Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 12, 2024 **9:00 AM** **FrontLines Headquarters**

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**	Nichol Bourdeaux
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of May 22, 2024 Board Meeting Minutes	
6.	**Reports**	
	a. Executive Director Report - Strategic Plan Minute - Commendation - Andrew Bryson and Bruce Gaertner	Jay Fox
	b. Financial Report - April 2024	Brad Armstrong Gregory Andrews
7.	**Resolutions**	
	a. R2024-06-01 - Resolution Adopting the Ballpark Station Area Plan	Paul Drake Kayla Kinkead
	b. R2024-06-02 - Resolution Adopting the Midvale Center & Fort Union Station Area Plan	Paul Drake Kayla Kinkead
	c. R2024-06-03 - Resolution Adopting the West Jordan & Midvale Station Area Plan	Paul Drake Kayla Kinkead
	d. R2024-06-04 - Resolution Designating a Transit Oriented Development Site in Midvale, Utah	Paul Drake Nick Duerksen

e.	R2024-06-05 - Resolution Authorizing the Disposition of 4.096 Acres of Land at 5651 W. Old Bingham Highway in West Jordan, Utah to South Jordan City and Rocky Mountain Power for the Grandville Avenue Roadway Project	Paul Drake Spencer Burgoyne
f.	R2024-06-06 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects	Tracy Young Gregg Larsen
g.	R2024-06-07 - Resolution Authorizing (I) a Tender Offer for a Portion of the Authority's Outstanding Bonds and (II) the Issuance and Sale by the Authority of its Sales Tax Revenue Refunding Bonds in the Aggregate Principal Amount of Not to Exceed $650,000,000, a Portion of Which is Related to the Tender Offer; and Related Matters	Brian Baker Randall Larsen

8. Contracts, Disbursements and Grants

a.	Contract: On-Call Systems Maintenance and Repair Master Task Ordering Agreement (Rocky Mountain Systems Services)	Dean Hansen
b.	Contract: Clearfield Rail Trail Construction (Acme Construction Inc.)	Jared Scarbrough Jacob Wouden
c.	Contract: Bridge Inspection Professional Services (HDR Engineering, Inc.)	Grey Turner
d.	Change Order: Mid-Valley Express Bus Rapid Transit (MVX) Construction Change Order No. 1 - Authorization to Proceed No. 2 (Stacy and Witbeck, Inc)	Jared Scarbrough Andrea Pullos
e.	Change order: On-Call Infrastructure Maintenance Contract Task Order #24-015 - 3900 S TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)	Jared Scarbrough Jacob Wouden
f.	Change order: On-Call Infrastructure Maintenance Contract Task Order #24-018 - 5900 S TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)	Jared Scarbrough Jacob Wouden
g.	Ratification of FTA Disbursement	Eric Barrett

h. Pre-Procurements — Todd Mills
- Hydraulic Power Units for Light Rail Vehicles
- Maintenance Shop Supplies
- Drug and Alcohol Testing
- Occupational Medical Services
- Stray Current Monitoring and Mitigation
- Traffic Signal Maintenance
- Trip Planning App Service
- Bus Stop Flatwork Construction
- IT Research and Advisory Services

9. Service and Fare Approvals

a. Service Agreement: Trolley Bus Service Agreement (Layton City Corporation) — Camille Glenn

b. Fare Agreement: Special Events Agreement for Western Stampede Rodeo (City of West Jordan) — Jordan Eves

10. Budget and Other Approvals

a. TBA2024-06-01 - Technical Budget Adjustment - 2024 Capital Program — Daniel Hofer, Gregory Andrews

11. Discussion Items

a. UTA 2025-2029 Five-Year Service Plan Draft Network — Megan Waters, Eric Callison

b. TRAX Ambassador Pilot Program Update — Megan Waters, Doraleen Taulanga, Sierra Krippner

12. Other Business — Chair Carlton Christensen

a. Next Meeting: Wednesday, June 26th, 2024 at 9:00 a.m.

13. 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 or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - https://rideuta.legistar.com/Calendar.aspx
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.

- Use this link- https://rideuta.zoom.us/webinar/register/WN_189JRs-wSDSlDrERpgBw_w and follow the instructions to register for the meeting (you will need to provide your name and email address).
- Sign on to the Zoom meeting through the URL provided after registering
- Sign on 5 minutes prior to the meeting start time.
- Use the "raise hand" function in Zoom to indicate you would like to make a comment.
- Comments are limited to 3 minutes per commenter.

- Public Comment may also be given through alternate means. See instructions below.

  - Comment online at https://www.rideuta.com/Board-of-Trustees
  - Comment via email at boardoftrustees@rideuta.com
  - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - Comments submitted before 2:00 p.m. on Tuesday, June 11th will be distributed to board members prior to the meeting.

- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

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

TITLE:

Approval of May 22, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the May 22, 2024, Board of Trustees meeting

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 May 22, 2024 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/914621.html> and video feed is available through the UTA Public Meeting Portal. <https://rideuta.legistar.com/Calendar.aspx>

ATTACHMENTS:
1. 2024-05-22_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, May 22, 2024 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

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

Trustee Beth Holbrook delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment
No in person or virtual comment was given.

Online Comment
No online comment was received.

5. Consent

a. Approval of May 8, 2024 Board Meeting Minutes

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

6. Reports

a. Executive Director Report

- **May 12th TRAX Derailment**
- **Officer Ken Bush**
- **Sergeant Rich Clawson**

May 12th TRAX Derailment

Jay Fox, UTA Executive Director, reported on a TRAX train derailment that occurred on May 12, 2024, at Decker Lake and 3100 South. The train was comprised of a four-car consist and the fourth car derailed and slid into a catenary pole. Fortunately, no passengers were in the derailed car and no one on the train sustained injuries. Operations rerailed the car and took it to the Jordan River Rail Service Center for repairs. The catenary pole was replaced, and TRAX was back in service within 18 hours. The cause is under investigation, though it has been determined there was no issue with track integrity.

Officer Ken Bush
Fox stated Ken Bush, UTA Transit Police Officer IV, experienced a cardiac arrest while on the job. Two fellow officers were on scene and provided assistance. Officer Bush survived the incident and is recovering.

Sergeant Richard Clawson
Fox commented on the funeral services of Richard Clawson, UTA Police Sergeant. Clawson died as the result of a terminal illness.

Supplemental Service
Fox corrected a public statement he made during the May 8, 2024, board meeting that the Amalgamated Transit Union leadership was notified of the currently-posted supplemental service procurement before employees were notified. This was not accurate.

b. Investment Report - First Quarter 2024

Rob Lamph, UTA Comptroller, reported UTA investments in the first quarter of 2024 were performing at an average yield of 5.12%, which is slightly lower than the federal funds rate benchmark return rate of 5.33%.

Discussion ensued. Questions on anticipated interest rates at the federal level were posed by the board and answered by Lamph. Chair Christensen commented on the success of the investment portfolio.

7. Resolutions

a. R2024-05-03 - Resolution Approving and Reauthorizing the Transit Agency Safety Plan (TASP)

Sheldon Shaw, UTA Director of Safety & Security, was joined by David Wilkins, Assistant Attorney General.

Shaw reviewed general and reauthorization requirements for the TASP.

Discussion ensued. Questions on safety hotline usage and anticipated updates in the 2024 iteration of the TASP were posed by the board and answered by Shaw.

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

b. R2024-05-04 - Resolution Authorizing the Execution of a Cooperative Agreement with the Utah Department of Transportation for Grant Reimbursement for the Acquisition of Real Property in Weber County, Utah

Spencer Burgoyne, UTA Manager of Property Administration, was joined by Tracy Young, UTA Grants Director.

Burgoyne outlined the resolution, which authorizes the execution of a cooperative agreement with the Utah Department of Transportation (UDOT) for grant reimbursement for the acquisition of the Tinslee Meadows property in Harrisville, Utah. Specifically:

- In 2021, UTA was awarded $1.5 million in Surface Transportation Block Grant (STBG) funds for corridor preservation by the Wasatch Front Regional Council (WFRC)
- In 2022, WFRC reallocated UTA's Award from STBG Funds to Surface Transportation Program (STP) COVID Funds administered by UDOT
- UTA and WFRC identified 23.66 acres of land available for purchase at 400 West North Street in Harrisville for a future Business District Ogden (BDO) station site
- UTA purchased the Tinslee Meadows property with UTA funds for $1,656,200 and is seeking reimbursement of $1.5 million allocated from STP-COVID funds
- UTA and UDOT have prepared a cooperative reimbursement agreement to receive those funds

Discussion ensued. A question on the funding process 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

c. R2024-05-05 - Resolution Approving the Title VI Service and Fare Equity Analysis for August 2024 Change Day

Heather Barnum, UTA Chief Communications Officer, was joined by Alex Beim, UTA Manager of Long-Range Strategic Planning; Megan Waters, UTA Community Engagement Director; and Janelle Robertson, UTA Acting Planning Director.

Staff reviewed the resolution, which approves the Title VI service and fare equity analysis performed for changes to be implemented in August 2024, specifically:

- Regular fare will be implemented on the Utah Valley Express (UVX)

- Reduced fare income eligibility will be expanded to 200% of the poverty level
- The 20% discount on FAREPAY will be eliminated
- A new fare capping program will be implemented on FAREPAY, setting a daily and weekly maximum fare
- Routes 39, 201, and 218 will remain at their current level of service
- Route 606, which has been suspended, will be permanently discontinued

Staff then provided an overview of the public process associated with the changes, including public comment feedback themes.

Staff also reported on the Title VI equity analysis for the changes. With respect to the proposed service changes, there were three potential findings (one of disparate impact and two of disproportionate burden) for the continuation of service reductions on routes 39, 201, and 218, and two potential findings (one of disparate impact and one of disproportionate burden) for the discontinuation of service on route 606. UTA plans to restore frequency on routes 39 and 201 in April 2025.

Additionally, staff indicated there were two potential findings (one of disparate impact and one of disproportionate burden) on the implementation of a UVX fare. They said while the agency is making efforts to mitigate the adverse effects of this policy change, UTA has "substantial legitimate justification to proceed" to 1) maintain consistency in fare collection across the system, 2) avoid degradation of service through onboard fare collection, and 3) avoid significant costs associated with the purchase and deployment of ticket vending machines.

Discussion ensued. Questions on public comment themes, timing of planned community engagement and outreach, and impact of UVX fare change on non-pass holders were posed by the board and answered by staff. The board recommended including communication on low-income pass options in the community outreach efforts, evaluating the possibility of offering students short-term passes during times when their education passes are not active, and being thorough and specific in communications regarding the UVX fare change.

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

8. Contracts, Disbursements and Grants

a. Contract: Construction Services Agreement for Jordan River Bldg #2 Remodel (Paulsen Construction LLC)

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined David Osborn, UTA Project Manager III.

Osborn requested the board approve a $7,266,150.78 contract with Paulsen

Construction LLC for the remodel of Jordan River Building #2 and associated site improvements.

Discussion ensued. Questions on the structural integrity of the building, contingency, anticipated lifespan of updates, and building age were posed by the board and answered by Osborn.

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: Bus Camera System License (Tivitri Inc)

Cody Steffensen, UTA Video Security Supervisor, requested the board approve a $552,672 contract with Tivitri Inc for camera system software licenses.

Discussion ensued during which Steffensen clarified the cost center has been consolidated internally and the licensing is an annual cost.

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: On-Call Infrastructure Maintenance Contract Task Order #24-004 - FrontRunner Gap Filler Installation (Stacy and Witbeck, Inc.)

Jared Scarbrough was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager.

Wouden requested the board approve a $654,623 change order to the contract with Stacy and Witbeck, Inc. for the installation of gap filler on all FrontRunner station platform edges.

Discussion ensued. Questions on the need for gap filling, remaining installation efforts, and construction material integrity were posed by the board and answered by staff.

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-Call Infrastructure Maintenance Contract Task Order #24-014 - 7200 S Grade Crossing (Stacy and Witbeck, Inc.)

Jared Scarbrough was joined by Jacob Wouden.

Wouden requested the board approve a $422,166 change order to the contract with Stacy and Witbeck Inc. for the removal and replacement of the TRAX grade crossing located at 7200 South. (Note: Jay Fox reported during the May 8, 2024, board meeting that he issued a Direction or Authorization to Proceed, or DAP, for this grade crossing replacement project so the project could commence in the early morning hours of May 22, 2024.)

The total value for the contract with Stacy and Witbeck, Inc., including the two change orders addressed in this board meeting, is $38,011,625.

Discussion ensued. Questions on the traffic impacts of the replacement and construction timeline 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 ratified. The motion carried by a unanimous vote.

e. Contract: Sponsorship Agreement (GREENbike SLC Bike Share)

Hal Johnson, UTA Director of Innovative Mobility Solutions, requested the board approve a three-year, not-to-exceed $225,000 sponsorship agreement with GREENbike SLC Bike Share.

Discussion ensued. Questions on the nature of the sponsorship and GREENbike expansion plans were posed by the board and answered by Johnson.

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

f. Contract: HB322 (2022) Fund Transfers and Work Designation Agreement (UDOT)

Jared Scarbrough was joined by Janelle Robertson.

Scarbrough requested the board approve the HB322 (2022) Fund Transfers and Work Designation Agreement with the Utah Department of Transportation (UDOT).

Key components of the agreement for UTA include:

- The transfer of $51 million back to UDOT (this amount was transferred to UTA pursuant to a pass-through agreement executed in 2021 for double tracking strategic sections of the FrontRunner commuter rail system)
- The transfer of $3 million back to UDOT (this amount was transferred to UTA pursuant to pass-through agreement executed in 2021 for the Sharp-Tintic railroad consolidation project)

Key components of the agreement for UDOT include:

- The transfer of $1.25 million to UTA for the Point of the Mountain appropriation
- The transfer $3 million to UTA for the S-Line streetcar appropriation
- The transfer of $2.75 million to UTA for the Midvalley Express (MVX) Bus Rapid Transit (BRT) project appropriation

Staff then listed items that will be addressed in future agreements.

Discussion ensued. Questions on the timeframe for completing the future agreements were posed by the board and answered by staff.

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

g. Contract: FrontRunner Double Track Project Funding and Reimbursement Agreement (UDOT)

Jared Scarbrough was joined by Janelle Robertson.

Robertson requested the board approve the FrontRunner Double Track Project Funding and Reimbursement Agreement with UDOT.

Key components of the agreement include:

- Both parties will comply with the Federal Transit Administration (FTA) Master Agreement and FTA capital investment grants (CIG) program requirements
- UDOT is responsible for the fiscal management of the project
- UTA agrees to execute, to the extent of its legal authority, annual certifications and assurances
- UTA agrees that UDOT will rely on UTA to meet federal compliance obligations, particularly those made pursuant to any full funding grant agreement
- Both parties agree that during the period commencing on the effective date of the pass-through agreement executed in 2021, and ending on the project development approval date, UTA incurred expenses for the project that would be eligible for reimbursement from state funds awarded for the project
- Both parties agree that UDOT and state and federal regulators that have authority in connection with the project, each have the right to audit all cost records and accounts of UTA pertaining to the project in accordance with their auditing procedures
- UTA will retain complete and readily accessible records

Discussion ensued. Questions on reimbursement requirements, cost estimates, and agreement term were posed by the board and answered by Robertson.

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

h. Contract: Pass-Through Funds Agreement for Designated Work - FrontRunner Extension to Payson (UDOT)

Jared Scarbrough was joined by Janelle Robertson.

Robertson requested the board approve the Pass-Through Fund Agreement for Designated Work - FrontRunner Extension to Payson with UDOT.

Key components of the agreement include:

- UDOT will transfer $5 million in funds to UTA in four quarterly installments beginning June 1, 2024, and extending through March 1, 2025 ($1.25 million will be paid in each installment)
- UTA will spend 100% of the funds by December 31, 2028
- The funds will be used to complete the alternatives analysis, project scope, National Environmental Policy Act (NEPA) documentation in coordination with the FTA, 30% design, 25% Union Pacific design, advanced right of way acquisitions, and funding options evaluations
- The project objective is to extend the existing FrontRunner system to Payson City in the same approximate rail corridor that UTA currently owns
- There are 3 stations identified in Springville, Spanish Fork, and Payson cities
- A light maintenance facility location will be identified
- UTA is subject to UDOT oversight and supervisory responsibility
- UTA will provide written report of the project status by the completion of the project
- UTA will provide UDOT with a final itemized written report detailing expenditures of funds
- UTA may be responsible to submit reports or respond to inquiries from the Utah State Legislature and Governor's Office and respond to requests for information about the project funds

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

Chair Christensen called for a recess at 10:36 a.m.

The meeting reconvened at 10:46 a.m.

9. Service and Fare Approvals

a. Fare Agreement: Special Events Agreement (Utah Asian Festival)

Jordan Eves, UTA Manager of Fare Strategy, requested the board approve a special events agreement valued at $3,000 with the Utah Asian Festival. UTA will partner with the Utah Asian Festival to provide complimentary ticket-as-fare to event attendees on June 8, 2024. In exchange, the Utah Asian Festival agrees to provide in-kind marketing to UTA.

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

b. Fare Agreement: Special Events Agreement (Utah Pride Center)

Jordan Eves requested the board approve a special events agreement with the Utah Pride Center. UTA will partner with the Utah Pride Center to provide complimentary ticket-as-fare, valued at $26,000, to the Pride Festival on June 1-2, 2024. In exchange,

the Utah Pride Center agrees to provide an in-kind "Topaz" sponsorship, valued at $60,000, to UTA.

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

10. Discussion Items

a. Issuance and Sale of the Authority's Sales Tax Revenue Refunding Bonds

Viola Miller, Chief Financial Officer, was joined by Rob Lamph and Brian Baker with Zions Public Securities.

Baker discussed unique financial market conditions that may allow UTA to refinance all or a portion of its Build America Bonds (BABs) to achieve savings and reduce risk. The market conditions may also allow the agency to execute a bond tender refunding certain additional outstanding bonds to improve results. Benefits to UTA include risk reduction, debt service savings, future optionality, and lower overall debt. Refunding all outstanding Series 2009B and 2010 BABs would result in an aggregate debt service cash flow savings of approximately $4.4 million.

Discussion ensued. Questions on the potential for litigation, State of Utah plans for its BABs, and transaction timeline were posed by the board and answered by staff.

11. Other Business

a. Next Meeting: Wednesday, June 12th, 2024 at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:08 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at https://www.utah.gov/pmn/sitemap/notice/914621.html for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/298?view_id=1&redirect=true.

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

Approved Date:

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Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

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

TITLE:

Executive Director Report

- **Strategic Plan Minute**
- **Commendation - Andrew Bryson and Bruce Gaertner**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Jay Fox, Executive Director, will provide the following:

- Strategic Plan Minute
- Commendation - Andrew Bryson and Bruce Gaertner (Cherryl Beveridge, Chief Dalan Taylor)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer Brad Armstrong, Director, Budget & Financial Strategy Greg Andrews, Senior Capital Budget Analyst

TITLE:

Financial Report - April 2024

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

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 April 2024 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided are the monthly Board Dashboard which summarizes key information from the April 2024 Monthly Financial Statements.

DISCUSSION:
At the June 12, 2024, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.

ALTERNATIVES:
n/a

FISCAL IMPACT:
n/a

ATTACHMENTS:
- April 2024 Board Dashboard
- April 2024 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: April 30, 2024

Financial Metrics	**Apr Actual**	**Apr Budget**	***Fav / (Unfav)***	***%***	**YTD Actual**	**YTD Budget**	***Fav / (Unfav)***	***%***
Sales Tax **(Mar '24 mm $)**	$ 39.4	$ 44.7	*$ (5.31)*	*-11.9%*	$ 117.6	$ 115.2	*$ 2.40*	*2.1%*
Fare Revenue (mm)	$ 3.0	$ 3.0	*$ 0.04*	*1.2%*	$ 13.4	$ 11.3	*$ 2.12*	*18.7%*
Operating Exp (mm)	$ 31.7	$ 35.5	*$ 3.79*	*10.7%*	$ 129.3	$ 141.7	*$ 12.36*	*8.7%*
Subsidy Per Rider (SPR)	$ 8.19	$ 10.78	*$ 2.59*	*24.0%*	$ 8.68	$ 10.78	*$ 2.10*	*19.5%*
UTA Diesel Price ($/gal)	$ 2.59	$ 4.03	*$ 1.44*	*35.6%*	$ 2.74	$ 4.03	*$ 1.29*	*32.0%*
Operating Metrics	**Apr Actual**	**Apr-23**	***F / (UF)***	***%***	**YTD Actual**	**YTD 2023**	***F / (UF)***	***%***
Ridership (mm)	3.50	2.69	*0.8*	*30.1%*	13.35	11.05	*2.3*	*20.8%*

Energy Cost by Type (Monthly Avg YTD)	
Diesel Bus (Cost per Mile)	$ 0.50
Diesel CR (Cost per Mile)	$ 4.34
Unleaded Gas (Cost per Mile)	$ 0.32
CNG (Cost per Mile)	$ 0.26
Bus Propulsion Power (Cost per Mile)	$ 0.91
TRAX Propulsion Power (Cost per Mile)	$ 0.79

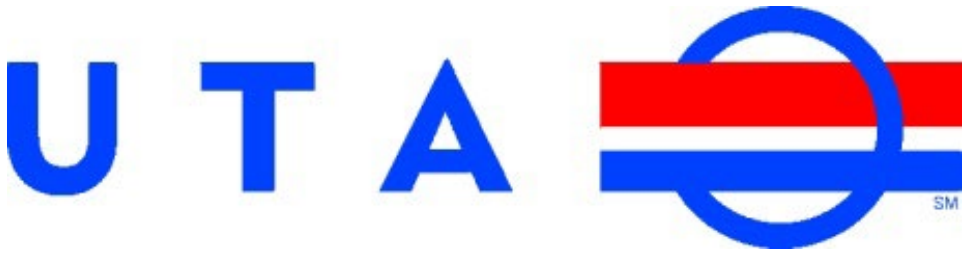
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

April 30, 2024



BUDGET TO ACTUAL REPORT EXHIBIT 1-4
(UNAUDITED)
As of April 30, 2024

CURRENT MONTH

		ACTUAL Apr-24	BUDGET Apr-24		VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE					
1	Passenger Revenue	$ (3,044,525)	$ (3,008,647)		$ 35,878	1%
2	Advertising Revenue	(181,667)	(200,000)		(18,333)	-9%
3	**TOTAL OPERATING REVENUE**	**$ (3,226,192)**	**$ (3,208,647)**		**$ 17,544**	**1%**
	OPERATING EXPENSE					
4	Bus Service	$ 11,181,280	11,908,241		$ 726,960	6%
5	Commuter Rail	2,398,945	2,728,526		329,581	12%
6	Light Rail	3,611,854	4,013,356		401,502	10%
7	Maintenance of Way	1,771,280	1,807,888		36,608	2%
8	Paratransit Service	2,332,178	2,409,785		77,607	3%
9	RideShare/Van Pool Services	200,217	334,294		134,077	40%
10	Microtransit	1,157,051	1,079,048		(78,003)	-7%
11	Operations Support	5,087,370	5,494,431		407,061	7%
12	Administration	3,950,432	5,704,469	#	1,754,037	31%
13	Non-Departmental	-	-		-	
14	**TOTAL OPERATING EXPENSE**	**$ 31,690,608**	**$ 35,480,038**		**$ 3,789,431**	**11%**
15	**NET OPERATING (INCOME) LOSS**	**$ 28,464,416**	**$ 32,271,391**		**$ 3,806,975**	**-12%**
	NON-OPERATING EXPENSE (REVENUE)					
16	Investment Revenue	$ (2,247,577)	$ (468,750)		$ 1,778,827	379%
17	Sales Tax Revenue	(40,251,250)	(34,899,728)		5,351,522	15%
18	Other Revenue	(686,737)	(1,200,000)		(513,263)	-43%
19	Fed Operations/Preventative Maint. Revenue	6,263	(8,000,000)		(8,006,263)	-100%
20	Bond Interest	6,069,913	6,542,537		472,624	7%
21	Bond Interest UTCT	148,357	144,141		(4,216)	-3%
22	Bond Cost of Issuance/Fees	-	6,500		6,500	100%
23	Lease Interest	-	237,592		237,592	100%
24	Sale of Assets	(41,750)	-		41,750	
25	**TOTAL NON-OPERATING EXPENSE (REVENUE)**	**$ (37,002,781)**	**$ (37,637,708)**		**$ (634,927)**	**-2%**
26	**CONTRIBUTION TO RESERVES**	**$ 8,538,365**	**$ 5,366,317**			

BUDGET TO ACTUAL REPORT BY CHIEF EXHIBIT 1-4A
(UNAUDITED)
As of April 30, 2024

CURRENT MONTH

		ACTUAL Apr-24	BUDGET Apr-24	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE				
1	Board of Trustees	$ 277,698	$ 280,866	$ 3,168	1%
2	Executive Director	326,574	534,213	207,639	39%
3	Chief Communication Officer	220,474	330,058	109,584	33%
4	Chief Planning and Engagement Officer	2,000,374	1,957,956	(42,418)	-2%
5	Chief Finance Officer	1,155,545	1,691,496	535,951	32%
6	Chief Operating Officer	24,522,668	26,540,399	2,017,731	8%
7	Chief People Officer	1,008,794	1,001,182	(7,612)	-1%
8	Chief Development Officer	397,978	627,333	229,355	37%
9	Chief Enterprise Strategy Officer	1,780,504	2,516,535	736,031	29%
10	Non-Departmental	-	-	-	
11	**TOTAL OPERATING EXPENSE**	**$ 31,690,609**	**$ 35,480,038**	**$ 3,789,429**	**11%**

YEAR TO DATE

		ACTUAL Apr-24	BUDGET Apr-24	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE				
12	Board of Trustees	$ 1,046,383	$ 1,123,464	$ 77,081	7%
13	Executive Director	1,481,418	2,137,602	656,184	31%
14	Chief Communication Officer	927,627	1,399,670	472,043	34%
15	Chief Planning and Engagement Officer	5,028,566	7,674,260	2,645,694	34%
16	Chief Finance Officer	4,660,086	6,766,714	2,106,628	31%
17	Chief Operating Officer	102,370,882	106,368,009	3,997,127	4%
18	Chief People Officer	3,905,550	3,999,244	93,694	2%
19	Chief Devlopment Officer	1,892,736	2,509,332	616,596	25%
20	Chief Enterprise Strategy Officer	7,955,594	9,679,913	1,724,319	18%
21	Non-Departmental	-	-	-	
22	**TOTAL OPERATING EXPENSE**	**$ 129,268,842**	**$ 141,658,208**	**$ 12,389,366**	**9%**

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of April 30, 2024

EXHIBIT 1-5

YEAR TO DATE

		ACTUAL Apr-24	BUDGET Apr-24	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE				
1	Passenger Revenue	$ (13,429,667)	$ (11,310,122)	$ 2,119,545	19%
2	Advertising Revenue	(568,667)	(800,000)	(231,333)	-29%
3	**TOTAL OPERATING REVENUE**	**$ (13,998,334)**	**$ (12,110,122)**	**$ 1,888,212**	**16%**
	OPERATING EXPENSE				
4	Bus Service	$ 46,564,856	$ 47,954,125	$ 1,389,269	3%
5	Commuter Rail	9,646,719	10,857,798	1,211,079	11%
6	Light Rail	15,612,233	16,009,843	397,610	2%
7	Maintenance of Way	7,012,631	7,240,639	228,008	3%
8	Paratransit Service	9,399,415	9,602,442	203,027	2%
9	RideShare/Van Pool Services	984,098	1,337,176	353,078	26%
10	Microtransit	2,287,463	4,316,192	2,028,729	47%
11	Operations Support	21,666,770	21,885,194	218,424	1%
12	Administration	16,124,658	22,454,799	6,330,141	28%
13	Non-Departmental	-	-	-	
14	**TOTAL OPERATING EXPENSE**	**$ 129,298,843**	**$ 141,658,208**	**$ 12,359,365**	**9%**
15	**NET OPERATING (INCOME) LOSS**	**$ 115,300,509**	**$ 129,548,086**	**$ 14,247,577**	**11%**
	NON-OPERATING EXPENSE (REVENUE)				
16	Investment Revenue	$ (24,919,490)	$ (1,875,000)	$ 23,044,490	1229%
17	Sales Tax Revenue	(157,842,068)	(150,132,011)	7,710,057	5%
18	Other Revenue	(2,801,931)	(4,800,000)	(1,998,069)	-42%
19	Fed Operations/Preventative Maint. Revenue	38,295	(24,000,000)	(24,038,295)	-100%
20	Bond Interest	24,279,653	26,314,290	2,034,638	8%
21	Bond Interest UTCT	593,428	576,564	(16,864)	-3%
22	Bond Cost of Issuance/Fees	45,150	22,550	(22,600)	-100%
23	Lease Interest	503,803	950,369	446,566	47%
24	Sale of Assets	(133,325)	-	133,325	
25	**TOTAL NON-OPERATING EXPENSE (REVENUE)**	**$ (160,236,485)**	**$ (152,943,237)**	**$ 7,293,248**	**5%**
26	**CONTRIBUTION TO RESERVES**	**$ 44,935,976**	**$ 23,395,152**		

