency testing supervisors. Each efficiency testing supervisor is tasked to complete a minimum of four efficiency tests per quarter. At the end of the quarter the designated efficiency testing officer compiles a report summarizing the results for the quarter. The report is then kept on file for review by the FRA.

All operations employees must attend yearly “rules classes.” These classes cover all rule changes, additions, deletions, and revisions. Employees must pass a test given at the end of the class by a score of at least 90 percent.

III 7.2.3 Enforcement

Violations:

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (written notification and performance agreement) which may result in termination. See UTA Corporate Policy 6.3.1. De-certifiable violations are recorded in the personnel file. All accidents and incidents are reviewed by the Controller Standards Group and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary. Additionally, all major incidents are reviewed at an Accident Evaluation Group. Frontrunner also enforces the following 49 CFR regulations: 49 CFR Part 240.129 – Criteria for monitoring operational performance of certified engineers.

49 CFR Part 240.117 – Criteria for consideration of operating rules compliance data.

49 CFR Part 217.9 – Program of operational tests and inspections: recordkeeping.

Hazard Management:

The safety administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

III 7.3 Bus Rules Compliance

III 7.3.1 Documents and Publications

Bus Operations Employee Handbook and Standard Operating Procedures (SOPs):

In the Bus System, the Bus Operations Employee Handbook and Standard Operating Procedures (SOPs) describe its policies, rules, and practices regarding the Bus system. The Employee Handbook and SOPs are

maintained by Bus Operations, reviewed annually, and approved by the Bus Regional General Managers (BGM). Changes, additions, or revisions are circulated to all employees affected by them.

Detours, Bulletins, Notices and Memos:

Route detours are issued daily to all bus operators checking out their work for the day. As needed; bulletins, notices and memos addressing system issues, temporary changes in the operating system and changes in work duties are issued as needed. Not all changes affect all operators therefore bulletins, notices and memos issued do not require a signature from all operators. Employees are required to sign for critical information confirming that they have received, read and understand the written instructions. UTA complies with all local, state and federal requirements including but not limited to; (DOT, UOSH, FTA) rules and regulations and programs.

III 7.3.2 Rule Compliance Checks

Operations:

Operational Rule Compliance

Operational field supervisors are tasked with performing rules compliance checks and observations. Observations are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. There is no set frequency or required number of field observations that have to be completed by Operational field supervisors on a daily basis. However, Supervisors spend time each day in the system observing and performing compliance rules observations, accident investigation, responding to operational needs as they encounter them, etc.

When an operational field supervisor observes a rules violation the field supervisor will address the issue with the Bus Operator immediately and complete an Observation Report (OR). The completed Operational Report form is then forwarded to the employee's immediate supervisor to address and follow-up with the compliance issue.

Operational Supervisors issue an Operator Evaluation Report monthly to each of their team members. The Operator Evaluation Report addresses the following:

- a. Attendance
- b. Miss-outs
- c. Accidents (Both chargeable and non-chargeable)
- d. Complaints
- e. Commendations

III 7.4 Safety Rules Compliance Checks and Verification

The Safety Department ensures Operations and Maintenance departments are in compliance with the rules and SOP's within their individual departments through the use of rules checks and verification audits. Findings from these checks are then forwarded to management for review and corrective action.

III 8 Facilities, Structures and Equipment Inspections

UTA's bus and rail facilities and equipment will be inspected on a regular basis according to company policies and SOPs, equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations.

Rail Facilities Maintenance employees utilize a "Facilities Maintenance Plan". Assignments are made to individual maintenance employees to ensure the purpose and scope of the plan is fulfilled.

III 8.1 Facilities and Equipment to Be Inspected

Operating facilities and equipment routinely inspected and tested by employees, supervisors, management, and safety and environmental personnel include the following:

- a. Bus and rail maintenance/support shops/administrative offices, and equipment within the shops
- b. Fire system equipment
- c. Safety eyewash and shower systems
- d. Floor and portable hoist systems and cranes
- e. Heating, air conditioning, lighting, and ventilation systems
- f. Hydraulic presses, grinders, welders, wheel-truing equipment, lathes, etc.
- g. Hazardous materials handling and storage, etc.
- h. Locomotives, cab-cars, passenger cars, light rail vehicles, and buses
- i. Support equipment (i.e. rolling stock) including high-rail vehicles, track maintenance vehicles, bucket trucks, loaders, forklifts, aerial lifts, etc.
- j. Infrastructure including rail station platforms, track, switches, OCS, bridges, grade-crossing equipment, etc.

III 8.2 Techniques, Schedules, and Procedures

Preventative maintenance inspection schedules are generated through the computer system per equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations. A maintenance supervisor identifies upcoming PM inspections and assigns the work out to their crew for completion. Inspectors use checklists (appendix E) to identify potential physical hazards, unsafe equipment, unsafe acts, and policy and procedural deficiencies with the facility or equipment being inspected. Completed inspection reports and checklists are returned to the supervisor for review. Each department is responsible for maintaining inspection and repair records to confirm the inspection process.

III 8.2.1 M.O.W. (Line, Signal and Rail Maintenance) Standards and procedures

Line and Signal uses a maintenance of way plan "MOW Procedures" that outlines specific testing and maintenance procedures in accordance with FRA regulations. These are in accordance 49 CFR parts 233 - 236.

Right of way rail maintenance uses a maintenance plan "rail maintenance standards" to maintain the track in accordance with FRA regulations 49 CFR part 213. The standard outlines all aspects of proper maintenance and inspections regarding track.

III 8.3 Tracking and Resolving Hazards Identified During Inspections

The majority of safety hazards and concerns are resolved immediately by employees, and supervisors, and require no formal tracking process. Safety-critical hazards that cannot receive immediate attention are forwarded to the appropriate supervision and will be reported to the safety administrator or safety committee. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the hazard log for tracking purposes and managed by the SSRC committee. A corrective action plan, responsible person, and completion date will be assigned. Follow-up inspections will verify that the hazard has been resolved.

III 8.4 Railroad Bridge Safety Management and Inspection Program

The railroad Bridge Safety Management Program (BSMP) has been developed and implemented by UTA to minimize damages and identify and repair deficiencies in bridges carrying UTA traffic, to safeguard their ability to carry UTA traffic, and to minimize risk of human casualties.

Capital Projects Department personnel have the responsibility to manage and inspect all rail bridges in accordance with 49 CFR Part 237, Bridge Safety Standard. Rail Bridge Engineers will assure that each structure is scheduled, inspected and any repairs or upgrades need to take place. Prior to all inspections, personnel will obtain a Rail Access Permit (FrontRunner or TRAX). Personnel will be current in training for Roadway Worker Protection and fully implement all necessary safety procedures during the performance of bridge inspections. Safety Department personnel have the responsibility to verify on a periodic basis (two inspections per year) the safe performance of bridge inspection program.

III 9 Maintenance Audits and Inspection Program

III 9.1 Equipment or Facilities Maintenance Audits and/ Inspections

It has been a long-established UTA policy and goal of the organization to prevent untimely and costly equipment failures. To this end, UTA has established inspection and preventative maintenance procedures for its track, switches and structures, overhead catenary system, signal system, vehicles with their associated mechanical and electrical components, and support equipment. Plans and guides are provided by Original Equipment Manufacturer (OEM) recommendations, Fleet Management Plans, Facility Maintenance Plan and System Operations and Maintenance Plans.

During preventative maintenance processes, hazards observed that are a safety issue which needs further evaluation should be presented to the Safety Committee and the issue or hazard placed on the Local Hazard log. If the hazard is considered high or serious it will be placed on the UTA Corporate Safety Hazard Log. Hazards not resolved within 180 days are elevated to the corporate Safety and Security Review Committee (SSRC).

Revenue vehicles have daily, monthly (or by miles), and annual inspections. Preventative maintenance work orders (PMs) assure these failures do not occur. TRAX, bus and FrontRunner commuter rail personnel work very closely with vehicle and equipment manufacturers and vendors to assure optimal operation. Applicable Federal Railroad Administration (FRA) maintenance requirements and UDOT state motor vehicle requirements are implemented into daily, weekly, monthly, and annual inspections for efficient and safe operation. For example, the LRV maintenance mechanics inspect light rail vehicles. Diesel locomotive maintenance mechanics maintain the FrontRunner equipment and bus maintenance mechanics maintain UTA's fleet of buses. They make sure all of the engines, transmissions, lights, warning devices, brakes, and other safety systems are working properly before putting the vehicles into service. These same vehicles are subject to preventative maintenance (PMs), where maintenance personnel inspect fluid levels, hose and line condition, brake condition, safety equipment, and other vehicle systems to assure that these items function properly. PMs may also call for the periodic change-out of various components in order to prevent failures. All applicable FRA maintenance equipment is inspected and repaired according to applicable CFR sections.

Facility maintenance personnel perform maintenance not only on facility equipment such as heating and air conditioning, elevators or escalators, but they also are responsible for the maintenance of large equipment components used to maintain trains such as the wheel truing machine, cranes, hydraulic or electric lifts, etc that are critical to maintaining the various transportation modes.

Defects identified during inspections may be repaired immediately, if the situation allows it. For those items that cannot receive immediate attention as required by regulation a record should be made. Items on this list should be forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being generated for each item. This will allow the work order system to track the defect until it is resolved.

III 9.2 Auditors of Maintenance and Operations Activities

Managers and or Supervisors verify that maintenance procedures are performed. Triennially, UTA conducts internal audits to verify that this process is taking place. Additionally, UDOT (SSO) accompanies internal auditors to assure that the internal audit process is occurring. This preserves the independent nature of the audit process, since other organizational units are primarily involved with implementation of the audit items. Managers and supervisors of the areas being audited are invited to attend the audit; however, they do not conduct the internal audit. Other organizational units are required to cooperate with the rail supervisor or other designee in the conducting of internal audits.

III 9.3 Audit Report—Tracking and Resolving Internal Audit Findings

The internal auditor will schedule and conduct internal audits. UDOT is invited (with 30 day notice) to participate in the audit functions. Upon completion, the internal auditor submits an internal audit report to the business unit general manager for review. The report will include findings, conclusions, and recommendations. A summary of all internal audits performed during the year will be included in UTA's annual report to UDOT.

Reports to UDOT will include corrective action plans for hazards identified. Audit activities are reported monthly to UDOT in their monthly meetings with UTA.

III 9.4 Follow-Up /Action Plans

Departments and other organizational units are responsible for implementing their respective approved recommendations and corrective action plans within established time frames. Future audits will determine compliance with this requirement.

III 9.5 Resolving Problems and Disagreements

Disagreements with audit findings may be challenged by the department supervisor or manager to the internal auditor or audit group. A review of the requirements and findings/non-conformances written up will be made. A written reply will be made within 30 days. If a disagreement still remains, the issue will be elevated to the GMSSC meeting. A full review of the findings and disagreements will be presented at that time. The GMSSC members will make a decision for an equitable resolution.

III 9.6 Use of a Written Checklist

Written checklists are the preferred tool of conducting an audit. Written checklists of internal audit requirements will be used when conducting all internal audits and or evaluations. The auditor will make every effort to make certain that the department manager has received a copy of the checklist prior (one week) to the audit. If areas of concern arise that are not written on the checklist, and need to be investigated, the auditor may write the questions and make it a written part of the audit process. When a final report is given to the manager, a written record of questions or issues will be given to the department manager. Written checklists aid the department manager in knowing the expectations of regulations and the auditor prior to the audit experience.

III 9.7 Tracking and Resolving Hazards or Concerns

Defects identified during inspections may be repaired immediately, if the situation allows it, by on-site employees and supervisors. Safety critical hazards that cannot receive immediate attention will be noted on the inspection checklist (see appendix E). Items on this list are forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being written for each item. This will allow the work order system to track the defect until it is resolved. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the hazard log and managed by the SSRC committee. A corrective action plan (CAP), responsible person, and date will be assigned and follow-up inspections will verify that the hazard has been resolved.

The majority of safety hazards and concerns are resolved immediately by employees and supervisors, and require no formal tracking process, other than the inspection checklist to show issues have been resolved. Some hazards or concerns that are not resolved in a reasonable manner or that involve other departments or require management review, are reported to the Rail Safety Committee (RSC) and Bus Safety Committee (BSC). If the matter is not resolved at this level, that it is referred to the Safety and Security Management Review Committee (SSRC). Please see the pertinent sections of the TASP describing RSC, SSRC, and hazard management processes.

III 10 Drug and Alcohol Program and Medical Monitoring

III 10.1 Drug and Alcohol Program

UTA is governed by the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and US DOT Drug and Alcohol standards found in 49 CFR Parts 40, 219, and 655. It is also governed by 49 CFR Part 29, the Drug Free Workplace Act. In response to these requirements, UTA has established a drug and alcohol policy including an addendum for FrontRunner rail services. This UTA Corporate Policy (6.2.1) meets all of the above standards and is administered by UTA's designated employer representative (Department of Human Resources). The FTA and FRA regularly audit this policy and its effectiveness. The UTA drug and alcohol corporate policy and addendum for FrontRunner rail services are available to all UTA employees on the UTA intranet, under corporate policies.

III 10.2 Medical Monitoring

Applying appropriate medical standards for safety-critical positions extends beyond a qualifying pre-employment examination. UTA has established ongoing standards for employees who perform safety-critical functions. Medical monitoring of employees whose conditions or physical and emotional health may not be acceptable in order to operate transit vehicles includes bus, flex-trans bus, and light rail operators, as well as commuter rail locomotive operators. Biannual physical examinations are required for each of these employees. Annual physicals are conducted on employees whose results fall outside the established DOT requirements. Standard DOT physicals are performed with emphasis on vision, hearing, weight, drug screening, diabetes, blood pressure vitals, sleep apnea and a physical exam by a physician. Employee's emotional health is evaluated using the employee assistance program provider. This program allows for 24 hours-a-day, 7 days-a-week availability for employee evaluations or counseling. Evaluations include alcohol/drug abuse, marital matters, personal problems, mental health, financial issues, legal difficulties, and stress/anxiety matters.

III 11 Procurement

III 11.1 Measures and Controls for the Procurement Process

The Finance Department under the direction of the Vice President of Finance manages the procurement process. Contracts administrators supervise procurement for projects or large contracts. All other buying is accomplished by and through the Supply Chain Department. This department also manages parts and warehousing. UTA Internal Auditing reviews purchasing procedures and practices and makes reports directly to the UTA board of trustees.

The Supply Chain Department handles quality assurance for day-to-day procurement activities. Received goods are compared to items ordered. Lot numbering or other certification is required on safety critical items. Receiving personnel assure that lot number documentation is provided before materials are received. Periodically, Supply Chain personnel or safety administrators will randomly sample hardware, slings, lifting devices, etc. for compliance with specifications. Periodically items will be functionally tested to assure they meet standards.

Safety data sheets (SDS) must accompany all hazardous materials received onto UTA property. All SDS received from vendors are 'attached' to the automated JDE item master file and submitted to the Safety Department for inclusion to the Safetec SDS database system. Should an incident occur, requiring quick access to an SDS, employees can easily print the document at anytime.

The procurement process requires that all safety-related products be approved by the Environmental and Safety departments before any item is purchased or added to the inventory system; prior authorization includes a review of the SDS. Prior to a contract being released, the contractor must agree to the contract language which requires personnel coming onto UTA property to follow all local, state, and federal safety and environmental laws. UTA is exploring additional measures of monitoring purchases that may create a hazard or concern that may need formal processes to address potential risks.

UTA's Safety Department reviews, approves, and monitors the purchase and storage of potentially hazardous materials. All purchases of potentially harmful product must be recorded into a data base, Safetec, which includes the download of the SDS sheet. Once in the database, safety and environmental administrators review the health, exposure, and other hazards for the product, and determine if the product is approved or rejected, or if safeguards should be implemented. Employees have access to the database to determine the potential hazards and safeguards.

III 11.2 Inspection and Control of Materials

All materials received by UTA are inspected at the time of delivery. Receiving procedures requires inspection to assure that UTA is getting the items and in the condition desired. Unauthorized hazardous materials or defective items are returned to the vendors and not accepted by UTA.

To further control safety, all specifications for parts and shop supplies are detailed on each part number in the item master file. Specifications include size, description, safety requirements, install instructions, warranty information, supplier requirements, and reorder guidelines. The information can be viewed by all maintenance and purchasing personnel but change access to the field is tightly restricted to the three inventory specialists and the senior supply chain manager to avoid accidental removal of data and/or specifications. Each time an item in inventory reaches calculated minimum quantities, an automated requisition is generated by the inventory system. That form prints with all the information and instructions detailed above.

IV. PROMOTION



IV PROMOTION

Pillar IV of the Transit Agency Safety Plan is **Safety Promotion**. This section describes the responsibilities of staff to the safety program, and encouragement of others to follow established policies. It describes the committee structure established to form the means of discussing, solving and if necessary elevating safety issues and concerns to resolution. Training and certifications to enhance the qualifications and competencies of UTA staff are described, along with the reoccurring activities at UTA designed to promote and remind all employees about safety in the organization.

IV 1 TASP Implementation Activities and Responsibilities

IV 1.1 TASP Committees and Position Responsibilities

UTA implements the TASP through a series of committees and department positions who have responsibility for specific areas, yet work in a coordinated manner to ensure the safety of the authority. As related in section I 3.2, safety is a key responsibility of all managers at UTA. All employees have the right to present safety concerns to their immediate supervisor, manager, or safety administrators. Any employee, supervisor, or manager that brings an incident, accident, safety concern, or hazard, in good faith will not be adversely affected, or be subjected to harassment or intimidation. These retaliations are not tolerated by UTA.

IV 1.2 TASP Committees

UTA implements the TASP collaboratively through a series of committees coordinating bus and rail operation and maintenance services. Concerns, if not resolved by the manager or supervisor, will be referred to and addressed by the respective safety committee. The following hierarchy of committees at UTA are established to address all safety issues.

IV 1.2.1 General Managers Safety and Security Committee (GMSSC)

The General Managers Safety and Security Committee is UTA's highest level safety committee, chaired by the general manager, /ED. The committee is alternately chaired by the chief safety officer. The GMSSC is comprised of the UTA corporate staff, which includes the executives, and the rail and business unit general managers.

The GMSSC reviews and approves safety policies, goals, and objectives. It coordinates the support and resources needed to maintain high safety standards for all aspects of service and system safety. The /ED through the GMSSC, is the ultimate authority for safety certification, system modification, and configuration management. This authority includes approving each project's safety and security certification statement.

The GMSSC committee meets quarterly to review reports on safety, accident trends, major accidents, urgent/safety critical concerns or hazards, internal/external audit findings, certification recommendations, items referred from the SSRC, and other items of concern to the GMSSC for comment, direction, resolution, and execution. Minutes are maintained and disseminated to members of the committee.

IV 1.2.2 Safety and Security Review Committee (SSRC)

The Safety and Security Review Committee is a high-level system safety and security review and coordination committee overseeing on-going safety efforts within UTA. The committee is chaired by the Chief Safety & Security Officer (CSSO), and alternately chaired by the UTA security manager. The SSRC is comprised of the CSSO, security manager and senior managers representing Rail Services (three managers), Bus Services (three), Capital Projects (one) and information technology (one). The committee oversees or takes the following actions:

- a. Forwards to GMSSC unresolved safety and security issues and required certifications
- b. Approves corrective action plans (CAP) for major accidents and safety critical items
- c. Decides unresolved hazards for bus and rail systems
- d. Ensures coordination of safety efforts between bus and rail systems

- e. Reviews safety and security certifications
- f. Approves management of change (MOC) solutions in the configuration management program
- g. Sets standards for and reviews results of or approves the following programs:
 - o Hazard Management
 - o Security
 - o TASP updates
 - o Project safety plans and procedures, including the following:
 - o Rules compliance
 - o Emergency management
 - o Service inspection
 - o Training and certification
 - o Hazardous materials
 - o Drugs and alcohol
- h. Ensures resolution of regulatory violations and non-compliance issues. (FRA, FTA, UDOT SSO, NTSB, OSHA, TSA, DHS)

Safety issues and actions are referred to the SSRC by design, construction, bus, rail, and fire / life safety committees. The SSRC may review as it selects, hazard analysis reports, risk assessments, corrective action reports, safety analysis, threat and vulnerability analysis, threat mitigations, hazard resolutions, NCRs, certification documentation, and fire/life safety concerns.

IV 1.2.3 Management of Change (MOC) Teams

Configuration management within UTA consists of the CCC process during design and construction, and of the management of change (MOC) process during operations. The MOC process is more extensively examined in section III 4 of this TASP.

This process is controlled by the SSRC during operations. As part of this process MOC teams are assigned to resolve and implement corrective action plans (CAPs) to improve the system or correct an identified hazard. CAPs are developed by the respective safety committees (RSC, BSC) and approved by the SSRC. Responsible staff to lead the MOC team are recommended by the safety committee and approved by the SSRC. CAPs costing in excess of \$ 5,000 require SSRC approval.

MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment that may not require formal safety certification but which may have safety impacts.

IV 1.2.4 Bus Safety Committee (BSC)

The bus safety committees coordinate on-going safety efforts within the operations and maintenance services of the bus system. They meet monthly to update and mitigate hazards in their facilities and on their systems. Committees are formed for the Ogden, Salt Lake, Building-8, Timpanogos and Special Services business units. The BSC committees are chaired by the regional general manager's delegate, the committees consist of: up to any manager within the unit, one operator and one maintenance staff from each facility (one admin. representative, one union representative), and the safety administrator-bus, who serves as a technical advisor and Co-Chair to the committee. The BSC chair position may be rotated annually, through the department's represented in the committee, with the new appointment made at the beginning of each year. The union appoints bargaining unit employees to the BSC annually to serve as safety representatives from the ranks of each department.

Committee members are granted an opportunity to speak, and to present safety issues to the BSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the BSC, and be available to others.

The BSC will maintain a hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the BSC. Issues not resolved in the BSC, or safety critical hazards, are referred to the SSRC.

BSC actions will include the following:

- a. Reviews facility and operations system safety issues identified by members, staff, audits, or inspections
- b. Maintains hazard log for all facility and operational hazards
- c. Assigns responsibility for correcting hazards
- d. Reviews open items for completion
- e. Ensure safety and regulatory rule compliance (FTA, OSHA)
- f. Regularly conduct inspections of facilities and operations to verify corrective actions, and to review safety in the system
- g. Report hazard log status and system safety review results to the SSRC

IV 1.2.5 Facility (Admin) Safety Committee

The Facility (Admin) Safety Committee coordinates safety efforts for administrative employees working at Front Lines Headquarters (FLHQ). The committee chair is assigned by a department supervisor in coordination with the safety manager and may be an employ from any of the administrative departments at FLHQ. The committee is co-chaired by the Safety Administrator – Facilities. Each of the administrative departments at FLHQ has a representative on the committee who is responsible for conducting monthly safety inspections in their assigned areas and voicing safety concerns to the committee. The committee meets monthly to update and mitigate hazards affecting administrative staff at FLHQ.

IV 1.2.6 Rail Safety Committee (RSC)

The rail safety committees (RSC) coordinate on-going safety efforts within the operations and maintenance services of the rail system. They meet monthly to update and mitigate hazards in their facilities and on their systems. A committee is formed for TRAX (light rail) and for FrontRunner (commuter rail). The RGM appoints a chairman who may be a senior manager, or alternately chaired by the maintenance facility manager. The committees consist of the Operations manager, two representatives (one Union rep, one admin rep) from operations, LRV maintenance, Facility Maintenance, Maintenance of Way and the safety administrator-rail, who serves as a technical advisor and Co-Chair to the committee. The corresponding maintenance facilities (Midvale, Jordan River, and Warm Springs rail service centers) are represented respectively on their RSC. The RSC chair position is rotated annually, through operations and the department represented in the committee, with a new appointment made at the beginning of each year. The union appoints bargaining unit employees to the RSC annually to serve as safety representatives from the ranks of each department, voicing safety concerns to the RSC.

Committee members are granted an opportunity to speak, and to present safety issues to the RSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the RSC, and be available to others.

The RSC will maintain a local hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the RSC. Issues not resolved in the RSC, or safety critical hazards, are referred to the SSRC.

RSC actions are similar to those listed under the BSC above. Additionally the RSC examines compliance with General Code of Operating Rules (GCOR), (FRA 49 CFR Part 214, 49 CFR 200-399; FTA 49 CFR 673).

IV 1.2.7 Fire Life Safety and Security Committee (FLSSC)

The Fire Life Safety and Security Committee serves as a liaison between system safety, rail and bus service, and local police, fire and emergency response agencies. The FLSSC is chaired by the safety administrator-Commuter Rail, and alternately chaired by the Emergency Management Manager. Members include local police, fire, and EMS staff, and UTA's public safety, bus operations, and rail supervisors.

The FLSSC coordinates inspections and drills to verify the fire life safety and security emergency response, and familiarization and compliance in the system. Drills are initiated during the activation phase, and continue during revenue operations, per federal requirement, to maintain an effective inter-agency rapport.

IV 1.2.8 Construction Safety Committee (CSC)

The Construction Safety Committee coordinates on-going safety efforts between construction contractors, reviews construction safety programs, conducts roadway worker protection training, and reviews claims summaries. The CSC is chaired by the safety administrator-construction, and alternately chaired the UTA safety manager. The committee consists of the Capital Projects senior program manager-construction, safety administrators, safety training, claims manager, contractor's safety managers, and construction managers. The CSC coordinates closely with the SSWG and participates in the PHA and TVA reviews.

The purpose and scope of the committee is to prevent accidents, illness, and casualties to UTA employees involved with all aspects of construction, inspection, and maintenance activities.

IV 1.2.9 Configuration Control Committee (CCC)

The Configuration Control committee (CCC) has been established as a management tool to assist in evaluating recommended changes to a particular project and providing final approval for configuration and budget changes. The CCC's function is to address the need for continuity through the entire life of the project. It is essential that changes to the project be communicated through the proper channels and that all necessary personnel have been notified. More importantly, the function is to monitor, evaluate, recommend and carry out any changes in the scope of the project through all project stages.

The Capital Development SOP 003 has been developed to guide the CCC process and give direction and authority from the Director of Capital Projects to monitor progress of capital projects. This SOP also outlines the composition of the committee.

IV 1.2.10 Activation Committee (AC)

The Activation Committee is a working committee of managers that meets regularly, combining safety and security verification process functions into UTA's construction, systems integration, and testing phases of new projects. The AC is made up of an activation manager and one manager from each of the following four supporting disciplines: Safety, (Capital) Civil, Systems and Operations.

UTA has instituted the use of the Activation Committee and the Hold Point process to bring on rail, new bus and facility projects. The membership of the committee may change slightly to best fit the role of the AC. The remainder of this section describes the project activation process.

Each discipline manager will be responsible for ensuring all certified items lists (CILs), procedures, tests, filing of documents, and any other assigned activities for his/her group are completed in accordance with applicable parts of the activation plan. Three of the four discipline managers, identified above, will each be assigned coordination responsibilities for one of the three activation primary functions-safety and security certification, system integration testing, and services. The AC will oversee and approve all activation documents and activities.

The Activation Manager (AM), with help from the AC, will ensure that the project follows the activation process, that all documents are properly completed and filed correctly, and that all necessary safety and security certifications are properly completed and signed before the project enters revenue service.

The AC will meet regularly to develop and finalize details of the AP specific to the project, and then manage activation activities against the plan. They will also discuss progress, issues, and concerns in regard to activation activities and requirements. Meeting minutes will be recorded and filed each time the committee meets. An action items list will be included with the minutes, and will be updated and discussed each time the committee meets to ensure responsibility and completion of items deemed critical to successful activation. The committee will create, maintain, and adhere to an activation-specific schedule, which will help to ensure completion of activation and start-up activities prior to scheduled revenue service dates.

Following commencement of revenue operations, the AC provides "lessons learned" input to planning and design teams, and for improved processes for the next activation.

IV 1.2.11 Safety and Security Working Group (SSWG)

The Safety and Security Working Group (SSWG) is established by the Project Manager for each project that significantly changes the interaction of employees or patrons with the UTA system. The SSWG examines the design and specifications of safety and security critical systems on the project. The SSWG is chaired by the PM, project director, or a designee. Primary responsibilities of the SSWG are to establish the preliminary hazard analysis, focus on and mitigate hazards on the project, and coordinate the project safety elements through design, construction and activation. The threat and vulnerability assessment (TVA), if conducted, is also coordinated by the SSWG.

The SSWG begins during the design phase and conducts regular review meetings, separate from ongoing design efforts, to focus specifically on safety issues. The project manager ensures that safety considerations are continually considered during regular design reviews. Design modifications that are recommended to be incorporated into the UTA design criteria are referred to the Capital Projects civil design manager for review at the design and construction meeting (DCM). Modifications are then forwarded to the Configuration Control Committee (CCC) for approval if the modifications are significant enough.

Core members:

- UTA Construction/Design Safety Admin
- UTA Security Manager
- UTA Video Security Admin
- UTA Mode Safety Admin, if applicable

Members at Large:

- UTA Project Manager
- Designer/Architect
- UTA Transit Police Officer
- End User to include, as applicable
- Facility Personnel

Operations

- MOW
- Admin Personnel
- ADA Specialist

Intent – to review systems from an end-user perspective, looking for hazards that can be 1) engineered out of the system, 2) corrected with SOP, procedures, etc. or 3) addressed with PPE.

The SSWG may not change the scope of the project, but may make decisions that relate directly to the remediation of specific hazards. To this end, it is best for the SSWG to be included in the scope phase of the project plan.

The SSWG defines the job specific CILS and creates and maintains the PHA. If the SSWG determines that the residual risk of a hazard cannot be reduced below Medium, then the SSWG presents its findings to the SSRC for final risk analysis.

IV 1.2.12 Accident Evaluation Group (AEG)

The AEG is comprised of key UTA staff from varying departments that would have a role in the development of a Corrective Action plan resulting in UTA involved accidents. UDOT will also be an invited member to all AEG meetings and play an active role in identifying casual or contributing factors.

IV 1.2.13 Accident Review Committee (ARC)

Accidents involving damage or injury are reviewed by the Accident Review Committee to determine whether it was avoidable or unavoidable. The ARC is coordinated through the claims department, and consists of two

members of management, and two bargaining unit employees, who alternate chair the ARC. Each ARC will also have a tie-breaker member appointed, as accepted by management and the union.

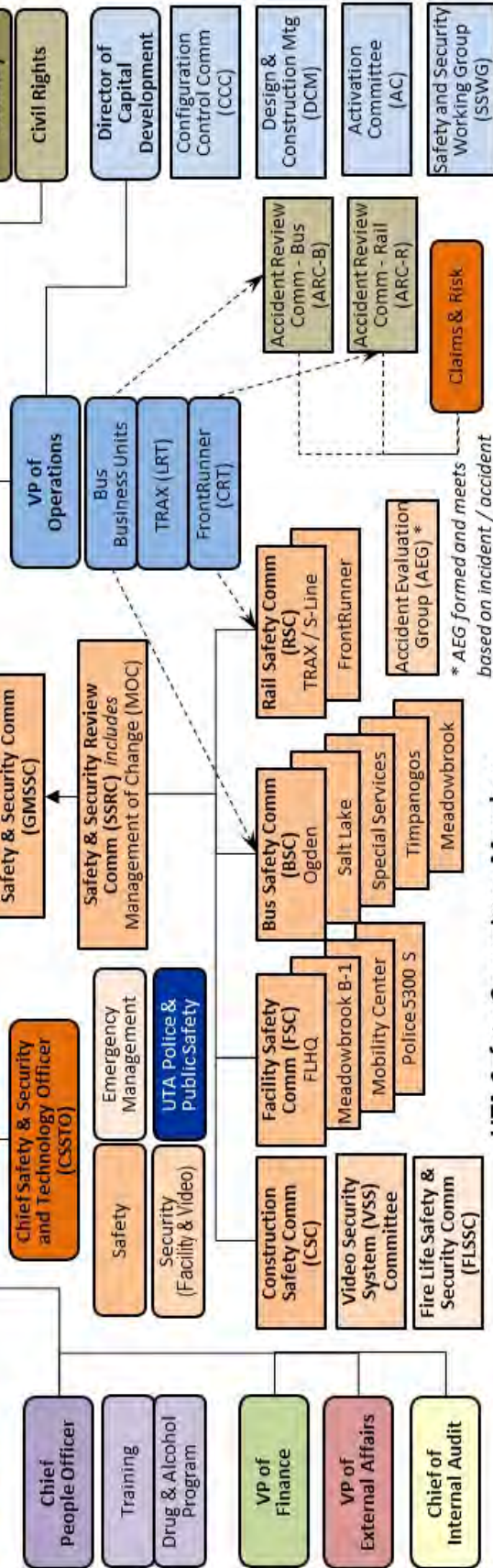
Members of the ARC committee review each accident individually, and then render a sealed vote as to whether the accident is avoidable or unavoidable. The sealed votes are counted by the chair with a member of management, and a union representative. Avoidable accidents are charged against the operator or driver, and then classified for damage and injury severity, by UTA's claims unit. Avoidable severity classifications have varying degrees of disciplinary action, up to and including termination. See UTA Business Unit Standard Operating Procedure, No.BU6.8.1.7.

IV 1.2.14 System Safety Committee Organizational Process Chart

UTA has formed a number of committees to combine and coordinate the efforts between system safety, rail service, capital projects, and other departments or agencies, to effectively address safety and security concerns. The current diagram of safety related committees is provided on the following page.

Safety Committees Structure

As of : Nov 2018



UTA Safety Committee Members

Committee Chair >	GMSSC Executive Director CSSTO	SSRC UTA Police Chief	FLSSC SA-FrontRunner Em Mgmt Mgr	CSC SA-Construction Safety Manger	BSC x5 BU RGM/Snr Mgr BU Maint Mgr	RSC x3 RS RGM/Snr Mgr Maint Mgr	FSC x4 Senior Mgr	AC Activation Mgr	VSS Video Sec Admin CSSTO
Members >	VPC(5) Invitees Claims Legal HR Mgr	BU RGM x 2 BU Maint Mgr RS FR Mgr RS TRAX Mgr RS MOW Mgr Cap Dev Prj Dev Cap Dev Constr Technology Office MOW Facilities	UTA Police TRAX Opns FR Opns Bus Opns UTA Dispatch SLC Police SLFD TSA Rep	Cap Dev Constr SAS Safety Training Security Claims Contractor's Construction Mgr Safety Manager	SA-Bus BU Opn Mgr Operators (2) Maint Staff (2)	SA-Rail Opn Mgr Operators (2) Maint Staff (2)	Facilities Rep Dept Mgrs/Rep SA Opns (Rail, Bus or Facilities)	Safety Systems Civil/Construct. Invitees VPO CSSTO	IT Rep Bus Rep Rail Rep Facilities Rep Invitees Legal
Committee Chair >									
Alt Chair >									
Members >	Cap Dev Env Mgr Cap Dev Facilities Claims Legal SAs Auditor SSO	Assoc Mbrs Local Police Local Fire Invitees Insurance Agents	Invitees Legal Insurance Agents	Invitees Legal Insurance Agents	Invitees Claims Legal	Invitees Claims Legal	Invitees Claims Legal	Invitees VPO CSSTO	ARC x2 Admin Ops-B CUBU Ops-B Admin Ops-R CUBU Ops-R Tiebreaker Invitees Legal Claims



IV 1.3 Department Position Responsibilities

All employees have the right and responsibility to address safety in their work area, and on the system, and to present safety concerns to their immediate supervisor, manager, or safety administrators. The Manager coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated. Specific departments and positions within UTA have inherent safety responsibilities. Those departments, illustrated in the UTA Safety Organization chart, and positions are addressed in the following matrix and sections.

System Safety and Related Tasks Matrix

- P - Primary Responsibility
- S - Support Responsibility
- RC - Review and Comment
- A – Approval

Safety Tasks	System Safety	Rail Ops.	Rail Veh. Maint	Rail MOW	Cap Dev	Fac. Maint	RSC/BSC	SSRC	GMSSC	UTA Board	HR	
Prepare safety policy statements	P	S	S	S	S	S	RC, A	RC, A	A		S	
Approve UTA corporate policy statements	S	S	S	S	S	S	S	S	A	A	S	
Update TASP	P	RC, S	RC, S	P	RC, S	RC, S	S	RSC	RC, A		RC, S	
Hazard management process	P	S	S	S	S	S	P	P	P			
System modification	P	S	S	S	P	S	S	A				
Safety certification	P	S	S	S	P	S	S	P, RC,	A			
Safety data collection and analysis	P	S	S	S	S	S	P	P	RC,A			
Accident/incident investigations	P	P	P	P		P	S	RC, A	RC,A			
Emergency management	P	P	S	S	S	S	S	RC, A	RC,A			
Internal safety audits and reviews	P	S	S	S	S	S	S	RC,A	RC,A		S	
Rules compliance	P	P	P	P	P	P	S	RC,A				
Facilities/ equipment inspections	S	S	P	P	S	P	S	S				
Maintenance audits/inspections	S	S	P	P	S	P	S	S				
Training/ certification program-employees and contractors	S	P	P	P	P	P	S	S				
Configuration management/control	P	S	S	S	P	S	S	RC,A	RC,A			
Local, state, federal requirements	P	P	P	P	P	P	S	S				
Hazardous material programs	P	S	P	P	P	P	S	S				
Drug and alcohol program	P	P	P	P	P	P	S	S			P	
Procurement	S	P	P	P	P	P	S	RC,A				
Roadway worker program	P	S	P	P	P	P	S	S				
FRA rules, regulations, safety initiatives, programs	P	P	P	P	P	P	S	S				

IV 1.3.1 Safety Department

The Safety Department has review responsibility for Design, Construction, Light Rail (TRAX), commuter rail (FrontRunner), bus, and paratransit safety. Safety Administrators in the department have specific responsibilities within their areas - but are coordinated to assist throughout the organization. The Safety Department also promotes safety within UTA through weekly safety messages, monthly safety posters and involving UTA employees by rewarding good acts of safety and ideas. UTA also promotes safety within the community through ongoing education outreach through Operation Life Saver, community safety fair and trucking association presentations.

IV 1.3.1.1 Chief Safety and Security Officer

UTA Safety Department is led by the Chief Safety Officer who has direct reporting responsibility to the ED. The CSSO has been delegated specific responsibilities, by the GM/ED, for the management of: system safety, occupational safety and health, accident and incident investigation, the continuous hazard management process, the internal safety audit process, oversight of construction safety, safety and security certification, safety data collection and analysis, industrial hygiene, safety training, safety program implementation, regulatory compliance, and monitoring the implementation of the TASP.

The CSSO typically meets with the GM weekly, typically during Corporate Staff and Executive Team meetings to provide updates on safety issues, safety priorities and hazard management and the impacts of budget reductions and resource constraints on the performance of safety-related maintenance activities and requirements. The CSSO coordinates safety activities with all other executives.

CSSO leads the GMSSC and the SSRC meetings, manages the Safety Administrator - Construction and coordinates construction safety with Capital Projects Department. CSSO serves as the approving authority during the System Safety Certification Program "hold point" process.

