



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, November 10, 2021**

**9:00 AM**

**FrontLines Headquarters**

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Sheldon Shaw
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of November 03, 2021 Board Meeting Minutes
6. **Reports**
  - a. Agency Report Mary DeLoretto
    - Recognition of UTA Employee Veterans
  - b. Financial Report - September 2021 Brad Armstrong  
Daniel Hofer
  - c. Pension Committee Report Jeff Acerson
7. **Resolutions**
  - a. R2021-11-01 - Resolution Authorizing the Sale of Approximately 1.45 Acres of Real Property Located in the Clearfield Transit-Oriented Development Jordan Swain
  - b. R2021-11-02 - Resolution Adopting Free Fares on the UVX Line through December 2023 Monica Morton  
Kensey Kunkel

**8. Contracts, Disbursements and Grants**

- a. Contract: Bus Real Time Information (RTI) Construction Services (Skyline Electric Company) G.J. LaBonty
- b. Contract: Pass Through Funding Agreement - 2021 State Legislature Funding for System Improvements (Utah Department of Transportation) Bill Greene
- c. Contract: Pass Through Funding Agreement - Depot District 2022 Funding (Utah Department of Transportation) Bill Greene
- d. Change Order: On-Call Systems Maintenance - Task Order #016 - Mandatory Directive Expedient Release (MDER) Design and Installation in Vineyard Area (Rocky Mountain Systems Services) David Hancock  
Jared Scarbrough

**9. Service and Fare Approvals**

- a. Fare Agreement: Ski Salt Lake Super Pass (Visit Salt Lake) Kensey Kunkel
- b. Complimentary Fare: Unhoused and Unsheltered Rider Outreach Program and Complimentary Pass Agreement (Downtown Alliance and Salt Lake City) Megan Waters  
Kensey Kunkel

**10. Discussion Items**

- a. December Change Day Public Engagement Report Megan Waters  
Eric Callison
- b. UTA Long Range Transit Plan (LRTP) Overview Russ Fox  
Kerry Doane

**11. Other Business**

Chair Carlton Christensen

- a. Next Meeting: Wednesday, December 1, 2021 at 9:00 a.m.

**12. Closed Session**

Chair Carlton Christensen

- a. Strategy Session to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual;  
Strategy Session to Discuss Pending or Reasonably Imminent Litigation;  
And  
Strategy Session to Discuss Collective Bargaining

**13. Open Session****14. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- At least one member of the Board of Trustees and meeting presenters will participate in person, others may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines regarding masking and distancing.
- Meeting proceedings may be viewed remotely by following the instructions and link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, November 9th 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 [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



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# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 11/10/2021

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

**TITLE:**

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**Approval of November 03, 2021 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the November 03, 2021 Board of Trustees meeting

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**BACKGROUND:**

A regular meeting of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, November 03, 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/712929.html>](https://www.utah.gov/pmn/sitemap/notice/712929.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2021-11-03\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, November 3, 2021**

**9:00 AM**

**FrontLines Headquarters**

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

Also attending were UTA staff and interested community members.

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

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Dan Riley, UTA Manager of Security, delivered a brief safety message.

**4. Public Comment**

Chair Christensen invited members of the public to 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 before the meeting and is attached as Appendix A to these minutes.)

**5. Oath of Office**

**a. Oath of Office: Member of the Board of Trustees of the Authority - Beth Holbrook**

The oath of office for the UTA Board of Trustees was administered to Beth Holbrook.

**6. Consent**

**a. Approval of October 27, 2021 Board Meeting Minutes**

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

**7. Reports**

**a. Agency Report**  
- UTA Leadership Summit

- **2022 Budget Public Engagement Meetings and Open Public Comment Period**
- **December Change Day Public Comment Period**

#### **UTA Leadership Summit**

Mary DeLoretto, UTA Interim Executive Director, highlighted the UTA Leadership Summit held on November 2, 2021. The summit, which was themed “Leading through Change,” had three sessions and was attended by 240 agency leaders.

#### **2022 Budget Public Engagement Meetings and Open Public Comment Period**

Ms. DeLoretto noted the agency is currently receiving public comment on its tentative 2022 budget. The comment period opened on October 27, 2021 and will continue through December 4, 2021. There is also a public hearing tomorrow, November 4, 2021 at 3:30 p.m. The public hearing will be held in a hybrid format to increase accessibility.

#### **December Change Day Public Comment Period**

Ms. DeLoretto mentioned UTA is also receiving public comment on proposed service changes to be implemented in December 2021. The public comment period is open through November 6, 2021 and information is available at [www.rideuta.com](http://www.rideuta.com) <<http://www.rideuta.com>>. She added details on the change day and public comment received will be shared during the next board meeting, which will be held on November 10, 2021.

### **b. Investment Report - Third Quarter 2021**

Emily Diaz, UTA Financial Services Administrator, provided the third quarter 2021 investment report. Ms. Diaz noted interest rates overall are trending down. For the quarter, UTA’s investment account yields were as follows:

- Zions Capital Advisors: 0.575%
- Zions Bank: 0.030%
- Public Transportation Investment Fund (PTIF): 0.319%

Discussion ensued. Questions on the timing of finalizing the newly selected investment firm contract and previous investor account closeouts were posed by the board and answered by Ms. Diaz.

## **8. Contracts, Disbursements and Grants**

### **a. Contract: Leadership and Culture Training (Arbinger Institute)**

Kim Shanklin, UTA Chief People Officer, was joined by Alisha Garrett, UTA Chief Enterprise Strategy Officer. Ms. Shanklin requested the board approve a contract with the Arbinger Institute for leadership and culture training. The contract is a three-year base contract with two additional one-year options. The not to exceed contract value, including the option years, is \$263,000.

Discussion ensued. Questions on vendor selection were posed by the board and

answered by staff.

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

**b. Contract: Leadership and Culture Training (Center for Strategy Realization)**

Ms. Shanklin was joined by Ms. Garrett. Ms. Shanklin asked the board to approve a contract with the Center for Strategy Realization for succession plan alignment and leadership training. The contract is a three-year base contract with two additional one-year options. The not to exceed contract value, including the option years, is \$316,215.

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

**c. Contract: Employee Communication Services (Workvivo Limited)**

Ms. Shanklin was joined by Ms. Garrett. Ms. Shanklin asked the board to approve a contract with Workvivo Limited for an employee communications tool. The contract is a three-year base contract with two additional one-year options. The not to exceed contract value, including the options, is \$293,500.

Discussion ensued. Questions on employee group usage, analytics tools, communications opportunities, ease of use, and app feed content were posed by the board and answered by staff.

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

**9. Discussion Items**

**a. Community Advisory Committee Update**

Megan Waters, UTA Community Engagement Manager, was joined by Claudia Loayza, UTA Community Advisory Committee Chair. Ms. Waters introduced Ms. Loayza. Ms. Waters then reviewed updates to the UTA Community Advisory Committee (CAC) charter and spoke about CAC recruitment, membership, and elections. Ms. Loayza described the CAC's focus areas and future work.

Discussion ensued. A question on the election process was posed by the board and answered by Ms. Waters and Ms. Loayza. Chair Christensen requested feedback from the CAC on UTA's fare system.

**b. Utah Transit Authority Five-Year Capital Plan - 2022 through 2026**

David Hancock, UTA Acting Chief Service Development Officer, was joined Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Hancock outlined the five-year capital plan goals and sequence and summarized proposed plan updates. Mr. Hofer

reviewed the 2022 capital budget summary, including major capital projects and asset management detail, and the five-year capital budget by year. Mr. Hancock then highlighted projects anticipating significant outside funds and concluded by listing the next steps in the plan approval process.

Discussion ensued. Questions on 2022 funding sources, planned improvements in employee areas at UTA facilities, and anticipated Transit Transportation Investment Fund (TTIF) utilization were posed by the board and answered by staff.

**c. Bus Stop Improvement Program Overview**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by G.J. LaBonty, UTA Manager of Customer Experience, and Mr. Hancock. Mr. LaBonty described key aspects of the bus stop improvement program and its benefits, prioritization criteria, amenity levels, and funding sources. He then spoke about the program implementation, key metrics, and successes.

Discussion ensued. Questions on the trend direction in the number of bus stops, consistent branding/terminology for high-frequency routes, systemwide implementation, relocation of bus stop infrastructure to better serve community needs, prioritization weighting, stop design differences, prioritization process, and annual improvement targets were posed by the board and answered by staff. Trustee Acerson suggested providing bus stop design guidelines to local cities to promote partnering efforts.

**10. Other Business**

- a. Next Meeting: Wednesday, November 10, 2021 at 9:00 a.m.

**11. Closed Session**

- a. **Strategy Session to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual  
And  
Strategy Session to Discuss Pending or Reasonably Imminent Litigation**

Chair Christensen indicated there were matters to be discussed in closed session related to 1) the character, professional competence, or physical or mental health of an individual, and 2) pending or reasonably imminent litigation.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:50 a.m.

The meeting reconvened in closed session at 11:00 a.m.

**12. Open Session**

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A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote. Trustee Holbrook then left the meeting at 12:09 p.m.

**13. Adjourn**

The board returned to open session at 12:10 p.m.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 12:10 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmnsitemap/notice/712929.html> for entire content.

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees

**Appendix A****Online Public Comment  
to the  
Board of Trustees of the Utah Transit Authority (UTA)  
Board Meeting  
November 3, 2021****Received on November 2, 2021, from George Chapman:**

Comments to UTA Board of Trustees for Nov3 meeting)

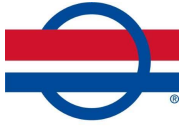
On the Capital Budget: I am against the double tracking of FrontRunner with the goal to have 15 minute frequency. It will result in a high polluting diesel locomotive going through the Salt Lake Valley every 7.5 minutes! (And that shouldn't be used as an excuse to build a \$3 billion electrified train when only about 6000 a day ride it.) Don't worry about the Inland Port pollution. Worry about UTA pollution.

I am against spending !\$32 million! on the Depot District since the pressure to buy electric buses is increasing (and the double tracking money would be more effectively and productively used for buying electric buses which would provide more ridership) which means that the natural gas fuel may not be as useful. I should also add, with the SLC streets being prioritized for bicycles (500E southbound bus may be forced to go 5mph - so taking out bus stops to speed up the buses was useless), diesels and natural gas buses will be polluting much more since they will be forced to go slower (clean diesels require higher speeds). Don't worry about the Inland Port pollution. Worry about UTA pollution.

I am against joint agreements to provide UTA property for development in return for a cut of future profits if any. Other transit systems in this Country RENT their properties for TODs. UTA has told SLC that they will not pull out to the curb to pick up passengers but would prefer to block traffic and pick up passengers in the travel lane which makes bus stops built for ADA compliance useless(why spend millions on bus stops when riders are picked up in the street). If buses are not allowed to get closer than 1 foot from the bus stop, ADA compliance is not followed. A ramp deployment is necessary although I have seen buses stop far away from the bus stop so the ramp is deployed in the street.

Bus stops should be at the corners to not force mobility challenged to rush half a block to catch a transfer bus. I believe that it does not meet ADA requirements since it takes much longer for a mobility challenged rider to get to the transfer bus stop.

UTA should prioritize buying and using electric buses which are quieter than rail and regular buses. Canyon residents do not like loud diesels in their canyons.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 11/10/2021**

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Mary DeLoretto, Interim Executive Director

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**TITLE:**

**Agency Report**

- **Recognition of UTA Employee Veterans**

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Mary DeLoretto, Interim Executive Director will report on recent activities of the agency and other items of interest.

- Recognition of UTA Employee Veterans



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Brad Armstrong, Senior Manager Budget & Financial Analysis  
Dan Hofer, Capital Assets and Project Controls Manager

**TITLE:**

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**Financial Report - September 2021**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report.

The September 2021 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board.

Also provided, is the monthly Board Dashboard for Operating which summarizes key information from the September 2021 Monthly Financial Statements.

Beginning in June of 2021, UTA began reporting on Capital Program delivery progress. Included in the November presentation will be an update on Capital Program delivery through the month of September and, per Board Request, staff will provide project updates on select projects.

This month, staff will be providing the Board an update on the Airport TRAX Station Relocation and the Northern Utah County Double Tracking projects.

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**DISCUSSION:**

At the November 10, 2021 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.

The Capital Assets and Project Controls Manager will be providing the Capital Program Delivery Update and address Board questions.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

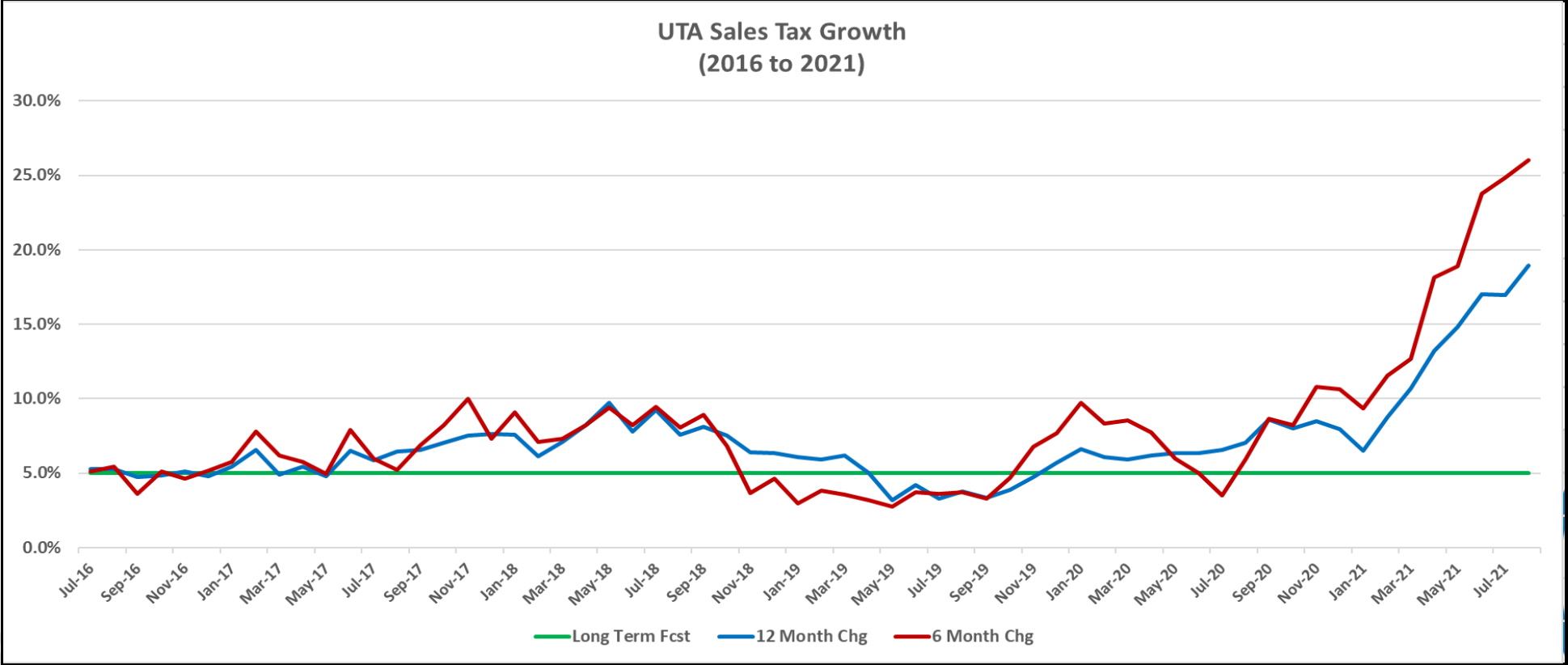
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**ATTACHMENTS:**

- September 2021 Board Dashboard
- September 2021 Monthly Financial Statements

# UTA Board Dashboard September 2021

Financial Metrics	Sep Actual	Sep Budget	Fav/ (Unfav)		YTD Actual	YTD Budget	Fav/ (Unfav)	
				%				%
Sales Tax (Aug '21 mm \$)	\$ 39.4	\$ 30.6	\$ 8.78	28.7%	\$ 279.1	\$ 233.1	\$ 45.91	19.7%
Fare Revenue (mm)	\$ 2.6	\$ 2.8	\$ (0.14)	-5.1%	\$ 22.1	\$ 23.4	\$ (1.28)	-5.5%
Operating Exp (mm)	\$ 25.2	\$ 27.8	2.64	9.5%	\$ 227.0	\$ 242.6	\$ 15.63	6.4%
Subsidy Per Rider (SPR)	\$ 9.08	\$ 15.06	\$ 5.98	39.7%	\$ 11.98	\$ 15.06	\$ 3.08	20.5%
UTA Diesel Price (\$/gal)	\$ 2.44	\$ 2.25	\$ (0.19)	-8.4%	\$ 2.44	\$ 2.25	\$ (0.19)	-8.4%
Operating Metrics	Sep Actual	Sep-20	F/ (UF)	%	YTD Actual	YTD 2020	F/ (UF)	%
Ridership (mm)	2.49	1.76	0.7	41.4%	17.12	18.73	(1.6)	-8.6%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.39					



UTAH TRANSIT AUTHORITY

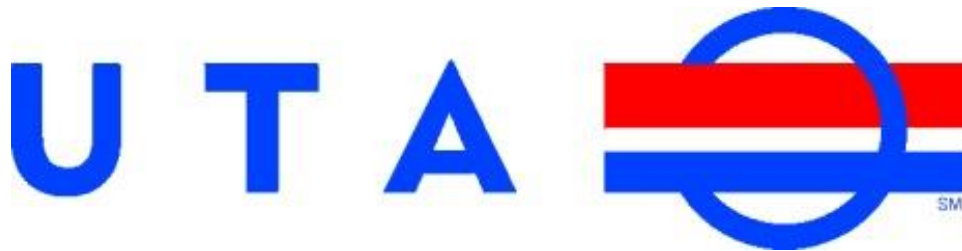


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

September 30, 2021



KEY ITEM REPORT  
(UNAUDITED)  
As of September 30, 2021

EXHIBIT 1-1

	2021 YTD ACTUAL	2021 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (23,368,284)	\$ (24,385,000)	\$ (1,016,716)	-4%
2 Operating Expenses	226,971,480	242,603,735	15,632,255	6%
3 Net Operating Income (Loss)	(203,603,196)	(218,218,735)	14,615,539	7%
4 Capital Revenue	(61,184,835)	(182,128,616)	(120,943,780)	-66%
5 Capital Expenses	84,856,934	240,501,080	155,644,146	65%
6 Net Capital Income (Loss)	(23,672,099)	(58,372,464)	34,700,365	59%
7 Sales Tax	(304,892,447)	(267,766,051)	37,126,396	14%
8 Other Revenue	(199,252,684)	(140,232,750)	59,019,934	42%
9 Debt Service	66,932,034	67,125,391	193,357	0%
10 Sale of Assets	775,984	-	(775,984)	
11 Net Non-Operating Income (Loss)	436,437,113	340,873,410	95,563,703	28%
12 Contribution to Cash Balance	<u>\$ 209,161,818</u>	<u>\$ 64,282,211</u>	<u>\$ 144,879,607</u>	<u>225%</u>
13 Amortization	(140,020)			
14 Depreciation	108,111,367			
15 Total Non-cash Items	<u>\$ 107,971,347</u>			

STATISTICS

RIDERSHIP

2021 Actual	September 2021	September 2020	Difference	2021 YTD	2020 YTD	Difference
16 23,530,441	2,485,075	1,764,766	720,309	17,100,082	18,729,255	(1,629,173)

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 226,971,480
18 Less: Passenger Revenue	- (22,119,755)
19 Subtotal	204,851,725
20 Divided by: Ridership	÷ 17,100,082
21 Subsidy per Rider	<u>\$ 11.98</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of September 30, 2021

EXHIBIT 1-2

BALANCE SHEET

	9/30/2021	9/30/2020
<b>CURRENT ASSETS</b>		
1 Cash	\$ 27,579,182	\$ 13,874,938
2 Investments (Unrestricted)	295,899,697	162,531,138
3 Investments (Restricted)	133,529,243	180,586,912
4 Receivables	79,098,322	78,418,312
5 Receivables - Federal Grants	81,066,873	20,429,582
6 Inventories	34,624,608	36,495,088
7 Prepaid Expenses	1,850,125	2,959,201
<b>8 TOTAL CURRENT ASSETS</b>	<b>\$ 653,648,050</b>	<b>\$ 495,295,171</b>
9 Property, Plant & Equipment (Net)	2,894,061,210	2,886,902,604
10 Other Assets	144,253,523	150,900,736
<b>11 TOTAL ASSETS</b>	<b>\$ 3,691,962,783</b>	<b>\$ 3,533,098,511</b>
12 Current Liabilities	78,026,363	\$ 97,245,485
14 Net Pension Liability	96,783,597	103,864,839
15 Outstanding Debt	2,404,191,135	2,449,051,404
16 Net Investment in Capital Assets	692,666,356	
17 Restricted Net Position	48,913,907	
18 Unrestricted Net Position	371,381,425	882,936,783
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 3,691,962,783</b>	<b>\$ 3,533,098,511</b>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ 3,241	\$ 3,827,428
21 2010/2015 Bond DSR Proceeds	550,972	21,411,383
22 2018 Bond Proceeds	13,276,468	22,191,341
23 2019 Bond Proceeds	64,331,166	69,889,481
24 Debt Service Interest Payable	37,621,819	36,105,134
25 Risk Contingency Fund	8,041,326	8,007,449
26 Catastrophic Risk Reserve Fund	1,100,288	-
27 Box Elder County ROW (sales tax)	1,877,456	7,001,358
28 Joint Insurance Trust	-	7,845,862
29 Davis County Escrow	523,221	1,149,702
30 SL County Escrow	8	207,861
31 Amounts held in escrow	6,233,278	2,949,913
<b>32 TOTAL RESTRICTED RESERVES</b>	<b>\$ 133,559,243</b>	<b>\$ 180,586,912</b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
33 General Reserves	\$ 58,778,000	\$ 57,600,000
34 Service Sustainability Reserves	9,796,000	9,600,000
35 Capital Reserve	44,338,000	33,750,000
36 Debt Reduction Reserve	30,000,000	30,000,000
<b>37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b>\$ 142,912,000</b>	<b>\$ 130,950,000</b>
<b>38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b>\$ 276,471,243</b>	<b>\$ 311,536,912</b>

## SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of September 30, 2021

## REVENUE &amp; EXPENSES

	ACTUAL Sep-21	ACTUAL Sep-20	YTD 2021	YTD 2020
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ 2,647,688	\$ 2,693,719	\$ 22,119,755	\$ 25,874,504
2 Advertising Revenue	342,790	208,333	1,248,529	1,875,000
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ 2,990,478</b>	<b>\$ 2,902,052</b>	<b>\$ 23,368,284</b>	<b>\$ 27,749,504</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 8,659,949	\$ 8,580,445	\$ 80,310,627	\$ 76,867,123
5 Commuter Rail	2,035,011	1,756,122	16,847,245	15,902,252
6 Light Rail	3,251,538	3,046,774	28,849,183	26,333,418
7 Maintenance of Way	1,369,978	1,067,038	14,197,734	13,246,416
8 Paratransit Service	2,032,141	1,937,909	17,864,537	16,779,340
9 RideShare/Van Pool Services	578,574	306,579	2,836,851	2,375,581
10 Microtransit	225,181		1,424,166	
11 Operations Support	3,862,351	4,098,068	36,509,588	35,875,736
12 Administration	2,584,456	2,406,399	23,350,260	23,640,400
13 Planning/Capital Development/Real Estate	608,712	431,689	4,781,289	3,504,186
14 Non-Departmental	-	-	-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 25,207,891</b>	<b>\$ 23,631,023</b>	<b>\$ 226,971,480</b>	<b>\$ 214,524,452</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (22,217,413)</b>	<b>\$ (20,728,971)</b>	<b>\$ (203,603,196)</b>	<b>\$ (186,774,948)</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(119,266)	(154,323)	(985,774)	(2,788,870)
18 Sales Tax Revenue <sup>1</sup>	(35,492,826)	(44,054,514)	(304,892,447)	(264,941,624)
19 Other Revenue	(2,607,460)	(2,948,615)	(7,173,062)	(7,802,502)
20 Fed Operations/Preventative Maint. Revenue	(16,767,440)	(15,817,147)	(191,093,848)	(112,121,537)
21 Bond Interest	7,240,169	7,464,389	65,923,602	70,667,677
22 Bond Interest UTCT	162,410	166,223	1,462,085	1,493,435
23 Bond Cost of Issuance/Fees	10,600	4,400	94,450	1,103,850
24 Lease Interest	96,920	695,772	913,982	6,679,709
25 Sale of Assets	5,980	(455,031)	775,984	1,680,701
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (47,470,913)</b>	<b>\$ (55,098,846)</b>	<b>\$ (434,975,028)</b>	<b>\$ (306,029,161)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 25,253,500</b>	<b>\$ 34,369,875</b>	<b>\$ 231,371,832</b>	<b>\$ 119,254,213</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(378,378)	(385,186)	(3,391,456)	(4,837,682)
28 Bond Refunding Cost Amortization	293,694	274,239	2,643,250	3,104,887
29 Future Revenue Cost Amortization	67,577	67,577	608,186	608,186
30 Depreciation	11,611,245	9,422,065	108,111,367	98,185,894
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 11,594,138</b>	<b>\$ 9,378,695</b>	<b>\$ 107,971,347</b>	<b>\$ 97,061,285</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

As of September 30, 2021

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Sep-21	Sep-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,647,688)	\$ (2,791,000)	\$ (143,312)	-5%
2 Advertising Revenue	(342,790)	(110,000)	232,790	212%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (2,990,478)</b>	<b>\$ (2,901,000)</b>	<b>\$ 89,478</b>	<b>-3%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 8,659,949	\$ 8,934,454	\$ 274,505	3%
5 Commuter Rail	2,035,011	1,993,611	(41,400)	-2%
6 Light Rail	3,251,538	3,419,870	168,332	5%
7 Maintenance of Way	1,369,978	1,647,611	277,633	17%
8 Paratransit Service	2,032,141	2,007,669	(24,472)	-1%
9 RideShare/Van Pool Services	578,574	303,713	(274,861)	-91%
10 Microtransit	225,181	274,927	49,746	18%
11 Operations Support	3,862,351	4,415,305	552,954	13%
12 Administration	2,584,456	3,969,583	1,385,127	35%
13 Planning/Capital Development/Real Estate	608,712	880,774	272,062	31%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 25,207,891</b>	<b>\$ 27,847,517</b>	<b>\$ 2,639,626</b>	<b>9%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (22,217,413)</b>	<b>\$ (24,946,517)</b>	<b>\$ 2,729,104</b>	<b>-11%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (119,266)	\$ (400,583)	\$ (281,317)	-70%
18 Sales Tax Revenue	(35,492,826)	(34,616,283)	876,543	3%
19 Other Revenue	(2,607,460)	(888,583)	1,718,877	193%
20 Fed Operations/Preventative Maint. Revenue	(16,767,440)	(14,292,250)	2,475,190	17%
21 Bond Interest	7,240,169	7,000,203	(239,966)	-3%
22 Bond Interest UTCT	162,410	163,966	1,556	1%
23 Bond Cost of Issuance/Fees	10,600	4,500	(6,100)	-136%
24 Lease Interest	96,920	115,278	18,358	16%
25 Sale of Assets	5,980	-	(5,980)	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (47,470,913)</b>	<b>\$ (42,913,753)</b>	<b>\$ 4,557,160</b>	<b>11%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 25,253,500</b>	<b>\$ 17,967,236</b>		

**BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)**

As of September 30, 2021

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE
	Sep-21	Sep-21	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>			
1 Board of Trustees	\$ 205,514	\$ 220,462	\$ 14,948
2 Executive Director	489,177	657,569	168,392
3 Chief Planning and Engagement Officer	676,764	1,279,595	602,831
4 Chief Finance Officer	946,836	1,055,084	108,248
5 Chief Operating Officer	20,074,570	21,666,509	1,591,939
6 Chief People Officer	605,243	670,968	65,725
7 Chief Development Officer	554,584	603,734	49,150
8 Chief Enterprise Strategy Officer	1,655,203	1,693,596	38,393
9 Non-Departmental	-	-	-
<b>10 TOTAL OPERATING EXPENSE</b>	<b><u>\$ 25,207,891</u></b>	<b><u>\$ 27,847,517</u></b>	<b><u>\$ 2,639,626</u></b>

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE
	Sep-21	Sep-21	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>			
1 Board of Trustees	\$ 1,909,844	\$ 2,040,374	\$ 130,530
2 Executive Director	5,858,953	5,918,131	59,178
3 Chief Planning and Engagement Officer	5,886,600	8,074,540	2,187,940
4 Chief Finance Officer	8,741,381	10,130,525	1,389,144
5 Chief Operating Officer	182,842,843	190,583,068	7,740,225
6 Chief People Officer	5,380,533	6,014,345	633,812
7 Chief Development Officer	3,782,151	4,498,902	716,751
8 Chief Enterprise Strategy Officer	12,569,175	14,797,017	2,227,842
9 Non-Departmental	-	546,833	546,833
<b>10 TOTAL OPERATING EXPENSE</b>	<b><u>\$226,971,480</u></b>	<b><u>\$ 242,603,735</u></b>	<b><u>\$ 15,632,255</u></b>

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of September 30, 2021

YEAR TO DATE

	ACTUAL Sep-21	BUDGET Sep-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (22,119,755)	\$ (23,395,000)	\$ (1,275,245)	-5%
2 Advertising Revenue	(1,248,529)	(990,000)	258,529	26%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (23,368,284)</b>	<b>\$ (24,385,000)</b>	<b>\$ (1,016,716)</b>	<b>-4%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 80,310,627	\$ 81,264,770	\$ 954,143	1%
5 Commuter Rail	16,847,245	18,024,223	1,176,978	7%
6 Light Rail	28,849,183	30,491,216	1,642,033	5%
7 Maintenance of Way	14,197,734	14,710,064	512,330	3%
8 Paratransit Service	17,864,537	17,987,906	123,369	1%
9 RideShare/Van Pool Services	2,836,851	2,733,425	(103,426)	-4%
10 Microtransit	1,424,166	2,254,745	830,579	37%
11 Operations Support	36,509,588	39,840,178	3,330,590	8%
12 Administration	23,350,260	30,021,314	6,671,054	22%
13 Planning/Capital Development/Real Estate	4,781,289	4,729,061	(52,228)	-1%
14 Non-Departmental	-	546,833	546,833	100%
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 226,971,480</b>	<b>\$ 242,603,735</b>	<b>\$ 15,632,255</b>	<b>6%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (203,603,196)</b>	<b>\$ (218,218,735)</b>	<b>\$ 14,615,539</b>	<b>7%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (985,774)	\$ (3,605,250)	\$ 2,619,476	-73%
18 Sales Tax Revenue	(304,892,447)	(267,766,051)	(37,126,396)	14%
19 Other Revenue	(7,173,062)	(7,997,250)	824,188	-10%
20 Fed Operations/Preventative Maint. Revenue	(191,093,848)	(128,630,250)	(62,463,598)	49%
21 Bond Interest	65,923,602	64,589,390	(1,334,212)	-2%
22 Bond Interest UTCT	1,462,085	1,525,994	63,909	4%
23 Bond Cost of Issuance/Fees	94,450	50,300	(44,150)	-88%
24 Lease Interest	913,982	959,707	45,725	5%
25 Sale of Assets	775,984	-	(775,984)	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (434,975,028)</b>	<b>\$ (340,923,710)</b>	<b>\$ 94,051,318</b>	<b>28%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 231,371,832</b>	<b>\$ 122,704,975</b>		

CAPITAL PROJECTS  
(UNAUDITED)  
As of September 30, 2021

EXHIBIT 1-6

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 3,552,646	\$ 47,286,015	7.5%
2 INFORMATION TECHNOLOGY	3,119,295	21,058,786	14.8%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,612,215	5,419,280	29.7%
4 CAPITAL PROJECTS	19,373,506	100,404,126	19.3%
5 AIRPORT STATION RELOCATION	5,127,755	9,453,807	54.2%
6 STATE OF GOOD REPAIR	13,579,734	37,374,436	36.3%
7 DEPOT DISTRICT	16,310,747	32,400,124	50.3%
8 OGDEN/WEBER STATE BRT	17,062,395	52,580,513	32.5%
9 TIGER	5,118,641	14,691,019	34.8%
10 TOTAL	<u>\$ 84,856,934</u>	<u>\$ 320,668,106</u>	26.5%
<b>REVENUES</b>			
11 GRANT	\$ 32,530,660	\$ 85,192,380	38.2%
12 STATE CONTRIBUTION	2,185,275	13,914,417	15.7%
13 LEASES (PAID TO DATE)	4,047,370	51,875,592	7.8%
14 BONDS	11,079,389	61,439,830	18.0%
15 LOCAL PARTNERS	11,342,141	30,415,935	37.3%
16 UTA FUNDING	23,672,099	77,829,952	30.4%
17 TOTAL	<u>\$ 84,856,934</u>	<u>\$ 320,668,106</u>	26.5%

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Sep-21	Sep-20	2021	2020
<b>UTA</b>				
Fully Allocated Costs	25,207,891	23,631,025	226,972,527	214,523,497
Passenger Farebox Revenue	2,647,688	2,693,719	22,119,754	25,874,504
Passengers	2,485,075	1,764,766	17,100,082	18,729,255
Farebox Recovery Ratio	10.5%	11.4%	9.7%	12.1%
Actual Subsidy per Rider	\$9.08	\$11.86	\$11.98	\$10.07
<b>BUS SERVICE</b>				
Fully Allocated Costs	12,283,483	11,921,135	112,874,606	108,337,663
Passenger Farebox Revenue	1,248,451	1,194,498	10,655,009	11,712,086
Passengers	1,249,507	979,705	8,940,103	9,545,545
Farebox Recovery Ratio	10.2%	10.0%	9.4%	10.8%
Actual Subsidy per Rider	\$8.83	\$10.95	\$11.43	\$10.12
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	6,833,695	6,086,171	63,311,189	56,675,177
Passenger Farebox Revenue	609,745	578,749	4,916,625	6,721,825
Passengers	881,155	580,462	5,885,731	6,606,658
Farebox Recovery Ratio	8.9%	9.5%	7.8%	11.9%
Actual Subsidy per Rider	\$7.06	\$9.49	\$9.92	\$7.56
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,063,054	2,969,322	26,264,458	26,728,754
Passenger Farebox Revenue	377,881	432,768	2,934,443	4,344,131
Passengers	245,235	129,948	1,437,196	1,676,139
Farebox Recovery Ratio	12.3%	14.6%	11.2%	16.3%
Actual Subsidy per Rider	\$10.95	\$19.52	\$16.23	\$13.35
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,220,151	2,125,085	19,617,525	18,527,280
Passenger Farebox Revenue	196,741	233,618	1,366,534	484,797
Passengers	61,386	32,170	391,452	324,031
Farebox Recovery Ratio	8.9%	11.0%	7.0%	2.6%
Actual Subsidy per Rider	\$32.96	\$58.80	\$46.62	\$55.68
<b>RIDESHARE</b>				
Fully Allocated Costs	807,508	529,313	4,904,749	4,254,622
Passenger Farebox Revenue	214,871	254,087	2,247,143	2,611,665
Passengers	47,792	42,481	445,601	576,882
Farebox Recovery Ratio	26.6%	48.0%	45.8%	61.4%
Actual Subsidy per Rider	\$12.40	\$6.48	\$5.96	\$2.85

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Sep-21	Sep-20	2021	2020
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$12,283,483	\$11,921,135	\$112,874,606	\$108,337,663
Light Rail Service	\$6,833,695	\$6,086,171	\$63,311,189	\$56,675,177
Commuter Rail Service	\$3,063,054	\$2,969,322	\$26,264,458	\$26,728,754
Paratransit	\$2,220,151	\$2,125,085	\$19,617,525	\$18,527,280
Rideshare	\$807,508	\$529,313	\$4,904,749	\$4,254,622
<b>UTA</b>	<b>\$25,207,891</b>	<b>\$23,631,025</b>	<b>\$226,972,527</b>	<b>\$214,523,497</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,248,451	\$1,194,498	\$10,655,009	\$11,712,086
Light Rail Service	\$609,745	\$578,749	\$4,916,625	\$6,721,825
Commuter Rail Service	\$377,881	\$432,768	\$2,934,443	\$4,344,131
Paratransit	\$196,741	\$233,618	\$1,366,534	\$484,797
Rideshare	\$214,871	\$254,087	\$2,247,143	\$2,611,665
<b>UTA</b>	<b>\$2,647,688</b>	<b>\$2,693,719</b>	<b>\$22,119,754</b>	<b>\$25,874,504</b>
<b>PASSENGERS</b>				
Bus Service	1,249,507	979,705	8,940,103	9,545,545
Light Rail Service	881,155	580,462	5,885,731	6,606,658
Commuter Rail Service	245,235	129,948	1,437,196	1,676,139
Paratransit	61,386	32,170	391,452	324,031
Rideshare	47,792	42,481	445,601	576,882
<b>UTA</b>	<b>2,485,075</b>	<b>1,764,766</b>	<b>17,100,082</b>	<b>18,729,255</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	10.2%	10.0%	9.4%	10.8%
Light Rail Service	8.9%	9.5%	7.8%	11.9%
Commuter Rail Service	12.3%	14.6%	11.2%	16.3%
Paratransit	8.9%	11.0%	7.0%	2.6%
Rideshare	26.6%	48.0%	45.8%	61.4%
<b>UTA</b>	<b>10.5%</b>	<b>11.4%</b>	<b>9.7%</b>	<b>12.1%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$8.83	\$10.95	\$11.43	\$10.12
Light Rail Service	\$7.06	\$9.49	\$9.92	\$7.56
Commuter Rail Service	\$10.95	\$19.52	\$16.23	\$13.35
Paratransit	\$32.96	\$58.80	\$46.62	\$55.68
Rideshare	\$12.40	\$6.48	\$5.96	\$2.85
<b>UTA</b>	<b>\$9.08</b>	<b>\$11.86</b>	<b>\$11.98</b>	<b>\$10.07</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of September 30, 2021

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government <sup>1</sup>	\$ 81,066,873	\$ 81,066,873	-	-	-	-
2 Sales Tax Contributions	65,204,930	32,108,916	\$ 33,096,014	-	-	-
3 Warranty Recovery	1,811,813	107,145	107,145	107,145	107,145	1,383,233
4 Build America Bond Subsidies	2,963,000	740,750	740,750	\$ 740,750	\$ 740,750	-
5 Product Sales and Development	3,730,015	3,478,892	303,813	6,549	(2,901)	\$ (56,338)
6 Pass Sales	29,310	120,253	(87,393)	(1,190)	(62,818)	60,458
7 Property Management	78,677	75,006	1,876	752	-	1,043
8 Vanpool/Rideshare	130,653	29,553	5,027	3,559	1,562	90,952
9 Salt Lake City Agreement	364,356	364,356	-	-	-	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreement:	-	-	-	-	-	-
12 Other	4,778,894	4,778,894	-	-	-	-
13 <b>Total</b>	<b>\$ 160,165,195</b>	<b>\$ 122,870,638</b>	<b>\$ 34,167,232</b>	<b>\$ 857,565</b>	<b>\$ 783,738</b>	<b>\$ 1,486,022</b>