CAPITAL PROJECTS
(UNAUDITED)
As of April 30, 2024

EXHIBIT 1-6

		2024 ACTUAL	ANNUAL BUDGET	PERCENT
	EXPENSES			
1	REVENUE AND NON-REVENUE VEHICLES	$ 21,844,128	$ 56,950,000	38.4%
2	INFORMATION TECHNOLOGY	6,527,396	21,515,000	30.3%
3	FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,907,355	15,768,000	12.1%
4	CAPITAL PROJECTS	10,282,592	88,148,000	11.7%
5	STATE OF GOOD REPAIR	1,531,141	55,611,000	2.8%
6	DEPOT DISTRICT	17,915	1,000,000	1.8%
7	OGDEN/WEBER STATE BRT	126,394	5,600,000	2.3%
8	TIGER	(1,869,283)	0	#DIV/0!
9	**TOTAL**	**$ 40,367,637**	**$ 244,592,000**	**16.5%**
	REVENUES			
10	GRANT	$ 1,090,943	$ 59,152,000	1.8%
11	STATE CONTRIBUTION	1,648,587	13,447,000	12.3%
12	LEASES (PAID TO DATE)		27,234,000	0.0%
13	BONDS		6,330,000	0.0%
14	LOCAL PARTNERS	421,065	8,861,000	4.8%
15	UTA FUNDING	37,207,041	129,568,000	28.7%
16	**TOTAL**	**$ 40,367,637**	**$ 244,592,000**	**16.5%**

FAREBOX RECOVERY & SPR EXHIBIT 1-7
(UNAUDITED)
As of April 30, 2024

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Apr-24	**Apr-23**	**2024**	**2023**
UTA				
Fully Allocated Costs	31,690,609	32,876,843	129,298,845	124,519,950
Passenger Farebox Revenue	3,044,525	3,619,736	13,429,667	12,191,743
Passengers	3,497,491	2,687,930	13,346,211	11,051,812
Farebox Recovery Ratio	9.6%	11.0%	10.4%	9.8%
Actual Subsidy per Rider	$8.19	$10.88	$8.68	$10.16
BUS SERVICE				
Fully Allocated Costs	15,697,089	16,321,909	65,450,871	62,021,568
Passenger Farebox Revenue	1,413,202	1,429,880	5,419,246	5,318,806
Passengers	1,672,877	1,419,549	6,699,242	5,874,693
Farebox Recovery Ratio	8.7%	16.8%	8.7%	20.8%
Actual Subsidy per Rider	$8.91	$4.99	$33.46	$13.11
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,125,068	8,592,987	29,880,661	31,958,734
Passenger Farebox Revenue	732,144	672,706	2,586,316	2,294,935
Passengers	1,260,782	776,060	4,461,484	3,245,312
Farebox Recovery Ratio	10.3%	7.8%	8.7%	7.2%
Actual Subsidy per Rider	$5.07	$10.21	$23.75	$36.17
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,569,920	3,870,847	18,749,891	15,908,117
Passenger Farebox Revenue	494,667	402,338	1,788,366	1,503,447
Passengers	337,515	279,293	1,315,700	1,151,288
Farebox Recovery Ratio	10.8%	10.4%	9.5%	9.5%
Actual Subsidy per Rider	$12.07	$12.42	$51.89	$48.08
MICROTRANSIT				
Fully Allocated Costs	1,267,793	861,058	2,750,452	2,743,399
Passenger Farebox Revenue	14,975	43,247	108,107	150,300
Passengers	46,570	30,825	180,036	122,958
Farebox Recovery Ratio	1.2%	5.0%	3.9%	5.5%
Actual Subsidy per Rider	$26.90	$26.53	$55.68	$75.36
PARATRANSIT				
Fully Allocated Costs	2,471,937	2,551,858	9,997,399	9,326,668
Passenger Farebox Revenue	59,312	751,407	2,214,491	1,620,030
Passengers	84,939	67,648	320,573	275,543
Farebox Recovery Ratio	2.4%	29.4%	22.2%	17.4%
Actual Subsidy per Rider	$28.40	$26.61	$97.47	$101.34
RIDESHARE				
Fully Allocated Costs	558,800	678,184	2,469,567	2,561,464
Passenger Farebox Revenue	330,225	320,157	1,313,141	1,304,225
Passengers	94,808	114,555	369,176	382,018
Farebox Recovery Ratio	59.1%	47.2%	53.2%	50.9%
Actual Subsidy per Rider	$2.41	$3.13	$12.61	$13.23

FAREBOX RECOVERY & SPR EXHIBIT 1-8
(UNAUDITED)
As of April 30, 2024

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Apr-24	**Apr-23**	**2024**	**2023**
FULLY ALLOCATED COSTS				
Bus Service	$15,697,089	$16,321,909	$65,450,871	$62,021,568
Light Rail Service	$7,125,068	$8,592,987	$29,880,661	$31,958,734
Commuter Rail Service	$4,569,920	$3,870,847	$18,749,891	$15,908,117
Microtransit	$1,267,793	$861,058	$2,750,452	$2,743,399
Paratransit	$2,471,937	$2,551,858	$9,997,399	$9,326,668
Rideshare	$558,800	$678,184	$2,469,567	$2,561,464
UTA	**$31,690,608**	**$32,876,843**	**$129,298,841**	**$124,519,950**
PASSENGER FAREBOX REVENUE				
Bus Service	$1,413,202	$1,429,880	$5,419,246	$5,318,806
Light Rail Service	$732,144	$672,706	$2,586,316	$2,294,935
Commuter Rail Service	$494,667	$402,338	$1,788,366	$1,503,447
Microtransit	$14,975	$43,247	$108,107	$150,300
Paratransit	$59,312	$751,407	$2,214,491	$1,620,030
Rideshare	$330,225	$320,157	$1,313,141	$1,304,225
UTA	**$3,044,525**	**$3,619,736**	**$13,429,667**	**$12,191,743**
PASSENGERS				
Bus Service	1,672,877	1,419,549	6,699,242	5,874,693
Light Rail Service	1,260,782	776,060	4,461,484	3,245,312
Commuter Rail Service	337,515	279,293	1,315,700	1,151,288
Microtransit	46,570	30,825	180,036	122,958
Paratransit	84,939	67,648	320,573	275,543
Rideshare	94,808	114,555	369,176	382,018
UTA	**3,497,491**	**2,687,930**	**13,346,211**	**11,051,812**
FAREBOX RECOVERY RATIO				
Bus Service	8.7%	16.8%	8.7%	20.8%
Light Rail Service	10.3%	7.8%	8.7%	7.2%
Commuter Rail Service	10.8%	10.4%	9.5%	9.5%
Microtransit	1.2%	5.0%	3.9%	5.5%
Paratransit	2.4%	29.4%	22.2%	17.4%
Rideshare	59.1%	47.2%	53.2%	50.9%
UTA	9.6%	11.0%	10.4%	9.8%
ACTUAL SUBSIDY PER RIDER				
Bus Service	$8.91	$4.99	$33.46	$13.11
Light Rail Service	$5.07	$10.21	$23.75	$36.17
Commuter Rail Service	$12.07	$12.42	$51.89	$48.08
Microtransit	$26.90	$26.53	$55.68	$75.36
Paratransit	$28.40	$26.61	$97.47	$101.34
Rideshare	$2.41	$3.13	$12.61	$13.23
UTA	$8.19	$10.88	$8.68	$10.16

SUMMARY OF ACCOUNTS RECEIVABLE EXHIBIT 1-9
(UNAUDITED)
As of April 30, 2024

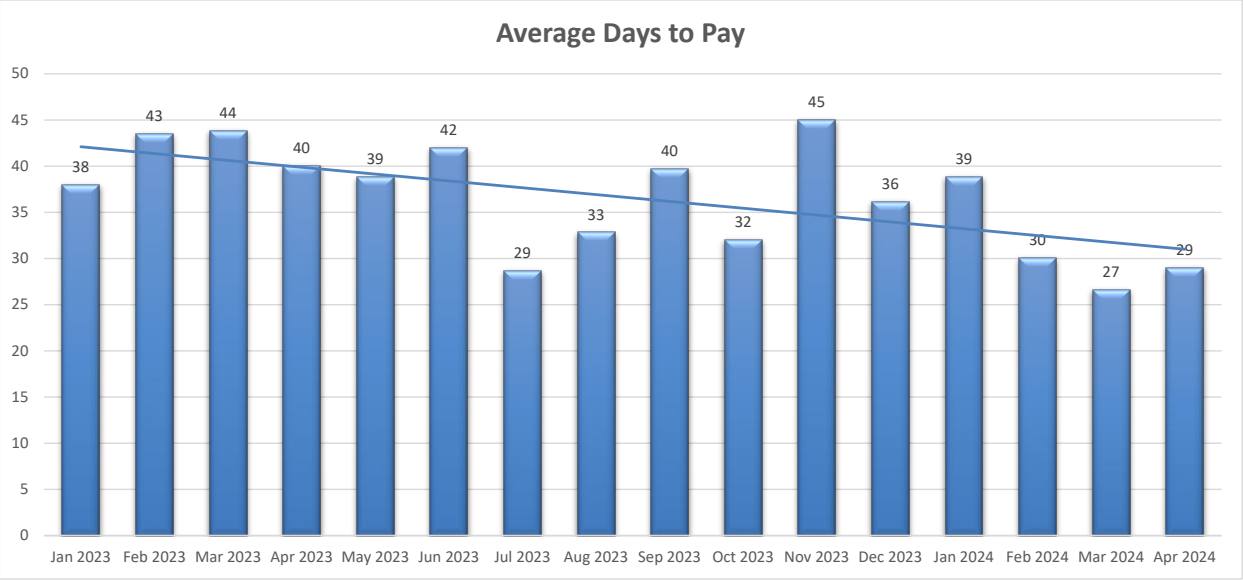
	Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1	Federal Grants Government [1]	$ 1,436,887	$ 1,436,887	-	-	-	-
2	Sales Tax Contributions	77,216,051	40,251,250	$ 36,964,801	-	-	-
3	Warranty Recovery	2,355,854	2,355,854	-	-	-	-
4	Build America Bond Subsidies	7,153,114	785,525	785,525	$ 785,525	$ 785,525	$ 4,011,014
5	Product Sales and Development	2,032,890	685,294	23,073	791,051	45,607	487,865
6	Pass Sales	(52,983)	107,607	40,518	(2,593)	2,012	(200,527)
7	Property Management	78,803	59,382	4,518	1,424	9,000	4,479
8	Vanpool/Rideshare	134,225	72,529	39,164	5,513	8,715	8,303
9	Salt Lake City Agreement	523,919	523,919	-	-	-	-
10	Planning	-	-	-	-	-	-
11	Capital Development Agreements	13,562,405	-	250,000	-	75,000	13,237,405
12	Other	12,940,717	7,340	-	1,297	-	350,007
13	**Total**	**$ 117,381,881**	**$ 46,285,588**	**$ 38,107,599**	**$ 1,582,217**	**$ 925,859**	**$ 17,898,545**
	Percentage Due by Aging						
14	Federal Grants Government [1]		100.0%	0.0%	0.0%	0.0%	0.0%
15	Sales Tax Contributions		52.1%	47.9%	0.0%	0.0%	0.0%
16	Warranty Recovery		100.0%	0.0%	0.0%	0.0%	0.0%
17	Build America Bond Subsidies		11.0%	11.0%	11.0%	11.0%	56.1%
18	Product Sales and Development		33.7%	1.1%	38.9%	2.2%	24.0%
19	Pass Sales		-203.1%	-76.5%	4.9%	-3.8%	378.5%
20	Property Management		75.4%	5.7%	1.8%	11.4%	5.7%
21	Vanpool/Rideshare		54.0%	29.2%	4.1%	6.5%	6.2%
22	Salt Lake City Agreement		100.0%	0.0%	0.0%	0.0%	0.0%
23	Planning						
24	Capital Development Agreements		0.0%	1.8%	0.0%	0.6%	97.6%
25	Other		0.1%	0.0%	0.0%	0.0%	2.7%
26	**Total**		**39.4%**	**32.5%**	**1.3%**	**0.8%**	**15.2%**

[1] Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER $200,000
FROM MARCH 1, 2024 THROUGH MARCH 31, 2024
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description		Contract Date	Vendor	Check #	Date	Check Total
2033993	ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	898999	4/4/2024	(220,699.67)
2203566	MKV20-System	6/3/2020	SCHEIDT & BACHMANN USA, INC.	899002	4/4/2024	(751,401.00)
2006719	40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	899003	4/4/2024	(1,527,497.60)
R2023-04-08	Pension Contribution	4/26/2023	Cambridge Associates, LLC.	381950	4/4/2024	(1,196,957.91)
R2023-04-08		4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	381976	4/4/2024	(325,757.27)
SLCo MOA	VSL Skibus 2023	3/27/2024	Salt Lake County	382043	4/11/2024	(320,000.00)
2033993	ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	899069	4/11/2024	(229,326.56)
2033993	ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	899069	4/11/2024	(414,774.54)
R2023-04-08		4/26/2023	Cambridge Associates, LLC.	382113	4/18/2024	(1,196,645.48)
R2023-04-08		4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	382141	4/18/2024	(326,268.75)
R2023-04-08		4/26/2023	ROCKY MOUNTAIN POWER	382192	4/18/2024	(419,259.41)
182595	Lease Buyout payment #1	3/28/2024	MICHELIN NORTH AMERICAN , INC.	899242	4/25/2024	(226,522.71)
HB-322	Rail Car acquisition	5/1/2022	Utah Dept of Transportation (U	899248	4/30/2024	(5,000,000.00)



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Paul Drake, Director Real Estate & TOC
	Kayla Kinkead, TOC Predevelopment Supervisor

TITLE:

R2024-06-01 - Resolution Adopting the Ballpark Station Area Plan

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2024-06-01 to adopt the Ballpark Station Area Plan

BACKGROUND:
In 2022, HB462 legislation mandated all cities with a fixed-guideway public transit station (rail or BRT) to develop and certify a Station Area Plan. Station Area Plans are intended to promote shared objectives of 1) increasing housing availability and affordability, 2) enhancing access to opportunities, 3) promoting sustainable environmental conditions, and 4) increasing transportation choices and connections. Supported by UTA, Station Area Plans are led by municipal staff to ensure a shared vision, that City regulations allow for transit-supportive uses, and key steps are identified for Station Area Plan implementation. The Ballpark Station Area Plan was formally adopted by Salt Lake City Council and certified by the Wasatch Front Regional Council (WFRC) in 2022 and 2023, respectively.

DISCUSSION:
Salt Lake City, in coordination with UTA and WFRC, initiated the Ballpark Station Area Plan to guide future development to support the livability of the area and to support the future growth in residential, office, restaurant, and retail uses. Major goals outlined in the Station Area Plan include 1) creating a new Ballpark neighborhood specific Transit Supportive Zone, 2) reconfiguring the Ballpark TRAX station to improve accessibility, 3) improving the 1300 South corridor for pedestrians, 4) creating a sense of place at and around the Ballpark stadium, 5) repurposing parking lots and underutilized properties to add activity to the neighborhood, and 6) investing in community amenities and green space to balance density with critical livability factors.

ALTERNATIVES:

Amendment to the Station Area Plan may be recommended to Salt Lake City. Refinements specific to UTA's property may be addressed in future UTA Master Development Plans or Agreements. Any changes to the SAP will require City approval. Without Board of Trustees adoption, UTA may not pursue development of its property within the Ballpark station area.

FISCAL IMPACT:

There is no fiscal impact to UTA. The proposed Ballpark Station Area Plan will better position UTA and Salt Lake City to coordinate redevelopment of the station area. This aligned coordination will promote future transit-oriented development in an efficient and fiscally responsible manner.

ATTACHMENTS:

Resolution R2024-06-01, including the following exhibit:

- Ballpark Station Area Plan

DocuSign Envelope ID: B86CC06D-479C-4269-8522-E413455C39D9

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE UTAH TRANSIT AUTHORITY
ADOPTING THE BALL PARK STATION AREA PLAN

R2024-06-01 June 12, 2024

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

WHEREAS, the Authority's Board of Trustees (the "Board") has adopted Board of Trustees Policy 5.1 – Transit-Oriented Development (the "Policy"); and

WHEREAS, the Policy requires the Authority to establish Station Area Plans in collaboration with applicable municipalities; and

WHEREAS, a Station Area Plan was completed for the Ball Park Station in Salt Lake City, Utah ("Station Area Plan"); and

WHEREAS, on May 22, 2024, the Local Advisory Council reviewed and approved for recommendation to the Board the Station Area Plan; and

WHEREAS, the Board finds it is in the best interest of the Authority and the applicable municipality to adopt the Station Area Plan for the Ball Park Station.

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

1. That the Station Area Plan is hereby adopted for the Ball Park Station, attached as Exhibit A.

Approved and adopted on this June 12, 2024.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSign Envelope ID: B86CC06D-479C-4269-8522-E413455C39D9

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...

_____
Legal Counsel

DocuSign Envelope ID: B86CC06D-479C-4269-8522-E413455C39D9

Exhibit A

Ball Park Station Area Plan

BALLPARK

STATION AREA PLAN

Prepared by Salt Lake City in partnership with Wasatch Front
Regional Council and the Utah Transit Authority

ACKNOWLEDGEMENTS

STEERING COMMITTEE

Amy Hawkins, Resident, Ballpark Community Council

Bryan Kinneburg, Salt Lake Bees

Ciara Combs, Resident

Dave Morris, Business Owner, Piper Down Pub

Dennis Faris, Volunteers of America

Jennifer Luft, Resident

Jonathan Foulk, Utah Pride Center

Marc Amicone, Salt Lake Bees

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EXECUTIVE SUMMARY

Salt Lake City's Ballpark Neighborhood is home to several community assets including the Smith's Ballpark, home to the Los Angeles Angels AAA ballclub – the Salt Lake Bees, the Ballpark light rail station, several social service agencies, and the nearby Salt Lake Community College downtown campus. Throughout its history, the neighborhood has been home to the Ballpark at the corner of Main Street and 1300 South. Baseball has been a cornerstone for this area for more than 100 years. In 1993, Salt Lake City partnered with Salt Lake County and private entities to construct a new field and ballpark stadium to replace the structure that was originally built in 1915 and reconstructed in 1947 after a fire. The 1993 rebuild provided a state-of-the-art minor league stadium. A refresh and update of the stadium to current standards is now required.

The Ballpark Neighborhood is adjacent to downtown, diverse, and growing. The area, which until recent years, was characterized by older, affordable single-family neighborhoods, light industrial uses, and big box stores is experiencing considerable development pressure. The pressure is expected to increase as Salt Lake City's population and employment base continue to grow.

The neighborhood includes several major transportation, transit, and emerging trail corridors that connect the area to downtown, the rest of the city, and the region. The area benefits from proximity to downtown. Because of development pressure and the presence of regionally significant transportation infrastructure, Salt Lake City's Transportation Division sought and received a Transportation and Land Use Connection grant from the Wasatch Front Regional Council in partnership with Utah Transit Authority, to complete this station area plan. The planning area, referred to throughout the plan as the "Station Area," is between 900 South and 1700 South and State Street and I-15.

The purpose of the plan is to explore options to further integrate the Ballpark with the neighborhood, evaluate the transportation network and identify opportunities to improve transportation choices for the community, and take advantage of existing amenities and current development pressure to position the neighborhood for the future. Improved transportation choices include improved bus operations and circulation at and near the Ballpark TRAX station. The plan also recommends improved pedestrian and bicycle connections near the TRAX station, the Ballpark, and throughout the surrounding neighborhood to further improve the transportation network, better integrate the Ballpark and station into the neighborhood, and enhance livability as new development occurs.

Plan goals, strategies and recommended actions were identified through a nine-month process that began in December 2020 with the launch of a website and interactive map in English and Spanish to generate input and ideas from the neighborhood and other stakeholders. Community engagement was ongoing throughout the planning process and included in-person, small group, and stakeholder meetings. The process also included the following studies:

- Existing conditions analysis
- Highest & best use analysis
- Case study analysis

The planning team and steering committee identified several key areas of focus for the plan.

GROWTH & TRANSFORMATION

New residential development in the Station Area has increased significantly and is occurring throughout the area. Former industrial, commercial, or low-density residential parcels are quickly becoming mid- to high-density residential developments. This new development has increased the density of the area and added hundreds of new housing units without adding additional services and amenities to the neighborhood. This is particularly pronounced west of the TRAX line where previous land uses – light industrial, flex uses, and big box retail did not attract investment in sidewalks, trails, or neighborhood level retail and services. This is also true along 1300 South where auto-oriented uses are transitioning to higher density uses to take advantage of the TRAX station and easy connections to West Temple and major arterials. These areas are difficult to navigate without a car and provide little pedestrian-level interest or comfort. This creates a disconnection between the existing neighborhood and new development.

CONNECTIVITY & PEDESTRIAN/BIKING ENVIRONMENT

The neighborhood has significant transportation infrastructure – a TRAX stop, two I-15 offramps (1300 South and 900 South), and several major and minor arterials. There are also offramps directly to the north and south of the project area on 2100 South and 600 South. These same transportation facilities create a challenging active transportation environment. The quickly redeveloping area west of the TRAX lines has limited access across the TRAX line to access the station, neighborhood amenities and services east of the rail line.

PARKS, GREENSPACE & COMMUNITY FACILITIES

Salt Lake City Public Services launched Reimagine Nature SLC Public Lands Master Plan process in April 2019 with the publication of the Salt Lake City Public Lands Needs Assessment. The assessment evaluated the level of parks, open space, and trails service in each of the city's planning areas. The Station Area is in the Central City planning area. According to the 2019 assessment, Central City's level of service is 2.8 park acres per 1,000 population, as compared to a city-wide level of service of 3.5 city-owned and managed park acres per 1,000 population. Much of the Station Area is identified as a High Need area according to the Needs Assessment. This means that additional park acres are needed in the neighborhood to serve current and future residents and visitors.

The need for community amenities including parks, open space, and other community facilities such as a library or community center was identified during the community engagement process. The community also identified a lack of service and proper maintenance in current parks, such as missing trash receptacles and benches. They indicated that expanding park amenities and maintenance is a priority for creating clean and welcoming green spaces in the neighborhood.

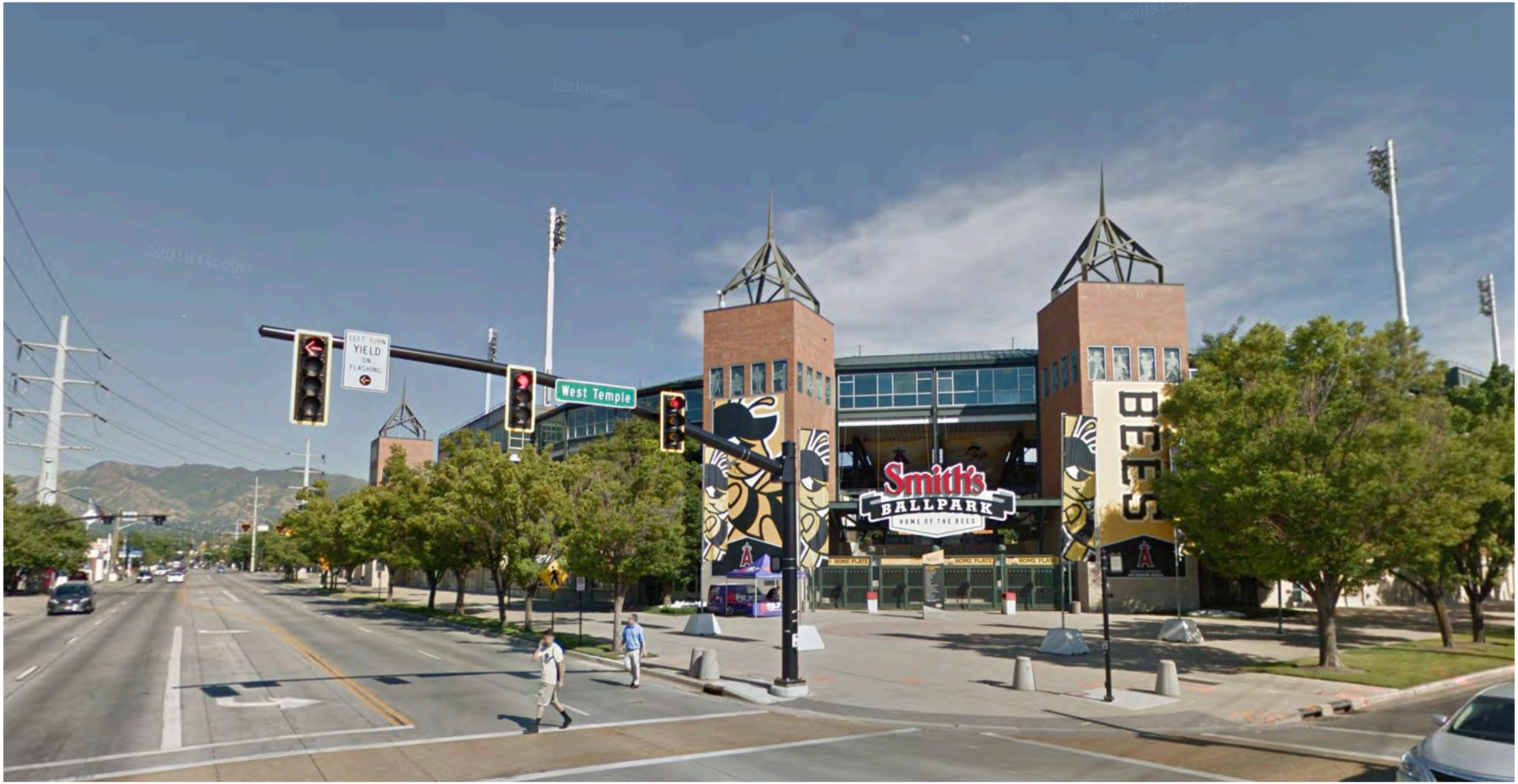
SAFETY & SECURITY

Although addressing policing and safety is not part of the scope of this plan, the success of many of the recommendations in this plan depend on perceived and actual safety of pedestrian and bicycle connections, public open space and plazas, and community events and activities. Many of the recommendations to improve connectivity and pedestrian and biking safety can also improve overall perceived and actual safety in the Station Area through improved streetscapes and placemaking.

The plan recommends goals and strategies to address the key areas identified in the planning process. The recommendations are summarized as six Big Moves.

- Create and apply a Ballpark Station Area Transit Station Area zone in the area identified as the "Heart of the Neighborhood"
- Reconfigure the Ballpark TRAX Station to improve access from the west
- Improve 1300 South for pedestrians by creating new crossing and expanding and upgrading the pedestrian realm
- Create a sense of place at and around the stadium
- Repurpose parking lots and underutilized properties to add activity to the Heart of the Neighborhood
- Invest in community amenities and green space to balance density with livability factors

The plan identifies several tools to implement the recommendations. These tools include zoning changes and infrastructure and amenity investments.



