Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 28, 2021 **9:00 AM** **Frontlines Headquarters**

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:

In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically.
- Meeting proceedings may be viewed remotely through the WebEx meeting platform (see below) or by following the instructions and link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- Public Comment may be given live during the meeting. See instructions below.
    - Use this WebEx link and follow the instructions to register for the meeting (you will need to provide your name and email address) https://rideuta.webex.com/rideuta/onstage/g.php?MTID=e3c5c0cf87914c2dd1995ddea10e4a5b3
    - Sign on to the WebEx meeting portal through the "join event" link provided in your email following approval of your registration.
    - Sign on 5 minutes prior to the meeting start time
    - Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - Comments submitted before 2:00 p.m. on Tuesday, April 27th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

1.	**Call to Order & Opening Remarks**	Chair Carlton Christensen
2.	**Safety First Minute**	Sheldon Shaw
3.	**Public Comment**	Chair Carlton Christensen
4.	**Consent**	Chair Carlton Christensen

a. Approval of April 14, 2021 Board Meeting Minutes

5. Reports

a.	Agency Report - First Quarter Ridership	Carolyn Gonot
b.	Investment Report - First Quarter 2021	Bill Greene Emily Diaz

6. Contracts, Disbursements and Grants

a.	Contract: Disadvantaged Business Enterprise Program Management Software (eComply Solutions LLC)	Andrew Gray Alisia Wixom
b.	Contract: Meadowbrook Expansion Construction (Big-D)	Mary DeLoretto Andrea Pullos
c.	Change Order: Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) Contract Extension (Talrace LLC)	Dan Harmuth Alisia Wixom
d.	Change Order: On-Call Infrastructure Maintenance Contract - Task Order #14 - 1300 West Mid Jordan TRAX Line Embedded Grade Crossing Replacement (Stacy and Witbeck Inc.)	Mary DeLoretto David Hancock
e.	Change Order: On-Call Infrastructure Maintenance Contract - Task Order #15 - 2700 West Mid Jordan TRAX Line Embedded Grade Crossing Replacement (Stacy and Witbeck Inc.)	Mary DeLoretto David Hancock
f.	Pre-Procurement - Leadership Development Training - SD 100/SD160 Gearbox Overhaul	Todd Mills Kim Ulibarri Kyle Stockley

7. Discussion Items

a.	Downtown Salt Lake City TRAX Extensions and Connections Study	Mary DeLoretto Manjeet Ranu
b.	Microtransit/Flex Route - August 2021 Change Day	Jaron Robertson Eric Callison Ryan Taylor

8. Other Business Chair Carlton Christensen

a. Next Meeting: Wednesday, May 12th, 2021 at 9:00 a.m.

9. Closed Session Chair Carlton Christensen

a. Strategy session to discuss pending or reasonably imminent litigation

10. Open Session Chair Carlton Christensen

11. Adjourn Chair Carlton Christensen

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

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UTAH TRANSIT AUTHORITY
ELECTRONIC BOARD MEETING DETERMINATION

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on April 12, 2021, and is effective until midnight on May 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 2nd day of April 2021.

DocuSigned by:
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Carlton Christensen, Chair of the Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Jana Ostler, Board Manager
FROM: Jana Ostler, Board Manager

TITLE:

Approval of April 14, 2021 Board Meeting Minutes

AGENDA ITEM TYPE:	Minutes
RECOMMENDATION:	Approve the minutes of the April 14, 2021 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, April 14, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/669021.html> and video feed is available on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
ATTACHMENTS:	1) 2021-04-14_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 14, 2021 **9:00 AM** **Frontlines Headquarters**

This meeting was held remotely via phone or video conference and broadcast live for the public via the link and instructions on the UTA Board Meetings page https://rideuta.com/Board-of-Trustees/Meetings.

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also participating were members of UTA staff and interested community members.

1. Call to Order & Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination statement into the record as required by statute. The complete electronic board meeting determination statement is included as Appendix A to these minutes.

2. Safety First Minute

Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

3. Public Comment

Chair Christensen noted members of the public were invited to attend and comment during the live portion of the meeting; however, no live public comment was given. All online public comment received was distributed to the board for review in advance of the meeting and is attached as Appendix B to these minutes.

4. Consent

a. Approval of March 24, 2021 Board Meeting Minutes

A motion to approve the consent agenda was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously.

5. Reports

a. Agency Report

American Rescue Plan Act. Carolyn Gonot, UTA Executive Director, mentioned the American Rescue Plan Act, which is a stimulus bill passed by Congress with the intent to provide economic support during the COVID-19 crisis. UTA will receive $167.8 million in funds from the act, which will help the agency compensate for fare revenue loss due to reduced ridership resulting from the pandemic.

$3.2M to Ogden-Weber State University Bus Rapid Transit (BRT) Project. Ms. Gonot noted UTA will receive an additional $3.2 million from the Federal Transit Administration. The allocation closes a funding gap on the Ogden-Weber State University BRT project. Execution of the Small Starts grant is expected later this year.

b. Financial Report - February 2021

Bill Greene, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis. Mr. Armstrong reviewed the financial dashboard and reported on sales tax collections, passenger revenues, transit-related stimulus funds, operating financial results, and operating expenses by mode.

Discussion ensued. Questions on eco pass renewals, monthly budget trends, and the methodology for reporting utilities costs were posed by the board and answered by staff.

6. Resolutions

a. Resolution R2021-04-01 Granting Contract and Expenditure Authority

Troy Bingham, UTA Comptroller, explained the resolution, which updates the list of vendors and estimated disbursement levels for certain contract, expense, and change order approvals.

Discussion ensued. A question on the tentative cost breakout was posed by the board and answered by Mr. Bingham.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

7. Contracts, Disbursements and Grants

a. Contract: Battery Electric Buses and Associated Charging Equipment (Gillig LLC)

Eddy Cumins, UTA Chief Operating Officer, was joined by Kyle Stockley, UTA Rail Infrastructure Project Manager. Mr. Cumins requested the board approve a five-year contract with Gillig LLC for battery electric buses and associated charging equipment. The base order for the contract includes 44 buses with options for an additional 95 buses. The base order total is $44,267,668.84 and the estimated total contract value over five years is $145,944,094. The initial bus purchase order will provide buses for UTA and Park City Transit. Subsequent options may be split among various transit providers across the state. Future orders to execute options on this contract will be brought to the board for approval.

Discussion ensued. Questions on Gillig bus certification, confidence in the electric bus technology, potential recourse for nonperformance, charging station support, and bus production timelines were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, seconded by Trustee Acerson, that this contract be approved. The motion carried unanimously.

b. Contract: Program Management Services (HNTB)

Mary DeLoretto, UTA Chief Service Development Officer, was joined by Manjeet Ranu, UTA Director of Capital Projects, and Grey Turner, UTA Senior Program Manager - Engineering & Project Development. Ms. DeLoretto asked the board to authorize a contract with HNTB for program/project management and other services. The contract has a three-year term with two one-year options. In the event that UTA desires to execute the options years, board approval will be required. The three-year contract value is $17,086,498.

Discussion ensued. Questions on the location of HNTB staff who will be assigned to projects (i.e., local versus national), contract intent, and personnel resources were posed by the board and answered by staff.

A motion was made by Trustee Acerson, seconded by Trustee Holbrook, that this contract be approved. The motion carried unanimously.

c. Change Order: Program Management Services Contract Extension (WSP)

Ms. DeLoretto was joined by Mr. Ranu and Mr. Turner. Ms. DeLoretto requested the board approve a change order for a contract extension with WSP for program management services in the amount of $1,271,600. The extension allows for continuity in projects as program management consulting services transition from WSP to HNTB. The total contract value, including the change order, is $26,345,509.

A motion was made by Trustee Holbrook, seconded by Trustee Acerson, that this change order be approved. The motion carried unanimously.

d. Change Order: On-Call Infrastructure Maintenance - Task Order #10 - Redwood Road Trax Grade Crossing Replacement (Stacy and Witbeck Inc.)

Mr. Cumins was joined by Mr. Stockley. Mr. Cumins asked the board to approve a change order in amount of $304,203 to the contract with Stacy and Witbeck Inc. for the replacement of the Red Line TRAX grade crossing at Redwood Road. The total contract value, including the change order, is $2,302,727.

Discussion ensued. A question on the specific project location was posed by the board and answered by staff.

A motion was made by Trustee Acerson, seconded by Trustee Holbrook, that this change order be approved. The motion carried unanimously.

e. Pre-Procurement:
- Motorola Integrated Digital Enhanced Network (IDEN) Support
- Multiple Buildings Roof Replacement
- 3300 S. Bus Stop Design and Property Acquisition

Todd Mills, UTA Director of Supply Chain, was joined by Kyle Brimley, UTA Communications & Deployment Manager; Kevin Anderson, UTA Facilities Maintenance Manager; and Brandon Heath, UTA Civil Engineer III. Mr. Mills indicated the agency intends to procure the following items or services:

- Motorola integrated digital enhanced network (IDEN) support
- Multiple buildings roof replacement
- 3300 South bus stop design and property acquisition

Discussion ensued. Questions on the need and timeline for continued IDEN support, bidding process for roof replacements, product used for roof replacements, number of firms providing bus stop design services, and internal coordination regarding bus stop improvements were posed by the board and answered by staff.

8. Service and Fare Approvals

a. Complimentary Fare: Art in Transit Complimentary Passes

Kensey Kunkel, UTA Manager of Business Development - Sales, was joined by Megan Waters, UTA Community Engagement Manager. Ms. Waters requested the board approve a complimentary fare for participants in the BeUTAHful Community Student Art in Transit Competition. The fare includes one-time use group passes for 645 participants and their families with the objective of introducing the participants to transit and allowing them to see the artwork on display. The total value of the passes is $12,000.

Discussion ensued. Questions on the geographic spread of participants, provision of passes to participants outside the service district, and potential for expanding the program to other Utah transit agencies were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, seconded by Trustee Acerson, that this complimentary fare be approved. The motion carried unanimously.

9. Discussion Items

a. UTA Policy UTA.05.02 - Paid Time Off - Administrative Employees

This item was deferred to a future meeting.

10. Other Business

The next meeting of the board will take place on April 28, 2021 at 9:00 a.m.

11. Closed Session

a. Strategy session to discuss pending or reasonably imminent litigation

Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation.

A motion was made by Trustee Acerson, seconded by Trustee Holbrook, to enter closed session. The motion carried unanimously.

The board entered closed session at 10:21 a.m.

A motion was made by Trustee Holbrook, seconded by Trustee Acerson, to return to open session. The motion carried unanimously.

The open portion of the meeting resumed at 11:07 a.m.

12. Adjourn

A motion was made by Trustee Holbrook, seconded by Trustee Acerson, that the meeting be adjourned. The motion carried unanimously and the meeting was adjourned at 11:08 a.m.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at https://www.utah.gov/pmn/sitemap/notice/669021.html and https://www.rideuta.com/Board-of-Trustees/Meetings for entire content.

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

Appendix A

UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on April 12, 2021, and is effective until midnight on May 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 2nd day of April 2021.

Carlton J. Christensen, Chair of the Board of Trustees

Appendix B

Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting
April 14, 2021

Received on April 13, 2021 from George Chapman:

Comments to Board of Trustees April14

ADA requirements are not being met by buses since they do not go to the curb which requires those unable to step up more than 6 inches to need the ramp. It is embarrassing. Please tell bus drivers to get to the curb.

The S-Line $12 million would be better used to reduce bus fares to $1 (bus fare elasticity better than rail). Your COVID funds can be used for it. It would defuse the objections to spending it for extending the S-Line.

I still think that spending $12 million on essentially a one block extension to the "heart of Sugar House" (8 years ago the "heart of Sugar House" was on 2100 South and Highland!) does not make sense.

If it goes south, residents on Highland WILL FIGHT to protect their on street parking (that they got to compensate for the road diet), their mountain views obscured by streetcar power lines, bicycle road (rails catch bicycle tires), property taxes (increased by rail) and single family zoning. Any potential extension to the south will result in significant public opposition and DECREASE BROAD PUBLIC SUPPORT (which we successfully used several times to reduce the UTA applications for federal help).

On the other hand, a quick resolution would be to publicly and emphatically assign the extension to go east to be closer to Sugar House Park. I still think Wilmington with its access to the Sugar House Draw is the best solution to decrease opposition. Although it may require buying part of the Sundance Catalog property, it will be the least expensive way to get to Sugar House Park.

A successful rail requires a destination, like Sugar House Park. I remind you that the weekend ridership is higher and that seems to show the Park is the biggest draw to ridership..

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carolyn Gonot, Executive Director

TITLE:

Agency Report
- **First Quarter Ridership**

AGENDA ITEM TYPE:	Reports
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest. A presentation will be given on: • First Quarter Ridership

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, CFO
PRESENTER(S): Emily Diaz, Financial Services Administrator

TITLE:

Investment Report - First Quarter 2021

AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The First Quarter 2021 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.
DISCUSSION:	As of March 31, the benchmark return (3-month T-bill) was 0.070%. Investment returns at the PTIF (0.425%) and Zions Capital Advisors (0.793%) exceeded the benchmark return. Investment returns on the overnight account at Zions Bank (0.030%) were below the benchmark return. The blended portfolio return of 0.416% exceeded the benchmark rate by 35 basis points (0.346%). All investments are in compliance with the State's Money Management Act (Utah Code Section 51-7).
ALTERNATIVES:	N/A
FISCAL IMPACT:	Investment revenues in 2021 are projected to be 1,749,682 if these rates continue. The 2021 budget projected $4,649,000 for the same time period.
ATTACHMENTS:	1) First Quarter 2021 Investment Report

Utah Transit Authority

Investment Portfolio

March 31, 2021

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No current Investments						
		$ -				
Zions Capital Advisors		$ 29,228,883			0.793%	$ 231,785
Zions Bank		$ 16,447,538			0.030%	$ 4,934
Public Treasurer's Investment Fund		$ 355,991,216			0.425%	$ 1,512,963
Total Investments		$ 401,667,637			0.436%	$ 1,749,682

	Rates as of Last Trading Day of		
	January	February	March
Zions Capital Advisors	0.821%	0.809%	0.793%
Public Treasurer's Investment Fund	0.468%	0.448%	0.425%
Benchmark Return*	0.090%	0.080%	0.070%

*Benchmark Return is the highest of either the 3 Month T Bill rate or the Fed Funds rate.

Investments Purchased

January 1 through March 31, 2020

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

Investments Sold

January 1 through March 31, 2020

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Andrew Gray, Civil Rights Compliance Officer
Alisia Wixom, I.T. Project Manager

TITLE:

Contract: Disadvantaged Business Enterprise Program Management Software (eComply Solutions LLC)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract and associated disbursements in the amount of $248,353.72 with eComply Solutions for software to assist in Disadvantaged Business Enterprise Program compliance

BACKGROUND:	As a recipient of federal funds, UTA is required to ensure compliance with 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in DOT Assistance Programs and the Davis Bacon and Related Acts. In order to ensure compliance, UTA must engage in various proactive and reactive activities that can be time intensive and administratively burdensome. These items include, but are not limited to: • Gathering, reviewing, correcting, and retaining certified payrolls for all prime and subcontractors with laborers or mechanics working. • Tracking all DBE awards and payments at every tier of UTA's prime contracting process. • Having a "mechanism to ensure prompt payment" processes are being adhered to through every tier of subcontracting. • Submit semi-annual DBE report on awards, payments, and closed contracts. The compliance methods used prior to 2020 were exclusively manual and required substantial staff time. In 2019, UTA solicited a software that could automate the compliance processes through an RFQ. After reviewing the two bidders, eComply Solutions was selected as the winning bidder with a one-year contract which spanned the year 2020. Through this first year, eComply Solutions has proven themselves to be an invaluable partner with service that exceeded expectations. At the conclusion of this contract, UTA is seeking to initiate a 5-year contract that will continue the service already underway with the existing contract. While the previous contract with the vendor has expired, allowance has been made for continued use of the software until this new contract goes into effect.
DISCUSSION:	UTA is seeking a sole source procurement due to the existing relationship and performance of eComply Solutions. The contract value of $248,353.72 is based on the assumption of Tier 2 construction volume and the use of both the certified payroll and diversity management modules of the software. Continuing with eComply Solutions would prevent an unnecessary expense associated with seeking this service from another vendor. After a cost benefit analysis, it was determined that utilizing a sole source option with eComply Solutions would save UTA approximately $78,704 in duplication costs associated with set up fees, UTA employee costs, training costs, consultation fees, and the cost associated with integration within UTA's existing systems. Terminating this contract and beginning services with a new vendor would also require retraining all subcontractors engaged in federal projects and a significant delay between when the old compliance software ends, and the new software is integrated and being fully utilized by end users.
CONTRACT SUMMARY:	
Contractor Name:	eComply Solutions
Contract Number:	21-03424
Base Contract Effective Dates:	1/15/21 - 1/14/26
Extended Contract Dates:	n/a

Existing Contract Value:	n/a
Amendment Amount:	n/a
New/Total Amount Contract Value:	$248,353.72
Procurement Method:	Sole Source
Funding Sources:	Federal / Local
ALTERNATIVES:	An RFP / RFQ would be issued.
FISCAL IMPACT:	The budget for the software will be included in each year's annual budget.
ATTACHMENTS:	N/A

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eComplySolutions

License Agreement

1. Term and Scope

1.1. *Term*. This LICENSE AGREEMENT ("Agreement") between eComply Solutions LLC ("eComply") and **Utah Transit Authority** ("Client") is made effective as of **January 15, 2021** ("Agreement Effective Date"). Unless eComply advises Client otherwise in writing, the term of service is **5 years** ("Term of Service") and will expire on **January 14, 2026**.

1.2. *Scope of Services.* eComply shall perform the services identified in the accompanying "Scope of Services" (hereinafter "Services").

1.3. *"Scope of Services*." The "Scope of Services" is hereby incorporated by reference and shall be made part of this Agreement.

1.4. *Renewal Term(s)*. After the initial Term of Service has expired, eComply and Client may negotiate for a renewal. Any terms and conditions, including any change in fees, may be re-negotiated for the renewal term(s).

2. Fees and Billing

2.1. *Fees and Expenses*. Client will pay all fees and expenses in accordance with the prices and terms provided in the "Scope of Services."

2.2. *Payment Terms.* Client will be invoiced as soon as practicable at the beginning of each annual term, and payment will be due within 30 days of invoice receipt. If payment is not made within 30 days of invoice receipt, interest shall accrue on the past due amount at the rate of ten percent (10%) per annum, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by eComply. eComply reserves the right to withhold Services if payment is not received within 90 days following invoice notice. If applicable, Client shall reimburse eComply for the costs of collection, including attorneys' fees, court costs, and expenses.

3. Intellectual Property Ownership; License Grants

3.1. *Intellectual Property*. This Agreement does not transfer from eComply to Client any technology that was developed by eComply and used to provide the Services under this Agreement (hereinafter "eComply Technology"), and all rights, title and interests in and to eComply Technology will remain solely with eComply. Client agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from eComply Technology.

3.2. *License Grants.* eComply hereby grants to Client a nonexclusive, royalty-free license, during the term of this Agreement to use the eComply Technology solely for purposes of using the eComply Service(s) provided for under this Agreement. Software licenses do not become the property of Client until invoices which are due and payable (and any applicable interest or penalty fees) are paid in full.

4. Representations and Warranties

4.1. *General*. eComply represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder.

4.2. *Service Level Warranty*. In the event that Client experiences any of the service performance issues defined in this Section 4.2 as a result of eComply's failure, eComply will, upon Client's request in accordance with paragraph 4.2.2, credit Client's account as described below. The Service Level Warranty shall not apply to performance issues (i) caused by factors outside of eComply, its affiliates, or parent companies' reasonable control; or (ii) that resulted from any actions or inactions of Client or any third parties' applications or equipment.

4.2.1. eComply represents and warrants to Client 99.99% uptime on its internal network during extended business hours, defined as 8:00 a.m. to 8:00 p.m. Eastern Time. The 99.99% uptime excludes network unavailability during any scheduled maintenance. Client shall be notified at least 48 hours prior to scheduled maintenance commencement during these extended business hours for all except required emergency maintenance.

4.2.2. If Client notified eComply Client Support immediately upon failure to access Client's server, and eComply determines in its reasonable commercial judgment the server is unavailable due to a server outage caused solely by the items of the service managed by eComply, the following will apply: 1) If eComply so determines that the server was unavailable for one or more (but fewer than four)

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consecutive hours during any calendar month, eComply, upon Client's request, will credit Client's account for the pro-rated charges for one day's service. 2) If eComply so determines that the server was unavailable for four (4) or more consecutive hours during any calendar month, eComply, upon Client's request, will credit Client's account for the pro-rated charges for one week's service. A Server shall be deemed to be unavailable if the server is not responding to HTTP requests issued by eComply monitoring software. Scheduled maintenance shall not be deemed to be server unavailability. This Section shall not apply if unavailability is caused by unavailability outside of the eComply Network or events of force majeure.

4.2.3. The Service Level Warranty set forth in this Section 4.2 shall only apply to the Service(s) provided by eComply under this Agreement.

4.3. *Data Maintenance*. In the event of any loss or corruption of Client's data, eComply shall use, to the best of its ability, reasonable efforts to restore the lost or corrupted data from the latest backup of such data maintained by eComply. eComply shall not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of data caused by any third party. eComply's efforts to restore lost or corrupted data pursuant to this Section 4.3 shall constitute eComply's sole liability and Client's sole and exclusive remedy in the event of any loss or corruption of Client's data.

4.4. *Browser Requirement*. The eComply software shall be compatible with Microsoft Edge, Firefox, or Chrome.

4.5. *No Other Warranty.* Except for the express warranties set forth in this Section 4, the Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. eComply does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, and any warranties arising from a course of dealing, usage, or trade practice. Except as provided in 4.2, eComply does not warrant that the Services will be uninterrupted, error-free, or completely secure.

4.6. *Infringement Indemnity*. eComply asserts that it is the owner and developer of the eComply system and that it is licensing to Client the use of the same and agrees to hold Client harmless, defend it against any suit for monetary damages or injunctive relief related to the rights of Client to use the eComply system. (A) eComply will defend, at its own expense, any legal action brought against Client to the extent that it is based on a claim that the Software or System used within the scope of this Agreement infringes a United States patent, copyright or trade secret of a third party, and eComply will pay any final judgment against Client in any such action if attributable to any such claim or incurred by Client through settlement of such claim. However, such defense and payments are subject to the conditions that Client must: (i) notify eComply in writing of such claim promptly if first being placed on such notice, and (ii) fully cooperate with eComply in the defense or settlement of such claim. If the foregoing conditions are satisfied, eComply will pay the reasonable costs, damages or fees incurred by Client in connection with such action or claim. (B) Should the Software or System become, or in eComply's opinion be likely to become, the subject of any such infringement claim, Client shall permit eComply, at eComply's option and expense, to (i) procure for Client the right to continue using the Software or System, or (ii) replace or modify the Software or System so that it becomes non-infringing. If there is no ability to cure the infringement based on (i) and (ii) above, eComply agrees that it shall reimburse Client for all fees paid for services not yet rendered and for the cost Client paid to eComply for training and customization, if any.

4.7. *General Indemnity.* eComply shall indemnify, defend and hold harmless Client, its officers, employees and agents, from and against any and all loss, expense, (including attorneys' fees), damage, and liability of any kind resulting from or arising out of eComply's performance under this Agreement, but only in proportion to and to the extent such loss, expense, attorneys' fees, damage or liability are caused by or result from the negligent or intentional acts or omissions of eComply, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under eComply's direction and control. Similarly, Client shall indemnify, defend and hold harmless eComply, its officers, employees and agents, from and against any and all loss, expense, (including attorneys' fees), damage, and liability of any kind resulting from any third-party claim that a third party suffered injury, damage, or loss resulting from Client's use of eComply's services.

5. Limitations of Liability

5.1. *Consequential Damages Waiver*. If eComply is unable to perform the Services defined, Client shall be limited in its damages to a refund of the all monies paid under this contract. Client expressly agrees that neither eComply nor its personnel shall be liable to the Client for any consequential damages including lost profits or any other, indirect, or consequential damages resulting from or attributable to nonperformance or performance of the Services. In no event shall Client or eComply or its subsidiaries, affiliates or parent companies be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort, strict liability or otherwise.

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5.2. *Limitations on Amount.* Notwithstanding any other provision of this Agreement to the contrary, eComply and its subsidiaries, affiliates, and parent companies' liability to Client arising out of or related to eComply's performance of Services under this Agreement, whether based in contract (including breach of warranty and indemnification), tort (including negligence, whether of eComply or others), strict liability or otherwise, shall not exceed in the aggregate the greater of: (i) $50,000.00 or (ii) the fees paid to eComply for Services performed under this Agreement.

6. Confidentiality

6.1. *Definition*. By virtue of this Agreement, eComply and Client may have access to each other's Confidential Information. "Confidential Information," as used in this Agreement, means any written, machine-reproducible and/or visual materials that are clearly labeled as proprietary, confidential, or with words of similar meaning, and all information that is orally or visually disclosed, if not so marked, if it is identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure, and any information of any nature described in this Agreement as confidential. eComply's Confidential Information includes, without limitation, software code and nonpublic financial information.

6.2. *Exclusions.* Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is rightfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

6.3. *Use and Non-Disclosure*. Neither party shall use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance.

7. Termination

7.1. *Client's Right to Terminate for Cause or Convenience*. Client may terminate this Agreement at any time for cause or convenience, provided that written notice is provided thirty (30) days in advance. Upon receipt of such notice, eComply shall, unless the notice directs otherwise, immediately discontinue work in connection with the performance of this Agreement. The termination shall not result in any penalty to Client; however, eComply shall be entitled to payment for the cost of all work already performed and other such reasonable costs and expenses that eComply shall incur as a result of such termination.

7.2. *eComply's Right to Terminate for Convenience*. eComply shall also have the right to suspend or terminate this Agreement for convenience provided that written notice is provided sixty (60) days in advance.

7.3. *Notification of Termination.* eComply and Client may only terminate with written notice sent to the other party's address listed below:

eComply Solutions LLC
Huey Siah
1400 112th Ave SE, Suite 100
Bellevue, WA 98004

Utah Transit Authority
Chad Gonzales
669 W 200 S
Salt Lake City, UT 84101

7.4. *Obligations upon Termination or Expiration*. Upon termination or expiration of this Agreement, Client's right to access and use the Services shall immediately terminate, and each party shall make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party. Client agrees that eComply has the right to delete all data, files or other information relating to the Services provided under this Agreement, including data, files or other information stored on Client's server, unless eComply receives, no later than ten (10) days after the effective date of the termination or expiration of this Agreement, a written request for the delivery to Client of the then-most recent back-up of Client's data. eComply will use all reasonable efforts to deliver the back-up data to Client within thirty (30) days of its receipt of such a written request. Client shall pay all reasonable expenses incurred by eComply in returning the data to Client.

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8. Compliance With Laws

8.1. *Compliance with Laws*. Both parties shall at all times comply with all applicable laws and regulations of the United States of America and all other governmental entities governing, restricting or otherwise pertaining to the use, distribution, exporting or import of data, products, services and/or technical data.

8.2. *Use for Lawful Purpose.* eComply's network may only be used for lawful purposes. Transmission of any material in violation of any U.S., state, or other governmental regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

9. Miscellaneous Provisions

9.1. *Force Majeure*. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of eComply).

9.2. *Marketing*. Client agrees that during and after the term of this Agreement, eComply may disclose to the public that Client is or was a customer of eComply.

9.3. *Non-Solicitation*. During the Term of this Agreement and continuing through the first annual anniversary of the termination of this Agreement, Client agrees that it will not, and will ensure that its affiliates do not, directly solicit or attempt to solicit for employment any persons employed by eComply or contracted by eComply to provide any services to Client.

9.4. *Governing Law; Dispute Resolution*. This Agreement is made under and will be governed by and construed with the laws of the state of Utah. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement.

9.5. *Cooperative Use of Contract.* This Agreement may be used by any department and/or agency in which Client has a cooperative purchasing arrangement. Each additional department and/or agency that has a need for services under this Agreement will negotiate with eComply and issue a separate task order to eComply to provide such services in accordance with the terms of the task order and the terms of this Agreement. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entity. Orders placed by other entities and payment thereof will be the sole responsibility of that entity. Client shall not be responsible for any disputes arising out of transactions made by others.

9.6. *Relationships of Parties*. eComply and Client are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between eComply and Client for tax purposes or otherwise.

9.7. *Assignment*. Client may not transfer or assign this Agreement without written consent of eComply except as provided herein.

9.8. *Unenforceability and Severability.* If any sentence, paragraph, clause or combination of the same in this Agreement is held by a court or other governmental body of competent jurisdiction to be unenforceable, invalid or illegal in any jurisdiction, such sentence, paragraph, clause or combination shall be deemed deleted from this Agreement and the remainder of this Agreement shall remain binding on the parties as if such unenforceable, invalid or illegal sentence, paragraph, clause or combination had not been contained herein.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

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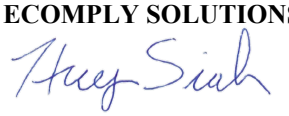
9.9. *Entire Agreement; Counterparts; Originals*. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Client shall be deemed objected to by eComply without need of further notice of objection, and shall be of no effect or in any way binding upon eComply. The parties to this Agreement may modify this Agreement only in writing, signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed by the parties' electronic signatures.

AUTHORIZED REPRESENTATIVES OF BOTH PARTIES HAVE READ THE FOREGOING AND ALL DOCUMENTS INCORPORATED THEREIN AND AGREE AND ACCEPT SUCH TERMS TO BE EFFECTIVE AS OF THE AGREEMENT EFFECTIVE DATE DEFINED IN SECTION 1.1.

CLIENT:	**ECOMPLY SOLUTIONS LLC.:**
Signature:	
Print Name:	Huey Siah
Title:	Managing Director
Date:	3/4/2021
Phone:	425-296-8142

DocuSigned by:
Mike Bell
70E33A415BA44F6...

4/5/2021

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eComplySolutions

SCOPE OF WORK

The following details the Scope of Work and associated costs agreed upon between eComply Solutions LLC ("eComply") and Utah Transit Authority ("Client").

Certification Module

Because we want to build a long-term collaboration with UTA, we will offer this service at **no cost**.

Certified Payroll Module Annual Licensing Fee (*dependent on tier; see chart below*)

License subscription includes access to the full eComply solution including CPR management; the entry and update of rates; standard and ad-hoc reporting functionality; HUD and Section 3 tracking; Local Hire/GIS tracking; and our mobile field inspections module.

The annual fee is dependent on the construction volume for that year. See chart below. At the end of each annual term, a true-up of Client's active contracting volume will be performed by eComply. If Client's active contracting volume at true-up is greater than the Tier indicated at the start of the term, eComply will invoice Client for any additional amount to equal Tier achieved at true-up. The cost for each tier is shown in the chart below.

Construction Volume (i.e., value of open contracts per year)	**2021 Annual Fee** (2% Increase)	**2022 Annual Fee** (2% Increase)	**2023 Annual Fee** (2% Increase)	**2024 Annual Fee** (2% Increase)	**2025 Annual Fee** (2% Increase)
Tier 1: Up to $20 Million	$11,628.00	$11,860.56	$12,097.77	$12,339.73	$12,586.52
Tier 2: >$20 Million - $75 Million	$16,715.25	$17,049.56	$17,390.55	$17,738.36	$18,093.12
Tier 3: >$75 Million - $125 Million	$24,225.00	$24,709.50	$25,203.69	$25,707.76	$26,221.92

Diversity Management Module Annual Licensing Fee (*dependent on tier; see chart below*)

License subscription includes access to the full eComply solution including all payment management; M/WBE and EEO tracking; certification tracking; contractor outreach; bid solicitation; standard and adhoc reporting functionality; and the mobile access feature. **All non-active contracts can be stored in the system at no additional cost for as long as you are an active client of eComply**.

The annual fee is dependent on the construction volume for that year. See chart below. At the end of each annual term, a true-up of Client's active contracting volume will be performed by eComply. If

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Client's active contracting volume at true-up is greater than the Tier indicated at the start of the term, eComply will invoice Client for any additional amount to equal Tier achieved at true-up. The cost for each tier is shown in the chart below.

Construction Volume (i.e., value of open contracts per year)	**2021 Annual Fee** (2% Increase)	**2022 Annual Fee** (2% Increase)	**2023 Annual Fee** (2% Increase)	**2024 Annual Fee** (2% Increase)	**2025 Annual Fee** (2% Increase)
Tier 1: Up to $20 Million	$19,380.00	$19,767.60	$20,162.95	$20,566.21	$20,977.54
Tier 2: >$20 Million - $75 Million	$31,008.00	$31,628.16	$32,260.72	$32,905.94	$33,564.06
Tier 3: >$75 Million - $125 Million	$53,295.00	$54,360.90	$55,448.12	$56,557.08	$57,688.22

Training and Support

As part of our standard service, eComply offers one webinar training every quarter totaling four (4) each calendar year. If Client wants additional training, on-site sessions are charged at $2,000/day and $300/webinar.