Percentage Due by Aging

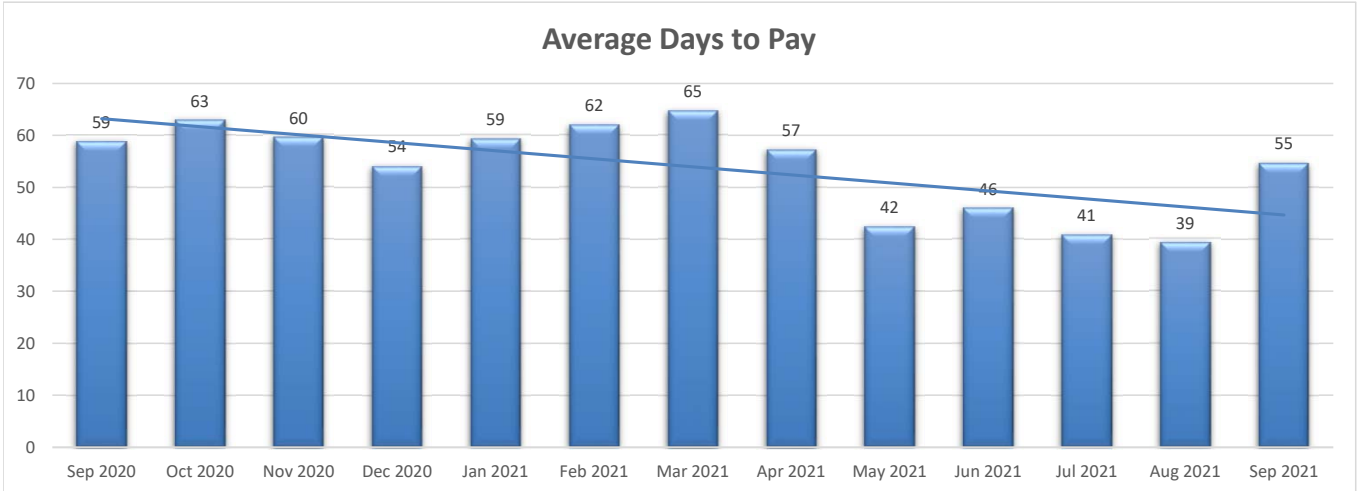
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	49.2%	50.8%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	5.9%	5.9%	5.9%	5.9%	5.9%	76.3%
17 Build America Bond Subsidies	25.0%	25.0%	25.0%	25.0%	25.0%	0.0%
18 Product Sales and Development	93.3%	8.1%	0.2%	-0.1%	-1.5%	
19 Pass Sales	410.3%	-298.2%	-4.1%	-214.3%	206.3%	
20 Property Management	95.3%	2.4%	1.0%	0.0%	1.3%	
21 Vanpool/Rideshare	22.6%	3.8%	2.7%	1.2%	69.6%	
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%	
24 Capital Development Agreements						
25 Other						
26 <b>Total</b>		<b>76.7%</b>	<b>21.3%</b>	<b>0.5%</b>	<b>0.5%</b>	<b>0.9%</b>

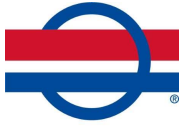
<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM SEPTEMBER 1, 2021 THROUGH SEPTEMBER 30, 2021  
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
19-0317PP TDX VERSION 3.0 UPGRADE	12/23/2019	MODERN COMMUNICATIONS SYSTEMS	362088	9/1/2021	\$ 241,003.85
18-2800 EAST VILLAGE 3 PARKING STRUCTURE	8/3/2020	WADSWORTH BROTHERS CONSTRUCTION	888072	9/1/2021	216,117.63
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	888073	9/1/2021	540,264.99
AGENDA ITEM #8c	9/8/2021	BRUCE T JONES AND HIS COUNSEL	362194	9/8/2021	1,825,436.00
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	888128	9/8/2021	261,162.10
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	888129	9/8/2021	325,572.11
18-2931TP DESIGN DEPOT DISTRICT	12/31/2018	STANTEC ARCHITECTURE INC.	888130	9/8/2021	338,797.54
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	888131	9/8/2021	787,657.22
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	888132	9/8/2021	803,708.49
20-P00006 VINEYARD FRONTRUNNER STATION	9/22/2020	UTAH DEPARTMENT OF TRANSPORTATION	888133	9/8/2021	1,720,109.57
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	9/9/2021	258,260.29
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	9/9/2021	847,507.00
21-3410VW FRONTRUNNER PROGAM MANAGEMENT &	8/3/2021	KIMLEY-HORN AND ASSOCIATES	362472	9/15/2021	311,901.51
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	888203	9/15/2021	252,441.36
18-2705TP AIRPORT STATION RELOCATION	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	888204	9/15/2021	906,734.25
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	888205	9/15/2021	2,169,323.69
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	888206	9/15/2021	2,243,805.40
19-3038VW POINT OF THE MOUNTAIN STUDY	7/31/2019	PARAMETRIX INC.	362554	9/22/2021	243,866.19
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	888279	9/22/2021	266,080.72
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	888280	9/22/2021	1,062,797.20
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	9/23/2021	275,261.04
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	9/23/2021	888,371.16
18-2705TP AIRPORT STATION RELOCATION	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	888354	9/29/2021	948,974.14
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	888355	9/29/2021	1,902,565.00
18-2851 UTA INSURANCE BROKERAGE SERVICES	9/1/2018	ALLIANT INSURANCE SERVICES	888357	9/30/2021	1,599,337.17





U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Jeff Acerson, Board of Trustees  
**PRESENTER(S):** Jeff Acerson, Board of Trustees

**TITLE:**

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**Pension Committee Report**

**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion

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**DISCUSSION:**  
The Pension Committee met on October 27, 2021. Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.

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# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Paul Drake, Director of Real Estate and TOD  
**PRESENTER(S):** Jordan Swain, TOD Project Manager

**TITLE:**

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**R2021-11-01 - Resolution Authorizing the Sale of Approximately 1.45 Acres of Real Property Located in the Clearfield Transit-Oriented Development**

**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Staff recommends that the UTA Board of Trustees pass Resolution R2021-11-01, to allow for the execution of a purchase and sale agreement to The Front Climbing Club.

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**BACKGROUND:**

The Clearfield Station TOD has been moving forward rapidly over the past two years. In 2019, the Clearfield Station Area Plan was completed and adopted by the City and UTA. In 2021, the Clearfield Station Master Development Plan and Agreement was completed and adopted by the City, as well as a Joint Venture Agreement.

Within the mentioned plans and agreements, it is contemplated that a retail and/or civic land use would be central to the development, serving to “anchor” the surrounding uses, thereby reinforcing a sense of place. Through the process of working with Clearfield City, and our development partners, The Front Climbing Club has been identified as a tenant that could provide such a land use and sense of place.

The Front Climbing Club has a progressive business model in which a variety of services and community events are offered to the public. Examples of such services include; rock climbing facilities and lessons, yoga, personal training, a café with healthy options, concerts, and many other community-based events. Because of The Front’s business model, the company requires that it owns properties where its facilities are built.

**DISCUSSION:**

Terms within the PSA that directly affect UTA are as follows:

- The Front is proposing to purchase 1.45 acres of property (indicated as “Lot 3” and “Lot 20” in the attached plat map)
  - The Front is offering UTA \$1.2M for the proposed acreage (\$19.00 / sf).
  - Proceeds from this disposition will be held in an ESCROW account, and used to fund subsequent infrastructural improvements within the Clearfield Station TOD.
  - The PSA proposes an industry-standard process that includes a \$50,000 deposit of earnest money, and a six-month due diligence period.
  - Final design of the site plan and architecture will be subject to the UTA Design Review Committee.
  - Parking for The Front will be shared with an adjacent office (depicted within the Master Development Plan as “Office B”).
- 

**ALTERNATIVES:**

UTA and its development partners have proposed alternate partnership structures (i.e. ground lease and joint venture) to The Front. Because of its business model The Front requires the ownership of any property where its facilities are built.

One alternative could involve identifying a different tenant who is amenable to a ground lease option.

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**FISCAL IMPACT:**

The offered price of \$1.2 million or \$19.00 sf is considerably higher than the market rate, of \$8.12 / sf. The primary reasons for the \$10.88 difference in value are:

- UTA, its development partners, and Clearfield City, have completed the entitlements that allow for an intense and diverse community to grow, and an ideal environment for The Front’s business model.
  - Clearfield City has proceeded with funding, designing, and constructing all infrastructural improvements for the Clearfield Station TOD.
- 

**ATTACHMENTS:**

R2021-11-01 - Resolution Authorizing the Sale of Approximately 1.45 Acres of Real Property Located in the Clearfield Transit-Oriented Development

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE SALE OF APPROXIMATELY 1.45 ACRES  
OF REAL PROPERTY LOCATED IN THE CLEARFIELD TRANSIT-ORIENTED  
DEVELOPMENT TO ROCKY FIELDS, LLC**

R2021-11-01

November 10, 2021

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

WHEREAS, the Board of Trustees (the "Board") approved on January 13, 2021 Resolution R2021-01-01 adopting the Clearfield Master Development Agreement and Master Plan for the Clearfield Transit-Oriented Development ("Clearfield Station"); and

WHEREAS, an important land use described in the Master Plan was an anchor tenant that would attract additional office, retail, and residential tenants and uses in the surrounding area, thereby promoting increased ridership of the Authority's transit services at Clearfield Station; and

WHEREAS, the Authority and its development partners, Stack Development and Hamilton Partners, have selected Rocky Fields, LLC *dba* The Front Climbing Gym as an anchor tenant ("Anchor Tenant") for Clearfield Station based on the Anchor Tenant satisfying the purposes and functions described in the Master Plan; and

WHEREAS, Anchor Tenant has agreed to purchase approximately 1.45 acres of real property ("Sale Property") centrally situated at Clearfield Station in order to construct a recreational facility and retail facility consistent with the Master Plan; and

WHEREAS, staff for Authority has negotiated a purchase price of \$19.00 per square foot for the property, as detailed in the Purchase and Sale Agreements ("Agreements") for Lot 3, attached hereto as Exhibit "A," and for Lot 20, attached hereto as Exhibit "B," respectively, for the combined acreage of approximately 1.45 acres; and

WHEREAS, the Board finds the Anchor Tenant's business to be a suitable use for the Sale Property and that it will contribute to the overall aesthetic, development, and transit uses of Clearfield Station:

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

1. That the Board hereby authorizes the Executive Director or her designee(s) to execute the necessary documents to effectuate the sale and disposition of Sale Property to Anchor Tenant pursuant to the terms of the Agreement.
2. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to sale of the Property.
3. That the corporate seal be attached hereto.

Approved and adopted this 10th day of November, 2021.

\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary to the Authority

(Corporate Seal)

Approved as to form:

DocuSigned by:  
*David Wilkins*  
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\_\_\_\_\_  
UTA Legal Counsel

**Exhibit "A"**

**Purchase and Sale Agreement: Lot 3**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “*Agreement*”) is entered into as of the day of \_\_\_\_\_ 2021 by and between Utah Transit Authority, a large public transit district of the State of Utah, (“*Seller*”), and Rocky Fields LLC, a Utah limited liability company (“*Buyer*”).

In consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Definitions. As used in this Agreement, each of the following capitalized terms shall have the indicated meaning:

1.1. “*Building-Ready Condition*” means that the Property has been improved as a building-ready pad, with utilities (culinary and fire suppression water, sewer, power, phone and fiber optic line, and gas) being stubbed to the Property and all curb, gutter, and streets fronting the Property having been completed.

1.2. “*Buyer’s Conditions*” means all of the matters set forth in Paragraph 4.1.

1.3. “*Closing*” means the closing of the purchase and sale of the Property between Seller and Buyer pursuant to the provisions of this Agreement.

1.4. “*Closing Date*” means the date on which the Closing actually occurs.

1.5. “*Code*” means the Internal Revenue Code, as amended.

1.6. “*Deed*” means a special warranty deed, in form and substance reasonably satisfactory to Seller and Buyer, dated as of the Closing Date and conveying title to the Property to Buyer, subject to the Permitted Title Exceptions.

1.7. “*Development*” means the proposed approximately 56-acre development near the UTA Clearfield FrontRunner station, to be known as “Clearfield Station.”

1.8. “*Documents*” means the documents and materials described in Paragraph 3.2

1.9. “*Due Diligence Period*” means the period of time commencing on the date of this Agreement and expiring on the date six (6) months later.

1.10. “*Earnest Money*” means the sum of Fifteen Thousand Dollars (\$15,000.00) in cash, together with all accrued interest on such sum after the date of deposit with the Title Company pursuant to Paragraph 2.2.

1.11. “*Exception Documents*” means all documents identified or referred to as exceptions to title in the Title Commitment.

1.12. “*Facility*” means the retail building, to be constructed by Buyer on the Property after the Closing Date.

1.13. “**Improvements**” means all structures, landscaping, parking lots and walkways on, and fixtures attached to, the Land and other physical improvements located on or affixed to the Land, to the extent such improvements constitute real property under the laws of the State of Utah.

1.14. “**Land**” means Lot 20 parcel of real property, as depicted in Exhibit A, located near the center of the Development having the exact final location and configuration as determined by Seller and approved by Buyer in Buyer’s sole discretion. As of the date of this Agreement, the proposed location and configuration of the Land is set forth on the plat map attached hereto as Exhibit A. Seller agrees to coordinate with Buyer on the design of the pathway between Lot 3 and Lot 20 to ensure a cohesive, contiguous design occurs.

1.15. “**Parking and Exclusivity Agreement**” shall have the meaning set forth in Paragraph 6.5.

1.16. “**Permitted Title Exceptions**” means the exceptions to title that Buyer approves or is deemed to have approved under Paragraph 4.1.1.

1.17. “**Property**” means the Land and the Improvements.

1.18. “**Purchase Price**” means the amount determined by multiplying the aggregate square footage of the Land (once finally determined pursuant to this Agreement) by \$19.00.

1.19. “**Seller’s Conditions**” means all of the matters set forth in Paragraph 5.1.

1.20. “**Title Commitment**” means an ALTA commitment for standard coverage title insurance covering the Property, issued by the Title Company, together with complete and legible copies of the Vesting Documents and the Exception Documents.

1.21. “**Title Company**” means Artisan Title Insurance Agency, Inc., 6340 South 3000 East, Suite #650, Cottonwood Heights, Utah 84121, contact person: Dave Delahunty, telephone: (801) 613-3955.

1.22. “**Title Policy**” means an ALTA owner’s standard coverage title insurance policy issued by the Title Company pursuant to the Title Commitment, with the Land described in the Title Policy as finally determined by Seller and approved by Buyer, having liability limits equal to the Purchase Price, insuring indefeasible fee simple title to the Property as being vested in Buyer, subject only to the Permitted Title Exceptions.

1.23. “**Transit Supportive Uses**” means those uses that are consistent with transit-oriented development and that promote increased ridership and utilization of the transit infrastructure and system of Clearfield Station. Transit Supportive Uses include uses that integrate the characteristics of walkable neighborhoods with mixed-use development, including the retail building being proposed by Buyer. Uses that are not compatible with Transit Supportive Uses include, but are not limited to, industrial uses, gas stations, storage facilities, car washes, warehousing or distribution facilities, low density commercial or residential uses, and cemeteries.

1.24. “**UTA**” means Utah Transit Authority.

1.25. “*Vesting Documents*” means all documents of record vesting fee title to the Land in Seller.

2. Agreement of Sale; Earnest Money; Form of Funds.

2.1. Agreement of Sale. In consideration of Buyer’s Earnest Money, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Land for the Purchase Price, subject to all of the provisions of this Agreement.

2.2. Earnest Money. Within two (2) business days after the full execution and delivery of this Agreement, Buyer shall deposit the Earnest Money in an escrow established at the Title Company. At the Closing, the Earnest Money shall be delivered to Seller and credited against the Purchase Price. The escrow for the Earnest Money shall be opened and maintained solely for the purpose of holding and disbursing the Earnest Money, and the Title Company is directed to disburse the Earnest Money in accordance with the provisions of this Agreement, or as otherwise directed in a writing signed by both Seller and Buyer. Unless this Agreement is terminated by Buyer pursuant to an express right of termination set forth herein (in which case the Title Company shall promptly return the Earnest Money to Buyer), the Earnest Money shall be delivered to Seller if this Agreement is terminated prior to the Closing. The Earnest Money may be invested in certificates of deposit, short-term money market accounts or bank repurchase contracts, as determined with the consent of both Seller and Buyer, and only in such manner as to make the Earnest Money available immediately upon termination by Buyer or on the Closing Date, as the case may be.

2.3. Form of Funds. At Buyer’s option, funds to be delivered in cash under this Agreement may be in the form of cash, cashier’s check or same day federal funds wire-transferred.

3. Due Diligence.

3.1. Property Access. Seller shall assist and cooperate with Buyer and Buyer’s representatives in obtaining access to the Property from time to time during reasonable hours for the purpose of making studies and inspections of the Property as reasonably requested by Buyer.

3.2. Delivery of Documents. Seller shall deliver or cause to be delivered to Buyer, at no cost or expense to Buyer, within ten (10) days after the date of this Agreement, the following documents and information:

3.2.1. Legal Description of the Land. No later than 30 days after the full execution and delivery of this Agreement, Seller shall provide Buyer the legal description for the Land, which shall be set forth in an Exhibit B addendum to this Agreement.

3.2.2. Title Commitment. The Title Commitment.

3.2.3. Survey. Any survey of the Property in Seller’s possession.

3.2.4. Engineering; Hazardous Materials. Copies of all engineering studies and reports (including, without limitation, soil, structural, seismological, environmental, and geological tests and reports) in Seller’s possession or within Seller’s control. In addition, any data or documents in Seller’s possession or within Seller’s control relating to any underground tanks located on or near

the Land or any potentially hazardous substances used, manufactured, transported, located or disposed of on the Property and a statement of the disposal practices followed with respect to such substances.

3.2.5. Inspection Reports. Inspection reports prepared by an engineer or other representative of any federal, state or local governmental entity or agency relating or referring to the Property in the possession of Seller or within Seller's control.

3.2.6. Other Information. Upon reasonable request by Buyer, such other information and legible copies of any additional documents, instruments or agreements in Seller's possession or within Seller's control that are related to the economic or physical condition of the Property. Seller shall also provide Buyer documents and information related to the plans for the Development, restrictions or requirements on the uses, and building and landscape design for the Property (including but not limited to applicable CC&Rs), any obligation which may result in prorations pursuant to Section 7.6, and any updates to the foregoing, on an ongoing basis, and as reasonably requested by Buyer, until Closing.

3.3. Disclaimer of Warranties. With respect to all Documents and other information and materials delivered by or on behalf of Seller to Buyer, to the extent such Documents and other information and materials have been prepared by third parties, Seller makes no representation or warranty to Buyer concerning the accuracy or completeness of such Documents, information or materials.

3.4. Return of Documents. If this Agreement is terminated, Buyer shall promptly return to Seller all of the Documents, unless directed not to do so by Seller.

#### 4. Buyer's Conditions to Closing.

4.1. Buyer's Conditions to Closing. Buyer's obligation to acquire the Property and consummate the Closing shall be conditioned on the satisfaction or Buyer's waiver of Buyer's Conditions, described as follows:

4.1.1. Certain Approvals. On or before the expiration of the Due Diligence Period, Buyer shall have approved and accepted the condition of the Property and the Documents. If Buyer fails, at or prior to the expiration of the Due Diligence Period, to disapprove the condition of the Property or the Documents, such matters shall be deemed to be approved by Buyer. If Buyer timely gives Seller written notice of disapproval of the condition of the Property or the Documents or any item revealed by the Documents, Seller shall have a period of five (5) days in which to cure the disapproved matter(s). If Seller is unable or unwilling to cure such matter(s) within such five (5) day period, Buyer may, by written notice to Seller within ten (10) days after the earlier of (a) the expiration of such five (5) day period, or (b) written notice from Seller to Buyer that Seller is unable or unwilling to cure such matter(s), either (y) terminate this Agreement and receive a return of the Earnest Money, in which event this Agreement shall terminate and neither Seller nor Buyer shall have any further obligation to each other, or (z) waive such matter(s) and proceed to the Closing. The failure of Buyer to timely terminate this Agreement pursuant to Paragraph 4.1.1(y) shall be deemed to be a waiver of such matter(s) by Buyer and an irrevocable election by Buyer to proceed to the Closing, in which event such matter(s) shall be deemed to be approved. (Notwithstanding any

other provision of this Agreement to the contrary, the Permitted Title Exceptions shall not include, and Seller shall convey and warrant the Property to Buyer free and clear of, any lien or encumbrance on the Property that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due and payable on the Closing Date.) If the Due Diligence Period would otherwise expire, the Due Diligence Period shall be extended during the time periods set forth in this Paragraph 4.1.1.

4.1.2. Pre-Closing Covenants. Seller shall have complied with all of its pre-closing covenants set forth in Paragraph 6.

4.1.3. Seller's Items. Seller shall have delivered to Buyer or the Title Company (as applicable) all of the items to be delivered by Seller, as described in Paragraph 7.2.

4.1.4. Representations and Warranties. Seller's representations and warranties, set forth in Paragraph 8, shall be true and accurate in all material respects as of the date of this Agreement (except with respect to representations and warranties that are expressly stated to be true as of a different date) and as of the Closing Date.

4.1.5. Building-Ready Condition. The Property shall have been improved by Seller, at Seller's cost, to Building-Ready Condition. Seller will provide Buyer notice when it begins the improvements for the Building-Ready Condition. If Seller has not completed the Building-Ready Condition improvements within 18 months of providing notice pursuant to the preceding sentence, Buyer will have the option to terminate this Agreement and receive the return of its Earnest Money.

4.1.6. Buyer Financing Contingency. Buyer and Seller expressly acknowledge and agree that Buyer's obligations to pay the Purchase Price and otherwise consummate the Closing are fully conditioned upon: (a) Buyer's ability to obtain an unconditional binding written commitment for financing to purchase the Property during the Due Diligence Period, whether by way of debt financing, equity investment, or otherwise, on terms acceptable to Buyer in its sole discretion; and (b) the funding of such financing on or before the Closing (collectively, the "Loan Financing"). If Buyer does not receive the Loan Financing on or before the Closing, then Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the Closing. If Buyer elects to terminate this Agreement as provided in this Section 4.1.6 during the Due Diligence Period, the Title Company shall return the Earnest Money to Buyer, and upon such refund being made this Agreement shall terminate. If Buyer elects to terminate this Agreement as provided in this Section 4.1.6 after the expiration of the Due Diligence Period, the Title Company shall release the Earnest Money to Seller, and upon such release of funds being made this Agreement shall terminate. If Buyer fails to give notice as provided in this Section 4.1.6, Buyer shall be deemed to have elected to proceed to Closing pursuant to the terms of this Agreement.

4.1.7. Buyer Development and Property Plan Notice. Any material changes to the Property (including any portions thereof not being purchased by Buyer), the Documents, or the Development as depicted in Exhibit C, for a period of five (5) years after the Due Diligence Period, will be notified to Buyer in writing.

4.2. Failure of Buyer's Conditions. If any of Buyer's Conditions are not satisfied, deemed satisfied or waived by Buyer prior to the expiration of the applicable period for satisfaction or waiver,

Buyer may, on written notice to Seller, (a) terminate all of Buyer's obligations under this Agreement, and receive a return in full of the Earnest Money, or (b) on a failure of any of Buyer's Conditions set forth in Paragraphs 4.1.2, 4.1.3, 4.1.4, or 4.1.5, require from Seller specific performance by Seller of this Agreement and all of Seller's obligations under this Agreement and reimbursement in full for all costs and expenses (including attorneys' fees and costs) incurred by Buyer by reason of Seller's default under this Agreement and any diminution in the value of the Property as a result of such default.

4.3.Due Diligence Termination. In addition to the rights of Buyer set forth in Paragraph 4.2, on or before the expiration of the Due Diligence Period, Buyer may give Seller and the Title Company written notice that Buyer desires to terminate this Agreement, which Buyer may do in its sole and absolute discretion. If Buyer timely gives such written notice, this Agreement shall terminate, neither Seller nor Buyer shall have any further obligation to each other and Buyer shall receive a return of the Earnest Money.

## 5. Seller's Conditions to Closing.

5.1.Seller's Conditions to Closing. Seller's obligation to sell the Property and consummate the Closing shall be conditioned on the satisfaction or Seller's waiver of Seller's Conditions, described as follows:

5.1.1. Pre-Closing Covenants. Buyer shall have complied with all of the pre-closing covenants set forth in Paragraph 6.

5.1.2. Buyer's Items. At or prior to the Closing, Buyer shall have delivered to Seller or the Title Company (as applicable) all of the items to be delivered by Buyer, as described in Paragraph 7.3.

5.1.3. Representations and Warranties. Buyer's representations and warranties, set forth in Paragraph 9, shall be true and accurate in all respects as of the date of this Agreement and as of the Closing Date.

5.2.Failure of Seller's Conditions. If any of Seller's Conditions are not satisfied or waived by Seller on or prior to the Closing Date, Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and retain the Earnest Money as liquidated and agreed-upon damages under this Agreement.

## 6. Pre-Closing Covenants.

6.1.New Contracts. From the date of this Agreement until the Closing, Seller shall not enter into any contract relating to or affecting the Property, including the Property uses or building or landscaping designs, that will continue in effect and be binding upon the Property or Buyer after the Closing (the "***Continuing Contracts***"), or amend, modify or terminate any Continuing Contract, unless Seller has obtained Buyer's written consent to do so, which consent shall not be unreasonably withheld, conditioned, or delayed. Seller shall submit to Buyer a copy of any Continuing Contract that Seller proposes to enter into after the date of this Agreement, and Buyer shall approve of the same within ten (10) business days after receipt of the same. If Buyer fails to notify Seller in writing of Buyer's approval of the same within such ten (10)-business-day period, such contract shall be

deemed approved for purposes of this Agreement. Notwithstanding any of the provisions herein, Seller is permitted to enter into agreements with Clearfield City relating to Development and may record CC&R's for Development.

6.2.Cooperation. Seller and Buyer shall cooperate in good faith with each other with respect to the matters set forth in this Agreement, provided that this sentence shall not limit any right or discretion of a party contained herein.

6.3.Operation and Management. From the date of this Agreement until the Closing, Seller shall manage the Property in the normal and ordinary course in a prudent and businesslike fashion, shall use commercially reasonable efforts to improve the Property as contemplated in Paragraph 4.1.5, and shall not permit any waste or nuisance on the Property. Seller shall not deviate from Seller's ordinary and customary management of the Property and shall promptly provide Buyer with written notice of any damage or adverse change in condition to the Property, which notice shall indicate the extent of the damage or change in condition and the anticipated cost and time necessary to make such repairs. Nothing contained in this Agreement shall prevent Seller from acting to prevent loss of life, personal injury or damage to the Property in emergency situations, or prevent Seller from performing any act with respect to the Property which may be required by any applicable law, ordinance, rule or regulation.

6.4.Performance of Obligations. From the date of this Agreement until the Closing, Seller shall timely pay all taxes, assessments and any utility charges affecting the Property, if any.

6.5.Parking and Exclusivity Agreement. Within sixty days of execution of this Agreement, Seller shall draft and shall deliver to Buyer an agreement (the "***Parking and Exclusivity Agreement***"), pursuant to which (a) Seller shall grant to Buyer, for the benefit of the Property, certain parking rights and responsibilities upon certain parcels of real property adjacent to the Property, and (b) so long as Buyer or its successors in interest to the Property continue to operate the Property as a retail building. Buyer shall promptly review and provide to Seller any comments Buyer has to the draft of the Parking and Exclusivity Agreement. Upon receiving such comments, Buyer and Seller shall cooperate in good faith to resolve any outstanding issues under the proposed Parking and Exclusivity Agreement until the Parking and Exclusivity Agreement is in a form acceptable to Buyer and Seller. If the Parking and Exclusivity Agreement is not in a form acceptable prior to the expiration of the Due Diligence Period, (x) Buyer may terminate this Agreement pursuant to Paragraph 4.3, in which case the Earnest Money shall be refunded to Buyer, or (y) if Buyer fails to terminate this Agreement prior to the expiration of the Due Diligence Period, the parties shall proceed hereunder without a Parking and Exclusivity Agreement being executed by the parties at the Closing (notwithstanding anything to the contrary in Paragraphs 7.2 and 7.3), and this Paragraph 6.5 shall thereafter have no force or effect.

#### 6.6.Change in Representations and Warranties.

6.6.1. Seller's Representations and Warranties. From the date of this Agreement until the Closing, if Seller learns of any fact or circumstance which causes, or has a reasonable likelihood of causing, a representation or warranty made by Seller under this Agreement to be untrue or misleading, or which may cause an adverse change with respect to the Property, Seller shall notify Buyer within five (5) days after Seller learns of such fact or circumstance.

6.6.2. Buyer's Representations and Warranties. From the date of this Agreement until the Closing, if Buyer learns of any fact or circumstance which causes, or has a reasonable likelihood of causing, a representation or warranty made by Buyer under this Agreement to be untrue or misleading, Buyer shall notify Seller within five (5) days after Buyer learns of such fact or circumstance.

7. Closing.

7.1. Date of Closing. The Closing shall be within forty-five (45) days after the Property has been improved to the point of Building-Ready Condition and no sooner than the expiration of the Due Diligence Period. The specific Closing Date shall be selected by the parties by mutual agreement. The Closing shall be held at the offices of the Title Company. If such date falls on a holiday or other day on which the Title Company is not open for business, the Closing shall be held on the next business day. At 10:00 a.m. on the first business day prior to the Closing Date, at the offices of Seller's counsel, or at such other time, date and place as Seller and Buyer may agree, a pre-closing meeting between Seller and Buyer and their respective representatives shall be held for the purposes of reviewing documents and satisfying Seller and Buyer that the deliveries required pursuant to Paragraphs 7.2 and 7.3 will be made at the Closing.

7.2. Items to be Delivered by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

7.2.1. Deed. The Deed, duly executed and acknowledged by Seller.

7.2.2. Parking and Exclusivity Agreement. The Parking and Exclusivity Agreement, duly executed by Seller.

7.2.3. Non-Foreign Affidavit. An affidavit in form and substance reasonably satisfactory to Seller and Buyer, dated as of the Closing Date and establishing that Seller is not a "foreign person" within the meaning of Section 1445 of the Code, duly executed and acknowledged by Seller.

7.2.4. Title Policy. The Title Policy; provided, however, that such obligation shall be fully satisfied if the Title Company is unconditionally committed at the Closing to issue the Title Policy within a reasonable time after the Closing.

7.2.5. Other Materials. If reasonably requested by Buyer, such additional documents as may reasonably be required to consummate the transaction described in this Agreement.

7.3. Items to be Delivered by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

7.3.1. Purchase Price. The Purchase Price due from Buyer hereunder, after taking into account all credits to which Buyer is entitled pursuant to this Agreement.

7.3.2. Prorations. The amount due Seller, if any, in addition to the Purchase Price, after the prorations are computed in accordance with Paragraph 7.6.

7.3.3. Parking and Exclusivity Agreement. The Parking and Exclusivity Agreement, duly executed by Buyer.

7.3.4. Other Materials. If reasonably requested by Seller, such additional documents as may reasonably be required to consummate the transaction described in this Agreement.

7.4. Additional Items. Seller and Buyer shall deliver to the Title Company such further documents and instruments as may be reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement.

7.5. Instructions to Title Company. At the Closing, Seller and Buyer shall instruct the Title Company to record the Deed in favor of Buyer, and to record all other documents, including, without limitation, restrictive covenants related to Section 6.5(b), deeds of reconveyance and releases of liens, necessary for title to the Property to be conveyed to Buyer free and clear of all liens, encumbrances and other matters, except for the Permitted Title Exceptions, on satisfaction of all of the conditions of, and requirements for, the Closing set forth in this Agreement. In connection with the Closing, Seller and Buyer shall provide to the Title Company or other closing agent any information and materials reasonably necessary to enable such closing agent to comply with the real estate transaction reporting requirements of Section 6045 of the Code.

7.6. Prorations. Seller and Buyer shall prorate, adjust, charge or credit the following items between Seller and Buyer as of 12:01 a.m. on the Closing Date, with the effect that Seller shall bear the costs and expenses and receive revenues for periods prior to the Closing Date, and Buyer shall bear the costs and expenses and receive revenues for periods on and after the Closing Date:

7.6.1. Taxes. Ad valorem and any other general or special taxes on or allocable to the Property that are due and payable in the calendar year in which the Closing Date falls shall be prorated as of the Closing Date. The parties understand that Seller is a tax-exempt governmental entity, and therefore is not required to pay taxes. Any general or special assessments that are a lien against or allocable to the Property shall be paid in full by Seller on or prior to the Closing Date.

7.6.2. Other Amounts. All other income, accounts payable and ordinary operating expenses of the Property, including, without limitation, utility and other deposits, utility, maintenance and service charges, and amounts due under any landscaping, maintenance or other service contracts relating to the Property, shall be prorated and appropriate and customary adjustments and credits shall be made between Seller and Buyer as of the Closing Date.

7.7. Proration Guidelines. Prorations and adjustments called for in Paragraph 7.6 shall be made on the basis of thirty (30) day months and the number of days actually elapsed in any partial month. Not less than three (3) business days prior to the Closing Date, Seller shall deliver or cause to be delivered to Buyer a tentative proration schedule setting forth the preliminary determination of the foregoing prorations, accompanied by detail which will enable Buyer to confirm such preliminary proration schedule.

7.8. Items Not Prorated. No proration shall be made for insurance premiums, unless the insurance policies are assumed by Buyer, for management fees or for salaries, benefits, bonuses, payroll taxes or other costs of Seller's employees. Unless otherwise agreed by Buyer in writing,

Seller shall terminate and pay for all insurance, management, leasing and other such services relating to the Property as of the Closing.

7.9. Reprorations. If taxes or any other items are prorated as of the Closing on any basis other than actual amounts charged for the current period, or if a reassessment of taxes occurs which relates to the calendar period in which the Closing Date occurs, such items shall be reprorated on receipt of such actual amounts or on such reassessment and the party owing funds to the other shall promptly remit such funds to the other. If the party owing such funds to the other fails to remit such funds within thirty (30) days after demand, such funds shall bear interest, commencing on the date such demand is made, at the rate of ten percent (10%) per annum. The foregoing provisions of this Paragraph 7.9 shall survive the Closing.

7.10. Closing Costs. Seller shall pay for the Title Policy, Buyer shall pay the incremental cost for any upgrades or endorsements to the Title Policy requested by Buyer, Seller and Buyer shall evenly divide all escrow costs, and all recording costs shall be customarily allocated.

7.11. Possession; Risk of Loss. Possession of the Property shall be transferred by Seller to Buyer on the Closing Date. Until the Closing is consummated, the risk of loss to the Property shall be borne solely by Seller.

## 8. Seller's Representations and Warranties.

8.1. Representations and Warranties. Seller makes the following representations, warranties, covenants and guaranties for the benefit of Buyer and Buyer's members and managers and their respective successors and assigns:

8.1.1. Documents. To Seller's knowledge, the Documents are complete, accurate and genuine. The information set forth in the Documents is fairly presented in a manner that is not misleading.

8.1.2. Consents. All necessary approvals, authorizations and consents have been obtained in connection with the execution by Seller of this Agreement and all other documents to be delivered at the Closing, and with the performance by Seller of Seller's obligations under this Agreement. Buyer understands that this Agreement is subject to approval by the UTA Board of Trustees. The execution of this Agreement by Seller, the performance by Seller of Seller's obligations under this Agreement and the sale, transfer, conveyance and assignments contemplated by this Agreement do not require the consent of any third party.

8.1.3. No Leases or Other Rights. As of the Closing, no lease, sublease, tenancy or occupancy agreement pertaining to or affecting the use or occupancy of the Property will be in effect.

8.1.4. Hazardous Wastes. To Seller's knowledge, no hazardous substances, hazardous wastes, pollutants or contaminants are or have at any time been used, deposited, stored, disposed of, placed or otherwise located in or on, or released from, the Property or any facility operated on the Property, in violation of any environmental law. Seller has received no notice, and is not aware that any notice to any other person has been given, of any violation or claimed violation of any law, ordinance, rule or regulation relating to hazardous substances, hazardous wastes,

pollutants or contaminants, and, to Seller's knowledge, neither Seller nor the Property is in violation of any such law, ordinance, rule or regulation.

8.1.5. Authority. Seller is a political subdivision of the State of Utah, validly existing and in good standing under the laws of the State of Utah, and that Seller's Board of Trustees has been duly and validly authorized to enter into this Agreement and to sell and convey the Property to Buyer pursuant to the provisions of this Agreement. The person or persons executing and delivering this Agreement on behalf of Seller have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement.

8.1.6. Title. Seller is the sole owner of the Property. At the Closing, Seller will convey to Buyer all of Seller's right, title and interest in and to the Property. On consummation of the Closing, Buyer will have received good, marketable, indefeasible and insurable title to the Property.

8.1.7. Taxes. No delinquent tax, assessment or bond of any nature affecting the Property exists, except as disclosed in the Title Commitment. All real and personal property taxes and assessments which are a lien on the Property will have been paid in full, except the taxes for the year in which the Closing occurs to the extent not yet due and payable, such taxes to be prorated as of the Closing Date.

8.1.8. Liens. Amounts due for all work done and materials furnished to the Property that would give rise to a mechanic's, materialman's or laborer's lien, have been paid in full, all necessary waivers of rights to a mechanic's, materialman's or laborer's lien have been obtained and no basis exists for the filing of any such lien against the Property.

8.1.9. Public Access. Upon the Closing, the Property will have free and adequate access to and from public highways and roads, and no fact or condition will, as of the Closing, exist that could result in the termination of such access, subject to the Right of Entry approval's limitations, indemnifications and insurance requirements.

8.1.10. Litigation. Seller is not a party to any pending suit or proceeding by or before any tribunal (whether judicial, administrative or otherwise) which could have an adverse effect on the use or operation of the Property, Seller's performance of Seller's obligations under this Agreement or the transactions contemplated under this Agreement (any of the foregoing, an "Adverse Effect"), nor to Seller's knowledge are any claims or actions threatened which may become the subject of litigation which might have an Adverse Effect. No action, suit or proceeding is pending, contemplated or threatened by Seller which may have any Adverse Effect (including, without limitation, tax reduction proceedings). On and after the date of this Agreement, Seller shall not commence or allow to be commenced on Seller's behalf any action, suit or proceeding that may have an Adverse Effect without the prior written consent of Buyer.