View of the Smith's Ballpark / Google Maps

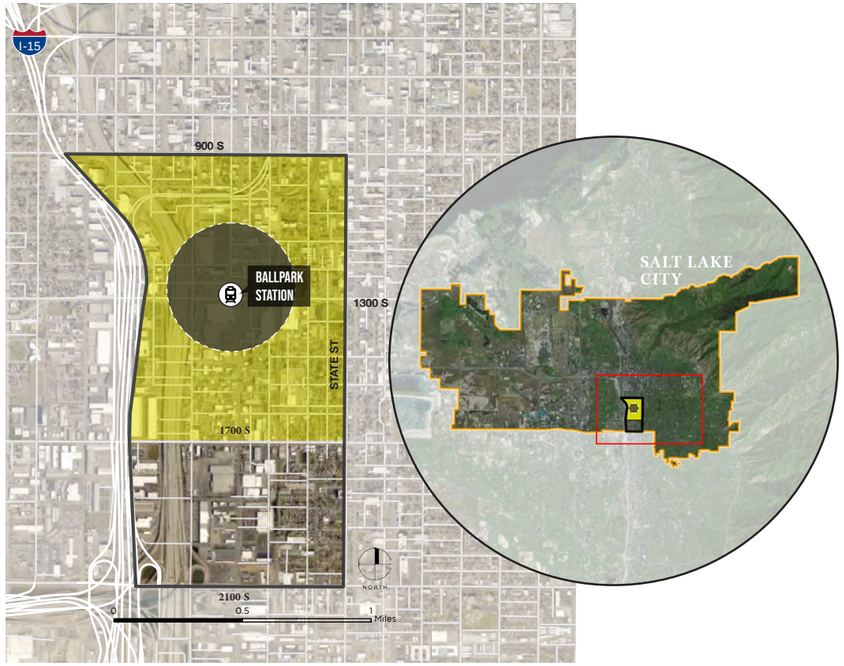
BALLPARK
STATION AREA PLAN

INTRODUCTION

INTRODUCTION

This plan focuses on the Ballpark Station Area, defined as the area between 900 South and 1700 South and State Street and I-15. The Station Area is part of the Ballpark Community Council area, and part of Salt Lake's Central City planning area. Figure 1.1 is a map of the Station Area within the Ballpark Community Council. In addition, the plan identifies opportunities and recommendations for the area immediately around the station and stadium. This is an area identified by the community as the "Heart of the Neighborhood" and is a ¼ mile radius around the Ballpark TRAX Station.

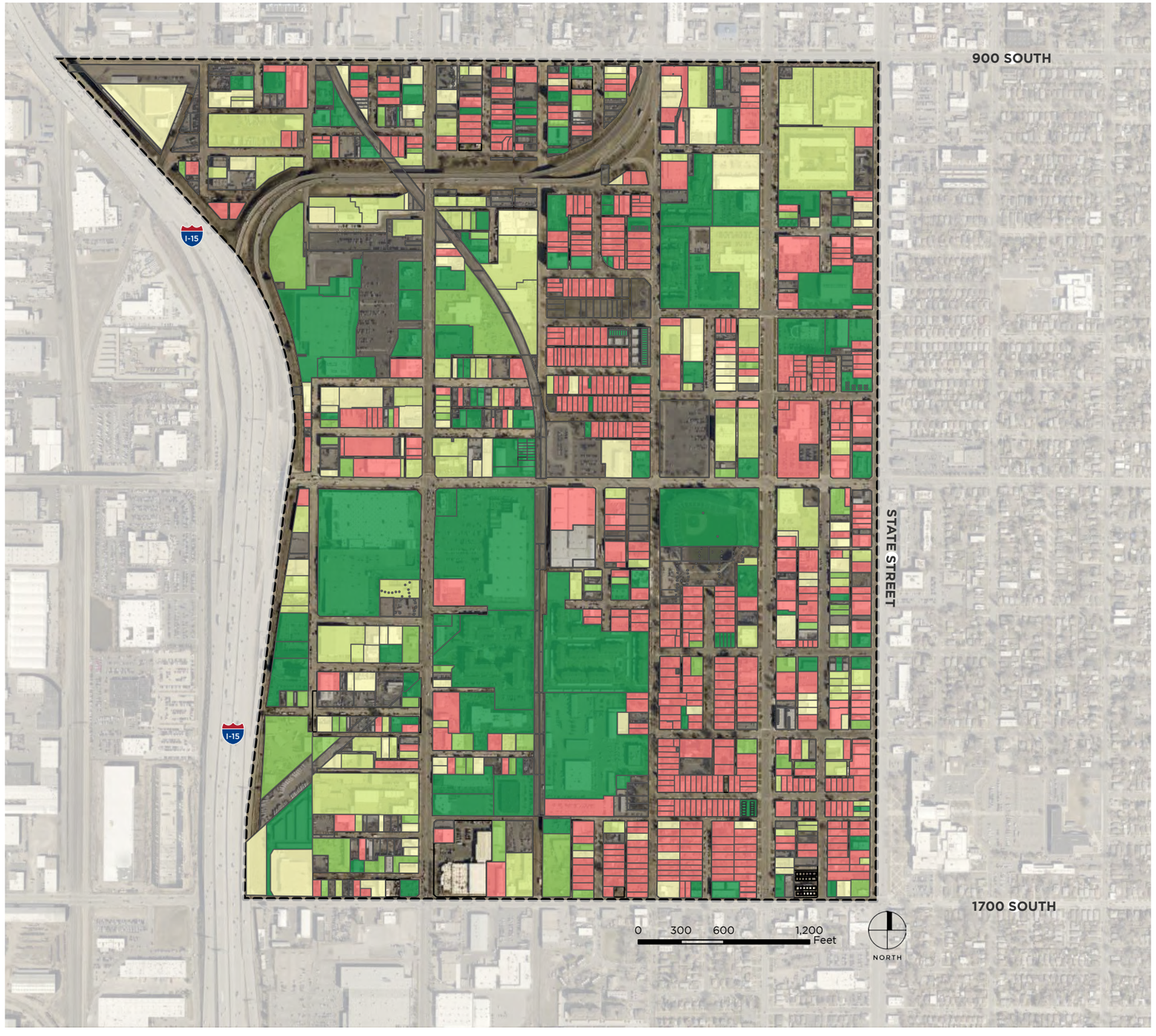
FIGURE 1.1: THE STATION AREA, BALLPARK COMMUNITY COUNCIL AND HEART OF THE NEIGHBORHOOD BOUNDARIES



LEGEND

- Heart of the Neighborhood
- Ballpark Station Area
- Ballpark Neighborhood Boundary

FIGURE 1.2: BUILDING AGE MAP



The neighborhood is characterized by older buildings – both residential and commercial structures built before 1970 – and is unique in its composition of small businesses and residents of all backgrounds. Nearly 77 percent of structures in the Station Area are 50 years or older at the time of this plan. Figure 1.2, illustrates the age and lot size for the Station Area. Older structures – pink, yellow, and light green – are generally on small lots. Newer structures – medium and darker green – are on larger lots, generally consolidated from original small lots or on former rail-served industrial properties. In the single-family residential areas, the homes open onto the street and include front yards and stoops. In the 300 West area, newer commercial structures are primarily big box retail stores with large parking lots. Some of the newer development in the Station Area include higher density residential and office uses. This transition to higher density housing and office is expected to continue.

The Station Area has a higher rate of renter occupied units than Salt Lake City, Salt Lake County and the State of Utah, Table 1.1. The Station Area has, historically, been one of the more affordable neighborhoods in the city. As a result, current households reflect diverse backgrounds and a range of incomes. The median income for the Station Area is significantly lower than median income for the city and surrounding region as seen in Table 1.2.

Continued affordability in the neighborhood is a challenge as new development occurs in this rapidly transitioning area.

TABLE 1.1: HOUSEHOLD DEMOGRAPHICS FOR THE BALLPARK STATION AREA AND SURROUNDING REGION

	BALLPARK STATION AREA	SALT LAKE CITY	SALT LAKE COUNTY	UTAH
Total Households	1,854	82,259	397,918	1,050,542
Owner Households	15.3%	41.3%	61.8%	63.1%
Renter Households	78.6%	51.7%	33.2%	27.0%
Vacant Households	6.1%	7.0%	5.0%	9.9%
Families*	768	41,258	277,473	781,973
Household Size	2.20	2.41	2.99	3.13

Source: ESRI

TABLE 1.2: 2019 ESTIMATED ANNUAL INCOME FOR THE BALLPARK STATION AREA

	BALLPARK STATION AREA	SALT LAKE COUNTY	SALT LAKE MSA*	UTAH
Median Household Income	$26,047	$76,410	$76,256	$73,015
Average Household Income	$44,498	$99,988	$99,114	$92,612
Per Capita Income	$19,992	$33,095	$32,666	$29,227

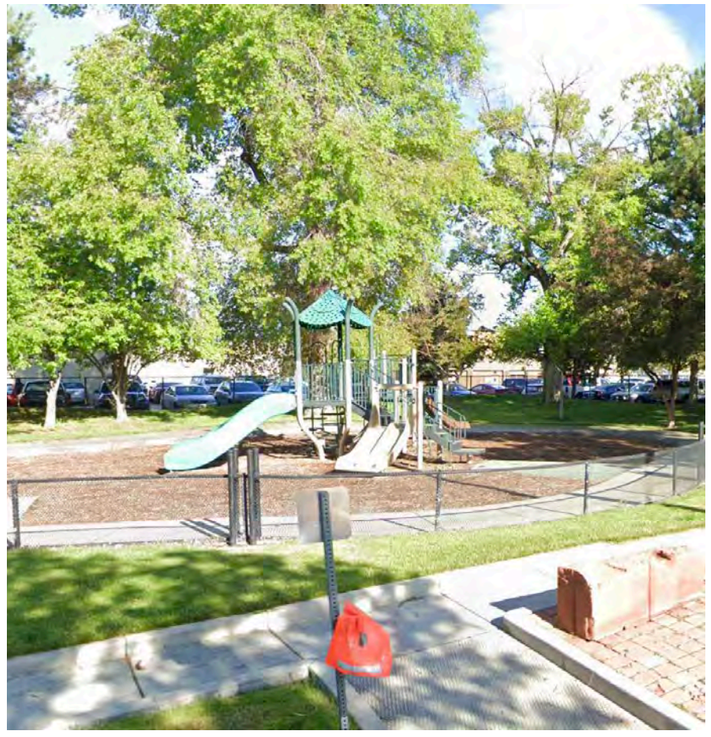
Source: ESRI
**Metropolitan Statistical Area*

**The U.S. Census Bureau defines family is a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together.*



photo credit / caption

This plan is organized to focus on the recommended goals, strategies, and actions in Section I – The Plan with supporting analysis and information in Section II – Community Exploration & Analysis. Section II includes summaries of the public engagement process and Existing Conditions and Case Study Analyses completed as part of the planning process. Section III – Implementation Plan consolidates all goals, strategies, and actions identified in the plan with implementation time frame. A complete set of survey responses and public comments as well as the complete Existing Conditions, Case Study, and Highest and Best Use analyses, Transportation Analysis and other documents used to complete this plan are found in the Appendix.



People's Freeway Park / Google Maps

SECTION I
THE PLAN IDENTIFIES:

- The Big Moves contemplated in the plan
- Goals, Strategies and Actions to implement the plan
- A Future Land Use Map for the Station Area
- Key Strategies & Projects to:
  - + Improve the pedestrian experience
  - + Address transit and transportation needs including
    - » Connectivity
    - » Transit
    - » Parking strategy
  - + Safety and security including
    - » Street and pedestrian-level lighting
    - » Building design
    - » Landscape design
  - + Enhancing neighborhood greenspace
  - + Maximizing housing opportunity and mitigating displacement

SECTION II
COMMUNITY EXPLORATION AND ANALYSIS INCLUDES:

- Overview of the planning process
- Study area demographics
- Summary of existing conditions including
  - + Prior planning efforts
  - + Connectivity and the pedestrian and biking environment
- Summary of Station Area Case Studies including
  - + Ballparks studied
  - + Key Takeaways
- Summary of public engagement

SECTION III
IMPLEMENTATION PLAN

- Appendix
  - + Existing Conditions
  - + Highest and Best Analysis
  - + Transportation Analysis
  - + Moderate Income Housing Plan
  - + Case Study Analysis
  - + Community Engagement Materials

BALLPARK
STATION AREA PLAN

THE PLAN

THE PLAN

The Ballpark neighborhood is the home of the Salt Lake Bees, the Los Angeles Angels AAA club. The Bees and their home field are a community-wide asset that attracts visitors from throughout the state to attend annual home games. The Ballpark and neighborhood are supported by the Ballpark TRAX Station, and a regional transportation system. The area directly around the Ballpark includes, a plaza at the corner of 1300 South and West Temple, Fire Station 8, and parking fields on Salt Lake City-, and privately-owned lots on and around 1300 South and Main Street. The Plan recommends additional investment in the immediate Ballpark area and supporting infrastructure to create a “Heart of the Neighborhood,” increase livability factors, and support continued growth in residential, office, restaurant, and retail uses.

The neighborhood is in transition from a downtown “support” neighborhood, providing housing and services outside of the core, to a more distinct urban center. The area has undergone several transformations in its history and the latest has the potential to be the most dramatic yet.. Recent development projects have added new multi-family housing in the area with densities ranging from 15 units to 60 units per acre. The neighborhood is expected to continue to play a role in meeting Salt Lake City’s demand for new housing.

Preserving neighborhood livability becomes increasingly important as density and development occur. Livability factors identified by the neighborhood during the planning process include access to services and retail, walkability and connectivity, safety and security, and open space and community amenities. This Plan recommends policies, projects, and improvements to:

- Accommodate growth,
- Expand on current community investments and assets, and
- Enhance livability throughout the neighborhood.

THE BIG MOVES

The plan contemplates several “Big Moves” that will help transform the neighborhood. These include:

Create and apply a Ballpark neighborhood specific Transit Supportive Zone to the area around the Ballpark TRAX station along 1300 South from Main Street to 300 West that allows heights up to 8-10 stories with required enhancements to the public realm. Eligible enhancements may include pedestrian street lighting, street trees and public ground level uses such as restaurants or grocery space, retail or services. Figure 2.1 illustrates the opportunity to add density to the Ballpark site as well as the blocks to the north and west of the Ballpark. The concept also illustrates the importance of improvements, such as street lighting and wide sidewalks, to the public realm as density is added to the neighborhood.



Current UTA parking lot at the Ballpark TRAX station / GSBS Consulting

FIGURE 2.1: AERIAL VIEW OF “HEART OF NEIGHBORHOOD” CONCEPT



Reconfigure the Ballpark TRAX station from a “suburban” park and ride to an “urban” neighborhood integrated format. This requires a new pedestrian/transit rider connection from the platform to 200 West/Lucy Avenue on the north end of the platform and loading areas on both the east and west side of the rail line allowing for an opportunity to increase passenger access. Figure 2.2 illustrates improved platform connectivity to the west.



Current view of west-side access to the TRAX platform / GSBS Consulting

FIGURE 2.2: EAST SIDE PLATFORM ACCESS - NORTH CONCEPT



Improve 1300 South for pedestrians by creating new pedestrian crossings across 1300 South in addition to expanding and upgrading pedestrian ways to create a safe and comfortable walking environment. Figure 2.3 shows the potential for pedestrian crossings across 1300 South. Figure 2.4 shows improving sidewalks, street furniture, trees. In addition to improving sidewalks and adding pedestrian level lighting, the plan recommends the addition of street furniture, and trees. The concept contemplates the return of buses to 1300 South in accordance with the City's Transit Master Plan. The plan recommends the 1300 South bus provide service to the Ballpark Station through an "in-line" bus stop. This means that riders making the transfer to or from the bus to TRAX would embark and disembark at stops on 1300 South and then access the platform either directly from the sidewalk for westbound buses or by crossing 1300 South for eastbound buses. Accommodating in-line bus service for riders of all abilities through a pedestrian crossing adjacent to the rail crossing arms likely requires some reconstruction on 1300 South to create a curb-less environment at the crossing.



Current north access to the Ballpark TRAX Station / GSBS Consulting

FIGURE 2.3: WEST SIDE PLATFORM ACCESS - SOUTH CONCEPT



Create a sense of place at and around the Ballpark. Create a sense of place through investment in community gathering spaces, streetscapes, and uses that encourage activity and interaction. The Ballpark is surrounded by wide sidewalks and an entry plaza. As any upcoming renovation and upgrades take place, the Ballpark itself could be reconfigured with active uses on the plaza and 1300 South frontage if possible.

In addition, the plan recommends extending the opportunity for events on the sidewalk area on the west side of the Ballpark, along West Temple by investing in a "Festival Street" on West Temple from 1300 South to approximately Albermarle Avenue on the south. Figure 2.5 is a detail of the festival street concept. The festival street could be closed for special events, redirecting the traffic around the neighborhood. Such a festival street should embrace the Ballpark's history though community art, historical interpretive fixtures, and programming.



Current east-facing view of 1300 South / GSBS Consulting

FIGURE 2.4: 1300 SOUTH IMPROVED PEDESTRIAN REALM



Repurpose parking lots and underutilized properties to add activity to the Heart of the Neighborhood. Salt Lake City and UTA own large properties on the north side of 1300 South between Main Street and the TRAX line, currently used for surface parking, which are ideally located for redevelopment into dense housing, a community amenity or service, or office space with ground floor activating uses and an improved public realm. Buildings with up to 10 stories will create an urban context for 1300 South adjacent to the TRAX station and ballpark. The 1300 South, Main Street and West Temple street frontages should be activated with uses such as restaurants, bars, coffee shops, and similar uses that build on the success of existing businesses that currently call the neighborhood home. In addition to the City- and UTA- owned lots there are underutilized parcels in the immediate vicinity of the Ballpark and station that are appropriate for higher density development and enhancement of the public realm. The newly identified State Street Project Area , created by the Redevelopment Agency of Salt Lake City (RDA), has tools to help create the level of investment contemplated for the neighborhood.

Invest in community amenities and green space to balance density with livability factors. The Ballpark neighborhood has limited green spaces and community amenities within its boundaries. As the neighborhood grows, additional parks and open spaces are needed to serve both current and future residents and employees in the area. In addition, the neighborhood lacks community spaces for indoor and outdoor community gatherings. The Ballpark plaza and festival street can address the need for outdoor community gatherings, but space for indoor community gatherings is needed. The Station Area is undeserved for community facilities such as a library or community center. As redevelopment occurs in the Heart of the Neighborhood and at the current Public Utilities facility, a location for parks, open space, a library, community center, or combined facility should be identified and pursued.



Proposed festival street location on West Temple / GSBS Consulting

FIGURE 2.5: FESTIVAL STREET CONCEPT



GOALS, STRATEGIES & ACTIONS

Members of the Ballpark Station Area have participated in several planning projects over the last several years that included neighborhood-wide conversations about goals for the future of the area. The goals and ideas identified in the prior planning processes were confirmed during this Ballpark Neighborhood Station Area planning process. The neighborhood identified the following goals to enhance livability and accommodate anticipated growth.

GOAL: Take advantage of current development opportunities, existing services, and amenities to enhance neighborhood livability.

The Ballpark and its supporting infrastructure are at the geographic and emotional "heart" of the neighborhood. The neighborhood accommodates and enjoys the vibrancy of game days and would like to see game day vibrancy on more days of the calendar and in all seasons. Several strategies are recommended to enhance vibrancy and leverage the community's investment in the neighborhood.

STRATEGIES:

- **Implement the goals and strategies identified in:**
  - » Life on State Implementation Plan (not adopted)
  - » Central 9th Chapter of the Downtown Master Plan
  - » 300 West Reconstruction
  - » Homeless Resource Centers Neighborhood Action Strategies
  - » State Street Project Area Plan
  - » Salt Lake City Moderate Income Housing Plan
  - » Salt Lake City Parks & Public Lands Needs Assessment
  - » Citywide Gentrification Assessment & Displacement Mitigation Plan
  - » Growing SLC
  - » The Salt Lake City Street Lighting Master Plan
- **Update the city's zoning code and map, as appropriate to implement the provisions of this plan:**

  ACTIONS:

  + Amend Section 21A.26.078: TSA Transit Station Area District of the Salt Lake City Municipal Code to include the Ballpark Station Area as one of the existing TSA districts or create a new one if needed.
    - Require activation of the 1300 South frontage with restaurants, shops, street furniture and trees.
    - Implement streetscape improvements to accommodate pedestrian volumes.
    - Allow heights comparable to heights in other Urban Station Areas.
    - Protect the viewshed of the Wasatch Range from inside Smith's Ballpark.
  + Evaluate and amend the City's zoning code and map, as appropriate to include the urban design considerations identified in each of the character areas in this plan.
  + Evaluate and amend the City's zoning code and map, as appropriate, to ensure compatible building scale and configuration on the east and west sides of Main Street.
  + Evaluate and amend the City's zoning code and map, as appropriate to implement the following priorities for the 300 West Character Areas:
    - Ensure that amenities, connections, and services needed to support higher density development are included in development plans for the area.
    - Require development proposals to include mid-block and other connections to break down current large commercial blocks into smaller, more walkable blocks.
    - Where appropriate, development proposals incorporate access to existing and planned TRAX crossings.
- **Identify opportunities to provide community amenities, shops, and services within the heart for year-round activation.**
- **Provide enhanced street and pedestrian lighting to improve safety and visibility.**

GOAL: Create a dense urban environment and entertainment zone around the Ballpark.

STRATEGIES:

- **Invest in the station area and around the Ballpark to improve the overall neighborhood and enhance the opportunities in the Heart of the Ballpark.**

  ACTIONS:

  + Improve east-west connectivity across TRAX to the north and the south of 1300 South. At a minimum, pedestrian/bicycle crossings should be identified to allow pedestrians and cyclists to move east to west without having to go to 1300 or 1700 South.
  + Install side-loading platforms at the Ballpark TRAX Station.
  + Consider redeveloping the TRAX station parking lot and bus turnaround for higher density uses and to provide neighborhood amenities.
  + Install pedestrian crossings east and west of TRAX on 1300 South on either side of the UTA crossing barrier.
  + Consider redevelopment opportunities for the City-owned parking lot at 1300 South and West Temple, while still allowing public parking land uses in the vicinity, to potentially increase density and improve the urban environment.
  + Install a festival street on West Temple and plazas adjacent to the stadium.
  + Invest in a public library within the station area that can serve as a neighborhood anchor and public amenity space.
  + Integrate greenspace and "green" elements into the urban landscape.
- **Enhance public space surrounding the Ballpark and include public art and references to historical elements.**

- Designate West Temple between 1300 South and Albemarle Avenue as a Festival Street for non-gameday and gameday activation including:
    - Farmers Markets
    - Community Celebrations
    - Food Truck festivals
    - Neighborhood Concerts

- Implement a district-parking strategy that utilizes unused area parking and parking garages for game days to minimize the need for parking fields in the area.

- Enhance the Ballpark's relationship with the neighborhood by identifying opportunities to activate the West Temple and 1300 South facades of the stadium on non-game days and incorporate public green space, non-motorized connections, plazas, and similar public spaces around the stadium.

- If feasible, identify a strategy to bury power lines as development in the Ballpark Neighborhood occurs.

GOAL: Increase connectivity in the station area.

The neighborhood is well-connected to the regional transportation and transit networks; however, the infrastructure for that regional network also acts as a barrier to internal connectivity, which limit easy multi-modal access to the Ballpark TRAX Station, schools, and parks, and separates newly developing residential uses west of the TRAX line from the rest of the neighborhood. Strategies recommended to improve connectivity within the neighborhood and the pedestrian and biking environment are listed below.

Opportunities to improve connectivity include new connections, improvement of existing connections and reconfiguration of the TRAX station platform. Figure 2.7 is a map of opportunities to create new connections within the neighborhood.

As of the writing of this Plan the new connection across the TRAX rails to the north of the Ballpark Station platform at Paxton Avenue is planned for near-term construction by UTA. The concept includes improved connection from the existing TRAX platform to the west to improve connectivity to the new residential developments along the 300 West corridor.

STRATEGIES

- **Improve overall connectivity and walkability in the area.**

ACTIONS:

+ Study the potential future lane reconfiguration of 1300 South to eliminate or narrow traffic lanes and expand and improve the sidewalk.
+ Utilize existing alleyways, midblock, and truncated connections to create a system of bike and pedestrian pathways through the neighborhood.
+ Implement the planned TRAX line pedestrian crossings to the north of the current Ballpark Station.
+ Widen and enhance sidewalks to improve pedestrian comfort through the addition of street furnishings, pedestrian lighting and a buffer from moving traffic.
+ Implement pedestrian level lighting to improve safety and visibility.
+ Establish specific bicycle routes through the neighborhood according to the Salt Lake City Pedestrian & Bicycle Master Plan.
+ Reconfigure Ballpark TRAX Station to change from a suburban-style station that has northern platform access only from the east parking lot into an urban-style station that allows access from both the east and west sides of the station. This would include new access at the north end of the platform from Lucy Avenue/200 West on the west side of the TRAX rails
+ Redevelop part of the current surface parking lots to transit supportive uses that include retail, shops, and service near the Ballpark Station platform.
+ Establish a pedestrian crossing to the east and west of the UTA crossing barrier across 1300 South.
+ Study future crossings south of the 1300 South crossing at the TRAX line.

GOAL: Increase urban design quality.

Neighborhood identity refers to the ability of residents and visitors to distinguish a place by unique and distinct characteristics. Supporting the neighborhood as a distinguishable place involves consideration for creating a balanced mix of uses, ensuring architectural and landscape character, embracing historic character and elements, spotlighting neighborhood, and regional amenities, and considering the surrounding land use and transportation context of the area.

The Ballpark Station Area is made up of several distinct areas that have their own character as expressed by building massing, use, streetscape elements and overall design. This plan supports the distinctly different areas within the neighborhood through recommendations to preserve some elements and enhance others. The character areas are illustrated in Figure 2.6.

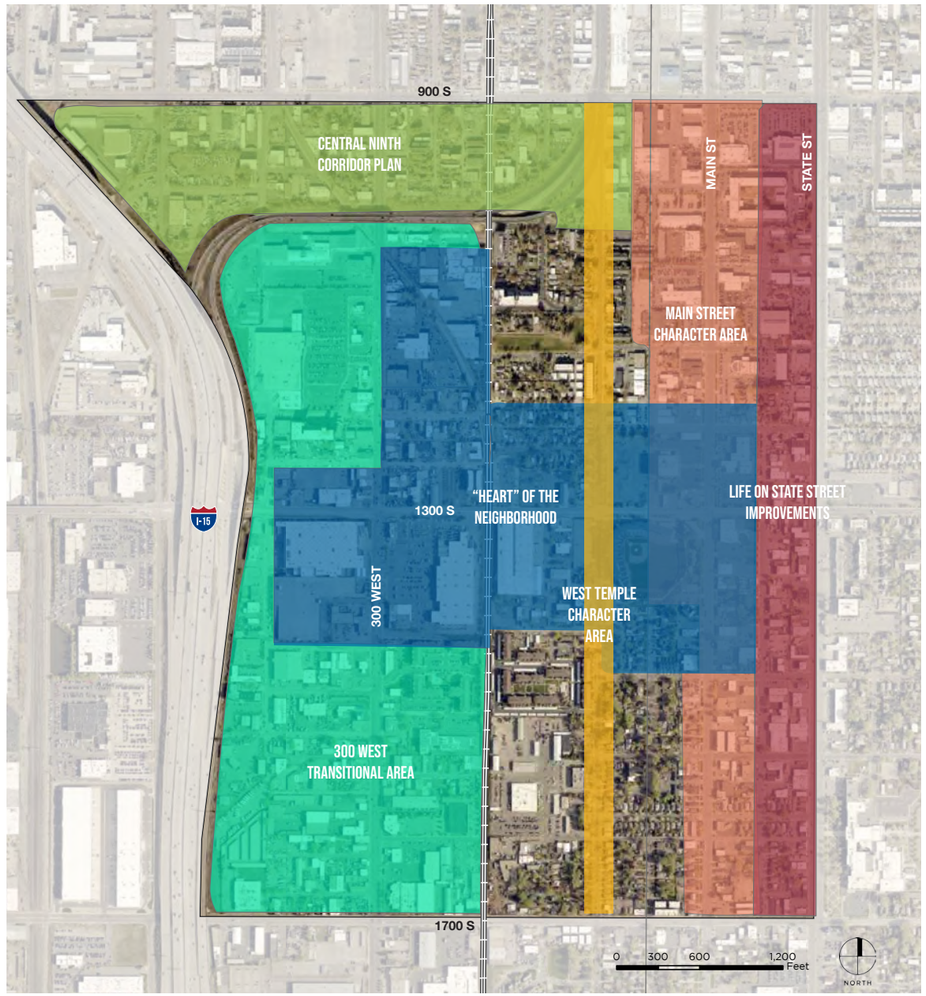


Photo: GSBS Consulting

BALLPARK CHARACTER AREA DESCRIPTIONS

Character areas are descriptions of existing conditions within each area. Character areas are generally defined by existing land uses, built scale, street corridors, density, and transit.