Contractors shall have access to access to eComply's Tier 1 customer support team via email and telephone Monday through Friday from 8am ET – 8pm ET. Agency users shall have direct access to an assigned client account manager that will become the single point of contact for any concerns that may arise.

Optional Services

Additional customizations can be performed at an hourly fee of **$175/hour**.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
Andrea Pullos, Project Manager

TITLE:

Contract: Meadowbrook Expansion Construction (Big-D)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize the Executive Director to execute the contract and associated disbursements for the Meadowbrook Expansion Construction Project to Big-D Construction in the amount of $3,145,914.
BACKGROUND:	An RFP was issued for the construction of a building expansion for Maintenance Bays at the Meadowbrook Facility. The Contractor selected will construct 7 additional bays adjacent to Building 3 as well as provide all the necessary building and grounds adjustments to accommodate the expansion. The need for expansion at this location is essential to the state of good repair for the Bus system.

DISCUSSION:	An RFP was issued for this project in order to ensure that UTA received not only a competitive cost on the project but also had a well- qualified contractor. The technical portion of the proposal was analyzed and rated by the evaluation team prior to the opening of price proposals. Thirty percent of the scoring was based on evaluation of the technical proposal and seventy percent was based on evaluation of the cost proposal. The cost evaluation was further divided into analysis of both stated price and cost realism. The cost realism evaluation involved an analysis of how well the offeror understood the scope of effort and resources required to complete the project. Big-D Construction received the highest total evaluated score considering both technical and cost factors. Its proposed price came in lower than the engineers estimate An Advance Work Agreement was signed April 12, 2021 for $199,963 to allow the contractor to begin the process of ordering joists since steel now has a very long lead time to obtain and to begin the soil investigation to determine if geopiers can be used. The contract is for the remainder of the bid amount for a total cost of $3,145,914.
CONTRACT SUMMARY:	
Contractor Name:	Big-D Construction
Contract Number:	20-03402VW
Base Contract Effective Dates:	April 28, 2021 - March 31, 2022
Extended Contract Dates:	n/a
Existing Contract Value:	n/a
Amendment Amount:	n/a
New/Total Amount Contract Value:	$3,145,914
Procurement Method:	RFP
Funding Sources:	UTA
ALTERNATIVES:	If this contract does not move forward at this time, Utah Transit Authority may lose out on significant cost savings by missing the summer construction window between periods of ski service and being subject to the rising costs of steel and concrete.
FISCAL IMPACT:	The project Funding for the project is included in UTA's approved 2020 and 2021 Capital budgets.
ATTACHMENTS:	1. Big-D Construction Contract

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CONSTRUCTION SERVICES AGREEMENT

20-03402VW

Meadowbrook Bay Expansion

This Construction Services Agreement 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 Big-D Construction Corp. ("Contractor").

RECITALS

A. UTA desires to hire Contractor to construct a seven (7) bay expansion to the Meadowbrook Maintenance Facility including the purchase and installation of bus lifts per the Specifications and Bid Schedule to include but not limited the Statement of Work contained in Exhibit A.

B. On February 16, 2021, UTA issued Request for Proposal Package Number 20-03402VW ("RFP") encouraging interested parties to submit proposals to perform the work described in the RFP (the "Work").

C. 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 perform the Work.

D. 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 herefrom, 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 Work 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.
b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

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c. All Work shall conform to generally accepted standards for construction 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.

2. MANAGEMENT OF WORK

a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.
b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

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 so as to conform to the Contract requirements.
g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, UTA may (without limiting or waiving any rights or remedies it may have), after a notice and opportunity to cure, perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

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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, 2022. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order or if an extension is otherwise due as provided hereunder. 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

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described Article 5 of the Construction Terms and Conditions attached hereto and also Exhibit B.
b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
c. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

7 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 Construction Services Agreement
    2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
    3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

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4. 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 Construction Services;

b. The above-referenced documents are made as fully a part of the Contract as if attached hereto.

8. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Contractor under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

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 operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the

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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.

11. **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.
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 Contractor'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.

13. **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 Contractor'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 subcontractors utilized in the performance of the Work at any tier. The following shall only be subject to audit to confirm they were billed in compliance with the stipulated rates: lump sum change orders, lump sum subcontracts, insurance rates, equipment rates, and labor rates.

14. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors 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.

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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.

15. **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.

16. **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 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 obligations of Contractor shall not apply to the extent that claims are caused by the acts or omissions of UTA or the Indemnitees.

17. **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

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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 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 Utah Transit Authority shall 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, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional errors and omissions of the Contractor arising out of its work disciplines typically insured under such insurance.

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; and that either continuous coverage will be

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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 included 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 in 17.A.1 and 2 above 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 the same name and address as listed on the certificates of insurance required in 17.E. below.

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.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.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 insurancecerts@rideuta.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

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by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate for equivalent coverage as required in 17.A.1. Sub-contractors maintaining separate insurance shall include Utah Transit Authority as an additional insured on their policy.

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

18. **OTHER INDEMNITIES**

a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

19. **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.

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20. **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.

21. **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 8. 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 and to the Contract.

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, and denied Potential Change Notices shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director/Contractor Equivalent	Five calendar days
UTA's Chief Officer/Contractor Equivalent	Five calendar days

For purposes of triggering the timing in this section, a request for change order or Potential Change Notice shall be deemed to be disputed after UTA confirms that it is denied in its entirety. Neither (i) a request to revise and resubmit a request for change order nor (ii) a request for additional information shall be deemed to trigger this process.

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, than 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

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governing law provisions of this contract.

22. **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.

23. **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.

24. **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.

25. **NOTICES OR DEMANDS**

Routing project correspondence may be transmitted via email. Any formal notice or demand to be given by one party to the other, such as a notice of default or a claim, 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: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
Attn: Legal Counsel
699 West 200 South
Salt Lake City, UT 84101

If to Contractor:
Big-D Construction Corporation
404 West 400 South
Salt Lake City, UT 84101

a. 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.

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b. Notwithstanding Section 23.1, the parties may develop alternative electronic 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.

26. **CONTRACT ADMINISTRATOR**

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

27. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES

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

28. COSTS AND ATTORNEYS 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

29. **NO THIRD PARTY BENEFICIARY**

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

30. 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.

31. **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

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provisions of this Contract.

32. 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.

33. AMENDMENTS

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

34. **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.

35. **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.

UTAH TRANSIT AUTHORITY:	**CONTRACTOR:**
By:	By: DocuSigned by: Richard T Hazel, Sr. Vice President Big-D F4CDEC47E10344D...
Mary DeLoretto	Richard T. Hazel
Chief Service Development	Sr. Vice President
Date:	Date: 4/5/2021
	Federal ID: 87-0361918
By:	
Carolyn Gonot	
Executive Director	
Date:	

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Approved as to Content and Form

DocuSigned by:
Michael Bell
70E33A415BA44F6...
Date: 4/5/2021

Mike Bell, AAG State of Utah
And UTA Legal Counsel

DocuSigned by:
Andrea Pullos, Project Manager III
2039AEA028E543D...
Date: 4/5/2021

Reviewed and Recommended
Andrea Pullos, UTA Project Manager

UTA Project Code 20-03402VW

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Construction Standard Terms & Conditions
20-03402VW Meadowbrook Bay Expansion

ARTICLE 1

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

"Agreement" means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

"Application for Payment" shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

"Basis of Design Documents" means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

"Claim" has the meaning indicated in Section 8.1 of these General Conditions.

"Construction Documents" means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

"Contract Documents" means those documents designated as Contract Documents in the Agreement.

"Contract Times" means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

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"Contractor" means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a Design-Builder, general contractor, Construction Manager/General Contractor, or other type of entity.

"Day" means a calendar day unless otherwise specifically noted in the Contract Documents.

"Differing Site Condition" has the meaning indicated in Section 3.2 of these General Conditions.

"Final Completion" has the meaning indicated in Section 4.7 of these General Conditions.

"Force Majeure Event" means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor's failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

"General Conditions" means this document.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

"Potential Change Notice" has the meaning indicated in Section 7.3 of these General Conditions.

"Project" means the construction project described in the Agreement.

"Punchlist" means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

"Schedule of Values" means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used

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for preparing and reviewing invoices.

"Site" means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

"Subcontractor" means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor's obligations under the Contract Documents.

"Substantial Completion" or **"Substantially Complete"** has the meaning indicated in Section 4.6 of these General Conditions.

"Work" means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2
Contractor's Services

2.1 General Services.

2.1.1 Contractor's Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor's Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA's review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

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2.2 Design Services. If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design consultants procured by Contractor.

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and portion of the Work prior to completion of the Construction Documents for the entire Work.

2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction

2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings,

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depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 **Government Approvals, Permits, and Legal Requirements.**

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain ~~and pay~~ for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 **Construction Services.**

2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

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2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 **Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.**

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2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in the UTA Design Quality Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, after notice and an opportunity to cure, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements.

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Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts reasonably incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents.

ARTICLE 3
Bond Requirements

3.1 The contractor shall provide the following bonds:

3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five

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percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

3.1.2 A Performance Bond equal to 100% of the Contract Price; and
3.1.3 A Payment Bond equal to 100% of the Contract Price.

ARTICLE 4
Site Conditions

4.1 **Hazardous Materials.**

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

4.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.

4.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

4.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

4.2 **Differing Site Conditions.**

4.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are

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of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5
Payment

5.1 **Schedule of Values.**

5.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

5.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

5.2 **Application for Payment.**

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

5.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

5.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the

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Project, or upon Contractor's receipt of payment, whichever occurs earlier.

5.3 **Sales Tax Exemption**

5.3.1 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.

5.4 **UTA's Payment Obligations.**

5.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

5.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

5.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

5.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

5.5 **Contractor's Payment Obligations.**

5.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

5.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

5.6 **Substantial Completion.**

5.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or

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"Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

5.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

5.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

5.6.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

5.7 **Final Payment.**

5.7.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

5.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

5.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

5.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty

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assignments and other deliverables required by the Contract Documents; and

5.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

5.7.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 6
Indemnification and Loss

6.1 **Patent and Copyright Infringement**. If the Work includes any design services, provisions 6.1.1 through 6.1.3 apply.

6.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

6.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

6.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations

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furnished or incurred for or in connection with the Work. To the extent that Contractor has been paid all amounts then due, within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

6.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

6.3.2 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 has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

6.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

ARTICLE 7
Time

7.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

7.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as

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provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule; (ix) any impacts to the Work, including supply chain disruptions, arising from the COVID 19 Global pandemic or similar event, including any adjustments to work plans arising from regulations of any governmental authority.

7.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 8
Changes

8.1 **Change Orders.**

8.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

8.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

8.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

8.2 **UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

8.3 **Constructive Changes.**

8.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

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8.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

8.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

8.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

8.3.5 To the extent that UTA denies a Potential Change Notice, UTA shall provide the Contractor with written notice of such denial. Receipt of such denial shall trigger the timing provisions in Section 21 of the Agreement.

8.4 Direction or Authorization to Proceed.

8.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed ("DAP"). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

8.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

8.4.3 When either party determines that no agreement is likely upon a DAP, that party must notify the other party in writing. Such written notification shall trigger the timing provisions in Section 21 of the Agreement.

8.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information ("RFI") process to be developed for the Project. The RFP process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

8.6 **Contract Price Adjustments.**

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8.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

8.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

8.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

8.6.1.3 Costs, General Conditions cost @ $1,190 per day for impact to schedule, fees, and any other markup rates set forth in the Agreement; or

8.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 8.6.1.1 through above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

8.6.1.4 For any change of the Work an Overhead and Profit rate of ten percent (10%) plus a Fee of seven tenths of one percent (.7%) for Payment and Performance Bonds will be added to the total cost of work.

8.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

8.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Contractor’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

8.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 9. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

8.8 **Emergencies**. In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 9

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Claims and Claim Resolution

9.1 **Claims.**

9.1.1 "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 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

9.1.2 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.

9.2 **Claim Resolution.**

9.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 10
Suspension and Termination

10.1 **UTA's Right to Stop Work.**

10.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

10.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

10.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

10.2 **UTA's Right to Terminate for Convenience.** Upon written notice to Contractor, UTA may, for

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its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

10.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

10.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

10.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

10.3 **UTA's Right to Terminate for Cause; Other Remedies for Default.**

10.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

10.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

10.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days

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following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

10.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

10.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the reprocurement and defense of claims arising from Contractor's default.

10.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

10.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

10.4 **Bankruptcy of Contractor.**

10.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

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10.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

10.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

10.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 11
Value Engineering

11.1 **Value Engineering Change Proposals.**

11.1.1 A Value Engineering Change Proposal ("VECP") is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

11.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

11.1.3 Contractor must include the following information in any VECP:

11.1.3.1 A narrative description of the proposed change,

11.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

11.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

11.1.3.4 Justification for changes in function or characteristics of each item and effect of

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the change on the performance on the end item;

11.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

11.1.3.6 Costs of development and implementation; and

11.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

11.2 **Review and Approval of VECPs**

11.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

11.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

11.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

11.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 12
Health Insurance

12.1 **Insurance Coverage for Employees.**

12.1.1 If the Contract Price is $2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, 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 Contractor's employees and the employee's dependents during the duration of the Contract.

12.2.1 If the Contractor enters into any subcontracts under the Contract Documents in an amount of $1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for

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the subcontractor's employees and the employee's dependents during the duration of the subcontract

ARTICLE 13
Miscellaneous

13.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

13.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.

13.3 **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 or the proceeds under the Contract Documents without specific written authorization by UTA.

13.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

13.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

13.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

13.7 **Attorneys Fees and Costs**. 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.

13.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the

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Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.12 **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.

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Exhibit A– Scope of Work

Contractor shall provide labor and material to meet the specifications in Exhibit D. Construct a seven (7) bay expansion to the Meadowbrook Maintenance Facility per plans and specs including the purchase and installation of bus lifts.

An Advance Work Agreement was executed between the Parties on 4-12-21 for performance of preliminary tasks as described below:

Begin Construction on the Meadowbrook Maintenance Bay expansion.

- *Excavate around the footings so soils may be sampled to determine how to move forward with the construction of the footings. This will include all items necessary to accomplish this goal.*
- *Provide necessary engineering and information to prepare submittals etc. and order joists to ensure the manufacturer completes them in time.*
- *Performance and Payment Bonds and insurances for the full amount of the Contract since these costs must be paid prior to starting the Project.*

Compensation was provided for these these preliminary tasks under the Advance Work Agreement in the amount of $199,963.84 which will be deducted from the overall NTE price of this Agreement as shown in Exhibit C.

EXHIBIT B - SCHEDULE

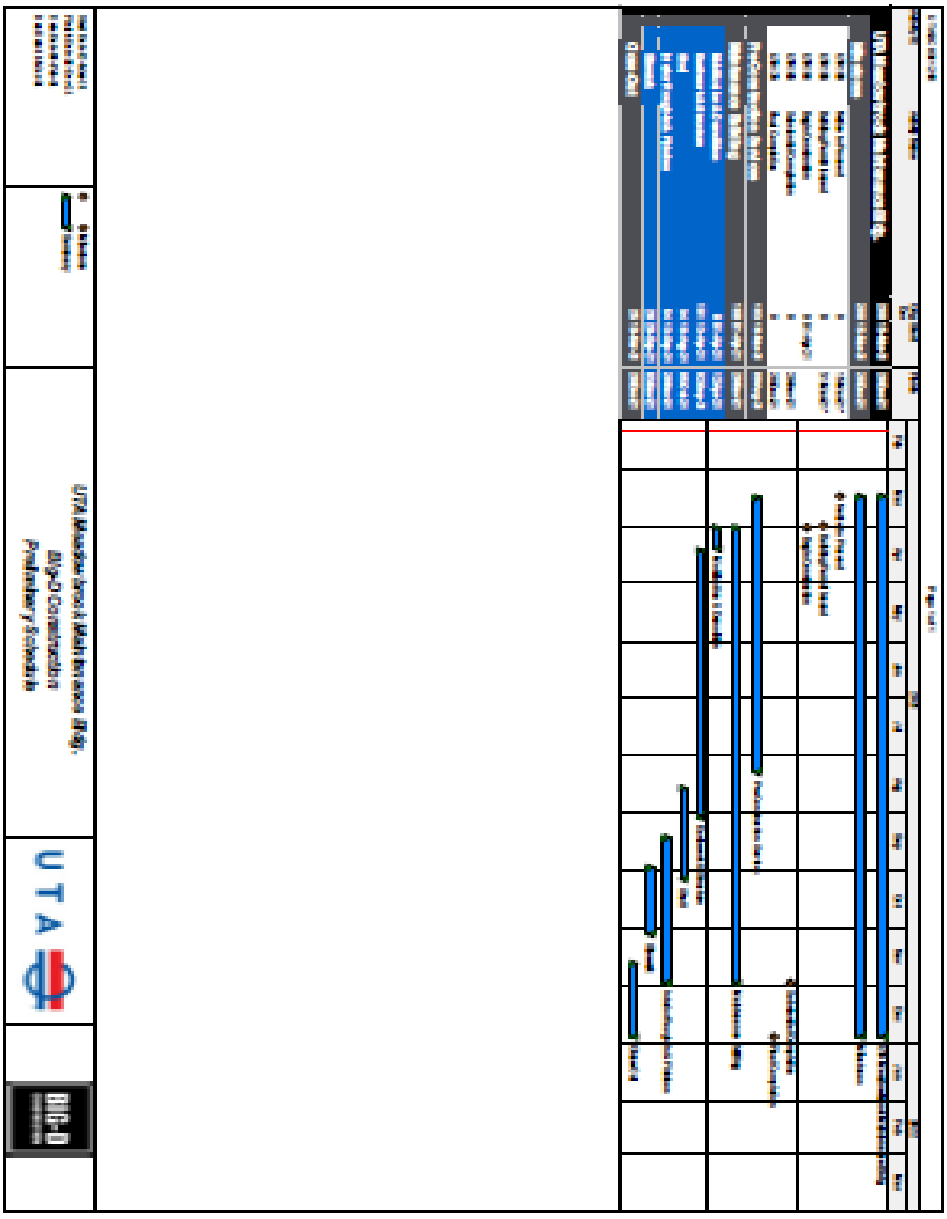

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Exhibit C - PRICING

The total cost show in the table below is a firm fixed Not-To-Exceed cost. Payments shall be made in accordance with Art 5 of the Construction Terms and Conditions.

Meadowbrook Expansion Construction

Maintenance Bay Cost Proposal

General Contractor: Big-D Construction

Summary (see detail below)

	TOTAL
EXISTING CONDITIONS	$ 53,380
CONCRETE	$ 319,537
MASONRY	$ 144,755
METALS	$ 145,571
WOODS & PLASTICS	$ 3,592
THERMAL & MOISTURE PROTECTION	$ 84,025
DOORS & WINDOWS	$ 35,133
FINISHES	$ 130,744
SPECIALTIES	$ 640
EQUIPMENT	$ 1,134,534
FIRE SUPPRESSION	$ 29,160
PLUMBING	$ 203,574
HVAC	$ 192,677
ELECTRICAL	$ 101,906
COMMUNICATION	INCLUDED ABOVE
ELECTRONIC SAFETY & SECURITY	INCLUDED ABOVE
EARTHWORK	$ 199,302
EXTERIOR IMPROVEMENTS	$ 1,237
UTILITIES	INCLUDED ABOVE
GENERAL CONDITIONS	$ 309,230
BONDING	$ 21,748
PROFIT AND OVERHEAD	$ 235,132
CONSTRUCTION TOTAL	**$ 3,345,877**

Less Advance Work Agreement $ 199,963

Contract Total $ 3,145,914

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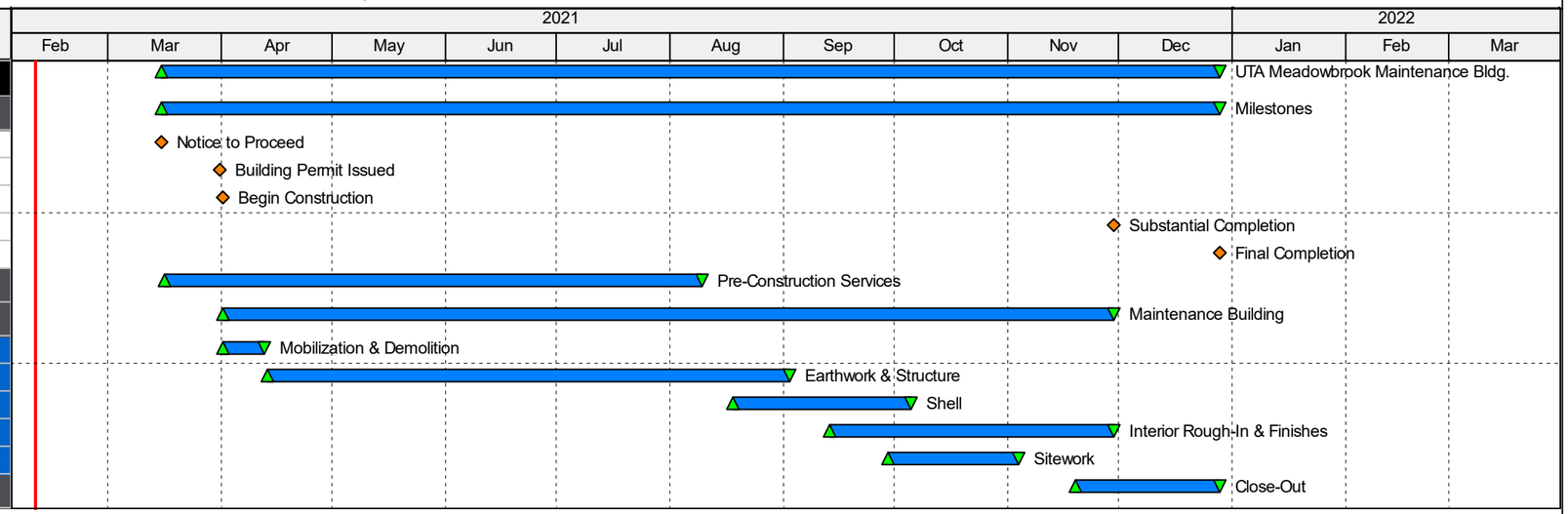
Exhibit D -Plans and Specifications from RFP's "Exhibit A UTA Meadowbrook Building Expansion Plans"

Exhibit B Schedule

UTABC 031121R

Activity ID	Activity Name	Orig Dur	Start	Finish
UTA Meadowbrook Maintenance Bldg.		200	15-Mar-21	28-Dec-21
Milestones		200	15-Mar-21	28-Dec-21
UTA100	Notice to Proceed	0		15-Mar-21*
UTA103	Building Permit Issued	0		31-Mar-21*
UTA104	Begin Construction	0	01-Apr-21	
UTA165	Substantial Completion	0		29-Nov-21
UTA170	Final Completion	0		28-Dec-21
Pre-Construction Services		103	16-Mar-21	09-Aug-21
Maintenance Building		168	01-Apr-21	29-Nov-21
Mobilization & Demolition		8	01-Apr-21	12-Apr-21
Earthwork & Structure		101	13-Apr-21	02-Sep-21
Shell		34	18-Aug-21	05-Oct-21
Interior Rough-In & Finishes		54	13-Sep-21	29-Nov-21
Sitework		26	29-Sep-21	03-Nov-21
Close-Out		25	19-Nov-21	28-Dec-21



Start Date 15-Mar-21
Finish Date 28-Dec-21
Data Date 09-Feb-21
Run Date 11-Mar-21

Milestone
Summary

UTA Meadowbrook Maintenance Bldg.
Big-D Construction
Preliminary Schedule

UTA

BIG-D CONSTRUCTION

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Dan Harmuth, IT Director
PRESENTER(S): Dan Harmuth, IT Director & Alisia Wixom, IT Project Manager

TITLE:

Change Order: Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) Contract Extension (Talrace LLC)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve the contract modification and authorize the Executive Director to execute the contract and associated disbursements in the amount of $165,000 with Talrace, LLC.

BACKGROUND:	Included in the 2025 Transit Management Systems (TMS) Program is the Yard and Tai Tracks project that will assist UTA's Rail Planners by automating the number of Trax cars that are scheduled to run based on historical ridership information and the upcoming calendar of events. In December 2019, a CAD/AVL contract was bid and awarded to Talrace LLC for 3,000 hours of development to complete the mapping component of the CAD/AVL system which included Yard and Tail Tracks. The total contract value was $82,500 with 2019 CAPEX funds ICI 197. The first phase was awarded as a pilot phase to track performance. Because of the success of the first phase, a second phase of the contract for $199,980 was executed with a sole source procurement funded with 2020 CAPEX funds from ICI217. In the second phase, all existing features of the CAD/AVL solution were re-written. Additionally, a minimal set of features relating to Yard and Tail Tracks was completed and delivered to the Rail Planners. This request is for a modification of the Talrace contract for the TMS program. The focus of this effort will be to add to the Yard and Tail Tracks (YTT) functionality to increase savings by (1) Allowing YTT edits to carry over week to week, (2) Adding functionality that will allow additional YTT routes to be added and connected with Trapeze, and (3) Continued automation of the YTT "cuts and adds", which is the most challenging component of this project and provides the greatest operational cost savings. Additionally, the scope of this project includes rewriting the OPUS program that is used by TRAX Controllers to determine where the Trax trains are, and if they are running on schedule. As currently written, OPUS is unstable and not supportable with older technology toolsets.
DISCUSSION:	Talrace has performed exceptionally well in Phase I and II, delivering all items on time and as requested. A Sole Source request was approved by the Sole Source Review Board to continue the project. This will allow the developers at Talrace to continue their development work by improving on the features that have been delivered and implementing additional features not delivered in 2020. By doing a sole source contract for this phase it allows us to maintain the TMS program timeline and capitalize on the knowledge that the existing Talrace developers have, eliminating the time, cost, and risk that onboarding a new development team creates. This request is for $165,000 for 5,500 hours at a contract rate of $30 per hour, bringing the entire contract value $447,480. As a part of the sole source request a cost/benefit analysis was performed and different options were evaluated. Continuing with the existing development group will save approximately $253,500 in cost avoidance over using another firm in additional hours that would be needed to get up to speed and higher rates. The Project Manager requires the developers to check in daily, Monday through Friday at 8:00 am to ensure they are meeting on-time delivery performance. Weekly reviews are required to outline what work the team will focus on for the week. Every two weeks the developers are required to provide deliverable increment of work /functionality to review with the UTA business stake holders for their testing and approval.
CONTRACT SUMMARY:	

Contractor Name:	Talrace, LLC
Contract Number:	20-03250
Base Contract Effective Dates:	12/2019-12/31/2020
Extended Contract Dates:	5/1/2021 - 01/15/2022
Existing Contract Value:	$282,480
Amendment Amount:	$165,000
New/Total Amount Contract Value:	$447,480
Procurement Method:	Sole Source
Funding Sources:	2021 Capital Budget
ALTERNATIVES:	An RFP would be issued.
FISCAL IMPACT:	More than $250,000 in cost avoidance compared to alternative approaches.
ATTACHMENTS:	1) Contract Modification

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MODIFICATION NUMBER ONE
TO CONTRACT 20-03250CG

This Modification Number One to the Contract Agreement is hereby entered into and made effective as of the date of the 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, (hereinafter "UTA") and Talrace (hereinafter "Contractor").

RECITALS

WHEREAS, on March 31, 2020 UTA entered into a contract for the Rewrite of Computer Added Dispatch (CAD)/Automatic Vehicle Location (AVL) Software; and

WHEREAS, during implementation of the System it was determined that additional services for programming to complete this project, identified as Phase 2 is required; and

WHEREAS, the Contractor has agreed to perform these services; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

CONTRACT AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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: Contractor shall perform all services as set forth in the Scope of Services – Attachment C, attached. Contractor shall provide all labor, materials and incidentals necessary for the work. All work shall be in accordance with the original contract terms and conditions.

2. Period of Performance: Work will commence as of the effective date of this modification and will continue for approximately nine (9) months or an estimated January 15, 2022.

3. Consideration: Contractor shall be reimbursed at the rate of $30.00 per hour for estimated hours of 5500 for a not to exceed of $165,000.00, as identified in Attachment D, attached. The total amount of the contract is hereby increased by $165,000 from $282,480.00 to a new total estimated amount of $447,480.00.

4. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

TALRACE:

DocuSigned by:
44CB72ADE14742D...

Name

Title

3/16/2021

UTAH TRANSIT AUTHORITY:

Carolyn M. Gonot
Executive Director

Alisha Garrett
Chief Enterprise Strategy Officer

Daniel Harmuth
IT Director

DocuSigned by:
361F16F838704A9...

Michael Bell
Assistant Attorney General

DocuSign Envelope ID: 7FCFC2EA-EA08-4611-9BFD-9E3F3914C317

EXHIBIT C
SCOPE – YTT Phase 2

New Features:

#1 The Pull-Out and Pull-In moves need to be addressed to allow the business to fully use the 2020 Application Development: These edits do not carry over to the next week so there is an extensive amount of editing to both the Pull-In and Pull-Out's for each day.

- Based on the first two stations, the program would automatically put in the routing information (we would probably need a set up screen like we do for other items such as limitations and EOL capacity) where we could enter the first two stations then routing instructions, with the program then plugging that information in automatically for all trains that have those two first stations.
- Pull-out times should generally be 5 minutes before the first time point (the times currently pulling into the tool are more than 5 minutes before the first time point). However, it would be good to include an option on the pull-out instruction screens that would allow us to put in how many minutes before the first station are needed.
- For example, in the pull-out information screen, we would probably need something like the following:

First Station	Second Station	Time Needed Before Time Point (at 1st station)	Routing
Central Point	Millcreek	5	Depart Yard EB via Z10 to Central Point SB Platform. Change Ends & Depart SB to Daybreak
Central Point	Ballpark	5	Depart Yard EB Via Z10 NB at CP
Central Point	South Salt Lake	7	Depart Yard EB via Z10 to S-Line

If two pull-out times are the same from the same yard, the program would need to shift one of the times by 1 or 2 minutes. Trains usually pull out exactly when scheduled.

Pull-In:

The time should be the exact time of the last time point (the times currently pulling into the tool have later times). In the pull in section, it is OK for several trains to have the same pull in time (that is because they will come from different tracks, and Controllers generally do pull-in on a first come, first served basis, since trains usually vary a little on their schedule as they travel down the line and often don't arrive at the exact scheduled pull in time).

The Business would prepare that the routing automatically pull-in based on the last two stations (which would also require a background data set up screen).

Last Station	Prior Station	Routing
Central Point	Millcreek	Return to yard via U8/U12/Z6
Central Point	Ballpark	Return to yard via U6/Z6
Central Point	South Salt Lake	Return to yard via SH2/Z6

#2 **Monthly Summary Page Print-Out** Option for the Event Calendar (11 x 17)

#3 **Add functionality that will allow additional routes added through Trapeze to be managed through YTT.**

#4 Automation of Cuts and Adds:

This is the most challenging component of this project; the goal is that the program will

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- Develop the code that recognizes how many cars are (always) available at each Yard and Tail Track.
- Code should recognize when a Tail Track is full, and then sift cuts to other tail track or EOL, as well as know which Tail Track cars can be added from.
- Code will include logic to account for when there are not enough cars and be able to determine which trains have priority.

Because this is the most challenging component of the project, the items listed above are the goal with the realization that some modification may be necessary, and the result may vary from what is listed above.

#5 **Rewrite of OPUS:**

OPUS is a program that TRAX Controllers use to see where the trains should be and if they are running on schedule. The person that initially wrote this program was not a developer and is no longer at UTA, because there is not the ability to support OPUS, one component of this project is to rewrite this application in a way that useful to the business, is secure and supportable by the I.T. Department.

