



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, January 11, 2023**

**9:00 AM**

**FrontLines Headquarters**

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
  2. **Pledge of Allegiance** Chair Carlton Christensen
  3. **Safety First Minute** Alisha Garrett
  4. **Public Comment** Chair Carlton Christensen
  5. **Consent** Chair Carlton Christensen
    - a. Approval of December 21, 2022 Board Meeting Minutes
  6. **Reports**
    - a. Executive Director's Report Jay Fox
      - Apprenticeship Program
      - Operator Tribute - Flamminio Di Sera
      - Operator Tribute - Dale Brady
    - b. Financial Report - November 2022 Bill Greene  
Brad Armstrong  
Daniel Hofer
  7. **Resolutions**
    - a. R2023-01-01 Resolution Designating Authorized Users for Utah Public Treasurers' Investment Fund Accounts Troy Bingham
  8. **Contracts, Disbursements and Grants**
    - a. Contract: Employee Assistance Program Services (Bloomquist Hale Consulting Group) Ann Green-Barton
    - b. Contract: Recruitment Advertising Services (Bayard Advertising Agency, Inc.) Kim Shanklin  
Greg Gerber
-

- c. Change Order: TIGER Program Change Order No. 73  
- 300 North Salt Lake City Overhead Pedestrian  
Bridge Elevator Structure Modifications (Granite  
Construction) Grey Turner

### 9. Service and Fare Approvals

- a. Promotional Fare Request: 2023 UTA On Demand  
Service Jaron Robertson  
Shaina Quinn
- b. Complimentary Service: 2023 NBA All-Star Game  
Service Plan Nichol Bourdeaux  
Cherryl Beveridge

### 10. Discussion Items

- a. Overview of UTA's Total Rewards Package Kim Shanklin  
Ann Green-Barton
- b. 2023 Capital Budget Amendment #1 Daniel Hofer  
Bill Greene

### 11. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, January 25th, 2023 at  
9:00 a.m.

### 12. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining

### 13. Open Session

Chair Carlton Christensen

### 14. Adjourn

Chair Carlton Christensen

### Meeting Information:

- 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.
- Meeting proceedings may be viewed remotely by following the meeting portal 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 OR by joining the remote Zoom meeting below.
  - o Use this link-[https://rideuta.zoom.us/webinar/register/WN\\_BmQ-\\_AmeTji\\_ICgt5aassg](https://rideuta.zoom.us/webinar/register/WN_BmQ-_AmeTji_ICgt5aassg) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter.

- 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, January 10th will be distributed to board members prior to the meeting.
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 1/11/2023

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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 December 21, 2022 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the December 21 , 2022, Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday December 21, 2022 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/pm/sitemap/notice/801037.html>](https://www.utah.gov/pm/sitemap/notice/801037.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. 2022-12-21\_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, December 21, 2022**

**9:00 AM**

**FrontLines Headquarters**

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

Also attending were UTA staff, media, and interested community members.

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

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Cathie Griffiths, UTA Executive Assistant to the Board Chair, delivered a brief safety message.

**4. Public Comment**

No in-person comment was given during the meeting. Online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix A to these minutes.

**5. Consent**

**a. Approval of December 7, 2022 Board Meeting Minutes**

**b. Ratification of Amendments to Resolution R2022-12-01 - Authorizing Master Equipment Lease Purchase Agreement- Revisions**

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

**6. Reports****a. Executive Director's Report**

- **Utah Valley University Green Team**
- **Commendation - South Jordan Parkway Overhead Catenary System (OCS) Repair**
- **Direction or Authorization to Proceed (DAP) - Depot District**

**Utah Valley University Green Team**

Jay Fox, UTA Executive Director, was joined by Brad Parkin, UTA Public Relations & Marketing Strategist. Mr. Parkin recognized Utah Valley University students Kiersten Thomson and Ashley Jones, along with their advisor, Juliann Fritz, for the "Give the Gift of Clean Air" campaign they designed as part of their coursework.

The board commended the group for their concept and efforts in promoting transit use for cleaner air.

**Commendation - South Jordan Parkway Overhead Catenary System (OCS) Repair**

Mr. Fox was joined by Cheryl Beveridge, UTA Chief Operating Officer, and Kevin Anderson, UTA Director of Maintenance Support. Mr. Anderson recognized UTA staff and contractors who worked to repair the OCS on the TRAX line on the South Jordan Parkway after a dump truck, with its bed in the elevated position, hit the OCS and pulled the wire down for hundreds of yards in each direction. The team worked 31 hours straight to restore service.

**Direction or Authorization to Proceed (DAP) - Depot District**

Mr. Fox was joined by David Osborn, UTA Project Manager III. Mr. Osborn reported on a \$300,000 DAP issued on the Depot District Clean Fuels Technology Center project for concrete work. Mr. Osborn said it is necessary to pour the concrete now to maintain the project schedule.

Discussion ensued. Questions on the concrete pour completion timeline and supply chain issues were posed by the board and answered by Mr. Osborn. It was confirmed that change orders relating to the DAP would be brought to the board for approval once they are finalized.

**b. Financial Report - October 2022**

Brad Armstrong, UTA Director of Budget & Financial Strategy, was joined by Daniel Hofer, UTA Director of Capital Assets & Project Controls; Alisha Garrett, UTA Chief Enterprise Strategy Officer; and Kyle Brimley, UTA IT Director. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type).

Discussion ensued. Questions on the timing for payment on buses, large information technology projects not yet completed, and cost projection accuracy on capital projects

were posed by the board and answered by staff.

## 7. Resolutions

### a. **R2022-12-04 - Resolution Adopting the Authority's 2023-2027 Capital Plan**

Bill Greene, UTA Chief Financial Officer, was joined by Mr. Armstrong and Mr. Hofer. Mr. Hofer reviewed the 2023 five-year capital budget by year and by programs/projects summary, then outlined the 2023 capital budget summary.

Discussion ensued. Mr. Hofer noted the allocation in the lease category of the capital budget is for vehicle leases.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

### b. **R2022-12-05 - Resolution Adopting the Authority's Final 2023 Budget**

Mr. Greene was joined by Mr. Armstrong and Mr. Hofer. Mr. Greene summarized the final 2023 operating and capital budgets.

The board noted the extensive public process that has taken place in relation to the budget and expressed appreciation to staff for their work in getting the budget to a final state.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

### c. **R2022-12-06 - Resolution Adopting the Utah Transit Authority 2022-2030 Strategic Plan**

Chair Christensen highlighted the mission statement, vision statement, and strategic priorities included in the UTA 2022-2030 Strategic Plan.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

### d. **R2022-12-07 - Adopting Revised Board Policies**

Annette Royle, UTA Director of Board Governance, requested the board adopt revisions to the following board policies:

- Board Policy 1.1 Process for Establishing Policies
- Board Policy 1.2 Ethics

- Board Policy 2.1 Financial Management
- Board Policy 2.2 Contract Authority and Procurement
- Board Policy 3.2 Service Planning Implementation
- Board Policy 3.3 Capital Development Project Implementation
- Board Policy 4.1 Fares

She went on to speak about key updates to the policies, which include minor procedural, responsible staff, and statutory updates on all board policies previously listed in these minutes, as well as specific updates as follows:

- 2.1 Financial Management: Updated reserves to include self-insurance/catastrophic reserve and debt reduction reserve
- 2.2 Contract Authority, Procurement and Grants: Added policy direction for grant administration
- 3.3 Capital Development Project Implementation: Added clarity to statutory requirements for “capital project plans” as transit corridor projects and streamlined the process for approval of locally preferred alternatives (LPAs) through metropolitan planning organizations (MPOs)
- 4.1 Fares: Updated fare items requiring board approval to include complimentary pass requests greater than \$5,000 and authorization for lifetime transit passes

Ms. Royle noted the UTA Local Advisory Council was given opportunity to provide consultation on the policy revisions at its September 7, 2022 meeting.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

**e. R2022-12-08 - Resolution Establishing Parameters in which the Executive Director can Declare Free Fare for a Period of Time in Commemoration and Support of the 2023 NBA All-Star Game**

Monica Morton, UTA Fares Director, was joined by Kensey Kunkel, UTA Manager - Business Development & Sales. Ms. Kunkel described the resolution, which establishes parameters for the executive director to declare free fare for a period of time in commemoration and support of the 2023 National Basketball Association (NBA) All-Star Game. The parameters include:

- Free fare on all UTA services from February 12-February 21, 2023
- All airline boarding passes considered a valid UTA fare during the month of February

Discussion ensued. A question on sales tax generation stemming from the NBA All-Star Game was posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

f. **R2022-12-09 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP)**

Sheldon Shaw, UTA Director of Safety & Security, spoke about the TASP requirements, approval process, and 2023 updates.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved with an acknowledgement that review by the Amalgamated Transit Union (ATU) is still pending. Any TASP revisions following the ATU review will require subsequent approval by the board. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. **Contracts, Disbursements and Grants**

a. **Contract: Janitorial Services for all UTA Office and Maintenance Facilities (Merchants Building Maintenance)**

Mr. Anderson was joined by Guy Miner, UTA Facilities Maintenance Manager. Mr. Miner requested the board approve a contract with Merchants Building Maintenance for janitorial services for all UTA office and maintenance facilities. The contract has a base term of three years with a value of \$3,242,808. In addition to the base, there are two option years. The first option year has a contract value of \$1,128,171.36 and the second option year has a contract value of \$1,162,016.50. The total contract value, including option years, is \$5,532,995.86.

Discussion ensued. A question on selection of a single contractor was posed by the board and answered by Mr. Miner.

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

b. **Contract: Funding Agreement for Midvalley Connector (Utah Department of Transportation)**

Marcus Bennett, UTA Project Manager III, requested the board approve a \$22,800,000 contract with the Utah Department of Transportation (UDOT) for a Transit Transportation Investment Fund (TTIF) allocation to the Midvalley Connector project.

Discussion ensued. A question on the project schedule was posed by the board and answered by Mr. Bennett.

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

c. **Change Order: First Amendment to the Microtransit Cooperative Agreement (Salt**

**Lake City Corporation)**

Jaron Robertson, UTA Acting Planning Director, was joined by Julianne Sabula with Salt Lake City. Mr. Robertson and Ms. Sabula spoke about the partnership between UTA and Salt Lake City and the success of the On Demand service.

Mr. Robertson requested the board approve a \$1,900,000 amendment to the contract with Salt Lake City Corporation for an additional twelve months of On Demand microtransit service on the west side Salt Lake City. The total contract value, including the amendment, is \$3,800,000.

Discussion ensued. Questions on the impact of the city investment in transit were posed by the board and answered by Mr. Robertson and Ms. Sabula.

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

d. **Change Order: On Demand Technologies Service Order No. 1, Amendment No. 3 - SLC Westside Contract Renewal (River North Transit, LLC / Via)**

Mr. Robertson provided a ridership update for On Demand service on the west side of Salt Lake City and requested the board approve a \$4,750,000 amendment to the contract with River North Transit, LLC / Via) for an additional 18 months of service in this area. The total contract value for all Via services under this contract, including the amendment, is \$22,255,125.

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

Chair Christensen called for a recess at 10:48 a.m.

The meeting reconvened at 10:58 a.m.

e. **Change Order: Bus Realtime Digital Signage Modification 1 - Additional Signs for Ogden/Weber State Bus Rapid Transit (OGX) (Daktronics Inc.)**

Kyle Brimley, UTA IT Director, requested the board approve a \$264,960 modification to the agreement with Daktronics Inc. for an additional 24 LED signs along the OGX alignment. The total contract value, including the modification, is \$576,905.

Discussion ensued. Questions on the signage type, adaptability, lifespan, and installation timing were posed by the board and answered by Mr. Brimley.

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

f. **Change Order: On-Call Systems Maintenance Task Order #22-038 - Fiberoptic Construction (Rocky Mountain Systems Services)**

Jared Scarbrough, UTA Director of Capital Construction, was joined by Dean Hansen, UTA Manager - Systems Engineering. Mr. Hansen requested the board approve a \$3,243,374 change order to the contract with Rocky Mountain Systems Services (RMSS) for construction of a fiber optic backbone on two TRAX communications systems, fiber optic runs to other UTA facilities as requested, and relocation of the fiber optic bank located between the Farmington and Kaysville stations. The total contract value, including the change order, is \$17,211,955. Mr. Scarbrough reported that this task order takes the contract amount over the originally estimated total. A request for approval of an increased contract total estimate will come to the board at a later meeting.

Discussion ensued. Questions on contract maximums and RMSS's fiber optic experience were posed by the board and answered by staff.

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

**g. Pre-Procurements - Credit Card Terminal Replacement**

Troy Hamilton, UTA Procurement Manager, was joined by Troy Bingham, UTA Comptroller, and Rob Lamph, UTA Assistant Treasurer. Mr. Bingham indicated the agency intends to procure credit card terminal replacements.

Discussion ensued. A question on the credit card terminal locations was posed by the board and answered by Mr. Bingham.

**9. Service and Fare Approvals**

**a. Fare Agreement: Pass Purchase and Administration (The Church of Jesus Christ of Latter-Day Saints)**

Ms. Kunkel requested the board approve a two-year pass purchase and administration agreement with The Church of Jesus Christ of Latter-day Saints. The total estimated contract value is \$1,767,400-\$2,104,000.

Discussion ensued. Ms. Kunkel noted the agreement is specific to employee passes and excludes large event passes, which are addressed in a separate agreement.

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

**b. Fare Agreement: Pass Purchase and Administration (IHC Health Services, Inc.)**

Ms. Kunkel requested the board approve a two-year pass purchase and administration agreement with IHC Health Services, Inc. (IHC). The total estimated contract value is \$544,600-\$648,400.

Discussion ensued. Ms. Kunkel indicated the passes would be available to employees at

all IHC locations.

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

**c. Fare Agreement: Pass Purchase and Administration (SelectHealth, Inc.)**

Ms. Kunkel requested the board approve a two-year pass purchase and administration agreement with SelectHealth, Inc. The total estimated contract value is \$6,600-\$8,000.

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

**d. Fare Agreement: Pass Distribution Agreement- Amendment 1 (Visit Ogden)**

Ms. Kunkel requested the board approve a \$1,200 amendment to the pass distribution agreement with Visit Ogden. The total contract value, including the amendment, is \$2,400.

Discussion ensued. A question on the timing of pass distribution was posed by the board and answered by Ms. Kunkel.

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

**e. Fare Agreement: Midtown Trolley Service Agreement - Amendment 3 (Layton City Corporation)**

Jonathan Salazar, UTA Acting Regional General Manager - Mt. Ogden Business Unit, requested the board approve a \$184,412 amendment to the contract with Layton City Corporation for the "Midtown Trolley" (route 628) service. The total contract value, including the amendment, is \$685,334.

Discussion ensued. A question on rider origination points was posed by the board and answered by Mr. Salazar.

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

**f. Fare Agreement: Ogden Trolley Service Agreement - Amendment 3 (Ogden City)**

Mr. Salazar requested the board approve a \$72,350 amendment to the contract with Ogden City for the "Ogden Trolley" (route 601) service. The total contract value, including the amendment, is \$287,797.

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

**g. Fare Agreement: Lagoon/Station Park Shuttle Service Agreement - Amendment 3 Modification 1 (Farmington City Corporation)**

Mr. Salazar requested the board approve a \$80,167 amendment to the contract with Farmington City Corporation for the "Lagoon/Station Park Shuttle" (route 667) service. The total contract value, including the amendment, is \$373,867.

Discussion ensued. A question on the maintenance requirements for the trolleys was posed by the board and answered by Mr. Salazar.

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

## **10. Budget and Other Approvals**

### **a. Zero-Emission Bus Transition Plan - FY2022**

Andres Colman, UTA Regional General Manager - Salt Lake Business Unit, was joined by Kyle Stockley, UTA Rail Infrastructure Project Manager. Mr. Colman outlined the proposed zero-emission bus fleet transition strategy, including propulsion system change ratios by agency and facility.

Discussion ensued. Mr. Colman noted the transition plan is ambitious but possible and still accounts for service needs, vehicle maintenance, spare vehicle ratios, and other factors. A question on challenges associated with battery electric buses was posed by the board and answered by Mr. Colman.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that the Zero-Emission Bus Transition Plan - FY2022 be approved. The motion carried by a unanimous vote.

### **b. UTA Policy - UTA.05.05 - Hardship Recognition**

Ms. Beveridge was joined Jacob Ekker, UTA Business Strategy Specialist. Mr. Ekker described the policy, which outlines situations in which UTA employees may be given flowers or gifts on behalf of the agency due to a significant personal hardship. The policy also sets recognition purchasing parameters.

Discussion ensued. Mr. Ekker said this policy may be combined with the policy on taxation and gifts in the future.

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

## **11. Other Business**

- a. Next Meeting: Wednesday, January 11th, 2023 at 9:00 a.m.

## **12. Closed Session**

- a. **Strategy Session to Discuss Collective Bargaining**

**13. Open Session**

**14. Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:38 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/801037.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

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**Appendix A**  
**Online Public Comment**

**From Salt Lake County Mayor Jenny Wilson:**

Thank you for the opportunity to make comments on UT A's 2023 Tentative Budget. This letter serves as the signature sheet indicating that, as Mayor of Salt Lake County, I have reviewed the tentative budget as required by Utah Code 17B-1-702.

Salt Lake County sincerely appreciates our partnership with UTA and your agency's ongoing commitment to providing excellent public transit service for our county constituents. We also appreciate the tremendous efforts taken to formulate this 2023 tentative budget and we commend you on its thoroughness. However, on behalf of the Salt Lake County's Mayor's Office, I would like to draw your attention to some specific observations with the proposed budget:

1. Reduced service has the potential to impact quality of life and could disproportionately affect low-income residents.
2. We would prefer to see electric buses prioritized to a greater extent in the budget and projected fleet transition plan.

***Reduced service***

I appreciate the difficulty that UTA has experienced preparing the tentative 2023 budget given the economic uncertainty ahead. At Salt Lake County, we have also seen the cost of providing County services increase dramatically, in part driven by Utah's tight labor market. In addition, we acknowledge the circumstances that have led to a transit operator shortage. Having said that, we do have concerns with the recently announced service reductions in Salt Lake County (Routes 39, 201, 218, 240, 901, 902, and 953). Like you, we hope this is a short-term human resource problem. If it is not a short-term issue, however, we suggest that future UTA budgets reflect remedies such as higher transit operator salaries, other incentives to attract workers, and perhaps alternatives to traditional transit operations such as targeted micro-transit programs. When transit service is reduced for Salt Lake County residents, individuals lose timely access to critical destinations like work, doctor offices, grocery stores, and other basic services for enhanced quality of life for our residents. As routes decrease and headways increase, households that rely on UTA service may experience negative financial impacts due to the need to turn to vehicle ownership.

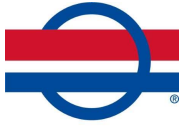
***Pace of Battery Electric Bus Adoption***

We also have concerns regarding UT A's targets for fleet electrification and the pace of the transition. At the August 2022 Council of Government's meeting, UTA provided a presentation that

showed UT A's 20-year projected fleet transition count for clean diesel, compressed natural gas, electric, and hybrid diesel buses. As reflected in that presentation, UTA's future plans include a fleet mix in 2042 that has more clean diesel buses (276 buses; 48% of the fleet) than battery electric buses (218 buses; 38% of the fleet). We would prefer to see UT A's future

budgets reflect more of a commitment to battery electric buses as a means to enhance our air quality, especially during the winter inversion and summer ozone seasons. We also recommend that UTA prioritize battery electric buses during the initial proposed phasing of UDOT's Little Cottonwood Canyon Environmental Impact Preferred Alternative as part of the Enhanced Bus Service operations.

Please feel free to reach out to me if you would like to discuss any of these comments. Thank you for considering our comments for future budget year deliberations.



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:** 1/11/2023

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

**TITLE:**

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**Executive Director's Report**

- Apprenticeship Program
- Operator Tribute - Flamminio Di Sera
- Operator Tribute - Dale Brady

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

- Apprenticeship Program (Kim Shanklin, Stacey Palacios)
- Operator Tribute - Flamminio Di Sera (Cherryl Beveridge, Andres Colman, Dalan Taylor)
- Operator Tribute - Dale Brady (Cherryl Beveridge, Andres Colman)



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 1/11/2023**

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

**TITLE:**

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**Financial Report - November 2022**

**AGENDA ITEM TYPE:**

Report

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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 November 2022 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 which summarizes key information from the November 2022 Monthly Financial Statements.

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**DISCUSSION:**

At the January 11, 2023 meeting, the Senior Manager, Budget & 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 Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

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**ALTERNATIVES:**

NA

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**FISCAL IMPACT:**

NA

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**ATTACHMENTS:**

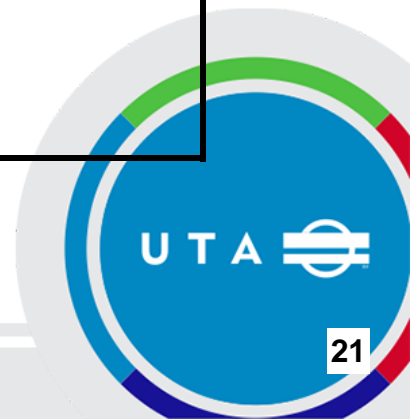
- November 2022 Board Dashboard
- November 2022 Monthly Financial Statements

# Utah Transit Authority

Board Dashboard: November 30, 2022

<b>Financial Metrics</b>	Nov Actual	Nov Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
	Sales Tax (Oct '22 mm \$)	\$ 37.7	\$ 32.8	\$ 4.83	● 14.7%	\$ 394.8	\$ 356.2	\$ 38.64
Fare Revenue (mm)	\$ 2.7	\$ 2.9	\$ (0.17)	● -6.0%	\$ 31.2	\$ 31.2	\$ 0.03	● 0.1%
Operating Exp (mm)	\$ 33.8	\$ 30.5	(3.24)	● -10.6%	\$ 316.2	\$ 330.8	\$ 14.61	● 4.4%
Subsidy Per Rider (SPR)	\$ 11.78	\$ 13.25	\$ 1.47	● 11.1%	\$ 9.82	\$ 13.25	\$ 3.43	● 25.9%
UTA Diesel Price (\$/gal)	\$ 4.84	\$ 2.75	\$ (2.09)	● -76.1%	\$ 3.99	\$ 2.75	\$ (1.24)	● -45.2%
<b>Operating Metrics</b>	Nov Actual	Nov-21	F/ (UF)	%	YTD Actual	YTD 2021	F/ (UF)	%
Ridership (mm)	2.63	2.34	0.3	● 12.5%	29.02	21.83	7.2	● 32.9%
<b>Energy Cost by Type</b>								
<b>Diesel</b> (Cost per Mile)					\$	0.61		
<b>Unleaded Gas</b> (Cost per Mile)					\$	0.44		
<b>CNG</b> (Cost per Mile)					\$	0.41		
<b>Bus Propulsion Power</b> (Cost per Mile)					\$	0.86		
<b>TRAX Propulsion Power</b> (Cost per Mile)					\$	0.86		

UTAH TRANSIT AUTHORITY

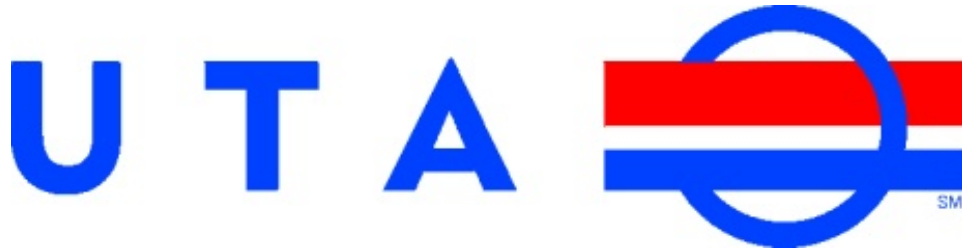


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

November 30, 2022



	2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (33,215,587)	\$ (32,419,360)	\$ 796,227	2%
2 Operating Expenses	316,179,419	330,785,885	14,606,466	4%
3 Net Operating Income (Loss)	<u>(282,963,832)</u>	<u>(298,366,525)</u>	<u>15,402,693</u>	<u>5%</u>
4 Capital Revenue	(126,052,698)	(222,601,641)	(96,548,943)	-43%
5 Capital Expenses	168,212,546	306,299,675	138,087,129	45%
6 Net Capital Income (Loss)	<u>(42,159,848)</u>	<u>(83,698,034)</u>	<u>41,538,186</u>	<u>50%</u>
7 Sales Tax	(429,237,086)	(395,428,000)	33,809,086	9%
8 Other Revenue	(237,645,771)	(178,106,000)	59,539,771	33%
9 Debt Service	75,558,496	79,955,844	4,397,347	5%
10 Sale of Assets	(2,668,351)	-	2,668,351	
11 Net Non-Operating Income (Loss)	<u>593,992,712</u>	<u>493,578,156</u>	<u>100,414,555</u>	<u>20%</u>
12 Contribution to Cash Balance	<u>\$ 268,869,032</u>	<u>\$ 111,513,597</u>	<u>\$ 157,355,435</u>	<u>141%</u>
13 Amortization	9,938,600			
14 Depreciation	131,389,531			
15 Total Non-cash Items	<u>\$ 141,328,131</u>			

STATISTICS

RIDERSHIP

2021 Actual	November 2022	November 2021	Difference	2022 YTD	2021 YTD	Difference
16 23,961,002	2,632,663	2,339,116	293,548	29,024,851	21,860,328	7,164,523

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 316,179,419
18 Less: Passenger Revenue	- (31,195,087)
19 Subtotal	284,984,332
20 Divided by: Ridership	÷ 29,024,851
21 Subsidy per Rider	<u>\$ 9.82</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of November 30, 2022

EXHIBIT 1-2

**BALANCE SHEET**

	<u>11/30/2022</u>	<u>11/30/2021</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 35,472,910	\$ 16,267,937
2 Investments (Unrestricted)	535,898,586	299,592,151
3 Investments (Restricted)	123,416,372	140,422,285
4 Receivables	79,274,752	72,658,480
5 Receivables - Federal Grants	3,872,751	109,084,013
6 Inventories	36,619,011	35,054,758
7 Prepaid Expenses	1,878,119	2,063,784
<b>8 TOTAL CURRENT ASSETS</b>	<b><u>\$ 816,432,501</u></b>	<b><u>\$ 675,143,408</u></b>
9 Property, Plant & Equipment (Net)	2,918,895,559	2,913,608,281
10 Other Assets	121,702,338	145,914,557
<b>11 TOTAL ASSETS</b>	<b><u>\$ 3,857,030,398</u></b>	<b><u>\$ 3,734,666,246</u></b>
12 Current Liabilities	106,403,725	115,051,849
14 Net Pension Liability	90,642,486	96,783,597
15 Outstanding Debt	2,356,450,830	2,389,031,696
16 Net Investment in Capital Assets	679,762,286	710,860,185
17 Restricted Net Position	94,647,452	66,954,032
18 Unrestricted Net Position	529,123,619	355,984,887
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,857,030,398</u></b>	<b><u>\$ 3,734,666,246</u></b>

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ -	\$ 3,242
21 2010/2015 Bond DSR Proceeds	-	338
22 2018 Bond Proceeds	4,025,914	9,167,195
23 2019 Bond Proceeds	22,755,943	60,211,654
24 Debt Service Interest Payable	69,628,148	55,426,710
25 Risk Contingency Fund	8,067,605	8,048,886
26 Catastrophic Risk Reserve Fund	1,106,321	1,100,912
27 Box Elder County ROW (sales tax)	2,597,730	2,022,213
28 Utah County 4th Qtr (sales tax)	7,105,230	
29 Davis County Escrow	-	299,645
30 SL County Escrow	-	8
31 Amounts held in escrow	8,129,481	4,144,481
<b>32 TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 123,416,372</u></b>	<b><u>\$ 140,425,284</u></b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
33 General Reserves	65,368,000	\$ 58,778,000
34 Service Sustainability Reserves	10,895,000	9,796,000
35 Capital Reserve	45,616,000	44,338,000
36 Debt Reduction Reserve	30,000,000	30,000,000
<b>37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b><u>\$ 151,879,000</u></b>	<b><u>\$ 142,912,000</u></b>
<b>38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 275,295,372</u></b>	<b><u>\$ 283,337,284</u></b>

## SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of November 30, 2022

## REVENUE &amp; EXPENSES

	ACTUAL Nov-22	ACTUAL Nov-21	YTD 2022	YTD 2021
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,737,656)	\$ (2,699,690)	\$ (31,195,087)	\$ (27,856,288)
2 Advertising Revenue	(193,500)	(180,000)	(2,020,500)	(1,608,529)
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (2,931,156)</b>	<b>\$ (2,879,690)</b>	<b>\$ (33,215,587)</b>	<b>\$ (29,464,817)</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 11,128,088	\$ 10,138,315	\$ 111,573,245	\$ 99,542,836
5 Commuter Rail	2,740,045	2,101,846	25,928,253	20,918,616
6 Light Rail	4,337,332	4,218,024	37,299,988	35,684,641
7 Maintenance of Way	1,604,311	1,493,895	17,039,631	17,268,413
8 Paratransit Service	2,092,415	1,896,963	22,972,423	21,750,648
9 RideShare/Van Pool Services	285,283	358,972	3,050,258	3,326,346
10 Microtransit	888,838	434,238	5,590,648	
11 Operations Support	5,968,774	4,695,507	53,109,461	44,845,966
12 Administration	3,858,188	3,633,717	32,425,415	29,372,373
13 Planning/Capital Development/Real Estate	855,103	718,870	7,190,097	6,398,848
14 Non-Departmental	-	-	-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 33,758,377</b>	<b>\$ 29,690,347</b>	<b>\$ 316,179,419</b>	<b>\$ 279,108,687</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 30,827,221</b>	<b>\$ 26,810,657</b>	<b>\$ 282,963,832</b>	<b>\$ 249,643,870</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(1,348,025)	(149,916)	(6,935,897)	(1,256,999)
18 Sales Tax Revenue <sup>1</sup>	(43,007,351)	(33,991,289)	(429,237,086)	(376,938,550)
19 Other Revenue	(1,886,743)	(707,864)	(13,287,967)	(8,468,276)
20 Fed Operations/Preventative Maint. Revenue	-	(16,005,142)	(217,421,907)	(232,292,722)
21 Bond Interest	7,254,956	7,214,518	72,595,564	80,378,289
22 Bond Interest UTCT	72,181	152,441	1,596,547	1,773,980
23 Bond Cost of Issuance/Fees	-	1,695,033	73,244	1,790,958
24 Lease Interest	-	94,693	1,293,141	1,104,441
25 Sale of Assets	(231,312)	(5,885,140)	(2,668,351)	(5,264,120)
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (39,146,294)</b>	<b>\$ (47,582,666)</b>	<b>\$ (593,992,712)</b>	<b>\$ (539,172,999)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 8,319,073</b>	<b>\$ 20,772,009</b>	<b>\$ 311,028,880</b>	<b>\$ 289,529,129</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(355,797)	(378,378)	(3,920,380)	(4,148,212)
28 Bond Refunding Cost Amortization	1,192,102	293,694	13,115,642	3,230,639
29 Future Revenue Cost Amortization	67,576	67,576	743,338	743,338
30 Depreciation	12,379,017	12,383,830	131,389,531	132,151,183
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 13,282,898</b>	<b>\$ 12,366,722</b>	<b>\$ 141,328,131</b>	<b>\$ 131,976,948</b>

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

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-4

As of November 30, 2022

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Nov-22	Nov-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,737,656)	\$ (2,911,782)	\$ (174,126)	-6%
2 Advertising Revenue	(193,500)	(127,000)	66,500	52%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (2,931,156)</b>	<b>\$ (3,038,782)</b>	<b>\$ (107,626)</b>	<b>-4%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 11,128,088	\$ 9,931,995	\$ (1,196,093)	-12%
5 Commuter Rail	2,740,045	2,240,004	(500,041)	-22%
6 Light Rail	4,337,332	3,528,973	(808,359)	-23%
7 Maintenance of Way	1,604,311	1,784,347	180,036	10%
8 Paratransit Service	2,092,415	2,170,305	77,890	4%
9 RideShare/Van Pool Services	285,283	316,174	30,891	10%
10 Microtransit	888,838	651,517	(237,321)	
11 Operations Support	5,968,774	5,103,426	(865,348)	-17%
12 Administration	3,858,188	4,047,499	189,311	5%
13 Planning/Capital Development/Real Estate	855,103	745,587	(109,516)	-15%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 33,758,377</b>	<b>\$ 30,519,827</b>	<b>\$ (3,238,550)</b>	<b>-11%</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 30,827,221</b>	<b>\$ 27,481,045</b>	<b>\$ (3,346,176)</b>	<b>-12%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (1,348,025)	\$ (562,570)	\$ 785,455	140%
18 Sales Tax Revenue	(43,007,351)	(39,258,000)	3,749,351	10%
19 Other Revenue	(1,886,743)	(1,250,000)	636,743	51%
20 Fed Operations/Preventative Maint. Revenue	-	-	-	
21 Bond Interest	7,254,956	7,749,362	494,406	6%
22 Bond Interest UTCT	72,181	148,357	76,176	51%
23 Bond Cost of Issuance/Fees	-	7,500	7,500	100%
24 Lease Interest	-	343,848	343,848	100%
25 Sale of Assets	(231,312)	-	231,312	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (39,146,294)</b>	<b>\$ (32,821,503)</b>	<b>\$ 6,324,791</b>	<b>19%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 8,319,073</b>	<b>\$ 5,340,458</b>		

BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)

EXHIBIT 1-4A

As of November 30, 2022

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE	%
	Nov-22	Nov-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 204,465	\$ 214,741	\$ 10,276	5%
2 Executive Director	253,703	706,345	452,642	64%
3 Chief Communication Officer	283,057			
4 Chief Planning and Engagement Officer	1,568,657	1,331,605	(237,052)	-18%
5 Chief Finance Officer	1,274,387	1,200,545	(73,842)	-6%
6 Chief Operating Officer	24,998,596	23,223,526	(1,775,070)	-8%
7 Chief People Officer	2,261,004	1,351,671	(909,333)	-67%
8 Chief Development Officer	712,682	642,697	(69,985)	-11%
9 Chief Enterprise Strategy Officer	2,201,826	1,848,697	(353,129)	-19%
10 Non-Departmental	-	-	-	
11 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 33,758,377</b>	<b>\$ 30,519,827</b>	<b>\$ (2,955,493)</b>	<b>-10%</b>

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE	%
	Nov-22	Nov-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
12 Board of Trustees	\$ 2,323,430	\$ 2,456,290	\$ 132,860	5%
13 Executive Director	5,695,182	7,782,642	2,087,460	27%
14 Chief Communication Officer	1,026,809	-	(1,026,809)	
15 Chief Planning and Engagement Officer	12,272,922	13,417,283	1,144,361	9%
16 Chief Finance Officer	12,768,349	13,385,047	616,698	5%
17 Chief Operating Officer	247,413,438	252,248,805	4,835,367	2%
18 Chief People Officer	11,380,828	13,722,344	2,341,516	17%
19 Chief Development Officer	5,257,157	7,072,208	1,815,051	26%
20 Chief Enterprise Strategy Officer	18,041,304	20,701,266	2,659,962	13%
21 Non-Departmental	-	-	-	
22 <b>TOTAL OPERATING EXPENSE</b>	<b>\$316,179,419</b>	<b>\$ 330,785,885</b>	<b>\$ 14,606,466</b>	<b>4%</b>

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of November 30, 2022

YEAR TO DATE

	ACTUAL Nov-22	BUDGET Nov-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (31,195,087)	\$ (31,167,360)	\$ 27,727	0%
2 Advertising Revenue	(2,020,500)	(1,252,000)	768,500	61%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (33,215,587)</b>	<b>\$ (32,419,360)</b>	<b>\$ 796,227</b>	<b>2%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 111,573,245	\$ 109,845,520	\$ (1,727,725)	-2%
5 Commuter Rail	25,928,253	24,851,852	(1,076,401)	-4%
6 Light Rail	37,299,988	38,517,069	1,217,081	3%
7 Maintenance of Way	17,039,631	19,268,587	2,228,956	12%
8 Paratransit Service	22,972,423	24,019,008	1,046,585	4%
9 RideShare/Van Pool Services	3,050,258	3,478,244	427,986	12%
10 Microtransit	5,590,648	6,057,895	467,247	8%
11 Operations Support	53,109,461	55,985,179	2,875,718	5%
12 Administration	32,425,415	40,196,533	7,771,118	19%
13 Planning/Capital Development/Real Estate	7,190,097	8,565,998	1,375,901	16%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 316,179,419</b>	<b>\$ 330,785,885</b>	<b>\$ 14,606,466</b>	<b>4%</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 282,963,832</b>	<b>\$ 298,366,525</b>	<b>\$ 15,402,693</b>	<b>5%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (6,935,897)	\$ (4,598,000)	\$ 2,337,897	51%
18 Sales Tax Revenue	(429,237,086)	(395,428,000)	33,809,086	9%
19 Other Revenue	(13,287,967)	(13,908,000)	(620,033)	-4%
20 Fed Operations/Preventative Maint. Revenue	(217,421,907)	(159,600,000)	57,821,907	36%
21 Bond Interest	72,595,564	77,972,638	5,377,074	7%
22 Bond Interest UTCT	1,596,547	1,672,697	76,150	5%
23 Bond Cost of Issuance/Fees	73,244	64,000	(9,244)	-14%
24 Lease Interest	1,293,141	1,919,206	626,064	33%
25 Sale of Assets	(2,668,351)	-	2,668,351	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (593,992,712)</b>	<b>\$ (491,905,459)</b>	<b>\$ 102,087,253</b>	<b>21%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 311,028,880</b>	<b>\$ 193,538,934</b>		

CAPITAL PROJECTS  
(UNAUDITED)  
As of November 30, 2022

EXHIBIT 1-6

	2022 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 30,839,889	\$ 47,861,863	64.4%
2 INFORMATION TECHNOLOGY	3,937,950	17,405,978	22.6%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	3,549,193	9,040,281	39.3%
4 CAPITAL PROJECTS	22,163,901	106,829,922	20.7%
5 AIRPORT STATION RELOCATION	120,605	128,000	94.2%
6 STATE OF GOOD REPAIR	28,516,437	52,976,642	53.8%
7 DEPOT DISTRICT	26,706,422	36,694,150	72.8%
8 OGDEN/WEBER STATE BRT	44,635,653	47,229,117	94.5%
9 TIGER	7,742,498	15,979,147	48.5%
10 TOTAL	<u>\$ 168,212,546</u>	<u>\$ 334,145,100</u>	50.3%
<b>REVENUES</b>			
11 GRANT	\$ 65,557,546	\$ 85,192,380	77.0%
12 STATE CONTRIBUTION	1,701,025	13,914,417	12.2%
13 LEASES (PAID TO DATE)	28,034,496	51,875,592	54.0%
14 BONDS	26,662,599	61,439,830	43.4%
15 LOCAL PARTNERS	4,097,033	30,415,935	13.5%
16 UTA FUNDING	42,159,848	77,829,952	54.2%
17 TOTAL	<u>\$ 168,212,546</u>	<u>\$ 320,668,106</u>	52.5%

FAREBOX RECOVERY & SPR  
(UNAUDITED)

EXHIBIT 1-7

As of November 30, 2022

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Nov-22	Nov-21	2022	2021
<b>UTA</b>				
Fully Allocated Costs	33,758,377	29,690,347	316,179,419	279,108,687
Passenger Farebox Revenue	2,737,656	2,699,690	31,195,087	27,856,288
Passengers	2,632,663	2,339,116	29,024,851	21,860,328
Farebox Recovery Ratio	8.1%	9.1%	9.9%	10.0%
Actual Subsidy per Rider	\$11.78	\$11.54	\$9.82	\$11.49
<b>BUS SERVICE</b>				
Fully Allocated Costs	16,378,377	14,584,924	156,971,902	136,943,573
Passenger Farebox Revenue	1,189,983	1,244,364	13,613,915	13,238,111
Passengers	1,345,387	1,140,818	14,487,852	11,266,647
Farebox Recovery Ratio	7.3%	8.5%	8.7%	9.7%
Actual Subsidy per Rider	\$11.29	\$11.69	\$9.90	\$10.98
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	9,419,978	7,597,630	83,787,726	68,878,432
Passenger Farebox Revenue	581,554	601,461	7,438,892	6,119,807
Passengers	853,390	874,995	9,974,412	7,610,811
Farebox Recovery Ratio	6.2%	7.9%	8.9%	8.9%
Actual Subsidy per Rider	\$10.36	\$8.00	\$7.65	\$8.25
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	4,099,851	4,316,627	38,579,913	41,474,162
Passenger Farebox Revenue	391,379	368,908	4,858,809	3,714,618
Passengers	278,521	215,624	2,975,548	1,872,281
Farebox Recovery Ratio	9.5%	8.5%	12.6%	9.0%
Actual Subsidy per Rider	\$13.31	\$18.31	\$11.33	\$20.17
<b>MICROTRANSIT</b>				
Fully Allocated Costs	966,459	500,024	6,248,187	2,755,391
Passenger Farebox Revenue	28,286	6,748	178,822	53,651
Passengers	32,281	9,434	214,331	70,483
Farebox Recovery Ratio	2.9%	1.3%	2.9%	1.9%
Actual Subsidy per Rider	\$29.06	\$52.29	\$28.32	\$38.33
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,285,327	2,053,596	24,626,194	23,124,746
Passenger Farebox Revenue	309,252	293,739	2,389,406	2,024,171
Passengers	66,485	58,175	728,200	509,295
Farebox Recovery Ratio	13.5%	14.3%	9.7%	8.8%
Actual Subsidy per Rider	\$29.72	\$30.25	\$30.54	\$41.43
<b>RIDESHARE</b>				
Fully Allocated Costs	608,385	637,547	5,965,496	5,932,383
Passenger Farebox Revenue	237,202	184,471	2,715,243	2,705,931
Passengers	56,599	40,070	644,509	530,811
Farebox Recovery Ratio	39.0%	28.9%	45.5%	45.6%
Actual Subsidy per Rider	\$6.56	\$11.31	\$5.04	\$6.08

As of November 30, 2022

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Nov-22	Nov-21	2022	2021
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$16,378,377	\$14,584,924	\$156,971,902	\$136,943,573
Light Rail Service	\$9,419,978	\$7,597,630	\$83,787,726	\$68,878,432
Commuter Rail Service	\$4,099,851	\$4,316,627	\$38,579,913	\$41,474,162
Microtransit	\$966,459	\$500,024	\$6,248,187	\$2,755,391
Paratransit	\$2,285,327	\$2,053,596	\$24,626,194	\$23,124,746
Rideshare	\$608,385	\$637,547	\$5,965,496	\$5,932,383
<b>UTA</b>	<b>\$33,758,377</b>	<b>\$29,690,347</b>	<b>\$316,179,419</b>	<b>\$279,108,687</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,189,983	\$1,244,364	\$13,613,915	\$13,238,111
Light Rail Service	\$581,554	\$601,461	\$7,438,892	\$6,119,807
Commuter Rail Service	\$391,379	\$368,908	\$4,858,809	\$3,714,618
Microtransit	\$28,286	\$6,748	\$178,822	\$53,651
Paratransit	\$309,252	\$293,739	\$2,389,406	\$2,024,171
Rideshare	\$237,202	\$184,471	\$2,715,243	\$2,705,931
<b>UTA</b>	<b>\$2,737,656</b>	<b>\$2,699,690</b>	<b>\$31,195,087</b>	<b>\$27,856,288</b>
<b>PASSENGERS</b>				
Bus Service	1,345,387	1,140,818	14,487,852	11,266,647
Light Rail Service	853,390	874,995	9,974,412	7,610,811
Commuter Rail Service	278,521	215,624	2,975,548	1,872,281
Microtransit	32,281	9,434	214,331	70,483
Paratransit	66,485	58,175	728,200	509,295
Rideshare	56,599	40,070	644,509	530,811
<b>UTA</b>	<b>2,632,663</b>	<b>2,339,116</b>	<b>29,024,851</b>	<b>21,860,328</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	7.3%	8.5%	8.7%	9.7%
Light Rail Service	6.2%	7.9%	8.9%	8.9%
Commuter Rail Service	9.5%	8.5%	12.6%	9.0%
Microtransit	2.9%	1.3%	2.9%	1.9%
Paratransit	13.5%	14.3%	9.7%	8.8%
Rideshare	39.0%	28.9%	45.5%	45.6%
<b>UTA</b>	<b>8.1%</b>	<b>9.1%</b>	<b>9.9%</b>	<b>10.0%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$11.29	\$11.69	\$9.90	\$10.98
Light Rail Service	\$10.36	\$8.00	\$7.65	\$8.25
Commuter Rail Service	\$13.31	\$18.31	\$11.33	\$20.17
Microtransit	\$29.06	\$52.29	\$28.32	\$38.33
Paratransit	\$29.72	\$30.25	\$30.54	\$41.43
Rideshare	\$6.56	\$11.31	\$5.04	\$6.08
<b>UTA</b>	<b>\$11.78</b>	<b>\$11.54</b>	<b>\$9.82</b>	<b>\$11.49</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of November 30, 2022

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government <sup>1</sup>	\$ 3,872,751	\$ 3,872,751	-	-	-	-
2 Sales Tax Contributions	72,087,471	37,117,358	\$ 34,970,113	-	-	-
3 Warranty Recovery	1,655,942	1,655,942	-	-	-	-
4 Build America Bond Subsidies	-	-	-	-	-	-
5 Product Sales and Development	749,496	578,644	26,045	\$ 13,436	\$ 43,439	\$ 87,932
6 Pass Sales	42,114	196,493	61,205	(18,780)	(26,220)	(170,584)
7 Property Management	112,569	45,453	9,431	7,424	1,000	49,261
8 Vanpool/Rideshare	109,027	57,586	12,945	18,524	8,499	11,473
9 Salt Lake City Agreement	364,356	364,356	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	3,000,000	3,000,000	-	-	-	-
12 Other	1,153,777	1,153,777	-	-	-	-
13 <b>Total</b>	<b>\$ 83,147,503</b>	<b>\$ 48,042,360</b>	<b>\$ 35,079,739</b>	<b>\$ 20,604</b>	<b>\$ 26,718</b>	<b>\$ (21,918)</b>

**Percentage Due by Aging**

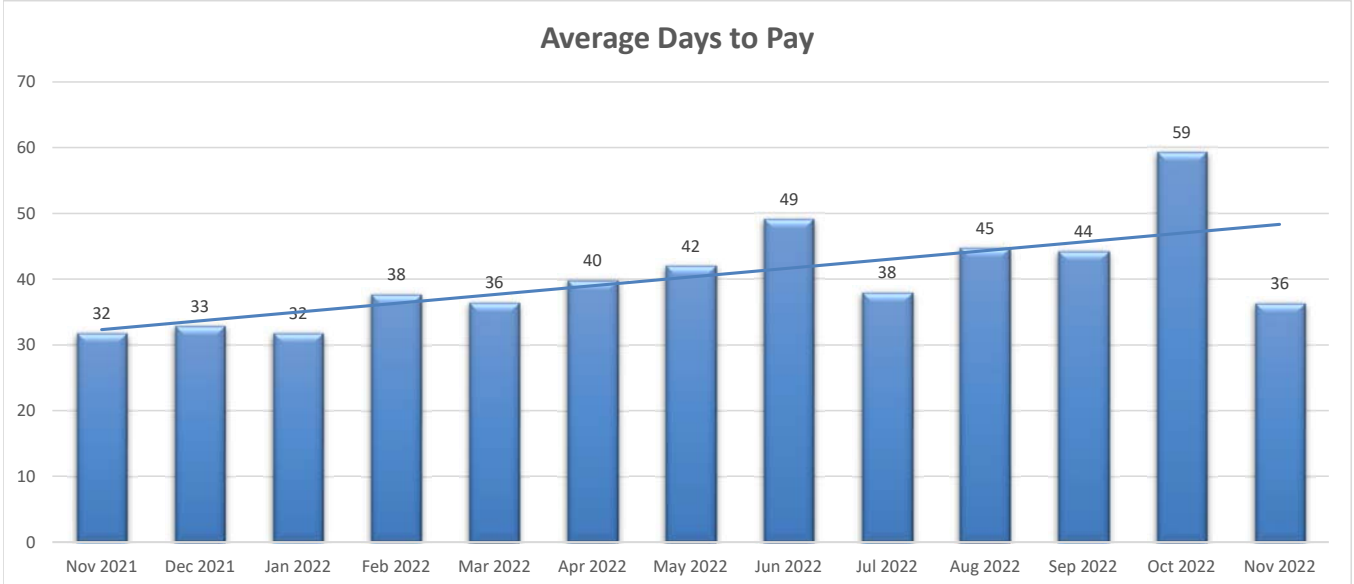
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	51.5%	48.5%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies					
18 Product Sales and Development	77.2%	3.5%	1.8%	5.8%	11.7%
19 Pass Sales	466.6%	145.3%	-44.6%	-62.3%	-405.1%
20 Property Management	40.4%	8.4%	6.6%	0.9%	43.8%
21 Vanpool/Rideshare	52.8%	11.9%	17.0%	7.8%	10.5%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements					
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 <b>Total</b>	<b>57.8%</b>	<b>42.2%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

<sup>1</sup> Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM NOVEMBER 1, 2022 THROUGH NOVEMBER 30, 2022  
 (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>
21-3488VW	MOBU BUS FACILITY EXPANSION	10/29/2021 R & O CONSTRUCTION	892640	11/2/2022	305,051.77
18-02925BM	OGDEN - WSU BRT FINAL DESIGN	8/1/2019 JACOBS ENGINEERING	892641	11/2/2022	340,378.92
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019 RHINEHART OIL CO. INC.	892642	11/2/2022	550,521.08
20-3349VW	ON-CALL MAINTENANCE	6/9/2021 STACY AND WITBECK, INC.	892643	11/2/2022	1,808,621.44
19-0312PP	27-45' COMMUTER BUSES	8/19/2020 MOTOR COACH INDUSTRIES INC.	892644	11/2/2022	1,985,839.98
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	11/3/2022	281,405.99
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	11/3/2022	916,640.36
22-03640CG	EMPLOYEE HOLIDAY GIFTCARDS	11/9/2022 HARMONS INC	370958	11/9/2022	345,825.00
R2022-04-02		SIEMENS MOBILITY INC.	892712	11/9/2022	372,521.63
18-02925BM	OGDEN - WSU BRT FINAL DESIGN	8/1/2019 JACOBS ENGINEERING	892713	11/9/2022	602,250.90
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019 RHINEHART OIL CO. INC.	892714	11/9/2022	626,954.11
18-2741	DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018 BIG-D CONSTRUCTION	892715	11/9/2022	2,159,657.40
R2022-04-01		ROCKY MOUNTAIN POWER	371068	11/16/2022	421,218.69
UT CONTRACT#AR233	DATA COMMUNICATIONS EQUIP & SRVC	6/1/2014 CVE TECHNOLOGY GROUP INC.	892790	11/16/2022	208,236.31
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019 RHINEHART OIL CO. INC.	892791	11/16/2022	291,617.74
20-3378VW	TPSS UPGRADE/REHAB	6/24/2021 C3M POWER SYSTEMS LLC	892792	11/16/2022	611,402.04
20-3349VW	ON-CALL MAINTENANCE	6/9/2021 STACY AND WITBECK INC.	892793	11/16/2022	4,296,314.36
R2022-04-01		SELECT HEALTH	ZION-ACH	11/16/2022	814,121.20
R2022-04-01		SELECT HEALTH	ZION-ACH	11/16/2022	828,920.00
16-1680PP	40 FOOT DIESEL AND CNG BUSES	5/1/2016 GILLIG CORPORATION	892813	11/17/2022	955,000.73
20-3382VW	ON-CALL POSITIVE TRAIN CONTROL	3/2/2021 ROCKY MOUNTAIN SYSTEMS SERVICE	892814	11/17/2022	1,293,977.30
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	11/17/2022	281,958.49
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	11/17/2022	916,898.80
16-1680PP	40 FOOT DIESEL AND CNG BUSES	5/1/2016 GILLIG CORPORATION	892817	11/21/2022	9,616,206.47
UT CONTRACT#PA2214	COMPUTER EQUIPMENT	10/30/2015 MOBILE CONCEPT TECHNOLOGY, LLC	371318	11/22/2022	266,100.00
18-2851	UTA INSURANCE BROKERAGE SERVICES	9/1/2018 UTAH LOCAL GOVERNMENTS TRUST	371323	11/22/2022	620,295.22
20-03282	SD100/SD160/S70 LRV SEAT REPLACEMENT	12/4/2020 USSC GROUP, INC.	892880	11/22/2022	297,120.00
R2022-04-02		SIEMENS MOBILITY INC.	892881	11/22/2022	381,060.74
17-2455JH	LOCOMOTIVE REMANUFACTURER	8/22/2018 MOTIVE POWER, INC	892882	11/22/2022	392,183.00
16-1680PP	40 FOOT DIESEL AND CNG BUSES	5/1/2016 GILLIG CORPORATION	892883	11/22/2022	524,186.11
22-03546VW	APPRENTICESHIP TRAINING CURRICULUM	5/14/2022 XPAN INTERACTIVE USA INC.	892884	11/22/2022	551,980.86
20-3382VW	ON-CALL POSITIVE TRAIN CONTROL	3/2/2021 ROCKY MOUNTAIN SYSTEMS SERVICE	892885	11/22/2022	687,268.46
20-03384VW	PROJECT MGMT SERVICES	4/17/2021 HNTB CORPORATION	892886	11/22/2022	709,009.81
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019 RHINEHART OIL CO. INC.	892887	11/22/2022	821,649.09
19-3038VW	POINT OF THE MOUNTAIN STUDY	7/31/2019 PARAMETRIX INC.	892978	11/30/2022	224,221.50
21-3410VW	FRONTRUNNER PROGRAM MANGEMENT	5/28/2021 KIMLEY-HORN AND ASSOCIATIES INC.	892979	11/30/2022	416,177.81
19-03043BM	SALT LAKE COUNTY MICROTRANSIT	7/2/2019 VIA TRANSPORTATION INC	892980	11/30/2022	491,830.56
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019 RHINEHART OIL CO. INC.	892981	11/30/2022	613,303.99
20-03255	LIGHT RAIL COMMUNICATION UPGRADE	12/17/2020 WOOJIN IS AMERICA INC.	892982	11/30/2022	1,104,581.68





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/11/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Finance Officer & Treasurer  
**PRESENTER(S):** Troy Bingham, Comptroller

**TITLE:**

---

**R2023-01-01 Resolution Designating Authorized Users for Utah Public Treasurers' Investment Fund Accounts**

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Adopt Resolution R2023-01-01 authorizing the Treasurer (Chief Financial Officer), Comptroller and Assistant Treasurer as authorized users for the Utah Public Treasurers' Investment Fund (PTIF) Accounts

---

**BACKGROUND:**

The Board of Trustees Policy 2.1, Financial Management, authorizes the Treasurer to open and close bank accounts and ensure that only authorized users are provided access to bank accounts.

This resolution updates the list of personnel that are authorized and empowered by the Board of Trustees to act on behalf of the Agency to access funds, direct transaction and add, delete, or make changes to Utah Public Treasurers' Investment Fund (PTIF) accounts.

---

**DISCUSSION:**

On February 10, 2021, the Board of Trustees adopted Resolution R2021-02-02 designating authorized users for the Utah Transit Authority's Utah Public Treasurers' Investment Fund Accounts.

Since the February 10, 2021 Board action, there have been organizational changes including the hiring of an Assistant Treasurer. The proposed resolution will designate the following as authorized users of UTA's PTIF investment fund accounts: Bill Greene, Treasurer; Troy Bingham, Comptroller; and Rob Lamph, Assistant Treasurer.