FIGURE 2.6: BALLPARK CHARACTER AREAS



Main Street Character Area

The Main Street Character Area is defined by the presence of small local businesses, a generally pleasant pedestrian and bike environment, and medium-density residential buildings. New development should focus on maintaining the scale, walkability, and bikability of the neighborhood.

West Temple Character Area

The West Temple Character Area has a mix of residential and small businesses along the corridor. It is also home to the Public Utilities facility, the Ballpark Neighborhood park, and Jefferson Park. New development should maintain the current character and scale of the area. New development adjacent to the stadium should support the installation festival street improvements adjacent to the Ballpark from 1300 South to Albemarle Avenue. This can help expand the existing plaza area, create new plaza areas, and allow for temporary closure for community and gameday events, while also providing opportunities for art and historical elements. New development should also enhance the biking and walking environment on West Temple and consider traffic calming measures in the more residential sections.

State Street Character Area

The State Street Character Area is defined primarily by small businesses running the length of the station area. This area is undergoing several changes guided by the Salt Lake City Transportation Division's Life on State Bikeway Implementation project and the RDA State Street Project Area Plan.

Central Ninth Character Area

The Central Ninth Character Area is defined by several small businesses and larger multifamily structures. This area is transitioning into a node with various entertainment options and services. New development in the area should maintain the current scale and massing of new development along the 900 South Corridor and implement the recommendations and strategies identified in the Downtown Master Plan – Central 9th Chapter including the 9th South Viaduct Catalytic Project.

300 West Character Areas

The entire corridor is transitioning from an industrial/major commercial to higher density mixed use. However, there are several sub areas with the 300 West corridor that are transitioning at different rates.

East of 300 West and North of 1300 South

This area is historically characterized by smaller industrial and residential uses. Property consolidation has occurred and will continue to occur as demand for housing continues. There are large multifamily developments proposed or recently approved for the area. This area also includes an unused rail spur that is proposed for a light rail extension into the Granary District and the possibility of an adjacent trail, which is also being evaluated. Connectivity within this area and to the south to the Ballpark TRAX Station is a key consideration for this area. In addition, opportunities to add open space, public amenities, and neighborhood serving commercial should be pursued.

West of 300 West and North of 1300 South

This area currently has a mix of big box commercial, and newer office and residential uses. The transition of smaller parcels to low- and mid-density office and higher density residential is expected to continue as is the continuation of existing big box uses.

East of 300 West and South of 1300 South

This area is experiencing transition around several large scale, long-term uses. Lowes Home Improvement, the Gail Miller Homeless Resource Center, and the Utah State Liquor Store are expected to remain as the area transitions to include several new multi-family developments. As with the area north of 1300 South connectivity within the area and to the east across the TRAX line is a key consideration. Public amenities and neighborhood serving commercial should also be added to this area.

West of 300 West and South of 1300 South

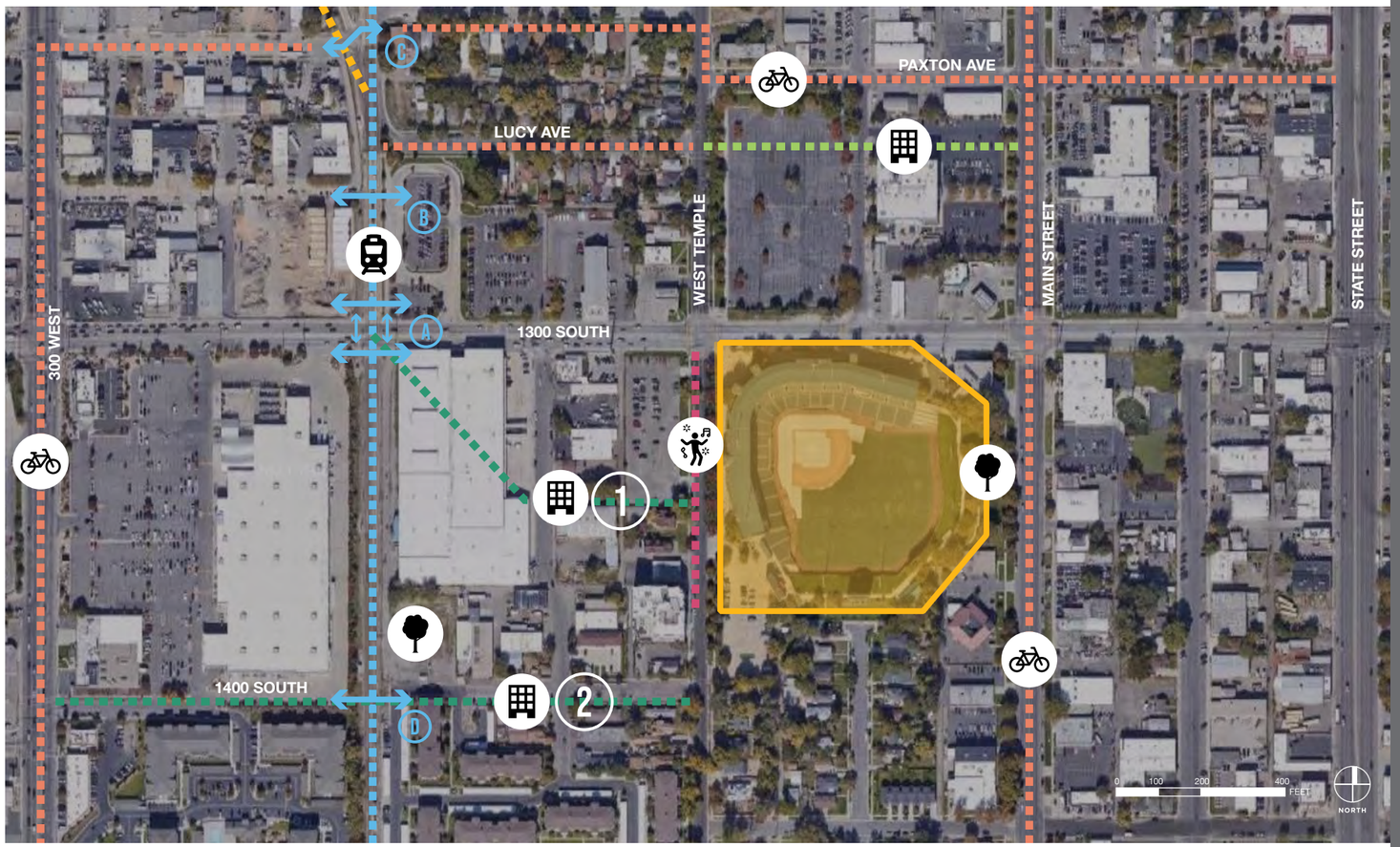
The Walmart big box store is in this area as well as small lot light industrial and warehouse uses. This area is expected to transition in the future. The considerations identified for the areas already transitioning should inform zoning and development considerations in this area.

"Heart" of the Neighborhood

This area is characterized by its proximity to the Ballpark Station, Smith's Ballpark, and several community organizations and businesses. This is the central hub of the neighborhood which will continue to densify as mixed-use development occurs. This area is appropriate for the highest densities allowed in Urban Station Areas. This level of density must be balanced with improvements to the public realm including an expanded sidewalk, pedestrian-focused amenities, plazas, street lighting, and street trees. A high level of visual interest and design quality is needed to balance the increased density in the area and require street activating uses on the ground floor. Illustrated in Figure 2.4.

RECOMMENDED CONNECTIONS IN THE "HEART" OF THE NEIGHBORHOOD

FIGURE 2.7: CONNECTIVITY MAP



PROPOSED FUTURE CONNECTIONS

- *Potential Public Space at Ballpark
- Proposed Bike Routes
- *Multi-Modal Access
- Proposed Crossings
- Festival Street
- Proposed Future TRAX with Possible Adjacent Trail
- *Pedestrian Connection Through Future Development
- TRAX Line
- Green Space
- TRAX Line
- Bikeway
- Festival Street
- Connection through Future Development

*Dependent on owner agreement

Festival Street

This street will allow temporary closure to vehicle traffic and host neighborhood and ballpark events.

Proposed Bike Routes

Several bike routes are in various stages of implementation through the heart of the neighborhood at the time of this document's adoption.

The 300 West Reconstruction is funded and undergoing construction from 900 South to 2100 South with expected completion in 2022.

The existing designated bikeway on Main Street is undergoing an evaluation as part of the Salt Lake City Transportation Division's Life on State Bikeway Implementation project.

The Paxton bikeway will connect State Street to 300 West.

Multimodal Access

This opportunity is recommended to connect the bikeway on Main Street to the TRAX Platform on Lucy Avenue.

Pedestrian Connection Through Future Development

This recommendation occurs in two locations:

1. This recommendation links the 1300 South station to the Ballpark and moves pedestrians through a private pedestrian-oriented development directly onto the proposed festival street on West Temple.
2. This recommendation connects West Temple to 300 West. This connection is dependent on a future agreement with UTA to provide a TRAX crossing on or near 1400 South.

Potential for Future Public Space at Ballpark

Additional public space through the addition of a ballpark perimeter trail, additional plazas, and activating public uses are recommended for this area. This recommendation would help connect the greater neighborhood to the Ballpark, but should not interfere with its daily operation and events.

Proposed Crossings

Additional crossings are recommended:

a. directly east and west of the UTA crossings barriers on 1300 South.

b. directly north of the 1300 South TRAX platform onto Lucy Avenue

c. across the TRAX line at Paxton Avenue and the existing rail spur.

d. An additional future crossing is recommended at or near 1400 South and should be evaluated for future opportunities in partnership with UTA.

An enhanced crossing is also recommended at the intersection of 1300 South and West Temple. This crossing should show clear delineation, possibly through community art or a painted crossing.

Proposed Future TRAX with Adjacent Trail

This area is being evaluated by UTA for operating TRAX service with a possible adjacent trail. Opportunities for additional green spaces and greenery should be considered as this area is developed.

GOAL: Improve safety.

Throughout the planning process safety was consistently identified as a current concern and goal for the future. This plan focuses on measures taken in the built environment to improve pedestrian and bicycle safety.

STRATEGIES

- **Improve pedestrian experience and safety.**

  ACTIONS:

  + Install pedestrian-level street lighting.
  + Require ground level uses in new buildings to incorporate pedestrian-level strategies.
  + Ensure adequate sidewalk width and park strips on primary walk routes, particularly around the TRAX station.
  + Improve ADA accessibility though sidewalk repair and removal of obstacles.
  + Ensure ongoing maintenance of all facilities to repair uneven sidewalks, functioning signals and frequent trash receptacles.

- **Identify and implement best practices in urban design to improve neighborhood safety, including:**

  ACTIONS:

  + Identify opportunities for interaction,
  + Elimination of “blind corners” or areas,
  + Appropriate lighting for safety

GOAL: Enhance social vibrancy.

STRATEGIES

- **Support events and placemaking efforts including community art, pop-up events, and temporary food vendors.**
- **Find creative solutions to enhance greenspace in the neighborhood.**

  ACTIONS:

  + Explore creative options for additional greenspace in the heart of the neighborhood in and around the Ballpark.
  + Evaluate the opportunity for future green space on the current Public Utilities site if and when Salt Lake Department of Public Utilities moves offices to a new location.
  + Enhance the urban tree canopy in underserved areas of the neighborhood and require additional street trees and urban greenery with new development.
  + Maintain all green spaces with:
    - Trash receptacles
    - Pedestrian lighting
    - Pedestrian furniture

- **Improve the quality of current and future greenspace.**

  ACTIONS:

  + Ensure funding for additional maintenance and staffing as additional greenspace is added.

GOAL: Increase affordability and attainability of housing for current and future residents.

STRATEGIES

- **Provide a diversity of housing types and options for different incomes, familial status, age, and needs.**

  ACTIONS:

  + Promote a diversity in the size of new units in the neighborhood to accommodate residents in different stages of life, including families with children.

- **Utilize the RDA State Street Project Area as a tool to capture reinvestment in the neighborhood and help encourage a diversity of housing types.**
- **Increase opportunities for home ownership in the neighborhood.**

  ACTIONS:

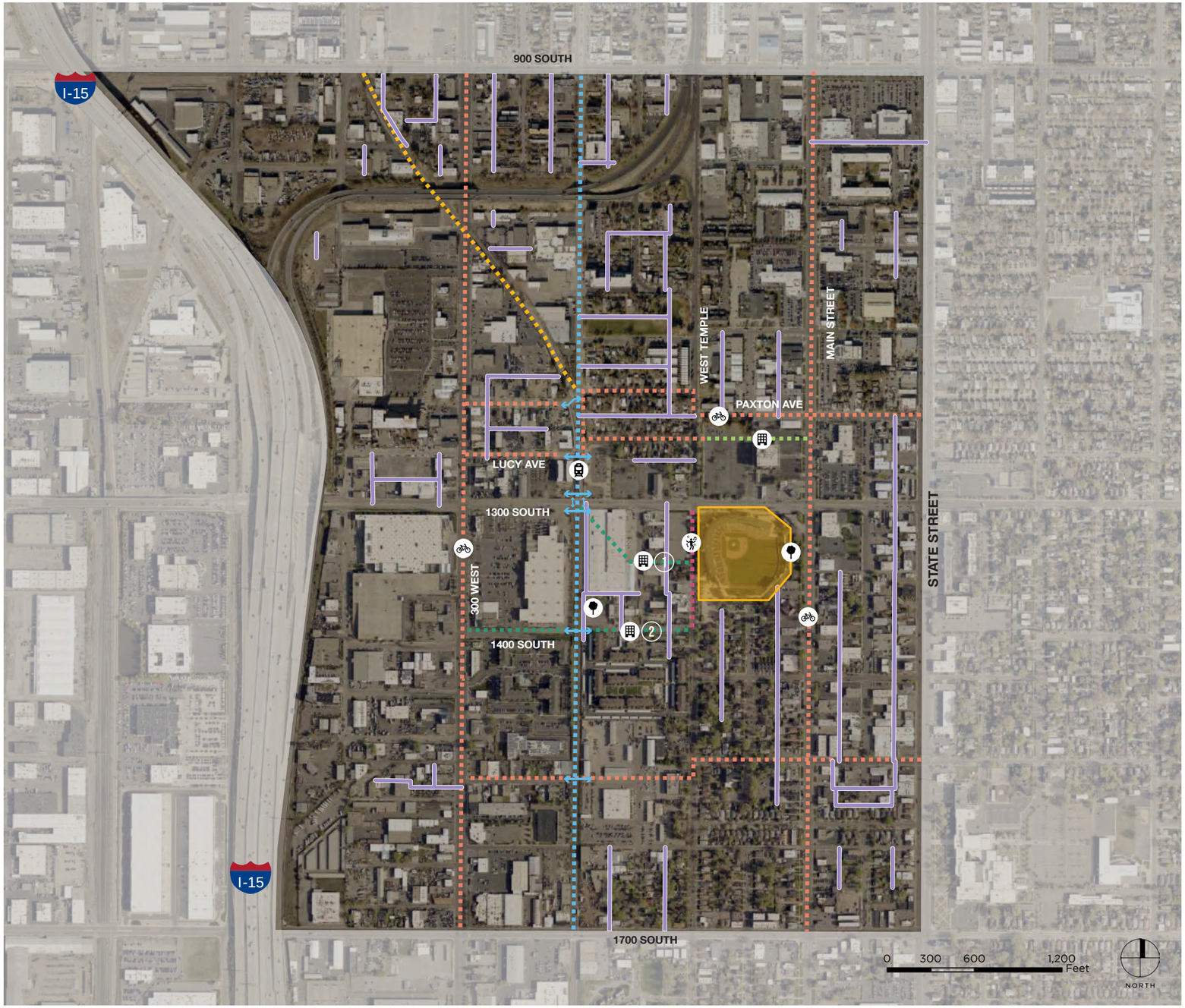
  + Explore alternative options for ownership strategies including land trusts and co-ops.
  + Provide down-payment assistance or other programs for qualifying residents

- **Mitigate the negative impacts of gentrification as development occurs.**

  ACTIONS:

  + Continue to provide and market home repair programs for qualifying residents.
  + Provide education and renter legal assistance to help current renters stay in place.
  + Support development assistance and financing programs to maintain affordability.
  + Preserve existing social services and provide additional services as development occurs to support housing options and access to opportunity at a variety of income levels.

FIGURE 2.8: CONNECTIVITY MAP - REGIONAL CONTEXT



PROPOSED FUTURE CONNECTIONS

- *Potential Public Space at Ballpark
- Proposed Bike Routes
- *Multi-Modal Access
- Proposed Crossings
- Festival Street
- Proposed Future TRAX with Possible Adjacent Trail
- *Pedestrian Connection Through Future Development
- TRAX Line
- Proposed Future Alleyway Connections
- Green Space
- TRAX Line
- Bikeway
- Festival Street
- Connection through Future Development

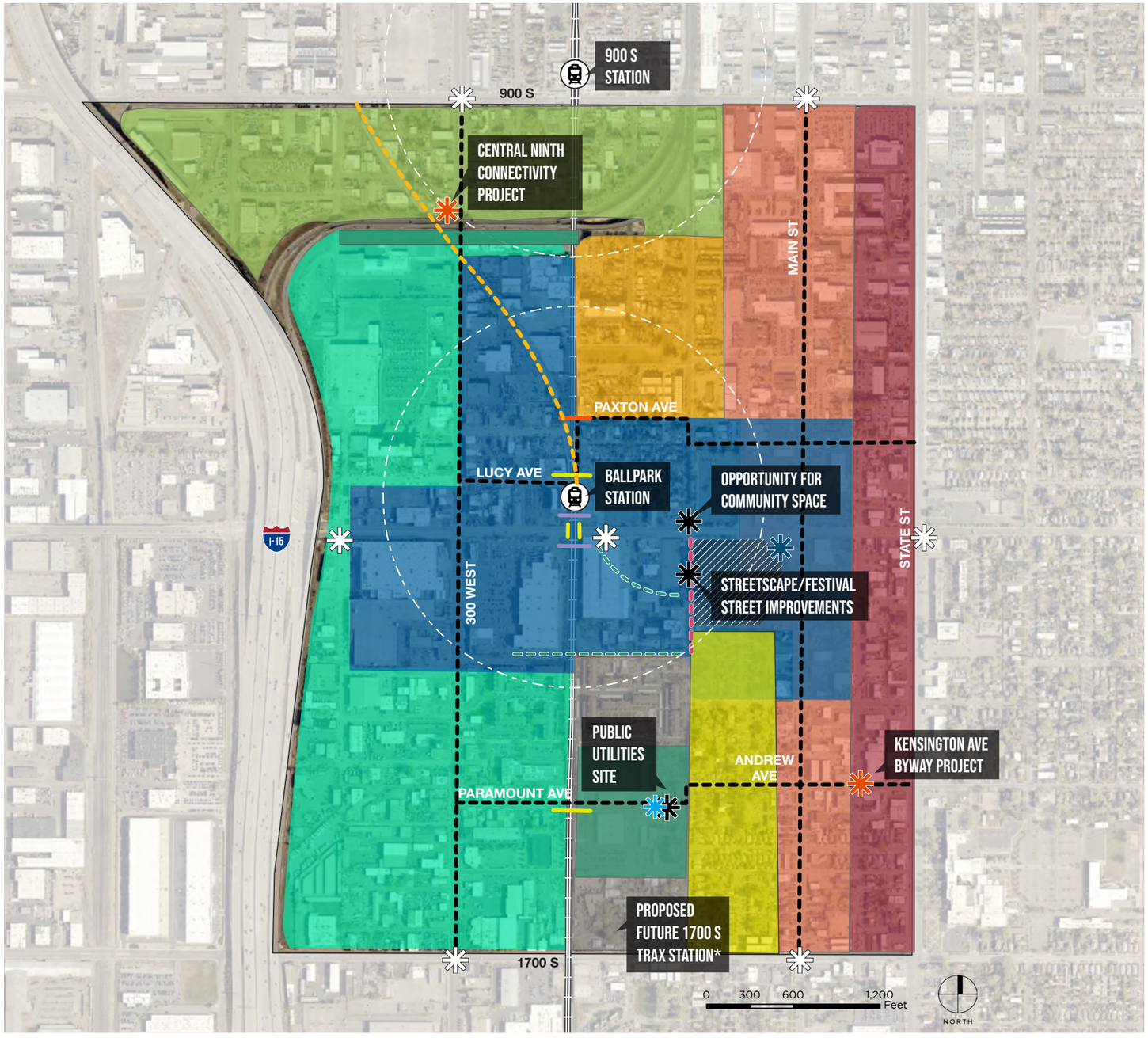
*Dependent on owner agreement

RECOMMENDED PEDESTRIAN AMENITIES

- **Wide enough to provide 4 distinct zones:**
  - + THE EDGE ZONE separates the roadway from the sidewalk.
  - + THE FURNISHINGS ZONE provides space for street furnishings and vertical elements such as trees, benches, etc.
  - + THE THROUGHWAY ZONE provides a minimum of five – eight feet clear continuous pathway for ADA accessibility.
  - + THE FRONTAGE ZONE provides a “shy distance” between the throughway zone and building frontage/property line and entrances.
- **ADA accessible**
- **Street trees to provide a shaded pedestrian way**
- **Human scaled building frontages**
- **Pedestrian level street lighting**
- **Store fronts, office windows, and windows on homes facing the street.**
- **Encourage and allow outdoor retail displays while maintaining ADA compliant throughway zone.**
- **Use of plazas, courtyards, and squares to provide pedestrian amenities.**

BALLPARK FUTURE LAND USE

FIGURE 2.9: FUTURE LAND USE MAP



FUTURE LAND USE MAP

The Future Land Use Map (Figure 2.9) guides future development and land use decisions. This is a broad conceptual map. The map identifies areas for continuation of current land use, scale, and density and areas for transformation.

LEGEND

- Site Boundary

Future Land Use Concept

- Areas with Opportunity to Integrate Additional Green Space
- 300 West Transitional Area
- Heart of the Neighborhood / Ballpark Entertainment Zone
- Main Street Area
- State Street Corridor
- Neighborhood Areas
- Medium Density Transitional Area
- Central Ninth Corridor Area
- Community Recommended Future Public Space Incorporated into the Ballpark
- Jefferson Park Mixed-Use Area

Connections*

- Proposed Bike Routes
- Festival Street
- Pedestrian Connection Through Future Development
- Proposed Crossings
- Enhanced Crossing
- Crossing Under Construction
- Proposed Future TRAX Line with Adjacent Trail
- UTA Station
- UTA Light Rail
- Gateway Areas

Places of Interest

- Adopted Project Catalyst Area
- Community Recommended Catalyst Area
- Community Recommended Gateway Area
- Future Community Amenity
- 1/4 Mile Station Radius

*DEPENDENT ON OWNER AGREEMENTS

FUTURE LAND USE AREA DESCRIPTIONS

Central Ninth Corridor Area

This area is included in the Central Ninth chapter of the Downtown Master Plan. The corridor is experiencing new development and investment consistent with that plan. The Ballpark Station Area Plan assumes continued implementation of the Central Ninth chapter. The Central Ninth neighborhood should have direct connections to the Ballpark Station Area neighborhoods where possible.

State Street Corridor

This area presents opportunities to transform the State Street corridor into a mixed use, pedestrian, and bicycle friendly area through the introduction of a mix of uses, improvements to the bike and pedestrian environment and improved pedestrian crosswalks. Investments in east-west bicycle connections should be made to allow connectivity across State Street.

300 West Transitional Area

The area between the TRAX lines and I-15 from 900 South to 1700 South was, until a few years ago, characterized by big box retail, auto-oriented services, storage, and flex space. The area is transitioning, primarily with new residential development. Medium to high density housing and office uses are appropriate in this area when balanced with sidewalk, connectivity, and other pedestrian improvements. As new households are added to the area, amenities, and services to support residents will create a mixed-use space and are needed to maintain quality of life and reduce reliance on automobile travel. The 300 West Reconstruction will improve multi-modal opportunities along 300 West and will encourage growth in the area.

Opportunities to add pedestrian friendly retail and services as well as connect the 300 West area to the rest of the “Heart” of the neighborhood east of the TRAX line should be identified. These mixed-use areas should maintain a high-quality pedestrian environment to connect residents, businesses, and services.

The character of long-standing local businesses should be considered for pedestrians as new development occurs to acknowledge the history of the area.

Medium Density Transitional Area

The area between the TRAX lines and West Temple south of 1400 South, which includes the current Salt Lake City Department of Public Utilities site, is appropriate for redevelopment into medium density uses. The area is characterized by a mix of housing and commercial uses that back to the TRAX line. Redevelopment of this area should include medium density housing and commercial buildings with reduced height along the West Temple frontage adjacent to the neighborhood character area. The area also includes the Public Utilities Department offices and yard which is identified as a potential future catalytic area for community uses and open space to help support the existing neighborhood and potential future mid-density development.

Neighborhood Areas

The primarily single-family neighborhood south of 1300 South was “down-zoned” to preserve the housing stock, street grid pattern, and neighborhood. The scale and density of this area should be maintained with targeted redevelopment of vacant abandoned structures with new or rehabilitated structures at a comparable scale and character as the existing housing stock. Appropriate buffers between existing single-family areas and future higher-density uses should be maintained. The system of publicly-owned alleyways through the neighborhood character areas should be evaluated for improvement to enhance overall connectivity in the area.

Main Street Area

Main Street is an alternative to the heavy auto-traveled State Street to the east. Main Street from 900 to 1700 South is lower and slower than State Street making it a better pedestrian and biking environment. Main Street between 900 and 1300 South has developed into larger format commercial uses including car dealerships. Redevelopment of the automobile dealerships in this area is not likely in the next 5-10 years. Available parcels between State Street and Richards Street between 900 and 1300 South should be considered for redevelopment into a mix of market-rate and affordable housing at densities that would support growing business opportunities and a walkable Main Street, realizing that this may require taller buildings than what currently exists.

Main Street at 1300 South is part of the Heart of the Neighborhood identified for transit supportive densities. As redevelopment of this section of Main Street occurs the viewshed of the Wasatch Range from inside of the Ballpark should be preserved by limiting the position and heights of buildings directly east and southeast of the ballpark to 3-4 stories along Main Street with a gradual increase in building height towards State Street.

Main Street between the current Utah Pride Center (1380 S. Main Street) and 1700 South has retained its original scale and includes several locally owned restaurants, bakeries, and shops. The east side of Main Street is included in the State Street overlay zone which addresses the scale and placement of buildings in the area. Future development on Main Street should include compatible building scale and configuration on the east and west sides of Main Street. Building heights of 3-4 stories would be appropriate between the Utah Pride Center and Kensington Avenue along Main Street.

Main Street between Kesington Avenue and 1700 South should be considered for redevelopment into a medium density area that utilizes current building scale and massing to guide future development. New buildings in the area should be considered for redevelopment no taller than 3 stories with front doors on Main Street, stoops, and yards. Parking should be setback from the street and located to the side or rear of buildings, or in garages.

The Heart of the Neighborhood / Ballpark Station Entertainment Zone

The area between just north of Paxton Avenue on the north and 1400 South on the south, Main Street on the east and 400 West on the west is the Heart of the Ballpark Neighborhood. This area includes Smith’s Ballpark, the Ballpark TRAX station, and several businesses and community organizations. This area is appropriate for Transit Station Area District Zoning as an Urban Station. The area is appropriate for higher densities. There are significant redevelopment opportunities in this area to enhance gameday and non-gameday activities in the area. In addition to the Ballpark and the station, the area already boasts some of the most popular local restaurants in the city. Building on this success there is an opportunity to create a vibrant entertainment zone centered on the Ballpark and serving the surrounding neighborhood as a community hub. This area could also be considered for the addition of a public service anchor such as a library with opportunity for public space. This area can support the highest intensity of use because of the transportation grid and available transit. It is recommended that streetscape elements should include additional art and interpretive historical elements, shaded pedestrian way, and visual elements directly related to the Ballpark.

Community Recommended Future Public Space at the Ballpark

This area is identified by the community as having opportunity for future public space around the Ballpark facility to create year-round activation. Some examples include additional plaza space, perimeter trail or other green space. This will help activate the area but should not interfere with game day and day-to-day operations.