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EXHIBIT D
PRICING

Cost estimation:

Field Activity	Hours	Resources	Hourly Rate	Total Cost
Analysis of architecture, preparation of workflow for new functionality	200	Tech Project Manager, Team Lead, Software Engineers, QA, Designer	$30.00	$6000.00
Create design mockups	200	Designer; Tech Project Manager	$30.00	$6000.00
1776 As a user, I want to be able to change the YTT Moves/Am/PM/Pull-out/Pull-in/Comments for a single day without it affecting future days.	400	Tech Project Manager, Team Lead, Software Engineers	$30.00	$12000.00
1942 As a user, I want the changes I make on the pull-out page to copy to future weeks.	600	Tech Project Manager, Team Lead, Software Engineers	$30.00	$18000.00
1943 As a user, I want the changes I make on the pull-in page to copy to future weeks.	80	Tech Project Manager, Software Engineers	$30.00	$2400.00
1944 As a user, I want to be able to manually add trains to the AM/PM Moves sections.	400	Tech Project Manager, Software Engineers	$30.00	$12000.00
1945 As a user, I want the manually added trains in the AM/PM Moves section to copy to future weeks.	400	Tech Project Manager, Team Lead, Software Engineers	$30.00	$12000.00
1992 As a user, I want to be able to duplicate an event and not have the word "copy" added to the copied event.	20	Tech Project Manager, Software Engineers	$30.00	$600.00
1993 As a user, I want the end time of an event to default to 2 hours after the start time that I set.	40	Tech Project Manager, Software Engineers	$30.00	$1200.00
1994 As a user, I need the ability to print a monthly summary of the calendar events.	400	Tech Project Manager, Software Engineers	$30.00	$12000.00
1995 As a user, I need the ability to add a route to the tool that isn't in Trapeze.	400	Tech Project Manager, Team Lead, Software Engineers	$30.00	$12000.00
1996 As a user, I want the system to automatically add the routing information and pull-out time to the pull-out pages.	600	Tech Project Manager, Team Lead, Software Engineers	$30.00	$18000.00
1997 As a user, I want the system to automatically add the routing information to the pull-in tab.	80	Tech Project Manager, Software Engineers	$30.00	$2400.00
Creation of the workflow documentation	200	Tech Project Manager, QA, Software Engineers	$30.00	$6000.00

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Update DevOps environments	180	DevOps Engineer, Team Lead	$30.00	$5400.00
Quality assurance	800	Tech Project Manager, QA	$30.00	$24000.00
Meetings, standups, communication, status reports	500	Tech Project Manager, Team Lead, Software Engineers, QA, Designer	$30.00	$15000.00
	5500			$165000.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
David Hancock, Director of Capital Construction

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract - Task Order #14 - 1300 West Mid Jordan TRAX Line Embedded Grade Crossing Replacement (Stacy and Witbeck Inc.)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve task order to on-call maintenance contract and authorize Executive Director to execute contract and associated disbursements in the amount of $234,334.00 with Stacy and Witbeck, Inc. to replace one grade crossing.
BACKGROUND:	UTA solicited for on-call services to construct, rehabilitate, and replace various elements of our infrastructure to meet our state of good repair needs and to provide other improvements. The master On-Call Infrastructure Contract was awarded to Stacy and Witbeck, Inc. in January of 2021. As various tasks are assigned, individual tasks meeting the approval threshold will be brought to the Board for approval.
DISCUSSION:	As part of the planned activities this year, UTA desires to replace the 1300 West Mid Jordan TRAX line grade crossing. The grade crossing is approaching the end of its useful life. If approved, the crossing is scheduled to be replaced in May. If approved, this will enable UTA to lock in the schedule of the contractor and procure materials required for the replacement activity. The contract amendment amount for this planned construction is $234,334.
CONTRACT SUMMARY:	
Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A

Existing Contract Value:	$2,847,036.00
Amendment Amount:	$234,334.00
New/Total Amount Contract Value:	$3,081,370.00
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2021 Budget
ALTERNATIVES:	If we do not replace the grade crossing, customer ride quality will deteriorate. If we defer to failure light rail service will be impacted.
FISCAL IMPACT:	This budget is included in the 2021 Capital Program.
ATTACHMENTS:	1) Contract Task Order #14

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TASK ORDER NO. 14

TASK ORDER NAME: 1300 West Embedded Grade Crossing

PROJECT CODE: SGR393 40-7393.68912

This is Task Order No. 14 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #14 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2021. The Final Acceptance Date for this Task is December 31st, 2021.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $234,334.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

By: _____
Carolyn M Gonot, Executive Director Date
> $100,000

By: _____
Mary DeLoretto, Chief Service Development Officer Date
< 100,000

By: _____
David Hancock, Director of Asset Mgt. Date
< $50,000

By: _____
Kyle Stockley, Project Manager Date
< $10,000

DocuSigned by:
Mike Bell
381F16F83B704A9...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: _____

Date: _____

DocuSign Envelope ID: A5D62CB3-580E-49FD-BFDC-E540FEDEF788

Stacy and Witbeck

March 29, 2021 On Call Services

Mr. Dave Hancock
Director of asset Management
Utah Transit Authority
2264 South 900 West
Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 21-607 - 1300 West Embedded Grade Crossing

Dear Dave:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 1300 West on the TRAX Mid-Jordan Line with 136 TF of embedded track crossing. The existing rail will be replaced with new 115# rail, provided by UTA. Stacy and Witbeck has assumed the replacement will take place while UTA service single tracks around the work zone. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and Signals out of service

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place while UTA service single tracks around the work zone
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $16,314.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

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Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $1,976.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $2,458.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $6,866.00 – This bid item includes cost to provide travel arrangements and subsistence for 5 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $6,060.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of $1,129.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 7500 South.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,516.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 1300 West Embedded Grade Crossing – 136 TF - $1,125.00 Per TF – Total $153,000.00 – This bid item includes the following items.

- Item 7010 – Traffic and Pedestrian Control - Includes full closure and detour of 1300 West and necessary detours.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base with Fabric - Includes geo-grid fabric and aggregate base course under the embedded track, AC pavement, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 146 SY of AC paving between the tracks and to tie into the existing roadway on the north and south sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb - Includes subgrade prep for 300 SF of sidewalk and 39 LF of curb on both sides of the street as required to complete the work.
- Item 7060 –Handle Track Materials - Includes rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail and ties.
- Item 7070 – Thermite Welding - Includes 8 each 115# rail thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 136 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96”x 15” track slab, rather than an 84” x 15” track slab.
- Item 7090 – Ballasted Track Construction - Includes 15 TF (60 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections.

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Stacy and Witbeck

Bid Item 7100 – Stabilization Rock/Fabric – 60 CY - $298.00 Per CY – Total $17,880.00 – Includes 60 CY of stabilization rock and geo-grid fabric to stabilize grade beneath tracks. This also includes the removal and disposal of stabilization excavation.

Bid Item 10000 – Mobilization – 1 LS – Total $7,787.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $16,348.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$234,334.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

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03/18/2021 7:35
21-607 1300 West Embedded Crossing
*** Collin Christensen, CC

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	16,314.00	16,314.00
1100	Permits & Regulatory Approvals	1.000	LS	1,976.00	1,976.00
2000	Safety Program & Administration	1.000	LS	2,458.00	2,458.00
2500	Key Personnel Travel & Subsistence	1.000	LS	6,866.00	6,866.00
3000	QC Program & Testing	1.000	LS	6,060.00	6,060.00
5000	Traffic & Pedestrian Control	1.000	LS	1,129.00	1,129.00
6000	Construction Survey/Layout	1.000	LS	4,516.00	4,516.00
7000	7500 South Embedded Grade Crossing	136.000	TF	1,125.00	153,000.00
7100	Stabilization Rock/Fabric - 18 inch depth	60.000	CY	298.00	17,880.00
10000	Mobilization	1.000	LS	7,787.00	7,787.00
		Subtotal			$217,986.00
100000	Fee (7.5%)	1.000	LS	16,348.00	16,348.00
		Bid Total	========>		$234,334.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
David Hancock, Director of Capital Construction

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract - Task Order #15 - 2700 West Mid Jordan TRAX Line Embedded Grade Crossing Replacement (Stacy and Witbeck Inc.)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve task order #15 to On-Call Infrastructure Maintenance Contract and authorize Executive Director to execute task order and associated disbursements with Stacy and Witbeck, Inc. to replace one grade crossing at 2700 West on the Mid Jordan TRAX line.
BACKGROUND:	UTA solicited for on-call services to construct, rehabilitate, and replace various elements of our infrastructure to meet our state of good repair needs and to provide other improvements. The master On-Call Infrastructure Task Ordering Agreement was awarded to Stacy and Witbeck, Inc. As various tasks are assigned, individual tasks meeting the approval threshold will be brought to the Board for approval.
DISCUSSION:	As part of the planned activities this year, UTA desires to replace the Mid Jordan TRAX line grade crossing at 2700 West. The grade crossing is approaching the end of its useful life. If approved, the crossing is scheduled to be replaced in May. This approval will enable UTA to lock in the schedule of the contractor and procure materials required for the replacement activity. The work performed under this Task Order has been determined to be within the scope of the master On-Call Infrastructure Maintenance Contract. A price analysis and an independent cost estimate have been performed in order to verify that the price of this Task Order No. 15 is fair and reasonable. The contract task order amount for this planned construction is $298,229.
CONTRACT SUMMARY:	
Contractor Name:	Stacy and Witbeck Inc.

Contract Number:	20-03349
Base Contract Effective Dates:	February 2, 2021through December 31, 2023 plus two additional one-year options.
Extended Contract Dates:	Click or tap here to enter text.
Existing Contract Value:	$3,081,370.00
Amendment Amount:	$298,229.00
New/Total Amount Contract Value:	$3,379,599.00
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2021 Budget
ALTERNATIVES:	If we do not replace the grade crossing, customer ride quality will deteriorate. If we defer to failure light rail service will be impacted.
FISCAL IMPACT:	This budget is included in the 2021 Capital Program.
ATTACHMENTS:	1) Contract Task Order #15

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TASK ORDER NO. 15

TASK ORDER NAME: 2700 West Embedded Grade Crossing

PROJECT CODE: SGR393 40-7393.68912

This is Task Order No. 15 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #15 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2021. The Final Acceptance Date for this Task is December 31st, 2021.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $298,229.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

By: _____
Carolyn M Gonot, Executive Director Date
> $100,000

By: _____
Mary DeLoretto, Chief Service Development Officer Date
< 100,000

By: _____
David Hancock, Director of Asset Mgt. Date
< $50,000

By: _____
Kyle Stockley, Project Manager Date
< $10,000

DocuSigned by:
Mike Bell
361F16F838704A9...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: _____

Date: _____

DocuSign Envelope ID: CC9A61A5-FDAF-4B6F-98D6-B31D2B91025A

Stacy and Witbeck

March 29, 2021 On Call Services

Mr. Dave Hancock
Director of asset Management
Utah Transit Authority
2264 South 900 West
Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349

Subject: 21-608 - 2700 West Embedded Grade Crossing

Dear Dave:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 2700 West on the TRAX Mid-Jordan Line with 136 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place while UTA service single tracks around the work zone. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and Signals out of service

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place while UTA service single tracks around the work zone
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $17,894.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

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Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

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Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $1,982.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $2,600.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $7,793.00 – This bid item includes cost to provide travel arrangements and subsistence for 5 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $7,540.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of $1,132.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 2700 West.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,530.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 2700 West Embedded Grade Crossing – 192 TF - $1,045.00 Per TF – Total $200,640.00 – This bid item includes the following items.

- Item 7010 – Traffic and Pedestrian Control - Includes full closure and detour of 2700 West and necessary detours.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base with Fabric - Includes geo-grid fabric and aggregate base course under the embedded track, AC pavement, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 171 SY of AC paving between the tracks and to tie into the existing roadway on the north and south sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb - Includes subgrade prep for 337 SF of sidewalk and 44 LF of curb on both sides of the street as required to complete the work.
- Item 7060 –Handle Track Materials - Includes rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail and ties.
- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 192 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96”x 15” track slab, rather than an 84” x 15” track slab.
- Item 7090 – Ballasted Track Construction - Includes 15 TF (60 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections.

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801.666.7840 (office) 801.432.7849 (fax)

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Bid Item 7100 – Stabilization Rock/Fabric – 85 CY - $300.00 Per CY – Total $25,500.00 – Includes 85 CY of stabilization rock and geo-grid fabric to stabilize grade beneath tracks. This also includes the removal and disposal of stabilization excavation.

Bid Item 10000 – Mobilization – 1 LS – Total $7,812.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $20,806.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$298,229.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

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03/29/2021 15:49
21-608 2700 West Embedded Grade Crossing
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	17,894.00	17,894.00
1100	Permits & Regulatory Approvals	1.000	LS	1,982.00	1,982.00
2000	Safety Program & Administration	1.000	LS	2,600.00	2,600.00
2500	Key Personnel Travel & Subsistence	1.000	LS	7,793.00	7,793.00
3000	QC Program & Testing	1.000	LS	7,540.00	7,540.00
5000	Traffic & Pedestrian Control	1.000	LS	1,132.00	1,132.00
6000	Construction Survey/Layout	1.000	LS	4,530.00	4,530.00
7000	2700 West Embedded Grade Crossing	192.000	TF	1,045.00	200,640.00
7100	Stabilization Rock/Fabric - 18 inch depth	85.000	CY	300.00	25,500.00
10000	Mobilization	1.000	LS	7,812.00	7,812.00
		Subtotal			$277,423.00
100000	Fee (7.5%)	1.000	LS	20,806.00	20,806.00
		Bid Total ========>			$298,229.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Todd Mills, Director of Supply Chain
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurement
- **Leadership Development Training**
- **SD 100/SD160 Gearbox Overhaul**

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 or 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:	• ***Leadership Development Training.*** This procurement is to contract with a firm to provide leadership and strategy development training services to various levels of the Agency's leadership team. UTA has made great strides with the current leadership development vendor, and thus we want to expand these offerings to better refine our workforce and their skillsets. Funding for this service was included in the 2021 operating budget, and this procurement will be conducted as an RFP where technical criteria will be evaluated and scored in addition to price. (Req. 9293, Kim Ulibarri) • ***SD100/SD160 Gearbox Overhaul.*** This is a procurement for Overhaul of the SD100/SD160 Gearbox systems. The current equipment is aging and having increasing failure rates and maintenance costs, as well as discontinued parts for repair. There are 84 Gearbox systems to be overhauled on the SD100/SD160 light rail fleet. These overhauls are part of our ongoing State of Good Repair program and funds for these overhauls are included in the adopted 2021 Capital Budget. These procurements will be conducted as an RFP and will be scored on technical criteria in addition to price. (Req. 9059, Kyle Stockley)
ATTACHMENTS:	None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Manjeet Ranu, Director of Capital Development

TITLE:

Downtown Salt Lake City TRAX Extensions and Connections Study

AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational item for discussion
BACKGROUND:	In late 2020, Salt Lake City and its Redevelopment Agency (RDA) approached UTA seeking input on potential extensions and connections of TRAX light rail transit service in the western area of downtown, inclusive of the Granary District. This information was requested to support RDA efforts to redevelop, reinvest and revitalize that area of downtown. The Wasatch Front Regional Council's Regional Transportation Plan identifies potential projects that consider TRAX service in the western area of downtown. Prior studies were also considered. To understand a reasonable range of options for planning purposes, UTA prepared a feasibility study (Attachment 1), with input from Salt Lake City, its RDA and certain private sector investment interests, as well as the University of Utah, all of whom were invited to participate by the City and its RDA.

DISCUSSION:	The feasibility study established five goals to reflect the desired objectives of a downtown TRAX extension. Based on those goals, it identified and evaluated three scenarios for extending and connecting additional TRAX service downtown. The feasibility study is largely qualitative in its scope and is adequate for defining the parameters of a potential project to be subsequently developed and evaluated. No modeling nor substantial engineering was undertaken. As such, a preferred scenario or project cannot be selected based on this feasibility study. Project development is needed. Each of the three basic scenarios include design options and all contemplate the addition of new east-west service between Salt Lake City International Airport and the University of Utah. Two scenarios involve different approaches to realigning the Red Line to the west via the "Ballpark Spur" and 400 West rail corridor and then back to 400 South. One scenario takes the Green Line along this corridor and then north to resume its current alignment to the airport. Land use, urban design and placemaking concepts were also suggested for tying together and strengthening Salt Lake Central, with its relatively diffuse collection of transportation modes.
ALTERNATIVES:	N/A
FISCAL IMPACT:	The five-year capital plan would need to be amended with funding sources that have yet to be identified to advance into the project development phase for an estimated amount of $3 million to $4 million in current year dollars. Full capital cost estimates to deliver a project and annual operating costs are described in the report. These costs are unfunded.
ATTACHMENTS:	1. Downtown Salt Lake City TRAX Extensions and Connections Study

Final Report

Downtown Salt Lake City Rail Extensions & Connections Feasibility Study

April 2021

Prepared by WSP USA

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Appendices

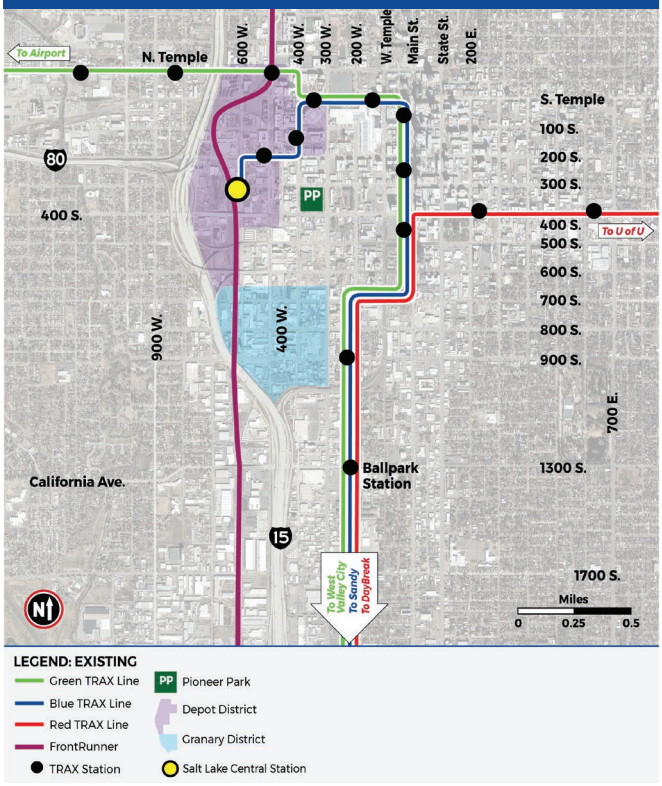
A. Station Area Development Case Studies
B. Conceptual Cost Estimates
C. TRAX Alignment Concepts
D. Current and Future Development Projects in the S.L. Central Station Area

1. Introduction

Salt Lake City is the largest city in Utah and a center of business for the Wasatch Front and the entire Intermountain West. An economic driver for the State and the region, Salt Lake City's population and employment have been growing at a rapid pace. With that growth comes an increase in travel. The City and the region seek to maximize the number of trips made on transit to reduce the effects of growth on highway congestion, air pollution, and greenhouse gas emissions, along with facilitating economic development, redevelopment and adaptive reuse. Transit also provides mobility for those without access to an automobile, and for those who prefer not to drive.

The Utah Transit Authority (UTA) initiated this study to identify and assess opportunities to improve regional connectivity and serve growing areas on the west side of downtown Salt Lake City with light rail. The study builds upon and continues the conversation started in a number of prior studies including the Salt Lake City Redevelopment Agency's (RDA) Downtown Streetcar Study (2010), Salt Lake City's Downtown Plan (2016), Salt Lake City's Transit Master Plan (2017), the Wasatch Front Regional Council's Regional Transportation Plan 2019-2050, and the RDA's Central Station Area Plan (2019).

Figure 1: Existing TRAX System in Downtown Salt Lake City



UTA's existing TRAX light rail system provides 42.5 miles of light rail service in Salt Lake County, with three lines operating at up to 15-minute headways. The three lines are denoted by different colors – Red, Blue and Green – and share a common alignment between Courthouse station in downtown Salt Lake City and 2100 South. The Blue and Green Lines share a common alignment to serve the historic office and retail core of Salt Lake City, clustered near Temple Square and along Main Street between South Temple and 400 South. The Red Line extends east to the University of Utah along the 400 South corridor.

As the City grows, mixed use redevelopment is occurring in downtown, east along the Red Line on 400 South, and to areas south and west of the historic core that are not well served by TRAX, including the Granary and Depot Districts. Salt Lake City is seeking to develop an innovation center near downtown and to take full advantage of development incentives like Opportunity Zones.

This study is focused on TRAX lines and routing within the core area of Salt Lake City, defined as the area between North Temple, I-15, 2100 South, and 300 East. Figure 1 (previous page) illustrates the existing TRAX system within the study area and denotes the location of the Granary District and Depot District redevelopment areas.

TRAX connects with UTA's FrontRunner commuter rail system at two places in the study area – at Salt Lake Central and at the North Temple Bridge/Guadalupe. FrontRunner runs the length of the Wasatch Front, paralleling I-15 and connecting Ogden, Salt Lake City, Provo and Orem. At Salt Lake Central, FrontRunner passengers can transfer to the TRAX Blue Line. The North Temple Bridge station serves transfers between FrontRunner and the Green Line. This study assumes that the FrontRunner tracks and stations will remain in their current location for the foreseeable future.

The purpose of this focused feasibility study is to identify and provide a preliminary evaluation of TRAX routing alternatives (subsequently referred to in this study as investment scenarios) within the study area. Decisions on a preferred alternative or scenario will be made later. The results of this study will be integrated into UTA's concurrent Future of Light Rail study which is assessing opportunities for the regional TRAX system in greater detail, including operational simulations and ridership forecasts.

2. Goals

Five goals were identified to provide a basis for identifying and evaluating TRAX investment scenarios in this study:

1. Enhance regional connectivity via the rail network, reducing transit travel time between major origins and destinations and creating a regional transit hub.
2. Improve rail access to the western area of downtown Salt Lake City, an existing and growing regional employment, cultural, entertainment and residential center.
3. Facilitate synergistic land use, urban design and placemaking in an area of regional and statewide importance.
4. Enhance operations and provide operational redundancy.
5. Advance economic development, improve quality of life, and promote access to equitable opportunities.

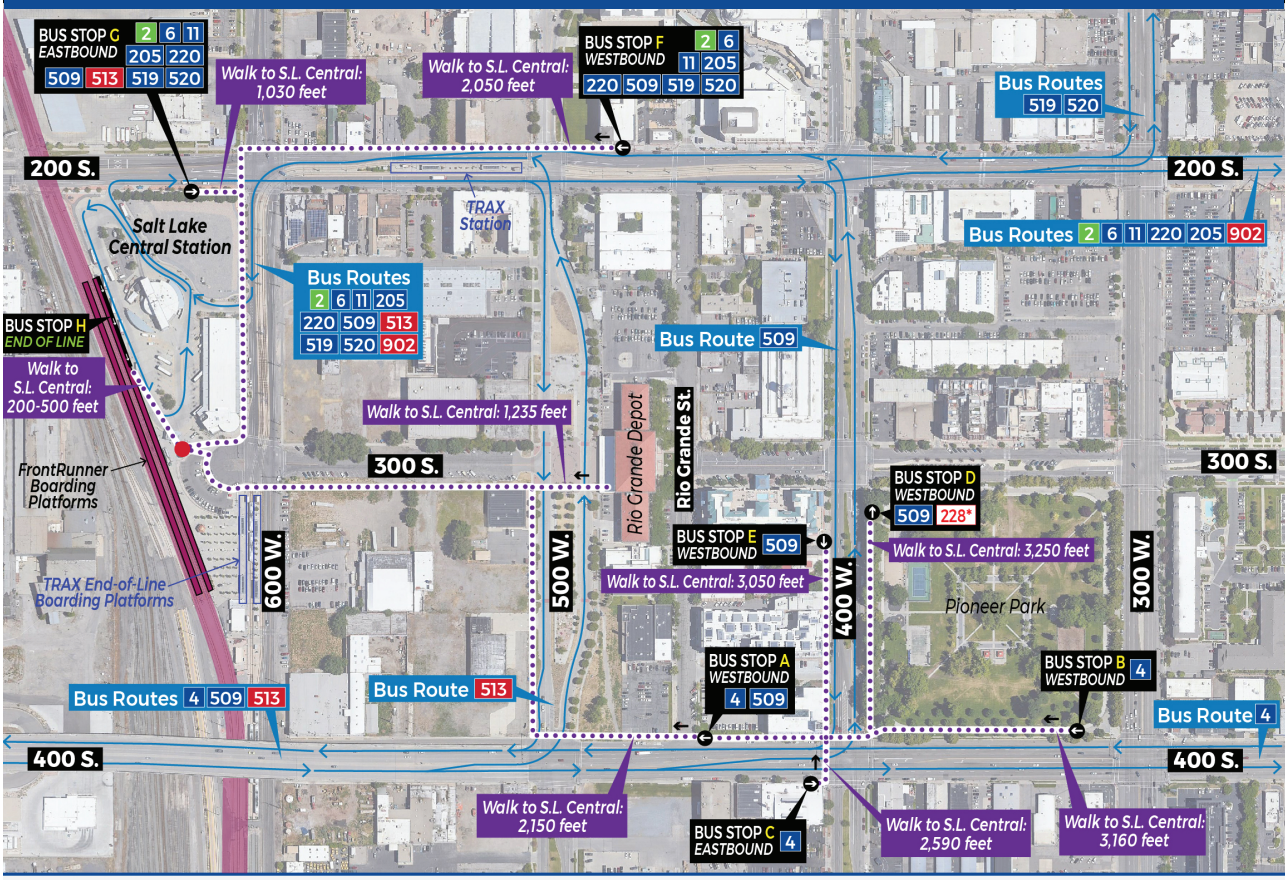
The existing Salt Lake Central station can offer a starting point for developing a regional transit hub that enhances regional connectivity and promotes economic development. Minimalist in design, Salt Lake Central provides connections in a relatively diffused manner between FrontRunner, TRAX, UTA buses, Amtrak and intercity buses. It is currently served by only one TRAX Line, the Blue Line, which operates on 15-minute headways and follows a circuitous path to downtown, making it a less than ideal transfer point for many. A Blue Line trip from Salt Lake Central to City Center Station in the heart of downtown Salt Lake City takes 10 minutes. In 2019, the Salt Lake Central station averaged 992 TRAX boardings per day, less than two percent of all TRAX boardings. The walking distance from Salt Lake Central to City Center is 1.3 miles.

Opportunities to transfer between FrontRunner and UTA buses also exist near Salt Lake Central. Figure 2 identifies UTA bus stops within a six square block area and the distance between Salt Lake Central and those stops.

The western area of downtown mentioned in the second goal includes the Granary and Depot Districts which the City has targeted for redevelopment and adaptive reuse. Based upon Salt Lake City's 2016 Downtown Plan, the Granary District is generally defined as the area bounded by 600 South, 300 West, the People's Freeway at approximately 1000 South, and I-15. The City intends that the Granary "continue its transition from primarily industrial uses and warehouse buildings and is repurposed for creative industries and supports office, retail, and restaurants." The Depot District is generally the area bounded

by North Temple Street, 300 West, 700 South, and I-15. According to the 2016 plan, "The future of the Depot District is a dense urban neighborhood that provides a full range of housing options and is served

Figure 2: UTA Bus Stops and Public Spaces in the Vicinity of Salt Lake Central



LEGEND:

- Salt Lake Central Station*
  *Walking distances are measured to this point.
- FrontRunner Tracks

Bus Routes: Frequency

- # Bus Runs Every 15 minutes
- # Bus Runs Every 30 minutes
- # Peak Only or Express

Bus Stop Walking Route to S.L. Central Station*
*Walking distances are approximate and are measured to S.L. Central

Bus Route & Direction

Scale in Feet: 0 250 500

228* Route appears on bus stop sign but is no longer in service

BUS STOP A WESTBOUND 4 509

Approximate Location: 440 W. on north side of 400 S.

Walk to S.L. Central: 2,150 feet

BUS STOP B WESTBOUND 4

Approximate Location: 310 W. on north side of 400 S.

Walk to S.L. Central: 3,160 feet

BUS STOP C EASTBOUND 4

Approximate Location: 410 W. on south side of 400 S.

Walk to S.L. Central: 2,590 feet

BUS STOP D WESTBOUND 509 228*

Approximate Location: 310 S. on east side of 400 W.

Walk to S.L. Central: 3,250 feet

BUS STOP E WESTBOUND 509

Approximate Location: 320 S. on west side of 400 W.

Walk to S.L. Central: 3,050 feet

BUS STOP F WESTBOUND 2 6 11 205 220 509 519 520

Approximate Location: 480 W. on north side of 200 S.

Walk to S.L. Central: 2,050 feet

BUS STOP G EASTBOUND 2 6 11 205 220 509 513 519 520

Approximate Location: 610 W. on south side of 200 S.

Walk to S.L. Central: 1,030 feet

BUS STOP H END OF LINE

Location: Adjacent to North end of FrontRunner Boarding Platforms

Walk to S.L. Central: 200-500 feet

by all modes of transit." In 2019, the Redevelopment Agency (RDA) of Salt Lake City and UTA collaborated in the development of a Central Station Area Plan covering much of the Depot District.

3. Scenarios

In collaboration with UTA, Salt Lake City and the study team identified three conceptual routing scenarios to bracket the reasonable range of potential opportunities for additional TRAX coverage and service within downtown Salt Lake City. The intent was not to identify all possible routing options, but rather to identify and evaluate a range of concepts that respond to the goals. Each of the three scenarios adds a new Orange Line running east-west between the University of Utah and Salt Lake International Airport and relocates one of the existing TRAX lines to a new alignment serving the Granary District. This section provides an overview of the scenarios; Appendix C presents further details on the conceptual design assumptions made for the purpose of this feasibility study.

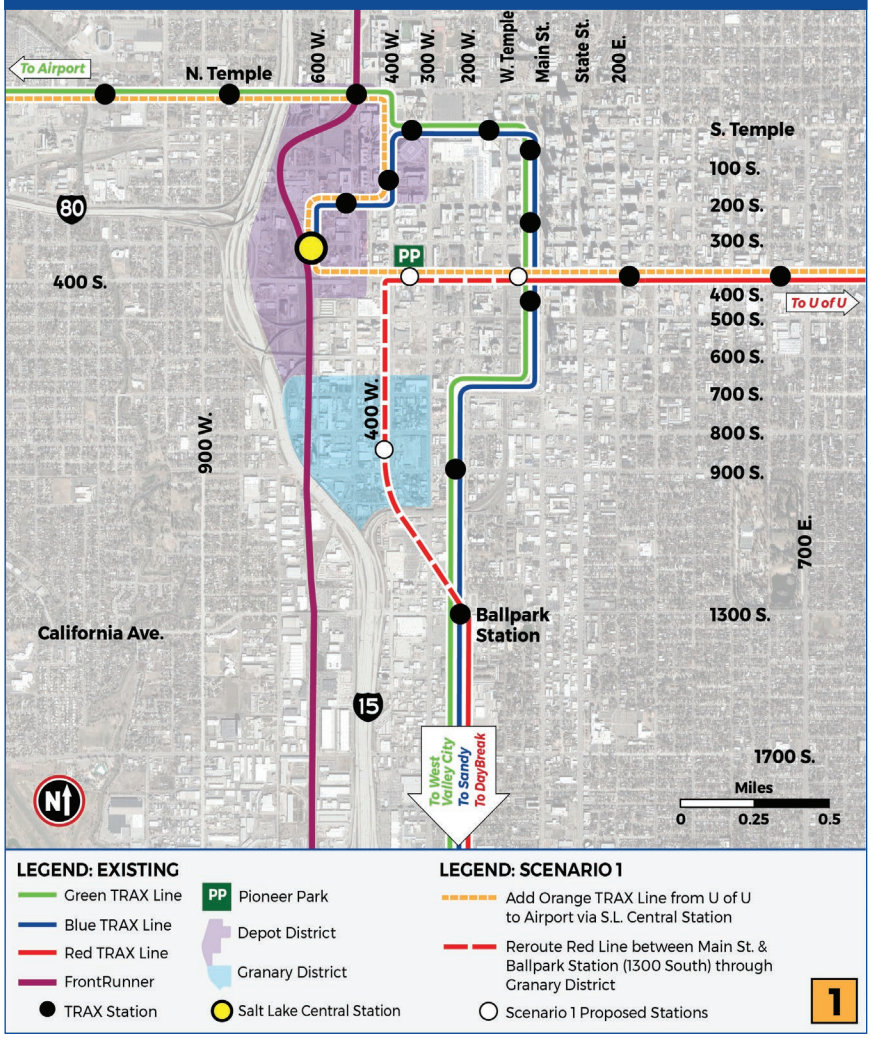
As these three scenarios were discussed with UTA, City and RDA staff, several alternative routings were identified to address access issues and trade-offs in the vicinity of Salt Lake Central. These alternative routings are presented in the Challenges/Issues section of this report.

1 Scenario 1: Red Line Extension via Granary & New East-West Connection via Salt Lake Central

Scenario 1 includes two elements: a new Orange Line and relocation of a short section of the Red Line. The new Orange Line would extend from the University of Utah on the east to Salt Lake International Airport on the west via the existing Salt Lake Central FrontRunner station.