IV 1.3.1.2 Manager of Safety

The Safety Manager coordinates all activities of the Safety Administrators serving the operational functions of rail and bus. The Safety Manager holds weekly update meetings with the CSSO and coordinates ongoing operational safety efforts on a daily basis. The Safety Manager is responsible for:

- a. functionality of the Safety Management System
- b. internal safety audit program of UTA
- c. Industrial hygiene and administrative facility safety

IV 1.3.1.3 Safety Administrator - Construction

The Safety Administrator Construction oversees safety of all construction projects at UTA. SA-C responsibilities include:

- a. reviews contractor's safety plans
- b. conducts Construction Safety Committee meetings
- c. conducts roadway worker protection training for all contractors and administrative staff
- d. completes weekly safety reports

IV 1.3.1.4 Safety Administrator - Rail (FrontRunner)

The Safety Administrator - Rail for commuter rail oversees safety of all operational activities and facilities related to the FrontRunner system and Warm Springs maintenance facility. SA-R (FR) responsibilities include:

- a. hazard mitigation and tracking log for FrontRunner
- b. rules compliance
- c. conduct and lead the Fire Life Safety Committee activities and drills
- d. completes weekly safety reports
- e. coordinates with rail safety committee
- f. coordinates FRA activities and audits
- g. conducts RWP training

IV 1.3.1.5 Safety Administrator - Rail (LR)

The Safety Administrator - Rail for light rail oversees safety of all operational activities and facilities related to the TRAX system and the Midvale and Jordan River Service Centers. SA-R responsibilities include:

- a. hazard mitigation and tracking log for TRAX
- b. rules compliance

- c. completes weekly safety reports
- d. coordinates with rail safety committees
- e. coordinates with UDOT State Safety Oversight (SSO)
- f. coordinates FTA activities and audits

IV 1.3.1.6 Safety Administrator - Bus

The Safety Administrator - bus for bus system oversees safety of all operational activities and facilities related to the bus and paratransit systems and associated maintenance facilities to include Ogden, Central, Meadowbrook, Timpanogos, Riverside business units. SA-B responsibilities include:

- a. hazard mitigation and tracking log for bus
- b. rules compliance
- c. completes weekly safety reports
- d. coordinates with bus safety committee
- e. coordinates FTA activities and audits
- f. enter and track NTD accident data

IV 1.3.1.7 Emergency Management Program Manager

The Program Manager has the responsibility for implementing and coordination all of UTA emergency management activities (planning, training, exercises, responding, recovery, etc.), ensuring plans, directives, SOPs, and SOGs are relevant and current, developing, implementing, and managing the UTA emergency response capacity (supplies, equipment, etc.), coordinating UTA's response plans with external agencies, and integrating UTA's Emergency Preparedness Plan, Transit Agency Safety Plan, Security Preparedness Plan, and Emergency Response Plan's.

IV 1.3.1.8 UTA Chief of Police / Public Safety Manager

The UTA Chief of Police / Public Safety Manager reports to the Chief Safety and Security Officer and is responsible for the day-to-day management of the safety and security of all operations, maintenance and administration facilities of UTA rail, bus, and paratransit systems.

IV 1.3.2 Operations Department

IV 1.3.2.1 Vice President of Operations

The Vice President of Operations reports directly to the ED and is responsible for the day-to-day management of the safe operation and maintenance of the UTA rail, bus, and paratransit systems. The VP of Operations coordinates the General Managers for Rail and Regional General Managers (bus) in accomplishing this mission. The VP of Operations collaborates with the Chief Safety Officer and all members of the Executive Team to effectively implement this Transit Agency Safety Plan, Safety and Security Certification Program Plan, and Security Program Plans through the development and implementation of required plans, procedures, and processes. The VP of Operations also ensures appropriate resources are allocated for the implementation of safety projects and plans.

IV 1.3.2.2 Light Rail Service General Manager

The Light Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling of all functions and activities of TRAX light rail and streetcar, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service. Provides guidance in the development and implementation of standard operating procedures, safety regulations (with oversight from the Safety Department), and fee schedules for Light Rail in compliance with federal, state, county and municipal rules and regulations. Oversees long-range planning and development of Light Rail programs and projects. Assists the VP of Operations in developing programs to meet the needs of citizens. Helps provide a culture of employee

engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission.

IV 1.3.2.3 Commuter Rail Service General Manager

The Commuter Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling all functions and activities of FrontRunner Commuter Rail, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service, provides oversight and development and implementation of standard operating procedures, safety regulations, and fee schedules for commuter rail in compliance with federal, state, county and municipal rules and regulations. The Commuter Rail Service GM oversees long-range planning and development of Commuter Rail programs and projects, and assists the VP of Operations in developing programs to meet the needs of citizens. Additionally the Commuter Rail Service GM helps provide a culture of employee engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission,

IV 1.3.2.3 Manager of Rail System Infrastructure

The Manager of Rail System Infrastructure is responsible for all rail maintenance facilities and all rail corridor and system infrastructure (Maintenance of Way). The manager ensures compliance with roadway worker protection training, training for all equipment workers within facilities.

The Manager coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated.

IV 1.3.2.4 Regional / Service General Managers (Bus/Special)

The Regional General Managers report to the VP of Operations and have the day-to-day responsibility for the safe operation of the bus and paratransit systems and maintenance facilities. The RGMs ensure compliance with driver and maintenance operations and safety training.

IV 1.3.2.5 Vice President of Finance

The Vice President of Finance reports directly to the ED and has the responsibility for the offices of Accounting, Treasury, Supply Chain, transit-oriented development and Financial Management. Has responsibility for ensuring that only approved chemical and hazardous materials are procured, the requesting departments have coordinated safety and environmental requirements of contracts prior to advertisement.

IV 1.3.2.6 Director of Capital Projects

The Director of Capital Projects reports to the VP of Operations, Capital, and Assets and has the responsibility for project development and delivery, construction, State of Good Repair projects, environmental, and grant administration. The Director has responsibility for ensuring approved designers and contractors are retained, design criteria, safety programs for construction are in place on all projects, construction and systems integration testing for all new rail, bus and facility projects.

IV 1.3.2.7 Senior Program Managers

Senior Program Managers report to the Director of Capital Projects and have responsibility for Project Delivery, Construction and Quality, and Environmental compliance and mitigation. System Safety Certification Program, with "hold points", is the responsibility of the SPM project delivery.

IV 1.3.2.8 Information Technology Director

The IT Director reports to the CSSO and is responsible for developing, maintaining and securing UTA's enterprise computer systems and architecture; ensuring appropriate backup and recovery during emergency services; researching and implementing new technology systems to enhance transit services, and electronic fare collection.

IV 1.3.2.9 Vice President of External Affairs

The Vice President of External Affairs (Communications) reports directly to the ED. They oversees a staff that is responsible for the agencies' external communications, advertising requirements and revenue, coordination of fare rates and medium and bargaining unit coordination.

IV 1.3.2.10 Director of Planning

The Planning Director reports to the VP of External Affairs. They oversee a staff that is responsible for all the agencies' long range transit planning, strategic business planning, financial planning and funds programming, transit-oriented development planning, as well as project development and system optimization

IV 1.3.2.11 Managing Attorney

The Managing Attorney reports directly to the Board of Trustees, and is responsible to review and provide necessary legal advice on safety and environmental issues, managing liability and worker's compensation claims, reviewing new safety and environmental legislation, or regulations which may impact UTA's functions or operations,

IV 2 Training and Certification Program

IV 2.1 Employee and Contractor Safety

Training and certification is a paramount concern, and as such UTA has developed a number of educational programs. The following employee classifications perform work that requires safety training and or certification:

- a. Train operators
- b. Operations personnel (hosts, report, etc.)
- c. Vehicle maintenance
- d. Maintenance of way (infrastructure/systems)
- e. Facility maintenance
- f. Passenger facilities maintenance
- g. Controllers
- h. Other personal and contractors that foul or potentially foul UTA's rail right of way

IV 2.1.2 Line and Signal Technicians and Rail Maintenance workers

Line and Signal technicians and Rail Maintenance workers are required to complete roadway worker training on an annual basis. Line and Signal Technicians undergo training that is conducted by Union Pacific Railroad. This training consists of 4 two week phases and includes all elements related to signals and crossings and their maintenance, trouble shooting, and repair. In addition to signal training employees may participate in a lineman's correspondence course after completing all phases of the signalmen's school. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor. Rail Maintenance workers participate in two correspondence training courses: "Basic principles of track maintenance and advanced principles of track maintenance". After the completion of these courses a track maintenance worker must complete one year of maintenance work and must obtain approval of management before becoming a track inspector. Track Maintenance Supervisors must complete the same training in order to be able to inspect track. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor.

IV 2.2 Training and Certification for Employees and Contractors

UTA employees and contractor personnel, whether construction or service contractors, are required to be in compliance with applicable UTA rules and standard operating procedures (SOP) as well as local, state, and federal safety regulations. Service contractors who perform specific jobs under contract are required to be in compliance with specific safety or environmental laws that are or may be affected by their work.

UTA has developed a *Construction Safety Program Manual* that governs contractor safety specifically for contracted construction workers for UTA. This manual outlines procedures and responsibilities of UTA project managers and contractor personnel who contract with UTA to perform construction work activities. Additionally, the UTA safety goal is to achieve accident-free construction projects.

The UTA *Construction Safety Program Manual* reflects minimal standards. All general contractors, contractors, and their sub-tiers will be expected to meet or exceed the standards and good safe practices outlined in the manual and their own safety program, whichever is more stringent.

The UTA grants and contract administrator will review and implement into contract language requirements for the contract employees to meet. These contracts are written and reviewed by UTA's Office of General Counsel as well as the contract administrator to assure that specific safety and environmental requirements for contract employees are met.

IV 2.3 Work-Required Training for Employees and Contractors

All UTA employees and contractor personnel that will be working in the TRAX or FrontRunner corridors, who foul or have the potential to foul the tracks (within 10' of centerline of track), must receive the roadway worker protection training prior to beginning their work.

Contractors are responsible to train their employees on OSHA-required training prior to performing UTA projects. Other related training that contract employees and UTA employees will be current on includes the following:

- Hazard communication
- Blood-borne pathogen awareness hazardous energy control
- General safety awareness
- Work-required training for safety sensitive employees and contractors

Employees and contractors, who are under a legal contract with UTA, are obligated to comply with specific safety and environmental requirements and demonstrate quality of workmanship by observation and records reviews. Employees and or contract employees will meet the training, inspections, testing, and maintenance specifications as outlined in 49 CFR as it relates to commuter rail vehicle maintenance and personnel training. UTA supervisors, managers, and safety administrators are authorized to make regular observations of work being performed and will determine whether or not safety and environmental requirements are being complied with. The quality of materials and construction processes will also be reviewed by designated quality assurance personnel. Training courses given to employees and contractors will require that tests be completed prior to the completion of coursework. These will be the primary methods used to assure that compliance is obtained.

UTA identified tasks related to the inspection, testing, and maintenance required by Part 238.109 that must be performed on each type of equipment that FrontRunner operates.

Required Training	Train Operators	Controllers	Line & signal	Rail Maint.	Veh. Maint.	Facilities M.
RWP	Annual	Annual	Annual	Annual	Annual	Annual
Basic Track Principles	-	-	-	Optional	-	-
Advanced Track Principles	-	-	-	Optional	-	-
Signal Cert	-	-	Initial	-	-	-
Lineman's Course	-	-	Optional	-	-	-
Blood-borne path	-	-	-	-	Annual	-
Lock out/Tag out	-	-	Annual	-	Annual	Annual
Train license (N.S.T)	-	-	-	-	Initial	-
Blue flag protection	-	-	-	-	Annual	-
Forklift	-	-	Biennial	Biennial	Biennial	Biennial
Train operator cert	Initial	-	-	-	-	-
Train operator re-cert	Annual	-	-	-	-	-
Controller Cert	-	Initial	-	-	-	-
Controller Re-cert	-	Biennial	-	-	-	-
Hazard Comm	Initial	Initial	Initial	Initial	Initial	Initial
Equip Cert	-	-	Initial	Initial	Initial	initial

IV 2.4 Employee and Contractor Safety Programs

UTA has a multifaceted employee safety program. This program is developed by the operations performance office in conjunction with the various UTA departments affected by the program. The program is generally described in the UTA *TASP*, the *Construction Safety Manual*, the FrontRunner and TRAX rulebooks, and the *Environmental Compliance Policy Manual*. By this program, UTA, its management, staff, and employees are required to follow all applicable local, state, and federal regulations addressing safety. These regulations include the employee right to know provisions. The program also addresses standard industry practice for safety requirements. Within the operations performance office, the safety administrators are responsible to work with the line authority management to assure safety policy provisions are appropriate and being followed at Rail Services.

IV 2.5 Construction Safety Requirements

The construction safety program is developed and managed by UTA safety administrators. This program defines construction safety functions and responsibilities and other construction safety requirements such as safety equipment, documentation, and safety personnel. All contractors and UTA employees must comply with Occupation Safety and Health Administration (OSHA) rules and the requirements of the construction safety program, UTA Rail Services rule books, SOPs, and individual company contract agreements with UTA.

Contractors who have personnel working around rail systems may be regulated by 49 CFR Part 214, the Roadway Worker Protection Act. Responsive to that requirement, UTA has established a training and certification class for rail roadway workers. All construction and UTA employees who may work on or near the tracks are required to attend this training annually and obtain a certification card or sticker to keep on their person.

The UTA construction safety program will be reviewed and updated on a bi-annual (two-year) basis. The safety administrator–construction will have primary responsibility for this update. The safety administrator–construction will also be the responsible party for participating in the Federal Transit Administration (FTA) Triennial Audits 49 CFR 673 as they are conducted each three-year cycle.

2.6 Training and Certification Training, Courses, Education

Training Administrators maintain electronic training records for the following items: RWP, blood borne pathogens, hazardous communications, Train operator certification, Train operator re-certification, controller certification, controller re-certification, train equipment certification, train license (N.S.T.), lockout tag out, blue flag protection and forklift certification. All safety related courses that are conducted in a classroom environment or through computer based delivery are also maintained electronically by the Training Administrators.

Records for the following training: lineman’s course, signal certification and basic/advanced track principles are maintained in the employee training records, in paper form and are available for audit and review. These records are available directly from the rail department managers. The training supervisor and management review the training records to determine completion. Most training is done annually, with all operators, employees, and supervisors being trained in the same month.

IV 2.6.1 Safety Administrators Certification

The Safety Department recognizes the FTA Transportation Safety Institute (TSI) to administer transit safety and security training certifications for all safety administrators at UTA. All safety administrators will complete the TSSP within the first two years of their safety assignment. This certification involves the successful completion of the Transit Safety and Security Program Certificate as outlined by TSI training manual. Courses required are:

- a. Transit Rail/Bus System Safety
- b. Transit Rail/Bus Incident Investigation
- c. Effectively Managing Transit Emergencies
- d. Safety Management Systems
- e. SMS Awareness CBT
- f. SMS Assurance Webinar
- g. Note: Safety refresher training is held during safety department meetings.

UTA Safety Administrators are TSSP Certified through the Transportation Safety Institute and are eligible to receive additional safety certification through the World Safety Organization. Safety related instruction is emphasized through UTA's corporate policies and procedures, maintained on UTA's intranet.

IV 3 Local, State, and Federal Requirements

IV 3.1 Corporate Policies

The board of trustees, in their Policy Operational Directive for Safety (2.1. Safety No. 1.2.1), creates the foundation that ensures the safety of employees, passengers, and the general public. The following corporate standards are incorporated into UTA's corporate policies that include local codes, state, federal, and OES&H standards and other safety initiatives. Safety requirements are applicable to UTA employees, contractors, passengers, and the general public.

IV 3.2 Corporate Safety Policies

- 4.3.1 Employee and Public Safety
- 4.3.5 Fire Protection and Evacuation Plans
- 4.3.6 Hazard Communication or Right to Know Policy (OSHA)
- 4.3.12 Personal Protective Equipment
- 4.3.15 Responding to Employee Complaints and Concerns
- 4.3.17 Safety Committee
- 4.3.20 Visitor Access
- 4.3.22 Safety Shoes (SOP) (Renumbered U 2.1.2.3)
- 4.3.23 Emergency Notification Policy
- 4.3.24 Safety Glasses Policy

Operations Safety Standards

- OSH 4.211 Machine Equipment Safety Guarding Plan
- OSH 4.146 Confined Space entry
- OSH 4.1030 Exposure Control (BBP)
- OSH 4.22 Fall Protection
- OSH 4.147 Hazard Energy Control
- OSH 4.95 Hearing Protection
- OSH 4.33 Hot Work
- OSH 4.176 Power Industrial Truck and Forklift Safety
- OSH 4.179 Overhead lifting
- OSH 4.1903 Regulatory insp response
- OSH 4.134 Respiratory protection
- OSH 4.25 Roadway Response Safety
- OSH 4.5 Safety Inspections and Audits
- OSH 4.94 Spray Painting Operation
- OSH 4.21-30 Walk and Working Surfaces

IV 3.3 Health and Environmental

- 4.4.1 Environmental Protection (Renumbered 4.1.5)
- 4.4.1-1 Environmental Protection (SOP)
- 4.4.2 Battery Recycling (SOP)
- 4.4.3 Electronic Waste and Mercury-Containing Equipment (SOP)
- 4.4.4 Hazardous Waste Management (SOP)
- 4.4.5 Parts Washer Solution Management (SOP)
- 4.4.6 Industrial Waste Water (SOP)
- 4.4.7 Public Transit Shelter Cleaning (SOP)
- 4.4.8 Spill Response and Reporting (SOP)
- 4.4.9 Storm Water Pollution Prevention (SOP)
- 4.4.10 Universal Waste Management (SOP)
- 4.4.11 Used Oil Filter Management (SOP)
- 4.4.12 Used Oil Management (SOP)
- 4.4.13 Vehicle Engine Idling

IV 3.4 Occupational, Environmental, Safety and Health (OES&H)

An important aspect of safety compliance falls under Occupational, Environmental, Safety and Health (OES&H) rules, regulations, guidance, and initiatives. UTA's safety administrators work closely with managers, supervisors, and employees to ensure understanding of the various requirements of OES&H, as well as to other federal, state, and local rules, standards, and ordinances. UTA has developed additional guidance through the adoption of ISO 14001:2015 Environmental Management System, which requires all UTA employees to receive awareness training of environmental procedures and understand the requirements regarding environmental aspects. This training was given to all UTA employees at the time of ISO 14001:2015 Certification in 2006. All new employees receive awareness training about environmental commitments in their New Employee Orientation presentation. New employees are also trained by their supervisors on department environmental procedures involving SDS and hazard communication, recycling, spill response, excess idling, energy management, water conservation and reducing the UTA carbon footprint (greenhouse gas reduction).

The UTA Environmental Corporate Policy specifically requires UTA to be in compliance with legal requirements of all local, state, and federal laws.

Contractors performing work at UTA facilities, who bring chemicals onto UTA property, are required to participate in a Contractor Environmental Briefing which is presented to the contractor by the Environmental Compliance Administrator. During this briefing, UTA will understand what chemicals may be brought onto UTA property and understand the potential for spills or releases and impact on UTA if the chemicals are not handled according to manufacturer's recommendations. Copies of Material Safety Data Sheets of chemicals are provided to UTA by the contractors. Contractors must present their work plan and employee personal protection procedures for handling chemicals associated with the contracted work at UTA. At the conclusion of the contractor briefing, the contractor is required to sign the briefing with the Environmental Compliance Administrator. Contractor personnel who demonstrate a lack of understanding of applicable rules and procedures may be removed from the work site and require additional safety training be conducted. Briefing packages are maintained in the Environmental Department files. Additionally completed package briefings are kept on record with the UTA contracts department.

IV 3.5 Federal Railroad Administration and TRAX Light Rail

UTA's light rail service (TRAX) is one of the few transit agencies in America that is also regulated by the FRA, in addition to FTA, and UDOT SSO agencies. Portions of UTA's light railroad tracks share limited freight operations with railroad operators through temporal separation, and as such come under FRA jurisdiction. Aspects of UTA's TRAX service are regulated by the FRA. UTA ensures compliance with FRA regulations, as specified by 49 CFR Parts 213 to 240. UTA has received FRA waivers for a number of the CFR parts, as defined by a number of waiver agreements.

Joint FRA/FTA policy statements explain how these agencies coordinate their safety authority.

UTA rail safety administrators work closely with the FRA to ensure compliance, and to develop safety initiatives and programs to satisfy regulatory requirements.

IV 3.6 Federal Railroad Administration and FrontRunner Commuter Rail

It is the intent of this Transit Agency Safety Plan to meet all of the applicable FRA requirements for commuter rail (FrontRunner) as well as the Light Rail system. This plan will not identify all of the specific requirements of 49 CFR; however, it will identify the parts that will be regulated by the FRA. Specific standard operating procedures (SOP) will be developed in each of the operating areas of maintenance and operations, with the exception of waivers that have been approved by the FRA for the operation of the Light Rail system. These procedures will identify the inspection, testing, and maintenance of numerous tasks. The following is a list of Code of Federal Railroad Administration Regulations (49 CFR) relating to commuter rail operating equipment on standard gage rail that operates on or is connected to the general railroad system. This list is taken from the *Manual for the Development of System Safety Program Plans for Commuter Railroads* published May 15, 2006 by APTA.

Part	49 CFR Title	Purpose or Brief Summary of the Standard
213	Track Safety Guidelines	Prescribes minimum safety requirements for railroad track maintenance.
214	Railroad Workplace Safety	Prevent accidents and injury while working on or near the track. Roadway Worker Protection Parts A, B, C, D.
217	Railroad Operating Rules	Rules and practices with respect to the operation of trains and equipment on the general railroad.
218	Railroad Operating Practices	Contains the minimum requirements for operating rules and practices, timetables, and special instructions.
219	Control of Alcohol and Drug Use	Prevent accidents in railroad operations that result from impairment of employees by alcohol or drugs.
40	Transportation Workplace Drug Testing	DOT procedures for drug and alcohol testing in the workplace.
220	Radio Guidelines and Procedures	Minimum requirements governing the use of wireless communication with railroad operations.
221	Rear-End Marking Devices	Minimum requirements governing highly visible marking devices for the trailing end of the rear car for all passenger, commuter, and freight trains.
222	Use of Locomotive Horns at Public Grade Crossings	To provide safety at public highway-rail grade crossings by requiring locomotive horn use at public highway rail-grade.
223	Safety Glazing Standards - Locomotives	Provides minimum standards for glazing materials in order to protect railroad employees and passengers from objects striking windows of locomotive, caboose, and passenger cars.
225	Railroad Accident and incidents Reports, Classifications, and Investigations	Provide FRA accurate information concerning hazards and risks that exist on the nation's railroads.
228	Hours of Service of Railroad Employees	Prescribes reporting and record keeping requirements with respect to the hours of service of certain railroad employees. (See SOP 101.09)
229	Railroad Locomotive Safety Guidelines	This part prescribes minimum federal safety standards for all locomotives except those propelled by steam power.
231	Railroad Safety Appliance Guidelines	Appliances such as hand braking applications, coupling, running boards, ladders, steps, clearances, roof handholds, side handholds, etc.
232	Brake System Safety Standards for Freight and Other Non-Passenger Trains and Equipment; End of Train Devices	Sub-part "E" is for passenger trains; prescribes federal safety standards for freight and other non-passenger train brake systems and equipment. Sub-part "E" of this part prescribes federal safety standards not only for freight and other non-passenger trains, but also for passenger train brake systems.
233	Signal System Reporting Requirements	This part prescribes reporting requirements with respect to methods of train operation, block signal systems, automatic train stop, train control, and cab signal systems, or other similar appliances, methods, and systems.
234	Grade Crossing Signal System Safety	This part imposes minimum maintenance, inspection, and testing standards for highway-rail grade-crossing warning systems. This part also prescribes standards for the reporting of failures of such systems and prescribes minimum actions railroads must take when such warning systems malfunction.
236	Rules the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems,	This part establishes the minimum requirements for rules, standards, and instructions for testing, inspection, and maintenance of train signal devices and appliances.
238	Passenger Equipment Safety Standards	The purpose of this part is to establish minimum safety planning requirements that will lead to the prevention of collisions, derailments, and other occurrences involving railroad passenger equipment that causes injury or death to railroad employees, railroad passengers, or the general public; and occurrences to the extent they cannot be prevented.
239	Passenger Train Emergency Preparedness	Applies to passenger railroads and prescribes minimum federal safety standards for the preparation, adoption, and implementation of emergency preparedness plans by railroads connected with the operation of passenger trains, and requires each affected railroad to instruct its employees on the provisions of its plan.
240	Qualifications and Certification of Locomotive Engineers	Applies to all railroads, and establishes the minimum federal safety standards for training, testing, certification, and monitoring of all locomotive engineers to whom it applies regardless of the fact that a person may have a job classification title other than that of locomotive engineer.

IV 3.7 Construction Safety

Construction safety is administered in accordance with contract specifications, and applicable Federal, State and local safety requirements. The UTA Safety Administrator-Construction has primary responsibility for safety oversight of construction projects. The program is based on, and complies with applicable federal, state, and local safety codes and regulations, including UOSHA. Procedures have been established for the control of operating hazards, including but not limited to chemicals, noise, cut and abrasion injuries, strain, and sprain injuries. Contractors are required to comply with these requirements for the safety of their own employees as well as to safeguard UTA employees, contractors, passengers and the public.

Engineering and Project Management approves the contractor's safety program plan and supporting documentation, with the concurrence of the Safety Department. Particular emphasis is placed on work that may affect UTA operations, passengers, facilities, and personnel. All contractors working in the UTA rail rights of way, or interfacing with UTA Rail Operations are required to attend Roadway Worker Protection (RWP) safety training. This training covers track access, right of way flagging, and operating procedures. Audits of the contractors are conducted to assure compliance with Federal and State Law, and the UTA requirements.

IV 3.7.1 Employee and Contractor Awareness of FRA Requirements

UTA employees and contractors are required to be aware of and comply with specific FRA regulations. Roadway Worker Protection (RWP) (49CFR214) is a safety requirement that employees and contractors must follow. Employees and contractors who may foul the tracks or have potential to foul the tracks while performing their work are required to receive specific Roadway Worker Protection training before they perform roadway work. The rail control centers have established a Work Permit which must be completed and submitted for approval prior to working on the tracks. Contractors and employees must receive RWP training and verify competency through testing. Track Access Coordinator reviews and verifies training requirements prior to approving work permits. Safety personnel and Rail Supervisor personnel may remove an employee or contractor from a worksite if he/she demonstrates a lack of knowledge and understanding of applicable RWP rules and procedures.

Contracts require compliance with specific UOSHA regulations and employee safety programs as applicable to the work being performed. Safety personnel and rail supervisory personally conduct inspections of contractor worksites to assess contractor employee knowledge of and compliance with regulatory and contract requirements. Deficiencies are brought to the attention of contractor project managers for corrective action.

Specific UTA employees must comply with Hours of Service requirements set forth by the FRA while in the performance of specific job duties. Currently Train Operators, Operations Supervisor/Controllers and Line and Signal Technicians must comply with Hours of Service requirements.

IV 3.7.2 Personal Protective Equipment

Appropriate personal protective equipment (PPE) such as safety glasses, safety boots, gloves, face shields and work uniforms, etc. is provided and is required to be used in performing various work by UTA personnel. This equipment is evaluated and approved by the safety department prior to procurement. Employees who are required to wear approved safety work boots use a tool or uniform allowance or may use a UTA P-card to make the purchase. UTA provides personal protective equipment and supervisors approve purchases as needed by the employees.

IV 3.7.3 Safety and Industrial Hygiene Studies and Reviews.

The safety department is responsible for monitoring facility compliance with applicable UOSHA standards (29 CFR 1910, General Industry and 29 CFR 1926 Construction Standards). Safety personnel work with managers and supervisors to develop programs to ensure a safe and healthful work environment. Safety department performs periodic safety audits / inspections of facilities and work equipment. The safety department develops processes for safety procedures such as confined space, blood borne pathogens, hazard communication, respiratory protection, and personal protective equipment.

Industrial hygiene studies are conducted periodically to evaluate the degree of employee exposure to chemical and or physical agents encountered in the work environment. The evaluation results are utilized to determine the

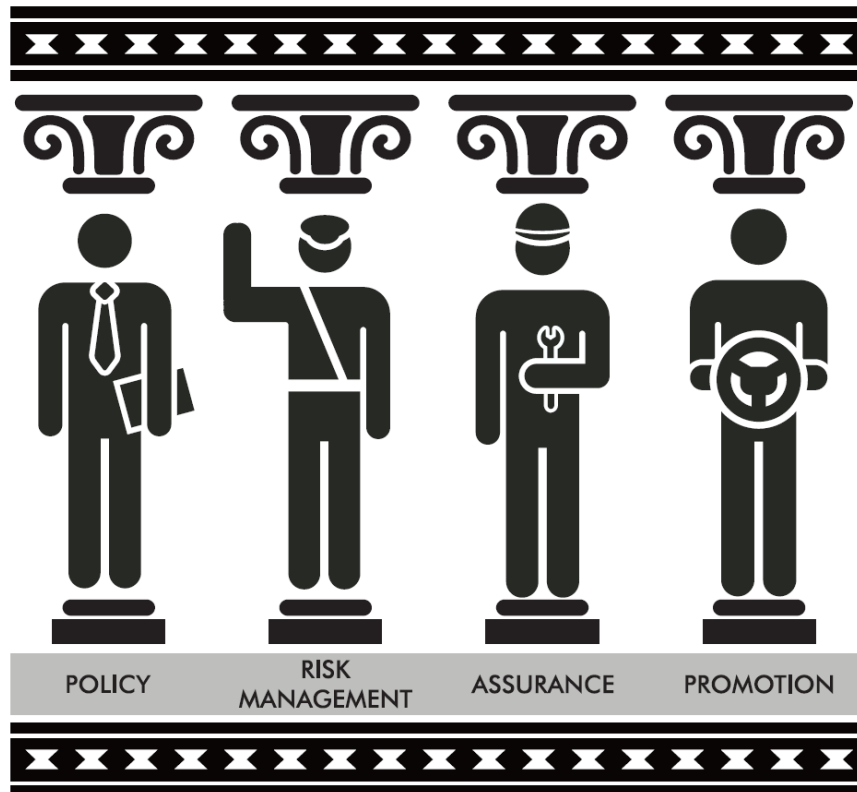
necessary corrective action, including implementation of engineering and administrative controls required and the use of PPE. Examples of industrial hygiene testing performed include:

- Noise level monitoring
- Organic vapors or solvents
- Measuring the particulate level of air quality
- Concentrations of silica

IV 3.7.4 Safety Training Effectiveness and Knowledge of Employees

UTA provides safety training for employees in accordance with UOSHA requirements. Employees are tested on their knowledge of the course materials upon completion of the course. Supervisors are required to assess employee knowledge as necessary. Safety department personnel perform observations of employee and supervisor knowledge of safety regulatory requirements as part of facility and work site inspections and audits and may recommend refresher training as required.

Appendices



Leading / Influencing Indicators

Safety Events	Monthly				Total	Goal	%	Pace
	Admin	Bus	TRAX	FR				
Safety Committee Migs	1	5	2	1	9	8	113%	100
Education Outreach	-	3	6	5	14	5	280%	153
# interviews	10	61	26	18	115	64	180%	1512
# rides / observations	13	43	10	5	71	24	296%	744
Rules Checks-Safety	10	59	63	6	138	na	na	1935
Rules Violations-Safety	-	6	11	1	18	na	na	491
Avg days on Hazard Log	-	-	233	162	99	180	na	na
# "High" open hazards	-	-	1	-	1	na	na	na
Hazards Closed (YTD)	4	-	14	46	64	na	na	75
Broken Gates	na	na	27	8	35	na	na	351
Trespassers	na	na	48	3	51	na	na	775
Emergency Brake	na	na	64	10	74	na	na	837
Near Miss Reports	na	na	na	2	2	na	na	38

Emergency Mgmt

Emergency Mgmt Trainings	Monthly				Total	Goal	Yearly Pace %	Pace
	Ext	BU	EOC	ERP				
Emergency Mgmt Trainings	-	-	1	-	1	48	90%	43
Facility Emergency Drills	-	-	-	-	0	26	94%	0
Exercises / Tabletop	-	-	-	-	0	4	117%	0
EM Log Items Closed	5	1	-	-	6	na	na	na

Audits Remnd / Findings

Triennial 2018	Remnd	Findings	Submt	Closed	% Closed
SMS- June 18	0	0	0	0	0%
TASP Internal- Oct 17	0	1	1	1	100%
Totals	28	18	46	1	2%



Lagging Indicators
(Graphs on second page)

TRAX	Mo	YTD	Monthly	2017	2018
NTD Major Injuries	0	9	Tr v MV(1)Tr v Ped(1)Tr v MV(7)	10	10
Summary Injuries	0	13	Ped Fall(5) Emping(2)	10	10
Fatalities	1	4	Tr v Ped(1)Tr v Ped(4)	2	5

S-LINE	Mo	YTD	Monthly	2017	2018
NTD Major Injuries	0	0	-	1	-
Summary Injuries	0	0	-	0	-
Fatalities	0	0	-	2	-

FrontRunner	Mo	YTD	Monthly	2017	2018
Injuries	0	2	Train v MV(1)	2	2
Fatalities	0	3	Train v Suicide(2)	6	3

All Accidents

Bus	Mo	YTD	Avoidable Acc.	NTD Major	Pace				
						Me	YTD	%YTD	Mo
Meadowbrook	32	248	13	81	33%	1	19	253	289
Central	14	107	6	35	33%	0	9	104	125
Special Svcs	4	55	1	20	36%	0	4	76	64
Ogden	9	104	2	26	25%	1	8	107	121
Timpanogos	13	72	3	31	43%	0	5	64	84
All Incidents	72	586	25	193	33%	2	45	604	683

Employee Injuries

Employee Injuries	Mo	YTD	2017	2018
NTD Major - Injuries	-	16	35	19
Summary Injuries	3	16	19	16
Fatalities	-	1	1	1

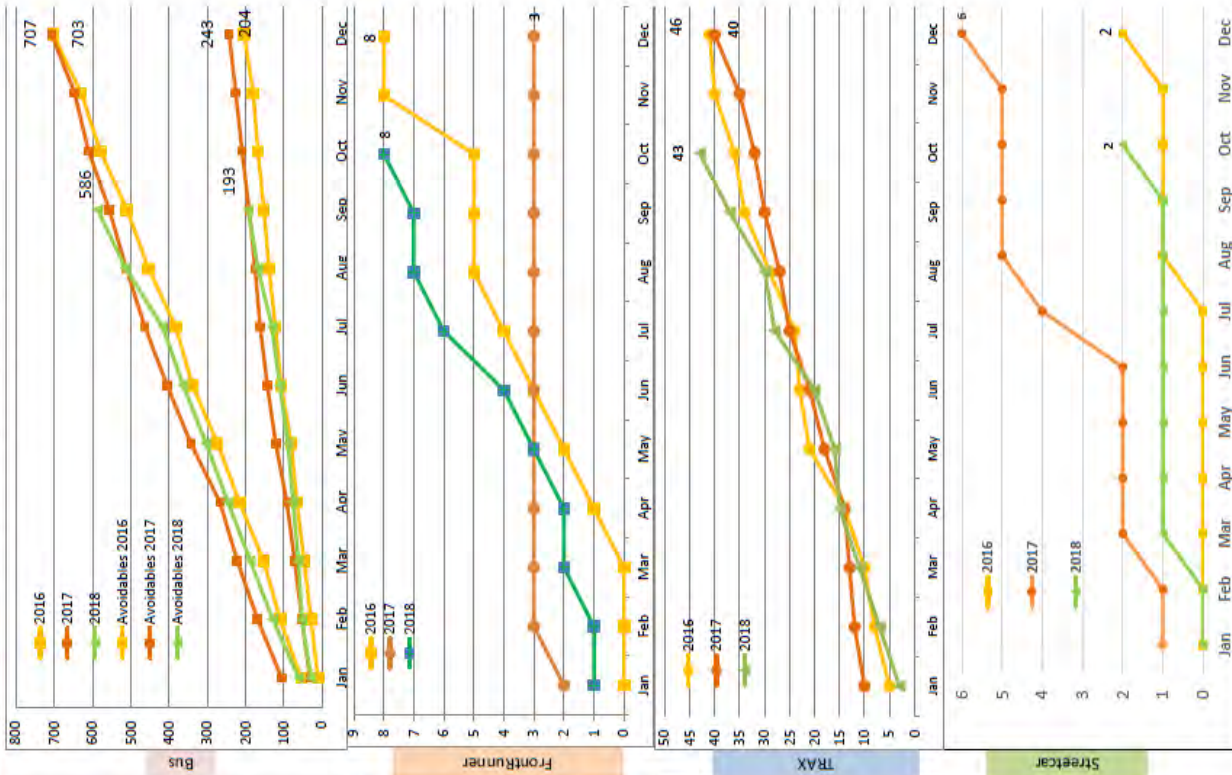
Employee Injuries	Mo	YTD	2017	2018
Medical Injury	10	76	115	89
WC Report Only	3	33	50	38

Construction

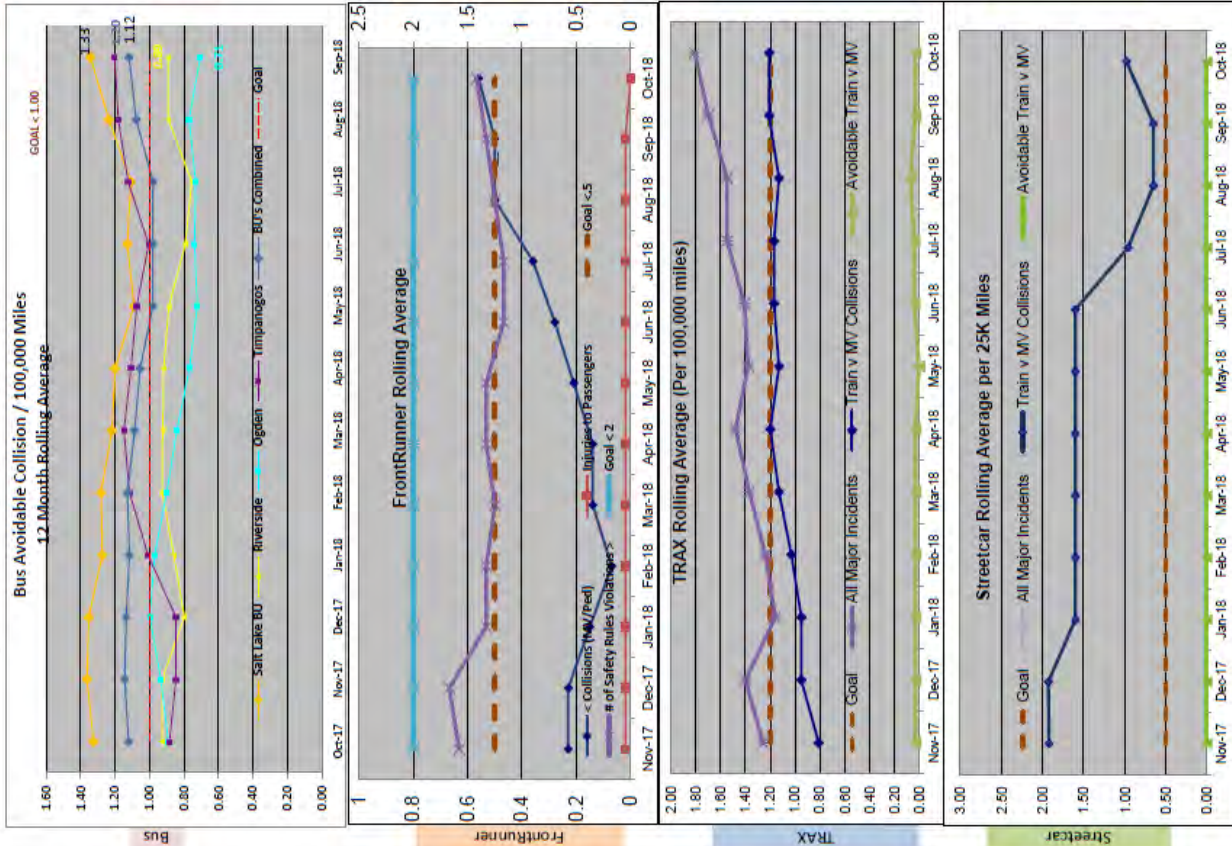
Construction	Mo	YTD	2017	2018
PTC	78%	0	0	0
PO BRT	71%	0	0	0

Appendix B: Collisions/Injury Incidence—Rolling Average Index (Sample)

SAFETY Performance Criteria Total Reportable Accidents (NTD by Month)



12 Month Rolling Average (NTD-Major/1000k miles)



Utah Transit Authority Department of Administration/UTTA Safety Dashboard 2018

Appendix C: Internal Audit Inspection Checklists and Schedule (Sample)

TASP Element # 19: Hazardous Materials Program

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
Document Review	1. Verify that the TASP and/or referenced and supporting procedures contain a description of the hazardous materials program, including the process to ensure knowledge of and compliance with the program requirements.		
Rules Review	2. Review any documentation related to UTA's hazardous materials program and determine if they have been updated and distributed to UTA personnel.		
Records Review	<p>3. Verify that a hazardous materials (HazMat) program is documented in a hazardous materials plan or procedure.</p> <p>4. Verify that UTA has developed an OSHA or state equivalent compliant HazMat program (if applicable).</p> <p>5. Verify that the program includes a process to familiarize the employees with the hazards presented by materials used in the work place and the Employee Safety Program.</p> <p>6. Verify the program assigns roles and responsibilities to specific departments and personnel for reviewing and approving materials used or to be purchased and used on transit agency property.</p> <p>7. Verify that follow-up activities are performed to verify field use of approved materials to ensure that safe and proper use, handling, storage, and disposal methods are employed.</p> <p>8. Verify that SDS for all chemicals and other materials that are currently used, or that are being considered for purchase and use are reviewed and approved prior to chemical purchase.</p>		
Records Review <i>continued</i>	<p>9. Select at random several UTA employees who handle hazardous materials. Verify that they have received specific training regarding reporting requirements, inventory control and storage, product release or spill, and the response and cleanup of spill incidents.</p> <p>10. Verify that hazardous materials discharge/spill reports for incidents that occurred during the past three (3) years have been prepared and filed.</p> <p>11. Verify that all SDS are available to all personnel who work with hazardous materials.</p>		
Interviews with Senior Mgmt	Covered under the activities performed to address TASP Element #1.	N/A	
Interviews with Safety Personnel	12. Verify they are familiar with the requirements and are implementing the program according to federal standards.		