Jefferson Park Mixed-Use Area

The area encompassing approximately east of the 200 West TRAX line to the West Temple corridor and Paxton Avenue to Mead Avenue to the north is characterized by a mix of housing types and commercial uses. Redevelopment of the area should support a live/work/play community by providing a mix of uses and building scales. Larger building forms are appropriate along corridors where large building forms are already present or where it is abutting the TRAX line on 200 West or along the West Temple corridor. These larger building forms should consist of approximately 5-7 stories and provide some commercial spaces/residential amenities. Smaller building scales should be focused on areas adjoining Jefferson Street and avenue streets; smaller building scales should generally consist of 2-3 stories and almost entirely comprised of medium-density residential uses.

Adopted Catalytic Areas

These are areas of planned and adopted new investment that have been approved and are awaiting implementation.

KENSINGTON AVENUE NEIGHBORHOOD BYWAY PROJECT

Kensington Avenue Byway Improvements including bicycle and pedestrian crossing improvements, traffic calming, wayfinding signage, and connectivity enhancements to existing bicycle and pedestrian routes.

CENTRAL NINTH CATALYTIC CONNECTIVITY

The Downtown Plan recommends several improvements to this area. Phase I underpass improvements include amenities on both sides of the 900 South viaduct such as public art, pedestrian lighting, street tress, and other comfort amenities.

The Downtown Plan also proposes a Central Ninth Catalytic Connectivity Phase II TRAX extension which would run from 400 West to 900 South with adjacent active transportation trail if approved, as well as a Central Ninth Catalytic Connectivity Long Term 900 South viaduct demolition and shortening which would occur at the end of the viaduct's structural life and be replaced with community amenities and new connections.

Community Recommended Catalytic Areas

These are areas of planned or potential new investment that can leverage transformative private investment, improve neighborhood livability, and create a new, vibrant Ballpark District.

BALLPARK ENTERTAINMENT/STATION AREA IMPROVEMENTS

The Ballpark is an anchor for both gameday and non-gameday improvements and activities. Ballparks around the country have increasingly become the centerpiece for broader entertainment areas including restaurants, bars, theaters, plazas, and community gathering spaces. Smith's Ballpark is located in a neighborhood that already offers many of these amenities. There are also vacant and underutilized parcels around the Ballpark that can be redeveloped into housing, offices, stores, and restaurants to add vibrancy. The existing public realm can be rethought to provide opportunities for community activities. Opportunities include:

- Transit supportive development in the existing Ballpark TRAX Station parking lot
- High-density mixed-use development, with public parking spaces, in the City-owned parking lot north of the Ballpark
- Redevelopment of the area west of the Ballpark into a high-density mixed-use concept with pedestrian-oriented features and amenities
- Improvement of the pedestrian areas along 1300 South to address capacity and safety issues
- Creation of a Festival Street on West Temple that can be closed to traffic for special events including community farmers market, concerts, etc.
- Improved "permeability" of the Ballpark to allow non-gameday access to the team store and possibly ground level restaurants
- Expansion of the Ballpark plaza to extend to the south and east to maximize special event and gameday activity areas.
- Develop a transit supportive zone for this area that includes maximum height requirements to allow roof top decks with a view of the mountains and ballpark and minimum height requirements to create an urban experience for residents and visitors.
- Addition of an anchoring community amenity which may include options like a library with opportunities for public space.



Ballpark TRAX Station / GSBS Consulting

Transit station upgrades in this area may include:

- Pedestrian crossings directly to the east and west of the UTA crossing barriers, and to the north and south of 1300 South.
- Elimination of the bus drop off loop
- Station-adjacent transit-supportive development of the UTA surface parking lot and to the west of the station and improve overall performance of the station in the neighborhood.
- Pedestrian/bikeways improvements to access the Ballpark Station.

PUBLIC UTILITIES SITE

The Salt Lake City Department of Public Utilities is located at 1530 South West Temple. The Public Utilities offices and yards may relocate at some point in the future. If Salt Lake City makes an operational change, the current Public Utilities site would be a good location to add much needed community amenities to the neighborhood. Possible future uses include:

- Expanded park space to supplement the "Ballpark Playground" currently on the site
- Relocation of Fire Station #8 from next to the Ballpark, and reuse of the existing fire station location for an activating use with frontage consistent with a walkable and comfortable public space
- A community center to provide community meeting and education space, and/or recreation facilities.

COMMUNITY RECOMMENDED 1700 SOUTH TRANSIT HUB

Long-range transportation plans recommend a future transit hub at 1700 South serving light rail and east-west bus service. This area should adopt an "urban form" including extensive "last mile" connections to surrounding neighborhoods and uses, and implementation of appropriate Transit Supportive Zoning.

Community Recommended Gateways

These are areas recommended by the community to announce arrival into the Ballpark neighborhood.

Future Community Amenity

Proposed locations for community amenities which may include opportunity for parks, libraries, and supportive services.

CONNECTIVITY STRATEGIES

Enhancing the pedestrian environment is a priority for the Ballpark Neighborhood. The ability to efficiently and comfortably access the area will benefit residents, current and future businesses, and will improve both gameday and non-gameday experiences for visitors.

Movement throughout the neighborhood can be enhanced by the widening of sidewalks and pedestrian space and the enhancement of these public spaces to include street furniture, street trees and plants, and additional pedestrian-level street lighting. The pedestrian environment should be suitable and safe for all ages and abilities to ensure equitable access. This includes the improvement of existing street crossings to elevate the visibility of pedestrians and the addition of new street crossings where current options are limited.

Figure 2.10 depicts the existing street sections for 1300 South. This plan recommends an updated street profile to improve walkability within the heart of the neighborhood. Figure 2.11 shows the recommended profile for 1300 South, which includes five feet of pedestrian space within a private encroachment to occur as properties redevelop, five feet of pedestrian space with street trees and pedestrian level lighting, and a center median.

Recommendations for a safer bike and pedestrian network include:

- Fill gaps in the sidewalk network and increase sidewalk width and buffers, prioritizing 1300 South, 300 West, 900 South, and 1700 South. The combined public sidewalk and private encroachment should have a minimum width of ten feet to allow for street trees and street lighting.
- Provide and maintain pedestrian amenities including street furniture and trash receptacles
- Improve bike lane marking, especially at major intersections
- Enhance pedestrian-level lighting and prioritize underserved areas
- Support pedestrian-level street activation including food, retail and entertainment options
- Enhance existing crossings to prioritize pedestrians
- Support mid-block crossings and alleyways to improve connectivity

CONNECTIVITY

There are several opportunities to enhance connectivity and improve bicycle and pedestrian facilities in the neighborhood. Navigating the Ballpark Neighborhood by foot and bicycle is supported by the surrounding grid system which historically provided easy connectivity in the area. Preserving connections and enhancing and adding new midblock connections will help people move throughout the neighborhood and provide alternatives to navigating along high-volume arterials. Figure 2.8 on page 16 identifies several recommended connections to navigate through the neighborhood.

In addition to improved connectivity, additional upgrades to bike and pedestrian facilities are recommended. These include:

- Upgraded bike parking facilities that are highly visible to decrease the risk of theft and provide a secure area to lock onto
- Traffic signaling which recognizes the presence of bicycles along designated bikeways
- Improve pedestrian crossings to highlight the pedestrian while calming traffic on high volume roads

PARKING STRATEGY

Parking needs in the Ballpark Neighborhood vary between game days and non-game days. On game days, landowners adjacent to the Ballpark provide paid parking, and several on-street parking options are available on a first-come-first-serve basis. However, on non-game days the surrounding properties sit as vacant lots and lack activating uses. Optimizing a balance of parking for year-round activation helps create a pedestrian environment with opportunity for different land use strategies.

Future considerations for parking in the heart of the neighborhood include:

- Reduce overall parking requirements through a shared parking system between different uses
- Identify surrounding businesses as potential partners in a shared parking agreement for game day events
- Increase bicycle parking options surrounding the Ballpark and at the Ballpark.
- Allow developers to substitute a predetermined percentage of automobile parking for bicycle parking
- Evaluate the need for a parking garage serving the 1300 South area as development occurs
- Include standards for parking garages and their interaction with the neighborhood in the Transit Supportive Zone
- Provide free transit access with Ballpark ticket sales
- Encourage subsidization of transit passes by businesses for employees and residents.

ALLEYWAY SAFETY

Designated alleyways can provide connectivity options for pedestrians and bicyclists as they move throughout the Station Area. Maintaining a high level of perceived safety is important to the activation and success of these alternate routes and can be achieved by considering several activating urban design strategies to improve the health and quality of these public spaces. Tactics for creating safe and well-used alleyways include:

- Enhance alleyway identity by naming designated alleyways.
- Implement new paving, materials, and colors to indicate well caredfor places.
- Maintain the alleyways and provide space for art and activities to show that they are cared for.
- Provide frequent and lowglare pedestrian level lightning.

FIGURE 2.10: EXISTING 1300 SOUTH STREET SECTION FOR THE HEART OF THE NEIGHBORHOOD

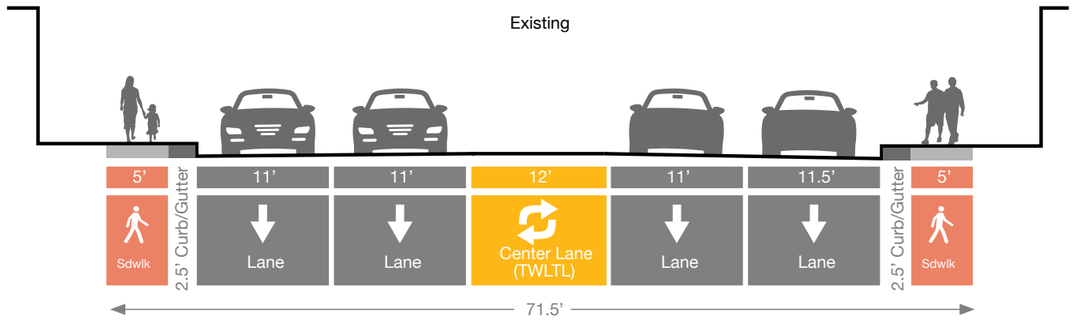
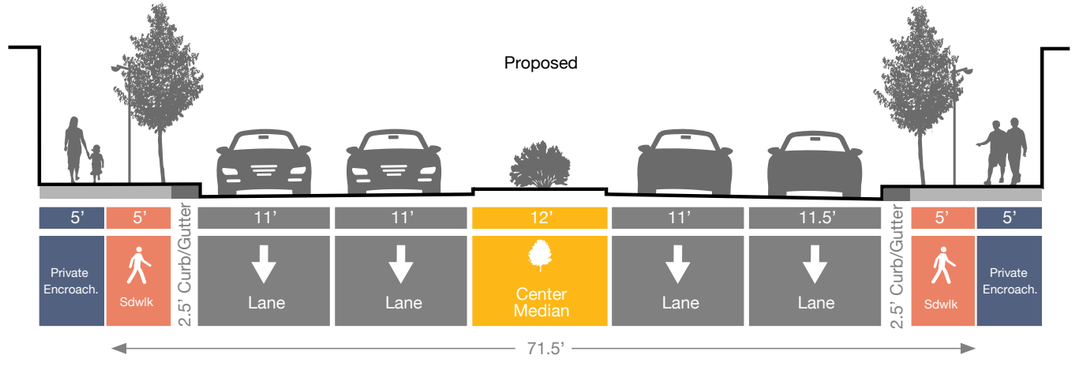


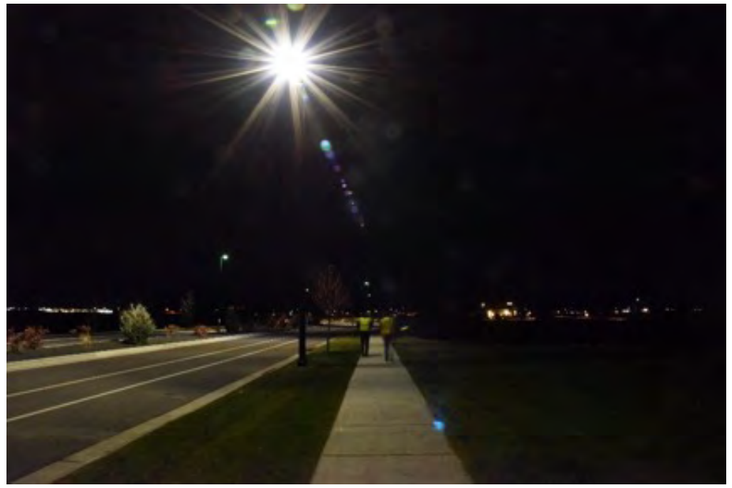
FIGURE 2.11: PROPOSED 1300 SOUTH STREET SECTION FOR THE HEART OF THE NEIGHBORHOOD



STREET LIGHTING

Pedestrian-level street lighting is key to making a place feel comfortable and safe for people navigating the neighborhood by foot and bicycle. The Salt Lake City Street Lighting Master Plan identifies the Ballpark neighborhood as a high priority area for future street lighting because it is currently underserved and has several high potential conflict areas and schools. In addition to requiring new street lighting with new development, the neighborhood can request enhanced pedestrian-level street lighting through a process coordinated with the Salt Lake Department of Public Utilities by:

1. Submitting an initial request though the community council to Public Utilities for additional street lighting with specific locations and reasons.
2. Reviewing the surrounding street and land use character with Public Utilities to determine appropriate lighting type
3. Gather a cost estimate for the additional lighting and seek funding approval in partnership with the department.
4. Design, schedule and implement preferred option in partnership with the department.



This lighting option has significant glare and prioritizes the vehicle right of way, creating visibility and perceived safety issues. (Source: SLC Street Lighting Masterplan)

- Add plants and greenery, like green walls, to provide public green space while maintaining a level of transparency from private lots into the alleyway.
- Embrace alleyways as part of the city network rather than “backside” spaces hidden from sight.

SAFETY & SECURITY

Safety is a priority to the Ballpark community. While this plan does not directly address crime, there are measures that can be integrated into the physical elements of the neighborhood to improve perceived safety.

Appropriate Lighting

Appropriate pedestrian level lighting should directly light the pedestrian-way at a height that maintains a pedestrian-scaled walkway. It is recommended that future development include pedestrian-scale lighting with a priority on underserved areas, street crossings, and transit stops. A definition of priority areas can be found in the Salt Lake City Street Lighting Masterplan.

Appropriate pedestrian lighting should:

- Be pedestrian scaled
- Have a lighting pole height of 13-16 feet
- Maintain color accuracy
- Be coordinated according to surrounding land use and context



Lights with low glare provide more comfortable streets and public spaces, providing light where it is needed without annoying nearby residents. Source: (SLC Street Lighting Master Plan)

Transparent Building Fronts and Visibility

Aside from adding visual interest to a street, transparent building fronts increase the number of "eyes on the street" by allowing people inside buildings to have direct view of what is happening outside. This increased interaction between the inside and outside decreases the likelihood for crime in these areas, especially when well lit.

Landscaping and Visibility

Visually permeable landscaping provides another opportunity to improve the perceived safety of an area. Tall, view-obstructing fences and landscaping inhibit visibility of what is happening in an area. Areas with little visibility often experience criminal activity which can be hidden behind visual barriers. Prioritizing good visibility, especially in and around public spaces, inhibits the ability to conduct crime out of sight.

ENHANCING NEIGHBORHOOD GREENSPACE

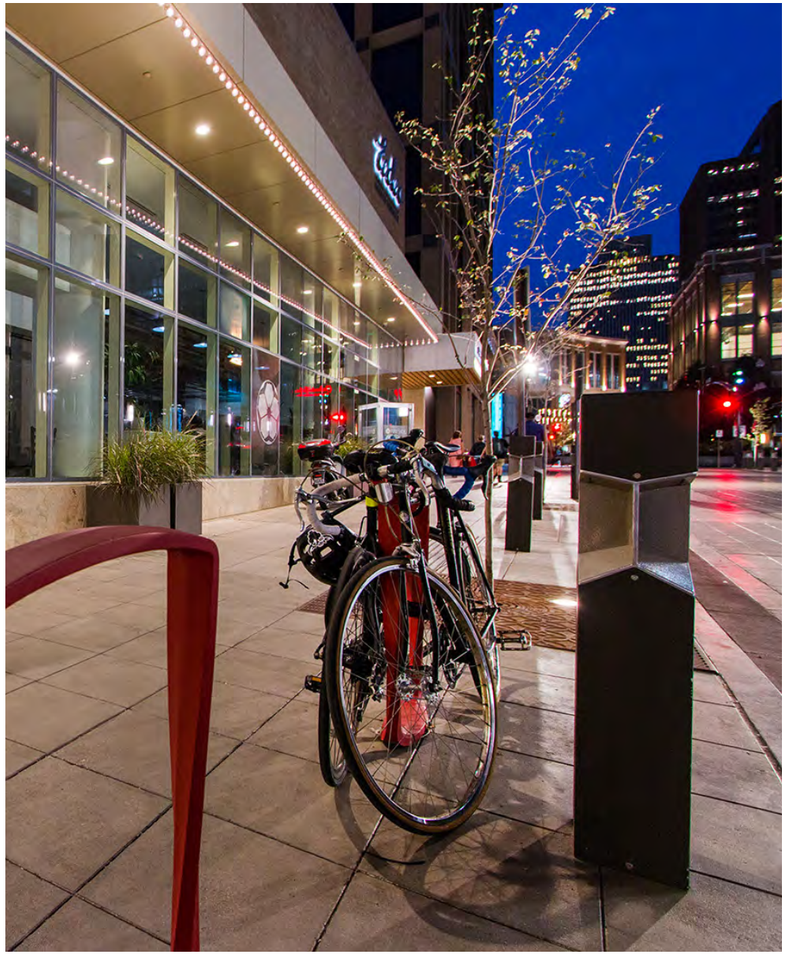
The station area is served by two parks, Jefferson Park and the Ballpark Playground. Jefferson Park includes a playground and a multi-use field, and also acts as a stormwater retention area for the City. Jefferson Park is maintained by the City and offers 3 acres of green space. The Ballpark Playground, which was recently renamed from Peoples Freeway Park in 2020, is 0.4 acres and is maintained by the Salt Lake Department of Public Utilities.

The Salt Lake City Parks & Public Lands Needs Assessment identifies the neighborhood as an area of greater need for green space. This area is likely to receive much of the City's future growth, yet has the lowest level of service for parks in the city at 2.8 park acres per 1,000 population compared to a city-wide level of service of 3.5 city-owned and managed park acres per 1,000 population.

This Plan's recommendations for future opportunities for green space, identified in the Future Land Use Map, include the area just south of the 900 South freeway access ramp and the current Public Utilities site. As the Public Utilities department outgrows this location, the site should be evaluated for additional community green space. The proposed festival street, identified on the Future Land Use Map, should also incorporate green landscaping elements such as planters, street trees and landscaped areas.



The Ballpark Playground provides a greenspace oasis within the neighborhood



This example of Regent Street shows transparency between the street and inside the adjacent building help increase the perceived safety of an area.

The Salt Lake City Parks & Public Lands Needs Assessment identifies ten “big ideas” for the future of green space in the City, shown in figure 2.12. These ideas were developed through an extensive community outreach effort to identify what residents want to see in the future city-wide green space.

Another opportunity for additional greenspace arises in future development of the neighborhood. This plan recommends that the City require additional green space as a requirement for new private development outlined in the recommended Transit Supportive Zoning for the heart of the neighborhood. New development should incorporate “green” features including additional street trees, planted medians and park strips, and strategic landscaping to provide pinpricks for greenery throughout the neighborhood. Drought resistant landscaping is recommended to support the city’s overall goal of creating an urban ecosystem the integrates parks, plazas and the urban forestry identified in the Downtown Plan. Creating successful public open space in the neighborhood can be achieved through several urban design recommendations. These include:

- Treating public space as an object to work towards rather than “leftover space”
- Integrating public space into community facilities like schools, libraries, and service centers
- Lining public spaces with public uses to improve safety and accessibility
- Considering the design of adjacent streets and their use of bulb outs, furniture, paving, and improvements to create a pleasant and desirable place
- Creating pedestrian and bicycle routes which serve both transportation and recreational purposes.

HOUSING OPPORTUNITY & MITIGATING DISPLACEMENT

The Ballpark’s identity as an affordable area is quickly changing. While there are strong residential pockets within the neighborhood, a majority of new residential development has been mid-rise apartment style rental units.

The community has identified three priorities to assist current and future residents in finding attainable and affordable housing regardless of their income, age, familial status, and background. These priorities include:

- Providing clean, safe, and equitable housing options for all residents.
- Providing opportunities for home ownership for a diversity of income levels
- Mitigating the negative effects of gentrification as development occurs

Anti-Displacement Strategies

As this area continues to grow and change, households that spend more than 30 percent of their income on housing are at a greater risk for getting priced out of the neighborhood and being involuntarily displaced. The city is required by the state and WFRC to submit an annual report which highlights an estimate of moderate-income housing needs and review moderate income housing implementation progress outlined in Growing SLC, Salt Lake’s 5-year housing plan. In addition, at the time of writing, the City is conducting a Gentrification Assessment & Displacement Mitigation Study, which will include models of current and future gentrification pressures and provide recommendations to avoid involuntary displacement. Recommendations from that study should be followed in the Ballpark neighborhood as applicable.

FIGURE 2.12: TEN “BIG IDEAS” FOR THE FUTURE OF GREEN SPACE IN SLC

TEN “BIG IDEAS” FOR THE FUTURE OF GREEN SPACE IN SLC

FUTURE PUBLIC SPACE SHOULD:

1. INCLUDE A WAYFINDING AND SIGNAGE CAMPAIGN THAT MAKES IT EASIER TO EXPLORE NEARBY PARKS, TRAILS AND PUBLIC SPACES
2. COMPLETE MISSING LINKS IN REGIONAL TRAILS AND INVEST IN GREENWAYS TO ENHANCE NATURE And CREEKS WITHIN THE CITY
3. TRANSFORM PARKS INTO VIBRANT COMMUNITY SPACES THAT EMPOWER RESIDENTS TO CONTRIBUTE TO THEIR NEIGHBORHOOD IDENTITY
4. HELP OUR PARKS, LARGE AND SMALL, COME ALIVE WITH ACTIVITIES AND EVENTS THROUGHOUT THE YEAR
5. INVEST IN PROJECTS AND MAINTENANCE ALONG THE JORDAN RIVER PARKWAY THAT WILL PROMOTE EQUITY, ACCESS, SCENIC BEAUTY, DIVERSE RECREATION, AND HEALTHY ECOLOGY ALONG THE PARKWAY
6. REVEAL PAST AND PRESENT STORIES FROM OUR DIVERSITY OF EXPERIENCES THAT HAVE SHAPED THIS VALLEY, GIVING FOCUS TO UNDERREPRESENTED AND INDIGENOUS PEOPLE. EXPRESS THESE STORIES THROUGH LANDSCAPES, STRUCTURE, AND PLACEMAKING
7. INCREASE THE PROVISION OF GREEN AND ACTIVE SPACES DOWNTOWN THAT WILL CONTRIBUTE TO LIVABILITY AND ECONOMIC VITALITY
8. BUILD PUBLIC AWARENESS TO SUPPORT NEW TREES STEWARDSHIP THAT ALLOWS URBAN FORESTRY TO PLANT TREES IN ALL PUBLICLYOWNED LANDSCAPES
9. INVITE APPROPRIATE ALTERNATIVE USE OF OUR PUBLIC GOLFCOURSES FOR GREATER BENEFIT
10. CULTIVATE MORE BIOLOGICAL DIVERSITY IN PARKS AND NATURAL AREAS

Source: Salt Lake City Public Lands

To reduce the negative impact of gentrification in the primarily renter occupied neighborhood, the city should work with local organizations and services to provide legal support, education, and outreach to residents. Existing community-based organizations can provide tenant services and homeowner assistance to support residents. Educating the community is an immediate step to mitigate displacement and includes education on tenants' rights, understanding lease agreements, financial literacy, the risks of predation on vulnerable homeowners, and relocation assistance to help stabilize changing housing situations. The city should also support development assistance and financing to offer technical assistance to help low-income renters and owners in the area to identify increased rental opportunities for ADUs and financing strategies.

Since the neighborhood is also home to a large number of the city's unhoused residents, prioritizing the retention of outreach social services and case managers to help support the existing unhoused population in the neighborhood will likely improve health and safety outcomes for all residents. In addition, the equitable distribution of social services, case managers and housing options for individuals making under 30 percent of the area median income should be coordinated on a county-wide/regional level. Figure 2.13 shows a map of existing services and nonprofit organizations which provide support to much of Salt Lake County. Focus should be placed on connecting these county-wide services with improved public transit to improve overall access.

HOUSING RESOURCES AND OPPORTUNITIES

Condo-Based Community Land Trust

How it works: This program allows development of owner-occupied condos on appropriate private and public owned land through an ongoing lease. This reduces the purchase price of each unit and requires resale at an affordable price with a limit to appreciation to maintain affordability.

Examples of where this has worked: Burlington, VT, Austin TX, Oakland, CA

Target Outcomes: Increases opportunity for ownership, increases affordability

SLC Home Repair Program

How it works: The program allows owner-occupied households with moderate income to obtain either a no interest loan or a low interest loan to address health, safety and structural issues in their homes.

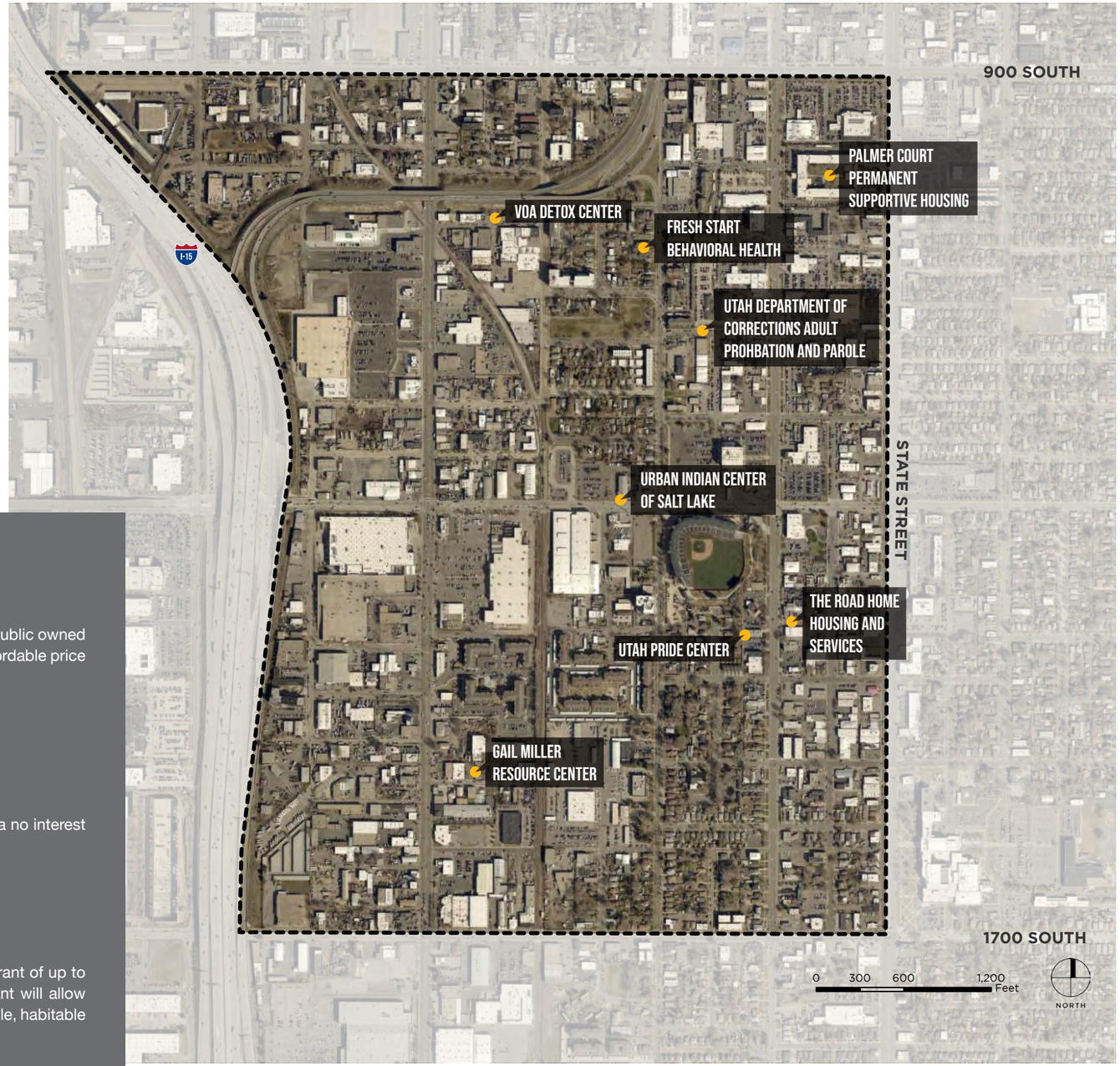
https://www.slc.gov/hand/city-housing-programs/home-repair-program/

SLC Targeted Repair Program

How it works: Very Low-Income households (50% and below AMI) can apply for a lifetime maximum grant of up to $50,000 to repair major structural and/or mechanical component deficiencies in their home. This grant will allow homeowners, who have no other funding options, access the funds needed to keep their homes accessible, habitable and safe.

https://www.slc.gov/hand/city-housing-programs/salt-lake-city-hand-targeted-repair-program/

FIGURE 2.13: COMMUNITY SERVICES AND NON-PROFIT ORGANIZATIONS MAP



BALLPARK
STATION AREA PLAN

COMMUNITY EXPLORATION & ANALYSIS

COMMUNITY EXPLORATION & ANALYSIS

PLANNING PROCESS

The planning process began by working with the community to establish an understanding of current and planned assets and challenges in the neighborhood, followed by the study of transformational changes that can be made to enhance livability and opportunities in the area. At each step in the planning process, the ideas, information, and recommendation were reviewed and improved by the community through online and in-person outreach.