8.1.11. Various Defaults. Neither the provisions of this Agreement nor of any document executed in connection with the Closing conflict with or will result in the breach of any of the provisions of, or constitute a default under, any of agreement or document, indenture, instrument or undertaking to which Seller is a party or by which Seller is bound, including, without

limitation, all items potentially affecting transferability of the Property or an interest in the Property, including such items as due on sale clauses, rights of first refusal, transfer restrictions and all similar items. No option agreement, right of first refusal or other similar agreement relating to the Property exists. Seller has not committed or obligated itself to sell the Property to any person other than Buyer.

8.1.12. No Condemnation or Other Proceedings. No pending condemnation, environmental, zoning or other land use regulation proceeding relating to or affecting the Property exists, and Seller has no knowledge that any such action is presently threatened or contemplated.

8.2. Nature of Representations and Warranties. Seller covenants that the representations, warranties, covenants and guaranties set forth in Paragraph 8.1 are true as of the date of this Agreement (except with respect to representations and warranties that are expressly stated to be true as of a different date) and shall be true as of the Closing Date.

## 9. Buyer's Representations and Warranties.

9.1. Representations and Warranties. Buyer makes the following representations, warranties, covenants and guaranties for the benefit of Seller and Seller's members and managers and their respective successors and assigns:

9.1.1. Consents. All necessary third party approvals, authorizations and consents have been or will be obtained by the Closing in connection with the execution by Buyer of this Agreement and all other documents to be delivered at the Closing, and with the performance by Buyer of Buyer's obligations under this Agreement. The execution of this Agreement by Buyer and the performance by Buyer of Buyer's obligations under this Agreement does not require the consent of any third party.

9.1.2. Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah, and has been duly and validly authorized to enter into this Agreement and to purchase the Property from Seller pursuant to the provisions of this Agreement. The person or persons executing and delivering this Agreement on behalf of Buyer have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement. All requisite limited liability company action has been taken to make this Agreement and all documents to be delivered by Buyer at the Closing valid and binding on Buyer.

9.1.3. Litigation. Buyer is not a party to any pending suit or proceeding by or before any tribunal (whether judicial, administrative or otherwise) which could have an adverse effect on Buyer's performance of Buyer's obligations under this Agreement or the transactions contemplated under this Agreement, nor to the best of Buyer's knowledge are any claims or actions threatened which may become the subject of litigation which might have a similar adverse effect.

9.1.4. Judgment. No adverse or unpaid judgment is outstanding against Buyer that might affect the ability of Buyer to perform Buyer's obligations under this Agreement.

9.1.5. No Violation of Law by Buyer. Buyer is not in violation of, and the execution by Buyer of this Agreement and the performance by Buyer of Buyer's obligations under this

Agreement will not violate, any judicial order or governmental law, ordinance, rule or regulation in any respect which could have an adverse effect on the validity, performance or enforceability of this Agreement or any document referred to in or contemplated by this Agreement.

9.1.6. Various Defaults. Neither the provisions of this Agreement nor of any document executed in connection with the Closing conflict with or will result in the breach of any of the provisions of, or constitute a default under, Buyer's certificate of organization or operating agreement or any agreement, indenture, instrument or undertaking to which Buyer is a party or by which Buyer is bound.

9.2. Nature of Representations and Warranties. Buyer covenants that the representations, warranties, covenants and guaranties set forth in Paragraph 9.1 are true as of the date of this Agreement and shall be true as of the Closing Date.

## 10. Facility Construction, Completion, Design Review, and Rights of Re-Purchase.

10.1.1. Construction Precedents. Subject to the Property being in Building-Ready Condition, Buyer shall begin construction of the Facility within nine months of receiving written notice from Seller of both: (i) the substantial completion of the vertical construction of the buildings planned for building Lot 10 (MUR A), Lot 7, 6, and 5 (Office B), Lot 8 (Office A), and Lot 9 (MUR C) *or* Lot 11 and 12 (MUR B), as depicted in Exhibit A, and (ii) the completion of the parking improvements for the Property to which Buyer has rights under the Parking and Exclusivity Agreement (together "**Construction Precedents**"). Buyer shall make commercially reasonable efforts to complete construction (evidenced by application for certificate of occupancy) of the Facility on the Property within two years after the Construction Precedents.

### 10.1.2. Seller's Rights to Re-Purchase the Property.

- (a) If within nine (9) months from the Construction Precedents Buyer does not begin construction of the Facility, Seller shall have the right to purchase the Property from Buyer at the Purchase Price.
- (b) If Buyer lists the Property for sale prior to making any improvements on the Property, then Seller shall have the right of first refusal upon a proposed sale of the Property by Buyer to purchase the Property from Buyer at the Purchase Price.
- (c) If the Facility is not substantially complete within 2 years and 9 months of the Construction Precedents or Buyer lists the Property for sale after making improvements on the Property, then Seller shall have the right to purchase the Property at the appraised value, as determined through the following process. Buyer shall obtain and pay for an appraisal of the Property. If Seller does not agree with the appraised value received by Buyer, Seller shall obtain and pay for an appraisal, at which time the two appraisals will be averaged. If the parties do not agree to the purchase price being the average of the two appraisals, then the two appraisers shall select a third appraiser to value the Property, which third appraisal shall be final and binding on the parties. For purpose of this Section 10.1.2(c), "substantially complete" means 85% percent complete, as determined by invoice

or other construction progress schedule used by the general contractor for the Facility.

10.1.3. Transit Supportive Uses. Property shall be used only for Transit Supportive Uses. A material condition of Seller's decision to sell Property to Buyer is that Buyer shall construct the Facility on the Property, which Seller acknowledges is a Transit Supportive Use. The parties agree that the Deed shall contain language limiting uses of the Property to Transit Supportive Uses and that the proposed Facility to be constructed by Buyer is a permitted Transit Supportive Use.

10.1.4. Plans and Specifications.

- (a) Buyer and Seller acknowledge and agree that their intent and agreement is that the height, architectural features, and other design elements of the Facility shall be consistent with Buyer's other buildings, taking into consideration the other buildings and design elements of the Development. Accordingly, no improvements of any kind on the Property shall be made, including without limitation any alterations to the exterior of the Facility, shall be erected, altered, refinished or repainted (unless of the same finish or color as the original), or removed from the Property, nor shall any excavating, clearing, removal of trees or shrubs, landscaping or other alteration of existing site conditions be done on the Property after the Closing, unless the complete plans and specifications therefor (the "*Plans and Specifications*") are approved by Seller prior to the commencement of such work.
- (b) Two copies of the complete Plans and Specifications must be submitted to Seller for approval or disapproval by it in writing within fourteen (14) days after submission to the UTA Design Review Committee. In the event Seller fails to take any action within such specified periods, it shall be deemed to have rejected the material submitted.

10.1.5. Construction. Once begun, any construction, landscaping, or alterations approved by Seller shall be diligently prosecuted to completion, and all such construction work shall be consistent with the approved Plans and Specifications. Seller shall have the authority and right at any time and from time to time at any reasonable hour to inspect construction or other activities authorized for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by Seller, but it shall have no duty to make such inspections.

10.1.6. Additional Approvals. All of Buyer's improvements to the Property must also comply with all applicable zoning ordinances, building codes, and other applicable laws, ordinances, rules, and regulations. All approvals required from Clearfield City, UTA, or any other governmental or quasi-governmental authority having jurisdiction over the Property or the Facility shall be obtained by Buyer at Buyer's expense.

10.1.7. Intentionally Omitted.

10.1.8. Survival. Buyer's obligations under this Paragraph 10 shall survive the Closing. In order to place third parties on notice of Seller's design approval rights hereunder, as well as the restriction that Property be used for Transit Supportive Uses, the Deed shall contain provisions substantially similar to this Paragraph 10.

## 11. General Provisions.

11.1. Brokers. Seller represents and warrants to Buyer that Seller has not retained a broker or real estate agent in connection with the transaction contemplated by this Agreement. Buyer represents and warrants to Seller that Buyer has not retained a broker or real estate agent in connection with the transaction contemplated by this Agreement. Seller shall indemnify, defend and hold harmless Buyer against any claim for a brokerage commission or similar fee in connection with the transaction contemplated by this Agreement based on an actual or alleged agreement made by Seller. Buyer shall indemnify, defend and hold harmless Seller against any claim for a brokerage commission or similar fee in connection with the transaction contemplated by this Agreement based on an actual or alleged agreement made by Buyer.

11.2. Attorneys' Fees. If either Seller or Buyer brings suit to enforce or interpret this Agreement or any document, instrument or agreement delivered pursuant to this Agreement, for damages because of the breach of a representation, warranty or covenant contained in this Agreement or in any document, instrument or agreement (subject to conflicting attorneys' fees provisions in any such agreement, which shall govern breaches of representations, warranties, and covenants contained therein) delivered pursuant to this Agreement, or with respect to any other issue related to this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled. As used in the preceding sentence, "***prevailing party***" shall include, without limitation, a party who retains legal counsel or brings an action against the other party and subsequently obtains all or part of the relief sought, whether by compromise, settlement or judgment. The provisions of this Paragraph 11.2 shall survive the Closing.

11.3. Notices. Any notice or demand to be given by or on behalf of Seller or by or on behalf of Buyer to the other shall be given in writing by personal service, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such party as follows:

If to Seller:

Utah Transit Authority  
Attn: Property Management  
669 West 200 South  
Salt Lake City, Utah 84101

STACK Real Estate  
2801 North Thanksgiving Way Suite 100  
Lehi, UT 84043

Hamilton Partners  
222 South Main Street Suite 1760  
Salt Lake City, UT 84010

If to Buyer:

Rocky Fields LLC  
1470 South 400 West  
Salt Lake City, Utah 84115  
Attention: Dustin Buckthal

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

11.4. Time of Essence. Time is of the essence with respect to each provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement falls on a Saturday, Sunday or any public or legal holiday generally recognized by banks in Salt Lake City, Utah, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding day to exercise such privilege or to discharge such duty.

11.5. Effectiveness; Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by both Seller and Buyer. Any oral representation or modification concerning this Agreement shall be of no force or effect.

11.6. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, Seller and Buyer and their respective successors and assigns. Upon notice of such assignment to Seller, Buyer may assign its rights under this Agreement to an affiliated entity under the control of or under common control with Buyer, but to no other third party without Seller's prior written consent, which will not be unreasonably withheld. Buyer's assignment of its rights under this Agreement shall not relieve Buyer of any obligation hereunder.

11.7. Applicable Law; Jurisdiction; Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. Seller and Buyer subject themselves to the exclusive jurisdiction of the courts of the State of Utah and agree to commence and maintain any lawsuit related to this Agreement in such courts. Seller and Buyer further agree that such courts are a convenient forum. Unless otherwise provided, references in this Agreement to Paragraphs are to paragraphs in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against Seller or Buyer, as if both Seller and Buyer had prepared it. Except as otherwise provided in this Agreement, no remedy provided in this Agreement shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Agreement), and all remedies under this Agreement may be exercised concurrently, independently or successively from time to time. The failure on the part of Seller or Buyer to enforce promptly any right under this Agreement shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

11.8. Integration of Other Agreements. This Agreement constitutes the entire agreement of Seller and Buyer and supersedes all previous contracts, correspondence and documentation relating to the subject matter of this Agreement.

11.9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in “portable document format” form shall have the same effect as physical delivery of the paper document bearing the original signature.

11.10. Further Actions. Seller and Buyer shall execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement. From time to time following the Closing Seller shall, on Buyer’s request, furnish Buyer with access to and with copies of all books, records, documents and information which Buyer may reasonably request that are within the possession of, under the control of, available to or obtainable by, Seller, and that relate to the Property.

11.11. Titles and Headings. Titles and headings of Paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

11.12. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may require.

11.13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid, unenforceable, or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity, unenforceability or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.14. No Merger. Neither the occurrence of the Closing nor the execution or delivery of the various documents (including, without, limitation, the Deed) that are contemplated by this Agreement to be executed and delivered prior to, in connection with or after the Closing shall result in the termination or extinguishment of this Agreement or the merger of this Agreement into such documents. Each provision of this Agreement shall survive all of such matters.

11.15. Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

*[Remainder of page intentionally left blank.]*

SELLER AND BUYER have executed this Agreement to be effective as of the date first set forth above.

**SELLER:**

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Mary DeLoretto  
Interim Executive Director

\_\_\_\_\_  
Paul Drake  
Director of Real Estate and TOD

**BUYER:**

ROCKY FIELDS LLC

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Timothy G. Merrill  
Assistant Attorney General

**EXHIBIT A**

**PLAT MAP SHOWING  
LOCATION AND CONFIGURATION OF LAND**

FRONT RUNNER BUS LOOP.

EAST QUARTER SECTION 12 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, 3" BRASS CAP FOUND

**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO PARCELS 12-066-0138, 12-067-0139 12-882-005, 12-882-006 AND 12-882- AND PUBLIC ROADS. THE BASIS OF BEARING IS S00°26' SOUTH EAST CORNER OF SECTION SALT LAKE BASE AND MERIDIAN, A

LEMONADE STAND INVESTMENTS LLC 092450003

WENDYS PROPERTIES LLC 092450002

CHELEMES

**SR-126 STATE STREET**

S00°26'16"E 2636.71'  
1318.68' TO P.O.B. TIE LINE

S18°04'07"E 43.43'

S0°26'16"W 753.78'

**0 EAST**

S36°01'00"E 102.32'

S36°34'35"E 614.60'

S04.57'

UTAH TRANSIT AUTHORITY (BOILER DRIVE) 128820007

UTAH TRANSIT AUTHORITY 128820005

CLEARFIELD STATION APARTMENTS LLC 128820008

CLEARFIELD STATION APARTMENTS 128820002

**LOT 11**  
(1.905 ACRES)

**WHISTLE DRIVE**

**GRAND DRIVE**

CLEARFIELD STATION APARTMENTS 128820003

**LOT 12**  
(3.006 ACRES)

**LOT 10**  
(6.102 ACRES)

UTAH TRANSIT AUTHORITY 128820001

STATION BOULEVARD

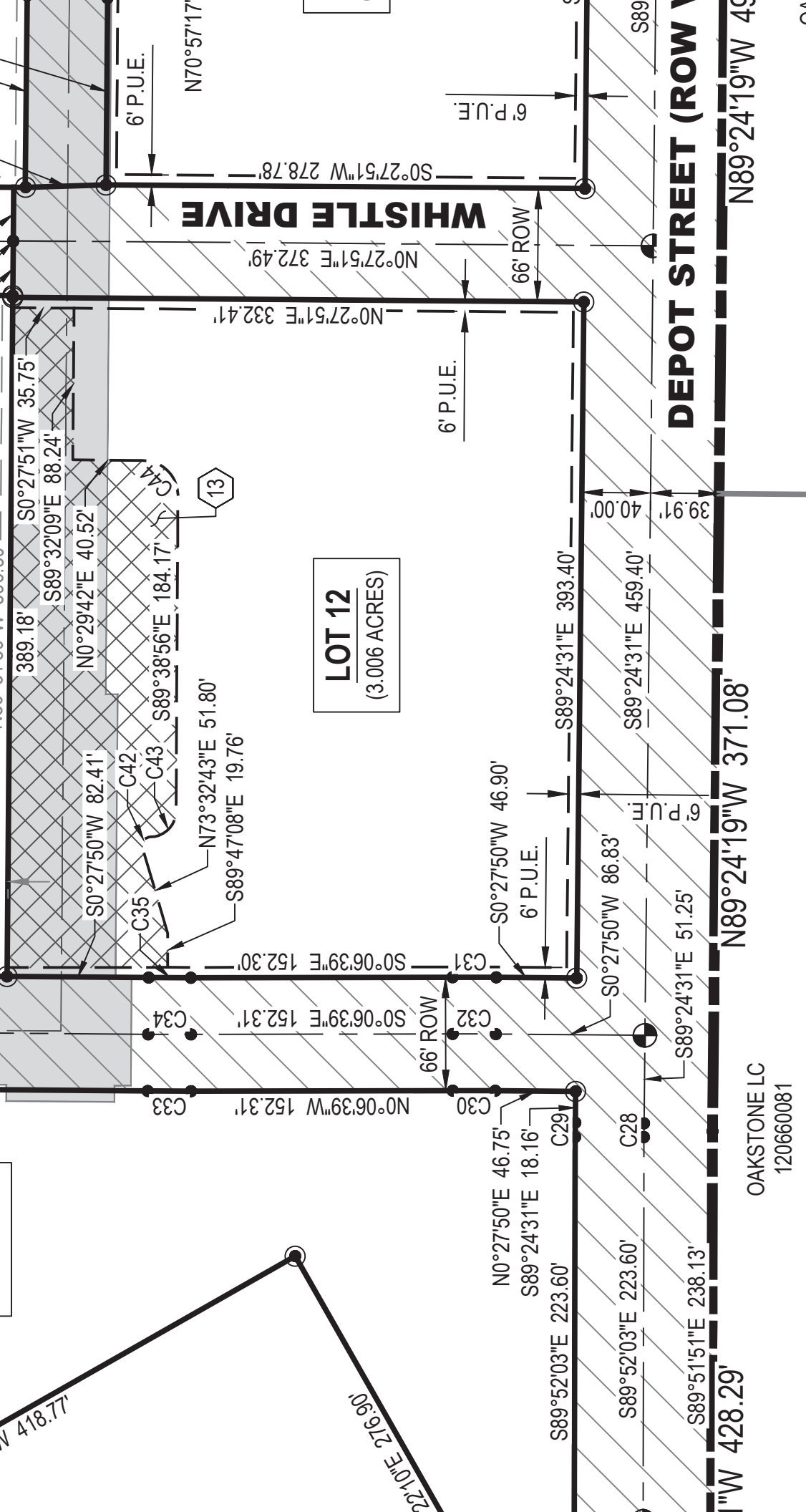
**BOXCAR DRIVE**

**LOT 9**  
(.460 ACRES)

**LOT 13**  
(3.045 ACRES)  
PUBLIC PARK

**4**  
(ES)





**LOT 12**  
(3.006 ACRES)

**E TABLE**

CHORD	ANGLE
S43° 01' 06"E 75.83'	019° 18' 46"
S61° 11' 34"E 69.92'	017° 02' 10"
S68° 12' 23"E 9.14'	003° 09' 23"
S49° 28' 45"E 108.65'	039° 41' 51"
S49° 28' 45"E 135.82'	039° 41' 51"
S51° 28' 45"E 162.98'	039° 41' 51"

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	CHORD	ANGLE
C28	8.01'	1000.00'	S89° 38' 17"E 8.01'	000° 27' 32"
C29	8.33'	1040.00'	S89° 38' 17"E 8.33'	000° 27' 32"
C30	24.76'	2467.04'	N00° 10' 35"E 24.76'	000° 34' 30"
C31	25.42'	2533.02'	S00° 10' 35"W 25.42'	000° 34' 30"
C32	25.09'	2500.02'	S00° 10' 35"W 25.09'	000° 34' 30"
C33	25.20'	2495.31'	N00° 11' 00"E 25.20'	000° 34' 43"

**LINE TABLE**

LINE #	LENGTH	DIRECTION
L1	10.00'	S37° 19' 31"W
L2	10.00'	N20° 40' 19"E
L3	14.33'	S23° 29' 24"W
L4	14.94'	N23° 29' 24"E
L5	7.10'	N00° 00' 00"E
L6	5.06'	N90° 00' 00"W

OAKSTONE LC  
120660081

**DEPOT STREET (ROW)**

N89° 24' 19" W 49'

N89° 24' 19" W 371.08'

N89° 24' 19" W 428.29'

OA

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE LAND**

*To be determined at time of conveyance*

**EXHIBIT C**

**ILLUSTRATIVE MASTER PLAN DEPICTING PROPOSED USES WITHIN THE  
DEVELOPMENT**



GRAND DRIVE 1350 SOUTH  
(PRIVATE ROAD)

MUR A

6

8

1

3

6

11

14

14

GYM

Retail D

Retail C

STATION BOULEVARD

Retail B

Row House

STREET D

Retail A

OFFICE A

**Exhibit "B"**

**Purchase and Sale Agreement: Lot 20**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “*Agreement*”) is entered into as of the day of \_\_\_\_\_ 2021 by and between Utah Transit Authority, a large public transit district of the State of Utah, (“*Seller*”), and Rocky Fields LLC, a Utah limited liability company (“*Buyer*”).

In consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Definitions. As used in this Agreement, each of the following capitalized terms shall have the indicated meaning:

1.1. “*Building-Ready Condition*” means that the Property has been improved as a building-ready pad, with utilities (culinary and fire suppression water, sewer, power, phone and fiber optic line, and gas) being stubbed to the Property and all curb, gutter, and streets fronting the Property having been completed.

1.2. “*Buyer’s Conditions*” means all of the matters set forth in Paragraph 4.1.

1.3. “*Closing*” means the closing of the purchase and sale of the Property between Seller and Buyer pursuant to the provisions of this Agreement.

1.4. “*Closing Date*” means the date on which the Closing actually occurs.

1.5. “*Code*” means the Internal Revenue Code, as amended.

1.6. “*Deed*” means a special warranty deed, in form and substance reasonably satisfactory to Seller and Buyer, dated as of the Closing Date and conveying title to the Property to Buyer, subject to the Permitted Title Exceptions.

1.7. “*Development*” means the proposed approximately 56-acre development near the UTA Clearfield FrontRunner station, to be known as “Clearfield Station.”

1.8. “*Documents*” means the documents and materials described in Paragraph 3.2

1.9. “*Due Diligence Period*” means the period of time commencing on the date of this Agreement and expiring on the date six (6) months later.

1.10. “*Earnest Money*” means the sum of Fifty Thousand Dollars (\$50,000.00) in cash, together with all accrued interest on such sum after the date of deposit with the Title Company pursuant to Paragraph 2.2.

1.11. “*Exception Documents*” means all documents identified or referred to as exceptions to title in the Title Commitment.

1.12. “*Facility*” means the climbing gym facility, to be operated as The Front Climbing Club or related brand thereof, to be constructed by Buyer on the Property after the Closing Date.

1.13. “**Improvements**” means all structures, landscaping, parking lots and walkways on, and fixtures attached to, the Land and other physical improvements located on or affixed to the Land, to the extent such improvements constitute real property under the laws of the State of Utah.

1.14. “**Land**” means Lot 3 parcel of real property, as depicted in Exhibit A, located near the center of the Development having the exact final location and configuration as determined by Seller and approved by Buyer in Buyer’s sole discretion. As of the date of this Agreement, the proposed location and configuration of the Land is set forth on the plat map attached hereto as Exhibit A, with Buyer’s current intent to purchase the real property underlying the land comprising Lot 3 (Gym) and Lot 20 (Retail C), as depicted in Exhibit A. The purchase of Lot 20 will be provided for in a separate agreement, but upon the same price per square foot and substantially the same terms as this Agreement. Seller agrees to coordinate with Buyer on the design of the pathway between Lot 3 and Lot 20 to ensure a cohesive, contiguous design occurs.

1.15. “**Parking and Exclusivity Agreement**” shall have the meaning set forth in Paragraph 6.5.

1.16. “**Permitted Title Exceptions**” means the exceptions to title that Buyer approves or is deemed to have approved under Paragraph 4.1.1.

1.17. “**Property**” means the Land and the Improvements.

1.18. “**Purchase Price**” means the amount determined by multiplying the aggregate square footage of the Land (once finally determined pursuant to this Agreement) by \$19.00.

1.19. “**Seller’s Conditions**” means all of the matters set forth in Paragraph 5.1.

1.20. “**Title Commitment**” means an ALTA commitment for standard coverage title insurance covering the Property, issued by the Title Company, together with complete and legible copies of the Vesting Documents and the Exception Documents.

1.21. “**Title Company**” means Artisan Title Insurance Agency, Inc., 6340 South 3000 East, Suite #650, Cottonwood Heights, Utah 84121, contact person: Dave Delahunty, telephone: (801) 613-3955.

1.22. “**Title Policy**” means an ALTA owner’s standard coverage title insurance policy issued by the Title Company pursuant to the Title Commitment, with the Land described in the Title Policy as finally determined by Seller and approved by Buyer, having liability limits equal to the Purchase Price, insuring indefeasible fee simple title to the Property as being vested in Buyer, subject only to the Permitted Title Exceptions.

1.23. “**Transit Supportive Uses**” means those uses that are consistent with transit-oriented development and that promote increased ridership and utilization of the transit infrastructure and system of Clearfield Station. Transit Supportive Uses include uses that integrate the characteristics of walkable neighborhoods with mixed-use development, including the climbing gym facility being proposed by Buyer. Uses that are not compatible with Transit Supportive Uses include, but are not limited to, industrial uses, gas stations, storage facilities, car washes, warehousing or distribution facilities, low density commercial or residential uses, and cemeteries.

1.24. “*UTA*” means Utah Transit Authority.

1.25. “*Vesting Documents*” means all documents of record vesting fee title to the Land in Seller.

2. Agreement of Sale; Earnest Money; Form of Funds.

2.1. Agreement of Sale. In consideration of Buyer’s Earnest Money, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Land for the Purchase Price, subject to all of the provisions of this Agreement.

2.2. Earnest Money. Within two (2) business days after the full execution and delivery of this Agreement, Buyer shall deposit the Earnest Money in an escrow established at the Title Company. At the Closing, the Earnest Money shall be delivered to Seller and credited against the Purchase Price. The escrow for the Earnest Money shall be opened and maintained solely for the purpose of holding and disbursing the Earnest Money, and the Title Company is directed to disburse the Earnest Money in accordance with the provisions of this Agreement, or as otherwise directed in a writing signed by both Seller and Buyer. Unless this Agreement is terminated by Buyer pursuant to an express right of termination set forth herein (in which case the Title Company shall promptly return the Earnest Money to Buyer), the Earnest Money shall be delivered to Seller if this Agreement is terminated prior to the Closing. The Earnest Money may be invested in certificates of deposit, short-term money market accounts or bank repurchase contracts, as determined with the consent of both Seller and Buyer, and only in such manner as to make the Earnest Money available immediately upon termination by Buyer or on the Closing Date, as the case may be.

2.3. Form of Funds. At Buyer’s option, funds to be delivered in cash under this Agreement may be in the form of cash, cashier’s check or same day federal funds wire-transferred.

3. Due Diligence.

3.1. Property Access. Seller shall assist and cooperate with Buyer and Buyer’s representatives in obtaining access to the Property from time to time during reasonable hours for the purpose of making studies and inspections of the Property as reasonably requested by Buyer.

3.2. Delivery of Documents. Seller shall deliver or cause to be delivered to Buyer, at no cost or expense to Buyer, within ten (10) days after the date of this Agreement, the following documents and information:

3.2.1. Legal Description of the Land. No later than 30 days after the full execution and delivery of this Agreement, Seller shall provide Buyer the legal description for the Land, which shall be set forth in an Exhibit B addendum to this Agreement.

3.2.2. Title Commitment. The Title Commitment.

3.2.3. Survey. Any survey of the Property in Seller’s possession.

3.2.4. Engineering; Hazardous Materials. Copies of all engineering studies and reports (including, without limitation, soil, structural, seismological, environmental, and geological

tests and reports) in Seller's possession or within Seller's control. In addition, any data or documents in Seller's possession or within Seller's control relating to any underground tanks located on or near the Land or any potentially hazardous substances used, manufactured, transported, located or disposed of on the Property and a statement of the disposal practices followed with respect to such substances.

3.2.5. Inspection Reports. Inspection reports prepared by an engineer or other representative of any federal, state or local governmental entity or agency relating or referring to the Property in the possession of Seller or within Seller's control.

3.2.6. Other Information. Upon reasonable request by Buyer, such other information and legible copies of any additional documents, instruments or agreements in Seller's possession or within Seller's control that are related to the economic or physical condition of the Property. Seller shall also provide Buyer documents and information related to the plans for the Development, restrictions or requirements on the uses, and building and landscape design for the Property (including but not limited to applicable CC&Rs), any obligation which may result in prorations pursuant to Section 7.6, and any updates to the foregoing, on an ongoing basis, and as reasonably requested by Buyer, until Closing.

3.3. Disclaimer of Warranties. With respect to all Documents and other information and materials delivered by or on behalf of Seller to Buyer, to the extent such Documents and other information and materials have been prepared by third parties, Seller makes no representation or warranty to Buyer concerning the accuracy or completeness of such Documents, information or materials.

3.4. Return of Documents. If this Agreement is terminated, Buyer shall promptly return to Seller all of the Documents, unless directed not to do so by Seller.

#### 4. Buyer's Conditions to Closing.

4.1. Buyer's Conditions to Closing. Buyer's obligation to acquire the Property and consummate the Closing shall be conditioned on the satisfaction or Buyer's waiver of Buyer's Conditions, described as follows:

4.1.1. Certain Approvals. On or before the expiration of the Due Diligence Period, Buyer shall have approved and accepted the condition of the Property and the Documents. If Buyer fails, at or prior to the expiration of the Due Diligence Period, to disapprove the condition of the Property or the Documents, such matters shall be deemed to be approved by Buyer. If Buyer timely gives Seller written notice of disapproval of the condition of the Property or the Documents or any item revealed by the Documents, Seller shall have a period of five (5) days in which to cure the disapproved matter(s). If Seller is unable or unwilling to cure such matter(s) within such five (5) day period, Buyer may, by written notice to Seller within ten (10) days after the earlier of (a) the expiration of such five (5) day period, or (b) written notice from Seller to Buyer that Seller is unable or unwilling to cure such matter(s), either (y) terminate this Agreement and receive a return of the Earnest Money, in which event this Agreement shall terminate and neither Seller nor Buyer shall have any further obligation to each other, or (z) waive such matter(s) and proceed to the Closing. The failure of Buyer to timely terminate this Agreement pursuant to Paragraph 4.1.1(y) shall be

deemed to be a waiver of such matter(s) by Buyer and an irrevocable election by Buyer to proceed to the Closing, in which event such matter(s) shall be deemed to be approved. (Notwithstanding any other provision of this Agreement to the contrary, the Permitted Title Exceptions shall not include, and Seller shall convey and warrant the Property to Buyer free and clear of, any lien or encumbrance on the Property that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due and payable on the Closing Date.) If the Due Diligence Period would otherwise expire, the Due Diligence Period shall be extended during the time periods set forth in this Paragraph 4.1.1.

4.1.2. Pre-Closing Covenants. Seller shall have complied with all of its pre-closing covenants set forth in Paragraph 6.

4.1.3. Seller's Items. Seller shall have delivered to Buyer or the Title Company (as applicable) all of the items to be delivered by Seller, as described in Paragraph 7.2.

4.1.4. Representations and Warranties. Seller's representations and warranties, set forth in Paragraph 8, shall be true and accurate in all material respects as of the date of this Agreement (except with respect to representations and warranties that are expressly stated to be true as of a different date) and as of the Closing Date.

4.1.5. Building-Ready Condition. The Property shall have been improved by Seller, at Seller's cost, to Building-Ready Condition. Seller will provide Buyer notice when it begins the improvements for the Building-Ready Condition. If Seller has not completed the Building-Ready Condition improvements within 18 months of providing notice pursuant to the preceding sentence, Buyer will have the option to terminate this Agreement and receive the return of its Earnest Money.

4.1.6. Buyer Financing Contingency. Buyer and Seller expressly acknowledge and agree that Buyer's obligations to pay the Purchase Price and otherwise consummate the Closing are fully conditioned upon: (a) Buyer's ability to obtain an unconditional binding written commitment for financing to purchase the Property during the Due Diligence Period, whether by way of debt financing, equity investment, or otherwise, on terms acceptable to Buyer in its sole discretion; and (b) the funding of such financing on or before the Closing (collectively, the "Loan Financing"). If Buyer does not receive the Loan Financing on or before the Closing, then Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the Closing. If Buyer elects to terminate this Agreement as provided in this Section 4.1.6 during the Due Diligence Period, the Title Company shall return the Earnest Money to Buyer, and upon such refund being made this Agreement shall terminate. If Buyer elects to terminate this Agreement as provided in this Section 4.1.6 after the expiration of the Due Diligence Period, the Title Company shall release the Earnest Money to Seller, and upon such release of funds being made this Agreement shall terminate. If Buyer fails to give notice as provided in this Section 4.1.6, Buyer shall be deemed to have elected to proceed to Closing pursuant to the terms of this Agreement.

4.1.7. Buyer Development and Property Plan Notice. Any material changes to the Property (including any portions thereof not being purchased by Buyer), the Documents, or the Development as depicted in Exhibit C, for a period of five (5) years after the Due Diligence Period, will be notified to Buyer in writing.

4.2. Failure of Buyer's Conditions. If any of Buyer's Conditions are not satisfied, deemed satisfied or waived by Buyer prior to the expiration of the applicable period for satisfaction or waiver, Buyer may, on written notice to Seller, (a) terminate all of Buyer's obligations under this Agreement, and receive a return in full of the Earnest Money, or (b) on a failure of any of Buyer's Conditions set forth in Paragraphs 4.1.2, 4.1.3, 4.1.4, or 4.1.5, require from Seller specific performance by Seller of this Agreement and all of Seller's obligations under this Agreement and reimbursement in full for all costs and expenses (including attorneys' fees and costs) incurred by Buyer by reason of Seller's default under this Agreement and any diminution in the value of the Property as a result of such default.

4.3. Due Diligence Termination. In addition to the rights of Buyer set forth in Paragraph 4.2, on or before the expiration of the Due Diligence Period, Buyer may give Seller and the Title Company written notice that Buyer desires to terminate this Agreement, which Buyer may do in its sole and absolute discretion. If Buyer timely gives such written notice, this Agreement shall terminate, neither Seller nor Buyer shall have any further obligation to each other and Buyer shall receive a return of the Earnest Money.

## 5. Seller's Conditions to Closing.

5.1. Seller's Conditions to Closing. Seller's obligation to sell the Property and consummate the Closing shall be conditioned on the satisfaction or Seller's waiver of Seller's Conditions, described as follows:

5.1.1. Pre-Closing Covenants. Buyer shall have complied with all of the pre-closing covenants set forth in Paragraph 6.

5.1.2. Buyer's Items. At or prior to the Closing, Buyer shall have delivered to Seller or the Title Company (as applicable) all of the items to be delivered by Buyer, as described in Paragraph 7.3.

5.1.3. Representations and Warranties. Buyer's representations and warranties, set forth in Paragraph 9, shall be true and accurate in all respects as of the date of this Agreement and as of the Closing Date.

5.2. Failure of Seller's Conditions. If any of Seller's Conditions are not satisfied or waived by Seller on or prior to the Closing Date, Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and retain the Earnest Money as liquidated and agreed-upon damages under this Agreement.

## 6. Pre-Closing Covenants.

6.1. New Contracts. From the date of this Agreement until the Closing, Seller shall not enter into any contract relating to or affecting the Property, including the Property uses or building or landscaping designs, that will continue in effect and be binding upon the Property or Buyer after the Closing (the "***Continuing Contracts***"), or amend, modify or terminate any Continuing Contract, unless Seller has obtained Buyer's written consent to do so, which consent shall not be unreasonably withheld, conditioned, or delayed. Seller shall submit to Buyer a copy of any Continuing Contract that Seller proposes to enter into after the date of this Agreement, and Buyer shall approve of the

same within ten (10) business days after receipt of the same. If Buyer fails to notify Seller in writing of Buyer's approval of the same within such ten (10)-business-day period, such contract shall be deemed approved for purposes of this Agreement. Notwithstanding any of the provisions herein, Seller is permitted to enter into agreements with Clearfield City relating to Development and may record CC&R's for Development.

6.2.Cooperation. Seller and Buyer shall cooperate in good faith with each other with respect to the matters set forth in this Agreement, provided that this sentence shall not limit any right or discretion of a party contained herein.

6.3.Operation and Management. From the date of this Agreement until the Closing, Seller shall manage the Property in the normal and ordinary course in a prudent and businesslike fashion, shall use commercially reasonable efforts to improve the Property as contemplated in Paragraph 4.1.5, and shall not permit any waste or nuisance on the Property. Seller shall not deviate from Seller's ordinary and customary management of the Property and shall promptly provide Buyer with written notice of any damage or adverse change in condition to the Property, which notice shall indicate the extent of the damage or change in condition and the anticipated cost and time necessary to make such repairs. Nothing contained in this Agreement shall prevent Seller from acting to prevent loss of life, personal injury or damage to the Property in emergency situations, or prevent Seller from performing any act with respect to the Property which may be required by any applicable law, ordinance, rule or regulation.

6.4.Performance of Obligations. From the date of this Agreement until the Closing, Seller shall timely pay all taxes, assessments and any utility charges affecting the Property, if any.

6.5.Parking and Exclusivity Agreement. Within sixty days of execution of this Agreement, Seller shall draft and shall deliver to Buyer an agreement (the "***Parking and Exclusivity Agreement***"), pursuant to which (a) Seller shall grant to Buyer, for the benefit of the Property, certain parking rights and responsibilities upon certain parcels of real property adjacent to the Property, and (b) so long as Buyer or its successors in interest to the Property continue to operate the Property as a climbing or exercise gym, Seller shall agree that with respect to the real property within the Development, other than the Property, such real property shall include recorded, negative covenants that run with the land prohibiting all such real property for use as a climbing gym or exercise facility so long as Buyer fulfills the conditions of this Section 6.5(b); notwithstanding the preceding negative covenants, such negative covenants shall not prohibit the use of apartment clubhouses, apartment fitness facilities, or office fitness facilities on the real property within the Development that are for use only by the respective buildings' tenants and not otherwise open to the public. Buyer shall promptly review and provide to Seller any comments Buyer has to the draft of the Parking and Exclusivity Agreement. Upon receiving such comments, Buyer and Seller shall cooperate in good faith to resolve any outstanding issues under the proposed Parking and Exclusivity Agreement until the Parking and Exclusivity Agreement is in a form acceptable to Buyer and Seller. If the Parking and Exclusivity Agreement is not in a form acceptable prior to the expiration of the Due Diligence Period, (x) Buyer may terminate this Agreement pursuant to Paragraph 4.3, in which case the Earnest Money shall be refunded to Buyer, or (y) if Buyer fails to terminate this Agreement prior to the expiration of the Due Diligence Period, the parties shall proceed hereunder without a Parking and Exclusivity Agreement being executed by the parties at the Closing (notwithstanding anything to the contrary in Paragraphs 7.2 and 7.3), and this Paragraph 6.5 shall thereafter have no force or effect.

6.6.Change in Representations and Warranties.

6.6.1. Seller's Representations and Warranties. From the date of this Agreement until the Closing, if Seller learns of any fact or circumstance which causes, or has a reasonable likelihood of causing, a representation or warranty made by Seller under this Agreement to be untrue or misleading, or which may cause an adverse change with respect to the Property, Seller shall notify Buyer within five (5) days after Seller learns of such fact or circumstance.

6.6.2. Buyer's Representations and Warranties. From the date of this Agreement until the Closing, if Buyer learns of any fact or circumstance which causes, or has a reasonable likelihood of causing, a representation or warranty made by Buyer under this Agreement to be untrue or misleading, Buyer shall notify Seller within five (5) days after Buyer learns of such fact or circumstance.