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**ALTERNATIVES:**

None

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**FISCAL IMPACT:**

None

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**ATTACHMENTS:**

Resolution R2023-01-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY DESIGNATING AUTHORIZED USERS FOR  
ITS UTAH PUBLIC TRASURERS' INVESTMENT FUND ACCOUNTS**

R2023-01-01

January 11, 2023

WHEREAS, 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 Utah Public Treasurers' Investment Fund ("PTIF") is available to state and local government entities, including local public transit districts, to provide a short-term cash investment vehicle; and

WHEREAS, PTIF invests only in securities authorized by the Utah State Money Management Act, UTAH CODE § 51-7-1, *et seq.*, including investment-grade corporate notes, top tier commercial paper, money market mutual funds, and U.S. Government agency obligations; and

WHEREAS, the Authority currently maintains accounts with PTIF because they provide the Authority with a means to safely invest funds at a competitive interest rate while maintaining a high degree of liquidity; and

WHEREAS, the Authority is required to designate PTIF users to access funds, to direct transactions, to add, delete, or make changes to bank accounts tied to PTIF accounts, to open or close accounts, and to execute any necessary forms in connection with such changes on behalf of the Authority; and

WHEREAS, the Authority requires the approval of two designated users prior to accessing funds, directing transactions, adding, deleting, or making changes to bank accounts tied to PTIF accounts, opening or closing accounts, and executing any necessary forms in connection with such changes to PTIF accounts; and

WHEREAS, the Board, in Board of Trustees Policy 2.1 has established the policies for the financial management of the Authority; and

WHEREAS, the Board, via resolution and policy, namely the Authority Bylaws and Board of Trustees Policy 2.1 has delegated some financial responsibilities to Officers and executives of the Authority, and desires by Resolution to reflect their authority to handle funds, make investments, and disburse Authority monies.

WHEREAS, the Board of the Authority desires to designate William Greene, Treasurer and Chief Financial Officer; Troy Bingham, Comptroller; and Robert Lamph, Assistant Treasurer as authorized users on its PTIF accounts.

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

1. That Resolution R2021-02-02 is hereby rescinded in its entirety.
2. That William Greene, Troy Bingham, and Robert Lamph are hereby designated as PTIF users.
3. That Annette Royle is directed to execute the Public Entity Resolution in substantially the same form as Exhibit A to this resolution and William Greene is directed to file it with the Utah Office of State Treasurer.
4. That this Resolution shall remain in full force and effect until written revocation is delivered by the Authority to the Utah Office of State Treasurer.
5. That the Board hereby ratifies any and all actions taken by the Authority's management, staff, and counsel to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 11th day of January 2023.

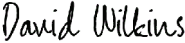
\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
  
5E3257B1CF024B9...  
Legal Counsel \_\_\_\_\_

## EXHIBIT A



Office of the State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Annette Royle (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Utah Transit Authority (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Table with 4 columns: Name, Title, Email, Signature(s). Rows include William C. Greene (Chief Finance Officer), Troy Bingham (Comptroller), and Robert Lamph (Assistance Treasurer).

The authority of the named individuals to act on behalf of Utah Transit Authority (Name of Legal Entity) shall remain in full force and effect until written revocation from Utah Transit Authority (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Secretary of the Authority (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 11th day of January, 2023, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row contains: Annette Royle, Secretary of the Authority.

STATE OF UTAH )
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this 11th day of January, 2023, by Annette Royle (Name), as Secretary of the Authority (Title) of Utah Transit Authority (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature \_\_\_\_\_



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 1/11/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Ann Green-Barton, Director Total Rewards

**TITLE:**

---

**Contract: Employee Assistance Program Services (Blomquist Hale Consulting Group)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Authorize the Executive Director to execute a contract and associated disbursements with Blomquist Hale Consulting Group for Employee Assistance Services with a 3 year base period (NTE of \$340,887.60) and two potential one-year option periods for a total 5-year NTE of \$568,146.00 if both options are exercised by UTA.

---

**BACKGROUND:**

The contract is for the Employee Assistance Program Service Agreement between Utah Transit Authority (UTA) and Blomquist Hale for both Bargaining and Administrative employees.

---

**DISCUSSION:**

UTA conducted a Request for Proposals (RFP) to procure Employee Assistance Program services for its employees. UTA, in partnership with the Joint Insurance Committee members, has selected Blomquist Hale to provide Employee Assistance Services to UTA Employees. Blomquist Hale was the previous provider of these services. Blomquist Hale has a large breadth of services to include Substance Abuse Rehabilitation, Financial Counseling, Grievance Counseling, and many others. The overall employee support from this partner cannot be matched for the applicable price. Blomquist Hale currently travels onsite during transit post-accidents to assist employees with counseling 24/7/365. They also handle our Critical Incident services.

---

**CONTRACT SUMMARY:**

**Contractor Name:** Blomquist Hale Consulting Group  
**Contract Number:** 22-03645CG  
**Base Contract Effective Dates:** January 11, 2023 through January 31, 2026  
**Extended Contract Dates:** February 1, 2026 through January 31, 2028 (Option Years if exercised)  
**Existing Contract Value:** NA  
**Amendment Amount:** NA  
**New/Total Contract Value:** NTE of \$340, 887.60 for base period; NTE of \$568,146.00 if both options are exercised.  
**Procurement Method:** Request for Proposal  
**Budget Authority:** -Department Operating Budgets (Fringe Benefit Rate Calculation)

---

**ALTERNATIVES:**

Discontinue offering EAP services to UTA employees

---

**FISCAL IMPACT:**

This contracted amount is budgeted in UTA's 2023 budget.

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**ATTACHMENTS:**

Employee Assistance Program contract number 22-03645CG

## **PROFESSIONAL SERVICES AGREEMENT**

### **UTA CONTRACT #22-03645CG**

#### **Employee Assistance Program**

This Professional 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 Blomquist Hale Consulting Group, a Utah Corporation (“Contractor”).

#### **RECITALS**

WHEREAS, UTA desires to hire professional services for Employee Assistance Program Services.

WHEREAS, On 10/14/2022, UTA issued Request for Proposal Package Number 22-03645CG (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

#### **AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

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

- a. Contractor shall perform all 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 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s 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 for an initial three- year period expiring January 31<sup>st</sup> 2026. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. 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 Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. 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 Professional Services;
3. Contractor 's Proposal including, without limitation, all federal certifications (as applicable);

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## 9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

**10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional 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 Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

**11. USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subContractor s, 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 subContractor s, 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 subContractor s.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

**12. KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Justin Olsen, LCMHC

Cameron McBride, CEO

\_\_\_\_\_

If the contractor changed key personnel without the express written permission of UTA, it shall be

in default of the contract and liable for default damages .

### 13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a “Suspension of Work Order” issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor ’s cost or time to perform the Work, UTA’s Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

### 14. **TERMINATION**

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subContractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

- 1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA’s own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
- 2. Pursue other remedies available under the Contract (regardless of whether the

termination remedy is invoked); and/or

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

### **CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor 's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

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

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or 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.

### **16. FINDINGS CONFIDENTIAL**

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

- a. It is hereby agreed that the following information is not considered to be confidential:

- A. Information already in the public domain.
- B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
- C. Information developed by or in the custody of Contractor before entering into this Contract.
- D. Information developed by Contractor through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

**17. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). 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.

**18. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or 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.

**19. 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".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

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, 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.

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 Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor'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.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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. **SUBCONTRACTOR S:** Contractor s' certificate(s) shall include all subContractor s as additional insureds under its policies or subContractor s 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-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. 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 Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## 20. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subContractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor

shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

22. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

23. **CLAIMS/DISPUTE RESOLUTION**

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

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Ann Green-Barton/Contractor's Project Manager	Five calendar days
UTA's Chad Gonzales/Contractor's Justin Olsen	Five calendar days
UTA's Troy Hamilton/Contractor's Cameron McBride	Five calendar days

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

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

24. **GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

25. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority  
ATTN: Chad Gonzales  
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 :

Justin Olsen  
860 East 4500 South, Suite 202  
Salt Lake City, UT 84107

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

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

- a. The following requirements apply to the extent that the Contractor is providing design or construction services and (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.

30. **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

31. **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.

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **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.

36. **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.

36. **AMENDMENTS**

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

37. **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.

38. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

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

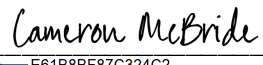
**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

By \_\_\_\_\_

By   
70E33A415BA44F6...  
UTA Legal Counsel

**Blomquist Hale :**

DocuSigned by:  
By   
E61B8BF87C324C2  
Name Cameron McBride  
Title CEO

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

## **Exhibit A**

### **Scope of Work**

Contractor will provide high engagement mental health solutions for Utah Transit Authority with services in the following areas:

- Individual, marital, and family counseling; stress, anxiety, or depression treatment; crisis intervention and counseling; bereavement and grief counseling; financial and legal assistance; and senior care planning.
- Substance Abuse Program (SAP) Services: Services include but are not limited to substance abuse and addiction evaluations, counseling services, and aftercare recommendations in accordance with 49 CFR Part 40; community education, treatment and program referrals; development and direction of follow-up testing plans for DOT-regulated safety-sensitive and non-DOT-regulated safety-sensitive employees; collaboration with UTA's Medical Review Officer (MRO); and determination of employees' successful compliance with SAP's recommendation and eligibility to return to work.
- Critical Incidence Program Services: Services include but are not limited to 24/7 crisis services; accident and injury defuse and debrief sessions.
- Extended Critical Incidence Program Services: Services include extended one year counseling program with SAP for employees who have experienced situations of personal assault or accidents resulting in fatality.
- Benefits Education/Training: Services include but are not limited to conduct trainings and seminars to educate employees on an ongoing basis on health and welfare subjects.
- Account Manager: Support client service requests and serve as a point of contact for urgent and escalated items and inquires. Provide Account Manager's name, background, industry affiliations, and credentials.
- Utilization Reporting/Annual Review: Analyze and present plan design and plan utilization information on a quarterly basis. Contractor will meet with UTA monthly to review utilization and benefit/program offerings.

**Exhibit B**

**Payment**

Contractor will invoice UTA monthly for services used in the month prior. Contractor's rate to UTA will be invoiced for each payment at a rate of \$3.58 per employee based on the number of employees shown on the role for that service month. Extended Critical Incident services will be invoiced at \$565.00 per employee.

Contract has a not-to-exceed value of \$340,887.60 for the base period and if both options were to be exercised, the 5-year NTE would be \$568,146.00. The yearly not-to-exceed amount is \$113,629.20.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/11/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kim Shanklin, Chief People officer  
**PRESENTER(S):** Kim Shanklin, Chief People Officer  
Greg Gerber, Director Talent Acquisition

**TITLE:**

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**Contract: Recruitment Advertising Services (Bayard Advertising Agency, Inc.)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Authorize the Executive Director to execute a contract and associated disbursements with Bayard Advertising Agency, Inc. for Recruitment Advertising Services with a 2 year base period (NTE of \$1,000,000) and three potential one-year option periods for a total 5-year NTE of \$2,500,000 if all three options are exercised by UTA.

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**BACKGROUND:**

UTA is seeking a recruitment advertising firm, that is familiar with the transit industry, has a reputation as a service leader in the Recruitment Advertising industry and is known for their flexibility and innovative solutions for delivering efficient stream-lined results within a specified timeframe and targeted budget. The UTA Talent Acquisition Office is interested in hiring a Recruitment Marketing Advertising Agency to deploy UTA's employee recruitment branding strategies; targeted discipline-specific advertising; and talent acquisition/management analytics. UTA needs to be able to attract applicants to our jobs cost-effectively and when applicable, move beyond job boards to other recruitment strategies.

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**DISCUSSION:**

The original requisition for these services was entered for \$90K (below pre-procurement threshold). After an RFP and evaluation were conducted, UTA was advised to increase the budget request to \$200K - \$500K / year in order to effectively cover the Recruitment Marketing needs of the Agency.

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**CONTRACT SUMMARY:**

**Contractor Name:** Bayard Advertising Agency, Inc.  
**Contract Number:** 22-03606CG  
**Base Contract Effective Dates:** January 12<sup>th</sup>, 2023 - January 31<sup>st</sup> 2025  
**Extended Contract Dates:** Three options of one year each  
**Existing Contract Value:** NA  
**Amendment Amount:** NA  
**New/Total Contract Value:** Base contract will hold a not-to-exceed \$1,000,000. If all options are exercised the total contract value will be \$2,500,000.  
**Procurement Method:** RFP  
**Budget Authority:** Operations Chief's Operating Budget for 2023-2027 Budget

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**ALTERNATIVES:**

No viable alternative in order to obtain required talents and skills to meet UTA needs.

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**FISCAL IMPACT:**

Costs for this service are included in the Approved 2023 Budget and will be included in future budgets as needed.

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**ATTACHMENTS:**

Contract

**PROFESSIONAL SERVICES AGREEMENT**  
22-03606CG Recruitment Advertising Agency

This Professional Services Agreement (“Contract” or “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 Bayard Advertising Agency, Inc. (“Contractor”).

**RECITALS**

WHEREAS UTA desires to hire professional services for recruitment advertising.

WHEREAS, On October 12,2022, UTA issued Request for Proposal Package Number 22-03606CG (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

**AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**1. SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Work as set forth in a Scope of Services (the first of which is set forth in 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. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements for the Work being performed.
- 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 that are provided to Contractor in advance and in writing, 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 managing the 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 perform 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 progress reports as requested by UTA 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, upon advance written notice, 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 reasonably reject Work which fails to conform to the requirements within a Scope of Services. 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 Scope of Service requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Contractor shall refund UTA for such non-confirming Works.

#### **4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial two- year period expiring January 31<sup>st</sup>, 2025. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. 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.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- c. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.
- d. If Contractor is purchasing media for UTA at UTA’s written direction as part of the Work or under a Scope of Services, all media shall be purchased by Contractor in accordance with the concept of sequential liability, so that Contractor shall not be required to pay the the 3 party media vendor until it receives payment from UTA. . Contractor has the right to confirm with vendors that they expressly agree to payment in accordance with the foregoing terms. Contractor’s arrangements with media vendors made on UTA’s behalf shall be in accordance with media rate cards or other standard or individual conditions and contracts which shall be binding on UTA after reviewed and approval by UTA

6. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

7. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, request changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

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

- B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## 8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work. Approval by UTA shall not be unreasonably withheld. 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**

Subject to UTA’s payment in full under the applicable Scope of Services, and excluding any Contractor Materials (as defined below) or Third Party Materials (as defined below), any final deliverables prepared or developed pursuant to the Contract and described in the Scope of Services 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 Work. UTA shall have full rights and privileges to use and reproduce said items, subject to any limitations on Third Party Materials. To the extent that any deliverables include or incorporate intellectual property of Contractor (“Contractor Materials”), subject to UTA’s payment in full under the applicable Scope of Services, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property as integrated into the deliverables 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 agent, officers, directors, employees, joint owners, affiliates and contractors. Contractor may, upon UTA’s approval, enter in to agreements with third parties for the use, creation and/or production of certain materials, rights and/or information that will be subject to third party ownership, use and/or payment obligations and/or limitations (“Third Party Materials”); provided, however, UTA shall have agreed to such obligations and/or restrictions. UTA agrees to use third party materials consistent with the restrictions, limitations, obligations and disclaimers for such third party materials as communicated to and approved in advance by UTA in writing.

## 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 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.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor further agrees that all subcontracts shall comply with all applicable laws.
- f. “Subcontractor” or “subcontract” as used herein means any third party under Contractor’s direction and control and engaged by Contractor to provide Work for UTA’s benefit, which Work would otherwise be provided by Contractor as part of its staffing and fee under the relevant Scope of Services. “Subcontractors” or “subcontract” as used herein, do not include third parties engaged by Contractor on UTA’s behalf at UTA’s written direction in accordance with this Contract to perform services or provide materials or rights that are ancillary or supplemental to Contractor’s Work (e.g., media vendors, production companies, technology vendors, and research vendors) (“Ancillary Vendors”). Although Contractor shall endeavor to guard against any loss to UTA as the result of the failure of Ancillary Vendors to properly execute their commitments, Contractor will not be responsible for their failure or their other acts or omissions.

## 12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in the Scope of Services and shall not change any of said key personnel without the express written consent of UTA, provided that such key

personnel remain employed with Contractor or are not on leave.

### 13. **SUSPENSION OF WORK**

- a. UTA may, on thirty (30) days' advance written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall promptly comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage. UTA will pay all reasonable and documented amounts UTA owes under this Agreement for Work properly performed, expenses incurred or irrevocably committed up to the date of the suspension.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA as permitted in Section 14 herein, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

### 14. **TERMINATION**

a. **FOR CONVENIENCE:**

Either party shall have the right to terminate the Contract at any time by providing ninety (90) days' advance written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Work delivered and fully performed prior to the effective date of termination, expenses incurred or irrevocably committed; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If either party (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; or (e) fails to comply with any of its material obligations under the Contract, a non-breaching party may, in its discretion, after first giving the breaching party thirty (30) days written

notice to cure such default:

1. Terminate the Contract (in whole or in part);
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

Upon termination UTA will promptly pay all reasonable and documented amounts UTA owes under this Agreement for Work properly performed, expenses incurred or irrevocably committed up to the date of the termination.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Contractor shall (i) promptly discontinue all work affected (unless the notice directs otherwise); and (ii) subject to UTA paying all amounts owed to Contractor, deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any reasonable questions or concerns that UTA may have regarding the Work furnished by Contractor prior to termination.

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

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, cost documentation related to the performance as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other financial 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 four (4) years after completion of the Work. During the Term hereof, financial records shall, upon at least thirty (30) days advance written notice, once per year, be made available at reasonable business hours, for UTA's Auditor (as defined below) to audit and inspect such financial records. Copies of requested records shall be furnished to Auditor 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. "Auditor" shall be defined as a suitably qualified independent third-party auditor from a certified public accounting firm, who is not compensated on a contingency fee or other similar basis or providing cost consulting services to UTA, and has signed a mutually agreeable non-disclosure agreement. Auditor shall not be provided with access to individual payroll and personnel files; any information relating to Contractor's other clients; any of Contractor's overhead or other non-billable costs or related information; underlying elements of fixed pricing arrangements; non-disclosed media sales; any information subject to restrictions in contracts with third parties; Contractor's IT infrastructure, servers and systems; any information relating to agreements entered into by Contractor as principal (excluding those entered into by Contractor on behalf of UTA); or any information that is subject

to legal restrictions.

**16. FINDINGS CONFIDENTIAL**

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

- a. It is hereby agreed that the following information is not considered to be confidential:
  - A. Information known or that becomes known to the public.
  - 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.

Subject to Paragraph 17 below, the obligations of Contractor herein with respect to the confidential information of UTA shall apply to UTA with respect to the Contractor Confidential Information, mutatis mutandis, as if fully set forth herein. “Contractor Confidential Information,” for purposes of this Contract, means any information the Contractor identifies as confidential or which, or based on the nature of the information and the circumstances of disclosure, reasonably be understood to be confidential, including, but not limited to, Contractor’s fees, any information about Contractor’s clients or competitors, and the rates and other terms negotiated by Contractor with third parties providing goods or services in connection with this Contract.

**17. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). 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.

**18. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as “UTA Indemnitees”) from and against all third party 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. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the UTA Indemnitees.

UTA will be responsible for all information that it furnishes to Contractor, including but not limited to information concerning UTA's organization, industry, or services. UTA shall indemnify, hold harmless and defend Contractor, including its parents, subsidiaries, sisters and other affiliated companies and each of their respective directors, officers, employees, and agents (hereinafter collectively referred to as "Contractor Indemnitees") from and against all third party Claims related to: (i) a breach or alleged breach of UTA's representations, warranties, covenants or obligations under this Agreement; (ii) any job posting, advertising or other forms of communication provided by or approved prior to release by UTA; (iii) UTA's hiring practices, employment or job interviewing practices, programs or services; (iv) UTA's sale and provisioning of its products and services, (v) acts by Contractor taken with UTA's approval, except where such claim results from an action or a failure to act by Contractor that constitutes negligence or intentional misconduct of Contractor; or (vi) any investigation of the acts or practices of UTA including, without limitation, any costs or expenses related to compliance with any third party subpoena or other discovery request. No settlement or compromise that imposes any liability or obligation on any Contractor Indemnitees will be made without the Contractor Indemnitees' prior written consent (not to be unreasonably withheld, conditioned or delayed, it being acknowledged that a Contractor Indemnitees' consent to any settlement or compromise that does not include a full and complete release of Contractor Indemnitees may be withheld). Notwithstanding the foregoing, Contractor shall have the right, but not the obligation, to participate in the defense and/or settlement of any losses at its own cost and expense, and UTA shall cooperate in the defense of any losses and provide such assistance and information as is reasonably requested for such defense.

NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING ALL LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, HOWEVER ARISING, WHETHER FROM THIS AGREEMENT OR OTHERWISE. EXCEPT FOR INDEMNITY OBLIGATIONS ARISING UNDER PARAGRAPH 18 ABOVE, CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO CONTRACTOR BY UTA AS ITS FEE (EXCLUDING ALL THIRD PARTY EXPENSES AND MEDIA COSTS) IN THE 12 MONTHS PRIOR TO THE CLAIM ARISING.

19. **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 UTA in no way warrants that the

minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under 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 \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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) \$1,000,000

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, 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	\$75,000
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.

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

- 1. On insurance policies where the UTA is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor'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.
- 3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

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

20. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under this Contract, provided that all Work is used by UTA as provided by Contractor and without modification, and provided further that the infringement does not result from any materials provided by the UTA. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.

21. **REPRESENTATIONS**

UTA represents and warrants to Contractor that it: (i) shall use commercially reasonable efforts to perform and promptly complete the obligations it is responsible for and shall make payment for all Work rendered according to the terms and conditions hereof and as set forth within a Scope of Services, (ii) is responsible for the accuracy, completeness and propriety of information concerning its organization, products, services, industry, or competitors, including any information, disclosures or requirements which are imposed upon UTA as a result of its business activities by any governmental, regulatory or oversight agency, body, tribunal or proceeding; (iii) all of the materials, job postings, content, marks, trademarks, logos or other materials provided to Contractor will not infringe or violate the rights of any third party; and (iv) it shall at all times be in compliance with all applicable laws and regulations.

22. **INDEPENDENT CONTRACTOR**

Contractor shall have the right to enter in to agreements with Ancillary Vendors, which have been approved by UTA in accordance with this Agreement, as a limited agent for a disclosed principal. Except as agreed to herein, 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.

23. **PROHIBITED INTEREST**

During the Term and for a period of one (1) year thereafter, neither party will solicit, recruit, hire or engage, directly or indirectly, any employee of the other party with whom such party has had contact in connection with the relationship arising under this Agreement. It shall not be a violation of this Section for either party, as applicable, to advertise for personnel in generally available media, including through newspaper advertising, the internet, job fairs, recruiters and similar methods, and to hire any personnel of the other that contact them as a consequence of such advertising.

24. **CLAIMS/DISPUTE RESOLUTION**

a. “Claim” means any disputes between UTA and the Contractor arising out of or relating to the Contract 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 Chief People Officer/Contractor’s Colin Whitaker	Five calendar days
UTA’s Executive Director/Contractor’s Colin Whitaker	Five calendar days

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

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

25. **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.

26. **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, provided, however, that Contractor may assign its complete rights and obligations under this Contract, upon notice without such consent, in connection with the sale of Contractor's business, whether by merger, sale of stock or sales of substantially all of Contractor's assets.

27. **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.

28. **NOTICES OR DEMANDS**

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

If to UTA:  
Utah Transit Authority  
ATTN: Chad Gonzales  
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:  
Bayard Advertising Agency, Inc.  
Louis Naviasky  
1430 Broadway  
New York, NY 10018

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

party.

- c. Notwithstanding Section 27, 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.

29. **CONTRACT ADMINISTRATOR**

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

30. **INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. 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.
- b. 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.

31. **COSTS AND ATTORNEYS' FEES**

32. INTENTIONALLY OMITTED **NO THIRD-PARTY BENEFICIARY**

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

33. **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, pandemic, epidemic, network outage, or any other extreme event which are beyond that party's reasonable control. Notwithstanding the foregoing, if the inability of either party to perform continues for a period greater than sixty (60) days from written notice to the other, the affected party shall have the option of terminating the Agreement immediately, provided that UTA will pay all reasonable and documented amounts UTA owes under this Contract for Work properly performed, expenses incurred or irrevocably committed up to the date of the termination.

34. **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.

**35. TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

**36. 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.

**37. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Contractor 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.

**36. AMENDMENTS**

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

**37. 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.

**38. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

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

**UTAH TRANSIT AUTHORITY:**

**CONTRACTOR :**

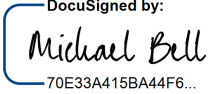
By: Date:  
Greg Gerber  
Director Talent Acquisition

By: Date:

By: Date:  
Kimberly Shanklin  
Chief People Officer

By: Date:  
Jay Fox  
Executive Director

Approved as to Content and Form

By:  Date: 12/23/2022  
70E33A415BA44F6...  
Mike Bell, AAG State of Utah  
And UTA Legal Counsel

## **Exhibit A – scope of work**

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority and is also required to utilize the current set of Employment Brand and Employee Value Proposition Assets owned by UTA.

### **Recruitment Advertising & Marketing Campaigns**

Each year, the Contractor will provide expertise and assist UTA in the development and implementation of several campaigns and activities that achieve the campaign objectives while maintaining UTA's brand identity. These typically include, but may not be limited to, the following:

- Corporate Branding and Recruiting Campaigns: one (4) main campaigns each year.
- Change Day occurs three times per year (April, August & November). Depending on the size and scope of the change day, UTA may implement a paid media campaign to create awareness about the job openings.
- Targeted Campaigns: Identified paid media campaigns for specific recruitment needs as defined throughout the year. Examples include:
  - o Bus Operator Hiring Open House
  - o Maintenance Hiring Open House.

### **Special Events & Collateral Materials**

- Special Events: The Contractor shall provide support in planning and producing collateral materials for special events (invitations, banners, programs, etc.) Average 2-3 events per year.
- Collaterals: The Contractor shall provide design and production of collaterals for various projects and programs. Averages 3-5 pieces per year. Examples include the Year in Review, the Federal Priorities document and the Fast Facts booklet.

### **Research**

- Tracking Candidate Experience

#### **Contractor to perform the following services for UTA:**

- A. Employ on behalf of UTA, Contractor's knowledge of recruitment marketing, advertising, public relations, branding, image and reputation building, graphics, production, special event planning and market research.
- B. Employ on behalf of UTA, Contractor's knowledge of market research and analysis. Consult and coordinate with UTA on analyzing its candidate experience, analyzing present and potential markets, conducting market research, analyzing job seeker trends, and Talent Acquisition products and services strategies.
- C. Contractor shall provide services to UTA through an account team generally consisting of the following functions:

- 1) Account Manager
- 2) Account Supervisor
- 3) Account Coordinator
- 4) Creative Director
- 5) Senior Copywriter
- 6) Copywriter
- 7) Art Director
- 8) Designer
- 9) Production Artist
- 10) Traffic/Production Manager
- 11) Media Buying/Planning
- 12) Secretarial
- 13) Delivery
- 14) Other Agency personnel as required

- D. Employ on behalf of UTA, Contractor's knowledge of the available media and means which can be effectively used to advertise UTA's Job openings and to assist UTA in executing the agency's various recruitment advertising/marketing campaigns and programs.
- E. Identify recommended message and creative strategies for campaigns. Develop recommended strategies based on analysis of relevant brand, labor market statistics, market and other current conditions affecting UTA and its ability to meet the agency's hiring goals and objectives.
- F. Coordinate the development, writing, design, illustration and production of UTA's recruitment advertisements and marketing materials, as approved by UTA.
- G. Perform media planning for advertising and marketing campaigns. Prepare a recommended media plan and present to UTA for approval. Upon approval of the media plan, order the space, time or other means to be used, endeavoring to secure the most advantageous rates available in the market.
- H. Coordinate the production and trafficking of electronic or printed materials used in UTA's advertising and marketing campaigns.
- I. Check and verify insertions, displays, broadcasts or other means used.
- J. Audit invoices for space, time preparations and services used. Provide media delivery recaps.
- K. Pay media and suppliers.
- L. Provide monthly budget spreadsheets.
- M. Contractor shall devote its best efforts to UTA's interests, and endeavor in every

way to make UTA's recruitment advertising program successful. UTA shall aid Contractor by making available to Contractor information pertaining to UTA's business and to cooperate with Contractor in expediting Contractor's work.

- N. Contractor shall purchase the materials and services required to produce advertising for the once the appropriate and necessary approvals have been obtained. All such materials and services, including copyrights, will become UTA's property upon payment by UTA.
- O. Contractor shall provide to UTA creative, production, media, special events and research cost estimates covering out-of-pocket and time costs for signature approval prior to action being taken on any and all jobs Contractor performs. In the event that time and circumstances do not permit signature approval by UTA's designated representative(s), the General Manager or designee may grant verbal approval for the Contractor to act without written approval. After UTA approves the production estimates, any material change, or variance will be reported to UTA immediately for approval as to said change or variance.
- P. Title to all creative materials shall be and remain with the Contractor until payment is made by UTA pursuant to the terms of this RFP and the final agreement thereto, at which time title shall pass to UTA.
- Q. Contractor shall use its best knowledge and ability to guard against any loss to UTA through failure of media or suppliers to properly execute their commitments, but Contractor shall not be held responsible for any failure on the part of the media entity. This RFP and the final agreement thereto shall not be construed as committing Contractor to violate any lawful contractual agreements to any media entity.
- R. Contractor shall obtain all necessary releases, licenses, permits or other authorization to use photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by Contractor for use in performing services for UTA, and shall indemnify and hold harmless UTA from any misuse of or violation of same.
- S. UTA shall not be asked to approve, nor shall Contractor be required to undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article which, in either UTA's judgment or the Contractor's judgment would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to UTA's or Contractor's interests.
- T. Contractor will use its best efforts to protect UTA from use of any form of advertising which could be construed as infringing on the rights or copyrights of third parties.

## Exhibit B – Cost

Contractor will charge UTA 10% media service markup for the below services requested by UTA.

### **Reporting**

- Expertise in Pixel/Javascript & Tracking Placement (vital)
- Tagging/tracking of all media
- Vanity URL creation
- Landing page analytics
- Career page/website analytics
- Data scrubbing/organization
- Real-Time Data visualization and performance analytics
- Monthly reporting call with analyst team

### **Job Distribution (Programmatic)**

- 50+ Years of Programmatic Experience (Avg tenure 6 years)
- Job distribution to performance media publishers via AppFeeder
- Job distribution to contracts for better tracking/management

### **Acumen Market Research**

- Market research portal
- Salary comparison
- Migration patterns
- Competitor analysis
- New market exploration
- Relocation recommendations

### **Media Research & Campaign Development**

- Industry Exclusive Google Premier Partner
- FB Certified - Social (FB, IG, Snap, etc)
- Media analysis and audience targeting
- ROI/CPA based media Management across industry and non-industry High Traffic Publishers
- Annual and one-off campaign creation
- SWOT analysis for market penetration/opportunity

### **Account Management**

- Dedicated Account Manager
- Dedicated Media Specialist
- Dedicated Programmatic Trader

### **ATS/CRM/Chat & Schedule Tool Consultation**

- Pixel/Javascript management
- Pixel/Javascript optimization
- Source code assessments (ongoing)
- Candidate Flow/Apply Process/Conversion workshops
- New ATS/upgrade assessment and support for transition

### **Vendor Summits**

- On-site vendor summits 1-2x annually
- Review of key products, new product roadmap
- Media utilization and optimization review for TA staff

### **Business Reviews**

- Quarterly
- Annual planning

### **Google Site**

- Forms, example site here
- Planning and tracking of media including all contracts

### **Company Page Maintenance**

- Quarterly recommendations for changes/optimization on company pages (includes copywriting/creative for updates)

In the event UTA asks contractor for design services to assist UTA's recruitment campaigns, contractor's hourly rate will be billed to UTA at \$225 per hour.

The base contract will hold a not-to-exceed \$1,000,000. If all options are exercised the total contract value will be \$2,500,000.

Billing to be monthly.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 1/11/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Grey Turner, Manager of Engineering & Design

**TITLE:**

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**Change Order: TIGER Program Change Order No. 73 - 300 North Salt Lake City Overhead Pedestrian Bridge Elevator Structure Modifications (Granite Construction)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute change order no. 73 and associated disbursements with Granite Construction for the Salt Lake City 300 North Overhead Pedestrian Bridge Elevator Structure Modifications in the amount of \$318,069.42

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**BACKGROUND:**

UTA is engaged in the TIGER Program of projects to construct first and last mile improvements across the UTA service area. In April of 2018 an RFP was issued for construction manager/general contractor services, following which a contract was executed with Granite Construction Company for phase 1 pre-construction services. Subprojects under the TIGER Program have been executed through phase 2 contract amendments and change orders with Granite. For the past four years the Board of Trustees has delegated authority to execute TIGER project amendments to the Executive Director through annual resolutions which outlined the parameters for delegating authority. Board resolution R2021-01-04 authorized execution of a contract amendment in the amount of \$5,363,756.00 for the Salt Lake City 300 North Overhead Pedestrian Bridge. R2022-02-01 authorized execution of a second amendment for the Salt Lake Pedestrian Bridge in the amount of \$1,522,216.60.

The 300 North pedestrian bridge elevator towers were constructed with structural steel instead of the originally intended weathering steel. In order to keep the structural steel in place - several modifications needed to be made and the structural steel will now need to be painted. Previously approved contract

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amendments did not include the new requirements.

On August 25, 2022, Granite Construction sent UTA a potential change order (PCO) 139.00 Elevator Structure Paint and Steel Modifications for the Salt Lake City 300 North Overhead Pedestrian Bridge in the amount of \$520,036.79. This change order is for a roof modification, the paint change, and the time needed to make these changes. To avoid additional delay charges and have the contractor begin work, UTA issued a Direction or Authorization to Proceed (DAP) for \$520,036.79. This DAP was brought to the Board and discussed as an informational item in the September 14, 2022 Board Meeting. UTA continued to work through questions, comments, and scope items relating to the PCO and reduced the amount to \$462,641. This revised PCO amount was taken to UTA's Configuration Control Committee (CCC) on September 16, 2022, where the PCO was approved.

To track the PCO more efficiently and eliminate confusion, the revised PCO 139.04 was divided into 3 parts (A, B, and C) as outlined below:

139.04 Part A includes the paint specification change and associated special inspections, blasting and paint credit, steel modifications to the elevator tower upper roof, Granite's overhead, Complete's Overhead, traffic control, QA/QC, public involvement, erosion control, and railroad protective liability insurance (RRPLI) extension. The total cost of Part A is \$318,069.42.

139.04 Part B includes the closure plate materials and welding to the structure.

139.04 Part C includes the elevator storage. The elevators were a long lead item that were ordered prior to delays. As a result of the delays, the elevators have arrived and need to be stored until installed on the job site.

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#### **DISCUSSION:**

This Board agenda item is dealing specifically with change order no. 73, which encompasses Part A of PCO 139 (as discussed above) for the amount of \$318,069.42. The exact amounts of Part B and Part C are not entirely known at this time, but will be brought to the board for approval once they are finalized.

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#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Granite Construction
<b>Contract Number:</b>	18-2398TP-073
<b>Base Contract Effective Dates:</b>	April 11, 2018-Nov 23, 2022
<b>Extended Contract Dates:</b>	Nov 30, 2023
<b>Existing Contract Value:</b>	\$35,327,826
<b>Amendment Amount:</b>	\$318,069.42
<b>New/Total Contract Value:</b>	\$35,645,895.42
<b>Procurement Method:</b>	CM/GC
<b>Budget Authority:</b>	5-year Capital Plan and capital budget

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#### **ALTERNATIVES:**

Without approval, Granite cannot continue with their work and UTA will incur further delay costs.

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**FISCAL IMPACT:**

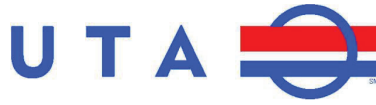
This project is in the 5-year Capital Plan. This change order adds \$318,069.42 to the project cost. Sufficient funds exist in the TIGER Program budget to cover this change order.

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**ATTACHMENTS:**

Change Order No. 73\_300 North Ped Bridge Elevator Structure Paint and Steel Mods  
DAP\_SLC\_OP\_1 Elevator Structure

Utah Transit Authority  
 669 West 200 South  
 Salt Lake City, Utah 84101  
 Phone: (801) 741-8885  
 Fax: (801) 741-8892



CHANGE ORDER

No. 73

TITLE: SLC OP 1 Elevator Structure Paint and Steel Modifications (PART A) DATE: 9/16/2022  
 PROJECT/CODE: MSP205 - Tiger Grant Projects This is a change order to CONTRACT No: 18-2398TP  
 TO: Granite Construction  
 ATTN: Eric Wells

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

Granite Construction to complete scope changes stemming from responses to RFI 87, 94, and 110, including significant modifications to the bridge structural steel and painting specifications. A DAP was issued 8/30/22 for 520,036.79.

Direction or Authorization to Proceed (DAP) previously executed: YES  NO

It is mutually agreed upon, there is a schedule impact due to this Change order: YES  NO

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	\$318,069	Original Contract Sum:	\$297,390	Final Completion Date Prior to This Change:	-
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$35,126,980	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$35,424,370	Final Completion Date as of This Change Order:	-
T&M NTE:	-	Net Change This Change Order:	\$318,069		
<b>Total:</b>	<b>\$318,069</b>	<b>Current Project Total:</b>	<b>\$35,742,439</b>		

ACCEPTED:

By: \_\_\_\_\_  
 Date: \_\_\_\_\_

Eric Wells  
 Granite Construction

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Grey Turner  
 Project Manager <\$25,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Jared Scarbrough  
 Dir. of Capital Construction <\$75,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Mary DeLoretto  
 Acting Chief Service Dev Officer <\$100,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Brian Motes  
 Procurement

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Michael L Bell  
 Digitally signed by Michael L Bell  
 Date: 2022.12.02 13:01:14 -0700  
 Mike Bell  
 Attorney General

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Jay Fox  
 Executive Director >\$200,000



Change Order Summary Worksheet  
Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
1	7/20/2018	\$3,752,911	\$4,050,301	Reconstruct Grant Ave with Bike Lane
2	9/27/2018	\$971,141	\$5,021,442	Farmington Sidewalks
3	9/28/2018	\$369,916	\$5,391,358	Bountiful ADA Ramps
4	10/30/2018	\$417,707	\$5,809,065	Parley's Trail Connection - SSL
5	10/19/2018	\$126,750	\$5,935,815	South Jordan, Herriman and Draper Bike Lanes
6	11/16/2018	\$7,534	\$5,943,349	Changes to flatwork and landscaping at Farmington sidewalk
7	12/21/2018	\$77,618	\$6,020,967	Bollards at Parley's Trail
8	12/21/2018	\$24,115	\$6,045,082	Widening of Parleys Trail
9	12/21/2018	\$0	\$6,045,082	Revised final completion date for Bountiful Phase 2
10	9/28/2018	\$682,904	\$6,727,986	Summit County Bikeshare Stations
11	4/19/2019	\$360,023	\$7,088,009	Tooele County Bike Lanes - Phase 2 Agreement
12	4/19/2019	\$4,722	\$7,092,731	Revised Completion Dates For Parley's Trail and Grant Ave
13	6/4/2019	\$411,380	\$7,504,111	Phase 2 Contract Amendment No. 8 Midavale Crosswalk
14	7/19/2019	\$4,955	\$7,509,066	Additional Scope Items
15	7/31/2019	\$708,616	\$8,217,682	Phase 2 Contract Amendment No. 9 - GREENbike Expansion
16	8/19/2019	\$181,393	\$8,399,075	Phase 2 Contract Amendment No. 10 - Farmington additional
17	8/16/2019	(\$18,307)	\$8,380,768	Additional Scope for PCO's 23-24 and Phase 1 Cost
18	9/20/2019	\$20,394	\$8,401,162	Additional Scope for PCO's 27-32
19	9/18/2019	\$13,500	\$8,414,662	Additional Scope for PCO's 34, 37, 38 and 39
20	10/22/2019	\$859,498	\$9,274,160	Phase 2 Contract Amendment No. 11 - Sandy 10200 S Ped.
21	12/30/2019	\$1,910,880	\$11,185,040	Phase 2 Contract Amendment No. 12 - Sandy 10200 S Ped.
22	12/20/2019	\$11,638	\$11,196,678	Various Scope Modifications for PCOs 35, 40, 43, 44, and 45
23	1/17/2020	\$6,553	\$11,203,231	Various Scope Modifications (PCO's 33, 46, 48-49) and
24	3/20/2020	\$52,615	\$11,255,846	Various Scope Modifications (PCO's 52-57) and Project Time
25	4/17/2020	\$11,766	\$11,267,612	Phase 1 potholing for Lehi ped bridge
26	5/15/2020	(\$158,390)	\$11,109,222	Various Scope Modifications for PCOs 58-60
27	5/15/2020	\$4,113,281	\$15,222,503	Phase 2 Contract Amendment No. 13 - Lehi Overhead
28	5/15/2020	\$483,366	\$15,705,869	Phase 2 Contract Amendment No. 14 - Millcreek Sidewalk
29	6/19/2020	\$134,757	\$15,840,626	PCO-063-065 - Sandy Multi-Use Trail and Lehi Phase I
30	8/21/2020	\$186,044	\$16,026,670	Phase II Amendment for Sidewalk and Ped. Crossing at Old
31	8/21/2020	\$81,487	\$16,108,157	Various Scope Modifications for PCOs 67 - 73



Change Order Summary Worksheet  
Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
32	9/18/2020	\$9,857	\$16,118,014	Various Scope Modifications for PCOs 75-77
33	10/16/2020	\$58,040	\$16,176,054	Various Scope Modifications for PCOs 74 and 78
34	11/20/2020	\$21,501	\$16,197,555	Various Scope Modifications for PCOs 79-81
35	12/18/2020	\$0	\$16,197,555	WEJ_RRX_2 No Cost Time Extension
36	1/15/2021	\$4,484	\$16,202,039	Additional Traffic Control and Project Time Extension
37	2/19/2021	\$10,248	\$16,212,287	WVC_BKL_5 Potholing for WVC Bike Lanes
38	3/19/2021	\$968,399	\$17,180,686	Phase 2 Contract Amendment No. 16 - Lehi Pedestrian Bridge
39	3/19/2021	\$92,510	\$17,273,196	Various Scope Modifications for PCO-086-88
40	3/19/2021	\$2,746,708	\$20,019,904	Phase 2 Contract Amendment No. 17 - Folsom Trail
41	4/16/2021	\$6,732	\$20,026,636	LEH_OP_1 Abutment 1 Cold Weather Protection
42	5/21/2021	\$2,947,409	\$22,974,045	Phase 2 Contract Amendment No. 18 - West Valley Bike
43	5/21/2021	\$37,483	\$23,011,528	Various Scope Modifications for PCO-093-095
44	6/18/2021	\$1,997	\$23,013,525	Environmental Soil Sampling
45	7/16/2021	(\$26,891)	\$22,986,634	LEH_OP_1 Deductive change order to switch trail from
46	8/20/2021	\$3,975	\$22,990,609	Various Scope Modifications for PCO-100-101
47	8/20/2021	\$5,363,756	\$28,354,365	Phase 2 Contract Amendment No. 19 - SLC 300 N Ped
48	9/17/2021	\$33,924	\$28,388,289	Various Scope Modifications for PCO-103-106
49	10/15/2021	(\$77,624)	\$28,310,665	Various Scope Modifications for PCO-107-108
50	11/19/2021	\$111,311	\$28,421,976	Various Scope Modifications for PCO-109-111, 113-120
51	12/20/2021	\$4,074,356	\$32,496,332	Phase 2 Contract Amendment No. 20 - Provo Ped Bridge
52	12/17/2021	\$152,400	\$32,648,732	Various Scope Modifications for PCO-121, 123-127
53	1/21/2022	\$177,274	\$32,826,006	Various Scope Modifications for PCO-128-129, 132
54	2/18/2022	\$71,153	\$32,897,159	Various Scope Modifications for PCO 134, 137-141 and
55	2/18/2022	\$150,485	\$33,047,644	Various Scope Modifications for PCO's 135, 141, and 143
56	2/18/2022	\$173,277	\$33,220,921	Various Scope Modifications for PCO 133-134
57	2/18/2022	\$21,492	\$33,242,413	PRO_OP_1 Added PI scope
58	2/18/2022	\$28,613	\$33,271,026	SLC_MUP_1 Revised benches and trash receptacles
59	2/23/2022	\$1,273,832	\$34,544,858	SLC_OP_1 Phase 2 Contract Amendment No. 21 - Schedule
60	5/20/2022	\$13,799	\$34,558,657	Various Scope Modifications for PCO-136,142
61	5/20/2022	\$11,568	\$34,570,225	SLC_OP_1 West Water Connection
62	5/20/2022	\$0	\$34,570,225	WVC BKL 5 No Cost Time Extension #2



Change Order Summary Worksheet  
Previously Authorized Changes

Contract	18-2398TP GRA
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
63	8/4/2022	\$47,555	\$34,617,780	Various Scope Modifications for SLC_MUP_1 PCO 117, 125,
64	7/21/2022	\$8,907	\$34,626,687	SLC_OP_1 East Water Connection
65	8/19/2022	\$49,568	\$34,676,255	SLC OP 1 Various Scope Modifications PCO 148,155
66	8/19/2022	\$12,442	\$34,688,697	SLC_MUP_1 ADA Ramps Bird Baths
67	8/19/2022	\$413,048	\$35,101,745	UTA_BKP_BSI Phase 2 Contract Amendment No. 22 - UTA
68	9/19/2022	\$191,288	\$35,293,033	WVC_BKL_5_Various_Scope_Modifications_PCO_131,137
69	9/16/2022	\$25,866	\$35,318,899	PRO_OP_1_Various_Scope_Modifications_PCO_159,161
71	11/3/2022	\$96,386	\$35,415,285	PRO_OP_1 Utility Relocations
72	9/16/2022	\$9,085	\$35,424,370	SLC_OP_1_RFI 117 & 119 Response Work
Total to Date		\$ 35,126,980		



REVISION 4: October 31, 2022

**Grey Turner**  
**UTA**  
**669 West 200 South**  
**Salt Lake City, UT 84104**

Reference: SLC\_OP\_1 – 300 N Pedestrian Bridge  
 Subject: PCO #139.04 Part A – Elevator Structure Paint and Steel Modifications – 300 N

Mr. Turner,

The information below and following capture the changes stemming from responses to RFI 87, 94, and 110. Granite is also assuming work will begin on these changes on August 29, 2022. Beyond this date, additional delay costs will be accrued. A DAP was received on August 31, 2022. Contracts have been issued to subcontractors for additional work related to this change order. The original PCO has been broken up into 3 parts. PCO #139.04 Part A contains the items in the table below.

The overhead rates in the change order table below vary slightly from the rates in the original estimate, as certain items have been removed. A table labeled “Granite Overhead Costs in Estimate” describes the indirect costs in detail.

PCO #139.04 Part A: Paint Spec Change, Elevator Tower Upper Roof & Increased Schedule Duration

<b>Description</b>	<b>Quantity</b>	<b>UOM</b>	<b>Unit Rate</b>	<b>Extended</b>
Paint Spec Change + Special Inspections	1	LS	\$ 185,453.50	\$ 185,453.50
Blasting & Paint Credit	1	LS	\$ (25,961.00)	\$ (25,961.00)
Steel Modifications - Upper Roof	1	LS	\$ 17,205.00	\$ 17,205.00
Granite Overhead	1	MO	\$ 42,309.38	\$ 42,309.38
Complete Overhead	2.25	MO	\$ 16,000.00	\$ 36,000.00
Traffic Control	2.25	MO	\$ 11,497.50	\$ 25,869.38
QA/QC	2.25	MO	\$ 1,100.00	\$ 2,475.00
Public Involvement	2.25	MO	\$ 2,816.00	\$ 6,336.00
Erosion Control	2.25	MO	\$ 825.00	\$ 1,856.25
RRPLI Extension	1	LS	\$ 1,500.00	\$ 1,500.00
			<i>Subtotal</i>	\$ 293,043.51
			<i>Bond</i>	\$ 1,465.22
			<i>Markup (8%)</i>	\$ 23,560.70
			<b>GRAND TOTAL</b>	\$ 318,069.42

**UTAH OPERATIONS**

Warm Springs Office 1000 North Warm Springs Rd, Salt Lake City Utah 84116 • PO Box 30429, Salt Lake City, Utah 84130 • Phone 801-526-6000 • Fax 801-526-6091

Inclusions:

- scope of work per 09991M paint specification (dated 8/8/2022) & special inspections
- credit for original paint scope and blasting
- steel modifications to cut back elevator tower upper roof overhang (per RFI 87)
- increase in schedule duration due to change in paint specification
  - baseline from schedule dated 2/2/2022 after pile change order schedule submittal
  - current schedule dated 9/6/2022 has final completion date of July 12, 2023
- extension of railroad liability insurance, required to keep UTA ROW permit active

Exclusions:

- heating/cold weather protection for paint – additional cost will need to be evaluated for heating the structure if temperatures drop too low (per 09991M 3.6 B. 2. air and steel temperatures must be above 40 degrees, with < 85% relative humidity). For further information:
  - Gateway Company was put on notice 9/1/2022, upon receipt of the DAP. They were further issued a contract, with a requested start date of 10/31/2022 (60 days from issuance of DAP).
  - With the added scope of work for steel modifications, the schedule shows a blasting start date of November 16, 2022.
  - It is possible that the scaffolding and tenting process can begin prior to completion of welding.
  - However, it is likely the enclosure will need to be heated even with blasting beginning on 10/31/2022.
  - Gateway is evaluating the cost for heating the enclosure and will be presenting a contingency item as soon as possible.
- Granite notified UTA that delay costs would begin accruing on April 29; delay costs from April 29 – August 29 have been removed from this change order.
- removal of lower backer bars, per memo sent to Granite on 9/1/2022 by UTA. Per this memo, all lower backer bars will remain in place.

Please contact me with questions or concerns.

Sincerely,

Jessica Keane  
GRANITE CONSTRUCTION COMPANY  
Project Manager

## GRANITE OVERHEAD COSTS IN ESTIMATE

UPDATED: 9/6/2022

ITEM DESCRIPTION	UOM	ORIGINAL BID			DELAYS			CHANGES		
		Quantity	Unit Rate	Extended	Quantity	Unit Rate	Extended	Quantity	Unit Rate	Extended
MANAGEMENT PERSONNEL	MO	10.5	\$ 15,872.77	\$ 166,664.06	<del>2</del>	<del>\$ 15,831.75</del>	<del>\$ 31,663.50</del>	1	\$ 15,831.75	\$ 15,831.75
CRAFT SUPERVISION	MO	10.5	\$ 3,264.54	\$ 34,277.67	<del>2</del>	<del>\$ 8,912.20</del>	<del>\$ 17,824.40</del>	1	\$ 8,740.81	\$ 8,740.81
PICKUPS	MO	10.5	\$ 3,767.33	\$ 39,556.97	<del>2</del>	<del>\$ 3,400.62</del>	<del>\$ 6,801.24</del>	1	\$ 3,350.62	\$ 3,350.62
MISC PERMITS	LS	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
OPERATIONS & UTILITIES	MO	9	\$ 4,462.25	\$ 40,160.25	<del>2</del>	<del>\$ 4,468.32</del>	<del>\$ 8,936.64</del>	1	\$ 4,468.33	\$ 4,468.33
FINAL CLEANUP	LS	1	\$ 9,423.16	\$ 9,423.16	0	\$ -	\$ -	0		\$ -
SMALL TOOLS (BASED ON MH)	LS	1	\$ 30,695.69	\$ 30,695.69	0	\$ -	\$ -	0		\$ -
T&D ALLOCATION	LS	1	\$ 5,813.24	\$ 5,813.24	<del>2</del>	<del>\$ 270.00</del>	<del>\$ 540.00</del>	1	\$ 270.00	\$ 270.00
BUILDERS RISK	LS	1	\$ 18,331.80	\$ 18,331.80	<del>2</del>	<del>\$ 165.00</del>	<del>\$ 330.00</del>	1	\$ 585.00	\$ 585.00
SAFETY ALLOCATION	MO	9	\$ 5,289.19	\$ 47,602.71	0	\$ -	\$ -	1	\$ 3,282.95	\$ 3,282.95
SUBCONTRACTOR BONDS	LS	1	\$ 84,345.87	\$ 84,345.87	<del>1</del>	<del>\$ 640.00</del>	<del>\$ 640.00</del>	1	\$ 5,779.92	\$ 5,779.92
<b>Totals</b>			<b>\$ 45,416.34</b>	<b>\$ 476,871.42</b>		<b><del>\$ 23,687.89</del></b>	<b><del>\$ 66,735.78</del></b>		<b>\$ 42,309.38</b>	<b>\$ 42,309.38</b>
			<i>PER MONTH</i>	<i>PROJECT TOTAL</i>		<i>PER MONTH</i>	<i>DELAY TOTAL</i>		<i>PER MONTH</i>	<i>CO TOTAL</i>

NO SAFETY, SMALL TOOLS,  
OR FINAL CLEANUP

LARGER SUB BONDS  
ADDED SAFETY ALLOCATION

Date: 8/11/22

ATTN: Jessica Keane  
Granite Construction Company  
1000 North Warm springs Road  
Salt Lake City, Utah 84116

RE: UTA 300 North Re-Painting the Elevator Structure

We are pleased to submit our proposal to supply all labor, supervision, materials, tools, equipment, and the required insurance coverages as noted on the attached sample certificates, to perform the work on the above-referenced project as follows:

**SCOPE:**

- Have the scaffold built by others for containment and access to the structure.
- Use a 20,000 CFM Dust collector to create negative air inside the containment. Wrap the scaffold with tarps.
- Abrasive blasting of the structural steel to a SSPC-SP-10 near white grade blast finish. Application of a three coat UDOT nepcoat system Zinc, Epoxy, Urethane. We will use the manufacturer that can provide the system.
- Prices given below reflect today's fuel, paint, abrasive, and federal wage for this project.
- Note the price is separate below for the blasting.

**SCHEDULE:**

2022 summer

**PRICE:**

<b>Mobilization</b>	<b>\$5,000.00</b>
<b>Abrasive Blasting of Both Structures</b>	<b>\$62,622.00</b>
<b>Scaffolding for Both Structures</b>	<b>\$55,076.00</b>
<b>Painting of Both Structures</b>	<b>\$56,557.00</b>

**You could make a case that the scaffold and the tarps are part of the blasting or at least half.**

**QUALIFICATIONS:**

The Following qualifications, exclusions or clarifications are applicable to this proposal and shall be included in any subsequent Contract documents.

1. Bid price is based on work being performed in one continuous operation.
2. Item prices are based on completing the entire scope of work. Mobilization, and other overhead costs have been apportioned to all items. Reduction of scope by deletion of items will not result in a full credit per item.
3. Gateway is to receive monthly progress payments, less applicable retention, for all acceptable work completed, regardless of whether the Contractor has been paid by the Owner for said work. Payment is to be received within (30) days of invoice date.
4. Bond is not included. If a bond is required, add 2% to the contract price.
5. Any grinding, patching, or welding required will be done on a T/M basis.
6. Any work completed by Gateway and subsequently damaged by Others, will be repaired by Gateway at the expense of Others.
7. Gateway will complete any work undertaken with all due care. We will be liable for any failure of our work, for a period of (1) year, only to the extent of completing necessary repairs at no additional cost.

8. All traffic control, flagging, and public notification to be provided by others
9. We require 60 calendar days prior notice to start the work and 25 working days to complete all work.
10. We have not had access to the prime contract and therefore do not accept any requirements not specifically set forth in the bid documents as received.
11. This bid is valid for 60 calendar days. After 60 days we reserve the right to withdraw or resubmit it.
12. The limits of the Sub-contractor's liability shall be the amounts set forth on the insurance certificates or the amounts specified in the Contract, whichever is less.

We appreciate the opportunity to quote on this project. If you have questions or concerns, please feel free to contact my office.