The process began with an analysis of existing conditions that identified:

- Current and projected population, employment, and other development in the area
- Current and projected socio-economic factors
- Current and planned transportation, transit, and multi-modal infrastructure
- Prior plans and initiatives
- Planned Ballpark improvements

In addition to analysis of existing conditions the plan includes the findings of a Ballpark Area Case Study analysis and an economic Highest and Best Use Analysis. Those complete reports can be found in the appendices.



Neighborhood playground in at Jefferson Park / GSBS Consulting

STUDY AREA

The Ballpark neighborhood in Salt Lake City is directly south of downtown and has, over its history, transitioned from a first ring suburb characterized by single family residential development to a downtown support area characterized by industrial, distribution and similar uses to the southern boundary of Salt Lake City's downtown with bars and restaurants. The neighborhood retains evidence of all these roles resulting in an eclectic and diverse mix of land uses.

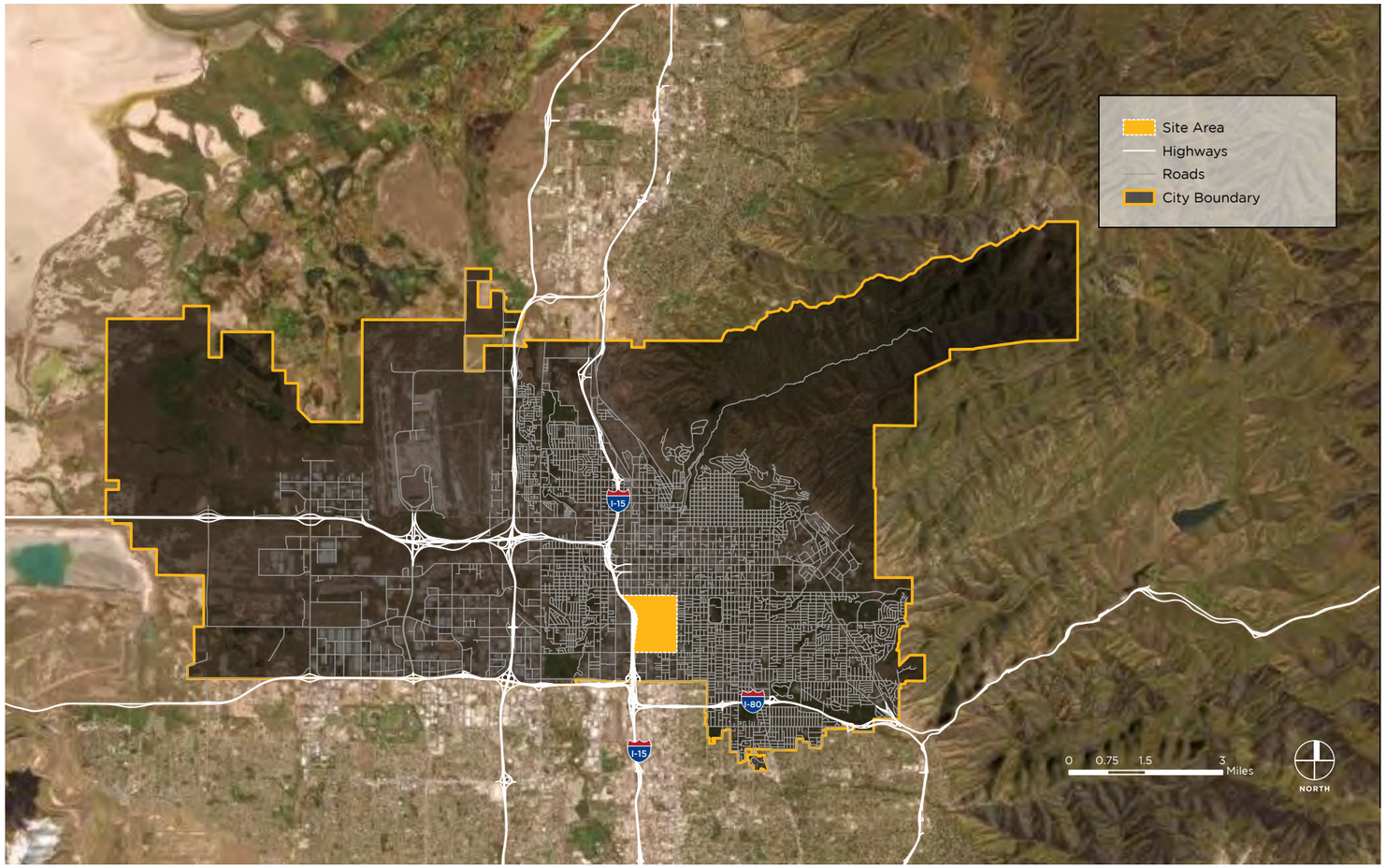
The study area for this plan does not include the entire Ballpark Community Council area. The southern boundary of the study area is 1700 South.

The Ballpark neighborhood is characterized by a mix of uses near downtown Salt Lake and is easily accessible via TRAX light rail and major transportation corridors including I-15 and I-80, Figure 3.1. One of the key benefits identified by residents of the neighborhood is proximity to downtown. However, the transportation corridors also pose barriers to connectivity within the neighborhood. The presence of both I-15 and the UTA light rail lines inhibit east-west movement by acting as physical barriers and posing several safety issues for pedestrians and bicyclists navigating the area.



Smith's Ballpark / GSBS Consulting

FIGURE 3.1: BALLPARK REGIONAL CONTEXT MAP



Demographics

Ballpark neighborhood households are:

• smaller,

• younger, and

• more likely to rent

than households in the rest of Salt Lake City, the County, and the State of Utah.

There are an estimated 4,131 people living in 1,854 households within the study area boundaries. WFRC projects an increase to approximately 10,021 people by 2040. At current household sizes this is an additional 1,100 dwelling units in the next 20 years. Based on availability of developable land and the mix of land uses, actual growth could be even higher.

Ballpark residents have a median age of 32.6 years with a larger population of young children (0 – 14) compared to Salt Lake City. However, study area has a smaller portion of the population ages 15 – 25, as well as elderly population (65+).

The Ballpark area is diverse, with some similarities to Salt Lake City, with a greater percentage of Caucasian population, and those residents who identified as Some Other Race. The study area is also home to a high percentage of Hispanic residents, Table 3.1.

The diverse population in the Ballpark area can prove to be an asset in terms of employment, as oftentimes employers will seek a diverse workforce to fill roles. Having a diverse population and skills available to employers can be leveraged as an asset for the community.

To further understand the diversity of the Ballpark area, an analysis of Simpson's Diversity Index was conducted to measure the diversity of a population in which members belong to a unique group. The analysis measures the racial and ethnic homogeneity of an area. The Ballpark area has Diversity Index scores of 0.38 and 0.34, respectively. Compared to the other block groups in vicinity of the study area, the Ballpark area has a higher level of diversity. This also means that while there aren't large ratios of diverse populations in the study area, there are a high number of unique races and ethnicities within the community.

An analysis of spoken languages was conducted and shows an increased level of languages spoken throughout the study area compared to Salt Lake City . Data provided by Liberty and Whittier Elementary, which includes languages of families, indicate that the majority of alternate languages spoken in the schools in the area include Spanish, Arabic, Burmese, Karen, Somali.

TABLE 3.1 RACE AND ETHNICITY IN THE BALLPARK STATION AREA AND SALT LAKE CITY

RACE	BALLPARK STATION AREA %	SALT LAKE CITY %
Caucasian	72.6%	70.9%
African American	2.4%	3.5%
American Indian & Alaska Native	0.0%	1.3%
Asian	4.6%	6.2%
Native Hawaiian & Other Pacific Islander	0.6%	2.1%
Some Other Race	18.2%	11.7%
Two or More Races	1.5%	4.3%
TOTAL	**99.9%**	**100.0%**
ETHNICITY		
Hispanic Origin	22.2%	24.0%

Source: 2019 American Community Survey 5-Year Estimates, ESRI

The average size of households in the study area is significantly smaller at 2.2 people per household compared to the average household size of 3.13 observed throughout Salt Lake City and Utah. The Ballpark study area consists primarily of renter-occupied housing (78.6%) much higher than in surrounding multiplicities, Salt Lake County and in Utah, Table 3.2. More information on housing in Salt Lake City can be found in the Moderate Income Housing Plan.

As shown in Table 3.3, the incomes within the study area are significantly lower than the incomes throughout Salt Lake City or the state of Utah. According to the 2019 U.S. Census Bureau ACS 5-year estimates, over 32 percent of households in the study area make less than $15,000 annually. In contrast, only 6.3 percent of households throughout the state earn less than $15,000. A large portion (22 percent) of households within the study area make between $50,000 and $75,000 annually, but only 12 percent of total households make more than $75,000.

TABLE 3.2: OWNERSHIP AND RENTERSHIP RATES IN THE BALLPARK STATION AREA AND SURROUNDING REGION

	BALLPARK STATION AREA	SALT LAKE CITY	SALT LAKE COUNTY	UTAH
Total Households	1,854	82,259	397,918	1,050,542
Owner Households	15.3%	41.3%	61.8%	63.1%
Renter Households	78.6%	51.7%	33.2%	27.0%
Vacant Households	6.1%	7.0%	5.0%	9.9%
Families	768	41,258	277,473	781,973
Household Size	2.20	2.41	2.99	3.13

Source: 2019 American Community Survey 5-Year Estimates, ESRI

TABLE 3.3: INCOME IN THE BALLPARK STATION AREA AND SURROUNDING REGION

	BALLPARK STATION AREA	SALT LAKE COUNTY	SALT LAKE MSA	UTAH
Median Household Income	$26,047	$76,410	$76,256	$73,015
Average Household Income	$44,498	$99,988	$99,114	$92,612
Per Capita Income	$19,992	$33,095	$32,666	$29,227

Source: 2019 American Community Survey 5-Year Estimates, ESRI

SUMMARY OF EXISTING CONDITIONS

Prior Planning Efforts

Several plans have been completed on areas adjacent too or within the Ballpark Neighborhood over the past decade. Many of the recommendations from these prior plans are incorporated into this Station Area Plan.

Existing Plans for the Area Include:

Adopted City Plans:

- Downtown Master Plan / Central 9th
- Central Community Plan
- State Street Reinvestment Plan
- Growing SLC
- Plan Salt Lake
- Salt Lake City Street Lighting Master Plan (undergoing adoption)

Not Adopted:

- Life on State 2010
- Life on State Implementation
- Student Ballpark Master Plan Project
- Homeless Resource Centers Neighborhood Action Strategies
- Salt Lake City Parks & Public Lands Needs Assessment

CENTRAL COMMUNITY PLAN – 2005

The most recent official plan for the Ballpark Neighborhood is the Central Community Plan adopted in 2005. The plan identified goals, strategies, and future land use for each of the neighborhoods within the Central Community Planning District.

The plan identified four fundamental goals for the Central Community:

- Livable communities and neighborhoods
- Vital and sustainable commerce
- Unique and active places
- Pedestrian mobility and accessibility

LIFE ON STATE - 2010

Life on State is a multi-jurisdictional vision document sponsored by Wasatch Front Regional Council that identified several goals for State Street/Highway 89 as it passes through the Salt Lake Valley.

LIFE ON STATE IMPLEMENTATION PLAN - 2018

In April 2018, Salt Lake City and South Salt Lake City completed a Life on State Implementation Plan that built on the vision and goals of the Life on State Vision plan to identify the specific elements and strategies to transform State Street to a "Signature Street."

DOWNTOWN MASTER PLAN/CENTRAL NINTH NEIGHBORHOOD - 2016

The Central Ninth neighborhood immediately to the north of the Ballpark Neighborhood is part of the Downtown Planning District.

The Downtown Master Plan identified a catalytic project to connect the Central Ninth Neighborhood to the Ballpark Neighborhood through the area occupied by the I-15 900 South viaduct, Figure 3.2. This initiative identifies improvement of existing underpasses to enhance pedestrian and bicycle safety and experience, improve unused right-of-way for community greenspace, and eventually remove the viaduct to add community space to the neighborhood.

HOMELESS RESOURCE CENTERS NEIGHBORHOOD ACTION STRATEGIES – 2020

Salt Lake City completed a plan to assess the impacts of two new Homeless Resource Centers in the Central Community. The Gail Miller Homeless Resource Center is located within the study area and provides beds for 200 unhoused men and women. The Geraldine King Resource Center is located two blocks north of the study area and provides beds for 200 unhoused women. The plan identified the following key strategies:

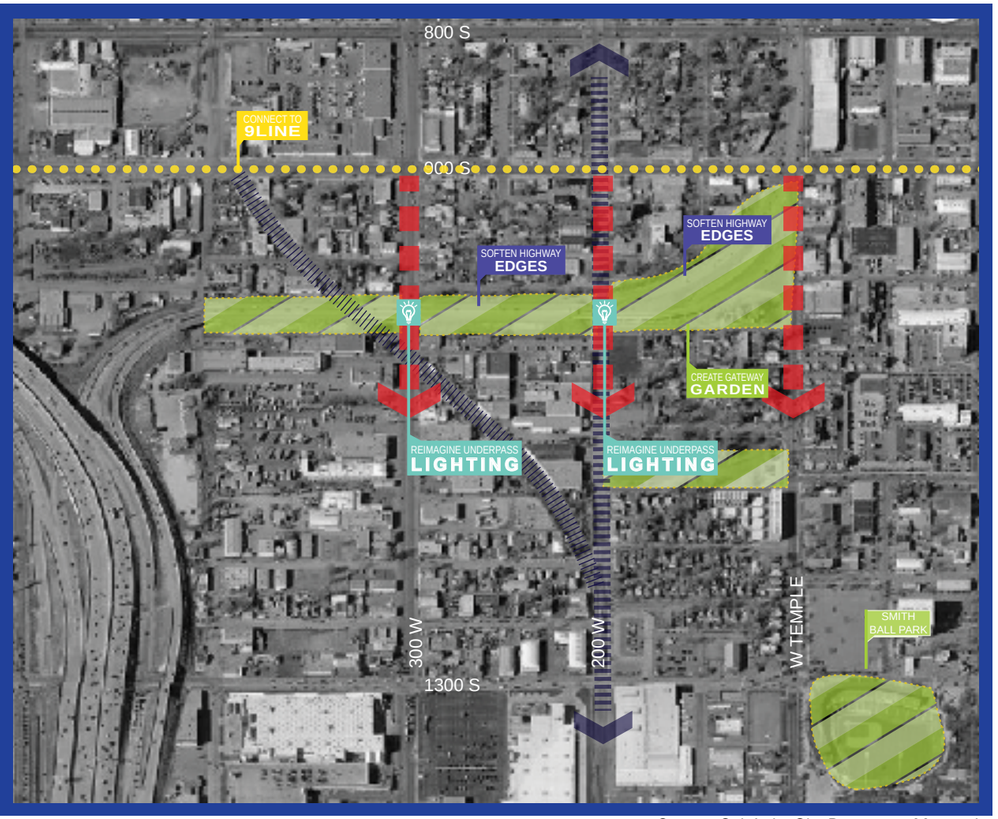
1. Commit to long-term investments in the physical and social infrastructure in neighborhoods around the new homeless resource centers.
2. Lead efforts to secure funding support from other non-City sources for investments in HRC neighborhoods.
3. Prioritize and fast-track planned City projects in the Capital Facilities Plan in neighborhoods supporting the HRC facilities.
4. Foster community driven efforts to improve quality of life in neighborhoods near resource centers.

FIGURE 3.2: CATALYTIC PROJECT: CONNECTING CENTRAL NINTH TO BALLPARK

The 900 South Viaduct separates the Central Ninth neighborhood and the Ballpark neighborhood to the south. The two neighborhoods should be better connected to provide both neighborhoods with housing options, access to open space, and provide opportunities to walk to transit, shops, dining, etc.

The connections could be improved by addressing the West Temple and 900 South viaduct. As the viaduct ages and comes closer to the end of its structural life, City Hall should work with area residents and business owners, UDOT, and UTA (who owns the abandoned rail corridor that passes under the viaduct) to study alternatives that improves the connectivity between the neighborhoods.

Improving underpasses and adding amenities on both sides of the viaduct will help improve the connectivity and desirability of both neighborhoods. This may include the addition of public art, pedestrian lighting, street trees, and other pedestrian comfort amenities along the north-south streets.



Source: Salt Lake City Downtown Masterplan

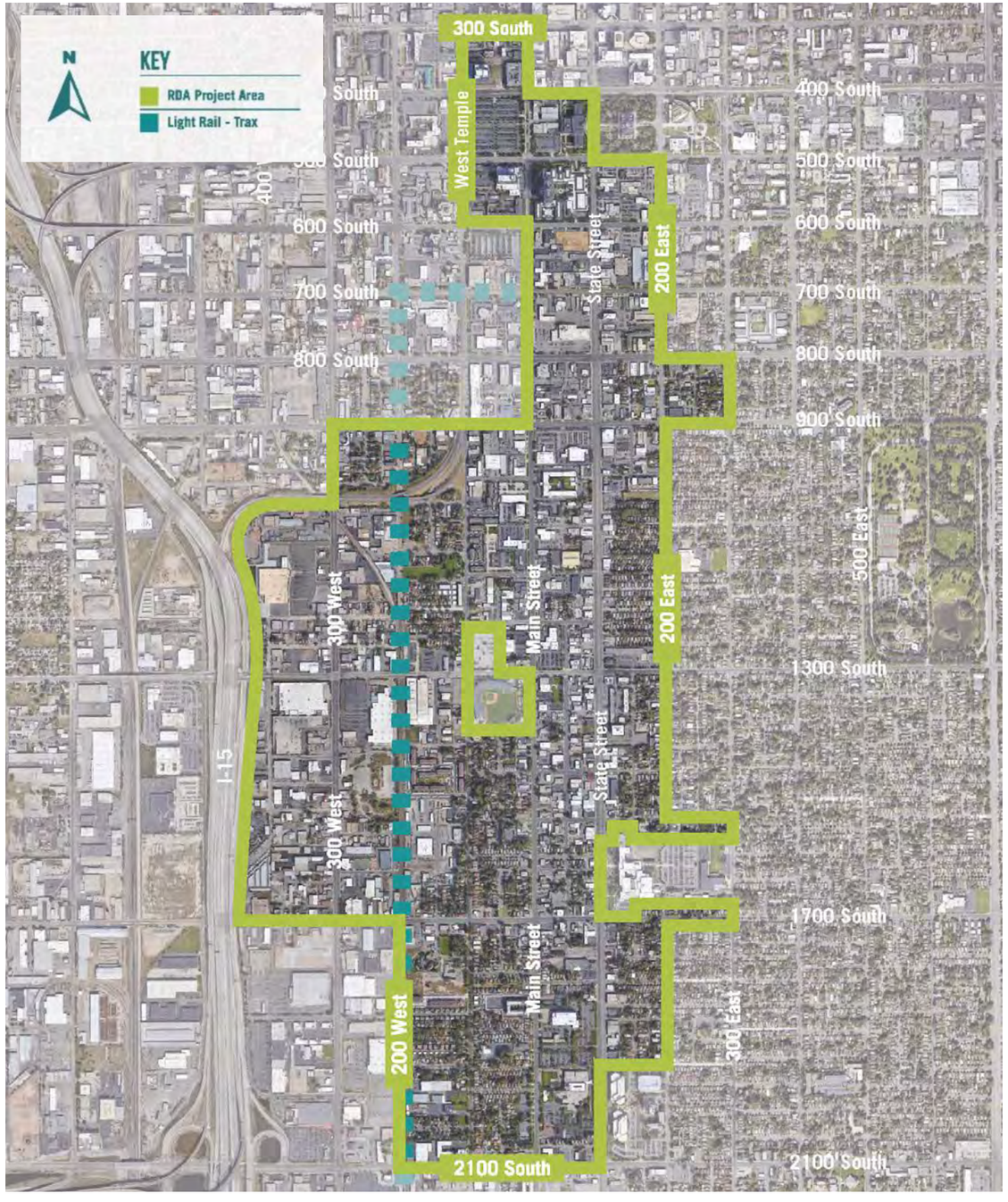
The plan also identified near-, mid-, and long-term projects in the neighborhoods surrounding each of the HRCs in the Central Community to help mitigate the impacts of the centers. Many of the projects identified are City-wide projects such as improvements to transit access and housing policies and investments. The infrastructure improvement projects identified for the Ballpark Neighborhood, within ½ mile of the Gail Miller HRC include:

- **Near Term**
  - + 300 West rebuild and ADA-accessibility improvements
  - + Construction of a pedestrian crossing on 1300 to the Ballpark TRAX
  - + Main Street Cycle Track
  - + Street Lighting updates
  - + Greenbike station at Ballpark TRAX Station
- **Mid Term**
  - + Construction of a neighborhood byway
- **Long Term**
  - + Multi-modal transportation improvements on State Street
  - + Protected bike lanes on 300 West, 1700 South, 200 West, and West Temple
  - + Improved bus facilities

STATE STREET PROJECT AREA PLAN– 2019

The Redevelopment Agency of Salt Lake City created the State Street Project Area Plan to further the economic development goals of the City and community, including land use and connectivity. The Plan includes the Ballpark Station Area Planning boundaries with the exception of a “carve out” for the Ballpark property and the City-owned parking lot to the north, incorporates the community vision and land use plans established by the Downtown Master Plan and the Central Community Master Plan, and provides funding and investment tools to help leverage private investment in the neighborhood. As seen in Figure 3.3, the project area extends along State Street from 300 South on the north to 2100 South on the south.

FIGURE 3.3: STATE STREET PROJECT AREA MAP



SALT LAKE CITY PUBLIC LANDS NEEDS ASSESSMENT - 2019

In 2019 the city identified existing natural lands needs for urban and non-urban areas of Salt Lake City. The plan identifies level of service for the city's seven planning areas and identifies community goals for the Parks & Public lands system as it grows.

SALT LAKE CITY GENTRIFICATION ASSESSMENT AND DISPLACEMENT MITIGATION PLAN (EXPECTED COMPLETION 2022)

A plan to assess gentrification pressures and risk of involuntary displacement in Salt Lake City's neighborhoods is expected to be completed in 2022. The effort will involve extensive community engagement, address inequities in the community, and provide recommendations for programs, policies and strategies to help residents stay in place and benefit from neighborhood investments.

SALT LAKE CITY STREET LIGHTING MASTER PLAN (MOVING THROUGH ADOPTION PROCESS)

The Salt Lake City Department of Public Utilities created a Street Lighting Master Plan to identify areas of high priority for additional street lighting through out the city and to define proper placement and light levels for all city street lighting. The Street Lighting Master Plan

The Master Plan archives all existing light poles and provides design and placement recommendations according to surrounding land use and ecological health.

GROWING SALT LAKE CITY – A FIVE YEAR HOUSING PLAN

Growing Salt Lake City is a five-year housing plan for the city from 2018 to 2022 and was published in January 2018 by the Department of Community and Neighborhoods. The Plan contains several topics including updates to zoning code, preservation of affordable housing, and equitability, fair housing, and transportation. Another key point of the plan is the close relationship of transportation, transit-oriented development, affordable housing.

The plan focuses on how to make the city affordable so that more individuals and families can find housing there. With the anticipated increase in population comes transportation strains. The plan states that the need to create viable pedestrian, bicycle, and transit options is paramount as the City's population grows. The Ballpark neighborhood has seen a large share of this growth since the adoption of this plan in 2018, primarily in new multifamily development.

PLAN SALT LAKE

Plan Salt Lake was adopted in December 2015 and gives a vision for the city through the year 2040. The plan gives a framework to prepare the city for the growth that is anticipated to come in future years.

STUDENT PROJECT BALLPARK NEIGHBORHOOD MASTER PLAN, UNIVERSITY OF UTAH – 2020

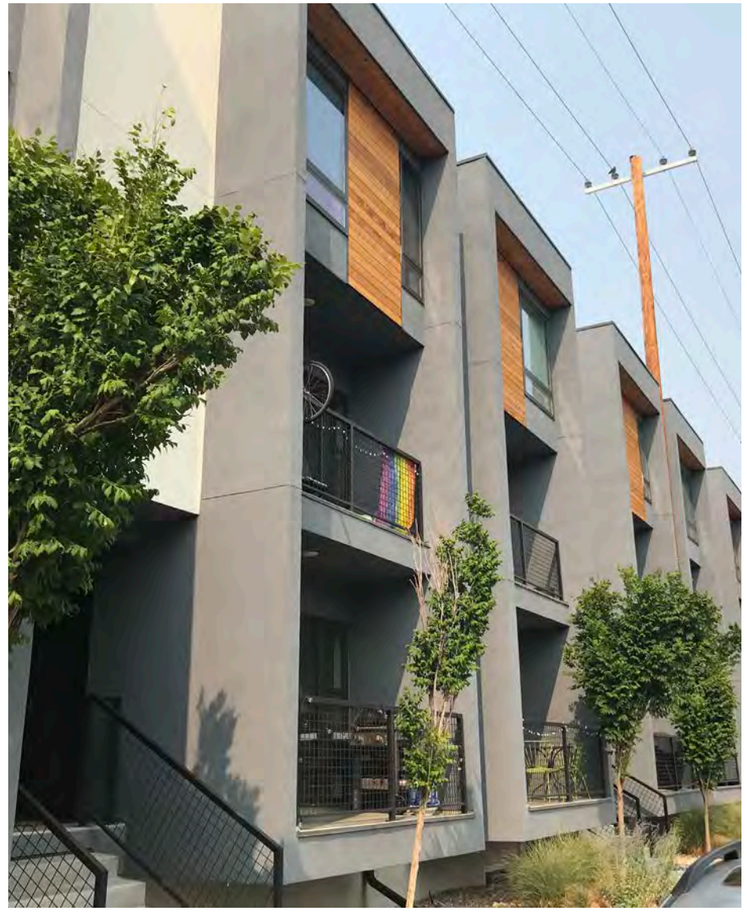
A group of students from the University of Utah's Department of City and Metropolitan Planning worked with members of the Ballpark Neighborhood Council to complete a neighborhood master plan. The plan identified a vision statement for the neighborhood:

The Ballpark Neighborhood is a safe, vibrant, diverse, connected, and accessible neighborhood that welcomes new growth while preserving the existing sense of community.

> Safe – Residents will feel safe in their homes and throughout their community, and the neighborhood will be perceived as a safe area of the city.
>
> Vibrant – The Ballpark Neighborhood will be a destination for culture, arts, and entertainment that will be economically thriving and attractive to new businesses and visitors.
>
> Diverse – The neighborhood will include a wide variety of land uses, amenities, and housing types to serve the needs of its diverse residents.
>
> Connected and Accessible – The Ballpark Neighborhood will be a "gateway to the City" that feels both physically and socially connected to the rest of the City as well as a internally.
>
> Balanced – The neighborhood will welcome new growth while preserving the existing sense of community.