	13. Ensure that UTA Safety Department personnel support implementation of UTA's post-accident drug and alcohol testing during accident investigations.		
Interviews with Other UTA Personnel	14. Interview transit personnel, including supervisors, responsible for administering the program and verify they are familiar with the requirements and are implementing the program according to federal standards.		
VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
Field Observations	15. Prior to the Three-Year Safety Review, participate in UTA's internal safety audit for the UTA's drug and alcohol program. 16. Prior to the Three-Year Safety Review, participate in an FTA audit of UTA's drug and alcohol program, should one occur.		
Inspections and Measurements	N/A	N/A	

Reference: 49 CFR Part 659.19 System Safety Plan Contents (s)

(s) A description of the hazardous materials program, including the process used to ensure knowledge of and compliance with program requirements.

Participants, Date/Time Completed:

Notes:

Appendix D: Internal Review Schedule (2018–2020)

UTA Internal Review Schedule SAFETY 2018 to 2020							As of: 16 November 2017		
#	TASP (SSPP) Internal Review Item/Chapter Departments Audited	49 CFR 659.19	Audit Frequency	UDOT Scheduled date	UDOT Notice Y/N	Date Last Completed	UTA Next Audit Date Completed / Due Date		
							2018	2019	2020
1	Policy Statement, and Authority for Transit Agency Safety Plan (TASP) {Rail System Safety}	659.19 (a)	*Triennial			10/30/17			
2	TASP Goals and Objectives {Rail System Safety}	659.19 (b)	*Triennial			10/24/2016			
3	Overview of Management Structure {Rail System Safety}	659.19 (c)	*Triennial			10/30/2017			
4	TASP Control and Update Procedure {Rail System Safety}	659.19 (d)	*Triennial			10/24/2016			
5	TASP Implementation Activities and Responsibilities {Rail System Safety}	659.19 (e)	*Triennial			1/24/2017			
6	Hazard Management Process {Rail System Safety, Capital Development, Rail Safety Comm (RSC), Rail Activation Comm (RAC), Safety & Security Review Comm (SSRC)}	659.19 (f)	Triennial			10/19/2016 10/20/2016 10/24/2016			
7	System Modification {Capital Development , RAC, SSRC, Fire Life Safety & Security Committee (FLSSC)}	659.19 (g)	Triennial	Oct 2018		11/16/2015	2018		
8	Safety Certification {Capital Development , RAC, SSRC, FLSSC}	659.19 (h)	*Triennial			10/16/2016			
9	Safety Data Collection and Analysis {Rail System Safety, Rail Operations, Claims}	659.19 (i)	Triennial			10/24/2017			
10	Accident/Incident Notifications Investigations – also Includes FR and TRAX FRA reporting AirNet. {Rail System Safety, Rail Opns, MOW, Vehicle Maint}	659.19 (j)	Annual	Oct 2018		10/24/2017	2018		
11	Emergency Management Program {Rail System Safety, Public Safety, Rail Operations, Special Projects}	659.19 (k)	Triennial			12/19/2016			
12	Internal Safety Audits/Reviews {Rail System Safety, Public Safety}	659.19 (l)	Triennial			10/30/2017			
13	Rule Compliance {Rail Operations, MOW, Vehicle Maintenance, Passenger Services Facilities}	659.19 (m)	*Triennial			10/19/2016			
14	Facilities, and Equipment Inspections {MOW facilities, Passenger Services Facilities, SRC, Vehicle Maintenance}	659.19 (n)	*Triennial	Oct 2018		11/11/2015	2018		
15	Maintenance Audits, and Inspections {Vehicle Maint, Rail Systems, Rail Infrastructure}	659.19 (o)	Triennial			10/19/2016			

16	Training and Certification Program for Employees and Contractors {Rail Operation Training, Vehicle Maintenance Training, MOW Training }	659.19 (p)	Triennial	Oct 2018		11/11/2015	2018		
17	Configuration Management and Control {Capital Development , RAC, SSRC, FLSSC}	659.19 (q)	Triennial	Oct 2018		11/13/2015	2018		
18	Local, State, and Federal Requirements {Rail operations, MOW, Vehicle Maintenance, Passenger Services Facilities}	659.19 (r)	Triennial						
19	Hazardous Materials Program {MOW, Vehicle Maintenance, Environment}	659.19 (s)	Triennial						
20	Drug and Alcohol Program {HR, Rail Operations}	659.19 (t)	Triennial	Oct 2018		10/13/2015	2018		
21	Procurement {Purchasing, Vehicle Maint, MOW, Capital Dev}	659.19 (u)	Triennial	Oct 2018		10/13/2015	2018		
22	System Security {Public Safety}	659.23 (a-e)	Triennial	November (2015-17)		See Security Below			
<i>*was annual</i>									

Appendix E: Rail Service Center Safety Checklist/Audit Forms



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Vehicle Number		Inspection Date	
Work Order Number		Mileage	

WARNING: TO PREVENT SERIOUS INJURY, ALL PERSONNEL DIRECTLY OR INDIRECTLY INVOLVED WITH THE INSPECTION, MAINTENANCE, REPAIR, AND OPERATION OF THESE VEHICLES MUST FOLLOW THE FOLLOWING PRECAUTIONS:

1. Observe all Utah Transit Authority safety rules and regulations.
2. The vehicle must be located in the assigned maintenance area or authorized track.
3. Ensure that the wheels are chocked when working on the brake system.
4. The vehicle must be keyed down, pantograph down and auxiliary off when working on roof or under the vehicle.
5. The catenary power must be removed and low voltage isolated. The stinger and shop track disconnect switch must be locked and red tag when working on roof and when handling equipment electrical connections or when checking electrical continuity.
6. Ensure that the area is well ventilated when working with materials that produce dangerous fumes and wear protective gear when handling materials that are injurious to the skin or eyes.
7. To protect against flying debris, wear protective gear when cleaning using compressed air.
8. When handling heavy components, it is your responsibility to select a lifting apparatus of adequate type and capacity for the weight and size involved.
9. When fasteners removed from car equipment are not satisfactory for re-use, care must be taken to select replacements that match the originals.
10. Follow all WARNINGS, CAUTIONS and NOTES found throughout S70 RUNNING MAINTENANCE MANUAL.

SPECIAL INSTRUCTIONS:

1. Fill in Badge #, Name, Signature, Initial and Date in BLACK or BLUE ink in the space provided below.
2. Fill in initials in BLACK or BLUE ink besides EACH inspection task you completed.
3. Make comments in the space provided at the end of the inspection. Identify the comment to the specific inspection line number.
4. Findings requiring a repair must be reported immediately to the supervisor.
5. Report material shortages to the supervisor.
6. Report damaged or missing tools.
7. Clean up your work area.

Badge #	Inspector's Name	Signature	Initial	Date

Line	Inspection	A-End	B-End
1.	Check the Headlights and the Railroad Light for proper operation/condition.	_____	_____
2.	Check the Marker Lights and the Brake\ Tail\ Turn Lights for proper operation and condition.	_____	_____
3.	Check the Vehicle Fault Light (White), the Brakes Status Light (Red), and the Door Status Light (Yellow) for proper operation and condition.	_____	_____
4.	Verify proper operation of the HVAC System.	_____	_____
5.	Verify illumination and proper operation of all Destination signs and Train Number signs.	_____	_____
6.	Verify the Cab Light for proper operation.	_____	_____
7.	Check the Radio for proper operation.	_____	_____
8.	Verify the presence of the Fire Extinguisher.	_____	_____
9.	Check P.A. System, Passenger Intercom System and Automated Message System for proper operation.	_____	_____
10.	Check the VOD Display Function.	_____	_____
11.	Check the camera display for proper operation.	_____	_____
12.	Check if Bypass seals are installed and intact.	_____	_____
13.	Perform a Console Lamp Test.	_____	_____

LRV Maintenance Department
S70 Daily Preventive Maintenance Inspection
Revision Date: 01/24/2012

Page 1 of 2



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Line	Inspection	A-End	B-End
14.	Verify proper operation of all Cab Pushbuttons and Foot pedals (Including Horn & Gong).	_____	_____
15.	Check the Sanding system for proper operation.	_____	_____
16.	Verify the operation of the Track Brakes.	_____	_____
17.	Verify proper operation and quality of the Windshield Wipers and Washer.	_____	_____
18.	Fill washer reservoir and inspect washer tubing for damage or loose connection to nozzle.	_____	_____
19.	Verify proper operation and illumination of all Doors, Door Pushbuttons, Warning Lights & Buzzer.	_____	_____
20.	Verify all Interior and Exterior Consoles and Panels are secure.	_____	_____
21.	Check the Hand Rails and Stanchions for damage or loose fit.	_____	_____
22.	Check the Passenger Seats and Cushions for missing hardware and cuts or tears. Replace the cushions if necessary.	_____	_____
23.	Check the level of sand in Sand boxes.	_____	_____
24.	Check the Passenger Windows for damages and graffiti.	_____	_____
25.	Check the Passenger Lights for normal operation.	_____	_____
26.	Inspect Coupler's Mechanical and Electrical Head for damage.	_____	_____
27.	Visually Inspect the Wheel-sets for completeness or damage.	_____	_____

 A-truck C-truck B-truck

Vehicle Finding Log:

Item #	Finding	Logged By:		Status (Work Order Number)
		Badge	Initial	

This certifies that light rail vehicle # _____ was inspected and found to present no potential safety hazards. No items requiring repairs for safe operation exist except as noted. Findings found are described in the Vehicle Finding Log.

Supervisor's Signature: _____

Date: _____

Supervisors' Name: _____

Badge #: _____

Facility PM Inspection Checklist (sample)

Unit	Description	Service Type	Scheduled Date	Inspection Date	Status	Work Order
100000	Meadowbrook Facility Yard	MONTHLY	02/01/2012	02/29/2012	On Time	798434
111010	RUPS EMERGENCY GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798489
130007	Parallelogram Platform Hoist	MONTHLY	02/01/2012	02/28/2012	On Time	798507
130310	EMERG.GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798508
130340	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798509
130350	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798510
130360	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798511
130440	SUMP PUMP	MONTHLY	02/01/2012	02/29/2012	On Time	798512
130450	SUMP PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798513
130460	ENGINE COOLANT PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798514
130470	AUTO TRANS FLUID PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798515
130490	DIFF.OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798516
130500	ENGINE OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798517
131970	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798520
132660	Rotary Screw Air Compressor	MONTHLY	02/01/2012	02/28/2012	On Time	798521
132760	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798523
132770	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798524
132780	Bus Hoist (above ground hoist)	MONTHLY	02/01/2012	02/28/2012	On Time	798525
140050	DIESEL PUMP 1A	MONTHLY	02/01/2012	02/14/2012	On Time	798527
140070	DIESEL PUMP 1B	MONTHLY	02/01/2012	02/14/2012	On Time	798529
140090	DIESEL PUMP 1C	MONTHLY	02/01/2012	02/14/2012	On Time	798531
140120	Diesel Dispenser	MONTHLY	02/01/2012	02/28/2012	On Time	798533
140140	UNLEADED PUMP2B	MONTHLY	02/01/2012	02/28/2012	On Time	798535
140810	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798541
140820	Soap Pump and Mixer	MONTHLY	02/01/2012	02/28/2012	On Time	798542
150001	Platform Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798544
150130	SUMP PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798545
150190	BRUSH ARM ASSEM	MONTHLY	02/01/2012	02/28/2012	On Time	798546
150200	MOP GEAR MOTOR	MONTHLY	02/01/2012	02/28/2012	On Time	798547
150210	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798548
150220	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798549
150300	WATER RECLAIM PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798551
150400	PARALLELOGRAM LIFT	MONTHLY	02/01/2012	02/29/2012	On Time	798552
150630	Hot Water Pressure Washer	MONTHLY	02/01/2012	02/28/2012	On Time	798553
150850	Parallel Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798554
160120	Canopy A Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798556
160130	Canopy A South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798557
160140	Canopy B Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798558
160150	Canopy B South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798559
160160	Canopy C Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798560
160170	Canopy C South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798561
160180	Canopy D Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798562
160190	Canopy D South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798563
160200	Canopy E Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798564
160210	Canopy E South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798565
170001	Emergency Generator	MONTHLY	02/01/2012	02/07/2012	On Time	798567
180730	AMER. CLEANER STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798582
180740	L & A STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798583
180870	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798585
180880	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798586
182250	AIR DRYER	MONTHLY	02/01/2012	02/14/2012	On Time	798600
183250	Oil Water Separator	MONTHLY	02/01/2012	02/28/2012	On Time	798604
183280	Hunter Scissor Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798605
183970	Parts Washer	MONTHLY	02/01/2012	02/10/2012	On Time	798609

Inspection Summary:

Total Inspections:	54	
Total Overdue Inspections:	0	0.00%
Total Inspections Completed Late:	0	0.00%
Total Inspections Completed Early:	0	0.00%
Total Inspections Completed on Time:	54	100.00%
Total Inspections Due this Current Month that have not been Completed Yet:		
	0	0.00%

Early: Any inspections done in the months previous to when they were scheduled to be done.

Late: Any inspections done in the months after they were scheduled to be done.

On time: Any inspections done within the same month they were scheduled.

Monthly Safety Environmental Check List (Sample)

Monthly Facility and Shop Inspection Checklist											Revision Date 10/21/2013										
- Correct Unsafe Conditions Immediately -											Revision number 1										
Date:				= Not applicable				= Not required (note comment if issue is found)													
Safety Administrator: Name:																					
Signature:																					
Maintenance Safety Rep: Name:																					
Signature:																					
		Bay 1	Bay 2	Bay 3	Bay 4	Bay 5	Bay 6	Bay 7	Bay 8	Bay 9	M. Shop	Parts	Paint B								
1. Are Floors Clean/Clear of Debris?		S	S	S																	
2. Are Blue Flag Chains serviceable at both ends of the bay?		S	S	S																	
3. Are fire extinguishers readily available? Check two for current insp.		S	S	S																	
4. Does overhead lighting properly work?		1	S	S																	
5. Are hoses and equipment properly stored?		S	2	S																	
6. Are containers properly stored and labeled?		S	S	3																	
7. Are Safety glass area lines visible and in good condition?		S	S	S																	
8. Are compressed gas cylinders properly stored? (Chained)				S																	
9. Are Safety Chains in place?			S	S																	
10. Are pits clear of rags, trash and other debris			S	S																	
11. Are Bio-Hazard kits available and properly stocked?		S																			
12. Are Face Shields available for blow down pit?			S																		
13. Are Safety Chains in place around Wheel truing pit?				S																	
14. Are pit fans in working order (Check 3 random fans)																					
15. Is the oil storage area free of slip hazards?																					
16. Do eye wash stations / showers have current inspection?				S																	
17. Is the spill kit available and properly stocked?																					
18. Are Safety Glasses, gloves and respirators available																					
19. Are Cranes Inspected prior to use? Are inspections current?				S																	
20. Are safety guards in place?																					
Findings/comments:																					
1. Several Lights are out. Work order needs to be placed																					
2. Hoses were strung out across bay 2 no employees in area																					
3. Containers in cleaning area were unlabeled.																					
Note: Customize location and area to be inspected to make it specific to your facility																					

Appendix F: Blank Forms

- Non-Conformance Corrective Action Plan (NCAP) Form
- Safety Suggestion/Hazard Report Form
- Safety and Security CIL
- UTA Safety Certification Hold Point Approval Forms
- Management of Change (MOC) Approval and Verification Document
- Safety Department Investigation Form
- TRAX Supervisor's Accident/Incident Report Form
- Bus Supervisors Accident/Incident Report Form
- Employee Accident /Incident Report Form Page

Utah Transit Authority

Non-Conformance Corrective Action Plan (NCAP) Form



<input type="checkbox"/> Non-Conformance Report # _____ <input type="checkbox"/> Corrective Action Plan # _____ <input type="checkbox"/> Preventive Action Plan # _____	Originator: _____
Current or potential Category: <input type="checkbox"/> UTA Performance Goals <input type="checkbox"/> QPMS Objectives <input type="checkbox"/> Quality System <input type="checkbox"/> Environmental Management System <input type="checkbox"/> Controlled Process <input type="checkbox"/> Safety Management System	
<u>Issue was identified by:</u> <input type="checkbox"/> Audit <input type="checkbox"/> Incident Investigation <input type="checkbox"/> Safety Committee <input type="checkbox"/> Other	
Location: _____ Department: _____	
Description of Non-Conformance/Safety Hazard (Initial Hazard Rating): 	
Assigned to: _____ Date assigned: _____ Signature: N/A Proposed Completion Date: _____	
Root Cause Analysis: <input type="checkbox"/> Yes <input type="checkbox"/> No 1.	
Corrective /Preventive Action Plan: <i>(Required for safety hazards)</i> 	

CAP Approved by: Does corrective action reduce or eliminate exposure to hazard or correct the issue?
(Agency if outside UTA)

Print Name

Signature

Date

Resolution of Corrective / Preventive Action Plan:

Also list cost of resolving deficiency (if known), issues preventing resolution, and other critical information (as appropriate).

Final Hazard Rating:

Responsible Manager:

Print Name

Signature

Date

Verification: Has a process been set up and is it being followed?

(Originator)

Print Name

Signature

Date

Resolution Adopted by: Is the process producing the desired or defined results?

(Agency if outside of UTA)

Print Name

Signature

Date



Safety Suggestion/Hazard Report



Use this form for safety questions, suggestions and reporting hazards. Your Supervisor will respond to your suggestions or forward it to your UTA Safety Committee. The Safety Committee will meet monthly to address these issues and provide feedback as soon as possible. Please be as specific as possible when describing the safety concern and making recommendations

Name: _____

Date: _____

(Not required unless you want feedback)

Bus/Rail route or Facility: _____ Direction: _____ Time: _____

Safety Question, Suggestion, or Hazard: *(Be as specific as possible)*

Proposed Solution: *(Be as specific as possible)*

Response:

Would you like a response? Yes: _____ No: _____

Supervisors Initials: _____ Date Received: _____ Response Date: _____

Suggestion forwarded to: _____ Forward Date: _____

Person or Committee responding: _____ Response Date: _____

Reviewed by RGM: _____ Date Reviewed _____

Date Closed: _____



Certifiable Element: Revenue Readiness
Sub-element: Fire, Safety and Security Documents and Training

**Safety and Security Certification
 Certifiable Items Checklist**

Verification: _____
Date: _____

Location	Means of Verification	Status
Discipline: Revenue Readiness Contract No: Site/Area: Sugar House Street Car	Construction CM= Measurement CT= Test CV= Visual Inspection Design PS= Plans and Specifications S= Submittal CN/CO= Change Notice/Order Commissioning T= Test V= Visual Inspection R= Review	C= Closed O= Open OWM= Open with identified workaroud

Item No.	Certifiable Item Description	Certifiable Item Verification				Certifiable Item Status	
		Reference Documentation (As applicable)	Verified By	Date	Means of Verification	Status	Description of Workaroud
1	Fire protection & Alarm systems, (Facilities)	Local FD jurisdiction site review			T, V, R		
2	UTA Emergency Notification & Regulator Notification	SSPP section 10, UTA SOP 4.2.23			V, R		
3	Functional Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
4	Table Top Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
5	Emergency Preparedness Plan (EPP) Review	EPP, 49 CFR 659					
6	System Safety Program Plan (SSPP) Review	49 CFR 659, SSO Procedures/Status			R		
7	System Security Plan (SSP) Review	SSP, 49 CFR 659 Security Haz Log			R		
8	Vehicle familiarization orientation (FD, PD, SWAT)	Familiarization Training			V, R		
9	Emergency Response Evacuation (Facilities)	EPP, 49 CFR 659			R		
10	Threat and Vulnerability Analysis (TVA)	SSP, 49 CFR 659					
11	Preliminary Hazard Analysis (PHA)	SSPP section 6, 8, SSCP, RAP			R		
12	Operations Hazard Analysis (OHA)	SSPP section 6, 8, SSCP, RAP			R		
13	Hold Points 1, 2, 3 process review and verification	SSPP Section 8, RAP, SSCP			R		
14							

Hold Point #1 System Integration Readiness Review Report

This Hold Point Review is established to verify readiness to enter the System Integration Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- 1. Appropriate Civil, GC, Systems CILs complete (see items identified on attached index).
- 2. Appropriate Contractor Stand Alone Testing complete (see items identified on attached index).
- 3. UDOT Surveillance Reports completed and deficiencies corrected.
- 4. Public Awareness Safety Outreach Plan measures started and ongoing.
- 5. Preliminary Hazard Analysis completed/ Hazards mitigated.
- 6. TVA completed.
- 7. Rail Corridor ready for System Integration.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved work-around (Describe below, include responsible party).

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Manager - Jeff Lamora Date

Systems Discipline Manager - Travis Baxter Date

Rev. Readiness /Safety Mgr - Sheldon Shaw Date

Civil Discipline Manager – Paul Edwards Date

Chief Safety & Security Officer - Dave Goeres Date

Light Rail Services SGM- Todd Provost Date

Hold Point #2 Pre-Revenue Readiness Review Report

This Hold Point Review is established to verify readiness to enter the Pre-Revenue Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

Pre-Revenue Phase Pre-requisites

- 1. Grade Crossing CILs Complete.
- 2. Systems CILs Complete.
- 3. System Integration Testing and Documentation Complete.
- 4. Operational Hazard Analysis Complete.
- 5. Transfer of permitting process (Track Access) from Contractor to UTA Operations Complete.

Areas/Integration Zones under review:

Approved Open Items, Areas, and/or Hazards (Describe below, include responsible party)

1. _____
2. _____
3. _____
4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for Pre-Revenue Operations.

Operations Discipline Manager - Jeff Lamora Date

Systems Discipline Manager - Travis Baxter Date

Rev. Readiness /Safety Mgr - Sheldon Shaw Date

Civil Discipline Manager – Paul Edwards Date

Chief Safety & Security Officer - Dave Goeres Date

Light Rail Services SGM- Todd Provost Date

Hold Point #3

Revenue Readiness Review Report

This Hold Point Review is established to verify readiness to enter the Revenue Operations Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

Revenue Operations Pre-requisites

- 1. Previous Hold Point Review Documents are signed and complete.
- 2. CILs are complete, with any workarounds noted, approved, and implemented.
- 3. Pre-Revenue operator training/testing/drills, Pre-Revenue Operations are complete.
- 4. Grand Opening Plan and Public Outreach Plan developed.
- 5. Agency Reviews completed and notifications given.
- 6. Safety & Security Certification Verification Report (SSCVR) is finished and ready to submit.

Project under review:

Approved Open Items, Areas, and/or Hazards (Describe below, include responsible party)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the project listed above, and recommend that the project is ready to enter revenue service operations.

Operations Discipline Manager - Jeff Lamora Date

Systems Discipline Manager - Travis Baxter Date

Rev. Readiness /Safety Mgr - Sheldon Shaw Date

Civil Discipline Manager – Paul Edwards Date

Chief Safety & Security Officer - Dave Goeres Date

Light Rail Services SGM- Todd Provost Date

UTA General Manager – Date

**Management of Change (MOC)
Approval and Verification Document**

Title : _____ **MOC #:** _____ **Date Initiated:** _____

Team Lead / Members

Description :

Evaluation / Solutions:

Recommendation :

Cost / Funding Source/ Schedule / POC :

Proposed changes to existing Design Criteria / Specs / Procedures : .

Enclosures / Drawings / Photos / Attachments :

Concurrence (coordinated with) The following UTA staff have reviewed the evaluation and concur with the recommended modifications.

Comments / Provisions: The signals must

<i>Name</i>	<i>Position</i>	<i>Signature</i>	<i>Date</i>

APPROVAL (to go do) **SSRC Date** _____ **(Any 2 SSRC members)**
Comments / Provisions: The signals must

<i>Name</i>	<i>Position</i>	<i>Signature</i>	<i>Date</i>

Completion Verification **Enclosures :** Photos / Drawings / Specifications / _____

As Built plans Dated: _____ Copy to: _____


Name _____ Signature _____

Design Criteria Updated ? No / Yes If yes, Date: _____ (Provide copy)

ACCEPTANCE (once done) **SSRC Date** _____ **(Any 2 SSRC members)**

<i>Name</i>	<i>Position</i>	<i>Signature</i>	<i>Date</i>



		SAFETY INVESTIGATION FORM		Report #: Enter # here.	
				NTD Reportable: Yes/No/NA	
BASIC INFORMATION					
Date of Incident: Click here to enter a date.		Time: Click here to enter time. Select AM or PM		Location: Click here to enter text.	
Report type: Choose an item.		Type of Investigation: Choose an item.		GPS Coordinates:	
Mode: Choose an item.		Train/Bus #: Click here to enter text.		DOT Crossing #: Click here to enter text.	
Op./Emp. #: Click here to enter text.		Vehicle ID's: Click here to enter text.		# of Cars in Consist:	
Weather Conditions: Clear/Cloudy, (Rain/Snow), (Wind), (Enter Temperature)					
NOTIFICATIONS					
UDOT SSO Notified: Yes/No/NA		OSHA Notified: Yes/No/NA		FRA Territory: Yes/No/NA	
National Response Center (NTSB/FRA Notified): Yes/No/NA Case #: Enter NRC Case # here.					
Crisis Management Center (FTA Notified): Yes/No/NA ; Choose an item.					
EVENT SUMMARY					
Description of Event: Provide a detailed description of the incident, including a clear sequence of events.					
INVESTIGATION					
# of Fatalities: Select #		# of Serious Injuries: Select #		# of Other Injuries: Select #	
				# Pass on Transit: Click here to enter text.	
				# Pass in POV: Select #	
Were vehicles towed from the scene due to disabling damages: Yes/No/NA					
Damages to POV Veh (\$): Click here to enter text.		Damages to Transit Veh (\$): Click here to enter text.		Total Damages (\$): Click here to enter text.	
Accident Evaluation Group Held? Yes/No/NA			AEG Members: Click here to enter text.		
Give a brief review of outcomes resulting from AEG: Enter text here.					
Corrective Action Plan: Enter the Corrective Action Plan (CAP) number.					
FACTORS					
1. Communication:		7. Ped Treatments:		13. Weather Conditions:	
2. Crossing Operation:		8. Rules/Policies:		14. Work Environment:	
3. Drug/Alcohol Use:		9. Sight Lines:		15. Distracted Behavior:	
4. Fatigue Management:		10. Train Functionality:		16. Failure to Yield:	
5. Lighting:		11. Vehicle Speeds:		17. Medical Condition:	
6. Location History:		12. Warning Signage:		18. Other:	
Give brief explanation of any contributing factors: Enter text here.					
DOCUMENTATION					
UTA Police Report:		Radio Recordings:		Vehicle Recorder Download:	
External Police Report:		Video Recordings:		Grade Crossing Download:	
Medical Examiners report:		Scene Photos:		Damage Estimates:	
Employee Green Sheet:		Controller Log:		Maintenance Records:	
Supervisors Report:		Drug/Alcohol Testing:		Operator Certification:	
Witness Statements:		Bulletins/Orders:		HOS of Service:	

TRAX Supervisor's Accident/Incident Report Form

Supervisor's Accident/Incident Report Form				
Date of Accident:		Time:	Photos?:	Damage Estimate:
Supervisor name:			Asst. Supervisor name:	
Location of Accident:				City:
DOT Crossing #:				
UTA Information				
Operators Name:			Employee #:	SS#: SSN on File
Operators Supervisor:			Department:	
Vehicle ID's:			Train #:	Block #

Police Investigation -		
Police Department:		Officer name:
Case #:	Citation issued:	If yes, to whom:
What was citation for?		

Number of Other Vehicles Involved:				
Vehicle #2				
Driver Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
DL:	DL State:	Sex:	Date of Birth:	
Year:	Make:	Model:	Color:	Plate#: State:
Owner Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
Insurance Co.:		Policy #:		
Agent:			Phone:	
Vehicle #3				
Driver Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
DL:	DL State:	Sex:	Date of Birth:	
Year:	Make:	Model:	Color:	Plate#: State:
Owner Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
Insurance Co.:		Policy #:		
Agent:			Phone:	
Vehicle #4				
Driver Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
DL:	DL State:	Sex:	Date of Birth:	
Year:	Make:	Model:	Color:	Plate#: State:
Owner Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
Insurance Co.:		Policy #:		
Agent:			Phone:	

Damaged Property Reports:				
Property #1				
Owner Name:		H Phone:	W Phone:	
Address:		City:	State:	Zip:
Describe Property:				
Extent of Damage:				
If the damaged property was a vehicle, was it towed?				
Property #2				
Owner Name:		H Phone:	W Phone:	
Address:		City:	State:	Zip:
Describe Property:				
Extent of Damage:				
If the damaged property was a vehicle, was it towed?				

Property #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Number of Injured Parties:			
Injured #1			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #2			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #3			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			

Number of Witnesses:			
Witness #1			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #2			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			

First Report of Injury-			
Supervisor:	Date:		Time:
Drug Testing -			
Supervisor:			
Drug test ordered:	Type of test:	Date ordered:	Time ordered
Alcohol test done within 2 hours after accident?		If no, why not:	

Description of Accident/Incident (all items must be completed)			
Estimated Train speed:	Posted Speed:	Timetable Direction:	
Weather Conditions:	Road Surface Conditions:	Track Conditions:	
Light Conditions:	Vehicle #2 was:		Vehicle #3 was:
Train was:	Last RailService signal :- if stop indication, was bypass authorized:		

Narratives	
Supervisors' Findings:	
Probable Cause:	
Contributory Causes:	

Accident/Incident Report Form (Complete ALL fields)										
Claim #:		OFFICE USE ONLY				IF	LINE	SIERC		
ARC	RD					A	PP	CE		
Cause Code:										
TRANSIT VEHICLE INFORMATION (Vehicle #1)										
Camera Activation: Did you manually activate the security camera? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A explain:										
Employee name:					Cell #:		Badge #:			
Employee's Supervisor:			Scene Supervisor:			Division:				
Accident Date:		Time:	TCC Notified: <input type="checkbox"/> YES <input type="checkbox"/> NO		Location:			City:		
UTA Vehicle/Train #		Block #:		Route/Run #:		# of Passengers:		# of Courtesy Cards:		
Describe Damage to UTA Property:										
POLICE INVESTIGATION										
Police Investigation: Yes No			If no police investigation please explain why:							
Police Department:					Case #:		Citation: Yes No			
Officer's name:					To whom was citation issued:					
OTHER VEHICLE INFORMATION										
Vehicle #2					Vehicle #3					
Driver Information Name:					Driver Information Name:					
Phone:					Phone:					
Address:					Address:					
City:		State:		Zip:		City:		State:		Zip:
DL #:		State:		DL #:		State:		State:		State:
Insurer:			Policy #:		Insurer:			Policy #:		
Vehicle Information Year:		Plate #:		State:		Vehicle Information Year:		Plate #:		State:
Make:		Model:		Color:		Make:		Model:		Color:
Owner Information Name:					Owner Information Name:					
Phone:					Phone:					
Address:					Address:					
City:		State:		Zip:		City:		State:		Zip:
Describe Damage:					Describe Damage:					
INJURY INFORMATION										
Injured #1					Injured #2					
Name:					Name:					
Phone:					Phone:					
Address:					Address:					
City:		State:		Zip:		City:		State:		Zip:
CHECK ONE (indicate vehicle #) <input type="checkbox"/> Driver (Veh #) <input type="checkbox"/> Passenger (Veh #) <input type="checkbox"/> Pedestrian					CHECK ONE (indicate vehicle #) <input type="checkbox"/> Driver (Veh #) <input type="checkbox"/> Passenger (Veh #) <input type="checkbox"/> Pedestrian					
Describe injury:					Describe injury:					
Transported by ambulance: Yes No			Where:		Transported by ambulance: Yes No			Where:		
If a UTA passenger he/she was:					If a UTA passenger he/she was:					
<input type="checkbox"/> Boarding		<input type="checkbox"/> Alighting		<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting		<input type="checkbox"/> Boarding		<input type="checkbox"/> Alighting
<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting		<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting				
PROPERTY DAMAGE INFORMATION - (other than vehicles)										
Owner's Name:					Describe the property and damage:					
Phone:										
Address:										
City:		State:		Zip:		City:		State:		Zip:

Recommendations:

Describe UTA Vehicle Damage:

Accident Classifications - Check if applicable

If damage does not meet one of the criteria below – describe here:

Property Damage

Enter the vehicle number in each applicable zone of damage using the zone key for the type of vehicle.

