



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, April 23, 2025**

**9:00 AM**

**FrontLines Headquarters**

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The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

**For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.**

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Ann Green-Barton
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of April 9, 2025, Board Meeting Minutes
6. **Reports**
  - a. Executive Director Report Jay Fox
    - UTA Recognition - UTA Police Department - Social Enterprise Award
    - UTA Recognition - Sgt. Watanabe and James Cragun
  - b. Strategic Plan Minute: Achieving Organizational Excellence through Implementing WorkDay and Trapeze Jay Fox
  - c. Discretionary Grants Report Tracy Young
  - d. Capital Program Report - First Quarter 2025 David Hancock  
Daniel Hofer
  - e. 2024 Annual Transit-Oriented Communities Report and Real Estate Inventory Paul Drake  
Spencer Burgoyne
7. **Resolutions**
  - a. R2025-04-02 - Resolution Authorizing the Execution of Grant Agreements for Specified Projects Tracy Young  
Gregg Larsen

**8. Contracts, Disbursements and Grants**

- |    |  |                  |
|----|--|------------------|
| a. | Contract: Brake Caliper Overhaul - S70 Light Rail Vehicles (Wabtec Passenger Transit)  | Kyle Stockley    |
| b. | Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Bank of America Securities)  | Brian Reeves     |
| c. | Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Jefferies LLC)   | Brian Reeves     |
| d. | Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Wells Fargo Bank, N.A.)  | Brian Reeves     |
| e. | Contract: Operator Restroom - Roy Center Station (Cal Wadsworth Construction)  | Jared Scarbrough |
| f. | Change Order: On-Call Systems Maintenance Contract Task Order #25-008 - University Line OCS Upgrades and Traction Power Maintenance (Rocky Mountain System Services) | Jared Scarbrough |
| g. | Pre-Procurements <ul style="list-style-type: none"><li>- Utah County Park and Rides</li><li>- AdvanceTec Industries, Mobile Radio Development and Hardware</li></ul> | Todd Mills       |

**9. Discussion Items**

- |    |  |   |
|----|--|---|
| a. | Sustainable Service Delivery System Update | Jay Fox<br>Kim Shanklin                     |
| b. | Potential Financing Opportunities          | Viola Miller<br>Brian Reeves<br>Brian Baker |

**10. Other Business**

Chair Carlton Christensen

- |    |  |
|----|--|
| a. | Next Meeting: Wednesday, May 14, 2025 at 9:00 a.m. |
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**11. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate formats upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - <https://rideuta.legistar.com/Calendar.aspx>

- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
  - o Use this link - [https://bit.ly/UTA\\_BOT\\_04-23-25](https://bit.ly/UTA_BOT_04-23-25) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter (one person's time may not be combined with another person's time).
  - o Distribution of handouts or other materials to meeting participants or attendees is not allowed.
  - o To support a respectful meeting environment, actions or words that disrupt the meeting, intimidate other participants, obstruct the view or hearing of others, or may cause safety concerns are not allowed.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – please specify that your comment is for the upcoming Board of Trustees meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, April 22nd will be distributed to board members prior to the meeting and added to the public record.
- Meetings are audio and video recorded and live-streamed.
- Members of the Board of Trustees and meeting presenters will participate in person, however, trustees may join electronically, as needed, with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Curtis Haring, Board Manager  
**FROM:** Curtis Haring, Board Manager

**TITLE:**

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**Approval of April 9, 2025, Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the April 9, 2025, Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Public Meeting Web Portal on Wednesday, April 9, 2025, at 9:00 a.m.

Minutes from the meeting document the actions of the Board and summarize the discussion that took place during the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/985001.html>](https://www.utah.gov/pmn/sitemap/notice/985001.html) and video feed is available through the [UTA Public Meeting Portal <https://rideuta.granicus.com/player/clip/358>](https://rideuta.granicus.com/player/clip/358).

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**ATTACHMENTS:**

1. 2025-04-09\_BOT\_Minutes\_unapproved





# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, April 9, 2025**

**9:00 AM**

**FrontLines Headquarters**

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**Present:** Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

**1. Call to Order and Opening Remarks**

(Note: The meeting start time was delayed due to technical difficulties.)

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:12 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Jared Scarbrough, UTA Director of Capital Design & Construction, delivered a brief safety message.

**4. Public Comment**

**In Person/Virtual Comment**

No in person or virtual comment was given.

**Online Comment**

No online comment was received.

(Note: Public comment was also revisited after agenda item 7.a. due to the technical difficulties experienced at the start of the meeting.)

**5. Consent**

**a. Approval of March 26, 2025 Board Meeting Minutes**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda. The motion carried by a unanimous vote.

**6. Reports****a. Executive Director Report****- 2026 APTA Mobility in Salt Lake City****2026 APTA Mobility in Salt Lake City**

Kim Shanklin, UTA Chief of Staff to the Executive Director, reported the American Public Transportation Association (APTA) Mobility Conference and International Bus Roadeo will be held in Salt Lake City in 2026.

**b. Strategic Plan Minute: Exceeding Customer Expectations - Establish Transit Connection Program**

Kim Shanklin highlighted statistics from the transit ambassador pilot program. The pilot program proved successful, and the agency is now establishing a formal transit connection program.

Discussion ensued during which Shanklin clarified the program will be focused solely on the TRAX Blue Line.

**c. Financial Report - February 2025**

Viola Miller, UTA Chief Financial Officer, reviewed the following:

- Financial dashboard
- Sales tax revenue
- Sales tax collections by county
- Passenger revenues
- Full-time equivalent (FTE) staffing
- Operating financial results
- Capital spending by chief office
- Capital year-to-date spending
- Capital funding sources
- Accounts payable, procurement, and fares metrics

Discussion ensued. Questions on operator staffing levels, grant funding, and accounts payable timelines were posed by the board and answered by staff.

**d. Quarterly Disbursement Report - Non-inventory Vendors - Q4 2024**

(Note: Agenda items 6.d. and 7.a. were discussed simultaneously.)

Viola Miller was joined by Robert Lamph, UTA Comptroller, and Eric Barrett, UTA Deputy Comptroller.

Barrett provided information on non-inventory vendor disbursements for the fourth quarter of 2024. Authorization levels were exceeded for the following five vendors:

- Utah Office of the Attorney General for legal services
- U.S. Department of Treasury for remittance of payroll taxes
- Utah County for bond debt service
- Utah Office of Recovery Services for child support payments withheld from employees
- First Net for cellular services on revenue vehicles

Staff requested ratification of the 2024 disbursements in this meeting through resolution R2025-04-01.

## 7. Resolutions

### a. **R2025-04-01 - Resolution Ratifying 2024 Expenditures and Disbursements and Granting 2025 Expenditure and Disbursement Authority to Non-Inventory Vendors**

Viola Miller was joined by Robert Lamph and Eric Barrett.

Miller explained the resolution, which ratifies 2024 expenditures and disbursements and grants 2025 expenditure and disbursement authority to non-inventory vendors. Specifically, the resolution ratifies 2024 disbursement amounts that exceeded prior authorization given in resolution R2025-01-02 (Approved by the Board of Trustees on January 15, 2025). In addition, the resolution increases 2025 expenditure and disbursement authority to reflect anticipated 2025 expenses.

Miller also described process improvements that were implemented to more accurately track future expenditures and disbursements.

Discussion ensued. Questions on process improvements, budget impacts of overages, and Utah County bond debt service payments were posed by the board and answered by staff.

NOTE: Information related to vendors and expenditure totals is included in the meeting packet.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

## 4. Public Comment

Public comment (agenda item 4) was revisited at this juncture due to the technical difficulties experienced at the start of the meeting. No public comment was given.

## 8. Contracts, Disbursements and Grants

### a. **Contract: FAREPAY Service Contract (Interactive Communications International, Inc.)**

Monica Howe, UTA Fares Director, was joined by Kensey Kunkel, UTA Special Project

Manager - Fares.

Kunkel requested the board approve a \$412,747 contract with Interactive Communications International, Inc. for distribution and other services associated with the FAREPAY card program. The contract has a three-year term.

Discussion ensued. Questions on FAREPAY card distributors were posed by the board and answered by Kunkel.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

**b. Contract: 2025 Rideshare Van Order (Larry H. Miller Chevrolet)**

Daniel Hofer, UTA Director of Capital Programs & Support, requested the board approve a \$510,000 contract with Larry H. Miller Chevrolet for the purchase of 10 Vanpool vehicles.

Discussion ensued. A question on vehicle delivery times was posed by the board and answered by Hofer.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this Procurement contract be approved. The motion carried by a unanimous vote.

**c. Contract: 2025 Rideshare Van Order (Tony Divino Toyota)**

Daniel Hofer requested the board approve a \$1,185,000 contract with Tony Divino Toyota for the purchase of 30 Vanpool vehicles.

Discussion ensued. A question on the vehicle type was posed by the board and answered by Hofer.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

**d. Contract: Police Vehicle Replacements (Young Auto Group)**

Dalan Taylor, UTA Chief of Police & Public Safety Manager, requested the board approve a \$820,496 contract with Young Auto Group for the purchase of 16 patrol vehicles.

Discussion ensued. Questions on the police vehicle fleet age were posed by the board and answered by Taylor.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

**e. Contract: Police Vehicle Upfitting (Vehicle Lighting Solutions)**

Dalan Taylor requested the board approve a \$284,480 contract with Vehicle Lighting

Solutions for police vehicle upfitting on 16 new patrol vehicles.

Discussion ensued. A question on the timeline for upfitting the vehicles was posed by the board and answered by Taylor.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

**f. Contract: Stipulation for Final Judgment - OGX Parcels 155-158 (Lex Rex Investments, LLC)**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Spencer Burgoyne, UTA Manager of Property Administration, and Tim Merrill, Assistant Attorney General.

Drake requested the board approve a disbursement on a stipulation for final judgment in the amount of \$839,000 for the partial acquisition of parcels 155-158 from Lex Rex Investments, LLC along the Ogden Express (OGX) alignment.

Discussion ensued. Questions regarding cost were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this disbursement on the stipulation for final judgment be approved. The motion carried by a unanimous vote.

**g. Revenue Contract: Transit Transportation Investment Program Funds (TTIF) Cooperative Agreement for the 5600 West Bus Route Project (Utah Department of Transportation)**

Jared Scarbrough was joined by Tracy Young, UTA Grants Director, and Ethan Ray, UTA Project Manager II.

Young requested the board approve a \$20,520,000 revenue contract with the Utah Department of Transportation (UDOT) for TTIF funds allocated to the 5600 West bus route project.

Discussion ensued. Questions on the local match, project design, and construction status on the 5600 West project were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this revenue contract be approved. The motion carried by a unanimous vote.

**h. Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-003 - Rice Interlocking Construction (Stacy and Witbeck, Inc.)**

Jared Scarbrough requested the board approve a \$2,457,496 change order to the contract with Stacy and Witbeck, Inc. for state of good repair work on the Rice interlocking on the TRAX Red Line.

Discussion ensued. A question on service adjustments during construction was posed by the board and answered by Scarbrough.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

i. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-021 - 2025 Other Track Material and Rail Procurement (Stacy and Witbeck, Inc.)**

Jared Scarbrough requested the board approve a \$1,045,584 change order to the contract with Stacy and Witbeck, Inc. for the procurement of rail and other track material for planned state of good repair projects.

The total contract value, including both change orders addressed in this meeting, is \$12,399,791.

Discussion ensued. Questions on sourcing rail were posed by the board and answered by Scarbrough.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

j. **Change Order: Battery Electric Buses and Associated Charging Equipment Modification No. 07 - Charging Equipment for MVX (Gillig, LLC)**

Jared Scarbrough requested the board approve a \$764,100 change order to the contract with Gillig, LLC for the purchase two additional electric bus chargers for the Midvalley Express (MVX) project. The total contract value, including the change order, is \$53,242,906.84.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

k. **Pre-Procurements**

- **Landscape Maintenance - Facilities**
- **Vendor Managed Inventory Services - Rail parts**

Todd Mills, UTA Director of Supply Chain, indicated the agency intends to procure the goods and/or services specified on the meeting agenda.

Discussion ensued. A question on the landscape services contract start date was posed by the board and answered by Mills.

9. **Service and Fare Approvals**

a. **Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events "HASE")**

Monica Howe requested the board approve a \$12,326 special events and police service

revenue agreement with High Altitude Special Events (HASE) for ticket-as-fare transit access and police support during the Salt Lake City Marathon.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this special events and police service revenue agreement be approved. The motion carried by a unanimous vote.

**10. Budget and Other Approvals**

**a. TBA2025-04-01 - Technical Budget Adjustment - 2025 Capital Program**

Viola Miller was joined by Daniel Hofer.

Hofer requested the board approve a technical budget adjustment to transfer a total of \$26,073,000 among 88 projects, including capital contingency. The adjustment will aid in delivery of work that was not completed in 2024 and better align planned projects for 2025. The adjustment has a neutral effect on the budget and will not impact UTA's fund balance.

Discussion ensued. Questions on project funding implications were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this technical budget adjustment be approved. The motion carried by a unanimous vote.

**11. Other Business**

- a. Next Meeting: Wednesday, April 23, 2025 at 9:00 A.M.

**12. Closed Session**

**a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation**

Chair Christensen indicated there were matters to be discussed in closed session related to pending or reasonably imminent litigation. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:38 a.m.

The meeting reconvened in closed session at 10:45 a.m.

**13. Open Session**

Chair Christensen reconvened the meeting in open session at 11:04 a.m.

**14. Potential Action Item****a. Settlement Agreement - Henshaw v UTA**

Brian Reeves, UTA Associate Chief Financial Officer, was joined by David Wilkins, Assistant Attorney General, and Mitsuru “Mitch” Nielsen, UTA Claims Administrator.

Reeves requested the board approve a \$300,000 settlement agreement in the matter of Henshaw v. UTA.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this settlement agreement be approved. The motion carried by a unanimous vote.

**15. Adjourn**

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:06 a.m.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmn/sitemap/notice/985001.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/358?view\\_id=1&redirect=true](https://rideuta.granicus.com/player/clip/358?view_id=1&redirect=true).

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Jay Fox, Executive Director

**TITLE:**

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**Executive Director Report**

- UTA Recognition - UTA Police Department - Social Enterprise Award
- UTA Recognition - Sgt. Watanabe and James Cragun

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Jay Fox, Executive Director, will provide the following:

- UTA Recognition - UTA Police Department - Social Enterprise Award (Patrick Preusser, Dalan Taylor)
  - UTA Recognition - Sgt. Watanabe and James Cragun (Patrick Preusser, Dalan Taylor)
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# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Jay Fox, Executive Director

**TITLE:**

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**Strategic Plan Minute: Achieving Organizational Excellence through Implementing WorkDay and Trapeze**

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

At the end of 2022, UTA adopted its 2022-2030 Strategic Goals and Objectives. The strategic minute provides an update on one of the five UTA strategic priorities - Quality of Life, Customer Experience, Organizational Excellence, Community Support, and Economic Return.

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**DISCUSSION:**

This strategic minute represents our Achieving Organizational Excellence strategic priority. We have defined our success statement for organizational excellence as UTA's well-resourced workforce excels, innovates and demonstrates empowerment.

As we evaluated which areas of the organization required additional resourcing and innovating, we focused on our mission critical technology systems. Last year we embarked on designing a new Human Resource Information System (HRIS) via WorkDay and began designing and implementing our Workforce Management System and Enterprise Asset Management System through Trapeze. This report will highlight some key milestones associated with the implementation and change management of these critical technologies.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

None



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Select a meeting body.  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Tracy Young, Grants Director

**TITLE:**

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**Discretionary Grants Report**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Board Policy 2.2 Contract Authority, Procurement and Grants states that any discretionary grant pursued by the Authority will be consistent with the Authority's mission and strategic priorities. The policy also requires that the Executive Director notify the Board of Trustees if a discretionary grant of \$200,000 or more is being sought. This report on upcoming and in-process discretionary grant applications provides the Board an opportunity to be informed and give input on proposed grant applications.

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**DISCUSSION:**

Tracy Young, Grants Director will provide a grants update. This grant update is providing information on 10 proposed grant applications.

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**ALTERNATIVES:**

NA

**FISCAL IMPACT:**

Local match for requested grants will come from existing UTA capital project budgets

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**ATTACHMENTS:**

NA



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Dave Hancock, Chief Capital Services Officer  
**PRESENTER(S):** Dave Hancock, Chief Capital Services Officer  
Daniel Hofer, Director- Capital Programming and Support

**TITLE:**

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**Capital Program Report - First Quarter 2025**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

The UTA Board of Trustees approves UTA capital projects, the capital budget, and the Five-Year Capital Plan annually. The Board has requested regular (at least quarterly) reports on the status of the agency's capital program.

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**DISCUSSION:**

UTA Capital Services staff will update the Board of Trustees on progress of the 2025 Capital Program thru Q1. Updates will include overviews of the 2025 capital budget and spend, highlight project progress and anticipated asset receivables, as well as discuss the overall outlook for 2025.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Dave Hancock, Chief Capital Services Officer  
**PRESENTER(S):** Paul Drake, Director of Real Estate & TOC  
Spencer Burgoyne, Manager Property Administration

**TITLE:**

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**2024 Annual Transit-Oriented Communities Report and Real Estate Inventory**

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion - No action required.

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**BACKGROUND:**

Per UTA Board of Trustees Policy, the Executive Director and the UTA Real Estate Department have prepared the 2023 Annual Transit-Oriented Communities Report and Real Estate Inventory.

**Board of Trustees Policy No. 5.2, Section B:**

"The Executive Director must present an annual report to the Board of Trustees that includes an inventory of real property and a summary of property acquisitions and dispositions occurring since the previous year report. The Authority will classify real property as Transit Critical, Transit-Oriented Development, or Surplus."

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**DISCUSSION:**

Staff will present the annual Transit-Oriented Communities Report and Real Estate Inventory to the Board

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**ALTERNATIVES:**

Not applicable

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**FISCAL IMPACT:**

Not applicable

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**ATTACHMENTS:**

2024 Annual Transit-Oriented Communities Report and Real Estate Inventory

Annual Report to the  
**UTA Board of Trustees**

In compliance with  
Board of Trustees Policy No. 5.2 Section B

**Transit-Oriented Communities Report  
and  
Real Estate Inventory**

2024



# Executive Summary

## Purpose

This annual report is provided to the UTA Board of Trustees (the “Board”) as information regarding UTA’s Transit-Oriented Communities (“TOC”) activities and real property holdings. It is prepared and submitted to the Board to comply with the following Board of Trustees Policies (“BTP”):

BTP 5.2: “The Executive Director must present an annual report to the Board of Trustees that includes an inventory of real property and a summary of property acquisitions and dispositions occurring since the previous year report. The Authority will classify real property as Transit Critical, Transit-Oriented Development, or Surplus.”

## Annual TOC Report

This report includes a summary of UTA’s TOC activities including development, investment, and revenue data associated with active projects. Those projects include TOD’s at the Sandy Civic Center TRAX Station, the Jordan Valley TRAX Station, the South Jordan FrontRunner Station, the 3900 South Meadowbrook TRAX Station, and the Clearfield FrontRunner Station. Also included is a list of Station Area Plans (SAPs) completed, certified, or adopted in 2024.

Like the prior year's report, this report does not include results of the TOD System Analysis Tool. State legislation in 2022 required all cities with a fixed-guideway transit station to perform a SAP. SAPs include Implementation Plans that describe the process for preparing sites for development and are a more reliable indicator of TOD-readiness. Rather than relying on the TOD System Analysis Tool for site selection, "the Authority analyzes findings from SAPs, including feasibility of the Concept Plan and progress of the Implementation Plan, to determine if sites are prepared for development efforts" (BTP 5.1).

UTA and its partners have thirteen phases of TOD, plus associated infrastructure, completed or under construction. These projects total 1,518 residential units, including 126 affordable units, 570,000 square feet of office, 50,000 square feet of retail, and a 192-room hotel. This constitutes nearly \$470 million in third-party investment and over \$44.9 million in UTA capital. UTA’s revenue to date totals \$49.8 million.

UTA continues to partner with communities, metropolitan planning organizations, and other key stakeholders to further transportation and land use planning efforts around transit hubs. Communities have made significant progress to meet the requirements of 2022’s House Bill 462 and are making substantive decisions to encourage transit-supportive development.

## Real Estate Inventory

UTA owns and manages 2,388 acres of property. UTA acquired 167,862 square feet and disposed of 195,362 square feet (4.5 acres) of property for a net decrease of 27,500 square feet (0.6 acres). Properties were purchased for OGX, the Bus Rapid Transit system in Ogden, and to preserve corridor for future transit expansion. Significant additional property was purchased in support of the Mid-Valley Express (MVX) that will not be owned by UTA and are, therefore, not included in this report. The disposed property was a home site that was purchased, subdivided from the portion needed for corridor, and sold. Also included in this report is a listing of each UTA-owned property, including its classification, square footage, location, and other key data. Other UTA property interests are also summarized.

## 2024 Transit-Oriented Communities (TOC) Annual Report

Development Data							Investment Data			Revenue Data			
Phase	Residential	ffordable Units	Office	Retail	Hotel		Property Contributed	UTA Capital	Third-Party Investment	2017-2022 Revenue	2023 Revenue	2024 Revenue	Revenue to Date
Sandy Civic Center "The East Village"	Phase 1	269 units	0 units	0 sf	5,000 sf	0 rooms	5.29 acres	\$ 1,382,072	\$ 39,746,097	\$ 3,578,054	\$ -	\$ -	\$ 3,578,054
	Phase 2	0 units	0 units	60,000 sf	0 sf	0 rooms	2.37 acres	\$ 619,423	\$ 11,200,277	\$ 1,035,136	\$ -	\$ -	\$ 1,035,136
	Phase 3	67 units	0 units	0 sf	0 sf	0 rooms	0.75 acres	\$ 196,804	\$ 15,249,677	\$ 1,167,477	\$ -	\$ -	\$ 1,167,477
	Phase 4	0 units	0 units	150,000 sf	0 sf	0 rooms	6.50 acres	\$ 1,698,840	\$ 32,693,470	\$ 3,386,760	\$ -	\$ -	\$ 3,386,760
	Phase 5	304 units	0 units	0 s	10,000 sf	0 rooms	6.05 acres	\$ 1,580,316	\$ 83,449,337	\$ -	\$ -	\$ -	\$ -
	Subtotal	640 units	0 units	210,000 sf	15,000 sf	0 rooms	20.96 acres	\$ 5,477,455	\$ 182,338,858	\$ 9,167,427	\$ -	\$ -	\$ 9,167,427
Jordan Valley Station	Phase 1	270 units	0 units	0 sf	0 sf	0 rooms	7.50 acres	\$ 1,687,002	\$ 34,691,968	\$ 9,970,077	\$ -	\$ -	\$ 9,970,077
	Parking	0 units	0 units	0 sf	0 sf	0 rooms	0.00 acres	\$ 3,896,000	\$ -	\$ 5,170,537	\$ -	\$ -	\$ 5,170,537
	Phase 2	207 units	0 units	0 sf	0 sf	0 rooms	2.43 acres	\$ 8,484,064	\$ 44,095,513	\$ 23,556,955	\$ -	\$ -	\$ 23,556,955
	Phase 3	0 units	0 units	0 sf	5,000 sf	0 rooms	1.50 acres	\$ 241,049	\$ 977,227	\$ 423,980	\$ -	\$ -	\$ 423,980
	Phase 4	243 units	0 units	0 sf	0 sf	0 rooms	2.30 acres	\$ 23,032,647	\$ 57,332,057	\$ -	\$ -	\$ -	\$ -
	Future	0 units	0 units	0 s	0 s	0 rooms	0.00 acres	\$ 627,131	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	720 units	0 units	0 sf	5,000 sf	0 rooms	13.73 acres	\$ 37,967,893	\$ 137,096,765	\$ 39,121,549	\$ -	\$ -	\$ 39,121,549	
South Jordan Station "SoJo Station"	Phase 1	0 units	0 units	180,000 sf	5,000 sf	0 rooms	5.20 acres	\$ 500,000	\$ 32,759,199	\$ 399,726	\$ 145,095	\$ -	\$ 544,821
	Phase 2	0 units	0 units	0 sf	5,000 sf	192 rooms	1.75 acres	\$ 500,000	\$ 47,264,118	\$ 6,287	\$ 161,979	\$ -	\$ 168,266
	Phase 3	0 units	0 units	180,000 sf	5,000 sf	0 rooms	4.55 acres	\$ 500,000	\$ 29,172,242	\$ 283,195	\$ 54,055	\$ -	\$ 337,250
	Subtotal	0 units	0 units	360,000 sf	15,000 sf	192 rooms	11.50 acres	\$ 1,500,000	\$ 109,195,559	\$ 689,208	\$ 361,129	\$ -	\$ 1,050,337
Meadowbrook Station "The Hub of Opportunity"	Phase 1	158 units	126 units	0 s	15,000 sf	0 rooms	2.80 acres	N/A	\$ 40,248,790	\$ 207,100	\$ 103,550	\$ 103,550	\$ 414,200
	Subtotal	158 units	126 units	0 sf	15,000 sf	0 rooms	2.80 acres	N/A	\$ 40,248,790	\$ 207,100	\$ 103,550	\$ 103,550	\$ 414,200
Clearfield Station	Infrastructure*	0 units	0 units	0 s	0 s	0 rooms	18.90 acres	N/A	\$ 33,000,000	\$ -	\$ -	\$ -	\$ -
	Subtotal	0 units	0 units	0 sf	0 sf	0 rooms	18.90 acres	N/A	\$ 33,000,000	\$ -	\$ -	\$ -	\$ -
Program Total	13 Phases	1,518 units	126 units	570,000 sf	50,000 sf	192 rooms	48.99 acres	\$ 44,945,348	\$ 468,879,972	\$ 49,185,284	\$ 464,679	\$ 103,550	\$ 49,753,513
		* under construction		8% affordable									
Station Area Planning	Completed in 2024			Certified in 2024			Adopted in 2024						
	Roy (Amended)	900 South	Gallivan	Arena		Salt Lake Central	Clearfield Station	Midvale Center St	Bingham Junction				
	Springville	600 South	City Center	Planetarium		N Temple	Ballpark Station	West Jordan City Center	Murray North				
	Payson	Courthouse	Temple Square	Old Greek Town		Murray North	Midvale Ft Union	Historic Gardner					

# Report to the UTA Board of Trustees REAL ESTATE INVENTORY 2024

## UTA Owned Properties

UTA owns 856 properties.

UTA disposed of 195,362 square feet and acquired 167,862 square feet of property in 2024.

### Parcels Acquired (6):

1. OGBRT-150 (Goldenwest Credit Union) 27,159 sq.ft.
  2. OGBRT-151 (Ogden City) 287 sq.ft.
  3. FR2X (Capital Funding, LC) 14,497 sq.ft.
  4. FRNX PER-1106 (Johnson House) 16,533 sq.ft.
  5. FRNX WLD-1049 (Heritage Land Holdings) 70,283 sq.ft.
  6. FRNX WLD-1050B (Heritage Land Holdings) 39,103 sq.ft.
- Total: 167,862 sq.ft. (3.85 acres)

### Parcels Disposed (3):

1. Part of MJLRT MJ-070 (South Jordan City) 80,455 sq.ft.
  2. Part of MJLRT MJ-070 (Rocky Mountain Power) 99,096 sq.ft.
  3. Part of FRNX PER-1106 (Johnson House) 15,811 sq.ft.
- Total: 195,362 sq.ft. (4.48 acres)

## Total Acreage of Properties

2,388 acres

## Property Categories

Transit Critical (TC)

2,227 acres

Transit-Oriented Development (TOD)

161 acres

Surplus (S)

0 acres

### PROPERTY CATEGORY DEFINITIONS

**Transit Critical (TC):** any interest in real property, including, without limitation, fee simple ownership, leasehold, easement, franchises, and licenses that is now needed or may be needed in the future for the provision of transit services within the Authority's district.

**Transit-Oriented Development (TOD):** any interest in real property acquired by the Authority designated for Transit-Oriented Development.

**Surplus (S):** properties that have been identified as having no current or future transit use and no potential for Transit-Oriented Development.

**Note:** In 2019, the Board of Trustees selected Clearfield Station as a TOD site. However, the associated land was still categorized as TC, as it had not been subdivided from active corridor, bus loop, and transit parking. In 2024, Clearfield Station was subdivided into 22 lots, and appropriate lots were categorized as TOD, per prior direction. The plat also resulted in the correction of land area discrepancies, dedication of roads and open space, and recouping of previously dedicated roadway. The result is an increase of 60 acres of TOD property, 51.5 of which was reclassified from TC and the remainder from the adjustments described above. These changes are reflected in this report.

## Incidental Uses of UTA Properties

UTA licenses and leases property to third parties such as businesses, individuals, utility companies, and municipalities. A majority are licenses of utility crossings. The total number of agreements is as follows:

	<u>Effective</u>	<u>In Process</u>	<u>Total</u>
Licenses and leases as of 12/31/2024	3,276	50	3,326

## ***Asset Protection Activities***

Physical inspections during past 12 months:

- Tintic Branch
- DRGW Trail
- Central Avenue Sliver Parcel
- Bingham Industrial Lead
- Garfield Branch
- Trax Extension (10000 S. to Point of the Mountain)
- Provo Industrial Lead (Point of the Mountain to Lindon)
- Sugar House Branch
- Vacant parcels throughout Utah, SL, Davis, Weber, and Box Elder Counties

## ***Other UTA Acquired Property Interests***

UTA has acquired leasehold interests, easements, and licenses from third parties which are outlined below:

	<u>Number</u>	<u>Nature</u>
Leasehold Interests	43	<ul style="list-style-type: none"><li>• (1) Delta Center TPSS Site</li><li>• (12) Radio Tower Sites</li><li>• (4) Access Agreements (Rose Canyon, Tooele Depot, Meadowbrook, Sugar House)</li><li>• (6) Park and Ride Lots (U of U, Vineyard, Daybreak, West Valley City, 3900 S Wasatch, and SLC Hub)</li><li>• (1) UVU Transit Police Micro Station</li><li>• (19) Center Line Agreements (Provo, Orem, UDOT, SL Airport, SSLC, SLC, WVC, U of U, Ogden, Weber State University, McKay-Dee Hospital, SLCC, Murray, Taylorsville)</li></ul>
Easements	139	<ul style="list-style-type: none"><li>• Airport Light Rail = 2 easements</li><li>• Bus Rapid Transit = 9 easements</li><li>• Bus Shelters = 33 easements</li><li>• Commuter Rail North = 17 easements</li><li>• Commuter Rail South = 57 easements</li><li>• Depot District = 1 easement</li><li>• Draper Light Rail = 7 easements</li><li>• Mid-Jordan Light Rail = 6 easements</li><li>• North-South Light Rail = 1 easement</li><li>• Trax Power Substations = 1 easement</li><li>• West Valley Light Rail = 5 easements</li></ul>
Licenses for Shared Parking	126	<ul style="list-style-type: none"><li>• LDS Church, UDOT, SL County, Valley Fair Mall, South Towne Mall</li></ul>

## Real Estate Inventory List Key

**Project** Identifies the UTA project with which the property is associated.

ALRT - Airport Light Rail	BPR- Bus Park & Ride
BRT - Bus Rapid Transit	BS- Bus Shelter
CF- Communications Facility	COM-N - Commuter Rail North
COM-S - Commuter Rail South	DD- Depot District Central Garage
DRLRT - Draper Light Rail	EIM - Eimco (Frontlines Headquarters)
FRNX – FrontRunner North Extension	FTU- Future Transit Use
JVTOD- Jordan Valley Transit Oriented Dev.	
MF- Maintenance Facility	MJLRT - Mid-Jordan Light Rail
NSLRT- North South Light Rail	OIH - Ogden Intermodal Hub
PI - Provo Industrial Lead	PIH - Provo Intermodal Hub
SLIM - Salt Lake Intermodal Hub	SP-1591- 1300 E 500 S Lft Turn
Sugar House- S-Line	TC- Transfer Center
ULRT- University Light Rail	UPRR- Union Pacific Railroad
WVLRT - West Valley Light Rail	

**Project Code** Identifies the abbreviation of which City the parcel is in or the corresponding project, and will be linked to a project number to assist in locating property on map

**Project Number** Property map identification number

**Category** Identifies the property category as either Transit Critical (TC), Transit-Oriented Development (TOD), or Surplus (S).