The Orange Line would require the construction of a new double-track alignment along 400 South from 600 West to Main Street. This roadway is currently owned by the City from 600 West to 300 West and by the Utah Department of Transportation (UDOT) from 300 West to Main Street. Sketch level plans indicate that new Orange Line tracks could be added in the center of 400 South if the parking lane were removed and existing travel

Figure 3: Scenario 1



lanes narrowed to 10½ feet wide. Additional right-of-way may be needed where new stations are added. Between 500 West and 600 West, the Orange Line would transition from the center to the north side of 400 South and follow the existing Frontage Road to Salt Lake Central. New right-of-way would need to be obtained north of the 400 South Frontage Road.

With this scenario, transfers between FrontRunner and the Orange Line would require only a short walk, similar to transfers between FrontRunner and Blue Line trains today.

The relocated Red Line would diverge from the existing alignment, which it shares with the Blue and Green Lines, just north of the Ballpark Station and would follow an abandoned railroad right-of-way to the intersection of 900 South and 400 West. It would then proceed north along 400 West to 400 South. At 400 South the Red Line would turn east and share tracks with the new Orange Line. Transfers between FrontRunner and the Red Line would involve a three-block or more walk from Salt Lake Central to a new Red Line station at Pioneer Park.

As shown on Figure 3, three new TRAX stations are contemplated under Scenario 1:

- Red Line station on 400 West between 800 South and 900 South (Granary)
- Red and Orange Line station on 400 South between 400 West and 300 West (Pioneer Park)
- Red and Orange Line station on 400 South between West Temple and Main Street (Courthouse)

The assumption of three new stations is consistent with UTA's current station spacing south of downtown. Further study and coordination with the City, RDA and potential private interests would occur in future planning to finalize the number and location of new stations.

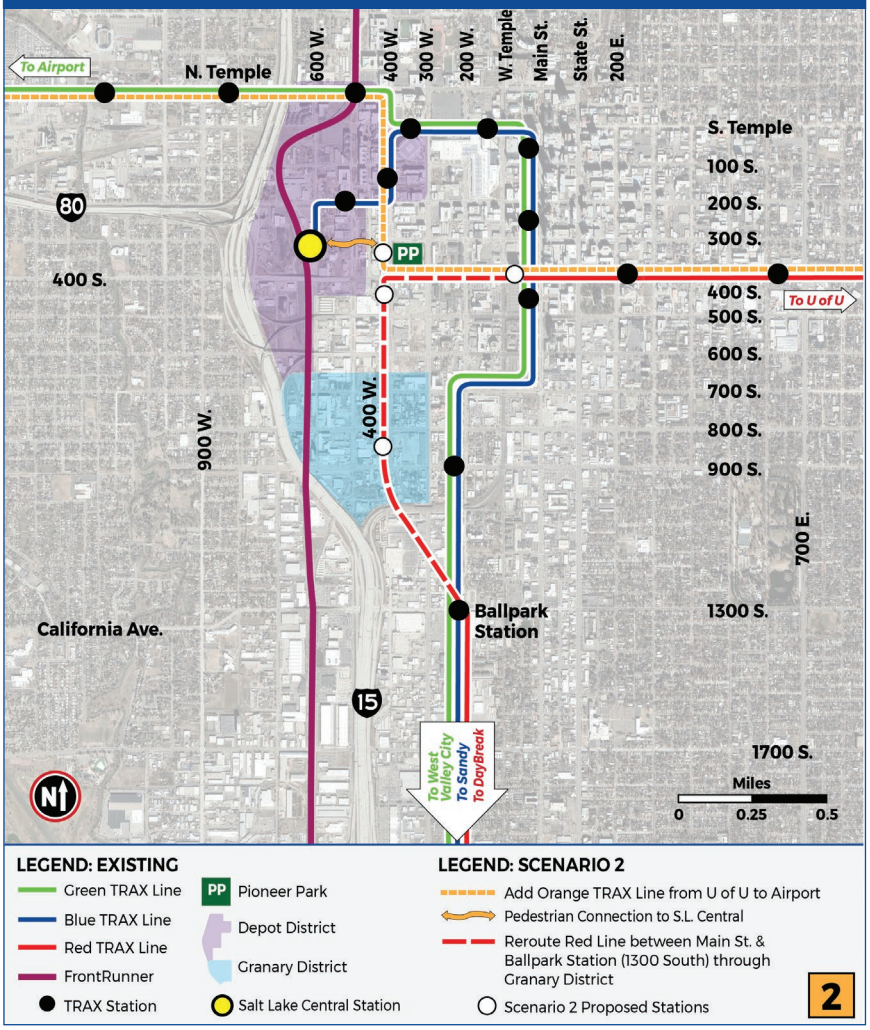
All three scenarios utilize the abandoned railroad right-of-way that diverges from the existing TRAX alignment just north of the Ballpark Station (1300 S. & 200 W.) The alignment heads northwesterly toward 400 W., then north in the center of 400 W. through the Granary District.

Photo Key

2 Scenario 2: Red Line Extension via Granary plus New East-West Connection to Salt Lake Central via Walking/Rolling Link

Scenario 2 reduces the length of the Orange Line alignment, reduces the number of ninety degree turns (which slow operations and create wear and tear, noise and other issues further discussed below), and reduces TRAX travel time. However, the Orange Line station closest to Salt Lake Central is located two blocks away from the FrontRunner station, near 400 West and 300 South, and is connected to Salt Lake Central by a pedestrian walkway along 300 South.

Figure 4: Scenario 2



The pedestrian walkway would pass through or around the Rio Grande Depot and would be designed in such a way as to stimulate and enhance development within the Depot District, essentially creating an activity center that could be an attraction by itself. Appendix A describes examples of rail stations elsewhere in the country have utilized an "Open Transit Design" concept that integrates transit modes, that is oriented towards real estate development and creating value, and that creates iconic urban spaces. This concept builds upon the existing diffuse character of transit services in and around Salt Lake Central - it is not a tightly focused transit hub today and would need to be radically redesigned to become one. Yet Salt Lake Central it need not be radically redesigned to operate effectively while imparting substantial indirect benefits.

The Red Line in Scenario 2 is identical to Scenario 1 except that the station at Pioneer Park is moved from 400 South to 400 West.

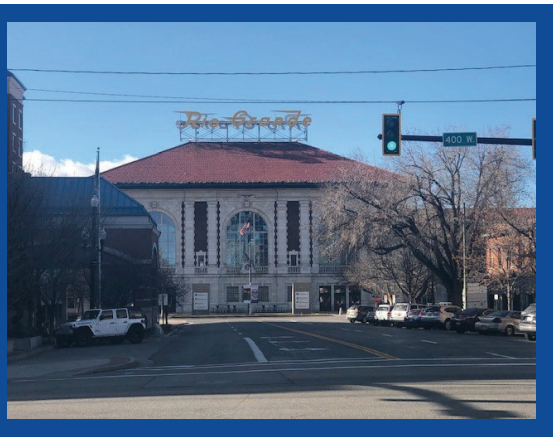
Four new TRAX stations are contemplated under Scenario 2. While further study and coordination with the City, RDA and potential private interests would need to occur in future planning, to finalize station locations, the following locations are assumed for purposes of this feasibility study:

- Red Line station on 400 West between 800 South and 900 South (Granary)

- Red Line station on 400 West between 400 South and 500 South (Pioneer Park)
- Orange Line station on 400 West between 300 South and 400 South (Rio Grande Depot)
- Red and Orange Line station on 400 South between West Temple and Main Street (Courthouse)

Scenario 2 envisions a two-block pedestrian connection between a TRAX station at 400 West and Salt Lake Central. The connection would pass through the Rio Grande Depot, stimulating development in the Depot District.

Rio Grande Depot is currently owned by the State of Utah and houses the state's Department of Heritage and Arts.

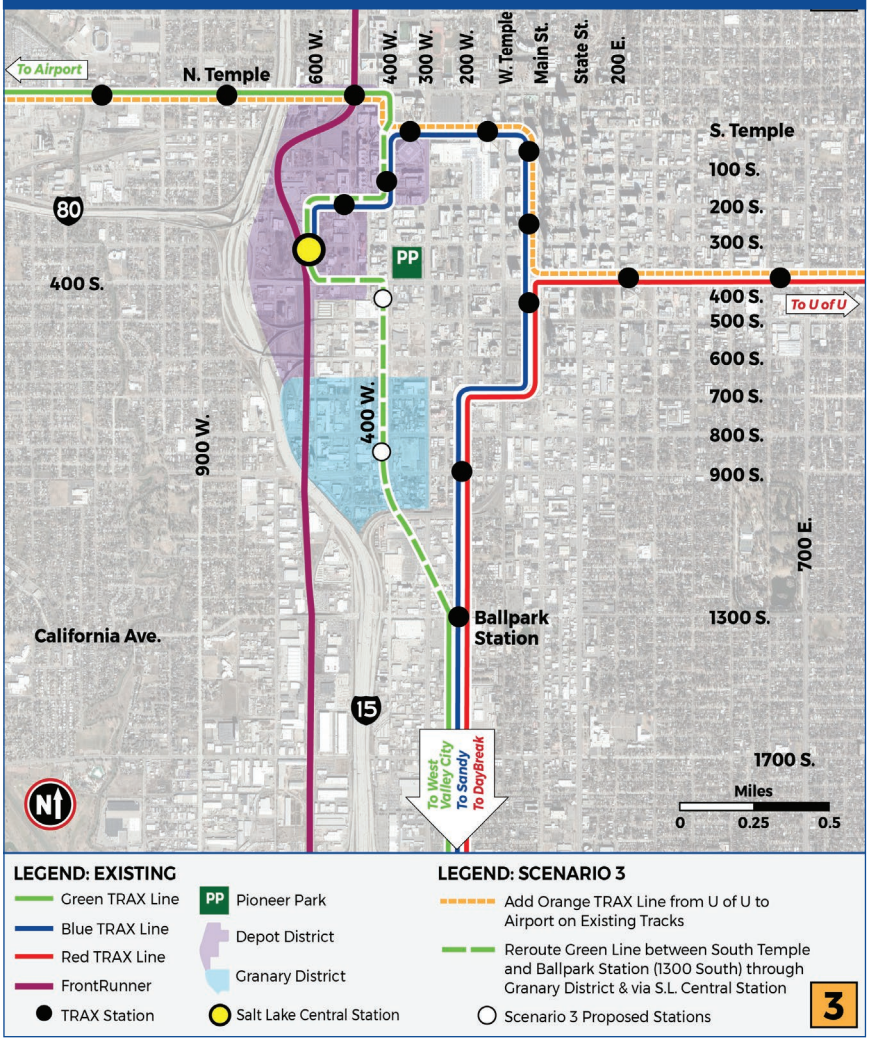


3 Scenario 3: Green Line Extension via Granary and Salt Lake Central Plus New East-West Connection via Downtown

Scenario 3 is significantly different from the other two concepts in that the new Orange Line uses the existing TRAX alignment through downtown and the Green Line is relocated to the new alignment along 400 West, stopping at Salt Lake Central before continuing on to the Airport. Figure 5 illustrates this concept. This scenario would offer a one-seat ride between the Airport, downtown Salt Lake City and the University of Utah. FrontRunner passengers heading to the University would likely transfer to the Orange Line at the North Temple Bridge/ Guadalupe station.

Scenario 3 is derived from the Green Line TRAX Reconfiguration Project that is included in the Wasatch Front Regional Council's (WFRC) adopted Regional Transportation Plan (RTP). That plan shows the Green Line diverging from the

Figure 5: Scenario 3



Red Line and the Blue Line just north of the Ballpark TRAX station, following the rail corridor to 400 West at 900 South. The WFRC plan shows the Green Line continuing north on 400 West, remaining two blocks east of Salt Lake Central (similar to Scenario 2), and connecting to the existing TRAX system at 200 South. Scenario 3 differs from this concept in that the Green Line would turn to the west at 400 South to directly serve Salt Lake Central.

Two new TRAX stations are contemplated under Scenario 3. While further study and coordination with the City and potential private interests would need to occur in future planning, to finalize station locations, the following locations are assumed for purposes of this feasibility study:

- Green Line station on 400 West between 800 South and 900 South (Granary)
- Green Line station on 400 West between 400 South and 500 South (Pioneer Park)

4. Opportunities

This section describes of the many opportunities provided by the three scenarios described in Section 3. These include enhancing regional connectivity, reducing transit travel time, supporting planned development and adding redundancy to the system. By making TRAX more frequent and reliable, and expanding coverage within downtown, the scenarios also identify opportunities to increase ridership once the economy and public health recover.

Regional Connectivity

The UTA's transit system, including TRAX, FrontRunner, and buses, is of vital Importance to State and Region. The system serves many who lack access to an automobile and offers an alternative means of travel for many others, reducing emissions, traffic, and auto crashes. UTA provides an integrated transit system connecting the entire Wasatch Front.

The Salt Lake Central and North Temple Bridge stations currently serve as the primary connections between FrontRunner and TRAX within the downtown area. Only one of the three TRAX lines, the Blue Line, currently serves Salt Lake Central, and its circuitous alignment between Salt Lake Central and downtown is slow. Only the Green Line serves the North Temple Bridge. The scenarios identified above offer the opportunity to better connect FrontRunner with TRAX and to serve important regional destinations like downtown Salt Lake City, the University of Utah ("the U"), and Salt Lake International Airport with more frequent and more direct connections.

FrontRunner's success in attracting riders has led UTA and other officials to seek improvements including new stations and double tracking that will allow for increased frequency and capacity. The benefits of these investments can be maximized if FrontRunner is well connected to trip origins and destinations. Each of the three scenarios in this study would provide more frequent connections between TRAX and FrontRunner, and better transit service between FrontRunner and destinations of regional importance.

Transit Travel Time

The three scenarios would reduce transit travel time between key regional origins and destinations. This reduction would result in part from more direct routing and fewer transfers for certain trips, such as trips between the Intermodal Hub and the U. Travel time savings would also result from

the added service offered by the new Orange Line. Implementation of traffic signal priority could further reduce transit travel times. Faster transit travel times would encourage additional ridership, reducing the need for riders to time their trips based on the TRAX schedule.

Table 1 provides a preliminary assessment of the opportunity to reduce travel time with the three scenarios, assuming that headways on the existing TRAX lines are unchanged and that headways on the new Orange Line match those on the other lines. A more precise assessment would require service planning and scheduling.

Table 1: Relative Change in Travel Time from Existing Conditions

Trip	Scenario 1	Scenario 2	Scenario 3	Comments
1. Provo/Orem to downtown SLC (City Center Station)	0	0	0	All three scenarios rely on existing Blue Line connection from S.L. Central to downtown
2. Provo/Orem to University of Utah	+	0	0	Riders from Provo to the U currently transfer to the Red Line at Murray. In Scenario 1, direct connection from SL Central to U is likely to have shorter travel time. In scenarios 2 and 3, transferring at Murray may still offer shorter travel time. Further analysis needed.
3. Ogden/Farmington to downtown SLC (City Center Station)	0	0	0	Scenarios 1 and 2 rely on existing Green Line connection at N. Temple Bridge. Scenario 3 provides new direct connection from N. Temple Bridge on Orange Line, equivalent to current Green Line connection.
4. Ogden/Farmington to University of Utah	+	+	+	All scenarios provide new direct connection from SL Central and/or N. Temple Bridge to the U, removing need to transfer at Courthouse.
5. Airport to City Center Station	0	0	0	Headways from Airport to downtown remain at 15 minutes in all scenarios. In Scenario 3, if the Green Line is relocated before the Orange Line is implemented, trips from the Airport to downtown would require a transfer to Blue Line.
6. West Valley City to City Central Station	0	0	-	Realignment of Green Line in Scenario 3 means trips from West Valley City to downtown SLC would require a transfer to Blue Line.
7. Daybreak to University of Utah	0	0	0	While Red Line is ~2 blocks longer in Scenarios 1 and 2, removal of two 90-degree turns may increase speed to compensate.
8. City Center Station to University of Utah	+	+	++	Scenario 3 offers one seat ride on Orange Line. Scenarios 1 and 2 require transfer at Courthouse, but doubled frequency on 400 South reduces transfer time.
9. Airport to University of Utah	0	++	+	Orange Line offers one seat ride in all scenarios. Scenario 2 is fastest, with fewest 90 degree turns. Scenario 1 is slowest, and may be no better than existing trip on Green Line and transfer at Courthouse.
10. Airport to FrontRunner	+	+	+	TRAX service doubles along No. Temple in all scenarios.

KEY
0 *No Significant Change in Travel Time*
\+ *Reduction in Travel Time*
++ *Significant Reduction in Travel Time*
\- *Increase in Travel Time*

Ridership

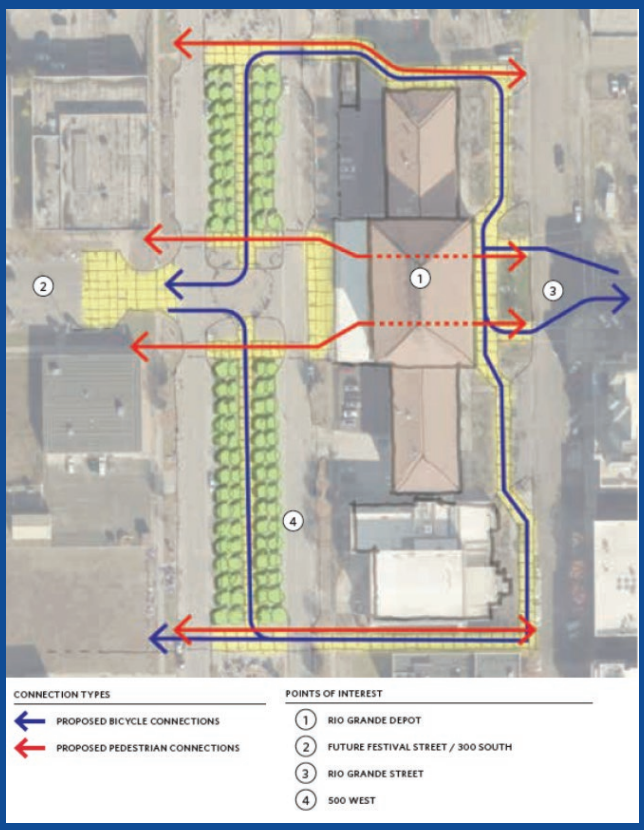
Increased coverage, increased frequency, and reduced transit travel time will make transit a more attractive alternative that it is today, leading to higher TRAX ridership. To the extent that new development is stimulated near TRAX, ridership will also be higher. While this study has not included a forecast of future ridership, added coverage in the downtown area, increased frequency, and reduced need to transfer are likely to lead to increased ridership, and consequently, less roadway traffic and fewer air pollutant emissions. Future studies will estimate the number of new riders likely to be attracted to transit.

Support for Development

Improved rail access and more frequent service to growing parts of SLC – such as the Granary District, the Depot District, 400 South, and North Temple – will make those areas more attractive for redevelopment and adaptive reuse consistent with the City's 2016 Downtown Plan. The Downtown Plan seeks a transition in the Granary District from industrial and warehouse buildings to more creative industries, office, retail, restaurants, and residential uses. The district is currently served by buses on 900 South and 300 West, but the closest TRAX station at 900 South and 200 West is several blocks away. A TRAX station within the District would make the district more accessible by rail, reduce the need for constructing or maintaining costly parking facilities, and demonstrate the City's commitment to support redevelopment.

The Depot District is served by Blue Line and TRAX stations at Salt Lake Central, Old Greektown, Aquarium, and Arena, as well as Green Line stations at North Temple Bridge and Arena, providing a direct connection to downtown Salt Lake City. Both lines operate on 15-minute headways but travel to downtown tends to be slow. Additional TRAX service to the southern part of the Depot District

Figure 6: Redevelopment Agency of Salt Lake City and UTA Central Station Area Plan, 2019



The City's RDA owns developable land between the Rio Grande Depot and Salt Lake Central. The Station Center property, shown in these photos, is being marketed based on its proximity to all forms of transit.

offering more direct connections would provide an added inducement for redevelopment. Appendix D identifies recently approved and pending development projects near Salt Lake Central.

The 2019 Central Station Area Plan developed by the RDA and UTA offers a vision of potential development in proximity to Salt Lake Central Station. The plan recommends public infrastructure improvements, open spaces and streets, as well as the form and character of architecture within the neighborhood. The 2019 plan did not recommend future TRAX alignments, but it did identify potential improvements that are relevant to the current consideration of potential TRAX routings and station locations. It suggested, for example, improved pedestrian and bicycle connections to Salt Lake Central, including a pedestrian connection through the Rio Grande Depot and a future festival street on 300 South between Rio Grande Depot and Salt Lake Central as illustrated in Figure 6. These recommendations are complementary to the TRAX alignments proposed here, and particularly to Scenario 2, which proposes a pedestrian connection from Salt Lake Central, through the Rio Grande Depot to a TRAX station on 400 West. Such a connection would offer an opportunity for creative urban design and placemaking, taking advantage of the transit access and the historic depot structure to create a node of regional and statewide importance.

Operational Redundancy

With the current TRAX system, the Green, Blue and Red Lines all operate on the same set of tracks between the 2100 South and Courthouse stations. An incident along that common segment can disrupt operations on the entire system. In 2019 there were two separate TRAX derailments at the intersection of 400 South and Main Street, causing major delays for passengers on all three TRAX lines. From time to time, as the system ages, UTA may also need to shut down service on the common segment to perform maintenance and repairs. By providing a second set of tracks into downtown, each of the three scenarios routings would give UTA the ability to bypass future incidents and perform maintenance and repairs along the common segment north of the Ballpark Station. Where feasible, the preliminary plans in Appendix C include connections between lines to give UTA operational flexibility and redundancy.

5. Challenges/Issues

Each of the scenarios also faces a number of challenges that would need to be addressed in future studies. This section identifies those that are most evident at this early stage of planning.

Operations

Scenarios 1 and 3 connect directly to Salt Lake Central, allowing for essentially a cross-platform transfer between FrontRunner and TRAX. Accessing Salt Lake Central, however, requires a longer and more circuitous alignment, and introduces a number of 90-degree turns that would reduce operating speed to approximately 10 miles per hour. The longer alignment and slower speeds will add to travel time for TRAX, making TRAX less attractive to those passengers who are not boarding or alighting at Salt Lake Central. Ninety-degree turns also add to the wear and tear on tracks and wheels and can create wheel squeal that may be an annoyance to nearby residents. For all of these reasons, UTA prefers to avoid 90-degree turns wherever possible. Scenario 2 offers an alignment that would increase speed and reduce the number of vehicle miles and hours for UTA, while reducing travel time for those passengers who are not transferring to or from FrontRunner.

With Scenario 3, only the Blue Line would operate between the southern parts of the TRAX service area and downtown Salt Lake City. Unlike today, northbound riders on the Green Line would need to transfer to the Blue Line for trips to downtown. This would increase travel time for those riders and may overload Blue Line trains in peak periods.

Transfers and Walking Distance

Scenarios 1 and 3 offer the opportunity to locate a new Orange or Green Line station right at Salt Lake Central, facilitating transfers between FrontRunner and TRAX. Scenario 2, on the other hand, increases TRAX speed and reduces travel time, but increases the walking distance between Salt Lake Central and a new Orange Line station two blocks away at 400 West. Further, in this scenario the Rio Grande Depot would be a visual barrier and possibly a physical barrier if a passageway through the depot building cannot be secured. Some riders transferring between FrontRunner and the Orange Line may prefer to do so at the North Temple Bridge station to avoid the walk.

Recognizing the disadvantage of locating a new Red Line station several blocks from Salt Lake Central in Scenario 1, and the disadvantage of locating the new Red and Orange Line stations several blocks from Salt Lake Central in Scenario 2, the study team identified alternative routings along 500 West, thereby reducing the walk distance by a block. An Orange Line alignment along 500 West would shorten the walk distance from TRAX to Salt Lake Central to a single block. It would also eliminate the visual barrier created by the Rio Grande Depot, while preserving the opportunity for creating a walkway that could be an urban design and placemaking amenity between 500 West and Salt Lake Central. Figure 7 illustrates the Scenario 1 route alternatives and Figure 8 illustrates the Scenario 2 route alternatives.

Routing TRAX along 500 West rather than 400 West would increase the length of new trackage, add ninety degree turns to the alignment, and increase travel time for those not boarding or alighting at Salt Lake Central. It would also need be coordinated with City and RDA plans to create park blocks on 500 West as part of a Green Loop Linear Park System around downtown. Creative design could possibly integrate light rail tracks and a TRAX station on 500 West into the space west of the Rio Grande Depot. Vehicular access to the proposed Central Station development would also need to be factored into the design. The Red Line routing alternatives between 400 West and 500 West can be expected to require property acquisitions, although the City may be able to reserve the required right-of-way in conjunction with redevelopment plans.

Figure 7: Alternatives Routes for Scenario 1

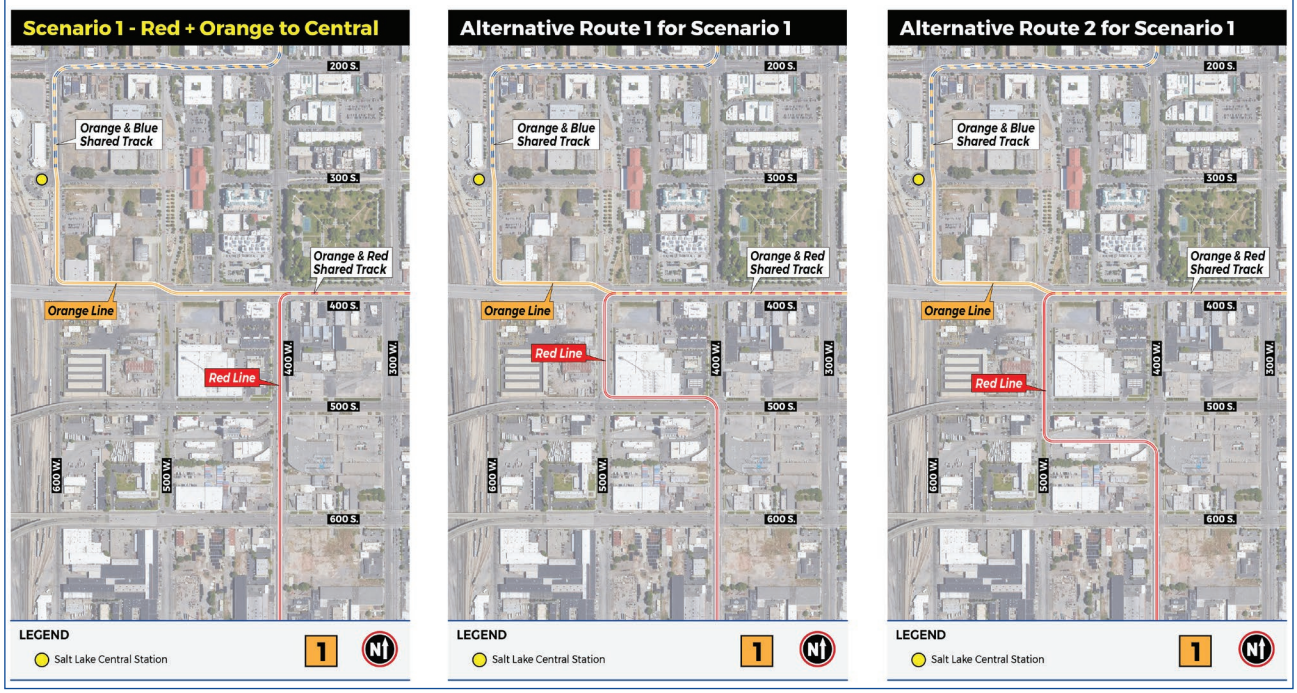
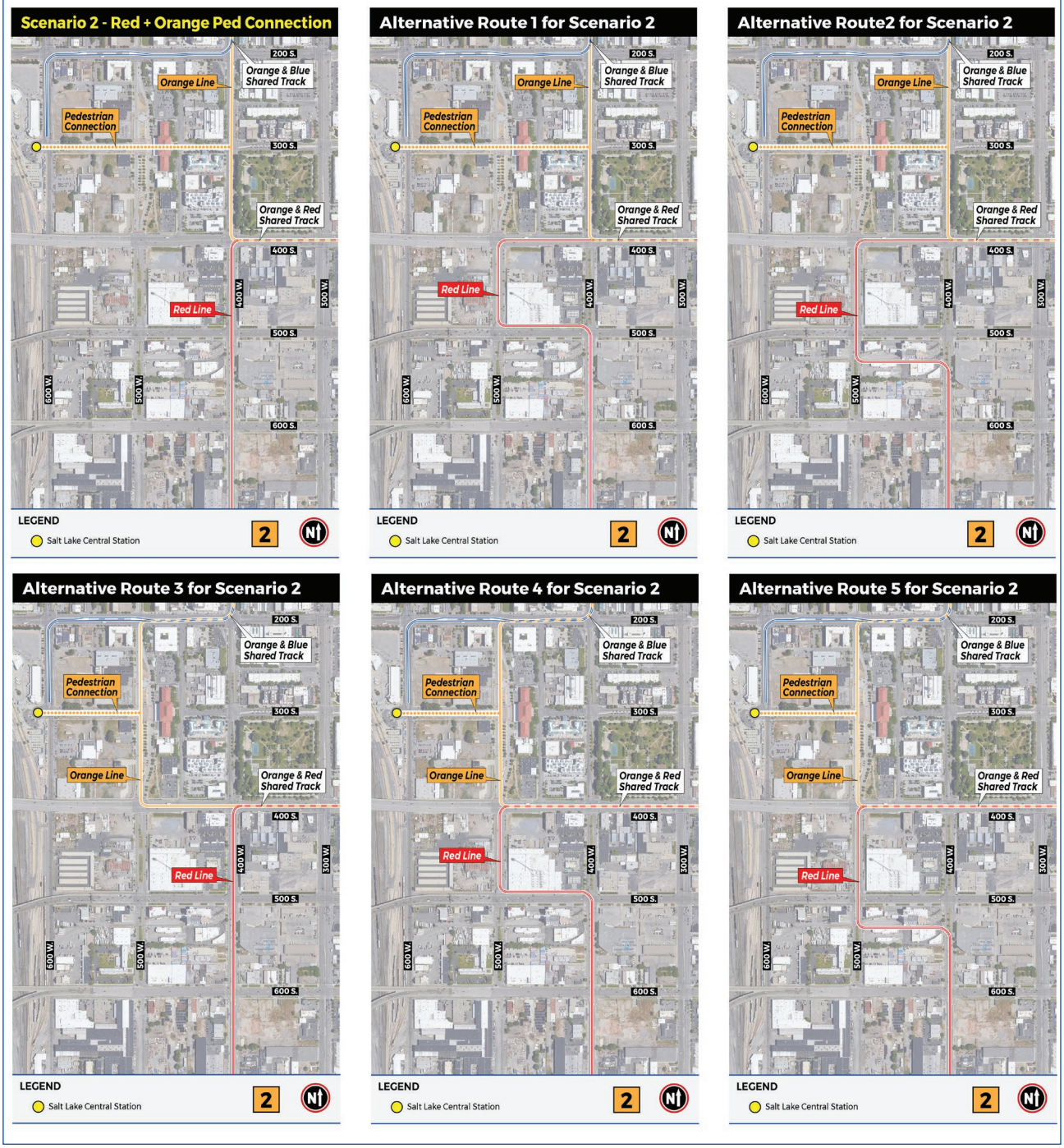


Figure 8: Alternatives Routes for Scenario 2



The Courthouse TRAX station currently experiences more boardings than any other station in the system, as riders transfer among the Red, Green and Blue Lines. These transfers all occur on a single platform in the center of Main Street. In Scenarios 1 and 2, transfers between the Red Line and the Green or Blue Lines will be required to walk between platforms and cross Main Street and 400 South, increasing transfer time. In all scenarios, TRAX riders desiring to transfer between the Red and Green/Blue Lines may find it more convenient to switch trains at other stations, such as Ballpark and Central Pointe, where transfers can be made on a single platform.

Ridership

As noted in the prior discussion on transfers and walking distance, there is a relationship between ridership and the ease of making a transfer. Transfers not only add travel time, but also add a level of uncertainty to the overall trip time and arrival time at one's destination. Thus, travel forecasting models tend to place a value on "out of vehicle" time that is twice the value of time spent in a moving vehicle. The walk distance and associated walk time between FrontRunner and the Orange Line in Scenario 2 can be expected to add out of vehicle time for those riders transferring at Salt Lake Central.

There is also a significant walk distance between FrontRunner and a new Red Line station. In Scenario 1, however, FrontRunner passengers traveling east on the Red Line toward the University have the option of using the Orange Line rather than the Red Line. If Orange Line and FrontRunner schedules can be coordinated, there would be little reason for a FrontRunner passenger to transfer to the Red Line for a trip toward the U. It is expected that few FrontRunner passengers would desire to travel south on the Red Line toward the Granary District, Ballpark Station and Murray. Those passengers have other options for avoiding a two or three block walk to a Red Line station south of Pioneer Park. A FrontRunner passenger from the north could transfer to a southbound Green Line train at North Temple Bridge/Guadalupe, while a passenger from the south could transfer to a northbound TRAX train at Murray.