Passenger Vehicle										Sport Utility Vehicle										Pickup Truck							
1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8
Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood		Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood	Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Bedside, Wheel, Front Panel	Bumper, Tail lights, Rear panel	Roof, Rear glass, Back panel	Hood, Cowl
15	6	11	11	12	13	15	6	8	3	20	5	14	14	16	6	10	8	2	5	19	9	20	12	11	8	12	9

Personal Injury

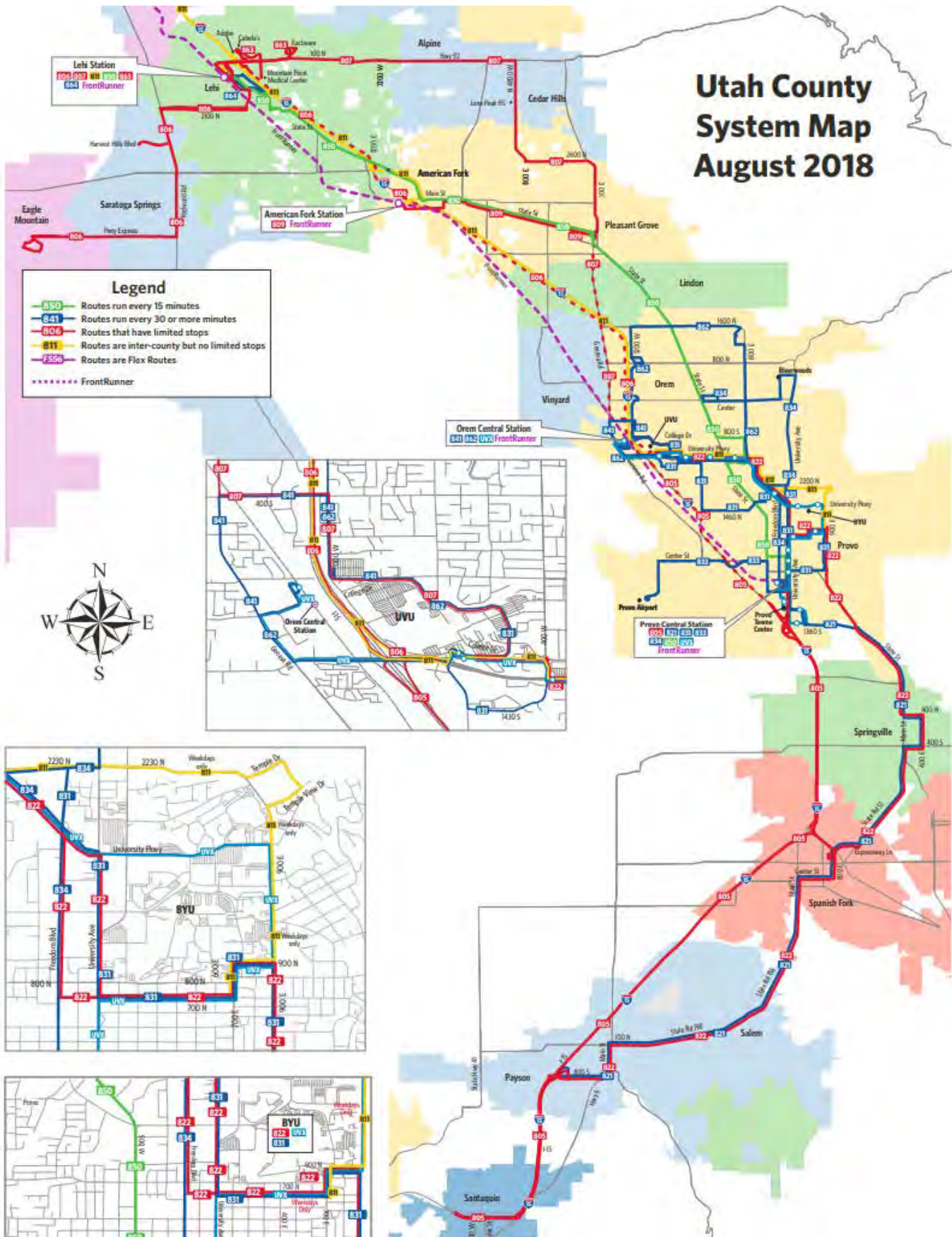
Put in the number of persons injured under each classification

	Other Vehicle Passenger/Driver	UTA Passenger	Pedestrian
Class A: Bruising, Abrasions, Minor to Moderate Bleeding, Sprains and Strains:			
Class B: Unconsciousness, Fractures, Severe Bleeding:			
Class C: Death, Paralysis, Dismemberment:			
Totals:			

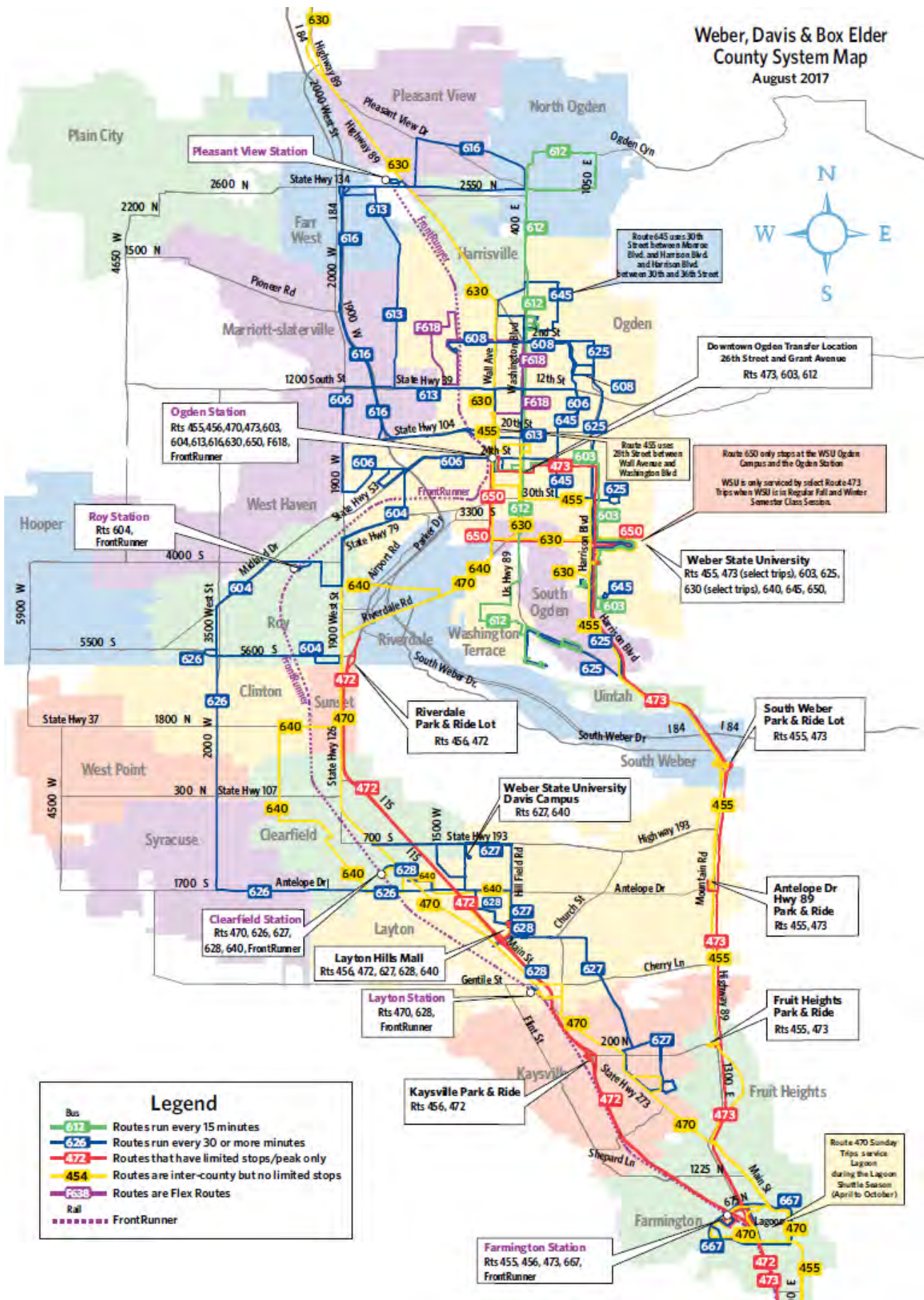
Accident Diagram

Accident/Incident Report Form (Complete ALL fields)															
Claim #:		OFFICE USE ONLY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>#</td> <td>LINE</td> <td>SUBREQ</td> </tr> <tr> <td>AL</td> <td>FE</td> <td>CL</td> </tr> </table>				#	LINE	SUBREQ	AL	FE	CL
#	LINE	SUBREQ													
AL	FE	CL													
Cause Code:															
TRANSIT VEHICLE INFORMATION (Vehicle #1)															
Operator name:					Badge #:										
Supervisor:				Scene Supervisor:											
Accident Date:		Location:			City:										
UTA Vehicle #:		Block #:		Route #:		# of Passengers:		# of Courtesy Cards:							
Check Division	Operations	<input type="checkbox"/> 21 MBK	<input type="checkbox"/> 22 TIMP	<input type="checkbox"/> 23 MT OGD	<input type="checkbox"/> 24 CNTL	<input type="checkbox"/> 29 RVR5	<input type="checkbox"/> TRAX	<input type="checkbox"/> OTHER							
	Maintenance	<input type="checkbox"/> 31 MBK	<input type="checkbox"/> 32 TIMP	<input type="checkbox"/> 33 MT OGD	<input type="checkbox"/> 34 CNTL	<input type="checkbox"/> 38 RVR5	<input type="checkbox"/> TRAX								
Describe Damage to UTA Property:															
POLICE INVESTIGATION															
Police Investigation: Yes No		Police Department:			Case #:		Citation: Yes No								
Officer's name:				To whom was citation issued:											
OTHER VEHICLE INFORMATION															
Vehicle #2					Vehicle #3										
Driver Information		Name:			Phone:		Driver Information		Name:	Phone:					
Address:		City:			State:		Address:		City:						
DL #:		DL #:			State:		DL #:		State:						
Insurer:		Policy #:			Insurer:		Policy #:								
Vehicle Information		Plate #:			State:		Vehicle Information		Plate #:	State:					
Year:		Make:			Model:		Year:		Make:	Model:					
Owner Information		Name:			Phone:		Owner Information		Name:	Phone:					
Address:		City:			State:		Address:		City:						
Describe Damage:		Describe Damage:			Describe Damage:		Describe Damage:		Describe Damage:						
INJURY INFORMATION															
Injured #1					Injured #2										
Name:		Phone:			Name:		Phone:								
Address:		City:			Address:		City:								
DL #:		DL #:			State:		State:								
CHECK ONE (Indicate vehicle #)		CHECK ONE (Indicate vehicle #)			CHECK ONE (Indicate vehicle #)		CHECK ONE (Indicate vehicle #)								
<input type="checkbox"/> Driver (Veh #)		<input type="checkbox"/> Passenger (Veh #)			<input type="checkbox"/> Pedestrian		<input type="checkbox"/> Driver (Veh #)			<input type="checkbox"/> Passenger (Veh #)	<input type="checkbox"/> Pedestrian				
Describe injury:					Describe injury:										
Transported by ambulance: Yes No Where:					Transported by ambulance: Yes No Where:										
If a UTA passenger he/she was:					If a UTA passenger he/she was:										
<input type="checkbox"/> Boarding <input type="checkbox"/> Alighting <input type="checkbox"/> Standing <input type="checkbox"/> Sitting					<input type="checkbox"/> Boarding <input type="checkbox"/> Alighting <input type="checkbox"/> Standing <input type="checkbox"/> Sitting										
If a UTA passenger was he/she carrying anything: Yes No					If a UTA passenger was he/she carrying anything: Yes No										
If yes, what?					If yes, what?										
PROPERTY DAMAGE INFORMATION - (Other than vehicles)															
Owner's Name:		Phone:			Describe the property and damage:										
Address:		City:			State:		Zip:								

Utah County System Map



Weber, North Davis and Box Elder County System Map



TRAX and FrontRunner Map



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

No. R2018-12-04

December 12, 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, Utah Code Ann. §17B-2a-808(2)(u) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000; and

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

WHEREAS, the governance structure of the Authority has transitioned to a three member Board since the passage of Resolution R2018-05-09; and

WHEREAS, the Board wishes to amend Resolution R2018-05-09 to establish a process to approve contracts, expenses, and change orders that reflects the Authority's current governance structure.

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

1. That Resolution R2018-05-09 Granting Contract and Expense Authority is hereby superseded.
2. That contracts or expenses (disbursements) exceeding \$200,000 shall be approved at a regular or special meeting of the Board of Trustees prior to execution.
3. That the Executive Director may approve contracts or expenses less than or equal to \$200,000.
4. That the Executive Director is authorized to approve payments to vendors for the purposes and expenditure ranges described in Exhibit A.
5. That the Executive Director is authorized to approve expenses exceeding \$200,000 if the associated contract was previously approved at a regular or special meeting by the Board of Trustees.

6. That the Executive Director is authorized to approve contracts and expenses in excess of \$200,000 to meet an urgent need for goods and services in the event the Authority will sustain serious injury if the contract or expense is not approved immediately. Any contract or expense authorized by the Executive Director pursuant to this authority shall be presented to the Board at its next regular meeting, and the Executive Director shall detail to the Board the reasons for the Executive Director's approval of such expense.
7. That any change order that increases the total contract price (inclusive of the initial contract price and previously approved change orders) by an amount equal to or more than the lesser of (i) 15% of the then-current contract price; or (ii) \$200,000 shall be approved at a regular or special meeting of the Board of Trustees prior to execution.
8. That the Executive Director is authorized to approve any change order if the total value of the contract (inclusive of the initial contract value, all change orders previously approved, and the change order(s) currently proposed for approval) does not exceed \$200,000.
9. That the Executive Director is authorized to approve change orders that do not increase the total contract price (inclusive of the initial contract price and previously approved change orders) by an amount equal to or more than the lesser of (i) 15% of the then-current contract price; or (ii) \$200,000 for contracts with a total contract value of more than \$200,000.
10. That the Executive Director is authorized to approve change orders that increase the total contract price (inclusive of the initial contract price and previously approved change orders) by an amount equal to or more than the lesser of (i) 15% of the then-current contract price; or (ii) \$200,000 in the event the Authority will sustain serious injury if the change order is not approved immediately. Any change order authorized by the Executive Director pursuant to this authority shall be presented to the Board at its next regular meeting and the Executive Director shall detail to the Board the reasons for the Executive Director's approval of the change order.
11. That the term "change order" includes any change order, contract amendments, or other contract instruments that have the effect of increasing the contract price above that which was identified in the initial contract.
12. That Authority staff may not artificially divide contracts to circumvent Board review and approval requirements.
13. That the Board hereby ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

14. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 12^h day of December, 2018.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

Vendor	Purpose	Frequency	Range
AON Risk Insurance	Insurance	Annually	\$1,500,000 to \$3,000,000
Cambridge Associates	Pension contributions	Bi-weekly	\$800,000 to \$1,000,000
Vantagepoint	457 contributions – employee	Bi-weekly	\$300,000 to \$700,000
Mutual of America	457 contributions - employee	Bi-weekly	\$200,000 to \$400,000
Vantagepoint	457 contributions – employer	Annually	\$800,000 to \$1,000,000
Mutual of America	457 contributions - employer	Annually	\$500,000 to \$700,000
Select Health	Health insurance	Monthly	\$800,000 to \$1,200,000
PEHP	Health insurance	Monthly	\$200,000 to \$400,000
UTA/Joint Insurance Trust	Health insurance	Monthly	\$1,400,000 to \$2,000,000
Utah State Tax	Employee payroll taxes	Monthly	\$500,000 to \$900,000
IRS	Employee payroll taxes	Bi-weekly	\$1,200,000 to \$1,500,000
Rocky Mountain Power	Electricity	Monthly	\$200,000 to \$800,000
Zions Bank	Bond principal and interest	Monthly	\$9,000,000 to \$10,500,000
Banc of America	Lease payments – revenue service vehicles	Monthly	\$200,000 to \$800,000
Wells Fargo	Procurement card payment	Monthly	\$200,000 to \$2,000,000

Disbursements Approved for Certain Vendors

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 12/12/2018

Action Requested: Motion to approve the contract

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

Contract #: 19-2867PP

Contract Title: Onboard Video Security System

Project Manager: Lamount Worthy

Contract Administrator: Pat Postell

Impacted Areas:

Included in budget? Yes

Procurement method: Sole-Source

Contractor: SmartDrive

Sole-Source Reason: Unique or Innovative Concept - Available from only one source

Total Contract Value Qty & Unit price \$ 1,439,880

Contract term (Months) 36

Contract options (Months) 24

Contract start date: 12/13/2018

Contract end date: 12/12/2021

Number of responding firms: N/A

Next Lowest Bidder: N/A

Detailed Description & Purpose:

In 2015, after a competitive process, UTA entered into a 3-year service contract with SmartDrive to provide camera equipment and software to monitor activities on the buses. In addition, Smart Drive provides a video review and reporting service that no other vendor offers. This service allows UTA to manage operator performance using camera technology and improve operational efficiencies and customer service. This service is key to continuous improvement initiatives. The current contract ends on 12/14/2018. This is a sole source procurement since no other vendor offers the review and reporting services.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list) Contract



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. **19-2867PP** (Assigned by Purchasing) Contract Administrator: **Pat Postell**
Project Manager: **Lamont Worthy**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option 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 **Onboard Video Security System**
- 5) Description / Purpose (of contract or project) **Onboard Video Security System**
- 6) Contractor Name **SmartDrive**
- 7) Effective Dates Beginning: **12/13/18** Ending: **12/12/21**
- 8) Option to renew? Yes No Renewal terms **3 year * 2-One-year options**

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- 9a) Current Contract Value: **\$1,439,880.00** - 5 year total
- 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 _____
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **2100.50353.92 SLBU; 2200.50353.93 Tim; 2300.50353.92 OGD; 2900.50353.92 Riv** Capital Project Code _____
- Yes No **SLBU - 51%; Tim 19%; Ogd 15%; Riv 15%**
- 12) Budgeted? 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	Signed on Contract Bart Simmons
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BS	<i>Bryan Steele</i> Bryan Steele
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<i>Lamont Worthy</i> Lamont Worthy
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<i>Dave Coeres</i> Dave Coeres
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<i>Steve Meyer</i> Steve Meyer
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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

CONTRACT NUMBER 19-2867PP
GOODS SUPPLY AGREEMENT
ONBOARD VIDEO SECURITY SYSTEMS

THIS GOODS SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the 14th day of December, 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 SMARTDRIVE SYSTEMS, INC., a Delaware corporation, whose principal place of business is 4790 Eastgate Mall, Suite 200, San Diego, CA 92121 (the "Contractor").

RECITALS

WHEREAS, Contractor and UTA have an existing contract that expires December 13, 2018, and

WHEREAS, UTA and the Contractor desires to continue the contractual relationship for providing the Onboard Video Security System, procured under RFP and Contract 13-13TH, and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

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. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods in accordance with the Contract (including performing any installation, testing commissioning and other Services described in the Contract).

2. TERM

This Contract shall commence as of the Effective Date. Subject to the termination provisions set forth herein, the Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a five (5) year period expiring December 31, 2023. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. COMPENSATION AND FEES

UTA shall pay Contractor in accordance with Exhibit A. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit A. If Exhibit A does not specify any milestones or other payment provisions, then payment shall be invoiced in accordance with Section 6 hereof.

4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. Exhibit B Statement of Work – Onboard Video Security System.
2. The terms and conditions of this Goods Supply Agreement (including any exhibits and attachments hereto).
3. Exhibit C End User License Agreement

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. INSPECTION, DELIVERY AND TRANSFER OF TITLE

a. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing except for shipping costs and applicable taxes; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to UTA.

b. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA. UTA shall have ten (10) days from delivery of Goods to accept or reject such Goods in writing, and in the absence of such a rejection, Goods shall be deemed accepted by UTA. UTA's sole remedy for rejected Services, and Contractor's sole and exclusive liability, shall be the re-performance of the unacceptable portion of the Service.

c. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

6. INVOICING PROCEDURES AND RECORDS

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit A. If Exhibit A does not specify invoice instructions, then Contractor shall invoice UTA for Goods upon shipment, installation and training as purchased, and Service each month in advance (with Service fees for new Goods commencing upon shipment). Invoices shall be provided in Contractor's standard form. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment shall be submitted upon request.

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods that have been rejected in accordance with Section 5(b). Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved by UTA in accordance with this Section 6(b) shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

7. WARRANTY OF GOODS AND SERVICES

a. Subject to the Warranty Disclaimer in Section 5.2 of the EULA:

i. Contractor warrants that all Goods and Services shall materially conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the standard grade in Contractor's industry if no quality is specified, and, unless otherwise provided in the Contract, will be new, and covered by the applicable SmartDrive SmartRecorder Limited Warranty (<https://www.smartdrive.net/product->

warranty/). UTA's sole remedy, and Contractor's sole and exclusive liability for any breach of the Goods warranties set forth herein shall be for Contractor to repair or replace warranted Goods in accordance with the applicable SmartDrive SmartRecorder Limited Warranty.

- ii. Contractor warrants that Contractor will comply with all laws and regulations applicable to services provided exclusively by Contractor (which shall not include UTA's use of the Goods or Service).
- iii. Contractor shall at its own expense promptly repair or replace any Goods that are defective or materially fail to conform to the Contract requirements in accordance with the SmartDrive SmartRecorder Limited Warranty during the warranty periods set forth therein. Contractor's sole liability, and UTA's sole and exclusive remedy, for any breach of the Services warranties set forth herein shall be for Contractor at its own expense to re-perform such Services.

b. Only Contractor may repair, modify and/or service the Goods.

c. EXCEPT AS EXPRESSLY SET FORTH HEREIN, UTA AGREES AND ACKNOWLEDGES THAT ALL GOODS, SOFTWARE, SERVICES, AND/OR OTHER MATERIALS PROVIDED HEREUNDER BY CONTRACTOR TO UTA ARE PROVIDED ON AN "AS IS" BASIS AND CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR MAKES NO WARRANTY THAT THE SERVICE WILL CAPTURE ALL EVENTS, THAT REMOTE ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED, THAT THE SMARTDRIVE WEB PORTAL WILL BE ERROR-FREE, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE SERVICE. UTA ACKNOWLEDGES AND AGREES THAT UTA'S USE, ACCESS, DOWNLOADS, OR OTHER EXPLOITATION OF SVS DATA AND/OR SVS VIDEOS THROUGH THE SMARTDRIVE WEB PORTAL ARE AT UTA'S OWN DISCRETION AND RISK.

8. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

- a. For the purposes of this Contract:
 - i. "Equipment" or "Goods" means the hardware and related in-vehicle devices identified in the Contract and/or Order, including Gateway Equipment if included in the Contract or Order. SmartRecorder Equipment consists of a SmartRecorder Camera, Vehicle Interface Device, Keypad, and may include a Mobile Wireless Device if specified in the Contract and/or Order.
 - ii. "Gateway Equipment" means the hardware related to site WIFI network access and the site based computer monitoring system which is also known as the DFG hardware and all related antennas, access points and other peripherals.
 - iii. "Service" means Contractor's provision to UTA of the SmartDrive Vehicular System.
 - iv. "SmartDrive Analytic Data" means all statistics, scores, reports or other analyses created by Contractor.
 - v. "SmartDrive Vehicular System" means Contractor's proprietary system, including the Equipment and all software provided by Contractor, for capturing and storing videos of driving events and other vehicle information and transmitting such information to Contractor's facilities, as well as all accompanying software and documentation.
 - vi. "SmartDrive Web Portal" means the Contractor website through which UTA accesses the videos, data and reports provided by Contractor.

- vii. "SVS Data" means all data, excluding SVS Videos, collected by SmartDrive Vehicular Systems installed on UTA's vehicles.
- viii. "SVS Video(s)" means all electronic files containing audiovisual data collected by SmartDrive Vehicular Systems installed on UTA's vehicles.
- b. Contractor and its licensors shall own all right, title, and interest to the proprietary and intellectual property rights, including but not limited to all patent, copyright, trade secret, and trademark rights, in and to the Service, the SmartDrive Vehicular System, the SmartDrive Web Portal, the SmartDrive Analytic Data, as well as any and all corrections, bug fixes, enhancements, updates, or other modifications thereto, including custom modifications, whether made by Contractor or any third party.
- c. UTA shall own the SVS Videos and hereby grants Contractor a worldwide, irrevocable, royalty-free, fully paid-up license to use the SVS Videos for purposes of performing Contractor's obligations under any Order, including analyzing and scoring the SVS Videos, subject to the restrictions and exceptions set forth in Section 19.
- d. Contractor and its licensors shall own all proprietary rights, including but not limited to all patent, copyright, trade secret, trademark and other proprietary rights, in and to all SVS Data, and hereby grants UTA a worldwide, irrevocable, royalty-free, fully paid-up license to use, license, prepare derivative works from, distribute and publish such SVS Data, subject to the restrictions and exceptions set forth in Section 19. During the term of the Contract, UTA may download and store any SVS Video from the SmartDrive Web Portal free of charge provided that such SVS Video has not been deleted or purged in accordance with Contractor's then current data retention policy (<https://secure.smartdrive.net/secure/Help.aspx>) ("Data Retention Policy").

9. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily 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 grossly negligent or more culpable acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations with respect to services performed exclusively by Contractor. Indemnitee agrees to notify Contractor of any claim promptly in writing. Indemnitee agrees to cooperate fully with Contractor throughout the defense of any indemnified claim. The foregoing indemnity obligations of Contractor shall not apply to the extent that any loss, claims, damage, liability, or expenses, arise out of the negligent or more culpable acts or omissions of UTA or the Indemnitees or breach of this Contract by UTA or the Indemnitees.

10. INSURANCE REQUIREMENTS

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

c. Contractor shall provide coverage with limits of liability not less than those stated below. An

excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form** - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

The policy shall be endorsed to include the following additional insured language: “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.”

2. **Automobile Liability** - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

Combined Single Limit (CSL)	\$2,000,000
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The policy shall be endorsed to include the following additional insured language: “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.”

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

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include, the following provisions:

1. 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 Contractor. Insurance limits indicated in the Contract are minimum limits.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah 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 the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

11. **OTHER INDEMNITIES**

a. Contractor shall defend, indemnify and hold harmless UTA and the other Indemnitees against

and from any third party claims, demands, causes of action, losses, liability and expenses (including reasonable legal fees) based upon claims that SmartDrive Vehicular System or the Service infringe any United States copyright or patent ("IP Claim"). Contractor shall have no liability to the extent that an IP Claim resulted from or arises out of (i) UTA's or any third party's modification of the Equipment, or other aspect of the Services, (ii) UTA's use of the Equipment or other aspect of the Service in combination with products not supplied by Contractor, provided that the claim would not have arisen in the absence of such combination, or (iii) the use of the Equipment or other aspect of the Service by UTA in a manner not in accordance with the applicable documentation provided by Contractor.. In case any Good or Service is fully and finally determined by a court of competent jurisdiction to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either (i) procure for UTA any necessary intellectual property rights, (ii) modify Contractor's Goods and Services such that the claimed infringement is eliminated, or, if neither (i) or (ii) is practicable, Contractor may terminate the Contract on written notice to UTA and refund any prepaid amounts to UTA without further liability.

b. Contractor 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 on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, 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 Contractor 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 Contractor 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, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

12. INDEPENDENT CONTRACTOR

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

13. USE OF SUBCONTRACTORS

a. Contractor may utilize third parties in the performance of the Services

b. Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment UTA makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. UTA shall have no obligations to any subcontractors retained by Contractor.

14. CONTRACTOR SAFETY COMPLIANCE

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems management company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with applicable UTA safety standards provided to Contractor in advance of performance and in writing, and applicable industry safety standards, NATE, OSHA, EPA and all other applicable State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this

Contract which are directly related to Contractor's performance hereunder. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

15. ASSIGNMENT OF CONTRACT

Neither party shall assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign or transfer this Contract in connection with any sale of all or substantially all of the business assets, stock or business to which this Contract relates (whether by merger, acquisition, change of control, reorganization or operation of law). Subject to the foregoing, the Contract and any associated Order will be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

16. TERMINATION

a. UTA shall have the right to terminate the Contract at any time by providing thirty (30) days written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. If Contractor materially fails to deliver the Goods in accordance with the Contract requirements, fails to perform any Services in the manner called for in the Contract, or fails to comply with any of its obligations under the Contract, and such failure is not cured or a cure initiated to the reasonable satisfaction of UTA within thirty (30) days after receipt of written notice from UTA, UTA may, at its discretion:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

d. If UTA terminates the Contract for any reason, Contractor 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 Goods and Services furnished by Contractor prior to termination.

17. CHANGES

UTA may request changes to the Contract. Within thirty (30) days of receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). No change in the Contract shall be made unless made pursuant to a mutually executed written instrument designated to be a change order or contract amendment. Oral changes to the Contract are not permitted.

18. RESERVED

19. FINDINGS CONFIDENTIAL

During the period this Contract is in effect and at all times after its expiration or termination, each party and its employees and agents shall maintain the confidentiality of Confidential Information and not sell, license, publish, display, distribute disclose or otherwise make available Confidential Information to any third party nor use any such information except as authorized in this Contract. UTA shall not copy, disassemble, decompile or reverse engineer the software incorporated into the Goods and Services. As used herein, "Confidential Information" means: (a) in the case of Contractor any trade secrets disclosed by Contractor to UTA (and specifically and conspicuously marked as trade secret information) regarding the Goods and Services including the SmartDrive Vehicular system and the SmartDrive Web Portal; and (b) in the case of UTA, all data that identifies UTA or any individual and any UTA loss data. Notwithstanding any other provisions of the Contract, Contractor has the right to disclose (i) any SVS Videos with the prior written consent of UTA and (ii) SmartDrive Analytic Data and SVS Data provided Contractor has taken commercially reasonable steps to prevent UTA's identity from being ascertained. In addition, the receiving party may disclose Confidential Information pursuant to an order of a court or governmental agency as so required by such order (or, as to UTA, as may be required by the Utah Governmental Records Access and Management Act), provided that the receiving party shall first notify the disclosing party of such order and afford the disclosing party the opportunity to seek a protective order relating to such disclosure.

a. It is hereby agreed that the following information is not considered to be Confidential Information that the receiving party can show:

1. Information already in the public domain;
2. Information disclosed to the receiving party by a third party who is not under a confidentiality obligation;
3. Information in the possession of the receiving party prior to disclosure to the receiving party by the disclosing party,; and
4. Information independently developed by the receiving party without reference to disclosing party Confidential Information

20. PROJECT MANAGER

UTA's Project Manager for the Contract is Lamount Worthy, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2447.

21. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Pat Postell, Procurement & Contract Specialist, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Procurement & Contract Specialist at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3060.

22. PROHIBITED INTEREST

No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

23. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and will be personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Procurement & Contract Specialist
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:

SmartDrive Systems, Inc.
Attn: LEGAL
4790 Eastgate Mall, Suite 200
San Diego, CA 92121

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. 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.

24. DISPUTE RESOLUTION

a. 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, except a breach or threatened breach of the confidentiality obligations hereunder, without first having exhausted such process.

b. 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/Contractor’s Project Manager	Five calendar days
UTA’s Chief Safety/Contractor’s Chief Finance Officer	Five calendar days
UTA’s Executive Director /Contractor’s Vice President	Five calendar days

Each party shall diligently continue performance under this Contract while matters in dispute are being resolved.

c. 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.

25. GOVERNING LAW

The validity, interpretation and performance of the Contract 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 the Contract 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. The parties hereby consent to the jurisdiction of such courts. CONTRACTOR AND UTA EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE CONTRACT, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. CONTRACTOR AND UTA AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE CONTRACT.

26. SEVERABILITY

Any provision of the 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 the Contract.

27. AMENDMENTS

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

28. NO THIRD PARTY BENEFICIARIES

The parties enter in to the 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 the Contract.

29. ENTIRE AGREEMENT

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.

30. COUNTERPARTS

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

31. SURVIVAL

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 7, 8, 9, 10, 11, 16, 18, 19, 22, 24, 25, 26, 28 and 29.

32. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, OR USE, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY EITHER PARTY OR ANY THIRD-PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS CONTRACT SHALL NOT EXCEED ONE MILLION UNITED STATES DOLLARS (\$1,000,000). CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE OR DELAY IS CAUSED IN WHOLE OR IN PART BY UTA NOT FULLY COMPLYING WITH ITS OBLIGATIONS UNDER THE CONTRACT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH CONTRACTOR WOULD NOT HAVE ENTERED INTO THIS CONTRACT. CONTRACTOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the day and year first above written.

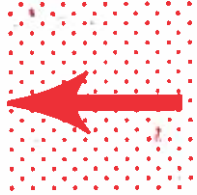
SMARTDRIVE SYSTEMS, INC.:

By DocuSigned by:
Shawn Swaney
77E09257D807442...
Name Shawn Swaney
Title CFO

UTAH TRANSIT AUTHORITY:

By _____
Steve Meyer
Executive Director

By David Goeres
David Goeres
Chief, Safety, Security, and
Information Technology



Approved As To Form:

[Signature]
UTA Legal Counsel

EXHIBIT A**PRICING**

<u>Qty</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>FIRST YEAR-</u>			
12	Smart Drive Safety Subscription (WiFi) Reviewed events per month will be 42 events per bus per month for an Estimated 710 SR units. Billed monthly with actual # of units	\$28/unit/month	\$238,560
12	SmartDrive Assurance Subscription Current estimated units are 710 Units Billed monthly with actual # of units	\$5/unit/month	\$42,600
	Smart Recorder 3 (WiFi)	\$438.00 per Unit	
	Remote Event Trigger button	\$30 per Unit	
	SR3/SR4 USB Drive	\$60 per Unit	
	SmartRecorder 3 Configuration & QA	\$30 per Unit	
	Recertified Equipment	TBD	
<u>SECOND YEAR -</u>			
12	Smart Drive Safety Subscription (WiFi) Reviewed events per month will be 42 events per bus per month for an Estimated 710 SR units. Billed monthly with actual # of units	\$28/unit/month	\$238,560
12	SmartDrive Assurance Subscription Current estimated units are 710 Units Billed monthly with actual # of units	\$5/unit/month	\$42,600
	Smart Recorder 3 (WiFi)	\$438.00 per Unit	
	Remote Event Trigger button	\$30 per Unit	
	SR3/SR4 USB Drive	\$60 per Unit	

SmartRecorder 3 Configuration & QA \$30 per Unit

Recertified Equipment TBD

THIRD YEAR -

12 Smart Drive Safety Subscription (WiFi) \$28/unit/month \$238,560
 Reviewed events per month will be
 42 events per bus per month for an
 Estimated 710 SR units.
 Billed monthly with actual # of units

12 SmartDrive Assurance Subscription \$5/unit/month \$42,600
 Current estimated units are 710 Units
 Billed monthly with actual # of units

Smart Recorder 3 (WiFi) \$438.00 per Unit

Remote Event Trigger button \$30 per Unit

SR3/SR4 USB Drive \$60 per Unit

SmartRecorder 3 Configuration & QA \$30 per Unit

Recertified Equipment TBD

FOURTH YEAR -

12 Fourth Year (if option exercised)
 Smart Drive Safety Subscription (WiFi) \$30/unit/month \$255,600
 Reviewed events per month will be
 42 events per bus per month for an
 Estimated 710 SR units.
 Billed monthly with actual # of units

12 SmartDrive Assurance Subscription \$5/unit/month \$42,600
 Current estimated units are 710 Units
 Billed monthly with actual # of units

Smart Recorder 3 (WiFi) \$438.00 per Unit

Remote Event Trigger button \$30 per Unit

SR3/SR4 USB Drive	\$60 per Unit
SmartRecorder 3 Configuration & QA	\$30 per Unit
Recertified Equipment	TBD

FIFTH YEAR -

12	Fifth Year (if option exercised) Smart Drive Safety Subscription (WiFi) Reviewed events per month will be 42 events per bus per month for an Estimated 710 SR units. Billed monthly with actual # of units	\$30/unit/month	\$255,600
12	SmartDrive Assurance Subscription Current estimated units are 710 Units Billed monthly with actual # of units	\$5/unit/month	\$42,600
	Smart Recorder 3 (WiFi)	\$438.00 per Unit	
	Remote Event Trigger button	\$30 per Unit	
	SR3/SR4 USB Drive	\$60 per Unit	
	SmartRecorder 3 Configuration & QA	\$30 per Unit	
	Recertified Equipment	TBD	

Detailed Dispersement Description & Purpose

F&AC Review and/or Approval Date: 12/12/2018

Action Requested: Motion to approve the contract

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

Contract #: 18-2851BM

Contract Title: Insurance Brokerage Services

Project Manager: David Pitcher

Contract Administrator: Brian Motes

Impacted Areas: Risk Management

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Alliant Insurance Services

Sole-Source Reason: N/A

Total Contract Value \$ 349,750

Contract start date: 12/31/2018

Contract end date: 12/31/2023

Number of responding firms: 3

Next Lowest Bidder: \$ 350,000

Detailed Description & Purpose:

UTA is self-insured for much of its bus operations, it still relies upon commercial insurance to provide protection over and above its self-insured retention level on some lines of coverage. As a public entity, UTA receives numerous types of claims including general liability, auto liability, and workers' compensation. In order to obtain the necessary commercial insurance coverage, UTA retains a Brokerage Service to market and secure excess and aggregate insurance options for all needed areas of the company. This approval request is to contract an insurance Brokerage service for the next five years. The cost of the Broker will be approximately \$69,950 with a 3-year term and two 1-year options. However payments to the commercial insurance companies are a pass-through payment to the Broker with estimated payments to be \$1,750,000/yr during the term of the contract. Total value of the contract = \$349,750 + \$8,750,000 (insurance payments) = \$9,099,750.

The Claims and Insurance Manager oversees the UTA department which is responsible for insurance policies, claims handling, risk financing, risk transfer, workers compensation, damages recovery and coordination with Safety and Security departments.

(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. **18-2851BM** (Assigned by Purchasing) Contract Administrator: **Brian Motes**
 Project Manager: **David Pitcher**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 E. Option F. Other _____ G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title **Insurance Brokerage Services**
- 5) Description / Purpose (of contract or project)
Insurance Brokerage Services for UTA to manage risk.
- 6) Contractor Name **Alliant Insurance Services**
- 7) Effective Dates Beginning: **12/31/18** Ending: **12/31/23**
- 8) Option to renew? Yes No Renewal terms **3 yrs + 2 one year options**

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ **349,750.00**
 9a) Current Contract Value: \$ **349,750.00**
 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? **N/A**
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **5300.50336.90** Capital Project Code **MSR180106**
- 12) Budgeted? Yes No Budget amount: \$ **349,750.00** *5 years @ \$69,950*
- 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 Reviewed	<input checked="" type="checkbox"/> Yes	BWS	<u>Bryan Steele</u>

16) Approval Signatures

	Route to?	Initials	
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	[Signature]	<u>David Pitcher</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	[Signature]	<u>David Goers</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	[Signature]	<u>David Goers</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	[Signature]	<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	[Signature]	<u>Approval Date</u>

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

PROFESSIONAL SERVICES AGREEMENT

Insurance Brokerage Services

UTA CONTRACT NO. 18-2851BM

This Professional Services Agreement is entered into and made effective as of the ___ day of December, 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 ALLIANT INSURANCE SERVICES, INC., with a place of business at 1420 5th Avenue, Suite 1500, Seattle, Washington, 98101 ("Consultant").

RECITALS

- A. UTA desires to hire professional services for furnishing Insurance Brokerage Services.
- B. On September 28, 2018, UTA issued Request for Proposals Package Number 18-2851BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

ARTICLE 1.0

Definitions

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

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term "Consultant's Project Manager" shall mean Brian A. White or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term "Consultant's Proposal" shall mean Alliant Insurance Services, Inc. Insurance Brokerage Services dated October 18, 2018.
- 1.5 The term "Contract" shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents

incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.

- 1.6 The term "Indemnities" 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.
- 1.8 The term "UTA's Project Manager" shall mean David Pitcher, or his/her successor as appointed or designated in writing by UTA.
- 1.9 The term "Work" shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0

Description of Services

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

ARTICLE 3.0

Day-to-Day Management of the Work

- 3.1 Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- 3.2 UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

ARTICLE 4.0

Progress of the Work

- 4.1 Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- 4.2 Consultant shall conduct regular meetings to update UTA's Project Manager regarding the

progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- 4.5 UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- 4.6 UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- 4.7 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

ARTICLE 5.0

Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial three year period expiring December 31, 2021. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period not to exceed Five years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0

Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit A. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit A. If Exhibit A does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 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 Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0
Ownership of Materials

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as "Work Product") are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.
- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

ARTICLE 10.0
Subcontracts

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

ARTICLE 11.0
Key Personnel

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

ARTICLE 12.0
Suspension of Work

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

ARTICLE 13.0
Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.
- Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's

final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

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

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

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

ARTICLE 15.0

Findings Confidential

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

ARTICLE 16.0

General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnities") 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 Indemnities 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 Indemnities, 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 \$2,000,000 per occurrence with an annual aggregate of \$4,000,000. 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 coverage:
- Minimum Limits:
\$2,000,000 each claim
\$4,000,000 annual aggregate
- Coverage:
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 Indemnities 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

Indemnities 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

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:

<u>If to UTA:</u>	<u>with a required copy to:</u>
Utah Transit Authority	Utah Transit Authority
ATTN: Brian W. Motes	ATTN: General Counsel
669 West 200 South	669 West 200 South
Salt Lake City, Utah 84101	Salt Lake City, Utah 84101
<u>If to Consultant:</u> Alliant Insurance Services, Inc.	
ATTN: Brian A. White	
1420 5 th Avenue, Suite 1500, Seattle, WA 98101	

- 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 Brian W. Motes or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

ARTICLE 25.0
General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

ARTICLE 26.0
Incorporated Documents

- 26.1 UTA's RFP 18-2851BM including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

ARTICLE 27.0


Insurance Coverage Requirements for Consultant Employees

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


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

ALLIANT INSURANCE SERVICES, INC.

UTAH TRANSIT AUTHORITY:

By 
Name Daniel J. Howell
Title SR. SVP.


By _____
Name W. Steve Meyer
Title Interim Executive Director

By 
Name Brian A. White
Title First Vice President

By 
Name David Goeres
Title Chief Safety, Security and Technology Officer

Fed ID# 87-0284459

UTA CONTRACT NO. 18-2851BM

Approved as to Form

UTA Legal Counsel

Reviewed & Recommended

UTA Project Manager

Exhibit A

Utah Transit Authority | October 19, 2018
Response to RFP #18-2851BM for Insurance Brokerage Services

PRICE PROPOSAL

Alliant is proposing a flat annual fee of \$69,950 for performing the Scope of Work included within the RFP, Part 1 – Project Specific Information. There are no additional transitional costs associated with hiring us. One annual payment will be made each year at the beginning of the contract year.

Disclosures:

Alliant Specialty Insurance Services (ASIS). *In addition to the compensation that ALLIANT receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from ALLIANT and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to UTA and must be agreed to by UTA before any such coverage is bound. UTA further acknowledges that ALLIANT and ASIS maintain an arm's length relationship. UTA understands that while ALLIANT represents UTA as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member*

Alliant Business Services (ABS); Strategic HR. *Additionally, ALLIANT'S internal operating groups, Alliant Business Services (ABS) and/or Strategic HR, may receive compensation from ALLIANT and/or carriers for providing designated, value-added services. Services contracted for by UTA directly will be invoiced accordingly. Otherwise, services will be provided at the expense of ALLIANT and/or the carrier.*

Third Party Brokers. *ALLIANT may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the UTA insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of ALLIANT (e.g., other companies of ALLIANT that provide services other than those included within the SCOPE OF SERVICES of this CONTRACT), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of ALLIANT'S FEE.*

Indirect Income. *"INDIRECT INCOME" means insurance carrier contingency arrangements. ALLIANT will not accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of CLIENT within the SCOPE OF SERVICE of this CONTRACT. The parties acknowledge that ALLIANT producers who solicit, negotiate, or place insurance products, or services for clients, including UTA, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to ALLIANT.*

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 12/12/2018

Action Requested: Motion to approve the contract

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

Contract #: 18-2861PP	Contract Title: Fifteen (15) Passenger Rideshare Vans
------------------------------	--

Project Manager: Jesse Rogers	Contract Administrator: Pat Postell
--------------------------------------	--

Impacted Areas: Asset Management

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Larry H. Miller

Sole-Source Reason: N/A

Total Contract Value \$ 1,176,951
Qty & Unit price

Contract term (Months) 60

Contract options (Months) 0

Contract start date: 11/15/2018

Contract end date: 11/14/2023

Number of responding firms: 2

Next Lowest Bidder: \$ 1,174,386

Detailed Description & Purpose:

Replacement rideshare vans for UTA's rideshare program. All vans to be replaced are at a minimum 5 yrs/125k miles. Part of Vanpools continued success can be attributed to keeping the customers in modern, safe and reliable vanpool vehicles.

UTA conducted a competitive RFP and the selection committee selected Larry H. Miller based on best value and ability to meet delivery schedule. 2018 purchase will be 10 vehicles @ \$29,959. We anticipate purchasing 7 vehicles per year over the term of the contract. 2019 will remain at the original price and subsequent years will be at the negotiated rates on Exhibit B.