**Fee SqFt** Identifies the square footage of the land parcel

**Street Address** Identifies the address or other location description of the property

**City** Identifies the city within which the property is located

**Bond** Indicates whether or not the property is partially funded with bond money

**Fed** Indicates whether or not the property is partially funded with federal money

**Un/Developed** Indicates whether the property is currently undeveloped or is developed for transit use

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
ALRT	AP	006:A;2A thru :13A	TC	491,612	(A-9A)3000, (10-13A) 4000 W North Temple; (As of 2013 - 51 N Bangerter Hwy. 3700 & 3701 West Terminal Dr., 3180 West I-80	Salt Lake	NO	NO	Developed
ALRT	AP	012, 012:E	TC	4,308	2185 West North Temple	Salt Lake	YES	NO	Developed
ALRT	AP	138, 140, 145, 147, 148, 148:E	TC	81,178	540, 594, 564, 558 West North Temple (-013 = 140 N 600 W; -014 = 126 N 600 W; -015 = 118 N 600 W; -017	Salt Lake	NO	NO	Developed
ALRT	AP	139	TC	4,792	112 North 600 West	Salt Lake	NO	NO	Developed
ALRT	AP	141, 141:E 146, 146:E	TC	77,101	579 W North Temple	Salt Lake	NO	NO	Undeveloped
ALRT	AP	149	TC	85,729	155 North 500 West	Salt Lake	NO	NO	Developed
ALRT	AP	155:5, AP-200 North	TC	9,721	Approx. 200 North to 300 North along 500 West (As of 2015 - 202 N 500 W & 485 W 300 N)	Salt Lake	NO	NO	Developed
BPR	BPR	001	TC	198,198	2054, 2044 E 9400 S	Sandy	NO	YES	Developed
BPR	BPR	002	TC	40,075	9517 S Highland Dr	Sandy	NO	YES	Developed
BPR	BPR	003	TC	130,680	5234 S. Freeway Park Dr.	Riverdale	NO	TRUE	Developed
BRT	BRT	003	TC	-	3490 South 8000 West	Magna	NO	YES	Developed
BRT	BRT	006, 006:E, 006:2E	TC	529	900 West 3300 South (SE Corner)	South Salt Lake	YES	NO	Developed
BRT	BRT	050	TC	73,486	6176 South 5600 West	West Valley	NO	NO	Undeveloped
BRT	BRT	051	TC	99,621	5527 West 3500 South	West Valley	NO	NO	Developed
BRT	FTU	026, RMP Easement Wright Subdivision	TC	41,964	3616 South Market St (aka 2825 West Lehman Ave.)	West Valley	NO	NO	Developed
BRT - Ogden	MSP185	001	TC	287	1341 Country Hills Dr.	Ogden	NO	YES	Developed
BRT - Ogden	MSP185	150 Remainder	TC	35,284	3225 South Harrison Blvd.	Ogden	NO	YES	Developed
BRT - Ogden	MSP185	151 remainder	TC	101	3205 Harrison Blvd.	Ogden	NO	YES	Developed
BRT - Ogden	MSP185	152	TC	60	3205 Harrison Blvd.	Ogden	NO	YES	Undeveloped
BRT - Ogden	MSP185	153:STC	TC	77	3195 Harrison Blvd.	Ogden	NO	YES	Developed
BS	FTU	017, 017:E	TC	93	1050 West Riverdale Rd.	Riverdale	NO	YES	Developed
BS	FTU	018, 018:E	TC	71	5570 South 1900 West	Roy	NO	YES	Developed
BS	FTU	020, 020:E	TC	116	20 East Winchester	Murray	NO	NO	Developed
BS	FTU	028	TC	19	4435 South Highland Dr. (approx.)	Salt Lake	NO	YES	Developed
BS	FTU	1360, 1360:E	TC	103	1360 East 1450 South	Layton	NO	NO	Developed
BS	FTU	2, 2:E	TC	116	880 West Riverdale Rd.	Riverdale	NO	NO	Developed
BS	FTU	5311, 5311:E	TC	51,400	5311 South State St.	Murray	NO	NO	Developed
BS	FTU	955, 955:E	TC	680	955 West 12th St.	Ogden	YES	NO	Developed
CF	CF	001	TC	28	Lot 4 of Sec 14 and Lot 1 of Sec 15, T4S, R3W SLB&M	Unincorporated	NO	NO	Developed
CF	CF	002	TC	51,400	Top of Little Mountain	Unincorporated	NO	NO	Developed
COM-N	AMEND:10	001	TC	690	UTA XO X120(600 North)	SL County	NO	YES	Developed
COM-N	AMEND:10	002	TC	523	1050 North Grade Crossing	SL County	NO	YES	Developed
COM-N	AMEND:10	003	TC	3,485	UTA To T120 to Yard Trk 103	SL County	NO	YES	Developed
COM-N	AMEND:10	004	TC	896	I-15 SLC Sliver, Sec 14, T1N, R1W	SL County	YES	YES	Developed
COM-N	AMEND:10	005	TC	7,811	I-15 Ogden Sliver, Sec 31, T6N, R1W		YES	YES	Developed



Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	AMEND:10	006	TC	428	UTA To T910 to UTA Storage Trk#2	Ogden	YES	YES	Developed
COM-N	AMEND:10	007	TC	282	UTA To T940 & T960 To UTA #2	Ogden	YES	YES	Developed
COM-N	AMEND:10	008	TC	214	UDOT M-2038(001)		YES	YES	Developed
COM-N	AMEND:10	009	TC	188	UDOT NS-560(1)		YES	YES	Developed
COM-N	AMEND:10	010	TC	84	UPRR 03-099-0018 (Sliver adjacent M-2038(001))		YES	YES	Developed
COM-N	AMEND:10	011	TC	446	Cecil Junction to 15th St. Ogden	Ogden	YES	YES	Developed
COM-N	CLD	002	TC	265	1700 South 1000 East	Clearfield	YES	NO	Developed
COM-N	CLD	003	TC	3,325	Approx. 1600 South 900 East	Clearfield	YES	NO	Developed
COM-N	CLD	006	TC	451	1080 South 550 East	Clearfield	YES	YES	Undeveloped
COM-N	CLD	007	TC	224	1078 South 550 East (approx.)	Clearfield	YES	YES	Developed
COM-N	CLD	008, 009, 010	TC	3,466	430 East 700 South	Clearfield	YES	YES	Developed
COM-N	CLD	011	TC	829	342 East 700 South	Clearfield	YES	YES	Developed
COM-N	CLD	012	TC	671	340 East 700 South	Clearfield	NO	YES	Developed
COM-N	CLD	014	TC	414	305 East 700 South	Clearfield	YES	YES	Developed
COM-N	CLD	015	TC	90,169	650 South Depot St.	Clearfield	YES	YES	Developed
COM-N	CLD	063	TC	6,376	South of Antelope 1000 East	Clearfield	NO	YES	Developed
COM-N	FAR	034	TC	1,039	Southwest quadrant Burke Lane at I-15	Farmington	YES	YES	Developed
COM-N	FAR	034B	TC	44,074	Southwest quadrant Burke Lane	Farmington	YES	YES	Developed
COM-N	FAR	15-7:12:AQ	TOD	186,446	450 North 850 West	Farmington	YES	NO	Developed
COM-N	FAR	15-7:13D:Q, 015-7:12E	TOD	159,168	450 North 850 West	Farmington	YES	NO	Developed
COM-N	KAY	008	TC	5,349	151 North 600 West	Kaysville	YES	YES	Developed
COM-N	KAY	038, 038:E	TC	23,415	5000 South of Old Mill Lane (approx.)	Kaysville	NO	YES	Developed
COM-N	KAY	039	TC	31,653	Approx. Old Mill Village Phase 2A Open Space A	Kaysville	YES	YES	Developed
COM-N	KAY	066	TC	1,607	520 North 900 West	Kaysville	YES	YES	Developed
COM-N	LTN	002	TC	130,244	200 S Main St.	Layton	NO	YES	Developed
COM-N	LTN	003:T	TC	174	170 South Main St.	Layton	YES	YES	Developed
COM-N	LTN	004:T	TC	51,401	164 South Main St.	Layton	NO	YES	Developed
COM-N	LTN	009:T	TC	83,192	36 South Main St.	Layton	YES	YES	Developed
COM-N	LTN	010:T	TC	469	130 West Gentile St.	Layton	YES	YES	Developed
COM-N	LTN	011	TC	2,515	133 West Gentile St.	Layton	NO	YES	Developed
COM-N	LTN	012	TC	5,227	145 W Gentile St.	Layton	YES	YES	Developed
COM-N	LTN	013	TC	98,010	175 West Gentile St (NE side)	Layton	YES	YES	Developed
COM-N	LTN	020	TC	240	Southwest corner of COM-N corridor and King St.	Layton	YES	YES	Developed
COM-N	LTN	026	TC	1,945	1033 West Hillfield Rd.	Layton	YES	YES	Developed
COM-N	LTN	029	TC	1,053	200 West Gordon Ave.	Layton	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	LTN	089, 089:E, 089:2E	TC	11,607	1755 N Celia Way, Layton 84041	Layton	YES	NO	Developed
COM-N	LTN	090, 90:E, 90:2E	TC	772	1759 N Celia Way	Layton	NO	NO	Developed
COM-N	LTN	100	TC	449	943 South 250 East	Layton	YES	YES	Developed
COM-N	NSL	004	TC	764	100 West Center St.	North Salt Lake	YES	YES	Developed
COM-N	NSL	012	TC	456	100 North West of Main (approx.)	North Salt Lake	YES	YES	Developed
COM-N	NSL	012A	TC	7,472	100 North West of Main (approx.)	North Salt Lake	YES	NO	Developed
COM-N	NSL	016	TC	374	685 North Main	North Salt Lake	YES	YES	Developed
COM-N	NSL	017	TC	307	25 East Pacific Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	018	TC	151	20 East Union Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	019	TC	297	25 East Union Ave.	North Salt Lake	NO	YES	Developed
COM-N	NSL	020	TC	56,716	130 East 1100 North	North Salt Lake	YES	YES	Developed
COM-N	NSL	021	TC	69,565	1000 West 2600 South	Woods Cross	NO	NO	Developed
COM-N	OGD	014	TC	347	701 San Jose St.	Ogden	NO	YES	Developed
COM-N	OGD	040	TOD	6,308	22nd - 23rd St West of Wall Ave.	Ogden	YES	YES	Developed/Undeveloped
COM-N	OGD	055	TC	2,196	1700 South Glasgow Ave. (approx.)	Ogden	YES	YES	Developed
COM-N	OGD	057	TC	2,444	1700 South Glasgow Ave. (approx.)	Ogden	YES	YES	Developed
COM-N	OGD	058	TC	455	424 West 17th St.	Ogden	NO	YES	Developed
COM-N	OGD	061	TC	1,837	424 West 17th St.	Ogden	YES	YES	Developed
COM-N	PLV	009	TC	233	2650 North 1150 West	Pleasant View	YES	YES	Developed
COM-N	PLV	010 & 013	TC	398	1157 West 2700 North	Pleasant View	NO	YES	Developed
COM-N	PLV	011	TC	370	2660 North 1150 West	Pleasant View	YES	YES	Developed
COM-N	PLV	015	TC	409	1100 West 2700 North	Pleasant View	YES	YES	Developed/Undeveloped
COM-N	ROW:UP	001	TC	2,128,777			NO	YES	Preserved Corridor
COM-N	ROY	001	TC	2,538	2365 West 6000 South	Roy	YES	YES	Developed
COM-N	ROY	021	TC	148	5189 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	022	TC	884,707	5177 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	023	TC	50,990	5159 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	024	TC	38,088	5147 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	025	TC	1,502	5129 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	026	TC	107,967	5105 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	027	TC	1,040	5099 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	028	TC	201,926	5089 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	029	TC	2,878	5077 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	030	TC	35,290	5065 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	031	TC	10,841	5057 South 2675 West	Roy	NO	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	ROY	032	TC	75,680	5045 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	033	TC	6,479	5039 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	034	TC	164,103	5033 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	035	TC	1,843	5021 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	036	TC	1,850	5015 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	037	TC	3,225	5007 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	038	TC	2,178	5001 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	039	TC	18,876	4997 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	040	TC	1,515	4977 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	041	TC	414	4969 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	042	TC	2,486	4961 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	043	TC	18,925	4951 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	044	TC	154,103	4949 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	045	TC	3,495	4939 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	046	TC	4,019	4919 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	047	TC	808	4901 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	048	TC	8,970	4897 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	049	TC	720	4877 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	050	TC	618	4875 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	051	TC	720	4863 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	052	TC	320	4851 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	053	TC	256,133	4841 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	055	TC	8,037	4809 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	056	TC	7,430	2684 West 4800 South	Roy	YES	YES	Developed
COM-N	ROY	057	TC	14,465	4777 South 2675 West	Roy	NO	YES	Developed
COM-N	ROY	058	TC	2,530	4765 South 2675 West	Roy	NO	NO	Developed
COM-N	ROY	059	TC	8,408	4753 South 2675 West	Roy	YES	NO	Developed
COM-N	ROY	060	TC	3,118	4741 South 2675 West	Roy	NO	NO	Developed
COM-N	ROY	061	TC	71,249	4733 South 2675 West	Roy	YES	YES	Developed
COM-N	ROY	062	TC	544	4721 South 2675 West	Roy	YES	NO	Developed
COM-N	ROY	063	TC	615	4713 South 2675 West	Roy	YES	NO	Developed
COM-N	ROY	105:T	TC	20,000	706 West 4075 South	Roy	NO	NO	Developed
COM-N	ROY	106:T	TOD	884,707	2450 West 4000 South	Roy	YES	YES	Developed/Undeveloped
COM-N	ROY	110	TC	260	3900 South to 1900 west	Roy	YES	YES	Developed
COM-N	ROY	111	TC	53	2000 West 3650 South (approx.)	Roy	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	ROY	111B	TC	75,505	2000 West 3650 South (approx.)	Roy	YES	NO	Developed
COM-N	ROY	112	TC	260	2460 West 4000 South (approx.)	Roy	NO	NO	Developed
COM-N	SLC	020	TC	368	476 West 200 North	Salt Lake	NO	YES	Developed
COM-N	SLC	021	TC	360	476 West 200 North (approx.)	Salt Lake	NO	YES	Developed
COM-N	SLC	021B	TC	273	202 North 500 West	Salt Lake	YES	YES	Developed
COM-N	SLC	022	TC	515	476 West 200 North (approx.)	Salt Lake	YES	YES	Developed
COM-N	SLC	023	TC	2,953	476 West 300 North	Salt Lake	YES	YES	Developed
COM-N	SLC	024	TC	1,938	476 West 500 North (approx.)	Salt Lake	NO	YES	Developed
COM-N	SNT	089	TC	5,709	2191 North 450 West	Sunset	YES	YES	Developed
COM-N	SNT	090	TC	311	2205 North 450 West	Sunset	YES	YES	Developed
COM-N	SNT	091	TC	17,745	2219 North 450 West	Sunset	YES	NO	Developed
COM-N	SNT	092	TC	28,903	2233 North 450 West	Sunset	NO	YES	Developed
COM-N	SNT	093	TC	7,788	2247 North 450 West	Sunset	NO	YES	Developed
COM-N	SNT	094	TC	3,960	2261 North 450 West	Sunset	NO	YES	Developed
COM-N	SNT	095:T	TC	1,620	2300 North 450 West	Sunset	YES	YES	Developed
COM-N	SNT	096	TC	107	2331 North 475 West	Sunset	YES	YES	Developed
COM-N	SNT	096B, 96:BE	TC	40	482 West 2300 North	Sunset	YES	YES	Developed
COM-N	SNT	096D	TC	20,405	482 West 2300 North	Sunset	YES	YES	Developed
COM-N	SNT	097	TC	1,076	2353 North 475 West	Sunset	YES	YES	Developed
COM-N	SNT	098	TC	94	2367 North 475 West	Sunset	YES	YES	Developed
COM-N	SNT	099	TC	24,221	2383 North 475 West	Sunset	YES	YES	Developed
COM-N	SNT	100	TC	208	2397 North 475 West	Sunset	YES	YES	Developed
COM-N	SNT	101	TC	199	2413 North 475 West	Sunset	YES	YES	Developed
COM-N	SNT	102	TC	11,166	2429 North 475 West	Sunset	NO	YES	Developed
COM-N	SNT	103	TC	27,924	2441 North 475 West	Sunset	YES	YES	Developed
COM-N	SNT	104	TC	744	2443 North Sequoia Dr.	Sunset	YES	YES	Developed
COM-N	SNT	105	TC	340	SW Terminus of Santa Ana St. west of 475 West	Sunset	NO	YES	Developed
COM-N	SNT	106	TC	313,234	Approx. 2450 North 475 West	Sunset	NO	YES	Developed
COM-N	WBL	004	TC	9,784	Approx. 350 North I-15 Southbound On Ramp	West Bountiful	YES	NO	Undeveloped
COM-N	WBL	005	TC	38	Approx. 300 North I-15 Southbound On Ramp	West Bountiful	YES	NO	Undeveloped
COM-N	WBL	023	TC	1,504	1168 North 550 West	West Bountiful	YES	YES	Developed
COM-N	WBL	045	TC	528	1800 North 500 West (approx.)	West Bountiful	NO	YES	Developed
COM-N	WBL	045:B, 045:E	TC	1,680	Approx. 1800 North 500 West	West Bountiful	YES	YES	Developed
COM-N	WBL	045:D	TC	3,311	Approx. 1800 North 500 West	West Bountiful	NO	YES	Developed
COM-N	WBL	046; 046E	TC	9,625	500 South, 1100 West to I-15	West Bountiful	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	WCU	001	TC	22,367	1850 West 3300 South (approx.)	Weber County	YES	YES	Developed
COM-N	WCU	002	TC	217	1561 West 3300 South	Weber County	YES	YES	Developed
COM-N	WCU	005	TC	431	1440 West 3300 South	Weber County	YES	YES	Developed
COM-N	WX	001	TC	4,131	Approx. 1000 West 2600 South	Woods Cross	NO	YES	Developed
COM-N	WX	002	TC	4,263	245 East 1100 North	Woods Cross	YES	YES	Developed
COM-N	WX	005	TC	419	2224 South 925 West	Woods Cross	YES	YES	Developed
COM-N	WX	005:B	TC	1,022	2224 South 925 West	Woods Cross	YES	YES	Developed
COM-N	WX	035, 035:B	TC	2,936	885 West 1500 South St.	Woods Cross	NO	YES	Developed
COM-N	WX	052	TC	26,852	1104 South 800 West	Woods Cross	YES	YES	Developed
COM-N	WX	053	TC	422	1088 South 800 West	Woods Cross	NO	YES	Developed
COM-N	WX	054	TC	720	1040 South 800 West	Woods Cross	YES	YES	Developed
COM-N	WX	055	TC	422	986 South 800 West	Woods Cross	YES	YES	Developed
COM-N	WX	056	TC	11,611	960 South 800 West	Woods Cross	YES	YES	Developed
COM-N	WX	057	TC	685	918 South 800 West	Woods Cross	NO	YES	Developed
COM-N	WX	058:T	TC	11,407	898 South 800 West	Woods Cross	YES	YES	Developed
COM-N	WX	059:T	TC	2,929	826 South 800 West	Woods Cross	YES	YES	Developed
COM-N	WX	060:T	TC	19,737	800 South 800 West	Woods Cross	YES	YES	Developed
COM-N	WX	061, 061:T	TC	44,555	784 South 800 West	Woods Cross	NO	YES	Developed
COM-N	WX	062	TC	2,194	766 West 700 South	Woods Cross	YES	YES	Developed/Undeveloped
COM-N	WX	063:T	TC	82	728 West 700 South	Woods Cross	YES	YES	Developed/Undeveloped
COM-N	WX	065, 066, 066EQ	TC	20,047	700 South 800 West	Woods Cross	NO	YES	Developed
COM-N	WX	067, 067:E	TC	8,965	Corner of 700 South and 800 West	Woods Cross	YES	YES	Developed
COM-S	AMEND:11	001	TC	29,549	MP 757.25 to 757.28 and 705.73 to 706.10 Lakota Jct, - Eliminate Pinch & Relocate	Provo	YES	NO	Developed
COM-S	AMEND:11	002	TC	1,504	MP 757.11 to 757.18 Lakota Jct, - Eliminate Pinch & Relocate	Provo	YES	NO	Developed
COM-S	AMEND:11	003	TC	56,279	MP 711.02 - 711.95		NO	NO	Developed
COM-S	AMEND:11	004	TC	10,937	MP 713.13 - 714.40 - Tract 1	American Fork	NO	NO	Developed
COM-S	AMEND:11	005	TC	69,511	MP 713.13-714.40 - Tract 2	American Fork	NO	NO	Developed
COM-S	AMEND:11	006	TC	107,967	MP 715.01 - 716.53	Lehi	NO	NO	Developed
COM-S	AMEND:11	007	TC	12,239	MP 717.25-717.55 - Tract 1	Lehi	NO	NO	Developed
COM-S	AMEND:11	008	TC	18,191	MP 717.04-717.23 - Tract 2	Lehi	NO	NO	Developed
COM-S	AMEND:11	009	TC	7,592	MP 716.61-716.69 - Tract 3	Lehi	NO	NO	Developed
COM-S	AMEND:11	010	TC	5,520	MP 716.55-716.60 Tract 4	Lehi	NO	NO	Developed
COM-S	AMEND:11	011	TC	198,581	Mesa Siding relocation & South Jordan Narrows MP 719.65 to 721.85		NO	NO	Developed
COM-S	AMEND:11	012	TC	383,930	Relocate UPRR to the East (722.11 to 724.53)		YES	NO	Developed
COM-S	AMEND:11	013	TC	47,012	MP 725.40 - 726.31		NO	NO	Developed

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COM-S	AMEND:11	014	TC	12,307	Sliver Parcel (not in 2002 PSA) MP 728.61 to 728.68 CONVEYED BY UDOT AFTER 2002 SALE		NO	NO	Developed
COM-S	AMEND:11	015	TC	4,741	MP 732.08 - 732.32 - Tract 1		NO	NO	Developed
COM-S	AMEND:11	016	TC	59	MP 732.03 - 732.04 - Tract 2		YES	NO	Developed
COM-S	AMEND:11	017	TC	418,960	R/W swap and South Jordan Orange Area (6.2 map 5) MP 732.04-732.08		NO	NO	Developed
COM-S	AMEND:11	018	TC	10,312	UTA Curve 1520 (North of 9000 South) MP 732.90 to 733.12		NO	NO	Developed
COM-S	AMEND:11	019	TC	64,708	MP 733.88 to 734.96		NO	NO	Developed
COM-S	AMEND:11	020	TC	2,878	Curve 1640 (South of 5900 South) MP 736.44 to 736.57		YES	NO	Developed
COM-S	AMEND:11	021	TC	164,103	Sliver Parcel (not in 2002 PSA) MP 738.02 to 738.25 EXCEPTED OUT, NOT A SLIVER PARCEL		NO	NO	Developed
COM-S	AMEND:11	022	TC	202,327	MP 741.57 to 742.28		NO	NO	Developed
COM-S	AMEND:11	023	TC	6,308	MP 752.32-752.40		NO	NO	Developed
COM-S	AMEND:12	001	TC	25,258	Salt Lake County, Provo Subdivision, 3.4c (Midvale Pinch 735.84-736.18)	Midvale	YES	NO	Developed
COM-S	AMEND:12	002	TC	52,117	Salt Lake County, Provo Subdivision, 3.4c (South of 1300 S 743.57 to 743.63 & 1300 South to Martin Resources 743.64 to 743.76 & SLC	Salt Lake	YES	NO	Developed
COM-S	AMEND:12	003	TC	38,088	Salt Lake County, Provo Subdivision, 3.4c	Salt Lake	NO	NO	Developed
COM-S	AMEND:12	004	TC	5,524	Salt Lake County, Provo Subdivision, 3.4c	Salt Lake	NO	NO	Developed
COM-S	AMF	001	TC	67,407	Corridor Parcel North of Vineyard Rd.	Lindon	YES	NO	Developed
COM-S	AMF	004	TC	117,399	200 North 2600 West	Lindon	NO	NO	Developed
COM-S	AMF	007, 006:E, 007:E, 007:2E, 007:3E	TC	1,251	Portion of 6400 North 56050 West	American Fork	NO	NO	Developed
COM-S	AMF	009, 010	TC	28,312	Corridor Parcel North of 1500 S	American Fork	NO	NO	Developed
COM-S	AMF	011, 011:E	TC	28,446	5296 West 6400 North	American Fork	NO	NO	Undeveloped
COM-S	AMF	012	TC	1,729	1300 South 500 East	American Fork	YES	NO	Developed
COM-S	AMF	013	TC	33,934	Corridor Parcel S of 1100 S	American Fork	NO	NO	Developed
COM-S	AMF	014, 014:ST	TC	66,228	1150 South 500 East Near American Fork	American Fork	YES	NO	Developed
COM-S	AMF	015	TC	3,514	398 East 1100 South	American Fork	YES	NO	Developed
COM-S	AMF	016	TC	28,998	American Fork	American Fork	YES	NO	Developed
COM-S	AMF	017, 018, 019	TC	63,508	850 North 860 East	American Fork	NO	NO	Developed
COM-S	AMF	020	TC	35,290	American Fork	American Fork	NO	NO	Developed
COM-S	AMF	021, 021:E, 021:2E	TC	44,074	7405 North 5750 West	American Fork	NO	NO	Developed
COM-S	AMF	022	TC	3,225	500 South 100 West	American Fork	NO	NO	Developed
COM-S	AMF	023, 024, 025, 026, 027, 028, 028:ST	TC	18,925	383, 415, 417, 431 and 433 South 50 West Circle	American Fork	NO	NO	Developed
COM-S	AMF	029, 030	TC	8,037	400 South 100 West (approx.)	American Fork	NO	NO	Developed
COM-S	AMF	031, 031:E, 032, 032:E	TC	14,465	American Fork	American Fork	NO	NO	Developed
COM-S	AMF	033	TC	3,118	American Fork	American Fork	NO	NO	Developed
COM-S	AMF	049; 049:E	TC	10,816	463 West 200 South	American Fork	NO	NO	Developed
COM-S	AMF	051	TC	20,405	410 West 200 South	American Fork	NO	NO	Developed
COM-S	AMF	052	TC	24,221	American Fork	American Fork	NO	NO	Developed

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COM-S	AMF	053, 054, 055	TC	27,924	6670, 7086, 7110 West 7750 North	American Fork	YES	NO	Developed
COM-S	AMF	056 (Parcel 2)	TC	20,000	6786 West 7750 North	American Fork	YES	NO	Developed
COM-S	AMF	056 (Parcel 1)	TC	313,234	6786 West 7750 North	American Fork	YES	NO	Undeveloped
COM-S	AMF	058, 059	TC	75,505	7800 North 6800 West	American Fork	NO	NO	Developed
COM-S	AMF	060	TC	8,146		American Fork	YES	NO	Developed
COM-S	AMF	066	TC	2,903	6500 North 5300 West	American Fork	NO	NO	Developed
COM-S	BLU	001, 001:E, 038:E	TC	478	Approx. 900 West 1700 South	Bluffdale	NO	NO	Developed
COM-S	BLU	002, 002B	TC	4,449	1302 West Jordan Narrows Rd. (aka 16400 South Pony Express Rd.)	Bluffdale	YES	NO	Developed
COM-S	BLU	006, 008	TC	12,852	16311 S Camp Williams Rd. (aka 16200, 16400 South Pony Express Rd.)	Riverton	NO	NO	Developed
COM-S	BLU	009	TC	8,320	1361 W 16101 S	Bluffdale	NO	NO	Developed
COM-S	BLU	015, 015:E, 015:2E, 040	TC	475,240	1300 West 15200 South	Bluffdale	YES	NO	Developed
COM-S	BLU	016, 016B, 016:2E, 016:3E, 017, 017B, 017:2E, 017:3E	TC	1,590	14820 S 1300 W9 (2013 - 14844 & 14996 S 1300 W)	Bluffdale	YES	NO	Developed
COM-S	BLU	018	TC	845	14871 South 1300 West	Riverton	NO	NO	Developed
COM-S	BLU	019, 020	TC	2,047,473	1269 West 14600 South	Bluffdale	NO	NO	Undeveloped
COM-S	BLU	023	TC	21,780	800 West 14600 South	Bluffdale	NO	NO	Developed
COM-S	BLU	024	TC	87,120	1012 West 14600 South	Bluffdale	NO	NO	Developed
COM-S	BLU	029	TOD	95,919	613 West 13300 South	Draper	NO	NO	Developed/Undeveloped
COM-S	BLU	031	TC	235	451 West 13124 South (aka 12673 Vista Station Blvd)	Bluffdale	NO	NO	Developed
COM-S	BLU	032	TC	450	451 West 13124 South (aka 12673 Vista Station Blvd)	Bluffdale	NO	NO	Developed
COM-S	BLU	033, 33:2, 33:3	TC	3,621	16131 South Camp Williams Rd.	Bluffdale	NO	NO	Developed
COM-S	BLU	034, 035, 035:ST	TC	71,249	1200 W 16000 S (aka 15200 S Pony Express Rd.)	Bluffdale	NO	NO	Developed
COM-S	BLU	041	TC	159,430	15500 South 1300 West	Bluffdale	NO	NO	Developed
COM-S	BLU	044	TC	27,704	15301 South 1300 West	Bluffdale	NO	NO	Developed
COM-S	DRA	001, 001:B, 001:E	TC	151	438 West 12300 South	Draper	YES	NO	Developed
COM-S	DRA	002	TC	260	477 West 12300 South	Draper	YES	NO	Developed
COM-S	DRA	005:T, 007:T	TC	82	484 West 12300 South (2013 - 490 W 12300 S)	Draper	NO	NO	Developed
COM-S	DRA	006:T	TC	205,800	482 West 12301 South (2013 - 490 W 12300 S)	Draper	NO	NO	Developed
COM-S	DRA	008:T	TC	11,678	472 West 12300 South (2013 - 490 W 12300 S)	Draper	NO	NO	Developed
COM-S	DRA	009:T	TC	311,310	490 West 12101 South (2013 - 490 W 12300 S)	Draper	NO	NO	Developed
COM-S	DRA	010:T	TC	5,977	11875 South 700 West (2013 - 490 W 12300 S)	Draper	NO	NO	Developed
COM-S	DRA	011:T	TC	16,932	11875 South 700 West	Draper	YES	NO	Developed
COM-S	DRA	012, 012:E, 012:2E	TC	1,223	11875 South 700 West	Draper	YES	NO	Undeveloped
COM-S	DRA	013, 013:E	TC	784	11713 South 700 West (aka 425 West 11400 South)	Draper	YES	NO	Developed
COM-S	DRA	015	TC	3,500	501 W 12300 S	Draper	NO	NO	Developed
COM-S	DRA	016	TC	26,328	12225 South Galena Park Blvd	Draper	NO	NO	Developed

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COM-S	DRA	018:T	TC	66	483 West 12300 South	Draper	NO	NO	Developed
COM-S	LEH	002, 002:E, 002:2E	TC	479,160	700 South Center St.	Lehi	YES	NO	Developed
COM-S	LEH	008, 008:E; 008:B, 008:2E	TC	59,781	431 West 200 South	Lehi	NO	NO	Developed
COM-S	LEH	009, 009:E, 010B	TC	108,464	404 West 200 South	Lehi	NO	NO	Developed
COM-S	LEH	010:ST, 010:A	TC	40,511	143 South 400 West	Lehi	YES	NO	Developed
COM-S	LEH	011	TC	591,577	411 West 100 South	Lehi	NO	NO	Developed
COM-S	LEH	012, 082	TC	2,691	portion of 420 West 100 South	Lehi	NO	NO	Developed
COM-S	LEH	013, 013:E	TC	33,106	441 West Main St. (part of) .0338 Acres	Lehi	NO	NO	Developed
COM-S	LEH	014:T, 014B	TC	1,288	430 West Main & 41 North 400 West	Lehi	YES	NO	Developed
COM-S	LEH	015:T, 015B	TC	555	65 North 400 West	Lehi	YES	NO	Developed
COM-S	LEH	016	TC	829,082	Rodeo/500 West	Lehi	NO	NO	Developed
COM-S	LEH	017	TC	1,358	Rodeo/ 500 West	Lehi	YES	NO	Developed
COM-S	LEH	018:T; 018B	TC	1,070	93 North 400 West	Lehi	NO	NO	Developed
COM-S	LEH	022, 022:E	TC	46,041		Lehi	NO	NO	Developed
COM-S	LEH	023, 023:E	TC	7,841	WD/Allred Park	Lehi	NO	NO	Developed
COM-S	LEH	024	TC	3,495	WD/Allred Park	Lehi	NO	NO	Developed
COM-S	LEH	025	TC	2,331	620 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	026, 026:E, 026:2E	TC	5,333	644 N Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	027, 027:E, 027:2E	TC	26,395	660 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	028, 028:E, 28:2E	TC	10,007	680 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	029, 029:E, 029:2E	TC	6,220	706 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	030, 030:E, 030:2E, 030:3E	TC	457	726 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	031, 031:E, 031:2E, 031:3E	TC	1,307	748 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	032, 032:E, 032:2E, 032:3E	TC	1,198	768 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	033, 033:E	TC	820	782 North Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	034, 034:E, 034:2E	TC	96	812 North Timber Dr.	Lehi	NO	NO	Developed
COM-S	LEH	035, 035:E, 035:2E	TC	59,154	826 North Timber Dr.	Lehi	NO	NO	Developed
COM-S	LEH	036, 036:E	TC	20,647	850 North Timber Dr.	Lehi	NO	NO	Developed
COM-S	LEH	037, 037:E, 037:2E	TC	109,248	862 North Timber Dr.	Lehi	NO	NO	Developed
COM-S	LEH	038, 038:E, 038:2E	TC	1,589,940	876 North Timber Dr.	Lehi	NO	NO	Developed
COM-S	LEH	039, 039:E, 039:2E	TC	18,553		Lehi	NO	NO	Developed
COM-S	LEH	040, 040:East 040:2E	TC	131,116	1200 West 1220 North	Lehi	NO	NO	Developed
COM-S	LEH	041, 041:E	TC	260,184	1346 West 1220 North	Lehi	NO	NO	Developed
COM-S	LEH	042, 042:E	TC	74,705	1500 West 1350 North (approx.)	Lehi	YES	NO	Developed
COM-S	LEH	043, 043:E	TC	23,522	1600 West 1500 North (approx.)	Lehi	YES	NO	Developed



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COM-S	LEH	045, 045:E, 046, 047	TC	28,903	9152 West 9600 North	Lehi	NO	NO	Developed
COM-S	LEH	048, 048:E	TC	6,443	Greenfield Park	Lehi	YES	NO	Developed
COM-S	LEH	049, 049:E	TC	6,780	1839 West 1835 North	Lehi	NO	NO	Developed
COM-S	LEH	050, 050:E	TC	10,691	1848 West 1835 North	Lehi	NO	NO	Developed
COM-S	LEH	051, 051:E	TC	9,417	1884 North 1935 West	Lehi	NO	NO	Developed
COM-S	LEH	052, 052:E	TC	10,101	1915 North 1935 West	Lehi	YES	NO	Developed
COM-S	LEH	053, 053:E	TC	391	Corridor S of 2100 N St.	Lehi	YES	NO	Developed
COM-S	LEH	054, 054:E	TC	114	2218 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	055, 055:E	TC	310	2124 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	056, 056:E	TC	239	2136 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	057, 057:E	TC	18,497	2142 N 2230 W	Orem	YES	NO	Developed
COM-S	LEH	058, 058:E	TC	23,100	2150 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	059, 059:E	TC	25,099	2158 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	060, 060:E	TC	113,356	2168 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	061, 061:E	TC	32,567	2178 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	062, 062:E	TC	35,869	2266 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	063, 063:E	TC	38,291	2192 North 2230 West	Lehi	YES	NO	Developed
COM-S	LEH	064, 064:E	TC	6,727	2238 W 2150 N	Lehi	YES	NO	Developed
COM-S	LEH	065, 065:E	TC	230	2208 N 2270 W	Lehi	YES	NO	Developed
COM-S	LEH	066, 066:E	TC	2,185	2218 N 2270 W	Lehi		NO	Developed
COM-S	LEH	067, 067:E	TC	22,246	2230 North 2270 West	Lehi		NO	Developed
COM-S	LEH	068, 068:E	TC	370	2235 North 2270 West	Lehi		NO	Developed
COM-S	LEH	069, 069:E, 069:2E	TC	378	2280 North 2350 West	Lehi		NO	Developed
COM-S	LEH	070, 070:E	TC	314	2288 North 2350 West	Lehi		NO	Developed
COM-S	LEH	071, 071:E	TC	247	2296 N 2350 W	Lehi		NO	Developed
COM-S	LEH	072, 072:E	TC	206	2304 N 2350 W	Lehi		NO	Developed
COM-S	LEH	073, 073:E	TC	288	2316 N . 2350 West	Lehi		NO	Developed
COM-S	LEH	074	TC	511	2332 North 2350 West	Lehi		NO	Developed
COM-S	LEH	075:T	TC	6,254	Lot 250, Plat B, Cranberry Farms Sub.	Lehi		NO	Developed
COM-S	LEH	076	TC	260	Part of Lot 201, Plat B, Cranberry Farms Sub.	Lehi		NO	Developed
COM-S	LEH	077, 077:B, 077:E, 077:2E, 077:3E	TC	28,961	Part of 3100 North and 3300 North Garden Dr.	Lehi		NO	Undeveloped
COM-S	LEH	079, 079:B, 079:D	TC	110,777	part of 3100 North and 3300 North Garden Dr.	Lehi		NO	Undeveloped
COM-S	LEH	080	TC	479,160	3101 North Ashton Blvd (Lehi FrontRunner Station)	American Fork		NO	Undeveloped
COM-S	LEH	084	TC	4,449	2975 W Executive Pkwy.	Lehi		NO	Developed
COM-S	LEH	085	TC	6,275	3049 West Executive Parkway	Lehi		NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	LEH	088	TC	6,919	Approx. 11000 West 11600 North	Lehi		NO	Developed
COM-S	LEH	089, 089:ST	TC	1,793	No address listed by assessor	Lehi		NO	Developed
COM-S	LEH	090, 90:E	TC	707	portion of 1036 West Timber Dr.	Lehi		NO	Developed
COM-S	LEH	093, 093B, 093:E	TC	1,775	Rodeo/500 West	Lehi		NO	Developed
COM-S	LEH	098	TC	918	2000-2400 West 2100 North	Lehi		NO	Developed
COM-S	LEH	400W-1, 2, 3	TC	67,462	400 West from Main St. to 200 South - St. Purchase	Lehi		NO	Developed
COM-S	MUR	004	TC	389	6234 South 300 West	Murray	NO	NO	Developed
COM-S	MUR	005, 005:E	TC	1,189	6160 South 357 West	Murray	NO	NO	Developed
COM-S	MUR	006, 006:E, 006:2E, 006:B, 007, 007:E, 007:2E	TC	18,440	338 West 6160 South & 6114 South 350 West	Murray	NO	NO	Developed
COM-S	MUR	008, 008:E, 008:2E	TC	29,621	6130 South 350 West	Murray	NO	NO	Developed
COM-S	MUR	009, 009:E, 009:2E	TC	17,860	6110 South 350 West B	Murray	NO	NO	Developed
COM-S	MUR	012, 012:E, 012:2E	TC	1,951	5914 South 350 West	Murray	YES	NO	Developed
COM-S	MUR	013, 013:E, 055:E	TC	20,216	328, 358 West 5900 South	Murray	YES	NO	Developed
COM-S	MUR	016	TC	506	5790 South 300 West	Murray	YES	NO	Developed
COM-S	MUR	017, 017:E	TC	14,263	5778, 5780 South 300 West	Murray	NO	NO	Developed
COM-S	MUR	018, 018:E, 018:2E	TC	3,676	5678, 5680 South 300 West	Murray	NO	NO	Developed
COM-S	MUR	019, 019:E, 020	TC	54,450	5650-5662 South 300 West	Murray	NO	NO	Developed
COM-S	MUR	021	TC	100,188	5590, 5604 South 300 West	Murray	YES	NO	Developed
COM-S	MUR	022	TC	3,466	5568 South 300 West	Murray	NO	NO	Developed
COM-S	MUR	023, 023:E	TC	15,682	312 West Anderson Ave. (5560 South) #SEG	Murray	NO	NO	Developed
COM-S	MUR	024	TC	528	5510 South 300 West	Murray	NO	NO	Developed
COM-S	MUR	025, 026, 027	TC	12,272	149,151, 171 West Vine St.	Murray	NO	NO	Developed
COM-S	MUR	028, 028:E	TC	105,328	100 West 4th Ave. (aka 136 West Vine St.)	Murray	NO	NO	Developed
COM-S	MUR	030, 030:E	TC	200	4800 South 153 West (aka 153 West Vine St.)	Murray	NO	NO	Developed
COM-S	MUR	031, 031:E	TC	122	4642-4656 South 160 West	Murray	NO	NO	Developed
COM-S	MUR	032	TC	823	4538 South 160 West	Murray	NO	NO	Developed
COM-S	MUR	033	TC	989	4537 South 200 West	Murray	NO	NO	Developed
COM-S	MUR	034	TC	19,737	175 West 4500 South	Murray	NO	NO	Developed
COM-S	MUR	035, 035:E	TC	40,032	120 W Fireclay Ave.	Murray	NO	NO	Developed
COM-S	MUR	036, 036:E	TC	1,481	175 West Central Ave. #REAR	Murray	YES	NO	Developed
COM-S	MUR	037, 037:E, 037:2E, 037:3E	TC	413	4008, 4010 South Howick St.	Murray	NO	NO	Developed
COM-S	MUR	039, 039:E	TC	1,185,801	3942 South Howick St.	Murray	YES	NO	Developed
COM-S	MUR	041, 041:E	TC	40,946	3808 South 300 West	Murray	YES	NO	Developed
COM-S	MUR	042, 042:2	TC	15,420	205 West 4500 South	Murray	NO	NO	Developed
COM-S	MUR	043	TC	998	573 West 2890 South	Salt Lake	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	MUR	044	TC	3,572	154 West 4800 South	Salt Lake	YES	NO	Developed
COM-S	MUR	048, 048:E	TC	1,032	part of 174 West 4800 South	Murray	NO	NO	Developed
COM-S	MUR	050, 050:E	TC	53	6160 South 357 West	Murray	NO	NO	Developed
COM-S	MUR	051, 051:E	TC	9,723	5948-5956 South 350 West	Murray	YES	NO	Developed
COM-S	MUR	052, 052:E	TC	10,360	5948-5956 South 350 West	Murray	NO	NO	Developed
COM-S	MUR	053, 053:E	TC	2,291	5932 South 350 West	Murray	YES	NO	Developed
COM-S	MUR	054, 054:E, 054:2E	TC	74	5918-5924 South 350 West	Murray	YES	NO	Developed
COM-S	MUR	056	TC	433	168 West 4800 South	Murray	YES	NO	Developed
COM-S	MUR	057	TC	254	158 West 4800 South	Murray	YES	NO	Developed
COM-S	MUR	058	TC	21,625	156, 160 West 4800 South	Murray	YES	NO	Developed
COM-S	MUR	064	TC	7,243	5958 South 350 West	Murray	YES	NO	Developed
COM-S	MUR	067, 067B, 067D, 067:E	TC	7,841	219 West Central Ave.	Murray		NO	Developed
COM-S	ORM	000	TOD	260	1357 West 800 South	Orem	YES	YES	Developed
COM-S	ORM	003, 003:E	TC	918	1054 West 1290 South	Orem	NO	NO	Developed
COM-S	ORM	005	TC	12,056	1200 South 1200 West	Orem	NO	NO	Developed
COM-S	ORM	007, 006	TC	1,030,630	Approx. 1100 South 800 West	Orem	NO	NO	Developed
COM-S	ORM	008, 009	TOD	358,209	1000 South 1200 West	Orem	NO	YES	Undeveloped
COM-S	ORM	010, 010:ST	TOD	154,638	1341 West 800 South	Orem	NO	YES	Developed
COM-S	ORM	011, 011:ST, 011ST:E	TC	21,780	1348 West 800 South	Orem	YES	NO	Developed
COM-S	ORM	012	TC	8,092	779 South 1370 West	Orem	YES	NO	Developed
COM-S	ORM	013	TC	20,909	769 South 1370 West	Orem	NO	NO	Developed
COM-S	ORM	014	TC	3,152	759 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	016	TC	12,262	743 South 1370 West	Orem	YES	NO	Developed
COM-S	ORM	017	TC	2,778	731 South 1370 West	Orem	YES	NO	Developed
COM-S	ORM	018	TC	71	723 South 1370 West	Orem	NO	NO	Developed
COM-S	ORM	019	TC	1,040	713 S 1370 W	Orem	NO	NO	Developed
COM-S	ORM	020	TC	28,314	707 South 1370 West	Orem	NO	NO	Developed
COM-S	ORM	021	TC	284,011	701 South 1370 West	Orem	NO	NO	Developed
COM-S	ORM	022	TC	25,265	1431 West 650 South	Orem	NO	NO	Developed
COM-S	ORM	023	TC	39,640	1432 West 650 South	Orem	NO	NO	Developed
COM-S	ORM	024	TC	649,522	1438 West 650 South	Orem	NO	NO	Developed
COM-S	ORM	025	TC	265	623 S 1470 West	Orem	NO	NO	Developed
COM-S	ORM	026	TC	4,736	611 S 1470 W	Orem	NO	NO	Developed
COM-S	ORM	027	TC	171,060	601 South 1470 West	Orem	NO	NO	Developed
COM-S	ORM	028	TC	167,270	591 South 1470 West	Orem	NO	NO	Developed