It is expected that Green Line ridership would be reduced under Scenario 3, as the Green Line would no longer serve downtown Salt Lake City or another destination with a critical mass of transit riders. Green Line riders traveling to downtown would need to transfer to the Blue Line, which would have a negative impact on ridership and could overload the Blue Line in peak periods.

Right-of-Way Constraints

Based on preliminary concept-level plans developed in this study, and presented in Appendix C, it appears overall that little new right-of-way would be needed for any of the scenarios. Nearly all of the required land is currently in public ownership. However, inserting new TRAX stations along 400 South could require the acquisition of right-of-way, even if the width of the travel lanes is reduced to 10 ½ feet as assumed for the purpose of this feasibility study. Scenario 1 envisions two new TRAX stations within 400 South (Pioneer Park and Courthouse transfer station), while Scenario 2 envisions one (Courthouse transfer station). No new stations on 400 South are contemplated in Scenario 3.

Right-of-way acquisition between 500 West and 600 West is also contemplated in Scenarios 1 and 3, where the TRAX alignment would follow the 400 South Frontage Road north of the 400 South overpass. The frontage road is currently one lane wide. A two-track TRAX alignment would require acquisition on the north side of the frontage road, currently occupied by a one-story industrial building. The City may be able to reserve the required right-of-way in conjunction with redevelopment plans.

Rights, responsibilities, and actualities for the abandoned railroad right-of-way between the Ballpark Station and 400 South are complex, and will need to be further researched and addressed in future project planning studies.

Traffic Impacts

The scenarios are not expected to significantly affect traffic on arterial roadways. Red and Orange Line trains could be added to 400 South without removing any through travel lanes. Where feasible, left turn lanes would be retained where they now exist. At-grade crossings of the 500 South and 600 South one-way couplet at 400 West would occur at existing signalized intersec-

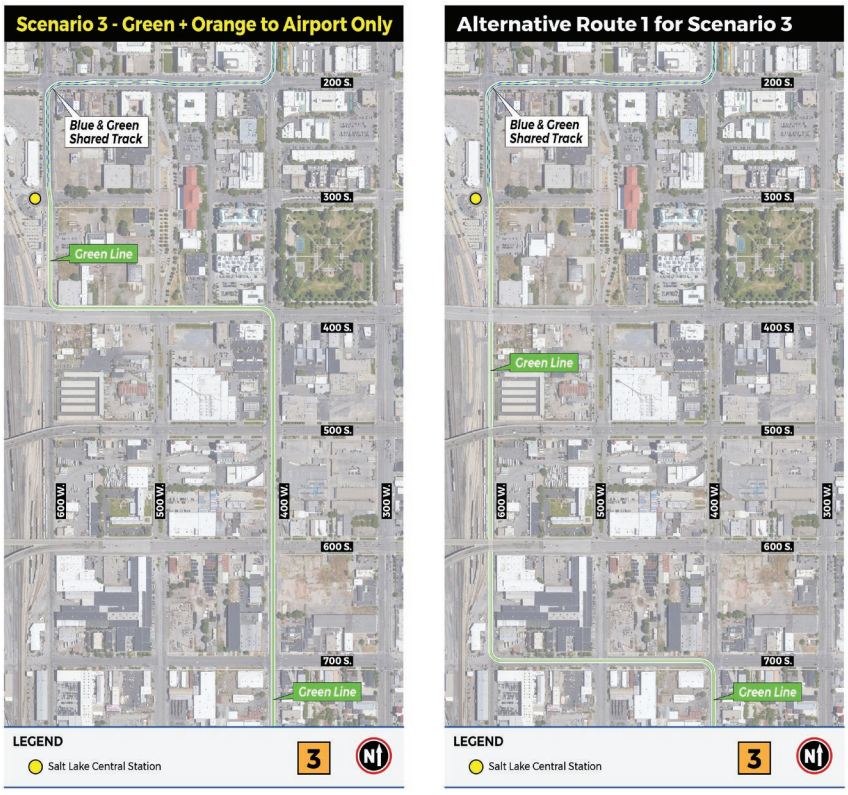
tions and would not require new signal phases. Traffic signal priority with combined 7.5-minute headways (15 minutes in each direction) crossing these one-way streets would not be expected to significantly degrade vehicular traffic level of service.

With Scenarios 1 and 3, a new signal phase would be required where the TRAX alignment on 400 South transitions from the center to the north side of the roadway between 400 West and 500 West. This signal would delay traffic when trains make that maneuver, approximately every 7½ minutes. With Scenario 2, the traffic signal system at 400 South and 400 West would need to be modified to accommodate turning trains. Initial discussions with UDOT did not identify any fatal flaws. It is expected that UTA and UDOT would be able to work out solutions as operational impacts are evaluated in future phases of project planning.

The study team did identify an alternative routing for Scenario 3 that would avoid 400 South entirely and avoid the at-grade crossing of 500 South and 600 South. Northbound Green Line trains would turn west on 700 South, travel two blocks west to 600 West, then follow 600 West to Salt Lake Central.

Figure 9 illustrates this alternative. Given the current width of 600 West, this alternative would likely require significant right-of-way takes from business on the east side of 600 West and/or an easement from the Union Pacific Railroad which owns right-of-way on the west side. This route would appear to offer less opportunity for adding a TRAX station to support planned development in the Depot District.

Figure 9: Alternatives Routes for Scenario 3



Cost and Funding

Implementation of any of these scenarios would require a capital investment that is not currently included in UTA's Five-Year Capital Plan 2020-2024. The added service envisioned in the scenarios would also increase operating and maintenance costs. With a horizon year of 2050, the Wasatch Front Regional Council's adopted Regional Transportation Plan (RTP) identifies a Green Line TRAX Reconfiguration project operating on 400 West between 200 South and 1300 South. The project is included within Financially Constrained Phase 2 of the RTP.

Table 2 offers a preliminary opinion on the capital cost of each scenario. Appendix B provides further information on the estimate and underlying assumptions, including the assumed alignments and station footprints. This preliminary opinion may be useful for understanding the trade-offs and making relative comparisons between the three scenarios. The estimate is based on the very

limited level of design performed in this study and does not have the benefit of the service planning to be conducted in the Future of Light Rail Study. There are many unknowns at this stage of planning, including the amount and cost of right-of-way and utility relocation costs. The cost of developing a pedestrian connection in Scenario 2 depends upon future design and the level of amenities; these costs are not included and may be covered in part by future development. The optional alignments for each scenario (shown in Figures 7, 8 and 9) would involve additional track miles and/or additional right-of-way acquisition, which would likely lead to higher costs than the associated scenario.

Table 2: Preliminary Opinion of Capital Cost (million 2020 dollars)

Item	Scenario 1	Scenario 2	Scenario 3
Guideway and Track	$ 23.7 M	$ 27.0 M	$ 12.2 M
Stations, Stops, Terminals	$ 4.4 M	$ 5.8 M	$ 2.9 M
Site work and Special Conditions	$ 40.7 M	$ 40.9 M	$ 29.1 M
Systems	$ 28.5 M	$ 28.5 M	$ 22.7 M
Right-of-Way	$ 8.8 M	$ 1.6 M	$ 1.6 M
Vehicles*	$ 99.0 M	$ 99.0 M	$ 99.0 M
Professional Services	$ 19.1 M	$ 20.1 M	$ 13.2 M
Unallocated Contingency	$ 37.6 M	$ 37.2 M	$ 24.5 M
TOTAL	$ 261.8 M	$ 260.1 M	$ 205.2 M

This estimate assumes 22 new light rail vehicles would be required to operate six 3 car trains on the new Orange Line in peak periods at 15-minute headways. Includes 20% spares.

As the project is further defined, funding will need to be identified and secured. One potential source of funding would be the Federal Transit Administration's (FTA) discretionary Capital Investment Grants (CIG) program, which might help fund the capital cost if FTA procedural requirements and criteria are met. Currently authorized at $2.3 billion per year, the CIG program funds new fixed guideway systems and extensions. Other federal discretionary funds (e.g., BUILD/TIGER grants) and Utah Department of Transportation grants might be pursued for capital funding. Tax Increment Financing (TIF) funds might also be obtained for either capital or operating expenses. TIF offers an opportunity to capture some of the added land value created by the transit investment. If used for capital expenditures, TIF revenues might be leveraged with financing through programs like the USDOT's TIFIA program.

There may be opportunities for private contributions and revenue generating opportunities as well. The institution of special districts or zoning overlays that offer developers incentives to develop additional square footage or provide pedestrian oriented space have also been implemented in cities to generate revenue, encourage better connectivity between transportation elements, and to drive real estate value.

UTA's Tentative Operations Budget for 2021 is $326.5 million, of which $55 million is budgeted for operating TRAX. Nearly two-thirds of the 2021 operating budget is expected to be covered by sales tax revenues. Operation of a new Orange Line between the airport and the University can

be expected to increase TRAX operating and maintenance cost. While future operations planning will develop a more precise service plan and cost estimate, an order of magnitude estimate in the range of $15 to $20 million per year might be anticipated. This estimate reflects an assumption of 82,000 vehicle revenue hours per year (based existing TRAX headways, 360 service days per year, train consists averaging 2 car trains and a 19 hour per day span of service) and a cost of $197 per vehicle revenue hour for TRAX (based on the 2018 National Transit Database). A source of funding for this increase would need to be identified.

6. Summary Comparison of Scenarios

This section offers a preliminary evaluation of the three scenarios. It includes a relative comparison of the scenarios in terms of effectiveness – that is, how well they address the goals presented in Section 2. Table 3 (pages 20-22) presents this comparison. The routing alternatives shown in Figures 7, 8 and 9 may offer opportunities to optimize the alignment to enhance effectiveness.

Beyond considerations of effectiveness, the relative costs of the different scenarios will factor into an evaluation of cost effectiveness and financial feasibility. While those considerations will benefit from further analysis in future phases, each of the scenarios would require an investment of several hundred million dollars and would depend upon an increase in UTA's operating and maintenance budget by more than $15 million per year. Implementation of any of the scenarios could be phased over time as transit ridership demand grows.

An optimal solution that balances the operating needs of UTA with the desire of passengers for shorter travel times and convenient transfers is likely to call for a creative design solution. The pedestrian walkway along 300 South, essentially expanding the footprint of Salt Lake Central and moving its entry point to 500 West or 400 West, offers one possible design solution. If TRAX were to be aligned on 500 West, west of the Rio Grande Depot, a creative design that integrates TRAX with the City's desire for a park-like Green Loop would present yet another opportunity

Appendix A provides examples of how such ideas have been carried out in other rail station areas around the country. Denver's Union Station – which provides a transfer point for commuter rail, light rail, bus rapid transit and the 16th Mall shuttle – may be of particular relevance to Salt Lake City. Denver offers a model of the emerging trend in intermodal hubs, where they are combined with and help stimulate mixed use development, which in turn can help to pay for the transit infrastructure.

7. Next Steps

This feasibility study identifies a range of potential TRAX investment scenarios to enhance service within the greater downtown area. These scenarios serve as input to UTA's systemwide Future of Light Rail Study, which will perform further analyses of systemwide operations, ridership, and investment priorities. If UTA decides that a project in this area is a priority to move forward toward implementation, key steps include Alternatives Analysis, Environmental Review, and Funding.

Alternatives Analysis

Transit planning typically includes a step called alternatives analysis to support decisions on mode and general alignment within a corridor. The scenarios and alignment alternatives identified in this feasibility study could serve as a starting point for a more detailed analysis involving conceptual engineering, cost estimating, ridership forecasting, and impact assessments. A typical alternatives analysis would also consider potential bus alternatives. Robust public and stakeholder engagement would be a key component of this step in the process. (Engagement for this study was handled at a high, partner level since the purpose of this study was to identify a reasonable range of scenarios that might be considered further in the future.) A typical alternatives analysis will also

include a comprehensive evaluation of each alternative's benefits and costs, as well as financial planning sufficient to support the selection of a preferred alternative and a delivery strategy.

Environmental Review

An environmental review phase is also part of transit planning and decision-making. To be eligible for federal funding, requirements of the National Environmental Policy Act must be satisfied. If a project is advanced without federal funding, UTA follows its own environmental procedures. The environmental review may be combined with the alternatives analysis step.

Following environmental review, and as funding is secured, a project can advance into more detailed engineering, design, right-of-way acquisition, procurement, and construction. Stakeholder engagement would continue during these phases.

Funding

Implementation of new TRAX infrastructure and service depends upon securing funds for project delivery and operation. As planning continues, UTA would evaluate available federal, state and local funding sources and develop a funding plan for whichever alternative is preferred. It would also monitor events in Washington as Congress takes up the reauthorization of the FAST Act, and as Congress and the Biden Administration entertain additional infrastructure spending.

The Federal Transit Administration's (FTA) discretionary Capital Investment Grant (CIG) program would be one potential source of capital funding, as the scenarios presented here could be a good fit for either Small Starts or New Starts funding.* The CIG program has unique process requirements. FTA funding decisions rely on a set of project justification, financial commitment, and readiness criteria that would be addressed as the project advances.

Salt Lake City has helped fund several recent bus service enhancements, and could potentially contribute to the operating and maintenance cost of new TRAX services in downtown as well. Given the prospect that a TRAX investment in this area could foster redevelopment, the City's tax increment financing program could be a suitable source of funds for capital and/or operating funds.

**Under current law, there are three categories of eligibility for CIG funding: New Starts, Small Starts, and Core Capacity. New Starts are fixed guideway projects that either cost more than $300M or the sponsor is seeking $100M (both in year of expenditure dollars) or more from the CIG program. Small Starts are fixed guideway or corridor-based bus projects that cost less than $300M and the sponsor is requesting less than $100M. FTA's process for Small Starts is simpler than the process for New Starts. For fixed guideway projects costing over $200M, however, a larger grant amount can potentially be obtained by following the New Starts process.*

Table 3: Goals Achievement Matrix (1 of 2)

Goal 1: Enhance regional connectivity via the rail network, reducing transit travel time between major origins and destinations and creating a regional transit hub.

	Scenario 1	Scenario 2	Scenario 3
Transit Travel Time	++ • Reduces travel time for 4 of 10 origin/ destination pairs analyzed (see Table 1). • Cuts headways to the U & Airport in half • Offers one-seat ride from SL Central to 400 S. and the U.	++ • Reduces travel time for 4 of 10 origin/ destination pairs analyzed (see Table 1). One O/D pair gets ++. • Cuts headways to the U & Airport in half • Most direct route with fewest 90 degree turns, reducing travel time for riders who do not board or alight at SL Central, but adds 2 block walk for those who do.	++ • Reduces travel time for 4 of 10 origin/ destination pairs analyzed (see Table 1). One O/D pair gets ++. • Cuts headways to the U & Airport in half • Offers one-seat ride from No. Temple Bridge and downtown to 400 S. & the U.
Regional Transit Hub	++ • Provides more frequent and direct TRAX service to SL Central via new Orange Line, linking SL Central to the U & Airport.	+ • Provides more frequent TRAX service to vicinity of SL Central via Orange Line, linking SL Central to the U and Airport. However, transfer from FrontRunner to Orange Line requires two-block walk.	++ • Provides more frequent and direct TRAX service to SL Central via relocated Green (or Blue) Line. • Allows riders from south of downtown to access SL Central faster by bypassing downtown.
Regional Connectivity	++ • Provides two TRAX lines that connect to SL Central (Orange and Blue Lines). • Provides a direct FrontRunner to the U connection via Orange Line.	+ • Provides two TRAX lines that serve SL Central – Blue Line and Orange Line (with two-block walk). • Provides a FrontRunner to the U connection via Orange Line.	+ • Provides a direct TRAX connection between Granary and SL Central via the Green Line (without transfers). • Provides a FrontRunner to the U connection via Orange Line.

Goal 2: Improve rail access to the western area of downtown Salt Lake City, an existing and growing regional employment, cultural, entertainment and residential center.

	Scenario 1	Scenario 2	Scenario 3
Access to Granary & Depot Districts	++ • Access to Granary District: Provides direct TRAX service to Granary District via Red Line, connecting Granary to the U. • Access to Depot District: Provides additional TRAX service to Depot District via Orange and Red Lines connecting to the U and Airport.	++ • Access to Granary District: Provides direct TRAX service to Granary District via Red Line, connecting Granary to the U. • Access to Depot District: Provides additional TRAX service adjacent to Depot District via Orange and Red Lines, connecting to the U and Airport.	+ • Access to Granary District: Provides direct TRAX service to Granary District via Green Line, connecting Granary to SL Central and Airport. • Access to Depot District: Provides additional TRAX service to Depot District via Green Line to Airport.

Goal 3: Facilitate synergistic land use, urban design and placemaking in an area of regional and statewide importance.

	Scenario 1	Scenario 2	Scenario 3
Urban Design & Placemaking	+ • Creates new TOD opportunity in the Granary District around Red Line TRAX station.	++ • Creates new TOD opportunity in the Granary District around Red Line TRAX station. • Creates new placemaking and urban amenity opportunity along walkway connecting SL Central to Orange Line station at 300 S and 400 W.	+ • Creates new TOD opportunity in the Granary District around Red Line TRAX station.

Table 3: Goals Achievement Matrix (2 of 2)

Goal 4: Enhance operations and provide operational redundancy.

	Scenario 1	Scenario 2	Scenario 3
Enhance Operations	+ • Eliminates the Red Line's 90 degree turn from Main Street to 400 S.	++ • Eliminates the Red Line's existing 90 degree turn from Main Street to 400 S. • Fewest 90 degree turns and least out of direction travel of the three scenarios, increasing average speed and reducing O&M cost.	- • Forces Green Line riders with destinations in downtown SLC to transfer to the Blue Line, which may overload Blue Line trains.
Operational Redundancy	++ • Allows trains to bypass the shared track between Ballpark & Courthouse stations in the event of an incident. NB trains could follow the Red Line routing or the Red and Orange Line routing to access downtown. • Offers potential for loop around downtown.	++ • Allows trains to bypass the shared track between Ballpark & Courthouse stations in the event of an incident. NB trains could follow the Red Line routing or the Red and Orange Line routing to access downtown, Airport. Scenario 2 is more direct than other scenarios. • Offers potential for a loop around downtown.	+ • Allows trains to bypass the shared track between Ballpark & Courthouse stations in the event of an incident. NB trains could follow the Green Line outing and enter downtown from the North.

Goal 5: Advance economic development, improve quality of life, and promote access to equitable opportunities.

	Scenario 1	Scenario 2	Scenario 3
Economic Development	++ • Improves rail access to Granary and Depot Districts, helping to foster planned development.	+ • Improves rail access to Granary and Depot Districts, helping to foster planned development. • Walkway from new station at 400 W and 300 S could be catalyst for redevelopment.	+ • Improves rail access to Granary and Depot Districts, helping to foster planned development and providing a direct connection between these two development nodes.
Quality of Life	+ • Provides additional TRAX service and connections which will lead to greater ridership and reduced GHG and air pollutant emissions.	+ • Provides additional TRAX service and connections which will lead to greater ridership and reduced GHG and air pollutant emissions.	+ • Provides additional TRAX service and connections which will lead to greater ridership and reduced GHG and air pollutant emissions.
Access to Equitable Opportunities	++ • Increases TRAX network coverage and access to jobs in a larger downtown area. • Doubles TRAX service to lower income areas on the westside along N. Temple.	++ • Increases TRAX network coverage and access to jobs in a larger downtown area. • Doubles TRAX service to lower income areas on the westside along N. Temple.	++ • Increases TRAX network coverage and access to jobs in a larger downtown area. • Doubles TRAX service to lower income areas on the westside along N. Temple.

Appendix A

Station Area Development Case Studies

Appendix A

Station Area Development Case Studies

1. Introduction: The Changing Role of Train Stations

The role of mass transit stations is increasingly transforming from a focus only on attracting and moving travelers, into activity centers and revenue generators attracting shoppers, visitors and travelers. Transit facilities are becoming true "places" and destinations rather than only a means to get somewhere else and transfer between modes. Transit station success is no longer simply measured by the number of passengers moving through the facility, they are now assets judged on the connections they create internally and into the community, experiences and amenities they offer, the revenue and value they generate, and their impact on surrounding development. New stations provide an experience for riders connecting from one mode to another through retail and entertainment corridors connecting various parts of their facilities, like the oculus in Downtown NYC, Transbay in San Francisco and Denver Union Station. Creating these connections becomes a driving force and a feature rather than an obstacle. Denver's Union Station and Washington DC's planned Union Station provide the total experience connecting shopping, lodging, entertainment, commercial and residential amenities.

Creating a destination station is becoming more and more desirable. While they don't have to be at the scale of Grand Central Terminal in New York City, although that landmark generates tremendous retail revenue and the design attracts visitors, shoppers and tourists, in additional to 750,000 daily travelers. Models exist for different scales and with different goals in mind. The success of the modern station depends on several principles, best described through the concept of "Open Transit Design":

- Integration of all available transit modes
- An orientation towards real estate development and creating value
- Architecture that makes iconic spaces
- Integration of culture with transit design
- Appeal for non-transit users[1]

The "Open Transit Design" concept creates opportunities, drawing customers and catalyzing development. Ultimately, success depends on many aspects of a station. Creating a destination where people want to live, work and recreate will spur growth around the station area, increase local property values and ridership, revenue and quality of life.

This appendix presents five examples from across the country illustrate different scales of station design and connectivity being planned and implemented, along with a summary of applicability to the TRAX routing scenarios developed in this feasibility study.

[1] *https://www.planetizen.com/node/58529*

2. Union Station, Denver, CO

This station becomes a destination in itself, not just a means to get to another destination. Union Station in Denver supports a hotel and several restaurants and retailers. Self-proclaimed "Denver's living room", Union Station supports an array of local restaurants, bars and shops. The area around the station has separate, diffuse Bus, LRT and Amtrak facilities connected by vibrant pedestrian amenities that create a connected feeling and network . Transportation elements are tied together above ground by public spaces and landscape elements such as the 17 St. Promenade/Gardens, Wynkoop Plaza, the 16th Street Mall and several other public plazas . The station transformation has spurred redevelopment of the LoDo area around the station which is now one of Denver's liveliest entertainment areas.

- Applicability to SLC – Union Station links disparate commuter rail, bus and Light rail assets through vibrant, revenue producing pedestrian connections. It provides a model of potential retail opportunities along 400S and 300S, connecting scenario alignments to the SLC Central Station. Also, redevelopment of Union Station itself attracted development to the area which is a goal for the area surrounding SLC Central Station.
- Redevelopment and economic impact - Transformed 19.5 acres of abandoned rail yard into a cohesive, inviting urban center featuring new office, retail and residential developments surrounding the freshly renovated Union Station, including 1.5 million square feet of private development.
- Delivery method - Public private partnership where the Master Developer led all planning and design efforts for both the public and private elements – including assembling the design and construction team, and a public finance package combining public and private sources and two federal loan programs in a unique structure that has never been done before. Successfully obtained federal loans through both the TIFIA program and the Railroad Rehabilitation and Improvement Finance (RRIF) program.
- Applicable Open Transit Design principles:
  - Integration of all available transit modes
  - An orientation towards real estate development
  - Architecture that makes iconic spaces
  - Integration of culture with transit design
  - Appeal for non-transit users

[2] *https://unionstationindenver.com/*
[3] *https://en.wikipedia.org/wiki/Denver_Union_Station*
[4] *https://continuumpartners.com/project-page/union-station-district/#:~:text=Denver%20Union%20Station%2C%20located%20in,created%20by%20the%20Continuum%20co%2D*

Figure A-1: Union Station Area Before Redevelopment, Denver, CO

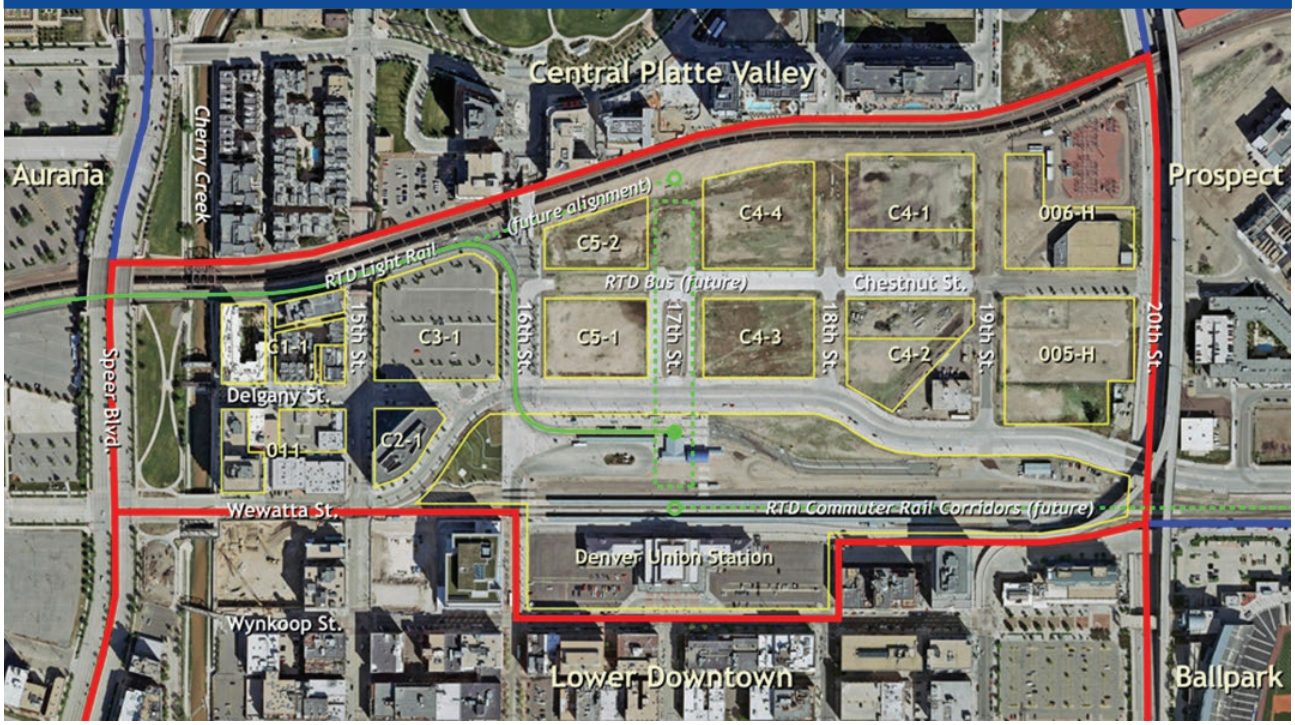


Figure A-2: Plan to link LRT station, BRT and Commuter rail, Denver, CO

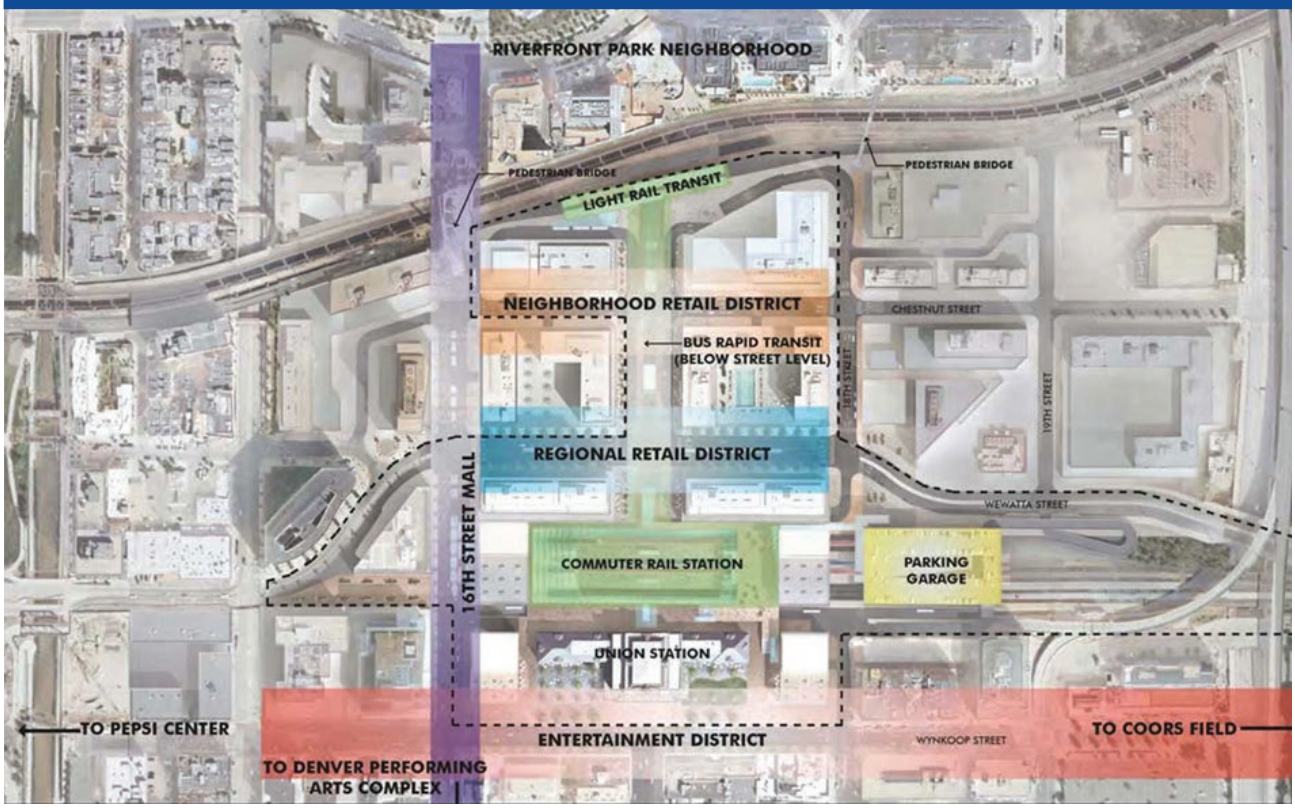


Figure A-3: Union Station Rendering of potential build out Denver, CO

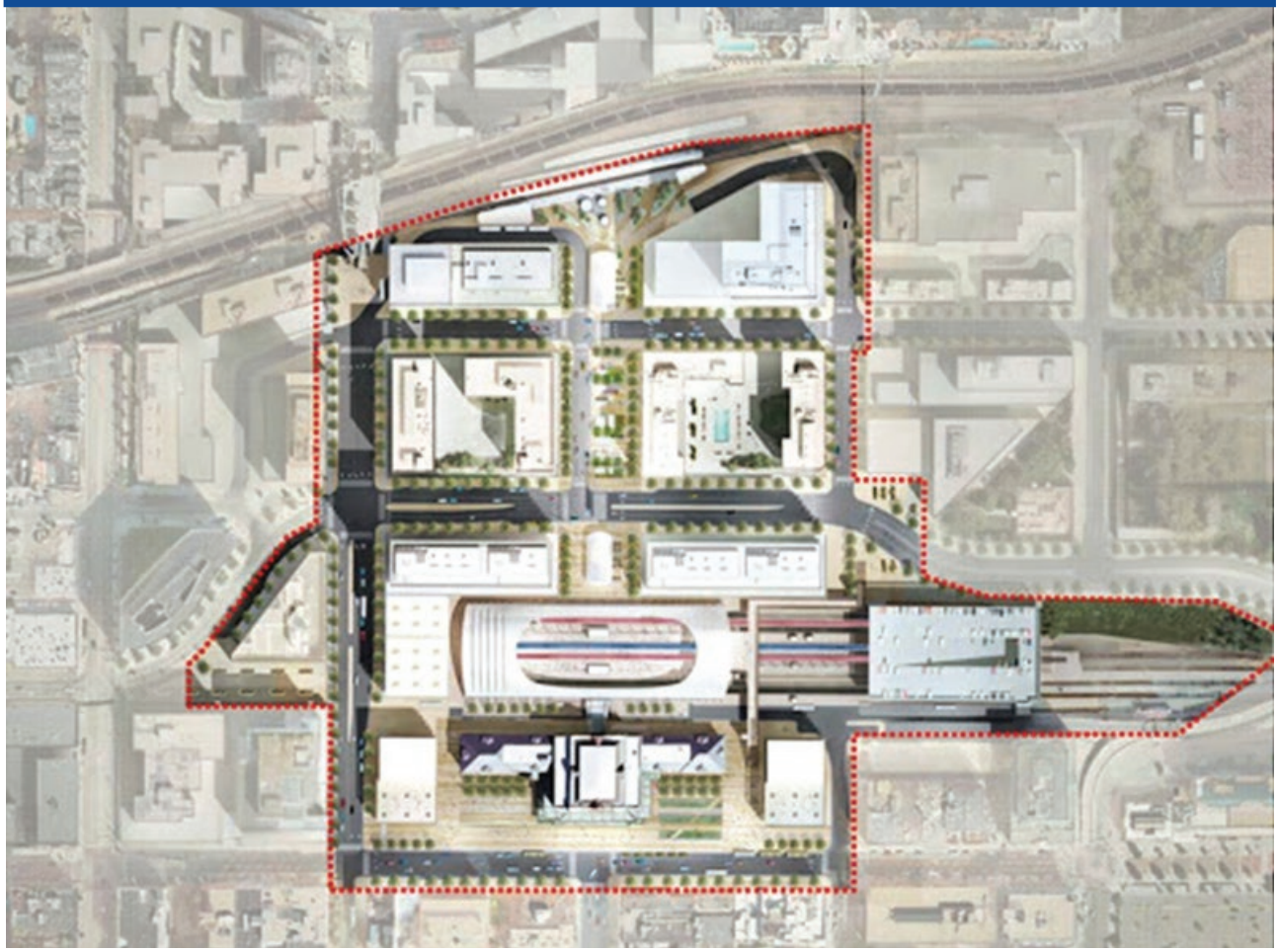


Figure A-4: Union Station Photos, Denver, CO

3. Exchange Street Station, Buffalo, NY

This new station is designed in scale with the surrounding neighborhood. The station incorporates walkability, a pedestrian plaza and will utilize an existing raised roadway to provide a covered pedestrian connection to the Buffalo Metro Link Light Rail Station. The current station supports Amtrak service.