7. Closing.

7.1.Date of Closing. The Closing shall be within forty-five (45) days after the Property has been improved to the point of Building-Ready Condition and no sooner than the expiration of the Due Diligence Period. The specific Closing Date shall be selected by the parties by mutual agreement . The Closing shall be held at the offices of the Title Company. If such date falls on a holiday or other day on which the Title Company is not open for business, the Closing shall be held on the next business day. At 10:00 a.m. on the first business day prior to the Closing Date, at the offices of Seller's counsel, or at such other time, date and place as Seller and Buyer may agree, a pre-closing meeting between Seller and Buyer and their respective representatives shall be held for the purposes of reviewing documents and satisfying Seller and Buyer that the deliveries required pursuant to Paragraphs 7.2 and 7.3 will be made at the Closing.

7.2.Items to be Delivered by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

7.2.1. Deed. The Deed, duly executed and acknowledged by Seller.

7.2.2. Parking and Exclusivity Agreement. The Parking and Exclusivity Agreement, duly executed by Seller.

7.2.3. Non-Foreign Affidavit. An affidavit in form and substance reasonably satisfactory to Seller and Buyer, dated as of the Closing Date and establishing that Seller is not a "foreign person" within the meaning of Section 1445 of the Code, duly executed and acknowledged by Seller.

7.2.4. Title Policy. The Title Policy; provided, however, that such obligation shall be fully satisfied if the Title Company is unconditionally committed at the Closing to issue the Title Policy within a reasonable time after the Closing.

7.2.5. Other Materials. If reasonably requested by Buyer, such additional documents as may reasonably be required to consummate the transaction described in this Agreement.

7.3.Items to be Delivered by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

7.3.1. Purchase Price. The Purchase Price due from Buyer hereunder, after taking into account all credits to which Buyer is entitled pursuant to this Agreement.

7.3.2. Prorations. The amount due Seller, if any, in addition to the Purchase Price, after the prorations are computed in accordance with Paragraph 7.6.

7.3.3. Parking and Exclusivity Agreement. The Parking and Exclusivity Agreement, duly executed by Buyer.

7.3.4. Other Materials. If reasonably requested by Seller, such additional documents as may reasonably be required to consummate the transaction described in this Agreement.

7.4.Additional Items. Seller and Buyer shall deliver to the Title Company such further documents and instruments as may be reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement.

7.5.Instructions to Title Company. At the Closing, Seller and Buyer shall instruct the Title Company to record the Deed in favor of Buyer, and to record all other documents, including, without limitation, restrictive covenants related to Section 6.5(b), deeds of reconveyance and releases of liens, necessary for title to the Property to be conveyed to Buyer free and clear of all liens, encumbrances and other matters, except for the Permitted Title Exceptions, on satisfaction of all of the conditions of, and requirements for, the Closing set forth in this Agreement. In connection with the Closing, Seller and Buyer shall provide to the Title Company or other closing agent any information and materials reasonably necessary to enable such closing agent to comply with the real estate transaction reporting requirements of Section 6045 of the Code.

7.6.Prorations. Seller and Buyer shall prorate, adjust, charge or credit the following items between Seller and Buyer as of 12:01 a.m. on the Closing Date, with the effect that Seller shall bear the costs and expenses and receive revenues for periods prior to the Closing Date, and Buyer shall bear the costs and expenses and receive revenues for periods on and after the Closing Date:

7.6.1. Taxes. Ad valorem and any other general or special taxes on or allocable to the Property that are due and payable in the calendar year in which the Closing Date falls shall be prorated as of the Closing Date. The parties understand that Seller is a tax-exempt governmental entity, and therefore is not required to pay taxes. Any general or special assessments that are a lien against or allocable to the Property shall be paid in full by Seller on or prior to the Closing Date.

7.6.2. Other Amounts. All other income, accounts payable and ordinary operating expenses of the Property, including, without limitation, utility and other deposits, utility, maintenance and service charges, and amounts due under any landscaping, maintenance or other service contracts relating to the Property, shall be prorated and appropriate and customary adjustments and credits shall be made between Seller and Buyer as of the Closing Date.

7.7. Proration Guidelines. Prorations and adjustments called for in Paragraph 7.6 shall be made on the basis of thirty (30) day months and the number of days actually elapsed in any partial month. Not less than three (3) business days prior to the Closing Date, Seller shall deliver or cause to be delivered to Buyer a tentative proration schedule setting forth the preliminary determination of the foregoing prorations, accompanied by detail which will enable Buyer to confirm such preliminary proration schedule.

7.8. Items Not Prorated. No proration shall be made for insurance premiums, unless the insurance policies are assumed by Buyer, for management fees or for salaries, benefits, bonuses, payroll taxes or other costs of Seller's employees. Unless otherwise agreed by Buyer in writing, Seller shall terminate and pay for all insurance, management, leasing and other such services relating to the Property as of the Closing.

7.9. Reprorations. If taxes or any other items are prorated as of the Closing on any basis other than actual amounts charged for the current period, or if a reassessment of taxes occurs which relates to the calendar period in which the Closing Date occurs, such items shall be reprorated on receipt of such actual amounts or on such reassessment and the party owing funds to the other shall promptly remit such funds to the other. If the party owing such funds to the other fails to remit such funds within thirty (30) days after demand, such funds shall bear interest, commencing on the date such demand is made, at the rate of ten percent (10%) per annum. The foregoing provisions of this Paragraph 7.9 shall survive the Closing.

7.10. Closing Costs. Seller shall pay for the Title Policy, Buyer shall pay the incremental cost for any upgrades or endorsements to the Title Policy requested by Buyer, Seller and Buyer shall evenly divide all escrow costs, and all recording costs shall be customarily allocated.

7.11. Possession; Risk of Loss. Possession of the Property shall be transferred by Seller to Buyer on the Closing Date. Until the Closing is consummated, the risk of loss to the Property shall be borne solely by Seller.

## 8. Seller's Representations and Warranties.

8.1. Representations and Warranties. Seller makes the following representations, warranties, covenants and guaranties for the benefit of Buyer and Buyer's members and managers and their respective successors and assigns:

8.1.1. Documents. To Seller's knowledge, the Documents are complete, accurate and genuine. The information set forth in the Documents is fairly presented in a manner that is not misleading.

8.1.2. Consents. All necessary approvals, authorizations and consents have been obtained in connection with the execution by Seller of this Agreement and all other documents to be delivered at the Closing, and with the performance by Seller of Seller's obligations under this Agreement. Buyer understands that this Agreement is subject to approval by the UTA Board of Trustees. The execution of this Agreement by Seller, the performance by Seller of Seller's obligations under this Agreement and the sale, transfer, conveyance and assignments contemplated by this Agreement do not require the consent of any third party.

8.1.3. No Leases or Other Rights. As of the Closing, no lease, sublease, tenancy or occupancy agreement pertaining to or affecting the use or occupancy of the Property will be in effect.

8.1.4. Hazardous Wastes. To Seller's knowledge, no hazardous substances, hazardous wastes, pollutants or contaminants are or have at any time been used, deposited, stored, disposed of, placed or otherwise located in or on, or released from, the Property or any facility operated on the Property, in violation of any environmental law. Seller has received no notice, and is not aware that any notice to any other person has been given, of any violation or claimed violation of any law, ordinance, rule or regulation relating to hazardous substances, hazardous wastes, pollutants or contaminants, and, to Seller's knowledge, neither Seller nor the Property is in violation of any such law, ordinance, rule or regulation.

8.1.5. Authority. Seller is a political subdivision of the State of Utah, validly existing and in good standing under the laws of the State of Utah, and that Seller's Board of Trustees has been duly and validly authorized to enter into this Agreement and to sell and convey the Property to Buyer pursuant to the provisions of this Agreement. The person or persons executing and delivering this Agreement on behalf of Seller have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement.

8.1.6. Title. Seller is the sole owner of the Property. At the Closing, Seller will convey to Buyer all of Seller's right, title and interest in and to the Property. On consummation of the Closing, Buyer will have received good, marketable, indefeasible and insurable title to the Property.

8.1.7. Taxes. No delinquent tax, assessment or bond of any nature affecting the Property exists, except as disclosed in the Title Commitment. All real and personal property taxes and assessments which are a lien on the Property will have been paid in full, except the taxes for the year in which the Closing occurs to the extent not yet due and payable, such taxes to be prorated as of the Closing Date.

8.1.8. Liens. Amounts due for all work done and materials furnished to the Property that would give rise to a mechanic's, materialman's or laborer's lien, have been paid in full, all necessary waivers of rights to a mechanic's, materialman's or laborer's lien have been obtained and no basis exists for the filing of any such lien against the Property.

8.1.9. Public Access. Upon the Closing, the Property will have free and adequate access to and from public highways and roads, and no fact or condition will, as of the Closing, exist that could result in the termination of such access, subject to the Right of Entry approval's limitations, indemnifications and insurance requirements.

8.1.10. Litigation. Seller is not a party to any pending suit or proceeding by or before any tribunal (whether judicial, administrative or otherwise) which could have an adverse effect on the use or operation of the Property, Seller's performance of Seller's obligations under this Agreement or the transactions contemplated under this Agreement (any of the foregoing, an "Adverse Effect"), nor to Seller's knowledge are any claims or actions threatened which may become the subject of litigation which might have an Adverse Effect. No action, suit or proceeding

is pending, contemplated or threatened by Seller which may have any Adverse Effect (including, without limitation, tax reduction proceedings). On and after the date of this Agreement, Seller shall not commence or allow to be commenced on Seller's behalf any action, suit or proceeding that may have an Adverse Effect without the prior written consent of Buyer.

8.1.11. Various Defaults. Neither the provisions of this Agreement nor of any document executed in connection with the Closing conflict with or will result in the breach of any of the provisions of, or constitute a default under, any of agreement or document, indenture, instrument or undertaking to which Seller is a party or by which Seller is bound, including, without limitation, all items potentially affecting transferability of the Property or an interest in the Property, including such items as due on sale clauses, rights of first refusal, transfer restrictions and all similar items. No option agreement, right of first refusal or other similar agreement relating to the Property exists. Seller has not committed or obligated itself to sell the Property to any person other than Buyer.

8.1.12. No Condemnation or Other Proceedings. No pending condemnation, environmental, zoning or other land use regulation proceeding relating to or affecting the Property exists, and Seller has no knowledge that any such action is presently threatened or contemplated.

8.2. Nature of Representations and Warranties. Seller covenants that the representations, warranties, covenants and guaranties set forth in Paragraph 8.1 are true as of the date of this Agreement (except with respect to representations and warranties that are expressly stated to be true as of a different date) and shall be true as of the Closing Date.

## 9. Buyer's Representations and Warranties.

9.1. Representations and Warranties. Buyer makes the following representations, warranties, covenants and guaranties for the benefit of Seller and Seller's members and managers and their respective successors and assigns:

9.1.1. Consents. All necessary third party approvals, authorizations and consents have been or will be obtained by the Closing in connection with the execution by Buyer of this Agreement and all other documents to be delivered at the Closing, and with the performance by Buyer of Buyer's obligations under this Agreement. The execution of this Agreement by Buyer and the performance by Buyer of Buyer's obligations under this Agreement does not require the consent of any third party.

9.1.2. Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah, and has been duly and validly authorized to enter into this Agreement and to purchase the Property from Seller pursuant to the provisions of this Agreement. The person or persons executing and delivering this Agreement on behalf of Buyer have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement. All requisite limited liability company action has been taken to make this Agreement and all documents to be delivered by Buyer at the Closing valid and binding on Buyer.

9.1.3. Litigation. Buyer is not a party to any pending suit or proceeding by or before any tribunal (whether judicial, administrative or otherwise) which could have an adverse effect on

Buyer's performance of Buyer's obligations under this Agreement or the transactions contemplated under this Agreement, nor to the best of Buyer's knowledge are any claims or actions threatened which may become the subject of litigation which might have a similar adverse effect.

9.1.4. Judgment. No adverse or unpaid judgment is outstanding against Buyer that might affect the ability of Buyer to perform Buyer's obligations under this Agreement.

9.1.5. No Violation of Law by Buyer. Buyer is not in violation of, and the execution by Buyer of this Agreement and the performance by Buyer of Buyer's obligations under this Agreement will not violate, any judicial order or governmental law, ordinance, rule or regulation in any respect which could have an adverse effect on the validity, performance or enforceability of this Agreement or any document referred to in or contemplated by this Agreement.

9.1.6. Various Defaults. Neither the provisions of this Agreement nor of any document executed in connection with the Closing conflict with or will result in the breach of any of the provisions of, or constitute a default under, Buyer's certificate of organization or operating agreement or any agreement, indenture, instrument or undertaking to which Buyer is a party or by which Buyer is bound.

9.2. Nature of Representations and Warranties. Buyer covenants that the representations, warranties, covenants and guaranties set forth in Paragraph 9.1 are true as of the date of this Agreement and shall be true as of the Closing Date.

## 10. Facility Construction, Completion, Design Review, and Rights of Re-Purchase.

10.1.1. Construction Precedents. Subject to the Property being in Building-Ready Condition, Buyer shall begin construction of the Facility within nine months of receiving written notice from Seller of both: (i) the start of vertical construction of the buildings planned for building Lot 10 (MUR A) and Lot 7, 6, and 5 (Office B) as depicted in Exhibit A, and (ii) the completion of the parking improvements for the Property to which Buyer has rights under the Parking and Exclusivity Agreement (together "**Construction Precedents**"). Buyer shall make commercially reasonable efforts to complete construction (evidenced by application for certificate of occupancy) of the Facility on the Property within two years after the Construction Precedents.

### 10.1.2. Seller's Rights to Re-Purchase the Property.

- (a) If within nine (9) months from the Construction Precedents Buyer does not begin construction of the Facility, Seller shall have the right to purchase the Property from Buyer at the Purchase Price.
- (b) If Buyer lists the Property for sale prior to making any improvements on the Property, then Seller shall have the right of first refusal upon a proposed sale of the Property by Buyer to purchase the Property from Buyer at the Purchase Price.
- (c) If the Facility is not substantially complete within 2 years and 9 months of the Construction Precedents or Buyer lists the Property for sale after making improvements on the Property, then Seller shall have the right to purchase the Property at the appraised value, as determined through the following process.

Buyer shall obtain and pay for an appraisal of the Property. If Seller does not agree with the appraised value received by Buyer, Seller shall obtain and pay for an appraisal, at which time the two appraisals will be averaged. If the parties do not agree to the purchase price being the average of the two appraisals, then the two appraisers shall select a third appraiser to value the Property, which third appraisal shall be final and binding on the parties. For purpose of this Section 10.1.2(c), “substantially complete” means 85% percent complete, as determined by invoice or other construction progress schedule used by the general contractor for the Facility.

10.1.3. Transit Supportive Uses. Property shall be used only for Transit Supportive Uses. A material condition of Seller’s decision to sell Property to Buyer is that Buyer shall construct the Facility on the Property, which Seller acknowledges is a Transit Supportive Use. The parties agree that the Deed shall contain language limiting uses of the Property to Transit Supportive Uses and that the proposed Facility to be constructed by Buyer is a permitted Transit Supportive Use.

10.1.4. Plans and Specifications.

- (a) Buyer and Seller acknowledge and agree that their intent and agreement is that the height, architectural features, and other design elements of the Facility shall be consistent with Buyer’s other buildings, taking into consideration the other buildings and design elements of the Development. Accordingly, no improvements of any kind on the Property shall be made, including without limitation any alterations to the exterior of the Facility, shall be erected, altered, refinished or repainted (unless of the same finish or color as the original), or removed from the Property, nor shall any excavating, clearing, removal of trees or shrubs, landscaping or other alteration of existing site conditions be done on the Property after the Closing, unless the complete plans and specifications therefor (the “*Plans and Specifications*”) are approved by Seller prior to the commencement of such work.
- (b) Two copies of the complete Plans and Specifications must be submitted to Seller for approval or disapproval by it in writing within fourteen (14) days after submission to the UTA Design Review Committee. In the event Seller fails to take any action within such specified periods, it shall be deemed to have rejected the material submitted.

10.1.5. Construction. Once begun, any construction, landscaping, or alterations approved by Seller shall be diligently prosecuted to completion, and all such construction work shall be consistent with the approved Plans and Specifications. Seller shall have the authority and right at any time and from time to time at any reasonable hour to inspect construction or other activities authorized for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by Seller, but it shall have no duty to make such inspections.

10.1.6. Additional Approvals. All of Buyer's improvements to the Property must also comply with all applicable zoning ordinances, building codes, and other applicable laws, ordinances, rules, and regulations. All approvals required from Clearfield City, UTA, or any other governmental or quasi-governmental authority having jurisdiction over the Property or the Facility shall be obtained by Buyer at Buyer's expense.

10.1.7. Intentionally Omitted.

10.1.8. Survival. Buyer's obligations under this Paragraph 10 shall survive the Closing. In order to place third parties on notice of Seller's design approval rights hereunder, as well as the restriction that Property be used for Transit Supportive Uses, the Deed shall contain provisions substantially similar to this Paragraph 10.

## 11. General Provisions.

11.1. Brokers. Seller represents and warrants to Buyer that Seller has not retained a broker or real estate agent in connection with the transaction contemplated by this Agreement. Buyer represents and warrants to Seller that Buyer has not retained a broker or real estate agent in connection with the transaction contemplated by this Agreement. Seller shall indemnify, defend and hold harmless Buyer against any claim for a brokerage commission or similar fee in connection with the transaction contemplated by this Agreement based on an actual or alleged agreement made by Seller. Buyer shall indemnify, defend and hold harmless Seller against any claim for a brokerage commission or similar fee in connection with the transaction contemplated by this Agreement based on an actual or alleged agreement made by Buyer.

11.2. Attorneys' Fees. If either Seller or Buyer brings suit to enforce or interpret this Agreement or any document, instrument or agreement delivered pursuant to this Agreement, for damages because of the breach of a representation, warranty or covenant contained in this Agreement or in any document, instrument or agreement (subject to conflicting attorneys' fees provisions in any such agreement, which shall govern breaches of representations, warranties, and covenants contained therein) delivered pursuant to this Agreement, or with respect to any other issue related to this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled. As used in the preceding sentence, "**prevailing party**" shall include, without limitation, a party who retains legal counsel or brings an action against the other party and subsequently obtains all or part of the relief sought, whether by compromise, settlement or judgment. The provisions of this Paragraph 11.2 shall survive the Closing.

11.3. Notices. Any notice or demand to be given by or on behalf of Seller or by or on behalf of Buyer to the other shall be given in writing by personal service, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such party as follows:

If to Seller:

Utah Transit Authority  
Attn: Property Management  
669 West 200 South  
Salt Lake City, Utah 84101

STACK Real Estate  
2801 North Thanksgiving Way Suite 100  
Lehi, UT 84043

Hamilton Partners  
222 South Main Street Suite 1760  
Salt Lake City, UT 84010

If to Buyer:

Rocky Fields LLC  
1470 South 400 West  
Salt Lake City, Utah 84115  
Attention: Dustin Buckthal

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

11.4. Time of Essence. Time is of the essence with respect to each provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement falls on a Saturday, Sunday or any public or legal holiday generally recognized by banks in Salt Lake City, Utah, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding day to exercise such privilege or to discharge such duty.

11.5. Effectiveness; Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by both Seller and Buyer. Any oral representation or modification concerning this Agreement shall be of no force or effect.

11.6. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, Seller and Buyer and their respective successors and assigns. Upon notice of such assignment to Seller, Buyer may assign its rights under this Agreement to an affiliated entity under the control of or under common control with Buyer, but to no other third party without Seller's prior written consent, which will not be unreasonably withheld. Buyer's assignment of its rights under this Agreement shall not relieve Buyer of any obligation hereunder.

11.7. Applicable Law; Jurisdiction; Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. Seller and Buyer subject themselves to the exclusive jurisdiction of the courts of the State of Utah and agree to commence and maintain any lawsuit related to this Agreement in such courts. Seller and Buyer further agree that such courts are a convenient forum. Unless otherwise provided, references in this Agreement to Paragraphs are to paragraphs in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against Seller or Buyer, as if both Seller and Buyer had prepared it. Except as otherwise provided in this Agreement, no remedy provided in this Agreement shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Agreement), and all remedies under this Agreement may be exercised concurrently, independently or successively from time to time. The failure on the part of Seller or Buyer to enforce promptly any right under this Agreement shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

11.8. Integration of Other Agreements. This Agreement constitutes the entire agreement of Seller and Buyer and supersedes all previous contracts, correspondence and documentation relating to the subject matter of this Agreement.

11.9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in “portable document format” form shall have the same effect as physical delivery of the paper document bearing the original signature.

11.10. Further Actions. Seller and Buyer shall execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement. From time to time following the Closing Seller shall, on Buyer’s request, furnish Buyer with access to and with copies of all books, records, documents and information which Buyer may reasonably request that are within the possession of, under the control of, available to or obtainable by, Seller, and that relate to the Property.

11.11. Titles and Headings. Titles and headings of Paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

11.12. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may require.

11.13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid, unenforceable, or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity, unenforceability or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.14. No Merger. Neither the occurrence of the Closing nor the execution or delivery of the various documents (including, without, limitation, the Deed) that are contemplated by this Agreement to be executed and delivered prior to, in connection with or after the Closing shall result in the termination or extinguishment of this Agreement or the merger of this Agreement into such documents. Each provision of this Agreement shall survive all of such matters.

11.15. Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

*[Remainder of page intentionally left blank.]*

SELLER AND BUYER have executed this Agreement to be effective as of the date first set forth above.

**SELLER:**

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Mary DeLoretto  
Interim Executive Director

\_\_\_\_\_  
Paul Drake  
Director of Real Estate and TOD

**BUYER:**

ROCKY FIELDS LLC

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Timothy G. Merrill  
Assistant Attorney General

**EXHIBIT A**

**PLAT MAP SHOWING  
LOCATION AND CONFIGURATION OF LAND**

FRONT RUNNER BUS LOOP.

EAST QUARTER SECTION 12 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, 3" BRASS CAP FOUND

**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO PARCELS 12-066-0138, 12-067-0139 12-882-005, 12-882-006 AND 12-882-007 AND PUBLIC ROADS. THE BASIS OF BEARING IS S00°26' SOUTH EAST CORNER OF SECTION 12 SALT LAKE BASE AND MERIDIAN, A

LEMONADE STAND INVESTMENTS LLC 092450003

**SR-126 STATE STREET**

WENDYS PROPERTIES LLC 092450002

CHELEMES

S00°26'16"E 2636.71'  
1318.68' TO P.O.B. TIE LINE

S18°04'07"E 43.43'

S0°26'16"W 753.78'

**0 EAST**

S36°01'00"E 102.32'

S36°34'35"E 614.60'

S04.57'

UTAH TRANSIT AUTHORITY (BOILER DRIVE) 128820007

UTAH TRANSIT AUTHORITY 128820005

CLEARFIELD STATION APARTMENTS LLC 128820008

CLEARFIELD STATION APARTMENTS 128820002

**LOT 11**  
(1.905 ACRES)

**WHISTLE DRIVE**

**GRAND DRIVE**

CLEARFIELD STATION APARTMENTS 128820003

**LOT 12**  
(3.006 ACRES)

**LOT 10**  
(6.102 ACRES)

UTAH TRANSIT AUTHORITY 128820001

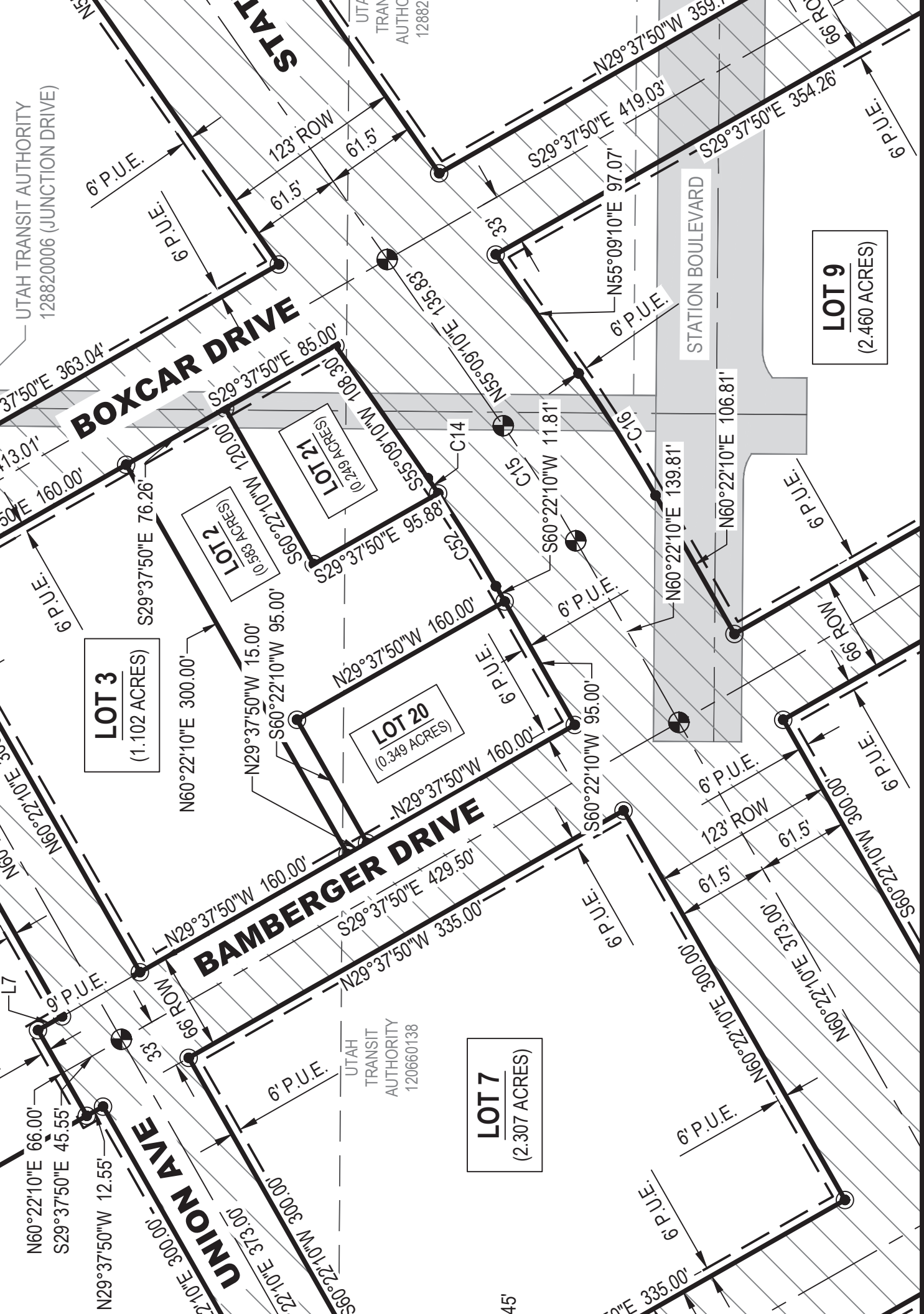
STATION BOULEVARD

**BOXCAR DRIVE**

**LOT 9**  
(.460 ACRES)

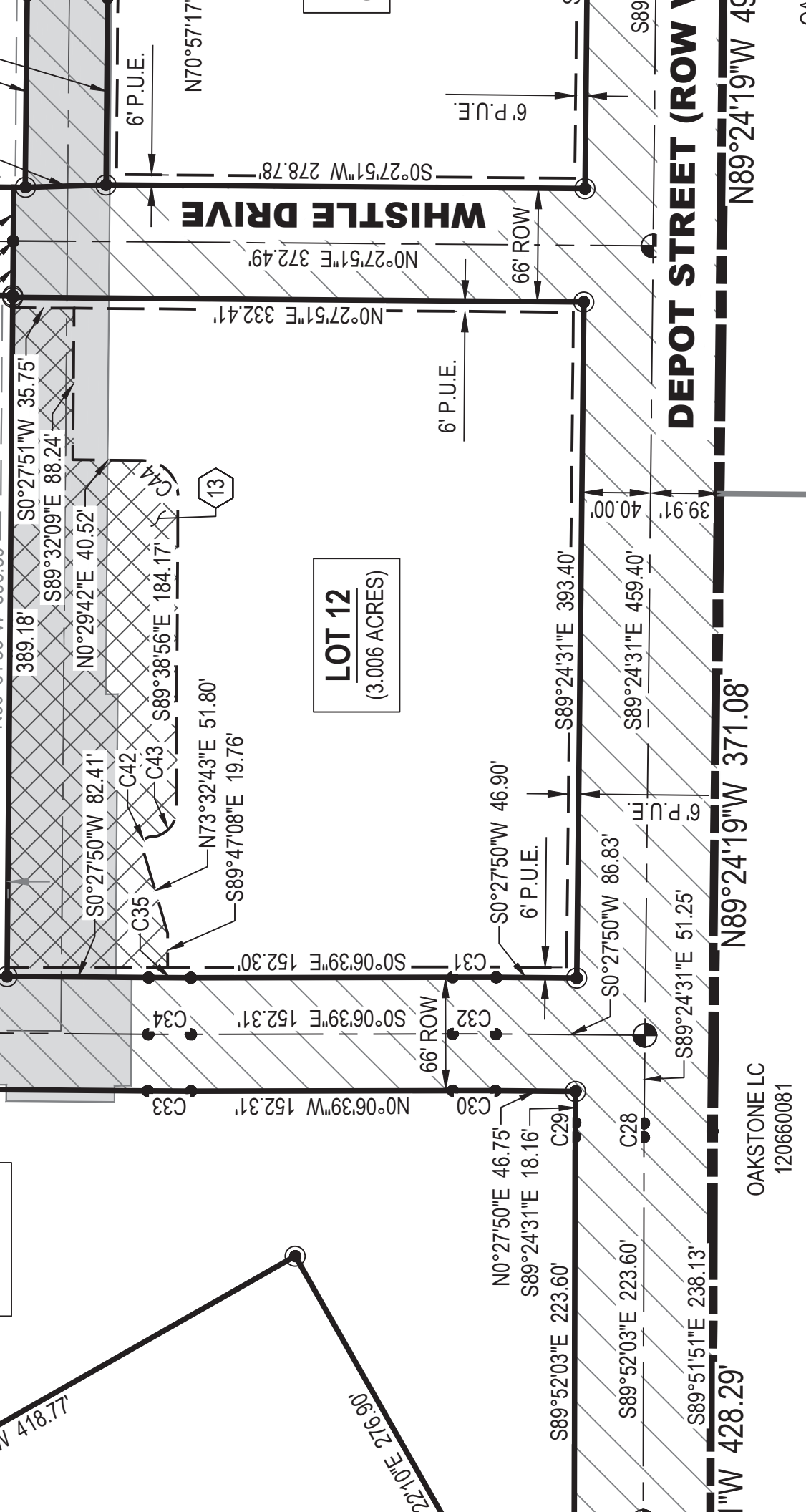
**LOT 13**  
(3.045 ACRES)  
PUBLIC PARK

**4**  
(ES)



**MATCHLINE SEE SHEET 3 OF 3**

**PROPERTY AND EASEMENT KEYED NOTES**



**LOT 12**  
(3.006 ACRES)

**E TABLE**

CHORD	ANGLE
S43° 01' 06"E 75.83'	019° 18' 46"
S61° 11' 34"E 69.92'	017° 02' 10"
S68° 12' 23"E 9.14'	003° 09' 23"
S49° 28' 45"E 108.65'	039° 41' 51"
S49° 28' 45"E 135.82'	039° 41' 51"
S49° 28' 45"E 162.98'	039° 41' 51"

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	CHORD	ANGLE
C28	8.01'	1000.00'	S89° 38' 17"E 8.01'	000° 27' 32"
C29	8.33'	1040.00'	S89° 38' 17"E 8.33'	000° 27' 32"
C30	24.76'	2467.04'	N00° 10' 35"E 24.76'	000° 34' 30"
C31	25.42'	2533.02'	S00° 10' 35"W 25.42'	000° 34' 30"
C32	25.09'	2500.02'	S00° 10' 35"W 25.09'	000° 34' 30"
C33	25.20'	2495.31'	N00° 11' 00"E 25.20'	000° 34' 43"

**LINE TABLE**

LINE #	LENGTH	DIRECTION
L1	10.00'	S37° 19' 31"W
L2	10.00'	N20° 40' 19"E
L3	14.33'	S23° 29' 24"W
L4	14.94'	N23° 29' 24"E
L5	7.10'	N00° 00' 00"E
L6	5.06'	N90° 00' 00"W

OAKSTONE LC  
120660081

DEPOT STREET (ROW)  
N89°24'19"W 428.29'  
N89°24'19"W 371.08'  
N89°24'19"W 493.00'

WHISTLE DRIVE

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE LAND**

To be determined at time of conveyance

**EXHIBIT C**

**ILLUSTRATIVE MASTER PLAN DEPICTING PROPOSED USES WITHIN THE  
DEVELOPMENT**



MUR A

6

GRAND DRIVE 1350 SOUTH  
(PRIVATE ROAD)

8

1

MUR D

14

Retail D

MUR C

14

6

3

11

Retail C

STATION  
BOULEVARD

Row House

STREET D

GYM

STREET E

Retail A

Retail B

OFFICE A



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director  
Kensley Kunkel, Manager Business Development & Sales

**TITLE:**

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**R2021-11-02 - Resolution Adopting Free Fares on the UVX Line through December 2023**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve Resolution R2021-11-02 adopting free fares on the UVX line through December 2023

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**BACKGROUND:**

Utah County and the Authority entered into an interlocal cooperation agreement #2018-695 (“the Agreement”) on October 9, 2018 governing the distribution of the Local Option Sales Tax known as the “Fourth Quarter Tax”. The Agreement provides for the County to pay the actual documented operating, maintenance, and depreciation costs incurred by the Authority with respect to the UVX bus rapid transit line.

The Authority typically subsidizes the operating and maintenance costs of service with the collection of fares. However, the additional funding obtained through the Fourth Quarter Tax distribution, a share of Authority pass revenues, and other grant revenues subsidize the operating, maintenance, and depreciation costs for the BRT line, therefore fares are not currently collected on the UVX bus rapid transit line.

By forgoing the collection of fares, the County and the Authority consider this to be a free fare service. In addition, the Board of Trustees is currently developing a new fare collection strategy and will consider the collection of fares on the UVX line as part of those deliberations. Upon completion of the fare strategy, the Board of Trustees will revisit the free fare issue on the UVX line.

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**DISCUSSION:**

The free fares for the UVX bus rapid transit line will be authorized until December 31, 2023, and any previous fare proposals adopted by the board of the Authority for the UVX line will be rescinded.

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**ALTERNATIVES:**

Do not approve the resolution and implement a fare collection system on the UVX Bus Rapid Transit line.

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**FISCAL IMPACT:**

Foregone revenue is estimated to be about \$54,000 per month and will be offset by revenue collected from the Fourth Quarter Tax for operating expenses.

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**ATTACHMENTS:**

R2021-11-02 - Resolution Adopting Free Fares on the UVX Line through December 2023

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY ADOPTING FREE FARES ON THE UVX LINE  
THROUGH DECEMBER 2023**

R2021-11-02

November 10, 2021

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

WHEREAS, the Act Empowers the Board of Trustees (“Board”) of the Authority to fix the fares charged to riders of the Authority’s transit services; and

WHEREAS, on July 7, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares (“the Policy”); and

WHEREAS, the Policy also empowered the Board of the Authority to set base fares and approve new or modified fare media for transit services; and

WHEREAS, Utah County (“the County”) imposed a local option sales and use tax pursuant to UTAH CODE §59-12-2219 known as the Fourth Quarter; and

WHEREAS, the County and the Authority entered into interlocal cooperation agreement #2018-695 (“the Agreement”) on October 9, 2018 governing the distribution of the Fourth Quarter; and

WHEREAS, the Agreement provides for the County to pay the actual documented operating and maintenance costs incurred by the Authority with respect to the UVX bus rapid transit line; and

WHEREAS, the County sought and received federal grant funding to augment the Fourth Quarter revenues to ensure the actual documented operating and maintenance costs are fully funded by the County; and

WHEREAS, the Authority typically subsidizes the operating and maintenance costs of service with the collection of fares; and

WHEREAS, by fully funding the actual documented operating and maintenance costs of the UVX bus rapid transit line, that portion of the operating and maintenance costs traditionally subsidized by the collection of fares is not currently collected; and

WHEREAS, by forgoing the collection of fares, the County and the Authority consider this to be a free fare service; and

WHEREAS, the Board of the Authority is currently developing a new fare collection strategy and does not want to implement fares on the UVX bus rapid transit line until that strategy is in place.

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

1. That free fares for the UVX bus rapid transit line are hereby authorized until December 31, 2023.
2. That any previous fare proposals for the UVX bus rapid transit line adopted by the Board of the Authority are hereby rescinded.
3. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 10th day of November 2021.

\_\_\_\_\_  
 Carlton Christensen, Chair  
 Board of Trustees

ATTEST:

\_\_\_\_\_  
 Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
 5E3257B1CF024B9...  
 Legal Counsel



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** G.J. LaBonty, Manager of Customer Experience

**TITLE:**

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**Contract: Bus Real Time Information (RTI) Construction Services (Skyline Electric Company)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute a contract and associated disbursements with Skyline Electric Company for RTI construction services in the amount of \$651,902

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**BACKGROUND:**

At Utah Transit Authority (UTA) the customer experience is a key factor in retaining and acquiring new riders. Relevant information about transit vehicle departure times helps UTA customers make important decisions about when and where they will use our services.

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**DISCUSSION:**

This contract is for the installation of electronic signage with real-time bus departure information at several of our high-volume bus stops. This pilot project will include areas where buses and trains have co-located stops (Intermodal Hubs) in order to inform customers either transferring from trains to buses or arriving by some other means to the bus stop, when the next bus on a particular route departs.

Unforeseen Site Condition: After the award, the contractor came on a site visit and learned that at two of the locations there was an embedded snow melt system in the concrete and the location of the pole foundations. We met on site and agreed upon a better solution for these two locations that would not require the contractor to have to sawcut the concrete. The new solution was to mount the signs to existing steel poles near the bus hubs. The redesign of the mounts at these two locations added an additional \$34,000 to the contractor's original quote. The statement of work was amended to reflect these two changes from the

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original statement of work. The contract contains both the original and the add-on statement of work for the differing site condition. The original contract amount was \$617, 558. The add-on work for the differing site condition was \$34,343.79 for a new total of \$651,901.79.

The price is deemed fair and reasonable because of the competitive nature of the procurement.

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**CONTRACT SUMMARY:**

Contractor Name:	Skyline Electric Company
Contract Number:	21-03456BM
Base Contract Effective Dates:	Effective date through October 31, 2022
Extended Contract Dates:	NA
Existing Contract Value:	\$651,901.79
Amendment Amount:	NA
New/Total Amount Contract Value:	\$651,901.79
Procurement Method:	RFP (Best Value)
Funding Sources:	CMAQ Grant and UTA funds

**ALTERNATIVES:**

Do not install the proposed Bus Real Time Information signs for the two sites.