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COM-S	ORM	029	TC	19,474	579 South 1470 West	Orem	NO	NO	Developed
COM-S	ORM	030	TC	1,799	571 South 1470 West	Orem	NO	NO	Developed
COM-S	ORM	038, 038:E, 039, 039:E, 040, 040:E	TC	7,579	part of 435 & 519 South Geneva Rd.	Orem	YES	NO	Developed
COM-S	ORM	UVU-1, UVU-2	TOD	1,215	800 South University Parkway	Orem		NO	Developed
COM-S	PRV	001, 001:E	TC	427	376 East 900 South	Provo	YES	NO	Developed
COM-S	PRV	002	TC	28,961	Corridor N of 900 S St.	Provo	YES	NO	Developed
COM-S	PRV	003	TC	6,919	Part of 600 North 300 West	Provo	YES	NO	Developed
COM-S	PRV	004, 005, 006	TC	2,676	801 South 250 East	Provo	NO	NO	Developed
COM-S	PRV	007	TC	3,519	765 South 100 East	Provo	NO	NO	Developed
COM-S	PRV	008, 009	TC	19,603	55 East 680 South	Provo	NO	NO	Developed
COM-S	PRV	010, 011	TC	12,632	600 South 250 West	Provo	NO	NO	Developed
COM-S	PRV	012, 012ST	TC	1,967	283 West 600 South	Provo	NO	NO	Developed
COM-S	PRV	013	TC	23,479	1900 West 600 North	Provo	YES	NO	Developed
COM-S	PRV	014, 014:2E	TC	351,530	Corridor N of Provo River	Provo	YES	NO	Developed
COM-S	PRV	018	TC	143,847	2575 West 1680 North	Provo	NO	NO	Developed
COM-S	PRV	021, 022, 048:1, 048:2	TC	19,166	700 South 300 West	Provo	YES	NO	Developed
COM-S	PRV	029, 029:E	TC	58	530 West 2000 South	Provo	NO	NO	Developed
COM-S	PRV	030	TC	208	1000 West 1600 South	Provo	NO	NO	Developed
COM-S	PRV	031	TC	536	370 North Draper Lane	Provo	NO	NO	Developed
COM-S	PRV	032, 033:1, 033:2	TC	70	Part of 600 North Draper Lane	Provo	YES	NO	Developed
COM-S	PRV	034, 034:E, 034:2E	TC	64,861	650 South 200 West	Provo	NO	NO	Developed
COM-S	PRV	039:T	TC	6,970	Part of 500 S St.	Provo	NO	NO	Developed
COM-S	PRV	040	TC	3,123	455 South 900 West	Provo	NO	NO	Developed
COM-S	PRV	050	TC	101,978	750 South 650 West	Provo	NO	NO	Developed
COM-S	PRV	052, 052:E, 052:2E	TC	8,292	623 South 700 West	Provo	YES	NO	Developed
COM-S	PRV	078	TC	1,261	670 South 100 East	Provo		NO	Developed
COM-S	PRV	080	TC	399	600 South 300 West	Provo		NO	Developed
COM-S	PRV	085	TC	1,800	450 East 900 South	Provo		NO	Developed
COM-S	SAN	001, 1:E, 2, 2:E, 11, 11:E, 11:2E, 13:E	TC	370	459, 474 W 10000 S, 9765 S 500 W (2013 - 9767 South Parkway, 9869 & 9901 S Jordan Gateway	Sandy	YES	NO	Developed
COM-S	SAN	003 & 004, 003B, 003:E, 003:2E 003:4E	TC	1,775	9424, 9768 South 300 West	Sandy	NO	NO	Developed/Undeveloped
COM-S	SAN	005, 005:E	TC	94	9238-9334 South 370th West	Sandy	NO	NO	Developed
COM-S	SAN	006, 006:E, 006:2E, 007, 007:E , 007:2E, 007:3E	TC	742	9150 South 300 West (approx.)	Sandy	NO	NO	Developed
COM-S	SAN	008, 008:E, 008:2E, 008:3E	TC	259,182	9110 South 300 West	Midvale	NO	NO	Developed
COM-S	SAN	009, 009:E, 009:2E	TC	4,704	9084 South 300 West	Sandy	NO	NO	Developed
COM-S	SAN	010, 010:E, 010:2E, 010:3E	TC	13,504	355-385 West 9000 South	Midvale	NO	NO	Developed

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COM-S	SLC	001, 001:E	TC	2,903	3766 South 300 West	South Salt Lake	YES	NO	Developed
COM-S	SLC	003, 003:E, 004, 004:E	TC	14,497	3732 & 3724 South 300 West	Salt Lake	NO	NO	Developed
COM-S	SLC	005, 005:E	TC	278	3690 South 300 West	Salt Lake	NO	NO	Developed
COM-S	SLC	006, 006:E	TC	16,664	3650 South 300 West	Salt Lake	NO	NO	Developed
COM-S	SLC	007	TC	37,752	3636 South 300 West (aka 3634 South)	Salt Lake	NO	NO	Developed
COM-S	SLC	008	TC	122,866	3596-3604 South 300 West	Salt Lake	NO	NO	Developed
COM-S	SLC	009, 009:E, 010, 010:E	TC	464,350	3592 S & 3586 South 300 West	Salt Lake	NO	NO	Developed
COM-S	SLC	011, 011:E, 012, 012:E, 013, 013:E	TC	5,176	3580, 3572, 3566 South 300 West (now 3578; 3572, 3564 South)	Salt Lake	NO	NO	Developed
COM-S	SLC	014, 014:E	TC	3,073	3530 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	016, 016:E	TC	436	3202 South 460 West (approx.)	South Salt Lake	YES	NO	Developed
COM-S	SLC	017	TC	260	3180-3182 South Davis Dr.	Salt Lake	YES	NO	Developed
COM-S	SLC	019, 019:E	TC	77,537	3124 South Davis Dr.	Salt Lake	NO	NO	Developed
COM-S	SLC	020, 020:E	TC	326,700	3096 South 460 West (Davis Dr.)	Salt Lake	NO	NO	Developed
COM-S	SLC	021	TC	69,696	3052 South Davis Dr.	South Salt Lake	NO	NO	Developed
COM-S	SLC	022, 022:E, 022:3E	TC	5,414	573 West 2890 South	Salt Lake	YES	NO	Developed
COM-S	SLC	023, 23B, 23E	TC	154,103	573 West 2890 South	Salt Lake	NO	NO	Developed
COM-S	SLC	024, 024:E	TC	8,276	2747 South 600 West # APXBT (aka 2772 South)	South Salt Lake	NO	NO	Developed
COM-S	SLC	025	TC	158,994	1890 South 500 West	Salt Lake	NO	NO	Developed
COM-S	SLC	028, 028:E, 028:2E	TC	217,800	536 West Pickett Circle	Salt Lake	NO	NO	Developed
COM-S	SLC	030	TC	549	551 West 1700 South	Salt Lake	NO	NO	Developed
COM-S	SLC	031, 031:E	TC	70	550 West 1700 South	Salt Lake	NO	NO	Developed
COM-S	SLC	032, 032:E, 032:2E, 032:3E	TC	6,970	1514 South 500 West	Salt Lake	NO	NO	Developed
COM-S	SLC	033	TC	48	525 West 1300 South	Salt Lake	NO	NO	Developed
COM-S	SLC	035, (023 ~ property trade)	TC	44,555	614 West 600 South	Salt Lake	NO	NO	Developed
COM-S	SLC	039, 039:E	TC	112,820	619 West 700 South	Salt Lake	YES	NO	Developed
COM-S	SLC	043, 043:E	TC	222,157	3650 South 300 West	Salt Lake	NO	NO	Developed
COM-S	SLC	045, 045:E	TC	440,392	1050 South 500 West	Salt Lake	NO	NO	Developed
COM-S	SLC	047	TC	1,028,887	604 West 700 South	Salt Lake	NO	NO	Developed
COM-S	SLC	048	TC	32,931	615 West 800 South	Salt Lake	NO	NO	Developed
COM-S	SLC	051	TC	8,284	643 West 800 South	Salt Lake	NO	NO	Developed
COM-S	SOJ	002, 002:E	TC	399	part of 11351 South 445 West	South Jordan	NO	NO	Developed
COM-S	SOJ	003, 003:E	TC	67,462	11337 South 445 West (aka 11295 South)	South Jordan	NO	NO	Developed
COM-S	SOJ	004	TC	117,612	11321 South 445 West	South Jordan	NO	NO	Developed
COM-S	SOJ	005	TC	7,343	11295 South 445 West	South Jordan	NO	NO	Developed
COM-S	SOJ	006	TC	8,921	11279 South 445 West	South Jordan	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	SOJ	007	TC	469,927	portion of 11263 South 445 West	South Jordan	NO	NO	Developed
COM-S	SOJ	008, 009	TC	2,666	11231 South 445 West	South Jordan	NO	NO	Developed
COM-S	SOJ	010	TC	45,482	11065 South Sterling Veiw Dr.	South Jordan	NO	NO	Developed
COM-S	SOJ	012, 012-B, 012-E, 012:2E, 012:3E, 012:4E, 012:5E	TC	2,046	10726 South 418 West (aka 10715 S Jordan Gateway)	South Jordan	NO	NO	Developed
COM-S	SOJ	013, 013:E, 013:2E, 013:3E, 013:4E, 013:5E	TC	222	10619 South Jordan Gateway	South Jordan	YES	NO	Developed
COM-S	SOJ	014, 014:E	TC	627	10512 South 300 West	South Jordan	NO	NO	Developed
COM-S	SOJ	015, 015:E, 015:2E	TC	119,172	10499 South Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	016:T, 016:3E (RMP Wo# 005499863)	TOD	33,751	10447 South Jordan Gateway	South Jordan	YES	NO	Developed
COM-S	SOJ	017, 018, 017:E, 017:2E, 018:E	TC	14,231	10401, 10421 South Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	019, 020, 023	TOD	35,284	10278 S 300 W, 10351 & 10383 S Jordan Gateway	South Jordan	NO	NO	Undeveloped
COM-S	SOJ	021	TOD	75,680	10278 South 300 West (2012 - 10333 South Jordan Gateway)	South Jordan	NO	NO	Developed
COM-S	SOJ	022, 024, 024:E, 024:2E, 028	TOD	31,653	10278 South 300 West	South Jordan	NO	NO	Undeveloped
COM-S	SOJ	025B, 025B:E, 025B:2E, 025B:3E, 025B:4E, 025B:5E	TC	8,970	10200 South 406 West	South Jordan	NO	NO	Developed
COM-S	SPR	115-6:247BN:Z2	TC	14,497	Approx. 1400 West/1600 South (40.145313, -111.638842)	Springville		NO	Developed
COM-S	VIN	002	TC	1,261	ROW between 1600 North & 400	Vineyard	YES	NO	Developed
COM-S	VIN	002B, 002D	TC	1,800	ROW between 1600 North & 400	Vineyard	YES	NO	Developed
COM-S	VIN	003	TC	1,793	257 South Vineyard Rd.	Vineyard	YES	NO	Developed
COM-S	VIN	006	TC	239	Part of Vineyard Road north of 3600 North	Vineyard	NO	NO	Developed
DD	MSP102	001	TC	10,890	714 & 716 West 300 South	Salt Lake		YES	Developed
DD	MSP102	003	TC	5,395	716 West 300 South	Salt Lake		YES	Developed
DD	MSP102	004	TC	1,562	400 South 600 West	Salt Lake		YES	Developed
DRLRT	DRE	003:T	TC	643	362 East 11400 South	Draper		NO	Developed
DRLRT	DRE	009, 009:E	TC	389	12091 South 800 East	Draper		NO	Developed
DRLRT	DRE	011, 011:E, 011:2E	TC	5,646	781 East 11900 South	Draper		YES	Developed
DRLRT	DRE	015, 15:E	TC	221,000	1075 - 1085 East 12300 South (2013 - 1085 & 1086 E Draper Pkwy & 1134 E Pioneer Rd)	Draper		YES	Developed
DRLRT	DRE	017:T, 018:T, 017:E	TC	113,692	11824, 11832, 11840 S 700 E	Draper		YES	Undeveloped
DRLRT	DRE	019, (19:E, 19:2E conveyed by UTA)	TC	53,934	689 E 11900 So (2013 -- 11868 S 700 E & 636 E Kimballs Ln)	Draper		YES	Developed
DRLRT	DRE	021:T	TC	117,612	11400 South 361 East (aka 358 E La Vera Ln.)	Sandy		NO	Undeveloped
DRLRT	DRE	022:T	TC	89,734	331 East 11400 South	Draper		YES	Developed
DRLRT	DRE	026	TC	2,676	466 East Camden Park Ct.	Draper		YES	Developed
DRLRT	DRE	027	TC	762	469 East Camden Park Ct.	Draper		YES	Developed
DRLRT	DRE	028	TC	7,343	409 E 11000 S	Draper		YES	Developed
DRLRT	DRE	029	TC	12,056	411 E 11400 S (2013 - 409 E 11400 S)	Draper		YES	Developed
DRLRT	DRE	042	TC	278	476 E Camden Park Court	Draper		NO	Developed
DRLRT	DRE	043	TC	1,189	11462 Camden Park Lane	Draper		YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
DRLRT	DRE	044	TC	1,120	11476 S Camden Park Lane	Draper		YES	Developed
DRLRT	DRE	045, 045:E	TC	475	11486 South Camden Park Lane	Draper		YES	Developed
DRLRT	DRE	046, 046:E	TC	94	11498 South Camden Park Lane	Draper		NO	Developed
DRLRT	DRE	052	TC	82	12300 South St. (SE Corner - Draper Parkway & UTA ROW)	Draper		NO	Developed
EIM	EIM	001	TC	752,891	669 W 200 South	Salt Lake		NO	Developed
FRNX	BOX	1002:T	TC	72,310	Approx. 865 West 8700 South	Willard		NO	Developed
FRNX	BOX	1051	TC	8,921	188 South 200 West	Willard		NO	Developed
FRNX	BOX	1070	TC	1,632,572	550 W 750 N	Willard		NO	Developed
FRNX	BOX	1087:T, & REF 1087:T	TC	65,049	Approx. 3350 South Perry St.	Perry		NO	Developed
FRNX	BRG	001	TC	196,455	199 South 800 West	Brigham		NO	Developed
FRNX	BRG	1121, 1121E	TC	469,927	Approx. 1200 West 1100 South	Brigham		NO	Developed
FRNX	BRG	1142, 1142:E	TC	45,832	532 South 900 West	Brigham		NO	Developed
FRNX	BRG	1143	TC	3,519	450 South 900 West	Brigham		NO	Developed
FRNX	BRG	1148	TC	31,092	Approx. 260 South 800 West	Brigham		NO	Developed
FRNX	HAR	130:T	TC	1,030,630	Approx. 400 W North St.	Harrisville		NO	Undeveloped
FRNX	PER	1086, 1086:2	TC	28,629	Approx. 1402 W 3550 S	Perry		NO	Undeveloped
FRNX	PER	1097	TC	16,664	Approx. 1501 West 3225 South	Perry		NO	Developed
FRNX	PER	1098	TC	18,440	Approx. 3160 South Perry St.	Perry		NO	Developed
FRNX	PER	1106	TC	16,553	1500 W 2950 S	Perry		NO	Developed
FRNX	PER	1107	TC	760	Approx. 1490 W 2950 S	Perry		NO	Undeveloped
FRNX	PER	1108	TC	2,907	Approx. 1310 West Cannery St.	Perry		NO	Developed
FRNX	PER	1109, 1109:2	TC	12,852	Approx. 2850 South Perry St.	Perry		NO	Developed
FRNX	PER	1118, 1118:2	TC	2,907	Approx. 1380, 1450 & 1502 West Davis Dr.	Perry		NO	Developed
FRNX	PER	1119	TC	37,752	Approx. 1770 South Frontage St.	Perry		NO	Developed
FRNX	WLD	1052	TC	24,413	Approx. 110 South 250 West	Willard		NO	Developed
FRNX	WLD	1055	TC	4,428	68 South 500 West	Willard		NO	Developed
FRNX	WLD	1071:T	TC	83,811	Approx. 500 West 750 North	Willard		NO	Developed
FRNX	WLD	1072	TC	139,427	Approx. 350 West to 500 750 North	Willard		NO	Undeveloped
FRNX	WLD	1083, 1083:2	TC	90,102	3630 South Perry St.	Willard		NO	Developed
FRNX	WLD	800	TC	941,394	±8700 South to ±6800 South 200 West, South Willard	Willard		NO	Undeveloped
FTU	BRT	052, 052E	TC	311,310	5600 W 5400 S	West Valley		NO	Undeveloped
FTU	FTU	001	TC	122,866	17th St. and Gibson Ave	Ogden		YES	Undeveloped
FTU	FTU	002	TC	12,197	1763 Gibson Ave	Ogden		YES	Undeveloped
FTU	FTU	003	TC	416,434	1731 Gibson Ave	Ogden		YES	Undeveloped
FTU	FTU	004	TC	226,076	1700 South St.	Ogden		YES	Undeveloped

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
FTU	FTU	024	TC	29,621	1300 South 525 West	Salt Lake		NO	Undeveloped
FTU	FTU	025	TC	259,182	2053 South 900 West (2050 S for Tax ID -008; 2330 S for Tax ID -010; 2360 S for Tax ID -012; 2302 S for Tax ID -002 )	South Salt Lake		NO	Developed
FTU	FTU	029	TC	59,781	4864 S Box Elder St	Murray		NO	Developed
FTU	FTU	031	TC	19,603	41 W 4800 S	Murray		NO	Undeveloped
FTU	FTU	033 (Disp. UDOT Ref. Parcel 18)	TC	2,666	7776 S State St	Midvale		NO	Undeveloped
FTU	FTU	034 (Disp. UDOT Ref. Parcel 18, 18:2E, 18P)	TC	18,219	7788 S State	Midvale		NO	Undeveloped
FTU	FTU	035 (Disp. UDOT Ref. Parcel 18)	TC	11,678	7768 S State St	Midvale		NO	Undeveloped
FTU	FTU	036 (Disp. UDOT Ref. Parcel 18)	TC	19,675	7750 S State St	Midvale		NO	Undeveloped
FTU	FTU	038	TC	8,320	8245 South State St.	Midvale		NO	Developed/Undeveloped
FTU	FTU	039	TC	4,704	8236, 8245 South 100 East	Sandy		NO	Undeveloped
FTU	FTU	043	TC	17,860	Part of Sec 23, T43, R1W, SLB &M	Draper		NO	Undeveloped
FTU	FTU	044	TC	464,350	211 W Highland Dr.	Draper		NO	Undeveloped
FTU	FTU	045	TC	108,464	2340 South 900 West	South Salt Lake		NO	Developed
FTU	FTU	046	TC	36,957	3475 W Norris View Lane	West Jordan		NO	Developed
MF	MF	019	TC	95,832	120 South 600 West	Salt Lake		YES	Developed
MF	MF	020	TC	13,504	143 South 700 West	Salt Lake		YES	Developed
MF	MF	021	TC	154,638	630 West 200 South	Salt Lake		YES	Developed
MF	MF	022	TC	12,632	161 South 700 West	Salt Lake		YES	Developed
MF	MF	023	TC	40,511	133 South 700 West	Salt Lake		YES	Developed
MF	MF	027	TC	3,105,692	3667 South 1030 West & 3562, 3610 South 900 West & 898 West Fine Dr.	Salt Lake		YES	Developed/Undeveloped
MF	MF	032	TC	591,577	582 West 6960 South	Salt Lake		YES	Developed
MF	MF	045	TC	80,329	1100 West Geneva Rd.	Orem		YES	Developed
MF	MF	046	TC	786,258	1200 South Geneva Rd.	Orem		YES	Developed
MF	MF	MF-007-016,F	TC	511,328	137 West 17th St.	Ogden		YES	Developed
MF	MSP081	001	TC	45,482	90 S Garnet St., Suite 2	Tooele		YES	Developed
MJLRT	MJ	000	TC	4,286,304	Remainder of Bingham Industrial Lead from 0.18 to 6.60 and Dalton Spur	West Jordan		YES	Preserved Corridor
MJLRT	MJ	001, 001:E	TC	13,359	6300 South 300 West	Murray		YES	Developed
MJLRT	MJ	002	TC	47,289	6395 S Cottonwood St. (2012)	Murray		YES	Developed
MJLRT	MJ	004	TC	21,780	301 West Winchester, 6429 South Meyers Lane.	Murray		YES	Developed
MJLRT	MJ	005	TC	16,932	6425 South Meyers Lane	Murray		YES	Developed
MJLRT	MJ	012:T	TC	11,288	6435 South Meyers Lane	Murray		YES	Developed
MJLRT	MJ	014, 014:E, 015, 015:E	TC	8,092	6450 South & 6464 South Cottonwood St.	Murray		YES	Developed
MJLRT	MJ	016	TC	252	389 W Winchester Ave	Murray		YES	Developed
MJLRT	MJ	017, 017:E, 018, 018:E	TC	2,046	397 West Winchester St.	Murray		YES	Developed
MJLRT	MJ	019, 020	TC	1,223	411 West Winchester St.	Murray		YES	Developed



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MJLRT	MJ	023, 023:E	TC	1,951	7125 South 600 West #SEG	Murray		YES	Developed
MJLRT	MJ	024, 024:2	TC	8,999	591 West Ninth Ave.	Midvale		YES	Developed
MJLRT	MJ	025, 025:E	TC	2,691	621 West Ninth Ave.	Midvale		YES	Developed
MJLRT	MJ	026, 026:E, 026:2E, 098:E, 104:E	TC	191,229	7387 South Bingham Junction Blvd.	Midvale		YES	Developed
MJLRT	MJ	031, 032	TC	20,909	1073 West 7800 South	West Jordan		YES	Developed
MJLRT	MJ	033	TC	28,314	1099 W 7800 S (approx.)	West Jordan		YES	Developed
MJLRT	MJ	034:T, 039:T	TC	23,479	1100 W 7800 S	West Jordan		NO	Developed
MJLRT	MJ	035	TC	33,106	1135 West 7800 South	West Jordan		YES	Developed
MJLRT	MJ	037	TC	784	997 West 7800 South	West Jordan		YES	Developed
MJLRT	MJ	038	TC	222	991 West 7800 South	West Jordan		YES	Developed
MJLRT	MJ	041, 091, 099, 100, 102, 102:E, 102B	TC	20,216	2150 West Sugar Factory Rd. (-041 = 7901 S 1300 W; -099 = 1094 W 7800 S; -004 = 1099 W 7800 S)	West Jordan		NO	Developed
MJLRT	MJ	042:T	TC	3,049	7897 South 1300 West	Salt Lake		YES	Developed
MJLRT	MJ	046, 046:E, 046:2E, 046:3E	TC	3,152	7902 South 1410 West	West Jordan		YES	Developed
MJLRT	MJ	047, 048, 048B	TC	351,530	1563 West 8020 South & 8021 South Redwood Rd. (approx.)	West Jordan		YES	Developed
MJLRT	MJ	051	TC	3,073	8065 South Redwood Rd.	West Jordan		YES	Developed
MJLRT	MJ	052	TC	627	8071 South Redwood Rd.	West Jordan		YES	Developed
MJLRT	MJ	055, 055:2, 055:2:E, 055:E, 057:T	TC	195,584	8305 S, 8323 S 2700 West (8351, 8349 South for -005, -006)	West Jordan		YES	Developed
MJLRT	MJ	056	TC	67,954	8349 South 2700 West	West Jordan		YES	Developed
MJLRT	MJ	058	TC	17,758	8399 South Dunlop Dr.	West Jordan		YES	Developed
MJLRT	MJ	058B	TC	19,331	8399 South Dunlop Dr.	West Jordan		YES	Developed
MJLRT	MJ	060, 060:E	TC	3,500	8523 South 2940 West	West Jordan		YES	Developed
MJLRT	MJ	065, 066	TOD	475,240	3295 W 8600 S (8756, 8759 S 3400 W and 8628; 8643 S Norris View Lane)	West Jordan		YES	Undeveloped
MJLRT	MJ	067, 068 (UDOT 003:T, 004:T)	TC	119,172	4742, 4766 West Old Bingham Hwy	West Jordan		NO	Undeveloped
MJLRT	MJ	069, 069:E	TC	744	9780 South 5200 West (5401 W Old Bingham Hwy)	West Jordan		YES	Developed
MJLRT	MJ	070	TC	829,082	5650 West Old Bingham Hwy.	West Jordan		YES	Developed/Undeveloped
MJLRT	MJ	071, 071:E, 071:2E	TC	26,328	5701 W 10301 S	Salt Lake		YES	Developed
MJLRT	MJ	076, 076:E	TC	506	2802 W Haun Dr	West Jordan		YES	Developed
MJLRT	MJ	077:T	TC	10,575	6419 South Cottonwood St.	Murray		NO	Developed
MJLRT	MJ	078	TC	12,262	6390 South 300 West	West Jordan		YES	Developed
MJLRT	MJ	079, 079:E, 013:T	TC	12,197	6477 South Cottonwood St. (6430 So. Meyers Lane)	Murray		YES	Developed
MJLRT	MJ	081, 081:2, 081:E, 081:2E	TC	436	6490 South Cottonwood St.	Murray		YES	Developed
MJLRT	MJ	082, 083	TC	1,590	2792 West Fahian Circle	West Jordan		YES	Developed
MJLRT	MJ	089, 089:E	TC	948	377 West Winchester St.	Murray		YES	Developed
MJLRT	MJ	090, 090:E	TC	1,358	372 West Winchester St.	Murray		YES	Developed
MJLRT	MJ	092, 092:2	TC	260	8399 South Dunlop Dr. #APXBT	West Jordan		YES	Developed

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MJLRT	MJ	093, 093:B	TC	2,778	2874 West 8421 South	West Jordan		YES	Developed
MJLRT	MJ	094, 094:E	TC	6,201	1098-1100 West 7800 South	West Jordan		YES	Developed
MJLRT	MJ	095	TC	14,263	646 West Ninth Ave	West Jordan		YES	Developed
MJLRT	MJ	101B, 101	TC	220	8397 Spaulding Court	West Jordan		YES	Developed
MJLRT	MJ	120, 120:E	TC	845	3189 West 8565 South	West Jordan		YES	Developed
MJLRT	MJ	123, 123:E	TC	359	3187 West 8565 South	West Jordan		NO	Developed
MJLRT	MJ	124, 124:E	TC	71	3173 West 8565 South	West Jordan		NO	Developed
MJLRT	MJ	127, 127:E	TC	66	3547 West Norris View Lane (as of 2013 3573 West Norris View Ln)	West Jordan		YES	Developed
MJLRT	MJ	128, 128:E, 128:2E	TC	5,086	3573 W Norris View Lane	West Jordan		YES	Developed
MJLRT	MJ	130	TC	58,825	3970 W Old Bingham Hwy	West Jordan		YES	Developed
NSLRT	NS	001	TC	12,375,500	775.19 - 798.74			YES	Developed
NSLRT	NS	002	TC	6,534	969 South 200 West	Salt Lake		YES	Developed
NSLRT	NS	003	TC	77,537	1300 South 189 West	Salt Lake		YES	Developed
NSLRT	NS	004	TC	54,450	142 West 1300 South	Salt Lake		YES	Developed
NSLRT	NS	005	TC	34,848	2100 South 221 West	South Salt Lake		YES	Developed
NSLRT	NS	006	TC	35,284	3197 South Washington St.	South Salt Lake		YES	Developed
NSLRT	NS	007	TC	17,991	210 West 3300 South	South Salt Lake		YES	Developed
NSLRT	NS	008	TC	28,314	3205 South Washington St.	South Salt Lake		YES	Developed
NSLRT	NS	009	TC	15,682	3227 South Washington St.	South Salt Lake		YES	Developed
NSLRT	NS	010	TOD	326,700	3844 South West Temple St.	Salt Lake		YES	Developed
NSLRT	NS	011	TC	189,408	4350 South Main St.	Murray		YES	Developed
NSLRT	NS	012	TC	69,696	89 West Fireclay Ave. (4350 S main St.)	Murray		YES	Developed
NSLRT	NS	013, 013:E	TC	100,188	4340 South Main St. (aka 71 West Clay Ave)	Murray		YES	Developed
NSLRT	NS	014	TC	12,632	4916-4936 South Box Elder St.	Murray		YES	Developed
NSLRT	NS	015	TC	284,011	5202 South Main St.	Murray		YES	Developed
NSLRT	NS	018	TC	160,736	222 West Winchester	Murray		YES	Developed
NSLRT	NS	019	TC	19,166	202 West Winchester	Murray		YES	Developed
NSLRT	NS	020	TC	3,466	6225 South 300 West	Murray		YES	Developed
NSLRT	NS	021	TC	45,738	5813 and 5823 South 300 West	Murray		NO	Undeveloped
NSLRT	NS	022	TC	231,304	6960 South 600 West	Midvale		NO	Developed
NSLRT	NS	023	TC	25,265	175 West 7200 South	Midvale		YES	Developed
NSLRT	NS	024	TOD	255,568	205 West 7200 South	Midvale		YES	Developed/Undeveloped
NSLRT	NS	025	TC	871	107 West Center St.	Midvale		YES	Developed/Undeveloped
NSLRT	NS	026	TC	46,041	724 E Center St.	Midvale		NO	Developed
NSLRT	NS	027	TC	5,414	686 East Center St. 7756 South Coolidge St.	Midvale		YES	Developed

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NSLRT	NS	028	TC	41,818	740 E Center St (aka 95 W Center St.)	Midvale		YES	Developed
NSLRT	NS	029	TC	21,780	740 East Center (aka 95 W Center St.)	Midvale		YES	Developed
NSLRT	NS	030	TC	4,437	19 S. Coolidge St. (aka 95 W Center St.)	Midvale		YES	Developed
NSLRT	NS	031	TC	39,640	7951 South State St.	Midvale		YES	Developed
NSLRT	NS	032	TC	7,841	7877 So. Taft St. (Residential home lot)	Midvale		YES	Undeveloped
NSLRT	NS	033T	TC	15,682	7877 South Taft St.	Midvale		YES	Developed
NSLRT	NS	034	TC	2,768	7800 S State St.	Midvale		NO	Undeveloped
NSLRT	NS	035	TC	5,401	8960 South 180 East	Sandy		YES	Developed
NSLRT	NS	036	TC	10,019	8960 South 180 East	Sandy		YES	Developed
NSLRT	NS	037	TC	10,019	9650 South 170 East (aka 9607 S State St.)	Sandy		YES	Undeveloped
NSLRT	NS	038	TC	87,120	9949 S State St.	Sandy		YES	Undeveloped
NSLRT	NS	040	TC	649,522	9949 S State St (aka 120 E. Sego Lily Dr.)	Sandy		YES	Developed/Undeveloped
NSLRT	NS	041	TC	8,276	100 E 9900 S (aka 120 E Sego Lily Dr.)	Sandy		YES	Developed
NSLRT	NS	042	TC	158,994	10000 South (aka 120 E. Sego Lily Dr.)	Sandy		YES	Developed
NSLRT	NS	045	TC	2,331	7105 South Cottonwood St.	Midvale		NO	Developed
NSLRT	NS	5900 S	TC	265	519 South 275 West	Murray		NO	Developed
NSLRT/MJLRT	NS/MJ	044/003	TC	12,272	6417 South Cottonwood St.	Murray		YES	Developed
OIH	OIH	001	TOD	229,997	2393 Wall Ave.	Ogden		YES	Developed/Undeveloped
PI	PI	1682A	TC	4,736	92 N 1200 E	Lehi		NO	Developed
PI	PI	1682B	TC	5,333	945 W 500 N	American Fork		NO	Developed
PI	PI	Duane Chase	TC	171,060		Lehi		NO	Undeveloped
PIH	PIC	001	TOD	26,395	701 South Freedom Blvd.	Provo		YES	Developed
PIH	PIC	002	TOD	167,270	721 Freedom Blvd.	Provo		YES	Developed
PIH	PIC	003	TOD	105,328	721 Freedom Blvd.	Provo		YES	Developed
PIH	PIC	004	TOD	217,800	721 Freedom Blvd.	Provo		NO	Developed
PIH	PIC	005	TOD	10,007	721 Freedom Blvd.	Provo		YES	Developed
PIH	PIC	006	TOD	95,919	721 Freedom Blvd.	Provo		YES	Developed
PIH	PIC	008	TOD	19,474	721 Freedom Blvd.	Provo		YES	Developed
SLIM	SLIM	001	TOD	579,348	600 West 200, 300 South	Salt Lake		NO	Developed/Undeveloped
SP-1591	SP-1591	UTA TL-1, 1:E	TC	58	1250 E 500 South	Salt Lake		NO	Developed
Sugar House	SH	001, 001:E, 001:2E(RMP WO# 5622744)	TC	6,220	2212 S West Temple St	South Salt Lake		YES	Developed
ULRT	UL	001	TC	2,614	450 South State St	Salt Lake		YES	Developed
ULRT	UL	002	TC	208	375 South State	Salt Lake		YES	Developed
ULRT	UL	004, 005, 005A	TC	1,799	200 East 400 South	Salt Lake		YES	Developed
ULRT	UL	007	TC	549	525 E 400 South	Salt Lake		YES	Developed

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ULRT	UL	008	TC	200	564 East 400 South	Salt Lake		YES	Developed
ULRT	UL	009	TC	457	650 East 400 South	Salt Lake		YES	Developed
ULRT	UL	010-1	TC	235	664 East 400 South	Salt Lake		YES	Developed
ULRT	UL	010-2	TC	536	680 East 400 South	Salt Lake		YES	Developed
ULRT	UL	011	TC	70	677 East 400 South	Salt Lake		YES	Developed
ULRT	UL	012	TC	122	710 East 400 South	Salt Lake		YES	Developed
ULRT	UL	013-1	TC	1,307	701 East 400 South	Salt Lake		YES	Developed
ULRT	UL	013-2	TC	984	765 East 400 South	Salt Lake		YES	Developed
ULRT	UL	014	TC	450	860 East 400 South	Salt Lake		NO	Developed
ULRT	UL	015	TC	4,000	860 East 400 South	Salt Lake		NO	Developed
ULRT	UL	016	TC	823	333 South 900 East	Salt Lake		YES	Developed
ULRT	UL	017	TC	6,970	928 East 400 South	Salt Lake		YES	Developed
ULRT	UL	018	TC	1,198	471 South 1000 East	Salt Lake		YES	Developed
ULRT	UL	019	TC	70	491 South 1100 East	Salt Lake		YES	Developed
ULRT	UL	020	TC	989	928 East 400 South	Salt Lake		YES	Developed
ULRT	UL	021	TC	48	1320 East 500 South	Salt Lake		YES	Developed
UPRR-01	UP	001	TC	3,742,073	782.48-818.05 (35.57) UP Salt Lake Subdivision (OSL) 3.4a	Salt Lake-Ogden		NO	Preserved Corridor
UPRR-01	UP	002	TC	628,048	M.P. 817.5, West of Ogden Yd., 30th St.	Ogden		NO	Undeveloped
UPRR-01	UP	003	TC	220,631	M.P. 817.5, West of Ogden Yd., 30th St.	Ogden		NO	Undeveloped
UPRR-01	UP	004	TC	427,280	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy		NO	Undeveloped
UPRR-01	UP	005	TC	133,337	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy		NO	Undeveloped
UPRR-01	UP	006	TC	64,861	775.0 5600 South	Roy		NO	Undeveloped
UPRR-01	UP	007	TC	163,350	M.P. 809.0, 200 So.	Clearfield		NO	Undeveloped
UPRR-01	UP	008	TC	2,582,294	1250 South, Highway 91	Clearfield		NO	Developed/Undeveloped
UPRR-01	UP	009	TC	40,032	Milepost 807.3 S Side Antelope Dr	Layton		NO	Undeveloped
UPRR-01	UP	010	TC	59,154	Mile Post 767.1 Gentile	Layton		NO	Undeveloped
UPRR-01	UP	011	TC	1,481	M.P. 805.3, 800 No., West of King St.	Layton		NO	Undeveloped
UPRR-01	UP	012	TC	20,647	M.P. 802.3, Near Grain Elev. 100 North	Kaysville		NO	Undeveloped
UPRR-01	UP	013	TC	109,248	MP 755.5 Pages Lane	Bountiful		NO	Undeveloped
UPRR-01	UP	014	TC	11,349,558	MP. 754.31-778.0 (23.69)DRGW 3.2a	North Salt Lake -Ogden		NO	Preserved Corridor
UPRR-01	UP	015	TC	1,589,940	Beck St.	Salt Lake		NO	Developed
UPRR-01	UP	016	TC	9,452	M.P. 743.0, SW Cor 1700 South & I-15 (aka 589 W 1700 S)	Salt Lake		NO	Undeveloped
UPRR-01	UP	017	TC	7,579	M.P. 740.6, SW Cor 3300 S & I-15	Salt Lake		NO	Undeveloped
UPRR-01	UP	018	TC	112,820	M.P. 739.5, South of 3900 South	South Salt Lake		NO	Undeveloped
UPRR-01	UP	019	TC	1,185,801	0.00-2.74 (2.74) Sugarhouse Spur 3.2e 2240 S Main St. (-501-004)	South Salt Lake-Salt Lake		NO	Preserved Corridor