Sincerely,

THE GATEWAY COMPANY

Casey Richins

## NACE Inspection Bid

**Cripple Creek Consulting & Environmental**  
**PO Box 743**  
**Eden, UT 84310**  
**Attn: Sherry Wiscombe**  
**801-833-5582**

08-17-22

Re: Coating Inspection 300N 500W Pedestrian Bridge

### DESCRIPTION OF SERVICES:

NACE Certified Coating Inspection Services (Level 3)

Intermountain Regional Inspection Services proposes the inspection work as listed below:

#### **4 hour minimum callout.**

NACE CCI Inspector 100.00/hr.	\$400.00
Travel Time 1/hr@\$100.00/hr.	\$100.00
Mileage round trip 60/\$.65/mile.	<u>\$39.00</u>
Total	\$539.00

Any hours spent on site after the 4 hour minimum callout will be charged out at \$100.00/hr.

#### **8 hour shift**

NACE CCI Inspector \$100.00/hr.	\$800.00
Travel Time 1/hr@\$100.00/hr.	\$100.00
Mileage round trip 60/\$.65/mile.	<u>\$39.00</u>
Total	\$939.00

Per AMPP inspector, projects like this will typically include inspections of:

- Surface Preparation
- Prime Coat Quality & Dry Film Thickness
- Intermediate Coat Quality & Dry Film Thickness
- Finish Coat Quality & Dry Film Thickness

Dry film thickness readings are measured and recorded with an electronic dry film thickness gauge. All coating layers are to be inspected and dry film thickness readings will be recorded.

Thank you,

Joseph L. Benoit  
NACE CCI #1381  
Intermountain Regional Inspection Services  
185 East Countryside Circle  
Park City, UT 84098  
Ph/Fax: 435-649-3784  
Cell: 435-901-9469

Assume 10 trips @ 4 hour minimums - \$539/day x 10 days  
Total blasting & paint duration activities assumed at 25 days  
2nd tier sub to Cripple Creek



Complete Contracting Co  
 5455 West 11000 North, Suite 201  
 Highland, Utah 84003  
 Phone: (801) 756-7000  
 Fax: 801-756-2900

**Project:** 300 N Pedestrian Bridge - 300 N Pedestrian Bridge  
 300 S 600 W  
 Salt Lake City, Utah 84101

**Prime Contract Change Order #002: Exterior Paint Credit**

<b>TO:</b>		<b>FROM:</b>	
<b>DATE CREATED:</b>	6/30/2022	<b>CREATED BY:</b>	Levi Mitchell (Complete Contracting Company, LLC)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	06/30/2022
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Granite Construction - CCC	<b>TOTAL AMOUNT:</b>	(\$18,961.00)

**DESCRIPTION:**  
 This credit is for Granite taking the exterior paint scope.

**ATTACHMENTS:**

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
002	Exterior Paint Credit		(\$18,961.00)
<b>Total:</b>			(\$18,961.00)

The original (Contract Sum)	\$1,065,867.00
Net change by previously authorized Change Orders	\$1,448.00
The contract sum prior to this Change Order was	\$1,067,315.00
The contract sum will be decreased by this Change Order in the amount of	(\$18,961.00)
The new contract sum including this Change Order will be	\$1,048,354.00
The contract time will not be changed by this Change Order.	

Primer removal quote: \$1.50/sf  
 Elevator structural steel is approximately 4,540 SF  
 \$7,000 blasting credit has been added to paint credit

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## Keane, Jessica

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**From:** Keane, Jessica  
**Sent:** Sunday, September 11, 2022 1:00 PM  
**To:** Keane, Jessica  
**Subject:** FW: 300 N Blasting Requirements - FW: DAQ

Documentation for blasting requirements.

---

**From:** Bingham, Quin <Quin.Bingham@gcinc.com>  
**Sent:** Thursday, September 8, 2022 3:25 PM  
**To:** Keane, Jessica <Jessica.Keane@gcinc.com>  
**Subject:** RE: 300 N Blasting Requirements - FW: DAQ

Jessica,

Here is what I was able to find. Unconfined abrasive blasting is permissible in Salt County if we comply with regulations UAC R307-306 and R307-306-6(2) (see below). Let me know if you have any questions.

### Requirements Summary:

- Unconfined abrasives blasting is permissible in SL County (PM10 attainment maintenance area), if
  - 40% opacity if blast media complies with R307-306-6(2)
  - Blast media shall not contain more than 1% by weight material that passes a #70 US Std sieve.

### Regulations:

#### UAC R307-306

- (PM10 Nonattainment and Maintenance Areas: Abrasive Blasting) limits visible emissions from abrasive blasting operations to **less than 20% opacity except for an aggregate period of three minutes in one hour**. Visible emissions may be limited to less than 40% opacity for abrasive blasting operations that use confined blasting, wet abrasive blasting, hydroblasting, or unconfined blasting using the abrasives defined in R307-306-6(2).

#### R307-306-6(2)

- (2) Abrasives.
  - (a) Abrasives used for dry unconfined blasting referenced in (1) above shall comply with the following performance standards:
    - (i) **Before blasting, the abrasive shall not contain more than 1% by weight material passing a #70 U.S. Standard sieve. (Quin's Note: your sub was recommending you begin with #70 grit material, which would have been out of compliance)**
    - (ii) After blasting the abrasive shall not contain more than 1.8% by weight material 5 microns or smaller.
  - (b) Abrasives reused for dry unconfined blasting are exempt from (a)(ii) above, but must conform with (a)(i) above.
- (3) **Abrasive Certification. Sources using the performance standard of (1)(d) above to meet the requirements of R307-306-4(2) must demonstrate they have obtained abrasives from a supplier who has certified (submitted test results) to the director at least annually that such abrasives meet the requirements of (2) above.**

---

**From:** Keane, Jessica <Jessica.Keane@gcinc.com>  
**Sent:** Thursday, September 1, 2022 4:23 PM  
**To:** Bingham, Quin <Quin.Bingham@gcinc.com>  
**Subject:** FW: 300 N Blasting Requirements - FW: DAQ

Hi Quin,

Hope all's well! We did get some questions from UTA asking for some other validation of the information Complete sent over. Have you had a chance to look at this?

Thanks,

Jessica

---

**From:** Keane, Jessica  
**Sent:** Thursday, August 11, 2022 4:45 PM  
**To:** Bingham, Quin <Quin.Bingham@gcinc.com>  
**Subject:** 300 N Blasting Requirements - FW: DAQ

Hi Quin,

I know we talked about this last week, and I realized I forgot to send this information to you. Please see below information from our subcontractor about the DAQ & their blasting requirements.

As discussed, attached is our NEW requirement to clean and paint the elevator steel. According to our sub, BEFORE this new spec was issued, open air blasting would have been acceptable (the two documents about the crushed glass and Train Crossing are from our initial sub). He does not have the equipment to perform the work as specified in the newly modified specification, so we will be using Gateway Company. Their work includes: scaffolding, dust collector, tarps/covering of the entire structure, abrasive blasting of the structural steel, and new paint system (different from original spec).

Could you please take a look at this and let me know if you see any issues with our initial approach to the blasting? Also, feel free to reach out if you have any questions.

Thanks,

Jessica

---

**From:** John Ragan <[johnr@completecco.com](mailto:johnr@completecco.com)>  
**Sent:** Thursday, August 4, 2022 8:59 AM  
**To:** Keane, Jessica <[Jessica.Keane@gcinc.com](mailto:Jessica.Keane@gcinc.com)>; Green, Casey <[Casey.Green@gcinc.com](mailto:Casey.Green@gcinc.com)>  
**Subject:** DAQ

**CAUTION:** This email originated from outside of Granite

Sand Blasting in the State of Utah requires only -

Section R307-306-4 - Visible Emission Standard **(1)** Except as provided in **(2)** below, visible emissions from abrasive blasting operations shall not exceed 20% opacity except for an aggregate period of three minutes in any one hour. **(2)** If the abrasive blasting operation complies with the performance standards in R307-306-6, visible emissions from the operation shall not exceed 40% opacity, except for an aggregate period of 3 minutes in any one hour.

*Utah Admin. Code R307-306-4*

Amended by Utah State Bulletin Number 2016-1, effective 12/15/2015

According to a call with DAQ and this Section of the law ,

The means and method is within the law and is in the parameters of a normal operation in the State of Utah and complies easily with the 40% since it is almost 0%

Our Means and method of sandblasting the paint off the steel for the elevator towers is the acceptable way according to the State.

Thanks

## John Ragan

5455 West 11000 North, Suite 201

Highland, Utah 84003

P:801-756-7000 F:801-756-2900

C:801-631-3562 [email:johnr@completecco.com](mailto:johnr@completecco.com)

Website: [www.completecontractingcompany.com](http://www.completecontractingcompany.com)



## SAFETY DATA SHEET

OSHA HCS (29 CFR 1910.1200) - GHS Classification

### SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

**Product identifier**

Chemical Name	Not applicable.
Trade Name	3-Mix-Processed Glass Abrasive
CAS No.	Mixture

**Relevant identified uses of the substance or mixture and uses advised against**

Identified Use(s)	Abrasive
Uses Advised Against	None.

**Details of the supplier of the safety data sheet**

Company Identification	Strategic Materials, Inc. 16365 Park Ten Place Suite 200 Houston, TX 77084
Telephone	1-281-647-2705
Fax	1-281-647-2710
E-Mail (competent person)	<a href="mailto:msds@strategicmaterials.com">msds@strategicmaterials.com</a>

**Emergency telephone number**

Emergency Phone No.	1-281-647-2705 (Monday – Friday; 8:00 AM – 5:00 PM Central Time Zone)
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### SECTION 2: HAZARDS IDENTIFICATION

**Classification of the substance or mixture**

OSHA HCS (29 CFR 1910.1200) / GHS Classification	Hazard Not Otherwise Classified (HNOC) - Mechanical irritation of the respiratory tract. Mechanical irritation of the skin and eyes.
--	--

**Label elements**

Hazard Symbol	None
Hazard Statement(s)	Prolonged and repeated exposures to fine particles may cause: Mechanical irritation of the respiratory tract. Mechanical irritation of the skin and eyes.

Precautionary Statement(s)	None
----------------------------	------

**Other hazards**

None anticipated

**Additional Information**

Warning - substance not yet tested completely.

### SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

**Mixtures**

Hazardous Ingredient(s)	%W/W	CAS No.	Hazard Statement(s)
Glass oxides of silicon, calcium, sodium, aluminum, iron, magnesium, and/or potassium	100	-----	Mechanical irritation of the respiratory tract. Mechanical irritation of the skin and eyes.

**Additional Information** – This product, as supplied, contains <0.1% crystalline silica.

## SECTION 4: FIRST AID MEASURES



### Description of first aid measures

Inhalation	Unlikely to be required but if necessary treat symptomatically.
Skin Contact	Unlikely to be required but if necessary treat symptomatically.
Eye Contact	If substance has gotten into the eyes, wash out with water. Get immediate medical attention.
Ingestion	Unlikely to be required but if necessary treat symptomatically.

**Most important symptoms and effects, both acute and delayed** None

**Indication of any immediate medical attention and special treatment needed** None

## SECTION 5: FIRE-FIGHTING MEASURES

### Extinguishing Media

-Suitable Extinguishing Media	Non-combustible. As appropriate for surrounding fire.
-Unsuitable Extinguishing Media	None anticipated.

**Special hazards arising from the substance or mixture** None

**Advice for fire-fighters** As appropriate for surrounding fire.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures** Not normally required.

**Environmental precautions** Not normally required.

**Methods and material for containment and cleaning up** Transfer to a container for disposal or recovery.

**Reference to other sections** None

**Additional Information** None

## SECTION 7: HANDLING AND STORAGE

**Precautions for safe handling** Comply with occupational limit values for dust. Ground / bond equipment to prevent build-up of static electricity.

### Conditions for safe storage, including any incompatibilities

-Storage temperature	Store at room temperature.
-Incompatible materials	None

**Specific end use(s)** Abrasive

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### Control parameters

### Occupational Exposure Limits

SUBSTANCE.	CAS No.	LTEL (8 hr TWA mg/m <sup>3</sup> )		STEL (mg/m <sup>3</sup> )		Note:
		OSHA PEL	TLV (ACGIH)	OSHA PEL	TLV (ACGIH)	
Particulate Matter	-----	15 <sup>^</sup> / 10*	10 <sup>^</sup> / 3*	-----	-----	See below

Calcium Oxide	1305-78-8	5 <sup>^</sup>	2 <sup>^</sup>		See below
Aluminum Oxide	1344-28-1	15 <sup>^</sup> / 5 <sup>*</sup>	1 <sup>*</sup>		See below
Iron Oxide	1309-37-1	10 <sup>**</sup>	5 <sup>*</sup>		See below
Magnesium Oxide	1309-48-4	15 <sup>**</sup>	10 <sup>^^</sup>		See below

- LTEL: Long Term Exposure Limit; - STEL: Short Term Exposure Limit; - <sup>^</sup>Total Dust / <sup>\*</sup>Respirable Dust / <sup>^^</sup>Inhalable Dust / <sup>\*\*</sup>Fume; Cal. OSHA 10 mg/m3.

**Recommended monitoring method**

NIOSH 0500 / 0600

**Exposure controls**

**Appropriate engineering controls**

The following to be used as necessary: Hand tool with integrated exhaust, glove box, local exhaust ventilation, control of release of inhalable and / or respirable particulates / aerosols. For abrasive blasting, refer to OSHA 29 CFR 1910.94(a).

**Personal protection equipment**

**For abrasive blasting, refer to OSHA 29 CFR 1910.94(a).**

Eye/face protection

The following to be used as necessary: Complete eye and face



protection. Safety spectacles/goggles/full face shield.

Skin protection (Hand protection/ Other)

The following to be used as necessary: Wear suitable protective clothing and gloves.



Respiratory protection

The following to be used as necessary: Supplied-air respirator, air-purifying respirator with N/P-95 cartridge, or filtering-facepiece respirator depending on exposure levels in relation to the above occupational exposure limits.



Thermal hazards

Not normally required.

**Environmental Exposure Controls**

Not normally required.

**SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES**

**Information on basic physical and chemical properties**

Appearance	Solid
Color.	Clear / Colorless, Amber, and / or Green
Odor	None
Odor Threshold (ppm)	Not applicable
pH (Value)	Not applicable
Softening Point (°C)	728 - 732
Melting Point (°C) / Freezing Point (°C)	Not applicable
Boiling point/boiling range (°C):	Not applicable
Flash Point (°C)	Not applicable
Evaporation Rate	Not applicable
Flammability (solid, gas)	Non-flammable
Explosive Limit Ranges	Not applicable
Vapour pressure (Pascal)	Not applicable
Vapour Density (Air=1)	Not applicable
Density (g/ml)	Varies ( - )
Specific Gravity	Not applicable
Solubility (Water)	Insoluble
Solubility (Other)	Not available
Partition Coefficient (n-Octanol/water)	Not applicable
Auto Ignition Point (°C)	Not available
Decomposition Temperature (°C)	Not available
Kinematic Viscosity (mPa·s) @ 22°C	Not applicable
Explosive properties	Not explosive.

Oxidizing properties  
 Other information

Not oxidizing.  
 Not available

## SECTION 10: STABILITY AND REACTIVITY

<b>Reactivity</b>	Stable under normal conditions.
<b>Chemical stability</b>	Stable.
<b>Possibility of hazardous reactions</b>	None anticipated.
<b>Conditions to avoid</b>	None known
<b>Incompatible materials</b>	None
<b>Hazardous decomposition product(s)</b>	None known

## SECTION 11: TOXICOLOGICAL INFORMATION

**Exposure routes:** Skin Contact, Eye Contact, Inhalation

### Information on toxicological effects

Acute toxicity	Will not occur.
Irritant	Mechanical irritation of the skin and eyes.
Sensitization	It is not a skin sensitizer.
Repeated dose toxicity	Will not occur.
Mutagenicity	Will not occur.
Carcinogenicity	Not known or reasonably anticipated to cause cancer in humans

NTP	IARC	ACGIH	OSHA
Not Listed	Not Listed	Not Listed	Not Listed

Other information      Warning - substance not yet tested completely. Prolonged and repeated exposures to fine particles may cause: Mechanical irritation of the respiratory tract. Mechanical irritation of the skin and eyes. In addition, inflammation and cell damage in the nose and larynx of laboratory animals has been reported.

## SECTION 12: ECOLOGICAL INFORMATION

### Substances in preparations / mixtures:

Acute toxicity	Will not occur.
Long Term Toxicity	Will not occur.

### Persistence and degradability

This product is predicted not to degrade in soil and water.

### Bioaccumulative potential

The product has no potential for bioaccumulation.

### Mobility in soil

The product is predicted to have low mobility in soil.

### Results of PBT and vPvB assessment

Not classified as PBT or vPvB.

### Other adverse effects

None known.

## SECTION 13: DISPOSAL CONSIDERATIONS

### Waste treatment methods

Disposal should be in accordance with local, state or national legislation. Consult an accredited waste disposal contractor or the local authority for advice. Used abrasive blasting grit must be characterized before disposal.

### Additional Information

None known.

## SECTION 14: TRANSPORT INFORMATION

Category  
 transport(ICAO/IATA)

Land transport(U.S. DOT)

Sea transport(IMDG)

Air

UN number

Not classified as dangerous for transport.

Proper Shipping Name

## SECTION 15: REGULATORY INFORMATION

**Safety, health and environmental regulations/legislation specific for the substance or mixture:**

**TSCA (Toxic Substance Control Act) - Inventory Status:** All components listed or polymer exempt.

**RCRA Hazardous Waste Number (40 CFR 261.33):** None

**US RCRA Hazard Class:** None

**SARA 311/312 - Hazard Categories:** None

Fire     Sudden Release     Reactivity     Immediate (acute)     Chronic (delayed)

**SARA 313 - Toxic Chemicals (40 CFR 372):** None

**SARA 302 - Extremely Hazardous Substances:** None

**Proposition 65 (California):** None

## SECTION 16: OTHER INFORMATION

**Additional Information**

None

**Date of preparation:** April 21, 2015

**The following sections contain revisions or new statements:** 1 - 16

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**BEEHIVE MOBILE BLASTING**  
**2966 S 200 E SUITE 45**  
**SOUTH SALT LAKE CITY, UT 84115**

07/26/2022

John Ragan

I would like to take a few moments and describe the Mobile Media Blasting process, health implications and my experience.

In late 2020 I purchased my LLMJ DBXL500 trailer. It consists of a 185CFM compressor, a 200 lb. capacity blast pot and accessory items. For this project I recommend we begin using #70 grit Crushed Recycled Glass. As a blast media it is 100% inert and completely environmentally friendly as it has no free silica. I have attached a copy of the MDS for your review.

Among one of the recent projects, I completed was a paint removal and resurfacing of concrete pillars for a reuse project at Hill Air Force Base. HHI, Inc. was in some older squad bays into new office spaces.

I want to ensure you that any concerns can be discussed. Just realize I am a one-man I cannot afford to tent these structures. I would however be fully comfortable working in such an area. We are dealing with fresh steel coated with non-lead containing paint that once vaporized will pose no health or physical negative effects.

I hope you will select Beehive Mobile Blasting to complete this work. Additionally, I have a complete COI, W9 and my Utah Waiver of Workers Compensation Insurance.

Gregory D. Scott  
CEO Scott Systems LLC  
dBa Beehive Mobile Blasting

***A VETERN OWNED BUSINESS***

## SECTION 09991M

# FIELD CLEANING AND PAINTING STRUCTURAL STEEL

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Cleaning and painting erected structural steel surfaces.
- B. Removal of non-conforming paint from erected structural steel surfaces.
- C. Preparation of erected steel surfaces for painting the cleaned structural steel surfaces.

#### 1.2 RELATED SECTIONS Not Used

#### 1.3 REFERENCES

- A. ASTM D 4285: Indicating Oil or Water in Compressed Air
- B. ASTM D 4417: Field Measurement of Surface Profile of Blast Cleaned Steel
- C. ASTM E 11: Wire Cloth and Sieves for Testing Purposes
- D. American Institute of Steel Construction (AISC)
- E. Association for Materials Protection and Performance (AMPP)
- F. Code of Federal Regulations (CFR)
- G. Colors Used in Government Procurement (AMS-STD-595)
- H. Mine Safety and Health Administration (MSHA) Standards
- I. The National Association of Corrosion Engineers International (NACE)
- J. National Institute for Occupational Safety and Health (NIOSH)
- K. Northeast Protective Coatings Committee (NEPCOAT)

L. The Society for Protective Coatings (SSPC)

**1.4 DEFINITIONS Not Used**

**1.5 SUBMITTALS**

A. Materials

1. Source and gradation of the blast abrasive.
2. Type and source of solvent if required.
3. Manufacturer's information regarding the specified coating materials, including:
  - a. Required wet and dry film thickness
  - b. Project safety data
  - c. Thinning recommendations
  - d. Temperature requirements
  - e. Profile recommendations
  - f. Mixing and application procedures
  - g. Required equipment
  - h. Method of application
  - i. Indicate VOC content
4. Test samples
  - a. Cleaning operation samples, disposal evaluation results, and disposal certificates. Refer to this Section, article 3.3 paragraph C.
  - b. Samples to an independent accredited Materials Testing Lab for composition and disposal evaluation. Refer to this Section, article 1.7.
  - c. Paint composition and disposal evaluation results from the independent materials testing lab.
    - 1) Disposition will be given to the contractor within 30 days.
  - d. Disposal certificates for all waste paint.

B. Qualifications, methods, and documentation for information.

1. Certifications before the preconstruction meeting. Refer to this Section, article 1.8.
2. Detailed plan of protection methods that includes Environmental Protection for approval.
3. Quality Control Plan that contains at a minimum procedures and verification of the following:
  - a. Compression air check
  - b. Dry film thickness – Refer to SSPC-PA 2
  - c. Air temperature
  - d. Humidity and dew point
  - e. Surface temperature

- f. Abrasive cleanliness check – Refer to SSPC-AB 2
  - g. Degree of cleanliness achieved
  - h. Surface profile – Refer to ASTM D 4417 method C
  - i. Batch number and amount of thinner used
  - j. Batch number of paints used
  - k. Mixing procedures
  - l. Paint repair procedures for scratches, gouges, holidays, mud cracking, runs, and sags
- 4. Written site-specific compliance program documenting the equipment, training, containment, and monitoring system to comply with OSHA's standard on lead exposure in construction as published in Federal Register, Section 29 CFR 1926.62, May 4, 1993.
    - a. Worker Health and Safety Program
    - b. Environmental Protection and Monitoring Program
    - c. Hazardous Waste Handling and Reporting of Release Program
    - d. Refer to SSPC Guide 6 – Guide for Containing Surface Preparation Debris
  - 5. Submit intermediate and top coat AMS-STD-595 color numbers with paint system submittal once colors are agreed upon by SLC, UTA, and Architect of Record.
  - 6. Daily reports upon request.
    - a. Submit no later than 24 hours following the completion of work.

## 1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockup of paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples extending a minimum of 2 ft for a horizontal beam and 2 ft for a vertical column, all around.
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by the Architect at the cost of SLC.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- B. Have AMPP Certified Coatings Inspector (CIP Level 2) or equivalent (NACE CIP Level 2 or SSPC PCI Level 2) verify and document mil thicknesses and defects of each coat prior to applying subsequent coats.

## **1.7 TEST SAMPLES**

- A. Department (UDOT) tests paint samples from each batch or lot before use.
1. Submit samples for verification.
  2. Paints must match the spectrum samples on file with the Department.
- B. Provide color samples to UTA and SLC
1. Submit samples on rigid backing, 8 inches square.
  2. Apply coats on Samples in steps to show each coat required for system.
  3. Label each coat of each Sample.

## **1.8 PAINTER AND BLASTER QUALIFICATIONS**

- A. The entity performing surface preparation or coatings applications in the field:
1. Must have SSPC-QP 2 Category A certification before the preconstruction meeting.
  2. Remain certified for the duration of the project.
    - a. Do not perform work if certification has expired.
  3. Notify the Engineer of any changes in certification status.

## **PART 2 PRODUCTS**

### **2.1 SOLVENT**

- A. Solvent – Recommended by the paint system manufacturer.

### **2.2 COATING SYSTEM**

- A. Select a complete Type B Organic three-part coating system consisting of a zinc primer, epoxy or urethane intermediate coat, and aliphatic urethane top coat from the NEPCOAT Qualified Products List. Refer to <http://www.udot.utah.gov/go/standardsreferences> for a link to this list.
- B. Paint Color – AMS-STD-595.
  - 1. Intermediate coat                      Color visually contrasts from top coat
  - 2. Top coat                                      Color as specified by SLC and Architect

## **PART 3 EXECUTION**

### **3.1 GENERAL**

- A. Use manufacturer's information regarding the specified coating materials, including required wet and dry film thickness, project safety data, thinning recommendations, temperature requirements, profile recommendations, mixing and application procedures, and required equipment.

### **3.2 INSPECTION**

- A. Engineer examines surfaces before surface preparation and before application of each succeeding coating. Correct any condition that is determined by the Engineer to negatively affect a proper coating application.
- B. Provide safe access to permit inspection of the steel before and after painting. Use rubber rollers or other approved protective devices for scaffold fastening. Do not mar or damage freshly coated surfaces.

### **3.3 PREPARATION – GENERAL**

- A. Meet soluble salts requirements of SSPC-Guide 15 and the coatings manufacturer.
- B. Protection of work performed in the field.
  - 1. Stop work if protection is unsatisfactory.
  - 2. Protect pedestrian and vehicular traffic.
  - 3. Provide tenting and fully contain all material resulting from surface preparation and paint overspray.

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4. Enclosure system must withstand extreme high winds. Suspend work in inclement weather.
  5. Protect all portions of structures that are not to be painted from splatter, splashes, and overspray. Protect areas during painting and blast cleaning operations where other damage can occur.
  6. Use barriers during any blast-cleaning operations to protect pedestrians and vehicles and to prevent spreading or falling of abrasive materials and debris on the traveled portion of the pavement. Remove any abrasive materials and debris on pavement or shoulders before reopening work areas to traffic.
  7. Provide employees performing the blast-cleaning operations air-supplied blasting hoods approved by the Mine Safety and Health Administration and the National Institute for Occupational Safety and Health.
  8. Minimum requirements for the air supply system:
    - a. Airline filter, pressure-reducing valve with gauge and pressure release valve.
    - b. Do not allow the air supply to be contaminated with harmful materials or elements. Refer to ASTM D 4285.
- C. Recover a minimum of 95 percent of debris from cleaning operation.
1. Sample debris from cleaning operation.
  2. Place reclaimed waste paint in EPA-USDOT approved containment. Store at the project site.
  3. Dispose of waste paint as determined by the Engineer.

### **3.4 PREPARE SURFACES**

- A. Prior to blast cleaning.
1. Grind off all fins, tears, slivers, and burred or sharp edges present on any steel member.
    - a. Remove all mill scale.
    - b. Do not scar metal.
    - c. Grind the edges of all flame cut steel until the hardened edge accepts the blast profile. Refer to ASTM D 4417 method A.
  2. Remove all abrasive and paint residue using either a commercial vacuum cleaner or by double blowing.
    - a. Equip commercial vacuum cleaner with a brush-type cleaning tool.
    - b. Double blowing – Vacuum the top surfaces of all structural steel, including items such as top and bottom flanges, longitudinal stiffeners, splice plates, and hangers after the double-blowing operations are completed.
- B. Clean surfaces with clean petroleum solvents and then blast clean. Use

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clean oil-free air.

1. Clean surfaces including bearing units of all oil, grease, and dirt with clean petroleum solvents or steam cleaning before blasting operation.
2. Blast surfaces clean to near white with 0.5 to 2 mil profile. Refer to SSPC- SP 10.
3. Discoloration, light shadows, or slight streaks caused by stains of rust is not allowed on more than 5 percent of surface area.
4. Define acceptable surface preparation using SSPC-Vis 1.
5. Use SSPC-SP 11 to clean areas such as backside of base plates and corners that cannot otherwise be cleaned.
6. Keep the steel dust free and prime the surface within 8 hours after cleaning. Do not prime the surface if rust has started to form. Reblast to a near-white condition if any rust is visible before priming.
7. Have the prepared surfaces inspected and approved by AMPP Certified Coatings Inspector (CIP Level 2) or equivalent (NACE CIP Level 2 or SSPC PCI Level 2) prior to applying primer coat.
8. Protect freshly coated surfaces from subsequent blast-cleaning operations. Repair surface if damaged.
9. Blast clean bolt heads, fasteners, and any rusted areas to a near-white finish. Thoroughly clean the coating surrounding the blasted area and re-prime the same day using organic zinc from the same paint manufacturer and the same dry film thickness specified for the shop coat. Follow SSPC-SP 10.
10. Remove all concrete drippings, abrasive, and paint residue. Vacuum items such as the top and bottom flanges, splice plates, longitudinal stiffeners, and hangers after completing double-blowing operations.
11. Allow the touch-up coat to dry according to manufacturer's recommendation as listed on the product data sheet.

### **3.5 PREPARE PAINT MATERIALS**

- A. Mix the paint to a lump-free consistency with a high shear mixer according to the manufacturer's directions.
  1. Do not use paddle mixers or paint shakers.
  2. Keep paint in the original containers and mix until all the metallic powder or pigment is suspended.
  3. Continue mixing until all solids or pigments that may have settled to the bottom of the container are thoroughly dispersed.
- B. Strain the paint through a screen with openings no larger than those specified for a No. 50 sieve. Refer to ASTM E 11.
- C. Strain and continuously agitate the mixed material up to and during

Cleaning and Painting Structural Steel

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application.

### **3.6 APPLY PAINT – GENERAL**

- A. Consult with the manufacturer's technical representative for answers to technical questions related to the application of the specified coating materials.
- B. Project Conditions/Weather Limitations
  - 1. Follow the manufacturer's recommendations if weather conditions require paint thinning.
  - 2. Apply paint only when the following weather conditions exist:
    - a. The temperature of the air and the steel are above 40 degrees F but not so hot as to cause the paint to blister.
    - b. The relative humidity is less than 85 percent or such that the combination of temperature and humidity conditions inhibits surface condensation.
    - c. Apply a thin film of water to a small area to test humidity. The surface may be painted if the film evaporates within 15 minutes.
    - d. The steel temperature is a minimum of 5 degrees F above dew point.
- C. Use necessary equipment for proper application of the specified coating. Observe safety practices found in SSPC-PA Guide 10, Guide to Safety and Health Requirements.
- D. Apply paint with spray nozzles at pressures recommended by the manufacturer of the coating system.
- E. Use wet and dry film thickness gauges for testing the coating thickness during and after application. Refer to SSPC-PA 2. Use equipment capable of taking dry film thickness readings on all portions including nuts and bolts.
- F. Apply two or more coats if the required film thickness could not be obtained by one coat without producing runs, bubbles, or sags.
- G. Apply paint to produce a uniform, even coating that bonds to the underlying surface. Refer to SSPC-PA 1.

### **3.7 APPLY PAINT – PAINTING STRUCTURAL STEEL**

- A. Prime Coat
  - 1. Maintain the dry film thickness of the prime coat between 2.5 and

- 6.0 mils.
  2. Blast clean any coat that produces “mud-cracking” or adds more than 7.0 mils to a soundly bonded coating on bare steel. Refer to SSPC-SP 10. Re-coat the surface.
  3. Thoroughly clean areas that have deficient primer thickness with power washing equipment to remove all dirt. Wire-brush, vacuum, and re-coat the area.
- B. Intermediate Coat
1. Use the coating type and minimum dry film thickness specified.
  2. Produce a dry-film thickness of the intermediate coat greater than 4 mils.
- C. Top coat – Keep the dry film thickness greater than 2 mils.
- D. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- E. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracks, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### **3.8 SITE CLEANING**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### **3.9 TOUCH UP PAINT**

- A. After paint system application is complete, protect coating system from damage or marring.
- B. Touch up minor paint damage to painted members according to Part 3.

END OF SECTION

Cleaning and Painting Structural Steel  
09991M – Page 9 of 9

July 2022



## REQUEST FOR INFORMATION

Project Name: SLC – 300 N Pedestrian Bridge

Project Number: SLC\_OP\_1

**RFI #: 94.00**

DATE: 4/7/22

NO of Pages: 25

TITLE: Elevator Steel Clarification – 300 N

TO: **Grey Turner**

FROM: **Jessica Keane**

Utah Transit Authority

Granite Construction

669 W 200 S

1000 N. Warm Springs Rd.

Salt Lake City, UT 84101

Salt Lake City, UT 84116

Description of Request:

Per project specifications, the elevator steel is ASTM A992. The elevator steel as installed requires painting. This type of steel will need to be painted. Please advise what paint color should be utilized.

The following documentation shows the Structural Steel Framing specification (051200), Exterior Painting specification (099113), Structural Steel General Notes (SE002), Architectural Plans, and elevator steel shop drawings.

**DUE DATE: April 12, 2022**

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Response Date:

Response:

May 26, 2021

**SPECIAL PROVISION**

**CONTRACT: 18-2399TP  
PROJECT: SLC\_OP\_1**

**SECTION 051200**

**STRUCTURAL STEEL FRAMING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Structural steel.
  - 2. Shear stud connectors.
  - 3. Shrinkage-resistant grout.
- B. Related Requirements:
  - 1. Section 099113 "Exterior Painting" and Section 099123 "Interior Painting" for painting requirements.

**1.2 DEFINITIONS**

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.
- B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.
- C. Protected Zone: Structural members or portions of structural members indicated as "protected zone" on Drawings. Connections of structural and nonstructural elements to protected zones are limited.
- D. Demand-Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the seismic-load-resisting system and which are indicated as "demand critical" or "seismic critical" on Drawings.

**1.3 COORDINATION**

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written

recommendations to ensure that shop primers and topcoats are compatible with one another.

- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

#### **1.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.5 ACTION SUBMITTALS**

- A. Product Data:
  - 1. Structural-steel materials.
  - 2. High-strength, bolt-nut-washer assemblies.
  - 3. Shear stud connectors.
  - 4. Anchor rods.
  - 5. Shop primer.
  - 6. Shrinkage-resistant grout.
- B. Shop Drawings: Show fabrication of structural-steel components.
  - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
  - 2. Include embedment Drawings.
  - 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
  - 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
  - 5. Identify members and connections of the seismic-load-resisting system.
  - 6. Indicate locations and dimensions of protected zones.
  - 7. Identify demand-critical welds.
  - 8. Identify members not to be shop primed.
- C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide in accordance with AWS D1.1/D1.1M for each welded joint whether prequalified or qualified by testing, including the following:
  - 1. Power source (constant current or constant voltage).
  - 2. Electrode manufacturer and trade name, for demand-critical welds.

## **1.6 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer, fabricator, and testing agency.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural-steel materials, including chemical and physical properties.
- E. Product Test Reports: For the following:
  - 1. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
  - 2. Direct-tension indicators.
  - 3. Tension-control, high-strength, bolt-nut-washer assemblies.
  - 4. Shear stud connectors.
- F. Survey of existing conditions.
- G. Source quality-control reports.
- H. Field quality-control reports.

## **1.7 QUALITY ASSURANCE**

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU or is accredited by the IAS Fabricator Inspection Program for Structural Steel (Acceptance Criteria 172).
- B. Installer Qualifications: A qualified installer who complies with the AISC Quality Certification Program (or Equal) and is designated an AISC-Certified Erector (or Equal), Category ACSE or Category CSE (or Equal).
  - 1. Installers that are not AISC certified shall provide documentation, prior to bid, showing an equal level of certification and a list of recent projects of similar size and type. A list of approved alternate-AISC installers will be issued to the bidding Contractors by Addenda.
- C. Shop-Painting Applicators: Qualified in accordance with AISC's Sophisticated Paint Endorsement P1 or to SSPC-QP 3.
- D. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.

## **1.8 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
  1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
  1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
  2. Clean and relubricate bolts and nuts that become dry or rusty before use.
  3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F3125/F3125M, Grade F1852 bolt assemblies and for retesting bolt assemblies after lubrication.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Comply with applicable provisions of the following specifications and documents:
  1. ANSI/AISC 303.
  2. ANSI/AISC 341.
  3. ANSI/AISC 360.
  4. RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- B. Connection Design Information:
  1. Option 1: Connection designs have been completed and connections indicated on the Drawings.
- C. Moment Connections: Type FR, fully restrained.
- D. Construction: Moment frame.

## 2.2 STRUCTURAL-STEEL MATERIALS

- A. **W-Shapes: ASTM A992/A992M.**
- B. Channels, Angles: ASTM A36/A36M.
- C. Plate and Bar: ASTM A36/A36M.
- D. Cold-Formed Hollow Structural Sections: ASTM A500/A500M, Grade C structural tubing.
- E. Steel Pipe: ASTM A53/A53M, Type E or Type S, Grade B.
  - 1. Weight Class: As indicated.
  - 2. Finish: Black except where indicated to be galvanized.
- F. Welding Electrodes: Comply with AWS requirements.

## 2.3 BOLTS AND CONNECTORS

- A. High-Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.
  - 1. Direct-Tension Indicators: ASTM F959/F959M, Type 325-1, compressible-washer type with plain finish.
- B. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F3125/F3125M, Grade F1852, Type 1, round head assemblies, consisting of steel structural bolts with splined ends; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.
  - 1. Finish: Plain.
- C. Shear Stud Connectors: ASTM A108, AISI C-1015 through C-1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.

## 2.4 RODS

- A. Unheaded Anchor Rods: ASTM F1554, Grade 36.
  - 1. Configuration: Hooked.
  - 2. Nuts: ASTM A563 heavy-hex carbon steel.
  - 3. Plate Washers: ASTM A36/A36M carbon steel.
  - 4. Washers: ASTM F436, Type 1, hardened carbon steel.
  - 5. Finish: Plain.

## **2.5 PRIMER**

- A. Steel Primer:
  - 1. Comply with Section 099113 "Exterior Painting."

## **2.6 SHRINKAGE-RESISTANT GROUT**

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

## **2.7 FABRICATION**

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.
  - 1. Camber structural-steel members where indicated.
  - 2. Fabricate beams with rolling camber up.
  - 3. Identify high-strength structural steel in accordance with ASTM A6/A6M and maintain markings until structural-steel framing has been erected.
  - 4. Mark and match-mark materials for field assembly.
  - 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
  - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted in accordance with SSPC-SP 3.
- F. Shear Stud Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Weld using automatic end welding of headed-stud shear connectors in accordance with AWS D1.1/D1.1M and manufacturer's written instructions.
- G. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.

1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.
4. Grind sheared, punched, and flame-cut edges to remove burrs and provide smooth surfaces and eased edges.
5. Make intermittent welds appear continuous, using filler or additional welding.
6. Limit butt and plug weld projections to 1/16 inch.
7. Remove weld spatter, slivers, and similar surface discontinuities.
8. Remove blemishes and surface irregularities resulting from temporary braces or fixtures by filling or grinding, before cleaning, treating, and shop priming.
9. Grind tack welds smooth unless incorporated into final welds.
10. Remove backing and runoff tabs, and grind welds smooth.
11. Conceal fabrication and erection markings from view in the completed structure.
12. Make welds uniform and smooth.

## **2.8 SHOP CONNECTIONS**

- A. High-Strength Bolts: Shop install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.
  1. Joint Type: As indicated.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

## **2.9 SHOP PRIMING**

- A. Shop prime steel surfaces, except the following:
  1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
  2. Surfaces to be field welded.
  3. Surfaces of high-strength bolted, slip-critical connections.
  4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
  5. Galvanized surfaces [unless indicated to be painted].
  6. Corrosion-resisting (weathering) steel surfaces.

7. Surfaces enclosed in interior construction.
  8. Surface indicated in the drawings to not be primed.
- B. Surface Preparation of Steel: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces in accordance with the following specifications and standards:
1. SSPC-SP 3.
- C. Priming: Immediately after surface preparation, apply primer in accordance with manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
  2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

## 2.10 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
1. Allow testing agency access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
  2. Bolted Connections: Inspect and test shop-bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
  3. Welded Connections: Visually inspect shop-welded connections in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E165/E165M.
    - b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - c. Ultrasonic Inspection: ASTM E164.
    - d. Radiographic Inspection: ASTM E94/E94M.
  4. In addition to visual inspection, test and inspect shop-welded shear stud connectors in accordance with requirements in AWS D1.1/D1.1M for stud welding and as follows:
    - a. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear stud connector.
    - b. Conduct tests in accordance with requirements in AWS D1.1/D1.1M on additional shear stud connectors if weld fracture occurs on shear stud connectors already tested.

5. Prepare test and inspection reports.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
  1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated on Drawings.
  1. Do not remove temporary shoring supporting composite deck construction and structural-steel framing until cast-in-place concrete has attained its design compressive strength.

### **3.3 ERECTION**

- A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.
- B. Baseplates Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  1. Set plates for structural members on wedges, shims, or setting nuts as required.
  2. Weld plate washers to top of baseplate.
  3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
  4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed

surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for grouting.

- C. Maintain erection tolerances of structural steel within ANSI/AISC 303.
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  - 1. Level and plumb individual members of structure. Slope roof framing members to slopes indicated on Drawings.
  - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- H. Take special care during erection to minimize damage to shop priming.
- I. Remove welded tabs that were used for attaching temporary bracing and safety cabling and that are exposed to view in the completed Work. Take care to avoid any blemishes, holes, or unsightly surfaces resulting from the use or removal of temporary elements.
- J. Grind tack welds smooth.
- K. Remove backing and runoff tabs, and grind welds smooth.
- L. Conceal fabrication and erection markings from view in the completed structure.
- M. Remove weld spatter, slivers, and similar surface discontinuities.
- N. Grind off butt and plug weld projections larger than 1/16 inch.
- O. Continuous welds shall be of uniform size and profile.

### **3.4 FIELD CONNECTIONS**

- A. High-Strength Bolts: Install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt and joint type specified.
  - 1. Joint Type: As indicated.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
  - 2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
  - 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

### **3.5 REPAIR**

- A. Touchup Painting:
  - 1. Immediately after erection, clean exposed areas where primer is damaged or missing, and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
    - a. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
  - 2. Cleaning and touchup painting are specified in Section 099113 "Exterior Painting."

### **3.6 FIELD QUALITY CONTROL**

- A. Special Inspections: Owner will engage a special inspector to perform the following special inspections:
  - 1. Verify structural-steel materials and inspect steel frame joint details.
  - 2. Verify weld materials and inspect welds.
  - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
  - 1. Bolted Connections: Inspect and test bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."

2. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.
  - a. In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
    - 1) Liquid Penetrant Inspection: ASTM E165/E165M.
    - 2) Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - 3) Ultrasonic Inspection: ASTM E164.
    - 4) Radiographic Inspection: ASTM E94/E94M.

END OF SECTION

**SPECIAL PROVISION**

**CONTRACT: 18-2399TP  
PROJECT: SLC\_OP\_1**

**SECTION 099113**

**EXTERIOR PAINTING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
  - 1. Steel and iron.
  - 2. Galvanized metal.
- B. Related Requirements:
  - 1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates.
  - 2. Section 055000 "Metal Fabrications" for shop priming metal fabrications.

**1.2 DEFINITIONS**

- A. MPI Gloss Level 5 (semigloss): 35 to 70 units at 60 degrees, according to ASTM D523.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  - 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.

4. Label each Sample for location and application area.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

#### **1.4 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

#### **1.5 QUALITY ASSURANCE**

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
    - b. Other Items: Architect will designate items or areas required.
  2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

## **1.7 FIELD CONDITIONS**

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. PPG Paints.
  - 3. Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, provide one of the products listed in the Exterior Painting Schedule for the paint category indicated.

### **2.2 PAINT, GENERAL**

- A. MPI Standards: Products shall comply with MPI standards indicated. Products shall be listed in its "MPI Approved Products Lists" unless indicated otherwise.
  - 1. Substitutions of products not listed on the "MPI Approved Products Lists" may be considered if product data for the product is provided that clearly indicates that the product meets or exceeds all MPI requirements.
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. VOC Content: For field applications, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
  - 1. Flat Paints and Coatings: 50 g/L.

2. Nonflat Paints and Coatings: 100 g/L.
3. Primers, Sealers, and Undercoaters: 100 g/L.
4. Rust-Preventive Coatings: 250 g/L.
5. Zinc-Rich Industrial Maintenance Primers: 340 g/L.

D. Colors: As selected by Architect from manufacturer's full range.

## **2.3 SOURCE QUALITY CONTROL**

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  2. Testing agency will perform tests for compliance with product requirements.
  3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  - 1. SSPC-SP 3.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

## 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.

4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
  6. Do not paint finish copper, bronze, chromium plate, nickel, stainless steel, anodized aluminum, or monel metal except as explicitly indicated or specified.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed to view:
    - a. Equipment, including panelboards and switch gear.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Tanks that do not have factory-applied final finishes.

### **3.4 FIELD QUALITY CONTROL**

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### **3.5 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### **3.6 EXTERIOR PAINTING SCHEDULE**

- A. Steel and Iron Substrates:
  - 1. Water-Based Light Industrial Coating System MPI EXT 5.1B:
    - a. Prime Coat: Primer, zinc rich, inorganic, MPI #19.
      - 1) PPG Architectural: Amercoat; Dimetcote 9H - DI9H-A/DI9H-B/DI9-P.
      - 2) Sherwin-Williams: Protective & Marine; Zinc Clad XI - B69V11/B69D11.
    - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
    - c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.
      - 1) Sherwin-Williams: Pro Industrial; DTM Semi-Gloss - B66W01151.
- B. Galvanized-Metal Substrates:
  - 1. Water-Based Light Industrial Coating System MPI EXT 5.3J:
    - a. Prime Coat: Primer, galvanized, water based, MPI #134.
      - 1) Benjamin Moore: Ultra Spec HP; Acrylic Metal Primer - HP04/FP04.
      - 2) PPG Architectural: High Performance Coatings; Pitt-Tech Plus 4020 PF / Devflex 4020 PF - 4020 1000.
      - 3) Sherwin-Williams: Pro Industrial; Pro-Cryl Universal Primer - B66W1310.
    - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
    - c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.
      - 1) Sherwin-Williams: Pro Industrial; DTM Semi-Gloss - B66W01151.

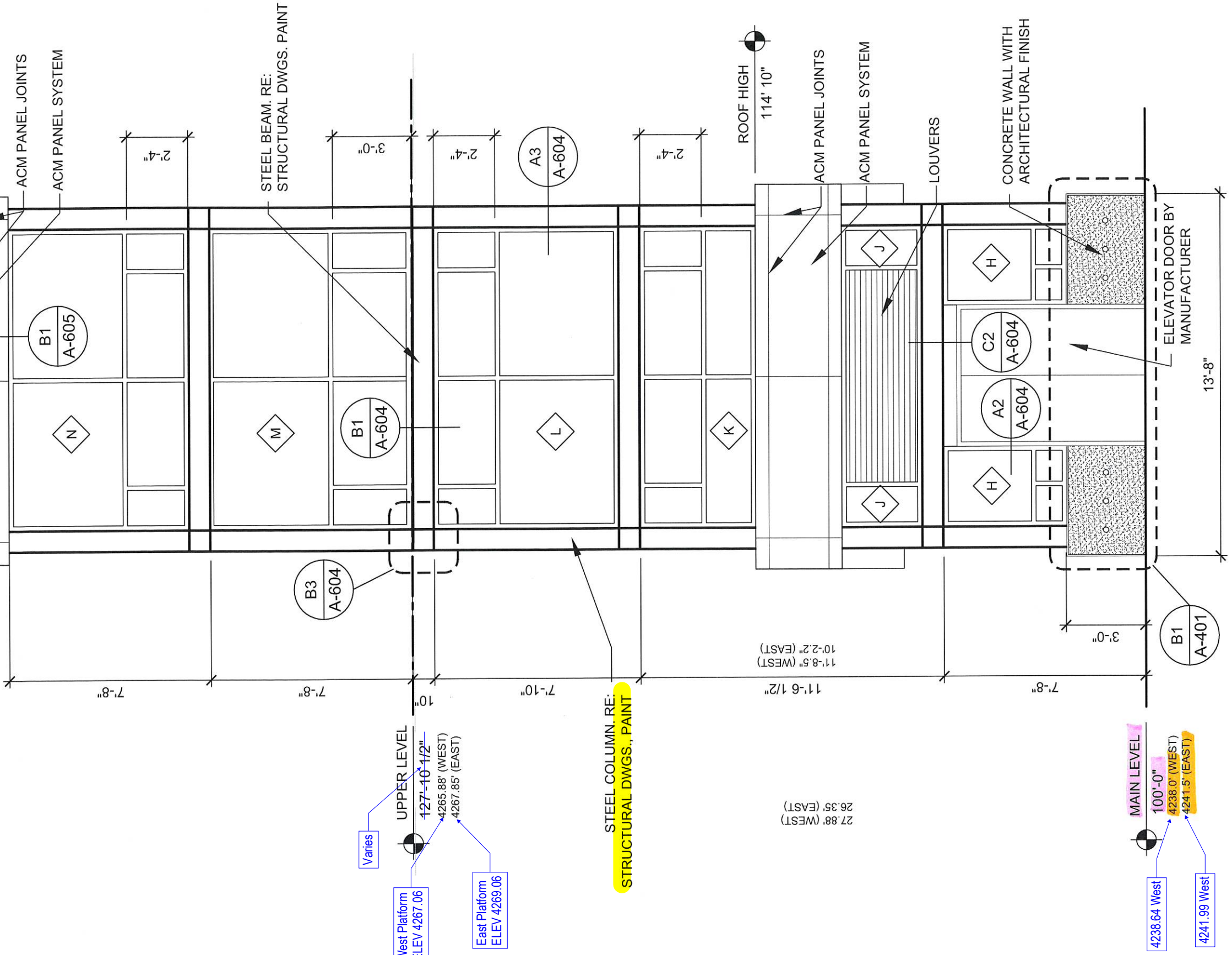
END OF SECTION



SINGLE PLY MEMBRANE ROOF

ROOF HIGH  
148'-0"

ROOF LOW  
145'-2"



**A1** ELEVATOR ELEVATION  
SCALE: 1/4" = 1'-0"

△		
△		
△		
0	01/22/21	100% REVIEW SUBMITTAL
REV	DATE	DESCRIPTION

Designed By  
JJ

Drawn By  
JK

Checked By  
JJ

Approved By

FFKR ARCHITECTS

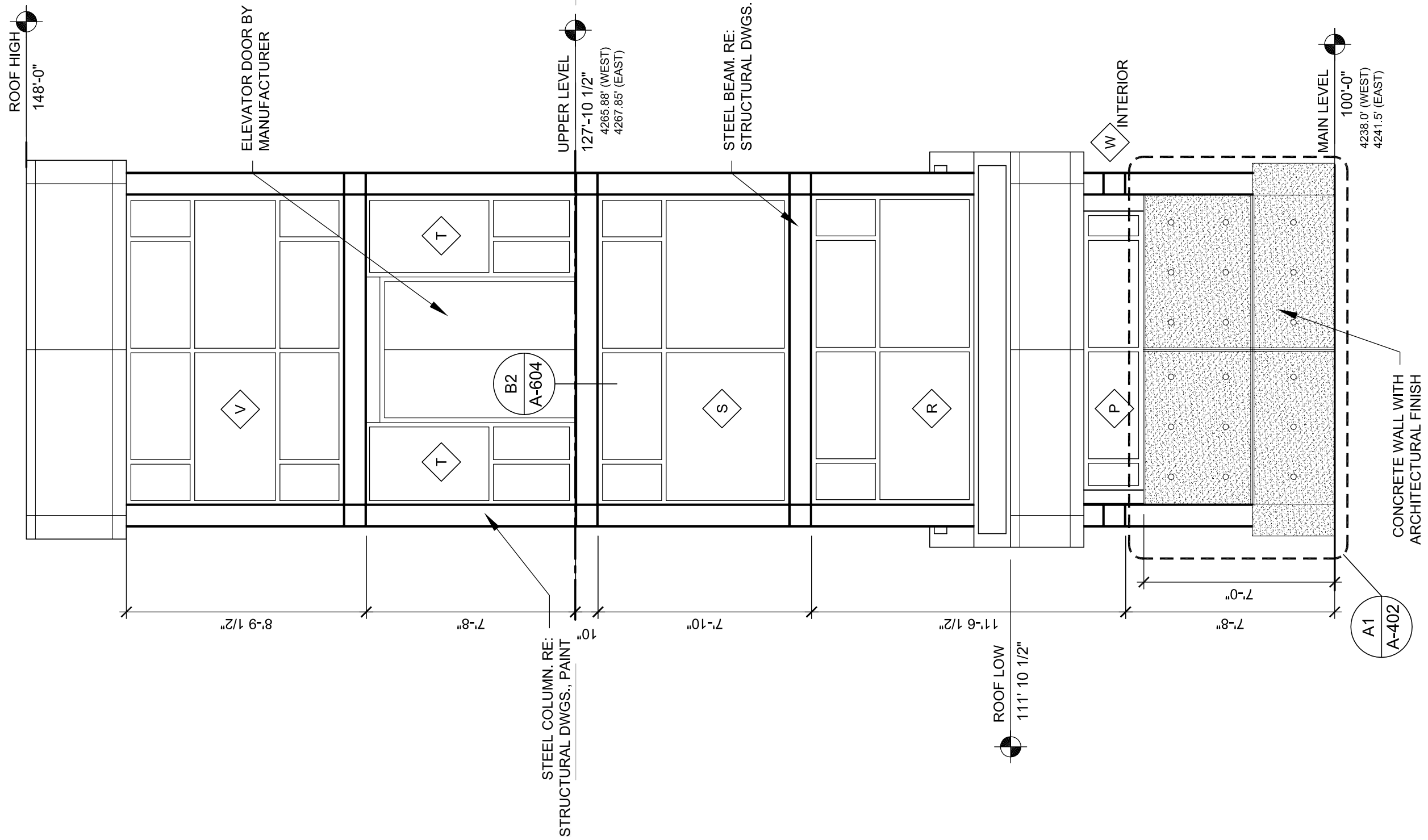
*James B. Lipse*



EXTERIOR ELEVATION

SALT LAKE CITY  
SLC\_OP\_1  
300 NORTH PEDESTRIAN OVERPASS STRUCTURE  
OVER 500 WEST & UPRR/UTA LINES

CADD Filename	
UTA Contract No. 18-2399TP	
Drawing A-201	Sheet No.