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**FISCAL IMPACT:**

This project is funded by a CMAQ grant that requires a 7% Local Match - \$45,633 (UTA local funds) Local funds contained in department budget.

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**ATTACHMENTS:**

Contract

## CONSTRUCTION SERVICES AGREEMENT

Contract 21-03456BM

Bus Real Time Information (RTI) Construction Services

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 SKYLINE ELECTRIC COMPANY ("Contractor").

### RECITALS

- A. UTA desires to hire Contractor for Bus RTI Construction Services per the Specifications and Bid Schedule contained in the RFP.
- B. On July 19, 2021, UTA issued Request for Proposal Package Number 21-03456BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected 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.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit

constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

**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) 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.

#### **4. 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 October 31, 2022. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **5. COMPENSATION**

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 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 cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. 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.
- d. 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.

#### **6. 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);
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 hereto

## **7. 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. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

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

## **8. 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.

## **9. 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 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

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.

**14. 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.

**15. 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 arise out of the sole negligence of UTA or the Indemnitees.

**16. INSURANCE REQUIREMENTS**

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

additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Railroad Protective Liability Insurance (RRPLI)

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee’s Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Licensee and/or Licensee’s Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory

with respect to all other available sources.

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

All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto: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](mailto: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 by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

**17. 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.

**18. 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.

**19. 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.

## 20. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

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

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, 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 governing law provisions of this contract.

## 21. **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.

## 22. **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.

**23. 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.

**24. NOTICES OR DEMANDS**

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

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

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

~~If to Contractor:~~  
**Syline Electric Company**  
Attn: Cade Markle  
1848 West 2300 South  
West Valley City, UT 84119

Skyline

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

**25. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Brian Motes, 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-818.5) for 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**

pandemics, epidemics, 

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 provisions of this Contract.

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

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

**33. 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.

**34. AMENDMENTS**

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

**35. 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.

**36. 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:**

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

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

DocuSigned by:  
By Michael L. Bell  
UTA 70E33A415BA44F6...  
Name Michael L. Bell  
Date 10/20/2021

**SKYLINE ELECTRIC:**

By   
Name Todd Shaffer  
Title President  
Date 10/19/21

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

By \_\_\_\_\_

Project Manger

Name \_\_\_\_\_

Date \_\_\_\_\_

## Addendum 1- Supplemental Terms and Conditions for Construction

**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.

**“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 <sup>or change</sup> 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.~~

<sup>supply-chain disruptions</sup>  
~~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.~~  
pandemics, epidemics,

“**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 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.

### **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, 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.
- 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.**

- 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, 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. 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 so 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** **Site Conditions**

#### **3.1 Hazardous Materials.**

- 3.1.1 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.

- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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).

**3.2 Differing Site Conditions.**

- 3.2.1 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 of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 3.2.2 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 4**  
**Payment**

**4.1 Schedule of Values.**

- 4.1.1 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.

4.1.2 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.

#### **4.2 Application for Payment.**

4.2.1 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.

4.2.2 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.

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

#### **4.3 Sales Tax Exemption**

4.3.1 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.

#### **4.4 UTA's Payment Obligations.**

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

4.4.2 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.

4.4.3 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.

4.4.4 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.

#### 4.5 **Contractor's Payment Obligations.**

4.5.1 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.

4.5.2 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.

#### 4.6 **Substantial Completion.**

4.6.1 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 "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.

4.6.2 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.

- 4.6.3 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.
- 4.6.4 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.

#### 4.7 **Final Payment.**

- 4.7.1 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.
  - 4.7.1.1 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;
  - 4.7.1.2 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;
  - 4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and
  - 4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.
- 4.7.2 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 5** **Indemnification and Loss**

- 5.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 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.

5.1.2 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.

5.1.3 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

5.2 **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 furnished or incurred for or in connection with the Work. 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.

5.3 **Contractor's General Indemnification.**

5.3.1 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.

5.3.2 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.

5.4 **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 6

### Time

6.1 **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.

6.2 **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 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); or (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.

6.3 **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 7 Changes

### 7.1 **Change Orders.**

7.1.1 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.

7.1.2 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).

7.1.3 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.

7.2 **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.

### 7.3 **Constructive Changes.**

7.3.1 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.

7.3.2 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.

7.3.3 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.

7.3.4 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.

**7.4 Direction or Authorization to Proceed.**

7.4.1 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.

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

**7.5 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 RFI 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.

**7.6 Contract Price Adjustments.**

7.6.1 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:

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

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

7.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 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.

7.6.2 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

or change

or cost

originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 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.

7.7 **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 8. 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.

7.8 **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 8** **Claims and Claim Resolution**

### **8.1 Claims.**

8.1.1 “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.

8.1.2 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.

### **8.2 Claim Resolution.**

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA’s Project Manager and Contractor’s Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA’s Project Manager and Contractor’s Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA’s Senior Representative

and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

- 8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.
- 8.2.4 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 9**  
**Suspension and Termination**

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

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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.

**9.2 UTA's Right to Terminate for Convenience.** Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

- 9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;
- 9.2.2 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
- 9.2.3 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.

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

- 9.3.1 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.
- 9.3.2 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.
- 9.3.3 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 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.

9.3.4 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.

9.3.5 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 procurement and defense of claims arising from Contractor's default.

9.3.6 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.

9.3.7 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.

#### 9.4 **Bankruptcy of Contractor.**

9.4.1 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:

9.4.1.1 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

9.4.1.2 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.

9.4.2 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 10** **Value Engineering**

### **10.1 Value Engineering Change Proposals.**

10.1.1 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.

10.1.2 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.

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

10.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

10.1.3.5 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;

10.1.3.6 Costs of development and implementation; and

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

## 10.2 Review and Approval of VECPs

10.2.1 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.

10.2.2 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

10.3 **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.

10.4 **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 11 Health Insurance

### 11.1 Insurance Coverage for Employees.

11.1.1 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.

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

**ARTICLE 12**  
**Miscellaneous**

- 12.1 **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.
- 12.2 **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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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.
- 12.7 **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.
- 12.8 **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 Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.9 **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.

12.10 **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.

12.11 **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.

12.12 **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.

## Exhibit A Scope of Work

### OVERVIEW

Contractor will install electronic signage with real-time digital electronic passenger information signs at several of our high-volume bus stops. This pilot project will include areas where buses and trains have collocated stops (Intermodal Hubs) in order to inform customers either transferring from trains to buses or arriving by some other means to the bus stop, when the next bus on a particular route departs.

In order to display the real-time bus departure information that will be developed in-house, UTA is asking for proposals to provide the installation of digital electronic passenger information signs (provided by others), fabrication and installation of steel signposts, networking equipment with NEMA enclosures, network and power cabling, and other construction and installation services.

The project consists of the construction and installation for twenty-three (23) real-time digital electronic passenger information signs (provided by others) at seven (7) bus hub locations. There will be seventeen (17) small signs six (6) large sign types. Locations and addresses of sign locations are located in Appendix A.

### NETWORK EQUIPMENT

Contractor will use Cisco certified networking equipment and proposer must only propose Cisco certified networking equipment. The proposer will be responsible for providing all necessary equipment at each installation site including mounts, cabling, conduit, connectors, etc.

Contractor will provide network equipment and installation methods required to complete the installations.

### WARRANTY AND GUARANTEE ON INSTALLATION AND EQUIPMENT

Contractor shall include the length and details of any warranty or guarantee on all construction and hardware and equipment installed. Digital signs are covered under separate warranties by others.

### CONSTRUCTION AND INSTALLATION SERVICES

UTA will require comprehensive construction and installation services by qualified technicians. Subcontracting with vendors providing such services is permitted.

Construction and installation activities include (refer to project plans and specifications for more detailed information):

- Boring or digging trenches and installing conduit between sign location and network/power sources
- Fabrication of powder coated steel tube sign mounting poles (and associated mounting hardware)
- Installing signage poles into poured concrete footings
- Installing UTA provided digital signs on new sign poles and existing bus shelters
- Installing network equipment in NEMA enclosures
- Mounting NEMA enclosures at predetermined locations
- Patching concrete and/or asphalt
- Installing conduit and cabling
- Connecting equipment to power and network sources

The plan set includes overhead views of each site and construction details of where signs will be installed. The desired location of the sign installation and the existing network and power locations are shown. Locating and marking existing utilities will be the responsibility of the contractor. Any applicable as-built drawings in the project areas will be provided.

Contractor will complete the UTA TRAX & RWP Coordination through the source listed below:  
<https://www.rideuta.com/Doing-Business/Property-Management>

Coordinate TRAX Access Permit, rail access insurance and construction activities with Owen Thompson, UTA Light Rail Operations Supervisor: 385-414-7795. All crew must be RWP trained prior to starting work (Class available online in the above link) and RWIC must be present during construction activities within 10' of nearest rail.

Contacts:

Project Management: Brandon Heath, 801-237-1915 or [bheath@rideuta.com](mailto:bheath@rideuta.com)  
Permits: Obtain TRAX Access Permit and Insurance


## Exhibit B

## Pricing and Payment Schedule

The Not to Exceed amount of this contract will be \$651,901.79. This includes the original amount listed below of \$617,558.00 on page 42 below, plus the additional amount from the updated scope below of \$34,343.79 on page 47 below.

Original Scope below before the detailed site visits between UTA and Skyline Electric.

**Real Time Bus Signage Construction and Installation  
Cost Estimate**

 UTA				
Bus RTI Signage - Pricing Sheet				
	Unit	Quantity*	Unit Cost	Item Cost
<b>Installation Items</b>				
Contractor Mobilization, Permits, Traffic Control, Project Controls	LUMP	8	\$5,200.00	\$41,600
Sawcut	LF	846	\$4.75	\$4,019
Horizontal Conduit - Above Ground (2 @ 2", incl mounting equip)	LF	66	\$35.35	\$2,333
Horizontal Conduit - Buried (2 @ 2" dia sch 40 PVC, incl excavation, concrete, bedding, backfill, & compaction - 2' deep)	LF	2349	\$25.30	\$59,430
Vertical Conduit - Estimated (2 @ 2", incl mounting equip)	LF	30	\$47.06	\$1,412
Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	3225	\$2.50	\$8,063
Network Cable, incl install through new or existing conduit)	LF	7932	\$6.69	\$53,065
Concrete Patch (12" wide)	LF	416	\$47.00	\$19,552
Concrete Patch w/ color (12" wide)	LF	180	\$47.00	\$8,460
Concrete Patch @ curb & gutter	EA	13	\$150.00	\$1,950
Asphalt Patch (12" wide)	LF	0	\$0.00	\$0
Junction Box	EA	27	\$1,200.00	\$32,400
Panel Connection (Power & Network)	EA	14	\$3,900.00	\$54,600
Sign Connection (Power & Network)	EA	23	\$3,750.00	\$86,250
Sign Type A (Small) - install digital sign on post, see below for post & foundation items	EA	14	\$375.00	\$5,250
Sign Type B (Large) - install digital sign on post, see below for post & foundation items	EA	6	\$475.00	\$2,850
Shelter Mounted Sign Type A (Small) - install digital sign on bus shelter	EA	3	\$375.00	\$1,125
Landscape & Irrigation Repair	LUMP	5	\$1,500.00	\$7,500
Heat Cable Repair @ SL Central & Farmington (NO VENDOR QUOTE AVAILABLE. NO BID)	LUMP	0	\$0.00	\$0
Tyco refused to quote do to lack of information				
<b>Post Fabrication Items**</b>				
Steel Tubing 6"x6"x1/2"x20'	EA	20	810	\$16,200
Base plates, hand hole covers, nuts bolts, misc parts	EA	20	320	\$6,400
Cut Weld Labor	LUMP	20	1200	\$24,000
Powder Coating	LUMP	20	350	\$7,000
Mounting Brackets	EA	20	111	\$2,220
Install Post (half day 2 person crew)	LUMP	20	310	\$6,200
				\$0
<b>Post Foundation Items**</b>				
				\$0
Drill 6' deep 2' dia. shaft	EA	20	1050	\$21,000
Conduit	EA	20	130	\$2,600
Structural Concrete	EA	20	210	\$4,200
Misc parts - sono Tube, 2x4, bolt pattern	EA	20	1270	\$25,400
Form Labor	LUMP	20	280	\$5,600
Contractor Markup, Overhead, & Profit				\$73,290
Contractor Management Fee				\$33,590
<b>Total Project Estimated Cost</b>				<b>\$617,558</b>
*Contractor to confirm quantities				
** Post mounted signs are required at twenty (20) locations				

Payments will be made after the delivery and approval by UTA of the services completed. All services will be invoiced each month as ~~each area~~ <sup>work</sup> is completed.

Job ID: FY2021-0089



Project: UTA - 03456BM RTI Equipment Installation Budget

CO: 001: Scope Change

### Summary Cost Codes Report

Vendor: Target

Labor Level: LABOR 1

7 Oct 2021 9:53:51

Cost Code 100, BRANCH			15.42% of Job Total				27.56% of Job Total			
Item #	Size	Description	Quantity	U/	Mat Unit	M-	Mat Result	Lab Unit	L-Fact	Lab Result
10002	1	GRC	160.00	FT	4.9053	1.000	784.85	0.0700	1.000	11.20
10181	1	CONDUIT CUT & THREAD	13.00	EA				0.4000	1.000	5.20
20131	1	GRC 90-DEG ELBOW	8.00	EA	16.0830	1.000	128.66	0.5000	1.000	4.00
20175	1	GRC FIELD BEND	12.00	EA				0.9000	1.000	10.80
30002	1	GRC COUPLING	15.00	EA	6.2894	1.000	94.34	0.2000	1.000	3.00
30344	1	GRC LB CONDUIT BODY	6.00	EA	17.1835	1.000	103.10	0.7500	1.000	4.50
40080	1	MYERS THREADED GRD HUB	4.00	EA	6.5902	1.000	26.36	1.2000	1.000	4.80
40133	1	LOCKNUT	16.00	EA	0.4523	1.000	7.24	0.2000	1.000	3.20
40219	1	GRD BUSHING INSULATED	8.00	EA	5.0188	1.000	40.15	0.3000	1.000	2.40
50075	1	LIQUIDTITE CONDUIT	42.00	FT	1.9210	1.000	80.68	0.0750	1.000	3.15
50086	1	LIQUIDTITE ANGLE CONNECTOR	4.00	EA	20.7914	1.000	83.17	0.2880	1.000	1.15
50097	1	LIQUIDTITE STRAIGHT CONNECTOR	6.00	EA	6.5197	1.000	39.12	0.2400	1.000	1.44
160706	1	GRC 1-HOLE MALLEABLE STRAP	10.00	EA	1.3166	1.000	13.17	0.0400	1.000	0.40
500130	1	ENCLOSURE HOLE PUNCH	8.00	EA				0.5600	1.000	4.48
630230	1	COND 1-PC NUT-BOLT STEEL STRUT CLAMP	17.00	EA	1.7462	1.000	29.69	0.0300	1.000	0.51
<b>Cost Code 100, BRANCH totals:</b>							<b>\$1,430.52</b>	<b>60.23</b>		

Cost Code 200, FEEDER			5.50% of Job Total				10.20% of Job Total			
Item #	Size	Description	Quantity	U/	Mat Unit	M-	Mat Result	Lab Unit	L-Fact	Lab Result
10005	2	GRC	4.00	FT	10.0876	1.000	40.35	0.1100	1.000	0.44
10062	2	PVC SCH 40	60.00	FT	3.0594	1.000	183.56	0.0800	1.000	4.80
10184	2	CONDUIT CUT & THREAD	2.00	EA				0.7000	1.000	1.40
20134	2	GRC 90-DEG ELBOW	2.00	EA	41.7465	1.000	83.49	1.0000	1.000	2.00
30005	2	GRC COUPLING	2.00	EA	14.5612	1.000	29.12	0.3000	1.000	0.60
30240	2	PVC COUPLING	6.00	EA	0.9020	1.000	5.41	0.3000	1.000	1.80
30289	2	PVC FEMALE ADAPTER	2.00	EA	1.2643	1.000	2.53	0.3000	1.000	0.60
30301	2	PVC END BELLS	2.00	EA	4.3839	1.000	8.77	0.2300	1.000	0.46
30347	2	GRC LB CONDUIT BODY	2.00	EA	63.1800	1.000	126.36	1.5000	1.000	3.00
136	2	MYERS THREADED GRD HUB	2.00	EA	10.5760	1.000	21.15	1.6000	1.000	3.20
136	2	GROUNDING BUSHING	2.00	EA	4.8176	1.000	9.64	0.6000	1.000	1.20

Summary Cost Codes: UTA - 03456BM RTI Equipment Installation Budget

7 Oct 2021 9:53:51

**Cost Code 200, FEEDER totals: \$510.39 22.30**

**Cost Code 300, WIRE & TERMINATIONS** 65.95% of Job Total 37.28% of Job Total

Item #	Size	Description	Quantity	U/	Mat Unit	M-	Mat Result	Lab Unit	L-Fact	Lab Result
70034	10	THHN/THWN CU (STR)	4,260.00	FT	0.4310	1.000	1,835.88	0.0070	1.000	29.82
70035	8	THHN/THWN CU (STR)	2,595.00	FT	0.8133	1.000	2,110.60	0.0090	1.000	23.36
70036	6.	THHN/THWN CU (STR)	1,671.00	FT	1.2512	1.000	2,090.81	0.0110	1.000	18.38
500090	2500#	MULE TAPE/HERCULINE PULL LINE	3,050.00	FT	0.0272	1.000	83.07	0.0026	1.000	7.93
500142	1/4	DRILL HOLE	16.00	EA	0.0000	1.000	0.00	0.1250	1.000	2.00

**Cost Code 300, WIRE & TERMINATIONS totals: \$6,120.36 81.49**

**Cost Code 800, MISCELLANEOUS/OTHER** 0.42% of Job Total 3.98% of Job Total

Item #	Size	Description	Quantity	U/	Mat Unit	M-	Mat Result	Lab Unit	L-Fact	Lab Result
40050	QUART	PVC (GLUE) CEMENT	1.00	EA	7.8986	1.000	7.90	0.2000	1.000	0.20
160089	1/4 x 3 1/4"	WEDGE ANCHOR	10.00	EA	1.3607	1.000	13.61	0.2000	1.000	2.00
160154	1/4"	FLAT WASHER (PLT)	10.00	EA	0.0365	1.000	0.37	0.0012	1.000	0.01
160163	1/4"	LOCK WASHER (PLT)	10.00	EA	0.0143	1.000	0.14	0.0012	1.000	0.01
160444	1/4 x 1 1/2"	LAG BOLT	10.00	EA	0.2098	1.000	2.10	0.1400	1.000	1.40
160468	3/8 x 1 1/2"	LAG BOLT	10.00	EA	0.3634	1.000	3.63	0.1500	1.000	1.50
160584	1/4 x 1 1/2 - 3"	HAMMER DRILLED HOLE	10.00	EA	0.0000	1.000	0.00	0.2600	1.000	2.60
240029	1 5/8" x 1 5/8"H	U-STRUT CHNL SGL-12G SLOT GALV	8.00	FT	1.3488	1.000	10.79	0.1225	1.000	0.98

**Cost Code 800, MISCELLANEOUS/OTHER totals: \$38.54 8.70**

**Cost Code 901, DEMOLITION** 0.00% of Job Total 1.73% of Job Total

Item #	Size	Description	Quantity	U/	Mat Unit	M-	Mat Result	Lab Unit	L-Fact	Lab Result
380105	10	EXISTING WIRE TO PULL OUT	630.00	FT				0.0060	1.000	3.78

**Cost Code 901, DEMOLITION totals: \$0.00 3.78**

**Cost Code 920, SITE & CONSTRUCTION** 0.00% of Job Total 1.87% of Job Total

Item #	Size	Description	Quantity	U/	Mat Unit	M-	Mat Result	Lab Unit	L-Fact	Lab Result
390187	12" x 36" DEEP	MACHINE TRENCHING	30.00	FT				0.0195	1.000	0.59
390223	12" WIDE	MACHINE COMPACT TRENCH	30.00	FT				0.0504	1.000	1.51
390246	12" x 36" DEEP	MACHINE BACKFILL TRENCH	30.00	FT				0.0660	1.000	1.98

**Cost Code 920, SITE & CONSTRUCTION totals: \$0.00 4.08**

**Cost Code Q920, QUO SITE WORK** 1.94% of Job Total 0.00% of Job Total

Item #	Size	Description	Quantity	U/	Mat Unit	M-	Mat Result	Lab Unit	L-Fact	Lab Result
390187	12" x 36" DEEP	MACHINE TRENCHING	30.00	FT	6.0000	1.000	180.00			
390223	12" WIDE	MACHINE COMPACT TRENCH	30.00	FT	0.0000	1.000	0.00			
390246	12" x 36" DEEP	MACHINE BACKFILL TRENCH	30.00	FT	0.0000	1.000	0.00			

**Cost Code Q920, QUO SITE WORK totals: \$180.00 0.00**

**Cost Code UNAS, UNASSIGNED**

<u>Item #</u>	<u>Size</u>	<u>Description</u>	<u>Quantity</u>	<u>U/</u>	<u>Mat Unit</u>	<u>M-</u>	<u>Mat Result</u>	<u>Lab Unit</u>	<u>L-Fact</u>	<u>Lab Result</u>
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10.78% of Job Total

17.39% of Job Total

**Cost Code UNAS, UNASSIGNED**

<u>Item #</u>	<u>Size</u>	<u>Description</u>	<u>Quantity</u>	<u>U/</u>	<u>Mat Unit</u>	<u>M-</u>	<u>Mat Result</u>	<u>Lab Unit</u>	<u>L-Fact</u>	<u>Lab Result</u>
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10.78% of Job Total

17.39% of Job Total

8		Install Pole	2.00		500.0000	1.000	1,000.00	16.0000	1.000	32.00
9		shut down labor	1.00		0.0000	1.000	0.00	4.0000	1.500	6.00
10181	1	CONDUIT CUT & THREAD	13.00	EA	0.0000	1.000	0.00			
10184	2	CONDUIT CUT & THREAD	2.00	EA	0.0000	1.000	0.00			
20175	1	GRC FIELD BEND	12.00	EA	0.0000	1.000	0.00			
380105	10	EXISTING WIRE TO PULL OUT	630.00	FT	0.0000	1.000	0.00			
500130	1	ENCLOSURE HOLE PUNCH	8.00	EA	0.0000	1.000	0.00			
500133	2	ENCLOSURE HOLE PUNCH	4.00	EA	0.0000	1.000	0.00			

**Cost Code UNAS, UNASSIGNED totals: \$1,000.00 38.00**

**Job totals: \$9,279.80 218.58**





## Updated Scope below after the detailed site visits between UTA and Skyline Electric.

**PROPOSAL**

### Project: **UTA RTI Equipment Installation Scope Changes**

Date: 10/7/21

Skyline Electric Company appreciates the opportunity of providing you with a proposal for the above-mentioned project.

<b>Item Name</b>	<b>Price</b>
Salt Lake Central Intermodal	\$599.44
Farmington Station	\$(2,262.22)
Murray Central Station	\$699.21
Central Pointe Station	\$852.88
West Valley Station	\$630.06
Clearfield Station	\$29,454.76
Ogden Station	\$3,979.20
Total	\$33,953.33
<u>Additional Bond at 1.15%</u>	<u>\$390.46</u>
Total	\$34,343.79

**Inclusions:**

- See attached breakdown sheet for site details of scope change.

**Exclusions:**

- Pedestrian and Bus Management
- Additional work created by un-foreseen circumstances

**Clarifications & Other:**

- Assumed work schedule is day (1<sup>st</sup>) shift, Monday – Friday.
- Assumed full unaffected access to work area as needed.
- Our insurance limits and payment terms can be viewed at the link below. This proposal includes these conditions unless noted otherwise. [Insurance Limits & Payment Terms](#)

Skyline Electric Company offers this proposal to you in good faith for a period of Thirty Days. Your confidential handling of this proposal is greatly appreciated. The proposal price(s) contained in this proposal is conditioned upon present material and labor prices to provide you with the most competitive price available. In the event material or labor prices increase by more than 5% from the date of this proposal, Skyline Electric Company reserves the right to adjust its pricing and schedule to meet market fluctuations in material and labor costs.

*The COVID-19 pandemic, its direct and indirect effects, and the resulting current and potential future restrictions imposed by governmental authorities are dynamic events that may affect the labor force, site restrictions, costs, means and methods to perform work, and the availability and delivery of goods and materials. The duration of the pandemic and related government restrictions is unknown at this time, these circumstances are not included within this proposal. While Skyline Electric Company will make every reasonable effort to meet schedules and delivery milestone dates, we cannot guarantee them and will notify you, amend and supplement this proposal and/or schedule as necessary when information is available.*

Sincerely,

Cade Markle  
Transportation Division Manager

**Salt Lake Central****Credited Scope**

Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	48	\$2.50	\$120.00	
Concrete Patch (12" wide)	LF	6	\$47.00	\$282.00	
<b>Post Fabrication Items**</b>					
Steel Tubing 6"x6"x1/2"x20'	EA	1	\$810.00	\$810.00	
Base plates, hand hole covers, nuts bolts, misc parts	EA	1	\$320.00	\$320.00	
Cut Weld Labor	LUMP	1	\$1,200.00	\$1,200.00	
Powder Coating	LUMP	1	\$350.00	\$350.00	
Mounting Brackets	EA	1	\$111.00	\$111.00	
Install Post (half day 2 person crew)	LUMP	1	\$310.00	\$310.00	
<b>Post Foundation Items**</b>					
Drill 6' deep 2' dia. shaft	EA	1	\$1,050.00	\$1,050.00	
Conduit	EA	1	\$130.00	\$130.00	
Structural Concrete	EA	1	\$210.00	\$210.00	
Misc parts - sono Tube, 2x4, bolt pattern	EA	1	\$1,270.00	\$1,270.00	
Form Labor	LUMP	1	\$280.00	\$280.00	
Sub Total				\$6,443.00	
Contractor Markup, Overhead, & Profit				12%	\$764.64
Contractor Management Fee				5%	\$350.45
Credit Total					\$7,558.08

**Changed Scope**

Steel Tubing 6"x6"x1/2"x20'	EA	1	\$480.00	\$480.00	
Base plates, hand hole covers, nuts bolts, misc parts	EA	1	\$195.00	\$195.00	
Cut Weld Labor	LUMP	1	\$650.00	\$650.00	
Powder Coating	LUMP	1	\$80.00	\$80.00	
Mounting Brackets	EA	1	\$46.00	\$46.00	
Install Post	LUMP	1	\$2,385.00	\$2,385.00	
Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	100	\$2.50	\$250.00	
Miscellaneous Conduit work	LUMP	1	\$2,868.00	\$2,868.00	
Sub Total				\$6,954.00	
Contractor Markup, Overhead, & Profit				12%	\$825.28
Contractor Management Fee				5%	\$378.24
Changed Scope Total					\$8,157.52

## Farmington Station

### Credited Scope

Horizontal Conduit - Above Ground (2 @ 2", incl mounting equip)	LF	66	\$35.35	\$2,333.00
Vertical Conduit - Estimated (2 @ 2", incl mounting equip)	LF	30	\$47.06	\$1,412.00
Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	48	\$2.50	\$120.00
Concrete Patch (12" wide)	LF	6	\$47.00	\$282.00
<b>Post Fabrication Items**</b>				
Steel Tubing 6"x6"x1/2"x20'	EA	1	\$810.00	\$810.00
Base plates, hand hole covers, nuts bolts, misc parts	EA	1	\$320.00	\$320.00
Cut Weld Labor	LUMP	1	\$1,200.00	\$1,200.00
Powder Coating	LUMP	1	\$350.00	\$350.00
Mounting Brackets	EA	1	\$111.00	\$111.00
Install Post (half day 2 person crew)	LUMP	1	\$310.00	\$310.00
<b>Post Foundation Items**</b>				
Drill 6' deep 2' dia. shaft	EA	1	\$1,050.00	\$1,050.00
Conduit	EA	1	\$130.00	\$130.00
Structural Concrete	EA	1	\$210.00	\$210.00
Misc parts - sono Tube, 2x4, bolt pattern	EA	1	\$1,270.00	\$1,270.00
Form Labor	LUMP	1	\$280.00	\$280.00
Sub Total				\$10,188

Contractor Markup, Overhead, & Profit			12%	\$1,209.08
Contractor Management Fee			5%	\$554.14
Credit Total				\$11,951.22

### Changed Scope

Steel Tubing 6"x6"x1/2"x20'	EA	1	\$498.00	\$498.00
Base plates, hand hole covers, nuts bolts, misc parts	EA	1	\$210.00	\$210.00
Cut Weld Labor	LUMP	1	\$675.00	\$675.00
Powder Coating	LUMP	1	\$80.00	\$80.00
Mounting Brackets	EA	1	\$46.00	\$46.00
Install Post	LUMP	1	\$2,385.00	\$2,385.00
Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	100	\$2.50	\$250.00
Miscellaneous Conduit work	LUMP	1	\$5,545.00	\$5,545.00
Sub Total				\$9,689.00

Contractor Markup, Overhead, & Profit			12%	\$1,149.86
Contractor Management Fee			5%	\$527.00
Changed Scope Total				\$11,365.86

**Salt Lake Central****Credited Scope**

Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	48	\$2.50	\$120.00	
Concrete Patch (12" wide)	LF	6	\$47.00	\$282.00	
<b>Post Fabrication Items**</b>					
Steel Tubing 6"x6"x1/2"x20'	EA	1	\$810.00	\$810.00	
Base plates, hand hole covers, nuts bolts, misc parts	EA	1	\$320.00	\$320.00	
Cut Weld Labor	LUMP	1	\$1,200.00	\$1,200.00	
Powder Coating	LUMP	1	\$350.00	\$350.00	
Mounting Brackets	EA	1	\$111.00	\$111.00	
Install Post (half day 2 person crew)	LUMP	1	\$310.00	\$310.00	
<b>Post Foundation Items**</b>					
Drill 6' deep 2' dia. shaft	EA	1	\$1,050.00	\$1,050.00	
Conduit	EA	1	\$130.00	\$130.00	
Structural Concrete	EA	1	\$210.00	\$210.00	
Misc parts - sono Tube, 2x4, bolt pattern	EA	1	\$1,270.00	\$1,270.00	
Form Labor	LUMP	1	\$280.00	\$280.00	
Sub Total				\$6,443.00	
Contractor Markup, Overhead, & Profit				12%	\$764.64
Contractor Management Fee				5%	\$350.45
Credit Total					\$7,558.08

**Changed Scope**

Steel Tubing 6"x6"x1/2"x20'	EA	1	\$480.00	\$480.00	
Base plates, hand hole covers, nuts bolts, misc parts	EA	1	\$195.00	\$195.00	
Cut Weld Labor	LUMP	1	\$650.00	\$650.00	
Powder Coating	LUMP	1	\$80.00	\$80.00	
Mounting Brackets	EA	1	\$46.00	\$46.00	
Install Post	LUMP	1	\$2,385.00	\$2,385.00	
Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	100	\$2.50	\$250.00	
Miscellaneous Conduit work	LUMP	1	\$2,868.00	\$2,868.00	
Sub Total				\$6,954.00	
Contractor Markup, Overhead, & Profit				12%	\$825.28
Contractor Management Fee				5%	\$378.24
Changed Scope Total					\$8,157.52

**Central Pointe Station****Credited Scope**

Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	555	\$ 2.50	\$ 1,387.50
Sub Total				\$ 1,387.50

Contractor Markup, Overhead, & Profit			12%	\$ 164.66
Contractor Management Fee			5%	\$ 75.47
Credited Scope Total				\$ 1,627.63

**Changed Scope**

Wire adjustment to #10	LF	555	\$ 3.81	\$ 2,114.55
Sub Total				\$ 2,114.55

Contractor Markup, Overhead, & Profit			12%	\$ 250.95
Contractor Management Fee			5%	\$ 115.01
Changed Scope Total				\$ 2,480.51

**West Valley Station****Credited Scope**

Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	410	\$2.50	\$1,025.00
Sub Total				\$1,025.00

Contractor Markup, Overhead, & Profit			12%	\$121.64
Contractor Management Fee			5%	\$55.75
Credited Scope Total				\$1,202.40

**Changed Scope**

Wire adjustment to #10	LF	410	\$ 3.81	\$1,562.10
Sub Total				\$1,562.10

Contractor Markup, Overhead, & Profit			12%	\$185.39
Contractor Management Fee			5%	\$84.97
Changed Scope Total				\$1,832.45

**Clearfield Station****Credited Scope**

Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	865	\$2.50	\$2,162.50
Sub Total				\$2,162.50

Contractor Markup, Overhead, & Profit			12%	\$256.64
Contractor Management Fee			5%	\$117.62
Credited Scope Total				\$2,536.76

**Changed Scope**

Junction Box	EA	1	\$1,200.00	\$1,200.00
Horizontal Conduit - Buried (2 @ 2" dia sch 40 PVC, incl excavation, concrete, bedding, backfill, & compaction - 2' deep)	LF	610	\$34.53	\$21,063.30
Wire adjustment to #8	LF	865	\$5.79	\$5,008.35
Sub Total				\$27,271.65

Contractor Markup, Overhead, & Profit			12%	\$3,236.52
Contractor Management Fee			5%	\$1,483.35
Changed Scope Total				\$31,991.52

**Ogden Station****Credited Scope**

Wire (3 - 12 AWG stranded 90° C copper wire, incl install through new or existing conduit)	LF	557	\$2.50	\$1,392.50
Sub Total				\$1,392.50

Contractor Markup, Overhead, & Profit			12%	\$165.26
Contractor Management Fee			5%	\$75.74
Credited Scope Total				\$1,633.50

**Changed Scope**

Wire adjustment to #10	LF	557	\$ 8.59	\$4,784.63
Sub Total				\$4,784.63

Contractor Markup, Overhead, & Profit			12%	\$567.83
Contractor Management Fee			5%	\$260.24
Changed Scope Total				\$5,612.70

**Richards**

SHEET METAL WORKS, INC.

2680 Industrial Drive Ogden UT 84401  
 Ogden (801) 621-3341 SLC (801) 364-3979  
 Fax (801) 392-9567

Precision Metal Fabrication since 1928

**Celebrating 93 Years of Service**

<b>Quote To:</b>  SKYLINE ELECTRIC COMPANY PO BOX 26666 SALT LAKE CITY UT 84126-0666	<b>Date:</b> 10/4/2021  <b>Reference:</b>  <b>Sales Person:</b> Tom Davidson
--	--

Phone: 801-972-3656

Fax: 801-973-9287

**Quote Number: 86107****QUOTE**

10/4/2021

Page: 1

Line	Part Number	Description	Revision	Drawing
1	UTA SIGN POST	FABRICATE AND DELIVER SIGN POST PER PROVIDED DRAWINGS		

*POWDER COAT WITH STANDARD  
 POWDER (COLOR TBD)*

*SIGN FOUNDATION NOT  
 INCLUDED*

*ANCHOR BOLTS NOT INCLUDED*

*NEOPRENE SEAL S NOT  
 INCLUDED*

*HAND HOLE BOLT PLATE  
 FIGURED AT 1" THICK (SECTION  
 A-A)*

**Quantity** **UM** **Unit Price** **Extended Price**

Line	Part Number	Description	Revision	Drawing
2	UTA FARM MOUNT ARM	FABRICATE AND DELIVER SIGN MOUNTING ARM PER PROVIDED DRAWINGS FARMINGTON		

*POWDER COAT WITH STANDARD  
 POWDER (COLOR TBD)*

*SIGN FOUNDATION NOT  
 INCLUDED*

*ANCHOR BOLTS NOT INCLUDED*

Quote Number: 86107

## QUOTE

10/4/2021

Page:

2

<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.00	EA	\$1,509.00	\$1,509.00

<u>Line</u>	<u>Part Number</u>	<u>Description</u>	<u>Revision</u>	<u>Drawing</u>
3	UTA SLC MOUNT ARM	FABRICATE AND DELIVER SIGN MOUNTING ARM PER PROVIDED DRAWINGS SALT LAKE CITY		

*POWDER COAT WITH STANDARD  
POWDER (COLOR TBD)*

*SIGN FOUNDATION NOT  
INCLUDED*

*ANCHOR BOLTS NOT INCLUDED*

<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.00	EA	\$1,451.00	\$1,451.00

**Terms and Conditions**

**PROGRAMMING:** All parts produced generally require cutting geometry. Quotes are based on the need for accurate CAD geometry to use in our cutting and forming equipment. Receiving a usable CAD file at the time of the Request for Quote (RFQ) will enable Richards Sheet Metal to calculate cutting and forming to the most accurate levels possible. Costs to program parts will be included in the quote provided if the customer has not provided CAD files with the RFQ solicitation. All files should be drawn using a 1 to 1 scale. Richards Sheet Metal utilizes Solidworks as our primary CAD platform but we are able to work with other commercially available CAD programs. Acceptable file types are: .sldprt, .prt, .iges, .step, .stp (STEP AP214), .ifc (IFC 2X3), DXF, Parasolid (\*.x\_t), dwg.

**QUALITY:** Quality documents may be provided upon request include Certificates of Compliance/Conformance (CofC), and Material Test Reports. The request for these documents should be made with the RFQ, but no later than with the Purchase Order. Further quality documentation can be provided at an additional cost (Visual/Dimensional inspection reports, PPAP, ISIR, FAIR). Contact your sales representative if any of these are required. Material surface quality will be according to industry standards for commercial materials unless other finishes are specified by the customer prior to the commencement of the jobs.

**GENERAL TOLERANCES:** Laser Cutting Flat\*:

	± .010" on materials 1/2" and thinner
	± .015" on material 5/8" and thicker
	One (1) microtab / microjoint allowed per part at up to 15% of the material thickness
Laser Cutting Tube:	± .010" on features
	± .030" on locations and lengths
Forming:	Maximum Length formed 162" (dependent on material thickness)
	.0157" to .375" thick material ± 1 Degree on bends
	± .030" on lengths
	Greater than .375": ± 1 Degree on bends
	± .060" on lengths
Welded parts:	± .030" on dimensions
	± 2 Degrees on angles
Machining:	± .005" on features

\*Tolerances closer than those shown may be available based on material and the part configuration.

**INSPECTION:** All claims regarding product conformity must be made within 20 days of receipt and notification provided within this time for any rejection(s). Richards will take immediate and necessary actions to credit, rework or replace nonconforming parts/product. If RSM is not notified within 30 days of delivery, customer releases RSM of liability for repair or replacement.

**WARRANTY:** RSM warrants its goods to be free from defects in material and/or workmanship under normal and intended use and service for a period of one (1) year from the date of purchase. Seller does not warrant its goods against any defect except as set forth above, and Seller is not responsible for, and it does not warrant against, any defect or damage caused by transportation, storage, improper installation, maintenance, internal or external hostile environment, misuse, abuse, negligence, accident, modification, tampering, the attachment of any unauthorized accessory, alteration to the goods, or any other conditions whatsoever that do not constitute a defect in material and/or workmanship. Seller's sole responsibility under this Express warranty shall be, at its option, to either repair or replace any goods which fail during the warranty period, provided that Buyer has promptly reported same to Seller in writing, and complies with the provisions of this Warranty.