In addition, the plan identified five focus areas to help guide the future of the area.:

- Reimagining Main Street
- Creating Housing Opportunities for Current and Future Neighbors
- Increasing Mobility Options
- Greening Ballpark
- Creating Vibrant Transit Station Areas



Ballpark Neighborhood condominiums / GSBS Consulting

CONNECTIVITY AND THE PEDESTRIAN & BIKING ENVIRONMENT

The Ballpark's central location along several major regional transportation routes, proximity to transit, and transitioning urban landscape offer opportunities for enhanced pedestrian and bicycle connectivity. Figure 3.4 shows the existing location of bike, pedestrian and transit facilities in the neighborhood. As the area continues to develop, enhancing multimodal connectivity should be a priority to preserve existing connections and create a safe and efficient area to navigate for all ages and abilities.

The Ballpark neighborhood has several high-volume roadways. 1300 South serves a high volume of east-west traffic from State Street to I-15, with 900 South and 1700 South also carrying notable traffic volumes. State Street and 300 West carry high volumes of vehicles moving north-south.

The neighborhood is served by three TRAX light rail lines which run through the heart of the neighborhood, Figure 3.4. The area is also served by two frequent bus lines, the 9 (900 South) and the 200 (State Street) as well as the 17 (1700 South) which runs at a 30 minute frequency.

The area has several existing bike routes connecting though the area. Main Street is identified as a bikeway and has a designated striped bike lane. The section of 900 South from I-15 to 300 West will have a buffered bike lane, and a marked shared roadway is planned to connect Paxton Avenue to the 1300 South underpass.

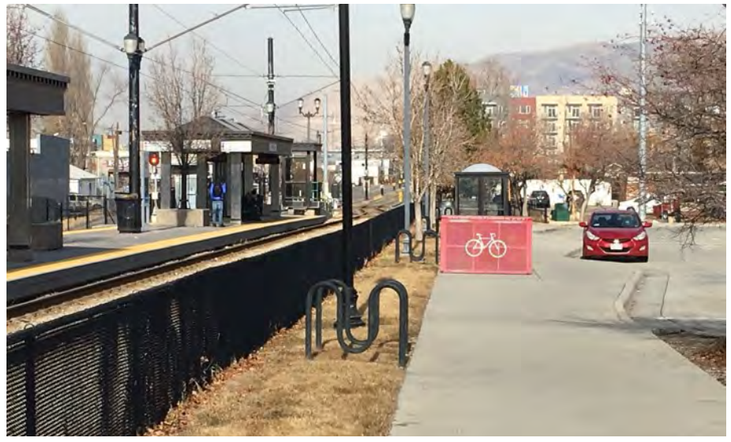
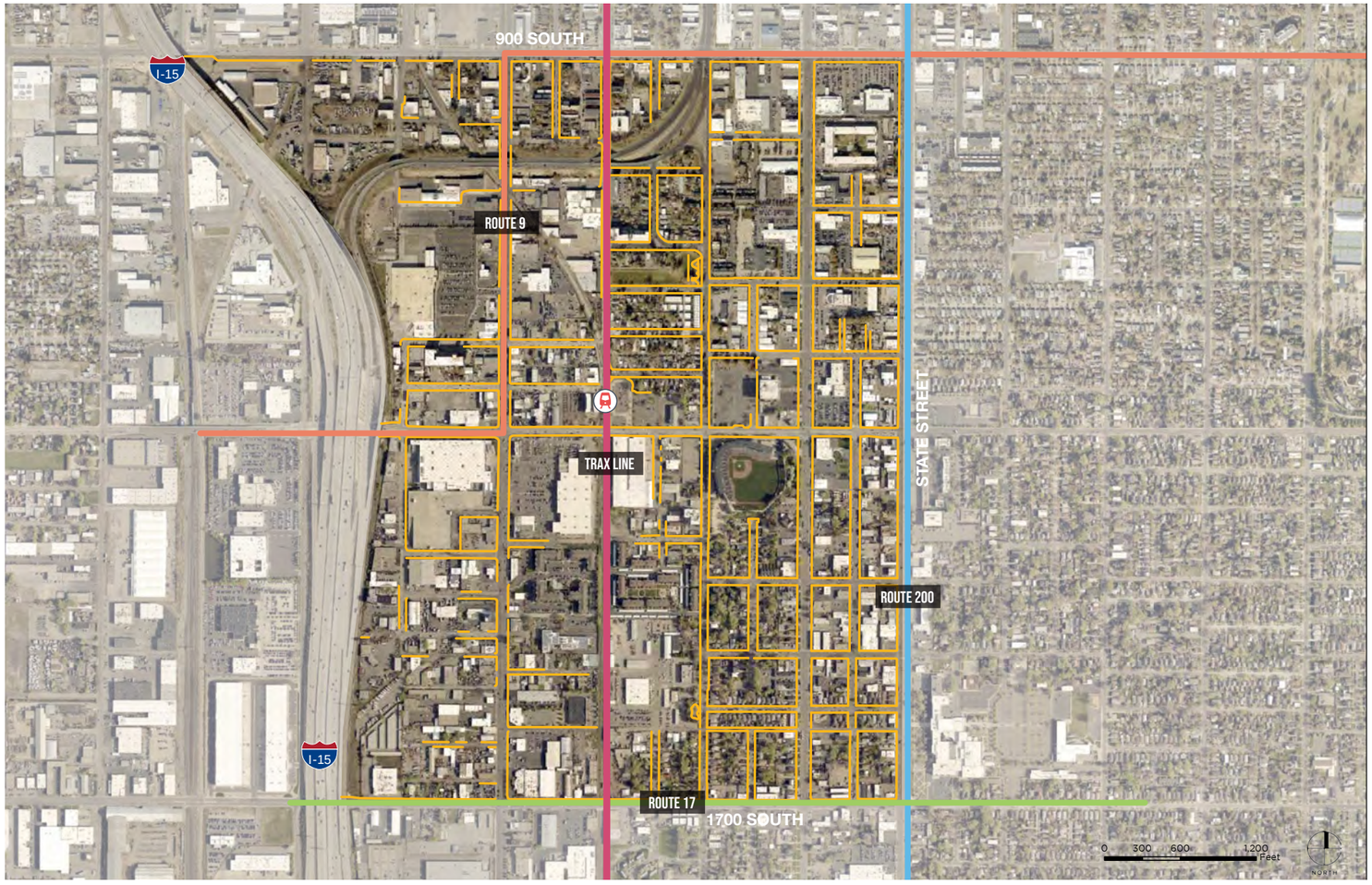


photo credit / caption

FIGURE 3.4: SIDEWALK AND TRANSIT MAP



LEGEND

- Site Boundary
- Sidewalks
- Ballpark Station

Sidewalks are mostly complete in the study area although there are large gaps south of 1300 South between 300 West and West Temple, and in the north-west area of the project area. The existing sidewalk network needs repair along many of the major roadways and often provides limited width and space for movement alongside fast-moving vehicle traffic. Other obstacles, like light poles and uneven surfaces, present barriers for those using mobility devices and force pedestrians to navigate around them.

Overall, east-west connectivity for pedestrians and bicycles is limited due to several roadways and rail lines which inhibit ease of movement through the area. Pedestrians and bicycles within the neighborhood must cross the TRAX line at either 900 South, 1300 South or 1700 South resulting in frequent illegal and dangerous crossings at points along the rail line. Several roadways with infrequent signalized crossings also act as barriers for navigating the neighborhood, such as 1300 South and 300 West, which have infrequent crossings and require pedestrians to extend their travel distance to cross at the nearest stoplight or cross illegally.



Local business in the Ballpark Station Area.

SUMMARY OF STATION AREA CASE STUDIES

Creating thriving and inclusive neighborhoods in areas surrounding major and minor league ballparks is a goal that cities strive to achieve through a variety of infrastructure and non-infrastructure investments. However, achieving this goal is often a challenge. Ballpark architecture and design plays a role in how well it integrates and enhances the surrounding community, and there are several other factors extending beyond the Ballpark itself that could help accelerate or facilitate economic and community vibrancy and integrate these otherwise disparate land uses.

This exploration of case studies from ballpark areas across the country provides the planning team and the community examples of ballpark design and ballpark district activation strategies and outcomes to understand and identify lessons learned from similar ballparks that might support the vision and goals for the Smith's Ballpark area. An initial list of case studies were selected based on those ballpark areas that are similar in urban scale and context to Smith's Ballpark, including proximity to high quality transit, and community activation/integration. The full case study summary can be found in Appendix x. The selected case studies included:

Major League Baseball Ballparks

- Boston, MA
- Chicago, IL

Minor League Ballparks

- Memphis, TN
- Oklahoma City, OK
- El Paso, TX

The Major League examples informed decision making by providing examples of ballparks with longstanding success. The Minor League case studies provide a comparison of areas facing similar opportunities and challenges as Salt Lake City. Table 3.4 shows a comparison between the three Minor League case studies in comparison to Smith's Ballpark.

TABLE 3.4: SUMMARY OF BALLPARK CASE STUDIES

	CASE STUDIES			
	SALT LAKE CITY BALLPARK NEIGHBORHOOD	CHICKASAW BRICKTOWN BALLPARK	SOUTHWEST UNIVERSITY PARK	AUTOZONE PARK
LOCATION	Salt Lake City, UT	Oklahoma City, OK	El Paso, TX	Memphis, TN
OPENING DATE	-	April 1998	April 2014	April 2000
STADIUM CAPACITY	-	13,066	9,500	14,320
SURROUNDING AREA (1 MI) FACTS				
Population (2020)	15,587	4,532	14,994	12,210
Population Growth (2010 to 2020)	+15%	+60%	+11%	+1%
Median Household Income (2020)	$43,166	$56,927	$16,713	$25,195
Occupied Housing Units (2020)	64% Rented/36% Owned	90% Rented/10% Owned	84% Rented/16% Owned	89% Rented/11% Owned
BALLPARK AREA FEATURES				
Identified in an area plan or Comprehensive Plan		✓	✓	✓
Pedestrian-only infrastructure		✓	✓	
Multimodal Connectivity (bike share, bike lanes, shared mobility)		✓		✓
Accessible by high quality transit	✓	✓	✓	✓
Parks/green spaces within the area	✓	✓	✓	✓
Diverse surrounding land uses	✓	✓	✓	✓
Adaptive reuse of existing buildings		✓		✓
Special zoning regulations for the area		✓	✓	✓
Ballpark hosts other events (sporting and non-sporting)		✓	✓	✓
Supports community events within the Ballpark area		✓	✓	✓

BOSTON - FENWAY PARK

LOCATION: Boston, MA

CITY POPULATION: 694,583

STADIUM CAPACITY: 37,305

OPENING DATE: April 1912

Key Takeaways

Fenway Park is one of the most iconic ballparks and ballpark areas in the MLB because of its history, design, and the activity and draw of the surrounding neighborhood. Some of these themes are hard to replicate, mainly because the neighborhood has grown up around the ballpark. Additionally, in the past 10 years, the neighborhood has seen millions of dollars in new development, creating an area that attracts students, young professionals, and families alike to both live and visit. However, there are some strategies that could be implemented to help recreate some of Fenway's success, including:

- Celebrate what makes a ballpark and its surrounding area unique. Some of Fenway's most memorable elements have been engineered away in other more modern ballparks. Irregularities in design and layout should be celebrated to foster a unique sense of place.

- Extend the ballpark atmosphere beyond the ballpark. Fenway Park's gameday atmosphere spills out into the surrounding streets for multiple blocks, partly due to the limited space inside the ballpark. While that may be hard for other ballparks to replicate, the ballpark atmosphere is possible to foster and create outside the ballpark by creative use of right of way (closing/reusing streets) and special building regulations (zoning and design guidelines)

CHICAGO - WRIGLEY FIELD

LOCATION: Chicago, IL

CITY POPULATION: 2,693,976

STADIUM CAPACITY: 41,649

OPENING DATE: April 1914

Key Takeaways

Like Fenway, Wrigley's age and history play a huge role in elevating the ballpark to one of the most beloved in all of baseball. However, there are some applicable strategies that can be applied to the SLC Ballpark area to help recreate some of what makes Wrigley so special including:

- Having an open dialogue between ballpark and neighborhood. The incredibly close integration of ballpark and neighborhood has created several challenges through the years. The partnership between the two has been rocky at times but having both an open dialogue through a neighborhood council, along with a formalized agreement in place, have helped the two navigate disputes and thrive together.

- Blur lines between ballpark and neighborhood. There is perhaps no better example of this takeaway than Wrigley Field. Surrounding businesses have taken advantage of the low walls in the outfield and built bleachers that can see into the stadium, becoming some of the most iconic elements of the stadium experience. While there are logistical challenges to implementing some of these elements at modern ballparks, creative ideas should be explored to help create a more permeable relationship between the ballpark and its surroundings.

- The Chicago Cubs established a Neighborhood Preservation Fund in 2021 to invest in the surrounding neighborhood through street lighting, paving and infrastructure work around the ballpark.



© Yards of Summer



© Twitter (@BobVorwald)

OKLAHOMA CITY – CHICKASAW BRICKTOWN BALLPARK

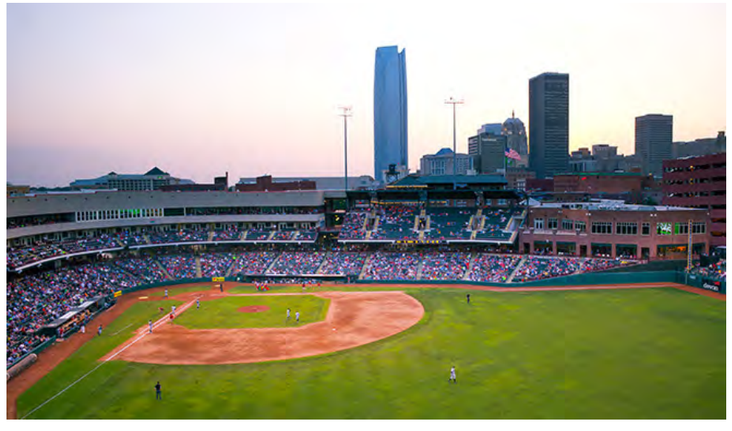
LOCATION: Oklahoma City, Oklahoma

CITY POPULATION: 551,789

**Table 3.4 shows comparison to Salt Lake Ballpark Neighborhood*



© TripAdvisor



OKC Dodgers Baseball Game (© nbykzs168.com)

Viewed as one of the most successful ballparks in the minor league, Bricktown Ballpark was part of the larger Bricktown redevelopment plan that helped energize the surrounding area while generating $238 million dollars in housing and mixed-use development. This case study highlights practices and lessons learned in supporting economic development, community-driven design and activation, and how the ballpark and surrounding area have blended development and culture.

Key Takeaways

- Look to create additional drivers beyond the ballpark. While a ballpark can help define an area and be the primary attractor, other community serving destinations can help create a more year-round destination and help to activate the area on non-gamedays.

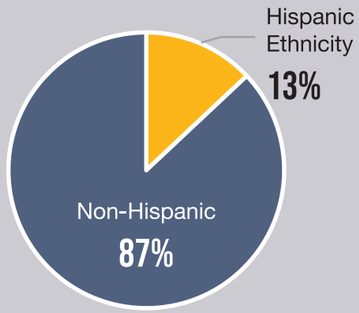
- Make multimodal connectivity safe and efficient, on gamedays and non-gamedays. While most visitors may still drive to the game, providing safe and convenient options for people to walk, bike, and take transit can benefit both gameday traffic operations and the neighborhood on non-gamedays.

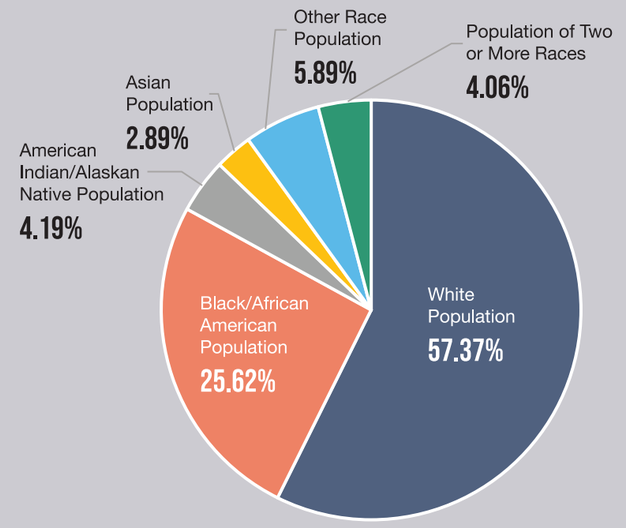
- Adaptative Reuse of existing infrastructure. Thinking creatively about existing infrastructure can help add to an area's sense of place by adding an element of originality to an area. Projects can include the reuse of existing ROW or other urban utility infrastructure.



Winter Festival at Bricktown Ballpark

COMMUNITY PROFILE





EL PASO – SOUTHWEST UNIVERSITY PARK

LOCATION: El Paso, Texas

CITY POPULATION: 682,669

**Table 3.4 shows comparison to Salt Lake Ballpark Neighborhood*



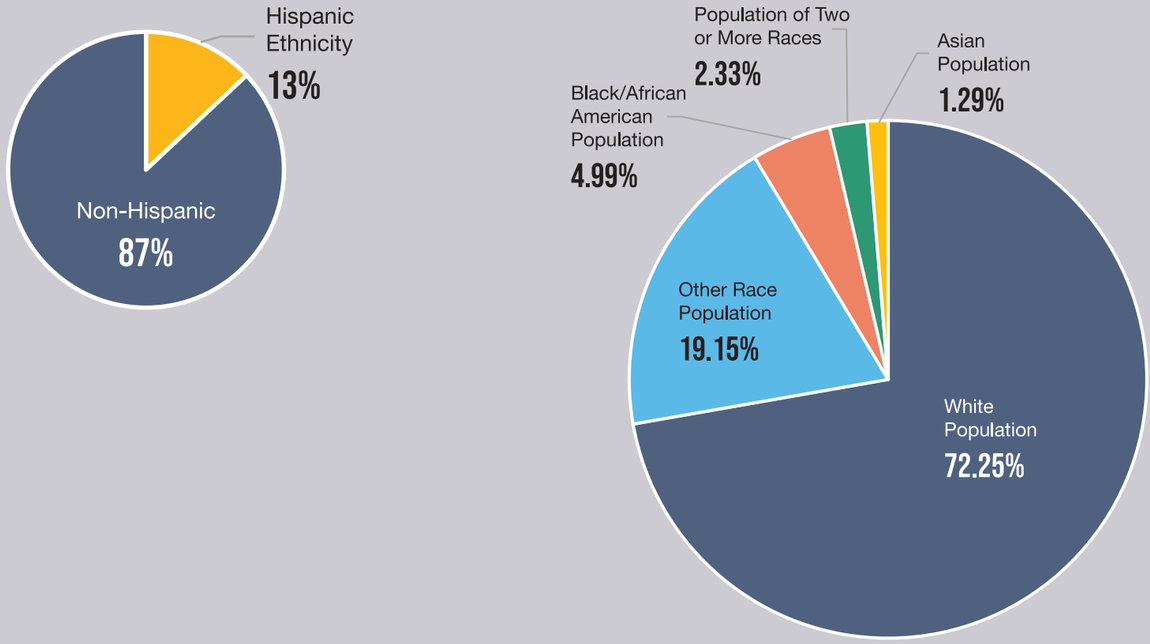
© TripAdvisor

Opened on the edge of the Downtown area, El Paso's ballpark case study highlights successes in integrating and celebrating the community's culture through public art and activated public spaces. The ballpark is also on a challenging site, segregated from the surrounding neighborhoods by a freeway and heavy rail lines, causing the City and its partners to think creatively how they enhance the gameday experience of getting to the stadium, while also improving neighborhood mobility.

Key Takeaways

- A ballpark is not enough. From an economic development and redevelopment perspective, Southwest University Park confirms what many other Cities have encountered when building a new sports facility: that while it can help kick start or accelerate economic development, in and of itself the ballpark is not enough to be the sole driver for an area's revitalization.
- Strategic connectivity investments can go a long way. The connectivity of the area surrounding Southwest University Park suffers from a range of transportation barriers such as freight rail tracks and a major freeway. The City has focused on improving a few strategic connections to the ballpark, rather than improving every street in the area. The Durango Street overpass and the Missouri Road shared street are two examples of those strategic investments to enhance immediate ballpark connectivity.

COMMUNITY PROFILE



MEMPHIS – AUTOZONE PARK

LOCATION: Memphis, Tennessee

CITY POPULATION: 650,618

POPULATION RACE & ETHNICITY:

**Table 3.4 shows comparison to Salt Lake Ballpark Neighborhood*



Memphis AutoZone Park (© Stadium Journey)

Home of the Memphis Redbirds, the AutoZone ballpark is renowned for its retro design, borrowing design elements from the surrounding historic architecture, and the efforts to integrate with and enhance the surrounding neighborhood. The ballpark won a Congress for the New Urbanism (CNU) Charter Award for the way in which the ballpark laid the groundwork for kickstarting community revitalization and the creation of a ballpark district. The Ballpark District was a recipient of an Urban Land Institute (ULI) Award for Excellence in 2002 as Downtown Memphis developed into an enhanced neighborhood.

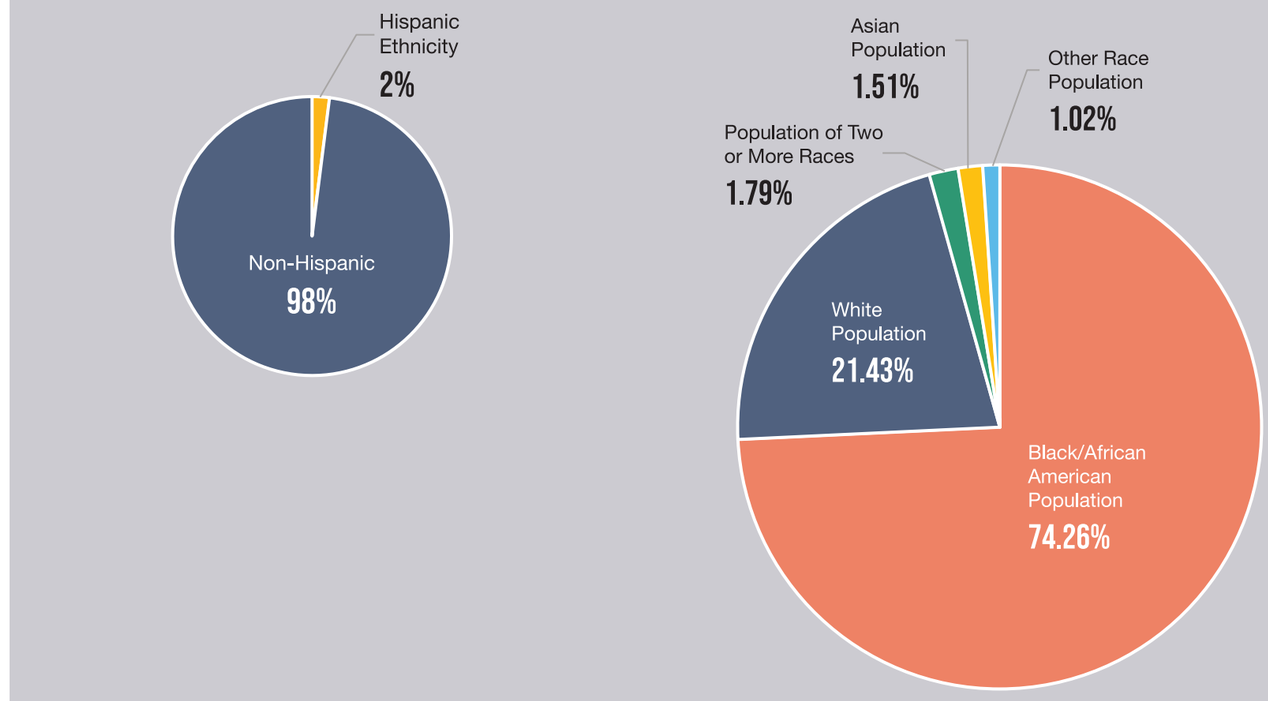
Key Takeaways

- Not a ballpark, a ballpark district. What makes AutoZone Park a standout is that it was not designed simply as a ballpark. The ballpark was conceived as a "Ballpark District" including dense multifamily development, new office buildings, a minor league baseball museum, a public elementary school (important for attracting families with children to downtown), and the adaptive reuse of the upper stories of an old YMCA building to lofts, along with the reuse of other historic buildings.

- Ballpark as public space. The entry plaza, diagonally across an intersection from the landmark Peabody Hotel, provides a place for people to enjoy music, food, and entertainment before and after baseball games, and it functions as a gathering place at other times. The baseball team and the city both work to activate these spaces on gamedays and non-gamedays alike.

- Parking as an activator. Rather than rely on a massive parking structure/lot, fans can find about 6,000 parking spaces within four blocks of the ballpark. The parking strategy works well as people can find less expensive parking further from the ballpark and as they stroll to and from the game they help to animate the streets.

COMMUNITY PROFILE



SUMMARY

The three case studies highlight different design, policy, and program initiatives that have helped activate, connect, and integrate ballpark areas and the neighborhoods and communities that surround them. The following key takeaways were inferred from the case studies research:

- Strategically interconnecting diverse forms of transportation, including “first and last mile” options, is important in creating an accessible ballpark and surrounding neighborhood for both gameday mobility, and neighborhood connectivity on non-gamedays.

- Establishing connected, accessible, and pedestrian-oriented land uses and facilities creates a vibrant and engaging experience for visitors and residents in the area.

- Holding multiple types of events, including community-driven events within a ballpark area, such as community movie nights, concerts, or festivals can help engage the surrounding community and enhance surrounding neighborhoods.

- Reusing existing buildings and infrastructure can reduce infrastructure costs, enhance the sense of place, maintain neighborhood history, and character, and integrate ballpark design and uses with a surrounding neighborhood.

- Establishing unique goals, policies, and regulations can help develop a ballpark neighborhood that complements the area’s desired character.

While a ballpark can help spur initial development and investment in an area, development or redevelopment efforts will often require additional supportive policies, financing, programs, and initiatives in order to truly maximize the investment in the Ballpark itself.



Mural outside of the Urban Indian Center on 1300 South / GSBS Consulting

SUMMARY OF PUBLIC ENGAGEMENT

Overview

Over the course of nine months, the Ballpark Community developed the Ballpark Station Area plan through a consultant-guided process. Because of the constraints of the COVID-19 pandemic, the process was completely virtual except for the final community event. The process included engagement on several levels through live virtual events, one-on-one Stakeholder meetings, small group Steering Committee meetings and online outreach including an interactive map and a bilingual survey. The Community gave input on a future land use strategy and design considerations. The project area is centered on Smith's Ballpark and the Ballpark TRAX station, an area considered the "Heart" of the Ballpark Neighborhood. The Plan includes guidelines and a vision for the future of the Ballpark neighborhood from I-15 to State Street, 900 South to 1700 South and into the surrounding community.

Community Council

The public-facing part of the process began in December 2020 with a presentation about the Ballpark Station Area Planning process to the Ballpark Community Council and Ballpark Community. The Consulting team shared the schedule and engagement tools with the community and answered questions, addressed concerns, and provided information to promote community involvement throughout the process. Members from the project team attended the monthly community council meetings to better understand what community members in the Ballpark neighborhood experience and to gain a better understanding of the needs of the area. The draft Station Area Plan and supporting strategies were then presented to the Community during the December 2, 2021 Community Council Meeting for review and before finalizing the project recommendations and concepts.

Steering Committee

A steering committee was formed to help guide the process, review material, and to act as ambassadors for the Station Area Plan. The four Steering Committee meetings occurred on the evenings of February 4th, March 11th, April 8th, and May 13th, 2021. Steering Committee members were invited from a diverse list of community members provided by the Community Council leadership as well as individuals recommended by other Steering Committee members and the project management group. The Steering Committee included residents, business owners, representatives from Smith's Ballpark, and local non-profit and community organization leaders.