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

Attachments: Contract routing sheet attached? Yes

Other attachments? (list) Contract



Once approved, please forward to Contract Administrator
CONTRACT ROUTING SHEET

Agenda Item No.: _____
 Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2861PP (Assigned by Purchasing) Contract Administrator: Pat Postell
 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) RFQ (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Fifteen (15) Passenger Rideshare Vans
- 5) Description / Purpose (of contract or project) A five (5) year contract to provide Fifteen (15) Passenger Rideshare Vans and Base Order for Ten (10) Vans
- 6) Contractor Name Larry H. Miller Chevrolet
- 7) Effective Dates Beginning: 11/15/18 Ending: 11/14/23
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

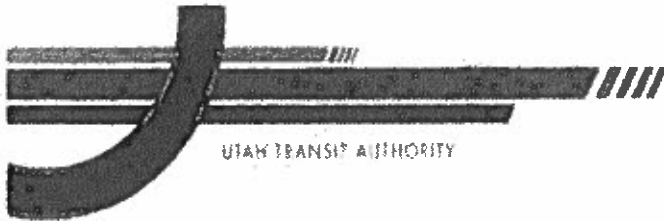
- 8) Total Board Approval Amount: 1,176,951
- 9a) Current Contract Value: _____
- 9b) Amendment Amount: _____
- 9c) New Contract Value (including all amendments) _____
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? _____
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-6232.68912 Capital Project Code REV23218
- 12) Budgeted? Yes No Budget amount: \$310,000. (base yr)
- 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>SIGNED ON CONTRACT/ Base Order</u> Barl Simons
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>HS</u>	<u>Erjon Steele</u> Erjon Steele
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>JK</u>	<u>Jesse Rogers</u>
Up to \$20K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>DK</u>	<u>Dave Hancock</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>CB</u>	<u>Cheryl Beveridge</u> Cheryl Beveridge
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Steve Meyer</u>

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

Contract 18-2861PP
Fifteen (15) Passenger Rideshare Vans



November 27, 2018

Larry H. Miller Chevrolet
Attn: Kevin Freebairn
5500 South State Street
Murray, UT 84107

RE: CONTRACT 18-2861PP; Fifteen (15) Passenger Rideshare Vans

**BASE ORDER NOTICE TO PROCEED
AWARD OF CONTRACT
For Ten (10) Fifteen Passenger Rideshare Vans (the "Vans")**

Dear Mr. Kevin Freebairn,

This letter shall serve as the Base Order for Contract Award wherein the Authority places the base order from the Larry H. Miller Chevrolet Contract Effective November 15, 2018.

The Vans shall be manufactured as outlined in the Authority's Updated Red-Lined Technical Requirements, the above reference contract and Larry H. Miller Chevrolet's Price Summary dated October 25, 2018.

The cost of the ten (10) base order Vans are as follows:

Quantity	Description	U/Price	Total Price
10	2019 Chevrolet Express 15 Pass Van	\$29,959.00	\$299,590.00
	GRAND TOTAL		\$ 299,590.00



Contract 18-2861PP
Fifteen (15) Passenger Rideshare Vans

The award of this base order is a total amount of \$299,590.00. Delivery of the Vans will be by February 27, 2019.

If you are in agreement to the above, please sign on the line indicated below and return one copy to Ms. Pat Postell at ppostell@ride.uta.com. A fully executed copy will be provided after all signatures are obtained.

Sincerely,

LARRY H. MILLER CHEVROLET

Larry H. Miller 11-27-18
Signature Date

Kevin FREEBAIRN
Printed Name

FLEET MANAGER
Title

UTAH TRANSIT AUTHORITY

Steve Meyer Date
Executive Director

Cherryl Beveridge 11/28/18
Cherryl Beveridge Date
Special Services GM

Approved As to Form:

[Signature]

UTA Legal Counsel



GOODS SUPPLY AGREEMENT

18-2861PP

FIFTEEN (15) PASSENGER RIDESHARE VANS

THIS GOODS SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the 15th 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 (the “Authority”), and **LARRY H. MILLER CHEVROLET**, a Corporation located at 5500 South State Street, Murray, UT 84107 (the “Contractor”).

RECITALS

WHEREAS, on October 4, 2018, the Authority received competitive proposals for a contractor to provide ten (10) Fifteen Passenger Rideshare Vans (the “Vehicles”), including option quantities, and (as applicable) all associated hardware, software, tools, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by the Authority in RFP 18-2861PP (the “RFP”); and

WHEREAS, the Authority wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP; and

WHEREAS, the Authority wishes to procure the Goods and Services according to the specifications, terms and conditions list in the RFP; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

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. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

The Agency hereby retains Contractor to furnish the Goods and Services and Contractor will to the best of its ability and in a professional manner, provide the labor, equipment and materials necessary to furnish, deliver, and test the Goods and Services subject to the terms and conditions of: (i) RFP 18-2861PP; and (ii) Contractor's proposal dated October 25, 2018 (the “Proposal”). This Contract includes an initial order quantity of ten (10) Vehicles, in the Base Order with the features and options described in an initial notices to proceed issued concurrently with this Contract.

2. TERM

Subject to the provisions for termination as hereinafter provided, this Contract shall be effective with respect to the purchase of any Goods and Services (up to the aggregate number of base and option Vehicle quantities set forth in the RFP) ordered prior to November 14, 2023 (the

“Term”). All warranties, indemnities and other obligations of either party with respect to the Goods and Services shall continue after the Term in accordance with the provisions of this Contract.

3. COMPENSATION AND FEES

For the initial order, the Authority agrees to pay Contractor a sum of \$299,590.00, determined in accordance with Attachment A. This sum includes all hardware, software, equipment, materials, labor, shipping costs, and other items necessary to supply the Goods and complete the Services in a satisfactory manner in compliance with this Contract.

The Authority (at its sole and exclusive election to be exercised in its sole discretion) may purchase up to twenty-eight (28) additional Vehicles during the Term of this Contract. The price for option Vehicles shall be based on the prices indicated in Attachment B.

There is no guarantee that options with respect to any Vehicles will be exercised.

4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over prior documents where relevant, are hereby incorporated into the Contract by reference and made a part hereof which comprise the Contract:

1. The Authority’s RFP 18-2861PP including all terms, conditions, certifications, and specifications; and
2. Contractor’s Quality Proposal dated October 25, 2018; and
3. This Agreement.

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. DELIVERY, PAYMENT SCHEDULE, AND TITLE

Contractor hereby agrees to furnish, deliver, and test the base order Vehicles within one hundred twenty (120) days of notice to proceed. The schedule for option vehicles shall be determined in accordance with the applicable notice to proceed.

a. Contractor shall submit to the Authority’s Contract Administrator for approval, invoices, after acceptance of the Vehicles, for which Contractor seeks payment from the Authority under this Agreement. Within thirty (30) days after receipt of an invoice, the Authority shall approve and pay the same or notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval.

b. The Authority shall not be liable to Contractor for any expenses paid or incurred by Contractor unless listed herein or otherwise agreed to in advance, in writing, by the parties hereto.

c. Contractor warrants that title to all Vehicles delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Authority no later than the time of payment.

Contractor further warrants that upon submittal of an invoice for payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Authority shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested. Contractor shall indemnify, defend, and hold the Authority harmless from and with respect to any claims, costs, fees (including attorneys' fees), liens, judgments or other losses sustained as a result of the breach of this warranty by Contractor.

d. Title to any equipment sold hereunder not fully paid for at time of delivery to the Authority shall be retained by and remain in Contractor until such purchase price is fully paid.

6. **COVENANTS AND WARRANTY**

a. Contractor hereby agrees that the Goods and Services to be furnished under this Agreement will strictly comply with the specifications, drawings and other descriptions set forth in this Agreement.

b. Contractor represents and warrants that this Agreement, and anything made, used, sold, otherwise disposed of, delivered or licensed in or as a result of this Agreement, does not and shall not infringe, violate or be otherwise inconsistent any copyright, trademark, patent or other Intellectual Property right of another.

c. Contractor hereby agrees that the Services, related equipment and parts to be furnished herein will not fail, through faulty design, workmanship or materials, or fail to meet the requirements as described in RFP 18-2861PP.

d. All loss or damage arising directly and solely from any act or omission on the part of Contractor or any agent or person employed by Contractor, not authorized by these specifications shall be sustained by Contractor.

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

f. The Vehicles are subject to the express warranties required by Attachment 1, Part 1 – Project Specific Information, as well as any additional or longer warranty commitments made by Contractor in its Proposal or otherwise.

7. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully

paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of the UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

8. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, officials, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under a workers' compensation law or arising out of the failure of such Contractor to conform to any law, statute, ordinance, rule, regulation or court decree governing workers' compensation matters. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. As a condition to the above-described rights, Indemnitees must: (i) notify Contractor of any claim promptly in writing; and (ii) cooperate fully with Contractor throughout the defense of any indemnified claim. In consideration of the award of the Contract, the Contractor agrees to waive all rights of subrogation against UTA, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for UTA. The foregoing obligations and waiver shall not apply to claims that arise from the sole negligence of UTA or any Indemnitee.

9. INSURANCE REQUIREMENTS

a. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form** - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

The policy shall be endorsed to include the following additional insured language: "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".

2. **Automobile Liability** - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

Combined Single Limit (CSL)	\$2,000,000
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The policy shall be endorsed to include the following additional insured language: "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".

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

Policy shall contain a waiver of subrogation against UTA. 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.

d. The policies shall include, or be endorsed to include, the following provisions:

1. 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 Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah 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 the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1. 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 Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

h. Any modification or variation from the insurance requirements in the Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

10. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Authority with certificates of insurance (ACORD form or equivalent approved by the Authority) 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 and any required endorsements are to be received and approved by the Authority 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 is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to **(Grants & Contracts Administrator, 669 West 200 South, SLC, UT 84101)**. The Authority project/contract number and project description shall be noted on the certificate of insurance. The Authority 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.**

11. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits

which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

12. USE OF SUBCONTRACTORS

a. Contractor shall not subcontract any services to be performed by it under the Contract other than those listed and identified in Contractor's proposal without prior approval of UTA.

b. Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment UTA makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. UTA shall have no obligations to any subcontractors retained by Contractor.

13. CONTRACTOR SAFETY COMPLIANCE

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive while working on this project. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles.

14. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

15. TERMINATION

a. UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. If Contractor materially fails to deliver the Goods in accordance with the Contract requirements, fails to perform any Services in the manner called for in the Contract, or fails to

comply with any of its obligations under the Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within seven (7) days after receipt of written notice from UTA, UTA may, at its discretion:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

d. If UTA terminates the Contract for any reason, Contractor 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 Goods and Services furnished by Contractor prior to termination.

16. CHANGES

UTA may direct changes to the Contract. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). No change in the Contract shall be made unless made pursuant to a mutually executed written instrument designated to be a change order or contract amendment. Oral changes to the Contract are not permitted.

17. AUDIT

Contractor shall maintain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B Pricing Sheet (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as purchase orders, receipts or other documentation supporting non-labor costs. Records supporting any cost-based billings shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such cost 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 cost records shall be furnished to UTA or designated audit parties upon request. Contractor shall maintain (and upon request furnish all other records (other

than the above-described cost records) related to the performance of the Contract for a period not less than three (3) years. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

18. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Jesse Rogers, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4674.

19. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Pat Postell, Procurement & Contract Specialist, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Procurement & Contract Specialist at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3060.

20. **PROHIBITED INTEREST**

No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

21. **FORCE MAJEURE**

Neither party will be liable for any failure or delay in its performance under the Contract due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage, labor shortage or dispute, governmental act, or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

22. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and will be personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Procurement & Contract Specialist
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:

Larry H. Miller Chevrolet
Attn: Fleet Manager
5500 South State Street
Salt Lake City, UT 84107

Either party may change the address at which such party desires to receive written notice of such

change to any other party. 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.

23. **GOVERNING LAW**

The validity, interpretation and performance of the Contract 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 the Contract 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. Contractor consents to the jurisdiction of such courts.

24. **SEVERABILITY**

Any provision of the 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 the Contract.

25. **AMENDMENTS**

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

26. **NO THIRD PARTY BENEFICIARIES**

The parties enter in to the 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 the Contract.

27. **ENTIRE AGREEMENT**

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.

28. **COUNTERPARTS**

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

Contract 18-2861PP
Fifteen (15) Passenger Vans

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by officers duly authorized to execute the same as of the day and year first above written.

LARRY H. MILLER CHEVROLET

Kevin Freebairn
Printed Name:
Title: *Fleet Manager*

UTAH TRANSIT AUTHORITY

Steve Meyer
Executive Director

Cheryl Beveridge
Special Services GM

David Hancock
David Hancock
Acting Asset Management Director

Approved As To Form:

[Signature]
UTA Legal Counsel

ATTACHMENT A
LARRY H. MILLER PROPOSAL



[Fleet] 2019 Chevrolet Express Passenger (CG33706) RWD 3500 155" (5)



Note: Photo may not represent exact vehicle or selected equipment.

UNIT BID PRICING AS SPEC'D \$29,959.00

Price Summary

PRICE SUMMARY

Base Price
Total Options
Vehicle Subtotal
Destination Charge
Grand Total

Selected Model and Options

MODEL

CODE MODEL

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Data Version: 6839. Data Updated: Oct 24, 2018 9:43:00 PM PDT.



[Fleet] 2019 Chevrolet Express Passenger (CG33706) RWD 3500 155" (5)

MODEL

CG33706 2019 Chevrolet Express Passenger RWD 3500 155" LS

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
1LS	LS Preferred Equipment Group Includes Standard Equipment
93G	Medium Pewter, Custom Cloth
AS5	Seats, front bucket with Custom Cloth trim head restraints and inboard armrests (Requires (93G) interior trim. Includes (BA3) console with swing-out storage bin.
ATG	Remote Keyless Entry with 2 transmitters and remote panic button
BA3	Console, deluxe with swing-out storage bin (Included with (AS5) front bucket seats with Custom Cloth.)
DEB	Mirrors, outside heated power-adjustable, Black, manual-folding with single pane glass (Not available with (R8J) power window delete.)
FE9	Emissions, Federal requirements
GAZ	Summit White
GU6	Rear axle, 3.42 ratio
L96	Engine, Vortec 6.0L V8 SFI FlexFuel (341 hp [254.3 kW] @ 5400 rpm, 373 lb-ft of torque [503.6 N-m] @ 4200 rpm) (Includes external engine oil cooler. Requires (MYD) 6-speed heavy-duty automatic transmission
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and low/haul mode. Includes Cruise Grade Braking, Powertrain Grade Braking, and Tap-Up/Tap-Down Driver Shift Control (Requires (L96) Vortec 6.0L V8 SFI FlexFuel engine or (LC8) 6.0L V8 SFI gaseous engine. Reference the Engine/Axle page for availability.)
RW9†	DRIVER SIDE PASSENGER SIDE ASSIST STEPS†
U2K	SiriusXM Radio Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Included and only available with the combination of (UE1) OnStar and (US8) AM/FM stereo with MP3 compatible CD player.
US8	Audio system, AM/FM stereo with CD/MP3 player, USB port seek-and-scan, digital clock, auto-tone control, Radio Data System (RDS), TheftLock, random select, auxiliary jack and 2 front door speakers (Required with (U2K) SiriusXM Radio. Not available with (R8J) Power Window delete)
USR	Audio system feature, USB port (Included and only available with (U0H) AM/FM stereo with MP3 player, (US8) AM/FM stereo with MP3 compatible CD player or (U18) Chevrolet Infotainment radio with navigation.)

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[Fleet] 2019 Chevrolet Express Passenger (CG33706) RWD 3500 155" (5)

OPTIONS († Denotes a Custom Equipment Option)

CODE	DESCRIPTION
UTJ	Theft-deterrent system, unauthorized entry. (Included and only available with (ATG) Remote Keyless Entry. Requires (UE1) OnStar.)
V37	Bumpers, front and rear, chrome with step pad. (Included with (ZR7) Chrome Appearance Package.)
VK3	License plate, id, front (will be shipped to orders with ship-to states that require front license plate)
ZP3	Seating, 15-passenger, (2-3-3-4 seating configuration) 4-passenger seat is a 50/50 split, 2-piece configuration
ZY1	Paint, solid (STD)

Options Total

Standard Equipment

Package

Power Convenience Package includes (A31) power windows and (AU3) power door locks

Driver Convenience Package includes Tilt-Wheel and (K34) cruise control

Mechanical

Engine, 4.3L V6 with Direct Injection and Variable Valve Timing, includes aluminum block construction (276 hp [206 kW] @ 5200 rpm, 298 lb-ft of torque [404 Nm] @ 3900 rpm) (Reference the Engine/Axle page for availability.) (STD)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (LV1) 4.3L V6 SIDI engine or (LWN) 2.8L Duramax Turbo-Diesel engine.) (STD)

Rear axle, 3.42 ratio (Reference the Engine/Axle page for availability.)

Tow/haul mode selector, instrument panel-mounted

Rear-wheel drive

Transmission oil cooler, external (Not available with (LWN) 2.8L Duramax Turbo-Diesel engine.)

Battery, 600 cold-cranking amps, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Frame, ladder-type

Suspension, front independent with coil springs and stabilizer bar

Suspension, rear hypoid drive axle with multi-leaf springs

GVWR, 9600 lbs. (4354 kg) (Reference the Engine/Axle page for availability.)

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc

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[Fleet] 2019 Chevrolet Express Passenger (CG33706) RWD 3500 155" (5)

Mechanical

Fuel tank capacity, mid-frame and approximately 31 gallons (117.3L)

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 4 - 16" x 6.5" (40.6 cm x 16.5 cm) steel includes Gray center caps and steel spare

Tires, front LT245/75R16E all-season, blackwall

Tires, rear LT245/75R16E all-season, blackwall

Tire, spare LT245/75R16 all-season, blackwall

Body, standard

Bumpers, front and rear painted Black with step-pad (Deleted when (V37) front and rear chrome bumpers is ordered.)

Grille, Black composite

Headlamps, dual halogen composite

Mirrors, outside manual, Black

Glass, Solar-Ray deep-tinted (all windows except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, swing-out side door windows

Glass, swing-out rear cargo door windows

Glass, enhanced-technology, rearmost side windows. 3-layer special glass is designed to help reduce the risk of ejection during a crash

Glass, full-body window package (Includes (A18) swing-out rear cargo door window glass and (A19) swing-out side door window glass.)

Wipers, front intermittent wet-arm with pulse washers

Door, swing-out passenger-side, 60/40 split

Entertainment

Audio system, AM/FM stereo with MP3 player seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers (Not available with (U2K) SiriusXM Radio.) (STD)

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Included and only available with (UE1) OnStar. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Interior

Seats, front bucket with vinyl trim and head restraints, includes inboard armrests (STD) (Requires (93W) interior trim. When ordering a seating arrangement that includes rear seats, includes rear bench seats with vinyl trim. Head restraints are not available on rear bench seats.)

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[Fleet] 2019 Chevrolet Express Passenger (CG33706) RWD 3500 155" (5)

Interior

Seating, 12-passenger, (2-3-3-4 seating configuration) 4-passenger seat is a 50/50 split, 2-piece configuration (STD)

Console, engine cover with open storage bin

Cup holders, 3 on the engine console cover

Power outlets 2 auxiliary on engine console cover with covers, 12-volt

Power outlet, 120-volt

Floor covering, full-length Black rubberized-vinyl

Steering wheel steel sleeve column with theft-deterrent locking feature, Black

Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure

Driver Information Center includes fuel range, average speed, oil life, tire pressure monitoring, fuel used, ice warning, engine hours, average fuel economy, tachometer, and maintenance reminders. Compass and outside temperature available if equipped.

Oil life monitor

Warning tones, headlamp on and key-in-ignition

Compass, 8-point digital located in the Driver Information Center

Windows, power (Included with (ZQ2) Power Convenience Package.)

Door locks, power with lock-out protection (NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)

Cruise control

Theft-deterrent system, vehicle, PASS-Key III

Air conditioning, single-zone manual

Air conditioning, rear

Heater, rear auxiliary

Defogger, front and side windows

Mirror, inside rearview, with Rear Vision Camera display

Headliner, cloth

Visors, driver and front passenger, padded with cloth trim and dual vanity mirrors, illuminated on passenger-side

Assist handles, driver and right-front passenger

Lighting, interior with 2 dome lights defeat switch and door handle-activated switches

Lighting, auxiliary with reading and underhood lights

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[Fleet] 2019 Chevrolet Express Passenger (CG33706) RWD 3500 155" (5)

Interior

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Included and only available with (UE1) OnStar. Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

Safety-Mechanical

StabiliTrak, traction assistance and vehicle stability enhancement system
Brake/transmission shift interlock for automatic transmissions
Hill Start Assist

Safety-Exterior

Door beams, steel-side
Daytime Running Lamps
Rear Vision Camera (Display is included with (DRJ) Inside rearview mirror.)

Safety-Interior

Air bags, frontal, driver and right-front passenger (Includes passenger-side air bag deactivation switch. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Air bags, driver and right front passenger seat-mounted side-impact and roof-rail side-impact provides coverage for first 3-rows only. Enhanced-technology glass is provided for the fourth and fifth rows (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Air bag deactivation switch, frontal passenger side (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable; (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)
Child seat anchors all three passenger rear seats have four anchors and two tethers
Tire Pressure Monitoring System (does not apply to spare tires)

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[Fleet] 2019 Chevrolet Express Passenger (CG33706) RWD 3500 155" (5)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Contract 18-2861PP
Fifteen (15) Passenger Vans

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by officers duly authorized to execute the same as of the day and year first above written.

LARRY H. MILLER CHEVROLET

Kevin Freebairn
Printed Name:
Title: *Fleet Manager*

UTAH TRANSIT AUTHORITY

Steve Meyer
Executive Director

Cheryl Beveridge
Cheryl Beveridge
Special Services GM

David Hancock
David Hancock
Acting Asset Management Director

Approved As To Form:

[Signature]
UTA Legal Counsel



**ATTACHMENT B
 PRICING**

UTA will register and license all vehicles.

ITEM	QTY	YEAR/MAKE/MODEL OFFERED	UNIT AMOUNT	TOTAL	DELIVERY DAYS ARO**
Base Award 2018					
Fifteen (15) Passenger Vans	10	2019 CHEVROLET EXPRESS 15 PASS VAN	29,959.00	\$299,590.00	120
YEAR 2019					
Fifteen (15) Passenger Vans	Estimated Qty 7	2019 CHEVROLET EXPRESS 15 PASS VAN	29,959.00	209,713.00	120
YEAR 2020					
Fifteen (15) Passenger Vans	Estimated Qty 7	2020 SAME AS ABOVE	30,857.77	216,004.39	120
YEAR 2021					
Fifteen (15) Passenger Vans	Estimated Qty 7	2021 SAME AS ABOVE	31,783.51	222,484.57	120
YEAR 2022					
Fifteen (15) Passenger Vans	Estimated Qty 7	2022 SAME AS ABOVE	32,737.02	229,159.14	120

***ARO – After Receipt of Order**

It estimated that a total of 28 additional vehicles will be ordered over the life of the contract. The estimated amount shown each year is not a fixed amount and quantities not purchased in one year can be rolled over to the next year(s). Adjustment in pricing will be made for those quantities that are rolled into another year.

However, UTA does not guarantee that all the quantities will be ordered through the life of the contract.

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 12/12/2018

Action Requested: Motion to approve the contract

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

Contract #: 18-2743TP

Contract Title: Applicant Tracking Software

Project Manager: Pablo Martinez

Contract Administrator: Teresa Pickett

Impacted Areas: Talent Acquisition

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: JobVite

Sole-Source Reason: N/A

Total Contract Value \$ 386,275
Qty & Unit price

Contract term (Months) 36 Months

Contract options (Months) 12

Contract start date: 1/1/2019

Contract end date: 12/31/2022

Number of responding firms: 10

\$ Value of Next Lowest Bidder \$ 429,943

Detailed Description & Purpose:

Our current applicant tracking system is expiring. We conducted a competitive RFP process and the selection committee selected JobVite. Jobvite will offer UTA a comprehensive recruiting platform which will accelerate our recruitment process, provide social recruiting capabilities, mobile optimized branded career sites, advanced analytics, and onboarding features.

The term of the contract is for 3 years, with one option year.

(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. **18-2743TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**
 Project Manager: **Pablo Martinez**

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

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

4) Contract Title **Applicant Tracking System**

5) Description / Purpose (of contract or project) **Applicant tracking system to recruit, hired and onboard new employees.**

6) Contractor Name **JobVite**

7) Effective Dates Beginning: **01/01/19** Ending: **12/31/21** **3 yrs.**

8) Option to renew? Yes No Renewal terms **1 additional one year option**

FINANCIAL SECTION

9) Total Board Approval Amount: **\$386,275**

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 **9400.50455.90** Capital Project Code _____

12) Budgeted? Yes No Budget amount: \$ **300,000.00** → **3 yrs.**

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

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

15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? **N/A** Yes No

SIGNATURE SECTION

	Route to?	Initials	Signature
Attorney/Legal	<input checked="" type="checkbox"/> Yes	BWS	Bart Simmons
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TSB	Bryan Steele
IT Review (IT software or hardware)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	AK	Abraham Koloff
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PM	Pablo Martinez
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		N/A
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	W	Kimberly S. Ulliard
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		W. 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



1300 S. El Camino Real Suite 400 San Mateo CA 94022
650-376-7200 (office) / 415-680-2479 (fax)

Order Form – UTA
Contract#: 18-2743TP

Address Information:

Bill To: 669 W 200 S
Salt Lake City, UT 84101

Pricing Valid Thru: 11/30/2018
Ship To: Same

Billing Company Name: Utah Transit Authority (UTA)
Billing Contact Name: Teresa Pickett
Billing Email Address: TPickett@rideuta.com
Payment Terms: Net 30
Special Terms:

Billing Phone: 801.262.5626
Billing Fax: 801.287.4555
Billing Language: English
Invoice Frequency: Annual

Invoices sent via email. Contact AR@jobvite.com for billing inquiries.

Subscription Start Date: 12/31/2018
If the Subscription Start Date listed above is prior to the Effective Date (Contract Execution Date), the Effective Date will be the Subscription Start Date.

Company Size: 2,501 employees
Term: 36 months
Engage Seats: 4
Text Seats: 9

Note – All prices are in USD unless otherwise specified.

Product Name	Net Price	Annual Price	One Time Price
Platform Plus (Brand Gold, Hire, Refer, Engage, Video, Onboard)	187,701.00	62,567.00	0.00
Jobvite Text - US & Canada	51,904.80	17,301.60	0.00
New Hire + Onboarding Integration – Maintenance (JD Edwards)	19,224.00	6,408.00	0.00
Canvas API	0.00	0.00	0.00
Platform Implementation - Gold	16,200.00	0.00	16,200.00
Engage Implementation - Silver	6,318.00	0.00	6,318.00
Onboard Implementation - Gold	5,062.50	0.00	5,062.50
Jobvite Text Implementation	1,620.00	0.00	1,620.00
New Hire + Onboarding Integration - Custom CSV - Set Up (JD Edwards)	9,720.00	0.00	9,720.00
Single Sign On - Setup	0.00	0.00	0.00
Onsite Training (1 Day)	2,249.00	0.00	2,249.00
Total	\$299,999.30	\$86,276.60	\$41,169.50

Jobvite

1300 S. El Camino Real Suite 400 San Mateo CA 94022
650-376-7200 (office) / 415-680-2479 (fax)

Order Form – UTA
Contract#: 18-2743TP

Special Terms: Upon execution customer will be billed \$41,169.50 for one-time fees and \$58,829.80 for first year subscription fees. Jobvite will bill \$100,000 for the next two years.

This Order Form is subject to the terms and conditions (below) of the Jobvite Terms & Conditions between the parties ("Agreement").

The authorized representatives have executed this Order Form by their signatures below:

Jobvite

By: _____
Printed: _____
Title: _____
Date: _____



Utah Transit Authority

By: _____
Printed: W. Steve Meyer
Title: Interim Executive Director
Date: _____
By: _____
Printed: Kimberly S. Ulibarri
Title: Chief People Officer
Date: 11/30/18

UTA Legal Counsel
Approved as to Form



Additional Information

Purchase Order Information:

Is a Purchase Order required for the purchase or payment of the product on this order form?
If yes, please enter PO number:

Yes / No

Tax Information:

Is your company tax exempt?
Yes. If yes, please send exemption certificate to AR@jobvite.com.

Yes / No

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice. This is not an invoice.

Statement of Work (SOW)

For a description of the implementation services listed shown above, please refer to the corresponding section in following:

Statement of Work (SOW)

Mid-Market Platform *Gold* Implementation Package

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1. Project Overview

1.1. Jobvite Products Deployed

Jobvite Hire: An Applicant Tracking System (ATS) that helps customers manage hiring processes including but not limited to, candidate and requisition management for the purposes of recruiting.

Jobvite Refer: An employee referral tool that provides employees with the ability to share job openings on social networks and identify the referring employee in Jobvite.

Jobvite Video: An on-demand video interviewing tool that provides the ability for recruiting team to review video interviews submitted by candidates during the recruiting process.

Jobvite Brand: A branded career website which offers features and customizations that improve the candidate experience.

2. Solution Scope

2.1. Solution Enhancement Development

Jobvite provides a configurable platform that can be adapted to address unique business requirements. Jobvite assumes customer requirements and goals can be addressed through configuration of standard features and functionality; therefore, no custom code will be developed for this Service.

2.2. Career Website (CWS) and Jobvite Brand

A standard site is available to Jobvite Customers. Customer will have access to their standard career site once they have started the implementation.

In addition to the standard career site the Service includes the implementation of *Gold Brand*:

Timeline to build the career website:

- Approximately 2-3 weeks from the time Jobvite receives all finalized assets and requirements

Assumptions:

- Customer to provide all assets in final format as requested for career site.
- Customer to provide finalized design or final and thorough design guidance on career site look and navigational feel.

Features:

- A branded website to better match your corporate website
- Links to company social media sites (Facebook, LinkedIn, Twitter, Blogs, RSS, etc.)
- Keyword search and search filters for: Category, Department, Region, Location, Job Type

- Display featured jobs and similar jobs
- Custom content placement (pictures, videos, text, etc.)
- Advanced JavaScript coding to deliver a dynamic job seeker experience (Carousel, Show/Hide, Scroll to, etc.)
- Two additional career site pages (E.g., Perks & Benefits, FAQ, Company Culture, etc.)
- If required, additional CWS services can be purchased at a fee of \$250/hr.

2.3. Data Import

Jobvite will complete a Tier 3 requisition and candidate data import, provided in .CSV format. Data imports do not include any data cleansing or data modification. Data provided in any other format is out of the project scope and will require a custom quote. The data import project will run in parallel to the deployment of the products included with the services in this package. All customer requirements for data import must be finalized within 2 weeks of project kickoff and will be deemed complete. The details of a Tier 3 data import are available in Appendix A of this document.

2.4. User Acceptance Testing Support

The designated implementation manager will assist with the User Acceptance Testing performed by the Customer. Support includes assistance editing Jobvite's standard UAT to best reflect customer's recruitment process and assistance with changes to Admin configurations that arise after the customer has conducted the UAT.

2.5. Training

Jobvite will conduct two (2) remote, end user training session for recruiters and one (1) post recruiter training session to gather feedback on additional recommended adjustments made by recruiter users. Customer Jobvite administrators are trained during the implementation process. The training covers activities related to specific job functions.

Standard Jobvite user guides (in electronic format) will be provided and readily available throughout the implementation from the Jobvite Community for all Jobvite authenticated users.

3. Project Methodology

The Jobvite Project methodology helps to define and clarify key Customer objectives for the successful configuration of the Jobvite products.

The key to successful delivery is a prescribed rapid implementation process staffed by an experienced Implementation Consultant working closely with the designated Customer staff.

3.1. Project Hours

Up to a maximum of 70 hours of time from a designated Jobvite consultant is allotted for this project. Assumptions include:

- a. The implementation start date is defined as the initial interaction with the customer to begin the Services defined within the implementation package and must start within 90 days of the contract start date.
- b. The customer understands that the consulting hours are designed to assist the designated customer's staff with the familiarization of the Jobvite system through 1:1 sessions with their designated implementation manager.

Customer assumes responsibility for the time and effort required to learn and configure the system with the assistance of the Jobvite implementation manager.

- c. The hours allotted for the implementation will include work completed outside of the defined implementation meeting schedule including but not limited to, email correspondence between the customer and the implementation manager, unexpected issues, and schedule coordination.
- d. Project management time outside of the implementation sessions is included in the total number of hours allotted per implementation package.

3.2. Project Stages

Jobvite’s implementation methodology consists of six (6) major stages that, taken together, guide the Customer through the appropriate steps to successfully configure the Jobvite system. Jobvite’s implementation approach is to empower customer administrators to become familiar with Jobvite. Thus, Jobvite works with customers to configure their system, making sure the customer understands and can manage the Jobvite system after the implementation is completed.

The stages are summarized below:

- 1) **System Provisioning:** The Jobvite instance is created and administrative access is granted to designated Customer staff.
- 2) **Project Kickoff:** Introductions to Jobvite Professional Services and Customer Support Team are made, recruiting processes are defined. User roles and timelines for deployment of Jobvite system are determined.
- 3) **Basic Admin Configuration:** Knowledge transfer of basic administrative configuration features such as communication templates, candidate and requisition settings, company profile, and requisition and apply page custom fields.
- 4) **Advanced Admin Configuration:** Knowledge transfer of more sophisticated configuration features such as offer letter templates, feedback forms, and candidate screening forms.
- 5) **Recruiter Training:** Users with the Recruiter role are trained on activities specific to their job function
- 6) **Wrap Up:** Knowledge transfer of reporting capabilities, review of social network settings, and transition to the Jobvite Customer Support team

3.3. Implementation Meeting Schedule

The stages of the implementation are accomplished through a defined, recommended meeting cadence that covers the fundamentals of Jobvite with the customer’s designated implementation manager. The meeting schedule for the implementation package included in the Service is summarized below (Table 1).

Table 1: Implementation Meeting Schedule

Session	Meeting Duration	Meeting Name	Meeting Description
1	1.5 hours	Stages 1&2: Implementation Kickoff	<ul style="list-style-type: none"> • Kickoff with your designated implementation manager to review implementation process and timeline • Discuss recruiting goals, career site implementation, approval chain requirements, employee sync data load, scheduling integration, and candidate workflow
2	1 hour	Stage 3: Basic Admin	<ul style="list-style-type: none"> • Review the features of basic admin configurations • Discuss best practices that are generally required for a successful launch such as

			updating categories, adding job locations, and editing requisition form fields
3	1 hour	Stage 3: Basic Admin Check In	<ul style="list-style-type: none"> Discuss basic admin configurations changes made to Jobvite instance Q&A with implementation manager
4	1 hour	Stage 4: Advanced Admin	<ul style="list-style-type: none"> Review the features of advanced admin configurations Discuss requirements for interviewer feedback forms, candidate pre-screening forms, and offer letter generation
5	1 hour	Stage 4: Advanced Admin Check In	<ul style="list-style-type: none"> Discuss advanced admin configuration changes made in Jobvite instance Q&A with implementation manager
6	1 hour	Stage 4: Admin Review	<ul style="list-style-type: none"> Identify configuration adjustments Finalize all admin configurations
7	1 hour	Stage 4: UAT Support	<ul style="list-style-type: none"> Review Jobvite standard UAT documentation Edit documentation to best reflect the customer's recruitment process
8	1 hour	Stage 5: Recruiter Training Prep	<ul style="list-style-type: none"> Review suggested agenda for recruiter training Adjust agenda to include specific customer process
9	1.5 hours	Stage 5: Recruiter Training	<ul style="list-style-type: none"> Implementation manager to deliver agreed upon Recruiter Training to end users cover topics such as setting up My Account, how to add requisitions, and how to manage candidates
10	1.5 hours	Stage 5: Recruiter Training	<ul style="list-style-type: none"> Implementation manager to deliver agreed upon Recruiter Training to end users cover topics such as setting up My Account, how to add requisitions, and how to manage candidates
11	1 hour	Stage 5: Recruiter Training Follow Up	<ul style="list-style-type: none"> Implementation Manager to help address questions from Recruiter Training session Review admin configuration adjustments identified (if applicable)
12	1 hour	Stage 6: Go Live Check In	<ul style="list-style-type: none"> Implementation manager will address outstanding questions or issues in preparation for career site launch Review go live settings such as enabling job distribution and social network settings
13	1 hour	Stage 6: Reporting Design	<ul style="list-style-type: none"> Review standard and custom reporting capabilities
14	1 hour	Stage 6: Wrap Up	<ul style="list-style-type: none"> Address any outstanding questions

15	1 hour	Stage 6: Transition to Customer Support	<ul style="list-style-type: none"> • Introduction to the Jobvite Customer Support Team • Review available support channels and Jobvite Community Knowledge base
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3.4. Project Assistance Outside Fixed Meeting Schedule

Within the overall project budget of seventy (70) hours, twenty (20) hours are available for the customer to work with their implementation manager to capitalize on more sophisticated capabilities of the application. How these hours are utilized will be mutually determined by the Customer and the designated Jobvite implementation manager and may include but is not limited to assistance with any of the following:

- Requisition and Candidate custom fields
- Scheduling of Interviews in Outlook
- Reviewing Applications and moving candidates through workflow steps
- Developing applicant processes to assist with Federal and State compliance guidelines
- Offer letter template upload
- Candidate pre-screening forms
- Interviewer feedback forms
- End user knowledge transfer (i.e. additional recruiter training)
- Reporting design – Including EEO Reports

3.5. Project Resources

The Customer will be assigned a designated implementation manager who will lead Jobvite deliverables outlined in this SOW. The Customer will identify all project team members and SMEs required to deliver the project before the Project Kickoff stage. The Customer is expected to provide a project manager who will lead and ensure customer deliverables are completed on a timely basis. At least one member from the Customer’s project team must be identified to learn how to configure the Jobvite platform and assist with the Jobvite configurations throughout the implementation. Jobvite assumes the Customer’s project team will gain thorough familiarization with the Jobvite configurations during the implementation in order to maintain and support platform changes post implementation. If Customer is unavailable for scheduled meetings and trainings, the sequence of activities may be modified at Jobvite’s discretion to fit within project timeline.

3.6. Project Assumptions

This section describes the assumptions associated with this project. If any of the following assumptions prove not to be true at any time during the project, Jobvite will assess the impact and work collaboratively with the Customer to adjust the scope of this effort.

- All items in this SOW must be completed within the timeframes and project hours defined. If required, a change order (Time and Material) will be executed to extend the project.
- Jobvite will provide the following environments:

- One (1) Production
- One (1) Staging
- Only users with the Recruiter role in Jobvite will be trained and the maximum number of Recruiters cannot exceed fifteen (15).
- User acceptance testing (UAT), if conducted, will be led by the customer. Any questions that arise from UAT must be addressed within the project hours and timeframe.
- Project schedule:
 - Project start is at kickoff and assumes 12 – 14 weeks for deployment of a single phase.
 - A single-phase deployment assumes the following project schedule duration:
 - System Provisioning – *one (1) week*
 - Project Kickoff – *one (1) week*
 - Configuration – *six (3) weeks*
 - Training – *three (3) weeks*
 - Wrap Up – *up to three (3) weeks*
- Only Jobvite Products represented in this SOW will be implemented.
- Only Jobvite Services represented in this SOW will be delivered. Any services related to Jobvite Engage, specifically, are out of scope for this service and are handled via a separate Statement of Work.
- The Customer assumes responsibility for the creation of any of the following material:
 - Current-state Business process document creation
 - Custom training plans, agendas, and collateral
 - Change management definition, design, training, roll-out and adherence within the Customer organization
- Applicable for Jobvite Video:
 - Jobvite will assist with two (2) standard Welcome landing pages and two (2) standard Confirmation landing pages
 - Jobvite will assist customer with editing the content of the standard landing pages
 - Customer is responsible for hosting images for landing page content
 - Assistance with two (2) sets of Video questionnaires of up to ten (10) candidate questions
 - Configuration of Video step in candidate workflow
 - Assistance with Video custom field configuration on requisition form
- Within the overall scope of project effort, Jobvite will assist the client with up to twelve (12) hours of general knowledge transfer for the Jobvite Web API to support activities such as:
 - Providing an overview of API documentation and knowledge transfer on the use cases for the Jobvite API
 - Assistance in review of the customer API request and issue resolution
 - Assistance in test case and test data creation during unit and system testing phase.
- Integrations between Jobvite and the Customer's HRIS, assessment vendor(s), and/or background check vendor(s) are out of scope for this Statement of Work.
- The Customer is responsible for implementing the standard career site using Jobvite's iFrame or hosted solutions.
- Any recordings of training sessions must be requested and will be stored no more than 90 days.
- All work will be done remotely, in English during Jobvite business hours.