**PRICING AND MATERIAL:** **PRICING WILL BE BASED ON THE MATERIAL MARKET PRICE ON THE DAY OF ORDER RECEIPT.** Supplier imposed material surcharges may be applicable on materials at the time of the order. Quotes include material unless noted as "Customer Supplied Material"

**CUSTOMER SUPPLIED MATERIAL:** **Flat sheet and plate:** Customer supplied sheet must not be longer than 162" or wider than 80" for materials up to 1". All material must be palletized and banded. No loose materials will be offloaded. Coordinate with RSM sales personnel for all material over 60" wide or 120" long.

**Tube and shape:** Customer supplied tube and structural shapes must be a minimum of 10' in length and no longer than 45'. All tube and shapes must have square cut ends. Materials received over the lengths specified with irregular ends will be subject to an additional processing charge. Any coatings on tube, pipe, or structural shapes may result in additional processing charges to sandblast materials prior to cutting. Materials are preferred to be bare of any finishes or excessive markings.

**Programming and nesting on customer material:** Programming and calculating part yields will not begin until the received part sizes and lengths are verified. If materials are not consistent in size and additional fee may be added to accommodate the additional time needed to nest for best yield on the various sizes and lengths provided.

**Remnant material:** At the time of the request for quote the customer needs to communicate if any remnant material is to be returned to the customer. Excess material not picked up will be disposed of in the most economical manner possible within 10 days of shipment.

**Customer material receiving:** Deliveries of customer supplied materials must be scheduled with the RSM Shipping Manager (801-621-3341 Ext 3044). Material is only received from 7AM to 3PM M-Th and 7AM to 2PM Friday. Any deliveries outside of these times will need to be coordinated with the Shipping Manager.

**LEAD TIMES:** All estimated lead times are subject to change and are based on current committed shop capacity **ON THE DATE THE ORDER IS RECEIVED.** Please contact your sales representative for current lead time.

**PAYMENT TERMS:** All orders for customers without accounts must be paid in full at the time the order is placed. For customers of record, the terms are Net 30 unless otherwise agreed upon by both parties prior to the placement of the order. Any modification to these terms must be presented in advance to the RSM financial department for consideration.

**SALES TAX:** Sales tax is not included in the quoted price and will be added when the invoice is generated. If qualified as tax exempt, please provide a copy of the exemption certificate and notify your sales representative at the time of the order. Rev.01 082619

**R & S Directional Underground Drilling**  
 6144 Vista Mesa Dr  
 West Valley City, UT 84128 US  
 randsdrilling@gmail.com



**ADDRESS**

Skyline Electric Company  
 1848 West 2300 South  
 WEST VALLEY CITY, UT 84119  
 United States

**SHIP TO**

Skyline Electric Company  
 1848 West 2300 South  
 WEST VALLEY CITY, UT 84119  
 United States

Estimate 1087

DATE 10/04/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Span Placement Directional Bore Install 2x2"	610	21.00	12,810.00
	Sales	Conduit Price (2" INNER DUCT- GRAY, SDR 11)	610	2.34	1,427.40
	Sales	Potholes W/Restoration	5	250.00	1,250.00
	Sales	CONCRETE TEAR OUT/REPLACE (PER SQFT) ESTIMATION	40	45.00	1,800.00
	Sales	CLEARFIELD PERMITTING (COST +20%)	1	1.00	1.00

Job Number: E-015  
 Job Address: 1250 South State Street, Clearfield, Utah  
 (Clearfield Station)

**TOTAL \$17,288.40**

Accepted By

Accepted Date

## EXHIBIT C

### FEDERAL CLAUSES FOR CONSTRUCTION CONTRACTS

#### ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

#### ACCESS TO RECORDS AND REPORTS

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Contractor agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Contractor agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

#### **BONDING REQUIREMENTS [Applicable Only to Contracts valued at more than \$150,000]**

Unless a different requirement is set forth in the Contract, Contractor shall maintain the following bonds:  
A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by Contractor and shall remain in full force for the term of the Contract. Contractor will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Contractor to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Contractor to UTA as security for payment by Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

**BUY AMERICA CERTIFICATION [Applicable Only to Contracts valued at more than \$150,000]**

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. All respondents to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

**CARGO PREFERENCE [Applicable Only to Contracts Involving Equipment, Materials or Commodities Transported by Ocean Vessels]**

Contractor shall: (i) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the Contract, to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (ii) furnish, within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to UTA (through Contractor in the case of a subcontractor's bill-of-lading.); and (iii) include these requirements in all subcontracts issued pursuant to the Contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

**CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, without limitation, those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

**CIVIL RIGHTS REQUIREMENTS**

In accordance with Federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

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

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR

Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**CLEAN AIR** [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor agrees that it will not use any violating facilities. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CLEAN WATER** [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CONFORMANCE WITH NATIONAL ITS ARCHITECTURE** [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** [Applicable Only to Contracts valued at more than \$150,000]

(1) **Overtime Requirements** – Neither Contractor nor any subcontractor contracting for any part of the work under the Contract which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; Liability for Unpaid Wages; Liquidated Damages** – In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and such subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for Unpaid Wages and Liquidated Damages** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

payable on account of work performed by Contractor or any subcontractor under the Contract or any other federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or any subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** – Contractor and all subcontractors shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS**

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under the Contract or any other federal contract for which Contractor is the prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Contractor, so much of the accrued payments or advances as may be considered

necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

(1) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Contractor and any subcontractor shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such

records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland “Anti-Kickback” Act Requirements** – Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) **Subcontracts** – Contractor and any subcontractor shall insert in any subcontracts the clauses contained in 29 CFR

5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**(7) Contract Termination: Debarment** – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment of Contractor as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(8) Compliance with Davis-Bacon and Related Act Requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in the Contract.

**(9) Disputes Concerning Labor Standards** – Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of Eligibility** – (i) By entering into the Contract, Contractor certifies that neither Contractor nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**DEBARMENT AND SUSPENSION** [Applicable Only to Contracts valued at more than \$25,000]

Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA’s solicitation for the Contract, Contractor has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Contractor knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**DISADVANTAGED BUSINESS ENTERPRISES**

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the

Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. No separate contract goal has been set for the Phase 1 construction Services Agreement. If UTA executes the Phase 2 Construction Services Amendment, a contract goal of 6% will apply to the Phase 2 work. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Officer's good faith efforts include, but are not limited to, the following: (i) Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/officer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Contractor shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Contractor is required to pay all of its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

(7) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform

at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

**ENERGY CONSERVATION**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on

Contractor to the extent the US Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(l) on Contractor, to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**FLY AMERICA REQUIREMENTS [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S.]**

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**INCORPORATION OF FTA TERMS**

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

**LOBBYING [Applicable Only to Contracts valued at more than \$150,000]**

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above

that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

### **RECYCLED PRODUCTS**

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

### **RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION**

UTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within UTA and Contractor’s organization.

Unless otherwise directed by UTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Contractor arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

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

### **SEISMIC SAFETY [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]**

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under the Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

### **TERMINATION**

Upon ten (10) days' written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, UTA shall pay Contractor for that portion of the work performed up to the date of the notice of termination, plus Contractor's actual, reasonable and documented costs attributable to the termination, including those incurred to terminate applicable subcontracts and leases, but excluding consequential damages, which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work.

If Contractor materially fails to perform any of its obligations under the Contract, and such failure is not cured within ten (10) days of written notice from UTA identifying the breach, then UTA may terminate the Contract by delivering to Contractor a Notice of Termination specifying the nature of the default. In such event, UTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances and equipment on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damages to UTA resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. Notwithstanding the foregoing, no cure period shall be required if Contractor's default is due to its failure to satisfy any legal requirement concerning workplace safety or environmental compliance, or if Contractor's action(s) and/or omission(s) materially jeopardize safety.

Accept Terms of Clauses \_\_\_\_\_ Date \_\_\_\_\_ Company Name \_\_\_\_\_ Federal I.D. No. \_\_\_\_\_

Appendix A

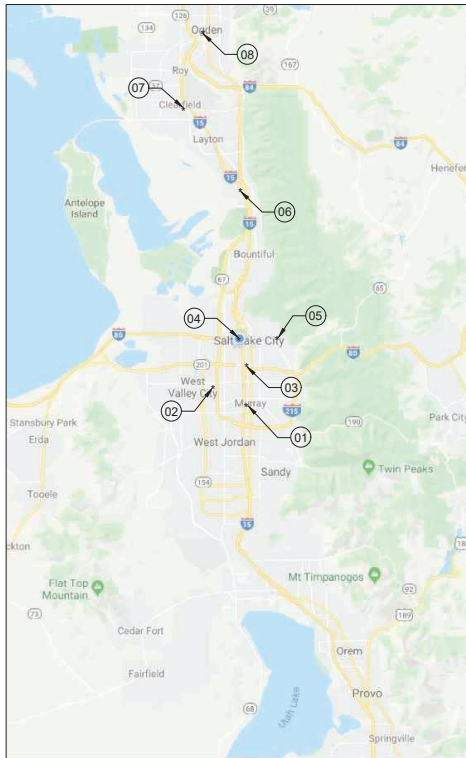
UTA Bus RTI Signage Plans and Locations

# UTAH TRANSIT AUTHORITY



## BUS FACILITIES REAL TIME INFORMATION SIGNAGE

PROJECT LOCATIONS



INDEX TO SHEETS	
SHEET NUMBER	DESCRIPTION
TITLE	TITLE SHEET
1	MURRAY CENTRAL STATION
2	WEST VALLEY CENTRAL STATION
3	CENTRAL POINTE STATION
4	SALT LAKE CENTRAL INTERMODAL
5	UNIVERSITY OF UTAH BUS LOOP
6	FARMINGTON STATION
7	CLEARFIELD STATION
8	OGDEN STATION
9	SIGN POST DETAILS 1 OF 2
10	SIGN POST DETAILS 2 OF 2
11	SIGN MOUNTING ARM DETAILS 1 OF 1
12	JUNCTION BOX DETAIL

REV	DATE	Description
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△	9/27/21	SIGN ATTACHMENT REVISION
△	8/6/21	RFP ADDENDUM #1

Submitted By: \_\_\_\_\_

Approved By: \_\_\_\_\_



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Drawn By:	XX
Checked By:	XX
Approved By:	XX

UTAH TRANSIT AUTHORITY  
BUS FACILITIES  
REAL TIME INFORMATION SIGNAGE

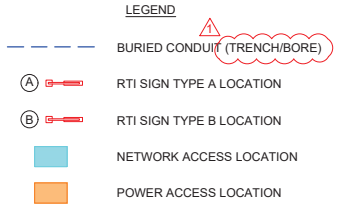
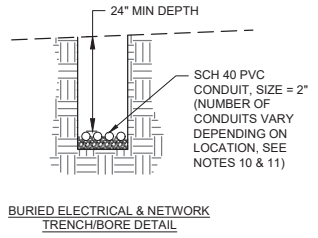
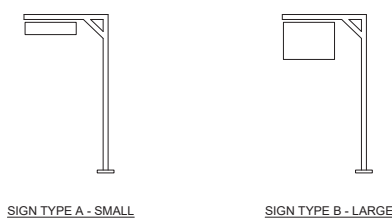
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PLAN

NOTES

1. ALL MEASUREMENTS OF EXISTING CONDITIONS ARE APPROXIMATE AND SHALL BE VERIFIED IN FIELD BY CONTRACTOR.
2. LOCATIONS OF EXISTING UTILITIES ARE UNKNOWN AND SHALL BE LOCATED (BLUE STAKED) BY CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION.
3. STOCKPILE AND REPLACE SOIL REMOVED DURING TRENCHING.
4. REPLACE SURFACE TREATMENT REMOVED BY TRENCHING (SOD, LANDSCAPE MULCH, SIDEWALK, ROADWAY, ETC) IN KIND. MATCH ALL EXISTING DEPTHS AND MATERIAL TYPES. SEAL ANY CONCRETE SAW CUT JOINTS WITH TYPE F1 JOINT FILLER MATERIAL PER APWA SECTION 32 13 73 (SIKAFLEX OR APPROVED EQUAL).
5. ANY VEGETATION, LANDSCAPING, OR IRRIGATION THAT IS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND BY CONTRACTOR.
6. REFER TO STRUCTURAL AND SIGNAGE DRAWINGS FOR SIGN AND POST INSTALLATION DETAILS.
7. CONFIRM SIGN ORIENTATION WITH UTA PRIOR TO INSTALLATION.
8. INSTALL JUNCTION BOX AT EACH SIGN LOCATION AND AS NEEDED FOR WIRE INSTALLATION. SEE JUNCTION BOX DETAIL.
9. INSTALL NETWORK CABLE IN A SEPARATE CONDUIT. REFER TO SIGN SPECIFICATIONS FOR CABLE REQUIREMENTS.
10. REFER TO SIGN SPECIFICATIONS FOR POWER REQUIREMENTS AND CONDUCTOR SIZING.
11. REFER TO PROJECT ENVIRONMENTAL DOCUMENT FOR EXCAVATION REQUIREMENTS. COORDINATE WITH UTA ENVIRONMENTAL, BUFFIE CHOURNOS, 801-287-3064.



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△	8/6/21	RFP ADDENDUM #1
REV	DATE	Description

Submitted By: \_\_\_\_\_

  
 UTA  
 UTAH TRANSIT AUTHORITY

Approved By: \_\_\_\_\_

Designed By: XX  
 Drawn By: XX  
 Checked By: XX  
 Approved By: XX

UTAH TRANSIT AUTHORITY  
 BUS FACILITIES  
 REAL TIME INFORMATION SIGNAGE  
 MURRAY CENTRAL STATION  
 5144 COTTONWOOD ST, MURRAY UT

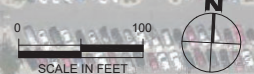
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SITE PHOTO



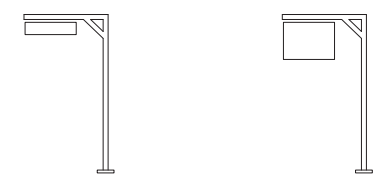
SITE PHOTO



PLAN

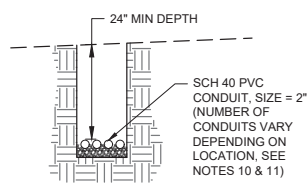
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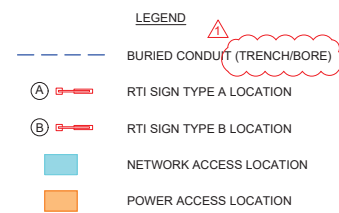


SIGN TYPE A - SMALL

SIGN TYPE B - LARGE



BURIED ELECTRICAL & NETWORK TRENCH/BORE DETAIL



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△	8/6/21	RFP ADDENDUM #1
REV	DATE	Description

Submitted By: \_\_\_\_\_

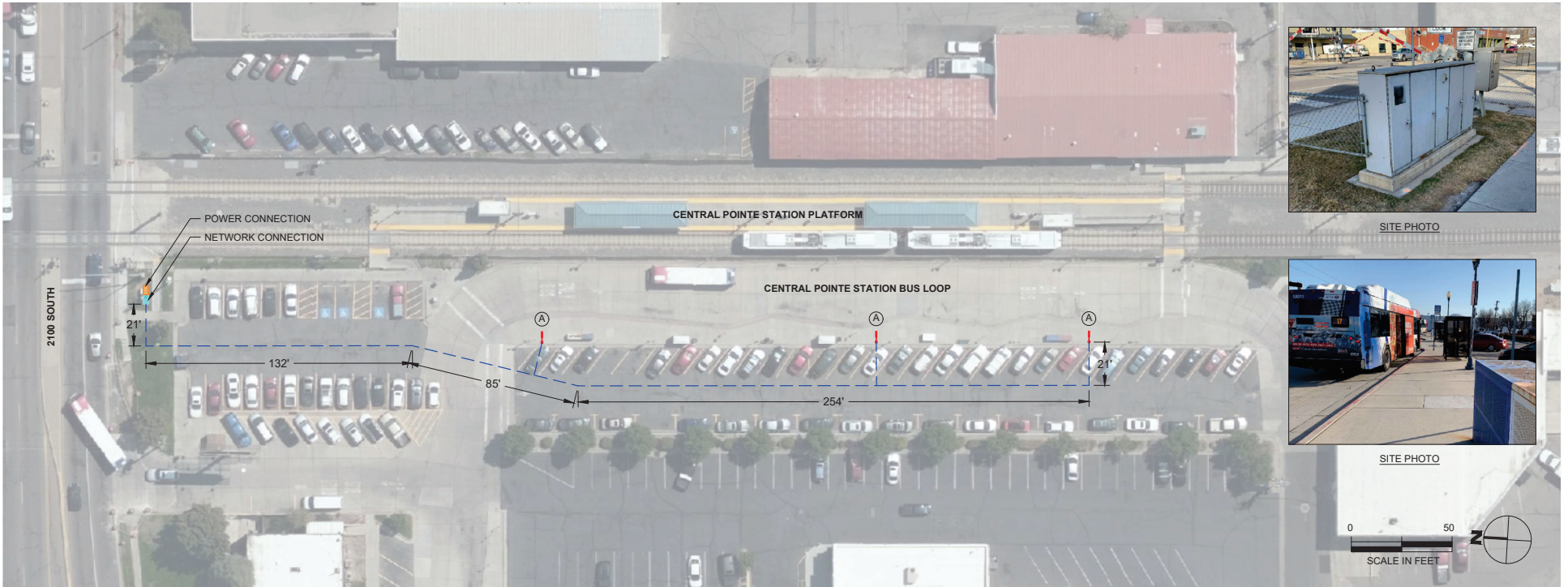
Approved By: \_\_\_\_\_



Designed By:	XX
Drawn By:	XX
Checked By:	XX
Approved By:	XX

UTAH TRANSIT AUTHORITY  
BUS FACILITIES  
REAL TIME INFORMATION SIGNAGE  
WEST VALLEY CENTRAL STATION  
2750 W 3590 S, WEST VALLEY CITY, UT

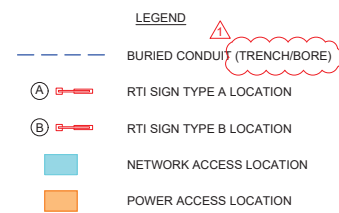
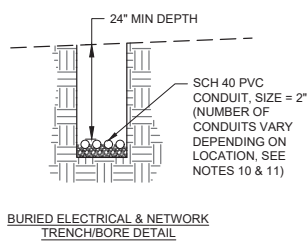
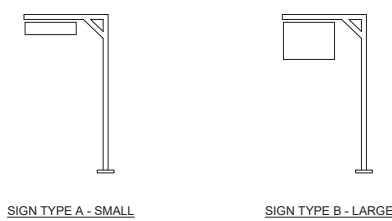
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PLAN

NOTES

1. ALL MEASUREMENTS OF EXISTING CONDITIONS ARE APPROXIMATE AND SHALL BE VERIFIED IN FIELD BY CONTRACTOR.
2. LOCATIONS OF EXISTING UTILITIES ARE UNKNOWN AND SHALL BE LOCATED (BLUE STAKED) BY CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION.
3. STOCKPILE AND REPLACE SOIL REMOVED DURING TRENCHING.
4. REPLACE SURFACE TREATMENT REMOVED BY TRENCHING (SOD, LANDSCAPE MULCH, SIDEWALK, ROADWAY, ETC) IN KIND. MATCH ALL EXISTING DEPTHS AND MATERIAL TYPES.
5. SEAL ANY CONCRETE SAW CUT JOINTS WITH TYPE F1 JOINT FILLER MATERIAL PER APWA SECTION 32 13 73 (SIKAFLEX OR APPROVED EQUAL).
6. ANY VEGETATION, LANDSCAPING, OR IRRIGATION THAT IS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND BY CONTRACTOR.
7. REFER TO STRUCTURAL AND SIGNAGE DRAWINGS FOR SIGN AND POST INSTALLATION DETAILS.
8. CONFIRM SIGN ORIENTATION WITH UTA PRIOR TO INSTALLATION.
9. INSTALL JUNCTION BOX AT EACH SIGN LOCATION AND AS NEEDED FOR WIRE INSTALLATION. SEE JUNCTION BOX DETAIL.
10. INSTALL NETWORK CABLE IN A SEPARATE CONDUIT. REFER TO SIGN SPECIFICATIONS FOR CABLE REQUIREMENTS.
11. REFER TO SIGN SPECIFICATIONS FOR POWER REQUIREMENTS AND CONDUCTOR SIZING.



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△	8/6/21	RFP ADDENDUM #1
REV	DATE	Description

Submitted By: \_\_\_\_\_

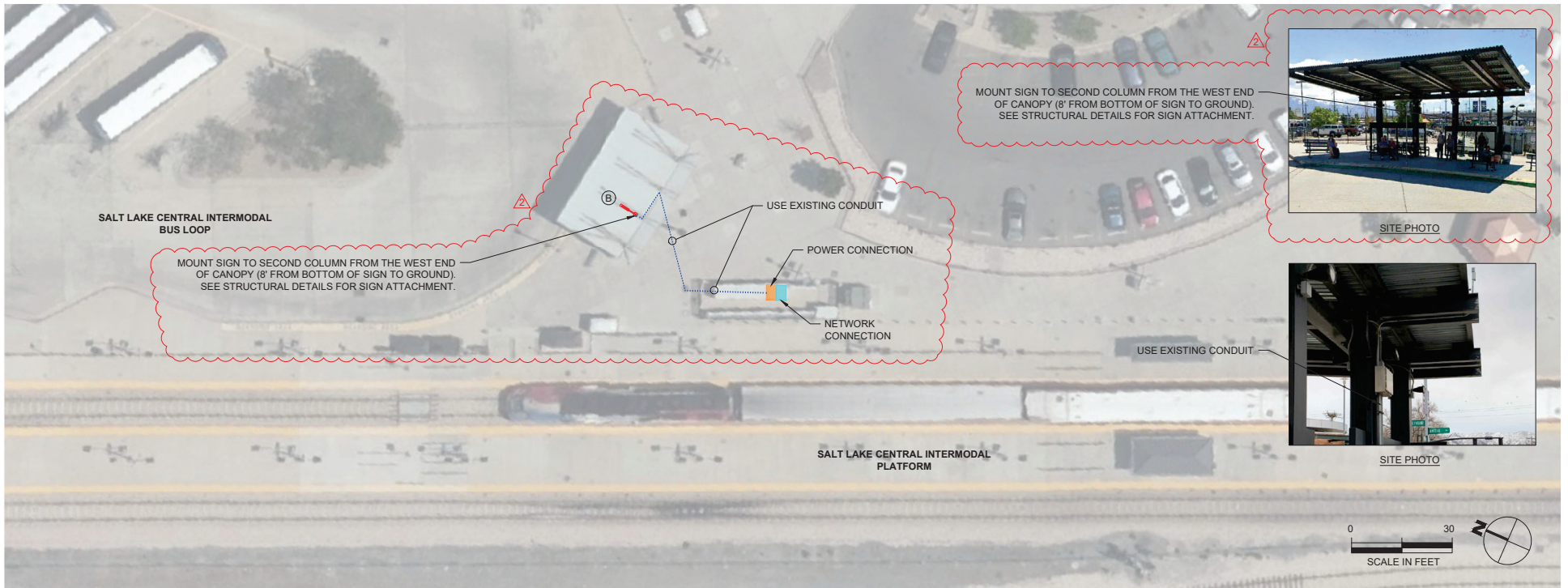
  
**UTA**  
 UTAH TRANSIT AUTHORITY

Approved By: \_\_\_\_\_

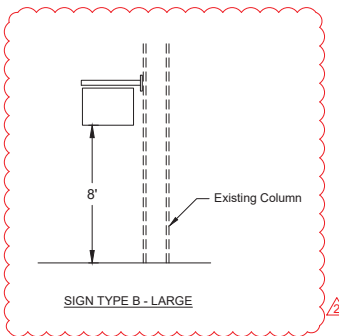
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Drawn By:	XX
Checked By:	XX
Approved By:	XX

UTAH TRANSIT AUTHORITY  
 BUS FACILITIES  
 REAL TIME INFORMATION SIGNAGE  
 CENTRAL POINTE STATION  
 221 W 2100 S, SALT LAKE CITY, UT

Scale:	
CADD Filename:	
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UTA Contract No.:	
Drawing No.:	Sheet No.:
	3



PLAN



LEGEND

- ..... EXISTING CONDUIT
- (A) RTI SIGN TYPE A LOCATION
- (B) RTI SIGN TYPE B LOCATION
- NETWORK ACCESS LOCATION
- POWER ACCESS LOCATION

NOTES

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8. CONFIRM SIGN ORIENTATION WITH UTA PRIOR TO INSTALLATION.
9. INSTALL JUNCTION BOX AT EACH SIGN LOCATION AND AS NEEDED FOR WIRE INSTALLATION. SEE JUNCTION BOX DETAIL.
10. COORDINATE SIGN FOUNDATION AND JUNCTION BOX PLACEMENT WITH UTA FACILITIES.
11. INSTALL NETWORK CABLE IN A SEPARATE CONDUIT. REFER TO SIGN SPECIFICATIONS FOR CABLE REQUIREMENTS.
12. REFER TO SIGN SPECIFICATIONS FOR POWER REQUIREMENTS AND CONDUCTOR SIZING.
13. REFER TO PROJECT ENVIRONMENTAL DOCUMENT FOR EXCAVATION REQUIREMENTS. COORDINATE WORK WITH UTA ENVIRONMENTAL, BUFFIE CHOURNOS, 801-287-3064.

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△	9/27/21	SIGN ATTACHMENT REVISION
△	8/6/21	RFP ADDENDUM #1
REV	DATE	Description

Submitted By: \_\_\_\_\_

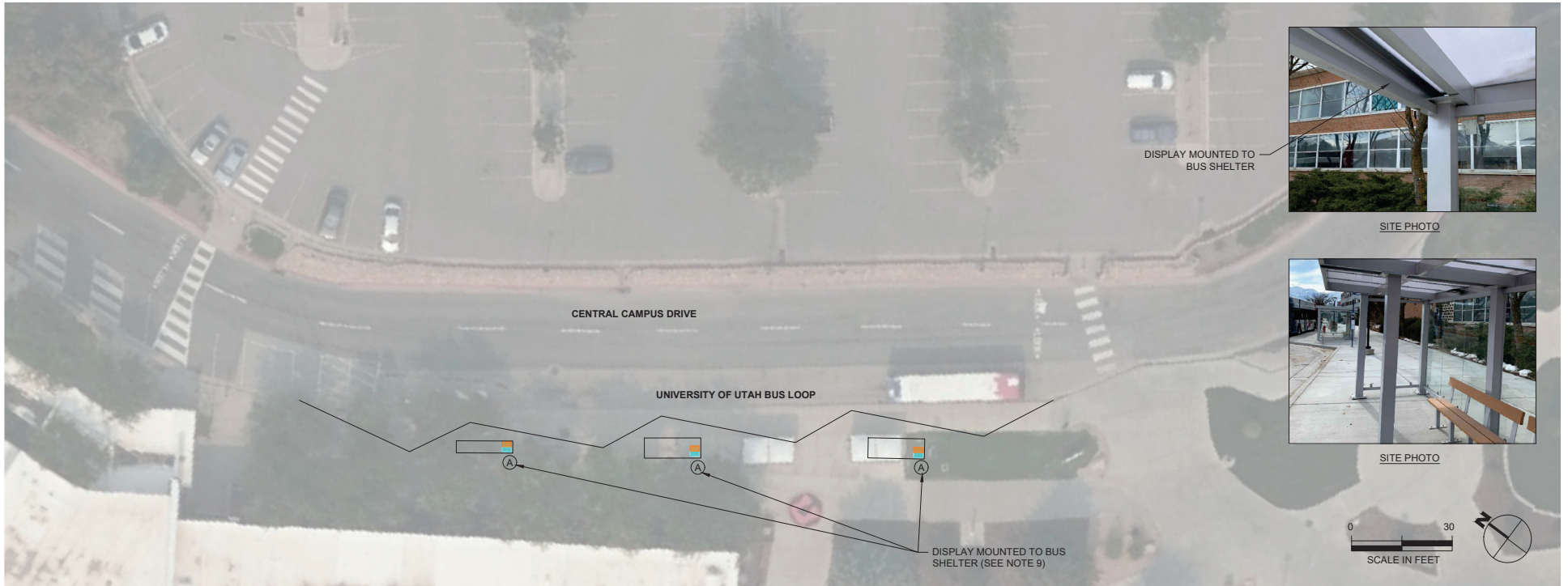
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Checked By:	XX
Approved By:	XX

UTAH TRANSIT AUTHORITY  
 BUS FACILITIES  
 REAL TIME INFORMATION SIGNAGE  
 SALT LAKE CENTRAL INTERMODAL  
 300 S 600 W, SALT LAKE CITY, UT

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Drawing No.:	Sheet No.:
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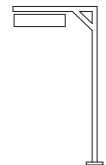
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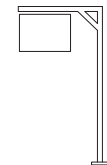
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5. SEAL ANY CONCRETE SAW CUT JOINTS WITH TYPE F1 JOINT FILLER MATERIAL PER APWA SECTION 32 13 73 (SIKAFLEX OR APPROVED EQUAL).
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7. REFER TO STRUCTURAL AND SIGNAGE DRAWINGS FOR SIGN AND POST INSTALLATION DETAILS.
8. CONFIRM SIGN ORIENTATION WITH UTA PRIOR TO INSTALLATION.
9. POWER & NETWORK CONDUIT STUBBED TO EXISTING SHELTERS. SEE PROJECT DOCUMENTS FOR CONDUIT & MOUNTING LOCATIONS.

LEGEND

- BURIED CONDUIT
- RTI SIGN TYPE A LOCATION
- RTI SIGN TYPE B LOCATION
- NETWORK ACCESS LOCATION
- POWER ACCESS LOCATION



SIGN TYPE A - SMALL



SIGN TYPE B - LARGE

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REV	DATE	Description

Submitted By: \_\_\_\_\_

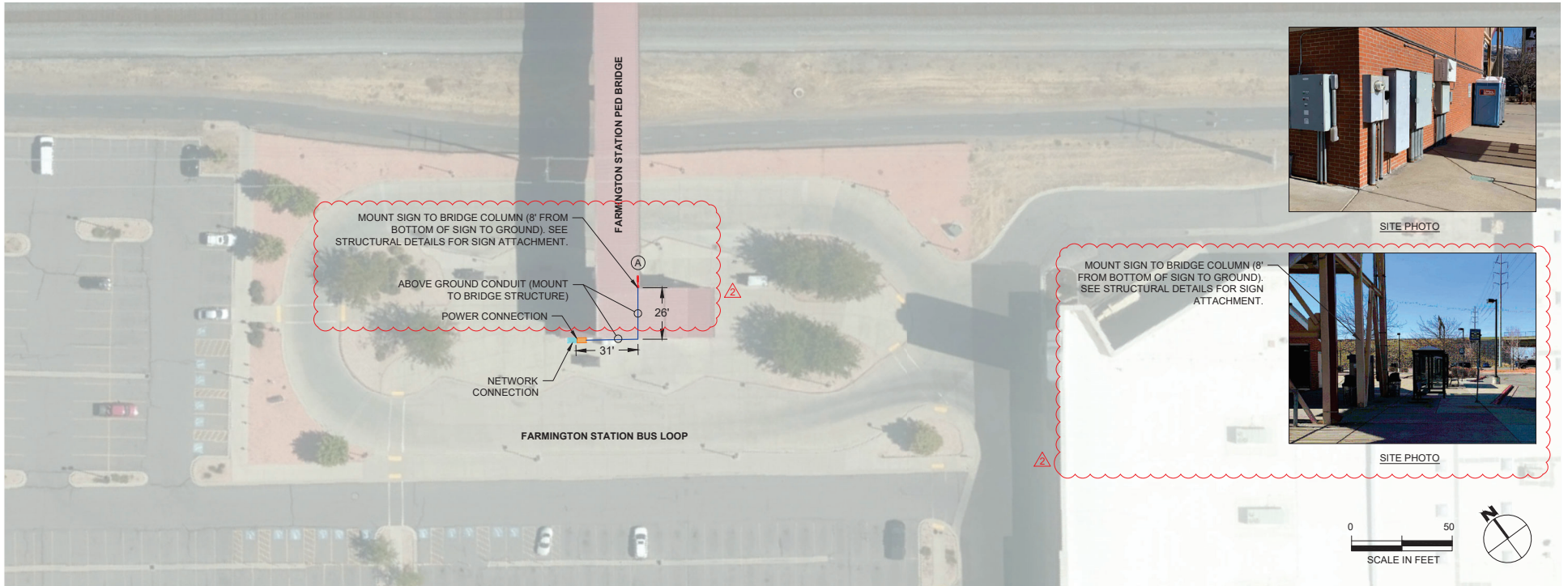


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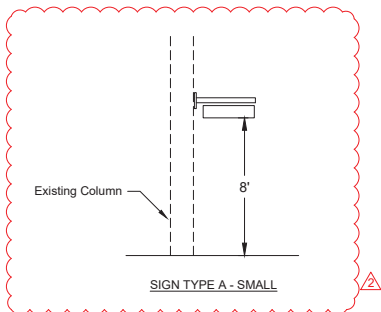
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Drawn By:	XX
Checked By:	XX
Approved By:	XX

UTAH TRANSIT AUTHORITY  
BUS FACILITIES  
REAL TIME INFORMATION SIGNAGE  
UNIVERSITY OF UTAH BUS LOOP  
200 S CENTRAL CAMPUS DR, SALT LAKE CITY, UT

Scale:	
CADD Filename:	
Submital Date:	
UTA Contract No.:	
Drawing No.:	Sheet No.:
	5



PLAN



- LEGEND**
- BURIED CONDUIT (TRENCH/BORE)
  - ABOVE GROUND CONDUIT
  - A RTI SIGN TYPE A LOCATION
  - B RTI SIGN TYPE B LOCATION
  - NETWORK ACCESS LOCATION
  - POWER ACCESS LOCATION

**NOTES**

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9. INSTALL JUNCTION BOX AT EACH SIGN LOCATION AND AS NEEDED FOR WIRE INSTALLATION. SEE JUNCTION BOX DETAIL.
10. COORDINATE SIGN FOUNDATION AND JUNCTION BOX PLACEMENT WITH UTA FACILITIES. RUN CONDUIT ABOVE GROUND ALONG BRIDGE STRUCTURE.
11. INSTALL NETWORK CABLE IN A SEPARATE CONDUIT. REFER TO SIGN SPECIFICATIONS FOR CABLE REQUIREMENTS.
12. REFER TO SIGN SPECIFICATIONS FOR POWER REQUIREMENTS AND CONDUCTOR SIZING.