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UPRR-01	UP	021	TC	2,215,810	Northern 35' of MP 0.00 - 6.60 and all of 6.60 - 11.81 Bingham Industrial Lead (6045, 6081 W Old Bingham Hwy)	West Jordan		NO	Preserved Corridor
UPRR-01	UP	022	TC	1,938,113	729.50 -745.50 (16) Subdivision (Salt Lake) 3.4c	Sandy -Salt Lake		NO	Preserved Corridor
UPRR-01	UP	023	TC	131,116	12800 South Milepost 728 Mainline	Draper		NO	Undeveloped
UPRR-01	UP	024	TC	159,430	Milepost 727.5 13200	Draper		NO	Undeveloped
UPRR-01	UP	025	TC	484,823	Milepost 725.0 13400 South	Riverton		NO	Undeveloped
UPRR-01	UP	026	TC	201,509	MP 723.7 Narrows (inaccessible)	Bluffdale		NO	Undeveloped
UPRR-01	UP	027	TC	185,043	MP 723.0 Narrows (inaccessible)	Bluffdale		NO	Undeveloped
UPRR-01	UP	028	TC	108,447	MP 722.5 Narrows (Inaccessible)	Bluffdale		NO	Undeveloped
UPRR-01	UP	029	TC	40,946	MP 721.5 Narrows (inaccessible)	Bluffdale		NO	Undeveloped
UPRR-01	UP	030	TC	260,184	Milepost 771.00 2100 North Lehi	Lehi		NO	Undeveloped
UPRR-01	UP	031	TC	15,420	MP 717.0	Lehi		NO	Undeveloped
UPRR-01	UP	032	TC	6,698,657	MP 775.23-762.00 (13.23) Provo Industrial Lead 3.2f	Lindon-Lehi		NO	Preserved Corridor
UPRR-01	UP	033	TC	25,134	Milepost 766.5 100 N & 200 East	American Fork		NO	Developed
UPRR-01	UP	034	TC	21,606	Milepost 763.5 HWY 89 & 300 S	Pleasant Grove		NO	Undeveloped
UPRR-01	UP	035	TC	74,705	MP 698.5 N of Geneva	Geneva		NO	Undeveloped
UPRR-01	UP	036	TC	1,686,643	MP 752.41-757.25 (4.84) Sharp Subdivision 3.2c	Provo-Lindon		NO	Preserved Corridor
UPRR-01	UP	037	TC	2,489,890	705.71-729.50 (23.79) UP Provo Subdivision (Lakota) 3.4b			NO	Preserved Corridor
UPRR-01	UP	038	TC	222,157	752.41-750.18 (2.23) Sharp Subdivision (University)3.4d	Provo-Springville		NO	Preserved Corridor
UPRR-01	UP	039	TC	23,522	Milepost 701.1 800 West 600 South	Provo		NO	Undeveloped
UPRR-01	UP	040	TC	3,572	MP 695.8 South of Provo Yard	Provo		NO	Undeveloped
UPRR-01	UP	041	TC	27,704	M.P. 695.8, 400 So., West of Springville	Springville		NO	Developed
UPRR-01	UP	042	TC	440,392	749.99-745.82 (4.17) Sharp Subdivision (Springville)3.4e	Springville		NO	Preserved Corridor
UPRR-01	UP	043	TC	4,826,884	0.00-13.06 (13.06) Tintic Industrial Lead 3.2d	Spanish Fork-Payson		NO	Preserved Corridor
UPRR-02	UP2	001	TC	1,028,887	500 West and 900 North	Salt Lake		NO	Developed
UPRR-02	UP2	001A	TC	17,672	600-800 North 500 West	Salt Lake		NO	Developed
UPRR-03	UP3	001	TC	32,931	Dalton Spur - 6045 W Old Bingham Highway	West Jordan		NO	Preserved Corridor
WVLRT	WV	001, 001:E, 001:E1	TC	6,443	2791 W 3650 S	West Valley		NO	Developed
WVLRT	WV	002, 002:E, 002:E1, 002:E2	TC	1,032	3610 S 2870 W	West Valley		NO	Developed
WVLRT	WV	003, 003:E	TC	6,780	2850 West 3590 South (aka 2850 West Lehman Ave.)	West Valley		NO	Developed
WVLRT	WV	006	TC	9,205	2841 West Lehman Ave.	West Valley		NO	Developed
WVLRT	WV	013	TC	101,978	2842 West Lehman Ave.	West Valley		YES	Developed
WVLRT	WV	053:Q, 053:2Q	TC	58,630	3100 South / I-215 (aka 3100 S Maple Way)	West Valley		NO	Developed
WVLRT	WV	054:Q, 054:2Q I-215-9(6)297	TC	30,492	3100 South / I-215 (aka 3100 S. Constitution Blvd.)	West Valley		NO	Developed
WVLRT	WV	092:2, RMP WO# 5126636-30	TC	53	3063 S Constitution Blvd.	West Valley		NO	Developed
WVLRT	WV	100:T	TC	10,691	2681 West 3100 South	West Valley		NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
WVLRT	WV	101:T 101-RMP WO 5126636-1	TC	8,284	2655 West 3100 South	West Valley		NO	Developed
WVLRT	WV	102:T	TC	8,283	2653 West 3100 South	West Valley		NO	Developed
WVLRT	WV	103:T	TC	9,417	3116 South Maple Way	West Valley		NO	Developed
WVLRT	WV	104:T	TC	9,723	3115 South Maple Way	West Valley		NO	Developed
WVLRT	WV	105:T	TC	12,768	2589 West 3100 South	West Valley		NO	Developed
WVLRT	WV	106:T	TC	10,360	2587 West 3100 South	West Valley		NO	Developed
WVLRT	WV	107	TC	772	2574 West Robin Way	West Valley		NO	Developed
WVLRT	WV	121	TC	10,101	2313 W Parkway Blvd	West Valley		NO	Developed
WVLRT	WV	140, 141	TC	4,356	2745 S Redwood Rd. (aka 2771 S) 2013 - 2767 South Redwood Rd. (-002 only)	West Valley		NO	Developed
WVLRT	WV	142, 143, 144	TC	8,292	1690, 1692, 1686 West Claybourne Ave.	West Valley		NO	Undeveloped
WVLRT	WV	145	TC	2,291	1680 W Claybourne Ave. (aka 2771 So. Redwood Rd.)	West Valley		NO	Developed
WVLRT	WV	146	TC	1,090	1676 W Claybourne Ave. (aka 2771 So. Redwood Rd.)	West Valley		NO	Undeveloped
WVLRT	WV	147	TC	741	1674 W Claybourne Ave. (aka 2771 So. Redwood Rd.)	West Valley		NO	Developed
WVLRT	WV	148	TC	391	1620 W Claybourne Ave. (aka 2771 So. Redwood Rd.)	West Valley		NO	Developed
WVLRT	WV	149	TC	165	1618 West Claybourne Ave. (aka 2771 So. Redwood Rd.)	West Valley		NO	Developed
WVLRT	WV	150	TC	114	1616 West Claybourne Ave.	West Valley		NO	Developed
WVLRT	WV	151, 152 (RMP WO 10035151.YJ)	TC	74	1614 West Claybourne Ave. (aka 2771 S Redwood Rd.)	West Valley		NO	Developed
WVLRT	WV	153	TC	310	1600 West Claybourne Ave. (aka 2771 S Redwood Rd.)	West Valley		NO	Developed
WVLRT	WV	157, RMP RW# 20080131-3, RMP RW#20080131.UTA	TC	291	1633 West Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	158, RMP RW# 20080131-4, RMP RW#20080131.UTA	TC	433	1601 West Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	159, RMP RW# 20080131-5, RMP RW#20080131.UTA	TC	208	2752 South Lester St.	West Valley		NO	Developed
WVLRT	WV	169, RMP RW# 20080131-6, RMP RW#20080131.UTA	TC	212	1577 W Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	170, RMP RW# 20080131-7, RMP RW#20080131.UTA	TC	239	1569 West Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	171, 171.1, RMP RW# 20080131-8, RMP RW#20080131.UTA	TC	225	1547 W Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	172, RMP RW# 20080131-9, RMP RW#20080131.UTA	TC	225	1555 West Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	173, RMP RW# 20080131-10, RMP RW#20080131.UTA	TC	254	1545 W Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	174, RMP RW# 20080131-11, RMP RW# 20080131.UTA	TC	1,381	1531 W Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	175, RMP RW#20080131.UTA	TC	7,569	1525 W Southgate Ave.	West Valley		NO	Developed
WVLRT	WV	181	TC	18,497	1493 West Crystal Ave.	West Valley		NO	Developed
WVLRT	WV	182	TC	21,625	1400 West Crystal Ave.	West Valley		NO	Developed
WVLRT	WV	183	TC	23,100	1401 West Crystal Ave.	West Valley		NO	Developed
WVLRT	WV	184	TC	43,580	1363 West Crystal Ave.	West Valley		NO	Undeveloped
WVLRT	WV	185, RMP Easement Chesterfield West	TC	22,155	1225 W 2625 South (aka 2632 S Hempstead St.)	West Valley		NO	Developed
WVLRT	WV	187, RMP Easement Chesterfield West	TC	22,686	1235 West Crystal Ave. (aka 2631 S Hempstead St.)	West Valley		NO	Developed
WVLRT	WV	188:T	TC	13,939	2656 South Chesterfield St.	West Valley		NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
WVLRT	WV	189, 189:E	TC	5,855	3650 S Chesterfield St.	West Valley		NO	Developed
WVLRT	WV	191, 192, 193, 193:E	TC	89,822	2910, 2625, 2645 South Chesterfield St.	West Valley		NO	Developed
WVLRT	WV	194, 194:E	TC	25,099	2613 South Chesterfield St.	West Valley		NO	Developed
WVLRT	WV	195, 195:E; 195:E1	TC	4,884	2593 South Chesterfield St	West Valley		NO	Developed
WVLRT	WV	196	TC	1,131	2581 South Chesterfield St.	West Valley		NO	Developed
WVLRT	WV	200	TC	5,512	2551 South Chesterfield St.	West Valley		NO	Developed
WVLRT	WV	201, 201:1	TC	1,136	2516 South Winton St.	West Valley		NO	Developed
WVLRT	WV	207, 208, 209	TC	36,627	2505 South Winton St. (WV-207 & -209); 2501 S Winton St. (WV-208)	West Valley		NO	Developed
WVLRT	WV	231, 231:1, 231:ST	TC	113,356	1264 West 2240 South - (1298 W 2200 S & 2249 S 1070 W [-022 only]; (1288 W 2240 S [-023 only])	West Valley		NO	Developed
WVLRT	WV	232, 233	TC	1,056,976	2264 South 900 West	West Valley		NO	Developed
WVLRT	WV	234, 234:E; 234:2E, 234:3E, RMP Easement Section 23	TC	34,362	2265 South 900 West (aka 2177 South)	West Valley		NO	Developed
WVLRT	WV	237, 237:E, 237:SQ, RMP Easement Section 23	TC	32,567	823 West Davis Rd.	West Valley		NO	Developed
WVLRT	WV	238:A, 238:AQ, 238:2E, 239:A, 239:AQ, 239:2E, 243:Q, 243:EQ	TC	35,869	830 West Davis Rd.	West Valley		NO	Developed
WVLRT	WV	246, 247, 248	TC	7,243	2225 South 300 West (aka 2249 S 400 W [-008]; 2150 S 300 W [-008,-012,-013])	West Valley		NO	Developed
WVLRT	WV	253, 253:1	TC	6,727	360 West Bugatti Ave (aka 358 West)	West Valley		NO	Developed
WVLRT	WV	255, 255:1	TC	230	360 West Bugatti Ave (aka 358 West)	West Valley		NO	Developed
WVLRT	WV	259	TC	2,753	252 West Crossroads Sq.	West Valley		NO	Developed
WVLRT	WV	260	TC	1,501	212 West Crossroads Sq.	West Valley		NO	Developed
WVLRT	WV	261	TC	2,185	2191 South 300 West	West Valley		NO	Developed
WVLRT	WV	Interlocal Agreement	TC	22,246	2825 West Lehman Ave., 3650 South Market St.	West Valley		NO	Developed
WVLRT	WV - Amend:11	240, 241, 241:2E, 241:EX	TC	38,291	Parcel 240 & 241	West Valley		NO	Developed
WVLRT	WVIH	WVIH or BRT-25T	TC	7,841	3600 South Market St.	West Valley		YES	Developed



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Tracy Young, Grants Director  
Gregg Larsen, Manager of Grant Services

**TITLE:**

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**R2025-04-02 - Resolution Authorizing the Execution of Grant Agreements for Specified Projects**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve resolution R2025-04-02 authorizing the Executive Director to execute grant agreements shown in Exhibit A.

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**BACKGROUND:**

The Utah Public Transit District Act requires the Board of Trustees to approve contracts and expenses with a value of \$200,000 or more. Board Policy 2.2 - Contract Authority, Procurement and Grants requires agency staff to present discretionary grant awards of \$200,000 or more to the Board of Trustees for approval at the time of award. Such awards must be approved in the agency budget prior to the Board's approval of the grant agreement.

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**DISCUSSION:**

UTA has been selected to receive seven grants for four projects from the United States Department of Transportation (USDOT) including FFY2024 Congestion Mitigation Air Quality Program (CMAQ), Surface Transportation Block Grant (STBG), and Carbon Reduction Program (CRP) funds for Midvalley Express (MVX) Operations (\$2,300,000), Davis - SL Connector Design (\$1,500,000), Rideshare Van Purchases (\$395,000), and Rideshare-Vanpool Management (\$488,059). A detailed list of the grant awards is attached as Exhibit A to the resolution.

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**ALTERNATIVES:**

The Board may request to review the grant agreements and approve them individually when the agreement documents are complete, which may delay the reimbursement of project costs.

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**FISCAL IMPACT:**

All Projects in Exhibit A are included in the approved 2025-2029 Capital Plan or operating budget.

The combined total grant funds awarded is \$4,683,059 for 7 grants. The total required local match for the 7 grants is \$340,067.

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**ATTACHMENTS:**

Resolution R2025-04-02

Grant Summary

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS FOR  
SPECIFIED PROJECTS**

R2025-04-02

April 23, 2025

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

WHEREAS, the Authority has (i) obtained grants of assistance for the activities (“Projects”) shown in Exhibit A; (ii) secured (or contracted to secure) local match commitments from stakeholders for the same Projects, where applicable; and (iii) budgeted Authority funds for the same Projects; and

WHEREAS, UTAH CODE § 17B-2a-801 *et seq.* of the Act requires the Board of Trustees (the “Board”) of the Authority to review and approve any contract with a value of \$200,000 or more; and

WHEREAS, Board Policy 2.2 - Contract Authority, Procurement and Grants requires discretionary grant awards greater than \$200,000 to be presented to the Board for approval at the time of the notice of award, and after such award is approved in the Authority’s budget; and

WHEREAS, the Board understands and recognizes that grant agreements for the Projects, shown in Exhibit A, are ready to be executed and qualify as contracts with a value exceeding \$200,000; and

WHEREAS, the Authority’s Board desires to provide the Executive Director with the authority to execute the grant agreements for the Projects described in Exhibit A.

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

1. That the Board hereby approves the grant awards for the Projects identified in Exhibit A.
2. That the Board hereby authorizes the Executive Director to execute the grants for the Projects listed in Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority’s management, staff, and counsel to prepare the grants for the Projects listed in Exhibit A.
4. That the corporate seal be attached hereto.

R2025-04-02

Approved and adopted this 23<sup>rd</sup> day of April 2025

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

Signed by:  
  
0F0F048DE4724A2...  
Legal Counsel

Exhibit A

Grants Selected for Award

**Grants Selected for Award as of 2/28/2025 for Board Approval 04/23/2025**

Awarding Agency	Funding Program	Project Description	UTA Grant Number	Grant Funds Awarded	Required Local Match	Included in Capital Budget	Included in Operating Budget	Pre-Award Authority Y/N
USDOT/WFRC	FY2023 CMAQ SL UZA	Midvalley Connector BRT Operations- Murray to West Valley Central	GRNT-0333	\$ 2,300,000	\$ 167,018	NA	Y	Y
USDOT/WFRC	FY2024 STBG SL UZA	Davis-SL Connector Design (MSP202)	GRNT-0418	\$ 750,000	\$ 54,462	Y	NA	Y
USDOT/WFRC	FY2024 STBG O/L UZA	Davis- SL Connector Design (MSP202)	GRNT-0419	\$ 750,000	\$ 54,462	Y	NA	Y
USDOT/WFRC	FY2024 CMAQ SL UZA	Vanpool Expansion Van Purchase (REV232)	GRNT-0422	\$ 276,200	\$ 20,057	Y	NA	Y
USDOT/WFRC	FY2024 CMAQ O/L UZA	Vanpool Expansion Van Purchase (REV232) *	GRNT-0423	\$ 118,800	\$ 8,627	Y	NA	Y
USDOT/WFRC	FY2024 CRP SL UZA	Rideshare-Vanpool Management	GRNT-0404	\$ 326,305	\$ 23,695	NA	Y	Y
USDOT/WFRC	FY2024 CRP O/L UZA	Rideshare-Vanpool Management *	GRNT-0421	\$ 161,754	\$ 11,746	NA	Y	Y
Total				\$ 4,683,059	\$ 340,067			

\* Will be combined to create a grant over the \$200,000 Board approval threshold

Acronyms:

FTA Federal Transit Administration  
CRP Carbon Reduction Program  
FHWA Federal Highway Administration  
STBG Surface Transportation Block Grant  
CMAQ Congestion Mitigation Air Quality Program  
WFRC Wasatch Front Regional Council  
MAG Mountainland Association of Governments  
FY Federal Fiscal Year  
O/L Ogden/Layton UZA  
SL Salt Lake City UZA  
P/O Provo/Orem UZA  
USDOT United States Department of Transportation



## **Grant Resolution Summary 4/23/2025**

### **Midvalley Express - MVX Operations – Project code MSP253**

Midvalley Express (MVX) is a 7-mile bus route that connects local destinations and planned developments across Murray, Taylorsville, and West Valley city.

Wasatch Front Regional Council (WFRC) has awarded \$2,300,000 in Congestion Mitigation Air Quality (CMAQ) funds with a UTA local match of \$167,018. The match ratio is 93.23% federal 6.77% local.

The award supports 3 years of operation costs.

The funds may be used over a 5-year period and allow for UTA to choose to offset the project costs to allow for free fare. This project is also funded with a Federal Transit Administration (FTA) Small Starts Grant which has been obligated to provide free fare.

### **Davis Salt Lake Community Connector – Project Code MSP202**

The Davis-Salt Lake City Community Connector is a proposed Bus Rapid Transit (BRT) system that connects communities in southern Davis County to northern Salt Lake County. UTA leads this project in collaboration with local cities, Davis and Salt Lake counties, UDOT, WFRC, and the University of Utah. This project is in the “Project Development” phase of an FTA Small Starts process, which may provide funding to complete the project.

The project covers a 26-mile route, that connects Farmington FrontRunner Station to Research Park in Salt Lake.

WFRC has awarded \$750,000 Surface Transportation Block Grant (STBG) funds for both Ogden/Layton and Salt Lake Urbanized Areas for a total of \$1.5M to design the new service. Match for the project is \$108,924 and comes from UTA local match. The match ratio is 93.23% federal 6.77% local.

### **Rideshare/Vanpool - Project Code REV232 & Ops Budget**

WFRC has awarded UTA’s Rideshare/Vanpool program CMAQ and Carbon Reduction Program (CRP) funds to support the procurement of 15 replacement vanpool vehicles and funds to provide support for the management of the program.

The Rideshare/Vanpool program encourages the use of vanpools to reduce single occupancy vehicle use and promotion of UTA solutions for commuting options.

The total award for the vehicles and program management is \$883,059 federal and \$64,125 local UTA match. The match ratio is 93.23% federal 6.77% local.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** David Hancock, Chief Capital Services Officer  
**PRESENTER(S):** Kyle Stockley, Manager of Capital Vehicles

**TITLE:**

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**Contract: Brake Caliper Overhaul - S70 Light Rail Vehicles (Wabtec Passenger Transit)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute contract 24-03879 and associated disbursements with Wabtec Passenger Transit in the amount of \$13,086,540.

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**BACKGROUND:**

Ongoing maintenance of UTA's S70 light rail fleet requires periodic replacement of brake calipers. Based on useful life and current condition, the brake calipers on all 77 S70 vehicles are due for replacement. UTA recently issued a Request for Proposal for overhaul kits for power brake truck calipers. Bids were received and evaluated. Wabtec Passenger Transit was selected as the winning proposer.

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**DISCUSSION:**

UTA operates 77 Siemens S70 Light Rail Vehicles (LRVs) fitted with TecTran power truck brake calipers. Each LRV is equipped with two power trucks, and four power truck brake calipers per power truck.

The Scope of Work is to provide the replacement calipers and associated parts for the overhaul of the Power Truck Brake Calipers used on UTA's Siemens S70 Light Rail Vehicles. The parts must meet or exceed:

- The OEM specifications
  - The specifications as stated in this document
  - The specifications as may be called out in the maintenance manuals
-

The overhaul kits will be supplied in batches over the next four years. The brake caliper overhaul work, including removal of the existing calipers and parts, installation of the new calipers and parts, and all required testing, is to be conducted by UTA personnel utilizing UTA’s existing brake shop overhaul equipment and test bench.

To keep the existing fleet in safe operating condition, the replacements need to begin now and will be spread over the next four years as system operation factors allow.

The overhaul kits will be supplied in batches over the next four years, with the final delivery and milestone payment happening in late 2028. The contract end date has been scheduled for 2029 to allow for closeout activities of the contract and any other unforeseen delays.

Although the project will kick off in April 2025, per contract documents, the first 190 out of 690 kits are required to be delivered in the 2025 calendar year.

The contract pricing has been determined to be fair and reasonable based on both a UTA independent cost estimate and the performance of a price analysis.

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#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Wabtec Passenger Transit
<b>Contract Number:</b>	24-03879
<b>Base Contract Effective Dates:</b>	Effective after last signature - December 31, 2029
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$13,086,540
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	Approved 2025 Capital Budget

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#### **ALTERNATIVES:**

The brake calipers are a consumable good and require periodic replacement for safe and reliable operation of the vehicles.

UTA could alternately elect to send the power truck assemblies to an outside vendor for overhaul of the brake caliper systems. That approach would be significantly more expensive and would make UTA dependent on outside vendors for both transportation of the power trucks, as well as the actual overhaul of the brake caliper systems.

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#### **FISCAL IMPACT:**

The total contract value is \$13,086,540, with fiscal impact over the next four years as follows:

- 2025 planned expenditure of \$3,603,540 for the delivery of 190 caliper overhaul kits. The SGR040 project has an Approved 2025 Capital Budget of \$10,200,000.
- 2026 planned expenditure of \$3,603,540 for the delivery of 190 caliper overhaul kits. The SGR040



project has a planned 2026 Capital Plan budget of \$11,342,000.

- 2027 contract expenditure of \$3,603,540 for the delivery of 190 caliper overhaul kits. The SGR040 project has a planned 2027 Capital Plan budget of \$9,000,000.
- 2028 planned expenditure of \$2,275,920 for the delivery of 120 caliper overhaul kits. The SGR040 project has a planned 2028 Capital Plan budget of \$6,801,000.

At this time, there are no planned expenditures in 2029.

This contract is funded via SGR040 Light Rail Vehicle Overhaul program. These funds exist within the Approved 2025-2029 Five Year Capital Plan.

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**ATTACHMENTS:**

- Contract: Brake Caliper Overhaul - S70 Light Rail Vehicles (Wabtec Passenger Transit)



## **GOODS AND SERVICES SUPPLY AGREEMENT**

UTA CONTRACT #24-03879

Brake Caliper Overhaul – S70 Light Rail Vehicles

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Wabtec Passenger Transit, (the “Contractor”).

### **RECITALS**

WHEREAS, on October 29, 2024, UTA received competitive proposals to provide Power Truck Brake Caliper for UTA’s S70 light Rail Vehicles and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 24-03879 (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Wabtec Passenger Transit Proposal dated October 29, 2024, submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; 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 here from, 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 and/or Services in accordance with the Contract as described in Exhibit A (Scope of Work) (including performing any installation, testing commissioning and other Services described in the Contract).

#### **2. TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract

(as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than December 31, 2029. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. 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 the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

### **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. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
  2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
  3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- 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. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. Contractor's Bid or Proposal including proposed terms or conditions
4. UTA Solicitation Terms.

### **6. LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

### **7. INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the

manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

- b. 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 FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. 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). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. 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.
- d. 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.

## 8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. To be considered for payment, each invoice must set forth a specific description of the Work performed, deliverable(s) provided or other event(s) triggering entitlement to payment pursuant to Section 3 Compensation and Fees. Each invoice must provide supporting documentation demonstrating the Contractor's entitlement to payment as described above.
- c. All invoices must be approved by the Agency's PM.

Invoices meeting the requirements set forth in this Section shall then be submitted to Accounts Payable at ap@rideuta.com for processing and payment.

- d. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to UTA Project Manager. Invoices not submitted electronically shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department. No payment will constitute an acceptance of any Work that fails to comply with the Contract Documents.

#### 9. **WARRANTY OF GOODS AND SERVICES**

- a. The Contractor warrants the Goods supplied to be free from defect in workmanship, materials used, integrity, and deterioration of the materials in all UTA service environments. The duration of the Warranty period shall be two (2) years. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- b. The Contractor further warrants, for a period of five (5) years, that the Goods supplied shall not have any defect in design, workmanship and materials: (i) of the same type and (ii) of the same Goods (or part of component there), which causes a failure rate of more than ten per cent (10%) of the entire population of such Good(s) supplied hereunder.
- c. During the applicable warranty period, any Goods of part thereof that fails will be removed by UTA and returned to the Contractor for a failure analysis. The Contractor must reimburse UTA for cost of the replacement of these items, including shipping, if such failure was covered by the warranty.
- d. Any such item that fails within the applicable warranty period must be either repaired or replaced by Contractor and returned to UTA.
- e. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon in the Contract. In general, Contractor warrants that: (1) the Good will comply with the Contractor's Proposal, (2) the Goods will be suitable for the ordinary purposes for which such items are used, (3) the Goods will be suitable for any special purposes set forth in the Contractor's Proposal or the Contract for which UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (4) the Goods have been properly designed and manufactured, and (5) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract. Contractor's obligations under this Section 9 shall not apply to any Goods, Services or part thereof, that: (a) is normally consumed in operation; (b) is not properly stored, installed, used, maintained or repaired, or is modified, other than pursuant to Contractor's instructions manuals or approval; or (c) has been subjected to any other kind of misuse, detrimental exposure outside of its intended use, or has been involved in an accident.
- f. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY; IN PARTICULAR, ANY IMPLIED OR STATUTORY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

#### 10. **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 use, operation and maintenance of 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 Contractors; provided however, that such license shall not be construed to permit the reproduction, modification, improvement or manufacture of any item using any such preexisting intellectual property, all such rights remaining exclusively and solely with Contractor.

#### 11. **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, to the extent such claims arise out of 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 the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor'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. The indemnity and defense obligations of Contractor above shall not apply to the extent that any claims arise out of the acts or omissions of UTA or the Indemnitees.

**Contractor shall not be liable to UTA or any Indemnitee for any consequential, incidental, indirect or special damages including, but not limited to, lost profits, lost revenue, downtime costs, loss of use or lost opportunity, whether due to breach of warranty, breach of contract, negligence or otherwise, and regardless of whether seller has been advised of the possibility of such damages except with regard to: (i) Contractor's obligation to indemnify UTA or any Indemnitee with respect to a third party claim for bodily injury or property damage, and (ii) intellectual property infringement by Contractor under Section 13.**

**Contractor’s maximum liability for any damages, costs, expenses or fees related to the Good or Services provided hereunder shall in no event exceed two hundred percent (200%) of the total purchase price for all such Goods and Services.**

12. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

The Utah Transit Authority 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 this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage limits of liability as Stated below. An excess liability policy or umbrella liability policy may be used to meet the liability requirements provided that the required coverages are included as an underlying policy.

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$7,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

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

2. **Automobile Liability**

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

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

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
  - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. The Contractor shall provide such notices directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized person.
- All certificates are to be sent to Utah Transit Authority, and emailed to Utahta@ebix.com, and approved by the Utah Transit Authority before work commences. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. 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.
- . The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract when required by the court or to investigate a claim.
- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall be \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit



Authority as an additional insured on their policy. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held 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 procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- 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.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **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.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.

Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

17. **CONTRACTOR SAFETY COMPLIANCE**

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 and 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. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. UTA shall provide a copy of such UTA EMS and Safety Management principles to the Contractor. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://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.

18. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://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.

19. **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.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor, require Contractor 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, Contractor 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, which shall not exceed ninety (90) days.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled within such ninety (90) day period, and Contractor does not agree to extend the Suspension of Work Order, and the Work covered by such order shall be deemed terminated for the convenience of UTA, and all reasonable costs incurred as a result of the Suspension of Work Order shall be considered in determined negotiating the termination for convenience costs under Section 21a.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

21. **TERMINATION**

- a. **FOR CONVENIENCE:** 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 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. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its

material obligations under the Contract, UTA may, in its discretion, after first giving Contractor ten (10) business days written notice to cure such default:

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

Except to the extent limited by the Contract, pursue other remedies available at law.

- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS** : 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. 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.

## 22. **CHANGES**

- a. 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 Work 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) Contractor'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 Contractor whole with respect to the impacts of such change.

A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

- b. Contractor 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 requirement set forth in this Contract; (ii) subsequent to the Effective Date of this Contract, a change in any law or regulation, or any new law or regulation, takes effect having an impact on the Goods or Services provided, including without limitation, applicable tariffs, or (iii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be

eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

- c. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’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.

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor 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 the 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. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor’s compliance with the Contract. Records 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 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. 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.

24. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA’s written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. 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 Contractor by a third-party who is not under a confidentiality obligation.

- C. Information developed by or in the custody of Contractor before entering into this Contract.
- D. Information developed by Contractor 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.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Sharanjit Saini, 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) 287-1955

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jackie Marra, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3059.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. 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.

29. **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 may be electronically delivered, 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: Jackie Marra  
 669 West 200 South  
 Salt Lake City, UT 84101  
[jmara@rideuta.com](mailto:jmara@rideuta.com)

If to Contractor:  
 Wabtec  
 Attn: Barry Fong  
 30 Isabella Street  
 Pittsburgh, PA 15212  
[barry.fong@wabtec.com](mailto:barry.fong@wabtec.com)

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.

### 30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. 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.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager, Sharanjit Saini/Wabtec's Project Manager, Christopher Melton	Five calendar days
UTA's Manager of Capital Vehicles, Kyle Stockley/Wabtec's Western Region Manager, Barry Fong	Five calendar days
UTA's Chief Capital Services Officer, Dave Hancock/ Wabtec's VP Business Development, Kevin Masterson	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

### 31. **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.

32. **COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

33. **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.

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into 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.

37. **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.

38. **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 electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

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.



40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **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, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_  
Jay Fox  
Executive Director

By \_\_\_\_\_  
Dave Hancock  
Chief Capital Services Officer

Approved as to Legal Form:

DocuSigned by:  
By Mike Bell  
70E33A415BA44F6...  
Mike Bell  
UTA Legal Counsel

**WABTEC PASSENGER TRANSIT:**

Signed by:  
By Brandon Shafer  
F7DQCD35CF95414...  
Brandon Shafer  
VP Americas

## Exhibit A

### Scope of Work

#### **General Overview**

Contractor to supply Utah Transit Authority (UTA) overhaul kits for Power Truck Brake Calipers UTA's Siemens S70 Light Rail Vehicles (LRV's).

1. UTA has in operation 77 Siemens S70 Light Rail Vehicles (LRVs) fitted with TecTran power truck brake calipers.
2. Each LRV is equipped with two power trucks, and four power truck brake calipers per power truck.

The overhaul is planned to be conducted by UTA personnel utilizing UTA's existing brake shop overhaul equipment and test bench. The calipers are planned to be removed from and installed onto the vehicle and tested by UTA personnel

#### **Scope of Work**

1. The Scope of Work is to provide the replacement parts for the overhaul of the Power Truck Brake Calipers used on UTA's Siemens S70 Light Rail Vehicles. The parts must meet or exceed,
  - a. The OEM specifications,
  - b. The specifications as stated in this document, and
  - c. The specifications as may be called out in the maintenance manuals.
2. Overhaul Parts for Siemens S70 Power Truck Brake Calipers - The Contractor shall provide Overhaul Kits in the quantities listed below. The base overhaul kit is defined as "Kit A". The contents of the kits are designed as follows:
  - a. Kit A (as listed in "Table 1 – S70 Power Truck Brake Caliper Kit A") is designed to include all components required to complete the overhaul and installation of one S70 power truck brake caliper. Kit A requires the following:
    - The parts for each Power Truck Brake Caliper unit shall be packaged in kits separately.
    - Each package shall contain all the required parts to completely overhaul and install one Power Truck Brake Caliper unit. All parts shall be labeled with Part Numbers.
    - Parts delivered individually shall not be accepted by UTA and shall be returned to vendor to put them in kits as required by the requirements set in this section.
3. If any discrepancies are identified in the "Kit A" bill of materials that may prevent UTA from accomplishing the overhaul of the power truck brake calipers, the Contractor shall bring it to the attention of UTA at the earliest opportunity including during the proposal phase.
4. UTA reserves the right to modify the contents and quantities of "Kit A" components during any of the milestone purchases.