**A1** ELEVATOR ELEVATION  
SCALE: 1/4" = 1'-0"

REV	DATE	DESCRIPTION
0	01/22/21	100% REVIEW SUBMITTAL

Designed By	JJ
Drawn By	JK
Checked By	JJ
Approved By	

**FFKR ARCHITECTS**

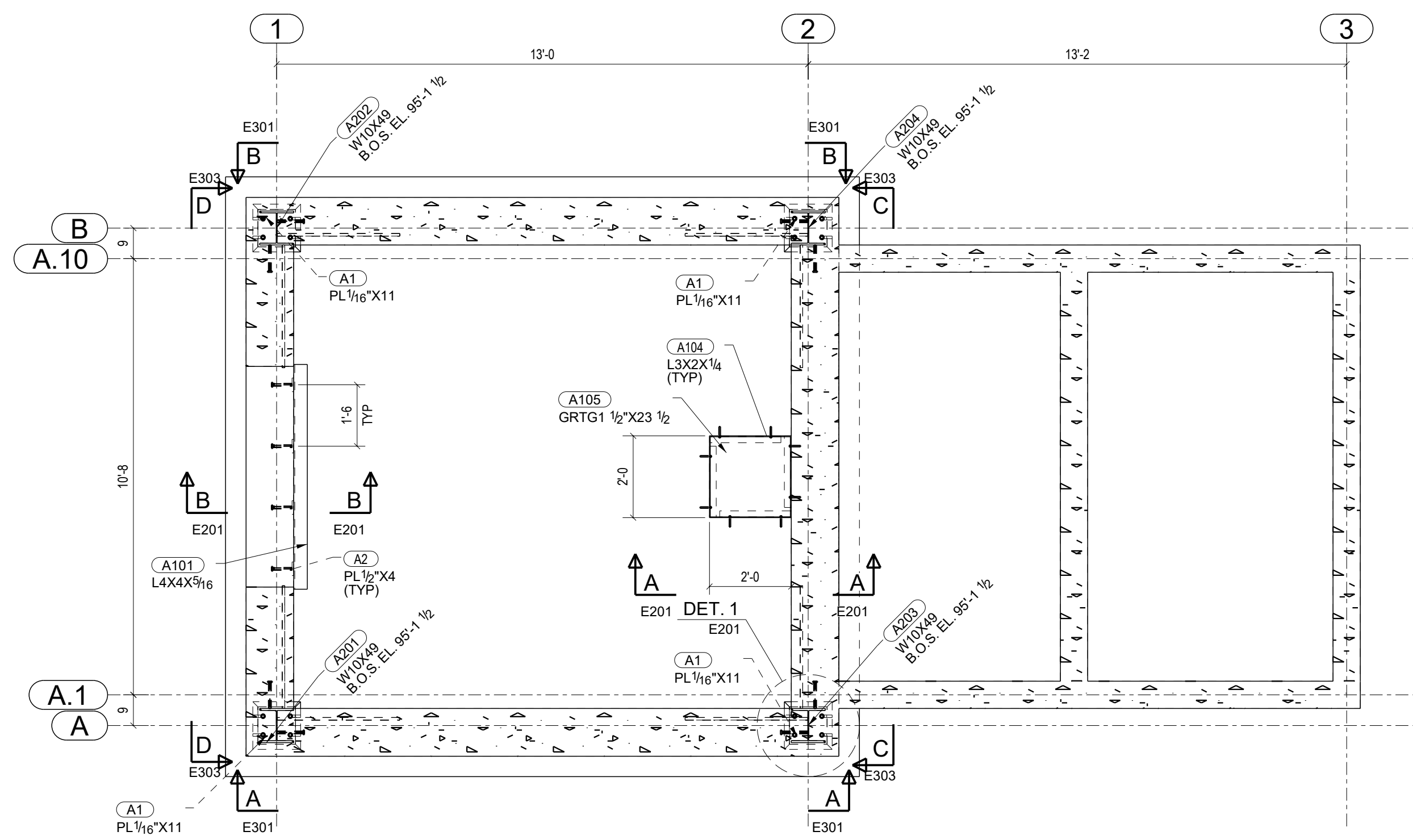
*James B. Laese*



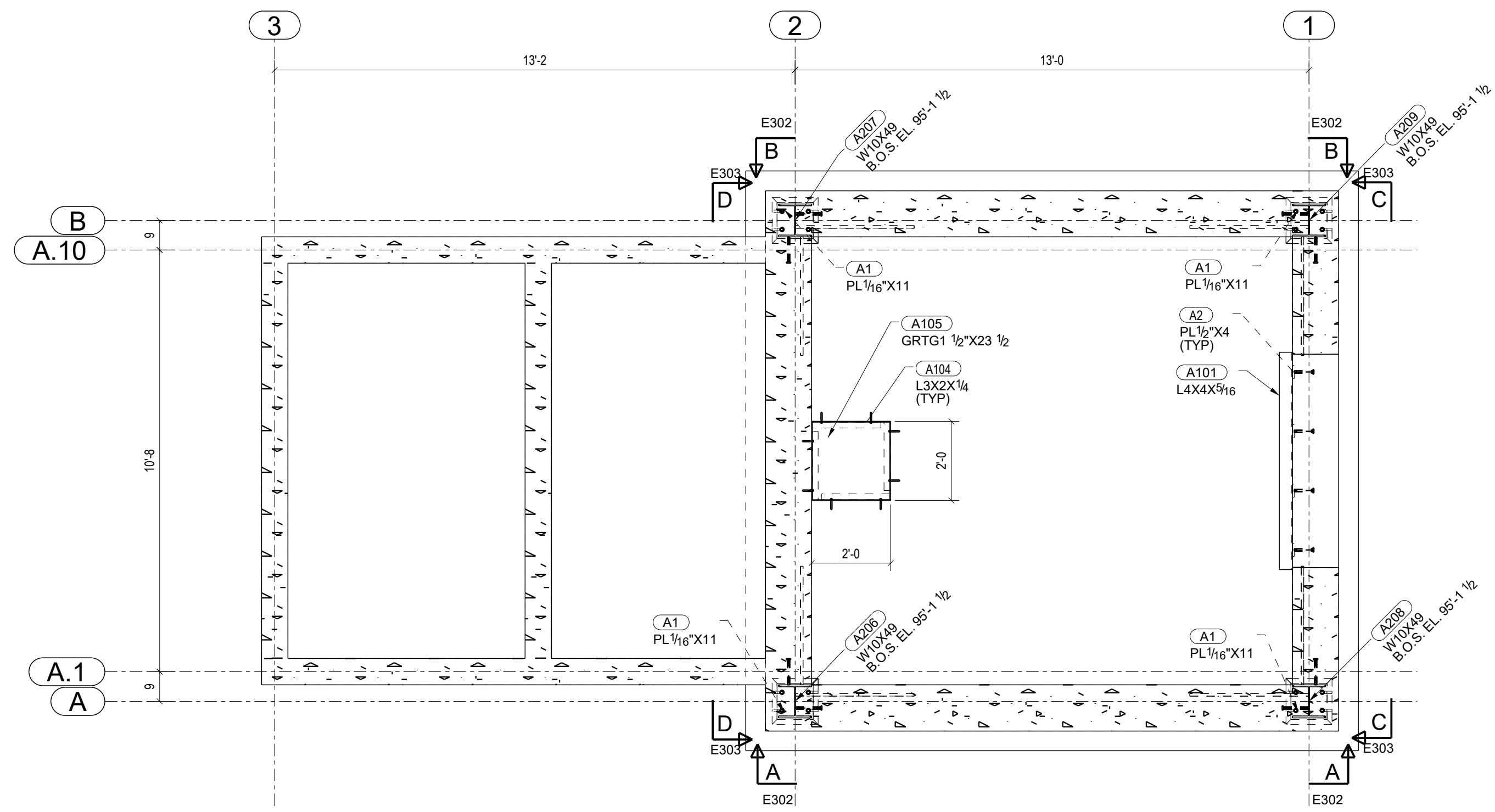
**EXTERIOR ELEVATION**

SALT LAKE CITY  
SLC\_OP\_1  
300 NORTH PEDESTRIAN OVERPASS STRUCTURE  
OVER 500 WEST & UPRR/UTA LINES

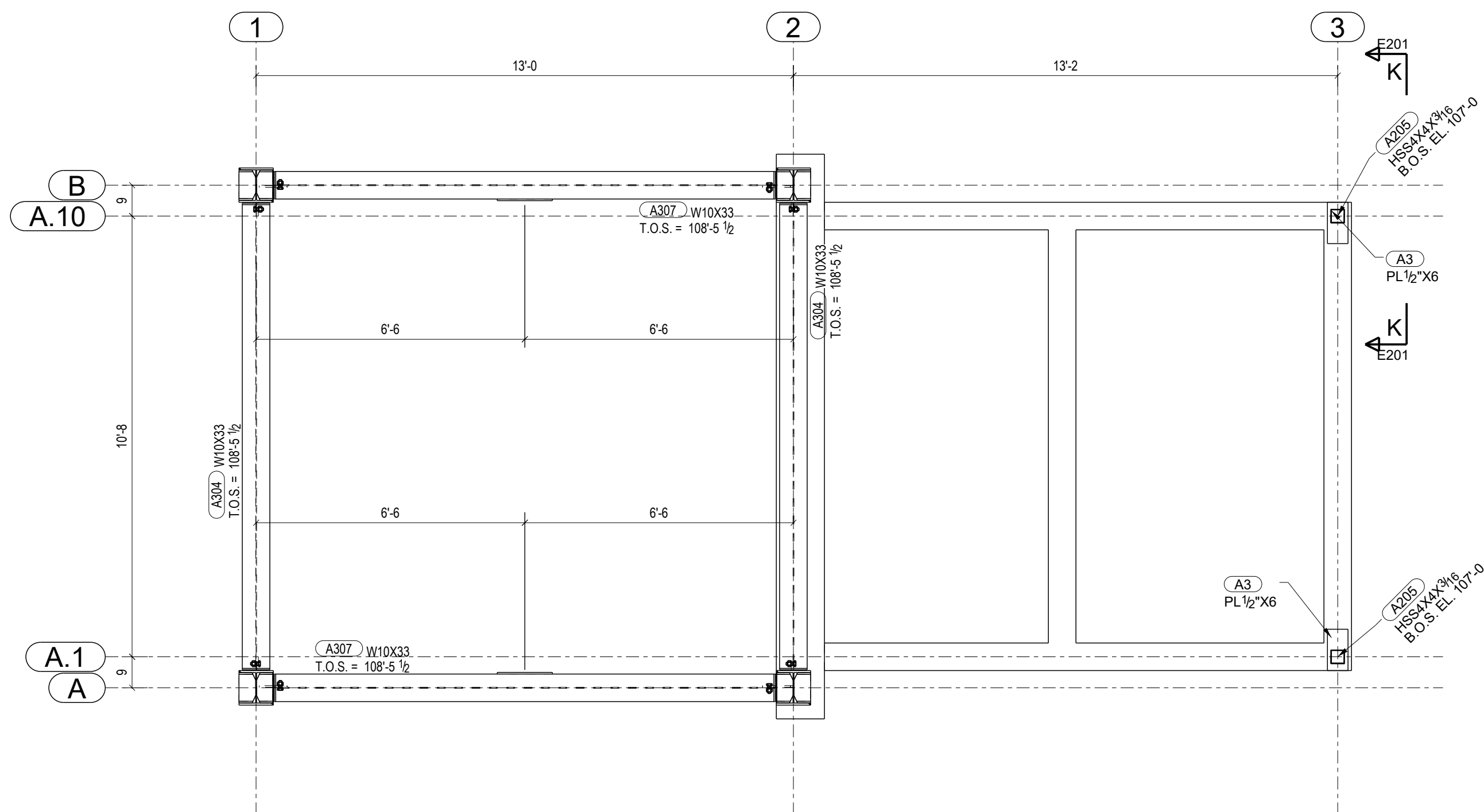
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UTA Contract No. 18-2399TP	
Drawing	Sheet No.
A-203	



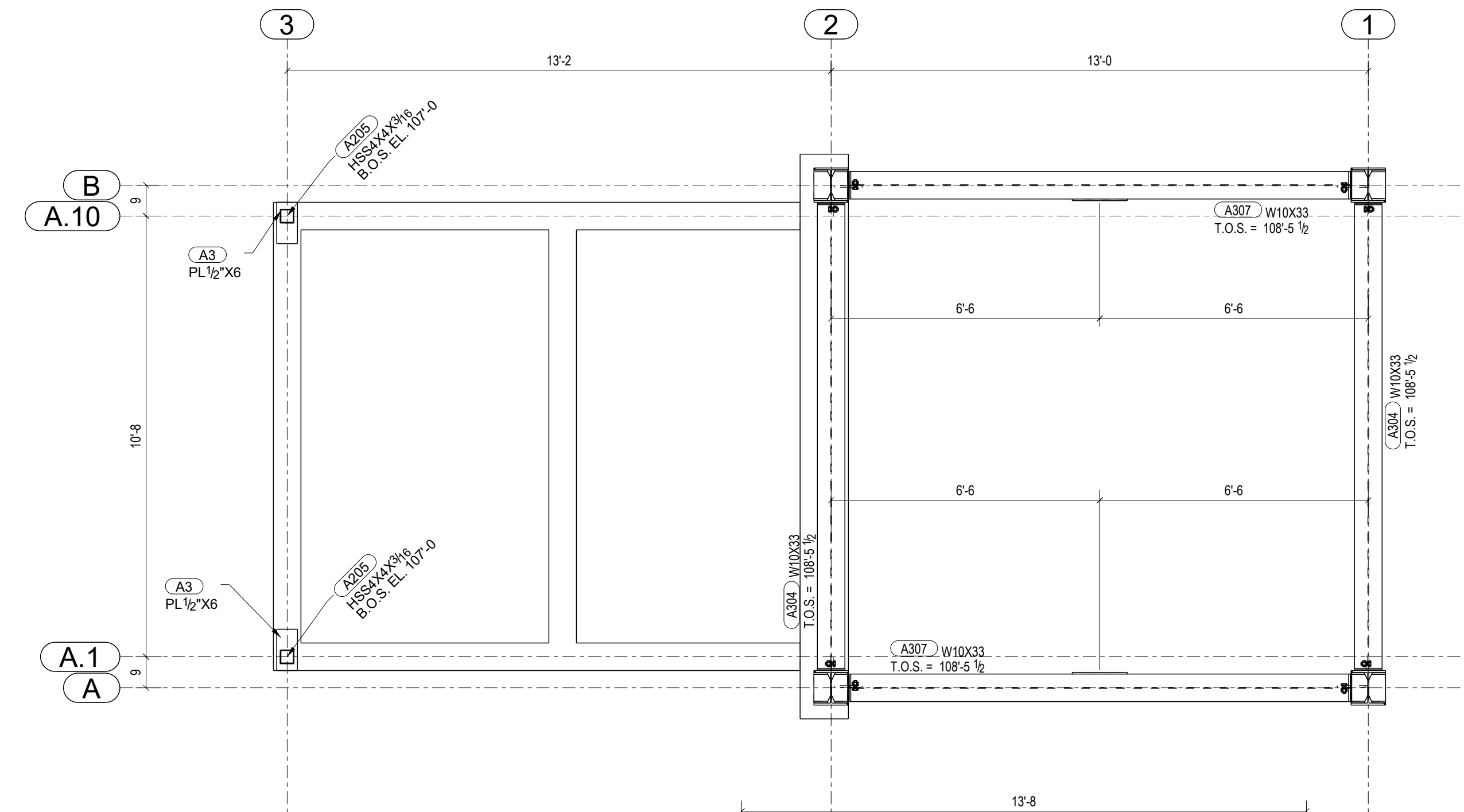
PLAN AT EL. 100'-0 WEST TOWER



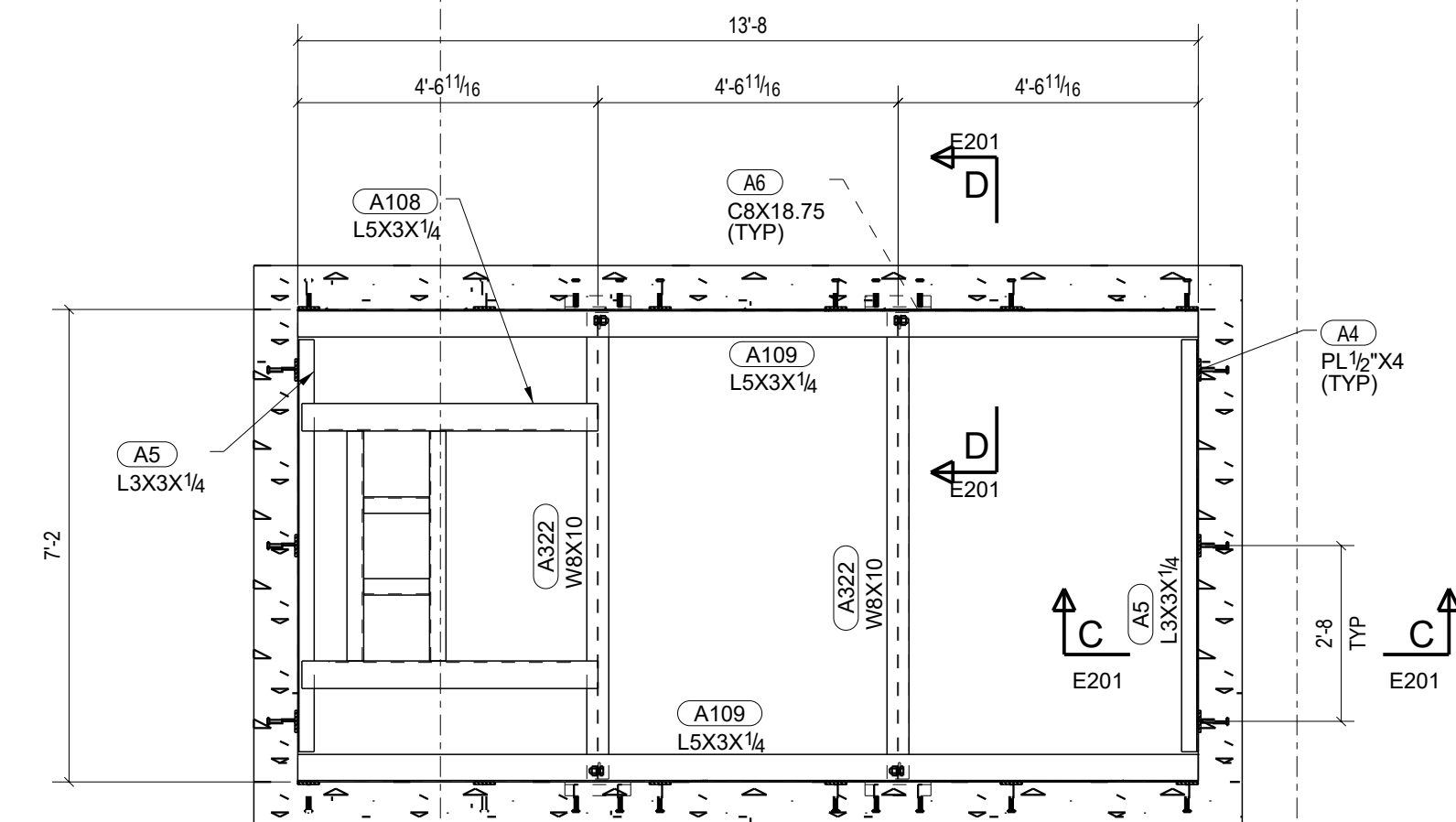
PLAN AT EL. 100'-0 EAST TOWER



PLAN AT EL. 108'-5 1/2 WEST TOWER



PLAN AT EL. 108'-5 1/2 EAST TOWER



Revised per mtg on: 2.14.22 FFKR jji 2.14.22

<input type="checkbox"/> NO EXCEPTIONS	<input type="checkbox"/> REVISE AND RESUBMIT	<input type="checkbox"/> REJECTED
<input checked="" type="checkbox"/> FURNISH AS CORRECTED	<input type="checkbox"/> SUBMIT SPECIFIED ITEM	<input type="checkbox"/> FFKR REVIEW NOT REQUIRED

This review is only for general conformance with the design concept and the information given in the Construction Documents. Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the plans and specifications and applicable laws, codes and regulations. Review of a specific item shall not include review of an assembly of which the item is a component. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. Coordinate the Work with that of all other trades and perform all Work in a safe and satisfactory manner.

Date: 01/31/2022  
 By: jjenzen1  
**FFKR ARCHITECTS**

**WORKING DRAWINGS REVIEW**

<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input checked="" type="checkbox"/> MAKE CORRECTIONS AS NOTED	<input type="checkbox"/> REVISE AND RESUBMIT	<input type="checkbox"/> REJECTED
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CIVIL SCIENCE  
 DATE: 01/30/2022  
 BY: AJ Yates

Considerations or comments made on the working drawings during review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents.

**SUBMITTAL REVIEW**

<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input checked="" type="checkbox"/> NOTE MARKINGS	<input type="checkbox"/> REVISE AND RESUBMIT	<input type="checkbox"/> REJECTED	<input type="checkbox"/> NOT REVIEWED
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The Engineer to review for general conformance with the contract documents and to indicate general conformance with the contract documents. The contractor remains responsible for providing complete and correct information, including drawings, specifications, and performing the work in a satisfactory manner.

By: jplater  
 Date: 2022-01-28  
**REAVELEY**

DATE	NO.	DESCRIPTION	BY
01/17/2022		For Re-Approval	JB
10/22/2021		For Approval	JB

STEEL	ASTM	SEE SPEC	UNO	PROJECT NAME
ELECTRODES	E70-XX		UNO	UTA PEDESTRIAN ELEVATOR
WELDS	ASW		UNO	LOCATION
OPEN HOLES	13/16"		UNO	CONTRACTOR
BOLTS	A325N		UNO	ARCHITECT
PAINT	1-S/C PRIMER		UNO	FFKR ARCHITECTS

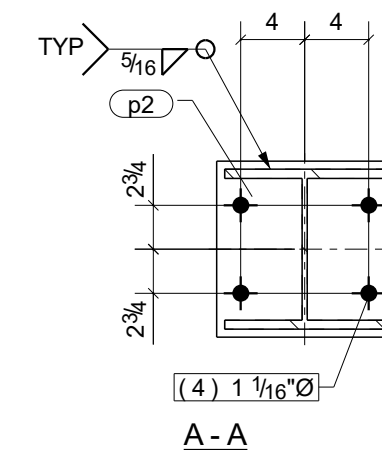
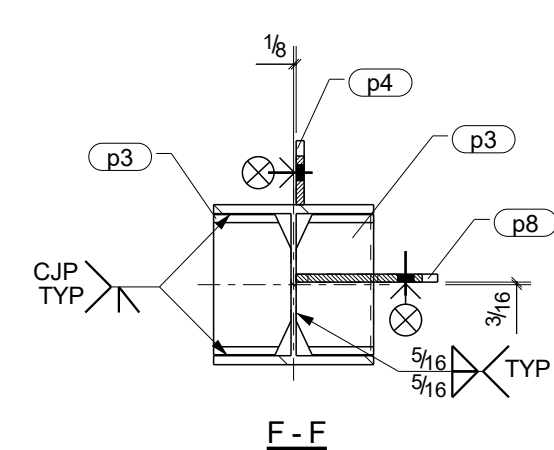
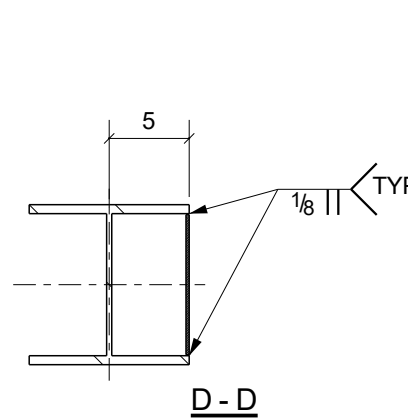
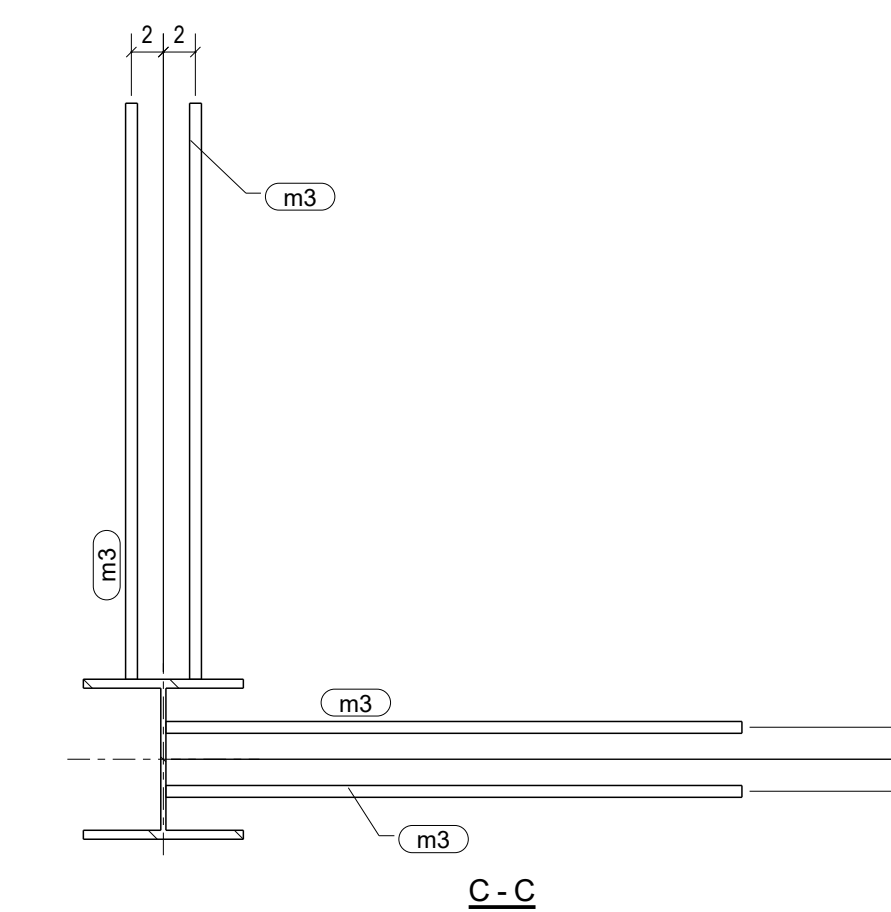
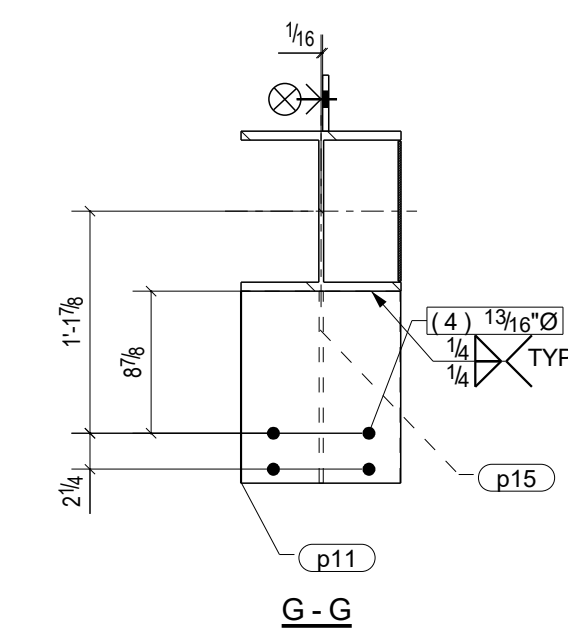
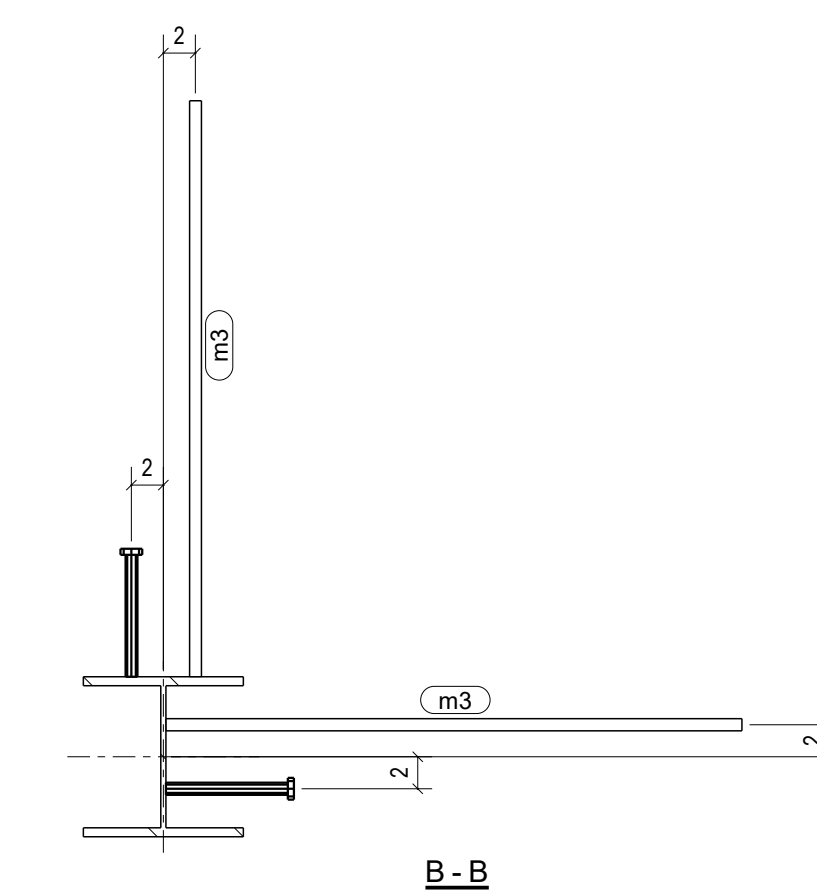
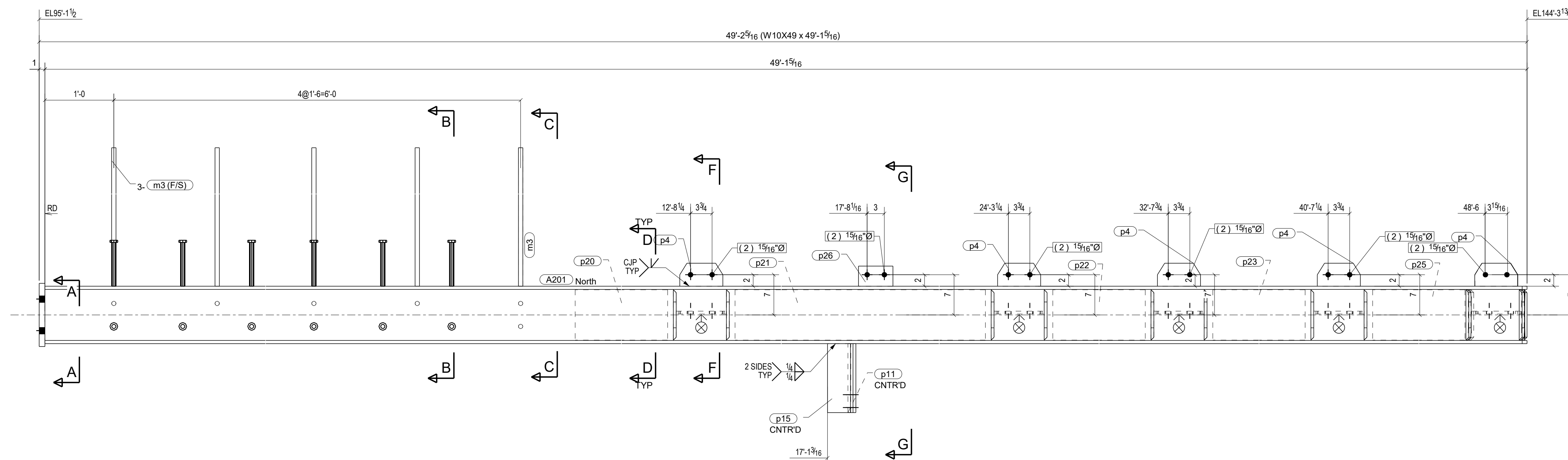
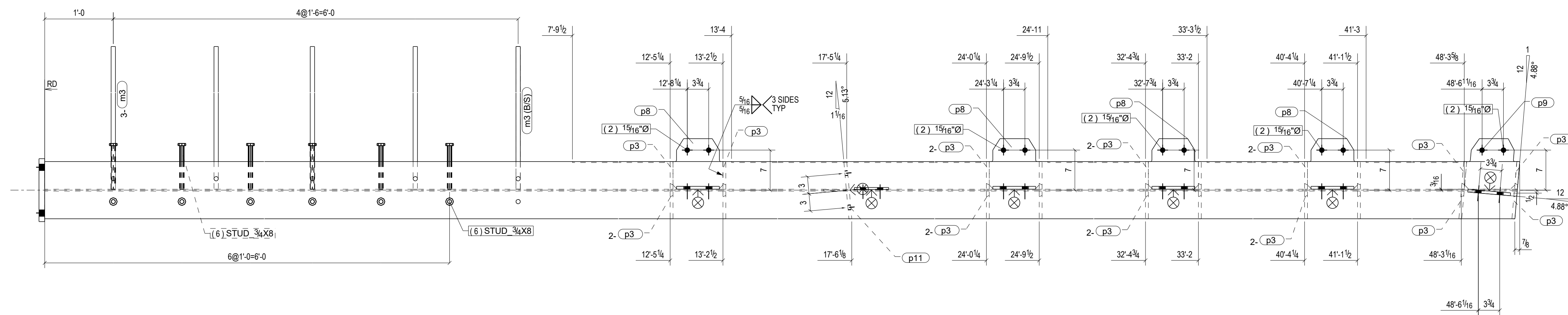
DESCRIPTION	DATE	JOB No.
AB PLACEMENT PL <td>10/22/2021</td> <td>UTA</td>	10/22/2021	UTA
		DRG No. E101

**W.O.I.**  
 Lindon, UT 84042  
 801-420-2546 www.woisteel.com

GRID LOCATION	BOTTOM ELEVATION
1/A	95'-1 1/2"

# BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A201	1	COLUMN			SQ-1/BEV-1
A201	1	W10X49	49'-1 5/16"	2407	A992
m3	12	DBA 3/4"	3'-0"	92	A496
p2	1	PL1"x11"	0'-11"	34	A36
p3	20	PL1/2"x4 7/8"	0'-8 3/4"	109	A572-50
p4	5	PL1/2"x4"	0'-7 1/2"	19	A572-50
p8	4	PL1/2"x8 3/4"	0'-8 13/16"	39	A572-50
p9	1	PL1/2"x8 7/8"	0'-9 1/8"	10	A572-50
p11	1	PL1/2"x10"	1'-0"	17	A36
p15	1	PL1/4"x4"	1'-0"	3	A36
p20	1	PL3/16"x8 3/4"	4'-6 3/4"	25	A36
p21	1	PL3/16"x8 3/4"	10'-7 1/4"	59	A36
p22	1	PL3/16"x8 3/4"	7'-4 3/4"	41	A36
p23	1	PL3/16"x8 3/4"	6'-11 3/4"	39	A36
p25	1	PL3/16"x8 3/4"	6'-11 1/2"	39	A36
p26	1	PL3/8"x3 1/2"	0'-6"	2	A36
12		STUD 3/4" DIA	0'-8"	13	
TOTAL WEIGHT THIS DRAWING				2950	



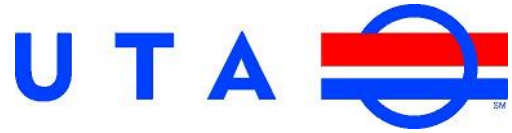
## ONE - COLUMN - A201

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

01/17/2022	For Re-Approval	JB
10/22/2021	For Approval	JB
DATE	NO.	DESCRIPTION


**W.O.I.**  
Lindon, UT 84042  
801-420-2546 www.woisteel.com

DESCRIPTION	DATE	JOB No
COLUMN	10/22/2021	UTA
	DRAWN BY	DRG No
		A201



## MEMORANDUM

To: Tom Millar, SLC Project Manager/Transportation Planner, Transportation Division

From: Grey Turner, P.E., Manager of Engineering & Design 

Date: June 30, 2022

Re: 300 North Ped Bridge Structural Steel substitution

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As a result of the material substitution for the elevator shafts on the 300 North Pedestrian Bridge and in response to your previous memo dated April 26, 2022 – our project team has worked diligently over the past several weeks to develop solutions that are structurally sound, visually appealing, and meets or exceeds all the industry standards for a pedestrian bridge design.

Included in this memo is:

- Condensed summary of the technical/structural fixes that will be applied to the elevator shafts,
- List of other administrative-type provisions that UTA will address,
- Matrix showing the inspections needed/QA & QC responsibilities/standards to be met,
- Modified paint specification, “09991M Field Cleaning and Painting Structural Steel”, that we have developed using UDOT specs 09972 and 09991. This modified paint specification is specific to the prepping, priming, and painting that will need to occur. Please note this new specification has been developed and reviewed internally and can be modified, if needed, based on comments from SLC review.

Then, attached to this memo is a technical memo from the structural engineers (AJ Yates from Civil Science and Jeff Miller from Reaveley Engineers) outlining the information you requested as well as a detailed discussion of the proposed solutions we are suggesting occur with this material substitution.

Condensed summary of the technical/structural fixes that are proposed:

- A thorough review of the structural properties of the structural steel and weathering steel was performed to ensure the anticipated structural integrity of the structure was maintained. There were some questions regarding the different mechanical properties of the steel. Yes, there are more mechanical properties of steel than just yield strength and modulus of elasticity. However, these are the only values relevant to the design. The other values are either not applicable or have the same values for either type of steel.
- The steel plates shown on Detail A1, Sheet SF501 that are part of the original design are there to create a mounting surface for the glass windows. These plates and the surrounding area will have small pieces of plate steel added to completely seal the boxed section to ensure no moisture or atmosphere can enter this area and thus eliminate the possibility of corrosion forming. There will also be some small plates and “seal welding” that occurs around the cover plates to ensure the area is fully sealed.

- All welds will be ground and smoothed out, mill scale/slag/flux deposits will be removed to create a smooth finished surface.
- The entire steel framework structure will be blasted to remove old primer, rust that has formed, and other small deposits to ensure a clean priming/painting surface. The specifics on how and when this is to be performed are addressed in the modified specification 09991M contained at the end of the memo.
- Priming and subsequent finish paint coats will be applied in conformance with project specifications and the above-mentioned modified specification 09991M “Field Clean and Painting Structural Steel. The proposed NEPCOAT List B primer and paint product sheets are attached to this memo. We are recommending the “Carboline Company” products be used on this structure. Paint colors will be recommended by the architect with final approval by Salt Lake City.
- A “methacrylate-type” product to be applied to the concrete immediately surrounding the structural steel that is embedded in the concrete. This will seal the concrete and fill any microcracks to inhibit moisture penetrating the concrete. Specific attention will be given during the application of this methacrylate product around the steel and concrete interface. The area of application will be contained to that area that will be covered with the metal flashing as described in the following bullet point. This will ensure that any discoloration of the concrete will be covered or hidden from general view.
- Metal flashing will be placed around the steel members where embedded in concrete. Caulking will be applied after the methacrylate product is applied and before the flashing is installed to ensure a positive slope away from the steel. This will provide an additional method to inhibit moisture penetrating the concrete and potentially corroding the embedded steel.

Your memo specifies following the UDOT paint specs and processes. After numerous meetings and research, we agree the NEPCOAT paint system (Qualified Products List B) will be a superior product to use on the structure. As previously mentioned, after reviewing the UDOT 09972 and 09991 painting specifications, we have written the modified specification 09991M “Field Cleaning and Painting Structural Steel” to address what will be needed to prep, prime, and paint the structure. After review by Salt Lake City, if there are any additions or deletions that need to be made, we will reissue the specification. We do still owe you one rendering of a “gray color” to give you the visual information you need to select a color. There is a section of the modified specification that discusses the need to provide paint samples to both UTA and SLC before a color is selected and approved. In addition, we will have certified inspectors inspect and evaluate between each paint phase and ensure proper procedures are being followed.

Other UTA Agreed-to Provisions:

- Full transparency and better communication between UTA managers/inspectors and Salt Lake City representatives – specifically field-related questions and concerns that may arise. Weekly meetings and documentation will occur to ensure concerns are being addressed.
- A current listing of all specifications used will be kept and available for easy electronic retrieval and review.

- Qualified inspectors required to satisfy the building permit requirements will provide the necessary inspections. A 3<sup>rd</sup> party structural engineer has also been retained to review the plans and provide design/construction insights.
- RS&H has been selected to inspect the fabrication of the prefabricated bridge structure currently being built in Greeley, Colorado.
- All construction inspection logs, notes, reports, photos are submitted in IPCS and will be accessible to SLC for review.
- In addition to the above-mentioned inspections, the Engineer-of-Record (EOR) and Architect-of-Record (AOR) will perform field reviews and provide notes at key milestones during the construction process. These reviews will be at the Engineer's and Architect's discretion and will be communicated to the UTA inspectors.
- Four additional on-site inspections by a structural engineer, UTA inspector, and SLC inspector(s). These inspections will only pertain to the elevator shaft structures – specifically welds/joints, steel/concrete interface, and paint/coating condition. These inspections will not include the entire bridge structure and all the other electrical, mechanical, other equipment found in the mechanical rooms – including the elevators and associated lift equipment. These inspections will occur at the following milestones:
  - #1 Year 0 – before final completion and Bill-of-Sale is submitted to SLC.
  - #2 Year 1 – one year after final completion.
  - #3 Year 3 – three years after final completion.
  - #4 Year 5 – five years after final completion.

As a result of these inspections, if there are any findings directly related to warranty issues or defects, UTA will schedule and pay for the solution(s) that are identified and agreed to by both parties.

- All paint sub-contractor's qualifications/certifications/QC plans will be submitted to SLC for review after UTA's review.
- Provide SLC an escrow account or other related means to provide a re-painting or paint touchup fund for the elevator shafts. Based on the new NEPCOAT paint system, the exact amount of this account funded by UTA will be determined and agreed to between UTA and Salt Lake City.

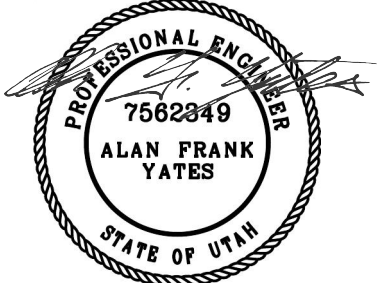
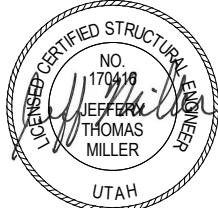
Needed Inspections:

Materials	Items	QC	QA (required for 10% of quality)	Structural Observations	Certifying Agency
Surface Preparation	Elevator Structural Steel	Complete	CMT	N/A	AMPP (SSPC and NACE)
	Truss structure	Contech	RS&H	N/A	AMPP (SSPC and NACE)
Paint System	Elevator Structural Steel	Complete	CMT	N/A	AMPP (SSPC and NACE)
Structural Steel	Field Welding Abutment Steel	Cripple Creek	CMT	Civil Science	AWS
	Elevator Structural Steel Welding	Complete	CMT	Reaveley	AWS
	Truss structure	Contech	RS&H	N/A	AWS
	High-strength bolts	Contech	RS&H	N/A	AISC
	Truss splice torque	Cripple Creek	CMT	Civil Science	AISC

The inspections shown in the table above are specifically related to the bridge structure and does not include electrical, mechanical, elevators, or other needed inspections. If there are other structure-related inspections that are needed (bearing pads have been mentioned), we will provide those inspectors to ensure adherence to the plans and specifications.

As you review this memo and the following attachments, please let me know if there are any questions or additional information you may need. If the proposed means, methods, and provisions outlined in this memo are acceptable to Salt Lake City, we would like to have Granite and their subcontractors proceed with scheduling the proposed tasks and resume work on the bridge structure as soon as possible.

## MEMORANDUM

To	Grey Turner, PE Utah Transit Authority Program Manager	 06/17/2022
From	AJ Yates, PE Civil Science Project Manager   Structures Design Lead	
cc	Jeff Miller, SE Reaveley Engineers Engineer of Record (Elevator Shafts)  Jerry Jensen, AIA FFKR Architects Architect of Record	 6/17/2022
Date	16 June 2022	
Subject	<a href="#">SLC_OP_1 – Structural Steel Material Substitution for the Elevator Shafts</a>	

This memo provides information and recommendations for Utah Transit Authority (UTA) and Salt Lake City's (SLC) consideration for accepting the structural steel as fabricated and erected on the 300 North Pedestrian Bridge (SLC\_OP\_1) project. The original design intent was to use weathering steel (ASTM A588 and ASTM A847) with a minimum yield strength (Fy) of 50 ksi. We understand the provided steel is non-weathering steel (ASTM A992 and ASTM A36) with a yield strength that meets or exceeds 50 ksi.

This memo also addresses selected items presented in the memorandum from Salt Lake City to UTA dated April 26, 2022 regarding "Processes & Products Required Before Salt Lake City Agrees to Assume Ownership of the 300 North Pedestrian Bridge (City Job #RDW 20038; UTA Job #SLC\_OP\_1)". In this document, SLC requests the "project consultant designer to resubmit new calculations for strength, properties, performance, and maintenance..." We provide the following items to be used for UTA's response.

The design team has reviewed the steel material certifications provided by the contractor. According to these documents, the wide flange sections conform to ASTM A992, and the steel plates conform to ASTM A36. Both materials meet the yield strength requirement of 50 ksi. While the ASTM A36 specification requires a minimum yield strength of 36 ksi, it is common for steel mills to produce A36 material with a yield strength that exceeds 50 ksi so that it can be supplied for multiple applications.

### Structural Calculations (Strength and Properties)

The specified strength and stiffness mechanical properties of the ASTM A588 weathering steel and the ASTM A992 wide flange sections are equivalent. The yield strength for both types of steel is 50 ksi and the modulus elasticity is 29,000 ksi. Thus, the difference in the ASTM steel type does not change the capacity or performance of the steel structure. The original design structural calculations are still valid and do not need to be changed as the calculations use the same material properties. The design calculations do not specify a specific ASTM, just a minimum yield strength (of 50 ksi).

### Structural Performance

The provided structural steel will perform in the same manner as the originally intended weathering steel. Both materials are widely used in structural systems found in similar applications. As previously

referenced, both materials meet the applicable code provisions and are expected to serve the intended purpose of supporting the structure.

### **Maintenance**

Weathering and painted steel both require owner maintenance, but there are different activities for that maintenance to be effective. Ultimately, the maintenance is intended to prolong the service life of the structure by protecting it against deterioration caused mainly by corrosion.

Weathering steel is an exposed material that should not be covered so that protective patina is not damaged. This patina is formed by steel oxidation and seals off the steel by just being exposed to the atmosphere. The patina gives weathering steel its distinctive appearance which starts off as a bright orange that transitions into a darker brown over time.

Painted steel is defined as having paint applied to steel, creating a protective layer from the elements. Typical practice is to provide a 3-part paint system, which consists of a primer coat followed by an intermediate coat and a final finish coat. Non-weathering steel does not form a protective patina as the oxidation process continues to penetrate the steel and eventually results in section loss. The paint system can be tinted to a wide variety of colors.

### Specific Maintenance Challenges

- Environmental
  - Weathering steel performs well to exposed atmosphere; however, exposure to de-icing salts accelerate the corrosion process and can destroy the protective patina. As such, snow removal activities should avoid the use of salt. Weathering steel also has the tendency to stain adjacent surfaces due to water run-off. This staining may need to be cleaned off the window systems or adjacent concrete surfaces every few years.
  - Painted steel also performs well to the exposed atmosphere if the paint system is intact. De-icing salts can be used around the structure
- Graffiti
  - Maintaining weathering steel against graffiti is difficult, time consuming, and costly. Anti-graffiti sealants should not be applied, and graffiti removal options are limited. One strategy for graffiti removal is sandblasting, which removes the surfaces of the steel and requires the patina formation process to start over. This creates a color variation that will take months to years to re-establish.
  - Painted steel can perform well against graffiti. Some paint systems counteract the adherence of spray paint. Painting over the graffiti is another option and has a relatively low maintenance effort.
- Reapplication of Coating
  - Weathering steel is a self-healing system. The material properties are constant throughout, and any exposed surface will oxide and form the patina.
  - Painted steel is expected to require one or more re-applications of paint over the life of the structure.

### **Site-Specific Items**

#### Priming Coat

Due to potential quality concerns, we understand the elevator shaft structural steel will be blast cleaned and the primer coat will be reapplied. To accommodate this, and to provide results conforming to the requirements determined by the Engineer of Record, we recommend the following before blasting and priming occurs.

We understand the top and bottom of the steel seal plates shown on Detail A1, Sheet SF501 terminate an inch or two short of the beams. Because of this, there is a gap at the top and bottom of the plates, and

they are not welded all around as noted in the detail. It is important that these plates be welded all around to seal off the space between the seal plates and the side flange columns. Our proposed repair method for this condition is to add another piece of 3/16-inch thick plate to close the existing gap and weld the new plates all around to the column flanges, beam flanges, continuity plates, and existing seal plates. The plate should be placed flush with the other seal plate and should not be placed on top of the current seal plate. The welds should be ground smooth as noted on Detail A1, Sheet SF501.

The clips at the interior corners of the continuity plates shown on Detail A2, Sheet SF212 also need to be closed to seal off the space between the inside of the seal plate and the column. An 1/8-inch thick steel plate should be placed on top of the continuity plates to fully cover the corner clips. The corner of the cover plate at the column fillet between the flange and web of the column should be fitted to the shape of the fillet. The cover plate should then be welded all around with an 1/8-inch fillet weld to fully seal around the plate. Alternatively, an 1/8-inch thick steel plate can be placed at the flange tips and edges of the continuity plates and welded all around with an 1/8-inch fillet weld to fully seal around the plate.

All welds at the seal plates and corner cover plates should be continuous without any gaps or voids so the space is fully sealed. It should be noted that although the primer coat behind the seal plates will not be corrected, the continuous welding will prevent air flow and moisture from contacting these surfaces and further degrading the integrity of the structural steel.

The priming and subsequent finish coats should be applied in conformance with upcoming project specification that is currently being developed. We understand that the contractor will be applying a 3-part paint system that is pre-qualified on the NEPCOAT Qualified Products List B. List B includes a zinc primer, epoxy or urethane intermediate coat, and aliphatic urethane topcoat. These pre-qualified paint systems meet UDOT's steel painting specification standards. We support using this type of system to meet the criteria set forth by UTA and SLC.

#### Demand Critical Welds

Any deficiencies in the demand critical welds, which are integral parts of the Seismic Force Resisting System, should be remediated. The following recommendations address potential or known deficiencies and should be performed after the current primer coat has been removed and before the reapplication is provided. The work should also be done prior to the previously mentioned seal plate corrections to provide access to the welds.

The backer bars should be removed from the beam bottom flange to column connections (refer to Note H.4, Sheet SE003). The backer bars need not be removed from the beam top flange to column connections or at the continuity plate to column connections provided that the backer bars are welded to the column flange with a continuous 5/16-inch fillet weld on the edge below the CJP groove weld for the entire length of the backer bar (refer to Note H.5, Sheet SE003). However, if these backer bars are allowed to remain, the welds need to be finished to look like permanent, finished welds. Non-finished tack welds should not be allowed to remain. The glass window system should also be verified to fit as the backer bars could present an obstruction (unless they were placed on the web side of the flange).

If any of the continuity plates are out of alignment with the beam flanges, they should be removed and properly placed. There is one known location (the farthest northwest column at the lowest beam connection). Each demand critical weld should be observed during the Structural Observations (see below).

Please feel free to provide these recommended actions to the contractor as part of the efforts to accept the steel material substitution.

### **Requested Items and Services**

We request the following items be provided to the Architect of Record (AOR) and Engineer of Record (EOR) for review:

- Selection of primers and topcoats, include the written verification of manufacturers' recommendations of shop primer and topcoat compatibility
- Reports and associated documentation from the special inspections – any non-compliant construction should be indicated so that a repair can be developed and implemented prior to re-application of the priming coat.
- Documentation of the certified survey (refer to Project Specification 051200, Paragraph 3.1 A.1.)

SLC has requested Structural Observations (refer to IBC 1704.6) to be performed by the EOR (Reaveley Engineers) as part of the building permit process. We agree that this would be a good opportunity to provide additional observation of the current work and aid in SLC's considerations of accepting the steel material substitution. The Structural Observations should take place prior to blasting the current steel and reapplication of the paint primer. Deficiencies, if any, will be identified and provided to UTA for consideration of remediation activities. Remediation activities should be done prior to the re-application of the paint primer to preserve its integrity.



## REQUEST FOR INFORMATION

Project Name: SLC – 300 N Pedestrian Bridge

Project Number: SLC\_OP\_1

**RFI #: 87.02**

DATE: 7/9/22

NO of Pages: 4

TITLE: Roof Decking Dimensions – 300 N

TO: **Grey Turner**

FROM: **Jessica Keane**

Utah Transit Authority

Granite Construction

669 W 200 S

1000 N. Warm Springs Rd.

Salt Lake City, UT 84101

Salt Lake City, UT 84116

Description of Request:

*FROM 3/21/2022:*

*The roof decking fabricator is requesting confirmation about the following dimensions:*

- 1. On E103 (approved structural steel shop drawing), framing is shown to extend 3'4" West beyond Grid Line 3 to center of beam. On SF103, it shows framing extending East of Grid Line 2 and before Grid Line 3, but does not provide a dimension where beam is to be placed East of Grid Line 2. Please confirm which drawing is accurate. If contract drawing SF103 is accurate, please provide dimension from Grid Line 2 to Center of Beam.*
- 2. E102 & E103 show a dimension from Grid Line 2 to 3 as 14'2", but SF103 shows 13'2". Please confirm which is correct.*

*Follow Up on 5/25/2022:*

- 1. Plan sheets A-112, A-202, A-301, and SF103 show differing upper roof dimensions.*
- 2. If upper roof was intended to have a shorter overhang beam length than the approved shop drawings, what is the actual dimension?*
- 3. Please provide desired beam length from gridline 2 to end of beam, as shown on sheet E103 in the shop drawings.*

Follow Up upon receipt of Addendum 5:

1. Addendum 5 has indicated the desired upper roof overhang length. As the upper roof framing was installed per the approved shop drawings, which included the overhang dimensions per verification from the design team (from shop drawing review dated 1/30/2022), the upper roof frame will need to be shortened.
2. Please provide welding instructions required to reassemble the upper roof overhang once the unwanted length is cut off. This work will need to be completed in the field.