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▲	9/27/21	SIGN ATTACHMENT REVISION
▲	8/6/21	RFP ADDENDUM #1
REV	DATE	Description

Submitted By: \_\_\_\_\_

Approved By: \_\_\_\_\_

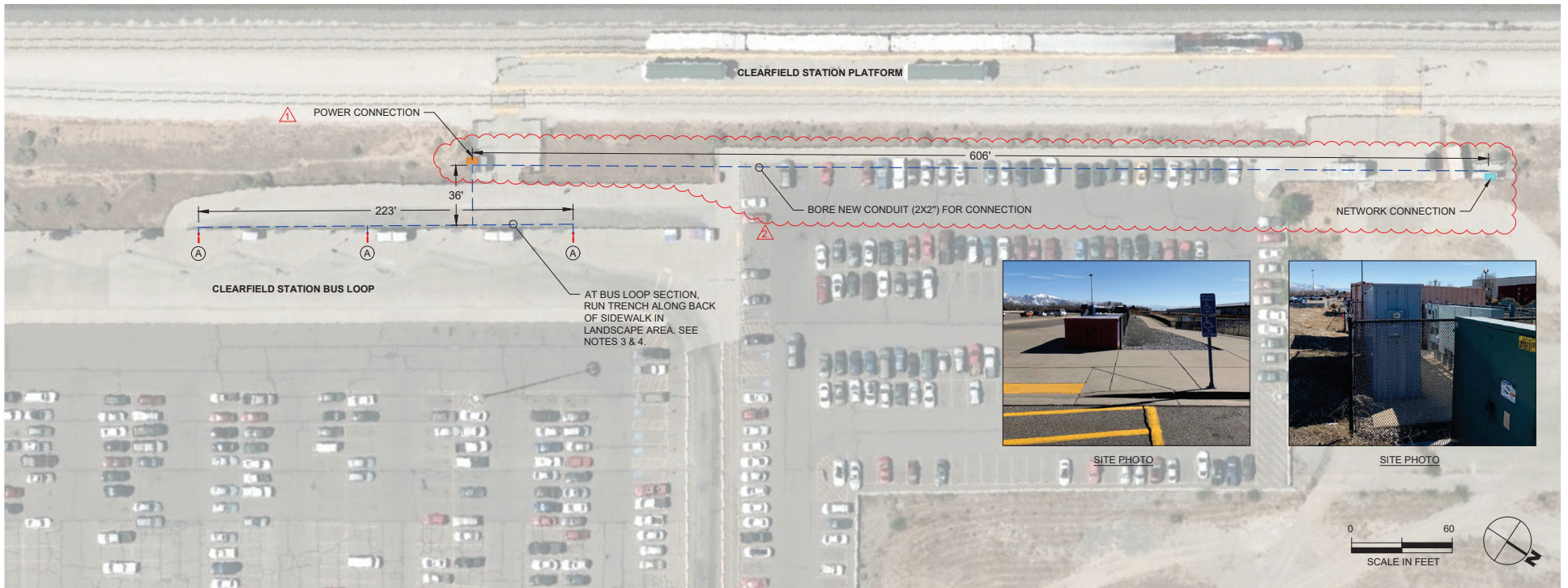


**UTAH TRANSIT AUTHORITY**

Designed By:	XX
Drawn By:	XX
Checked By:	XX
Approved By:	XX

**UTAH TRANSIT AUTHORITY**  
**BUS FACILITIES**  
**REAL TIME INFORMATION SIGNAGE**  
**FARMINGTON STATION**  
**450 N 850 W, FARMINGTON, UT**

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Submittal Date:	
UTA Contract No.:	
Drawing No.:	Sheet No.:
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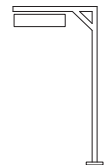
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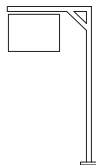
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LEGEND

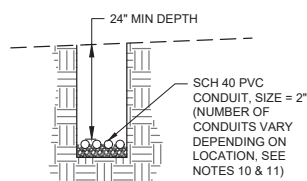
- ..... EXISTING CONDUIT
- BURIED CONDUIT (TRENCH/BORE)
- (A) RTI SIGN TYPE A LOCATION
- (B) RTI SIGN TYPE B LOCATION
- NETWORK ACCESS LOCATION
- POWER ACCESS LOCATION



SIGN TYPE A - SMALL



SIGN TYPE B - LARGE



BURIED ELECTRICAL & NETWORK TRENCH/BORE DETAIL

REV	DATE	Description
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△	9/27/21	SIGN ATTACHMENT REVISION
△	8/6/21	RFP ADDENDUM #1

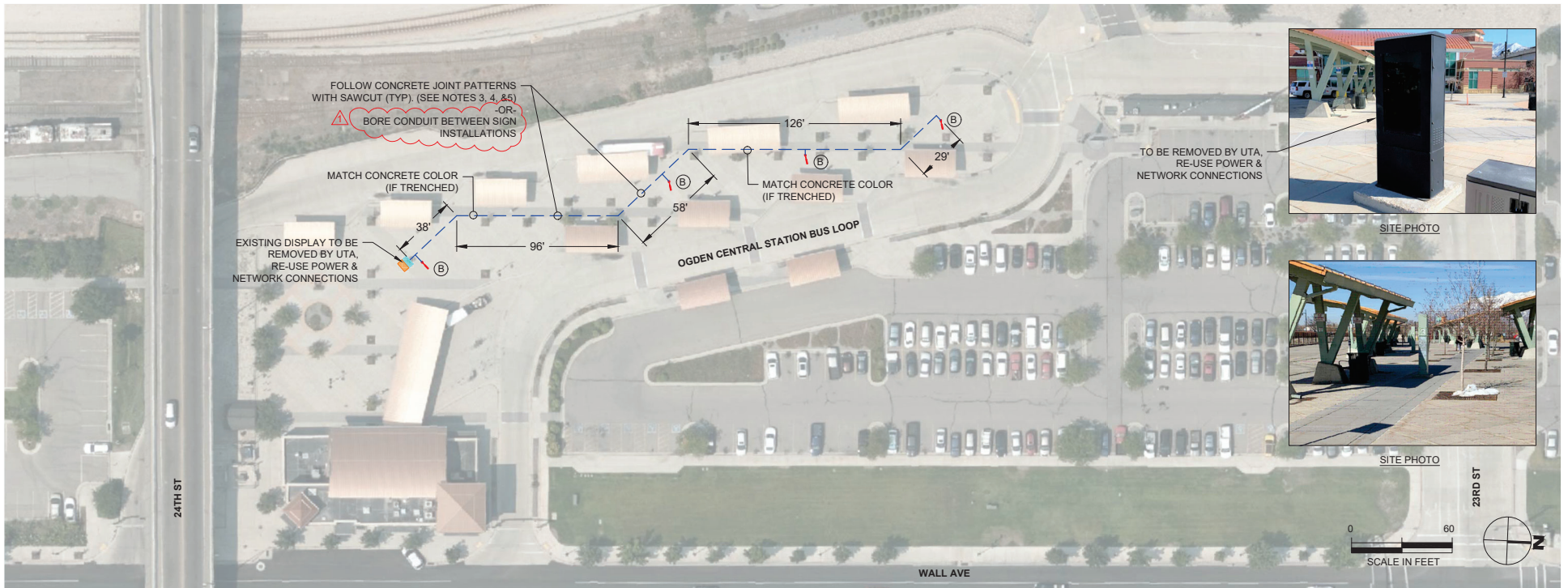
Submitted By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Designed By:	XX
Drawn By:	XX
Checked By:	XX
Approved By:	XX

UTAH TRANSIT AUTHORITY  
 BUS FACILITIES  
 REAL TIME INFORMATION SIGNAGE  
 CLEARFIELD STATION  
 1250 S STATE ST, CLEARFIELD, UT

Scale:	
CADD Filename:	
Submittal Date:	
UTA Contract No.:	
Drawing No.:	Sheet No.:
	7



SITE PHOTO



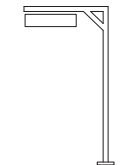
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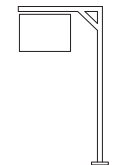
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NOTES

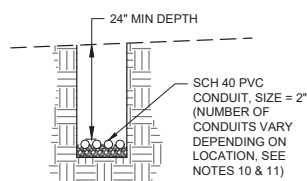
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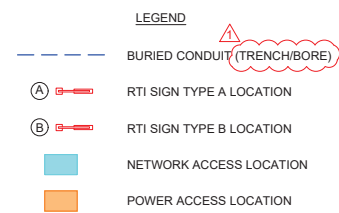
SIGN TYPE A - SMALL



SIGN TYPE B - LARGE



BURIED ELECTRICAL & NETWORK TRENCH/BORE DETAIL



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△	8/6/21	RFP ADDENDUM #1
REV	DATE	Description

Submitted By: \_\_\_\_\_

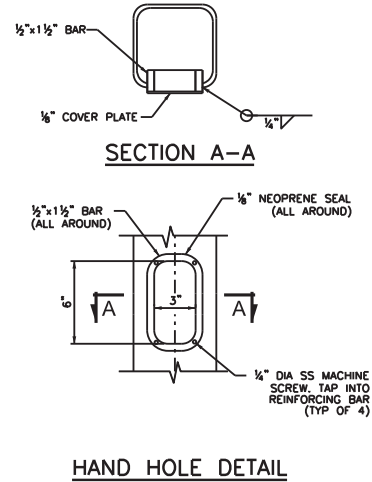
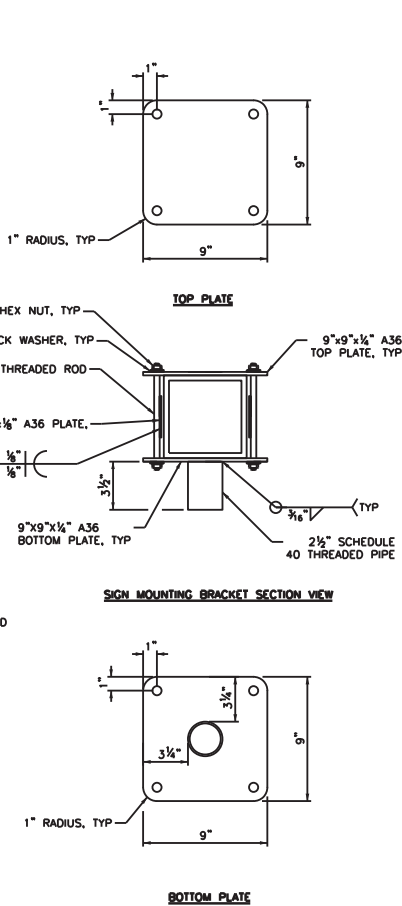
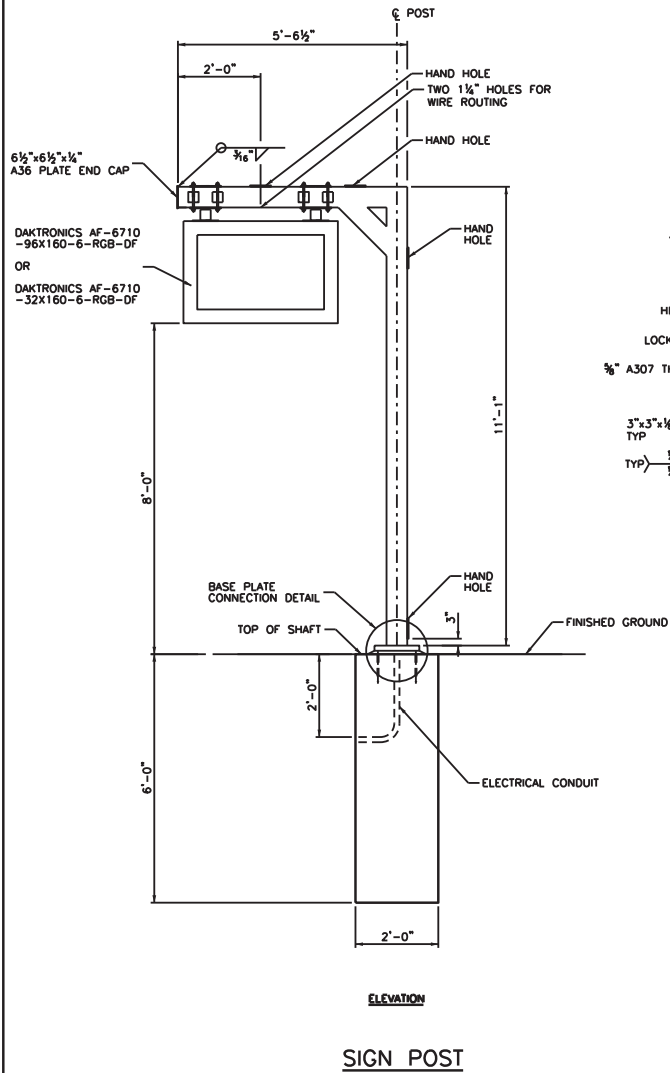
Approved By: \_\_\_\_\_



Designed By:	XX
Drawn By:	XX
Checked By:	XX
Approved By:	XX

UTAH TRANSIT AUTHORITY  
BUS FACILITIES  
REAL TIME INFORMATION SIGNAGE  
OGDEN CENTRAL STATION  
2350 WALL AVE, OGDEN, UT

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Submital Date:	
UTA Contract No.:	
Drawing No.:	Sheet No.:
	8



**DESIGN DATA**

LOADING IN ACCORDANCE WITH AASHTO LRFD STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, 6th EDITION.

WIND LOAD:	55 PSF
DEAD LOAD:	300 LBS MAX
SIGN BOX:	4'-0" x 2'-6" MAX SIGN SIZE
LIVE LOAD:	200 LBS
USE FATIGUE CATEGORY III	
STRUCTURAL STEEL:	F <sub>y</sub> = 36 KSI (PLATES) F <sub>y</sub> = 46 ksi (HSS SHAPE)
REINFORCING STEEL:	GR. 60
CAST-IN-PLACE CONCRETE:	f'c = 4.0 KSI

**NOTES**

- WELD ACCORDING TO THE CURRENT EDITION OF THE ANSI/AWS D1.1 STRUCTURAL WELDING CODE (STEEL).
- GALVANIZE ALL NUTS, BOLTS AND WASHERS ACCORDING TO ASTM F2329.
- GALVANIZE ALL OTHER STEEL ITEMS ACCORDING TO ASTM A123 AND PROVIDE DRAIN HOLES AS REQUIRED.
- POWDER COAT ALL EXPOSED SURFACES, INCLUDING ANCHOR BOLTS AND BOLTING HARDWARE, ACCORDING TO ASTM D7803. UTA WILL SPECIFY FINISH COLOR.
- SUBMIT SHOP DRAWINGS FOR ALL SIGN POSTS AND MOUNTING ARMS TO THE ENGINEER FOR APPROVAL.
- ELECTRICIAN WILL SELECT CONDUIT SIZE.

REV	DATE	Description

Submitted By: \_\_\_\_\_

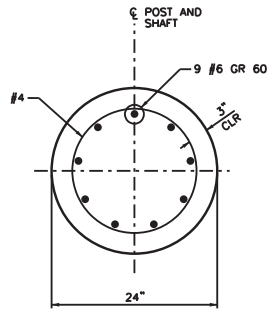
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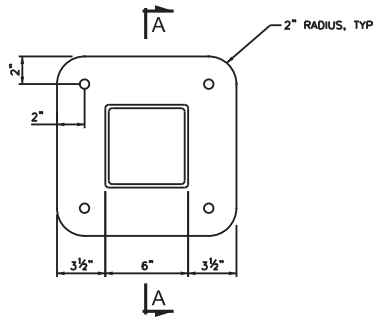
Designed By:  
R. TEGATZ  
Drawn By:  
A. ALLJAGIC  
Checked By:  
C. VANEK  
Approved By:

SIGN POST DETAILS 1 OF 2

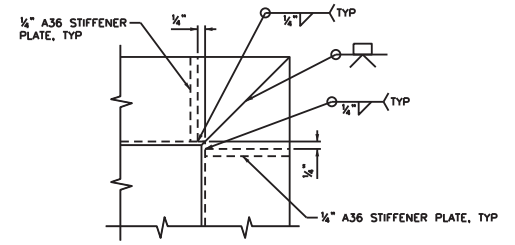
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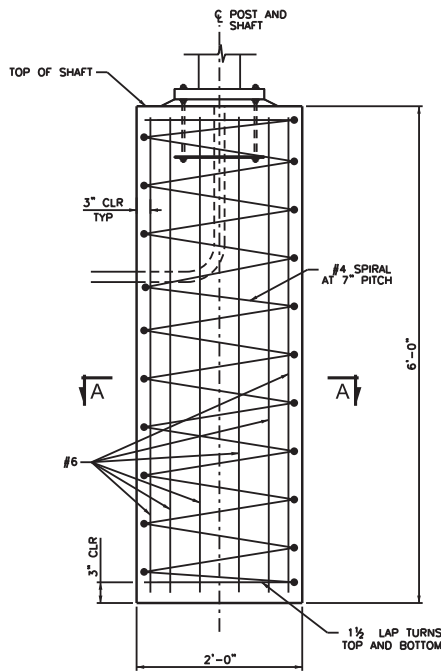
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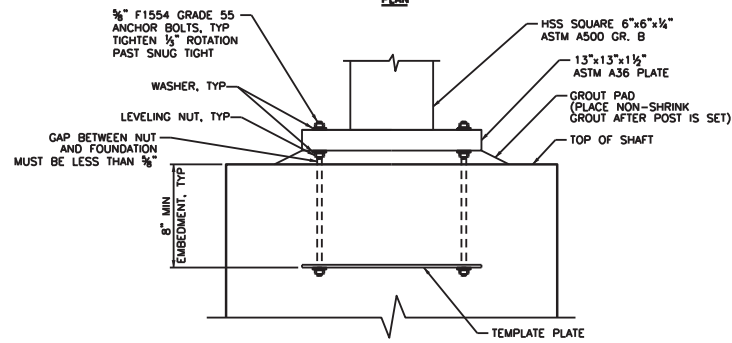
PLAN



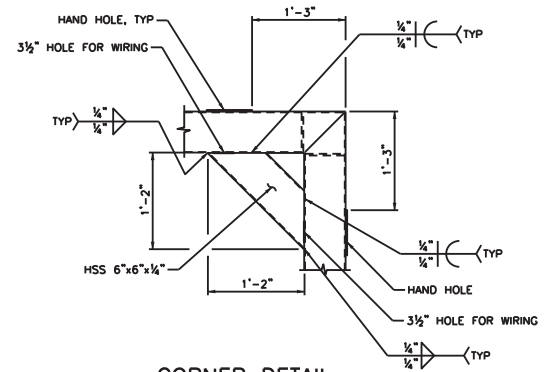
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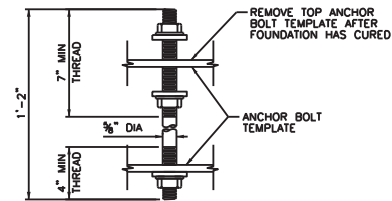
SIGN FOUNDATION



BASE PLATE CONNECTION DETAIL



CORNER DETAIL



ANCHOR BOLT

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△		
△		
REV	DATE	Description

Submitted By: _____
Approved By: _____

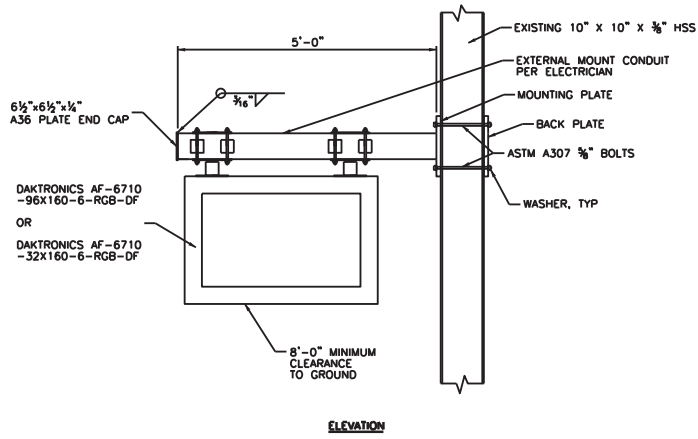
**UTA**

UTAH TRANSIT AUTHORITY

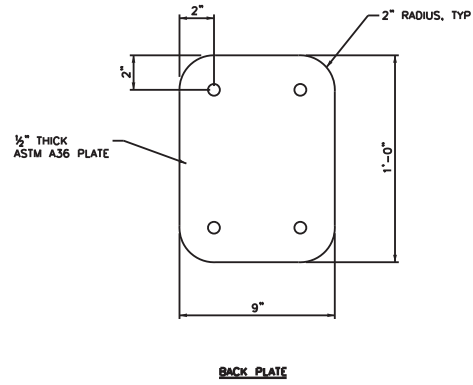
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Drawn By: A. ALJAGIC
Checked By: C. VANEK
Approved By:

SIGN POST DETAILS 2 OF 2

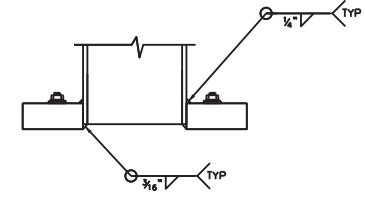
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ELEVATION

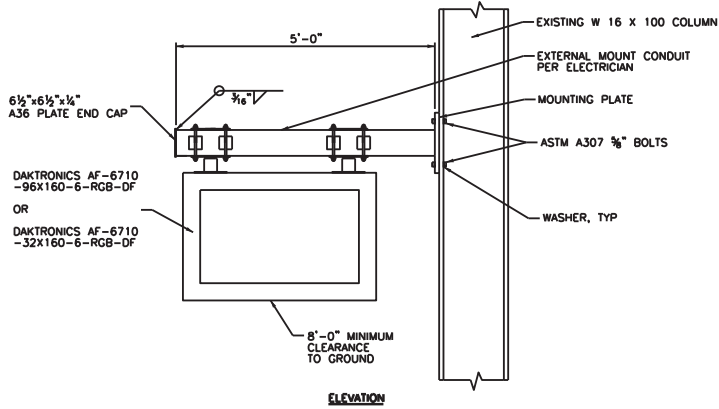


BACK PLATE

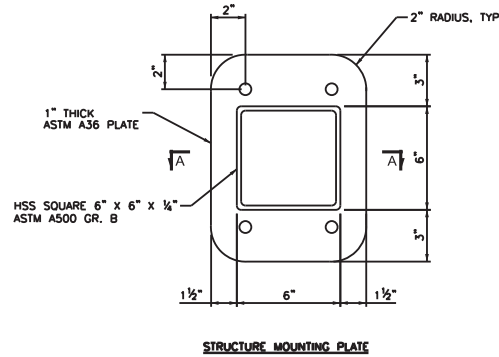


SECTION A-A

FARMINGTON SIGN STRUCTURE MOUNTING ARM



ELEVATION



STRUCTURE MOUNTING PLATE

SALT LAKE CENTRAL SIGN STRUCTURE MOUNTING ARM

△		
△		
△		
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REV	DATE	Description

Submitted By: \_\_\_\_\_

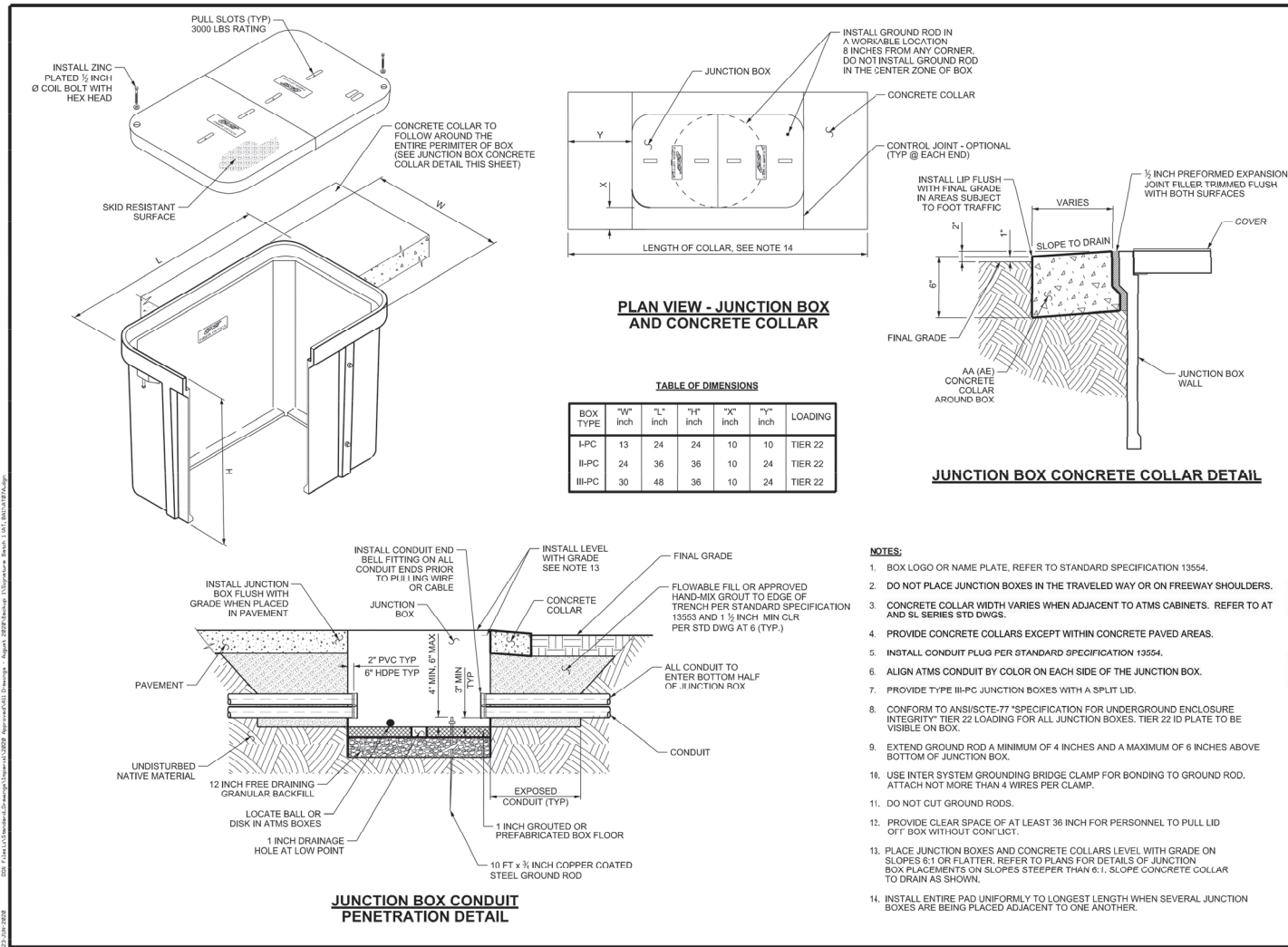
Approved By: \_\_\_\_\_



Designed By:  
R. TEGATZ  
Drawn By:  
A. ALLJAGIC  
Checked By:  
C. VANEK  
Approved By:

SIGN MOUNTING ARM DETAILS 1 OF 1

Scale:	
CADD Filename: NONE	
Submitor Date:	
UTA Contract No.:	
Drawing No.:	Sheet No.:
XX-XX	11



UTAH DEPARTMENT OF TRANSPORTATION  
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION  
SALT LAKE CITY, UTAH

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

DATE: AUGUST 2020  
DATE: AUGUST 2020  
DATE: AUGUST 2020

STANDARD DRAWING TITLE  
**POLYMER CONCRETE JUNCTION BOX DETAILS**

STD. DWG. NO.  
**AT 7A**

MAX. ADDED OPTIONAL TO CONCRETE COLLAR DETAIL

REFERENCE DRAWING

△		
△		
△		
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△		
REV	DATE	Description

Submitted By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Designed By: XX

Drawn By: XX

Checked By: XX

Approved By: XX

UTAH TRANSIT AUTHORITY  
BUS FACILITIES  
REAL TIME INFORMATION SIGNAGE  
JUNCTION BOX DETAIL

Scale:	
CADD Filename:	
Submitted Date:	
UTA Contract No.:	
Drawing No.:	Sheet No.:
	12



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 11/10/2021

---

**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** William Greene, Chief Financial Officer

**TITLE:**

---

**Contract: Pass Through Funding Agreement - 2021 State Legislature Funding for System Improvements (Utah Department of Transportation)**

**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve the agreement with UDOT to fund \$101,600,000 in system improvements. This funding was approved by the 2021 Utah State Legislature

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**BACKGROUND:**

The 2021 Utah State Legislature, through House Bill 433, lines 598 to 605, subsequently modified by House Bill 1008, lines 97 to 104, allocated \$101,600,000 from the General Fund for the following UTA capital projects:

- \$68,000,000 to double track strategic sections of FrontRunner commuter rail system
- \$12,000,000 for construction and improvements to the S-line street car facilities in Salt Lake City
- \$11,000,000 for bus rapid transit in the Salt Lake Midvalley area
- \$5,000,000 for an environmental study at the point of the mountain area
- \$4,000,000 for UTA and Sharp-Tintic railroad consolidation project
- \$1,600,000 for a rail station in Vineyard City

Utah Code Section 63J-1-220(2) mandates that UDOT may not provide UTA with state pass through funding unless an agreement is executed.

---

**DISCUSSION:**

The attached agreement (Exhibit A) details the terms of the agreement including the objective, payment schedule, key activities, budget and deliverables, limitations, and roles of the parties to the agreement.

Upon execution of the agreement, UDOT commits to make four (4) equal payments to UTA.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Utah Department of Transportation
<b>Contract Number:</b>	21-P00134
<b>Base Contract Effective Dates:</b>	November 10, 2021 through July 1, 2022
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Amount Contract Value:</b>	\$101,600,000
<b>Procurement Method:</b>	Pass through funds agreement
<b>Funding Sources:</b>	State of Utah General Funds

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**ALTERNATIVES:**

Not accept the payment from UDOT. UTA would be unable to undertake all of these projects without this funding.

---

**FISCAL IMPACT:**

These funds are a critical revenue source in UTA's Capital Budget and the 2022-2026 5-Year Capital Plan.

---

**ATTACHMENTS:**

Contract

## PASS THROUGH FUNDS AGREEMENT

**THIS PASS THROUGH FUNDS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, 2021 between the Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Utah Transit Authority (“UTA”), a large public transit district.

### RECITALS

**WHEREAS**, pursuant to 2021 HB 433, lines 598 to 605, Utah Code Section 63B-31101(4)(a), subsequently modified by 2021 HB 1008, lines 97 to 104, the Utah State Legislature allocated the following funds (“Funds”) (for UDOT’s administration) from the General Fund: \$68,000,000 to double track strategic sections of FrontRunner commuter rail system; \$12,000,000 for construction and improvements to the S-line street car facilities in Salt Lake City; \$11,000,000 for bus rapid transit in the Salt Lake midvalley area; \$5,000,000 for an environmental study at the point of the mountain area; \$4,000,000 for UTA and Sharp-Tintic railroad consolidation project; and \$1,600,000 for a rail station in Vineyard City for a total of \$101,600,000.

**WHEREAS**, Utah Code Section 63J-1-220(2) mandates that UDOT may not provide UTA with state pass through funding unless an agreement is executed. In addition, such agreement must require UTA to provide a written description and itemized report at least annually detailing the expenditure of the Funds, or the intended expenditure of any Funds that have not been spent, and a final written itemized report when all the Funds are spent; and

**WHEREAS**, Utah Code Section 63J-1-903 requires specific performance measures for the funds that are spent to meet UDOT’s reporting obligations to the Governor’s Office of Management and Budget and the Office of Legislative Fiscal Analyst.

### AGREEMENT

**THEREFORE**, in consideration of the foregoing recitals (which by this reference are incorporated herein) and the mutual promises set forth herein, the parties hereto agree as follows:

1. Objective and Payment Schedule. UTA will use the Funds appropriated on its behalf for the purposes stated in this Agreement. UDOT will transfer the Funds to the UTA in the following manner: UDOT will pay the Funds to UTA in four quarterly installments during the state of Utah’s 2021-2022 fiscal year. Each installment will total \$25,400,000. UDOT will pay the four installments to UTA by making a payment within 30 days of each of the following dates: November 15th, December 1<sup>st</sup>, March 1<sup>st</sup>, and June 1<sup>st</sup>. The total amount of all four quarterly installments will be \$101,600,000.

2. Key Activities. UTA will use the Funds as described in this Agreement to meet the following performance measures:

- a. Eighty percent of the projects will have executed contracts for environmental or design work, where applicable, by July 1, 2022 for projects receiving the Funds.
- b. UTA will provide to UDOT a written report of the status of all projects by no later than June 30, 2022, and will provide other reports as stated in this Agreement.
- c. The Funds allows for nine new transit projects to be delivered. It is important that UTA delivers these projects quickly as reasonably possible to provide benefits to the public and allow for the economic benefits for the increased work.

3. Budget and Deliverables. UTA will maintain documents that show all projected and actual spending for the activities described herein, including all funding sources and itemized project costs. UTA agrees that from time-to-time UTA (and UDOT) may be responsible to submit reports or respond to inquiries for the Utah State Legislature and the Utah Governor's Office, and to comply with other reporting rules or audit requirements in connection with the Funds. UTA will promptly respond to UDOT's reasonable requests for information concerning the Funds. Upon spending all of the Total Funds, UTA will provide UDOT with a final written itemized report detailing where the Funds have been spent and also showing all funding sources and total project costs. For all Funds that are not spent during the state's FY 2021-2022, UTA will provide a written description and an itemized report at least annually detailing the expenditure of the Funds, or the intended expenditure of any Funds that have not been spent and will provide the final written itemized report described above upon exhausting the Funds. Reporting requirements are further described in Exhibit A attached hereto and made a part hereof.

4. Limitation. UTA agrees that it will only spend the Funds for the purposes and related activities that are expressly described this Agreement. If UTA misapplies any Funds, it shall promptly notify UDOT and remove such expenditure from the budget so such expenditure is not paid by the Funds. If UTA fails to correct any misapplication of the Funds within 30 days of discovering such misapplication, UTA agrees that it shall no longer have the right to possess the Funds and that all unspent and misapplied Funds shall at that time be immediately due and payable to UDOT so UDOT can return them to the state of Utah in the manner determined by the Utah Governor's Office or the Utah State Legislature. In that case, UTA and UDOT would work out a mutual agreement on the amount of misspent funds and the method and timing of repayment.

5. UDOT's Role. UTA agrees that UDOT is a pass-through administrator only for the Funds and that UDOT does not have any role in the use of the Funds. UDOT is not entitled to any type of handling or administrative fee for its role as a pass-through entity. UTA agrees that UDOT shall not be liable for any claim or cost, of any kind whatsoever, in connection with the Funds, and UTA hereby releases UDOT from all of the same, regardless of when the same may arise. UTA further agrees to indemnify, hold harmless and defend UDOT from any claim or cost, of any kind whatsoever, in connection with the Funds, except to the degree caused by UDOT's negligence or malfeasance. This indemnity obligation shall not be construed to violate Utah's Governmental Immunity Act to the extent that such Act is applicable to a claim or cost. UDOT

has all remedies available by law in addition to those stated in this Agreement, and UDOT's remedies are not limited by the terms of this Agreement.

6. Further Assurances. Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either party, and either party may notify the other party of a need for such further acts.

7. Modifications. The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a written document signed by an authorized individual representing each of the respective parties.

8. Miscellaneous. This Agreement is binding upon and inures to the benefit of the parties and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party's prior written consent, and any such attempted assignment, transfer or delegation is void. The parties agree to work cooperatively and in good faith. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party's chief financial officer using a manner that can reasonably assure a timely and accurate delivery. This Agreement does not create any partnership, joint venture, or agency relationship.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written.

10. Signatures. Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

UTAH TRANSIT AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

UTAH TRANSIT AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

*Michael L. Bell*

\_\_\_\_\_  
Assistant Attorney General  
UTA Legal Counsel

UTAH DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

1. **Performance Measures.** The Parties agree that Funds will be applied to an approved scope of work for the project described in this Agreement and that the work will meet the performance measures provided by the recipient of the Funds.
  
2. **Public Funds Compliance.** The recipient of the Funds shall comply with applicable state statutes on the reporting and expenditure of public funds. In particular, Utah Code Annotated 63J-1-220(2)(b) requires recipients to provide UDOT with reports as provided therein and in this Agreement. The recipient of the Funds shall provide regular update reports to UDOT as frequently as UDOT may reasonably direct (but not more frequently than once each quarter). Each year, on the Friday at the end of the last full week of April, the recipient of the Funds will provide an annual report to UDOT that includes, at a minimum, the following (in the order specified):
  - a. An itemized account of amounts spent and the dates when spent (noting any items outside the approved scope of work, if any). The account will include all sources of funding and a statement of all remaining unspent Funds. This information is used to assess accuracy.
  - b. The projected spending that will be incurred before the applicable fiscal year's end (June 30 of each year).
  - c. The difference between the appropriated amount of Funds and the actual amount used.
  - d. A brief explanation of why the Funds were requested or granted, and how Fund expenditures solved or were expected to solve or ameliorate an issue.
  - e. An assessment of implementation which includes: (i) what month and year the project, program, or bill was fully implemented; (ii) whether the project or program encountered any factors that caused a delay in implementation and an explanation of those factors; and (iii) whether the project or program encountered any factors that caused a change in scope and an explanation of those factors
  - f. An assessment of performance which includes: (i) how the success of the project or program is being measured, and (ii) how successful the project or program has been according to those metrics.
  - g. Upcoming project milestone dates and the anticipated date of project completion.
  
3. **Final Report.** Within thirty (30) days after all Funds have been expended, the recipient of the Funds shall submit a Final Report to UDOT. The Final Report must address the following:
  - a. Each topic outlined in the scope of work.
  - b. The information required under Exhibit A, paragraph 2.
  - c. The date when the project or program was completed.

4. **Certification.** For all information submitted, the recipient of the Funds must certify that it has provided accurate information and used the funds as required by this Agreement.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 11/10/2021

---

**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** William Greene, Chief Financial Officer

**TITLE:**

---

**Contract: Pass Through Funding Agreement - Depot District 2022 Funding (Utah Department of Transportation)**

**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve the Agreement to pass through \$500,000 from UDOT to fund the Depot District Project at UTA

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**BACKGROUND:**

In Senate Bill 3, Item 169, the 2021 Utah State Legislature allocated a one-time total of \$500,000 from the state's General Fund to support construction of UTA's Depot District project.

Utah Code Section 63J-1-220(2) mandates that UDOT may not provide UTA with state pass through funding unless an agreement is executed.

---

**DISCUSSION:**

The attached agreement (Exhibit A) details the terms of the agreement including the objective, payment schedule, key activities, budget and deliverables and roles of the parties to the agreement.

Upon execution of the agreement, UDOT commits to make four (4) equal payments to UTA on a quarterly basis.

---

**CONTRACT SUMMARY:**

**Contractor Name:** Utah Department of Transportation  
**Contract Number:** 21-P00135  
**Base Contract Effective Dates:** November 10, 2021 - June 30, 2022  
**Extended Contract Dates:** N/A  
**Existing Contract Value:** N/A  
**Amendment Amount:** N/A  
**New/Total Amount Contract Value:** \$500,000  
**Procurement Method:** Pass Through Funds Agreement  
**Funding Sources:** State General Fund

---

**ALTERNATIVES:**

Not accept the funds from the State.

---

**FISCAL IMPACT:**

These funds support the completion of the Depot District Project.

---

**ATTACHMENTS:**

Contract

## PASS THROUGH FUNDS AGREEMENT

**THIS PASS THROUGH FUNDS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, 2021 between the Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Utah Transit Authority (“UTA”), a large public transit district.

### RECITALS

**WHEREAS**, under 2021 SB3, Item 169, the Utah State Legislature allocated (for UDOT’s administration) a one-time total of \$500,000 (“Funds”) from the state’s General Fund; and

**WHEREAS**, Utah Code Section 63J-1-220(2) mandates that UDOT may not provide UTA with state pass through funding unless an agreement is executed. In addition, such agreement must require UTA to provide a written description and itemized report at least annually detailing the expenditure of the Funds, or the intended expenditure of any Funds that have not been spent, and a final written itemized report when all the Funds are spent; and

**WHEREAS**, Utah Code Section 63J-1-903 requires specific performance measures for the funds that are spent to meet UDOT’s reporting obligations to the Governor’s Office of Management and Budget and the Office of Legislative Fiscal Analyst.

### AGREEMENT

**THEREFORE**, in consideration of the foregoing recitals (which by this reference are incorporated herein) and the mutual promises set forth herein, the parties hereto agree as follows:

1. Objective and Payment Schedule. UTA will use the Funds appropriated on its behalf for the purposes stated in this Agreement. UDOT will transfer the Funds to the UTA in the following manner: UDOT will pay the Funds to UTA in four quarterly installments during the state of Utah’s 2021-2022 fiscal year. Each installment will total \$125,000. UDOT will pay the four installments to UTA by making a payment within 30 days of each of the following dates: November 15<sup>th</sup>, December 1<sup>st</sup>, March 1<sup>st</sup>, and June 1<sup>st</sup>. The total amount of all four quarterly installments will be \$500,000.

2. Key Activities. UTA will use the Funds as described in this Agreement to meet the following performance measures:

- a. UTA will obligate 100% of the Funds by no later than June 30, 2022.
- b. The Funds will be combined with the ongoing appropriation of \$1,913,700 to support construction of a bus maintenance and operations administration building with additional utility and site work to support the building. The project will replace the 45-year-old Central Bus Garage, which is fast approaching the end of its useful life. The project includes a new bus maintenance shop, bus wash, administrative offices, and bus parking, and canopies.

- c. UTA will provide to UDOT a written report of the status of the above-described project by no later than June 30, 2022, and will provide other reports as stated in this Agreement.

3. Budget and Deliverables. UTA will maintain documents that show all projected and actual spending for the activities described herein, including all funding sources and itemized project costs. UTA agrees that from time-to-time UTA (and UDOT) may be responsible to submit reports or respond to inquiries for the Utah State Legislature and the Utah Governor's Office, and to comply with other reporting rules or audit requirements in connection with the Funds. UTA will promptly respond to UDOT's reasonable requests for information concerning the Funds. Upon final expenditure of all Funds, UTA will provide UDOT with a final written itemized report detailing where the Funds have been spent and also showing all funding sources and total project costs. Reporting requirements are further described in Exhibit A attached hereto and made a part hereof.

4. Limitation. UTA agrees that it will only spend the Funds for the purposes and related activities that are expressly described this Agreement. If UTA misapplies any Funds, it shall promptly notify UDOT and remove such expenditure from the budget so such expenditure is not paid by the Funds. If UTA fails to correct any misapplication of the Funds within 30 days of discovering such misapplication, UTA agrees that it shall no longer have the right to possess the Funds and that all unspent and misapplied Funds shall at that time be immediately due and payable to UDOT so UDOT can return them to the state of Utah in the manner determined by the Utah Governor's Office or the Utah State Legislature. In that case, UTA and UDOT would work out a mutual agreement on the amount of misspent funds and the method and timing of payment.