3.7. Post Implementation Support

At the completion of the Service, the Customer will be transitioned to the Jobvite Customer Support Team. The designated implementation manager will be directly available to address any additional questions regarding the customer's configurations or Jobvite account two (2) weeks after the customer has been transitioned to the Jobvite Customer Support Team.

3.8. Project Duration and Completion

This project is expected to be completed within 120 days from project kickoff and within the allotted 70 hours for the Jobvite consultant. This Statement of Work and any obligations herein will be deemed complete when the customer has processed candidate data through the Jobvite Hire Platform and any post implementation support time, if requested, has elapsed.

Customer acknowledges that placing the project on hold based solely on availability of Customer staff or other Customer business conditions for an extended period may affect project scope; project effort to complete; Jobvite resource availability; project timing and duration. Any project put on hold for more than 60 days solely due to Customer request may be closed by Jobvite. All obligations under the Statement of Work will be considered fulfilled by Jobvite. Additional services can be obtained via a subsequent order form.

4. APPENDIX A: Data Import

Jobvite will complete one Tier 3 data import which can include up to 50,000 candidate records and 500 requisitions. Jobvite will do one import in to the customer's staging instance for data validation. Once verified in staging, Jobvite will do one final import of all requisition and candidate data to production. Jobvite requires data in CSV (comma separated value) file format. Any other format is not within the scope of the Service.

The details of a Tier 3 data import are available in a data import specification document that will be provided during implementation.

4.1. Additional Data File Requirements/Assumptions

- Jobvite will import one resume and one cover letter for each candidate. Additional documents will not be supported.
- Resumes and cover letters can only be in DOC, DOCX, PDF, TXT and RTF file format.
- Jobvite cannot process PDFs in a locked, scanned, or non-text format.
- Jobvite cannot import HTML files.
- Basic information like candidate first and last name can be parsed out of the files if you don't provide a CSV file with candidate data.
- Work history and education history cannot be parsed from the documents and loaded to Jobvite.
- Jobvite requires the data import documents be provided in a zip file.
- Candidate file should contain the file names of resume and cover letter as a separate column against each candidate record along with the path to the physical files of these documents sent provided in a zip file.
- Jobvite can create up to 50 custom fields in Jobvite to load your data that cannot be mapped to a standard field in Jobvite.
- Customer must combine multiple note fields into one note field prior to any import by Jobvite. This must be in plain text.
- Jobvite does not import messages, interview evaluations, application forms, references, work and education history and interview questionnaires.

Statement of Work (SOW)

Jobvite Onboard *Gold* Implementation Package

5. Project Overview

5.1. Jobvite Platform Products to be deployed

6. Solution Scope

6.1. Solution Enhancement Development

6.2. Portal Template

6.3. Standard Onboard Forms

6.4. Custom Onboard Forms

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7. Project Approach

7.1. Project Hours

7.2. Project Stages

7.3. Implementation Meeting Schedule

7.4. Additional Available Project Hours

7.5. Project Resources

7.6. Project Assumptions

7.7. Post Implementation Support

7.8. Project Duration and Completion

5. Project Overview

5.1. Jobvite Platform Products to be deployed

Jobvite Onboard: gives new hires configurable onboarding portals, task workflows, and forms management. These tools are intended to help your organization reduce administrative costs, manage compliance, and improve time-to-productivity.

6. Solution Scope

The objective of this engagement is to provide knowledge enablement to the designated Customer contact(s) to assist them in configuring a common onboarding process and workflow for new employees at a single company within the Jobvite Onboard Platform. All forms, tasks and steps are common regardless of employee type, location, or role. Customer understands that a primary purpose of this engagement is to conduct knowledge transfer on the use of the products listed under section 1.1. As such, Customer will perform all required tasks to gain a better understanding of how to administer the platform and make all necessary modifications to the configuration as needs evolve.

6.1. Solution Enhancement Development

Jobvite provides a configurable platform that can be adapted to address unique business requirements. Jobvite assumes customer requirements and goals can be addressed through configuration of standard features and functionality; therefore, no custom code will be developed for this Service.

6.2. Portal Template

A standard portal template is generally available to Jobvite Customers. Customer will have access to up to three (3) standard portal templates once they have started the implementation.

6.3. Standard Onboard Forms

Standard Forms are described as a document that collects information from either a new hire or internal user that are readily available from Jobvite's Forms library. Customer can select up to seven (7) standard forms from the Jobvite Forms library. Jobvite will accommodate text changes only.

6.4. Custom Onboard Forms

Custom Forms are described as a document that collects information from either a new hire or internal user. Jobvite will assist with the creation of up to five (5) custom forms. Any other custom forms the Customer will be responsible for:

- Uploading the PDF text document
- Creating new data points (IE: Text field, Dropdown menu, Radio Buttons), as needed
- Creating the Form Task Template, as needed

6.5. Training

Jobvite will conduct one (1) remote, end user training session for users with the Onboarding Orchestrator role. Customer Jobvite administrators are trained during the implementation process. The training covers activities related to specific job functions.

Standard Jobvite user guides (in electronic format) will be provided and readily available throughout the implementation from the Jobvite Community which all Jobvite authenticated users will have access to for the length of the contract.

7. Project Approach

The Jobvite Project methodology helps to define and clarify key Customer objectives for the successful configuration of the Jobvite products. The key to successful delivery is a prescribed rapid implementation process staffed by an experienced Implementation Consultant working closely with the designated Customer staff.

7.1. Project Hours

Up to a maximum of thirty (30) hours of time from a designated Jobvite consultant is allotted for this project. Assumptions include:

- a. The customer understands that the consulting hours are designed to assist the designated customer's contact(s) with the familiarization of the Jobvite system through 1:1 sessions with their designated implementation manager. Customer assumes responsibility for the time and effort required to learn and configure the system with the assistance of the Jobvite implementation manager.
- b. The hours allotted for the implementation will include work completed outside of the defined implementation meeting schedule including but not limited to, email correspondence between the customer and the implementation manager, unexpected issues, and schedule coordination.
- c. Project management time outside of the implementation sessions is included in the total number of hours allotted per implementation package.

7.2. Project Stages

Jobvite's implementation methodology consists of five (5) major stages that, taken together, guide the Customer through the appropriate steps to successfully configure the Jobvite system. Jobvite's implementation approach is to empower customer administrators to become familiar with Jobvite. Thus, Jobvite works with customers to configure their system, making sure the customer understands and can manage the Jobvite system after the implementation is completed.

The stages are summarized below:

- 1) **System Provisioning:** The Jobvite instance is created and administrative access is granted to designated Customer staff.
- 2) **Project Kickoff:** Introductions to Jobvite Professional Services and Customer Support Team are made, recruiting processes are defined. User roles and timelines for deployment of Jobvite system are determined.
- 3) **Admin Knowledge Transfer:** Knowledge transfer of basic administrative configuration features such as communication templates, Task Templates, Task Template Groups, Onboarding Process Templates, New Hire Portals, and Form Builder tool.
- 4) **Onboarding Orchestrator Training:** Users with the Onboarding Orchestrator role are trained on activities specific to their job function.
- 5) **Wrap Up:** Knowledge transfer of standard reporting capabilities and transition to Jobvite Customer Support Team.

7.3. Implementation Meeting Schedule

The stages of the implementation are accomplished through a defined, recommended meeting cadence that covers the fundamentals of Jobvite with the customer’s designated implementation manager. The meeting schedule for the implementation package included in the Service is summarized below (see Table 1).

Table 1: Implementation Meeting Schedule

Session	Meeting Duration	Meeting Name	Meeting Description
1	1 hour	Stages 1&2: Implementation Kickoff	<ul style="list-style-type: none"> Kickoff with your designated implementation manager to review implementation process and timeline Discuss onboarding goals, onboarding processes, new hire portal implementation, and employee sync data updates
2	1 hour	Stage 3: Admin Review	<ul style="list-style-type: none"> Review admin configurations and communication templates. Discuss best practices that are generally required for a successful launch such as forms, tasks, and process timing.
3	1 hour	Stage 3: Admin Check In	<ul style="list-style-type: none"> Q&A regarding Admin configurations
4	1 hour	Stage 3: Form Builder Review	<ul style="list-style-type: none"> Discuss configurations and best practices using the form builder tool. Q&A with implementation manager
5	1 hour	Stage 3: Form Builder Check In	<ul style="list-style-type: none"> Q&A regarding the form builder tool configurations Review custom forms
6	1 hour	Stage 3: Check In	<ul style="list-style-type: none"> Discuss admin configuration changes made in Jobvite instance Q&A with implementation manager
7	1 hour	Stage 3: Check In	<ul style="list-style-type: none"> Discuss admin configuration changes made in Jobvite instance Q&A with implementation manager
8	1 hour	Stage 4: Onboarding Orchestrator Training	<ul style="list-style-type: none"> Implementation manager to deliver Onboarding Orchestrator Training to end users covering topics such launching

			event, Orchestrator Dashboard, in process event modifications.
9	1 hour	Stage 4: Post Orchestrator Training Check In	<ul style="list-style-type: none"> Review configuration modifications and pending action items Q&A with implementation manager
10	1 hour	Stage 5: Go Live Check In	<ul style="list-style-type: none"> Implementation manager to address outstanding questions or issues in preparation for transition to Jobvite Customer Support.
11	1 hour	Stage 5: Wrap Up/ Transition to Customer Support	<ul style="list-style-type: none"> Review standard reporting capabilities Address any outstanding questions Introduction to the Jobvite Customer Support Team and Jobvite Community Knowledge base

7.4. Additional Available Project Hours

Within the overall project budget of thirty (30) hours, ten (10) of the 30 total hours are available for the customer to work with their implementation manager to capitalize on more sophisticated capabilities of the application. How these hours are utilized will be mutually determined by the Customer and the designated Jobvite implementation manager and may include assistance with:

- Task updates
- Custom Form updates
- New Hire Portal updates
- Additional end user knowledge transfer (i.e. additional Onboarding Orchestrator training)

Unused hours cannot be saved and are not eligible for reimbursement.

7.5. Project Resources

The Customer will be assigned a designated implementation manager who will lead Jobvite deliverables outlined in this SOW. The Customer will identify all project team members and SMEs required to deliver the project before the Project Kickoff stage. The Customer is expected to provide a project manager who will lead and ensure customer deliverables are completed on a timely basis. At least one member from the Customer’s project team must be identified to learn how to configure the Jobvite platform and assist with the Jobvite configurations throughout the implementation. Jobvite assumes the Customer’s project team will gain thorough familiarization with the Jobvite configurations during the implementation in order to maintain and support platform changes post implementation. If Customer is unavailable for scheduled meetings and trainings, the sequence of activities may be modified at Jobvite’s discretion to fit within project timeline.

7.6. Project Assumptions

This section describes the assumptions associated with this project. If any of the following assumptions prove not to be true at any time during the project, Jobvite will assess the impact and work collaboratively with the Customer to adjust the scope of this effort.

- Customer recognizes that a primary purpose of the engagement is to enable knowledge transfer of the application to enable future modifications and additions by the Customer.
- All project work will be done remotely in English. All training sessions and knowledge transfer sessions will be done remotely via Web-Ex.
- All items in this SOW must be completed within the timeframes and project hours defined. If required, a change order (Time and Material) will be executed to extend the project.
- Jobvite will provide the following environments:
 - One (1) Production
 - One (1) Staging
- Only users with the Onboarding Orchestrator role in Jobvite will be trained and the maximum number of Onboarding Orchestrators cannot exceed five (5).
- User acceptance testing (UAT), if conducted, will be lead by the customer. Any questions that arise from UAT must be addressed within the project hours and timeframe.
- Project schedule:
 - Project start is at kickoff and assumes 7 – 10 weeks for deployment of a single phase.
 - A single phase deployment assumes the following project schedule duration:
 - System Provisioning – *one (1) week*
 - Project Kickoff – *one (1) week*
 - Configuration – *four (4) weeks*
 - Training – *one (1) week*
 - Wrap Up – *two (2) weeks*
- Only Jobvite Products represented in this SOW will be implemented.
- Only Jobvite Services represented in this SOW will be delivered.
- The Customer assumes responsibility for the creation of any of the following material:
 - Current-state Business process document creation
 - Custom training plans, agendas, and collateral
 - Change management definition, design, training, roll-out and adherence within the Customer organization
- Integrations between Jobvite and the Customer's HRIS, assessment vendor(s), and/or background check vendor(s) are out of scope for this Service.
- Jobvite will implement up to three (3) New Hire Portals. The Customer is responsible for creating and configuring any additional portals.
- Text changes can be made to any existing Standard forms from the pre-existing documents in the Jobvite library.
 - Customer will be responsible for creating new data points (IE: Text field, Dropdown menu, Radio Buttons), if needed.
- Customer will provide custom forms in PDF format for form creation and/or if documents require further review by designated implementation manager.

7.7. Post Implementation Support

At the completion of the Service, the Customer will be transitioned to the Jobvite Customer Support Team. The customer will have unlimited access to the Jobvite Community which includes knowledge transfer videos and documents. The designated implementation manager will be directly available to address any additional questions regarding the customer's configurations or Jobvite account one (1) week after the customer has been transitioned to the Jobvite Customer Support Team.

7.8. Project Duration and Completion

Jobvite assumes the project timeline will be completed within 90 days following kickoff. This Statement of Work and any obligations herein will be deemed complete 2 weeks after System Go Live – defined as when a new hire of the customer is processed through the Jobvite Onboard platform.

Customer acknowledges that placing the project on hold based solely on availability of Customer staff or other Customer business conditions for an extended period of time may affect project scope; project effort to complete; Jobvite resource availability; project timing and duration. Any project put on hold for more than 60 days solely due to Customer request may be closed by Jobvite. All obligations under the Statement of Work will be considered fulfilled by Jobvite. Additional services can be obtained via a subsequent order form.

Statement of Work (SOW)

Engage Boost - *Silver* Services

1. Project Overview

1.1. Jobvite products deployed

2. Solution scope

2.1. Deliverables

3. Project approach

3.1. Project assumptions:

3.2. Optional services:

3.3 Project duration and completion

4. APPENDIX A: Onsite Kickoff Sample Agenda (Separate option)

1. Project Overview

1.1. Jobvite Products Deployed

Jobvite Refer: provides your employees with a tool for sharing job openings on their social networks. Reach more passive candidates, promote your company's employment brand, track success, and spot top referring employees.

Jobvite Engage: helps you cultivate an ongoing source of qualified prospects. Search online social networks and resume databases to line up talent with the skills you need, even when candidates are not actively searching for a job. Our web, email and social campaigns allow you to attract, nurture and hire talent.

2. Solution Scope

The objective of this engagement is to provide knowledge enablement to the designated client contact(s) in understanding how to utilize the Jobvite Engage and Refer products to reach and cultivate candidates. Jobvite will work with the client through a series of structured meetings and trainings to increase the customers' knowledge for the products and share best practices in furthering product adoption and usage by Customer. In addition, Jobvite will provide a single web / email campaign bundle based upon Customer supplied creative. This template can then be modified by Customer for future campaigns. To better provide for optimal results, the services outlined in this SOW are designed to support a single recruiting team. This package is designed for a single recruiting team of up to 10 members for optimal results.

2.1. Deliverables

In addition to generalized knowledge transfer on the use of Engage and sharing of best practices, the following are the list of project deliverables:

1. Jobvite Engage and Jobvite Refer provisioned for account access
2. Single basic web / email campaign (1 revision)
 - a. Customer will choose from three templates
3. Uploaded Customer's recruiter contacts into Pipeline (up to 4,000)
4. Trainings and Knowledge Transfer sessions (up to 1 hour each, delivered remotely via Webex) as outlined in Table 1: Project Meeting Schedule
 - a. Engage Administrator
 - b. Social Boost
 - c. Engage Basic Training for recruiters
 - d. Building Web and Email campaigns
 - e. Advanced Training
5. Scrape process (if ordered by client per the Jobvite Order form)

3. Project Approach

The project approach includes: discovery, initial configuration, training, campaign strategy and development, and review.

The following graphic illustrates the multiple goals of the project, accomplished through the Project Meeting Schedule (Table 1):

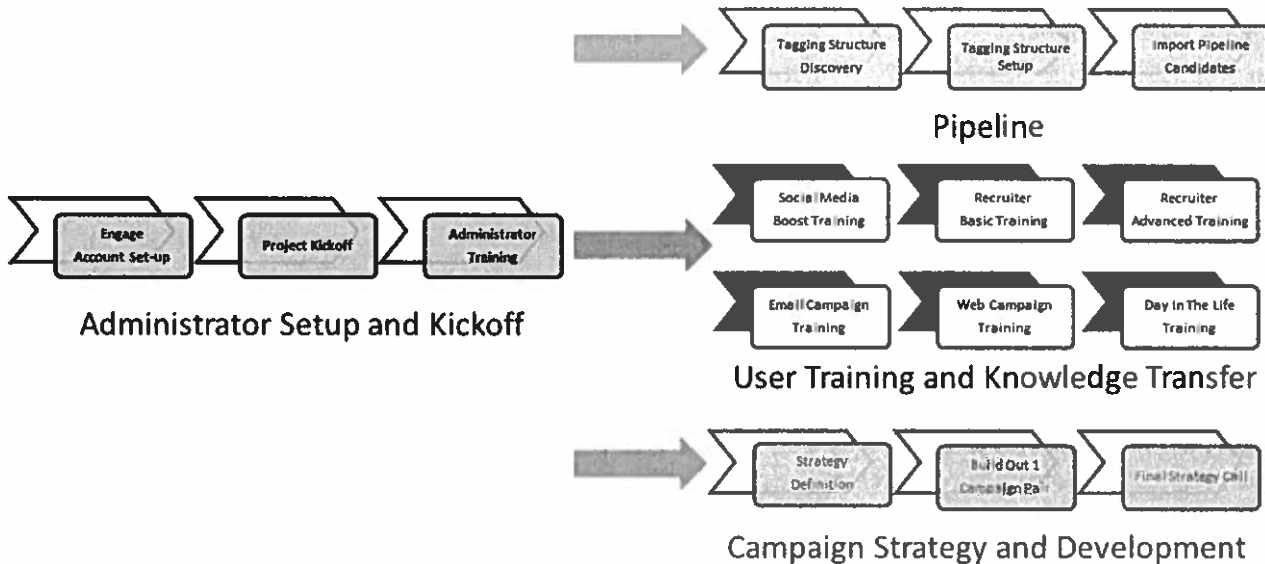


Table 1: Project Meeting Schedule

Activity Sequence	Timeline	Client Responsibility
System Provisioning: Jobvite Engage and Refer provisioned for customer access by the Jobvite team	Week one	
Project Kickoff: 1 hour call to determine a launch/post-launch Engage strategy that aligns with key objectives; initial campaign layout templates provided by client	Week one	<ul style="list-style-type: none"> • Provide branding and creative for templates (i.e. logo, videos, etc) for the web / email campaign
Admin Training: Up to 1-hour remote training via Webex with Admin covering: My Account /Admin /Settings /Contact Imports; Engage Learning Path shared for self-learning	Week one	<ul style="list-style-type: none"> • Use time to edit and/or add Contact Status and Source
Social Media Boost Training: Up to 1-hour remote training via Webex on Jobvite Refer focused on Publisher and Sending Jobvites; will begin data mining LinkedIn 1 st degree connections	Week two	<ul style="list-style-type: none"> • Set up Jobvite Engage with each users Social Media accounts • Client will supply a .csv file for LinkedIn contacts

Finalize Tagging Structure Call: Meeting to finalize tagging structure presented during kickoff call.	Week two	<ul style="list-style-type: none"> Finalize any changes to tagging structure by week 2
Create a Single Basic Email/Web campaign: Customer will choose from 3 templates; Jobvite will customize the template selected with images, brand and copy for the customer. Maximum 1 client revision.	Week two	<ul style="list-style-type: none"> Provide all campaign revision input in a single meeting
Import Talent Pipeline Candidates: Jobvite will import up to 4,000 candidates in a .csv spreadsheet into Pipeline	Week two	<ul style="list-style-type: none"> Data must be provided in an CSV and/or Excel format Data must also be provided within 1 week of Social Media Boost
Recruiter Basic Training: Up to 1-hour remote training via Webex for up to 10 people. Training covers Pipeline and Tagging	Week three	
Recruiter Advanced Training: Q&A discussion on Engage.	Week four	<ul style="list-style-type: none"> Customer to supply list of questions and requested topics
Email Campaign Training: Up to 1-hour remote training via Webex. Jobvite will cover how to build / modify campaigns from the existing template. Maximum of 10 people	Week five	
Web Campaign Training: 1-hour remote training via Webex. Jobvite will cover how to build / modify campaigns from the existing template. Maximum of 10 people.	Week six	
Day in the Life Training Up to 1 hour call on Pipeline and Campaigns (topics determined by client). Maximum of 10 people.	Week seven	<ul style="list-style-type: none"> Customer to supply list of questions and requested topics
Final Jobvite Strategy Call: Final call to cover any remaining items and review results	Week eight	<ul style="list-style-type: none"> Customer to supply any final questions or discussion topics prior to meeting

3.1. Project Assumptions:

- Inclusive of the scheduled project activities, Jobvite and the client will meet bi-weekly by phone to monitor project progress, answer questions, and review results.
- If client is unavailable for scheduled meetings and trainings, the sequence of activities may be modified at Jobvite discretion to fit within project timeline.
- Client will assign a Jobvite administrator who will also have an Engage seat. This person will be the designated internal expert for the Jobvite Engage & Refer products and will be present at all trainings and meetings. This person will be a member of the customer's Corporate Talent Acquisition team.
- All work will be done remotely unless otherwise agreed to by both parties. Travel expenses are additional and will be billed as incurred. All work is to be conducted in English.

- Trainings are to be limited to a maximum of 10 people to maintain effectiveness for answering questions and covering the material in the time allotted. All attendees will have valid licenses to the Jobvite products as described in the MSA and associated Order forms.
- Any recordings of training sessions must be requested and will be stored no more than 90 days.
- The customer must request meeting cancellations no less than 24 hours of scheduled meeting time and may result in overall schedule delay. Customer will be advised within one business week when implementation can resume. Customer recognizes that any “pause” to the project timeline initiated by customer may result in Jobvite resources being reassigned to other engagements. Cancellations to scheduled on-site visits may result in incurred travel expenses.
- Customer will be allowed a maximum of one (1) revision per web/email campaign bundle. Additional changes can be requested at a cost of \$250/hr.
- Customer will provide internal tagging structure suggestions to Jobvite within two weeks following kickoff call.
- During Engage Services Boost Implementation if requested by customer Jobvite will perform a one-time import of <4,000 candidates into Engage using an EXCEL (.xls) format. Talent pool data mining and import work will be limited to up to 4 hours of effort from Jobvite. Data must be provided in an CSV and/or Excel format. Data must also be provided within 1 week of Social Media Boost training.

3.2. Optional Services:

The following items are not within scope of this Statement of Work unless listed within the Jobvite Order Form for Customer:

- **Job Scrape:** Scrape process is mandatory for customers without Jobvite Hire. Jobvite will configure a job requisition scrape to bring over open requisitions from the customer’s ATS into Jobvite Engage. No other integrations are within scope of this service. Any custom integration requests will be defined and quoted separately.
- For a requested onsite, the Jobvite project team will come onsite during the kickoff and talent acquisition strategy phase. For a U.S. / Canada location travel & onsite is estimated to be for approximately 2 days for a single Jobvite resource. Price is as specified in the Jobvite Order form, travel expenses are additional. Signed order form must be received prior to scheduling the onsite and booking travel arrangements. A sample onsite agenda is shown in Appendix A

3.3. Project Duration and Completion

Jobvite assumes this Engage Services Boost project is targeted to be completed within 60 days and will not exceed 90 days from project kickoff. This Statement of Work and all obligations herein will be deemed complete upon the conclusion of the final strategy call and not later than two weeks after final Engage training session (“Day in the Life”).

4. APPENDIX A: Onsite Kickoff Sample Agenda (additional option)

Onsite Kickoff must be listed in the Order Form and is an incremental cost to this package

Jobvite Engage Boost Services Onsite Agenda	
Jobvite/Customer Introductions	9:00-9:30 AM
Engage Services Kickoff	9:30 - 11:00 AM
Engage Admin Training	11:00 - Noon
Working Lunch - Join Us App	Noon - 1 PM
Social Media Boost Training	1 - 2:30 PM
Social Media Boost Exercises	2:30 - 3:30 PM
Engage Services Q&A	3:30 - 4:00 PM
Engage Services Recap	4:00 - 4:30 PM

Statement of Work (SOW)
Custom CSV Flat File Integration
Implementation Package

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8. Project Overview

8.1. Jobvite Platform Products to be deployed

9. Solution Scope

9.1. Solution Architecture

9.2. Import into Jobvite

9.3. Export from Jobvite

10. Project Approach

10.1. Implementation Meeting Schedule

10.2. Assumptions

10.3. Customer Obligations

10.4. Project Duration and Completion

11. Project Pricing

12. APPENDIX A: Integration Touchpoints

8. Project Overview – Integration with JD Edwards

This Custom CSV Flat File Integration Statement of Work (SOW) is designed to enable integrations between Jobvite and Customer HRIS. Customer can leverage these custom integrations to reduce manual data entry between systems.

Customer will be assigned with an experienced integration consultant who will assist in data map review, configuration, testing, and deployment of the integrations purchased.

Key Notes:

- Refer to the Jobvite Order Form for the Custom CSV Flat File Integration Touchpoint(s) purchased. Integration Touchpoints not listed on the Jobvite Order Form are beyond scope of this SOW.
- Appendix A lists the Integration Touchpoints available as described in this SOW.

9. Solution Scope

9.1. Solution Architecture

All Custom CSV Flat File Integrations have the following underlying architecture:

- File Format : CSV
- Transfer Protocol : SFTP
- Encryption : PGP

Jobvite Hosts the following

- Import/Export process to generate/consume CSV Flat Files
- PGP to secure files
- SFTP Client to upload/download CSV files from Jobvite SFTP dropbox

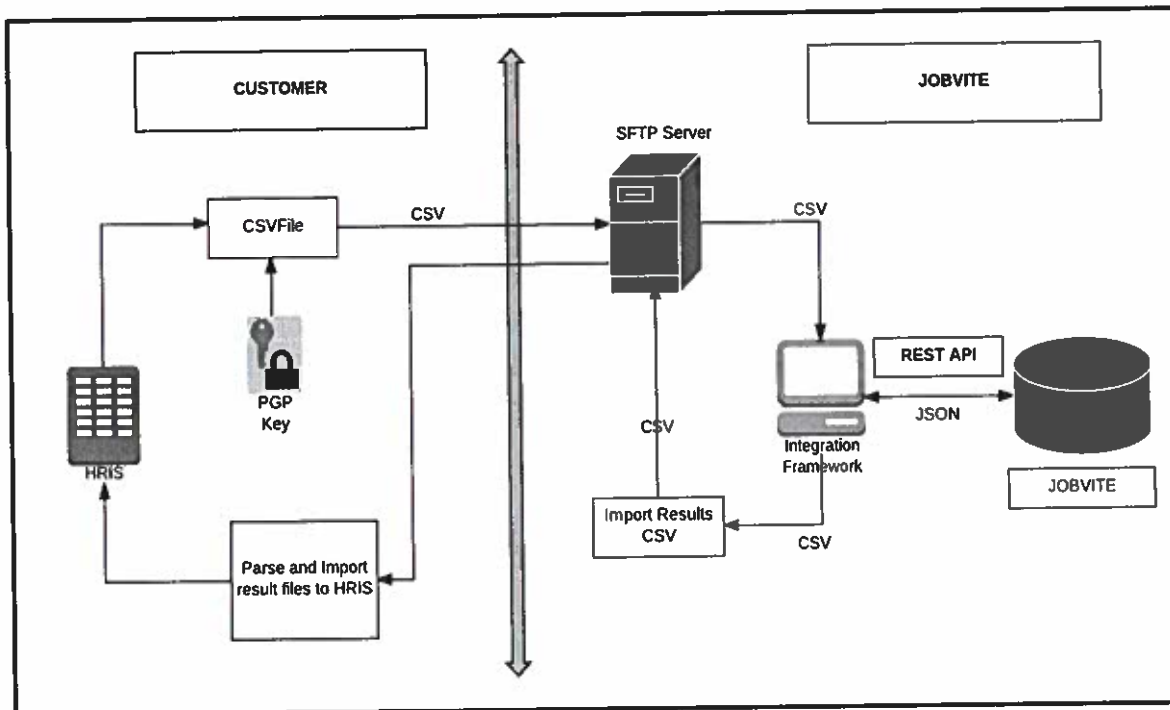
Customer Hosts the following

- Export/Import process to generate/parse CSV files
- PGP to secure files
- SFTP client to upload/download CSV files from Jobvite SFTP dropbox

- Parse and import New Hires into HRIS using appropriate Integration layer provided by HRIS

NOTE : Please refer to the architecture diagrams below for Import & Export.

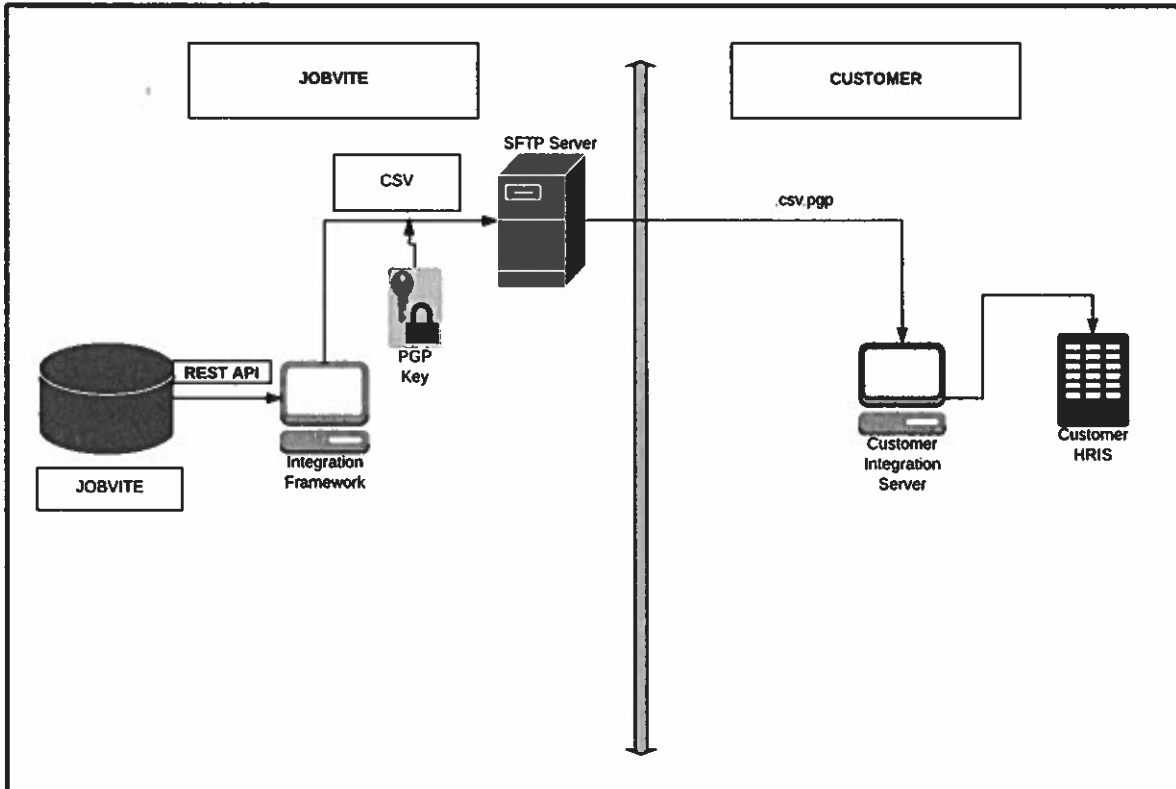
9.2. Import into Jobvite



The following lists the Roles and Responsibilities of the Customer and Jobvite during the import integration setup:

#	Activity	Owner
1	Generate CSV report/export files for Jobvite	Customer
2	Encrypt and place files in Jobvite SFTP location	Customer
3	Integration jobs pick files from Jobvite SFTP location	Jobvite
4	Decrypt and Transform files to JSON	Jobvite
5	Post JSON to Jobvite API	Jobvite
6	Process results and form a single CSV result file	Jobvite
7	Drop CSV result file in Jobvite SFTP location	Jobvite
8	Pick CSV result file and process/update HRIS records with status	Customer

9.3. Export from Jobvite



The following lists the Roles and Responsibilities of the Customer and Jobvite during the integration setup

#	Activity	Owner
1	Generate newhire csv export file	Jobvite
2	Encrypt and place pgp file in Jobvite SFTP location	Jobvite
3	Pick up the file from Jobvite SFTP location and Decrypt	Customer
4	Process New hire records into HRIS system	Customer

The list of available Integration touchpoints can be found in **Appendix A**.

10. Project Approach

This Statement of Work is a fixed fee engagement and the project approach for all Integration Touchpoints is identical.

- The Custom Flat File Integration process will not be initiated until the Jobvite Hire implementation is at least 50% complete, per the Jobvite Hire project plan so that most of the field configurations required for integration process are ready.

- At project kickoff, Customer receives Custom Data Maps for the integration touchpoints with instructions. Customer needs to complete the data mapping template within 2 weeks of project kickoff.
- Jobvite consultant will configure the integration based on the data map completed. Jobvite resource will conduct weekly calls as necessary to assist with mapping and testing. If multiple integration touchpoints are purchased the calls will be combined.
- The table below describes the steps included in Custom CSV Flat File Integration package :The Jobvite Project methodology helps to define and clarify key Customer objectives for the successful configuration of the Jobvite products.

10.1. Implementation Meeting Schedule

The implementation is accomplished through a defined meeting cadence that covers the fundamentals of Jobvite with the customer’s designated implementation manager. The meeting schedule for the implementation package included in the Service is summarized below (Table 1).

Table 1: Implementation Meeting Schedule

Meeting Duration	Meeting Name	Meeting Frequency	Meeting Description
30 min	Integration Kickoff	Once	Kickoff call with your team to walk thru the integration approach, quick overview of one data map.
60 min	Integration Data Map Review and Q&A	Once	An integration consultant will review the completed Data Maps and answer questions related to integration
60 min	Testing Review	Weekly	An integration consultant will review the test cases and results to recommend the changes to be made in the interface files
30 min	Wrap Up	Once	Your integration consultant will address any remaining questions and close out the integration project.

10.2. Assumptions

1. Jobvite and Customer will agree to designate a project manager on each side who will work together to coordinate and facilitate the resources on respective sides for an efficient delivery of services.
2. Jobvite resources will be available during standard business hours in their respective time zone to assist the Customer, unless otherwise agreed for exception by the project managers on both sides. Calls will be scheduled at a mutually agreed time by Jobvite and Customer.
3. All project work will be done remotely in English. All training sessions and knowledge transfer sessions will be done remotely via Web-Ex.
4. Jobvite has no responsibility in setting up or configuring customer’s internal HRIS environment.
5. Jobvite assumes that the Customer has proper resources who has extensive knowledge of their HRIS systems.

6. Jobvite assumes that customer will be solely responsible for internal processes to extract and transform data to be sent to Jobvite.
7. Jobvite will work with Vendors on Background & Assessment integrations but it must be coordinated and driven by the Customer
8. Integration Services will be performed based on the existing product features and tools available.

10.3. Customer Obligations

1. Secure HRIS IT resources to build CSV exports from HRIS system to send to Jobvite.
2. Secure HRIS IT resources to develop processes to consume NewHire CSV files into HRIS system.
3. Provide test environment for testing the Jobvite integration scripts.
4. Define test scenarios and provide data for testing Jobvite Integration Scripts.
5. Secure resources to create and/or enter data in HRIS as necessary for the Integrations.
6. Validate Jobvite environment on Jobvite imports.
7. Validate HRIS system for outbound from Jobvite.
8. Secure Network/Infrastructure resources to setup connectivity with Jobvite SFTP Server.

10.4. Project Duration and Completion

This project is expected to be completed within 90 days from integration project kickoff. This Statement of Work and any obligations herein will be deemed complete after 5 business days after the deployment of the Integration Touchpoint in the Jobvite Integration Platform.

11. Project Pricing

Refer to the Jobvite Order Form for the pricing of services. Changes to scope specified herein and/or delays by the Customer will likely cause changes to the project scope and thus to the timetable and the fees payable to Jobvite hereunder

12. APPENDIX A: Integration Touchpoints

The following table lists available integration touchpoints. The Jobvite Order Form specifies which Integration Touchpoints are included within this SOW (Statement of Work). Any Integration Touchpoint not listed in the Jobvite Order Form is beyond scope covered by the SOW.

Integration	Description
New Hire Export	Hired Candidates from Jobvite to HRIS (New Hire/Rehire/Internal Transfer)
Onboarding Export	Hired + Export with SSN & DOB (NewHire + Onboarding Data)
Requisition Export	Requisitions/Jobs exported from Jobvite into HRIS
Employee Import	Employees from HRIS into Jobvite
Requisitions Import	Requisitions/Jobs from HRIS to Jobvite
Location Import	Locations from HRIS to Jobvite

Department Import	Department from HRIS to Jobvite
Category Import	Category from HRIS to Jobvite
Custom Field Values	Custom Field Setup to Jobvite

Appendix – Accessibility

- a. *Jobvite Products support career sites at WCAG “Level A” standard, with many elements of AA supported as well. If Jobvite receives feedback from UTA that there are issues associated with the Project that are causing legal compliance issues with respect to UTA’s career, Jobvite will investigate per the defect provisions of the Service Level Agreement and respond accordingly.*
- b. *Customers are advised that a large portion of WCAG compliance is around the design of a page—text vs background contrast, alt text on images, etc.—that is dependent on the guidance that customers give Jobvite. Consequently, compliance needs to be a partnership between the customer and Jobvite. Consistent with such expectation, Jobvite will cooperate with UTA in good faith to address claims that the career site is not accessible.*

Appendix – Single Sign On

Single Sign On (SSO):

- c. Jobvite will coordinate the implementation of Single Sign On with UTA using SAML 2.0 standards. Jobvite will have MFA (Multi-factor Authentication) and SSO integrated with SAML. Once SSO is implemented, Jobvite will only use UTA authentication and will not use a separate password database for Jobvite UTA users or administrators.

Jobvite Terms and Conditions

1. **Order Forms.** These Terms and Conditions control the use of certain Jobvite, Inc. (“Jobvite”) products and services (“Products”) by the Customer shown on the Order Form executed by Jobvite and Customer and attached hereto. The agreement between the parties shall consist of the Order Form, these Terms & Conditions, and any Attachments referenced in the Order Form (collectively, the “Agreement”). Capitalized terms not otherwise defined in these Terms & Conditions shall have the meaning given to them in the Order Form and the Attachments.