**DUE DATE: JULY 15, 2022**

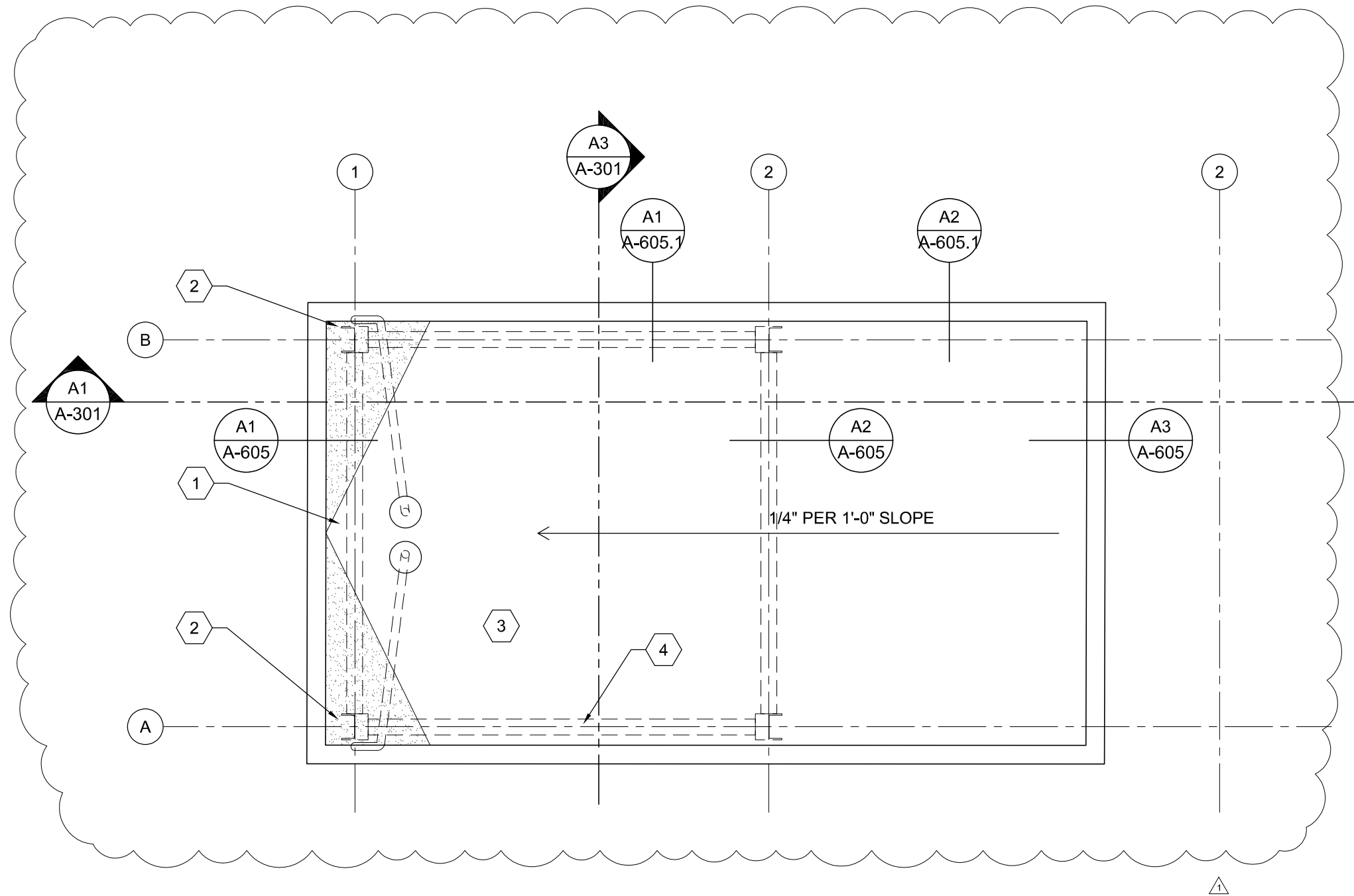
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Response Date:

Response:

REFERENCE NOTES

1. ROOF DRAINS RE: C3/A604 AND PLUMBING DWGS.
2. ROOF CRICKETS. SLOPE 1/4" PER 1'-0" MIN.
3. SINGLE PLY ROOF MEMBRANE
4. DASHED LINE DENOTES BUILDING WALLS BELOW



**A1** PEDESTRIAN BRIDGE WEST UPPER ROOF PLAN  
SCALE: 1/4" = 1'-0"

0	01/22/21	100% REVIEW SUBMITTAL
1	06/15/22	RFI 87 AND 98
REV	DATE	DESCRIPTION

Designed By  
JJ  
Drawn By  
JK  
Checked By  
JJ  
Approved By

**FFKR ARCHITECTS**

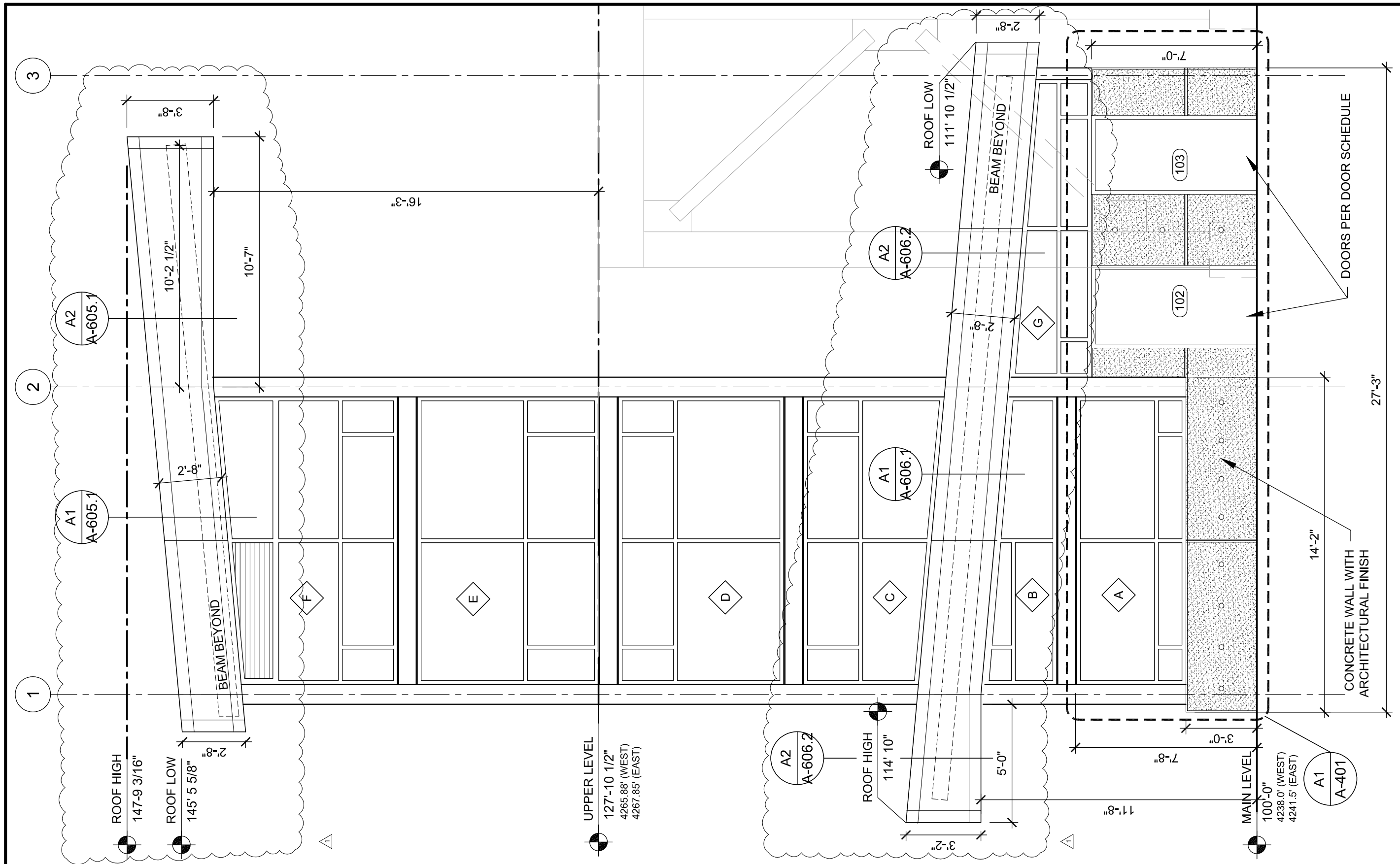
*James B. Lipse*



**WEST - UPPER ROOF PLAN**

SALT LAKE CITY  
SLC\_OP\_1  
300 NORTH PEDESTRIAN OVERPASS STRUCTURE  
OVER 500 WEST & UPRR/UTA LINES

CADD Filename	
UTA Contract No. 18-2399TP	
Drawing	Sheet No.
A-112	151



REV	DATE	DESCRIPTION
0	01/22/21	100% REVIEW SUBMITTAL
1	06/15/22	RFI 87 AND 98

Designed By	JJ
Drawn By	JK
Checked By	JJ
Approved By	

**FFKR ARCHITECTS**

*James B. Larsen*

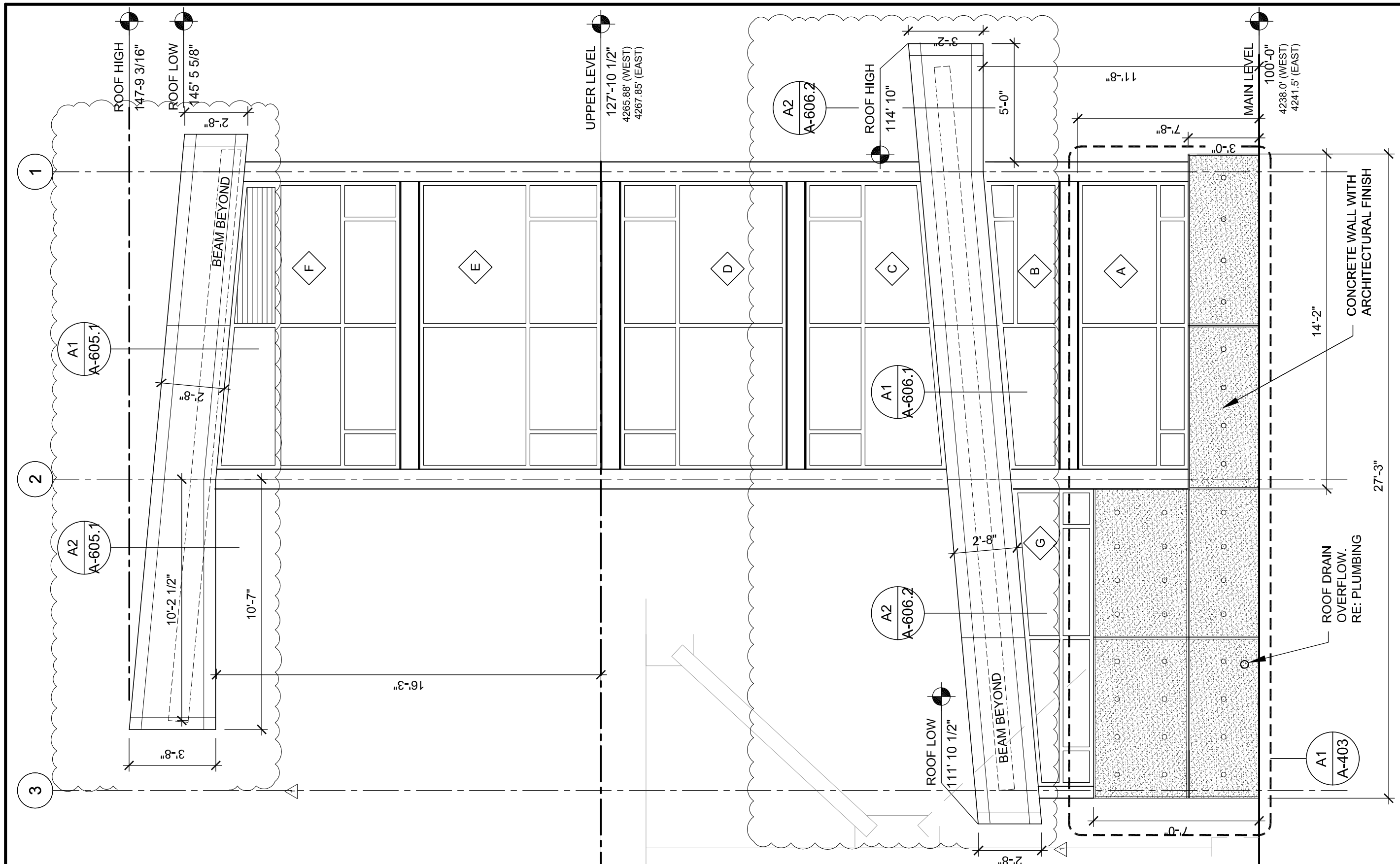


**EXTERIOR ELEVATION**

SALT LAKE CITY  
SLC\_OP\_1  
300 NORTH PEDESTRIAN OVERPASS STRUCTURE  
OVER 500 WEST & UPRR/UTA LINES

CADD Filename	
UTA Contract No. 18-2399TP	
Drawing	Sheet No. A-202

**A1** ELEVATOR ELEVATION  
SCALE: 1/4" = 1'-0"



**ELEVATOR ELEVATION**  
 SCALE: 1/4" = 1'-0"  
**A1**

REV	DATE	DESCRIPTION
0	01/22/21	100% REVIEW SUBMITTAL
1	06/15/22	RFI 87 AND 98
0	01/22/21	100% REVIEW SUBMITTAL

Designed By  
 JJ  
 Drawn By  
 JK  
 Checked By  
 JJ  
 Approved By

**FFKR ARCHITECTS**

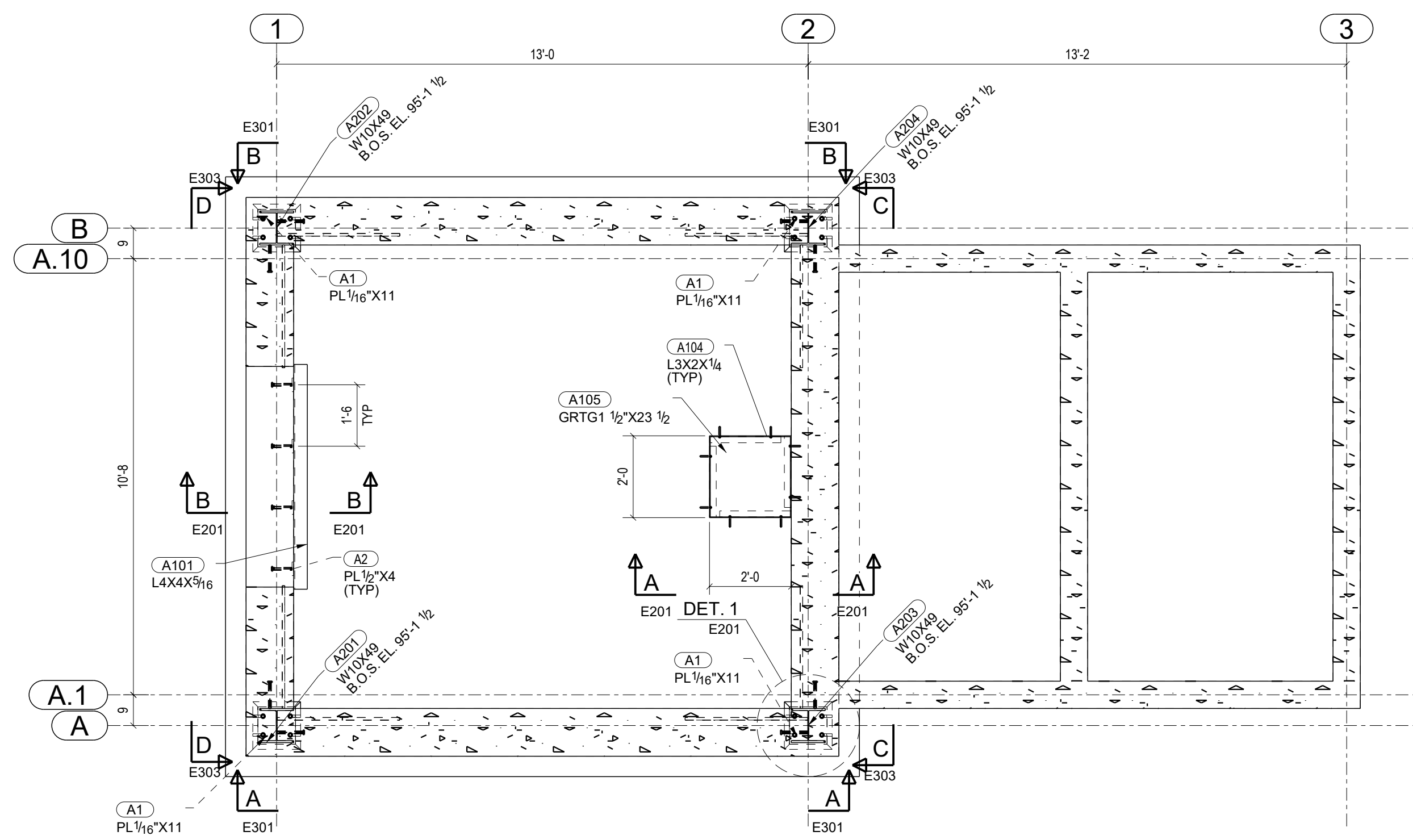
*James B. Lipse*

**UTA**

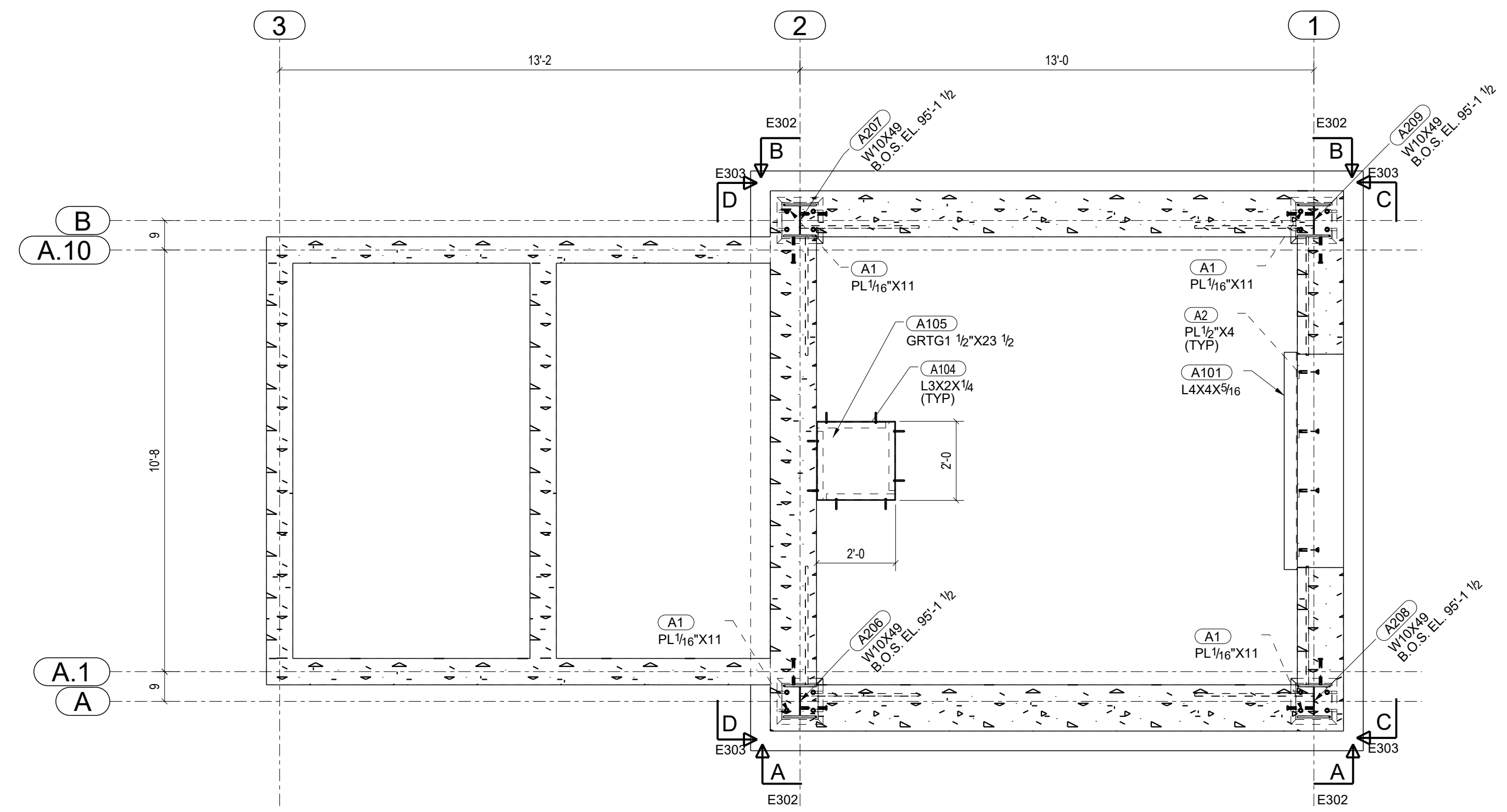
**EXTERIOR ELEVATION**

SALT LAKE CITY  
 SLC\_OP\_1  
 300 NORTH PEDESTRIAN OVERPASS STRUCTURE  
 OVER 500 WEST & UPRR/UTA LINES

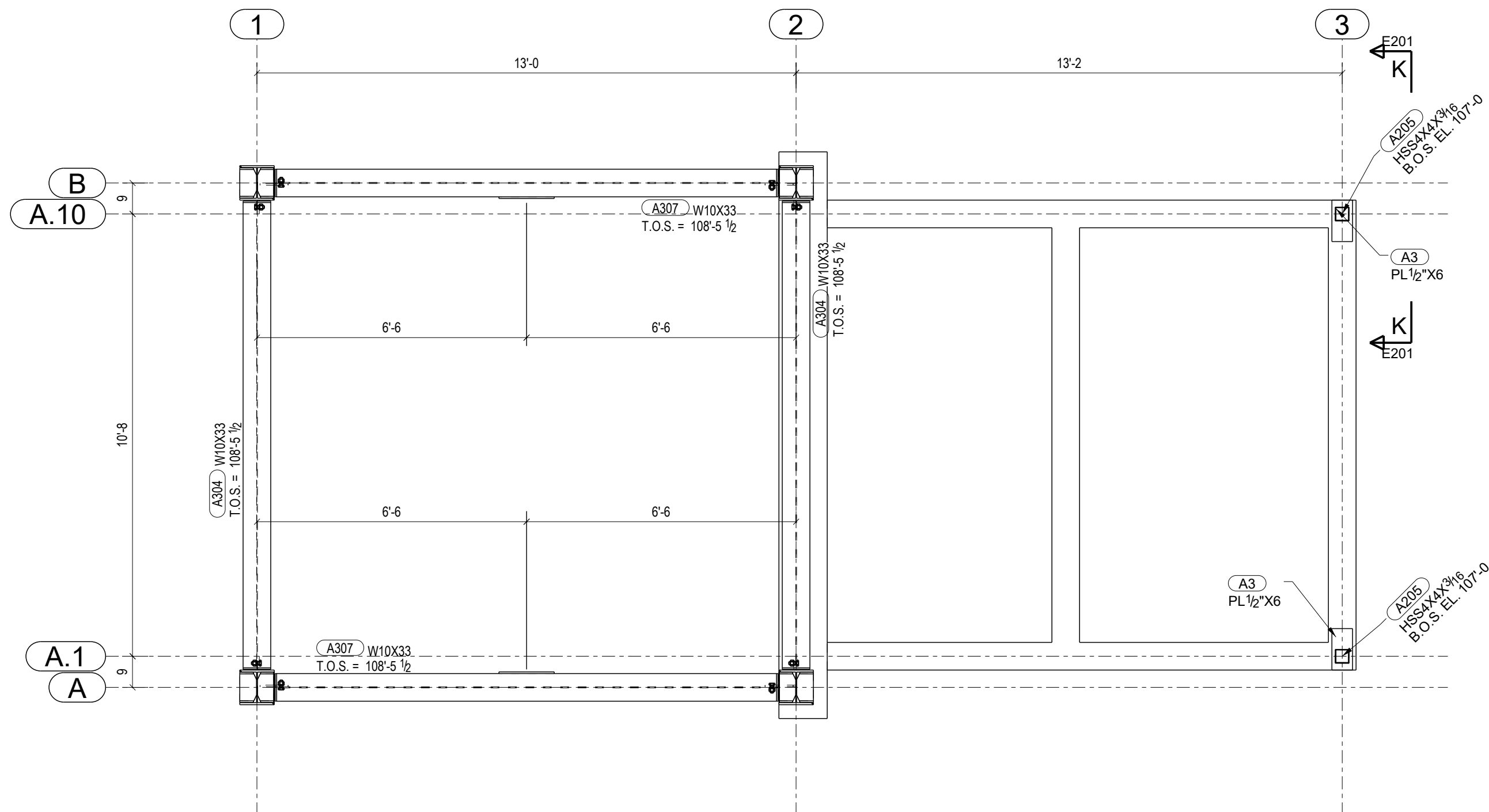
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Drawing	Sheet No.
A-204	



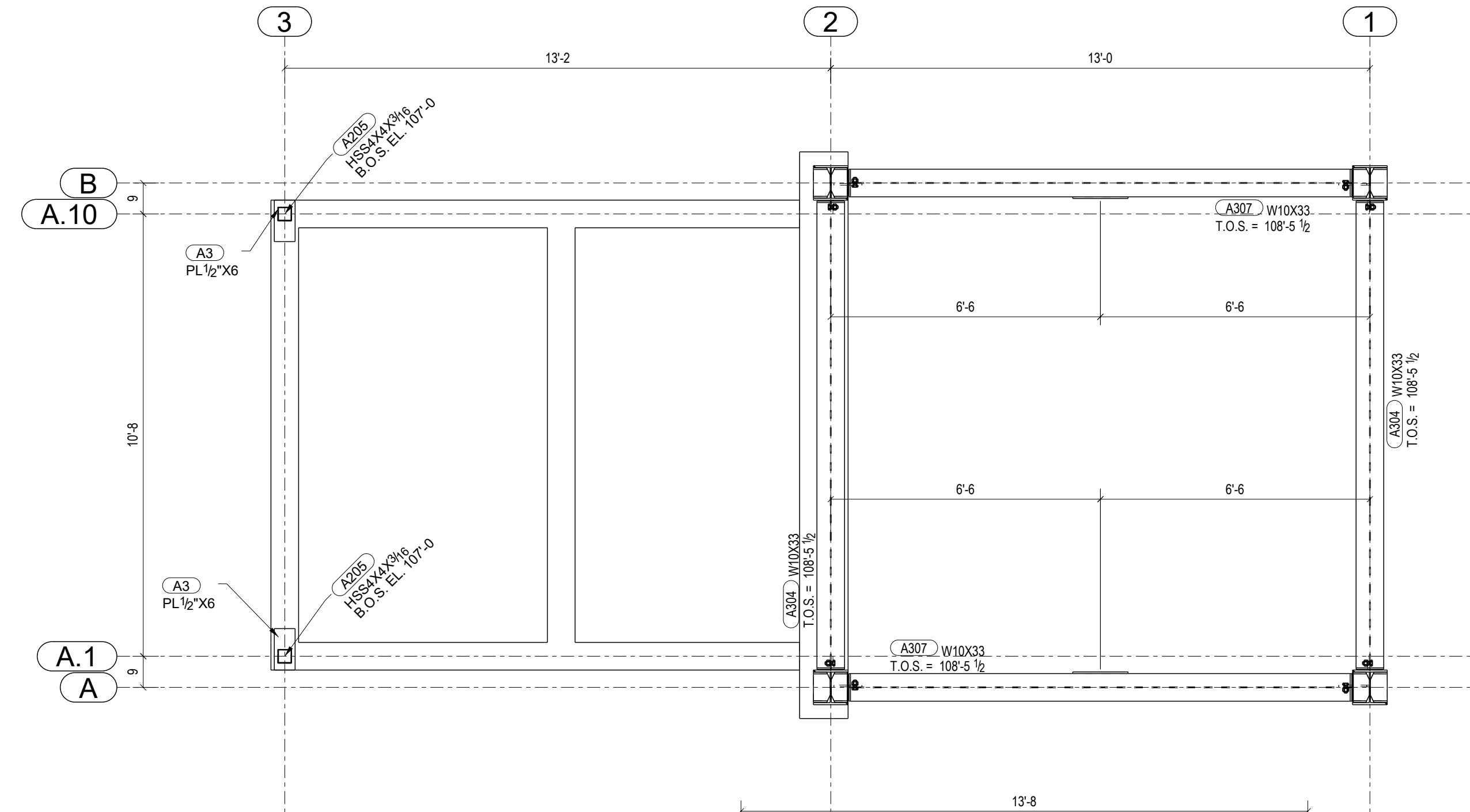
PLAN AT EL. 100'-0 WEST TOWER



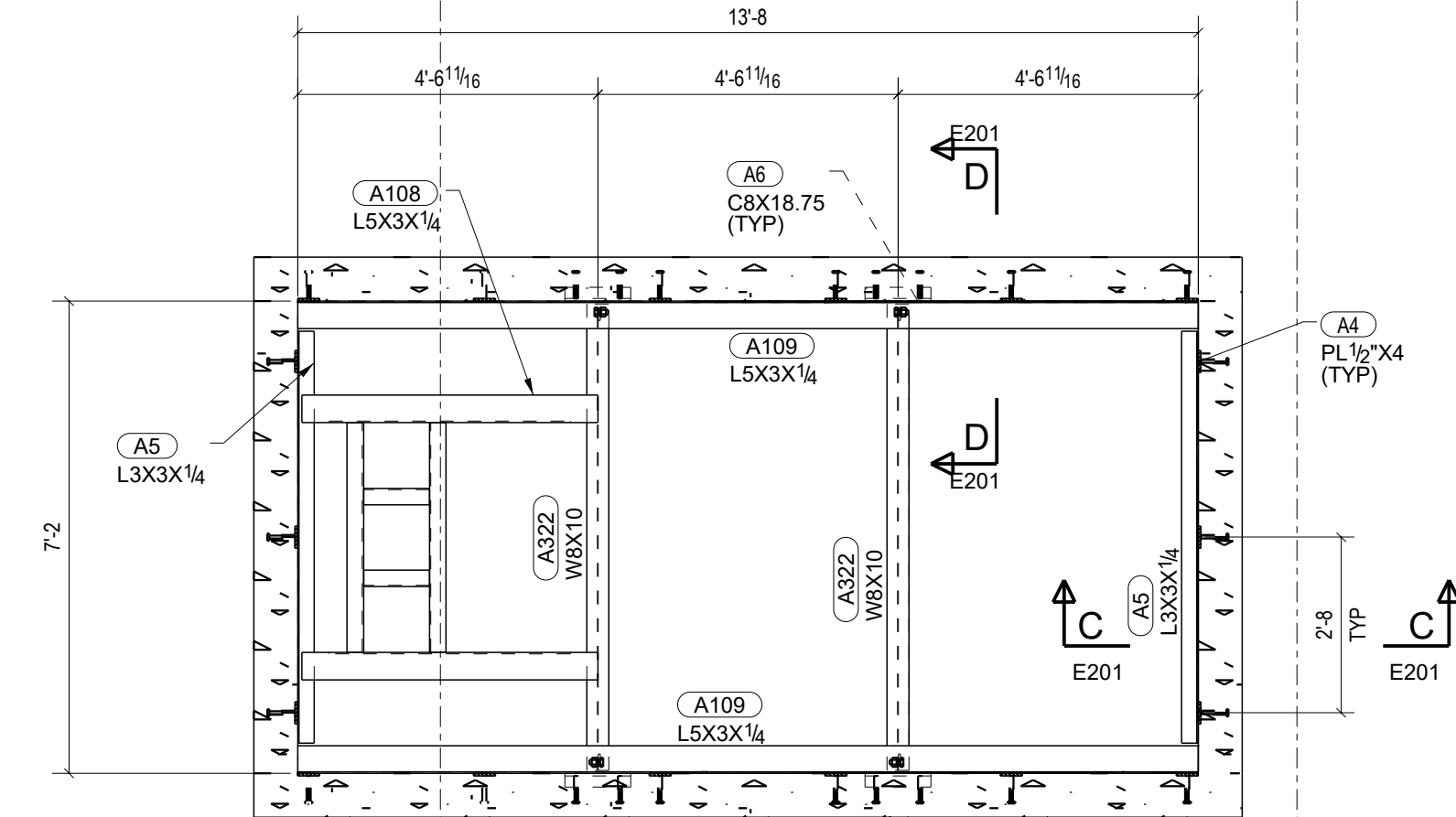
PLAN AT EL. 100'-0 EAST TOWER



PLAN AT EL. 108'-5 1/2 WEST TOWER



PLAN AT EL. 108'-5 1/2 EAST TOWER



Revised per mtg on: 2.14.22 FFKR jji 2.14.22

<input type="checkbox"/> NO EXCEPTIONS	<input type="checkbox"/> REVISE AND RESUBMIT	<input type="checkbox"/> REJECTED
<input checked="" type="checkbox"/> FURNISH AS CORRECTED	<input type="checkbox"/> SUBMIT SPECIFIED ITEM	<input type="checkbox"/> FFKR REVIEW NOT REQUIRED

This review is only for general conformance with the design concept and the information given in the Construction Documents. Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the plans and specifications and applicable laws, codes and regulations. Review of a specific item shall not include review of an assembly of which the item is a component. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. Coordinate the Work with that of all other trades and perform all Work in a safe and satisfactory manner.

Date: 01/31/2022  
 By: jjenzen1  
**FFKR ARCHITECTS**

**WORKING DRAWINGS REVIEW**

<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input checked="" type="checkbox"/> MAKE CORRECTIONS AS NOTED	<input type="checkbox"/> REVISE AND RESUBMIT	<input type="checkbox"/> REJECTED
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DATE: 01/30/2022  
 BY: AJ Yates  
 CIVIL SCIENCE

Considerations or comments made on the working drawings during review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents.

**SUBMITTAL REVIEW**

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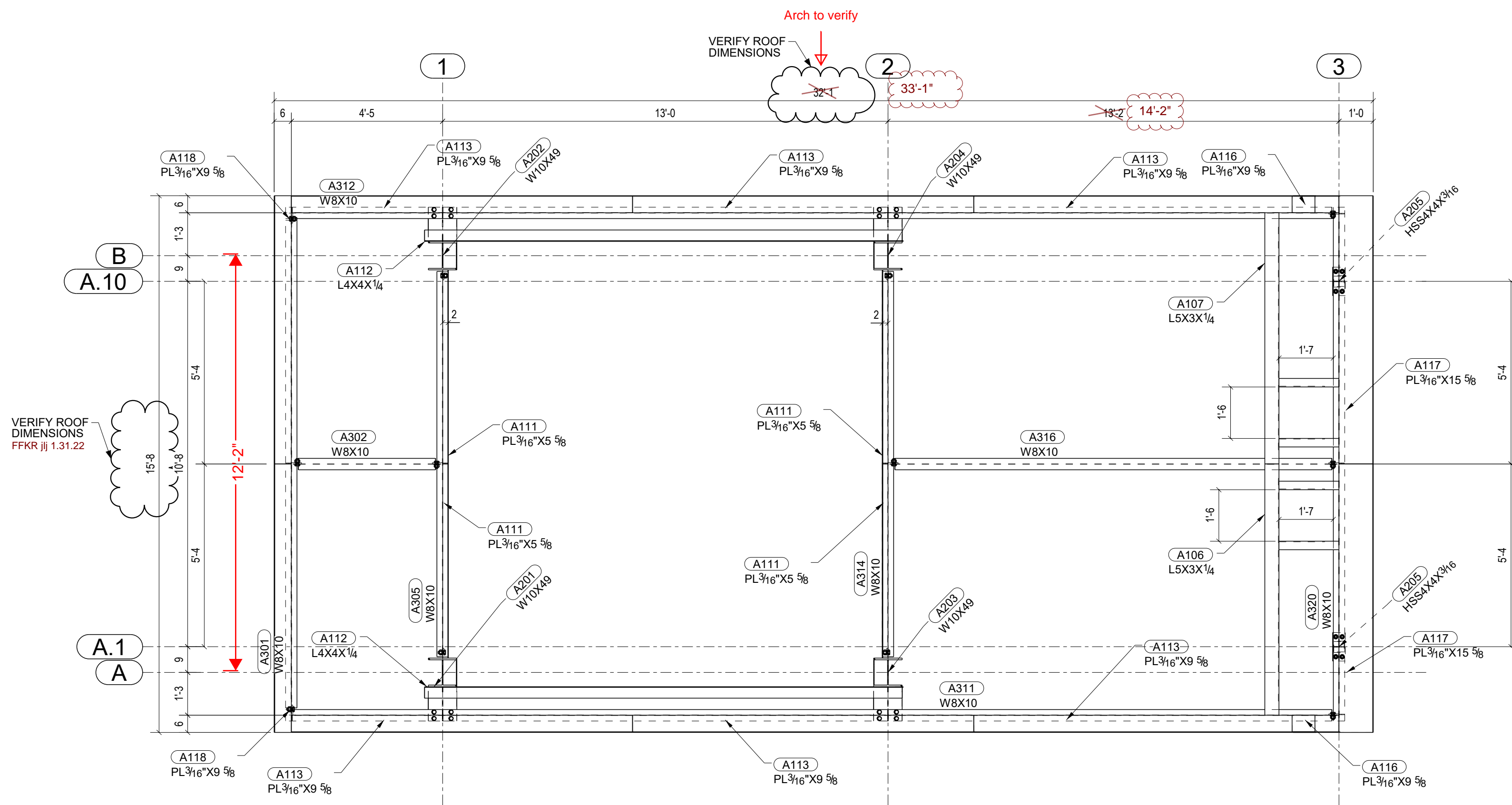
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 Date: 2022-01-28  
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10/22/2021		For Approval	JB

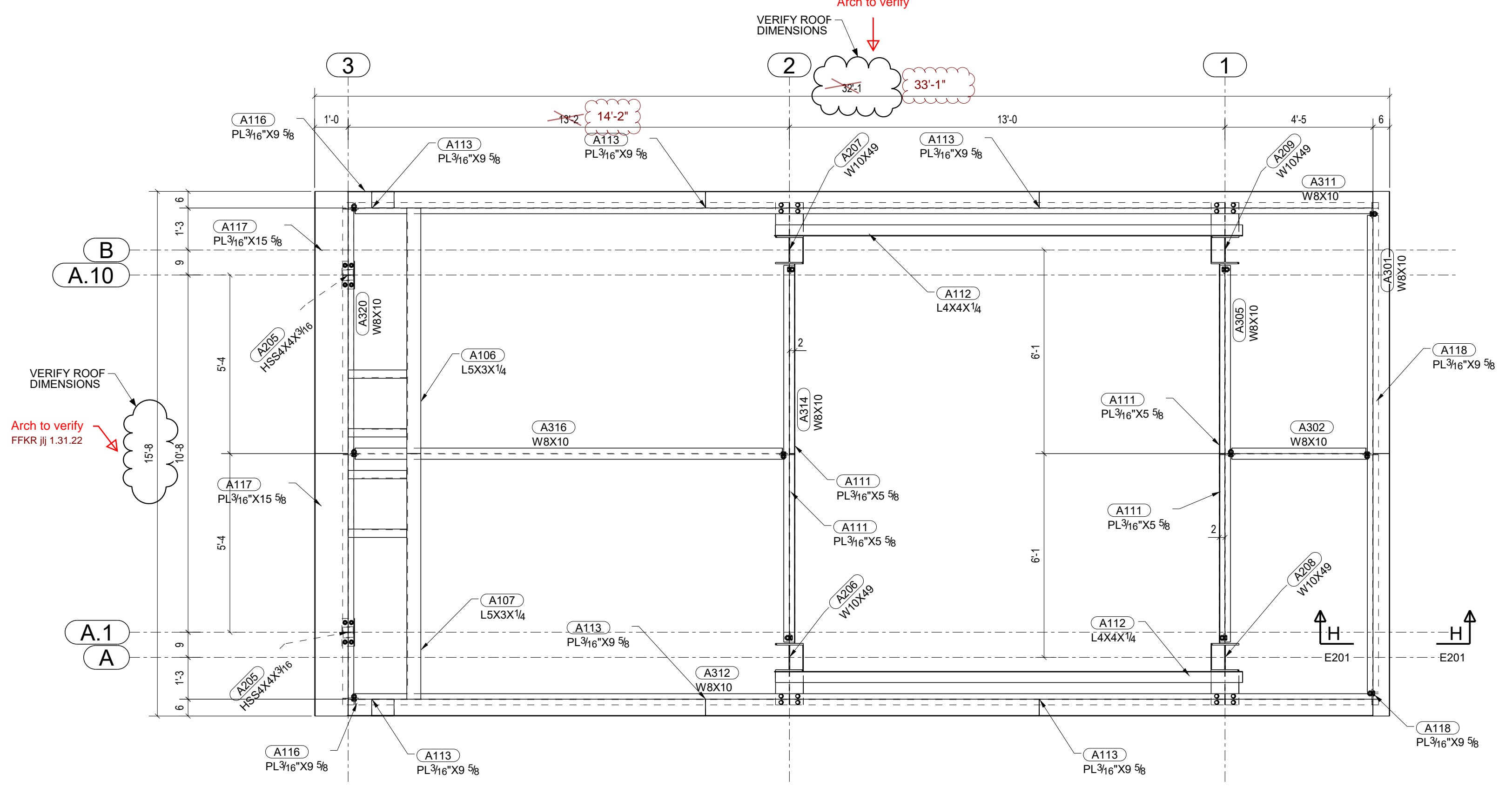
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WELDS	ASW		UNO	LOCATION
OPEN HOLES	13/16"		UNO	CONTRACTOR
BOLTS	A325N		UNO	ARCHITECT
PAINT	1-S/C PRIMER		UNO	FFKR ARCHITECTS

DESCRIPTION	DATE	JOB No.
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		DRG No. E101

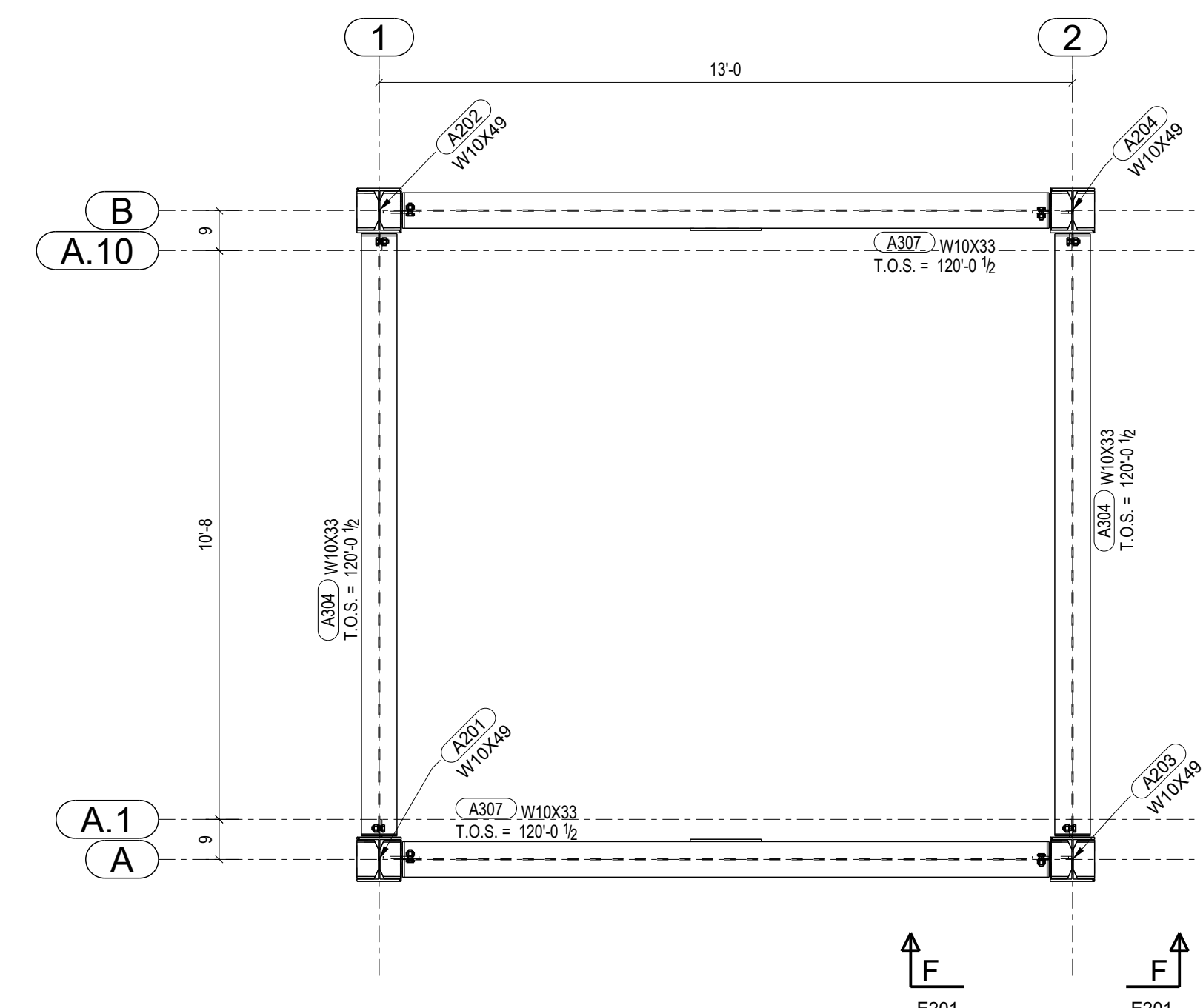
**W.O.I.**  
 Lindon, UT 84042  
 801-420-2546 www.woisteel.com



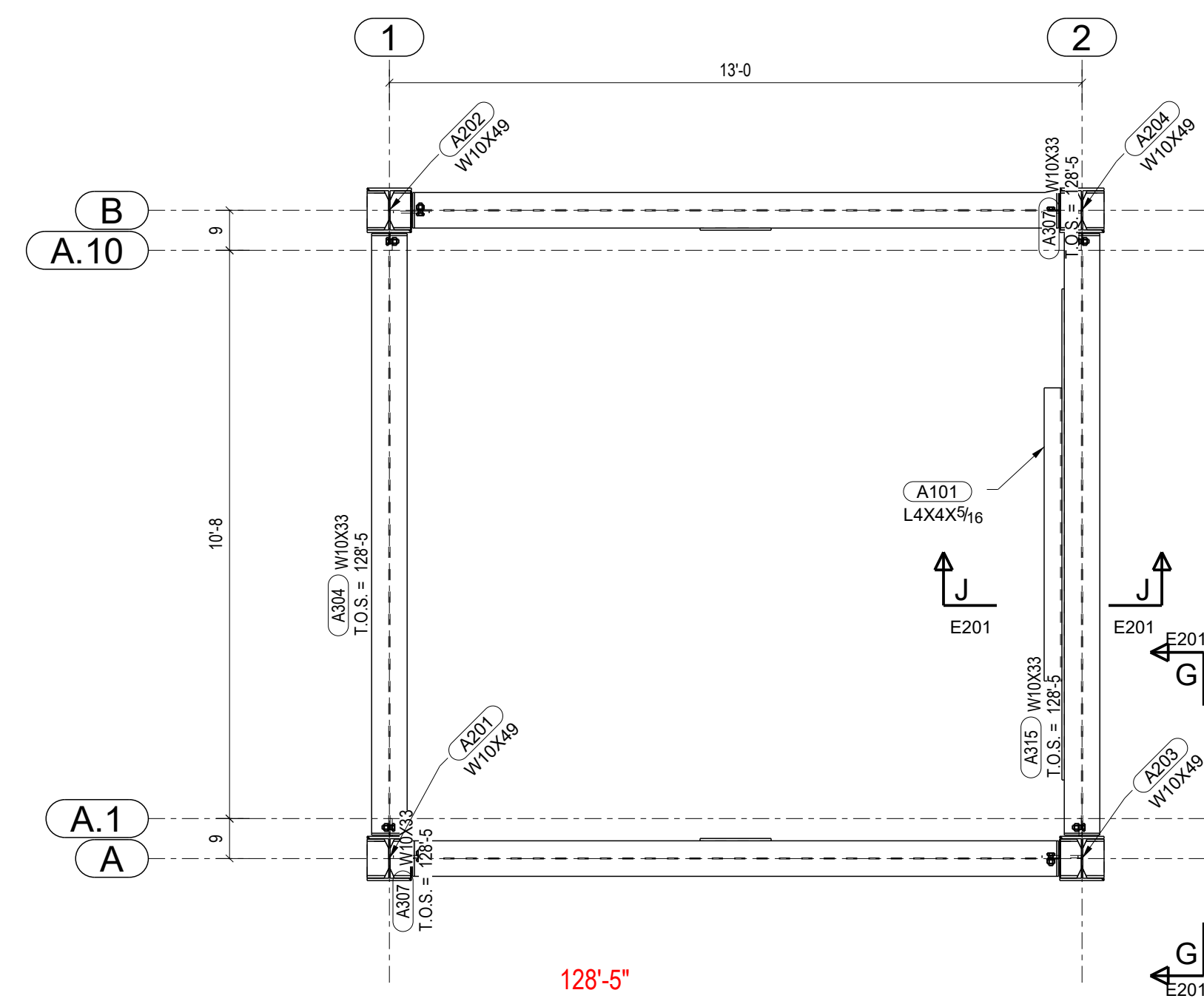
PLAN AT EL. 113'-11 WEST TOWER



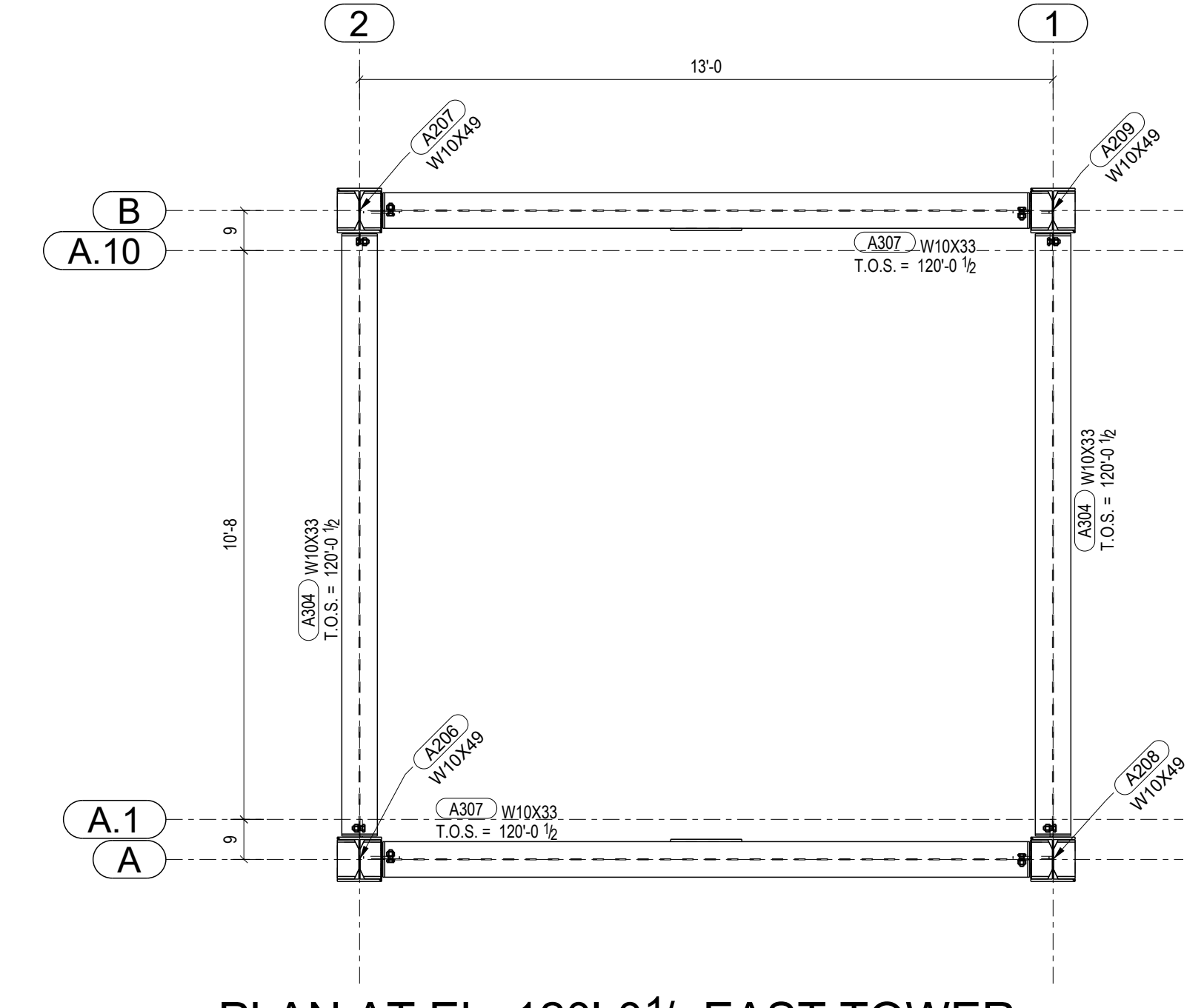
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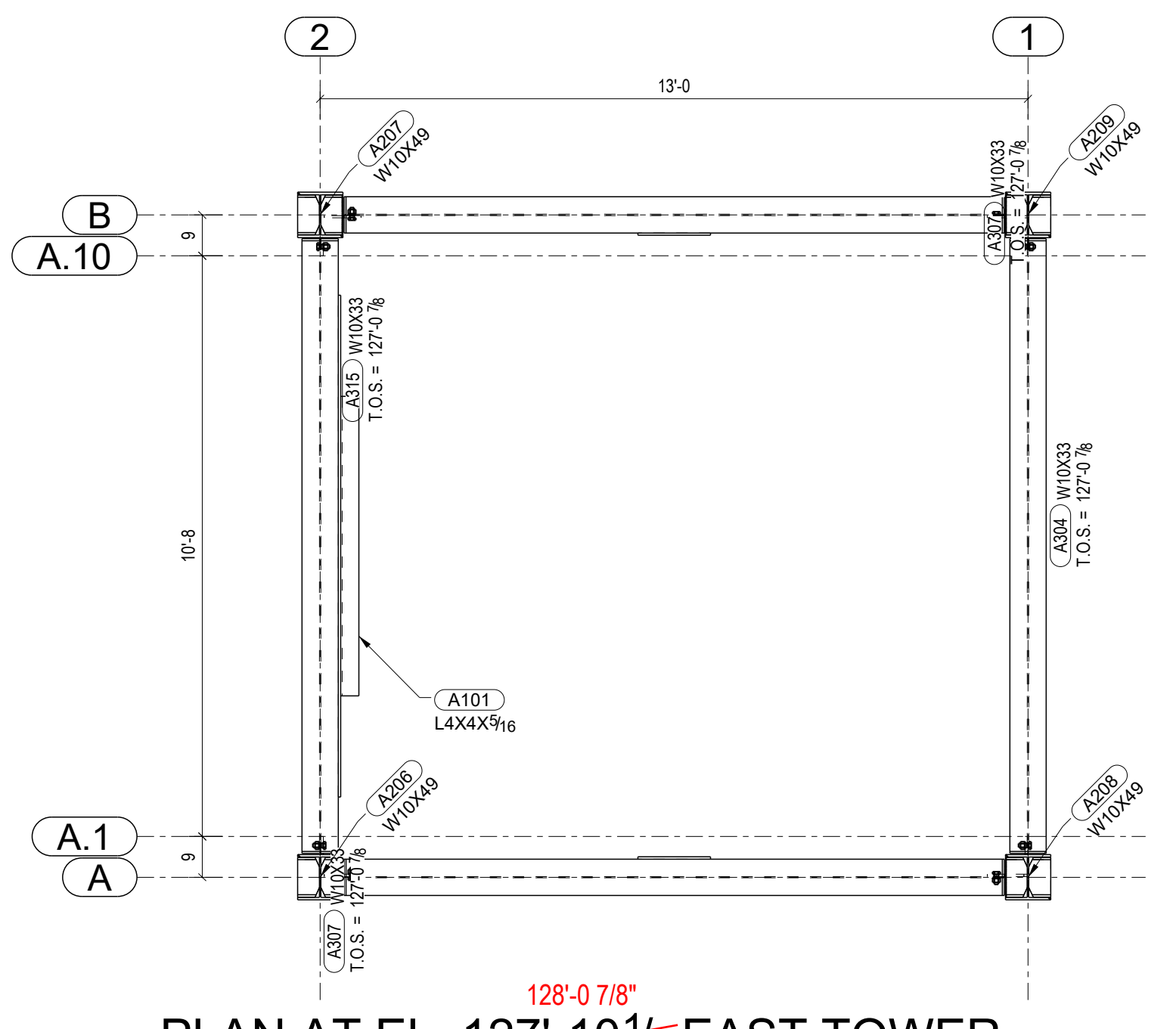
PLAN AT EL. 120'-0 1/2 WEST TOWER



PLAN AT EL. 127'-10 1/2 WEST TOWER



PLAN AT EL. 120'-0 1/2 EAST TOWER



PLAN AT EL. 127'-10 1/8 EAST TOWER

**WORKING DRAWINGS REVIEW**

NO EXCEPTIONS TAKEN  
 MAKE CORRECTIONS AS NOTED  
 REVISE AND RESUBMIT  
 REJECTED

**CIVIL SCIENCE**  
 DATE: 01/30/2022  
 BY: AJ Yates

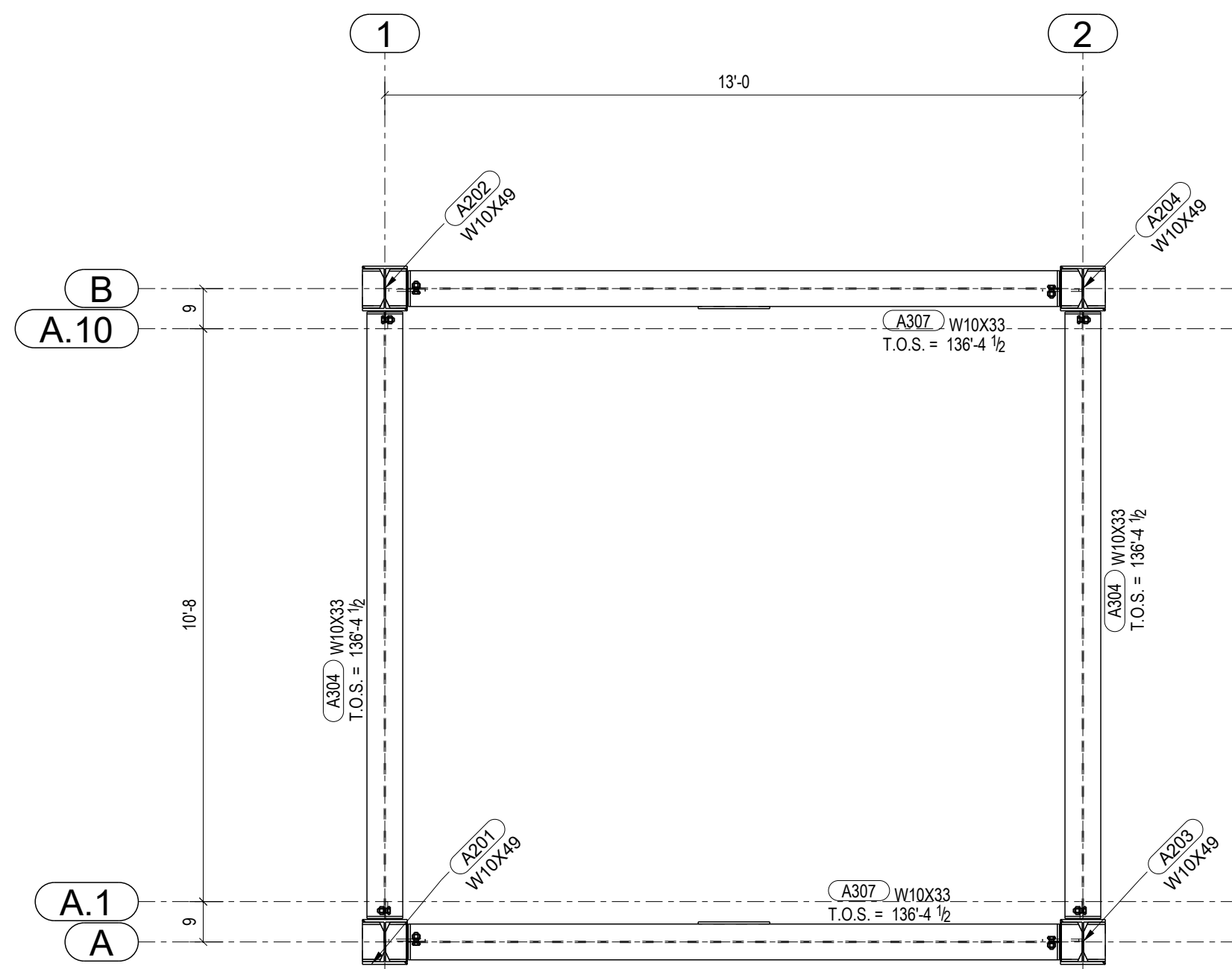
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10/22/2021		For Approval	JB