5. UDOT's Role. UTA agrees that UDOT is a pass-through administrator only for the Funds and that UDOT does not have any role in the use of the Funds. UDOT is not entitled to any type of handling or administrative fee for its role as a pass-through entity. UTA agrees that UDOT shall not be liable for any claim or cost, of any kind whatsoever, in connection with the Funds, and UTA hereby releases UDOT from all of the same, regardless of when the same may arise. UTA further agrees to indemnify, hold harmless and defend UDOT from any claim or cost, of any kind whatsoever, in connection with the Funds, except to the degree caused by UDOT's negligence or malfeasance. This indemnity obligation shall not be construed to violate Utah's Governmental Immunity Act to the extent that such Act is applicable to a claim or cost. UDOT has all remedies available by law in addition to those stated in this Agreement, and UDOT's remedies are not limited by the terms of this Agreement.

6. Further Assurances. Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either party, and either party may notify the other party of a need for such further acts.

7. Modifications. The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a

written document signed by an authorized individual representing each of the respective parties.

8. Miscellaneous. This Agreement is binding upon and inures to the benefit of the parties and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party's prior written consent, and any such attempted assignment, transfer or delegation is void. The parties agree to work cooperatively and in good faith. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party's chief financial officer using a manner that can reasonably assure a timely and accurate delivery. This Agreement does not create any partnership, joint venture, or agency relationship.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written.

10. Signatures. Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

UTAH TRANSIT AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

*Michael Bell*

\_\_\_\_\_  
Assistant Attorney General  
UTA Legal Counsel

UTAH DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

1. **Performance Measures.** The Parties agree that Funds will be applied to an approved scope of work for the project described in this Agreement and that the work will meet the performance measures provided by the recipient of the Funds.
2. **Public Funds Compliance.** The recipient of the Funds shall comply with applicable state statutes on the reporting and expenditure of public funds. In particular, Utah Code Annotated 63J-1-220(2)(b) requires recipients to provide UDOT with reports as provided therein and in this Agreement. The recipient of the Funds shall provide regular update reports to UDOT as frequently as UDOT may reasonably direct (but not more frequently than once each quarter). Each year, on the Friday at the end of the last full week of April, the recipient of the Funds will provide an annual report to UDOT that includes, at a minimum, the following (in the order specified):
  - a. An itemized account of amounts spent and the dates when spent (noting any items outside the approved scope of work, if any). The account will include all sources of funding and a statement of all remaining unspent Funds. This information is used to assess accuracy.
  - b. The projected spending that will be incurred before the applicable fiscal year's end (June 30 of each year).
  - c. The difference between the appropriated amount of Funds and the actual amount used.
  - d. A brief explanation of why the Funds were requested or granted, and how Fund expenditures solved or were expected to solve or ameliorate an issue.
  - e. An assessment of implementation which includes: (i) what month and year the project, program, or bill was fully implemented; (ii) whether the project or program encountered any factors that caused a delay in implementation and an explanation of those factors; and (iii) whether the project or program encountered any factors that caused a change in scope and an explanation of those factors
  - f. An assessment of performance which includes: (i) how the success of the project or program is being measured, and (ii) how successful the project or program has been according to those metrics.
  - g. Upcoming project milestone dates and the anticipated date of project completion.
3. **Final Report.** Within thirty (30) days after all Funds have been expended, the recipient of the Funds shall submit a Final Report to UDOT. The Final Report must address the following:
  - a. Each topic outlined in the scope of work.
  - b. The information required under Exhibit A, paragraph 2.
  - c. The date when the project or program was completed.
4. **Certification.** For all information submitted, the recipient of the Funds must certify that it has provided accurate information and used the funds as required by this Agreement.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 11/10/2021

---

**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** David Hancock, Acting Chief Service Development Officer  
**PRESENTER(S):** David Hancock, Acting Chief Service Development Officer  
Jared Scarbrough, Acting Director of Capital Construction

**TITLE:**

---

**Change Order: On-Call Systems Maintenance - Task Order #016 - Mandatory Directive Expedient Release (MDER) Design and Installation in Vineyard Area (Rocky Mountain Systems Services)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve task order #016 to on-call systems contract and authorize Executive Director to execute task order and associated disbursements with Rocky Mountain Systems Services (RMSS) in the amount of \$382,814.

---

**BACKGROUND:**

In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three-years with two, one-year options. Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
- Train Control System upgrades, repairs, analysis, and training
- Stray Current monitoring and analysis
- OCS/TPSS repair, maintenance, and training
- Traffic Signal inspections, connections, repairs, and coordination

---

**DISCUSSION:**

UTA Staff is requesting approval of Task Order #016 with RMSS to complete the Mandatory Directive Expedient Release (MDER) project in the Vineyard area. UTA is designing and installing MDER functionality at the Grade Crossings along the Frontrunner Alignment. Currently, there is an on-going project in the Vineyard area preventing the MDER contractors from designing and constructing in that area. UTA has postponed the MDER work in the Vineyard area and removed that scope from the Positive Train Control (PTC) project contract (UT14-17TH) via a deductive change order. Completing this Task Order will aid in closing out the UT14-17TH contract this year, as planned.

Task Order #016 will require that the contractor follow the original scope of work for the MDER project and apply all necessary software, hardware, and testing in the following (8) locations:

- 400 South Orem
- 1600 North Vineyard
- 1100 South American Fork
- 1500 South American Fork
- 100 East American Fork
- 100 West American Fork
- Storrs Ave. American Fork
- 200 South American Fork

Work for Task Order #016 will begin after the completion of the on-going construction in the Vineyard area.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Rocky Mountain Systems Services
<b>Contract Number:</b>	20-03382VW-16
<b>Base Contract Effective Dates:</b>	February 24, 2021 through December 31, 2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$2,918,412
<b>Amendment Amount:</b>	\$382,814
<b>New/Total Amount Contract Value:</b>	\$3,301,226
<b>Procurement Method:</b>	RFP best value modification
<b>Funding Sources:</b>	Funding Sources: 2021 SGR Budget

---

**ALTERNATIVES:**

The do-nothing alternative would mean that this portion of track in the Vineyard area would have no MDER functionality. It is important to note that this task was previously included in the PTC project but had to be postponed.

---

**FISCAL IMPACT:**

This budget is included in the 2021 Capital Program.

---

**ATTACHMENTS:**

- 1) Contract
-

**TASK ORDER NO. 016**

**TASK ORDER NAME: MDER FRS Vineyard Group**

**PROJECT CODE: SGR404 40-7404.68912**

This is Task Order No. 016 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain System Services. (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 #016 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is December 31<sup>st</sup>, 2022. The Final Acceptance Date for this Task is December 31<sup>st</sup>, 2022.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$382,814.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

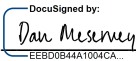
This Task Order does  does not  [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

ROCKY MOUNTAIN SYSTEM SERVICES:

By: \_\_\_\_\_  
Mary DeLoretto, Interim Executive Director Date  
> \$100,000

By:  \_\_\_\_\_  
EEB0B44A100CA...

By: \_\_\_\_\_  
David Hancock, Interim Chief Service Dvlpmt. Ofc. Date  
< 100,000

Date: 10/4/2021 \_\_\_\_\_

By: \_\_\_\_\_  
Jared Scarbrough, Interim Dir. of Cap Construction Date  
< \$50,000

By: \_\_\_\_\_  
Jared Scarbrough, Project Manager Date  
< \$10,000

 \_\_\_\_\_  
361E18E9370A48  
Legal Review

\_\_\_\_\_  
Procurement Review



July 15<sup>th</sup>, 2021

RMSS-52598-016

Mr. Jared Scarbrough  
 Manager of Systems Engineering  
 2264 South 900 West  
 Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: FrontRunner South MDER Groups 16, 18 and 19

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal to upgrade additional FrontRunner South grade crossings with MDER functionality similarly to the existing MDER functionality that is beginning to be placed in service currently at multiple locations on the FrontRunner South alignment.

Our lump sum price for this proposal is **\$382,814.00**

The scope of work covered in this proposal is as follows:

RMSS's proposed scope is to design, install, test, and cut over the new functionality as described in the attached whitepaper at the following locations:

Group	Location	Location Type
16	861+00 1500 South	Grade Crossing / Cut Section
16	896+30 1100 South	Grade Crossing
18	934+97 100 East	Grade Crossing
18	960+68 100 West	Grade Crossing
18	975+72 Storrs Ave	Grade Crossing
18	989+73 200 South	Grade Crossing
19	614+86 400 South	Grade Crossing / Cut Section
19	765+50 1600 North	Grade Crossing / Cut Section

Additionally, the following items are inclusive of this scope of work:

- RMSS will update signaling/crossing location plans and application software for this scope of work and will provide as-in-service revisions following cutovers including affected adjacent locations
- RMSS will perform SATS lab testing as required to verify upgrade functionality in advance of cutovers, at its discretion.
- RMSS will coordinate and perform dynamic testing of MDER upgrades to affected crossings.



### Assumptions

- RMSS will comply with UTA requirements for personnel safety. UTA will provide Roadway Worker Protection (RWP) and any other training required for work on its right of way.
- Existing spare input/output capability will be used for this work as required, even if the result is that no spares will remain following the upgrade.
- UTA will provide all native design files and configuration data for the affected locations.
- RMSS responsible for software configuration management of affected locations only.
- RMSS assumes that software and drawings will be submitted only at the Issued for Construction (IFC) level for the UTA review cycle.
- Installation and other preparatory work will occur during normal working hours, and all precautions will be taken to prevent impacts to FrontRunner revenue service.
- Final field testing and cutovers will occur during non-revenue periods (nights and weekends).
- All cutovers of MD upgrade functionality will require dynamic testing with test trains. Test trains will be provided by UTA, and RMSS will coordinate the test train needs with UTA for each cutover.

### Exclusions

- Spare parts/equipment
- Manuals and documentation updates, including updates to the PTCIP and System Design Document (SDD); (updates to location plan and application software are included)
- Operational simulator updates
- Issued for Review (IFR) level software and drawing submittals

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Ortolani".

Anthony Ortolani  
Project Manager  
Rocky Mountain Systems Services

### Attachments:

- Whitepaper "Expedient Release of Mandatory Directives"
- Change Order Summary
- Change Order Estimate Worksheet – FRS MDER

cc:

Marshall Wilson – RMSS  
Dan Meservey – RMSS



Doug Jones – RMSS

\*\*\*Procurement lead times may be affected by Covid-19 pandemic\*\*\*  
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes,  
tariffs, licenses, and permits

# Expedient Release of Mandatory Directives

## Introduction

The UTA has installed Enhanced Automatic Train Control (E-ATC) on the FrontRunner line of their railroad to meet the Positive Train Control regulations. The E-ATC system utilizes cab signals to enforce speed restrictions, including Mandatory Directives (MD). The UTA utilizes two MD speeds; 15 MPH and 0 MPH. The MD speed is enforced prior to the train reaching the crossing island.

## Issue

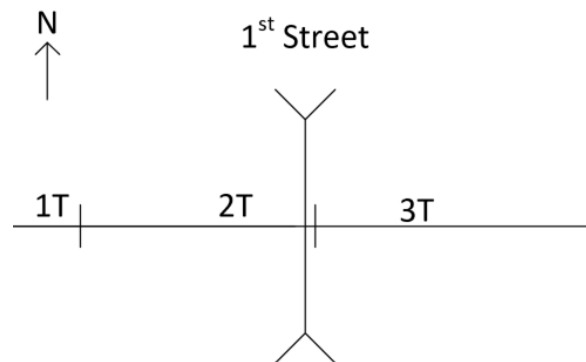
As a result of current system limitations, the MD speed may continue to be enforced even after the train is clear of the crossing island. These limitations are due to the current design's inability to accurately determine when the train has moved beyond the crossing with the MD applied. The current design utilizes the signaling system's track circuits to make this determination, which can exceed several thousands of feet from the crossing. This delays the ability of the E-ATC system to upgrade the cab speed back to more permissive speeds once the train has moved through the island.

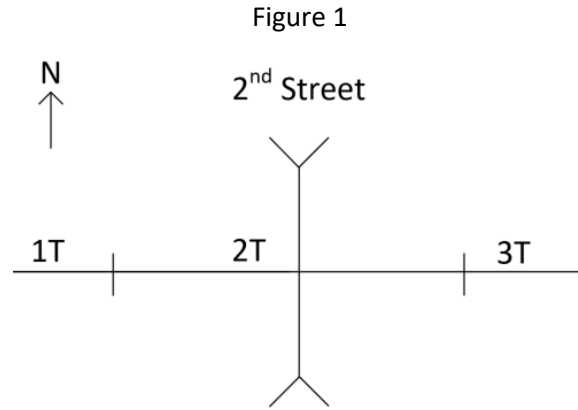
## Proposed resolution

To better define the location of the train, specifically to establish when the train has moved beyond the crossing, the status of the crossing island circuit could be used. Logic in the E-ATC system could be developed to determine when the train has; approached the crossing, occupied the island circuit, and vacated the island circuit. The logic would need to ensure the island circuit is functioning and the crossing control unit is healthy. Traffic direction, correct sequences of track occupancies, crossing approaches and island status along with timing would be confirmed before concluding the MD speed can be released. The sequences would be different based on the location of the track circuit IJs.

There two primary types of IJ locations:

- IJ located at one side of the island circuit (Figure 1)
- IJs not near the island circuit (Figure 2)





Crossings like 1st Street with an IJ on one side of the island circuit would only benefit from the Expedient Release in one direction. Eastbound routes currently receive permissive cab speeds once the train reaches the 3T track circuit since MD speeds are only enforced on the headend, i.e., no lookback enforcement. Conversely westbound routes would benefit by implementing the Expedient Release since a train would not receive permissive cab speeds until reaching the 1T track circuit.

Dependent upon distances, crossings like 2<sup>nd</sup> Street could benefit from Expedient Release in both directions. A westbound route would not receive permissive cab speeds until reaching the 1T and an eastbound route would not receive permissive cab speeds until reaching the 3T track circuit.

Once the health of the island circuit (up and stable) and crossing control unit (approach up and stable) are confirmed with the correct sequence of occupancy (Vital traffic, directional sticks and timing), the recovery of the island circuit could be used to temporarily release the MD speed restriction while the 2T track circuit is still occupied. After the 2T track circuit recovers the release circuit will drop and the MD speed will again be enforced for following trains.

The sequence will be:

- Mandatory Directive applied to the crossing
- Track circuit occupied (with crossing approach stable)
- Crossing approach down (while island circuit remains stable for at least minimum warning time)
- Island circuit occupied (after calculated time based on restricted speed runtime)
- Crossing approach and island both recover

If the above sequence occurs the MD checks in the cab speeds will be bypassed, allowing normal cab speeds to resume, until the track circuit is unoccupied.

## Safety and Reliability

The design will be based on closed-loop signaling principals in existing in-service regulatory compliant vital logic controllers that have proven to be reliable. Events like track occupancy, crossing activation and island occupancy must happen in the correct sequence within expected timeframes before an Expedient Release will occur. These sequences will be confirmed using established logic concepts that will keep the design simplified and efficient. Slow moving or stopping trains are expected but fast moving trains without proper warning time at the crossing will not be released. The positive start feature of the crossing control units will be used to keep the crossing active for the stopped trains. Failed inputs or track circuits will not meet the required progression of events which shall prevent unexpected release of MDs. Data passed via vital remote links will only be used if the link is healthy and stable. Power cycling or a reboot of the logic controller will purge any stored event progression which shall require that the sequence start from the beginning.

## Summary

Utilizing the island circuits for an Expedient Release of an MD would provide improved operation under most situations but not all. The Expedient Release would be available when the MD application was due to a failure on the adjacent UPRR crossing and the UTA equipment is healthy. When the UTA crossing control unit is not healthy or the island circuit is unable to recover, the existing operation would continue so there would be no disadvantages if the Expedient Release function failed.

## UTA - On Call

RMSS-52598-016 - FRS MDER Groups 16, 18, and 19

### Task Order Estimate Summary



7/15/2021

Subcontractors	\$	-
Materials	\$	-
Administrative	\$	47,129.00
Design/Engineering	\$	156,144.00
Construction/Testing	\$	76,681.00
Travel & Perdiem	\$	4,000.00
Other Costs and Fee	\$	98,860.00
Total:	\$	<u>382,814.00</u>

**UTA - On Call**  
**RMSS-52598-016 - FRS MDER Groups 16, 18, and 19**  
**Task Order Estimate Worksheet**



**TRADE SECRET PROPRIETARY CONTRACTOR INFORMATION**

7/15/2021

**SUBCONTRACTORS**

Quantity	UOM	Price	Extended
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<b>Subtotal - Subcontractors:</b>			<b>\$ -</b>
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**MATERIALS**

Quantity	UOM	Price	Extended
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<b>Subtotal - Materials:</b>			<b>\$ -</b>
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**ADMINISTRATIVE**

Quantity	UOM	Price	Extended
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**Indirect Labor & Office Personnel**

Senior Project Manager	ST	0.0	Hr	\$	162.00	\$	-
Project Engineer w/ pickup (non-overhead)	ST	346.0	Hr	\$	124.95	\$	43,233.00
Safety/Quality Engineer	ST	0.0	Hr	\$	80.00	\$	-
Document Control Specialist	ST	40.0	Hr	\$	81.91	\$	3,276.00
Project Controls	ST	10.0	Hr	\$	62.00	\$	620.00

<b>Subtotal - Administrative:</b>						<b>\$</b>	<b>47,129.00</b>
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**DESIGN / ENGINEERING**

Quantity	UOM	Price	Extended
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**Hardware Engineering**

Senior Signal Engineer	ST	32.0	Hr	\$	150.00	\$	4,800.00
Signal Engineer	ST	248.0	Hr	\$	112.00	\$	27,776.00
CADD Technician	ST	144.0	Hr	\$	50.00	\$	7,200.00
Manager of CADD	ST	16.0	Hr	\$	50.00	\$	800.00
Verification Engineer	ST	32.0	Hr	\$	150.00	\$	4,800.00

**Software Engineering**

Senior Signal Engineer	ST	48.0	Hr	\$	150.00	\$	7,200.00
Signal Engineer	ST	464.0	Hr	\$	112.00	\$	51,968.00
Verification Engineer	ST	344.0	Hr	\$	150.00	\$	51,600.00

**Head-end Engineering**

Senior Head-end Engineer	ST	0.0	Hr	\$	143.57	\$	-
Head-end Engineer	ST	0.0	Hr	\$	51.41	\$	-
Verification Engineer	ST	0.0	Hr	\$	143.57	\$	-

<b>Subtotal - Design:</b>						<b>\$</b>	<b>156,144.00</b>
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**CONSTRUCTION / INSTALLATION / TESTING**

Quantity	UOM	Price	Extended
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**Construction - General**

Construction Manager ST	ST	16.0	Hr	\$	105.00	\$	1,680.00
Construction Manager OT (40+)	ST	0.0	Hr	\$	131.25	\$	-
Systems Construction Labor ST	ST	64.0	Hr	\$	95.00	\$	6,080.00
Systems Construction Labor OT (40+)	ST	0.0	Hr	\$	118.75	\$	-
Systems Construction Labor DT (Sunday)	ST	0.0	Hr	\$	166.25	\$	-

**All Locations - Testing**

Signal Test Manager	ST	36.8	Hr	\$	131.00	\$	4,821.00
Signal Test Engineer	ST	368.0	Hr	\$	111.00	\$	40,848.00
Signal Test Support	ST	0.0	Hr	\$	105.00	\$	-
Signal Test Support OT (40+)	ST	0.0	Hr	\$	131.25	\$	-
Signal Test Support DT (Sunday)	ST	72.0	Hr	\$	183.75	\$	13,230.00

<b>Subtotal - Construction / Install / Testing:</b>						<b>\$</b>	<b>66,659.00</b>
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**UTA - On Call**  
**RMSS-52598-016 - FRS MDER Groups 16, 18, and 19**  
**Task Order Estimate Worksheet**



**TRADE SECRET PROPRIETARY CONTRACTOR INFORMATION**

7/15/2021

<u>EQUIPMENT</u>	Quantity	UOM	Price	Extended
<u>Construction</u>				
Pickup Truck	152.0	Hr	\$ 18.00	\$ 2,736.00
Trailer	0.0	Hr	\$ 14.63	\$ -
Mini Ex	0.0	Hr	\$ 52.00	\$ -
Specialty tools	0.0	Hr	\$ 13.00	\$ -
<u>All Locations - Testing</u>				
Pickup Truck	404.8	Hr	\$ 18.00	\$ 7,286.00
<b>Subtotal - Equipment:</b>				<b>\$ 10,022.00</b>

<u>TRAVEL &amp; PERDIEM</u>	Quantity	UOM	Price	Extended
Test Engineer - T&E	2.0	Man-weeks	\$ 2,000.00	\$ 4,000.00
Application & Design	0.0	Man-weeks	\$ 2,000.00	\$ -
Senior PM	0.0	Man-weeks	\$ 2,000.00	\$ -
<b>Subtotal - Travel &amp; Perdiem</b>				<b>\$ 4,000.00</b>

<u>OTHER</u>	Quantity	UOM	Price	Extended
ST&S	1.00	LS	\$ 3,000.00	\$ 3,000.00
SATS License (2022)	1.00	LS	\$ 25,000.00	\$ 25,000.00
<b>Subtotal - Other:</b>				<b>\$ 28,000.00</b>

TOTALS

<b>Subtotal Direct Costs</b>				<b>\$ 311,954.00</b>
<b>Fee</b>	12.5%	\$	311,954.00	<b>\$ 38,994.00</b>
<b>Subtotal Costs with Fee</b>				<b>\$ 350,948.00</b>
<b>Contingency</b>	8.0%	\$	350,948.00	<b>\$ 28,076.00</b>
<b>Subtotal Cost with Provisional Sum</b>				<b>\$ 379,024.00</b>
<b>Bond Premium</b>	0.0%	\$	379,024.00	<b>\$ -</b>
<b>Job Related Insurance</b>	1.0%	\$	379,024.00	<b>\$ 3,790.24</b>
<b>Tax</b>	0.0%	\$	311,954.00	<b>\$ -</b>
<b>TOTAL PRICE - RMSS</b>				<b>\$ 382,814.00</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** William Greene, Chief Finance Officer  
**PRESENTER(S):** Kensey Kunkel, Mgr. Business Dev. and Sales

**TITLE:**

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**Fare Agreement: Ski Salt Lake Super Pass (Visit Salt Lake)**

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**AGENDA ITEM TYPE:**  
Service or Fare Approval

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**RECOMMENDATION:**  
Authorize the Executive Director to execute the Ski Salt Lake Super Pass Agreement with Visit Salt Lake

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**BACKGROUND:**  
Visit Salt Lake, a Utah non-profit corporation, markets a Ski Salt Lake Super Pass ("Super Pass") to multiple tourism entities in the Salt Lake City area. The Super Pass is redeemable by the holder for an all-day ticket at: Snowbird Ski Resort, Alta Ski Area, Brighton Resort and Solitude Ski Resort. The Super Pass also includes UTA's Electronic Fare Collection "EFC" information, allowing the holder to ride transit to the resort.

Entities promoting tourism sell the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake reimburses UTA for transit usage by the Super Pass holders monthly during the ski season. Visit Salt Lake is responsible for designing, producing, marketing, and distributing the Super Pass that includes UTA's Electronic Fare Collection "EFC" information within each pass. The Super Pass is only distributed to Providers and is not directly sold to the public.

To streamline the distribution process, patrons purchasing a Super Pass will first receive a voucher confirmation. This confirmation is valid fare on ski bus service and connecting UTA service for a single, initial trip to a resort. Once at a resort, vouchers shall be exchanged for a Super Pass.

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**DISCUSSION:**

In the spirit of Visit Salt Lake and UTA's working relationship, UTA will be partnering with Visit Salt Lake in a Ski Salt Lake Super Pass Agreement for the 2021-22 Ski Season. Entities promoting tourism will continue to sell the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake will reimburse UTA for transit usage by the Super Pass holders monthly during the ski season.

Visit Salt Lake will pay to UTA a daily rate of \$8.00 per day, per card tapped, which is a 20% discount off the round-trip ski bus fare. UTA and Visit Salt Lake have historically partnered together to offer a UTA transit pass to tourists upon purchase of the Ski Salt Lake Super Pass.

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**CONTRACT SUMMARY:**

**Contractor Name:** Visit Salt Lake  
**Contract Number:** 21-F0248  
**Base Contract Effective Dates:** November 15, 2021- April 30, 2022  
**Extended Contract Dates:** NA  
**Existing Contract Value:** NA  
**Amendment Amount:** NA  
**New/Total Amount Contract Value:** \$16,500-\$19,500  
**Procurement Method:** NA  
**Funding Sources:** NA

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**ALTERNATIVES:**

Do not approve the contract with Visit Salt Lake and forego revenue received through the contract.

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**FISCAL IMPACT:**

For the 2020-21 ski season, UTA received \$15,216 in contract revenue from Visit Salt Lake. It is likely that this revenue was impacted by capacity limits and/or the implementation of UTA fare policy on December 1, 2020 that increased the price of Ski one-way fare from \$4.50 to \$5.00.

For the upcoming ski season, revenue is estimated to be between \$16,500- \$19,500 and assumes an increase in revenue of 10-30% as compared to the 2020-21 Ski Season. See below for additional details:

	<b>2020 Base</b>	<b>10%</b>	<b>20%</b>	<b>30%</b>
<b>Days Used</b>	1,902	2,063	2,250	2,438
<b>Revenue</b>	\$15,216	\$ 16,500	\$ 18,000	\$ 19,500

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**ATTACHMENTS:**

Contract

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**VISIT SALT LAKE  
SALT LAKE SKI SUPER PASS AGREEMENT  
2021-2022**

This Salt Lake Ski Super Pass Agreement ("Agreement") is made effective November 15, 2021 between **VISIT SALT LAKE**, a Utah non-profit corporation ("Visit Salt Lake" or "Administrator"), whose address is 90 South West Temple, Salt Lake City, Utah 84101 and **UTAH TRANSIT AUTHORITY** ("UTA"), a public transit district organized under the laws of the State of Utah.

**RECITALS:**

WHEREAS, Visit Salt Lake markets a Salt Lake Ski Super Pass (the "Super Pass" or "Pass") to tour operators, hotels, property management companies, ski councils, travel agencies and other entities promoting tourism in the Salt Lake County area (collectively the "Providers");

WHEREAS, the Providers sell the Super Pass as part of travel packages or overnight lodging packages;

WHEREAS, the Super Pass is redeemable by the holder for an all-day ticket at Snowbird Ski Resort, Alta Ski Area, Brighton Resort and Solitude Ski Resort, all of which are served by UTA ski buses;

WHEREAS, Visit Salt Lake desires to include limited transit eligibility as part of the Super Pass, which will allow holders of the Super Pass to travel to the resorts via UTA TRAX and UTA ski buses without additional cost; and

WHEREAS, Visit Salt Lake will reimburse UTA for transit usage by Super Pass holders at the rate set forth below.

**AGREEMENT:**

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

1. **SALT LAKE SKI SUPER PASS DESIGN AND DISTRIBUTION.** Visit Salt Lake shall be primarily responsible for designing, producing, marketing, and distributing the Super Pass. The design of the Super Pass will include imbedding UTA's Electronic Fare Collection ("EFC") information within each Super Pass subject to the approval of UTA, which approval will not be withheld unreasonably. The Super Pass will be designed in a manner that will deter unauthorized reproduction or other fraud or abuse.
2. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this Agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo

identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off.

3. **VOUCHER RECOGNIZED AS TRANSIT FARE.** For the term of this Agreement, UTA will also recognize a valid Salt Lake Ski Super Pass Voucher Confirmation and Partner Confirmation ("Voucher") printed or displayed on a mobile device as valid fare on the Ski Bus Service and connecting UTA service (FrontRunner, TRAX, Regular Bus or Streetcar) for a single, initial trip to a resort. Once at a resort, Vouchers shall be exchanged for a Pass. Vouchers are not valid fare on any Paratransit service or other special service.
4. **NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are "non-connecting service." It is the responsibility of the Administer to restrict use on these non-connecting services by notifying Authorized Users of services Passes are valid on.
5. **HANDLING OF FARE MEDIA.** Visit Salt Lake shall not furnish, provide, assign, sell or resell, or otherwise transfer Super Pass or Voucher to any person who has not purchased or is not eligible to purchase a Super Pass. Issuance records for each issued Super Pass shall be maintained in a log for such purpose. Visit Salt Lake must maintain a log for all Passes issued. At all times during the term of this Agreement, Visit Salt Lake must be able, upon request of UTA, to account for all Passes under this Agreement. The obligation under the preceding sentence shall include: (a) Visit Salt Lake maintaining the unique identification number of each issued Super Pass and the corresponding person issued such Pass; and (b) Visit Salt Lake being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all such records maintained by Visit Salt Lake at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.
6. **CONFISCATION OF SUPER PASS OR VOUCHER FOR UNAUTHORIZED USE.** UTA shall confiscate any Super Pass (without notice to Visit Salt Lake) or Voucher that UTA reasonably believes has been duplicated, altered, or misused. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters, or uses a Super Pass or Voucher in any unauthorized way.
7. **NON TRANSFERRABLE.** Super Passes and Vouchers are not transferrable.
8. **PAYMENT.**
  - A. **Monthly Payment.** UTA shall issue Administrator an invoice for actual Pass usage each month within five days after the month ends. Administrator agrees to pay \$8.00 per card used, per day, which is a 20% discount off two ski trips at \$5.00 each. Administrator shall pay UTA within thirty (30) days of the date of the invoice. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified above. UTA shall charge

Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. In addition, UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

- B. Form of Payment. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request

9. **REPORTING.**

- A. Partner Website. The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at [www.tap2rideuta.com](http://www.tap2rideuta.com) by selecting "reports."
- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users' ridership on Ski Bus Service during the preceding month.
- C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
- D. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
10. **SKI BUS ROUTES AND HOURS OF OPERATION.** The routes and hours for the operation of the ski buses and all other UTA transportation services shall be established by UTA from time to time in its sole discretion.
11. **TERM.** This Agreement shall be effective as of the date first set forth above and shall continue in full force terminating April 30, 2022
12. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by providing 30 days' written notice to the other party.

13. **NON-DISCRIMINATION.** Visit Salt Lake agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
14. **FORCE MAJEURE.** In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupt bus service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its employees and passengers, and the protection of its buses.
15. **ATTORNEY'S FEES.** In the event of any action, proceedings, or litigation arising from default in performance of any of the provisions of this Agreement by either UTA or Visit Salt Lake, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs in connection with enforcement of this Agreement.
16. **WAIVER.** The waiver by either party of any of the covenants contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of UTA hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
17. **NOTICES.** Any notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

**IF TO SPONSOR:**

Sponsor: \_\_\_\_\_  
ATTN: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**IF TO UTA:**

Utah Transit Authority  
ATTN: Kensey Kunkel  
669 West 200 South  
Salt Lake City, Utah 84101

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

- 18. **SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 19. **INDEMNIFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 20. **ENTIRE AGREEMENT INTEGRATION.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between UTA and Visit Salt Lake, either oral or written between them regarding matters treated herein. Except as herein otherwise provided, no subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
- 21. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- 22. **CHOICE OF LAW: VENUE.** This Agreement shall be governed in all respects by the laws of the State of Utah. Any claim or dispute arising out of this Agreement shall be resolved by a court located in Salt Lake County, Utah.

23. **OTHER INTERESTS.** No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

24. **PRIOR AGREEMENT.** This Agreement shall supersede, replace, and terminate all prior agreements between the parties.

IN WITNESS WHEREFOR, each of the parties has executed this Agreement as of the date first set forth above.

**VISIT SALT LAKE**

**UTAH TRANSIT AUTHORITY**

By: Bart Blaisdell Digitally signed by Bart Blaisdell Date: 2021.10.13 16:18:06 -06'00' Date: 10/13/2021

Name: Bart Blaisdell

Title: Senior VP of Finance & Operations

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

DocuSigned by:  
By: Mike Bell Date: 10/21/2021  
Michael Bell  
Assistant Attorney General  
Counsel for UTA



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Megan Waters, Community Engagement Manager  
Kensley Kunkel, Manager of Business Development & Sales

**TITLE:**

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**Complimentary Fare: Unhoused and Unsheltered Rider Outreach Program and Complimentary Pass Agreement (Downtown Alliance and Salt Lake City)**

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**AGENDA ITEM TYPE:**  
Service or Fare Approval

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**RECOMMENDATION:**  
Approve agreement with and provision of complimentary transit passes to Downtown Alliance and Salt Lake City for use by Street Ambassadors in the unsheltered rider outreach program

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**BACKGROUND:**  
UTA is partnering with Salt Lake City & the Downtown Alliance to connect unhoused and unhoused riders with outreach and resource referrals, including social service resources and justice resources.

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**DISCUSSION:**  
As part of a collaborative effort with UTA & Salt Lake City, the Downtown Alliance (DTA) will mobilize their team of Street Ambassadors to support on-system outreach and referrals to riders who need support, including specifically unhoused and unhoused individuals. UTA can support the DTA in this effort by supporting the Street Ambassador team members with monthly passes to ride TRAX and bus locally and refer riders to resources.

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**ALTERNATIVES:**  
Approve a different level of pass or none.

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**FISCAL IMPACT:**

The value of the passes is \$20,400 and was calculated using the public monthly pass price (\$85) multiplied by 240 (20 passes X 12 Months).

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**ATTACHMENTS:**

Contract

**UTA COMPLIMENTARY PASS  
AGREEMENT**

**Whereas** Requesting Entity has requested that UTA provide complimentary passes in support of the use described below; and

**Whereas** UTA has determined the complimentary passes to be issued based on criteria that includes individuals who are part of a transit group or who are traveling to/from a transit event, travel to/from a UTA event of meeting on or off site, and transit collaboration opportunities with partners and stakeholders; and

**Whereas** UTA is willing to provide the requested complimentary passes as described below;

**Whereas** Requesting Entity is willing to use the passes as described below; now therefore, the Parties agree as follows:

**Terms Defined**

**Requesting Entity:** Downtown Alliance

**Description of Pass Use:** As part of a collaborative effort with UTA & Salt Lake City, the Downtown Alliance (DTA) will mobilize their team of Street Ambassadors to support on-system outreach and referrals to riders who need support, including specifically unsheltered and unhoused individuals. UTA can support the DTA in this effort by supporting the Street Ambassador team with monthly passes to ride TRAX and bus locally and refer riders to resources.

**Total Passes Issued:** 240 monthly passes (20 per month for one year)

**Total Value of Passes:** \$20,400

**Description of Service Requested:** Utilize fixed route local bus & TRAX service

**Qualifying Criteria:** Transit collaboration opportunity with Salt Lake City and Downtown Alliance.

**Agreement**

1. UTA agrees to provide the complimentary passes as described under “Description of Pass Use” above.
2. Requesting Entity agrees that UTA shall have the right to deny the use of the passes if the passes are lost or the use is no longer need or being abused.
3. The Parties understand that the transit services being used under this Agreement are public transit services. As such users must comply with all UTA rider rules and rules governing the use of public transit services.
4. Requesting Entity agrees to hold UTA harmless and indemnify UTA from all 3<sup>rd</sup> party claims arising from UTA’s provision of the requested complimentary passes unless the injury or

damage underlying the claim was caused by UTA or its employees. Agreed to this 20<sup>th</sup> day of October 2021. This contract will terminate after the passes expire on 11/10/2022.

The date the passes will be distributed is 11/10/2021.

**REQUESTING ENTITY**

DocuSigned by:  
*Kristina Olivas*  
033A7667E6EE42A...  
Name: Kristina olivas  
Title: Urban Affairs Manager  
Date: 10/29/2021

**UTAH TRANSIT AUTHORITY**

Name:  
Title:  
Date:

Name:  
Title:  
Date:

Approved as to Form:

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6...



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Megan Waters, Community Engagement Manager  
Eric Callison, Service Planning Manager

**TITLE:**

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**December Change Day Public Engagement Report**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion

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**BACKGROUND:**

Major changes are proposed for December Change Day 2021 on December 12. . UTA is proposing the following service adjustments on bus routes. The proposed changes are based on low ridership and efficiency on these routes.

- Route 640: Reduce Saturday service from 30 minutes to 60 minutes
- Route 454: Discontinue
- Route 451: Modify routing to serve International Center and North Temple; Add stops and connect with TRAX at 1940 W. North Temple, essentially covering the service provided by Route 454 and connecting riders to Salt Lake City
- Route F522: Discontinue

A public input process took place from October 4 through November 6 to collect feedback on the proposed changes.

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**DISCUSSION:**

Staff will present the proposed changes and service planning process for Change Day. The Community Engagement Department will provide a summary of public engagement activities that were implemented, including an online

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engagement period, virtual public hearing, and on-route engagement. Staff will also present and summarize the public input major themes received during the public comment period for December Change Day.

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Russell Fox, Director of Planning  
Kerry Doane, Manager of Strategic Planning

**TITLE:**

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**UTA Long Range Transit Plan (LRTP) Overview**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion

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**BACKGROUND:**

UTA is developing a 30-year Long Range Transit Plan (LRTP) focused on understanding and responding to the future needs of the communities we serve. This plan will provide a comprehensive, system wide vision to guide UTA's planning into the future.

The primary goals of the LRTP process are to:

- **Strengthen partnerships with the communities UTA serves** through collaborative plan development
- **Assess long-term transit needs** through data collection and analysis, as well as public engagement
- **Develop a system-wide vision for the future** to meet anticipated needs through improvements across all modes of the transit system
- **Establish strategies for implementation** through a financial analysis and identification of potential partnerships and resources needed to achieve the long-term vision

The LRTP will serve as a complementary planning process to the Regional Transportation Plans (RTPs) developed by MAG and WFRC. Like the RTPs, the LRTP is planned for adoption in 2023 and will be updated on a 4-year cycle. Unlike the RTPs, the LRTP will include all aspects of local and regional transit service delivery across the UTA service area.

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**DISCUSSION:**

UTA Staff will deliver a presentation that provides an overview of the UTA LRTP process. The presentation will highlight the following:

**Current Status:**

- In Progress - Municipal Listening Tour
  - Complete: Box Elder, Tooele Counties
  - Nearly Complete: Weber, Davis, Salt Lake Counties
  - Starting November 2021: Utah County
- Next Steps:
  - Procure Consultant
  - Round one of community engagement

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/10/2021

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair of the Board of Trustees

**TITLE:**

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**Strategy Session to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual;**

**Strategy Session to Discuss Pending or Reasonably Imminent Litigation;**

**And**

**Strategy Session to Discuss Collective Bargaining**

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**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for discussion of character, professional competence, or physical or mental health of an individual; discussion of pending or reasonably imminent litigation; and discussion of collective bargaining

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**BACKGROUND:**

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.

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**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss the character, professional competence, or physical or mental health of an individual
- Strategy session to discuss pending or reasonably imminent litigation

- Strategy session to discuss collective bargaining