- Applicability to SLC – Exchange Street Station links disparate commuter rail, bus and Light rail assets through a vibrant pedestrian connection under an elevated roadway. This example is applicable to station and connectivity possibilities under each of the scenarios. The scale of this station could also be appropriate for a station serving the Granary District.
- Redevelopment and economic impact – The new station will promote economic activity and tourism for the entire Western New York region and further Buffalo's continued resurgence by making it easier to visit the area's many attractions.
- Delivery method - The New York State Department of Transportation assumed control of the project to replace the train station after the city of Buffalo conducted a location study. NY state awarded a $27.7 million design-build contract for the construction of the new station. The design-build project delivery method - where both the engineering design and the construction of a project are contracted by a single entity known as the design-builder - was employed to save time and reduce costs .
- Applicable Open Transit Design principles:
  - Integration of all available transit modes
  - Architecture that makes iconic spaces
  - Integration of culture with transit design

[5]*https://www.masstransitmag.com/rail/infrastructure/press-release/21162071/office-of-new-york-governor-andrew-cuomo-new-intermodal-transportation-hub-for-in-downtown-buffalo-completed*

Figure A-5: Exchange Street Station Rendering, Buffalo, NY

Figure A-6: Exchange Street Station Pedestrian Transit Connection Rendering, Buffalo, NY

4. L Street Station, Boston, MA

Boston plans to create a destination station to spur redevelopment in South Boston. L Street station is a new mixed-use community-based environment with a broad mix of adaptive re-use and new development totaling approximately 2.1 million SF. It will transform an area of Boston that is currently walled off and inaccessible to the public into a vibrant and connected extension of the South Boston neighborhood. It would offer the community direct access to the waterfront as well as open spaces and gathering areas to connect with friends and neighbors. The site covers 15 acres and will create activity and engagement with housing, retail, a 344-key hotel, two commercial buildings and space for the arts; all of which will be anchored by the new station built out of an old power station, a historic landmark. The interior station features vibrant retail, entertainment and connectivity activities. Although this is not a transit station, it creates a destination with transit accessibility very close by, promoting increased ridership and activity around those transit facilities.

- Applicability to SLC – In this example, L Street Station, a historic landmark is converted into a vibrant, revenue producing, development inducing center of activity in an area of Boston that is underdeveloped. This example could be a model for a station in the Granary District or a reimagined SLC Central Station. It could also serve as a model for an activity center in Scenario 2, such as retrofitting the Denver and Rio Grande Railroad Station into a destination full of vibrant services and amenities, further enhancing a pedestrian connection.
- Redevelopment and economic impact – The L Street Station project spurs new development totaling approximately 2.1 million SF containing housing, retail, a 344-key hotel, two commercial buildings and space for the arts.
- Delivery method – Privately funded. In Final Planning stage.
- Applicable Open Transit Design principles:
  - An orientation towards real estate development
  - Architecture that makes iconic spaces
  - Appeal for non-transit users

Figure A-7: L Street Station Rendering, Boston, MA

[6]*https://www.redgate-re.com/properties/l-street-station-redevelopment/*

5. Union Station, Washington, DC

An intermodal facility, Union Station serves MARC and VRE commuter rail services, the Washington Metro, the DC Streetcar, intercity bus lines, and local Metrobus buses. Today, Union Station is one of the busiest rail facilities and shopping destinations in the United States, and is visited by over 40 million people a year . A master plan for redevelopment of the station is now undergoing environmental review. Several of the goals relate to redevelopment of areas surrounding the station including enhancing integration with the adjacent businesses, neighborhoods, and planned land uses . The project will also include new retail and office space within the footprint of the station property. Renderings of the proposed project depict mixed use redevelopment, pedestrian amenities and linking different transit modes through an active and vibrant plaza.

- Applicability to SLC – Union Station in Washington, DC links commuter rail, bus and Light rail assets through vibrant, pedestrian friendly plaza and gathering space. The concept can be applied to creating pedestrian connections with activities, and creation of inviting and vibrant pedestrian plazas, connecting the Scenario alignments to the SLC Central Station and boosting development potential in the surrounding area.
- Redevelopment and economic impact – Creates a new transit-oriented urban neighborhood known as the Burnham Place project. Includes three million square-foot mixed-use development over the existing rail yard featuring retail, hotel, office and residential space – all interspersed with open public spaces including a green linear park connecting pedestrians and bikers north to Montgomery County in Maryland .
- Delivery method - Funding and delivery method for thus project has not yet established. Amtrak officials anticipate that 50 percent to 80 percent of the project could be covered by federal funds . Partners in the project include: Amtrak, Union Station Redevelopment Corporation (USRC), Akridge, US DOT / Federal Railroad Administration (FRA), Ashkenazy, Maryland Transit Administration (MTA) / MARC, Virginia Railway Express (VRE), District of Columbia DOT .
- Applicable Open Transit Design principles:
  - Integration of all available transit modes
  - An orientation towards real estate development
  - Architecture that makes iconic spaces
  - Integration of culture with transit design
  - Appeal for non-transit users

[7] *https://en.wikipedia.org/wiki/Washington_Union_Station*
[8] *https://planning.dc.gov/washington-union-station*
[9] *https://nec.amtrak.com/project/washington-union-stations-2nd-century/*
[10] *https://www.governing.com/topics/transportation-infrastructure/gov-union-station-plan-announced.html*
[11] *https://nec.amtrak.com/project/washington-union-stations-2nd-century/*

Figure A-8: Union Station Rendering, Washington, DC

Figure A-9: Union Station Pedestrian Plaza Rendering, Washington, DC

6. Transbay Project, San Francisco, CA

Although it is at a different scale than what is envisioned for Salt Lake City, Transbay Transit Center is worth noting due to its amenities and benefits. It will replace the Transbay Terminal with a new multimodal transportation center. Spanning several city blocks, the Transbay Program will link 11 transportation systems under a single roof, and create a pedestrian and bike friendly community with access to public transit, shopping, open space, and other amenities.

- Applicability to SLC – The Transbay Transit Center itself is not at the scale that would be implementable in Salt Lake City. However, the facility links disparate commuter rail, bus and Light rail assets through vibrant, facility with multiple amenities, including pedestrian connections and an innovative rooftop park, creating development opportunities for the surrounding neighborhood.
- Redevelopment and economic impact – The Program will create an estimated 125,000 jobs, directly, indirectly and induced, including approximately 8,300 construction and 27,000 permanent jobs. Construction of the Transit Center and buildout of the surrounding Transbay neighborhood will generate more than $87 billion in Gross Regional Product and $52 billion in personal income through 2030. The Transbay Program and related amenities are expected to result in about $3.9 billion in premium value for existing and new commercial and residential properties within an about ¾ mile zone around the Transit Center.
- Delivery method - The San Francisco Redevelopment Agency (SFRA) in collaboration with the Transbay Joint Powers Authority is developing the project through competitive bid by private developers under the SFRA's Redevelopment plan. The transit tower joint development project is enabled by a Right-of-Way Use Agreement .
- Applicable Open Transit Design principles:
  - Integration of all available transit modes
  - An orientation towards real estate development
  - Architecture that makes iconic spaces
  - Integration of culture with transit design
  - Appeal for non-transit users

[12] *https://tjpa.org/project/economic-benefits*
[13] *https://www.fhwa.dot.gov/ipd/project_profiles/ca_transbay_transit.aspx*

Figure A-10: Transbay Transit Center Pedestrian Activity Rendering, San Francisco, CA

Figure A-11: Transbay Transit Center Rooftop Park Rendering, San Francisco, CA

Figure A-12: Transbay Transit Center Station Area Development Rendering, San Francisco, CA

Appendix B

Conceptual Cost Estimates

Appendix B

Conceptual Cost Estimates

The Preliminary Opinion of Cost was developed using the concept-level design found in Appendix C: TRAX Alignment Concepts. This design is based upon UTA's Light Rail Design Criteria (Revision 6, February 2015) and the Utah Department of Transportation Roadway Design Manual (April 2020).

The Preliminary Opinion of Cost is in 2020 dollars. Data from the following projects were used to estimate and escalate unit costs:

- Ogden BRT
- Airport LRT (escalated costs)
- West Valley LRT (escalated costs)

Where possible, unit costs from the Ogden BRT project were used as those costs are true 2020 dollars. Unit costs that were not available from the Ogden BRT were determined by escalating costs from the Airport and West Valley projects to 2020 dollars.

The cost for a full grand union at 400 South and Main Street was assumed to be approximately 133% the cost of a half grand union. It was assumed the existing half grand at that location would be completely rebuilt and no components of the existing half grand would be utilized.

Utilities were not designed; utility costs were determined using an overall ratio of cost per rail-foot from both the Airport and West Valley projects and applied to these quantities.

Professional services costs were determined by applying a total of 22% to the construction items. A 30% unallocated contingency was applied to all costs except vehicles. A breakdown can be found in this Appendix B.

Quantities were generated from the conceptual designs in Appendix C and rounded to the nearest hundred or thousand, whichever is reasonable for each item.

There are several important items to note on the design that will impact the quantities and cost. Right-of-way impacts and costs can vary greatly based on the final design. The design can be altered to mitigate certain right-of-way impacts, but those alterations may create other significant impacts and right-of-way conflicts. The designs in Appendix C were created to balance impacts and cost. The minimal right-of-way impacts in this design are based on the above assumptions, without which right-of-way requirements will significantly increase.

Total acquisitions of two properties were assumed in Scenario 1:

- 379 S 300 W [$800,000]
- 268 W 400 S [$1,950,000]

Additional survey work is required to determine the need of right-of-way acquisition. It is possible this alternative is feasible without the significant right-of-way acquisition costs included in this report.

A six-foot temporary construction easement was assumed to be required along the entire area of road reconstruction, other than where a building abuts the property line. The duration of this temporary construction easement was assumed to be three years. A larger temporary construction easement or one that is needed for a longer duration would increase the associated costs.

Rights, responsibilities, and actualities for the abandoned railroad right-of-way between the Ballpark Station and 400 South are complex, and will need to be further researched and addressed in future project planning studies. The cost estimate assumes that the project would be able to obtain rights to use this right-of-way at no cost.

UTA DOWNTOWN SLC LIGHT RAIL FEASIBILITY STUDY

PRELIMINARY OPINION OF COST

				Scenario 1: Red-Orange		Scenario 2: Red-Orange 400 W		Scenario 3: Green Line	
		UNIT PRICE	UNIT	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST
10 GUIDEWAY & TRACK ELEMENTS					**$ 21,162,100**		**$ 24,131,200**		**$ 10,930,400**
10.03	Guideway: At-grade in mixed traffic								
	Excavation	$ 38.00	CY	16,000	$ 608,000	16,000	$ 608,000	12,000	$ 456,000
	Scarify/Recompact Guideway	$ 0.30	SF	342,000	$ 102,600	349,000	$ 104,700	248,000	$ 74,400
	Guideway Grading	$ 0.50	SF	342,000	$ 171,000	349,000	$ 174,500	248,000	$ 124,000
	Embedded Guideway Curb	$ 45.00	LF	20,400	$ 918,000	20,200	$ 909,000	15,300	$ 688,500
10.10	Track: Embedded (exclusive) (double track)	$ 800.00	LF	10,200	$ 8,160,000	10,100	$ 8,080,000	7,700	$ 6,160,000
10.10	Track: Embedded (intersections/cross-traffic) (double track)	$ 675.00	LF	2,100	$ 1,417,500	2,400	$ 1,620,000	1,300	$ 877,500
10.11	Track: Ballasted	$ 350.00	LF	1,100	$ 385,000	1,100	$ 385,000		
10.12	Track: Special (switches, turnouts)								
	No 10 Embedded Double Crossover	$ 1,100,000.00	EA	2	$ 2,200,000	2	$ 2,200,000	2	$ 2,200,000
	No 10 Ballasted Turnout	$ 175,000.00	EA	2	$ 350,000	2	$ 350,000	2	$ 350,000
	Embedded Half Grand	$ 2,850,000.00	EA	1	$ 2,850,000	2	$ 5,700,000		
	Embedded Full Grand	$ 4,000,000.00	EA	1	$ 4,000,000	1	$ 4,000,000		
20 STATIONS, STOPS, TERMINALS, INTERMODAL					**$ 3,900,000**		**$ 5,200,000**		**$ 2,600,000**
20.01	At-grade station, stop, shelter, mall, terminal, platform	$ 1,300,000.00	EA	3	$ 3,900,000	4	$ 5,200,000	2	$ 2,600,000
	400 W at 800 S		SF	6,346		6,346		6,346	
	400 S at Pioneer Park		SF	6,346					
	400 S at Main Street		SF	5,754		5,754			
	400 W at 400 S		SF			6,346		6,346	
	400 W at 300 S		SF			6,346			
40 SITEWORK & SPECIAL CONDITIONS					**$ 36,351,177**		**$ 36,521,921**		**$ 26,000,633**
40.01	Demolition, Clearing, Earthwork								
	Remove Curb and Gutter	$ 7.00	LF	16,000	$ 112,000	17,000	$ 119,000	10,000	$ 70,000
	Remove Sidewalk	$ 2.00	SF	110,000	$ 220,000	118,000	$ 236,000	53,000	$ 106,000
	Remove Asphalt	$ 1.75	SF	778,000	$ 1,361,500	814,000	$ 1,424,500	435,000	$ 761,250
40.02	Site Utilities, Utility Relocation								
	Drainage	$ 278.12	RF	12,300	$ 3,420,876	12,100	$ 3,365,252	8,900	$ 2,475,268
	Waterlines	$ 123.67	RF	12,300	$ 1,521,141	12,100	$ 1,496,407	8,900	$ 1,100,663
	Sanitary Sewer	$ 72.52	RF	12,300	$ 891,996	12,100	$ 877,492	8,900	$ 645,428
	Dry Utilities	$ 109.02	RF	12,300	$ 1,340,946	12,100	$ 1,319,142	8,900	$ 970,278
40.06	Pedestrian / bike access and accommodation, landscaping								
	Landscape & Irrigation (Parkstrips)	$ 3.50	SF	43,000	$ 150,500	71,000	$ 248,500	27,000	$ 94,500
40.07	Automobile, bus, van accessways including roads, parking lots								
	Curb and Gutter	$ 45.00	LF	16,000	$ 720,000	17,000	$ 765,000	10,000	$ 450,000
	Sidewalk	$ 10.00	SF	93,000	$ 930,000	98,000	$ 980,000	54,000	$ 540,000
	Pedestrain Ramp	$ 2,500.00	EA	1,000	$ 2,500,000	1,000	$ 2,500,000	1,000	$ 2,500,000
	Roadway Excavation (Roadway Only) [24 INCH DEPTH]	$ 40.00	CY	39,000	$ 1,560,000	39,000	$ 1,560,000	19,000	$ 760,000
	Roadway Grading	$ 0.30	SF	516,000	$ 154,800	524,000	$ 157,200	252,000	$ 75,600
	Asphalt Paving [6 INCH DEPTH]	$ 100.00	TN	20,000	$ 2,000,000	20,000	$ 2,000,000	10,000	$ 1,000,000
	Granular Borrow [18 INCH DEPTH]	$ 51.00	CY	6,000	$ 306,000	2,000	$ 102,000	6,000	$ 306,000
	Untreated Base Course [6 INCH DEPTH]	$ 70.00	CY	10,000	$ 700,000	10,000	$ 700,000	5,000	$ 350,000
40.08	Temporary Facilities and other indirect costs during construction								
	Payment/Performance Bond	0.70%	$	61,538,059	$ 430,766	62,238,093	$ 435,667	45,985,487	$ 321,898
	Contractor's Insurance not Covered by OCIP	0.65%	$	61,538,059	$ 399,997	62,238,093	$ 404,548	45,985,487	$ 298,906
	Contractor's Insurance - OCIP	3.00%	$	61,538,059	$ 1,846,142	62,238,093	$ 1,867,143	45,985,487	$ 1,379,565
	Project Management & Supervision - Construction	13.43%	$	61,538,059	$ 8,264,561	62,238,093	$ 8,358,576	45,985,487	$ 6,175,851
	Design & Construction QA/QC Plan & Program Admin	2.83%	$	61,538,059	$ 1,741,527	62,238,093	$ 1,761,338	45,985,487	$ 1,301,389
	Security, Safety Plan & Program Admin	0.83%	$	61,538,059	$ 510,766	62,238,093	$ 516,576	45,985,487	$ 381,680
	Contractor's Temporary Facilities & Equipment	2.98%	$	61,538,059	$ 1,833,834	62,238,093	$ 1,854,695	45,985,487	$ 1,370,368
	Construction Survey & Layout	1.34%	$	61,538,059	$ 824,610	62,238,093	$ 833,990	45,985,487	$ 616,206

UTA DOWNTOWN SLC LIGHT RAIL FEASIBILITY STUDY

PRELIMINARY OPINION OF COST

				Scenario 1: Red-Orange		Scenario 2: Red-Orange 400 W		Scenario 3: Green Line	
		UNIT PRICE	UNIT	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST
	Public Information, Community Relocations & Mitiga	0.52%	$	61,538,059	$ 319,998	62,238,093	$ 323,638	45,985,487	$ 239,125
	Mobilization	0.21%	$	61,538,059	$ 129,230	62,238,093	$ 130,700	45,985,487	$ 96,570
	Maint of Traffic Plan, Implementation & Operations	2.47%	$	61,538,059	$ 1,519,990	62,238,093	$ 1,537,281	45,985,487	$ 1,135,842
	Railroad Flagging	0.50%	$	61,538,059	$ 307,690	62,238,093	$ 311,190	45,985,487	$ 229,927
	Erosion Control & Implementation	0.54%	$	61,538,059	$ 332,306	62,238,093	$ 336,086	45,985,487	$ 248,322
50 SYSTEMS					**$ 25,436,200**		**$ 25,416,400**		**$ 20,250,100**
50.01	Train control and signals								
	Train Signals including train circuits	$ 500.00	RF	12,300	$ 6,150,000	12,100	$ 6,050,000	8,900	$ 4,450,000
50.02	Traffic signals and crossing protection								
	Traffic Signals	$ 86,000.00	EA	17	$ 1,462,000	19	$ 1,634,000	8	$ 688,000
50.03	Traction power supply: substations								
	New Traction Power Substations	$ 3,000,000.00	EA	2	$ 6,000,000	2	$ 6,000,000	2	$ 6,000,000
	Upgrade to 2.0 MW Substation	$ 2,000,000.00	EA	1	$ 2,000,000	1	$ 2,000,000	1	$ 2,000,000
50.04	Traction power distribution: catenary and third rail								
	OCS Pole Foundations	$ 5,500.00	EA	100	$ 550,000	102	$ 561,000	73	$ 401,500
	OCS System	$ 580.00	RF	12,300	$ 7,134,000	12,100	$ 7,018,000	8,900	$ 5,162,000
50.05	Communications								
	Communications System	$ 54.00	RF	12,300	$ 664,200	12,100	$ 653,400	8,900	$ 480,600
50.08	Systems Ductbanks								
	Signal & Communications Ductbanks-Backbone	$ 120.00	LF	12,300	$ 1,476,000	12,500	$ 1,500,000	8,900	$ 1,068,000
Construction Subtotal Less 40.08					$ 68,388,059		$ 72,598,093		$ 45,985,487
Construction Subtotal w/o Markup					$ 86,849,477		$ 91,269,521		$ 59,781,133
Contractor Markup of 12%					$ 10,421,937		$ 10,952,343		$ 7,173,736
Construction Subtotal (10 - 50)					$ 97,271,414		$ 102,221,863		$ 66,954,869
60 ROW, LAND, EXISTING IMPROVEMENTS					**$ 8,800,400**		**$ 1,586,200**		**$ 1,636,320**
60.01	Purchase or lease of real estate								
	ROW Purchase		SF	30,020	$ 3,655,000	700	$ 91,000	9,000	$ 720,000
	Temporary Construction Easement	$ 20.00	SF	74,520	$ 1,490,400	74,760	$ 1,495,200	45,816	$ 916,320
70 VEHICLES (number)					**$ 99,000,000**		**$ 99,000,000**		**$ 99,000,000**
70.01	Light Rail								
	S70 Vehicles	$ 4,500,000.00	EA	22	$ 99,000,000	22	$ 99,000,000	22	$ 99,000,000
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)					**$ 19,106,885**		**$ 20,079,295**		**$ 13,151,849**
80.01	Project Development	4%			$ 3,473,979		$ 3,650,781		$ 2,391,245
80.02	Engineering	8%			$ 6,947,958		$ 7,301,562		$ 4,782,491
80.03	Project Management for Design and Construction	5%			$ 4,342,474		$ 4,563,476		$ 2,989,057
80.04	Construction Administration & Management	2%			$ 1,736,990		$ 1,825,390		$ 1,195,623
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	1%			$ 868,495		$ 912,695		$ 597,811
80.08	Start up	2%			$ 1,736,990		$ 1,825,390		$ 1,195,623
Subtotal (10 - 80)					$ 224,178,699		$ 222,887,358		$ 180,743,038
90 UNALLOCATED CONTINGENCY (applies to Cats. 10-60, 80)		**30%**			**$ 37,553,609.63**		**$ 37,166,207.40**		**$ 24,522,911.51**
Subtotal (10 - 90)					$ 261,732,308		$ 260,053,565		$ 205,265,950
TOTAL PROJECT COST					**$ 261,732,308**		**$ 260,053,565**		**$ 205,265,950**
YOE Construction Cost per Mile					**$ 41,755,534**		**$ 43,178,515**		**$ 39,280,190**
YOE Total Project Cost per Mile Not Including Vehicles					**$ 69,855,820**		**$ 68,029,026**		**$ 62,342,691**
YOE Total Project Cost per Mile					**$ 112,353,381**		**$ 109,846,626**		**$ 120,422,691**

Appendix C

TRAX Alignment Concepts

Appendix C

TRAX Alignment Concepts

Basis of Design

The three scenarios are concepts developed using the UTA's Light Rail Design Criteria (Revision 6, February 2015) and the Utah Department of Transportation Roadway Design Manual (April 2020) as a basis. The scenarios aim to achieve the stated project goals and balance adverse impacts.

Assumptions

The design is also based on the following assumptions:

- UDOT Region 2 will approve 2-foot lane offsets through intersections
- Design will receive UTA approval for a narrow suburban-style station platform on 400 S at West Temple
- Street parking is removed on 400 South
- Lane width is reduced to 10.5 feet on 400 South
- Shoulder width is 2 feet, including gutter

Design Decisions

The Salt Lake City Pedestrian & Bicycle Master Plan (December 2015) calls for a bike lane on 400 South west of 300 West in the 0-10 year recommendations. This is not feasible in the included designs without a reduction in travel lanes. Sidewalks can be converted to a shared-use path with appropriate signage to achieve some of the Master Plan goals.

Per direction of UTA and Salt Lake City, the design is based on 10.5-foot travel lane widths. Reduced travel lane widths may lead to slower travel speeds which can lead to increased safety for drivers, cyclists, and pedestrians. Existing travel lane width is typically 12-feet. Existing travel lane width along 400 South where there is a light rail alignment is 11-feet. Wider travel lanes would require significant right-of-way acquisitions to preserve the number of travel lanes and lane alignment through intersections. The Salt Lake City Street Typology (May 2020) document includes 10.5-foot travel lanes on the Destination Thoroughfare typology, which is most compatible with this design.

These scenarios include 400 West with the existing lane configurations, with two travel lanes north of 600 South and one travel lane south of 600 South. It is feasible to continue two travel lanes throughout the street, although walkability benefits can be achieved by not expanding the roadway. The available right-of-way could also be used to include other features such as on-street parking or bike lanes.

Left turn lanes were not preserved at the following intersections:

- 400 South at 500 West (east traveling west)
- 400 South at 400 West (east traveling west)
- 400 South at West Temple (east traveling west)
- 400 South at Main Street (west traveling east)

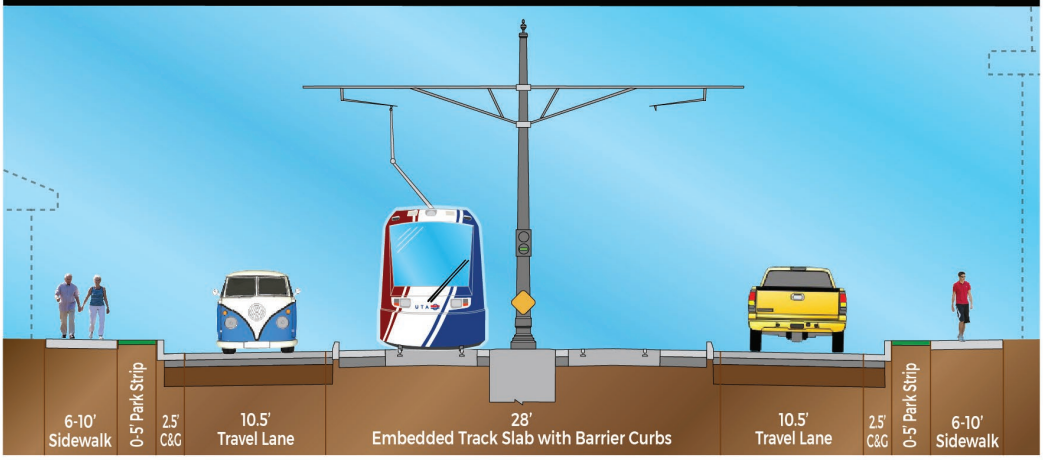
Including left turn lanes at these locations would have significantly increased impacts and right-of-way acquisitions. This approach balanced the existing vehicle traffic needs with the surrounding urban fabric.

A full grand union is included at the intersection of 400 South and Main Street to provide system redundancy. In order to provide for this full grand union, the proposed new Courthouse Station on 400 South was placed at the West Temple end of the block. This design requires the left turn

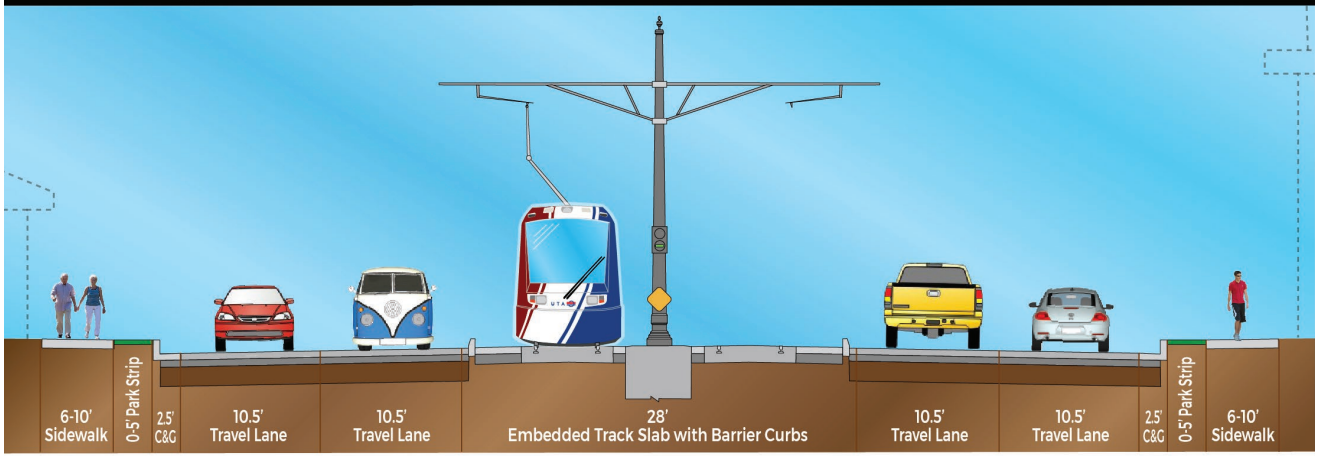
lane from westbound 400 South to southbound West Temple to be removed. Both 400 South and West Temple are state routes in this location, there future studies will need to coordinate the design with UDOT. An improved pedestrian connection should be considered in any future redevelopment of the city-owned parking lot between this proposed station and the existing Courthouse Station.