*Table 1 – S70 Power Truck Brake Caliper Kit A*

<b>Item Number</b>	<b>Part Number</b>	<b>Description</b>	<b>QTY</b>	<b>Notes</b>
1.	TTP720-165	Spring, 0.72” dia x 1” L	1	
2.	TT15515	Pad Holder Screw, 1-3/8-18	4	
3.	TTP321-06	Hairpin Cotter	2	
4.	TT16145	Pad Holder Pin asy., Lower, 1.28” OD Groove (Includes #5-8)	1	
5.	TT15514	Threaded Ring	1	Ref, Component of #4
6.	TT15516	Shaft, Pad Holder	1	Ref, Component of #4
7.	TT15531	Spring	1	Ref, Component of #4
8.	TT16144	Spacer Ring 1.28" OD Groove	2	Ref, Component of #4
9.	TT15508	Guide Pin, Tapered	2	
10.	TTP867-43	Set Screw, M6x1 x 16 L	2	
11.	TTP934-50	Hose Clamp, 7 x 65 mm	8	
12.	TT15506	Boot, Guide Pin, Single Pleat	2	
13.	TT15506-2	Boot, Guide Pin, Double Pleat	2	
14.	TT15534	Bleeder asy. (Includes #15-19)	2	
15.	TT14718	Bleeder Screw	2	Ref, Component of #14
16.	TT14756	Bleeder Cap	2	Ref, Component of #14
17.	TT15533	Bleeder Body	2	Ref, Component of #14
18.	TTP200-32	O-ring, 0.21” ID	2	Ref, Component of #14
19.	TTP200-169	O-ring, 0.36” ID	2	Ref, Component of #14
20.	TT16306	Boot, Actuator	1	
21.	TT16307	Clamp Ring, Tabbed	1	
22.	TT16249	Tag Washer	2	
23.	TTP200-343	O-ring, 1.487” ID	1	
24.	TTP501-74	Retaining Ring, Internal, Spiral type 2.74”	1	
25.	TT15934	Cover, Cutout	1	
26.	TTP113-17	Wiper Seal	1	
27.	TTP200-115	O-ring, 2.61” ID	1	
28.	TTP769-41	Roll Pin, 0.156” dia x 9/16” L	2	
29.	TT15933	Cutout Screw	1	
30.	TTP200-26	O-ring, 0.489” ID	1	
31.	TT15497	Clock Spring	1	
32.	TTP769-25	Roll Pin, 1/8” dia x 3/8” L	1	

*Table 1 – S70 Power Truck Brake Caliper Kit A*

<b>Item Number</b>	<b>Part Number</b>	<b>Description</b>	<b>QTY</b>	<b>Notes</b>
33.	TT15634	End Cap, Piston	1	
34.	TTP720-164	Spring, 0.19” dia x 0.69” L	8	
35.	TT15628	Male Spline	1	
36.	TT15632	Bearing Race, 1.575” ID	2	
37.	TTP148-09	Needle Bearing, 1.575” ID	1	
38.	TT16248	Spindle-Face Gear asy. (Includes #39-46)	1	
39.	TT15489	Spindle	1	Ref, Component of #38
40.	TT15492	Face Gear	1	Ref, Component of #38
41.	TT15974	Spacer	1	Ref, Component of #38
42.	TT15975	Spring, 0.78” OD x 0.875 L	1	Ref, Component of #38
43.	TTP147-31	Bearing Race, Inner, 0.5” ID	1	Ref, Component of #38
44.	TTP148-14	Needle Bearing, 0.5” ID	1	Ref, Component of #38
45.	TT15659	Bearing Race, Outer, 0.5” ID, Modified	1	Ref, Component of #38
46.	TT15658	Lock Ring, 0.42” ID	1	Ref, Component of #38
47.	TT15487	Ram asy.	1	
48.	TTP103-24	Wear Ring	1	
49.	TT15478	Friction Ring Spring	1	
50.	TT15627	Friction Ring 2pc Set	1	
51.	TT15498	Seal Cap	1	
52.	TTP200-311	O-ring, 2.8 ID	1	
53.	TTP113-15	Wiper Seal, 1.873	1	
54.	TT15477	End Cap, Adjustable	1	
55.	TTP200-210	O-ring, 5.24” ID	1	
56.	TT15479	Disc Spring, Belleville	9	
57.	TT15536	Lock Ring	1	
58.	TT15566	Piston Stop	1	
59.	TT15482	End Cap, Double Cut	1	
60.	TT15537	Key	3	
61.	TTP200-332	O-Ring, 112mm ID	1	
62.	TT15491	MR Piston	1	
63.	TTP101-03	T-Seal (3 pc), 3.25 ID	1	
64.	TTP101-24	T-Seal (3 pc), 4.375 ID	1	
65.	TT15481	Piston, Service	1	
66.	TTP121-08	U-cup Seal, small	1	
67.	TTP121-17	U-cup Seal, large	1	
68.	TTP122-09	Rod Seal (2 pc), Small	1	

*Table 1 – S70 Power Truck Brake Caliper Kit A*

<b>Item Number</b>	<b>Part Number</b>	<b>Description</b>	<b>QTY</b>	<b>Notes</b>
69.	TTP122-10	Rod Seal (2 pc), Large	1	
70.	1-61411	Screw, Push Rod	2	
71.	TTP200-21	O-ring, 0.739" ID	2	
72.	TT16135	Tab Washer	2	
73.	TTP150-02	Lube Fitting, Elbow, 1/8" NPT	2	
74.	TTP595-02	Cap, Lube	2	
75.	1-61306	Push Rod	1	
76.	1-61312	Screw, Shoulder	1	
77.	TT15963	Wear Plate	1	
78.	TT15969	Boot, Push Rod	1	
79.	TTP700-66	Disc Spring, 0.787" OD	3	
80.	TT15968	Pad Holder Pin asy., Upper, 1.37" OD Groove (Includes #81-84)	1	
81.	TT15514	Threaded Ring	1	Ref, Component of #80
82.	TT15516	Shaft	1	Ref, Component of #80
83.	TT15531	Spring	1	Ref, Component of #80
84.	TT15517	Spacer Ring 1.37" OD Groove	2	Ref, Component of #80
85.	TTP769-40	Roll Pin	2	
86.	TTP720-165	Spring, 0.72" dia x 1" L	1	
87.	TT15520	Pivot Rod, 6.5" L	1	
88.	TT16141	Washer, Rubber, 1.69 ID x 0.083 thick	2	
89.	TT16127	End Cap, 1-3/4-20 Thread	2	
90.	TTP200-58	O-ring, 1.864" ID	2	
91.	TTP603-07	Plug w/ O-ring, 7/8-14	2	
92.	TTP720-151	Spring, 0.48" dia x 1" L	2	
93.	TT15519	Pin, Hanger	2	
94.	TT15527	Spacer, 1.24 OD x 0.125 thick	2	
95.	TTP501-44	Retaining Ring, Internal, Spiral type, 1.33"	2	
96.	TT16129	Bushing, Pivot Rod, 1.18" ID	2	
97.	TTP132-02	Wiper Seal, 1.18"	2	
98.	TT16138	Bushing, Hanger Arm Pin, 0.75 ID	2	
99.	TTP133-02	Wiper Seal, 0.75"	2	
100.	TT15499	Bushing, Guide Pin, 1.5" ID	4	
101.	TTP867-42	Set Screw, M4x0.7 x 8 L	4	
102.	TTP150-04	Lube Fitting, 1/4"-28	2	
103.	TTP595-02	Cap, Lube	2	

<i>Table 1 – S70 Power Truck Brake Caliper Kit A</i>				
<b>Item Number</b>	<b>Part Number</b>	<b>Description</b>	<b>QTY</b>	<b>Notes</b>
104.	TT15525	Pivot Arm asy. (Includes #105-109)	1	
105.	TT15503	Pivot Arm	1	Ref, Component of #104
106.	TT16136	Bushing, Pivot Arm, 1.18" ID	2	Ref, Component of #104
107.	TT16137	Bushing, Pivot Arm, 0.708" ID	2	Ref, Component of #104
108.	TTP132-02	Wiper Seal, 1.18"	2	Ref, Component of #104
109.	TTP193-01	Wiper Seal, 0.706	2	Ref, Component of #104
110.	TTP1040-01	Sealing Washer, 1.1" ID	2	
111.	TTP593-03	Plug, Flush Pipe, 1/4 NPT	2	
112.	TT16262	Spacer, 0.4 ID x 0.19 thick	2	
113.	TT15518	Pin, Hanger Arm	2	
114.	TT15962	Hanger Arm	2	
115.	TT16128	End Cap, 1-3/16-20	2	
116.	TTP200-346	O-ring, Teflon, 1.242 ID	2	
117.	TT15521	Backplate Rod, 5.18" L	1	
118.	TT15524	Backplate asy. (Includes #119-123)	1	
119.	TT15505	Backplate	1	Ref, Component of #118
120.	TT16130	Bushing, Backplate, 0.709" ID	2	Ref, Component of #118
121.	TTP193-01	Wiper Seal, 0.706	2	Ref, Component of #118
122.	TT16423	Bushing, Backplate, 0.375" ID	2	Ref, Component of #118
123.	TTP193-02	Wiper Seal, 0.375	2	Ref, Component of #118

Prior to the shipment of Production Order 1, the following must be satisfied for a minimum of 10 calipers:

- a. Pass first article inspection
- b. Successful caliper overhaul;
- c. Pass bench testing;
- d. Be installed onto an LRV and pass routine testing; and
- e. Operate problem free for a minimum of two months in revenue service.

### **Shipment**

The Contractor shall deliver materials to UTA's Jordan River Rail Service Center (JRRSC) warehouse at 2264 S 900 W, Salt Lake City, Utah 84119, unless otherwise advised by UTA.

All shipping costs shall be the responsibility of the Contractor. Any damage incurred in shipping the units to UTA is the sole responsibility of the Contractor.

## 5. Non-OEM Parts and UTA Approved Equals

- i. UTA is the only authority that can approve an alternative part, product, or component. Any request proposing alternative(s) must be made in writing for UTA review and approval. Contractor shall not proceed on the proposed alternative(s) until UTA has provided a written approval. Requests for approval of proposed alternative(s) must contain the following information at a minimum:
  - Dimensional characteristics to match the OEM part;
  - Testing results; and
  - Material characteristics.
  - For the parts in this document, there are currently no approved equals.

## 6. Test Requirements

- i. All parts must be tested and certified by the Contractor on the test reports to confirm that they meet the required specifications. All tests are subject to UTA review and approval. In the event of a conflict of specification, precedent shall be subject to UTA review and approval and generally be in the order of:
  - a. OEM requirements.
  - b. This Specification.
  - c. Industry best practices.
- ii. All required test personnel, tools and equipment must be the responsibility of the Contractor. All work and testing must be performed with calibrated tools and instrumentation with the understanding that some equipment may not require calibration. The calibration certificates must be held at the Contractor's site and made available to UTA upon request.
- iii. All final inspection and test data, data analysis, and test results must be sent, in their original form, to UTA.
- iv. UTA will not accept delivery of the supplied items without the completed test documents demonstrating all test have passed and materials meet specifications.

## 7. Quality Requirements

- i. The Contractor must have a Quality Assurance Program in place throughout the time period of the purchase of parts.
- ii. The Contractor must perform all work required by its QA Program and conduct regular quality program audits. The Contractor's QA Program shall be in compliance with the requirements of this Contract.
- iii. The Contractor shall prepare and submit a project-specific Quality Assurance test and inspection plan for UTA review and comment.

## 8. Quantity

The Contractor must provide a complete overhaul kit for the S70 Power Truck Brake Caliper Overhaul in the quantities listed below:

<i>Table 2 - Order Quantity Totals</i>	
Description	Kit "A" Base Overhaul Kits
S70 Power Truck Brake Caliper Qualification Order	$77 \times 2 \times 4 + 74^1 = 690$

<i>Table 3 - Kit A Order Schedule</i>		
Description	Kit "A" Base Overhaul Kits	Desired Delivery Date <sup>2</sup>
S70 Power Truck Brake Caliper Qualification Order	68	ASAP, 2025
S70 Power Truck Brake Caliper Production Order 1	122	2025
S70 Power Truck Brake Caliper Production Order 2	190	2026
S70 Power Truck Brake Caliper Production Order 3	190	2027
S70 Power Truck Brake Caliper Production Order 4	120	2028

## 9. Project Requirements

- a. Documentation - Prior to the commencement of work the Contractor shall submit the following documentation in a UTA approved format:

- 1) Project Schedule [CDRL 01] NTP + 30 days
- 2) Quality Assurance, Test, and Inspection Plan [CDRL 02] NTP + 30 days
- 3) First Article Inspection Plan [CDRL 03] NTP + 60 days
- 4) Pre-shipment Inspection and Test Procedures [CDRL 04] NTP + 60 days
- 5) Shipping preparation and securement procedures [CDRL 05] NTP + 60 days
- 6) Inspection and Test Reports [CDRL 06] 5 days prior to Shipment to UTA

<sup>1</sup> Overhaul kits to cover the overhaul of spare calipers plus spare kits

<sup>2</sup> Exact delivery dates to be provided by Contractor, delivery and invoicing to UTA must fall within the calendar year listed



**b. CDRL List**

CDRL#	Title
01	Project Schedule
02	Quality Assurance, Test, and Inspection Plan
03	First Article Inspection Plan
04	Pre-shipment Inspection and Test Procedures
05	Shipping preparation and securement procedures
06	Final Inspection and Test Data

Exhibit B

Price

Description	Cost Per Kit	Quantities	Total Cost
Overhaul Kits (Kit A)	18,966	690	\$13,086,540

Milestone payments

Milestone#	Description	Kit "A" Base Overhaul Kits	Price	Deleivery Dates
1	S70 Power Truck Brake Caliper Qualification Order	68	\$1,289,688.00	ASAP, 2025
2	S70 Power Truck Brake Caliper Production Order 1	122	\$2,313,852.00	2025
3	S70 Power Truck Brake Caliper Production Order 2	190	\$3,603,540.00	2026
4	S70 Power Truck Brake Caliper Production Order 3	190	\$3,603,540.00	2027
5	S70 Power Truck Brake Caliper Production Order 4	120	\$2,275,920.00	2028

The above is a fixed lump sum price sum price

## Exhibit B Continued

The parts listed below are not included in the base overhaul Kit, and can be ordered as needed. UTA will issue a separate purchase order and require a separate requisition.

Quantities below are estimates only.

Part Number	Description	2024 Qty	2024 Price	Extended Price	2025 Qty	2025 Price	Extended Price	2026 Qty	2026 Price	Extended Price	2027 Qty	2027 Price	Extended Price	2028 Qty	2028 Price	Extended Price
TT15529	Mount caliper	2	\$ 509.34	\$ 1,018.68	4	\$ 522.07	\$ 2,088.28	6	\$ 535.12	\$ 3,210.72	6	\$ 548.50	\$ 3,291.00	4	\$ 562.21	\$ 2,248.84
TTP325-67	Dowel pin 16mmx40	15	\$ 8.99	\$ 134.85	30	\$ 9.21	\$ 276.30	40	\$ 9.44	\$ 377.60	40	\$ 9.68	\$ 387.20	30	\$ 9.92	\$ 297.60
TT15499	guide pin	15	\$ 12.60	\$ 189.00	30	\$ 12.92	\$ 387.60	40	\$ 13.24	\$ 529.60	40	\$ 13.57	\$ 542.80	30	\$ 13.91	\$ 417.30
TT15536	lock ring	50	\$ 23.50	\$ 1,175.00			\$ -			\$ -			\$ -			\$ -
TT15475	actuator housing	2	\$ 1,274.72	\$ 2,549.44	2	\$1,306.59	\$ 2,613.18	4	\$ 1,339.25	\$ 5,357.00	4	\$ 1,372.73	\$ 5,490.92	3	\$ 1,407.05	\$ 4,221.15
TTP325-68	dowel solid 12 X30	15	\$ 3.74	\$ 56.10	30	\$ 3.83	\$ 114.90	40	\$ 3.93	\$ 157.20	40	\$ 4.03	\$ 161.20	30	\$ 4.13	\$ 123.90
TT15485	caliper body	1	\$ 6,571.20	\$ 6,571.20	1	\$6,735.48	\$ 6,735.48	2	\$6,903.87	\$ 13,807.74	2	\$ 7,076.47	\$ 14,152.94	2	\$ 7,253.38	\$ 14,506.76
TT15959	Caliper mounting kit	68	\$ 278.30	\$ 18,924.40	122	\$ 285.26	\$34,801.72	190	\$ 292.39	\$ 55,554.10	190	\$ 299.70	\$ 56,943.00	60	\$ 307.19	\$ 18,431.40
TTP799-04	Bolt M24X3 X90	6	\$ 45.35	\$ 272.10	12	\$ 46.48	\$ 557.76	20	\$ 47.64	\$ 952.80	20	\$ 48.83	\$ 976.60	6	\$ 50.05	\$ 300.30
TTP166-21	Washer flat 24MM	6	\$ 4.36	\$ 26.16	12	\$ 4.47	\$ 53.64	20	\$ 4.58	\$ 91.60	20	\$ 4.69	\$ 93.80	6	\$ 4.81	\$ 28.86
<b>Total</b>				<b>\$ 30,916.93</b>			<b>\$47,628.86</b>			<b>\$ 80,038.36</b>			<b>\$ 82,039.46</b>			<b>\$ 40,576.11</b>

Part Number	Description	LeadTime
TT15529	Mount caliper	250 Days
TTP325-67	Dowel pin 16mmx40	90 Days
TT15499	guide pin	90 Days
TT15536	lock ring	140 Days
TT15475	actuator housing	190 Days
TTP325-68	dowel solid 12 X30	90 Days
TT15485	caliper body	150 Days
TT15959	Caliper mounting kit	90 Days
TTP799-04	Bolt M24X3 X90	90 Days
TTP166-21	Washer flat 24MM	90 Days

## ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

## CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the **89**

Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

## **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.



(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

## PROMPT PAYMENT

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

## RESTRICTIONS ON LOBBYING

### Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

### Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
  - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

**Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.**

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

**Shall file a certification, and a disclosure form, if required, to the next tier above.**

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **SOLID WASTES (RECOVERED MATERIALS)**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

## TERMINATION

### Termination for Convenience (General Provision)

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

### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **VIOLATION AND BREACH OF CONTRACT**

### **Disputes:**

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

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages:**

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

### **Remedies:**

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

### **Rights and Remedies:**

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **OTHER RECOMMENDED CONTRACT REQUIREMENTS**

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

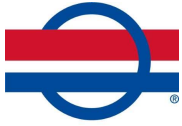
## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Brian Reeves, Associate Chief Financial Officer

**TITLE:**

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**Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Bank of America Securities)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the Master Task Ordering Agreement (MOTA) pool for Bond Underwriting with Bank of America Securities with a not-to-exceed amount of \$7,500,000 for the entire pool.

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**BACKGROUND:**

As of December 31, 2024, UTA has approximately \$2 billion in outstanding senior and subordinate sales tax revenue bonds. This bond underwriting engagement encompasses services related to the ongoing management of these bonds, potential refundings, and the issuance of new bonds as needed.

In accessing capital markets, bond underwriters play a critical role as intermediaries. They assist in preparing bond offering documents, developing investor marketing materials, and facilitating the issuance and distribution of UTA bonds to investors.

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**DISCUSSION:**

UTA plans to utilize a pool of bond underwriters to develop diverse financing solutions. By maintaining a pool of underwriters, the Authority can access a broad range of financing strategies, enhancing financial flexibility and ensuring timely access to capital markets.

Under this arrangement, selected underwriters will join the MTOA contract pool, which leverages the collective strengths of its members. This structure provides UTA with access to specialized expertise and

competitive advantages, including:

- Expertise in negotiated and competitive bond sales
- Capability to support various issuance sizes
- Flexibility to collaborate within the pool (e.g., senior and co-senior manager partnerships)
- In-depth market research and insights
- Access to skilled professionals with industry expertise

The MTOA contract pool offers a cost-effective approach for UTA to navigate complex capital markets while securing market-competitive financing solutions.

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#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Bank of America Securities
<b>Contract Number:</b>	25-039301
<b>Base Contract Effective Dates:</b>	Effective after last signature thru 3/31/2030
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$7,500,000 for entire pool.
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	Approved 2025 Capital Budget

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#### **ALTERNATIVES:**

Pursue procurement through a different contract or solicitation. This would delay issuance of bonds substantially, and limit UTA's financial flexibility.

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#### **FISCAL IMPACT:**

The MTOA total not-to-exceed contract value is \$7,500,000, which covers the entire pool and payment for services will come from bond issuance proceeds.

#### **Budget and 5 Year Capital Plan:**

- 2025 MTOA Pool Total: \$1,500,000
- 2026 MTOA Pool Total: \$1,500,000
- 2027 MTOA Pool Total: \$1,500,000
- 2028 MTOA Pool Total: \$1,500,000
- 2029 MTOA Pool Total: \$1,500,000

5-year total: \$7,500,000

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**ATTACHMENTS:**

- Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Bank of America Securities)



## MASTER TASK ORDERING AGREEMENT - POOL

**UTA CONTRACT # 25-039301PP**

### **BOND UNDERWRITING**

This Master Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Bank of America Securities ("Contractor or Consultant").

#### **RECITALS**

WHEREAS, UTA desires to establish a pool of contractors available to perform one or more related tasks per the Statement of Services contained at Exhibit A

WHEREAS, on January 17, 2025, UTA issued Request for: Proposal Number 25-03930PP ("RFP") encouraging interested parties to submit a Proposal to perform the services described in the RFP

WHEREAS, upon evaluation of the Proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to be included in a pool of contractors who may perform the Work if issued a Task or Service Order.

WHEREAS, Contractor 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 here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

#### **1. SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work. (The terms "Contractor" and "Consultant" may be used interchangeably throughout this agreement).
- b. Contractor shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor 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.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. **Contractor acknowledges that it is one of several contractors included in a pool of contractors, any of whom may be called upon to perform the work via issuance of a task or service order. Contractor acknowledges that it is not guaranteed to receive any minimum number of Task or Service Orders under this Agreement.**

## 2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Contractor will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Contractor shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.
- c. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost

(beyond task orders already issued) to either Party.

- d. If UTA and the Contractor are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Contractor and procure the item outside this Contract.

### **3. PROGRESS OF WORK**

- a. Contractor 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.
- b. Contractor 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.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. 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 Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor 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 Contractor of its responsibility to comply with the Contract requirements.
- f. 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, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

### **4. FINAL ACCEPTANCE OF TASKS**

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Contractor has fully performed the work under a Task Order, UTA's PM will notify the Contractor of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Contractor knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

## **5. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than March 31, 2030, however, the period of performance shall be automatically extended to cover any outstanding tasks which have been issued. (This contract contains one additional option year which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

## **6. COMPENSATION**

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Contractor and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum or not-to-exceed price will be paid to the Contractor for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Contractor for all costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs.

## **7. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
  2. UTA's RFP (or RFQU including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
  3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

## **8. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any Contractor proposed term or condition which is in conflict with a UTA contract or solicitation term, or condition will be deemed null and void.

## **9. CHANGES**

- a. 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 Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Consultant's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor 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 requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
  - A. The date, circumstances, and source of the change; and
  - B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor 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.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. 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 21 of this Contract.

## **10. INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor

shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
- ii. Unique Invoice Number
- iii. PO Number
- iv. Invoice Date
- v. Detailed Description of Charges
- vi. Total Dollar Amount Due

- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com). Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

- 11. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com). 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 Consultant, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of 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 Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

- 12. USE OF SUBCONTRACTORS**



- a. Contractor 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 subconsultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subconsultants.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

## **12. KEY PERSONNEL**

Contractor 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. The following personnel are considered to be "key" under this clause:

Jim Calpin, Managing Director  
One Bryant Park, 12<sup>th</sup> Floor  
New York, NY 10036  
646-743-1314; [James.calpin@bofa.com](mailto:James.calpin@bofa.com)

Bradford Walker, Managing Director  
315 Montgomery Street, Suite 1<sup>st</sup> Floor  
San Francisco, CA 94194  
415-913-2328; [Bradford.walker@bofa.com](mailto:Bradford.walker@bofa.com)

If the key personnel listed above are changed without UTA's permission, the Contractor is in default of the contract and liable for default damages.

## **13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Contractor 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, Contractor 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.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

- c. 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.
- d. 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 Contractor for the additional costs or time and modify this Contract by Change Order.

#### 14. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (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. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
  - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants 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. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** 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 Consultant'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. 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.

**d. TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Contractor shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Contractor shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

**15. INFORMATION, RECORDS and REPORTS: AUDIT RIGHTS**

Contractor 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. Contractor 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 Contractor 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. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

**16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

- a. 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 Contractor by a third-party who is not under a confidentiality obligation.
  - C. Information developed by or in the custody of Contractor before entering into this Contract.
  - D. Information developed by Contractor 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.

#### **17. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

#### **18. 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 acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subconsultants. 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. If an employee of Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, 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. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

**BofA cannot accept the indemnification provisions that is outlined above. Below is BofA's proposed language replacement.**

"The proposed indemnification provisions in Section 18 are not standard in agreements entered into in connection with serving as an underwriter for an offering of municipal securities. Contractor expects to enter into a mutually acceptable bond purchase agreement with UTA for any series of bonds for which UTA might request Contractor to serve as an underwriter. The indemnification provisions of any such bond purchase agreement shall supersede Section 18 and govern such services.

## **19. INSURANCE REQUIREMENTS**

### **Standard Insurance Requirements**

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** 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                         | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$2,000,000 |

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

## 2. Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the 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
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

## 4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
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Annual Aggregate	\$2,000,000
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- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that

either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
  - 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their 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.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) 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 sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority 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.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

## **20. INTELLECTUAL PROPERTY INDEMNIFICATION**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor 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, Contractor 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.
- 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 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 subconsultants 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 Contractor or its subconsultants 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 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 subconsultant, 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.

## **21. INDEPENDENT CONTRACTOR**

Contractor 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. Contractor is responsible to provide and pay the cost of all its employees' benefits.

## **22. PROHIBITED INTEREST**

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 Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

## **23. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. 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.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's CPO /Consultant's Director	Five calendar days
UTA's Executive Manager/Consultant's CFO	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

#### **24. GOVERNING LAW**

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 Contractor consents to the jurisdiction of such courts.

#### **25. ASSIGNMENT OF CONTRACT**

Contractor 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.

## 26. NONWAIVER

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.

## 27. NOTICES OR DEMANDS

- a. 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:

b.

If to UTA:

Utah Transit Authority  
ATTN: Pat Postell  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant:

Bank of America Securities	Bank of America Securities
Attn: Jim Calpin	Attn: Bradford Walker
One Bryand Park, 12 <sup>th</sup> Floor	315 Montgomery Street, S
New York, NY 10036	Suite 1 <sup>st</sup> Floor
	San Francisco, CA 94104

- c. 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.
- d. 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.

## 28. CONTRACT ADMINISTRATOR

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

**29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to design and construction contracts 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) Contractor has a subcontract at any tier that involves a sub-contractor 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:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor 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.
- c. Contractor shall also demonstrate to UTA that subconsultants 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 subconsultant's employees and the employee's dependents during the duration of the subcontract.

**30. COSTS AND ATTORNEY'S FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

**31. NO THIRD-PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

**32. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate

the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

**33. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

BofA suggests adding the additional proposed language replacement on the Utah Anti-Boycott Israel Act provision as outlined above.

"Contractor agrees it will not to engage in a boycott of the State of Israel for the duration of this contract, other than pursuant to an ordinary business purpose and/or as permitted or required by Federal law."

**34. SEVERABILITY**

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.

**35. 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. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

**35. AMENDMENTS**

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

**36. 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 electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**37. 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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

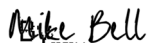
**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_  
Jay Fox  
Executive Director

By \_\_\_\_\_  
Viola Miller  
Chief Procurement Officer

**UTA Legal Counsel**


DocuSigned by:



Mike Bell

Utah Attorney General

**CONTRACTOR:**

By   
Name JAMES CALPIN  
Title Managing Director

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

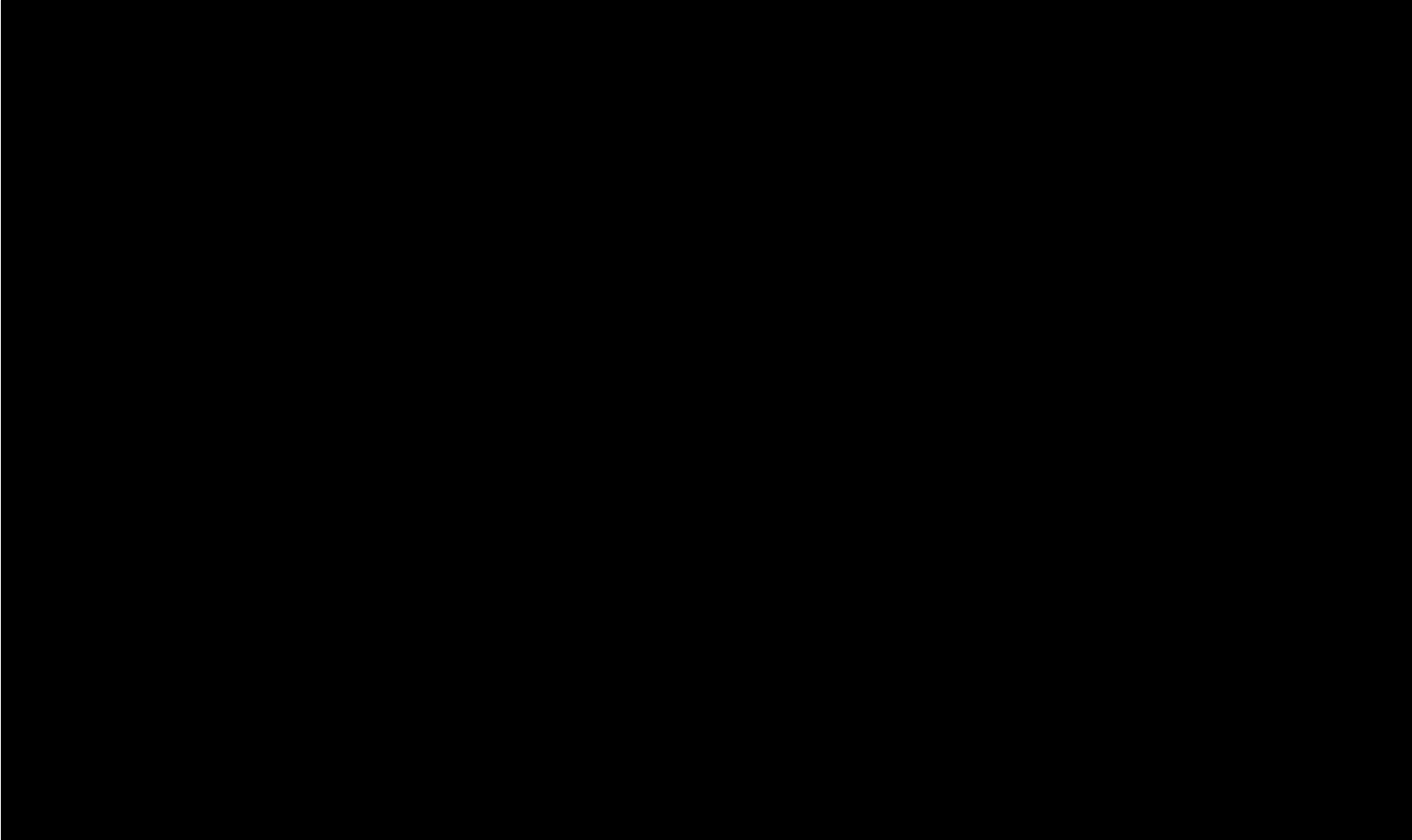
Utah Transit Authority expects a high degree of expertise and professionalism from its underwriter(s). The scope of services requested by this contract and the engagement by agreement is to provide the following professional and expert services:

1. Become a member of the Authority's financing team for designated bond issues;
2. Provide input regarding the structure and terms of bond issues;
3. Provide input on refunding and/or tender of outstanding bonds issued;
4. Provide input regarding financing tools or strategies that may be of benefit to the Authority;
5. Provide input regarding the Authority's disclosure documents;
6. Develop a marketing plan for designated bonds to be issued to assure that the issue is priced at prevailing market rates to the advantage of the Authority;
7. Provide a thorough distribution of the issue and be willing to underwrite unsold balances if required;
8. Execute a definitive bond purchase contract.
9. Provide market data pertaining to supply, demand, rates, pricing, and structure.

***CONFIDENTIAL***

**EXHIBIT B  
PRICING**

This is a Pool Contract. The Not-to-Exceed amount for the ENTIRE POOL is \$7,500,000. Each Task or Service Order issued under this contract or the other contracts in the pool will decrease the total amount available for all pool contractors.





***Confidential***





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Brian Reeves, Associate Chief Financial Officer

**TITLE:**

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**Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Jefferies LLC)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the Master Task Order Agreement ("MTOA") for Bond Underwriting with Jefferies LLC ("Jefferies") with a Not-To-Exceed amount of \$7,500,000 million for the entire pool.

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**BACKGROUND:**

As of December 31, 2024, UTA has approximately \$2 billion in outstanding senior and subordinate sales tax revenue bonds. This bond underwriting engagement encompasses services related to the ongoing management of these bonds, potential refundings, and the issuance of new bonds as needed.

In accessing capital markets, bond underwriters play a critical role as intermediaries. They assist in preparing bond offering documents, developing investor marketing materials, and facilitating the issuance and distribution of UTA bonds to investors.

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**DISCUSSION:**

UTA plans to utilize a pool of bond underwriters to develop diverse financing solutions. By maintaining a pool of underwriters, the Authority can access a broad range of financing strategies, enhancing financial flexibility and ensuring timely access to capital markets.

Under this arrangement, selected underwriters will join the MTOA contract pool, which leverages the collective strengths of its members. This structure provides UTA with access to specialized expertise and

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competitive advantages, including:

- Expertise in negotiated and competitive bond sales
- Capability to support various issuance sizes
- Flexibility to collaborate within the pool (e.g., senior and co-senior manager partnerships)
- In-depth market research and insights
- Access to skilled professionals with industry expertise

The MTOA contract pool offers a cost-effective approach for UTA to navigate complex capital markets while securing market-competitive financing solutions.

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#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Jefferies LLC
<b>Contract Number:</b>	25-039303
<b>Base Contract Effective Dates:</b>	Effective after last signature thru 3/31/2030
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$7,500,000 for entire pool.
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	Approved 2025 Capital Budget

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#### **ALTERNATIVES:**

Pursue procurement through a different contract or solicitation. This would delay issuance of bonds substantially, and limit UTA's financial flexibility.

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#### **FISCAL IMPACT:**

The MTOA total not-to-exceed contract value is \$7,500,000, which covers the entire pool and payment for services will come from bond issuance proceeds.

#### **Budget and 5 Year Capital Plan**

- 2025 MTOA Pool Total: \$1,500,000
- 2026 MTOA Pool Total: \$1,500,000
- 2027 MTOA Pool Total: \$1,500,000
- 2028 MTOA Pool Total: \$1,500,000
- 2029 MTOA Pool Total: \$1,500,000

5-year total: \$7,500,000

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**ATTACHMENTS:**

- Contract: Master Task Order Agreement - Bond Underwriting Services Pool (Jefferies LLC)



**MASTER TASK ORDERING AGREEMENT - POOL**  
**UTA CONTRACT # 25-039303PP**  
**BOND UNDERWRITING**

This Master Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and JEFFERIES LLC ("Contractor or Consultant").

**RECITALS**

WHEREAS, UTA desires to establish a pool of contractors available to perform one or more related tasks per the Statement of Services contained at Exhibit A

WHEREAS, on January 17, 2025, UTA issued Request for: Proposal Number 25-039303PP ("RFP") encouraging interested parties to submit a Proposal to perform the services described in the RFP

WHEREAS, upon evaluation of the Proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to be included in a pool of contractors who may perform the Work if issued a Task or Service Order.

WHEREAS, Contractor 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 here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**1. SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states

will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work. (The terms "Contractor" and "Consultant" may be used interchangeably throughout this agreement).

- b. Contractor shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor 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.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. **Contractor acknowledges that it is one of several contractors included in a pool of contractors, any of whom may be called upon to perform the work via issuance of a task or service order. Contractor acknowledges that it is not guaranteed to receive any minimum number of Task or Service Orders under this Agreement.**

## 2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Contractor will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Contractor shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.
- c. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

- d. If UTA and the Contractor are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Contractor and procure the item outside this Contract.

### **3. PROGRESS OF WORK**

- a. Contractor 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.
- b. Contractor 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.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. 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 Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor 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 Contractor of its responsibility to comply with the Contract requirements.
- f. 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, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

### **4. FINAL ACCEPTANCE OF TASKS**

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Contractor has fully performed the work under a Task Order, UTA's PM will notify the Contractor of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Contractor knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

## **5. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than March 31, 2030, however, the period of performance shall be automatically extended to cover any outstanding tasks which have been issued. (This contract contains one additional option year which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

## **6. COMPENSATION**

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Contractor and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum or not-to-exceed price will be paid to the Contractor for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Contractor for all costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs.

## **7. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).



2. UTA's RFP (or RFQU including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

## **8. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any Contractor proposed term or condition which is in conflict with a UTA contract or solicitation term, or condition will be deemed null and void.

## **9. CHANGES**

- a. 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 Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Consultant's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor 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 requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

Contractor must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor 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.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. 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 21 of this Contract.

## **10. INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval

by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com). Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

11. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com). **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 Consultant, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of 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 Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

## 12. **USE OF SUBCONTRACTORS**

- a. Contractor 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 subconsultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subconsultants.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-

percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

## 12. **KEY PERSONNEL**

Contractor 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. The following personnel are considered to be "key" under this clause:

Jefferies LLC  
Attn: Kirsten Chalke  
Senior Vice President  
520 Madison Avenue, 4<sup>th</sup> Fl  
New York, NY 10022  
917-421-1947  
[kchalke@jefferies.com](mailto:kchalke@jefferies.com)

Jefferies LLC  
Attn: Simon Wirecki  
MD, Western Regional Head for Municipal Finance  
11100 Santa Monica Blvd  
12<sup>th</sup> Fl. , Los Angeles, CA 90025  
310-575-5251  
[swirecki@jefferies.com](mailto:swirecki@jefferies.com)

If the key personnel listed above are changed without UTA's permission, the Contractor is in default of the contract and liable for default damages.

## 13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Contractor 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, Contractor 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.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. 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.
- d. 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 Contractor for the additional costs or time and modify this Contract by Change Order.

## 14. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any

time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (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. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
  - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants 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. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** 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 Consultant'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. 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.
- d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Contractor shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Contractor shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

#### **15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor 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. Contractor 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 Contractor 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. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

#### **16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. 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 Contractor by a third-party who is not under a confidentiality obligation.

- C. Information developed by or in the custody of Contractor before entering into this Contract.
- D. Information developed by Contractor 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.

17. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant’s response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. **GENERAL INDEMNIFICATION – Deleted**

19. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** 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 \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

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

2. Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

Each Accident	\$100,000
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
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Annual Aggregate	\$2,000,000
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B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their 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.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) 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 sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority 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.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements

are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

## **20. INTELLECTUAL PROPERTY INDEMNIFICATION - Deleted**

## **21. INDEPENDENT CONTRACTOR**

Contractor 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. Contractor is responsible to provide and pay the cost of all its employees' benefits.

## **22. PROHIBITED INTEREST**

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 Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

## **23. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. 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.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Managing Director	Five calendar days
UTA's CPO /Consultant Vice President	Five calendar days
UTA's Executive Manager/Consultant's CFO	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

#### **24. GOVERNING LAW**

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 Contractor consents to the jurisdiction of such courts.

#### **25. ASSIGNMENT OF CONTRACT**

Contractor 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.

#### **26. NONWAIVER**

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.

#### **27. NOTICES OR DEMANDS**

- a. 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:

b.