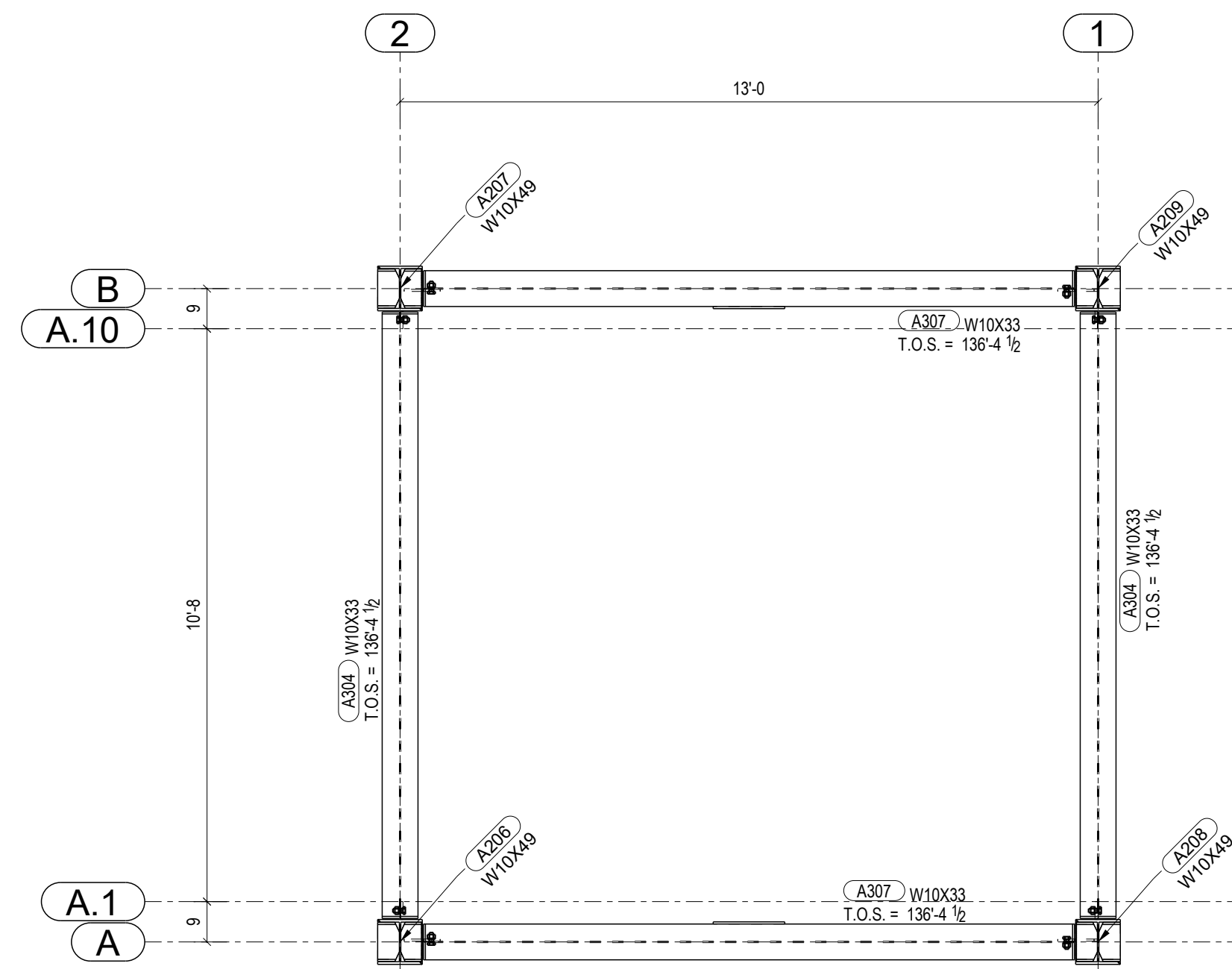
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ELECTRODES	E70-XX		UNO	UTA PEDESTRIAN ELEVATOR
WELDS	ASW		UNO	LOCATION
OPEN HOLES	13/16"		UNO	CONTRACTOR
BOLTS	A325N		UNO	ARCHITECT
PAINT	1-SIC PRIMER		UNO	

DESCRIPTION	DATE	JOB NO.
PLACEMENT PLAN	10/22/2021	UTA
		E102

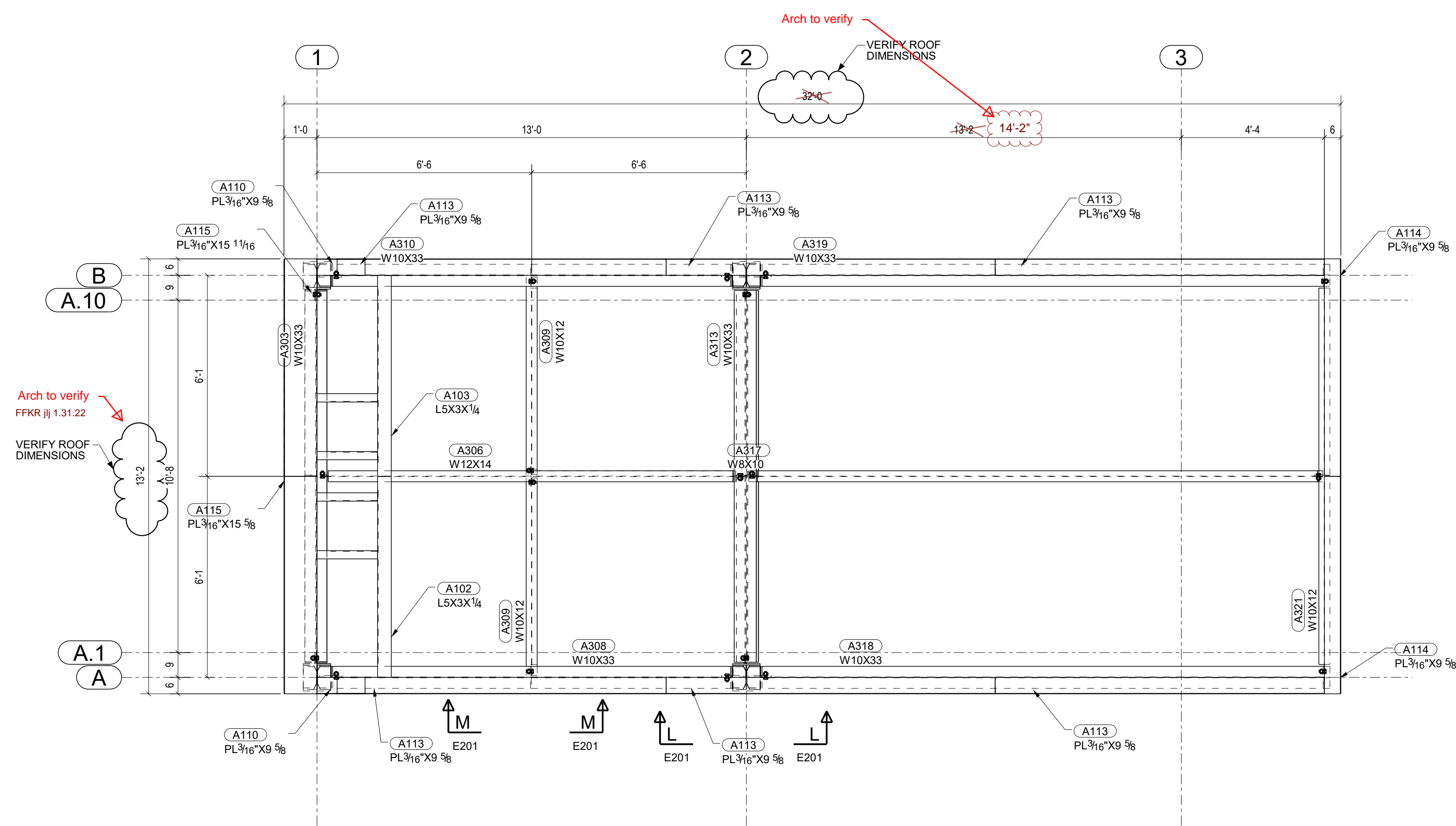
**W.O.I.**  
 Lindon, UT 84042  
 801-420-2546 www.woisteel.com



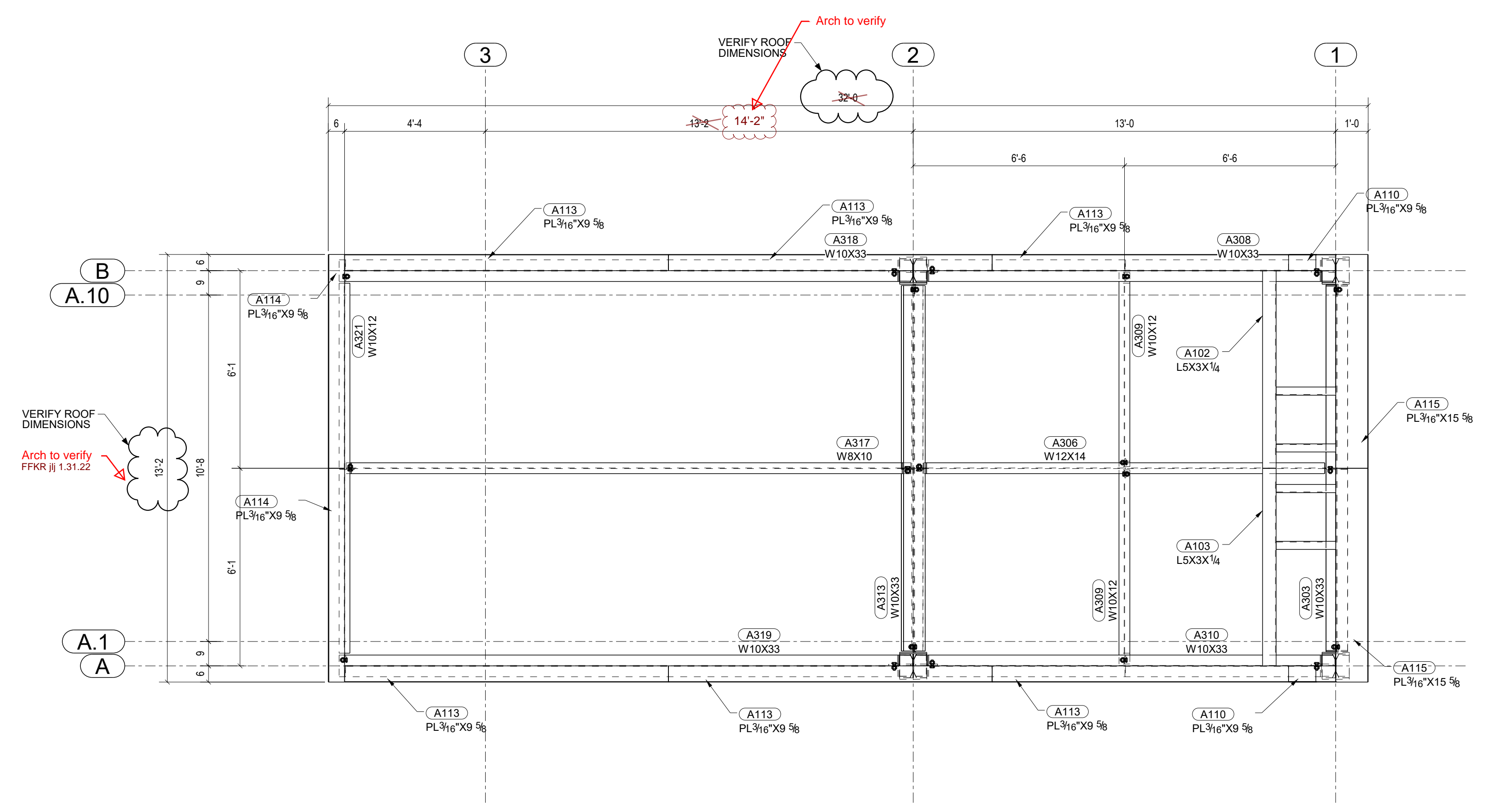
PLAN AT EL. 136'-4 1/2 WEST TOWER



PLAN AT EL. 136'-4 1/2 EAST TOWER



PLAN AT EL. 147'-10 WEST TOWER



PLAN AT EL. 147'-10 EAST TOWER

**WORKING DRAWINGS REVIEW**

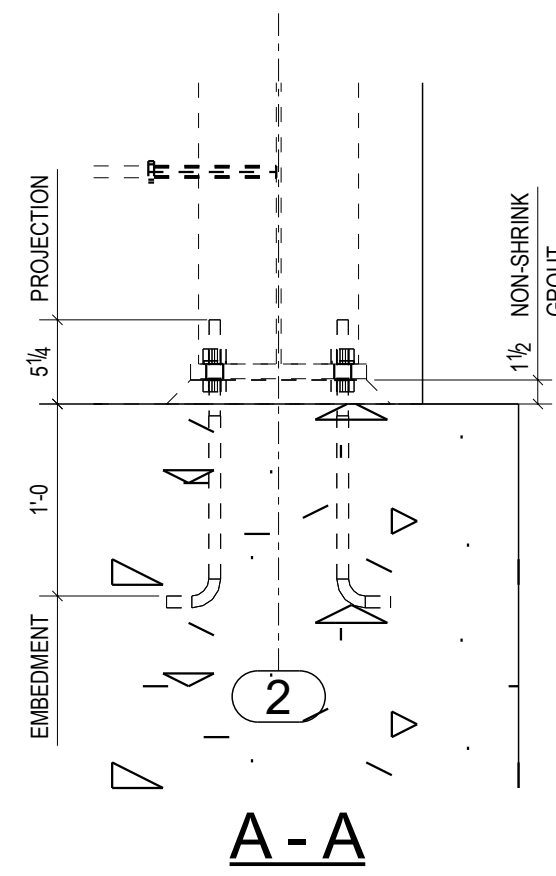
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<input type="checkbox"/> REVISE AND RESUBMIT	BY: AJ Yates
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Considerations or comments made on the working drawings during review do not release the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design content of the project and general compliance with the information given in the contract documents.

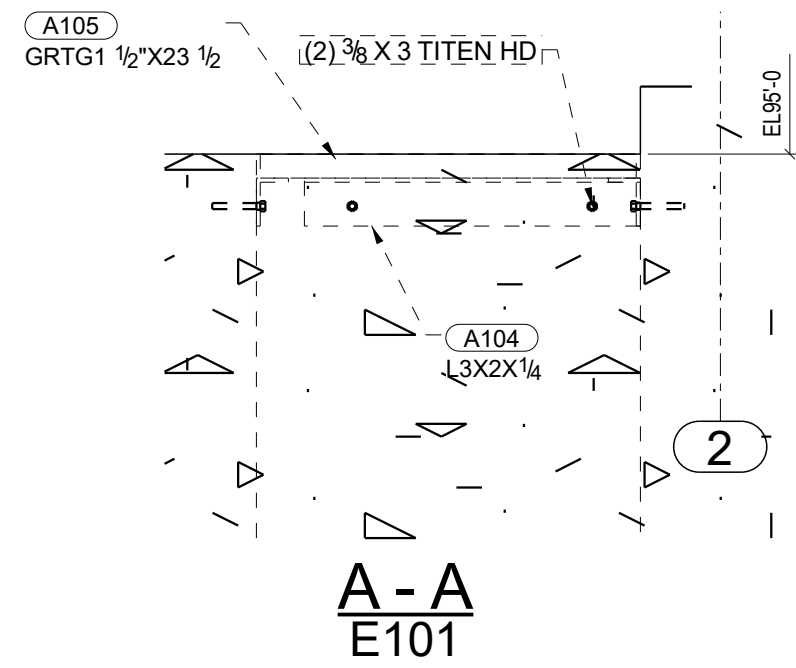
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10/22/2021	2	For Approval	JB

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ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

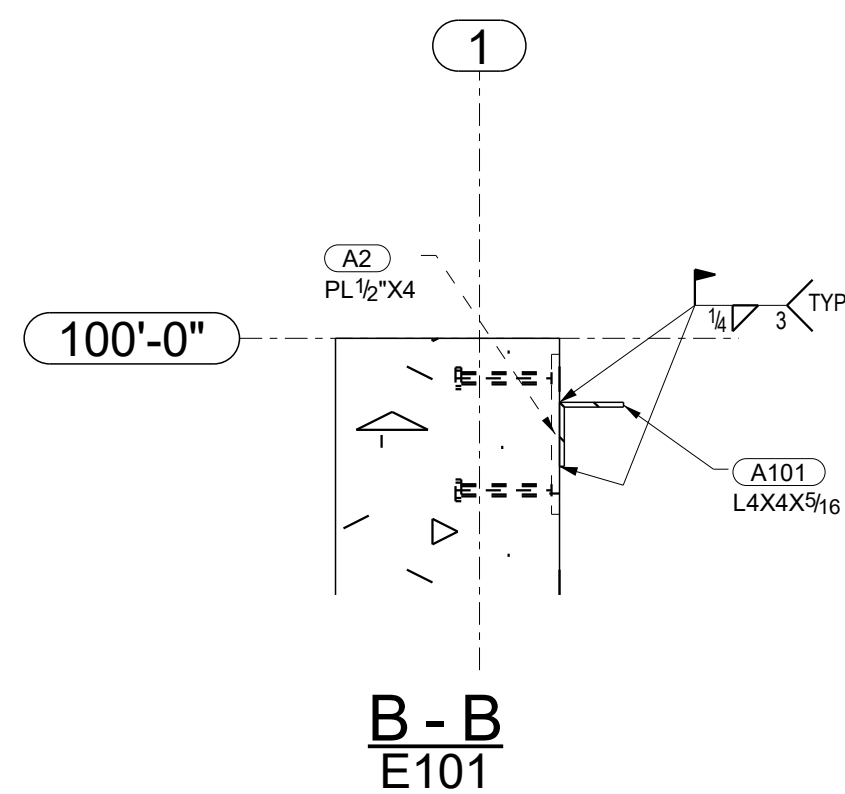
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DESCRIPTION			PLACEMENT PLAN		



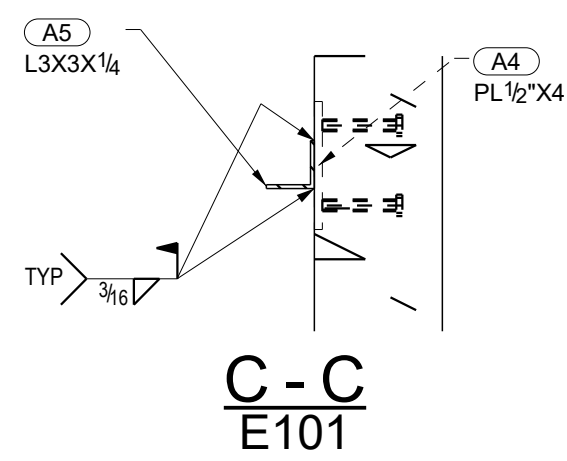
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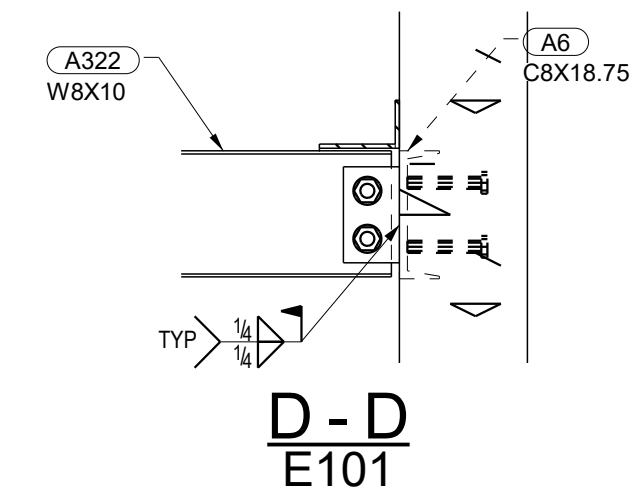
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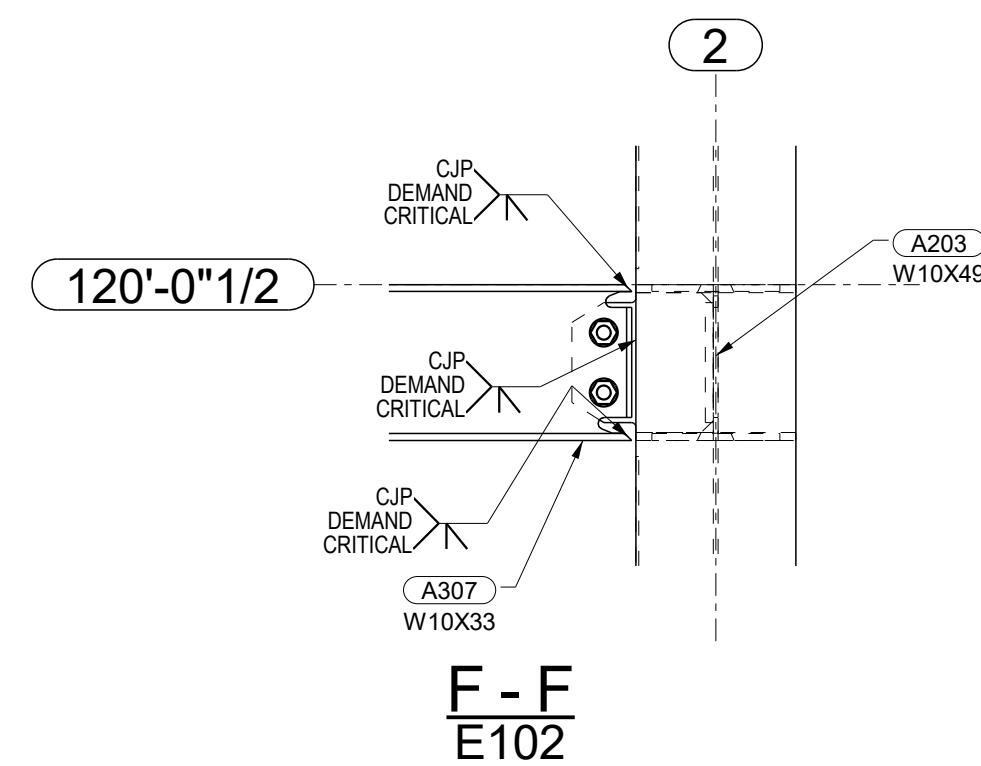
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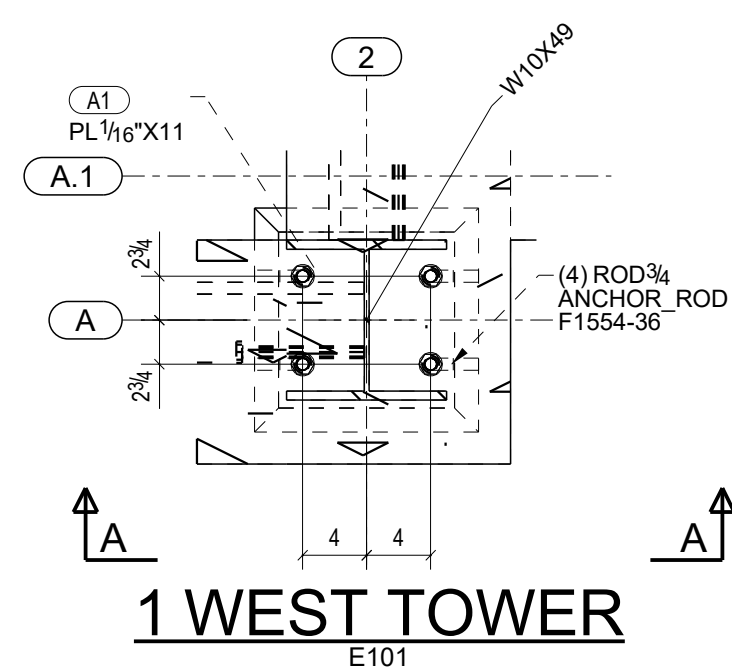
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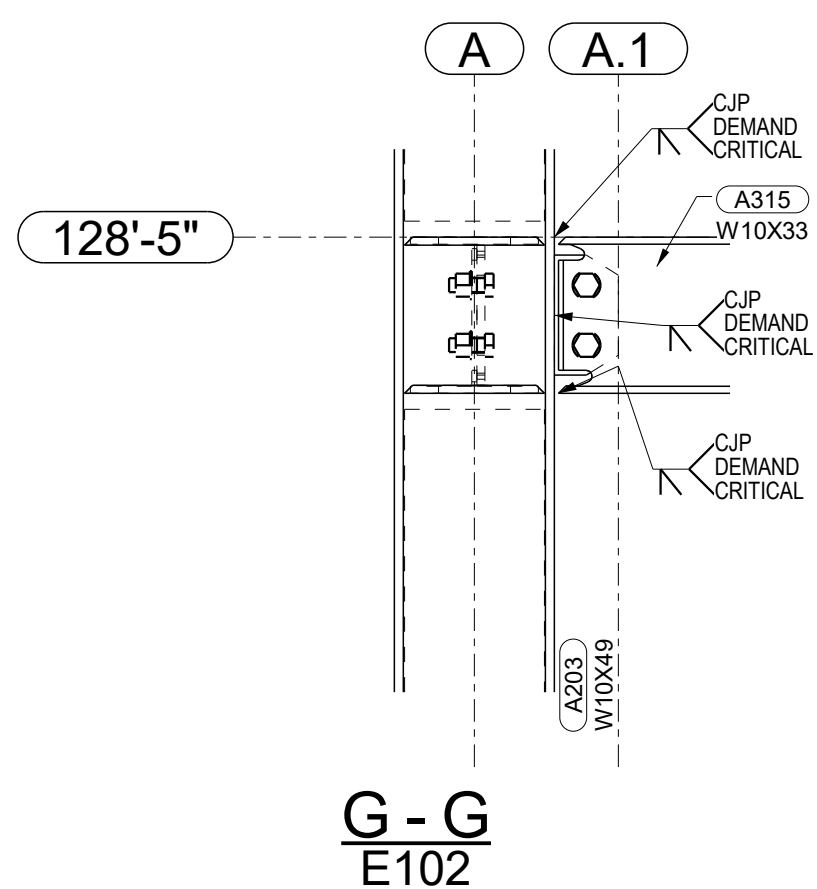
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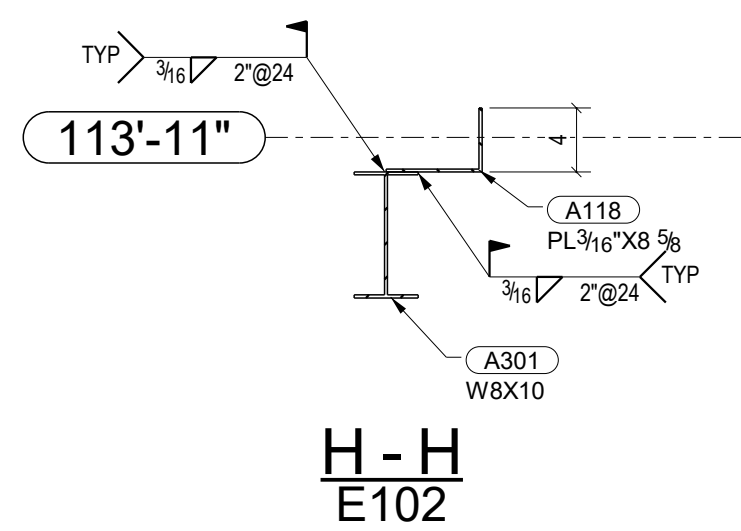
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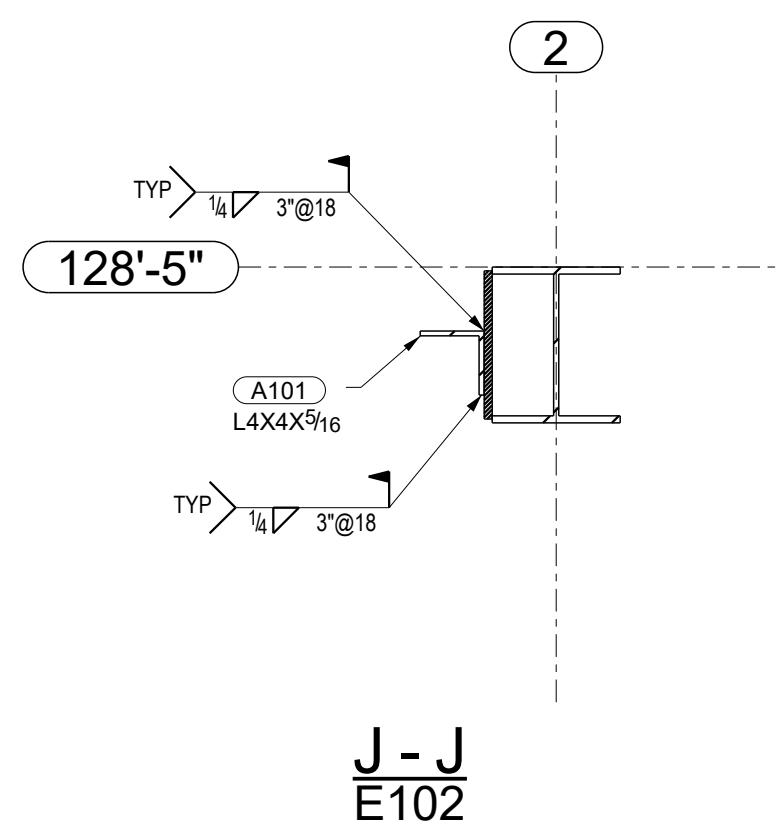
1 WEST TOWER  
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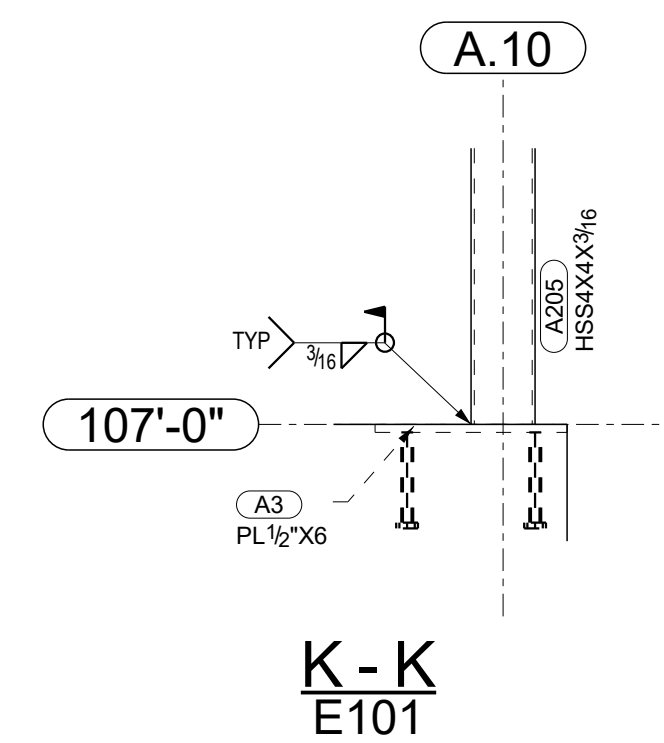
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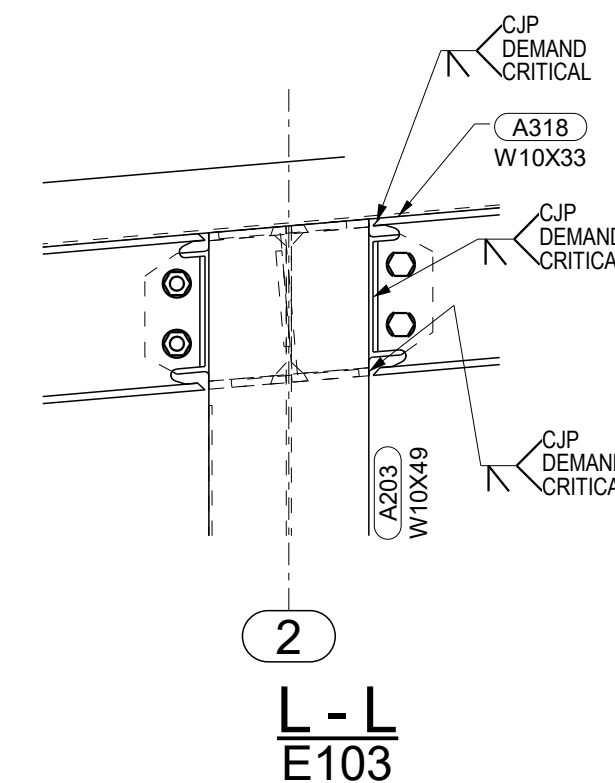
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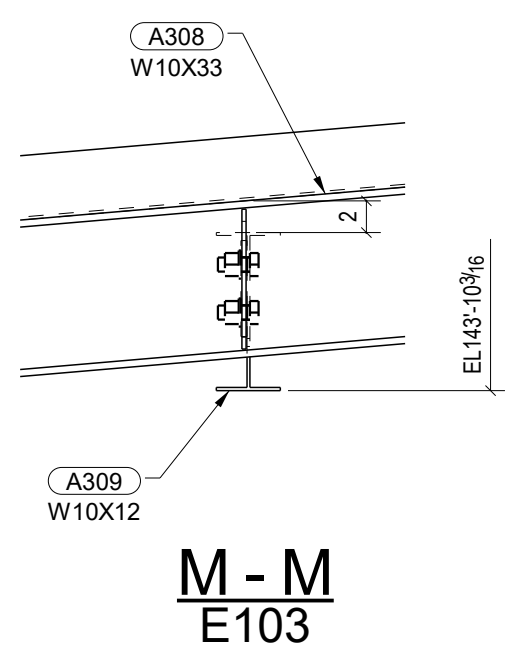
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K-K  
E101



L-L  
E103



M-M  
E103

**WORKING DRAWINGS REVIEW**

NO EXCEPTIONS TAKEN      **CIVIL SCIENCE**

MAKE CORRECTIONS AS NOTED      DATE: 01/30/2022

REVISE AND RESUBMIT      BY: AJ Yates

REJECTED

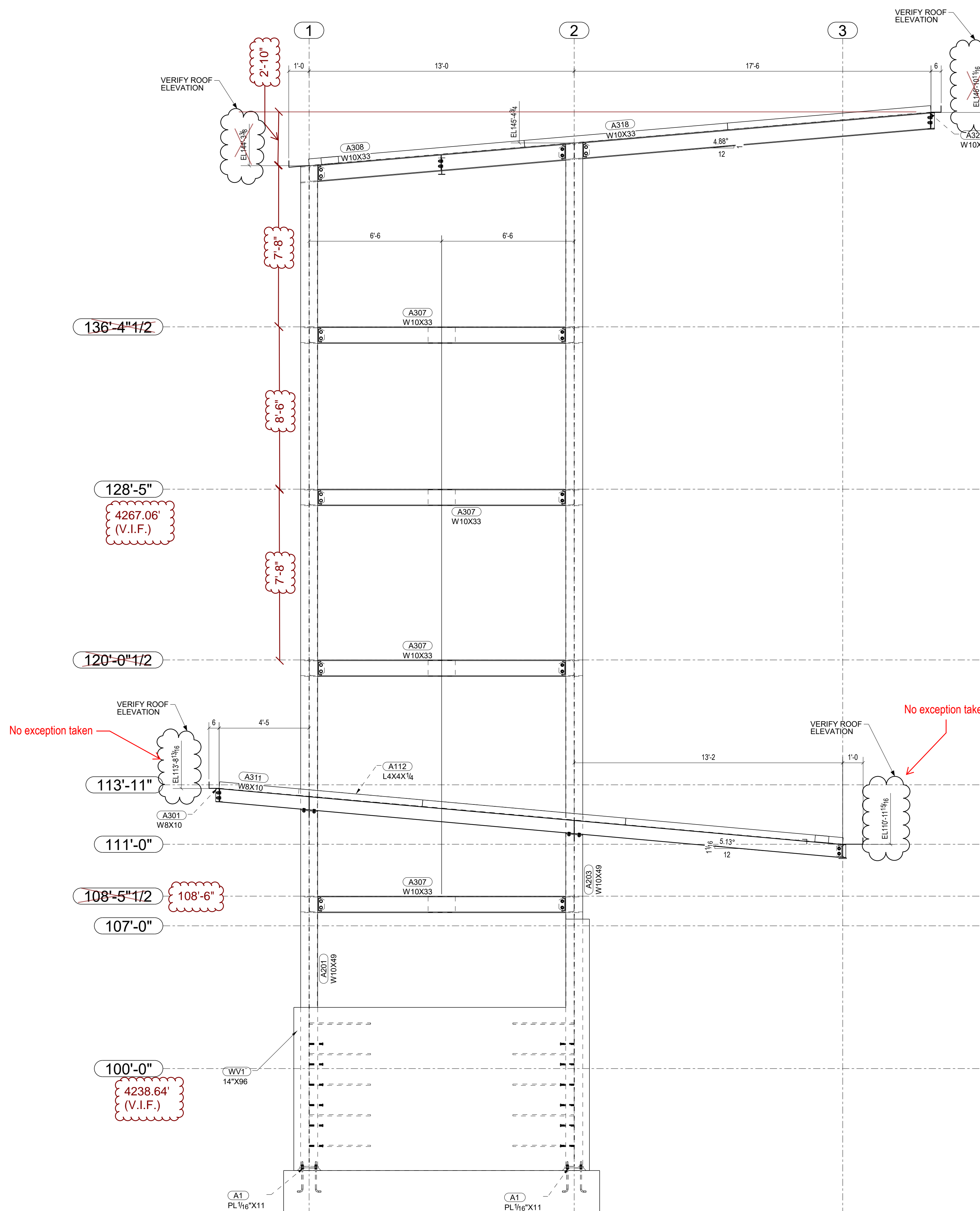
Comments or corrections made on the working drawings during review do not release the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformances with the design concept of the project and general compliance with the information given in the contract documents.

DATE	NO	DESCRIPTION	BY
01/17/2022	1	For Re-Approval	JB
10/22/2021	2	For Approval	JB

STEEL/ASTM	SEE SPEC	UNO	PROJECT NAME
ELECTRODES	E70-XX	UNO	UTA PEDESTRIAN ELEVATOR
WELDS	ASW	UNO	LOCATION
OPEN HOLES	13/16"	UNO	300 N 500 W SLC, UTAH
BOLTS	A325N	UNO	CONTRACTOR
PAINT	1-SIC PRIMER	UNO	ARCHITECT
			FFKR ARCHITECTS

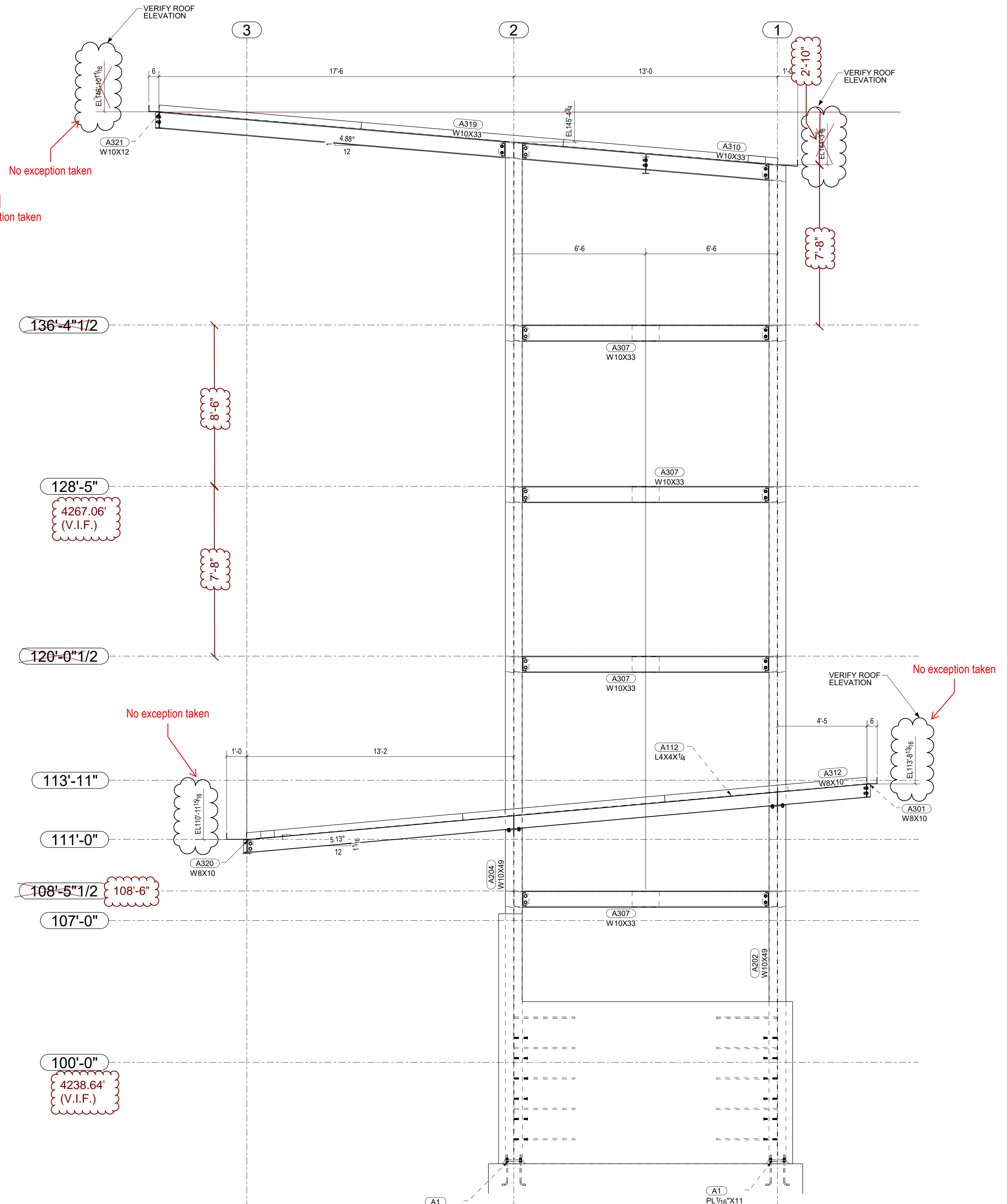
DESCRIPTION	DATE	JOB No.
SECTIONS	10/22/2021	UTA
	DRAWN BY	CRG No.
		E201

**W.O.I.**  
Lindon, UT 84042  
801-420-2546 www.woisteel.com



A - A  
E101

WEST TOWER



B - B  
E101

**WORKING DRAWINGS REVIEW**

<input type="checkbox"/> NO EXCEPTIONS TAKEN	CIVIL SCIENCE
<input checked="" type="checkbox"/> MAKE CORRECTIONS AS NOTED	DATE: 01/30/2022
<input type="checkbox"/> REVISE AND RESUBMIT	BY: ALY/MS
<input type="checkbox"/> REJECTED	

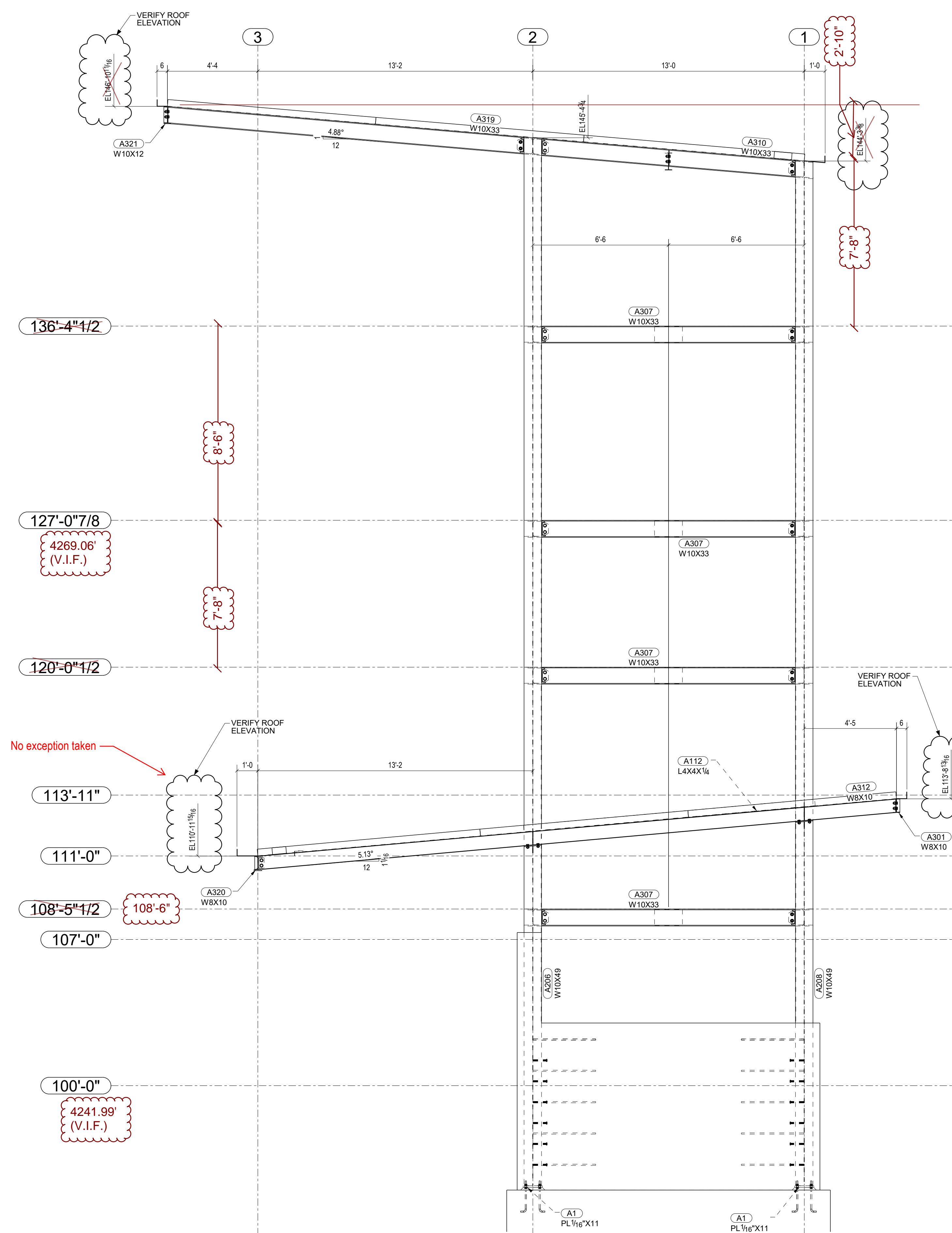
Corrections or comments made on the working drawings during review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in this contract document.

DATE	NO.	DESCRIPTION	BY
01/17/2022	1	For Rb-Approval	JB
10/22/2021	2	For Approval	JB

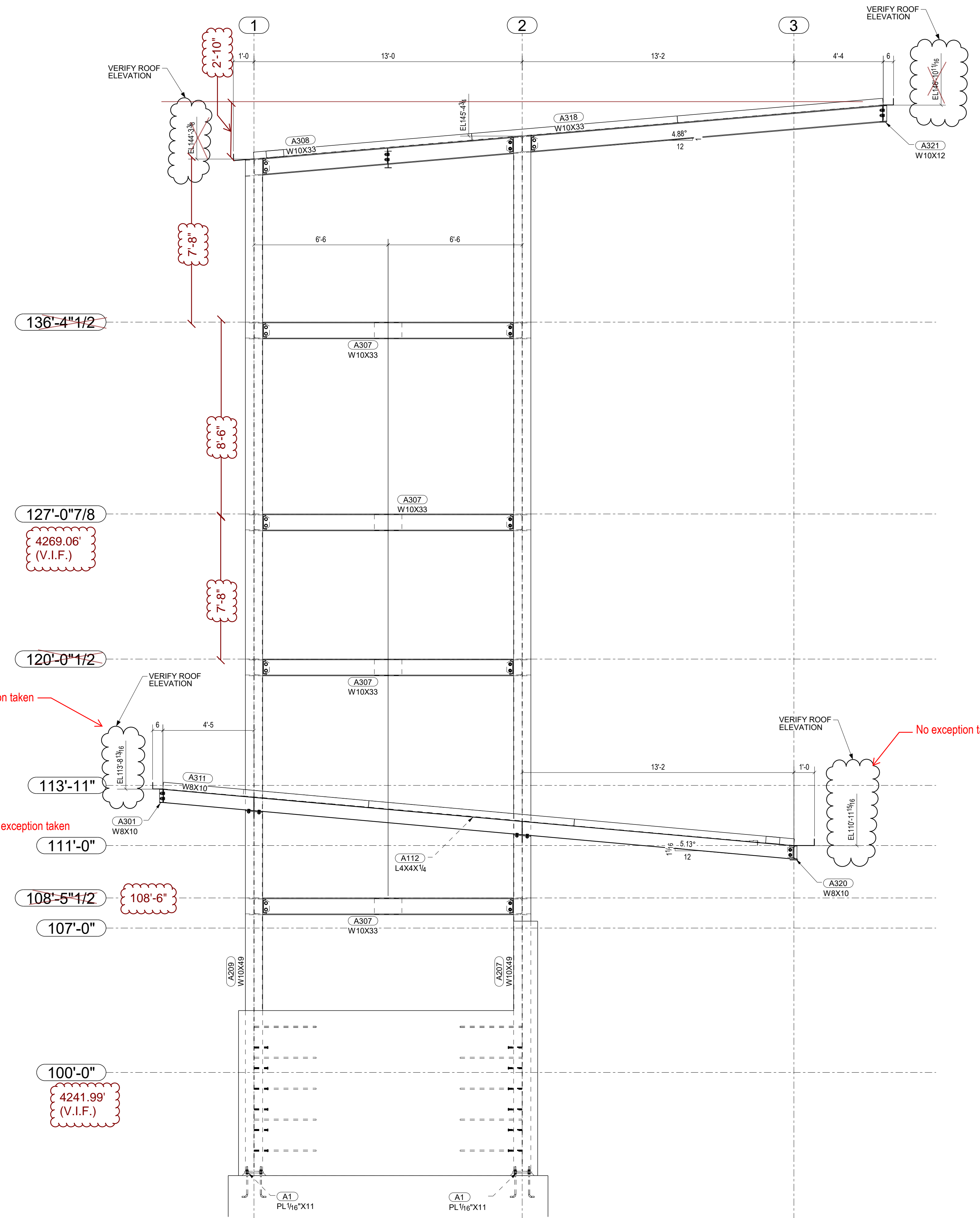
STEEL	SEE SPEC	UNO	PROJECT NAME
ELECTRODES	E70-XX	UNO <td>UTA PEDESTRIAN ELEVATOR</td>	UTA PEDESTRIAN ELEVATOR
WELDS	ASW	UNO <td>LOCATION</td>	LOCATION
		UNO <td>300 N 500 W SLC, UTAH</td>	300 N 500 W SLC, UTAH
OPEN HOLES	13/16"	UNO <td>CONTRACTOR</td>	CONTRACTOR
BOLTS	A325N	UNO <td>ARCHITECT</td>	ARCHITECT
PAINT	1-S/C PRIMER	UNO <td>FFKR ARCHITECTS</td>	FFKR ARCHITECTS

DESCRIPTION		DATE	JOB No.
ELEVATIONS		10/22/2021	UTA
		DRAWN BY	CRG No.
			E301

**W.O.I.**  
Lindon, UT 84042  
801-420-2546 www.wosteel.com



A-A  
E101



B-B  
E101

EAST TOWER

**WORKING DRAWINGS REVIEW**

NO EXCEPTIONS TAKEN  
 MAKE CORRECTIONS AS NOTED  
 REVISE AND RESUBMIT  
 REJECTED

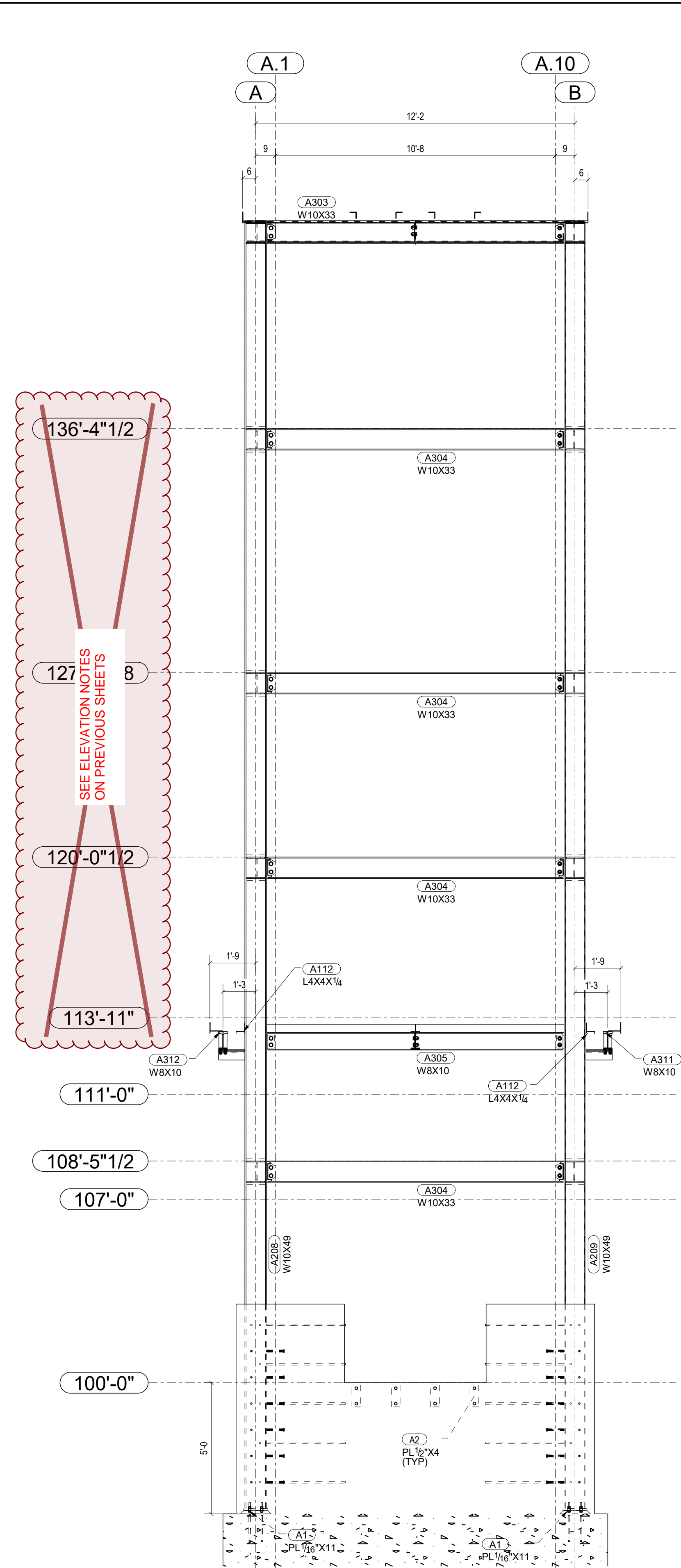
CIVIL SCIENCE  
 DATE: 01/30/2022  
 BY: AJ YATES

Conditions or comments made on the working drawings during review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general compliance with the design concept of the project and general compliance with the information given in the contract documents.