2. **Products and Services.**

(a) **License.** Subject to the terms and conditions of the Agreement, including payment of all fees shown on the Order Form (“Fees”), Jobvite grants to Customer for the Term a non-exclusive, royalty-free, non-transferable (except as permitted herein), non-sublicensable right to access and use the Products during the Term in accordance with the restrictions set forth in the Agreement. Customer shall use the Products solely for Customer’s internal business purposes, and shall not rent, lease, license, sell, or offer for sale the Products, for timesharing or as a service bureau, or otherwise for the benefit of a third party.

(b) **Restrictions.** Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Products (except as may be permitted by applicable law); (ii) copy, distribute, link, frame, mirror or otherwise make available any portion of the Products to any third party except as needed for their proper functioning; (iii) remove or alter any logos, trademarks, links, copyright or other notices, legends or markings from the Products or any related documentation (which shall include the POWERED BY JOBVITE logo and link on any Customer pages that contain data from, or access, the Products); (iv) attempt to bypass or tamper with the security, operation of the Products or any of the systems on which the Products are accessed; (v) attempt to access the accounts or data of any other customer.

(c) **Professional Services.** If Professional Services are specified on an Order Form then Jobvite shall use diligent efforts to complete such Professional Services in accordance with any specifications agreed upon by both parties or (in the case of activation, implementation or other standardized services) the specifications Jobvite provides to Customer, in either case as shown in a Statement of Work that accompanies or is subsequently appended to the relevant Order Form for such Professional Services. Customer acknowledges that Jobvite does not commit to a particular schedule for completion of Professional Services as they rely on input and assistance from Customer and other factors not in Customer's control. Customer further acknowledges that the fees for Products are due pursuant to the relevant Order Form on which the Products are purchased, and payable whether or not Professional Services are completed. Professional Services must be used within twelve (12) months from the date of the applicable Order Form. Any Professional Services not used within this period will be automatically forfeited, with no further action required of either party, and Customer will not be entitled to a refund or credit toward additional or other services, for any unused portion of the fees paid for such forfeited Professional Services. If Jobvite and Customer agree to any travel, Jobvite will bill for actual travel and expenses separately. Travel and expense will be calculated according to Jobvite's travel policy.

(d) **Support.** Jobvite will make the Products and Professional Services available at all times except during periods of scheduled maintenance. Jobvite will provide support for the Products and Professional Services as set forth in the Support and Service Level Agreement attached to the Agreement. During the Term, Jobvite, will ensure that the Products operate in accordance with the service levels set forth in the Support and Service Level Agreement. If the Products fail to operate in accordance with such service levels, Customer shall be entitled to the service credits by following the procedures set forth in the Support and Service Level Agreement.

3. **Data Security and Use of Information.**

(a) **Security Measures.** Jobvite will maintain industry standard security measures for the protection of Customer's account against accidental or unauthorized access or use. Jobvite shall take all reasonable steps to prevent or correct any unauthorized access or intrusion into Customer's account. Customer is responsible for notifying Jobvite of any such unauthorized access to its account. Jobvite's obligations as to the security of Customer's account shall be limited to the extent Customer fails to notify Jobvite upon becoming aware of such unauthorized access, or through Customer's failure to select secure passwords, change passwords frequently, or maintain the confidentiality of those passwords. Jobvite's liability for a failure of its security measures shall be to correct the circumstances that lead to the failure or unauthorized access, prevent further intrusions, and use its best efforts to recover any information copied or removed from Customer's account.

(b) **Use of Information.** Jobvite shall use any information that Customer provides through the Products or stores in Customer's account ("Customer Information") only for the following purposes: (i) to fulfill the requirements of this Agreement and operation of the Products, (ii) for statistical purposes that do not disclose or identify personal information or Customer in any manner, or (iii) to improve and enhance the Products and features that Jobvite offers. Jobvite shall not provide any Customer Information to any third party except to fulfill its obligations under this Agreement or as otherwise permitted by this Agreement. Jobvite may use various web hosts and related service providers in connection with offering and operating the Products ("Hosting Services") and will ensure that all Hosting Services comply with the restrictions on security and use of information and confidentiality contained in this Agreement and shall be responsible for any breach by those Hosting Services.

(c) **Privacy.** At all times during the Term and in its use of Customer Information, Jobvite (i) will comply with all applicable United States laws and regulations pertaining to privacy and data protection; (ii) will provide a level of security and privacy protection that meets the standards of the European Union Directive on Privacy; and (iii) will maintain certification and comply with the EU-US Privacy Shield Framework. Customer acknowledges that Jobvite will transfer and process all Customer Information to its (and its Hosting Services') servers located in the United States. Customer: (i) grants Jobvite and its Hosting Services the right to transfer, process and use Customer Information for the purposes specified in Section 3(b) above, (ii) will secure and maintain all consents necessary for these purposes; and (iii) will comply with any applicable privacy and data protection laws that apply if Customer is located in a jurisdiction outside the United States, or will provide the personal information of individuals domiciled outside the United States.

(d) **Third Party Products.** From time to time, Jobvite makes available through the Products links to third party activities, websites or services; Customer may elect to have those links active or inactive. If Customer chooses to allow its Users to access third party activities, websites or services through the Products, such access will be governed by the privacy and information policies applicable to such third-party activities, websites or services.

4. **Confidentiality.** With respect to Jobvite, the term "Confidential Information" shall mean all trade secret (as defined in the Uniform Trade Secrets Act) information furnished by Jobvite pursuant to the Agreement. With respect to Customer, the term "Confidential Information" shall mean all Customer Information provided by Customer or customer applicants and used and/or stored on the Products. For avoidance of doubt, the parties

acknowledge that these terms and conditions and any pricing information associated with the Products shall not be considered Confidential Information. All Confidential Information that a party to this Agreement (“Discloser”) provides to the other party (“Recipient”) shall be deemed the property of the Discloser and each party shall retain all rights and ownership of its Confidential Information to the extent such ownership is not contrary to applicable laws or regulations. To the full extent permitted by the Utah Government Records Access Management Act, each party agrees that it: (i) shall only use Discloser’s Confidential Information for the purposes permitted in this Agreement; and (ii) shall not disclose Confidential Information to any third party and shall cease all such use upon termination of the Agreement. Each party acknowledges that the other party collects resumes and other information about individuals through multiple sources and entities, that such information may duplicate information provided by one party to the other hereunder, and that a party is not obligated to treat such duplicate information as Confidential Information for purposes of this Agreement. Further, each party acknowledges that it will not be a violation of this Agreement for a party to disclose, delete or amend personal information submitted by individuals and Confidential Information generally to comply with applicable employment, privacy, information handling laws and open records laws.

5. Fees, Payment Terms and Billing. Customer will pay Jobvite the Fees as set forth on the Order Form. Fees are invoiced in advance in accordance with the schedule on the Order Form. Fees will be invoiced in accordance with the schedule on the applicable Order Form. Jobvite shall issue the first invoice on or after the Effective Date of this Agreement, and Customer shall pay all Fees within thirty (30) days of receipt of Jobvite’s invoice. Customer shall be responsible for and pay all sales, use, value added or other taxes, except for taxes based on Jobvite’s income, which amounts are understood to be in addition to the Fees. Unless otherwise set forth on an Order Form: (i) all Fees are payable in United States dollars and are non-cancelable and non-refundable (except in the event of termination for Jobvite’s material breach in accordance with Section 6(c) below); and (ii) all fees for Professional Services are payable in United States dollars either in accordance with the payment schedule set forth in the relevant Order Form, or Statement of Work. Unpaid amounts payments may be assessed a late fee of 1.5% per month, or the maximum rate permitted by law, whichever is less. Jobvite may suspend access to Products, if Customer fails to make any payments when due; Customer will continue to be responsible for all Fees for the entire Term during such suspension. Fees are subject to re-valuation and re-assessment based on volume of usage: for Products where fees are based on the total number of Customer employees, if the number of Customer employees increases by more than ten percent (10%) due to an extraordinary event such as an acquisition; for Products where fees are based on the number of recruiter seats, the number of seats shown in each Order Form and any new seats added during the applicable Term. Unless stated otherwise in the Order Form, Fees are fixed for the Initial Term, and will renew at the then-current list prices unless the parties negotiate different renewal prices.

6. Term and Termination.

(a) Term; Renewal. This Agreement will commence on the Effective Date and continue for as long as an Order Form has an active Term, or unless otherwise terminated as set forth herein. Renewal Terms of twelve (12) months will start upon the end of the previous Term (Initial or Renewal as applicable) until either party gives written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Term, or the Agreement is terminated as set forth herein

(b) Termination for Cause; Suspension of Products. Either party may terminate this Agreement for a material breach that is not cured within thirty (30) days of notice of such breach. Jobvite may also elect to suspend access to the Products or terminate this Agreement without notice if (i) Customer fails to comply with Section 2 of this Agreement, or (ii) Customer’s activities interfere with the proper operation of the Products or could adversely affect Jobvite’s systems, or (iii) Customer offers a similar or competing service, or (iv) Customer fails to pay Fees when due after given notice of breach. Jobvite will endeavor to give notice of such activities prior to suspension, provided, however, that if the activities threaten immediate harm to Jobvite’s systems, other customers or data or security integrity Jobvite may take such steps as it deems necessary to protect those interests. Access to the Products will be restored as soon as the activity ceases.

) Events on Termination. Upon termination of this Agreement for any reason: (i) each party will promptly cease all use and return or destroy the other’s Confidential Information, (ii) Customer will cease use of the Products. Customer acknowledges that fees for Products for fixed terms of use were discounted based on Customer paying the full amounts for the Term, and therefore upon termination of this Agreement due to Customer’s breach Customer shall pay in full all unpaid Fees for Products and Professional Services for the remainder of the Term. Upon termination of this Agreement due to Jobvite’s breach, or by Jobvite pursuant to Section 9, Jobvite will refund *pro rata* any prepaid, unused fees for Products. As long as Customer has paid all fees owed at termination, at Customer’s request within thirty (30) days of termination Jobvite will make available a copy of the Customer Information. After thirty (30) days, Jobvite will remove all access to Customer Information and it will be marked for deletion subject to routine backup and archival procedures and requirements of applicable law. Sections 3, 4, 7 through 10 and all accrued rights to payments shall survive termination of this Agreement.

7. Warranties and Disclaimers.

(a) Mutual Warranties. Each of the parties represents and warrants that: (i) it has the authority to enter into this Agreement and grant any rights and consents granted hereunder; (ii) it will fulfill its obligations in a professional and workmanlike manner, and will not use the other party’s products, services, information, data or other materials in violation of any applicable law; and (iii) it will at all times during and after the Term of this Agreement comply with its data security and privacy obligations in accordance with Section 3 of this Agreement.

(b) **Jobvite Warranties.** Jobvite represents and warrants that (i) it has the right to provide the Products to Customer, (ii) the Products will not infringe or misappropriate any intellectual property or proprietary right of a third party; (iii) the Products will conform to, and contain the functionalities set forth in, the descriptions contained in Jobvite's proposal and other documentation provided by Jobvite to Customer, *provided, however,* that the sole remedies for a breach of this warranty (iii) shall be for Jobvite to correct any failure to conform, pay any credits if such failure causes a service level credit to accrue, and if correction is not possible to terminate this Agreement and refund pro rata any unused, prepaid Fees..

(c) **Customer Warranties.** Customer represents and warrants that its use of the Products will comply with all applicable laws and regulations governing employment and hiring practices.

(d) EXCEPT FOR THE FOREGOING AND THE SERVICE LEVEL COMMITMENTS THAT ARE PART OF THIS AGREEMENT, JOBVITE PROVIDES THE PRODUCTS "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. JOBVITE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, RESULTS, OR THAT CUSTOMER'S USE OF THE PRODUCTS WILL RESULT IN COMPLIANCE WITH EMPLOYMENT LAWS AND HIRING PRACTICES.

8. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE HEREUNDER TO THE OTHER UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST DATA OR PROFITS, WHETHER OR NOT FORESEEABLE, AND A PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO JOBVITE BY CUSTOMER HEREUNDER IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER A PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED \$7 Million.

9. **Indemnification.**

(a) Each party ("indemnifying party") shall defend, indemnify and hold harmless the other party ("indemnified party") and its officers, directors, employees and agents from and against all third party claims, losses and damages, including, without limitation, costs of remediation, fines, and reasonable attorneys' fees incurred ("Claims"), arising from its breach of any of its representations and warranties made under Section 7 of this Agreement.

(b) If Jobvite believes that any portion of the Product may be subject to a Claim under Section 7(b) of this Agreement, then in addition to the foregoing indemnity Jobvite shall, at its sole option and expense: (A) procure for Customer the right to continue using the affected Products; (B) modify or replace the infringing Products to allow for continued use, or if these alternatives are not commercially reasonable terminate this Agreement.

(c) As a condition to being indemnified under this Section, the indemnified party shall: (i) promptly notify the indemnifying party of the Claim; (ii) allow the indemnifying party sole control of the defense and settlement of the Claim; and (iii) provide assistance, at the indemnifying party's expense, in defending or settling the Claim. The indemnified party may participate at its own expense in the defense of a Claim with counsel of its own choosing. The indemnifying party will not enter into a settlement that requires the indemnified party to admit liability or pay damages with the indemnified party's consent.

10. **General.**

(a) **Export Control.** Customer shall only use the Products in compliance with local laws and regulations, and will not export or re-export the Products in violation of any United States or other applicable export laws and regulations.

(b) **Relationship of Parties.** The parties to this Agreement are independent contractors and no agency, partnership, joint venture, employment or similar relationship exists between them. Neither party has the authority to bind the other or to incur any obligation on its behalf.

(c) **Assignment.** Neither party will transfer or assign this Agreement or any of the rights hereunder without the prior written approval of the other party, which shall not be withheld unreasonably, and any such assignment or transfer will be void. Notwithstanding the foregoing, a party may transfer this Agreement in its entirety in the event of an acquisition, merger or other event involving a change of control without consent as long as prompt notice of such event is given, and a party may assign any rights to payment hereunder. Customer acknowledges that the Fees may be subject to recalculation as set forth in Section 5, above, upon any permitted assignment of this Agreement.

(d) **Notices.** Notices required hereunder shall be effective if delivered by email or facsimile (effective upon transmission, as evidenced by transmission reports), by courier or delivery service (effective upon receipt), or by first class United States mail, return receipt requested (effective upon receipt), and shall be sent to the addresses shown in the Order Form or as updated by notice.

(e) **Force Majeure.** Neither party shall be responsible for a failure or delay of performance caused by any event outside of its reasonable control.

(f) **Governing Law and Jurisdiction.** This Agreement is governed by the laws of the United States and the State of Utah, excepting its conflict of law's provisions. In the event of a dispute arising out of or relating to this Agreement, the exclusive venue and jurisdiction shall be the courts of Salt Lake County, Utah.

(g) Entire Agreement; Waiver; Severability; Amendment. This Agreement, along with the Order Form, is the complete agreement between the parties for the Products and supersedes all prior or contemporaneous agreements, representations or arrangements, oral or written. If any provision or term is found to be invalid or unenforceable, the remaining provisions will remain effective. The Agreement and any of its terms or provisions may not be modified or waived except in a writing signed or accepted by both parties. Terms on form purchase orders will not modify the Agreement. Handwritten changes to the Agreement or the Order Form must be initialed by the other party to be effective.

Jobvite, Inc. Service Level And Support Agreement

SUPPORT & MAINTENANCE:

Help desk telephone, email and chat support is available to Customer 24x5 starting at 6:00 pm Pacific Time on Sundays to 6:00pm Pacific Time on Fridays, excluding Jobvite holidays. Customer agrees to send all issues to the channels outlined at <http://support.jobvite.com> The following table represents Jobvite's support service level agreements and priority definitions:

Priority	Definition	Initial Response and Update Times
P1	Urgent: The software on the production system is down (crashes) or is not operational for all customers.	Initial response to designated CUSTOMER CONTACT within 1 hour of case submission to Customer Success (support). The designated CUSTOMER CONTACT will be updated twice daily on progress. Actions will commence within 1 hour on all licensor business days.
P2	Critical: The software on the production system is operational but has a major functional loss that impedes transactions from being completed for multiple customers.	Initial response to designated CUSTOMER CONTACT within 4 hours of case submission to Customer Success (support) during regular support hours. The designated CUSTOMER CONTACT will be updated daily on progress. Actions will commence within 4 hours of notification on all licensor business days.
P3	Important: The software on the production system has a functional loss that does not impede transactions from being completed, but affects performance or user quality; or a suitable workaround can be employed; or the functionality is not immediately necessary; or the test system ("test drive") has major functional loss which impedes business transactions from being completed.	Initial response to designated CUSTOMER CONTACT within 1 business day of case submission to Customer Success (support). The designated CUSTOMER CONTACT will be updated weekly on progress. Actions will commence within 2 days of notification on all licensor business days.
P4	Minor: The software has a cosmetic or grammatical error that does not affect performance or stability of the system, or the customer has a question regarding the use of the product.	Initial response within 2 business day of case submission to Customer Success (support). The designated CUSTOMER CONTACT will be updated on an as needed basis. All questions on product use will be updated within 48 hours of case submission to Customer Success.
P5	Enhancement: Requests for new features/functionality that does not exist in the product will be reviewed by	Enhancement requests are logged and submitted to product management. The

product management/development and included in future releases if broadly applicable to our customer base.	designated CUSTOMER CONTACT will be updated on an as needed/appropriate basis.
--	--

Customer acknowledges that Jobvite will schedule a system maintenance period every Saturday beginning at 10:00 pm Pacific Time and lasting up to three (3) hours. Jobvite may occasionally have to interrupt services outside of this time period, including for purposes of upgrades and maintenance to the Software and/or System, in which case Jobvite will use all reasonable efforts to announce the scheduled downtime via e-mail to Customer's designated e-mail address two (2) business days in advance.

The Support provided under this Agreement does not include services for the following matters:

- (i) any problem resulting from the misuse, improper use, alteration, or damage of the Software;
- (ii) any problem caused by modifications in any version of the Software not made or authorized by Jobvite;
- (iii) any problem resulting from Customer combining or merging the Software with any hardware or software not supplied by Jobvite and not identified by Jobvite as compatible with the Software or Systems; or
- (iv) any problem that is not reproducible by Jobvite due to customers environment.

SERVICE LEVEL STANDARDS:

1. Definitions.

"**Force Majeure Event**" means (i) compliance with any act, order, demand or request of any government or governmental authority, agency or instrumentality; (ii) labor disputes, difficulties or work stoppages or slowdowns of any kind; (iii) hurricane, earthquake, flood and other natural disasters or fires; (iv) war, rebellion, act of terrorism, or civil disorder; (v) act or omission of any telecommunication or services provider; (vi) any other cause beyond Jobvite's reasonable control.

"**Maintenance Outage**" means a planned or unplanned maintenance period, including, without limitation, any maintenance downtime or maintenance outage, not to exceed an aggregate of ten (10) hours in any calendar month. "Service" means the service provided by Jobvite to host, manage and make available through the Internet the Software.

"**Service**" means the service provided by Jobvite to host, manage and make available through the Internet the Software.

"**Service Outage**" means any time when the Service is inoperable or unavailable due to or caused by reasons reasonably within Jobvite's control, excluding specifically the following reasons: (i) Customer's own telecommunications or Internet service providers; (ii) a Force Majeure Event; (iii) any systemic Internet failures; or (iv) any failure in Customer's own hardware, software or network connection.

"**Total Hours of Operation**" shall be twenty-four (24) hours per day, three hundred sixty-five (365) days per year, excluding any time for Maintenance Outages.

2. Availability of Services.

Jobvite warrants that the Services will be available at least 99.9% of the time measured monthly, using the following formula:

$$\text{Uptime} = \frac{\text{Total Hours of Operation} \text{ minus } \text{Service Outages}}{\text{Total Hours of Operation}}$$

3. Sole Remedies for Failure to Meet the Uptime Service Level Commitment.

For each calendar month in which Jobvite has Uptime of:

- (a) less than 99.9% but above 95%, Jobvite shall upon Customer's request made within thirty (30) days of the end of the calendar month, provide Customer with a written plan for improving Jobvite's Uptime to attain the 99.9% Uptime and Jobvite shall promptly implement such plan;
- (b) between 95% and 90%, Jobvite shall, upon Customer's request made within thirty (30) days of the end of that calendar month, provide Customer with a service credit in an amount equal to \$500 and the action plan under subpart (a) above; or
- (c) less than 90%, Jobvite shall, upon Customer's request made within thirty (30) days of the end of that calendar month, provide Customer with a service credit in an amount equal to \$1000 and the action plan under subpart (a) above. Customer may also terminate this Agreement upon thirty (30) days' written notice (which notice must be given within sixty (60) days of the end of the calendar month in which the Uptime was less than 90%).

Customer shall not exercise the rights in this Section 3 without a reasonable basis or belief that the applicable Uptime commitment was not satisfied. If Customer believes that Jobvite has failed to achieve an Uptime commitment in any given month, Jobvite shall, promptly following Customer's request, promptly provide a report that contains true and correct information detailing Jobvite's actual Uptime performance. **THIS SECTION 3 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND JOBVITE'S ENTIRE LIABILITY, FOR ANY FAILURE TO MEET THE UPTIME COMMITMENT.**

4. Maintenance Outages.

Jobvite will provide Customer with written notification via e-mail for each planned Maintenance Outage outside of the normal maintenance hours at least one (1) business day in advance whenever practicable of the occurrence of any such outage.



1300 S. El Camino Real Suite 400 San Mateo CA 94022
650-376-7200 (office) / 415-680-2479 (fax)

Order Form – UTA
Contract#: 18-2743TP

[Privacy Policy](#) : [Terms of Use](#) : [Support](#)

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Detailed Contract Description & Purpose

Review and/or Approval Date: 12/12/2018

Action Requested: Motion to approve the contract

Criteria: Change-order brings total contract value to \$200,000 or more

Contract #: 17-2376TP

Contract Title: Video Interviewing Software

Project Manager: Pablo Martinez

Contract Administrator: Teresa Pickett

Impacted Areas: Talent Acquisition

Included in budget? Yes

Procurement method: Sole-Source

Contractor: HireVue

Sole-Source Reason: Substantial Duplication of Costs

Total Contract Value \$ 234,725
Qty & Unit price

Contract term (Months) 12 months
(initial term has already passed)

Contract options (Months) 24 months

Contract start date: 11/29/2017

Contract end date: 12/31/2020

Number of responding firms: 1

\$ Value of Next Lowest Bidder N/A

Detailed Description & Purpose:

Workforce Planning and Talent Acquisition is recommending renewal of a contract with Hirevue (UTA's current video interviewing software). This tool helps reduce time to hire, offers labor market candidates flexibility to interview with UTA from anywhere and any device, and standardizes the initial interview to produce consistent decision making. Additionally, it provides UTA with branded landing pages, embedded job introductory videos, and access to individuals who do not have a form of transportation.

(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. **17-2376TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**
 Project Manager: **Pablo Martinez**
- 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 **Video Interviewing Software**
- 5) Description / Purpose (of contract or project) **HireVue was contracted for 1 year of service. UTA decided it wanted an additional 2 years of service. This is an extension of that original 1 year contract.**
- 6) Contractor Name **HireVue**
- 7) Effective Dates Beginning: **12/07/18** Ending: **12/31/20**
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- | | |
|---|---------------|
| 9a) Current Contract Value: | \$ 83,375.00 |
| 9b) Amendment Amount: | \$ 151,350.00 |
| 9d) New Contract Value (including all amendments) | \$ 234,725.00 |
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)

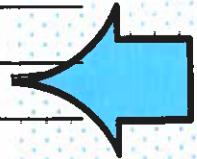
9f) If estimated, how was the estimate calculated? **N/A**

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **40-2195.68912** Capital Project Code **ICI19518**
- 12) Budgeted? Yes No Budget amount: **\$ 234,725.00**
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? **N/A** Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	BWS	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A.K.	<u>Abraham Kadij</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	P.M.	<u>Pablo Martinez</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>

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





Service Order

Created Date	November 27, 2018	Service Order Expiration	December 7, 2018
Bill To Name	Utah Transit Authority	Ship To Name	Utah Transit Authority
Bill To	669 W 200 S Salt Lake City, Utah 84101 United States	Ship To	669 W 200 S Salt Lake City, Utah 84101 United States

Contact Information

Invoice Contact	Pablo Martinez	HireVue Contact	Michelle Rodriguez
Title	Workforce Planning & Talent Acquisition Manager	Title	Customer Success Director
Phone	(801) 262-5626	Phone	(512) 876-0779
Email	pmartinez@rideuta.com	Email	mrodriguez@hirevue.com

Subscriptions

Feature(s)		Year 1	Year 2
HireVue Video Interviewing	Scope	Up to 3500 Employees	Up to 3500 Employees
HireVue Coordinate Add-On	Scope	Up to 3500 Employees	Up to 3500 Employees
Total Subscription Price:		USD 75,675.00	USD 75,675.00

Note: The subscription will run November 30, 2018 - November 29, 2020

Professional Services

Description	Year	Total Price
API Integration	1	USD 0.00

Quote Total **USD 151,350.00**

Plus tax if applicable.

Payment Terms: Upon signing the service order, Utah Transit Authority agrees to pay HireVue according to the following schedule:

- a. 1st Year: \$75,675.00 invoiced on December 15, 2018 (payment due January 29, 2019 to be paid via ACH)
- b. 2nd Year: \$75,675.00 invoiced on December 15, 2019 (payment due January 29, 2020 to be paid via ACH)



WWW.HIREVUE.COM

Approved by: Utah Transit Authority

Approved by: HireVue

Sign: *Bart Simmons*

Name: Bart Simmons

Title: Approved as to Legal Form

Date: December 3, 2018

Sign: *[Signature]*

Name: Kevin Parker

Title: CEO

Date: November 30, 2018

Sign: *[Signature]*

Name: Pablo Martinez

Title: Senior Manager

Date: 12/3/2018

Sign:

Name:

Title:

Date:



STATEMENT OF WORK
HIREVUE CONSULTING SERVICES
Utah Transit Authority

This Statement of Work ("SOW") dated November 21, 2018, is to further clarify the deployment of the HireVue solution for Utah Transit Authority (UTA) ("Buyer") and the services described herein will be provided by HireVue pursuant to the terms and conditions of the Service Agreement between HireVue and Buyer. In the event of a conflict between this SOW and the Service Agreement, the terms and conditions of this SOW shall prevail. For project investment details, please refer to the Service Order.

1. SCOPE OF WORK

- 1.1. Included Scope - High Level Attributes
 - 1.1.1. API
 - 1.1.2. Consulting Services (details outlined in Section 2)
- 1.2. Out of Scope

The following items are not included in the scope under this SOW. If Buyer desires any of the items listed here or from the a la carte menu, a Professional Services scoping discussion will be needed (see Exhibit B for a list of a la carte offerings).

- 1.2.1. ATS integration support
- 1.2.2. Additional languages or branded themes not outlined in section 1.1 or specified in 2.4.1
- 1.2.3. Predictive/ Concurrent Study model build for Assessments

2. CONSULTING SERVICES

HireVue will configure, consult on or provide the following items:

- 2.1. Project Management
 - 2.1.1. The PSC will manage the project plan keeping all players current on the required outputs. The PSC will ensure delivery of all required HireVue products and will bring in HireVue technical and consulting experts as needed.
- 2.2. Configuration
 - 2.2.1. Integrations

HireVue will configure and set up the following within the Buyer production and staging environment. Staging environment will be used to test the integration components only during implementation and will not be maintained or updated post go-live.

- 2.2.1.1. API Integration
 - 2.2.1.1.1. HireVue's API will enable Buyer to develop a custom integration between the HireVue system and Buyers ATS/CRM. HireVue will provide the following:
 - 2.2.1.1.2. API Quick Start Guide
 - 2.2.1.1.3. API key for sandbox account
 - 2.2.1.1.4. API key for Buyer production account

3. BUYER RESPONSIBILITIES

Throughout the project, HireVue team members will provide guidance and support to Buyer in the following areas, but ownership for completion and staffing lies solely with Buyer. Buyer responsibilities include:

- 3.1. Buyer will be responsible for adding additional or future Positions and Questions
- 3.2. Buyer will be responsible for HireVue Consultants travel costs for onsite as specified in the SOW, or as requested by buyer throughout the implementation. HireVue requested travel will be reimbursed by Buyer

per Buyer's standard travel guidelines and per the contract specifications.

- 3.3. Identify project manager/project sponsors
- 3.4. Designate subject matter experts as needed
- 3.5. Conduct network testing. Web based connection test to ensure Buyer's users ability to access the HireVue platform and stream video content during Live interviewing
- 3.6. Provide all requested content to HireVue as needed for API
- 3.7. Determine scope and requirements for custom API integration
- 3.8. User validation

4. ASSUMPTIONS

- 4.1. Project Management total weeks and PSC hours will commence starting at project kickoff, to be scheduled within three (3) weeks of contract signature.
- 4.2. Consulting Services will be conducted in English language only.
- 4.3. The implementation services and product lines in this SOW will be implemented simultaneously unless otherwise listed in the SOW. If the Buyer chooses to delay any of the items listed in the SOW or roll the products out at different times a Professional Services scoping discussion will be needed which may result in additional Professional Services funds.
- 4.4. Buyer approval of content is assumed when Buyer provides assets to the HireVue PSC.
- 4.5. All implementation meetings, checkpoints, workshops and training sessions will be conducted remotely unless otherwise requested by Buyer or if specified as onsite in the SOW.
- 4.6. If Buyer exceeds the estimated PSC or IC hours listed within this SOW an a la carte add on can be selected or a Professional Services scoping discussion will be needed to determine project remaining effort (see Exhibit B for a list of a la carte offerings).
- 4.7. HireVue will provide support for the API developers and will train developers how to use the API.
- 4.8. HireVue is not responsible for how the API developers use the API or the end result of integration.
- 4.9. How to documents and guides are not customized to Buyer specific account or configurations. Buyer is responsible for creating Buyer specific guides if desired.
- 4.10. Unless otherwise expressly noted in this SOW, all work outlined in this SOW shall be performed within the

weeks listed in section 2 starting from project kickoff.

5. PROJECT TIMELINE

5.1. Not applicable to this SOW

6. PROJECT ROLES AND RESPONSIBILITIES

The project will require the coordination of several resources across the organization. The following is a typical outline from the customer & HireVue team.

6.1. Buyer Project Team


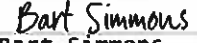
Resource	Role
Project Sponsor	<ul style="list-style-type: none"> Champion project and validate decisions Provide resources to support project
Project Manager	<ul style="list-style-type: none"> Oversee project details Attend weekly project meetings Liaison internal project resources Facilitate project decisions Coordinate training Go-Live Signoff
Recruiting/SME	<ul style="list-style-type: none"> Provide input on configuration & training decisions Participate in process discussions
Other Resources as Needed	<ul style="list-style-type: none"> IT, Internal Communications, HR


6.2. HireVue Project Team & Resources

Resource	Role
Professional Services Consultant	<ul style="list-style-type: none"> Oversee implementation of the project Consult on process & the application of HireVue Lead regular team meetings & checkpoints through implementation Liaison HireVue resources as needed
Customer Success Director	<ul style="list-style-type: none"> Own the long-term relationships in an account management capacity Drives Customer Execution Plan Specializes in practical recommendations, NPS reporting, measuring your ROI, recruitment strategies and creative use cases of our Talent Interaction Platform.
Customer Support	<ul style="list-style-type: none"> Provide 24/7 user and candidate support post-launch Own case management & Provide release updates
HireVue Engineering (FOR SSO)	<ul style="list-style-type: none"> Provide SAML 2.0 documentation Consult on recommended practice integration configuration options
HireVue's Customer Community	<ul style="list-style-type: none"> Interact with other HireVue Clients Ask questions and submit product ideas Support guides and how to documents
HireVue University	<ul style="list-style-type: none"> Training courses by user role and product type

CUSTOMER AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Statement of Work, via their duly authorized representatives as of the date first written below.

HireVue, Inc.		Buyer: Utah Transit Authority	
By:		By:	
Print Name:	Kevin Parker	Print Name:	Bart Simmons
Title:	CEO	Title:	Approved as to Legal Form
Date:	November 30, 2018	Date:	December 3, 2018

Buyer: Utah Transit Authority	
By:	
Print Name:	Pablo Martinez
Title:	Senior Manager
Date:	12/13/2018

Buyer: Utah Transit Authority	
By:	
Print Name:	
Title:	
Date:	

Exhibit B: 2018 Ala Carte Menu for Services

- Remote User or Admin Trainings - \$1000
 - Customized to client's process and features, conducted remotely.
- Onsite User Trainings* - \$2500
 - Includes up to 2 interactive training workshops in one day, customized to client's process and features. Conducted onsite at customer location with unlimited attendees.
- Onsite Kickoff* - \$2500
 - Includes a one day kickoff conducted onsite at customer location with unlimited attendees.
- Custom Theme Design & Configuration - \$2500
 - Price is per custom theme. Includes advanced design of login/Interview Sign Up page, background image, and customized email templates.
- Standard Theme Design & Configuration - \$1000
 - Price is per standard theme. Choose from one of many layouts and HireVue will add images and logos to fit your company brand. Email templates will showcase the theme's logo.
- ATS/CRM Integration Support For Pre-Built Integrations - \$0
 - Let our expert integrations consultants facilitate a HireVue integration for a streamlined recruiting experience.
- API for Custom Integration - \$5000
 - Our API is available for clients or partners to build custom integrations to HireVue. Cost includes configuration, training, and direct engineering support throughout the project life-cycle.
- Train – The - Trainer* - \$2500
 - This series will enable up to 5 participants to train internally using HireVue's See. Learn. Do. training methodology that our Professional Services Consultants utilize. This series is estimated to take four (4) weeks, after completion, the Professional Services Consultant will verify that the trainer is able to demonstrate the skills and abilities necessary to deliver a HireVue training to your organization.
- General Professional Services – To Be Scoped

- Single Sign On - \$5000
 - SSO allows clients to utilize their corporate SSO system to have their users access HireVue

* HireVue Consultant travel expenses to be paid by customer as outlined in Section 3

Appendix 1 – Glossary of Terms

1. "Applicant tracking system" ("ATS") is a software application that enables the electronic handling of recruitment needs.
2. "Application programming interface" ("API") is a software intermediary that allows two applications to talk to each other.
3. "Assessment Model": "Assessment" means the model built using the data and steps described in the SOW to train the algorithm to create the Assessment for a job family.
4. "Assessment OnDemand": This is the OnDemand interview that is used in conjunction with the Assessment.
5. "Concurrent Validation Study" Existing employees complete a trial version of the video assessment, and then their responses are statistically linked to current measures of job performance.
6. "Core Team" encompasses key stakeholders at Buyer and HireVue needed for engagement in certain decisions and project meetings.
7. "Custom Question Banks": Buyer will have the ability to add their existing interview questions into HireVue. Categories, time limits, and question types can be specified for easy creation of question sets by Authorized User.
8. "Customer relationship management" ("CRM") is a category of software that covers a broad set of applications designed to help businesses manage many of the following business processes: customer data, customer interaction, access business information, automate sale
9. "Customizable Deletion Policies": While recordings default to being stored for 2 years, the HireVue system allows clients to determine how long interviews will be stored. This can be set at the account, team, and/or individual recording level.
10. "Direct Access Links" Direct Access is a feature that enables authorized User on an account to begin evaluations and join interviews without having to first enter their password. This feature is limited, for security, to a specific number of link clicks or a certain amount of time, whichever comes first. These links are included in emails that invite an Authorized User to complete a specific action and is intended to be a less resistant way to get right to the work they have been asked to accomplish. **Activation of this functionality requires execution of an amendment
11. "HireVue Assessments": or "Assessments" Assessments is HireVue's analytics engine. It provides 4 key features: 1) End User Assessments that will provide predictive analytics to identify which End Users are most likely to meet performance goals, 2) Evaluator Assessments which provides accuracy and alignment ratings of evaluators, 3) Language analytics that identifies characteristics and personality attributes of End Users and helps identify relevant follow-up interview questions and 4) Transcript Search converts the audio from interviews into text and allows full text search of those interviews
12. "Identity Provider" ("IdP") is a system entity that creates, maintains, and manages identity information for principals while providing authentication services to relying party applications within a federation or distributed network. An identity provider is "a trusted provider that lets you use SSO to access other websites or systems.
13. "Integration": HireVue has partnered with many ATS vendors and other partners to provide the ability of inviting End Users to an interview directly from your ATS or End User CRM. In most integrations, Authorized Users can invite End Users, view the status and review the interview from action links directly within your system of record. HireVue also has an open API if vendors not currently integrated would like to build to our system.
14. "Interview Sharing": Recorded interviews can be shared with needed decision makers within an organization for increased visibility to interviewee. This can be locked down to include only email domains desired by Buyer.
15. "Interview Sign Up": Interview Sign up is a tool that allows End Users to self-register for an interview set up by the End User. End Users can include documents (such as CV/resume) that becomes visible to the Authorized User within HireVue. Enabling a shareable interview link for Interview Sign Up generates a unique link for that position that can be used by anybody to sign up. HireVue includes the ability within the Solution to share this on Twitter, LinkedIn, or to create a QR Code that can be scanned by a mobile device.
16. "Live Recorded Interviewing": Live Interviews are synchronous interactions between one End User and up to three Authorized Users at once. End Users can be scheduled for multiple interview sessions, each with its own set of Authorized Users and scheduled start time. Question guides can be loaded into HireVue for these interviews to ensure consistency, though the questions are only visible to the interviewing participants so they can more easily manage the flow of the interview. Live interviews can be conducted using video and audio, or audio only and can be conducted using a computer with a webcam or a mobile device using HireVue's free iOS or Android applications. The invitations are calendar events and can be scheduled using HireVue's Coordinate tool for easier scheduling (if included with subscription).
17. "On Demand™ Interviewing": On Demand Interviews are asynchronous recorded interviews an End User can take when convenient for them using either a computer with a webcam or a mobile device with HireVue's free iOS or Android applications. The End User experience is established by Buyer and includes branded, thematic elements as well as a predefined question set for all End Users to drive consistency. The end user sets all question text, question type, time limits, and length of the interview.

18. "On-Site Interviews": The HireVue Solution can be used to schedule traditional "on-site" interviews that include instructions for the End User and the ability to send an attachment, if needed. The invitations are calendar events and can be scheduled using HireVue's Coordinate tool for easier scheduling (if included with subscription).
19. "Onsite" refers to a meeting, workshop or training that is not remote and is conducted in person at desired Buyers location or other location requested by Buyer.
20. "Password Security": Each Authorized User will need their own login information to access HireVue, which includes a password. Specific password requirements can be set to include number of characters, special characters, reset cadence, etc.
21. "Predictive Validation Study" Job applicants complete the video assessment questions, and then their responses are statistically linked to post-hire measures of job performance.
22. "Process" A Buyers recruitment process for finding new candidates, interviewing and hiring top talent.
23. "Public Link Access" (If activated): Public Link Access gives the ability for a position owner or administrator to create a publicly accessible URL link to an interview or specific questions of that interview for review of stake holders that exist outside of HireVue. The information that is shared about the End User in this link is controlled by the account administrator and can include any number (or none) of the following details: Additional Documents, Completed Date, email address, invited date, Resume, and a link to their personal website. The End User's name and the selected question responses will always be included. **Activation of this functionality requires execution of an amendment
24. "Reporting": HireVue has a reporting dashboard that allows Buyer to view, filter, and export data related to End User invitations and recordings. This includes dates, status, evaluation assignments, interview funnel, and more to allow Buyer anytime access to activity in their account.
25. "Return on Investment" ("ROI") is a performance measure, used to evaluate the efficiency of an investment.
26. "Security Assertion Markup Language 2.0" ("SAML 2.0") is a version of the SAML standard for exchanging authentication and authorization data between security domains
27. "Single Sign-On": Single Sign-On (SSO) allows Buyer to add HireVue to their directory of systems by which an Authorized User can use their singular Buyer login credentials to log in to HireVue.
28. "Team": HireVue can support segmentation of authorized User groups (by department, geography, etc.), which allows for settings to be determined at the team level to accommodate requirements of diverse authorized User groups.
29. "Theme": Branded themes help to enhance candidate/interviewee experience by extending client employment branding to the HireVue system
30. "User Validation" Buyer user testing performed during implementation and post configuration.
31. "User" or "Authorized User" refers to any Buyers HireVue system user such as recruiters.
32. "Workflow" A Buyers recruitment process for finding new candidates, interviewing and hiring top talent.