If to UTA:

Utah Transit Authority  
ATTN: Pat Postell  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant:

Jefferies, LLC  
Attn: Kirsten Chalke  
Senior Vice President  
520 Madison Avenue, 4<sup>th</sup> Fl  
New York, NY 10022

- c. 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.
- d. 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.

**28. CONTRACT ADMINISTRATOR**

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

**29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR  
EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to design and construction contracts 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) Contractor has a subcontract at any tier that involves a sub-contractor 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:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA

that Contractor 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.

- c. Contractor shall also demonstrate to UTA that subconsultants 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 subconsultant's employees and the employee's dependents during the duration of the subcontract.

### **30. COSTS AND ATTORNEY'S FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

### **31. NO THIRD-PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

### **32. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

### **33. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

### **34. SEVERABILITY**

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.

### **35. 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. The terms of the Contract supersede any additional or

conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

**35. AMENDMENTS**

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

**36. 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 electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**37. 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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By \_\_\_\_\_  
Jay Fox  
Executive Director

By \_\_\_\_\_  
Viola Miller  
Chief Procurement Officer

**UTA Legal Counsel**  
DocuSigned by:  
By Mike Bell  
70F533A15BA44F6...  
Mike Bell  
Utah Attorney General

**JEFFERIES, LLC.:**  
Signed by:  
Kirsten Chalke  
By \_\_\_\_\_ 4/2/2025  
K 1A218F62F4B54261  
Name Kirsten Chalke  
Title Senior Vice President  
  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

Utah Transit Authority expects a high degree of expertise and professionalism from its underwriter(s). The scope of services requested by this contract and the engagement by agreement is to provide the following professional and expert services:

1. Become a member of the Authority's financing team for designated bond issues;
2. Provide input regarding the structure and terms of bond issues;
3. Provide input on refunding and/or tender of outstanding bonds issued;
4. Provide input regarding financing tools or strategies that may be of benefit to the Authority;
5. Provide input regarding the Authority's disclosure documents;
6. Develop a marketing plan for designated bonds to be issued to assure that the issue is priced at prevailing market rates to the advantage of the Authority;
7. Provide a thorough distribution of the issue and be willing to underwrite unsold balances if required;
8. Execute a definitive bond purchase contract.
9. Provide market data pertaining to supply, demand, rates, pricing, and structure.



## ***CONFIDENTIAL***

### **EXHIBIT B PRICING**

**This is a Pool Contract. The Not-to-Exceed amount for the ENTIRE POOL is \$7,500,000. Each Task or Service Order issued under this contract or the other contracts in the pool will decrease the total amount available for all pool contractors.**





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Brian Reeves, Associate Chief Financial Officer

**TITLE:**

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**Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Wells Fargo Bank, N.A.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the Master Task Ordering Agreement (MTOA) pool for Bond Underwriting with Wells Fargo Bank, N.A. (Wells Fargo) with a not-to-exceed amount for the entire pool of \$7,500,000.

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**BACKGROUND:**

As of December 31, 2024, UTA has approximately \$2 billion in outstanding senior and subordinate sales tax revenue bonds. This bond underwriting engagement encompasses services related to the ongoing management of these bonds, potential refundings, and the issuance of new bonds as needed.

In accessing capital markets, bond underwriters play a critical role as intermediaries. They assist in preparing bond offering documents, developing investor marketing materials, and facilitating the issuance and distribution of UTA bonds to investors.

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**DISCUSSION:**

UTA plans to utilize a pool of bond underwriters to develop diverse financing solutions. By maintaining a pool of underwriters, the Authority can access a broad range of financing strategies, enhancing financial flexibility and ensuring timely access to capital markets.

Under this arrangement, selected underwriters will join the MTOA contract pool, which leverages the collective strengths of its members. This structure provides UTA with access to specialized expertise and

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competitive advantages, including:

- Expertise in negotiated and competitive bond sales
- Capability to support various issuance sizes
- Flexibility to collaborate within the pool (e.g., senior and co-senior manager partnerships)
- In-depth market research and insights
- Access to skilled professionals with industry expertise

The MTOA contract pool offers a cost-effective approach for UTA to navigate complex capital markets while securing market-competitive financing solutions.

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#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Wells Fargo Bank, N.A.
<b>Contract Number:</b>	25-039304
<b>Base Contract Effective Dates:</b>	Effective after last signature thru 3/31/2030
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$7,500,000 for entire pool.
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	Approved 2025 Capital Budget

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#### **ALTERNATIVES:**

Pursue procurement through a different contract or solicitation. This would delay issuance of bonds substantially, and limit UTA's financial flexibility.

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#### **FISCAL IMPACT:**

The MTOA total not-to-exceed contract value is \$7,500,000, which covers the entire pool and payment for services will come from bond issuance proceeds.

#### **Budget and 5 Year Capital Plan**

- 2025 MTOA Pool Total: \$1,500,000
- 2026 MTOA Pool Total: \$1,500,000
- 2027 MTOA Pool Total: \$1,500,000
- 2028 MTOA Pool Total: \$1,500,000
- 2029 MTOA Pool Total: \$1,500,000

5-year total: \$7,500,000

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**ATTACHMENTS:**

- Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Wells Fargo Bank, N.A.)



**MASTER TASK ORDERING AGREEMENT - POOL**  
**UTA CONTRACT # 25-039304PP**  
**BOND UNDERWRITING**

This Master Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Wells Fargo Bank, N.A. ("Contractor or Consultant").

**RECITALS**

WHEREAS, UTA desires to establish a pool of contractors available to perform one or more related tasks per the Statement of Services contained at Exhibit A

WHEREAS, on January 17, 2025, UTA issued Request for: Proposal Number 25-03930PP ("RFP") encouraging interested parties to submit a Proposal to perform the services described in the RFP

WHEREAS, upon evaluation of the Proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to be included in a pool of contractors who may perform the Work if issued a Task or Service Order.

WHEREAS, Contractor 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 here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, to the extent applicable to the underwriting or services set forth in the Scope of Services, it is hereby agreed as follows:

**1. SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work. (The terms "Contractor" and "Consultant" may be used interchangeably throughout this agreement).
- b. Contractor shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor 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.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. **Contractor acknowledges that it is one of several contractors included in a pool of contractors, any of whom may be called upon to perform the work via issuance of a task or service order. Contractor acknowledges that it is not guaranteed to receive any minimum number of Task or Service Orders under this Agreement.**

## 2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Contractor will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Contractor shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.
- c. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

- d. If UTA and the Contractor are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Contractor and procure the item outside this Contract.

### **3. PROGRESS OF WORK**

- a. Contractor 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.
- b. Contractor 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.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. 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 Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor 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 Contractor of its responsibility to comply with the Contract requirements.
- f. 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, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

### **4. FINAL ACCEPTANCE OF TASKS**

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Contractor has fully performed the work under a Task Order, UTA's PM will notify the Contractor of final acceptance.



Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Contractor knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

## **5. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than March 31, 2030, however, the period of performance shall be automatically extended to cover any outstanding tasks which have been issued. (This contract contains one additional option year which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

## **6. COMPENSATION**

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Contractor and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum or not-to-exceed price will be paid to the Contractor for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Contractor for all costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs.

## **7. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).

2. UTA's RFP (or RFQ including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

## **8. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any Contractor proposed term or condition which is in conflict with a UTA contract or solicitation term, or condition will be deemed null and void.

## **9. CHANGES**

- a. 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 Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Consultant's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor 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 requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

Contractor must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor 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.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. 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 21 of this Contract.

## **10. INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval

by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com). Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

11. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com). **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 Consultant, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of 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 Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

## 12. **USE OF SUBCONTRACTORS**

- a. Contractor 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 subconsultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subconsultants.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-

percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

## 12. **KEY PERSONNEL**

Contractor 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. The following personnel are considered to be "key" under this clause:

Wells Fargo Public Finance  
Attn: Julie Burger  
Managing Director (New York)  
30 Hudson Yards, 15<sup>th</sup> Floor  
New York, NY 10001  
212-214-2825  
[Julie.burger@wellsfargo.com](mailto:Julie.burger@wellsfargo.com)

Wells Fargo Public Finance  
Attn: Ryan Poulsen  
Executive Director (Denver)  
700 Lincoln St, 12<sup>th</sup> Floor  
Denver, CO 80203  
303-863-6008  
[ryan.poulsen@wellsfargo.com](mailto:ryan.poulsen@wellsfargo.com)

If the key personnel listed above are changed without UTA's permission, the Contractor is in default of the contract and liable for default damages.

## 13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Contractor 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, Contractor 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.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. 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.
- d. 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 Contractor for the additional costs or time and modify this Contract by Change Order.

## 14. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any

time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (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. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
  - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants 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. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** 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 Consultant'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. 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.
- d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Contractor shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Contractor shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

**15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor 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. Contractor 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 Contractor 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. In no event will the foregoing be interpreted or construed to constitute Contractor's consent, commitment or agreement to provide the UTA or any of its regulators or any governmental entity with access or audit rights with respect to (1) Contractor's facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Contractor's security practices. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

**16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days of its knowledge and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. 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 Contractor by a third-party who is not, as far as the Contractor is aware, under a confidentiality obligation.
  - C. Information developed by or in the custody of Contractor before entering into this Contract.
  - D. Information developed by Contractor 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, administrative order, or as otherwise requested by any governmental agency, regulatory authority (including, any self-regulatory organization claiming to have jurisdiction) or any bank examiner or for evidentiary purposes in any action, proceeding or arbitration related to the underwriting or services provided or the confidential information to which Contractor is a party.

#### **17. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

#### **18. 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 by any third party (hereinafter referred to collectively as "claims"), arising directly from the grossly negligent acts or willful misconduct of Contractor or its principals, employees or agents (as determined in a final judgment by a competent court of law) related to the underwriting or services provided. 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. If an employee of Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim related to the underwriting or services provided against UTA or another Indemnatee, 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; provided such claim arises directly from the grossly negligent acts or willful misconduct of Contractor or its principals, employees or agents (as determined in a final judgment by a competent court of law).



The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: 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 \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include The Utah Transit Authority as the additional insured.

2. Automobile Liability

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

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

a. The policy shall be endorsed to include The Utah Transit Authority as additional insured.

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

- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract.

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

1.

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

C. NOTICE OF CANCELLATION: Contractor agrees to mail 30 days' advance written notice in the event of cancellation which results in non-compliance with insurance requirements contained herein.

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

- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) 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 sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority 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.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

## **20. INTELLECTUAL PROPERTY INDEMNIFICATION**

- a. Contractor shall protect, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement directly and exclusively caused by UTA's reasonable reliance on unmodified deliverables provided by Consultant under and in accordance with the provisions of this Contract. If notified promptly in writing and given authority, information and all reasonably requested assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based directly and exclusively on any such Claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA. 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, Contractor shall, at its expense and at its sole discretion, either (1) procure for UTA any reasonably necessary intellectual property rights, (2) modify Consultant's services or deliverables such that the claimed infringement is eliminated, or (3) refund UTA a pro rata portion of the fees actually paid by UTA for such deliverables, depreciated linearly over a five (5) year time period.

Contractor shall: (i) protect, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants 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 Contractor or its subconsultants of any tier, all to the extent the foregoing arises directly from the grossly negligent acts or willful misconduct of Contractor or its principals, employees or agents (as determined in a final judgment by a competent court of law) related to the underwriting or services provided. If any foregoing lien 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 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 subconsultant, 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.

## **21. INDEPENDENT CONTRACTOR**

Contractor 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. Contractor is responsible to provide and pay the cost of all its employees' benefits.

## **22. PROHIBITED INTEREST**

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 Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

## **23. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order

negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. 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.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Managing Director	Five calendar days
UTA's CPO /Consultant Vice President	Five calendar days
UTA's Executive Manager/Consultant's CFO	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

## **24. GOVERNING LAW**

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 Contractor consents to the jurisdiction of such courts.

## **25. ASSIGNMENT OF CONTRACT**

Contractor 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.

## **26. NONWAIVER**

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.

## **27. NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority  
ATTN: Pat Postell  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant:

Wells Fargo Public Finance  
ATTN: Julie Burger  
30 Hudson Yards, 15<sup>th</sup> Floor  
New York, NY 10001

Wells Fargo Public Finance  
ATTN: Ryan Poulsen  
1700 Lincoln St, 12<sup>th</sup> Floor  
Denver, CO 80203

- b. 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.
- c. 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.

## **28. CONTRACT ADMINISTRATOR**

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

## **29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to design and construction contracts 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) Contractor has a subcontract at any tier that involves a sub-contractor 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:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor 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.
- c. Contractor shall also demonstrate to UTA that subconsultants 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 subconsultant's employees and the employee's dependents during the duration of the subcontract.

## **30. COSTS AND ATTORNEY'S FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

## **31. NO THIRD-PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

## **32. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may

terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

**33. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

**34. SEVERABILITY**

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.

**35. 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. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

The parties hereto acknowledge and agree that notwithstanding anything in this Contract to the contrary, the terms and conditions of a bond purchase contract entered by the Contractor and the UTA in connection with any bond issuance related to the Scope of Services should control.

**35. AMENDMENTS**

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

**36. 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 electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.



37. **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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_  
Jay Fox  
Executive Director

By \_\_\_\_\_  
Viola Miller  
Chief Procurement Officer

**UTA Legal Counsel**  
Docusigned by:  
By Mike Bell  
70E33A415BA44F6...  
Mike Bell  
Utah Attorney General

**Wells Fargo Bank, N.A.:**  
Signed by:  
Julie Burger 4/4/2025  
By Julie Burger  
Name \_\_\_\_\_  
Title Managing Director  
  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

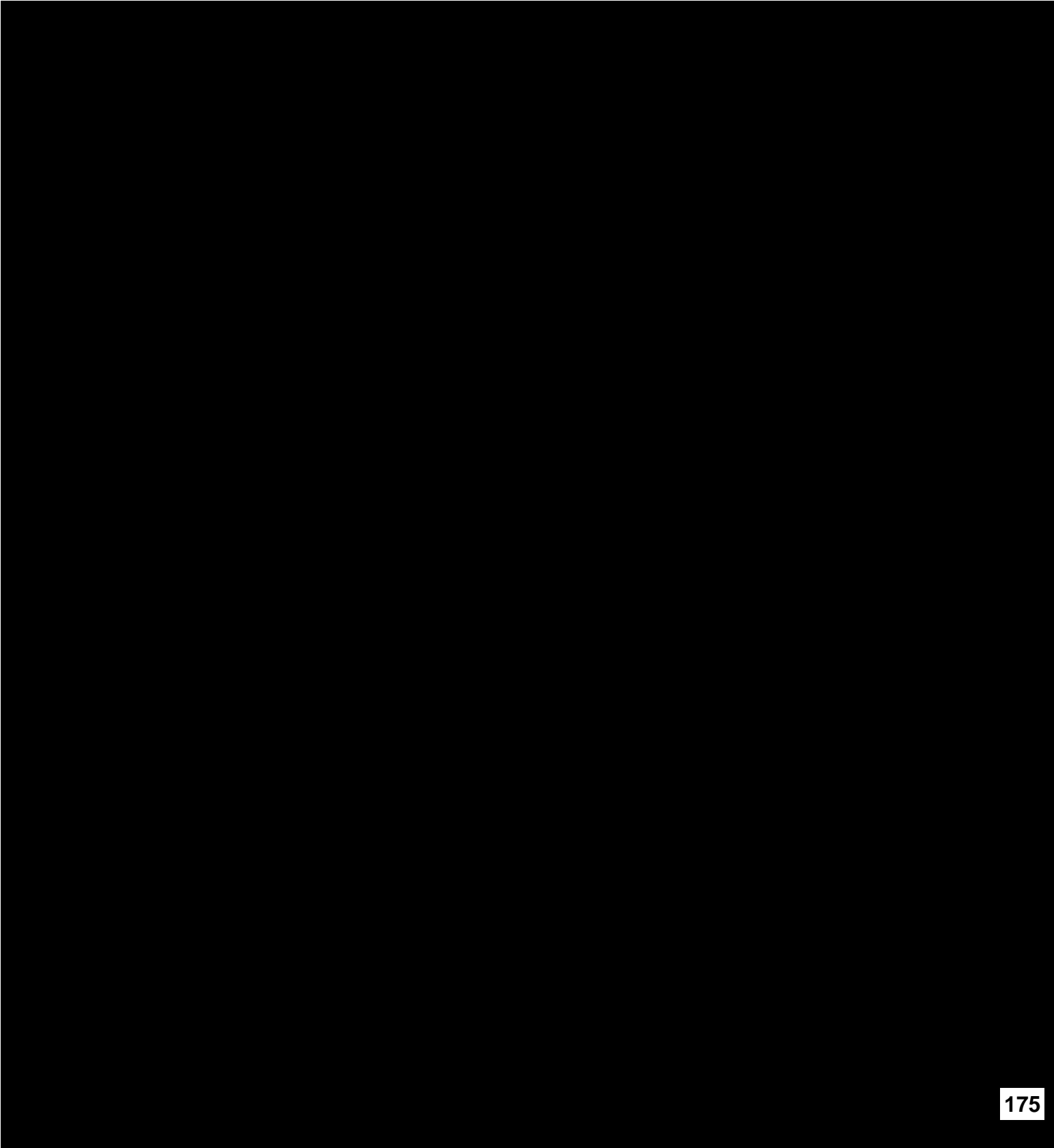
## **EXHIBIT A SCOPE OF WORK**

Utah Transit Authority expects a high degree of expertise and professionalism from its underwriter(s). The scope of services requested by this contract and the engagement by agreement is to provide the following professional and expert services:

1. Become a member of the Authority's financing team for designated bond issues;
2. Provide input regarding the structure and terms of bond issues;
3. Provide input on refunding and/or tender of outstanding bonds issued;
4. Provide input regarding financing tools or strategies that may be of benefit to the Authority;
5. Provide input regarding the Authority's disclosure documents;
6. Develop a marketing plan for designated bonds to be issued to assure that the issue is priced at prevailing market rates to the advantage of the Authority;
7. Provide a thorough distribution of the issue and be willing to underwrite unsold balances if required;
8. Execute a definitive bond purchase contract.
9. Provide market data pertaining to supply, demand, rates, pricing, and structure.

***CONFIDENTIAL***

**EXHIBIT B  
PRICING**







# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** David Hancock, Chief of Capital Services  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Design and Construction

**TITLE:**

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**Contract: Operator Restroom - Roy Center Station (Cal Wadsworth Construction)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the Purchase Order 17484 and associated disbursements under State of Utah Contract MA3916 with Cal Wadsworth Construction in the not-to-exceed amount of \$557,613.54.

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**BACKGROUND:**

UTA is committed to providing operator restrooms along FrontRunner through the Systems Restroom project. This new facility will provide the Operators with a break room, a standard restroom, ADA-compliant restroom, and utility closet at the Roy Station.

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**DISCUSSION:**

UTA is requesting the approval of Purchase Order 17484 to install a prefabricated facility from Cal Wadsworth Construction at the Roy Station in the amount of \$557,613.54. Cal Wadsworth Construction is also responsible for obtaining permits, traffic control, utility connections and site work.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Cal Wadsworth Construction
<b>Contract Number:</b>	Purchase Order: 17484 State Contract: MA3916
<b>Base Contract Effective Dates:</b>	Effective after last signature through November 1, 2025

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<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$557,613.54
<b>Procurement Method:</b>	State Contract
<b>Budget Authority:</b>	Approved 2025 Capital Budget

**ALTERNATIVES:**

Disapprove contract. Capital Services will halt construction of operator restrooms and use the approved 2025 budget to progress design work only.

**FISCAL IMPACT:**

This contract allocates \$557,613.54 of the \$2,245,000 2025 Capital Budget for the Systems Restrooms project (SGR409).

**ATTACHMENTS:**

- Purchase Order: Operator Restrooms - Roy Station (Cal Wadsworth Construction)
- State Contract MA3916 ([Link <https://statecontracts.utah.gov/Contract/Details/Ma3916-Construction-Management-Services%7C6db111e7-d571-4ab9-a950-425437e59524>](https://statecontracts.utah.gov/Contract/Details/Ma3916-Construction-Management-Services%7C6db111e7-d571-4ab9-a950-425437e59524))


Daniel Edward Merritt			PURCHASE ORDER NUMBER <b>OG</b>		<b>17484</b>
			PO Number Must Appear On All Invoices And Shipments		
		Utah Transit Authority		VENDOR NUMBER 1521254	PO DATE 3/10/2025
SEND INVOICE TO: AP@RIDEUTA.COM		SHIP TO: ATTENTION: RECEIVING	An Equal Opportunity Employer		ORDER TAKEN BY FOB
669 W 200 S		3600 S 700 W	801-287-3008		BUYER PAGE NUMBER
SLC, UT 84101		Salt Lake City UT 84119	www.rideuta.com		Daniel Edward Merritt 1 of 1

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 557,613.54      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014991	3/10/25	EA	40-7409.68000.8004	Roy Restroom - Const. Admin	.0000	123,221.79
2	00014991	3/10/25	EA	40-7409.64000.4001	Roy Restroom-Clear/Earthwork	.0000	130,116.23
3	00014991	3/10/25	EA	40-7409.63000.3001	Roy Restroom - Admin Bldg	.0000	276,626.30
4	00014991	3/10/25	EA	40-7409.64000.4002	Roy Restroom - Utilities	.0000	27,649.22

Please sign, date, and return attached PO as order acknowledgement - or - email me a copy of your Sales Order

This Contract/PO is a Not to Exceed Amount of \$557,613.54  
See the attached Cal Wadsworth Construction estimates in Exhibit A below of this PO.  
See the attached Insurance and Indemnification Requirements on Exhibit B below of this Purchase Order.

DocuSigned by:  
 3/11/2025  
Signature:  
Mike Bell, AAG State of Utah and UTA Legal Counsel

Attached  
Exhibit A  
Exhibit B

State of Utah Contract Number MA3916 - Validity Date 5/1/2022 - 4/30/2027  
Period of Performance: The project is scheduled to be completed by August 2025 before UTA Change Day,  
with punch list completed by November 1, 2025

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

**If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.**



**Work Order Signature Document**

**State of Utah ezIQC Contract Number: MA3916**

☒

**New Work Order**

☐

**Modify an Existing Work Order**

Work Order Number: 137812.00

Work Order Date: 01/15/2025

Work Order Title: UTA - Roy Station - Operators Relief Rooms

Owner Name: UTAH - Utah Transit Authority

Contractor Name: Cal Wadsworth Construction

Contact: Carlie Torres

Contact: Victor Lesanu

Phone: 1-888-743-3882

Phone: 801-997-9935

Email:

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3916.

Brief Work Order Description:

Installation of Operator Relief Rooms.

**Time of Performance**

*See Schedule Section of the Detailed Scope of Work*

**Liquidated Damages**

Will apply:

☐

Will not apply:

☒

**Work Order Firm Fixed Price: \$557,613.54**

Owner Purchase Order Number:

**Approvals**

Owner

Date

Contractor

Date





Detailed Scope of Work

Print Date: January 15, 2025  
Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms  
Contractor: MA3916 - Cal Wadsworth Construction  
Brief Scope: Installation of Operator Relief Rooms.

To:	Victor Lesanu Cal Wadsworth Construction 406 W South Jordan Parkway South Jordan, 84095 801-997-9935	From:	Carlie Torres UTAH - Utah Transit Authority No Data Input No Data Input, 1-888-743-3882
-----	--	-------	---

<input type="checkbox"/> Preliminary	<input checked="" type="checkbox"/> Final
--------------------------------------	---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

**Detailed Scope:**  
Scope of work includes furnishing and installing a prefabricated restroom building; removals as needed including saw cutting and removal of sidewalk and pavement, tree removals and excavation; obtain required permits from Roy City; connections to power, water and sewer; site work including building pad prep work, grading and flatwork; furnishing and coordinating placement of prefabricated building, connections to utilities, and activation of building; and providing required traffic control.

Owner	Date
-------	------

Contractor	Date
------------	------



Contractor's Price Proposal Summary - CSI

Print Date:	January 15, 2025
Work Order Number:	137812.00
Work Order Title:	UTA - Roy Station - Operators Relief Rooms
Contractor:	MA3916 - Cal Wadsworth Construction
Proposal Value:	\$557,613.54
Proposal Name:	UTA - Roy Station - Operators Relief Rooms

01 - General Requirements	\$125,922.74
02 - Site Work	\$33,061.18
03 - Concrete	\$188,016.93
06 - Wood, Plastic, and Composites	\$3,092.48
11 - Equipment	\$3,107.34
12 - Furnishings	\$3,698.11
22 - Plumbing	\$23,712.11
26 - Electrical	\$21,938.15
31 - Earthwork	\$92,841.57
32 - Exterior Improvements	\$34,573.71
33 - Utilities	\$27,649.22
Proposal Total	\$557,613.54

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 33.63%



## Contractor's Price Proposal Detail - CSI

**Print Date:** January 15, 2025  
**Work Order Number:** 137812.00  
**Work Order Title:** UTA - Roy Station - Operators Relief Rooms  
**Contractor:** MA3916 - Cal Wadsworth Construction  
**Proposal Name:** UTA - Roy Station - Operators Relief Rooms  
**Proposal Value:** \$557,613.54

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$16,181.24
			Installation	Quantity 12,543.60 x Unit Price 1.00 x Factor 1.2900 = Total 16,181.24	
2	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$12,484.88
			Installation	Quantity 140.00 x Unit Price 69.13 x Factor 1.2900 = Total 12,484.88	
3	01 22 20 00 0012		HR	Equipment Operator, Medium (Bulldozer)For tasks not included in the Construction Task Catalog® and as directed by owner only .	\$22,860.09
			Installation	Quantity 300.00 x Unit Price 59.07 x Factor 1.2900 = Total 22,860.09	
4	01 22 20 00 0013		HR	Equipment Operator, Light (Backhoe, Skid-Steer Loader)For tasks not included in the Construction Task Catalog® and as directed by owner only .	\$22,163.49
			Installation	Quantity 300.00 x Unit Price 57.27 x Factor 1.2900 = Total 22,163.49	
5	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$18,097.15
			Installation	Quantity 320.00 x Unit Price 43.84 x Factor 1.2900 = Total 18,097.15	
6	01 22 20 00 0047		HR	On-Site Certified Materials Testing Technician	\$7,149.95
			Installation	Quantity 70.00 x Unit Price 79.18 x Factor 1.2900 = Total 7,149.95	
7	01 22 20 00 0068		HR	Flagperson For Traffic Control	\$14,703.94
			Installation	Quantity 260.00 x Unit Price 43.84 x Factor 1.2900 = Total 14,703.94	
8	01 55 26 00 0124		EA	Placement And Removal Of Up To 250 Barricades By Hand From Roadside	\$821.73
			Installation	Quantity 245.00 x Unit Price 2.60 x Factor 1.2900 = Total 821.73	
9	01 55 26 00 0126		EA	Placement And Removal Of Portable Sign And Stand From Roadside	\$77.40
			Installation	Quantity 40.00 x Unit Price 1.50 x Factor 1.2900 = Total 77.40	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms

Proposal Name: UTA - Roy Station - Operators Relief Rooms  
Proposal Value: \$557,613.54

	Sect.	Item	Modifier.	UOM	Description	Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)						
01 - General Requirements									
10	01	71	13	00	0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$4,857.35	
						Installation	Quantity 3.00 x Unit Price 1,255.13 x Factor 1.2900 = Total 4,857.35		
11	01	71	13	00	0012	EA	>185 To 210 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.	\$3,059.65	
						Installation	Quantity 1.00 x Unit Price 2,371.82 x Factor 1.2900 = Total 3,059.65		
12	01	71	13	00	0012	0042	MOD	For >30 To 60 Miles Radius, Add	\$764.92
						Installation	Quantity 1.00 x Unit Price 592.96 x Factor 1.2900 = Total 764.92		
13	01	74	13	00	0003	CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$766.84	
						Installation	Quantity 45.00 x Unit Price 13.21 x Factor 1.2900 = Total 766.84		
14	01	74	19	00	0014	EA	15 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,934.11	
						Installation	Quantity 3.00 x Unit Price 499.77 x Factor 1.2900 = Total 1,934.11		
Subtotal for 01 - General Requirements							\$125,922.74		
02 - Site Work									
15	02	32	13	00	0002	EA	Mobilization Of Drilling Crew	\$926.16	
						Installation	Quantity 1.00 x Unit Price 717.95 x Factor 1.2900 = Total 926.16		
16	02	32	19	00	0004	CY	Test, Entry/Exit Pit Excavation, Backfill And Compaction, By Machine, Paved Areas - Arterial and State Roads	\$13,504.49	
						Installation	Quantity 85.00 x Unit Price 123.16 x Factor 1.2900 = Total 13,504.49		
17	02	41	13	13	0021	SY	>6" To 9" By Machine, Break-up And Remove Bituminous Paving	\$2,506.15	
						Installation	Quantity 95.00 x Unit Price 20.45 x Factor 1.2900 = Total 2,506.15		
18	02	41	13	13	0046	SF	>3" To 6" By Hand, Break-up And Remove Welded Wire Reinforced Concrete Paving	\$5,387.04	
						Installation	Quantity 800.00 x Unit Price 5.22 x Factor 1.2900 = Total 5,387.04		
19	02	41	19	13	0015	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$5,038.80	
						Installation	Quantity 5.00 x Unit Price 781.21 x Factor 1.2900 = Total 5,038.80		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms

Proposal Name: UTA - Roy Station - Operators Relief Rooms  
Proposal Value: \$557,613.54

Sect. Item Modifier. UOM Description Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)							
02 - Site Work										
20	02 41 19 13 0358		EA	Cutouts Minimum Charge						\$2,077.42
			Installation	Quantity		Unit Price		Factor	=	Total
				8.00	x	201.30	x	1.2900		2,077.42
21	02 90 20 00 0007		EA	>24 - 48" DBH Tree Removal and Place on Right-of-Way						\$3,621.12
			Installation	Quantity		Unit Price		Factor	=	Total
				3.00	x	935.69	x	1.2900		3,621.12
Subtotal for 02 - Site Work										\$33,061.18
03 - Concrete										
22	03 00 00 00 0002		EA	Santiago Custom Precast Restroom Building						\$187,544.40
		NPP	Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	156,287.00	x	1.2000		187,544.40
23	03 35 13 00 0004		SF	Broom, Concrete Floor Finish						\$377.07
			Installation	Quantity		Unit Price		Factor	=	Total
				370.00	x	0.79	x	1.2900		377.07
24	03 35 13 00 0004 0050		MOD	For >250 To 500, Add						\$95.46
			Installation	Quantity		Unit Price		Factor	=	Total
				370.00	x	0.20	x	1.2900		95.46
Subtotal for 03 - Concrete										\$188,016.93
06 - Wood, Plastic, and Composites										
25	06 41 13 00 0010		EA	18" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet						\$1,549.74
			Installation	Quantity		Unit Price		Factor	=	Total
				3.00	x	400.45	x	1.2900		1,549.74
26	06 41 13 00 0066		EA	12" Wide, 30" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet						\$1,542.74
			Installation	Quantity		Unit Price		Factor	=	Total
				4.00	x	298.98	x	1.2900		1,542.74
Subtotal for 06 - Wood, Plastic, and Composites										\$3,092.48
11 - Equipment										
27	11 42 23 00 0002		EA	Stainless Steel Scullery Sink, Single 30" x 24" x 12" Compartment And Drainboard						\$3,107.34
			Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	2,408.79	x	1.2900		3,107.34
Subtotal for 11 - Equipment										\$3,107.34
12 - Furnishings										

**Contractor's Price Proposal - Detail Continues..****Work Order Number:** 137812.00**Work Order Title:** UTA - Roy Station - Operators Relief Rooms**Proposal Name:** UTA - Roy Station - Operators Relief Rooms**Proposal Value:** \$557,613.54

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
12 - Furnishings					
28	12 36 61 19 0003		SF	1-1/4" Thick, Quartz Agglomerate Countertop Without Backsplash	\$3,698.11
			Installation	Quantity 25.00 x Unit Price 114.67 x Factor 1.2900 = Total 3,698.11	
Subtotal for 12 - Furnishings \$3,698.11					
22 - Plumbing					
29	22 11 16 00 0902		LF	1" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$20,727.10
			Installation	Quantity 672.00 x Unit Price 23.91 x Factor 1.2900 = Total 20,727.10	
30	22 13 19 13 0005		EA	Bronze Top, 6" Round Top Floor Drain With 4" Outlet	\$2,985.01
			Installation	Quantity 3.00 x Unit Price 771.32 x Factor 1.2900 = Total 2,985.01	
Subtotal for 22 - Plumbing \$23,712.11					
26 - Electrical					
31	26 05 19 16 0366		MLF	#1 AWG, XLPE-USE, 600 Volt, Aluminum, Single Stranded Cable, Installed In Conduit	\$17,968.15
			Installation	Quantity 5.01 x Unit Price 2,780.20 x Factor 1.2900 = Total 17,968.15	
32	26 24 13 00 0122		EA	125 To 225 Amperes, 480/277 Volt, MC Branch Breaker	\$3,970.00
			Installation	Quantity 2.00 x Unit Price 1,538.76 x Factor 1.2900 = Total 3,970.00	
Subtotal for 26 - Electrical \$21,938.15					
31 - Earthwork					
33	31 11 00 00 0005		ACR	Clear And Grub Medium Stumps Only Up To 10" Diameter	\$6,773.46
			Installation	Quantity 1.95 x Unit Price 2,692.69 x Factor 1.2900 = Total 6,773.46	
34	31 11 00 00 0017		CY	Machine Loading Of Cleared And Grubbed Material	\$18,545.81
			Installation	Quantity 1,956.00 x Unit Price 7.35 x Factor 1.2900 = Total 18,545.81	
35	31 22 19 13 0003		SF	Trim And Shape Machine Excavated Area By Hand Finish Grade	\$2,329.74
			Installation	Quantity 3,225.00 x Unit Price 0.56 x Factor 1.2900 = Total 2,329.74	
36	31 23 16 13 0002		CY	12" Wide or Less, Excavation for Trenching by Machine in Soil	\$16,712.98
			Installation	Quantity 1,812.00 x Unit Price 7.15 x Factor 1.2900 = Total 16,712.98	

**Contractor's Price Proposal - Detail Continues..****Work Order Number:** 137812.00**Work Order Title:** UTA - Roy Station - Operators Relief Rooms**Proposal Name:** UTA - Roy Station - Operators Relief Rooms**Proposal Value:** \$557,613.54

Sect.		Item		Modifier.	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)					
31 - Earthwork								
37	31 23 16 13 0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine				\$3,677.97
	Installation	Quantity		Unit Price	Factor	=	Total	
		1,159.00	x	2.46	x	1.2900	3,677.97	
38	31 23 16 13 0014		CY	Compaction of Fill or Subbase for Trenches by Hand				\$13,525.65
	Installation	Quantity		Unit Price	Factor	=	Total	
		500.00	x	20.97	x	1.2900	13,525.65	
39	31 23 16 36 0006		CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Soil				\$9,324.26
	Installation	Quantity		Unit Price	Factor	=	Total	
		1,437.00	x	5.03	x	1.2900	9,324.26	
40	31 23 16 36 0018		CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader				\$6,914.94
	Installation	Quantity		Unit Price	Factor	=	Total	
		1,378.00	x	3.89	x	1.2900	6,914.94	
41	31 23 16 36 0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera				\$8,882.94
	Installation	Quantity		Unit Price	Factor	=	Total	
		1,100.00	x	6.26	x	1.2900	8,882.94	
42	31 25 14 26 0003		LF	2' High Silt Fence with Stakes at 4' On Center				\$2,182.68
	Installation	Quantity		Unit Price	Factor	=	Total	
		600.00	x	2.82	x	1.2900	2,182.68	
43	31 25 14 26 0017		LF	Removal Of Silt Fence And Stakes				\$340.56
	Installation	Quantity		Unit Price	Factor	=	Total	
		600.00	x	0.44	x	1.2900	340.56	
44	31 25 14 26 0033		EA	2' x 2' x 3' Inlet Protection Sediment Bag				\$3,630.58
	Installation	Quantity		Unit Price	Factor	=	Total	
		40.00	x	70.36	x	1.2900	3,630.58	
Subtotal for 31 - Earthwork							\$92,841.57	

**32 - Exterior Improvements**

45	32 01 17 63 0018		EA	Asphalt Placement For Small Repair Areas, Cold Mix Modified, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.	\$5,801.67
	Installation	Quantity	Unit Price	Factor	Total
		3.00	1,499.14	1.2900	5,801.67
46	32 15 40 00 0002		CY	Gravel Surfacing And Spreading	\$11,046.73
	Installation	Quantity	Unit Price	Factor	Total
		104.00	82.34	1.2900	11,046.73
47	32 16 13 13 0003		LF	6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Radius	\$3,947.99
	Installation	Quantity	Unit Price	Factor	Total
		149.00	20.54	1.2900	3,947.99

Contractor's Price Proposal - Detail Continues..

Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms

Proposal Name: UTA - Roy Station - Operators Relief Rooms  
Proposal Value: \$557,613.54

Sect. Item Modifier. UOM Description										Line Total
Labor	Equip.		Material		(Excluded if marked with an X)					
32 - Exterior Improvements										
48	32	16	13	13 0003	0080	MOD	For >20 To 50, Add			\$1,453.11
						Installation	Quantity	Unit Price	Factor	Total
							149.00	x 7.56	= 1.2900	1,453.11
49	32	16	23	00 0002		SF	4" Thick, 3,000 PSI, Cast In Place Concrete Sidewalk			\$9,148.68
						Installation	Quantity	Unit Price	Factor	Total
							1,200.00	x 5.91	= 1.2900	9,148.68
50	32	16	23	00 0002	0101	MOD	For 4,000 PSI Concrete, Add			\$263.16
						Installation	Quantity	Unit Price	Factor	Total
							1,200.00	x 0.17	= 1.2900	263.16
51	32	17	26	00 0002		SF	Surface Applied VPC Truncated Dome Detectable Warning SurfaceIncludes adhesive, fasteners and sealant at perimeter. Also raised strips or directional bars. All colors.			\$2,912.37
						Installation	Quantity	Unit Price	Factor	Total
							45.00	x 50.17	= 1.2900	2,912.37
Subtotal for 32 - Exterior Improvements										\$34,573.71
33 - Utilities										
52	33	05	07	13 0036		LF	For >12 To 18" Diameter Pipe, In Loose Rock, Underground Horizontal Directional Boring			\$27,649.22
						Installation	Quantity	Unit Price	Factor	Total
							150.00	x 142.89	= 1.2900	27,649.22
Subtotal for 33 - Utilities										\$27,649.22
Proposal Total										\$557,613.54

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 33.63%





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dale Barton Agency 1100 East 6600 South Suite 400 Salt Lake City UT 84121-7418	<b>CONTACT</b> NAME: Eleni Broadwater PHONE (A/C, No, Ext): 801-288-1600 FAX (A/C, No): 801-288-1944 E-MAIL ADDRESS: ebroadwater@dalebarton.com														
<b>INSURED</b> Calvin L Wadsworth Construction Co. LLC 392 E. 12300 S., Suite F Draper UT 84020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United Fire &amp; Casualty</td> <td>13021</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty	13021	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United Fire & Casualty	13021														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 466022747**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60543288	7/29/2024	7/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60543288	7/29/2024	7/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			60543288	7/29/2024	7/29/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10118758425	9/8/2024	9/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equip.			60543288	7/29/2024	7/29/2025	\$1,000 Deductible \$50,000 per item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Operator Relief Rooms Prefab Building Installation

Certificate holder is Additional Insured as required by written contract, per attached forms. Waiver of Subrogation applies per written contract, per attached forms. The required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given.

**CERTIFICATE HOLDER****CANCELLATION**

The Utah Transit Authority  
 669 West 200 South  
 Salt Lake City UT 84101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ULTRA LIABILITY PLUS ENDORSEMENT****COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

**j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE**

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under **Coverage H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:****1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## **SECTION II - WHO IS AN INSURED**

### **A. The following change is made:**

#### **Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

### **B. The following provisions are added:**

#### **4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

#### **5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

- 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**6. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
    - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - i. The exceptions contained in Sub-paragraphs d. or f.; or
      - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**8. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:



- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### 10. Additional Insured- Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under **Coverage C**;
  - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under **Coverage B**; and
  - d. Damages under **Coverage H**.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
- 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

- 8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability**.  
**Coverage G - Product Recall Expense**
- 9. Aggregate Limit \$50,000  
Each Product Recall Limit \$25,000
  - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

#### 10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- 13 Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**A.** The following conditions are amended:

**1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

**(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B.** The following are added:

- 10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

- (5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**SECTION V – DEFINITIONS**

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
  - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
  - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Dave Hancock, Chief Officer of Capital Services  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Design and Construction

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**TITLE:**

**Change Order: On-Call Systems Maintenance Contract Task Order #25-008 - University Line OCS Upgrades and Traction Power Maintenance (Rocky Mountain System Services)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute Task Order 25-008 and associated disbursements with Rocky Mountain Systems Services (RMSS) in the amount of \$2,598,659.30.

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**BACKGROUND:**

UTA executed contract 24-03814 with Rocky Mountain Systems Services for on-call systems maintenance. The term of this contract is for three (3) years with two (2) additional option years. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on June 12, 2024, and was fully executed on June 14, 2024. The original contract value is not-to-exceed \$40,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
  - Upgrades, repairs, analysis, and training of train control systems
  - Repair, maintenance, and training of overhead contact systems and traction power substations
- 

**DISCUSSION:**

Under Task Order 25-008, Rocky Mountain Systems Services will reconfigure the Overhead Catenary System

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(OCS) at the Rice Interlocking crossover, upgrade the auto-tensioner Tensorex C+ and perform maintenance on the OCS from 900 East to the Health Sciences Station, and rehabilitate the welded to bolted rail connections from Main Street to the Health Sciences Station.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Rocky Mountain Systems Services
<b>Contract Number:</b>	24-03814-25-008
<b>Base Contract Effective Dates:</b>	Contract: 6/14/2024 through 7/1/2027 Task Order: Effective after last signature through 11/30/25
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$5,398,743.55
<b>Amendment Amount:</b>	\$2,598,659.30
<b>New/Total Contract Value:</b>	\$7,997,402.85
<b>Procurement Method:</b>	RFP Best Value
<b>Budget Authority:</b>	Approved 2025 Capital Budget

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**ALTERNATIVES:**

Disapprove the task order and pay higher maintenance costs to maintain the existing system and risk a catenary failure at some point.

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**FISCAL IMPACT:**

The Overhead Catenary System project (SGR398) has a 2025 approved capital budget of \$5,000,000.

2025 Contract Total: \$2,598,659.30

The overall not-to-exceed value for this contract is \$40,000,000.

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**ATTACHMENTS:**

- Task Order: 25-008 - University Line OCS Upgrades and Traction Power Maintenance (Rocky Mountain System Services)



Task Order Request #25-008 - U-Line OCS Upgrades

Status	Open	Assignees	Greg Thurston
Created Date	Mar 12, 2025	Issued Date	Mar 12, 2025

TASK ORDER IDENTIFICATION

Contract No	24-03814		
Contractor Name ("Contractor")	ROCKY MOUNTAIN SYSTEMS SERVICES	Contract Start Date	06/14/24
Account Code(s)	20-7398.65000.5002 OCS Wire Survey: Traffic Signals and Crossing Projection (\$10,000) 20-7398.65000.5008 OCS Wire Survey: Hardware - Equipment (\$621,543.51) 20-7398.68000.8003 OCS Wire Survey: PM for Design and Construction (\$1,140,534.79) 20-7398.68000.8002 OCS Wire Survey: Engineering (\$21,853) 20-7398.65000.5004 OCS Wire Survey: Traction Power Distribution - Catenary (\$804,728)		

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[25-008 U-Line OCS Upgrades\\_RMSS Proposal 52720-008b.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	11/01/25	The Final Acceptance Date for this Task is	11/30/25
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$2,598,659.30
Provisional Sum Amount (if applicable). Note: Any unused amount of this provisional sum amount will be deducted from the contract upon closeout of the task order.	N/A	Independent Cost Estimate (ICE) link, if applicable	<a href="#">25-008 U-Line OCS Upgrades_ICE.xlsx</a>

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the	Yes	If federal assistance funds are anticipated, the UTA Civil Rights group has set a	2%
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## Task Order Request #25-008 - U-Line OCS Upgrades

Project: SGR398 OCS Wire Survey

application of the  
Federal Clauses  
appended as  
Exhibit D to the  
Contract?

Disadvantaged  
Business  
Enterprises (DBE)  
participation goal  
for this Task Order  
of

## UTAH TRANSIT AUTHORITY:

Required  
Signatures  
Explanation

Project Manager \$0 - 24,999  
Legal Review \$10k or greater  
Dir. of Capital Projects \$25k - 74,999  
Chief Service Dev. Ofcr. \$75k - 199,999  
Executive Director \$200,000+  
Procurement/Contracts (for all)

DocuSigned by:

Signature (Legal)

By:

Mike Bell

70E33A415BA44F6...

Name:

Mike Bell

Date:

3/17/2025

PM Approval

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signed by:

Signature (Project  
Manager)

By:

Greg Thurston

C97F990ECB99456...

Name:

Greg Thurston

Date:

3/14/2025

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signed by:

Signature (Director)

By:

Jared Scarbrough

91ABD751A0BD4BE...

Name:

Jared Scarbrough

Date:

3/17/2025

Signature  
(Procurement)

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

Name: \_\_\_\_\_

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

Signature (Chief  
Service  
Development  
Officer)

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

David Hancock, Chief Service Development Officer

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

Signature  
(Executive Director)

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

Jay Fox, Executive Director

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

## COMPANY:


COMPANY: ROCKY MOUNTAIN SYSTEMS SERVICES



- RMSS Required  
Signature  
Explanation

- Up to \$100K – Josh Lafleur (jlafleur@modrailsystems.com)
  - \$100K - \$500K – Anthony Ortolani (aortolani@modrailsystems.com)
  - \$500K – \$2.5M - Shon Tulik (stulik@modrailsystems.com)
  - >\$2.5M or Contract Time Extensions – Paul Reiger (prieiger@modrailsystems.com)

Signature  
(Contractor)

DocuSigned by:  
  
By: Paul Reiger  
6534325C100847B  
Name: Paul Reiger  
Date: 3/14/2025



March 13<sup>th</sup>, 2025

RMSS-52720-008b

Mr. Greg Thurston  
Project Manager for Traction Power Systems  
2264 South 900 West  
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Revised PTO022 University Line OCS and Traction Power Maintenance 2025

Greg,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for self-performing maintenance and upgrades to the University Line overhead catenary and traction power systems. Work under this task order is anticipated to take place in the summer of 2025. Also included in this proposal is a lump sum amount for upgrading welded track connections to bolted connections and replacing aging bonding cable.

- The lump sum price for the U-Line OCS Maintenance is **\$2,276,408.82**
- The lump sum price for Track Connection Rehabilitation is: **\$322,250.48**

The scope of work covered in this proposal is as follows:

#### **General Description**

In order to maximize the utilization of track access and shutdown activities UTA has coordinated the following elements with RMSS to be completed during scheduled system outages of the University Line in the summer of 2025:

- Rice Interlocking crossover OCS reconfiguration
- Overhead catenary system (OCS) maintenance from 900E to Health Sciences Station
- Auto-tensioner Tensorex C+ upgrades from 900E to Health Sciences Station
- Welded to bolted rail connection rehabilitation from Main Street to Health Sciences Station

Each element will be described in detail in the attached exhibits and sections below.

#### **1. Rice Interlocking OCS Reconfiguration**

The diamond crossover at Rice Interlocking is being replaced during the scheduled system outage in the summer of 2025. The geometry of the trackwork is being modified in order to provide some extra distance between the mainline curve to the south and the south end of the crossover special trackwork. This modification to the crossover geometry requires some minor OCS reconfiguration through the crossovers.

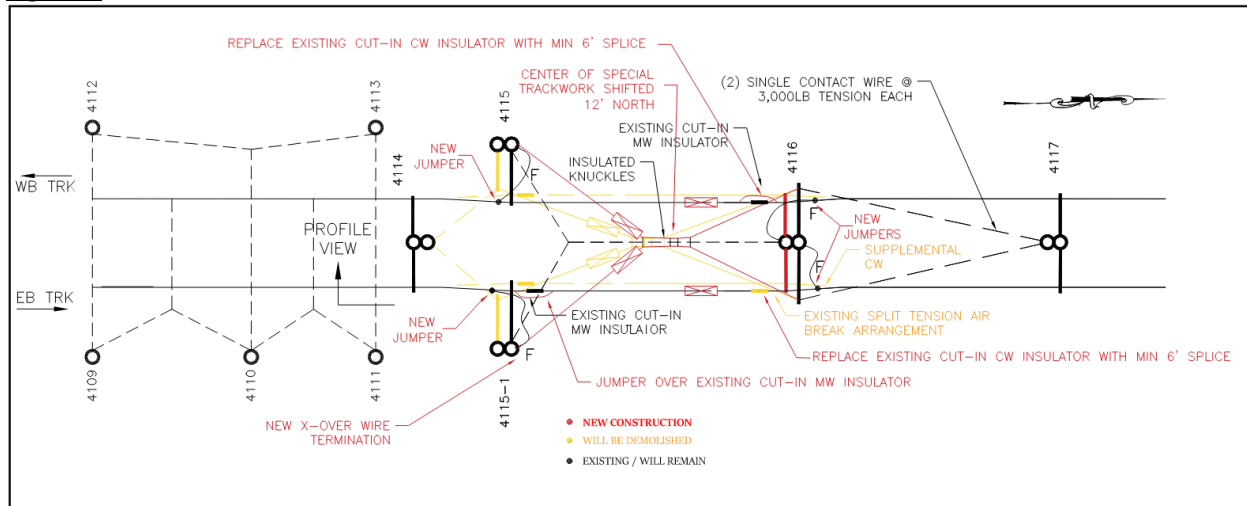


### **Rice Interlocking OCS Reconfiguration Installation**

The following installation activities outlined below and shown in Figure 1 are included in the scope of this proposal:

- The main-line air-break assemblies will be removed on both tracks. The existing messenger wire cut-in insulators on both tracks will be jumpered to maintain continuity. Existing cut-in insulators on the contact wires will be spliced to a section of new contact wire a minimum of 6-feet long.
- Repurpose arial head-guy hardware. Knuckles will be moved 12-feet north to align over new crossover centerline. The crossover knuckles will be reconfigured per drawing "OC147".
- Existing crossover WR#13 termination will be moved from structure 4114 to structure 4115-1.
- Existing crossover WR#14 termination will be moved from structure 4114 to structure 4115.
  - a. The pole deflection for structures 4115 and 4115-1 at the top of pole will be a maximum of 2 3/8" toward the track and 1 7/8" perpendicular to the track under the worst-case operating conditions.
- New section insulators on the EB and WB tracks are to be installed 46 feet south of structure 4116. The existing section insulators on the crossover wires will be relocated per the details given on sheet "OC212".
- The CA-07A and CA-07B cantilevers at structures 4115 and 4115-1 to be modified as shown on sheets "OC129" and "OC130". Staggers to be adjusted as shown on the OCS layout plan.
- Pre-assemble two (2) new CA-11A type cantilevers.
- The CA-07A and CA-07B cantilevers at structure 4116 to be replaced with CA-11A cantilevers. The surge arrester to be relocated as required to achieve the new messenger wire height.
- The CA-10 cantilevers at structures 4115 and 4115-1 that support the crossover wires to be removed.
- New hangers and in-span jumpers are to be installed to achieve the designed wire height.
  - a. The existing insulated cables of the feeders and the surge arresters will remain. 500 MCM Superflex bare copper jumper cable and clamps will be installed new.
- Contact wire bridge assemblies to be installed at crossover and mainline contact wire crossing points

Figure 1



## 2. Overhead Catenary System (OCS) Maintenance

Included in this scope of work is the maintenance of elements of the OCS system on the University Line between 900E and the Medical Center.

### Installation

The OCS maintenance scope includes:

- Insulated Saddle and Hanger Replacement
  - Replacement of aging insulated messenger wire saddles on tangent wire sections between OCS poles 4069 to 5079 as shown on "Appendix D – University Line OCS Upgrades and Maintenance Exhibit"
- Replacement of worn contact wire sections including the hangers at the following locations:
  - Between OCS poles 4069 to 4094 (~2,100') on the eastbound track
  - At OCS pole 5053 adjacent to'. Douglas Station (~20') on the eastbound track
  - Between OCS Poles 5057 to 5059 (~100') on the eastbound track
  - Between OCS Poles 5077 to 5078 (~100') on the westbound track
- Replacement of pole mounted surge arrestors at the following locations:
  - Four (4) surge arrestors at feeder Pole 4070
  - Two (2) surge arrestors at feeder Pole 4115 / 4115-1
  - Two (2) surge arrestors at feeder Pole 4116
  - Four (4) surge arrestors at feeder Pole 5078
- Replacement of mid-point anchor assemblies at the following locations:
  - At OCS pole 4093
  - At OCS pole 4095
  - At OCS pole 5017
  - At OCS pole 5019
  - At OCS pole 5051
  - At OCS Pole 5054

### 3. Tensorex C+ OCS Spring Tensioner Upgrades

Included in this scope of work is the upgrade of existing balance weight assemblies from their current configuration to the Tensorex auto-tensioning devices.

#### Installation

The scope of the Tensorex C+ spring tensioner upgrade work is as follows:

- Prior to setting new spring tensioners at their final condition, the midpoint anchor assembly tension and the cantilever along track movement to be verified to original design condition at the following structures:
  - 4094 EB & WB
  - 4051 EB & WB
  - 4052 EB & WB
  - 5018 EB & WB
  - 5052 EB & WB
  - 5053 EB & WB
- Existing **reduced** tension SCAT balance weight termination assemblies will be replaced with Tensorex C+ spring tensioners at the following structures,
  - 4127
  - 4128
  - 5036
  - 5037
- Reduced Tension Installation Details:
  - Termination height will remain the same
  - Existing messenger and contact wire termination clamps to remain on the conductors and reused in new termination arrangements.
  - Termination insulators are to be located at 4'-0" minimum horizontal offset from super-elevated track centerline.
  - Hangers are to be located and adjusted or new hangers to be installed to cause the out of running contact wire to be above the in-running contact wire level over the entire span.
  - Equalizing jumpers to be replaced as necessary to enable full along track movement without binding or lifting and to be adjusted to avoid fouling the pantograph under any operating conditions.
- Existing **nominal** tension SCAT balance weight termination assemblies will be replaced with Tensorex C+ spring tensioners at the following structures,
  - 4068
  - 4069
  - 4071
  - 4072
  - 4107
  - 4108
  - 4124
  - 4125
  - 5039

- 5040
- 5079
- 5080
- Nominal Tension Installation Details:
  - Messenger wire termination height to be increased by 12" from existing termination height.
  - Contact wire termination height to be decreased by 11" from existing termination height.
  - Existing messenger and contact wire termination clamps to remain on the conductors and reused in new termination arrangements.
  - Termination insulators are to be located at 4'-0" minimum horizontal offset from super-elevated track centerline.
  - Hangers are to be located and adjusted or new hangers to be installed to cause the out of running contact wire to be above the in-running contact wire level over the entire span.
  - Equalizing jumpers to be replaced as necessary to enable full along track movement without binding or lifting and to be adjusted to avoid fouling the pantograph under any operating conditions.
- A detailed workplan includes the means and methods of removing balance weight stack, rigging systems during termination replacement, and final setting of spring tensioners to be submitted for RMSS/UTA approval.

#### 4. Welded to Bolted Rail Connection Upgrades from Main Street to Health Sciences Station

RMSS will perform the following rehabilitation to embedded track connection locations as follows:

##### Cactus St. & 400 S - 3+00 (Location 1)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~60'	By others
Box #3	2x500 Kcmil	3	2	~80'	By others

\*Cembre quantities include one spare per track box.

##### 200 E & 400 S - 19+41 (Location 2)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	3x500 Kcmil	4	3	~120'	By others

Box #2	3x500 Kcmil	4	3		By others
				N/A	
Box #3	3x500 Kcmil	4	3		By others
				~100'	
Pull Box	N/A	N/A	N/A		N/A
				~100'	
Box #6	3x500 Kcmil	4	3		By others
				N/A	
Box #5	3x500 Kcmil	4	3		By others
				~120'	
Box #4	3x500 Kcmil	4	3		By others

\*Cembre quantities include one spare per track box.

#### 400 E & 400 S - 36+50 (Location 3)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
				~80'	
Box #2	4x500 Kcmil	5	4		By others
				~60'	
Box #3	4x500 Kcmil	5	4		By others
				~80'	
Box #4	2x500 Kcmil	3	2		By others

\*Cembre quantities include one spare per track box.

#### Trolley Square - 53+50 (Location 4)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
				~80'	
Box #2	4x500 Kcmil	5	4		By others
				~60'	
Box #3	4x500 Kcmil	5	4		By others
				~80'	
Box #4	2x500 Kcmil	3	2		By others

\*Cembre quantities include one spare per track box.

#### 200 W – Sta. 730+00 (Location 5)



RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
Box #3	4x500 Kcmil	5	4	~60'	By others
Box #4	2x500 Kcmil	3	2	~80'	By others

\*Cembre quantities include one spare per track box.

#### 700 S – Sta 745+20 (Location 6)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
Box #3	4x500 Kcmil	5	4	~60'	By others
Box #4	2x500 Kcmil	3	2	~80'	By others

\*Cembre quantities include one spare per track box.

#### 700 S – Sta 748+45 (Location 7)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
Box #3	4x500 Kcmil	5	4	~60'	By others
Box #4	2x500 Kcmil	3	2	~80'	By others

\*Cembre quantities include one spare per track box.

#### 500 S – Sta. 765+50 (Location 8)





RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
Box #3	4x500 Kcmil	5	4	~60'	By others
Box #4	2x500 Kcmil	3	2	~80'	By others

\*Cembre quantities include one spare per track box.

#### Main St. & 300 S – 782+55 (Location 9)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	3x500 Kcmil	4	3		By others
Box #3	3x500 Kcmil	4	3	~120'	By others
Box #2	3x500 Kcmil	4	3	N/A	By others
Pull Box	N/A	N/A	N/A	N/A	N/A
Box #5	3x500 Kcmil	4	3	N/A	By others
Box #6	3x500 Kcmil	4	3	N/A	By others
Box #4	3x500 Kcmil	4	3	~120'	By others

\*Cembre quantities include one spare per track box.

#### Temple Square – Sta. 819+11 (Location 10)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
Box #3	4x500 Kcmil	5	4	~60'	By others

				~80'	
Box #4	2x500 Kcmil	3	2		By others

\*Cembre quantities include one spare per track box.

#### Delta Center – Sta. 835+22 (Location 11)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
Box #3	4x500 Kcmil	5	4	~60'	By others
Box #4	2x500 Kcmil	3	2	~80'	By others

\*Cembre quantities include one spare per track box.

#### Delta Center – Sta.837+80 (Location 12)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	3x500 Kcmil	4	3		By others
Box #4	3x500 Kcmil	4	3	~120'	By others
Box #2	3x500 Kcmil	4	3	N/A	By others
Pull Box	N/A	N/A	N/A	N/A	N/A
Box #3	3x500 Kcmil	4	3	N/A	By others

\*Cembre quantities include one spare per track box.

#### Main Temple - Sta.793+01 (Location 13)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
				~60'	



Box #3	4x500 Kcmil	5	4		By others
				~80'	
Box #4	2x500 Kcmil	3	2		By others

\*Cembre quantities include one spare per track box.

#### Main Temple & 100 S Sta.796+85 (Location 14)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	2x500 Kcmil	3	2		By others
				~80'	
Box #2	4x500 Kcmil	5	4		By others
				~60'	
Box #3	4x500 Kcmil	5	4		By others
				80'	
Box #4	2x500 Kcmil	3	2		By others

\*Cembre quantities include one spare per track box.

#### Location 15 – 9<sup>th</sup> South TPS (Location 15)

RMSS will provide the following items for future installation:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #1	3x500 Kcmil	4	3		By others
				~120'	
Box #5	3x500 Kcmil	4	3		By others
				N/A	
Box #2	3x500 Kcmil	4	3		By others
				N/A	
Pull Box	N/A	N/A	N/A		N/A
				N/A	
Box #4	3x500 Kcmil	4	3		By others
				N/A	
Box #6	3x500 Kcmil	4	3		By others
				~120'	
Box #3	3x500 Kcmil	4	3		By others

\*Cembre quantities include one spare per track box.

#### 500 S & 1200 E (Location 16)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable	Track Box
--	----------------------	--------	------	-------	-----------

Box #1	2x500 Kcmil	3	2		By others
Box #2	4x500 Kcmil	5	4	~80'	By others
Box #3	4x500 Kcmil	5	4	~60'	By others
Box #4	2x500 Kcmil	3	2	~80'	By others

\*Cembre quantities include one spare per track box.

### 500 S & 1300 E – 101+80 (Location 17)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable to IB	Track Box
Box #1	2x500 Kcmil	3	2	~230'	By others
Box #2	2x500 Kcmil	3	2	~180'	By others
Box #5	2x500 Kcmil	3	2	~130'	By others
Box #6	2x500 Kcmil	3	2	~90'	By others
IB	4x500 Kcmil	N/A	4	N/A	N/A

	Existing Connections	Cembre	Lugs	Cable to IB	Track Box
Box #8	2x500 Kcmil	3	2	~230'	By others
Box #7	2x500 Kcmil	3	2	~180'	By others
Box #4	2x500 Kcmil	3	2	~130'	By others
Box #3	2x500 Kcmil	3	2	~90'	By others
IB	4x500 Kcmil	N/A	4	N/A	N/A

\*Cembre quantities include one spare per track box.

### TPS E4 – Sta. 173+00 (Location 20)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable to IB	Track Box
Box #1	2x500 Kcmil	3	2	~180'	By others

Box #2	2x500 Kcmil	3	2	~100'	By others
IB	4x500 Kcmil	N/A	4	N/A	N/A
	Existing Connections	Cembre	Lugs	Cable to IB	Track Box
Box #3	2x500 Kcmil	3	2	~100'	By others
Box #4	2x500 Kcmil	3	2	~180'	By others
IB	4x500 Kcmil	N/A	4	N/A	N/A

\*Cembre quantities include one spare per track box.

#### TPS E5 – Sta. 196+00 Double XO (Location 21)

RMSS will remove and install the following items:

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #11	6x500 Kcmil	7	6	~120'	By others
Box #12	3x500 Kcmil	4	3		By others

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #10	6x500 Kcmil	7	6	~120'	By others
Box #9	3x500 Kcmil	4	3		By others

	Existing Connections	Cembre	Lugs	Cable	Track Box
Box #7	2x500 Kcmil	3	2	N/A	By others
Box #8	2x500 Kcmil	3	2		By others

	Existing Connections	Cembre	Lugs	Cable to IB	Track Box
Box #1	2x500 Kcmil	3	2	~80'	By others
Box #2	2x500 Kcmil	3	2	~100'	By others
Box #3	2x500 Kcmil	3	2	~120'	By others
IB	6x500 Kcmil	N/A	6	N/A	N/A



	Existing Connections	Cembre	Lugs	Cable to IB	Track Box
Box #6	2x500 Kcmil	3	2	~ 80'	By others
Box #4	2x500 Kcmil	3	2	~100'	By others
Box #5	2x500 Kcmil	3	2	~120'	By others
IB	6x500 Kcmil	N/A	6	N/A	N/A

\*Cembre quantities include one spare per track box.

### **Deliverables:**

The following deliverables are included in the scope of work:

Deliverable	Due
Step-by-step work plans and Job Hazard Analysis (JHA)	5/9/2025
Safety & Testing Equipment Calibration Certification	5/9/2025
Hour-by-hour Installation Schedule	5/9/2025
Pre-Construction Kick-off Meeting	5/12/2025
Acceptance Measurements	8/31/2025
Test Reports	8/31/2025
Rice Interlocking Reconfiguration – Structural Erection Drawings	8/31/2025
As-in-service OCS plan set	8/31/2025

### **Execution Timeline**

An anticipated timeline for the execution of this scope of work is attached to this RFQ as “Appendix C – Execution Timeline”.

- Prefabrication efforts may occur prior to scheduled system shutdown if material is available.
- Rice Interlocking OCS Reconfiguration efforts must occur after completion of track work.

### **Assumptions**

- The scope and pricing of this proposal is based on UTA OCS Specifications for the Mid-Jordan Line dated 12/05/2008

### **Attachments**

- Appendix A – Materials
- Appendix B – Execution Timeline
- Appendix C – University Line OCS Upgrades and Maintenance Exhibit



This proposal is valid for 60 days, unless extended in writing by RMSS.  
If you need any additional information, please don't hesitate to contact us.

Sincerely,

Ozgun Yilmaz  
Project Engineer  
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS  
Anthony Ortolani – RMSS  
Josh LaFleur - RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits.



## Appendix A:

### Rice Interlocking Reconfiguration Permanent Materials

Item No	Manuf. Part No	Description	Unit	Qty	Estimated Delivery Date
63	SHS34T	SPLICE, HIGH SPEED, 350 MCM CW	EA	5	3/13/2025
72	055375-3001	CLAMP, CLEVIS 2" PIPE	EA	5	4/24/2025
80	700340-2	CAP, 2" PIPE	EA	3	2/27/2025
93	056463-3002	EYE, 2" SCH 40 PIPE	EA	3	2/27/2025
201	057183-3003	SADDLE, INS. 2" PIPE (MESSENGER)	EA	3	4/24/2025
459	X	PIPE, 2" SCH 40 AST A53 GRADED B	FT	48	5/22/2025
91	0675026-8060	STEADY ARM, UNINSULATED, LT. DUTY	EA	3	5/8/2025
106	056909-3002	TRANS*LITE TRUT 2" SCH 40	EA	5	5/8/2025
205	674999	CLAMP, INSULATED SWIVEL	EA	3	4/24/2025
194	018988-3001	CLAMP, UNIVERSAL FEEDER (2 BOLT)	EA	62	4/24/2025
231	013853-3007	CLAMP, DUPLEX .81"-1.19"	EA	60	4/24/2025
22	X	500 KCMIL SUPERFLEX CU BARE CABLE	FT	207	2/27/2025
48	070776-2000	EYE, BALL ANSI 52-5 30K	EA	3	2/27/2025
73	055629-6150	TRANS*LITE, E/E, 5/8", 15.00 LG	EA	5	4/24/2024
117	057174-3001	CLAMP, STRAIGHTLINE MESS	EA	5	4/24/2025
220	014001-3007	CLAMP, DEADEND 350 KCMIL	EA	3	4/24/2025
294	087603-2000	CLEVIS, SOCKET ANSI 52-3	EA	3	4/24/2025
111	056997-3002	GRIP, SPIRAL GUY, 1/2" EHS GALVANIZED	EA	10	3/13/2025
168	070709-2000	SHACKLE, ANCHOR 3/4"	EA	3	4/24/2025
186	095683-3013	TURNBUCKLE, .75" X 12" J/E	EA	3	3/27/2025
503a	428-4-VM	SLEEVE, 1/8" COMPRESSION	EA	48	2/27/2025
656	6925960010	CAP, CRIMP	EA	48	4/24/2024
521	KMA-238-4	CATENARY HANGER CLAMP - MAC	EA	48	2/27/2025
502	301721	INSULATED THIMBLE	EA	48	3/13/2025
277	X	WIRE ROPE, 0.13" 7X19 SS	FT	120	2/27/2025
249	057603-3001	CONNECTOR, SPLIT-BOLT	EA	39	2/27/2025
250	055412-4001	ARMOR, 5/8" ROD	EA	5	2/27/2025





Item No	Manuf. Part No	Description	Unit	Qty	Estimated Delivery Date
394	057431-4001	ROPE, SYNTHETIC 0.305 DIA.	FT	58	5/22/2025
428	056626-4002	THIMBLE, 0.31" OPEN	EA	10	5/22/2025
637	TBC-LP-A02	TURNBUCKLE, LOOP TYPE, BRZ BODY. SS HDW	EA	10	5/22/2025
792	700300-27X	SECTION INSULATOR - TYPE KF	EA	3	4/24/2025
795	700360-1X	SUPPORT, TYPE KF SEC. INS	EA	5	4/24/2025
797	060470-6200	JUMPER, TYPE KF, SECTION INS.	EA	5	4/24/2025
799	700391-X	RUNNER, TYPE KF SEC INS	EA	5	4/24/2025
802	055629-6540	TRANS*LITE E/E, 0.63" 54.00 LG	EA	3	4/24/2025
488	056048-3003	CLAMP, CONTACT BRIDGE	EA	5	2/27/2025
489	X	PIPE 0.5: IPS SCH 40 (BRASS)	FT	15	4/24/2024
104	056626-4004	THIMBLE, 1/2" OPEN	EA	10	2/27/2025
N/A	X	BA-10 Termination Brackets	EA	4	5/22/2025
N/A	X	1/2" Galvanized EHS Steel Guy Strand	Ft	72	5/22/2025
N/A	X	3/8" Galvanized EHS Steel Guy Strand	Ft	250	5/22/2025
N/A	X	350 KCMIL CONTACT WIRE	Ft	100	2/27/2025



## OCS Maintenance Permanent Materials

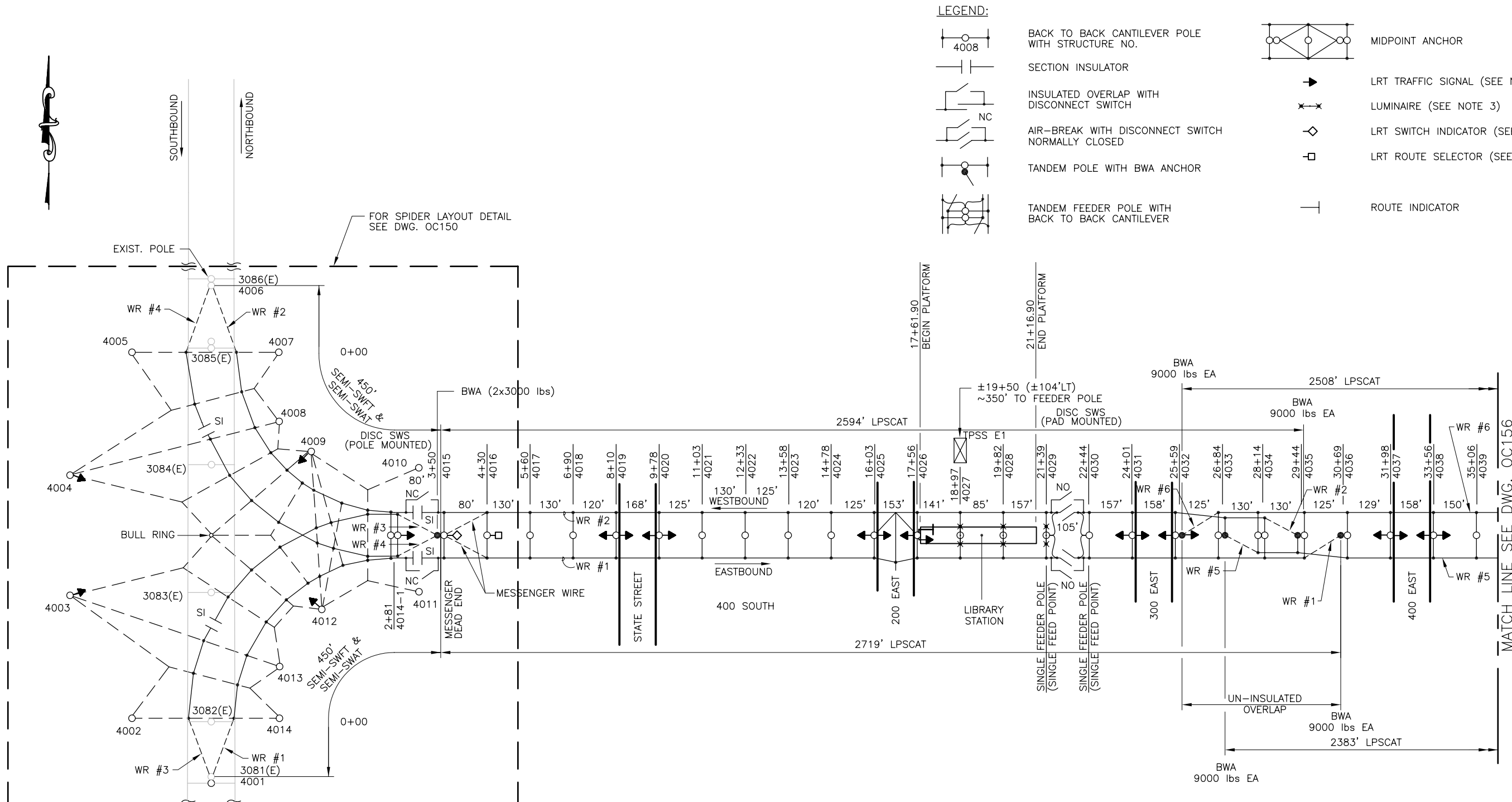
Item No	Manuf. Part No	Description	Unit	Qty	Estimated Delivery Date
225/III	SHS34T	SPLICE, HIGH SPEED, 350 MCM CW	Ea	12	2/15/2025
#201	057183-3003	SADDLE, INS. 2" PIPE (MESSENGER)	Ea	302	2/15/2025
#85	056088-4004	SLEEVE, 3/8" COMPRESSION	Ea	77	In Stock
#103	056626-4003	THIMBLE, 3/8" OPEN	Ea	82	In Stock
N/A	X	WIRE ROPE, .38" STAINLESS STEEL	Ft	500	In Stock
#191	059006-3002	SADDLE, DOUBLE INS. 2" PIPE	Ea	60	2/15/2025
#205	674999	CLAMP, INSULATED SWIVEL	Ea	182	2/15/2025
N/A	X	WIRE ROPE, .25" STAINLESS STEEL	Ft	505	In Stock
#84	056088-4002	SLEEVE, 1/4" COMPRESSION	Ea	257	2/15/2025
#73	055629-6150	TRANS*LITE, E/E, 5/8", 15.00 LG	Ea	29	2/15/2025
#220	014001-3007	CLAMP, DEADEND 350 KCMIL	Ea	3	2/15/2025
#111	056997-3002	GRIP, SPIRAL GUY, 1/2" GALV	Ea	44	2/15/2025
#168	070709-2000	SHACKLE, ANCHOR 3/4"	Ea	15	2/15/2025
#186	095683-3013	TURNBUCKLE, .75" X 12" J/E	Ea	15	2/15/2025
#706	OTC34T	HANGER CONTACT WIRE CLAMP	Ea	129	2/15/2025
#707	301721	INSULATED THIMBLE	Ea	129	2/15/2025
#104	056626-4004	THIMBLE, 1/2" OPEN	Ea	82	2/15/2025
N/A	X	1/2" Galvanized EHS Steel Guy Strand	Ft	2400	In Stock
#614	6925960030	CAP, CRIMP 0.25" Dia	Ea	257	2/15/2025
#616	0135/06/K55	0.25" OPEN THIMBLE	Ea	129	2/15/2025
#705	MHC81-19	MESSENGER HANGER CLAMP	Ea	129	2/15/2025
#145	058867-3001	STRANDVISE, 0.5" Galvanized	Ea	29	2/15/2025
#296	056574-3007	CLIP, 0.88 GUY OUTLINE U-Bolt	Ea	56	2/15/2025
#224	015332-2000	CLAMP, STRAIN 500 KCMIL OFFSET, HDG	Ea	15	2/15/2025
#199/I	135/15/T79/II	STRAIN CLAMP, CW	Ea	20	1/15/2025
171/I	135/14/LA1	LIGHTNING ARRESTOR 750 VDC, 970 MCOV	Ea	15	2/15/2025
N/A	X	350 KCMIL CONTACT WIRE	Ft	2500	In Stock
#345	057183-3004	MESSENGER SADDLE, SINGLE, STITCH BRIDLE, HDG	Ea	12	2/15/2025