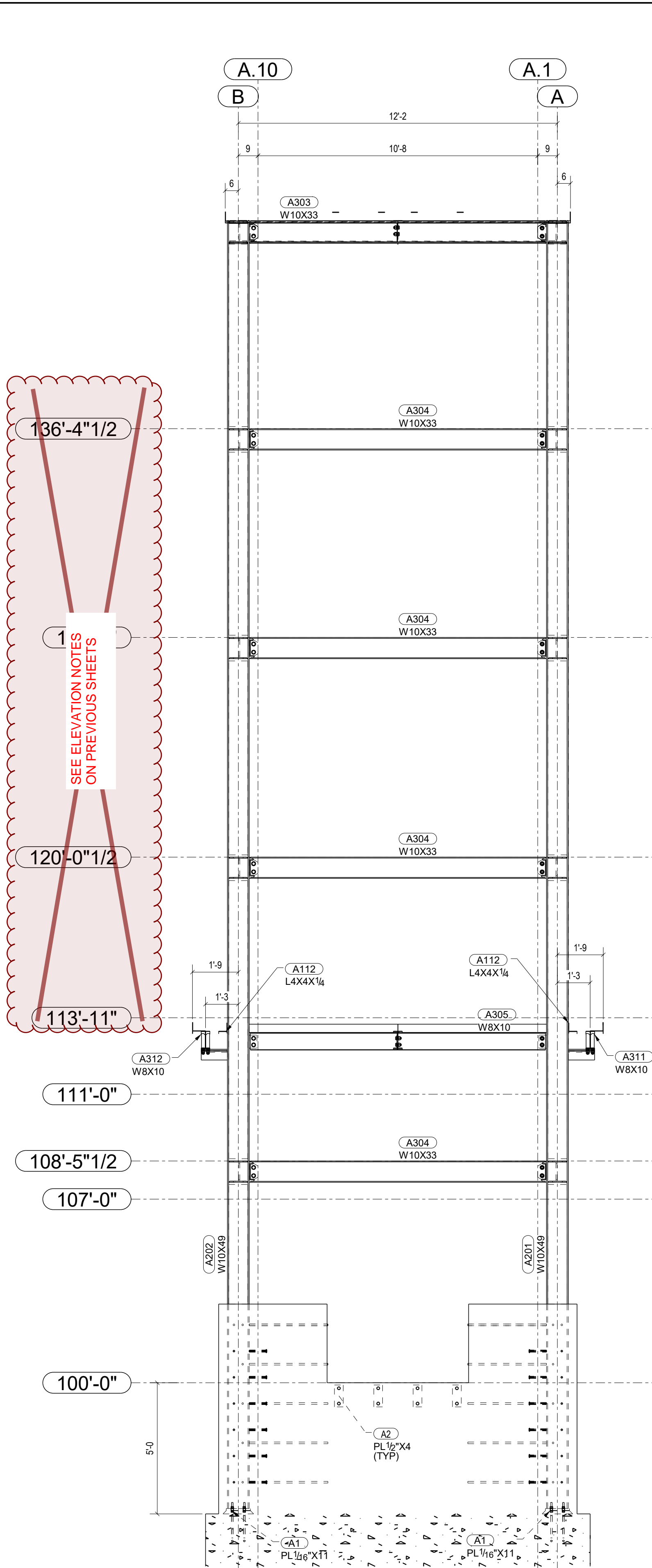
DATE	NO.	DESCRIPTION	BY
01/17/2022	1	For Re-Approval	JB
10/22/2021	2	For Approval	JB

DESCRIPTION	UNO	PROJECT NAME	UNO
STEEL ASTM	SEE SPEC	UTA PEDESTRIAN ELEVATOR	
ELECTRODES	E70-XX	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	CONTRACTOR	
OPEN HOLES	13/16"	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N		
PAINT	1-S/C PRIMER		

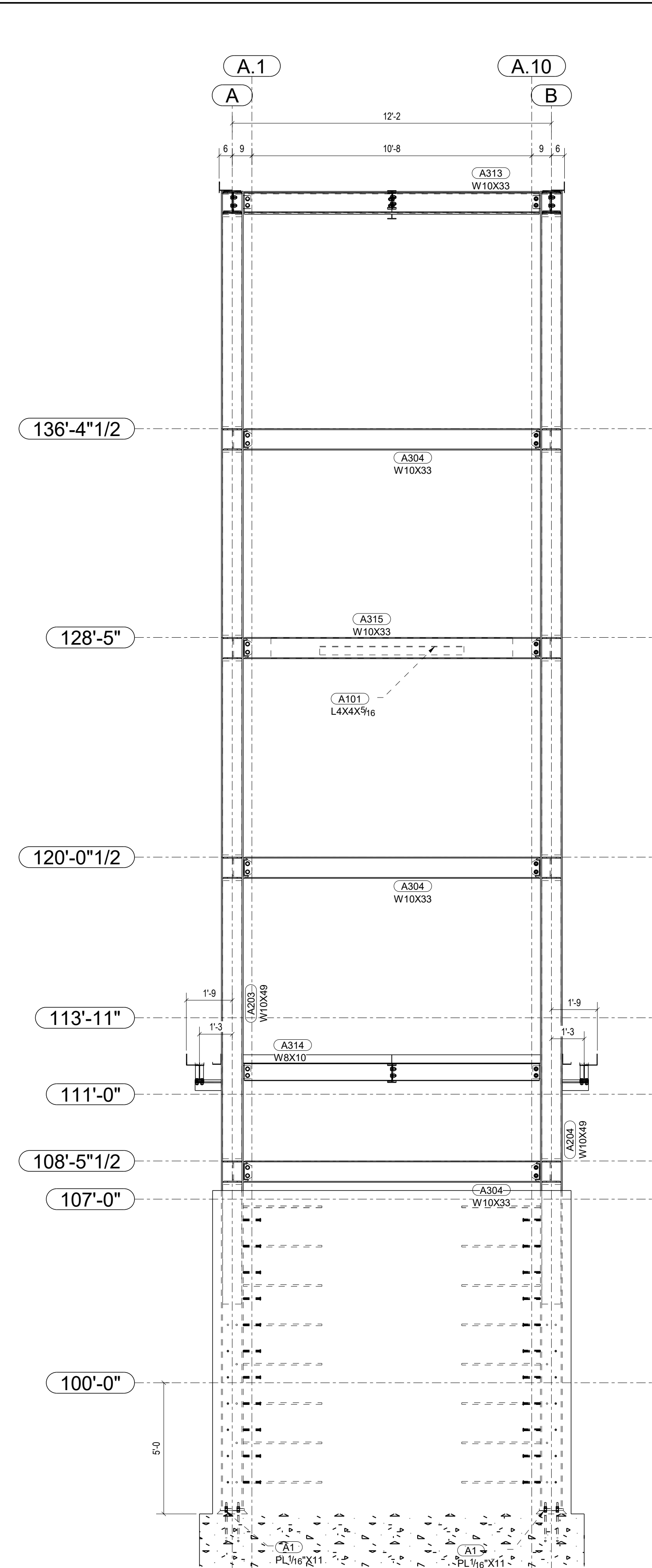
DATE	NO.	DESCRIPTION	BY
10/22/2021	1	For Approval	UTA
10/22/2021	2	For Approval	E302



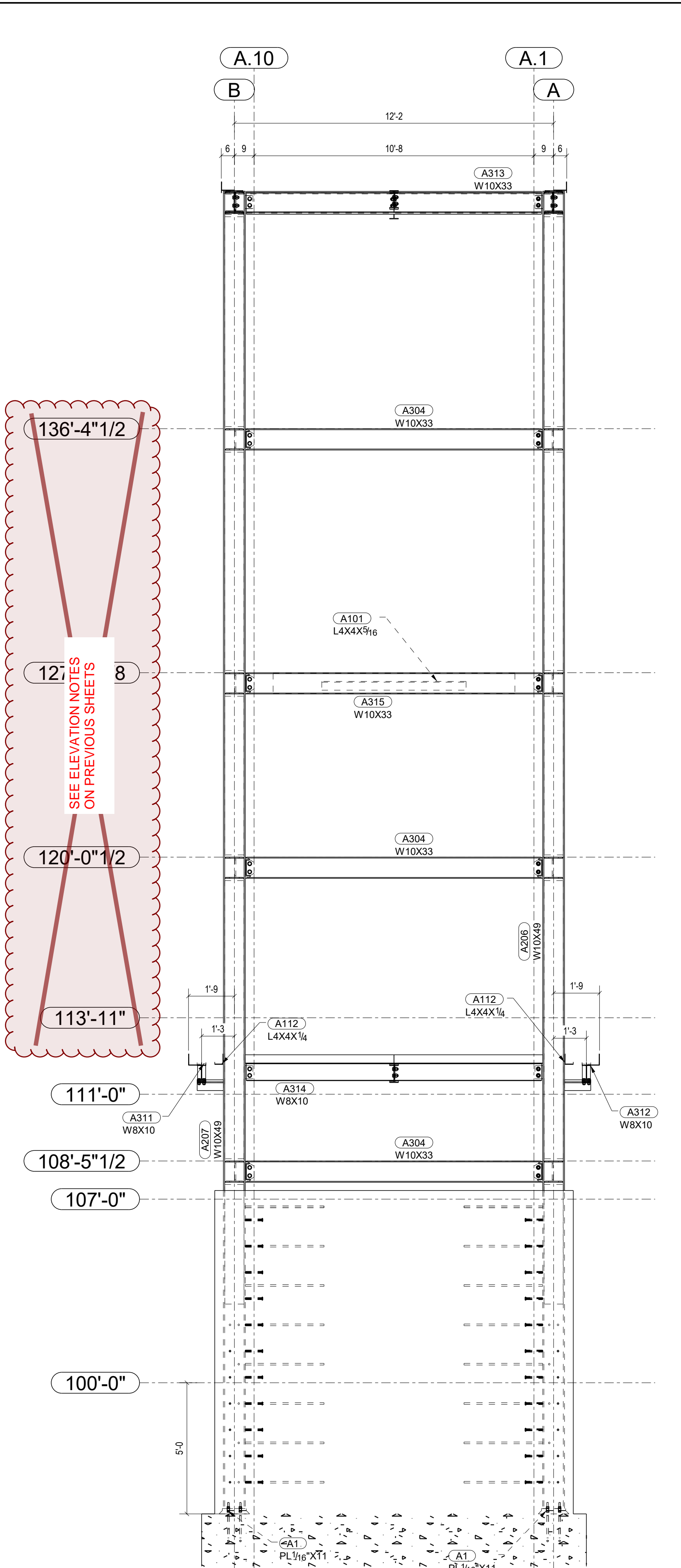
**C - C**  
E101  
**EAST TOWER**



**D - D**  
E101  
**WEST TOWER**



**C - C**  
E101  
**WEST TOWER**



**D - D**  
E101  
**EAST TOWER**

**WORKING DRAWINGS REVIEW**

<input type="checkbox"/>	NO EXCEPTIONS TAKEN	<b>CIVIL SCIENCE</b>
<input checked="" type="checkbox"/>	MAKE CORRECTIONS AS NOTED	DATE: 01/30/2022
<input type="checkbox"/>	REVISE AND RESUBMIT	BY: AJ Yates
<input type="checkbox"/>	REJECTED	

Corrections or comments made on the working drawings during review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design intent of the project and general compliance with the information given in the contract documents.

DATE	NO.	DESCRIPTION	BY
01/17/2022		For Rb-Approval	JB
10/22/2021		For Approval	JB

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

<b>W.O.I.</b>	
Lindon, UT 84042	
801-420-2546 www.woisteel.com	
DESCRIPTION	ELEVATIONS
DATE	10/22/2021
DRAWN BY	UTA
JOB NO.	E303



Complete Contracting Co
5455 West 11000 North, Suite 201
Highland, Utah 84003
Phone: (801) 756-7000
Fax: 801-756-2900

Project: 300 N Pedestrian Bridge - 300 N Pedestrian Bridge
300 S 600 W
Salt Lake City, Utah 84101

Prime Contract Potential Change Order #015: Cutting back the upper Roofs

Table with 2 columns: TO: and FROM: containing details like PCO NUMBER/REVISION, REQUEST RECEIVED FROM, STATUS, REFERENCE, FIELD CHANGE, LOCATION, SCHEDULE IMPACT, EXECUTED, CONTRACT, CREATED BY, CREATED DATE, PRIME CONTRACT CHANGE ORDER, ACCOUNTING METHOD, PAID IN FULL, SIGNED CHANGE ORDER RECEIVED DATE, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Cutting back the upper Roofs

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Cutting back the upper roofs
This cost is for cutting back the upper roofs in order to install the bridge. This cost includes 4 men for 3 days. 1 crane and 2 lifts for 3 days.
Below is the process of the work.
1. Bridge the middle beam to create support
2. Weld connection plates in 4' for the new location of the outer beam.
3. Disassemble outer beam.
4. Cut off excess material.
5. Reinstall outer beam.

ATTACHMENTS:

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

UTA 300n Pedestrian Elevator Cut Back Roof West Tower and East Tower

Install: (2) Welders (2) Laborers = \$260 per hour/ \$2,080 per day

Total= 3 Days/ \$6240

Materials Used:

(2) Straight Boom 80-85' w/Jib Diesel = \$3600

(2) Lincoln 305 \$510

(1) Crane = \$3,040

Fuel for vehicles, and rental equipment \$1,350

Welding Rod 14" Stick Electrode 1/8" Dia., AWS E7018 \$315

Cutting Disks (1 Box)

Grinding Disks (1 Box)

Contingency 3% = \$445

Total = \$15,500.00

Complete Contracting Overhead and Profit = \$1,705

Total = \$17,205

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Qtr 1, 2022		Qtr 2, 2022		Qtr 3, 2022		Qtr 4, 2022		
								Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
<b>2021 BL300-7 300 N Update 1.26.22</b>																
<b>2021 BL300-7.9 300 North Pedestrian Bridge</b>																
<b>2021 BL300-7.9.9 300 North Pedestrian Bridge</b>																
<b>2021 BL300-7.9.9.10 Design &amp; Pricing Milestones</b>																
MS6040	30% SLC_OP_1 Design	41	0	100%	28-Apr-20/	06-Jul-20/										
MS6055	30% Quantity Reconciliation	3	0	100%	06-Jul-20A	10-Jul-20/										
MS6080	Signed Agreement	0	0	100%	02-Mar-20,											
MS6090	UPRR Concept Submittal	28	0	100%	09-Mar-20,	27-Apr-20										
MS6100	30% Price Meeting	0	0	100%	22-Jul-20A											
MS6110	30% Bid	5	0	100%	10-Jul-20A	20-Jul-20/										
MS6120	30% Price Due	0	0	100%	21-Jul-20A											
MS6280	60% SLC_OP_1 Design Review Meeting	0	0	100%	19-Oct-20/											
MS6282	Third Party Utilities - RMP WOA#1	120	0	100%	22-Feb-21,	05-Apr-21										
MS6288	Third Party Utilities - Syringa - Fiber Relocal	120	0	100%	19-Apr-21/	01-Sep-21										
MS6290	60% SLC_OP_1 Design	34	0	100%	07-Jul-20A	09-Oct-20,										
MS6300	60% Price Meeting	0	0	100%	28-Oct-20/											
MS6310	60% Bid	8	0	100%	19-Oct-20/	26-Oct-20,										
MS6400	RFC - SLC_OP_1 - Design	77	0	100%	04-Feb-21,	03-Jun-21										
MS6415	UPRR Accept 100% Plans	5	0	100%	03-Jun-21/	22-Jul-21/										
MS6420	RFC Bid	10	0	100%	09-Jun-21/	24-Jun-21										
MS6430	RFC Quantity Reconciliation	4	0	100%	09-Jun-21/	09-Jun-21										
MS6440	RFC Price Due	0	0	100%	25-Jun-21/											
MS6441	RFC Price Meeting	0	0	100%	28-Jun-21/											
MS6445	NTP	0	0	100%	27-Jul-21A											
MS6450	Contract Procurement	10	0	100%	27-Jul-21A	30-Aug-21										
MS6460	60% Quantity Reconciliation	4	0	100%	12-Oct-20/	19-Oct-20,										
MS6470	60% Price Due	0	0	100%	28-Oct-20/											
MS6480	100% SLC_OP_1 Design Review Meeting	0	0	100%	18-Feb-21,											
MS6490	100% SLC_OP_1 Design	70	0	100%	12-Oct-20/	03-Feb-21										
MS6500	100% Price Meeting	0	0	100%	19-Feb-21,											
MS6510	100% Bid	10	0	100%	08-Feb-21,	18-Feb-21										
MS6520	100 % Quantity Reconciliation	4	0	100%	03-Feb-21,	08-Feb-21										
MS6530	100% Price Due	0	0	100%	18-Feb-21,											
<b>2021 BL300-7.9.9.1 Procurement, Permits, Submittals</b>																
SM4016	Elevator Shop Drawing Submittal (Initial)	20	0	100%	10-Aug-21,	21-Sep-21										
SM4017	Elevator Shop Drawing Review by Design	10	0	100%	21-Sep-21,	08-Oct-21,										
SM4018	Elevator Shop Drawing Review by City (Initi	10	0	100%	11-Oct-21A	20-Oct-21,										
SM4019	Elevator Spec Change & Re-Price	5	0	100%	20-Oct-21/	23-Nov-21										
SM4020	Elevator Contract Change Procurement	9	0	100%	23-Nov-21,	02-Dec-21										
SM4021	Elevator Redesign Shop Drawings	20	0	100%	02-Dec-21,	21-Dec-21										
SM4022	Elevator Redesign Shop Drawing Reviews	15	0	86.67%	21-Dec-21,	01-Feb-22										
SM4023	Elevator Fabrication	100	100	0%	02-Feb-22	21-Jun-22	0									
SM4025	Pre-Fab Bridge	145	135	86.71%	10-Aug-21,	12-Aug-22	74									
SM4026	Pre-Fab Bridge Drawing Submittal (Initial)	40	0	100%	10-Aug-21,	10-Oct-21,										
SM4027	Pre-Fab Bridge Drawing Review by Design	15	0	100%	10-Oct-21/	08-Dec-21										
SM4028	Pre-Fab Bridge Drawing Review by City (Ini	10	0	100%	08-Nov-21,	23-Nov-21										
SM4029	Pre-Fab Bridge Change & Re-Price	5	0	100%	23-Nov-21,	07-Dec-21										

12-Aug-22, 2021 BL300-7.9.9.1 Procurement, Permits

█ Actual Level of Effort    █ Remaining Work    █ Critical Remaining Work  
█ Actual Work                      █ Milestone                      ▶ summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Classic Schedule Layout											
								Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022		
								Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
SM4030	Pre-Fab Bridge Contract Change Procurement	5	0	100%	07-Dec-21	14-Dec-21		Contract Change Procurement											
SM4031	Pre-Fab Bridge Redesign Shop Drawings	20	0	100%	06-Dec-21	15-Dec-21		Design Shop Drawings											
SM4032	Pre-Fab Bridge Redesign Shop Drawing Review	15	0	100%	18-Dec-21	24-Jan-22		Pre-Fab Bridge Redesign Shop Drawing Review											
SM4033	Pre-Fab Bridge Fabrication	80	80	0%	02-Feb-22	24-May-22	44	Pre-Fab Bridge Fabrication											
SM4035	SLC Permits	30	0	100%	10-Aug-21	02-Feb-22	86	SLC Permits											
SM4060	Subcontract Contract Procurement	20	20	100%	30-Aug-21	01-Mar-22	189	Subcontract Contract Procurement											
SM4070	UPRR ROE Permit	60	0	100%	27-Jul-21A	13-Aug-21													
SM4080	Submittal - Traffic Control Plan	20	0	100%	10-Aug-21	08-Oct-21													
SM4090	Submittal - Concrete, Asphalt, UTBC, Drainage, Electrical	20	20	100%	21-Sep-21	01-Mar-22	189	Submittal - Concrete, Asphalt, UTBC, Drainage, Electrical											
SM4100	Procure - Precast Boxes & Pipes	30	0	100%	06-Sep-21	15-Oct-21													
<b>2021 BL300-7.9.9.2 Construction</b>		<b>292</b>	<b>215</b>	<b>0%</b>	<b>18-Oct-21</b>	<b>29-Nov-22</b>	<b>0</b>												
<b>2021 BL300-7.9.9.2.1 General/Underground/Removals</b>		<b>210</b>	<b>133</b>	<b>0%</b>	<b>18-Oct-21</b>	<b>08-Aug-22</b>	<b>82</b>	08-Aug-22, 2021 BL300-7.9.9.2.1 General/Underground											
G100	Survey Control	3	0	100%	21-Oct-21	25-Oct-21													
G145	Drainage - Tie-in Existing CB 01-201	1	0	100%	27-Oct-21	28-Oct-21													
G150	Saw Cut Asphalt & Curb	2	0	100%	25-Oct-21	25-Oct-21													
G155	Drainage - CB 01-02	1	0	100%	27-Oct-21	27-Oct-21													
G160	Pothole Utilities	2	0	100%	25-Oct-21	15-Nov-21													
G165	Drainage - CB 01-03	1	0	100%	01-Nov-21	01-Nov-21													
G170	Install BMPs	1	0	100%	25-Oct-21	26-Oct-21													
G180	Clear, Grub & Remove Tree	1	0	100%	25-Oct-21	25-Oct-21													
G190	Drainage - P 01-02	1	0	100%	28-Oct-21	29-Oct-21													
G200	Drainage - P 01-03	1	0	100%	01-Nov-21	02-Nov-21													
G210	Drainage - P 01-202	1	0	100%	03-Nov-21	04-Nov-21													
G220	Drainage - Tie-in Existing CB 01-202	1	0	100%	04-Nov-21	04-Nov-21													
G230	Drainage - Remove Drainage Structure & Install CB 01-01	1	1	0%	14-Mar-22	14-Mar-22	179	Drainage - Remove Drainage Structure & Install CB 01-01											
G240	Reconstruct Sewer MH	1	1	0%	15-Mar-22	15-Mar-22	179	Reconstruct Sewer MH											
G245	Install West Sewer Lateral (Change Order)	5	0	100%	18-Nov-21	24-Nov-21		Change Order)											
G250	Install East Sewer Lateral	5	0	100%	29-Nov-21	02-Dec-21													
G260	Install Irrigation Connections & Meter	4	4	0%	02-Feb-22	07-Feb-22	211	Install Irrigation Connections & Meter											
G270	Patch Sewer Trench & Median Curb	2	2	0%	04-Aug-22	08-Aug-22	82	Patch Sewer Trench & Median Curb											
G300	RMP - New Service for Elevators	3	3	0%	14-Mar-22*	16-Mar-22	58	RMP - New Service for Elevators											
G310	RMP - Bury UTA power East of tracks	3	0	100%	18-Oct-21	03-Dec-21		tracks											
G320	Adjust Utility Box to grade	1	1	0%	02-Aug-22	03-Aug-22	61	Adjust Utility Box to grade											
G330	Remove Asphalt	3	21	0%	25-Oct-21	14-Jul-22	42	Remove Asphalt											
G340	Remove Curb, Gutter & Sidewalk	3	3	0%	05-Nov-21	19-Jul-22	42	Remove Curb, Gutter & Sidewalk											
G350	Remove Fence & Signs	2	0	0%	27-Oct-21	19-Jul-22	91	Remove Fence & Signs											
G360	Dominion - New Gas Service	5	5	0%	08-Apr-22	15-Apr-22	112	Dominion - New Gas Service											
<b>2021 BL300-7.9.9.2.2 Substructure &amp; Elevator Shaft</b>		<b>254</b>	<b>192</b>	<b>0%</b>	<b>04-Nov-21</b>	<b>27-Oct-22</b>	<b>23</b>	27-Oct-22, 2021											
<b>2021 BL300-7.9.9.2.2.1 West Side</b>		<b>202</b>	<b>140</b>	<b>0%</b>	<b>04-Nov-21</b>	<b>16-Aug-22</b>	<b>75</b>	16-Aug-22, 2021 BL300-7.9.9.2.2.1 West Side											
WS100	Elevator Shaft - Drill Jack Hole	2	0	100%	04-Nov-21	05-Nov-21													
WS105	Elevator Shaft - Excavate & Shore	3	0	100%	09-Nov-21	10-Nov-21													
WS110	Elevator Shaft - Install Elevator Pile	6	0	100%	08-Dec-21	22-Dec-21		Install Elevator Pile											
WS115	Elevator Shaft - Install Pile Rebar & Pour	2	0	100%	28-Dec-21	29-Dec-21		Install Pile Rebar & Pour											
WS120	Elevator Shaft - Form Footing	2	0	100%	06-Jan-22	12-Jan-22		Shaft - Form Footing											
WS125	Elevator Shaft - Install Rebar	1	0	100%	07-Jan-22	12-Jan-22		Shaft - Install Rebar											
WS128	Elevator Shaft - Install Sump	1	1	100%	13-Jan-22	14-Mar-22	13	Elevator Shaft - Install Sump											
WS130	Elevator Shaft - Pour Elevator Footing	1	0	100%	20-Jan-22	20-Jan-22		Elevator Shaft - Pour Elevator Footing											

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Classic Schedule Layout											
								Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022		
								Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
WS135	Elevator Shaft - Cure	5	0	100%	20-Jan-22	26-Jan-22		Elevator Shaft - Cure											
WS140	Elevator Shaft - Strip Elevator Footing	1	0	100%	21-Jan-22	25-Jan-22		Elevator Shaft - Strip Elevator Footing											
WS145	Elevator Shaft - Backfill Footing	1	0	0%	02-Feb-22	02-Feb-22		Elevator Shaft - Backfill Footing											
WS148	Elevator Shaft - Steel Fabrication	15	15	13.33%	01-Feb-22	22-Feb-22	27	Elevator Shaft - Steel Fabrication											
WS150	Elevator Shaft - Structural Steel	15	15	0%	15-Mar-22	04-Apr-22	13	Elevator Shaft - Structural Steel											
WS160	Elevator Shaft - Glass glazing	14	14	0%	05-Apr-22	22-Apr-22	13	Elevator Shaft - Glass glazing											
WS170	Elevator Shaft - Roofing	3	3	0%	25-Apr-22	27-Apr-22	13	Elevator Shaft - Roofing											
WS180	Elevator Shaft - HVAC/Hoist Equipment	8	8	0%	28-Apr-22	09-May-22	13	Elevator Shaft - HVAC/Hoist Equipment											
WS190	Elevator Shaft - Electrical	8	8	0%	10-May-22	19-May-22	13	Elevator Shaft - Electrical											
WS200	Elevator Shaft - Finishes	10	10	0%	20-May-22	02-Jun-22	13	Elevator Shaft - Finishes											
WS210	Elevator - Install	40	40	0%	22-Jun-22	16-Aug-22	0	Elevator - Install											
WS300	Mech/Elec - Install Power/Com Conduit	1	1	0%	14-Mar-22	15-Mar-22	126	Mech/Elec - Install Power/Com Conduit											
WS305	Mech/Elec - Excavate Room Footing	1	1	0%	15-Mar-22	16-Mar-22	126	Mech/Elec - Excavate Room Footing											
WS310	Mech/Elec - Form Footing	3	3	0%	16-Mar-22	21-Mar-22	126	Mech/Elec - Form Footing											
WS320	Mech/Elec - Pour Footing	1	1	0%	21-Mar-22	22-Mar-22	126	Mech/Elec - Pour Footing											
WS330	Mech/Elec - Form Walls	5	5	0%	22-Mar-22	29-Mar-22	126	Mech/Elec - Form Walls											
WS335	Mech/Elec - Pour Walls	1	1	0%	02-Feb-22	02-Feb-22	214	Mech/Elec - Pour Walls											
WS340	Mech/Elec - Strip Walls	3	3	0%	29-Mar-22	01-Apr-22	126	Mech/Elec - Strip Walls											
WS350	Mech/Elec - Roofing	5	5	0%	01-Apr-22	08-Apr-22	130	Mech/Elec - Roofing											
WS360	Mech/Elec - Electrical	5	5	0%	08-Apr-22	15-Apr-22	130	Mech/Elec - Electrical											
WS370	Mech/Elec - Finishes	5	5	0%	15-Apr-22	22-Apr-22	158	Mech/Elec - Finishes											
WS500	Abutment - Excavate Footing	1	1	0%	14-Mar-22	14-Mar-22	73	Abutment - Excavate Footing											
WS505	Abutment - Install Pile	5	0	100%	08-Dec-21	22-Dec-21		Abutment - Install Pile											
WS510	Abutment - Install Pile Rebar & Pour	1	0	100%	28-Dec-21	29-Dec-21		Abutment - Install Pile Rebar & Pour											
WS520	Abutment - Form	3	3	0%	15-Mar-22	17-Mar-22	73	Abutment - Form											
WS530	Abutment - Install Rebar	1	1	0%	18-Mar-22	18-Mar-22	73	Abutment - Install Rebar											
WS540	Abutment - Pour Abutment	1	1	0%	21-Mar-22	21-Mar-22	73	Abutment - Pour Abutment											
WS550	Abutment - Cure	7	7	0%	22-Mar-22	28-Mar-22	104	Abutment - Cure											
WS560	Abutment - Strip	2	2	0%	28-Mar-22	30-Mar-22	73	Abutment - Strip											
WS570	Abutment - Erect Structural Steel	4	4	0%	30-Mar-22	05-Apr-22	73	Abutment - Erect Structural Steel											
<b>2021 BL300-7.9.2.2.2 East Side</b>		<b>254</b>	<b>164</b>	<b>0%</b>	<b>08-Nov-21</b>	<b>27-Oct-22</b>	<b>0</b>	<b>2021 BL300-7.9.2.2.2 East Side</b>											
ES100	Elevator Shaft - Drill Jack Hole	2	0	100%	08-Nov-21	09-Nov-21		Elevator Shaft - Drill Jack Hole											
ES110	Elevator Shaft - Excavate & Shore	3	3	0%	14-Mar-22	16-Mar-22	58	Elevator Shaft - Excavate & Shore											
ES120	Elevator Shaft - Install Elevator Pile	3	0	100%	08-Dec-21	07-Jan-22		Elevator Shaft - Install Elevator Pile											
ES130	Elevator Shaft - Install Pile Rebar & Pour	1	0	100%	07-Jan-22	10-Jan-22		Elevator Shaft - Install Pile Rebar & Pour											
ES140	Elevator Shaft - Form Footing	2	0	100%	12-Jan-22	19-Jan-22		Elevator Shaft - Form Footing											
ES150	Elevator Shaft - Install Rebar	1	0	0%	13-Jan-22	14-Jan-22		Elevator Shaft - Install Rebar											
ES160	Elevator Shaft - Install Sump	1	0	0%	17-Jan-22	17-Mar-22	59	Elevator Shaft - Install Sump											
ES170	Elevator Shaft - Pour Footing	1	0	0%	20-Jan-22	20-Jan-22		Elevator Shaft - Pour Footing											
ES180	Elevator Shaft - Cure	5	0	0%	20-Jan-22	27-Jan-22		Elevator Shaft - Cure											
ES190	Elevator Shaft - Strip Footing	1	0	0%	21-Jan-22	24-Jan-22		Elevator Shaft - Strip Footing											
ES200	Elevator Shaft - Backfill Footing	1	0	0%	25-Jan-22	25-Jan-22		Elevator Shaft - Backfill Footing											
ES210	Elevator Shaft - Structural Steel	15	15	0%	18-Jan-22	25-Apr-22	46	Elevator Shaft - Structural Steel											
ES220	Elevator Shaft - Glass glazing	14	14	0%	26-Apr-22	13-May-22	46	Elevator Shaft - Glass glazing											
ES230	Elevator Shaft - Roofing	5	5	0%	16-May-22	20-May-22	46	Elevator Shaft - Roofing											
ES240	Elevator Shaft - HVAC/Hoist Equipment	8	8	0%	23-May-22	01-Jun-22	46	Elevator Shaft - HVAC/Hoist Equipment											
ES250	Elevator Shaft - Electrical	8	8	0%	02-Jun-22	13-Jun-22	46	Elevator Shaft - Electrical											

█ Actual Level of Effort   
 █ Remaining Work   
 █ Critical Remaining Work   
 ◆ Milestone   
 ◆ summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Classic Schedule Layout																	
								Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022								
								Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov								
ES260	Elevator Shaft - Finishes	10	10	0%	14-Jun-22	27-Jun-22	46																		
ES270	Elevator - Install	40	40	0%	31-Aug-22	25-Oct-22	0																		
ES280	Elevator - Inspection	2	2	0%	25-Oct-22	27-Oct-22	0																		
ES290	Abutment - Excavate Footing	1	1	0%	16-Mar-22	17-Mar-22	75																		
ES295	Abutment - Install Pile	5	0	100%	08-Dec-21	07-Jan-22																			
ES300	Abutment - Install Pile Rebar & Pour	1	0	100%	07-Jan-22	10-Jan-22																			
ES310	Abutment - Form	2	2	0%	17-Mar-22	22-Mar-22	75																		
ES320	Abutment - Install Rebar	1	1	0%	22-Mar-22	22-Mar-22	75																		
ES330	Abutment - Pour Abutment	1	1	0%	22-Mar-22	23-Mar-22	75																		
ES340	Abutment - Cure	7	7	0%	23-Mar-22	30-Mar-22	107																		
ES350	Abutment - Strip	2	2	0%	30-Mar-22	01-Apr-22	75																		
ES360	Abutment - Erect Structural Steel	4	4	0%	05-Apr-22	11-Apr-22	73																		
ES390	Mech/Elec - Install Power/Com Conduit	1	1	0%	01-Apr-22	04-Apr-22	117																		
ES400	Mech/Elec - Excavate Room Footing	1	1	0%	04-Apr-22	04-Apr-22	117																		
ES405	Mech/Elec - Form Footing	3	3	0%	04-Apr-22	07-Apr-22	117																		
ES410	Mech/Elec - Pour Footing	1	1	0%	07-Apr-22	08-Apr-22	117																		
ES420	Mech/Elec - Form Walls	5	5	0%	08-Apr-22	15-Apr-22	117																		
ES430	Mech/Elec - Pour Walls	1	1	0%	15-Apr-22	18-Apr-22	117																		
ES440	Mech/Elec - Strip Walls	3	3	0%	18-Apr-22	21-Apr-22	117																		
ES450	Mech/Elec - Roofing	5	5	0%	21-Apr-22	28-Apr-22	121																		
ES460	Mech/Elec - Electrical	5	5	0%	28-Apr-22	05-May-22	121																		
ES470	Mech/Elec - Finishes	5	5	0%	05-May-22	12-May-22	121																		
ES475	Boiler Room - Exc Footing	2	2	0%	17-Mar-22	21-Mar-22	112																		
ES480	Boiler Room - Form Footing	2	2	0%	21-Mar-22	22-Mar-22	112																		
ES485	Boiler Room - Pour Footing	1	1	0%	22-Mar-22	23-Mar-22	112																		
ES490	Boiler Room - Form Walls	3	3	0%	23-Mar-22	28-Mar-22	112																		
ES495	Boiler Room - Pour Walls	5	5	0%	28-Mar-22	04-Apr-22	112																		
ES500	Boiler Room - Strip Walls	3	3	0%	04-Apr-22	07-Apr-22	112																		
ES505	Boiler Room - Pour Floor	1	1	0%	07-Apr-22	08-Apr-22	112																		
ES510	Boiler Room - Roofing	5	5	0%	08-Apr-22	15-Apr-22	130																		
ES515	Boiler Room - Electrical	5	5	0%	15-Apr-22	22-Apr-22	130																		
ES520	Boiler Room - Finishes	5	5	0%	22-Apr-22	29-Apr-22	130																		
<b>2021 BL300-7.9.2.3 Super Structure, Stairs &amp; Landing</b>		<b>153</b>	<b>99</b>	<b>0%</b>	<b>08-Dec-21</b>	<b>29-Jul-22</b>	<b>64</b>																		
SSL100	Stairs - Footing Excavation	1	0	100%	08-Dec-21	22-Dec-21																			
SSL105	Stairs - Form Footing	2	0	100%	11-Jan-22	27-Jan-22																			
SSL110	Stairs - Install Footing Rebar	1	0	100%	12-Jan-22	26-Jan-22																			
SSL115	Stairs - Pour Footing	1	0	100%	25-Jan-22	28-Jan-22																			
SSL120	Stairs - Cure Footing	7	4	100%	25-Jan-22	18-Mar-22	184																		
SSL125	Stairs - Strip Footing	1	0	100%	26-Jan-22	31-Jan-22																			
SSL135	Stairs - Install Steel Stringers & SIP decking	5	5	0%	02-Jun-22	09-Jun-22	73																		
SSL145	Stairs - Install Insulation & Hydronic Lines	4	4	0%	10-Jun-22	16-Jun-22	73																		
SSL155	Stairs - Install Rebar	5	5	0%	16-Jun-22	23-Jun-22	73																		
SSL165	Stairs - Form	8	8	0%	23-Jun-22	06-Jul-22	73																		
SSL175	Stairs - Pour	1	1	0%	06-Jul-22	07-Jul-22	73																		
SSL185	Stairs - Strip	3	3	0%	07-Jul-22	12-Jul-22	73																		
SSL195	Stairs - Grind	3	3	0%	12-Jul-22	15-Jul-22	73																		
SSL200	Landing - Form	4	4	0%	02-Jun-22	08-Jun-22	42																		

█ Actual Level of Effort    █ Remaining Work    ◆ Milestone  
█ Actual Work            █ Critical Remaining Work    → summary

300 N Update 1.26.22			Classic Schedule Layout						03-Feb-22 08:47								
Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Qtr 1, 2022		Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022	
								Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
SSL210	Landing - Install Insulation & Hydronic Line	2	2	0%	08-Jun-22	10-Jun-22	42										
SSL220	Landing - Rebar	1	1	0%	10-Jun-22	13-Jun-22	42										
SSL230	Landing - Pour	1	1	0%	13-Jun-22	13-Jun-22	42										
SSL240	Landing - Cure	14	14	0%	14-Jun-22	27-Jun-22	114										
SSL250	Landing - Install Curb	2	2	0%	27-Jun-22	29-Jun-22	79										
SSL260	Landing - Install Hand Rail	2	2	0%	29-Jun-22	30-Jun-22	79										
SSL270	Landing - Strip	3	3	0%	01-Jul-22	06-Jul-22	79										
SSL300	Prefab Bridge - Splice Sections, Install SIP	6	6	0%	25-May-22	01-Jun-22	44										
SSL310	Prefab Bridge - Set Bridge	1	1	0%	02-Jun-22	02-Jun-22	62										
SSL320	Prefab Bridge - Install Insulation & Hydronic	2	2	0%	02-Jun-22	06-Jun-22	42										
SSL330	Prefab Bridge - Install Joints	1	1	0%	06-Jun-22	07-Jun-22	42										
SSL340	Prefab Bridge - Install Rebar	3	3	0%	07-Jun-22	10-Jun-22	42										
SSL350	Prefab Bridge - Set Grade Line	2	2	0%	10-Jun-22	13-Jun-22	42										
SSL360	Prefab Bridge - Pour Bridge	1	1	0%	14-Jun-22	14-Jun-22	42										
SSL370	Prefab Bridge - Wet Cure	14	14	0%	15-Jun-22	28-Jun-22	90										
SSL380	Prefab Bridge - Polymer Overlay	3	3	0%	26-Jul-22	29-Jul-22	63										
<b>2021 BL300-7.9.9.2.4 Roadway</b>		<b>29</b>	<b>29</b>	<b>0%</b>	<b>19-Jul-22</b>	<b>30-Aug-22</b>	<b>43</b>										
SRD100	Install Irrigation System	5	5	0%	19-Jul-22	27-Jul-22	42										
SRD105	Place UTBC Curb & Gutter	1	1	0%	27-Jul-22	28-Jul-22	42										
SRD110	Install Curb & Gutter	1	1	0%	28-Jul-22	29-Jul-22	42										
SRD120	Cure Curb & Gutter	5	5	0%	29-Jul-22	03-Aug-22	85										
SRD125	Place HMA	1	1	0%	03-Aug-22	04-Aug-22	60										
SRD135	Place UTA concrete Panels	1	1	0%	03-Aug-22	04-Aug-22	85										
SRD140	Install UTBC Ped Ramps, Sidewalk & Flatw	1	1	0%	29-Jul-22	01-Aug-22	42										
SRD150	Install Sidewalk, Ped Ramps & Flatwork	1	1	0%	01-Aug-22	02-Aug-22	42										
SRD160	Install Fence, Signs & Striping	5	5	0%	02-Aug-22	09-Aug-22	42										
SRD170	Landscape	15	15	0%	09-Aug-22	30-Aug-22	42										
<b>2021 BL300-7.9.9.2.5 Closeout</b>		<b>23</b>	<b>23</b>	<b>0%</b>	<b>27-Oct-22</b>	<b>29-Nov-22</b>	<b>0</b>										
CO10060	Punchlist/Walk Through	5	5	0%	27-Oct-22	03-Nov-22	0										
CO10070	Substantial Completion	0	0	0%		27-Oct-22	0										
CO10080	Final Completion	0	0	0%		29-Nov-22	0										

Actual Level of Effort   
 Remaining Work   
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 summary

Critical Remaining Work

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
<b>2021 BL300-17 300 N Update 8.15.22</b>																				
<b>2021 BL300-17.9 300 North Pedestrian Bridge</b>																				
<b>2021 BL300-17.9.9 300 North Pedestrian Bridge</b>																				
<b>2021 BL300-17.9.9.10 Design &amp; Pricing Milestones</b>																				
MS6040	30% SLC_OP_1 Design	41	0	100%	28-Apr-20/	06-Jul-20/														
MS6055	30% Quantity Reconciliation	3	0	100%	06-Jul-20A	10-Jul-20/														
MS6080	Signed Agreement	0	0	100%	02-Mar-20,															
MS6090	UPRR Concept Submittal	28	0	100%	09-Mar-20,	27-Apr-20,														
MS6100	30% Price Meeting	0	0	100%	22-Jul-20A															
MS6110	30% Bid	5	0	100%	10-Jul-20A	20-Jul-20/														
MS6120	30% Price Due	0	0	100%	21-Jul-20A															
MS6280	60% SLC_OP_1 Design Review Meeting	0	0	100%	19-Oct-20/															
MS6282	Third Party Utilities - RMP WOA#1	120	0	100%	22-Feb-21,	05-Apr-21,														
MS6288	Third Party Utilities - Syringa - Fiber Relocate	120	0	100%	19-Apr-21/	01-Sep-21														
MS6290	60% SLC_OP_1 Design	34	0	100%	07-Jul-20A	09-Oct-20,														
MS6300	60% Price Meeting	0	0	100%	28-Oct-20/															
MS6310	60% Bid	8	0	100%	19-Oct-20/	26-Oct-20,														
MS6400	RFC - SLC_OP_1 - Design	77	0	100%	04-Feb-21,	03-Jun-21														
MS6415	UPRR Accept 100% Plans	5	0	100%	03-Jun-21/	22-Jul-21/														
MS6420	RFC Bid	10	0	100%	09-Jun-21/	24-Jun-21														
MS6430	RFC Quantity Reconciliation	4	0	100%	09-Jun-21/	09-Jun-21														
MS6440	RFC Price Due	0	0	100%	25-Jun-21/															
MS6441	RFC Price Meeting	0	0	100%	28-Jun-21/															
MS6445	NTP	0	0	100%	27-Jul-21A															
MS6450	Contract Procurement	10	0	100%	27-Jul-21A	30-Aug-21														
MS6460	60% Quantity Reconciliation	4	0	100%	12-Oct-20/	19-Oct-20,														
MS6470	60% Price Due	0	0	100%	28-Oct-20/															
MS6480	100% SLC_OP_1 Design Review Meeting	0	0	100%	18-Feb-21,															
MS6490	100% SLC_OP_1 Design	70	0	100%	12-Oct-20/	03-Feb-21														
MS6500	100% Price Meeting	0	0	100%	19-Feb-21,															
MS6510	100% Bid	10	0	100%	08-Feb-21,	18-Feb-21														
MS6520	100 % Quantity Reconciliation	4	0	100%	03-Feb-21,	08-Feb-21														
MS6530	100% Price Due	0	0	100%	18-Feb-21,															
<b>2021 BL300-17.9.9.1 Procurement, Permits, Submittals</b>																				
SM4016	Elevator Shop Drawing Submittal (Initial)	20	0	100%	10-Aug-21,	21-Sep-21														
SM4017	Elevator Shop Drawing Review by Designers (Initial)	10	0	100%	21-Sep-21,	08-Oct-21,														
SM4018	Elevator Shop Drawing Review by City (Initial)	10	0	100%	11-Oct-21A	20-Oct-21,														
SM4019	Elevator Spec Change & Re-Price	5	0	100%	20-Oct-21/	23-Nov-21														
SM4020	Elevator Contract Change Procurement	9	0	100%	23-Nov-21,	02-Dec-21														
SM4021	Elevator Redesign Shop Drawings	20	0	100%	02-Dec-21,	21-Dec-21														
SM4022	Elevator Redesign Shop Drawing Reviews	15	0	100%	21-Dec-21,	01-Feb-22														
SM4023	Elevator Fabrication	100	34	100%	21-Mar-22,	30-Sep-22	74													
SM4024	Elevator Structural Steel Resubmittals & Reviews	5	0	100%	01-Feb-22,	16-Feb-22														
SM4026	Pre-Fab Bridge Drawing Submittal (Initial)	40	0	100%	10-Aug-21,	10-Oct-21,														
SM4027	Pre-Fab Bridge Drawing Review by Design (Initial)	15	0	100%	10-Oct-21/	08-Dec-21														
SM4028	Pre-Fab Bridge Drawing Review by City (Initial)	10	0	100%	08-Nov-21,	23-Nov-21														
SM4029	Pre-Fab Bridge Change & Re-Price	5	0	100%	23-Nov-21,	07-Dec-21														

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Timeline											
								Qtr 3, 2022	Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023				
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
SM4030	Pre-Fab Bridge Contract Change Procurement	5	0	100%	07-Dec-21	14-Dec-21													
SM4031	Pre-Fab Bridge Redesign Shop Drawings	20	0	100%	06-Dec-21	15-Dec-21													
SM4032	Pre-Fab Bridge Redesign Shop Drawing Review	15	0	100%	18-Dec-21	24-Jan-22													
SM4033	Pre-Fab Bridge Fabrication	80	19	100%	31-May-22	09-Sep-22	114												
SM4035	SLC Permits	30	0	100%	10-Aug-21	15-Aug-22	104												
SM4060	Subcontract Contract Procurement	20	20	100%	30-Aug-21	12-Sep-22	200												
SM4070	UPRR ROE Permit	60	0	100%	27-Jul-21A	13-Aug-21													
SM4080	Submittal - Traffic Control Plan	20	0	100%	10-Aug-21	08-Oct-21													
SM4090	Submittal - Concrete, Asphalt, UTBC, Drainage, Electrical	20	20	100%	21-Sep-21	12-Sep-22	200												
SM4100	Procure - Precast Boxes & Pipes	30	0	100%	06-Sep-21	15-Oct-21													
<b>2021 BL300-17.9.9.2 Construction</b>		<b>434</b>	<b>221</b>	<b>0%</b>	<b>18-Oct-21</b>	<b>26-Jun-23</b>	<b>0</b>	Summary bar											
<b>2021 BL300-17.9.9.2.1 General/Underground/Removals</b>		<b>307</b>	<b>94</b>	<b>0%</b>	<b>18-Oct-21</b>	<b>30-Dec-22</b>	<b>127</b>	Summary bar											
G100	Survey Control	3	0	100%	21-Oct-21	25-Oct-21													
G145	Drainage - Tie-in Existing CB 01-201	1	0	100%	27-Oct-21	28-Oct-21													
G150	Saw Cut Asphalt & Curb	2	0	100%	25-Oct-21	25-Oct-21													
G155	Drainage - CB 01-02	1	0	100%	27-Oct-21	27-Oct-21													
G160	Pothole Utilities	2	0	100%	25-Oct-21	15-Nov-21													
G165	Drainage - CB 01-03	1	0	100%	01-Nov-21	01-Nov-21													
G170	Install BMPs	1	0	100%	25-Oct-21	26-Oct-21													
G180	Clear, Grub & Remove Tree	1	0	100%	25-Oct-21	25-Oct-21													
G190	Drainage - P 01-02	1	0	100%	28-Oct-21	29-Oct-21													
G200	Drainage - P 01-03	1	0	100%	01-Nov-21	02-Nov-21													
G210	Drainage - P 01-202	1	0	100%	03-Nov-21	04-Nov-21													
G220	Drainage - Tie-in Existing CB 01-202	1	0	100%	04-Nov-21	04-Nov-21													
G230	Drainage - Remove Drainage Structure & Install CB 01-01	1	1	0%	02-Nov-22	02-Nov-22	163												
G240	Reconstruct Sewer MH	1	1	0%	03-Nov-22	03-Nov-22	163												
G245	Install West Sewer Lateral (Change Order)	5	0	100%	18-Nov-21	24-Nov-21													
G250	Install East Sewer Lateral	5	0	100%	29-Nov-21	02-Dec-21													
G260	Install Irrigation Connections & Meter	4	4	0%	15-Aug-22	18-Aug-22	217												
G270	Patch Sewer Trench & Median Curb	2	2	0%	16-Nov-22	18-Nov-22	153												
G300	RMP - New Service for Elevators	3	3	0%	27-Dec-22*	30-Dec-22	14												
G310	RMP - Bury UTA power East of tracks	3	0	100%	18-Oct-21	03-Dec-21													
G320	Adjust Utility Box to grade	1	1	0%	14-Nov-22	15-Nov-22	135												
G330	Remove Asphalt	3	21	100%	25-Oct-21	27-Oct-22	116												
G340	Remove Curb, Gutter & Sidewalk	3	3	100%	05-Nov-21	01-Nov-22	116												
G350	Remove Fence & Signs	2	0	100%	27-Oct-21	02-Nov-22	165												
G360	Dominion - New Gas Service	5	5	100%	15-Jun-22	19-Aug-22	170												
<b>2021 BL300-17.9.9.2.2 Substructure &amp; Elevator Shaft</b>		<b>398</b>	<b>200</b>	<b>0%</b>	<b>04-Nov-21</b>	<b>26-May-23</b>	<b>21</b>	Summary bar											
<b>2021 BL300-17.9.9.2.2.1 West Side</b>		<b>346</b>	<b>148</b>	<b>0%</b>	<b>04-Nov-21</b>	<b>15-Mar-23</b>	<b>73</b>	Summary bar											
WS100	Elevator Shaft - Drill Jack Hole	2	0	100%	04-Nov-21	05-Nov-21													
WS105	Elevator Shaft - Excavate & Shore	3	0	100%	09-Nov-21	10-Nov-21													
WS110	Elevator Shaft - Install Elevator Pile	6	0	100%	08-Dec-21	22-Dec-21													
WS115	Elevator Shaft - Install Pile Rebar & Pour	2	0	100%	28-Dec-21	29-Dec-21													
WS120	Elevator Shaft - Form Footing	2	0	100%	06-Jan-22	12-Jan-22													
WS125	Elevator Shaft - Install Rebar	1	0	100%	07-Jan-22	12-Jan-22													
WS128	Elevator Shaft - Install Sump	1	1	100%	13-Jan-22	15-Aug-22	219												
WS130	Elevator Shaft - Pour Elevator Footing	1	0	100%	20-Jan-22	20-Jan-22													

█ Actual Level of Effort    █ Remaining Work    ◆ Milestone  
█ Actual Work                █ Critical Remaining Work     summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Timeline											
								Qtr 3, 2022	Qtr 4, 2022		Qtr 1, 2023			Qtr 2, 2023					
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
WS135	Elevator Shaft - Cure	5	0	100%	20-Jan-22	26-Jan-22													
WS140	Elevator Shaft - Strip Elevator Footing	1	0	100%	21-Jan-22	25-Jan-22													
WS145	Elevator Shaft - Backfill Footing	1	0	100%	02-Feb-22	02-Feb-22													
WS148	Elevator Shaft - Steel Fabrication	15	0	100%	16-Feb-22	14-Mar-22													
WS150	Elevator Shaft - Structural Steel	15	0	100%	14-Mar-22	02-Apr-22													
WS151	Elevator Shaft - Structural Steel RFI Resolution	6	0	100%	04-Apr-22	15-Aug-22	0												
WS152	Elevator Shaft - Structural Steel Modifications	7	7	0%	06-Sep-22	14-Sep-22	35												
WS153	Elevator Shaft - New Structural Steel Paint CO	15	15	0%	15-Aug-22	02-Sep-22	0												
WS154	Elevator Shaft - Paint Lead Time	60	60	0%	03-Sep-22	01-Nov-22	1												
WS155	Elevator Shaft - Steel Painting	13	13	0%	01-Nov-22	18-Nov-22	1												
WS160	Elevator Shaft - Glass Framing	10	10	0%	18-Nov-22	02-Dec-22	1												
WS165	Elevator Shaft - Glass Installation	7	7	0%	27-Dec-22	04-Jan-23	0												
WS170	Elevator Shaft - Roofing	7	7	0%	02-Dec-22	13-Dec-22	1												
WS180	Elevator Shaft - HVAC/Hoist Equipment	8	8	0%	13-Dec-22	23-Dec-22	1												
WS190	Elevator Shaft - Electrical	8	8	0%	23-Dec-22	04-Jan-23	1												
WS200	Elevator Shaft - Finishes	10	10	0%	05-Jan-23	18-Jan-23	0												
WS210	Elevator - Install	40	40	0%	19-Jan-23	15-Mar-23	0												
WS300	Mech/Elec - Install Power/Com Conduit	1	1	0%	18-Nov-22	21-Nov-22	151												
WS305	Mech/Elec - Excavate Room Footing	1	0	100%	25-Mar-22	25-Mar-22													
WS310	Mech/Elec - Form Footing	3	0	100%	01-Apr-22	04-Apr-22													
WS320	Mech/Elec - Pour Footing	1	0	100%	05-Apr-22	05-Apr-22													
WS330	Mech/Elec - Form Walls	5	0	100%	06-Apr-22	08-Apr-22													
WS335	Mech/Elec - Pour Walls	1	0	100%	08-Apr-22	08-Apr-22													
WS340	Mech/Elec - Strip Walls	3	0	100%	11-Apr-22	11-Apr-22													
WS350	Mech/Elec - Roofing	5	5	0%	13-Dec-22	20-Dec-22	14												
WS360	Mech/Elec - Electrical	5	5	0%	20-Dec-22	27-Dec-22	14												
WS370	Mech/Elec - Finishes	5	5	0%	27-Dec-22	03-Jan-23	125												
WS500	Abutment - Excavate Footing	1	0	100%	25-Mar-22	25-Mar-22													
WS505	Abutment - Install Pile	5	0	100%	08-Dec-21	22-Dec-21													
WS510	Abutment - Install Pile Rebar & Pour	1	0	100%	28-Dec-21	29-Dec-21													
WS520	Abutment - Form	3	0	100%	25-Mar-22	29-Mar-22													
WS530	Abutment - Install Rebar	1	0	100%	28-Mar-22	28-Mar-22													
WS540	Abutment - Pour Abutment	1	0	100%	30-Mar-22	30-Mar-22													
WS550	Abutment - Cure	7	0	100%	30-Mar-22	05-Apr-22													
WS560	Abutment - Strip	2	0	100%	31-Mar-22	31-Mar-22													
WS570	Abutment - Erect Structural Steel	4	4	0%	12-Aug-22	19-Aug-22	123												
<b>2021 BL300-17.9.9.2.2.2 East Side</b>		<b>398</b>	<b>200</b>	<b>0%</b>	<b>08-Nov-21</b>	<b>26-May-23</b>	<b>21</b>												
ES100	Elevator Shaft - Drill Jack Hole	2	0	100%	08-Nov-21	09-Nov-21													
ES110	Elevator Shaft - Excavate & Shore	3	0	100%	11-Nov-21	12-Nov-21													
ES120	Elevator Shaft - Install Elevator Pile	3	0	100%	08-Dec-21	07-Jan-22													
ES130	Elevator Shaft - Install Pile Rebar & Pour	1	0	100%	07-Jan-22	10-Jan-22													
ES140	Elevator Shaft - Form Footing	2	0	100%	12-Jan-22	19-Jan-22													
ES150	Elevator Shaft - Install Rebar	1	0	100%	13-Jan-22	14-Jan-22													
ES160	Elevator Shaft - Install Sump	1	0	100%	17-Jan-22	15-Aug-22	129												
ES170	Elevator Shaft - Pour Footing	1	0	100%	20-Jan-22	20-Jan-22													
ES180	Elevator Shaft - Cure	5	0	100%	20-Jan-22	27-Jan-22													
ES190	Elevator Shaft - Strip Footing	1	0	100%	21-Jan-22	24-Jan-22													