Integration Addendum

1. **INTEGRATION SERVICE.** HireVue offers its clients (each a “Buyer”) the option to integrate HireVue’s digital interviewing solution with an applicant tracking system or other solution (Buyer’s own or one from a third party provider – the “Integration Application Provider”) through the use of the HireVue API.
2. **SERVICE TERMS & CONDITIONS.**
 - (a) **Limited Use.**
 - a. Buyer shall utilize the HireVue integration and the API for Buyer’s own internal business purposes only, in accordance with all applicable laws, and only in connection with HireVue’s services. Under no circumstances shall Buyer sell, license, sublicense, distribute, market, re-brand, assign or otherwise transfer to a third party or encumber any product, service or solution built using the HireVue API without HireVue’s prior written consent which may be withheld in HireVue’s sole discretion.
 - b. Buyer shall not use the API in any manner that impacts or may potentially impact (in HireVue’s sole discretion) (i) the stability of HireVue’s servers or (ii) the behavior or functionality of other applications using the API.
 - c. Buyer shall not disclose the API keys or credentials provided for Buyer’s use to any third party without the express written consent of HireVue.
 - d. Buyer shall not use the API to create a solution that in any manner violates applicable laws or infringes the rights of any third party.
 - (b) **Ownership.** All right, title, and interest in and to the HireVue API, including ownership of all intellectual property rights therein and thereto, shall remain at all times in HireVue and its licensors. HireVue reserves the right to make modifications to its API at any time on reasonable notice to Buyer.
 - (c) **Deliverables; Limited Performance Remedy.** All work performed and deliverables (including applicable documentation) created and/or deployed by HireVue in connection with Buyer’s integration shall, as between HireVue and Buyer, be owned exclusively by HireVue. HireVue will perform all services in a professional and workmanlike manner in accordance with applicable industry standards and applicable laws. In the event that any HireVue deliverable fails to reasonably conform or perform to its specifications, HireVue shall make commercially reasonable efforts to promptly remedy that which is promptly reported by Buyer. In no event will HireVue’s liability in connection with integration work performed exceed the fees paid by Buyer to HireVue under the applicable Service Order.
 - (d) **Customized Solutions.** Buyer understands that the integration fees quoted herein do not include features, functionality and/or service levels (collectively, “Customizations”) outside of HireVue’s standard integration offering HireVue currently provides its general client base. Should Buyer request Customizations that HireVue determines it can reasonably accommodate, Buyer and HireVue will document in a mutually acceptable “Statement of Work” the applicable terms and professional services fees for such work.
 - (e) **Integration Application Provider Fees and Licenses.** Buyer understands that the fees and services quoted herein are exclusive of any and all fees charged and licenses required of Buyer by the Integration Application Provider in order to utilize its application and/or integrate same with HireVue. Buyer shall be responsible for contracting directly with the Integration Application Provider to obtain and maintain any and all such rights.
 - (f) **Integration Errors.** HireVue will work in good faith to reasonably and timely resolve any interference with integration functionality over which HireVue has reasonable control. Buyer acknowledges that HireVue may have no control over and shall not be responsible for integration downtime and/or errors directly or indirectly caused by the Integration Application Provider.
 - (g) **Integration Availability.** Notwithstanding anything to the contrary in this Addendum or any Statement of Work, in the event HireVue’s rights to integrate with the Integration Application Provider should terminate at any time, Buyer’s integration rights hereunder shall concurrently terminate. HireVue will use its best efforts to provide Buyer with as much advance notice as practicable of any such termination. In the event of any such termination, HireVue will promptly refund to Buyer a pro-rated amount of Buyer’s annual implementation and maintenance fees applicable to the year in which the termination occurs without further liability under this Addendum.
3. **FEES.** Fees for Integration Implementation and use of the API shall be set forth in the Service Order.
4. **TERM.** Buyer shall have the right to use the integration and the API during the term of an active subscription to use the HireVue platform. Upon expiration or termination of Buyer’s subscription without renewal, Buyer’s right to use the integration and the API shall concurrently terminate.

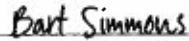
5. LIABILITY. Buyer shall be liable to and shall indemnify and hold HireVue harmless for any Claims (as such term is defined in the Service Agreement) arising from Buyer's breach of the terms of this Addendum.


ACCEPTED AND EFFECTIVE AS OF THE DATE OF LAST SIGNATURE BELOW: *(Please have an authorized representative sign below)*

HireVue, Inc.

By: 
Print Name: Kevin Parker
Title: CEO
Date: November 30, 2018

Buyer: Utah Transit Authority

By: 
Print Name: Bart Simmons
Title: Approved as to Legal Form
Date: December 3, 2018

By: 
Print Name: Pablo Martinez
Title: Senior Manager
Date: 12/3/2018

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

Detailed Contract Description & Purpose

Board Review Date: 12/12/2018

Action Requested: Motion to approve the contract

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

Contract #:	18-2874AB	Contract Title:	Ski Bus Pass Agreement (Snowbird Resort LLC)
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Project Manager: Danny Richardson

Contract Administrator:

Impacted Areas: Fare Revenue

Included in budget? yes

Procurement method: Revenue Contract

Contractor: Snowbird Resort LLC

Sole-Source Reason: N/A

Total Contract Value \$ 220,000
Qty & Unit price

Contract term (Months) 5

Contract options (Months) 0

Contract start date: 12/1/2018

Contract end date: 4/30/2019

Number of responding firms: n/a

\$ Value of Next Lowest Bidder n/a

Detailed Description & Purpose:

2018-2019 Winter Ski Bus agreement with Snowbird Resort LLC. Revenue is based on actual ridership: EFC cards issued to Season Pass and Employee Pass holders. Estimated contract value is based on previous years' history. Actual charges, invoiced monthly, are based on Cash Fare of \$4.50, discounted by 20% for ski resort EFC passes, or \$3.60 per trip. \$220,000 represents approximately 61,111 actual trips.

(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: 12-Dec

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2874AB (Assigned by Purchasing) Contract Administrator: Amanda Burton
Project Manager: Danny Richardson
- 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) Other: Revenue
 RFP (Best-value) Sole source
- 4) Contract Title Ski Bus Pass Agreement (Snowbird Resort LLC)
- 5) Description / Purpose (of contract or project) Ski Bus Trip Based Agreement - 2018-2019 Season
- 6) Contractor Name Snowbird Resort LLC
- 7) Effective Dates Beginning: 12/01/18 Ending: 04/30/19
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount: _____
9a) Current Contract Value: _____
9b) Amendment Amount: _____
9c) New Contract Value (including all amendments) 220,000.00
9d) Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9e) If estimated, how was the estimate calculated? **Based on 2017-2018 Actual Resolution No. R2018-06-07 is approved pricing.**
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 1000.40199 Capital Project Code n/a
- 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	Signature
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>AB</u>	<u>Amanda Burton</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>DM</u>	<u>Danny Meyer</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Print Name
Up to \$10K Manager/Program Manager	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Print Name
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>MM</u>	<u>Monica Morton</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>BB</u>	<u>Bob Biles</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		Approval Date

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

SKI BUS PASS AGREEMENT

THIS AGREEMENT is made this 30 day of November, 2018, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“Authority” or “UTA”) and **SNOWBIRD RESORT LLC**, a Utah corporation, (“Administrator”).

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and
- C. Administrator desires to secure public transportation services for its employees and season pass holders to its ski resort under the terms and conditions described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. TERM. This Agreement shall begin on November 1, 2018 and end April 30, 2019.
2. AUTHORIZED USERS. Administrator’s season pass holders and employees shall be Authorized Users under this Agreement.
3. SKJ BUS SERVICE. The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion (“Ski Bus Service”).
4. PASSES. Administrator shall issue a pass for use on UTA’s transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA’s requirements (“Pass”) to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA’s Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result

in a citation or fine pursuant to UTA's Ordinances.

5. PASS RECOGNIZED AS TRANSIT FARE. For the term of this Agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off. A Pass will not be recognized as valid fare on TRAX trains, regular buses, and UTA FrontRunner trains that do not connect to Ski Bus Service. Passes are not valid fare on any Paratransit service or other special service.

6. PASSES FOR NON-CONNECTING SERVICE. For Authorized Users who require transit services that do not connect to Ski Bus, Administrator shall email UTA a service extension request to passprograms@rideuta.com with the Authorized User's Pass number ("Extended Service Authorized User"). UTA shall then enable the Extended Service Authorized User's Pass to be used on non-connecting service on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains. Passes used by Authorized Users who have not been granted service extensions shall not be considered valid fare on transit services that do not connect to Ski Bus Service. UTA reserves the right to restrict the Passes of Authorized Users who attempt to use Passes to obtain transit services that do not connect to Ski Bus Services to Ski Bus access only.

7. MONTHLY PAYMENT. UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users and Extended Service Authorized Users, if applicable, during the preceding month. Boardings and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$3.60 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$4.50. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken by Extended Service Authorized Users on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.

8. CONFISCATION AND UNAUTHORIZED USE OF PASS. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided car, UTA will return it to Administrator.

9. RECONCILIATION. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to

Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this Agreement on a monthly basis.

10. REPORTING.

A. UTA Third Party Partner Website. The Authority agrees to provide the following information to Administrator through its Third Party Partner website, which may be accessed at any time: (1) ridership – parameters include a date range with trip counts by Pass number or service type; (2) active Passes – a count of total active Passes; (3) Pass summary – the current status of each Pass, the Pass number, and property fields to the extent completed by Administrator; and (4) action history – a summary of all changes made to Passes. Administrator may access this information at www.tap2ride.com/uta-partners by selecting “Reports.”

B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.

C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

D. Administrator Data. Administrator agrees to identify the type of user each Pass is issued to (employee or season passholder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service. Administrator will not provide names or other personal information to UTA in the property fields or in any other format.

E. Annual Ridership Report. The Authority will provide Administrator with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.

11. TERMINATION OF AGREEMENT. UTA may terminate this Agreement at any time by giving 30 days’ written notice of termination. Administrator may terminate this Agreement at any time by giving 30 days’ written notice, returning all Passes in its possession, and making an accounting and reconciliation if requested by UTA.

12. THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

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

14. COSTS AND ATTORNEY'S FEES. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney's fees and court costs shall be paid by the non-prevailing party.

15. NOTICES. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit "A" or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to: UTA
Amanda Burton
669 West 200 South
Salt Lake City, UT 84101
Tel: (801) 287-3320
E-mail: aburton@rideuta.com

If to Administrator:
Dave Cowley, Controller
ATTN: ~~Paul Jones, SERVICE~~
Snowbird, Utah 84092
tjones@snowbird.com *dcowley@snowbird.com*
Copy To:
Dave Fields, COO/GM / dfields@snowbird.com

Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. 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.

16. INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.

17. NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

18. DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering any amounts due under the Agreement, including court costs and reasonable attorney's fees after the Agreement has been terminated.

19. SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

20. AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

21. INDEMINIFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

22. GOVERNING LAW AND VENUE. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Utah, without giving effect to its conflict of laws provisions. Salt Lake County, Utah shall be the exclusive venue for litigation arising out of or relating to this Agreement.

23. WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

UTAH TRANSIT AUTHORITY

SNOWBIRD RESORT LLC

By: _____
~~Robert Biles~~ Steve Meyer
VP of Finance

By: _____
Tom Jones, Sr. VP/CFO

By: _____
Monica Morton
Fares Director

Approved As To Form:

UTA Legal Counsel

Detailed Contract Description & Purpose

Board Review and/or Approval Date: 12/12/2018

Action Requested: Motion to approve disbursement

Criteria: Disbursement over \$200,000 not on an approved contract

Check #: 341488

Contract Title:

Project Manager: Troy Bingham

Contract Administrator:

Impacted Areas: LRT Inventory

Included in budget? Yes

Procurement method: Lowest Bidder

Contractor: Siemens Mobility

Sole-Source Reason: N/A

Total Disbursement \$ 386,658
Qty & Unit price

Contract term (Months)

Contract options (Months)

Contract start date:

Contract end date:

Number of responding firms:

\$ Value of Next Lowest Bidder

Detailed Description & Purpose:

Supply Chain has implemented a forecasted inventory strategy for Light Rail Vehicle parts, that generates orders daily based on what maintenance staff has forecasted for the Light Rail Vehicle fleet. These orders generate purchase orders daily from \$1 to \$150,000 dollars based on lowest bidder responses to fulfill those orders. As those orders arrive at UTA, they are submitted for payment to Accounts Payable and occasionally those payments will go over \$200,000.

This disbursement is comprised of 41 purchase orders and invoices that were generated by Siemens from late July to the end of November 2018. The individual invoice charges range from \$33.50 to \$47,088. More detailed invoice information is on the attached check detail list.

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

Attachments: Contract routing sheet attached? N/A

Attachment - Check Detail List

Invoices from Siemens for Light Rail Vehicle Overhaul

<u>Invoice Number</u>	<u>Purchase Order</u>	<u>Invoice Due Date</u>	<u>Part Description</u>	<u>Payment Amount</u>
5610107314	1109755	11/8/2018	2 Neoprene Spacers	378.00
5610117913	UT13-036GL	10/18/2018	4 Modules	47,088.00
5610124010	1106738	7/29/2018	64 Thrust Washers	288.00
5610127013	1108305	8/22/2018	3 Press Switches	1,416.00
5610129719	1108339	9/15/2018	200 Bronze Bushings	2,800.00
5610129719	1108339	9/15/2018	180 Rubber Extrusions	11,196.00
5610130690	1107938	9/15/2018	8 Verticle Buffers	343.20
5610130690	1107938	9/15/2018	65 Shims	650.00
5610130691	1107938	9/15/2018	110 Shims	3,300.00
5610131122	1109014	9/19/2018	83 Shims	2,929.90
5610131122	1109014	9/19/2018	20 Wires	214.00
5610131124	1108408	9/19/2018	616 Compression Springs	23,677.50
5610131578	1103616	9/29/2018	28 Cover Force Cartridges	9,324.00
5610131579	1106663	9/29/2018	24 Spring Sleeves	370.80
5610133066	1107848	9/29/2018	100 Snap Locks	150.00
5610133067	1109084	9/29/2018	10 Yokes	20.00
5610133067	1109084	9/29/2018	5 Clamp Assemblies	33.50
5610134777	1109084	10/12/2018	2 Foot Latches	811.00
5610134778	1108874	10/12/2018	5 Brackets	1,975.00
5610134779	1106831	10/12/2018	1 Module	682.00
5610134822	1106663	10/12/2018	10 Housings	23,750.00
5610134823	1108874	10/12/2018	15 Fittings	670.50
5610134824	1108739	10/12/2018	4 Weld Plates	584.00
5610135152	1108545	11/23/2018	1 Dampner	219.00
5610135153	1108545	11/23/2018	1 Dampner	219.00
5610135154	1108496	11/23/2018	6 Air Registers	990.00
5610138805	1109960	11/8/2018	2 Displays	7,448.00
5610138806	1108874	11/8/2018	2 Feather Pot Bolsters	1,230.00
5610138807	1108795	11/8/2018	2 Control Units	892.00
5610138807	1108795	11/8/2018	4 Window Panes	6,228.00
5610139252	1110054	11/10/2018	2 Fuses	628.00
5610139432	182611	11/30/2018	24 Windows	30,240.00
5610139432	182611	11/30/2018	24 Windows	30,240.00
5610139432	182611	11/30/2018	24 Windows	30,240.00
5610139432	182611	11/30/2018	24 Windows	30,240.00
5610139432	182611	11/30/2018	24 Windows	30,240.00
5610139432	182611	11/30/2018	24 Windows	30,240.00
5610139768	1106738	11/15/2018	1 Trim Liner	440.00
5610140401	1108381	11/18/2018	2 Corner Sheets	4,122.00
5610140402	1109755	11/18/2018	5 Clamp Assemblies	33.50
5610140403	1109014	11/18/2018	4 Cable Clamps	605.50
5610140404	1106741	11/18/2018	50 Sliding Blocks	1,755.00
5610140405	1107737	11/18/2018	175 Shims	1,373.75
5610140546	UT17-2171TH	11/29/2018	Repair LRV 1146, 1113, 1025, & 1001	38,481.00
5610140946	1107290	11/23/2018	10 Labels	450.00
5610140946	1107290	11/23/2018	100 Shims	1,850.00
5610140947	1109348	11/23/2018	325 LF Neoprene Tape	7,735.00

Invoices from Siemens for Light Rail Vehicle Overhaul

<u>Invoice Number</u>	<u>Purchase Order</u>	<u>Invoice Due Date</u>	<u>Part Description</u>	<u>Payment Amount</u>
5610140948	1107938	11/23/2018	123 Straps	3,862.20
5610140949	1107737	11/23/2018	48 Shims	376.80
5610140950	1109586	11/23/2018	250 Bulbs	495.00
5610142560	1108408	12/5/2018	154 Flange Bearings	9,625.00
5610142561	1107374	12/5/2018	10 Gas springs	1,400.00
5610142562	1110091	12/5/2018	5 Trim Rings	324.50
5610142563	1109586	12/5/2018	65 Shims	1,738.10
5610142566	1109586	12/5/2018	4 J-Box Weldments	3,660.00
5610142980	1109252	12/7/2018	4 Lens Caps	72.40
5610142982	1107791	12/7/2018	2 Gas Struts	404.00
5610142983	1106449	12/7/2018	3 Screws	759.00
5620021778	1107831	11/13/2018	2 Stanchion2	(1,134.00)
5620022327	OC19050	11/13/2018	Gate Chopper	(13,595.00)
5620022391	OC19050	11/13/2018	Holder	(580.00)
5620022720	OC18310	11/13/2018	150 Cable Boxes	(9,541.00)
5620022965	1106738	11/28/2018	1 Trim Liner	(35.00)
5620022980	1108408	11/28/2018	1 Compression Ring	(38.50)
5610131124 CR		9/19/2018		38.50
5610139768 CR		11/15/2018		35.00

Detailed Contract Description & Purpose

Review and/or Approval Date: 12/12/2018

Action Requested: Pre-Procurement (information only)

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

Contract #: 18-02944	Contract Title: Depot District Hazardous Materials Management
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Project Manager: Greg Thorpe	Contract Administrator: Teresa Pickett
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Impacted Areas: FLHQ Depot District	Included in budget? Yes
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Procurement method: Best value (RFP)	Contractor: TBD
---	------------------------

Sole-Source Reason: N/A	Total Contract Value Qty & Unit price 300000-500000
--------------------------------	--

Contract term (Months) 36 months	Contract options (Months)
---	----------------------------------

Contract start date: 1/31/2019	Contract end date: 12/31/2021
---------------------------------------	--------------------------------------

Number of responding firms: TBD	\$ Value of Next Lowest Bidder TBD
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Detailed Description & Purpose:

As part of the construction of the Depot District UTA will need to have a pool of consultants available for hazardous materials oversight and any unforeseen subgrade features, asbestos and lead based paint remediation and oversight, and unforeseen historical artifact discoveries and mitigation. The estimated cost is based on previous work with the CNG building and published hourly rates for various consulting companies. Each consultant will be on an as need basis and have an hourly rate. The contract will run with the entirety of the project and have a ceiling amount not to exceed.

This procurement is part of the \$4,200,000 total amount previously approved for the project.

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

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

**SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN IMPLEMENTATION INTERLOCAL AGREEMENT**

THIS TRANSIT MASTER PLAN IMPLEMENTATION INTERLOCAL
AGREEMENT (“Agreement”) is made this ____ day of _____, 2018, by and between **UTAH
TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of
Utah (“UTA”), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation
 (“City”).

RECITALS

- A. Utah Code §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and
- B. UTA and the City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code §11-13-101, et seq., known as the “Interlocal Cooperation Act”); and
- C. The City and UTA both serve the transit-riding public in Salt Lake City; and
- D. UTA is responsible for the equitable distribution of transit service in the region, of which Salt Lake City is a major travel market; and
- E. UTA currently provides transit services to, from and within Salt Lake City at levels that reflect this equitable distribution of service; and
- F. The City adopted a Transit Master Plan (“Plan”) on the 5th day of December, 2017; and
- G. This Plan was jointly developed by UTA and the City and it is the Parties’ shared intent to implement the Plan over the next twenty years; and
- H. The Plan recommends a suite of transit improvements (the “Transit Improvements”), including the expansion of UTA’s current service level within the City to include higher frequencies, expanded service hours, and adjustments to alignments that UTA is able to provide with current financial resources; and
- I. The Transit Improvements also include alternative transportation programs enhancing first-mile/last-mile connections, capital improvements, and other improvements described in the Plan; and

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J. UTA and the City agree the Transit Improvements are complementary to UTA's current transit service and enhance each Party's goal of having attractive and effective transit service for people working, studying and living in and around Salt Lake City;

K. The City desires to fund the incremental costs associated with the addition of the Transit Improvements for building out infrastructure on City-sponsored routes to increase coverage and ridership, particularly in the City's downtown core for under-served areas, specifically the West side and other under-served areas of the City;

L. The City desires initially to prioritize funding the incremental costs associated with increased frequency of routes on 1000 North, 600 North, 200 South, 900 South, 2100 South, with routes on 400 South likely being the last routes initially implemented; and

M. This Agreement is intended to form the framework of how the Transit Improvements (including, without limitation, the currently planned and future potential frequent transit network service routes in the City) will be planned and coordinated by UTA and the City.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. **PURPOSE AND INTENT.** UTA and the City share a desire to grow and improve the transit system in which efficiencies are reinvested. UTA and the City recognize that the Plan's success is interdependent with the Wasatch Front Regional Council Regional Transportation Plan ("RTP") and that local and regional investments should be complementary to maximize the benefits of each. The coordinated planning of the Plan and the RTP should consider additional revenue sources that become available to fund the RTP during the term of this Agreement. UTA and the City desire to enable people and businesses to rely on transit and encourage permanence and stability in services. UTA and the City recognize the value of establishing a process for decision making and a methodology for calculating the cost of City-funded service enhancements. UTA and the City are implementing a plan driven by data analysis and public engagement, and transparency and accountability should shape the execution of the program. As such, it is the intent of the Parties to continue to work together to support the implementation of the Transit Improvements identified in the Plan. Both Parties have sustainability goals and agree to consider clean technologies (such as electric vehicles) and infrastructure in the implementation of the Plan, where feasible.

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2. **COOPERATION.** The City and UTA shall each designate a primary representative responsible for the implementation of this Agreement and shall each also provide additional subject matter experts to comprise a technical working group who will aid the primary representative. City and UTA staff will confer in good faith and regularly exchange relevant information to report progress to their respective organizations.

3. **FREQUENT TRANSIT NETWORK ROUTES.**

(a) As of the date this Agreement is executed, the term “Baseline Service” shall mean the level of transit service that UTA provides on the UTA change day immediately preceding the commencement of the initial City-sponsored service. “Baseline Service” will be re-evaluated on an annual basis based on then-current UTA service design guidelines, including propensity and productivity factors. The routes/frequency of routes identified by the City, in cooperation with UTA, to be sponsored by the City shall be identified as the frequent transit network routes (“FTN Routes”) and shall further depicted and described in addenda to this Agreement. Typical addendum content is shown in Exhibit “A.” UTA and the City shall coordinate the implementation of the FTN Routes with the RTP.

(b) No service shall be funded using the City funds provided pursuant to this Agreement except as described and depicted in an addendum issued in accordance with this Agreement. For each year that money is appropriated by the City to fund the FTN Routes, the Parties shall execute an addendum that identifies the City-sponsored FTN Routes and describes the City’s payment obligations (including the calculation of the Annual Service Mileage Cost as described in Section 5 of this Agreement). The Parties may, upon mutual agreement in writing, further modify the Addendum from time-to-time as necessary to implement this Agreement.

4. **UTA’S OBLIGATIONS WITH RESPECT TO FTN ROUTES.**

(a) UTA shall continue to manage and operate the FTN Routes. UTA shall be solely responsible for operations, management, administration, and service delivery functions, including provision of vehicles, vehicle maintenance, insurance, and accounting for the FTN Routes. Except as specifically provided herein, the City shall have no responsibility for the operations and management of the FTN Routes. The City shall have no responsibility for, nor authority or control with respect to, the supervision and management of any employees, third-party consultants, or UTA agents of any kind.

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(b) UTA shall accommodate specially branded bus stop signs at all UTA sign post and shelter locations that are located along the FTN Routes. UTA shall cause the production and, installation of the specially branded bus stop signs.

(c) UTA's obligations with respect to the FTN Routes are subject to UTA's receipt of the City Funding (as defined by and as provided in Section 6 of this Agreement).

(d) Nothing in this Agreement prohibits UTA from using other (non-City) funding sources to provide services in addition to, or complementary with, the FTN Routes. As additional revenue sources that become available to fund the RTP during the term of this Agreement, UTA shall, in cooperation with the City and other regional stakeholders, work to program additional funding to coordinate with and enhance the FTN Routes and other Transit Improvements.

(e) UTA shall annually calculate an annual cost (the "Annual Service Mileage Cost") for the FTN Routes in accordance with Section 5 below.

5. **CALCULATION OF ANNUAL SERVICE MILEAGE COST.** The Annual Service Mileage Cost shall be calculated annually and memorialized in the addendum executed by the City and UTA for the applicable period.

(a) The Annual Service Mileage Cost shall be derived from UTA's then most recently reported total bus operating expenses (the "Total BOE Amount"), as published in the National Transit Database ("NTD"), and as adjusted by the following methodology.

(b) The reported Total BOE Amount will first be adjusted to: (i) deduct total fuel expenses allocated to bus operations in the NTD reporting year as identified in UTA's financial statements for such year or as certified by UTA's Comptroller; and (ii) add the capital maintenance expenses allocated to bus operations in the NTD reporting year as identified in UTA's financial statements for such year or as certified by UTA's Comptroller. The resulting amount (after applying the deduction in item (i) above and the addition in item (ii) above) shall then be escalated at a rate equal to two and two-tenths percent (2.2%), per year, from the NTD reporting year to the upcoming service year. The adjusted and escalated number will be known as the "Adjusted BOE Amount."

(c) The Adjusted BOE Amount shall then be divided by the total annual bus miles most recently reported in the NTD to determine an "Adjusted Per Mile BOE Rate."

(d) The Adjusted Per Mile BOE Rate includes administrative and overhead costs.

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The Adjusted Per Mile BOE Rate shall be discounted by a fixed percentage to reflect the administrative and overhead expenses that would be incurred by UTA regardless of the FTN Routes. For the purposes of this Agreement, the discount applied to the Adjusted Per Mile BOE Rate shall be determined based on the total sponsored revenue miles in accordance with the table attached as Exhibit “B.”

(e) After application of the administrative and overhead discount set forth in Section 5(d), the Adjusted Per Mile BOE Rate shall be multiplied by the total sponsored revenue miles to arrive at the “Service Mileage Cost, Without Fuel or Paratransit Costs.”

(f) A charge for paratransit service shall then be added. The charge for paratransit services shall a sum equal to a fixed percentage of the Service Mileage Cost, Without Fuel or Paratransit Costs. The percentage factor applied to determine the paratransit service charge shall be determined by dividing the most recently reported NTD Annual Vehicle Revenue Service Hours for Demand Response services by the most recently reported NTD Annual Vehicle Revenue Service Hours for Bus, Commuter Bus and Light Rail transportation modes.

(g) The estimated fuel costs for the total sponsored revenue miles shall then be added to determine the “Annual Service Mileage Cost.”

(h) The methodology for calculating the Annual Service Mileage Cost is set forth in Exhibit “C.”

6. CITY OBLIGATIONS WITH RESPECT TO FTN ROUTES.

(a) The City shall contribute funding (the “City Funding”) to UTA to support the operation of the FTN Routes. The City Funding shall consist of: (i) a mobilization charge (as applicable) to be set forth in the annual addendum, which mobilization charge shall reflect one-time costs to be incurred by UTA with respect to FTN Routes and which must be paid no less than eight (8) months prior to the commencement of new service with respect to the FTN Routes; (ii) capital lease charges for the new buses necessary to support the FTN Routes; (iii) the Annual Service Mileage Cost; and (iv) other costs, as may be agreed between the City and UTA. The total amount of City Funding during any year shall not exceed the amount set forth in the applicable addendum.

(b) All City Funding is subject to the annual appropriation by the City’s legislative body. The City shall notify UTA of the appropriated funding for each upcoming year, as soon as such information is publicly available.

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(c) The City shall have the right to construct new bus stops with respect to the FTN Routes. Any bus stops constructed by the City must comply with the siting requirements and minimum standards set forth in UTA's Bus Stop Master Plan. The City may include additional functional and artistic amenities with respect to the bus stops. However, any incremental maintenance costs associated with additional amenities will be: (i) determined through negotiation prior to the construction of the bus stops; and (ii) funded by the City pursuant to subsequent addenda through the remaining term of this Agreement.

7. **INVOICING AND PAYMENT.** UTA shall submit invoices for mobilization charges in accordance with each addendum. UTA shall submit invoices for the monthly capital lease charge for buses supporting the FTN routes thirty (30) days prior to the date that UTA is required to pay such monthly lease charges. UTA shall also submit monthly invoices to the City for Annual Service Mileage Cost in a monthly amount equal to one-twelfth (1/12) of the total Annual Service Mileage Cost. Monthly charges for each component of the City Funding may be combined on invoices, as appropriate. The City shall pay all approved invoices within thirty (30) days of receipt. If the City does not approve an invoice, a written explanation of disputed items will be sent within ten (10) business days of the City's receipt of the invoice. The City agrees not to withhold approval of any invoice amounts unreasonably, and further agrees to cooperate with UTA in good faith to resolve disputes concerning invoices in an expeditious manner. Undisputed amounts will be paid within thirty (30) days of receipt. Any undisputed amounts which are not paid within thirty (30) days of receipt shall accrue interest at a rate equal to the higher of two percent (2%) or the daily Public Treasurer's Investment Fund interest rate.

8. **SIGNIFICANT CHANGES IN FUEL COSTS.** Fuel is included in the Annual Service Mileage Cost. As described in Section 5, the Annual Service Mileage Cost will be calculated by UTA, and paid by the City, based on UTA's budgeted fuel costs for the period covered by the applicable addendum. Except as provided below, the Annual Service Mileage Cost shall be based on budgeted, and not actual, fuel costs. Notwithstanding the foregoing, the Annual Service Mileage Cost shall be subject to a semi-annual "true-up" payment/credit in the event that the average daily fuel costs for any six-month period covered by an addendum varies from the budgeted cost by more than thirty percent (30%).

9. **ADDITIONAL TRANSIT IMPROVEMENTS.** The City and UTA may use

this Agreement, and the addenda contemplated hereunder, to address commitments with respect to other elements of the Transit Improvements (beyond the FTN Routes), as mutually agreed.

10. **ALTERNATIVE SOURCES OF FUNDING.** Nothing in this Agreement shall prevent either Party from collecting contributions, fees or other funding to help defray the cost of the Transit Improvements. UTA shall not be a party to the assessment or collection of such special contributions, fees, or funding and shall not receive any direct allocation of or credit for such special fees or contributions collected by the City. The City Funding and any additional funding provided by the City shall be used solely to supplement UTA funding of the Transit Improvements and will not be used to supplant any funding for the Baseline Service.

11. **RECORDS.** UTA will maintain full and complete financial records and detailed operations information regarding the FTN Routes and any other Transit Improvements funded by the City pursuant to this Agreement. City shall have access to all financial information regarding the FTN Routes upon request.

12. **PERFORMANCE ASSESSMENT.** The Transit Improvements performance will be monitored during the term of this Agreement based upon the metrics derived from the goals set forth in the Plan including, but not limited to, the following:

- (a) Improve Air Quality.
- (b) Increase Transit Ridership.
- (c) Provide a Safe and Comfortable Transit Access and Waiting Experience.
- (d) Provide Access and Opportunity to Vulnerable Populations.
- (e) Create Economically Vibrant, Livable Places the Support Use of Transit.

Representatives from the Parties shall meet regularly to exchange relevant information and discuss performance related issues.

13. **DISPUTE RESOLUTION.** The Parties will use the Plan as the basis for their goals and decisions, especially where there is a lack of consensus between the Parties. Where applicable, the Plan includes metrics that may provide objective, data-driven guidance in decision-making. Withdrawal from this Agreement should be a last resort following a good-faith effort toward resolution at both the project level.

14. **TERM.** The term of this Agreement is intended to run concurrently with the Plan, which has a 20-year horizon, and shall be deemed to have begun on the Effective Date and shall remain in effect until June 30, 2039, unless terminated earlier by either Party. If the

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Parties decide to continue to provide funding and service for some but not all of the Transit Improvements, this Agreement shall remain in effect only as to those routes specifically funded, as provided specifically in the exhibits.

15. **TERMINATION.** Either Party may terminate this Agreement on twelve (12) months written notice to the other Party, which enables appropriate changes in service to be made with the UTA change day process.

16. **STATUS OF PARTIES.**

(a) Independent Contractors. The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in the Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between UTA and the City. Any approval, review, inspection, direction or instruction by UTA or any party on behalf of UTA shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

(b) Insurance. As between the Parties, UTA shall be responsible for all applicable federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees, as well as any subcontractor or vendor. UTA shall be solely responsible for its own actions, its employees and agents.

(c) Legal Advice. As independent parties, UTA and the City shall be responsible for each obtaining its own legal services/advice.

17. **GOVERNMENTAL IMMUNITY.** Each of the Parties is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

18. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly agree that

enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but not limited to subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. **FINANCIAL OBLIGATIONS SUBJECT TO APPROPRIATIONS.** This Agreement does not contain any multiple-fiscal year financial obligations by either party that extend beyond its current fiscal year, that are not subject to annual appropriation of sufficient funds by its governing body. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

20. **LEGAL AUTHORITY.** The City and UTA represent and warrant to each other that they have all necessary authority to enter into this Agreement and to perform their obligations hereunder and that this Agreement does not conflict with any other agreement that each Party is subject or to which it may be bound. The person signing and executing this Agreement on behalf of either Party represents that he/she has been fully authorized to execute this Agreement and to validly and legally bind a Party to all the terms, performances and provisions herein set forth.

21. **NO ASSIGNMENT.** Except as otherwise provided in the Agreement, neither party may assign the Agreement and/or any of its rights and obligations hereunder without the written consent of the other Party.

22. **WRITTEN AMENDMENTS.** This Agreement may be modified or amended only by a written document duly executed by both Parties.

23. **NOTICES.** Correspondence regarding this Agreement shall be sent to:

If to UTA:

Utah Transit Authority
Attn:
669 West 200 South
Salt Lake City, Utah 84101

With a copy to:

Managing Attorney
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

If to City:

With a copy to:

Department of Community and Neighborhoods
Transportation Division
349 South 200 East, Suite 450
P.O. Box 145502
Salt Lake City, Utah 84114-5502

City Attorney's Office
451 South State Street, Rm 505A
Salt Lake City, Utah 84111

The addresses or contacts may be changed by the Parties by written notice.

24. **EXHIBITS.** The exhibits attached hereto and specifically incorporated herein by reference are as follows.

- (a) Exhibit "A" Typical Addendum Template
- (b) Exhibit "B" Table for Determining Administrative Discount Based on Total Sponsored Revenue Miles
- (c) Exhibit "C" Methodology for Calculating Annual Service Mileage Cost

25. **ENTIRE AGREEMENT.** The terms and provisions of this Agreement, including but not limited to the Recitals above and the Exhibit(s) incorporated by reference herein, represent the entire understanding of the Parties with respect to the subject matter of this Agreement, and merge, incorporate and supersede all prior communications between the City and UTA concerning that subject. No representations or warranties are made by the City or UTA except as set forth herein.

26. **WAIVER AND BREACH.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

27. **GOVERNING LAW; VENUE.** Each and every term, provision, condition, of this Agreement is subject to the provisions of Utah law. This Agreement is subject to such modifications as may be required by changes in Utah or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Venue for any action arising hereunder shall be in the Salt Lake City District Courts for the State of Utah.

28. **SEVERABILITY.** The Parties expressly agree that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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29. **COUNTERPARTS.** This Agreement shall be executed in two counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

30. **INTERLOCAL ACT REQUIREMENTS.**

(a) This Agreement shall be approved by each party pursuant to §11-13-202.5 of the Interlocal Act;

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

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

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

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the UTA Board of Trustees and Salt Lake City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

(f) Either party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(g) Voting of each Party shall be based on one vote per Party.

(h) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

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WHEREFORE, the Parties have entered into this Agreement as of the date executed and approved by each of the Party's governing body.

CITY:

APP

SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

UTA:

UTAH TRANSIT AUTHORITY, a Utah
public transit district organized under the laws

By: _____

Its: _____

By: _____

Its: _____

APPROVED AS TO FORM:
UTA Legal Counsel

By: _____

Date signed: _____

**ADDENDUM NO. 1
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT**

This Addendum No. 1 (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of December, 2018, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On _____, 2018, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. As contemplated in Section 3 of the ILA, the City, in cooperation with UTA, has tentatively identified three corridors for City-sponsored frequent transit network routes (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2019 change day until the next succeeding August change day. The corridors are depicted in Attachment A to this Addendum. The service characteristics of the FTN Routes, the additional vehicles necessary to support the FTN Routes, and the Annual Service Mile Charge (as such term is defined in the ILA) applicable to the FTN Routes shall all be memorialized pursuant to an additional addendum to be subsequently executed by the parties.

2. Pursuant to Section 6 of the ILA, UTA has identified a mobilization charge reflecting the one-time costs to be incurred by UTA with respect to new FTN Routes. The components of the mobilization charge are itemized in Attachment 2 to this Addendum. The mobilization charge shall be paid to UTA no later than _____.

3. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

4. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

5. This Addendum will be effective upon full execution by both Parties.

IN WITNESS WHEREOF, the Parties have entered into this Addendum effective the date first set forth herein.

[Signature pages to Addendum No. 1 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

UTA Legal Counsel

DRAFT

[Signature pages to Addendum No. 1 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

ATTACHMENT A
Description of FTN Routes
For This Addendum No. 1

DRAFT

ATTACHMENT B
Funding for Mobilization
For This Addendum No. 1

DRAFT

ADDENDUM NO. __
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT

This Addendum No. __ (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ___ day of December, 2018, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On _____, 2018, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified as the City-sponsored frequent transit network routes (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2019 change day until the next succeeding August change day.

2. The description of those FTN Routes is set forth in Attachment 1.

3. The description of the Baseline Services is set forth in Attachment 2.

4. The calculation of the Annual Service Mile Charge for the City-sponsored FTN Routes is set forth in in Attachment 3.

5. The final routing and implementation of the FTN Routes shall be determined in accordance with all applicable laws, regulations and policies regarding transit service planning (including, without limitation, Title VI of the Civil Rights Act) and operational considerations shall be addressed in consultation with the City.

6. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

7. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

8. Any capitalized terms that are not specifically defined in this Addendum shall have the meanings set forth in the ILA.

9. This Addendum will be effective _____.

IN WITNESS WHEREOF, the Parties have entered into this Addendum effective the date first set forth herein.

[Signature pages to Addendum No. __ to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

UTA Legal Counsel

DRAFT

[Signature pages to Addendum No. __ to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

ATTACHMENT A
Description of FTN Routes
For This Addendum No. __

DRAFT

ATTACHMENT B
Baseline Service
For This Addendum No. __

DRAFT

ATTACHMENT C
Funding for Transit Service
For This Addendum No. __

DRAFT