Potential Typical LRT Cross-Sections *(p. 1 of 2)*

Potential Typical LRT Cross Section *(400 West - Two Traffic Lanes)*

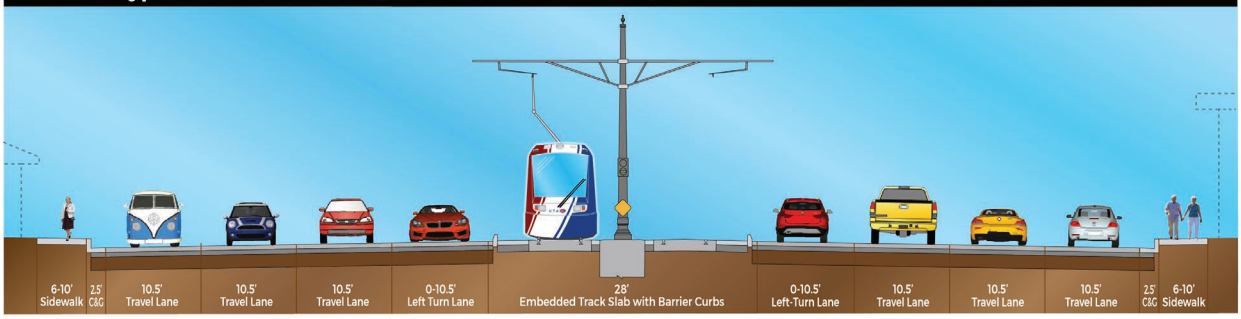


Potential Typical LRT Cross Section *(400 West - Four Traffic Lanes)*

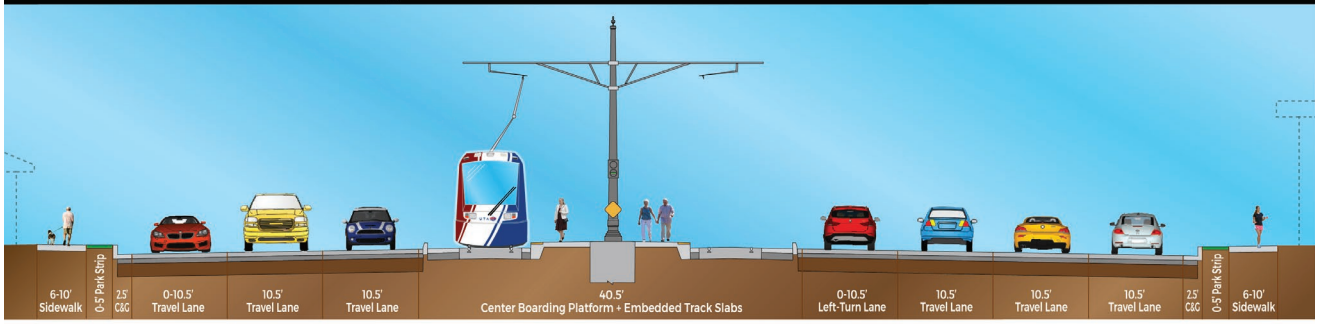


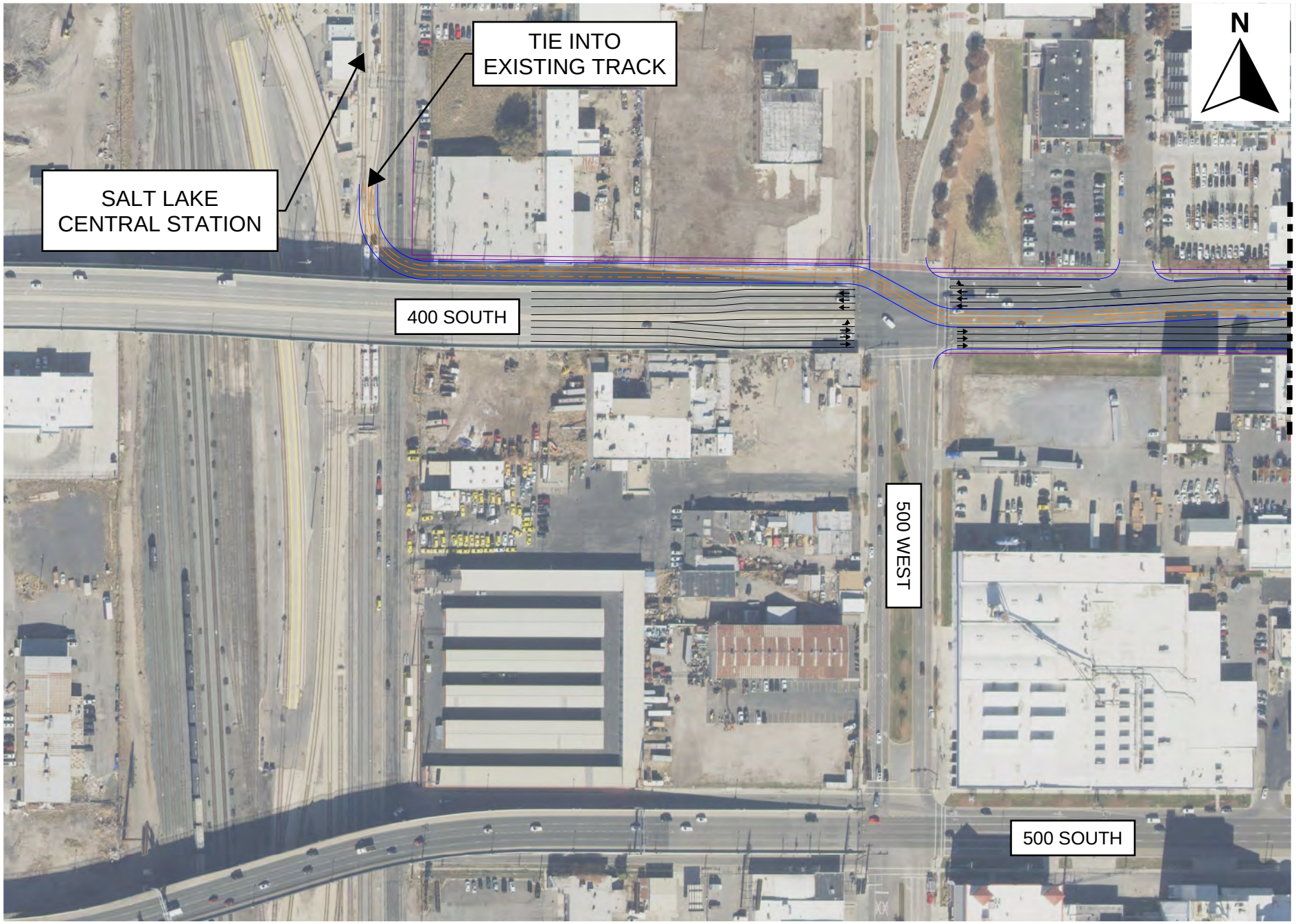
Potential Typical LRT Cross-Sections *(p. 2 of 2)*

Potential Typical LRT Cross Section ***(400 South - Six Traffic Lanes)***



Potential Typical LRT Center Boarding Platform Station Cross Section





REV	DATE	Description

Submitted By:

Approved By:

UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City
Rail Feasibility Study

Scenario 1

Scale:	1" = 200'
CADD Filename:	
Submittal Date:	April 7, 2021
UTA Contract No.:	
Drawing No.:	S1

REV	DATE	Description

Submitted By:

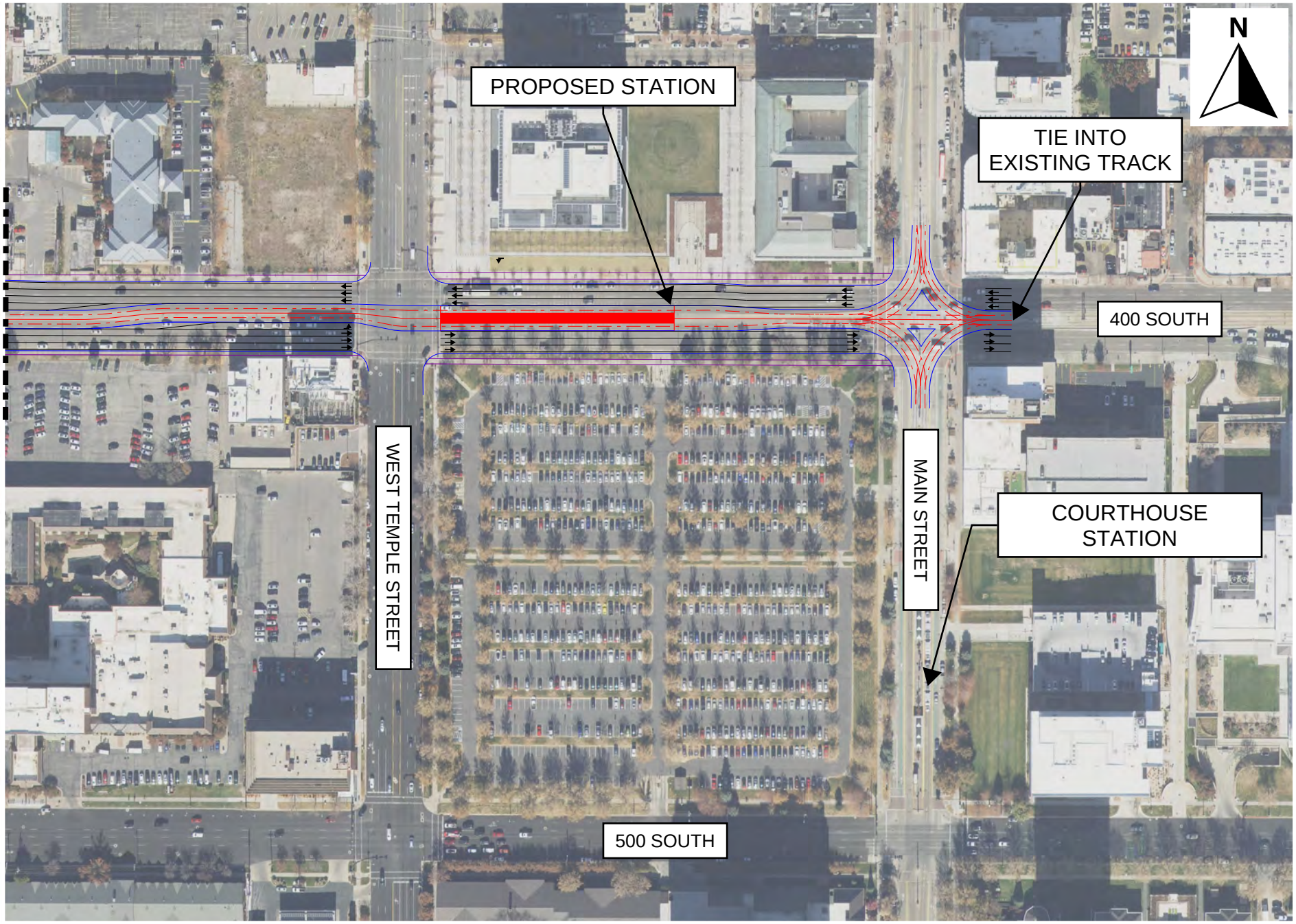
Approved By:

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 1

Scale:	1" = 200'
CADD Filename:	
Submitted Date:	April 7, 2021
UTA Contract No.:	
Drawing No.:	S1
Sheet No.:	144



REV	DATE	Description

Submitted By:

Approved By:

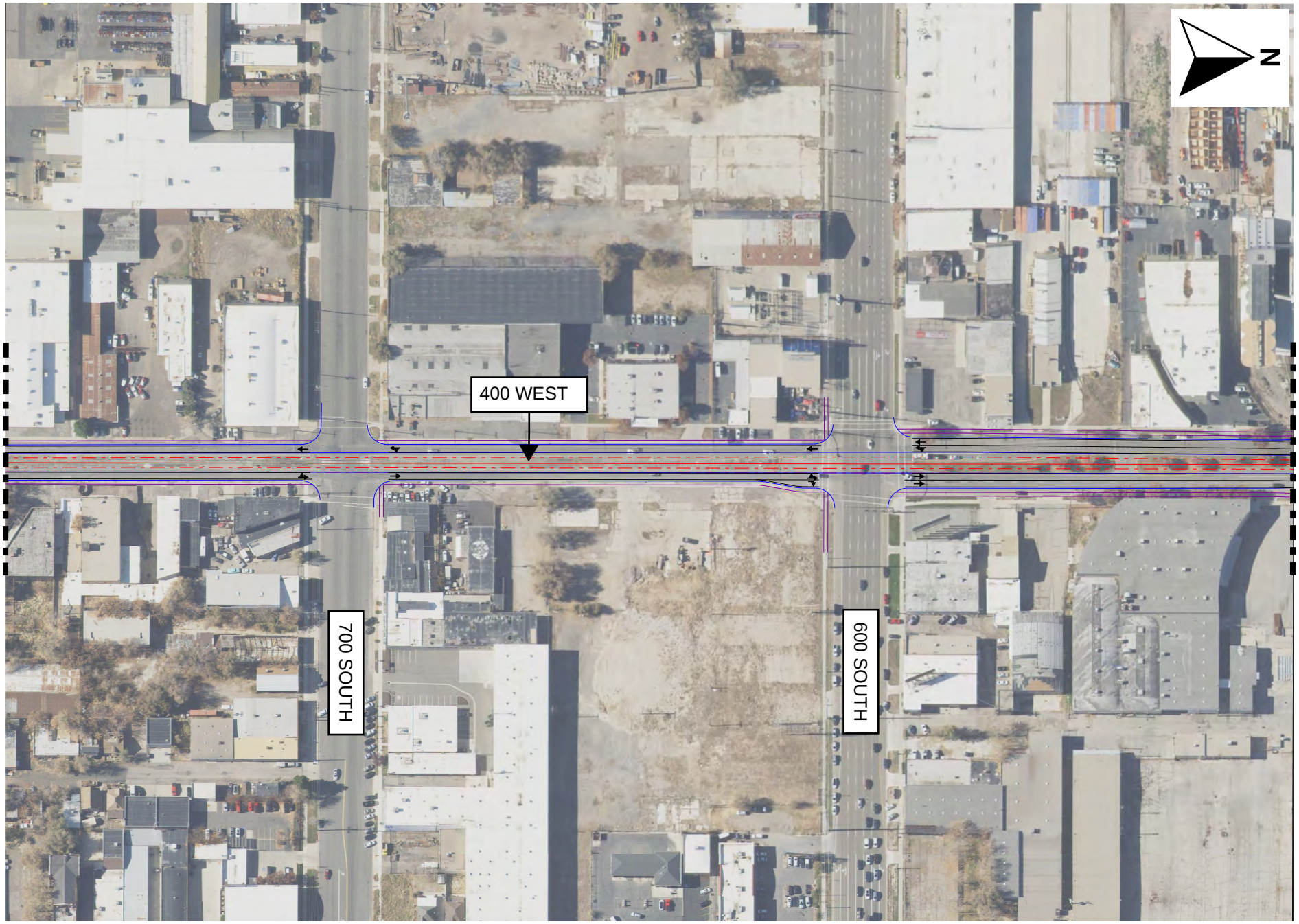
UTAH TRANSIT AUTHORITY

Designed By: JAH
Drawn By: MEL
Checked By: JAH
Approved By:

Downtown Salt Lake City Rail Feasibility Study

Scenario 1

Scale: 1" = 200'
CADD Filename:
Submitted Date: April 7, 2021
UTA Contract No.:
Drawing No.: S1
Sheet No.: 145



REV	DATE	Description

Submitted By:

Approved By:

UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 1

Scale:	1" = 200'
CADD Filename:	
Submittal Date:	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S1
Sheet No.:	04

REV	DATE	Description

Submitted By:

Approved By:

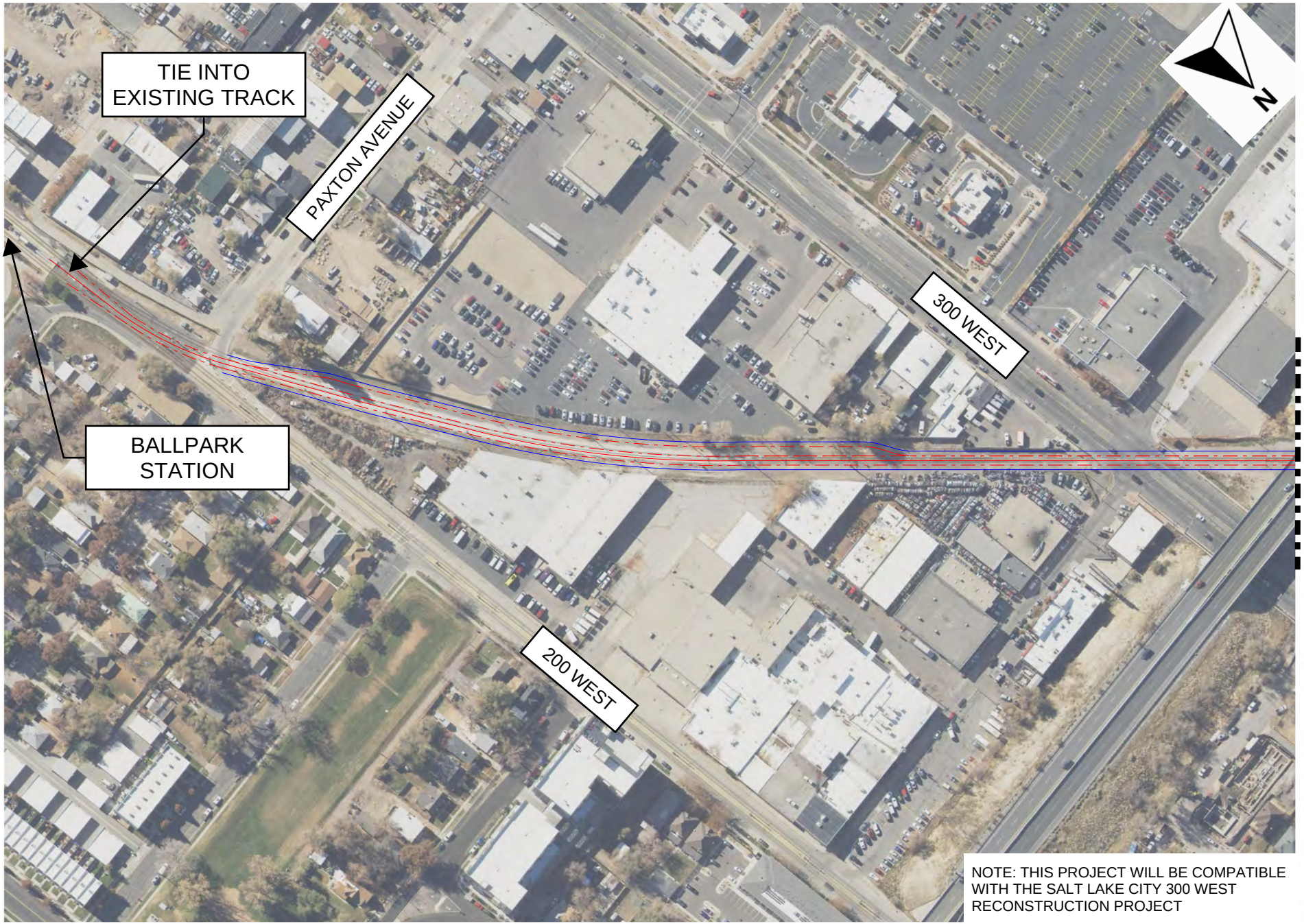
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 1

Scale:	1" = 200'
CADD Filename:	
Submittal Date:	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S1
Sheet No.:	05



NOTE: THIS PROJECT WILL BE COMPATIBLE WITH THE SALT LAKE CITY 300 WEST RECONSTRUCTION PROJECT

REV	DATE	Description

Submitted By: _____

Approved By: _____

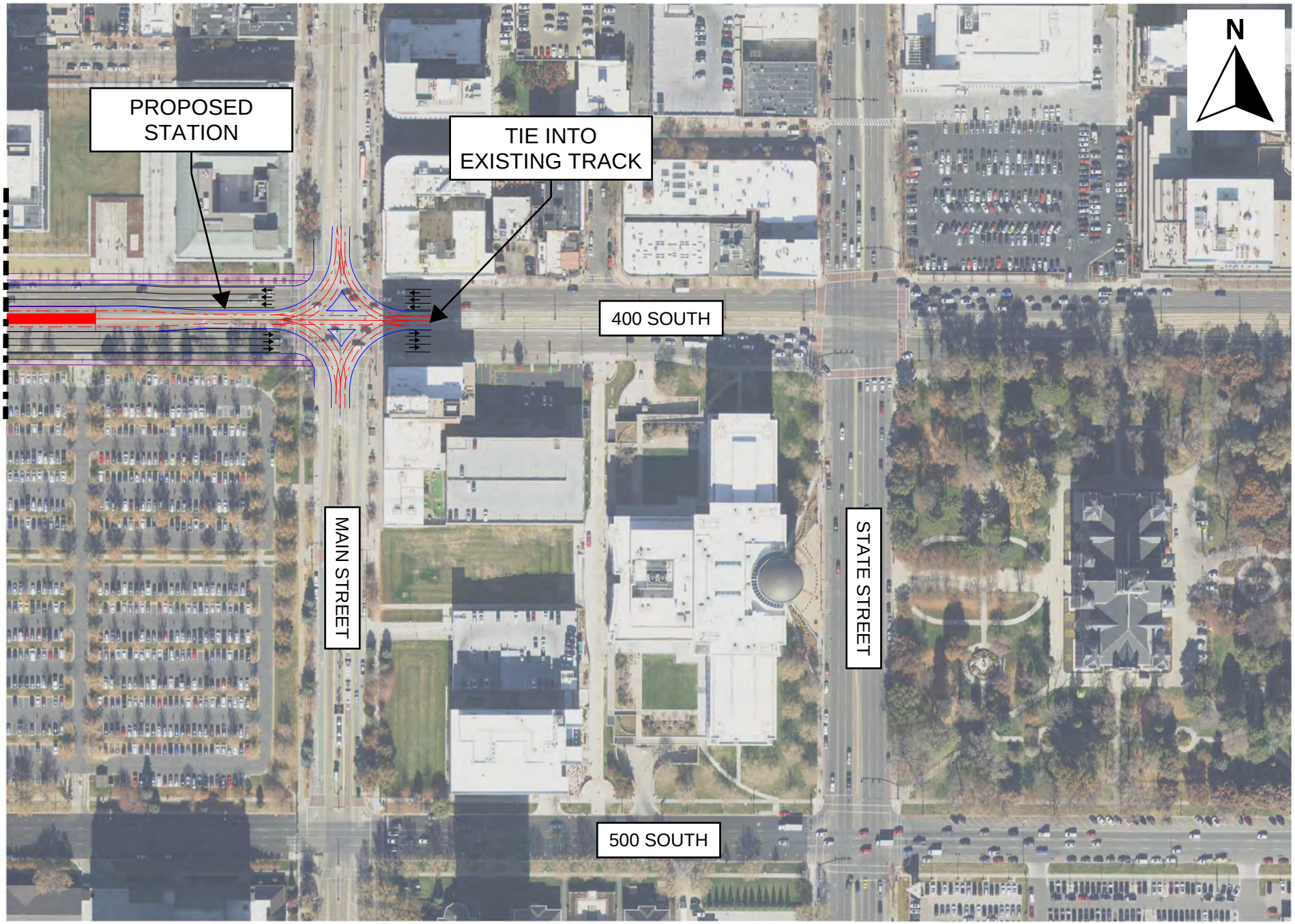
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 1

Scale:	1" = 200'
CADD Filename:	
Submittal Date	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S1
Sheet No.:	06



REV	DATE	Description

Submitted By:

Approved By:

UTAH TRANSIT AUTHORITY

Designed By: JAH
Drawn By: MEL
Checked By: JAH
Approved By:

Downtown Salt Lake City Rail Feasibility Study

Scenario 2

Scale: 1" = 200'
CADD Filename:
Submitted Date: April 7, 2021
UTA Contract No.:
Drawing No.: S2
Sheet No.: 149

REV	DATE	Description

Submitted By:

Approved By:

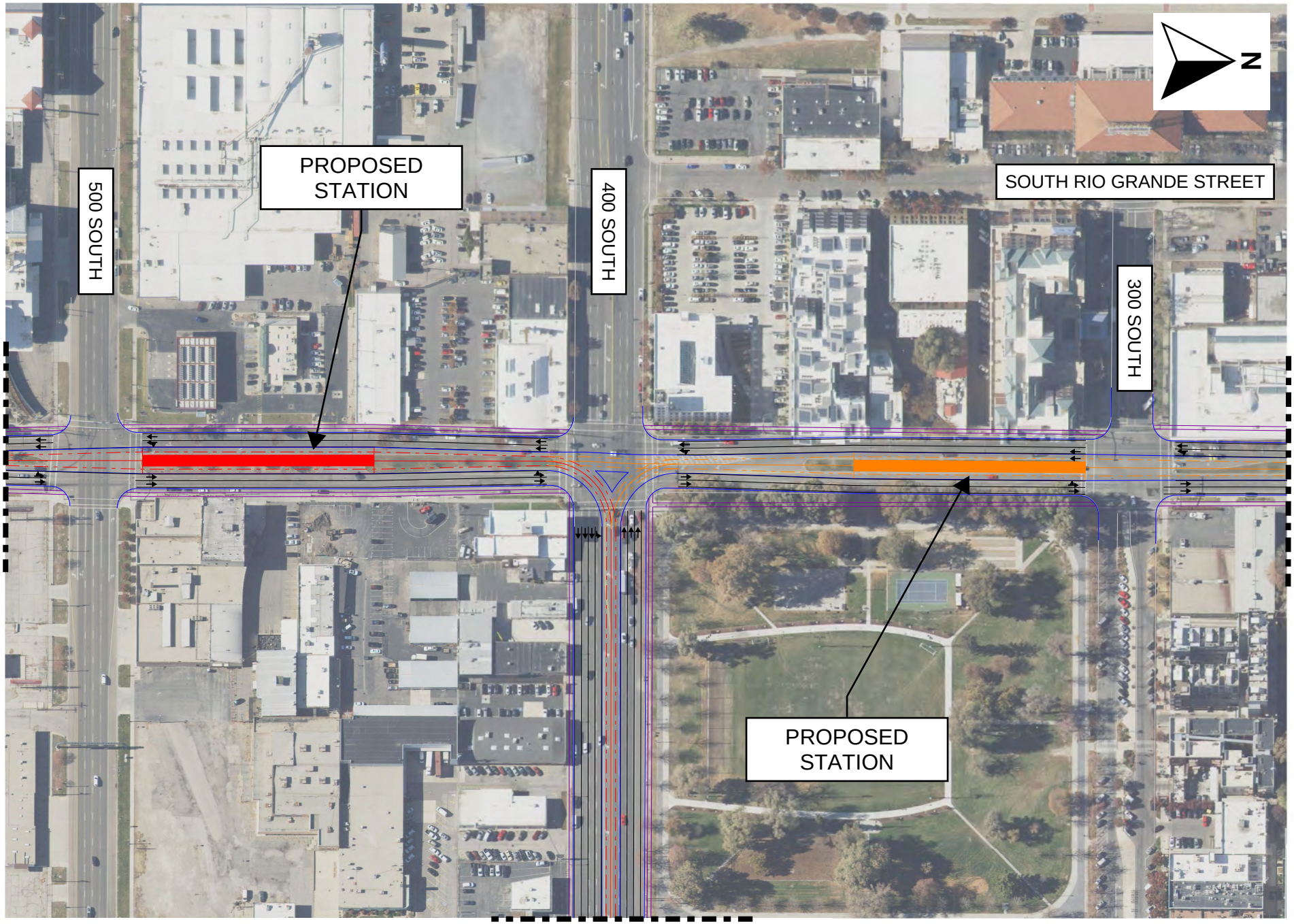
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City
Rail Feasibility Study

Scenario 2

Scale:	1" = 200'
CADD Filename:	
Submitted Date:	April 7, 2021
UTA Contract No.:	
Drawing No.:	S2
Sheet No.:	150



REV	DATE	Description

Submitted By:

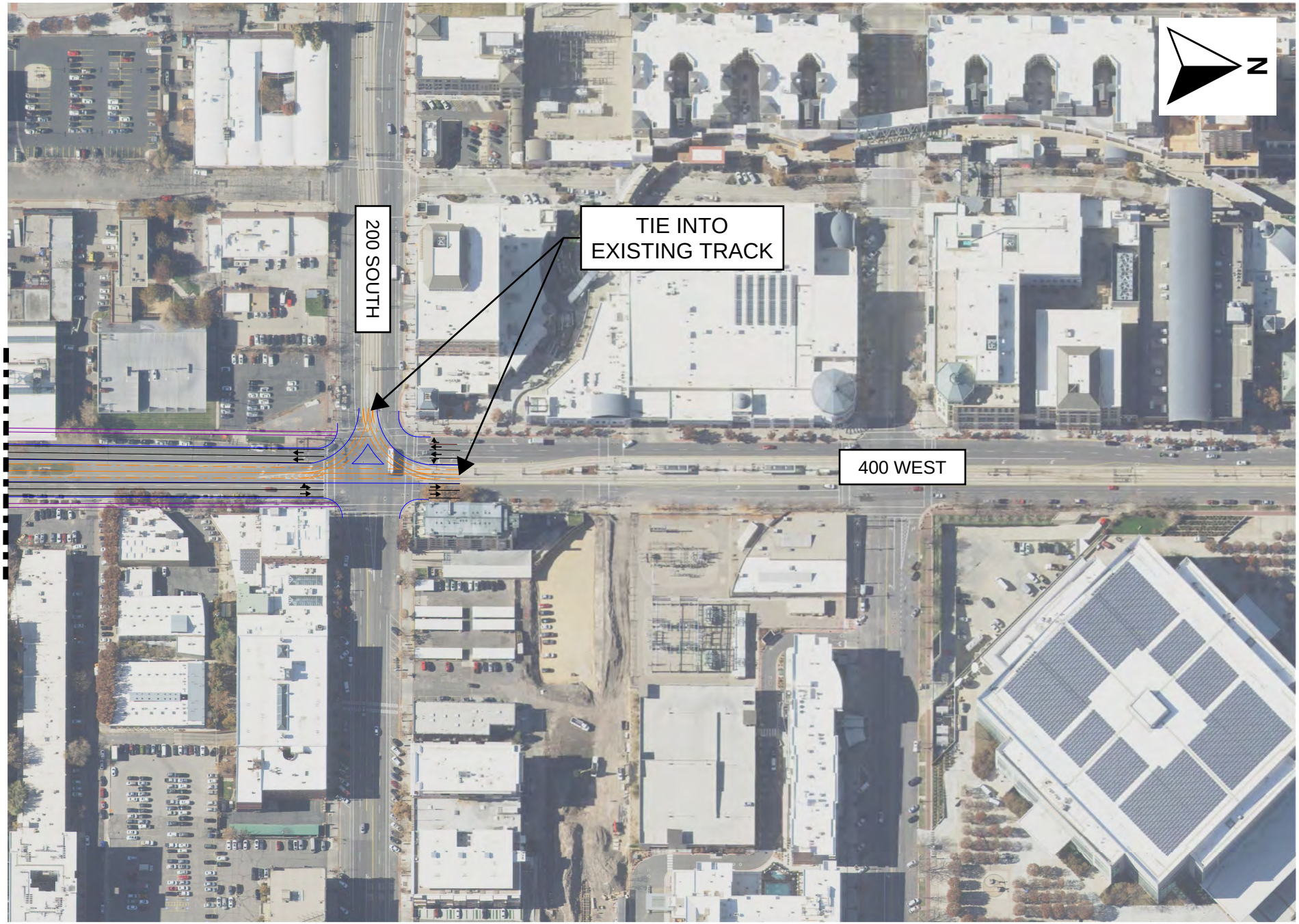
Approved By:

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 2

Scale:	1" = 200'
CADD Filename:	
Submitted Date:	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S2
Sheet No.:	03



REV	DATE	Description

Submitted By: _____

Approved By: _____

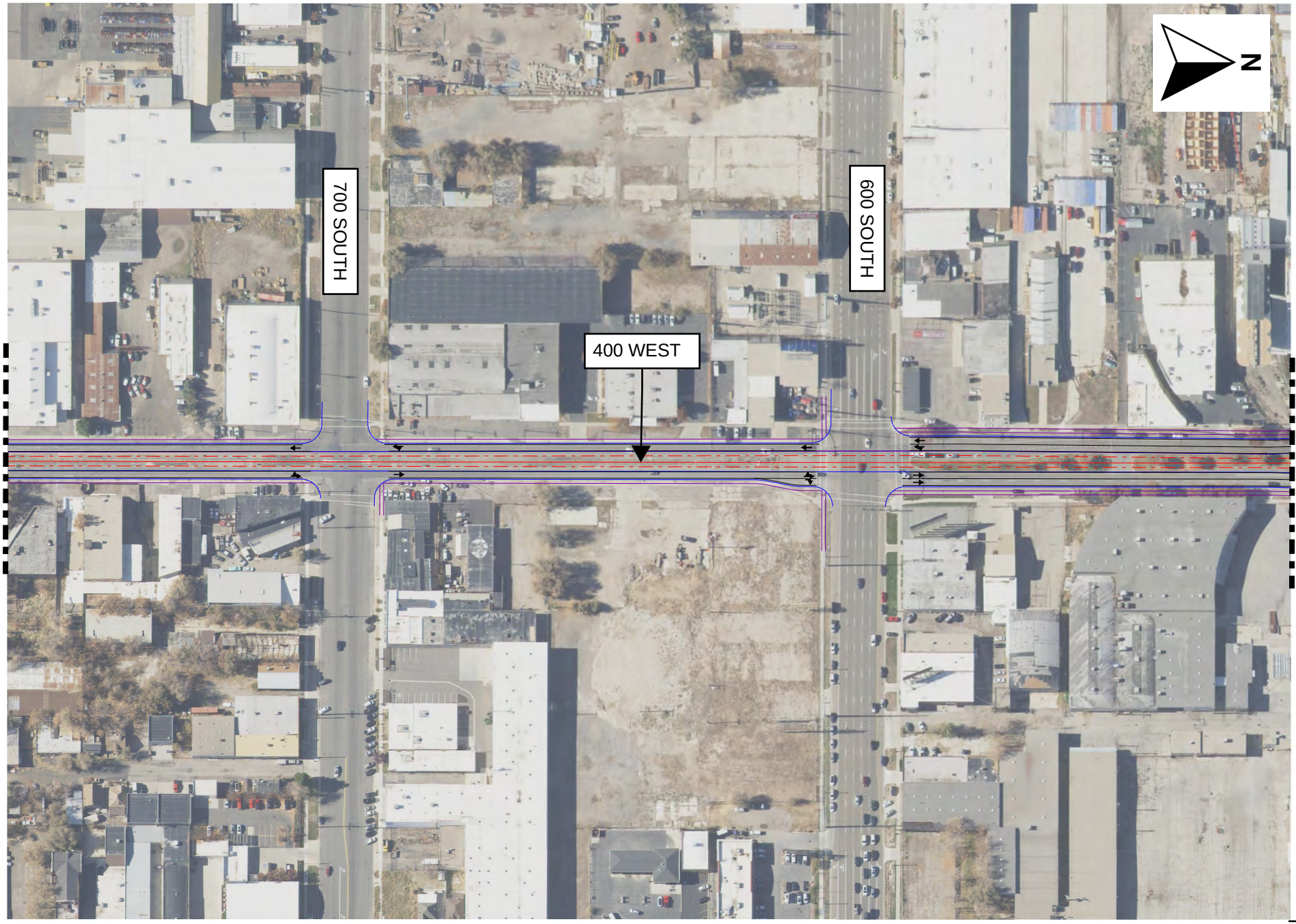
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 2

Scale:	1" = 200'
CADD Filename:	
Submittal Date	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S2
Sheet No.:	04



REV	DATE	Description

Submitted By:

Approved By:

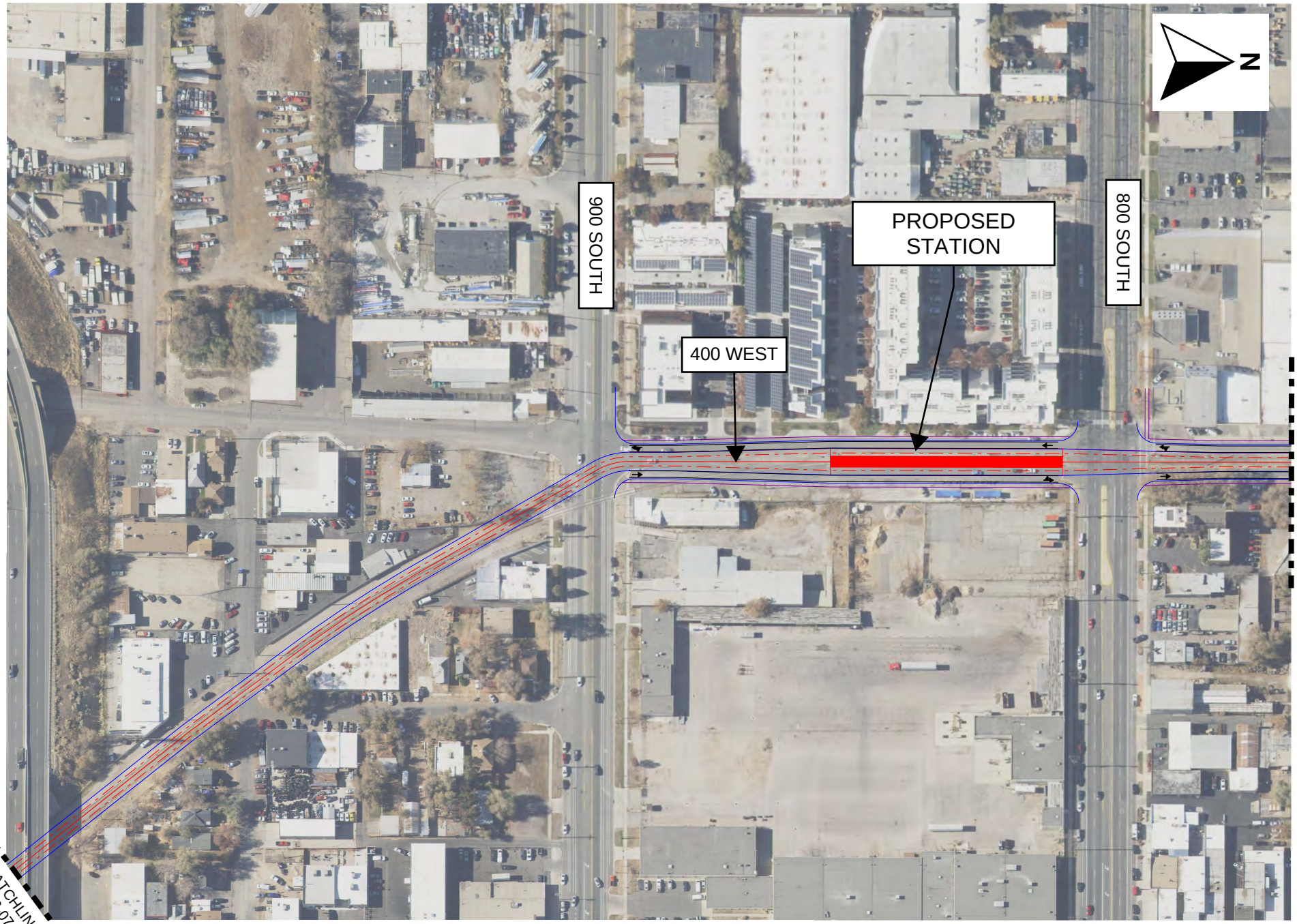
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 2

Scale:	1" = 200'
CADD Filename:	
Submitted Date:	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S2
Sheet No.:	05



REV	DATE	Description

Submitted By:

Approved By:

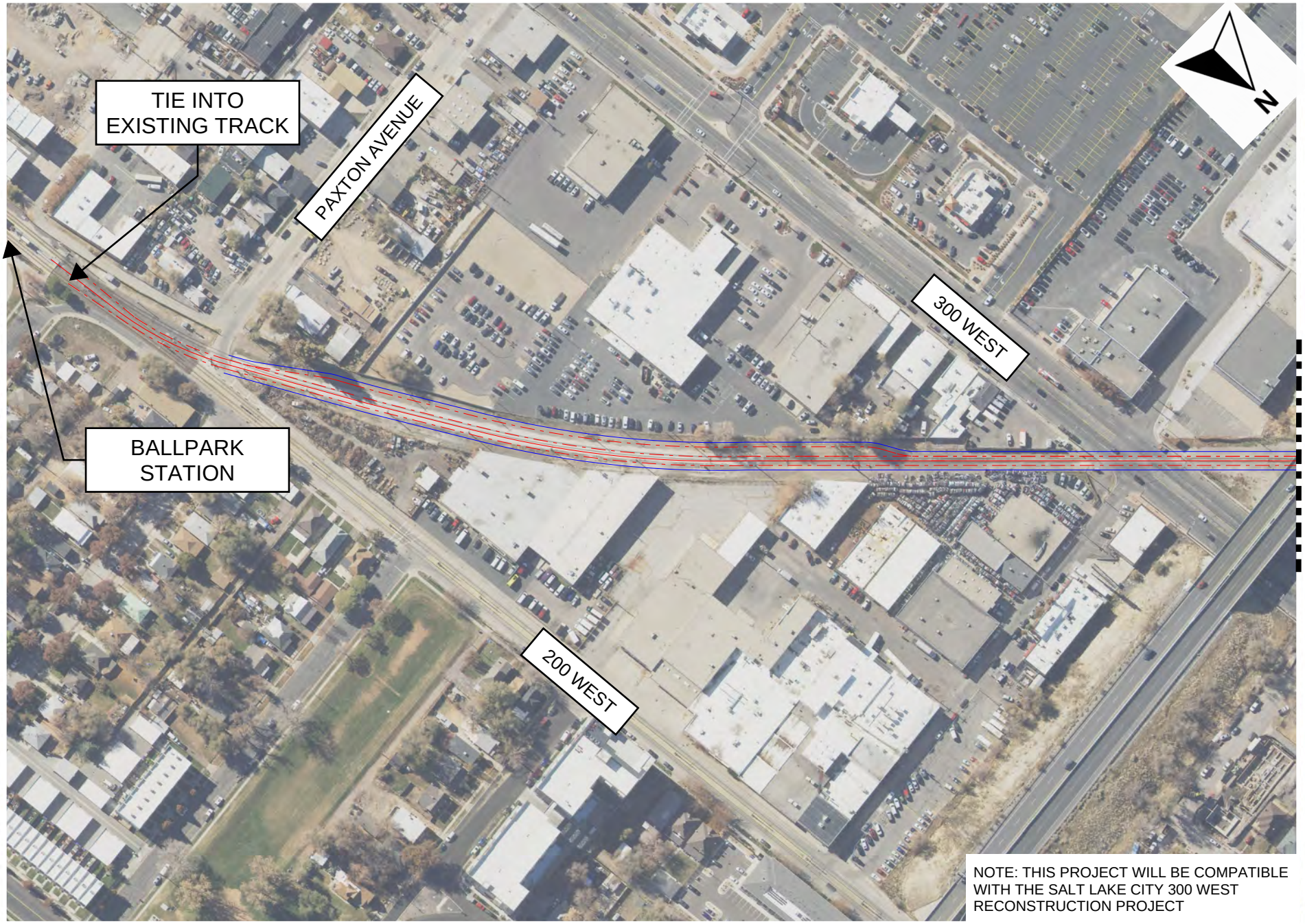
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 2

Scale:	1" = 200'
CADD Filename:	
Submittal Date:	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S2
Sheet No.:	06



NOTE: THIS PROJECT WILL BE COMPATIBLE WITH THE SALT LAKE CITY 300 WEST RECONSTRUCTION PROJECT

REV	DATE	Description

Submitted By: _____

Approved By: _____

UTAH TRANSIT AUTHORITY

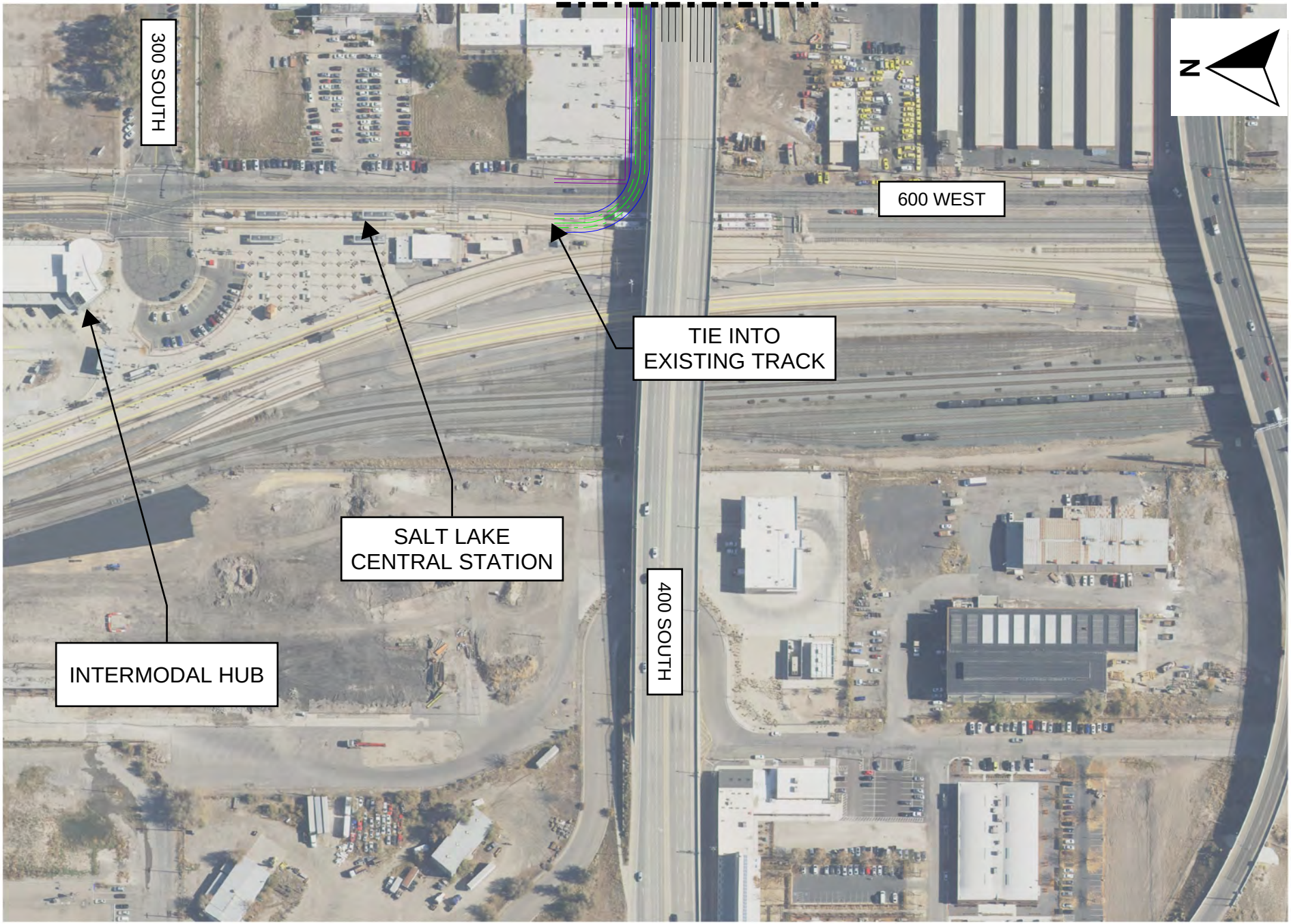
Designed By: JAH
Drawn By: MEL
Checked By: JAH
Approved By:

Downtown Salt Lake City Rail Feasibility Study

Scenario 2

Scale: 1" = 200'
CADD Filename:
Submittal Date: April 7, 2021
UTA Contract No.: 22910
Drawing No.: S2
Sheet No.: 07

MATCHLINE S3-02



REV	DATE	Description

Submitted By: _____

Approved By: _____

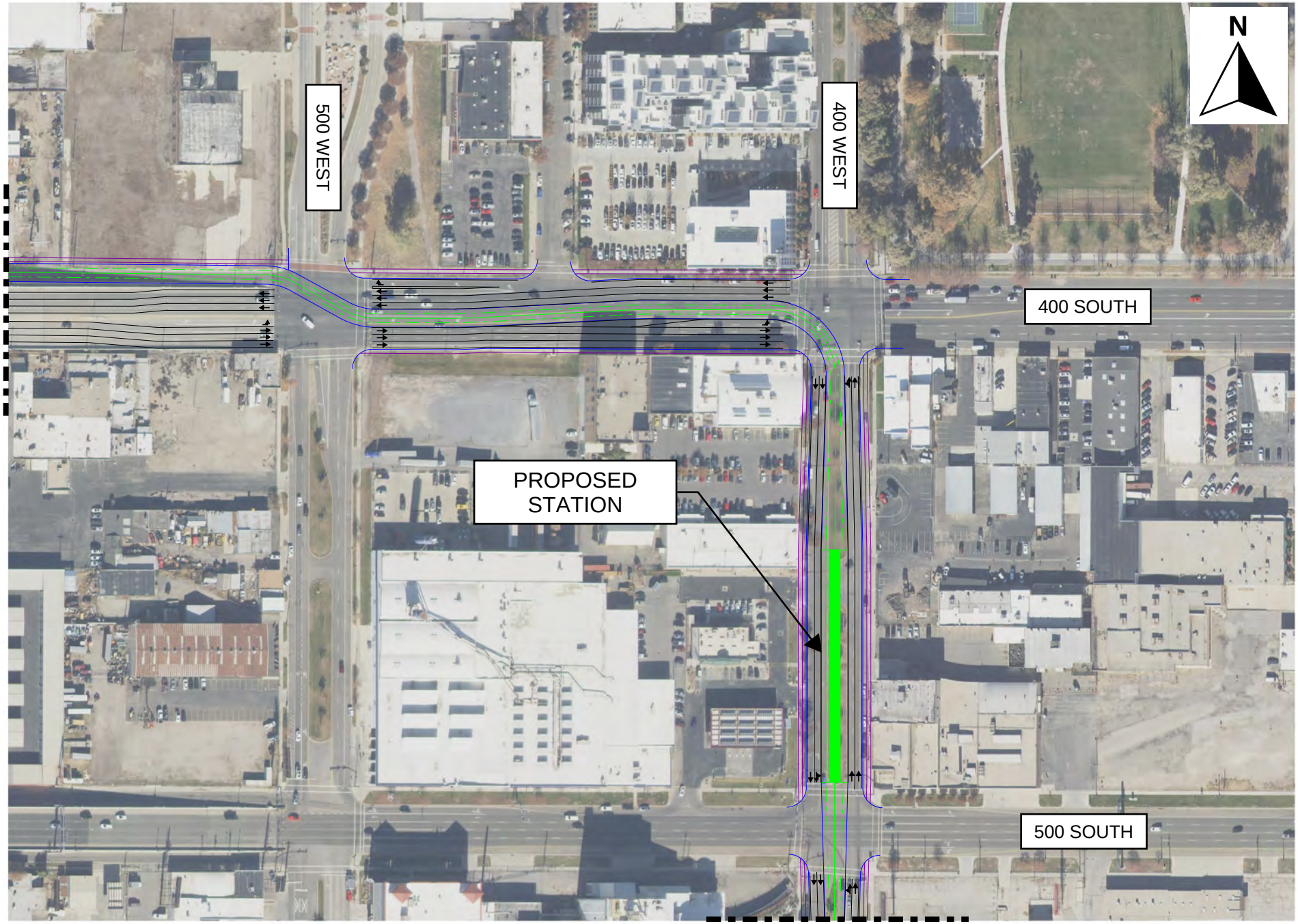
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 3

Scale:	1" = 200'
CADD Filename:	
Submittal Date	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S3
Sheet No.:	01



REV	DATE	Description

Submitted By: _____

Approved By: _____

UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 3

Scale:	1" = 200'
CADD Filename:	
Submittal Date	April 7, 2021
UTA Contract No.:	
Drawing No.:	S3
Sheet No.:	157

REV	DATE	Description

Submitted By:

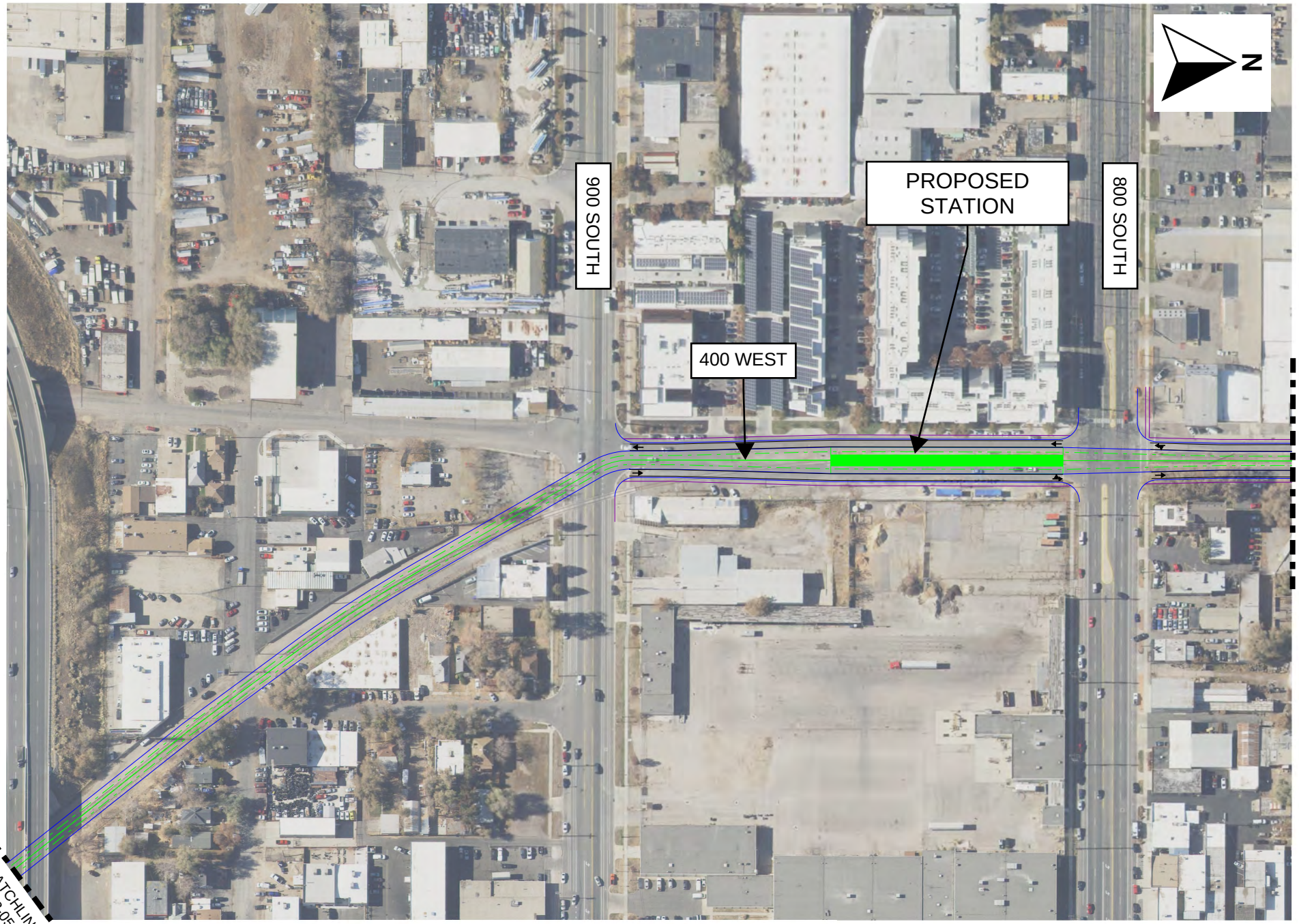
Approved By:

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 3

Scale:	1" = 200'
CADD Filename:	
Submittal Date:	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S3
Sheet No.:	03



REV	DATE	Description

Submitted By:

Approved By:

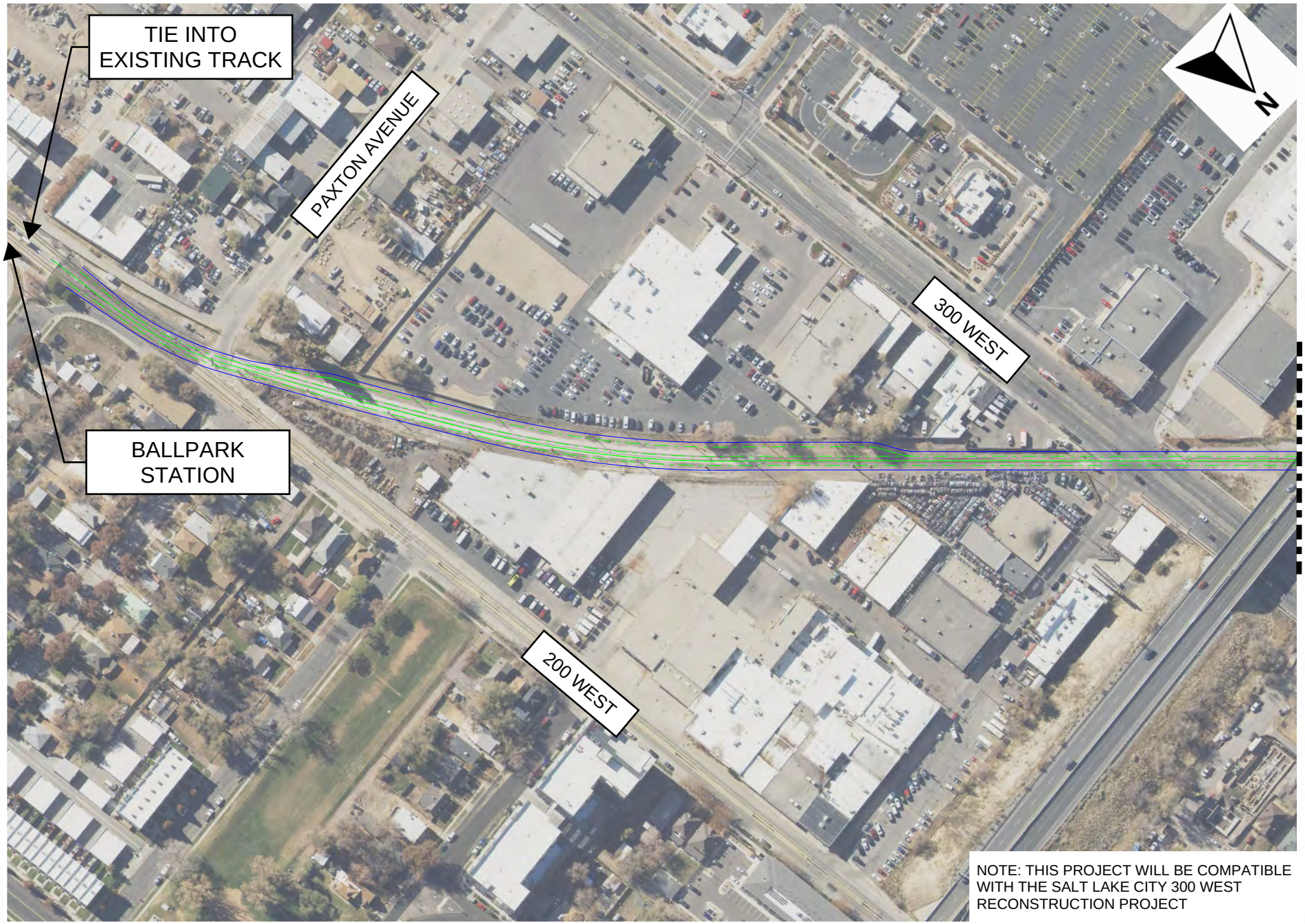
UTAH TRANSIT AUTHORITY

Designed By:	JAH
Drawn By:	MEL
Checked By:	JAH
Approved By:	

Downtown Salt Lake City Rail Feasibility Study

Scenario 3

Scale:	1" = 200'
CADD Filename:	
Submitted Date:	April 7, 2021
UTA Contract No.:	22910
Drawing No.:	S3
Sheet No.:	04



NOTE: THIS PROJECT WILL BE COMPATIBLE WITH THE SALT LAKE CITY 300 WEST RECONSTRUCTION PROJECT

REV	DATE	Description

Submitted By: _____

UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: JAH
Drawn By: MEL
Checked By: JAH
Approved By:

Downtown Salt Lake City Rail Feasibility Study

Scenario 3

Scale: 1" = 200'
CADD Filename:
Submittal Date: April 7, 2021
UTA Contract No.: 22910
Drawing No.: S3
Sheet No.: 05

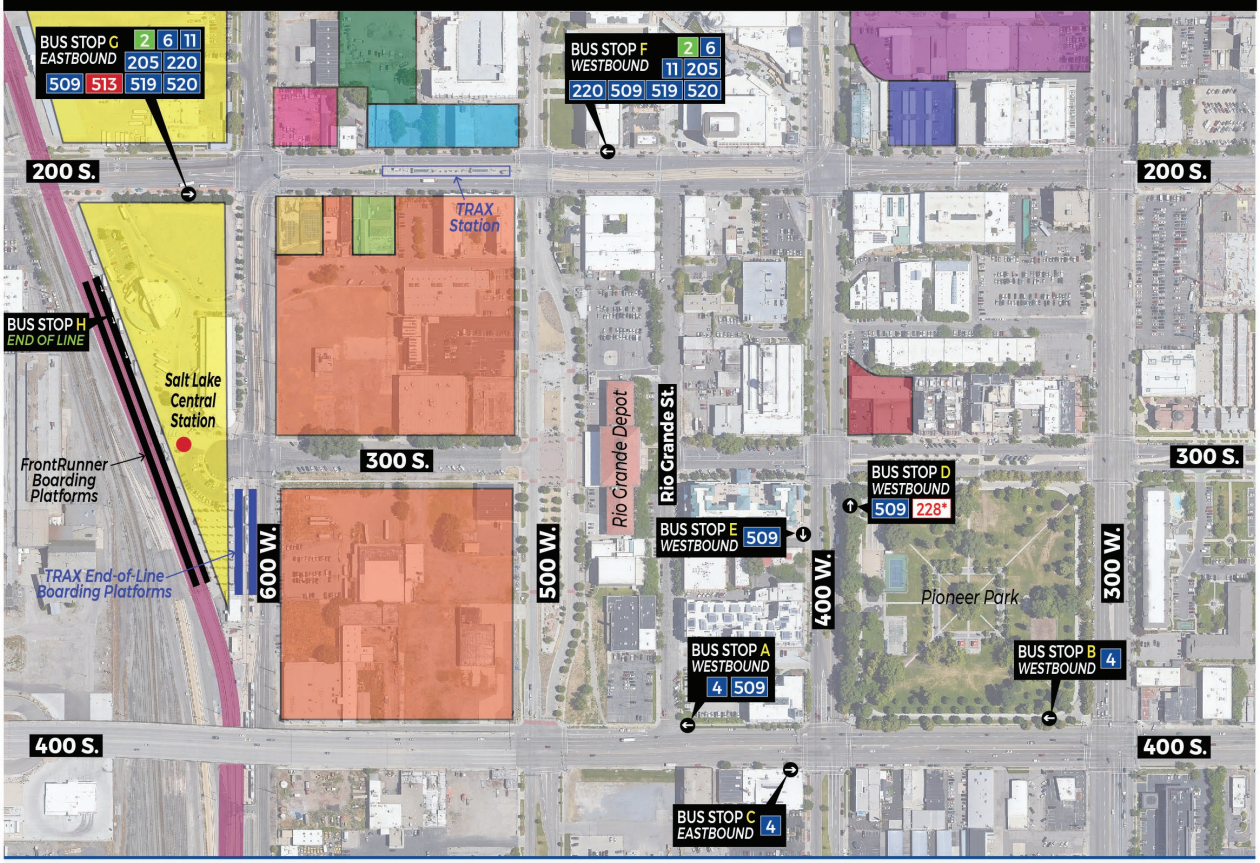
Appendix D

Current and Future Development Projects in the S.L. Central Station Area

Appendix D

Current and Future Development Projects in the S.L. Central Station Area

Current and Future Projects *(Between 200 S. to 400 S. & 600 W. to 300 W.)*



LEGEND:

Current & Future Projects *(Source: Salt Lake City + SLC RDA, February 2021)*

Scale in Feet: 0 250 500

- *Greenprint Gateway Apartments*
- *Central West Apartments*
- *The Zephyr Lofts*
- *The Olive*
- *Alta Depot Apartments*
- *Central Station Apartments*
- *S.L. Central Station future redevelopment area (UTA)*
- *CINQ Apartments*
- *Paperbox Lofts*
- *Station Center future redevelopment area (SLC RDA)*

BUS STOP A WESTBOUND 4 509

Approximate Location: 440 W. on north side of 400 S.

BUS STOP B WESTBOUND 4

Approximate Location: 310 W. on north side of 400 S.

BUS STOP C EASTBOUND 4

Approximate Location: 410 W. on south side of 400 S.

BUS STOP D WESTBOUND 509 228*

Approximate Location: 310 S. on east side of 400 W.

BUS STOP E WESTBOUND 509

Approximate Location: 320 S. on west side of 400 W.

BUS STOP F WESTBOUND 2 6 11 205 220 509 519 520

Approximate Location: 480 W. on north side of 200 S.

BUS STOP G EASTBOUND 2 6 11 205 220 509 513 519 520

Approximate Location: 610 W. on south side of 200 S.

BUS STOP H *END OF LINE*

Location: Adjacent to North end of FrontRunner Boarding Platforms

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Director Innovative Mobility Solutions;
Eric Callison, Manager of Service Planning;
Ryan Taylor, Special Services General Manager

SUBJECT:

Microtransit/Flex Route - August 2021 Change Day

AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The South Salt Lake County Microtransit Pilot (UTA on Demand by Via) began in November 2019 to demonstrate and test innovative transit services and technologies for improved operations, customer experience, and transit coverage as part of a public-private partnership with Via. The pilot experienced early adoption and success prior to the COVID-19 pandemic meeting most pilot goals and objectives. UTA continued pilot operations throughout the COVID-19 pandemic and was able to demonstrate the nimbleness and adaptability of microtransit by continuing to provide a high-quality transit service, maintaining a good customer experience, and lowering operating expenses. In October of 2020, the pilot was extended through the August 2021 Change Day. The pilot has enjoyed broad support from UTA customers and stakeholders. During the pilot, multiple customer and community engagement initiatives were utilized to gain customer information and data regarding the pilot. This included obtaining customer ratings and comments on each trip, customer feedback through the Open UTA portal, and UTA and Via customer service centers, two customer surveys, and various other engagement efforts with the cities and stakeholders in the service area. As part of the pilot, UTA has maintained existing fixed route and flex route services within the microtransit service area including routes F504, F518, F534, F546, and F547, (note the F534 was suspend in April 2020 due to the COVID-19 pandemic). These routes are considered duplicate service and are low performing routes per UTA's Service Design Guidelines.

DISCUSSION:	As the pilot is scheduled to end August 2021 Change Day (August 8, 2021), the staff recommends the microtransit service in South Salt Lake County become permanent as part of the August 2021 Change Day process. Recommendations are being made to discontinue the routes which are considered duplicate service operating in the microtransit service area. UTA's Planning Department and Operations teams have further identified other service improvements and route alignment changes which support and balance the impacts of the proposed flex route service changes. The benefits of the proposed changes include: • Improve service and expand coverage for the community • Improve financial efficiency for Special Services • Increase connections in west Salt Lake County • Improve operator working conditions • Removal of duplicate service • Eliminate low-performing routes • Balance headcount • Advance the Five-Year Service Plan The August Change Day public comment period is April 28th - May 28th. A public hearing will be held to garner further feedback from the community on the proposed changes.
ALTERNATIVES:	Staff is recommending a service plan that has been evaluated extensively. The Board could ask staff to consider a different service plan for the Flex routes.
FISCAL IMPACT:	The estimated cost impacts are as follows: Microtransit Pilot: No Change (included in the 2021 operating budget) New Flex Route Service: $1,617,000 Discontinued Service: -$898,000 Fixed Route Cost: $-607,000 Net Agency Cost: $112,000
ATTACHMENTS:	None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/28/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Chair Carlton Christensen

TITLE:

Strategy session to discuss pending or reasonably imminent litigation

AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of pending or reasonably imminent litigation
DISCUSSION:	Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purpose for this closed session is: • Strategy session to discuss pending or reasonably imminent litigation