█ Actual Level of Effort   
 █ Remaining Work   
 █ Critical Remaining Work   
 ◆ Milestone   
 ─ summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Classic Schedule Layout											
								Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023		
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
ES200	Elevator Shaft - Backfill Footing	1	0	100%	25-Jan-22	25-Jan-22													
ES210	Elevator Shaft - Structural Steel	15	0	100%	14-Mar-22	01-Apr-22													
ES212	Elevator Shaft - Structural Steel Modifications	7	7	0%	15-Sep-22	23-Sep-22	73												
ES215	Elevator Shaft - Steel Painting	13	13	0%	18-Nov-22	09-Dec-22	34												
ES220	Elevator Shaft - Glass Framing	10	10	0%	09-Dec-22	23-Dec-22	36												
ES225	Elevator Shaft - Glass Installation	7	7	0%	13-Jan-23	24-Jan-23	37												
ES230	Elevator Shaft - Roofing	7	7	0%	23-Dec-22	03-Jan-23	36												
ES240	Elevator Shaft - HVAC/Hoist Equipment	8	8	0%	03-Jan-23	13-Jan-23	36												
ES250	Elevator Shaft - Electrical	8	8	0%	13-Jan-23	25-Jan-23	36												
ES260	Elevator Shaft - Finishes	10	10	0%	25-Jan-23	08-Feb-23	36												
ES270	Elevator - Install	40	40	0%	30-Mar-23	24-May-23	0												
ES280	Elevator - Inspection	2	2	0%	25-May-23	26-May-23	0												
ES290	Abutment - Excavate Footing	1	0	100%	25-Mar-22	25-Mar-22													
ES295	Abutment - Install Pile	5	0	100%	08-Dec-21	07-Jan-22													
ES300	Abutment - Install Pile Rebar & Pour	1	0	100%	07-Jan-22	10-Jan-22													
ES310	Abutment - Form	2	0	100%	25-Mar-22	29-Mar-22													
ES320	Abutment - Install Rebar	1	0	100%	26-Mar-22	28-Mar-22													
ES330	Abutment - Pour Abutment	1	0	100%	30-Mar-22	30-Mar-22													
ES340	Abutment - Cure	7	0	100%	31-Mar-22	06-Apr-22													
ES350	Abutment - Strip	2	0	100%	31-Mar-22	31-Mar-22													
ES360	Abutment - Erect Structural Steel	4	4	0%	19-Aug-22	25-Aug-22	123												
ES390	Mech/Elec - Install Power/Com Conduit	1	1	0%	25-Aug-22	26-Aug-22	169												
ES400	Mech/Elec - Excavate Room Footing	1	0	100%	25-Mar-22	25-Mar-22													
ES405	Mech/Elec - Form Footing	3	0	100%	01-Apr-22	04-Apr-22													
ES410	Mech/Elec - Pour Footing	1	0	100%	05-Apr-22	05-Apr-22													
ES420	Mech/Elec - Form Walls	5	0	100%	06-Apr-22	08-Apr-22													
ES430	Mech/Elec - Pour Walls	1	0	100%	08-Apr-22	08-Apr-22													
ES440	Mech/Elec - Strip Walls	3	0	100%	11-Apr-22	11-Apr-22													
ES450	Mech/Elec - Roofing	5	5	0%	20-Dec-22	27-Dec-22	94												
ES460	Mech/Elec - Electrical	5	5	0%	27-Dec-22	03-Jan-23	99												
ES470	Mech/Elec - Finishes	5	5	0%	03-Jan-23	10-Jan-23	99												
ES475	Boiler Room - Exc Footing	2	0	100%	12-Apr-22	13-Apr-22													
ES480	Boiler Room - Form Footing	2	0	100%	13-Apr-22	14-Apr-22													
ES485	Boiler Room - Pour Footing	1	0	100%	14-Apr-22	14-Apr-22													
ES490	Boiler Room - Form Walls	3	0	100%	15-Apr-22	21-Apr-22													
ES495	Boiler Room - Pour Walls	5	0	100%	21-Apr-22	21-Apr-22													
ES500	Boiler Room - Strip Walls	3	0	100%	22-Apr-22	26-Apr-22													
ES505	Boiler Room - Pour Floor	1	0	100%	04-May-22	05-May-22													
ES510	Boiler Room - Roofing	5	5	0%	27-Dec-22	03-Jan-23	94												
ES515	Boiler Room - Electrical	5	5	0%	03-Jan-23	10-Jan-23	94												
ES520	Boiler Room - Finishes	5	5	0%	10-Jan-23	17-Jan-23	94												
<b>2021 BL300-17.9.9.2.3 Super Structure, Stairs &amp; Landing</b>		<b>216</b>	<b>46</b>	<b>0%</b>	<b>08-Dec-21</b>	<b>31-Oct-22</b>	<b>145</b>	<b>31-Oct-22, 2021 BL300-17.9.9.2.3 Super Structure, Stairs &amp; Landing</b>											
SSL100	Stairs - Footing Excavation	1	0	100%	08-Dec-21	22-Dec-21													
SSL105	Stairs - Form Footing	2	0	100%	11-Jan-22	27-Jan-22													
SSL110	Stairs - Install Footing Rebar	1	0	100%	12-Jan-22	26-Jan-22													
SSL115	Stairs - Pour Footing	1	0	100%	25-Jan-22	28-Jan-22													
SSL120	Stairs - Cure Footing	7	0	100%	25-Jan-22	01-Feb-22													

█ Actual Level of Effort    █ Remaining Work    █ Critical Remaining Work  
█ Actual Work    █ Milestone    ▶ summary

300 N Update 8.15.22			Classic Schedule Layout					15-Aug-22 17:03										
Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Qtr 3, 2022		Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023		
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
SSL125	Stairs - Strip Footing	1	0	100%	26-Jan-22	31-Jan-22												
SSL135	Stairs - Install Steel Stringers & SIP decking	5	5	0%	25-Aug-22	01-Sep-22	161											
SSL145	Stairs - Install Insulation & Hydronic Lines	4	4	0%	26-Sep-22	30-Sep-22	145											
SSL155	Stairs - Install Rebar	5	5	0%	30-Sep-22	07-Oct-22	145											
SSL165	Stairs - Form	8	8	0%	07-Oct-22	19-Oct-22	145											
SSL175	Stairs - Pour	1	1	0%	19-Oct-22	20-Oct-22	145											
SSL185	Stairs - Strip	3	3	0%	20-Oct-22	25-Oct-22	145											
SSL195	Stairs - Grind	3	3	0%	25-Oct-22	28-Oct-22	145											
SSL200	Landing - Form	4	4	0%	19-Sep-22	22-Sep-22	115											
SSL210	Landing - Install Insulation & Hydronic Lines	2	2	0%	23-Sep-22	26-Sep-22	115											
SSL220	Landing - Rebar	1	1	0%	26-Sep-22	27-Sep-22	115											
SSL230	Landing - Pour	1	1	0%	27-Sep-22	28-Sep-22	115											
SSL240	Landing - Cure	14	14	0%	28-Sep-22	12-Oct-22	219											
SSL250	Landing - Install Curb	2	2	0%	12-Oct-22	13-Oct-22	151											
SSL260	Landing - Install Hand Rail	2	2	0%	13-Oct-22	17-Oct-22	151											
SSL270	Landing - Strip	3	3	0%	17-Oct-22	20-Oct-22	151											
SSL300	Prefab Bridge - Splice Sections, Install SIP Deck & Fence panel	6	6	0%	10-Sep-22	15-Sep-22	166											
SSL310	Prefab Bridge - Set Bridge	3	3	0%	16-Sep-22	18-Sep-22	166											
SSL320	Prefab Bridge - Install Insulation & Hydronic Lines	2	2	0%	19-Sep-22	20-Sep-22	115											
SSL330	Prefab Bridge - Install Joints	1	1	0%	20-Sep-22	21-Sep-22	115											
SSL340	Prefab Bridge - Install Rebar	3	3	0%	21-Sep-22	26-Sep-22	115											
SSL350	Prefab Bridge - Set Grade Line	2	2	0%	26-Sep-22	27-Sep-22	115											
SSL360	Prefab Bridge - Pour Bridge	1	1	0%	28-Sep-22	28-Sep-22	115											
SSL370	Prefab Bridge - Wet Cure	14	14	0%	29-Sep-22	12-Oct-22	209											
SSL380	Prefab Bridge - Polymer Overlay	3	3	0%	26-Oct-22	31-Oct-22	144											
<b>2021 BL300-17.9.9.2.4 Roadway</b>		<b>28</b>	<b>28</b>	<b>0%</b>	<b>01-Nov-22</b>	<b>14-Dec-22</b>	<b>116</b>											
SRD100	Install Irrigation System	5	5	0%	01-Nov-22	08-Nov-22	115											
SRD105	Place UTBC Curb & Gutter	1	1	0%	08-Nov-22	09-Nov-22	115											
SRD110	Install Curb & Gutter	1	1	0%	09-Nov-22	10-Nov-22	115											
SRD120	Cure Curb & Gutter	5	5	0%	10-Nov-22	15-Nov-22	192											
SRD125	Place HMA	1	1	0%	15-Nov-22	16-Nov-22	133											
SRD135	Place UTA concrete Panels	1	1	0%	15-Nov-22	16-Nov-22	191											
SRD140	Install UTBC Ped Ramps, Sidewalk & Flatwork	1	1	0%	10-Nov-22	11-Nov-22	116											
SRD150	Install Sidewalk, Ped Ramps & Flatwork	1	1	0%	11-Nov-22	14-Nov-22	115											
SRD160	Install Fence, Signs & Striping	5	5	0%	14-Nov-22	21-Nov-22	115											
SRD170	Landscape	15	15	0%	21-Nov-22	14-Dec-22	115											
<b>2021 BL300-17.9.9.2.5 Closeout</b>		<b>21</b>	<b>21</b>	<b>0%</b>	<b>26-May-23</b>	<b>26-Jun-23</b>	<b>0</b>											
CO10060	Punchlist/Walk Through	5	5	0%	26-May-23	02-Jun-23	0											
CO10070	Substantial Completion	0	0	0%		26-May-23	0											
CO10080	Final Completion	0	0	0%		26-Jun-23	0											

Schedule updated 8/15/2022 assumes change order work will begin 8/29/2022. This schedule includes elevator steel delays from 4/7 (date initial RFI 94 submitted) - 8/29/2022 (4.75 months). Schedule dated 2/2/2022 assumes final completion date of November 29. Add 4.75 months, and the final completion date would be 4/19/2023

2.25 months of additional schedule duration is based off of final completion shift from 4/19/2023 - 6/26/2023 (2.25 months) due to added scope from 09991M specification. There is also added scope in the form of the memos between UTA, SLC, and Design Team.

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	2023											
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
<b>2021 BL300-20 300 N Update 9.6.22</b>																			
<b>2021 BL300-20.9 300 North Pedestrian Bridge</b>																			
<b>2021 BL300-20.9.9 300 North Pedestrian Bridge</b>																			
<b>2021 BL300-20.9.10 Design &amp; Pricing Milestones</b>																			
MS6040	30% SLC_OP_1 Design	41	0	100%	28-Apr-20/	06-Jul-20/													
MS6055	30% Quantity Reconciliation	3	0	100%	06-Jul-20A	10-Jul-20/													
MS6080	Signed Agreement	0	0	100%	02-Mar-20,														
MS6090	UPRR Concept Submittal	28	0	100%	09-Mar-20,	27-Apr-20,													
MS6100	30% Price Meeting	0	0	100%	22-Jul-20A														
MS6110	30% Bid	5	0	100%	10-Jul-20A	20-Jul-20/													
MS6120	30% Price Due	0	0	100%	21-Jul-20A														
MS6280	60% SLC_OP_1 Design Review Meeting	0	0	100%	19-Oct-20/														
MS6282	Third Party Utilities - RMP WOA#1	120	0	100%	22-Feb-21,	05-Apr-21,													
MS6288	Third Party Utilities - Syringa - Fiber Relocate	120	0	100%	19-Apr-21/	01-Sep-21													
MS6290	60% SLC_OP_1 Design	34	0	100%	07-Jul-20A	09-Oct-20,													
MS6300	60% Price Meeting	0	0	100%	28-Oct-20/														
MS6310	60% Bid	8	0	100%	19-Oct-20/	26-Oct-20,													
MS6400	RFC - SLC_OP_1 - Design	77	0	100%	04-Feb-21,	03-Jun-21													
MS6415	UPRR Accept 100% Plans	5	0	100%	03-Jun-21/	22-Jul-21/													
MS6420	RFC Bid	10	0	100%	09-Jun-21/	24-Jun-21													
MS6430	RFC Quantity Reconciliation	4	0	100%	09-Jun-21/	09-Jun-21													
MS6440	RFC Price Due	0	0	100%	25-Jun-21/														
MS6441	RFC Price Meeting	0	0	100%	28-Jun-21/														
MS6445	NTP	0	0	100%	27-Jul-21A														
MS6450	Contract Procurement	10	0	100%	27-Jul-21A	30-Aug-21													
MS6460	60% Quantity Reconciliation	4	0	100%	12-Oct-20/	19-Oct-20,													
MS6470	60% Price Due	0	0	100%	28-Oct-20/														
MS6480	100% SLC_OP_1 Design Review Meeting	0	0	100%	18-Feb-21,														
MS6490	100% SLC_OP_1 Design	70	0	100%	12-Oct-20/	03-Feb-21													
MS6500	100% Price Meeting	0	0	100%	19-Feb-21,														
MS6510	100% Bid	10	0	100%	08-Feb-21,	18-Feb-21													
MS6520	100 % Quantity Reconciliation	4	0	100%	03-Feb-21,	08-Feb-21													
MS6530	100% Price Due	0	0	100%	18-Feb-21,														
<b>2021 BL300-20.9.9.1 Procurement, Permits, Submittals</b>																			
SM4016	Elevator Shop Drawing Submittal (Initial)	20	0	100%	10-Aug-21,	21-Sep-21													
SM4017	Elevator Shop Drawing Review by Designers (Initial)	10	0	100%	21-Sep-21,	08-Oct-21,													
SM4018	Elevator Shop Drawing Review by City (Initial)	10	0	100%	11-Oct-21A	20-Oct-21,													
SM4019	Elevator Spec Change & Re-Price	5	0	100%	20-Oct-21/	23-Nov-21													
SM4020	Elevator Contract Change Procurement	9	0	100%	23-Nov-21,	02-Dec-21													
SM4021	Elevator Redesign Shop Drawings	20	0	100%	02-Dec-21,	21-Dec-21													
SM4022	Elevator Redesign Shop Drawing Reviews	15	0	100%	21-Dec-21,	01-Feb-22													
SM4023	Elevator Fabrication	100	0	100%	21-Mar-22,	25-Aug-22													
SM4024	Elevator Storage	132	132	0%	10-Sep-22	16-Jan-23	18												
SM4025	Elevator Structural Steel Resubmittals & Reviews	5	0	100%	01-Feb-22,	16-Feb-22													
SM4026	Pre-Fab Bridge Drawing Submittal (Initial)	40	0	100%	10-Aug-21,	10-Oct-21,													
SM4027	Pre-Fab Bridge Drawing Review by Design (Initial)	15	0	100%	10-Oct-21/	08-Dec-21													
SM4028	Pre-Fab Bridge Drawing Review by City (Initial)	10	0	100%	08-Nov-21,	23-Nov-21													

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	2023											
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
SM4029	Pre-Fab Bridge Change & Re-Price	5	0	100%	23-Nov-21	07-Dec-21													
SM4030	Pre-Fab Bridge Contract Change Procurement	5	0	100%	07-Dec-21	14-Dec-21													
SM4031	Pre-Fab Bridge Redesign Shop Drawings	20	0	100%	06-Dec-21	15-Dec-21													
SM4032	Pre-Fab Bridge Redesign Shop Drawing Review	15	0	100%	18-Dec-21	24-Jan-22													
SM4033	Pre-Fab Bridge Fabrication	80	3	100%	31-May-22	09-Sep-22	126												
SM4035	SLC Permits	30	0	100%	10-Aug-21	07-Sep-22	100												
SM4060	Subcontract Contract Procurement	20	20	100%	30-Aug-21	04-Oct-22	196												
SM4070	UPRR ROE Permit	60	0	100%	27-Jul-21A	13-Aug-21													
SM4080	Submittal - Traffic Control Plan	20	0	100%	10-Aug-21	08-Oct-21													
SM4090	Submittal - Concrete, Asphalt, UTBC, Drainage, Electrical	20	20	100%	21-Sep-21	04-Oct-22	196												
SM4100	Procure - Precast Boxes & Pipes	30	0	100%	06-Sep-21	15-Oct-21													
<b>2021 BL300-20.9.9.2 Construction</b>		<b>446</b>	<b>217</b>	<b>0%</b>	<b>18-Oct-21</b>	<b>12-Jul-23</b>	<b>0</b>												
<b>2021 BL300-20.9.9.2.1 General/Underground/Removals</b>		<b>386</b>	<b>157</b>	<b>0%</b>	<b>18-Oct-21</b>	<b>19-Apr-23</b>	<b>60</b>												
G100	Survey Control	3	0	100%	21-Oct-21	25-Oct-21													
G145	Drainage - Tie-in Existing CB 01-201	1	0	100%	27-Oct-21	28-Oct-21													
G150	Saw Cut Asphalt & Curb	2	0	100%	25-Oct-21	25-Oct-21													
G155	Drainage - CB 01-02	1	0	100%	27-Oct-21	27-Oct-21													
G160	Pothole Utilities	2	0	100%	25-Oct-21	15-Nov-21													
G165	Drainage - CB 01-03	1	0	100%	01-Nov-21	01-Nov-21													
G170	Install BMPs	1	0	100%	25-Oct-21	26-Oct-21													
G180	Clear, Grub & Remove Tree	1	0	100%	25-Oct-21	25-Oct-21													
G190	Drainage - P 01-02	1	0	100%	28-Oct-21	29-Oct-21													
G200	Drainage - P 01-03	1	0	100%	01-Nov-21	02-Nov-21													
G210	Drainage - P 01-202	1	0	100%	03-Nov-21	04-Nov-21													
G220	Drainage - Tie-in Existing CB 01-202	1	0	100%	04-Nov-21	04-Nov-21													
G230	Drainage - Remove Drainage Structure & Install CB 01-01	1	1	0%	02-Nov-22	02-Nov-22	175												
G240	Reconstruct Sewer MH	1	1	0%	03-Nov-22	03-Nov-22	175												
G245	Install West Sewer Lateral (Change Order)	5	0	100%	18-Nov-21	24-Nov-21													
G250	Install East Sewer Lateral	5	0	100%	29-Nov-21	02-Dec-21													
G260	Install Irrigation Connections & Meter	4	4	0%	07-Sep-22	12-Sep-22	213												
G270	Patch Sewer Trench & Median Curb	2	2	0%	17-Apr-23	19-Apr-23	60												
G300	RMP - New Service for Elevators	3	3	0%	12-Jan-23*	17-Jan-23	13												
G310	RMP - Bury UTA power East of tracks	3	0	100%	18-Oct-21	03-Dec-21													
G320	Adjust Utility Box to grade	1	1	0%	12-Apr-23	13-Apr-23	43												
G330	Remove Asphalt	3	21	100%	25-Oct-21	27-Oct-22	127												
G340	Remove Curb, Gutter & Sidewalk	3	3	100%	05-Nov-21	01-Nov-22	127												
G350	Remove Fence & Signs	2	0	100%	27-Oct-21	02-Nov-22	177												
G360	Dominion - New Gas Service	5	5	100%	15-Jun-22	13-Sep-22	166												
<b>2021 BL300-20.9.9.2.2 Substructure &amp; Elevator Shaft</b>		<b>410</b>	<b>196</b>	<b>0%</b>	<b>04-Nov-21</b>	<b>13-Jun-23</b>	<b>21</b>												
<b>2021 BL300-20.9.9.2.2.1 West Side</b>		<b>358</b>	<b>144</b>	<b>0%</b>	<b>04-Nov-21</b>	<b>31-Mar-23</b>	<b>73</b>												
WS100	Elevator Shaft - Drill Jack Hole	2	0	100%	04-Nov-21	05-Nov-21													
WS105	Elevator Shaft - Excavate & Shore	3	0	100%	09-Nov-21	10-Nov-21													
WS110	Elevator Shaft - Install Elevator Pile	6	0	100%	08-Dec-21	22-Dec-21													
WS115	Elevator Shaft - Install Pile Rebar & Pour	2	0	100%	28-Dec-21	29-Dec-21													
WS120	Elevator Shaft - Form Footing	2	0	100%	06-Jan-22	12-Jan-22													
WS125	Elevator Shaft - Install Rebar	1	0	100%	07-Jan-22	12-Jan-22													
WS128	Elevator Shaft - Install Sump	1	1	100%	13-Jan-22	07-Sep-22	215												

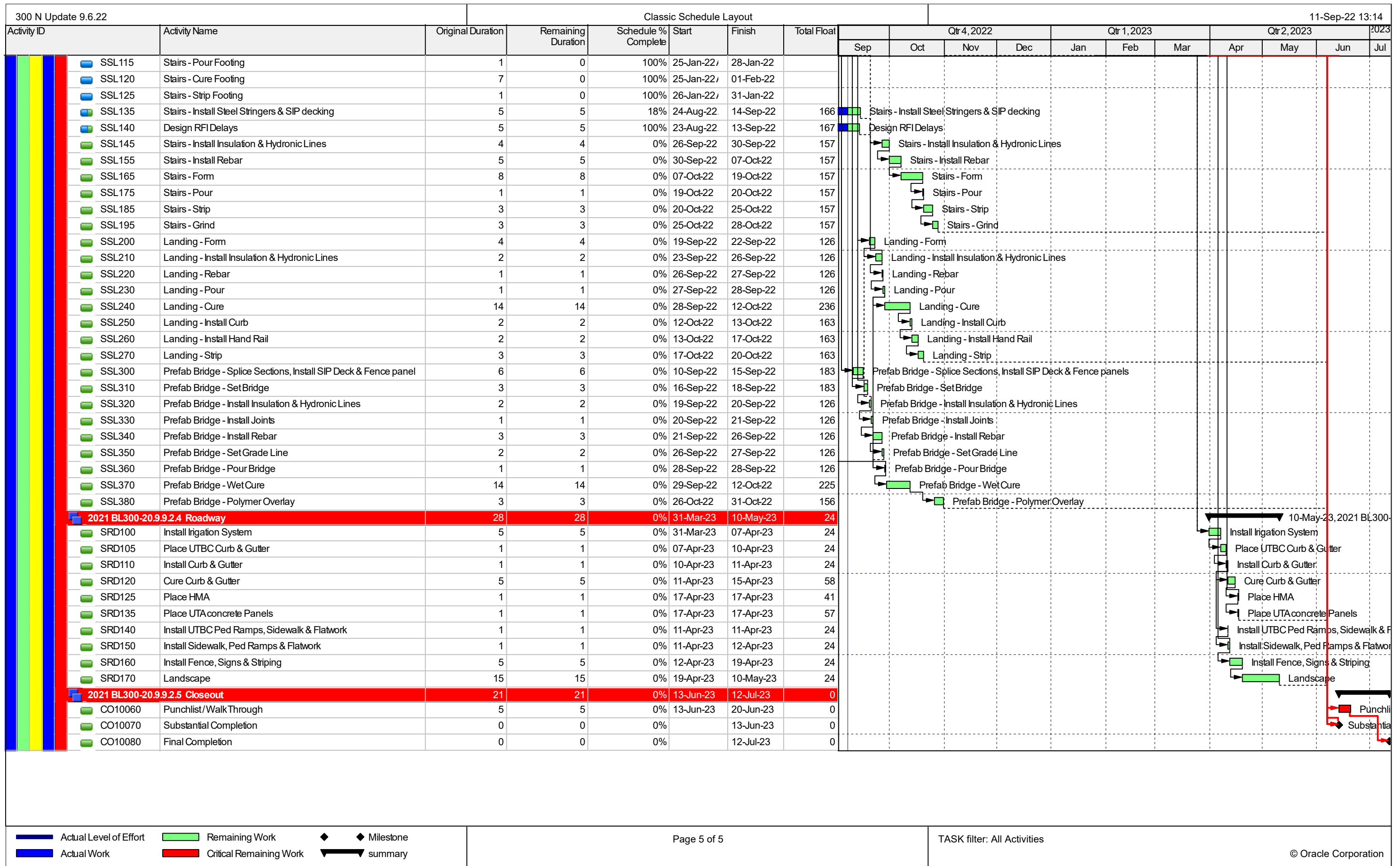
█ Actual Level of Effort   
 █ Remaining Work   
 █ Critical Remaining Work   
 ◆ Milestone   
 ─ summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			2023		
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
WS130	Elevator Shaft - Pour Elevator Footing	1	0	100%	20-Jan-22	20-Jan-22														
WS135	Elevator Shaft - Cure	5	0	100%	20-Jan-22	26-Jan-22														
WS140	Elevator Shaft - Strip Elevator Footing	1	0	100%	21-Jan-22	25-Jan-22														
WS145	Elevator Shaft - Backfill Footing	1	0	100%	02-Feb-22	02-Feb-22														
WS148	Elevator Shaft - Steel Fabrication	15	0	100%	16-Feb-22	14-Mar-22														
WS150	Elevator Shaft - Structural Steel	15	0	100%	14-Mar-22	02-Apr-22														
WS151	Elevator Shaft - Structural Steel RFI Resolution	6	0	100%	04-Apr-22	15-Aug-22														
WS152	Elevator Shaft - Structural Steel Modifications	54	50	0%	07-Sep-22	15-Nov-22	0													
WS153	Elevator Shaft - New Structural Steel Paint DAP	15	0	60%	18-Aug-22	31-Aug-22														
WS154	Elevator Shaft - Structural Steel Paint Sub Change Orders	5	0	0%	31-Aug-22	08-Sep-22														
WS157	Elevator Shaft - Paint Lead Time	60	60	0%	07-Sep-22	05-Nov-22	10													
WS158	Elevator Shaft - Steel Painting	13	13	0%	16-Nov-22	06-Dec-22	0													
WS160	Elevator Shaft - Glass Framing	10	10	0%	06-Dec-22	20-Dec-22	0													
WS165	Elevator Shaft - Glass Installation	7	7	0%	10-Jan-23	19-Jan-23	1													
WS170	Elevator Shaft - Roofing	7	7	0%	20-Dec-22	29-Dec-22	0													
WS180	Elevator Shaft - HVAC/Hoist Equipment	8	8	0%	29-Dec-22	10-Jan-23	0													
WS190	Elevator Shaft - Electrical	8	8	0%	10-Jan-23	20-Jan-23	0													
WS200	Elevator Shaft - Finishes	10	10	0%	20-Jan-23	03-Feb-23	0													
WS210	Elevator - Install	40	40	0%	03-Feb-23	31-Mar-23	0													
WS300	Mech/Elec - Install Power/Com Conduit	1	1	0%	06-Dec-22	07-Dec-22	152													
WS305	Mech/Elec - Excavate Room Footing	1	0	100%	25-Mar-22	25-Mar-22														
WS310	Mech/Elec - Form Footing	3	0	100%	01-Apr-22	04-Apr-22														
WS320	Mech/Elec - Pour Footing	1	0	100%	05-Apr-22	05-Apr-22														
WS330	Mech/Elec - Form Walls	5	0	100%	06-Apr-22	08-Apr-22														
WS335	Mech/Elec - Pour Walls	1	0	100%	08-Apr-22	08-Apr-22														
WS340	Mech/Elec - Strip Walls	3	0	100%	11-Apr-22	11-Apr-22														
WS350	Mech/Elec - Roofing	5	5	0%	29-Dec-22	05-Jan-23	13													
WS360	Mech/Elec - Electrical	5	5	0%	05-Jan-23	12-Jan-23	13													
WS370	Mech/Elec - Finishes	5	5	0%	12-Jan-23	19-Jan-23	124													
WS500	Abutment - Excavate Footing	1	0	100%	25-Mar-22	25-Mar-22														
WS505	Abutment - Install Pile	5	0	100%	08-Dec-21	22-Dec-21														
WS510	Abutment - Install Pile Rebar & Pour	1	0	100%	28-Dec-21	29-Dec-21														
WS520	Abutment - Form	3	0	100%	25-Mar-22	29-Mar-22														
WS530	Abutment - Install Rebar	1	0	100%	28-Mar-22	28-Mar-22														
WS540	Abutment - Pour Abutment	1	0	100%	30-Mar-22	30-Mar-22														
WS550	Abutment - Cure	7	0	100%	30-Mar-22	05-Apr-22														
WS560	Abutment - Strip	2	0	100%	31-Mar-22	31-Mar-22														
WS570	Abutment - Erect Structural Steel	4	0	100%	12-Aug-22	30-Aug-22														
<b>2021 BL300-20.9.9.2.2.2 East Side</b>		<b>410</b>	<b>196</b>	<b>0%</b>	<b>08-Nov-21</b>	<b>13-Jun-23</b>	<b>21</b>													<b>13-Jun-23</b>
ES100	Elevator Shaft - Drill Jack Hole	2	0	100%	08-Nov-21	09-Nov-21														
ES110	Elevator Shaft - Excavate & Shore	3	0	100%	11-Nov-21	12-Nov-21														
ES120	Elevator Shaft - Install Elevator Pile	3	0	100%	08-Dec-21	07-Jan-22														
ES130	Elevator Shaft - Install Pile Rebar & Pour	1	0	100%	07-Jan-22	10-Jan-22														
ES140	Elevator Shaft - Form Footing	2	0	100%	12-Jan-22	19-Jan-22														
ES150	Elevator Shaft - Install Rebar	1	0	100%	13-Jan-22	14-Jan-22														
ES160	Elevator Shaft - Install Sump	1	0	100%	17-Jan-22	07-Sep-22	129													
ES170	Elevator Shaft - Pour Footing	1	0	100%	20-Jan-22	20-Jan-22														

█ Actual Level of Effort   
 █ Remaining Work   
 █ Critical Remaining Work   
 ◆ Milestone   
 ◆ summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float	2023											
								Qtr 4, 2022	Qtr 1, 2023			Qtr 2, 2023			2023				
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
ES180	Elevator Shaft - Cure	5	0	100%	20-Jan-22	27-Jan-22													
ES190	Elevator Shaft - Strip Footing	1	0	100%	21-Jan-22	24-Jan-22													
ES200	Elevator Shaft - Backfill Footing	1	0	100%	25-Jan-22	25-Jan-22													
ES210	Elevator Shaft - Structural Steel	15	0	100%	14-Mar-22	01-Apr-22													
ES212	Elevator Shaft - Structural Steel Modifications	7	7	0%	16-Nov-22	28-Nov-22	41												
ES215	Elevator Shaft - Steel Painting	13	13	0%	06-Dec-22	27-Dec-22	35												
ES220	Elevator Shaft - Glass Framing	10	10	0%	27-Dec-22	10-Jan-23	35												
ES225	Elevator Shaft - Glass Installation	7	7	0%	31-Jan-23	09-Feb-23	36												
ES230	Elevator Shaft - Roofing	7	7	0%	10-Jan-23	19-Jan-23	35												
ES240	Elevator Shaft - HVAC/Hoist Equipment	8	8	0%	19-Jan-23	31-Jan-23	35												
ES250	Elevator Shaft - Electrical	8	8	0%	31-Jan-23	10-Feb-23	35												
ES260	Elevator Shaft - Finishes	10	10	0%	10-Feb-23	24-Feb-23	35												
ES270	Elevator - Install	40	40	0%	14-Apr-23	09-Jun-23	0												
ES280	Elevator - Inspection	2	2	0%	09-Jun-23	13-Jun-23	0												
ES290	Abutment - Excavate Footing	1	0	100%	25-Mar-22	25-Mar-22													
ES295	Abutment - Install Pile	5	0	100%	08-Dec-21	07-Jan-22													
ES300	Abutment - Install Pile Rebar & Pour	1	0	100%	07-Jan-22	10-Jan-22													
ES310	Abutment - Form	2	0	100%	25-Mar-22	29-Mar-22													
ES320	Abutment - Install Rebar	1	0	100%	26-Mar-22	28-Mar-22													
ES330	Abutment - Pour Abutment	1	0	100%	30-Mar-22	30-Mar-22													
ES340	Abutment - Cure	7	0	100%	31-Mar-22	06-Apr-22													
ES350	Abutment - Strip	2	0	100%	31-Mar-22	31-Mar-22													
ES360	Abutment - Erect Structural Steel	4	0	100%	15-Aug-22	02-Sep-22													
ES390	Mech/Elec - Install Power/Com Conduit	1	1	100%	06-Sep-22	07-Sep-22	174												
ES400	Mech/Elec - Excavate Room Footing	1	0	100%	25-Mar-22	25-Mar-22													
ES405	Mech/Elec - Form Footing	3	0	100%	01-Apr-22	04-Apr-22													
ES410	Mech/Elec - Pour Footing	1	0	100%	05-Apr-22	05-Apr-22													
ES420	Mech/Elec - Form Walls	5	0	100%	06-Apr-22	08-Apr-22													
ES430	Mech/Elec - Pour Walls	1	0	100%	08-Apr-22	08-Apr-22													
ES440	Mech/Elec - Strip Walls	3	0	100%	11-Apr-22	11-Apr-22													
ES450	Mech/Elec - Roofing	5	5	0%	05-Jan-23	12-Jan-23	93												
ES460	Mech/Elec - Electrical	5	5	0%	12-Jan-23	19-Jan-23	98												
ES470	Mech/Elec - Finishes	5	5	0%	19-Jan-23	26-Jan-23	98												
ES475	Boiler Room - Exc Footing	2	0	100%	12-Apr-22	13-Apr-22													
ES480	Boiler Room - Form Footing	2	0	100%	13-Apr-22	14-Apr-22													
ES485	Boiler Room - Pour Footing	1	0	100%	14-Apr-22	14-Apr-22													
ES490	Boiler Room - Form Walls	3	0	100%	15-Apr-22	21-Apr-22													
ES495	Boiler Room - Pour Walls	5	0	100%	21-Apr-22	21-Apr-22													
ES500	Boiler Room - Strip Walls	3	0	100%	22-Apr-22	26-Apr-22													
ES505	Boiler Room - Pour Floor	1	0	100%	04-May-22	05-May-22													
ES510	Boiler Room - Roofing	5	5	0%	12-Jan-23	19-Jan-23	93												
ES515	Boiler Room - Electrical	5	5	0%	19-Jan-23	26-Jan-23	93												
ES520	Boiler Room - Finishes	5	5	0%	26-Jan-23	02-Feb-23	93												
2021 BL300-20.9.9.2.3	Super Structure, Stairs & Landing	216	39	0%	08-Dec-21	31-Oct-22	157												
SSL100	Stairs - Footing Excavation	1	0	100%	08-Dec-21	22-Dec-21													
SSL105	Stairs - Form Footing	2	0	100%	11-Jan-22	27-Jan-22													
SSL110	Stairs - Install Footing Rebar	1	0	100%	12-Jan-22	26-Jan-22													

█ Actual Level of Effort   
 █ Remaining Work   
 █ Critical Remaining Work   
 ◆ Milestone   
 ◆ summary



Schedule updated 9/6/2022 shows DAP received 8/31/2022. Per PCO discussions, delay time/charges have been removed.

2.75 months of additional schedule duration is based off of final completion shift from 4/19/2023 - 7/12/2023 (2.75 months) due to added scope from 09991M specification. There is also added scope in the form of the memos between UTA, SLC, and Design Team. Per PCO discussions, it was agreed that only 1 month of added scope for Granite overhead would be included. Remainder of indirects has been left at 2.25 months.



**Direction or Authorization to Proceed (DAP)**  
**(Not to exceed \$200,000 without Board Approval)**

Contract No. UT18-2398TP Contractor: Granite Construction Date: 8/29/2022

Project Name and Code: MSP205 TIGER Grant Projects (SLC OP 1) Ped overpass

Page 1 of 3 Enclosure(s): Granite revised PCO, email explanation

**Potential Change Order No. 157:**

The Contractor is authorized and directed to perform the work specified herein. Increase or decrease in Contract Price and/or extension of time (if any is agreed by UTA) associated with the work specified herein will be covered by subsequent change order. The Tiger (SLC OP 1) DAP captures the changes stemming from responses to RFI 87, 94, and 110. Granite is also assuming work will begin on these changes on August 29, 2022. Beyond this date, additional delay costs will be accrued. All estimated costs are within the allocated budget amount for the year.

**Reason for Direction or Authorization to Proceed:**

- This is an emergency
- The potential delay associated with preparing and executing a change order is unacceptable in terms of time and/or cost.

Safety considerations and mitigation \_\_\_\_\_

Security considerations and mitigation \_\_\_\_\_

Environmental considerations and mitigation \_\_\_\_\_

**Contract Value to Date: \$34,626,687**

**Not to exceed value of this DAP: \$520,036.79**

DocuSigned by:  
  
9BBBF2E424384FE...  
Project Manager < \$10,000

DocuSigned by:  
  
70E33A415BA44F6...  
Legal Review >\$25,000

DocuSigned by:  
  
4D28CC63DEBD416...  
Director of Capital Projects < \$50,000

DocuSigned by:  
  
9B93AE622844F8...  
Chief Service Development Officer < \$100,000

DocuSigned by:  
  
3A24FF48AD114EB...  
Executive Director > \$100,000

DocuSigned by:  
  
69BAAA9D7F448D...  
Procurement & Contracts Specialist review



**REVISED** August 25, 2022

**Grey Turner**  
**UTA**  
**669 West 200 South**  
**Salt Lake City, UT 84104**

Reference: SLC\_OP\_1 – 300 N Pedestrian Bridge  
 Subject: PCO #139 – Elevator Structure Paint and Steel Modifications – 300 N

Mr. Turner,

The information below and following capture the changes stemming from responses to RFI 87, 94, and 110. Granite is also assuming work will begin on these changes on August 29, 2022. Beyond this date, additional delay costs will be accrued.

Granite notified UTA that delay costs would begin accruing on April 29; delay costs from April 29 – August 29 have been removed from this change order.

The overhead rates in the change order table below vary slightly from the rates in the original estimate, as certain items have been removed. A table labeled “Granite Overhead Costs in Estimate” describes the indirect costs in detail.

Elevator Steel Modifications

Description	Quantity	UOM	Unit Rate	Extended
Paint Spec Change + Special Inspections	1	LS	\$ 185,453.50	\$ 185,453.50
Blasting & Paint Credit	1	LS	\$ (25,961.00)	\$ (25,961.00)
Steel Modifications	1	LS	\$ 191,074.00	\$ 191,074.00
Granite Overhead <i>reduced from 2.25 to 1</i>	<b>1</b>	MO	\$ 43,416.82	\$ <b>43,416.82</b>
Complete Overhead <i>discussed to lower to 1, but not willing due to cutting all delay costs</i>	<b>2.25</b>	MO	\$ 16,000.00	\$ <b>36,000.00</b>
Traffic Control	2.25	MO	\$ 11,497.50	\$ 25,869.38
QA/QC	2.25	MO	\$ 1,100.00	\$ 2,475.00
Public Involvement	2.25	MO	\$ 2,816.00	\$ 6,336.00
Erosion Control	2.25	MO	\$ 825.00	\$ 1,856.25
Elevator Storage	111	DY	\$ 100.00	\$ 11,100.00
RRPLI Extension	1	LS	\$ 1,500.00	\$ 1,500.00
<i>Subtotal</i>				\$ 479,119.95
<i>Bond</i>				\$ 2,395.60
<i>Markup (8%)</i>				\$ 38,521.24
<b><i>Steel Modification Subtotal</i></b>				\$ 520,036.79
<b><i>Delay Costs Subtotal</i></b>				\$ -
<b><i>GRAND TOTAL</i></b>				\$ <b>520,036.79</b>

DAP Amount

**UTAH OPERATIONS**

Warm Springs Office 1000 North Warm Springs Rd, Salt Lake City Utah 84116 • PO Box 30429, Salt Lake City, Utah 84130 • Phone 801-526-6000 • Fax 801-526-6091



Inclusions:

- scope of work per 09991M paint specification (dated 8/8/2022) & special inspections
- credit for original paint scope and blasting
- steel modifications from miscellaneous memos between Salt Lake City, UTA, and Design
  - additional welding to close openings
  - cut back upper roof overhang (per RFI 87)
  - removal of lower backer bars, which were left in place per email correspondence
- increase in schedule duration due to change in paint specification
  - baseline from schedule dated 2/2/2022 after pile change order schedule submittal
  - current schedule dated 8/15/2022 has final completion date of June 26, 2023
- elevator storage costs due to change in scope and schedule
- extension of railroad liability insurance, required to keep UTA ROW permit active

Exclusions:

- heating/cold weather protection for paint – additional cost will need to be evaluated for heating the structure if temperatures drop too low (per 09991M 3.6 B. 2. air and steel temperatures must be above 40 degrees, with < 85% relative humidity)

Please contact me with questions or concerns. Additional information is included on the following pages.

Sincerely,

Jessica Keane  
GRANITE CONSTRUCTION COMPANY  
Project Manager

---

**UTAH OPERATIONS**

Warm Springs Office 1000 North Warm Springs Rd, Salt Lake City Utah 84116 • PO Box 30429, Salt Lake City, Utah 84130 • Phone 801-526-6000 • Fax 801-526-6091

Monday, August 29, 2022 at 15:31:41 Mountain Daylight Time

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**Subject:** FW: Granite DAP

**Date:** Monday, August 29, 2022 at 3:10:45 PM Mountain Daylight Time

**From:** Turner, Grey (Mgr Civil Engineering & Design)

**To:** Smurthwaite, David (Project Controls), Hubrich, Hans (HNTB Contractor), Larsen, Gregg (Project Control Specialist), Shinall, Kristi (Program Development Contractor)

**CC:** Harbaugh, Jeremy (HNTB Contractor)

FYI. Please see the email below. Looks like Granite did talk to Complete about their OH. Instead of kicking the can down the road, we should just do the DAP for the \$520,036.79. Keep this version and make a revised version with this new dollar amount and change some of the language to reflect that. Sorry for the fire drill, again.

Grey

---

**From:** Wells, Eric <Eric.Wells@gcinc.com>

**Sent:** Monday, August 29, 2022 2:34 PM

**To:** Turner, Grey (Mgr Civil Engineering & Design) <GTurner@rideuta.com>; Green, Casey <Casey.Green@gcinc.com>

**Subject:** RE: Granite DAP

**This Message Is From an External Sender**

This message came from outside your organization.

CAUTION: This email originated outside of UTA. Do not click links or open attachments unless you recognize the sender and know the contents are safe.

Grey,

We need the DAP for the full \$520,036.79. In total Granite has taken out \$134,751 of actual delay overhead along with \$42,108 of additional time for added scope for a total of \$176,859 Granite overhead. Casey spoke to Complete and they need the \$36,000 for the additional scope overhead since we are not paying them the \$64,000 in delay overhead. The \$36,000 does not include added bond or markup just their cost. In all actuality we should have charged Granite overhead for the full 2.25 months since this is based on added scope. I thought we had agreed to the total \$520,036.79 and the action item was to follow up with Complete which we did, and they need the full amount as stated above due to the added scope, not the delay.

Keep in mind, added scope is the driver of the overhead which we (Granite) have relinquished to 1 month in lieu of 2.25, which I believe is more than fair seeing as we will have our people physically on-site for that extended time frame.

Eric

---

**From:** Turner, Grey (Mgr Civil Engineering & Design) <[GTurner@rideuta.com](mailto:GTurner@rideuta.com)>

**Sent:** Monday, August 29, 2022 12:33 PM



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/11/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Jaron Robertson, Acting Planning Director  
Shaina Quinn, IMS Program Manager

**TITLE:**

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**Promotional Fare Request: 2023 UTA On Demand Service**

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**AGENDA ITEM TYPE:**

Service or Fare Approval

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**RECOMMENDATION:**

Requesting the Board of Trustees authorize the Executive Director to strategically implement fare promotions and discounts (as outlined below) for UTA On Demand services to acquire new customers in South Davis County and Tooele County zones and stabilize growth and improve service quality in southern Salt Lake County and SLC Westside zones between January 1, 2023 and December 31, 2023.

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**BACKGROUND:**

UTA operates four microtransit zones - Southern Salt Lake County (SSL County), Salt Lake City Westside (SLC Westside), South Davis County, and Tooele County. Promotional and discount fare opportunities support UTA On Demand growth efforts by increasing ridership, building brand recognition, and creating community awareness for new service modes.

2022 fare promotions and discounts have been successful marketing tools for increasing ridership and attracting new users in the SSL County and SLC Westside zones. These UTA On Demand zones are currently experiencing record-breaking trip demand growth and exceeding monthly ridership targets. Innovative Mobility Solutions (IMS) does not anticipate providing fare promotions for these zones in 2023. However, the newly launched UTA On Demand zones, South Davis County and Tooele County, can benefit from continued fare promotions and discounts to attract and retain new ridership.

**Example 2022 Fare Promotions and Discounts**

- New Rider (First 10 Rides Free)
  - Referrals (\$5.00 Ride Credit)
-

## **Multi-rider Trial Fare (+1s)**

In January 2022, IMS in collaboration with the Fares team implemented a UTA On Demand +1 additional rider discount fare pilot to improve family/group booking experiences and service efficiencies. The multi-rider trial allows a user to book a ride for more than one person at no additional cost to improve service efficiencies and the user experience.

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### **DISCUSSION:**

The IMS department, in collaboration with the Communications team, is developing marketing strategies for 2023 with the following objectives:

- Acquire new customers in South Davis and Tooele Counties with New Rider Promotions
- Stabilize growth and prioritize sustainable, quality service in southern Salt Lake County and SLC Westside zones
- Maintain simplified booking for 2 or more riders with Multi-rider fare trial in all zones
- Continue rewarding customer advocates with referral credits in all zones

Fare promotions and discounts such as multi-rider +1 trial, referral credits, and new rider promos (in South Davis and Tooele County zones) are being considered as part of a comprehensive marketing strategy for UTA On Demand services in 2023, the type of fare promotion or discount offered to riders will be dependent upon a microtransit zone's current ridership and service quality KPIs. Staff estimates the financial impact of the proposed fare promotions to be about \$60,000 in fare revenue.

The IMS and Communications teams request flexibility within the outlined parameters to use promotions and discounts to achieve the stated objectives for on demand service. Staff will come back to the board to 1) periodically report on how the promotional efforts are going, and 2) make requests beyond the outlined parameters when needed.

UTA staff will provide an overview of the following:

- UTA On Demand fare structure and usage by type
  - 2022 fare promotions
  - Service growth in relation to fare promotions
  - Fiscal impact of 2022 fare promotions
  - 2023 planned fare promotions and fiscal impacts
- 

### **ALTERNATIVES:**

Do not approve the promotional fare request and require the project team to develop all marketing and promotions of the microtransit service without the use of fare promotions and discounts.

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### **FISCAL IMPACT:**

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- 2022 Fare Promotions: \$92,619 estimated
  - 2022 Multi-rider Trial: \$19,278 estimated
  - 2023 Estimated Impact Fare Promotions: \$27,786 (-70%)
  - 2023 Estimated Impact Multi-rider Trial: \$28,918 (+50%)
- 

**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/11/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
Cherryl Beveridge, Chief Operating Officer  
**PRESENTER(S):** Nichol Bourdeaux, Chief Planning and Engagement Officer  
Cherryl Beveridge, Chief Operating Officer

**TITLE:**

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**Complimentary Service: 2023 NBA All-Star Game Service Plan**

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**AGENDA ITEM TYPE:**  
Service or Fare Approval

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**RECOMMENDATION:**  
Approve the proposed UTA service plan in support of the 2023 NBA All-Star Game.

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**BACKGROUND:**  
The 2023 NBA All-Star Game and associated events will take place Friday February 17<sup>th</sup> through Sunday February 19<sup>th</sup>, 2023. This marks the 30<sup>th</sup> anniversary of the first NBA All-Star Game held in Salt Lake City in 1993 and will be the 72nd edition of the event. It is anticipated that the All-Star game will bring approximately 100,000 visitors to Salt Lake City over the course of February 14<sup>th</sup> through the 21<sup>st</sup>. In addition to the All-Star game, the NBA will host a series of basketball and hospitality events during this time. The primary location for these events will be Vivint Arena, the Salt Palace Convention Center, and Jon M. Huntsman Center. It is also anticipated that all Salt Lake City hotels will be booked with visiting guests for the All-Star Game. With 100,000 visitors coming to Salt Lake City, there is a significant need for increased transportation services throughout the city to ensure Utah residents and visiting guests can participate in events and games without reliance on cars.

UTA has partnered with Salt Lake City, the NBA, the Utah Jazz, the University of Utah, the Utah Department of Transportation, The Downtown Alliance, Visit Salt Lake, the Transportation Safety Administration, and several other entities to support the transportation needs of the community during the All-Star game. While the NBA has private transportation services to accommodate their credentialed guests, there is a strong community need to increase public transportation services for Utah residents, employees in the service and hospitality

industry, and visiting guests so they may support and participate in the All-Star games and associated events.

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**DISCUSSION:**

UTA staff will provide an overview of the following:

- The 2023 NBA All-Star Game and associated events
  - UTA Partner Coordination
  - UTA Internal Coordination
  - UTA Proposed Service Plan and Alternative Service Plans
  - UTA and Partner Communications Plans
- 

**ALTERNATIVES:**

Reject the proposed service plan in part or in full.

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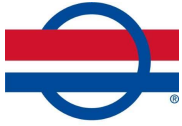
**FISCAL IMPACT:**

Proposed Service Plan Additional Service Hours:

- Bus: 1,068
  - TRAX: 1,108
  - FrontRunner: 110
  - Paratransit: 126
  - **Total Additional Hours: 2,324**
  - **Estimated Cost \$400,000-475,000**
  - **Budget Source, Existing Budget Authority**
- 

**ATTACHMENTS:**

None



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date:** 1/11/2023

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Kim Shanklin, Chief People Officer  
 Ann Green-Barton, Director Total Rewards

**TITLE:**

**Overview of UTA’s Total Rewards Package**

**AGENDA ITEM TYPE:**

Discussion

**RECOMMENDATION:**

Informational item for discussion

**BACKGROUND:**

UTA offers a robust Total Rewards package to help attract and retain its workforce.

**DISCUSSION:**

Throughout the year, UTA’s People Office brings contracts and policy updates to the Board of Trustees for approval. These items are often related to the agency’s Total Rewards Package for both administrative and bargaining unit employees. Providing an overview of the total package will provide context in advance of these items coming to the board throughout the year.

**ALTERNATIVES:**

N/A

**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

N/A



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 1/11/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Daniel Hofer, Director of Capital Assets and Project Controls  
Bill Greene, Chief Financial Officer

**TITLE:**

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**2023 Capital Budget Amendment #1**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

It is recommended that the Board approve this request to forward the proposed Capital Budget amendment to the Local Advisory Council for their consultation prior to the Board's final consideration to adopt the amendment and add these funds to the 2023 Budget and the 2023-2027 Capital Plan.

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**BACKGROUND:**

In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request is to supplement Project MSP185 (Ogden/Weber State University BRT) with \$11 million needed to complete delivery in 2023. This is a revenue backed request using funds committed from outside partners to this project. As this request will add appropriation authority to the 2023 Capital Budget, it will also need to go before the Local Advisory Council for consideration and recommendation to proceed.

Budget Amendment

This \$11M budget amendment request accomplishes two things.

1. Corrects a technical budget development error. The adopted budget understates the construction activity necessary to complete the project in 2023 by \$7.5 million. This unbudgeted amount is fully revenue backed and was erroneously assumed by the project team to be in the 2023 budget request. During the development of the capital plan, the expenditure authority request understated the non-UTA revenues dedicated to the project and therefore understated the budget authority needed in 2023

to complete the project.

2. Recognizes an opportunity to purchase two right of way parcels along the alignment. Right of way negotiations for sections of two properties along the alignment are at an impasse. During negotiations with the property owners, it became apparent that it would be in UTA's interest to buy these two parcels outright.

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**DISCUSSION:**

This project was approved by the Federal Transit Administration (FTA) with a cost of completion estimated at \$120 million. UTA was awarded a Small Starts Grant from the FTA in the amount of \$78 million. Subsequently additional federal funding in the amount of \$15 million was secured and awarded, bringing the overall federal participation in the project to \$93 million or 78 percent. Local funds (including Right-of-Way donations) in the amount of \$11.7 million were also secured, leaving UTA's funded share at \$15.3 million or 12.75%.

This existing and approved funding package is sufficient to fund the total 2023 budget amendment of \$11 million. It corrects the technical error and funds the purchase of two parcels along the alignment.

The effect of this amendment would be to increase the 2023 project budget from \$14,785,000 to a new total of \$25,785,000, allowing completion of project delivery in 2023. This would raise the overall lifetime project budget (not including donated right of way costs) from \$102.5 M to \$113.5 M.

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**ALTERNATIVES:**

These funds are necessary to complete the project in 2023 as anticipated. The alternative would result in a delay in the project.

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**FISCAL IMPACT:**

This request can be addressed by incorporating secured federal grant and local partner contributions. This will not have a negative impact on UTA's fund balance.

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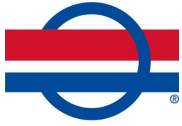
**ATTACHMENTS:**

2023 Capital Budget Amendment 1 - Attachment A

**UTAH TRANSIT AUTHORITY  
2023 CAPITAL BUDGET  
AMENDMENT 1**

**Exhibit A**

<u>Funding Sources</u>	<u>Adopted 2023 Budget</u>	<u>Capital Budget Amendment 1</u>	<u>Amended 2023 Capital Budget</u>
1 UTA Current Year Funding	\$ 134,242,000		\$ 134,242,000
2 Grants	120,700,000	8,580,000	129,280,000
3 Local Partner Contributions	11,509,000	2,420,000	13,929,000
4 State Contribution	10,695,000		10,695,000
5 Leasing	41,851,000	-	41,851,000
<b>6 Total Funding Sources</b>	<b>318,997,000</b>	<b>11,000,000</b>	<b>329,997,000</b>
<u>Expense</u>			
6 State of Good Repair	150,579,000		150,579,000
7 Mid Valley Connector	15,001,000		15,001,000
8 Ogden/Weber BRT	14,785,000	11,000,000	25,785,000
9 Depot District	12,001,000		12,001,000
10 TIGER Program of Projects	10,460,000		10,460,000
11 Front Runner Forward	3,880,000		3,880,000
12 Other Capital Projects	112,291,000		112,291,000
<b>13 Total Expense</b>	<b>\$ 318,997,000</b>	<b>\$ 11,000,000</b>	<b>\$ 329,997,000</b>



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:** 1/11/2023

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

**TITLE:**

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**Strategy Session to Discuss Collective Bargaining**

**AGENDA ITEM TYPE:**

Closed Session

**RECOMMENDATION:**

Approve moving to closed session for discussion of collective bargaining.

**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.

**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss collective bargaining