## Tensorex C+ OCS Spring Tensioner Permanent Materials

Item No	Manuf. Part No	Description	Unit	Qty	Estimated Delivery Date
194	018988-3001	CLAMP, UNIVERSAL FEEDER (2 BOLT)	Ea	77	4/24/2024
231	013853-3007	CLAMP, DUPLEX .81"-1.19"	Ea	58	4/24/2025
22	N/A	500 KCMIL SUPERFLEX CU BARE CABLE	Ft	231	2/27/2025
48	070776-2000	EYE, BALL ANSI 52-5 30K	Ea	44	2/27/2025
73	055629-6150	TRANS*LITE, E/E, 5/8", 15.00 LG	Ea	68	4/24/2025
294	087603-2000	CLEVIS, SOCKET ANSI 52-3	Ea	44	2/27/2025
75	055709-6150	TRANS*LITE, C/E, 5/8", 15.00 LG	Ea	10	4/24/2025
105	056626-4005	THIMBLE, 5/8" OPEN	Ea	77	2/27/2025
302	057464-4002	WIRE ROPE, 7 STRAND 1/2" EHS GALVANIZED	Ft	768	5/22/2025
111a	056997-3002	GRIP, SPIRAL GUY, 1/2" EHS GALVANIZED	Ea	77	3/13/2025
186	095683-3013	TURNBUCKLE, .75" X 12" J/E	Ea	39	3/27/2025
463	057196-4001	PLATE, YOKE (3K X 6K)	Ea	5	3/13/2025
503a	428-4-VM	SLEEVE, 1/8" COMPRESSION	Ea	144	2/27/2025
656	6925960010	CAP, CRIMP	Ea	144	4/24/2024
521	KMA-238-4	CATENARY HANGER CLAMP - MAC	Ea	144	2/27/2025
502	301721	INSULATED THIMBLE	Ea	144	3/13/2025
277	N/A	WIRE ROPE, 0.13" 7X19 SS	Ft	360	2/27/2025
88	043054-03	Bracket for 2xTRC+ Round Internal BWA Pole	Ea	14	5/8/2025
89	043054-04	Bracket for TRC+ Round Internal B	Ea	6	5/8/2025
90	N/A	Backing Plate	Ea	20	3/13/2025
78	N/A	3/4" All Thread Rod W/ Washers and Double Nuts	Set	20	3/13/2025
84	701142-TB12420	TENSOREX C+ 33.4 IN, 3000LBS	Ea	5	5/8/2025
85	701141-TB12420	TENSOREX C+ 33.4 IN, 6000LBS	Ea	9	5/8/2025
86	701360-TB12420	TENSOREX C+ 40.9 IN, 3000LBS	Ea	9	5/8/2025
87	701423-TB12420	TENSOREX C+ 40.9 IN, 6000LBS	Ea	9	5/8/2025
N/A	X	1/8" 7x19 Stainless Steel Wire Rope	Ft	480	2/27/2025
463	057196-4001	PLATE, YOKE (3K x 6K)	EA	5	3/13/2025

UNIVERSITY LINE OCS UPGRADES AND MAINTENANCE EXECUTION TIMELINE					PROJECT TEAM		OCS CREW 1		OCS CREW 2		CIVIL		T&C																																	JULY		IN SERVICE																								
No.	Activity Description	Work Crew	Start	Finish	MAY																															JUNE																																				
PROJECT MANAGEMENT					NTP																SHUTDOWN A START																																																			
1	NTP	UTA																																																																						
2	DEVELOP WORK PLAN SUBMITTALS	Project Team	NTP	5/10/2025																																																																				
3	SAFETY & TESTING EQUIPMENT CALIBRATION CERTIFICATION SUBMITTALS	Project Team	NTP	5/10/2025																																																																				
4	HOUR-BY-HOUR SCHEDULE	Project Team	NTP	5/10/2025																																																																				
5	COMPILE ACCEPTANCE MEASUREMENTS & SUBMIT	Project Team	NTP	5/10/2025																																																																				
6	COMPILE TEST REPORTS & SUBMIT	Project Team	NTP	5/10/2025																																																																				
PROCUREMENT																																																																								
7	PROCURE RICE OCS COMPONENTS	Project Team	1/2/2024	5/25/2025																																																																				
8	PROCURE U-LINE MAINTENANCE MATERIALS (DELIVERED PRIOR TO MAY)	Project Team	10/3/2024	5/2/2025																																																																				
9	PROCURE AUTO-TENSIONER UPGRADE MATERIALS	Project Team	1/2/2024	5/10/2025																																																																				
CIVIL WORK																																																																								
10	RICE INTERLOCKING SPECIAL TRACKWORK REPLACEMENT	StacyWitbeck	5/1/2025	6/22/2025																																																																				
11	S-CURVE RESTRAINING RAIL INSTALLATION	StacyWitbeck	7/6/2025	7/31/2025																																																																				
PREFABRICATION																																																																								
12	PREFAB NEW CANTILIVERS, TERMINATION ASSEMBLIES, AND HANGERS	Crew 1	5/1/2025	6/22/2025																																																																				
U LINE MAINTENANCE																																																																								
13	SURGE ARRESTER REPLACEMENT	Crew 2	6/19/2025	6/20/2025																																																																				
14	MID-POINT ANCHOR ASSEMBLY REPLACEMENT - OCS POLE 4093	Crew 1	5/17/2025	5/21/2025																																																																				
15	MID-POINT ANCHOR ASSEMBLY REPLACEMENT - OCS POLE 4095	Crew 1	5/22/2025	5/26/2025																																																																				
16	MID-POINT ANCHOR ASSEMBLY REPLACEMENT - OCS POLE 5051	Crew 2	5/17/2025	5/21/2025																																																																				
17	MID-POINT ANCHOR ASSEMBLY REPLACEMENT - OCS POLE 5054	Crew 2	5/22/2025	5/26/2025																																																																				
18	MID-POINT ANCHOR ASSEMBLY REPLACEMENT - OCS POLE 5017	Crew 1	5/27/2025	5/31/2025																																																																				
19	MID-POINT ANCHOR ASSEMBLY REPLACEMENT - OCS POLE 5019	Crew 2	5/27/2025	5/31/2025																																																																				
20	CONTACT WIRE REPLACEMENT ON S-CURVE (~2,100')	Crew 1	5/17/2025	5/23/2025																																																																				
21		Crew 2																																																																						
22	CONTACT WIRE REPLACEMENT ALL OTHER LOCATIONS	Crew 1	5/18/2025	5/24/2025																																																																				
23		Crew 2																																																																						
24	INSULATED HANGER, MESSENGER WIRE SADDLE. AND CONTACT WIRE CLAMP REPLACEMENT	Crew 1	6/2/2025	7/16/2025																																																																				
25		Crew 2	6/2/2025	6/8/2025																																																																				
RICE INTERLOCKING OCS RECONFIGURATION																																																																								
26	RICE INTERLOCKING OCS RECONFIGURATION	Crew 1	5/23/2025	5/29/2025																																																																				
27		Crew 2																																																																						
TENSOREX C+ INSTALL																																																																								
28	TENSOREX C+ INSTALL AT 4068 (SPT-01B)	Crew 2	6/10/2025	6/13/2025																																																																				
29	TENSOREX C+ INSTALL AT 4069 (SPT-01B)	Crew 2	6/14/2025	6/18/2025																																																																				
30	TENSOREX C+ INSTALL AT 4107 (SPT-01A)	Crew 2	7/6/2025	7/10/2025																																																																				
31	TENSOREX C+ INSTALL AT 4108 (SPT-01A)	Crew 2	7/11/2025	7/16/2025																																																																				
32	TENSOREX C+ INSTALL AT 4071 (SPT-01B)	Crew 2	7/17/2025	7/21/2025																																																																				
33	TENSOREX C+ INSTALL AT 4072 (SPT-01B)	Crew 1	7/17/2025	7/21/2025																																																																				
34	TENSOREX C+ INSTALL AT 4127 (SPT-02) (REDUCED)	Crew 2	7/22/2025	7/25/2025																																																																				
35	TENSOREX C+ INSTALL AT 4128 (SPT-02) (REDUCED)	Crew 1	7/22/2025	7/25/2025																																																																				
36	TENSOREX C+ INSTALL AT 4124 (SPT-01A)	Crew 2	7/26/2025	7/30/2025																																																																				
37	TENSOREX C+ INSTALL AT 4125 (SPT-01A)	Crew 1	7/26/2025	7/30/2025																																																																				
38	TENSOREX C+ INSTALL AT 5039 (SPT-01B)	Crew 2	7/31/2025	8/4/2025																																																																				
39	TENSOREX C+ INSTALL AT 5040 (SPT-01B)	Crew 1	7/31/2025	8/4/2025																																																																				
40	TENSOREX C+ INSTALL AT 5036 (SPT-02) (REDUCED)	Crew 2	8/5/2025	8/9/2025																																																																				
41	TENSOREX C+ INSTALL AT 5037 (SPT-02) (REDUCED)	Crew 1	8/5/2025	8/9/2025																																																																				
42	TENSOREX C+ INSTALL AT 5080 (SPT-01B)	Crew 2	8/10/2025	8/13/2025																																																																				
43	TENSOREX C+ INSTALL AT 5079 (SPT-01B)	Crew 1	8/10/2025	8/13/2025																																																																				

[illegible]



**LEGEND:**

BACK TO BACK CANTILEVER POLE WITH STRUCTURE NO.

SECTION INSULATOR

INSULATED OVERLAP WITH DISCONNECT SWITCH

AIR-BREAK WITH DISCONNECT SWITCH NORMALLY CLOSED

TANDEM POLE WITH BWA ANCHOR

TANDEM FEEDER POLE WITH BACK TO BACK CANTILEVER

MIDPOINT ANCHOR

LRT TRAFFIC SIGNAL (SEE NOTE 3)

LUMINAIRE (SEE NOTE 3)

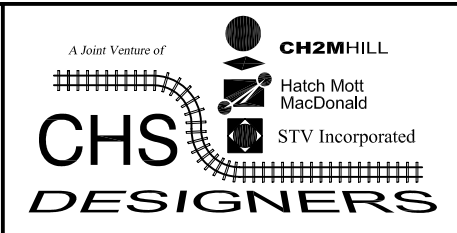
LRT SWITCH INDICATOR (SEE NOTE 3)

LRT ROUTE SELECTOR (SEE NOTE 3)

ROUTE INDICATOR

- NOTES:**
1. FOR ABBREVIATIONS AND GENERAL NOTES SEE DWG OC101.
  2. FOR SYMBOLS AND STRUCTURAL NOTES SEE DWG OC102.
  3. LRT TRAFFIC SIGNAL, LRT SWITCH INDICATOR, LRT ROUTE SELECTOR, STAY OFF TRACK SIGN AND LUMINAIRES SHOWN ON THE DWG. PACKAGE ARE ONLY THOSE ATTACHED TO THE OCS POLES. FOR CONDUIT SIZE AND LOCATION SEE LRT SIGNAL DWGS. AND STATION PLATFORM DWGS.

6	2/15/02	AS-BUILT
REVISION BLOCK		
5	8/24/01	DELETED STAY OFF-TRACK SIGN
4	5/4/01	DELETED STRUCTURES 4025-1, 4026-1
3	3/30/01	INCORPORATED LATEST COMMENTS
2	3/2/01	ADDED LUMINAIRE ON OCS POLES
1	12/7/00	ISSUED FOR CONSTRUCTION
REV	DATE	Description



Designed By:	G. TERRADO
Drawn By:	N. PURIFICACION
Checked By:	G. EYZAGUIRRE
Approved By:	J. ADELA

# OVERHEAD CONTACT SYSTEM

## MASTER SCHEMATIC LAYOUT

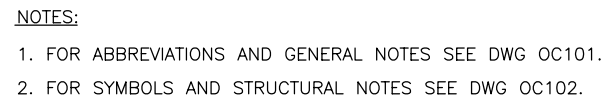
### SHEET 1 OF 3

Scale:	NTS
CADD Filename:	OC155AB.DWG
Submittal Date	12/07/00
UTA Contract No.:	UT99-05VT-DB WE
Drawing No.:	OC155
Sheet No.:	56

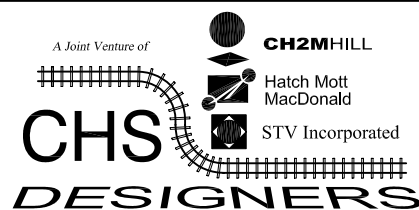


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		REVISION BLOCK	
△			
△	2/15/02	AS-BUILT	
△	8/24/01	DELETED STAY-OFF TRACK SIGN/ADDITION OF PUSH-OFF ASSEMBLY AT 600 E & 900 E	
△	3/2/01	ADDED LUMINAIRE ON OCS POLES	
△	12/7/00	ISSUED FOR CONSTRUCTION	
REV	DATE	Description	

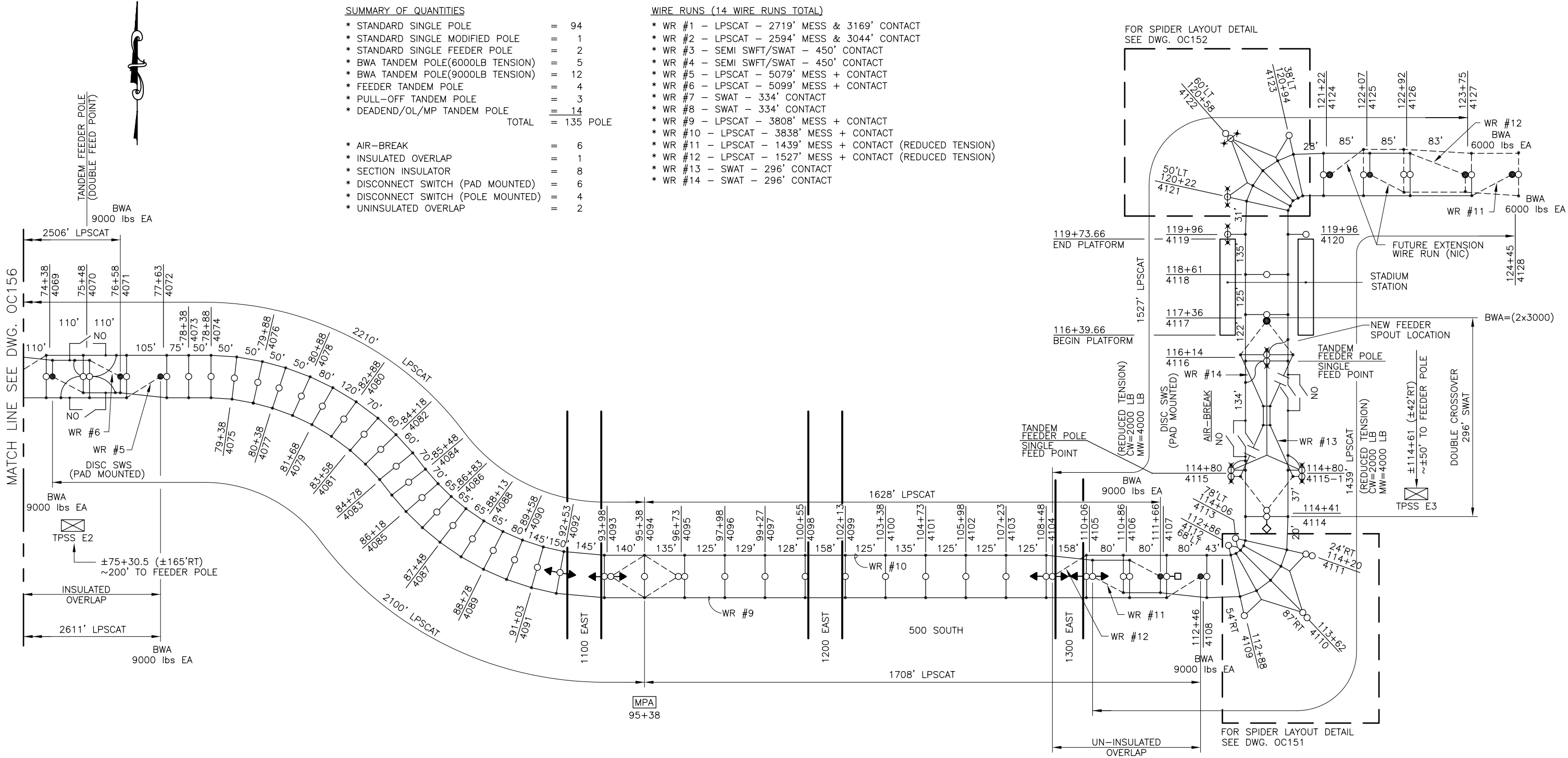


Designed By:	G. TERRADO
Drawn By:	N. PURIFICACION
Checked By:	G. EYZAGUIRRE
Approved By:	J. ADELA

## OVERHEAD CONTACT SYSTEM

MASTER SCHEMATIC LAYOUT  
SHEET 2 OF 3

Scale: NTS	
CADD Filename: OC156AB.DWG	
Submittal Date 12/07/00	
UTA Contract No.: UT99-05VT-DB WE	
Drawing No.: OC156	Sheet No.: 57



SUMMARY OF QUANTITIES

* STANDARD SINGLE POLE	=	94
* STANDARD SINGLE MODIFIED POLE	=	1
* STANDARD SINGLE FEEDER POLE	=	2
* BWA TANDEM POLE(6000LB TENSION)	=	5
* BWA TANDEM POLE(9000LB TENSION)	=	12
* FEEDER TANDEM POLE	=	4
* PULL-OFF TANDEM POLE	=	3
* DEADEND/OL/MP TANDEM POLE	=	14
TOTAL	=	135 POLE
* AIR-BREAK	=	6
* INSULATED OVERLAP	=	1
* SECTION INSULATOR	=	8
* DISCONNECT SWITCH (PAD MOUNTED)	=	6
* DISCONNECT SWITCH (POLE MOUNTED)	=	4
* UNINSULATED OVERLAP	=	2

WIRE RUNS (14 WIRE RUNS TOTAL)

* WR #1 - LPSCAT - 2719' MESS & 3169' CONTACT
* WR #2 - LPSCAT - 2594' MESS & 3044' CONTACT
* WR #3 - SEMI SWFT/SWAT - 450' CONTACT
* WR #4 - SEMI SWFT/SWAT - 450' CONTACT
* WR #5 - LPSCAT - 5079' MESS + CONTACT
* WR #6 - LPSCAT - 5099' MESS + CONTACT
* WR #7 - SWAT - 334' CONTACT
* WR #8 - SWAT - 334' CONTACT
* WR #9 - LPSCAT - 3808' MESS + CONTACT
* WR #10 - LPSCAT - 3838' MESS + CONTACT
* WR #11 - LPSCAT - 1439' MESS + CONTACT (REDUCED TENSION)
* WR #12 - LPSCAT - 1527' MESS + CONTACT (REDUCED TENSION)
* WR #13 - SWAT - 296' CONTACT
* WR #14 - SWAT - 296' CONTACT

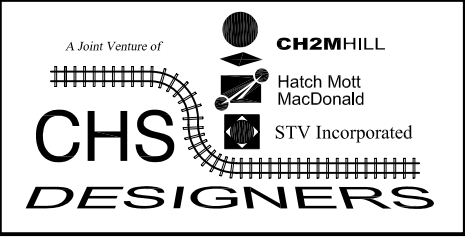
NOTES:

1. FOR ABBREVIATIONS AND GENERAL NOTES SEE DWG OC101.
2. FOR SYMBOLS AND STRUCTURAL NOTES SEE DWG OC102.



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REVISION BLOCK		
6	2/15/02	AS-BUILT
5	8/24/01	DELETED STAY-OFF TRACK SIGN/ADDED NEW FEEDER
2	3/2/01	INCORPORATED LATEST CHANGES
1	12/28/00	INCORPORATED LATEST CHANGES/CHANGE ORDER
0	12/7/00	ISSUED FOR CONSTRUCTION
REV	DATE	Description



UTATRAX  
UNIVERSITY LRT LINE

Designed By:  
G. TERRADO

Drawn By:  
N. PURIFICACION

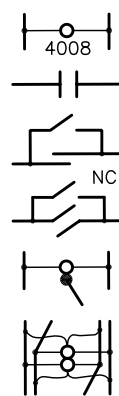
Checked By:  
G. EYZAGUIRRE

Approved By:  
J. ADELA

OVERHEAD CONTACT SYSTEM	
MASTER SCHEMATIC LAYOUT SHEET 3 OF 3	
Scale: NTS	CADD Filename: OC157AB.DWG
Submittal Date 12/07/00	UTA Contract No.: UT99-05VT-DB WE
Drawing No.: OC157	Sheet No.: 58



LEGEND:



4008 BACK TO BACK CANTILEVER POLE WITH STRUCTURE NO.

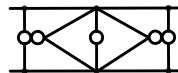
SECTION INSULATOR

INSULATED OVERLAP WITH DISCONNECT SWITCH

AIR-BREAK WITH DISCONNECT SWITCH NORMALLY CLOSED

TANDEM POLE WITH BWA ANCHOR

TANDEM FEEDER POLE WITH BACK TO BACK CANTILEVER



MIDPOINT ANCHOR

ABBREVIATION



LRT TRAFFIC SIGNAL = (TS) (SINGLE TRAFFIC HEAD)



LRT TRAFFIC SIGNAL = (TS) (BACK TO BACK TRAFFIC HEAD)



LUMINAIRE = (L)



LRT SWITCH INDICATOR = (SWI)



LRT ROUTE SELECTOR = (RS)



ROUTE INDICATOR = (RI)



SIGNAL COUPLER = (SC)



MOTORMAN INDICATOR = (MI)



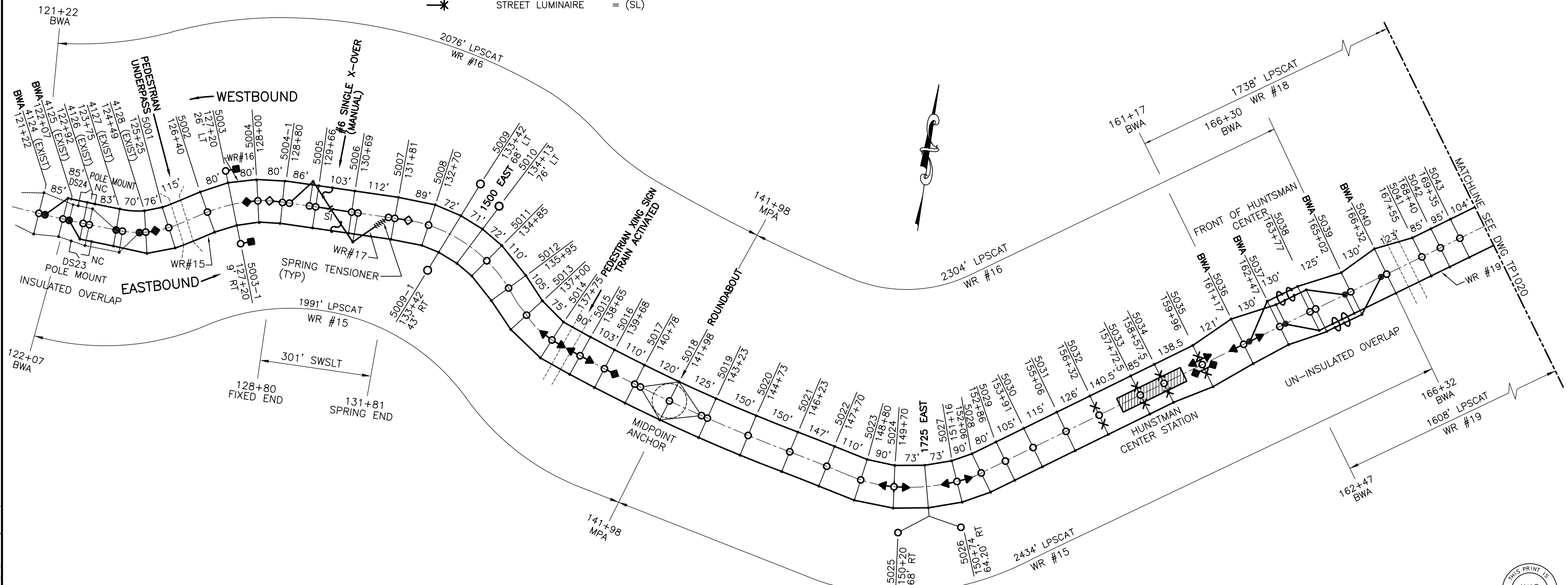
STREET LUMINAIRE = (SL)

SUMMARY OF QUANTITIES

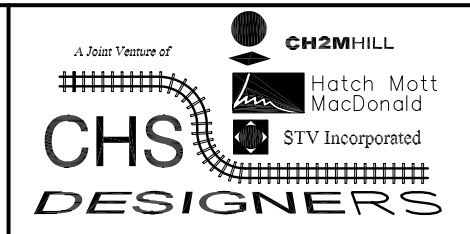
* STANDARD SINGLE POLE	=	61	} TOT=84 POLES
* BWA TANDEM POLE	=	6	
* STANDARD TANDEM POLE	=	17	
* SECTION INSULATOR	=	3	
* POLE MOUNTED DISCONNECT	=	4	
* PAD MOUNTED DISCONNECT	=	8	
* NO OF WIRE RUNS	=	7	
* NO OF SPRING LOADED TROLLEY RUNS	=	3	

WIRE RUNS (7 WIRE RUNS TOTAL)

* WR #15 - LPSCAT - 4425' MESS & CONTACT
* WR #16 - LPSCAT - 4380' MESS & CONTACT
* WR #17 - SWSLT - 301' CONTACT
* WR #18 - LPSCAT - 3798' MESS & CONTACT
* WR #19 - LPSCAT - 4508' MESS & CONTACT
* WR #20 - SWSLT - 425' CONTACT
* WR #21 - SWSLT - 425' CONTACT



REV	DATE	Description
4	10/15/03	AS-BUILT
3	2/18/02	INCORPORATE CHANGE ORDER - IFC
2	11/12/02	INCORPORATE UTA COMMENTS
1	8/09/02	INCORPORATE IFC COMMENTS
0	6/14/02	ISSUED FOR CONSTRUCTION



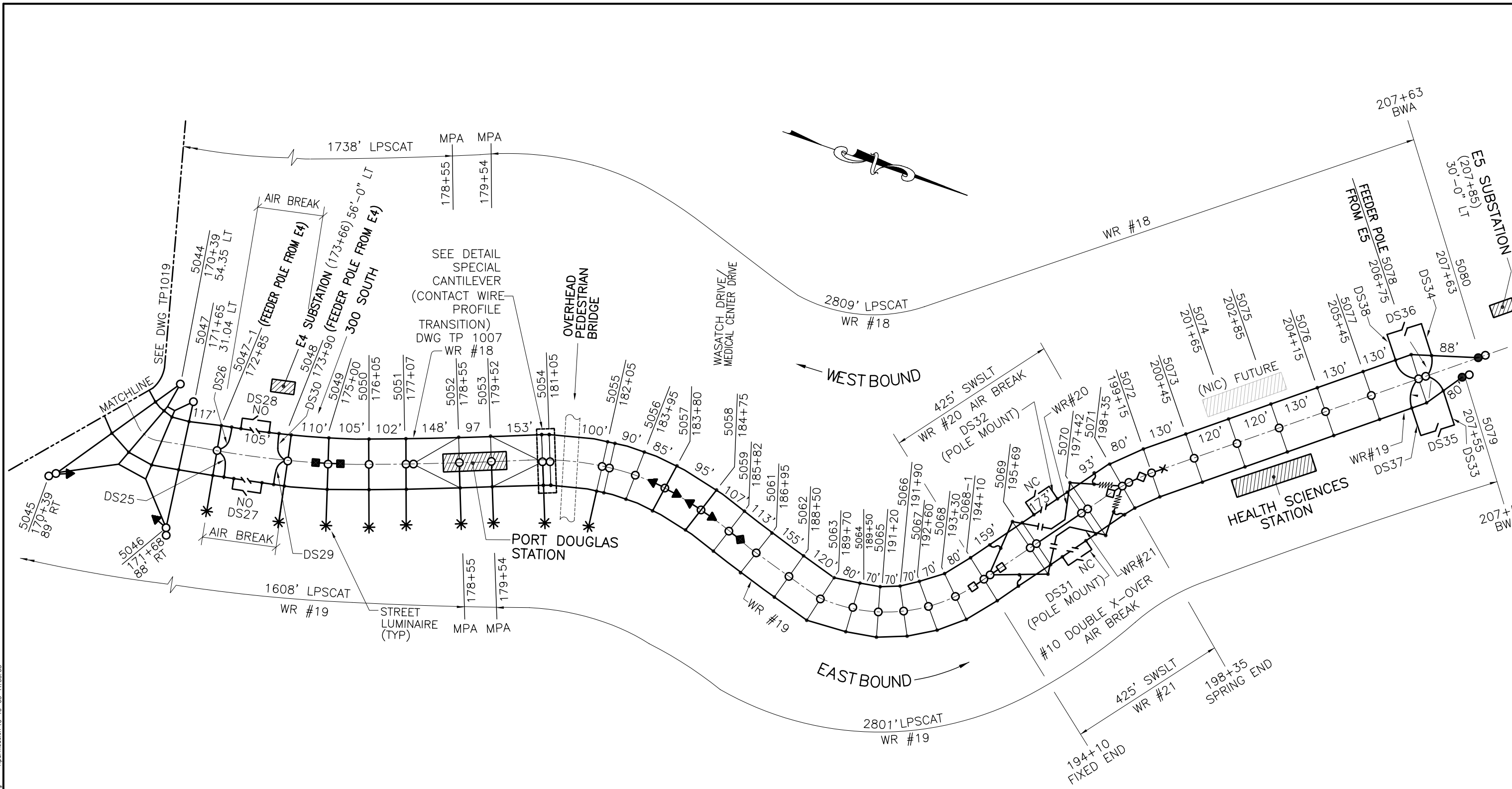
Designed By:	G. TERRADO
Drawn By:	N. PURIFICACION
Checked By:	G. EYZAGUIRRE
Approved By:	J. ADELA

**OVERHEAD CONTACT SYSTEM**

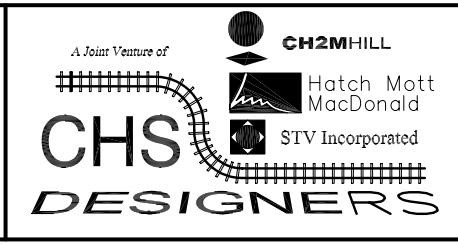
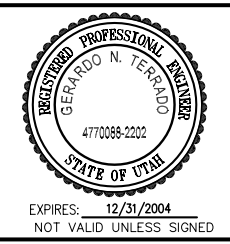
MASTER SCHEMATIC LAYOUT  
& FEEDING ARRANGEMENT  
SHEET 1 OF 2

Scale:	NTS
CADD Filename:	TP1019.DWG
Submittal Date:	06/14/02
UTA Contract No.:	UT99-05VT-DB WE
Drawing No.:	TP1019
Sheet No.:	





REV	DATE	Description
4	10/15/03	AS-BUILT
3	02/28/03	INCORPORATE CHANGE ORDER - IFC
2	11/12/02	INCORPORATE UTA COMMENTS
1	08/09/02	INCORPORATE IFC COMMENTS
0	06/14/02	ISSUED FOR CONSTRUCTION



Designed By:	G. TERRADO
Drawn By:	N. PURIFICACION
Checked By:	G. EYZAGUIRRE
Approved By:	J. ADELA

OVERHEAD CONTACT SYSTEM

MASTER SCHEMATIC LAYOUT  
& FEEDING ARRANGEMENT

SHEET 2 OF 2

Scale:	NTS
CADD Filename:	TP1020.DWG
Submittal Date:	06/14/02
UTA Contract No.:	UT99-05VT-DB WE
Drawing No.:	TP1020
Sheet No.:	



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# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 4/23/2025

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Todd Mills, Director of Supply Chain

**TITLE:**

---

**Pre-Procurements**

- **Utah County Park and Rides**
- **AdvanceTec Industries, Mobile Radio Development and Hardware**

---

**AGENDA ITEM TYPE:**

Pre-Procurement

---

**RECOMMENDATION:**

Informational report for discussion

---

**BACKGROUND:**

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

---

**DISCUSSION:**

- ***Utah County Park and Rides.***

This procurement will consist of two phases:

Phase I will be for the construction of one Park and Ride facility, work will include: curb/gutter, sidewalk, asphalt, and other flatwork; bus stops with shelters; utility and drainage work; landscaping; pedestrian crossing structures, signalization at Pony Express Parkway, and other needed improvements to complete the projects.

Phase II will be for the construction of a Park and Ride facility in Saratoga Springs once the final design

plans are complete in the Fall 2025.

Additional design, survey, and wetland mitigation must be completed. At that time, a change order will be submitted for pricing. The procurement will be conducted as a Request for Proposal (RFP), where contract award will be based on a competitive solicitation and given to the most qualified firm. The term of this contract is a 2-year base with one (1) 1-year option for extension. Funding for this project will be funded by the Capital Development Capital Project MSP286 - Utah County Park & Ride Facilities. (Req 15122, PMs Carlie Torres and Laren Livingston)

- ***AdvanceTec Industries, Mobile Radio Development and Hardware.***

The Radio and Rail Communications Department is requesting a purchase contract with AdvanceTec Industries for mobile radio development and hardware. This will cover the purchase of 1,500 mobile units and the development cost to update the mobile radios to work with ATT's Firstnet Application.

This procurement will be conducted as a Sole Source with AdvanceTec Industries and was approved by the Sole Source Review Board on March 27, 2025. This is a one-time purchase. Funding for this purchase is included in the approved budget, ICI226. (Req 15132, PMs Brock Spencer, Jarvie Curtis, Kyle Brimley)

**ATTACHMENTS:**

N/A



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 4/23/2025

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Jay Fox, Executive Director  
Kim Shanklin, Chief of Staff

**TITLE:**

---

**Sustainable Service Delivery System Update**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational presentation for discussion

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**BACKGROUND:**

UTA has been evaluating and updating its Service Delivery System (the processes that enable UTA to provide transit service to the community) to ensure it is sustainable as we grow to meet the community needs. This effort included adjusting our service planning, resource forecasting, and staffing processes to ensure long-term success.

---

**DISCUSSION:**

UTA was able to implement service changes on April Change Day, restoring core bus service and enhancing access to our riders. Staff will discuss how adjustments to our Service Delivery System allowed UTA to implement these changes. The work is ongoing, with continued efforts into 2025 as we prepare to implement the Five-Year Service Plan.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 4/23/2025

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Viola Miller, Chief Financial Officer  
Brian Reeves, Associate Chief Financial Officer  
Brian Baker, Zions Public Finance

**TITLE:**

---

**Potential Financing Opportunities**

---

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for staff to receive strategic direction from the Board before moving this financing opportunity forward for review by the State Finance Review Commission and Local Advisory Council. These financing opportunities include issuance of new debt for financing capital projects, tender outstanding taxable UTA Sales Tax Bonds for savings, and refunding certain taxable bonds with tax-exempt bonds for savings as well.

---

**BACKGROUND:**

As of December 31, 2024, UTA has approximately \$2 billion in outstanding senior and subordinate sales tax revenue bonds. These bonds play a crucial role in funding UTA's transit services across a six-county region, supporting bus, light rail, commuter rail and other operations. Many of these services rely on sales tax revenue bonds to supplement capital funding.

As part of the TRAX Modernization project, which aims to enhance and expand service over the next decade, UTA selected Stadler to manufacture new light rail vehicles to replace and grow its existing fleet. Additionally, with expanded transit services in the Ogden area, UTA is investing in infrastructure improvements, including new bus canopies and facility upgrades. These capital projects are needed to sustain service delivery and require supplemental funding to move forward. UTA has pursued financial support through state and federal sources without success and are now pursuing funding through targeted bond issuances.

UTA has also identified opportunities to optimize its existing debt profile by refinancing outstanding bonds to

reduce overall debt service costs. This can be achieved through two key methods: first, by conducting bond tenders, a strategy UTA has successfully executed twice; and second, by refunding certain taxable bonds with tax-exempt bonds to secure more favorable financing terms.

---

#### **DISCUSSION:**

UTA's staff and Municipal Advisor, Zions Public Finance, will present information to the Board for three financing strategies to fund new capital projects, tender existing debt outstanding and refunding taxable bonds with tax exempt bonds.

After this meeting, if the Board concurs, the Authority will proceed with statutorily required consultations with the State Finance Review Commission and UTA's Local Advisory Council. Final authorization to proceed with these financing opportunities will require future review and approval by the Board of Trustees.

---

#### **ALTERNATIVES:**

This proposal is subject to available capital markets, potential investor appetite and, UTA's bond investors willingness to tender bonds.

Should the Authority not pursue this funding opportunities, the planned capital projects to replace and grow UTA's light-rail vehicle fleet and to implement infrastructure improvements at the Ogden bus facility will be delayed and will impact delivery of service.

---

#### **FISCAL IMPACT:**

New issuance target total of approximately \$215 million bonds with two bond issuance targets of \$131 million in 2025 and \$84 million in 2028.

For tendered bonds, an aggregate net present value savings of at least \$5 million and a target 3-5% range.

Refunded bonds, an aggregate net present value savings amount of at least \$1 million and a target 1-3% range.

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#### **ATTACHMENTS:**

None