The Steering Committee was responsible for:

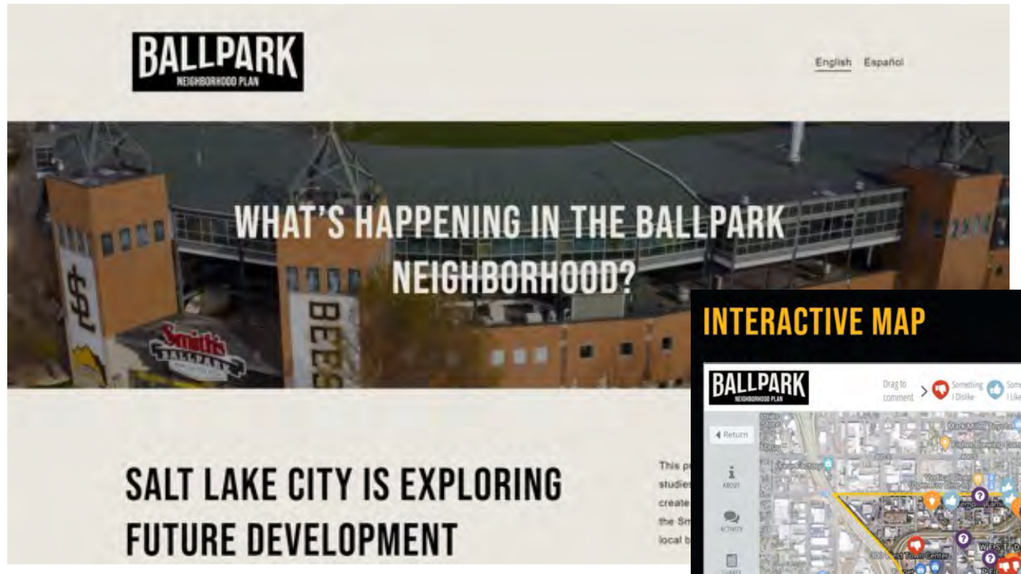
- Refining the goals and vision for the area
- Reviewing case studies for other ballparks
- Reviewing existing conditions and help identifying neighborhood needs
- Reviewing draft material before Community events and plan finalization

Online Outreach

PROJECT WEBSITE

Several online outreach efforts accompanied the small group Steering Committee meetings, Stakeholder meetings, and community events during the process. A bilingual project website was created as a platform to provide information, alert the community of upcoming events, and to guide participants to an interactive map and idea board, Figure 3.5. The interactive map and idea board encouraged community members to share what they like, dislike, and specific ideas about their neighborhood on a collaborative discussion-based format, Figure x. Comments posted on the interactive map were included in the development of the neighborhood vision and goals as well as in the recommendations developed during the process.

FIGURE 3.5: INFORMATION PAGE ON THE PROJECT WEBSITE AND INTERACTIVE MAP



COMMUNITY POSTCARD AND SURVEY

A bilingual community survey was distributed online to gather values, emerging ideas, and identify the needs of the community. A postcard was sent in February 2021 to every address within the project area and to every address within three blocks outside the project area boundary advertising the Ballpark project and survey, Figure 3.6. The postcard invited community members to the website and provided a call to action to help guide future development in the neighborhood. The City promoted the survey on their social media platforms in addition to the post card.

The Ballpark survey received more than 530 responses in the month that it was active. All survey respondents were over the age of 21 with the largest group of participants being between 31 and 40, which is representative of the largest age group in the project area. Demographics for the area show a high number of young children ages 0-14 in the neighborhood, but this number significantly drops in the 15-19 cohort which may account for the lack of response from that group. Figure 3.7 illustrates how residents responded when asked what they like about they neighborhood.

FIGURE 3.7: SURVEY RESULTS SHOWING WHAT THE BALLPARK COMMUNITY LIKES IN THEIR NEIGHBORHOOD



FIGURE 3.6: PROJECT POST CARD



Area Stakeholders

Several stakeholders were identified during the process and invited to two one-on-one meetings to review their experience in the neighborhood, their vision for the area, and to review the draft Plan. Stakeholders included:

- The Utah Transit Authority (UTA)
- The Salt Lake Bees
- An educator small group session
- Colmena Group
- Nate Wade Subaru
- The Housing Authority of Salt Lake City
- The Redevelopment Agency of Salt Lake City
- CW Urban and Defy Colab
- Salt Lake City Parks and Public Lands Department
- The Salt Lake City Department of Public Utilities
- The Salt Lake City Planning Division
- Salt Lake City Housing Stability Division
- Salt Lake City Transportation Division

Community Events

The Community was invited to two Community Events during the process.

COMMUNITY EVENT 1

DATE: March 20, 2021

LOCATION: Zoom

The first event explored Growth & Economic Development opportunities for the neighborhood, case studies of other ballparks identified in the Case Study element of this document, and barriers and big ideas for transportation and connectivity for the neighborhood. Participants were invited to interact with the Consulting team to develop key ideas and terms for the vision for the future of the Ballpark Area and to identify key public and private actions to achieve the vision.

COMMUNITY EVENT 2

DATE: May 22, 2021

LOCATION: Smith's Ballpark and Watchtower Coffee and Comics

The second community event was an in-person open house and provided an opportunity for the community to review and comment on the draft future land use vision.



Screenshot from the first virtual community event.



Second community event at Watchtower Coffee & Comics.

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BALLPARK
STATION AREA PLAN

IMPLEMENTATION PLAN

IMPLEMENTATION PLAN

STRATEGIES	IMPLEMENTATION PERIOD			
	IMMEDIATE	2-5 YEARS	5+ YEARS	ONGOING
Take advantage of current development opportunities, existing services, and amenities to enhance neighborhood livability.				
Implement the goals and strategies identified in the Central 9th Chapter of the Downtown Master Plan, 300 West Corridor Redesign, State Street Project Area Plan, Homeless Resource Centers Neighborhood Action Strategies, Salt Lake City Moderate Income Housing Plan, Salt Lake City Parks & Public Lands Needs Assessment, Citywide Gentrification Assessment & Displacement Mitigation Plan, Growing SLC and the Salt Lake City Street Lighting Master Plan.				✓
Update the city's zoning code and map, as appropriate to implement the provisions of this plan.				✓
Amend Section 21A.26.078: TSA Transit Station Area District of the Salt Lake City Municipal Code to include the Ballpark Station Area as one of the existing TSA districts or create a new one if needed. This may include requiring activation of the 1300 South frontage with restaurants, shops, street furniture and trees, implementing streetscape improvements to accommodate pedestrian volumes, allowing heights comparable to heights in other Urban Station Areas, and protect the viewshed of the Wasatch Range from inside Smith's Ballpark.	✓			
Evaluate and amend the City's zoning code and map, as appropriate to include the urban design considerations identified in each of the character areas in this plan.				✓
Evaluate and amend the City's zoning code and map, as appropriate to implement the priorities for the 300 West Character Areas by ensuring that amenities, connections, and services needed to support higher density development are included in development plans for the area, that development proposals include mid-block and other connections to break down current large commercial blocks into smaller, more walkable blocks and that where appropriate, development proposals incorporate access to existing and planned TRAX crossings.		✓	✓	
Identify opportunities to provide community amenities, shops, and services within the heart for year-round activation.		✓		
Provide enhanced street and pedestrian lighting to improve safety and visibility.		✓		
Create a dense urban environment and entertainment zone around the Ballpark.				
Invest in the station area and around the Ballpark to improve the overall neighborhood and enhance the opportunities in the Heart of the Ballpark.				
Improve east-west connectivity across TRAX to the north and the south of 1300 South. At a minimum, pedestrian/bicycle crossings should be identified to allow pedestrians and cyclists to move east to west without having to go to 1300 or 1700 South.	✓			
Install side-loading platforms at the Ballpark TRAX Station.			✓	
Consider redeveloping the TRAX station parking lot and bus turnaround for higher density uses and to provide neighborhood amenities.	✓			
Install pedestrian crossings east and west of TRAX on 1300 South on either side of the UTA crossing barrier.		✓		
Consider redevelopment opportunities for the City-owned parking lot at 1300 South and West Temple, while still allowing public parking land uses, to potentially increase density and improve the urban environment.		✓	✓	
Install a festival street on West Temple and plazas adjacent to the stadium.			✓	
Invest in a community amenity which may include a library with the opportunity of additional public space.		✓	✓	
Integrate greenspace and "green" elements into the urban landscape.				✓

ACTION	IMPLEMENTATION PERIOD			
	IMMEDIATE	2-5 YEARS	5+ YEARS	ONGOING
Enhance public space surrounding the ballpark and include public art and references to historical elements.	✓	✓		
Designate West Temple between 1300 South and Albemarle Avenue as a Festival Street for non-gameday and gameday activation including farmers markets, community celebrations, food truck festivals and neighborhood concerts.	✓			
Implement a district-parking strategy that utilizes un-used area parking and parking garages for game days to minimize the need for parking fields in the area.	✓			
Enhance the ballpark's relationship with the neighborhood by identifying opportunities to activate the West Temple and 1300 South facades of the stadium on non-game days and incorporate public green space, non-motorized connections, plazas, and similar public spaces around the stadium.	✓			
If feasible, identify a strategy to bury power lines as development in the Ballpark Neighborhood occurs.	✓			
Increase connectivity of the neighborhood.				
Improve overall connectivity and walkability in the area.				✓
Study the potential future lane reconfiguration of 1300 South to eliminate or narrow traffic lanes. Conduct: • A safety analysis based on existing conditions that includes any recommended changes to readway. • A traffic analysis. This includes traffic countes, signal analysis, and traffic modeling of how narrowning or eliminating lanes may impact safety, future roadway operations, and access to and from I-15.				
Utilize existing alleyways, midblock, and truncated connections to create a system of bike and pedestrian pathways through the neighborhood.		✓	✓	
Implement the planned TRAX line pedestrian crossings to the north of the current Ballpark Station.	✓			
Widen and enhance sidewalks to improve pedestrian comfort through the addition of street furnishings, pedestrian lighting and a buffer from moving traffic.				✓
Implement pedestrian level lighting to improve safety and visibility.	✓			
Establish specific bicycle routes through the neighborhood according to the Salt Lake City Pedestrian & Bicycle Master Plan.	✓	✓		
Reconfigure Ballpark TRAX Station to change from a suburban-style station that has northern platform access only from the east parking lot into an urban-style station that allows access from both the east and west sides of the station. This would include new access at the north end of the platform from Lucy Avenue/200 West on the west side of the TRAX rails.			✓	
Redevelop part of the current surface parking lots to transit supportive uses.				✓
Establish a pedestrian crossing to the east and west of the UTA crossing barrier across 1300 South.	✓			
Study future crossings south of the 1300 South crossing at the TRAX line.			✓	

ACTION	IMPLEMENTATION PERIOD			
	IMMEDIATE	2-5 YEARS	5+ YEARS	ONGOING
Increase urban design quality.				
Improve safety.				
Improve pedestrian experience and safety.				
Install pedestrian-level street lighting.	✓	✓		
Require ground level uses in new buildings to incorporate pedestrian-level strategies.	✓			
Ensure adequate sidewalk width and protection strips on primary walk routes, particularly around the TRAX station.		✓	✓	
Ensure ongoing maintenance of all facilities to repair uneven sidewalks, functioning signals and frequent trash receptacles.				✓
Improve ADA accessibility though sidewalk repair and removal of obstacles.				✓
Identify and implement best practices in urban design to improve neighborhood safety.				
Identify opportunities for interaction.	✓			
Eliminate “blind corners” or areas.		✓	✓	
Implement appropriate lighting for safety.				✓
Enhance social vibrancy.				
Support events and placemaking efforts including community art, pop-up events, and temporary food vendors.				
Enhance greenspace in the neighborhood.				
Evaluate the opportunity for future green space on the current Public Utilities site if and when Salt Lake Department of Public Utilities moves offices to a new location.	✓			
Explore options for additional greenspace in the heart of the neighborhood in and around the ballpark.				
Enhance the urban tree canopy in underserved areas of the neighborhood and require additional street trees and urban greenery with new development.		✓		
Maintain all green spaces with trash receptacles, pedestrian lighting and pedestrian furniture.				✓
Improve the quality of current and future greenspace.				
Ensure funding for additional maintenance and staffing as additional greenspace is added.	✓			

ACTION	IMPLEMENTATION PERIOD			
	IMMEDIATE	2-5 YEARS	5+ YEARS	ONGOING
Increase affordability and attainability of housing for current and future residents.				
Provide a diversity of housing types and options for different incomes, familial status, age, and needs.				
Promote a diversity in the size of new units in the neighborhood to accommodate residents in different stages of life, including families with children.				✓
Utilize the RDA State Street Project Area as a tool to capture reinvestment in the neighborhood and help encourage a diversity of housing types.				
Increase opportunities for home ownership in the neighborhood.				
Explore alternative options for ownership strategies including land trusts and co-ops .	✓			
Provide down-payment assistance or other programs for qualifying residents.	✓			
Mitigate the negative impacts of gentrification as development occurs.				
Continue to provide and market home repair programs for qualifying residents.				✓
Provide education and renter legal assistance to help current renters stay in place.				✓
Support development assistance and financing programs to maintain affordability.				✓
Preserve existing social services and provide additional services as development occurs to support housing options and access to opportunity at a variety of income levels.				✓

BALLPARK
STATION AREA PLAN

APPENDIX A
EXISTING CONDITIONS

The Built Environment and Urban Design

Land Use

The Ballpark neighborhood hosts several uses within the boundaries of the study area, Figure A-1**.** The area around the Ballpark Stadium includes commercial, single family and multifamily residential, and several industrial parcels. The area has limited options for greenfield development within the project area but has several vacant lots which may support commercial, mixed use, or residential uses.

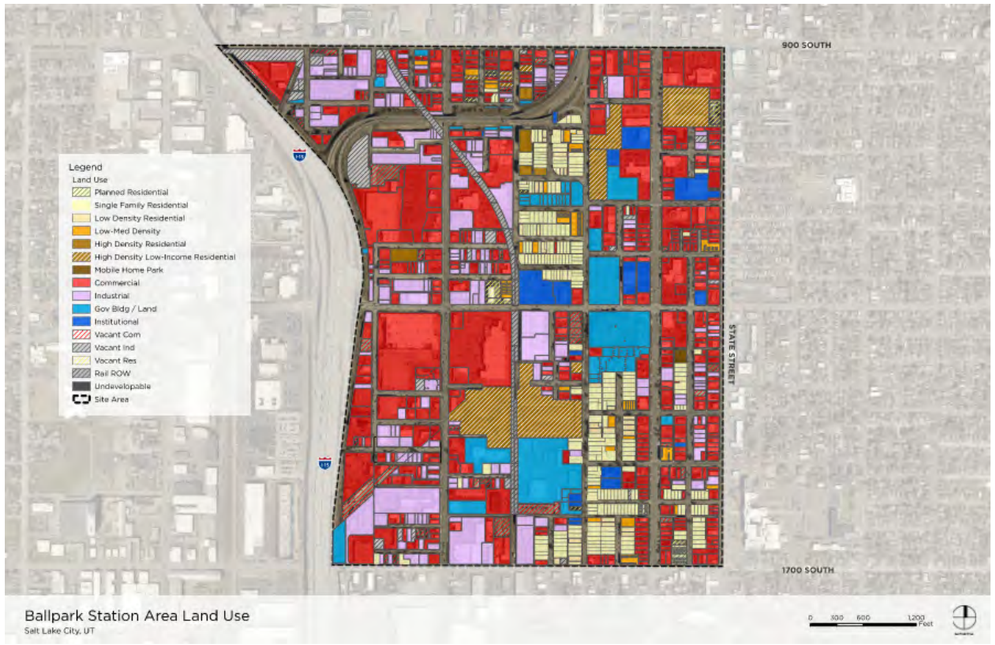


Figure A-1 Current Land Uses

Commercial

The study area has several types of commercial activity. Commercial activity directly around the Ballpark Stadium includes several convenience stores, a car dealership, a carwash, and a full-service bar and restaurant. Commercial services transition from smaller local businesses on the eastern side of the study area to big box retail along the 300 West corridor.

State Street, Main Street, 300 West, 900 South, 1300 South, and 1700 South are important commercial corridors. Each corridor has a unique character. State Street is primarily auto-serving and regional uses, Main Street between 1300 South and 1700 South includes a number of smaller scale local businesses mixed with residential uses. 300 West includes big box stores, light industrial uses, and other auto-serving uses. 900 South, 1300 South, and 1700 South are important east west corridors through the area with a mix of local and auto serving uses.

Residential

The study area hosts pockets of residential development with varying densities and housing types. The area adjacent to the Ballpark Stadium is a mixture of single family lots directly to the south and high-density low-income housing south of the stadium along West Temple.

Single Family

Much of the single-family housing stock in the area was built prior to 1950. The housing is primarily masonry structures on small lots. Most of the single family lots are located between Main Street and 200 West. The area directly south of Ballpark Stadium is a mixture of single-family lots.

Multifamily

Multifamily residential is found throughout the study area. Older multi-family units are interspersed with the single-family developments east of the TRAX line. Newer multi-family units, at higher densities, are found in the existing residential areas but also, increasingly, along the 300 West corridor. Newer multi-family structures are generally of two types:

- Four/five stories with structured or surface parking and some amenities.
- Townhomes or row homes with a parking garage and multiple living levels.

Industrial

Many of the industrial properties found in the neighborhood just 10 years ago have transitioned to retail or multi-family residential. The study area retains some industrial uses primarily in the area west of the TRAX line along the 300 West corridor. There are a handful of industrial uses remaining along the State Street corridor. As demand for housing and office space in Salt Lake City continues into the next decade, many of the existing industrial properties are expected to transition to housing, retail, or office uses.

Parks, Trails and Open Space

The study area includes Jefferson Park and Ballpark Neighborhood Park. Jefferson Park, located in the northern half of the study area east of the TRAX line, includes a detention basin and playground. Ballpark Neighborhood Park, located in the southern half of the study area east of the TRAX line, is a playground and grassy area in front of the Salt Lake Public Utilities facility on West Temple.

According to the city's recent parks planning effort. The neighborhood is underserved for parks and open space.

Vacant

There is limited vacant property in the study area. New development opportunities focus on redevelopment of underutilized parcels including parking lots and industrial properties.

Community and Non-Profit

There are several community and non-profit uses in the study area including the Gail Miller Homeless Resource Center, the Urban Indian Resource Center, the Pride Center, Horizonte alternative high school, Challenger private school, a fire station, Smith's Ballfield, and the Salt Lake Public Utilities facility.

Although the study area includes several community and non-profit uses, there are no community gathering facilities such as a community center or library.

BALLPARK
STATION AREA PLAN

APPENDIX B
HIGHEST & BEST USE ANALYSIS

Introduction

This Market Analysis was conducted to explore the existing conditions regarding the Salt Lake City Ballpark Station Area neighborhood and to understand future projections to help inform the neighborhood planning process. This chapter identifies existing conditions and demographics, describes current physical, social, and economic conditions; and highlights key assets, challenges, and opportunities.

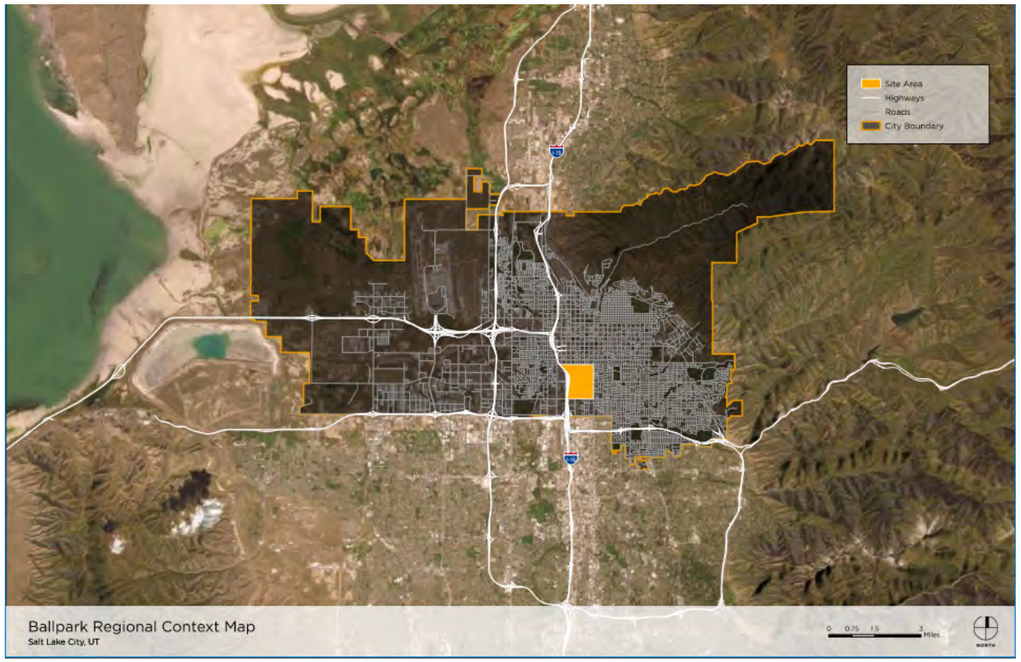




Exhibit A

Population
Ballpark neighborhood households are:

- More diverse,
- Smaller,
- Younger, and
- More likely to rent

than households in the rest of Salt Lake City, the County, and the State of Utah.

There are an estimated 4,137 people living in 1,854 households within the study area boundaries. The population is projected to increase by approximately 2,400 people by 2040. At current household sizes this is an additional 1,100 dwelling units in the next 20 years. Based on availability of developable land and the mix of land uses, actual growth could be even higher.

The State of Utah has been one of the fastest growing states since the 2010 Census in terms of percent growth, as evidenced by the roughly 1.5% annual population growth from 2010 to 2019. According to the Kem C. Gardner Policy Institute at the University of Utah (Gardner Institute), the 2019 population of Utah has reached 3,220,262 residents. Net migration to Utah has been accelerated by international and national interests in the economy, quality of life, availability of jobs, and educated workforce. The Gardner Institute projects the population in Utah to experience sustained growth at a similar rate over the coming years. Projections have the state reaching an estimated 2020 population of 3,325,425 and growing to a 2030 population of 3,889,310. Ultimately, the State could grow to a population of 4,463,950 by 2040 and 5,017,232 by 2050.

The Salt Lake City Metropolitan Statistical Area (MSA) was home to 1,236,178 residents in 2019 according to the Gardner Institute. The MSA contains both Salt Lake and Tooele Counties. The 1.6% growth experienced throughout the Salt Lake City MSA from 2019 to 2020 brings the current population to 1,255,764, while future growth is anticipated to match or remain just under that trajectory, according to Wasatch Front Regional Council (WFRC) data. Within the MSA, Tooele County is anticipated to grow at a more rapid rate than Salt Lake County, although Salt Lake County's denser population is anticipated to receive the lion's share of the population growth.

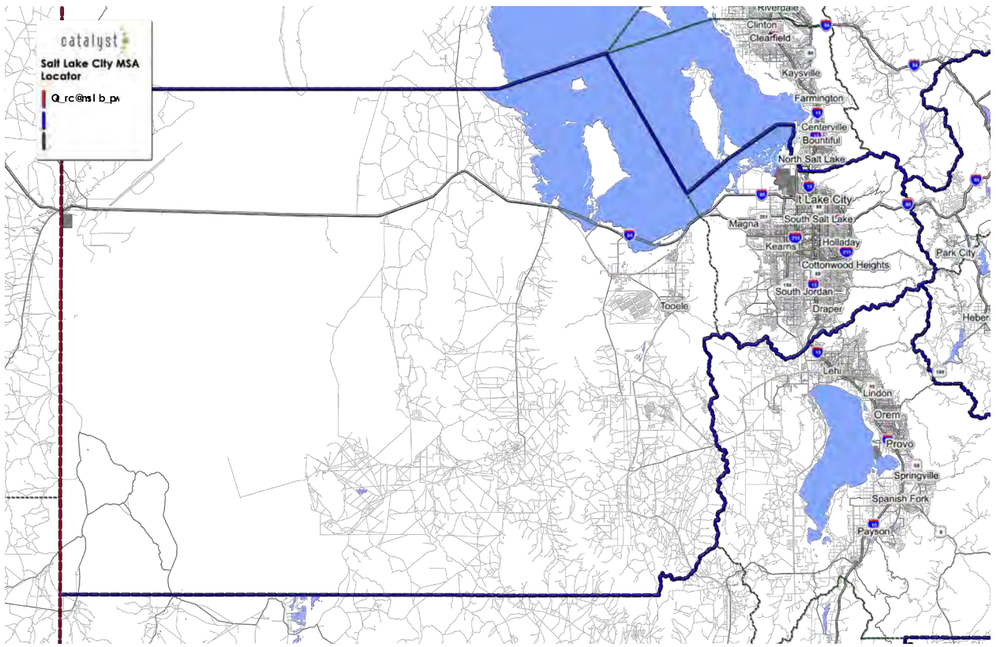
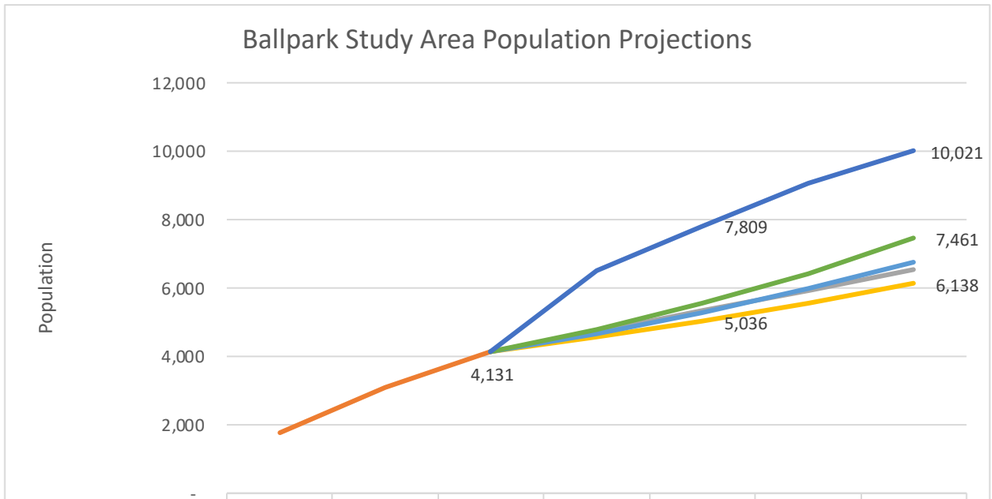


Exhibit B

According to the Salt Lake City Department of Economic Development, there are several key drivers that bring business and new residents to the Salt Lake area, including quality of life, business friendly environment, accessibility, low-cost of living, and access to job opportunities. As a result of the aforementioned drivers, amongst other factors; Salt Lake County makes up roughly 36% of the state's population. The University of Utah estimates Salt Lake County's 2020 population is 1,181,471 and projects a compound annual growth rate of around 1.5% for the next 15 years. This substantial growth throughout the county will have to be accommodated through an increasingly context-sensitive framework as the available developable land dwindles, and in-fill development starts to take precedence over greenfield development.

The study area consists of ~575-acres of fairly dense, mostly built-out commercial and residential development. According to ESRI, the 2020 Study Area population is 4,131. In 2000 the study area had a population of 1,775. Over the next ten years, the study area grew a staggering 74.5% to a population of 3,098. From 2010 to 2020 the accelerated growth continued throughout the neighborhood, but at lower rate of growth of 33.3%, compared to the previous decade. Population projections for the study area encompassing a variety of scenarios and sources are included below. Following a modest 2% compound annual growth rate (CAGR) from the 2020 population of 4,131 yields a 2040 population of 6,138, while the Wasatch Front Regional Council (WFRC) projects a 2040 population of more than 10,000 residents.

Chart A



	2000	2010	2020	2025	2030	2035	2040
Historical Data	1,775	3,098	4,131				
ESRI Projection			4,131	4,734	5,337	5,940	6,543
2% CAGR			4,131	4,561	5,036	5,560	6,138
2.5% CAGR			4,131	4,674	5,288	5,983	6,769
3% CAGR			4,131	4,789	5,552	6,436	7,461
WFRC Projection			4,131	6,504	7,809	9,068	10,021

Exhibit B below illustrates the projected 5-year growth percentage by block group of the study area, and larger influence area. The majority of the study area has been built-out, leaving few greenfield sites remaining to develop. Therefore, it will be critical for future growth to be accounted for in an environmentally, socially, and fiscally sustainable manner to ensure quality growth through creative and adaptive redevelopment. The resulting development will need to accommodate infill. In addition, the continued accommodation of high-density walkable development can allow for responsible growth and increase the population potential.

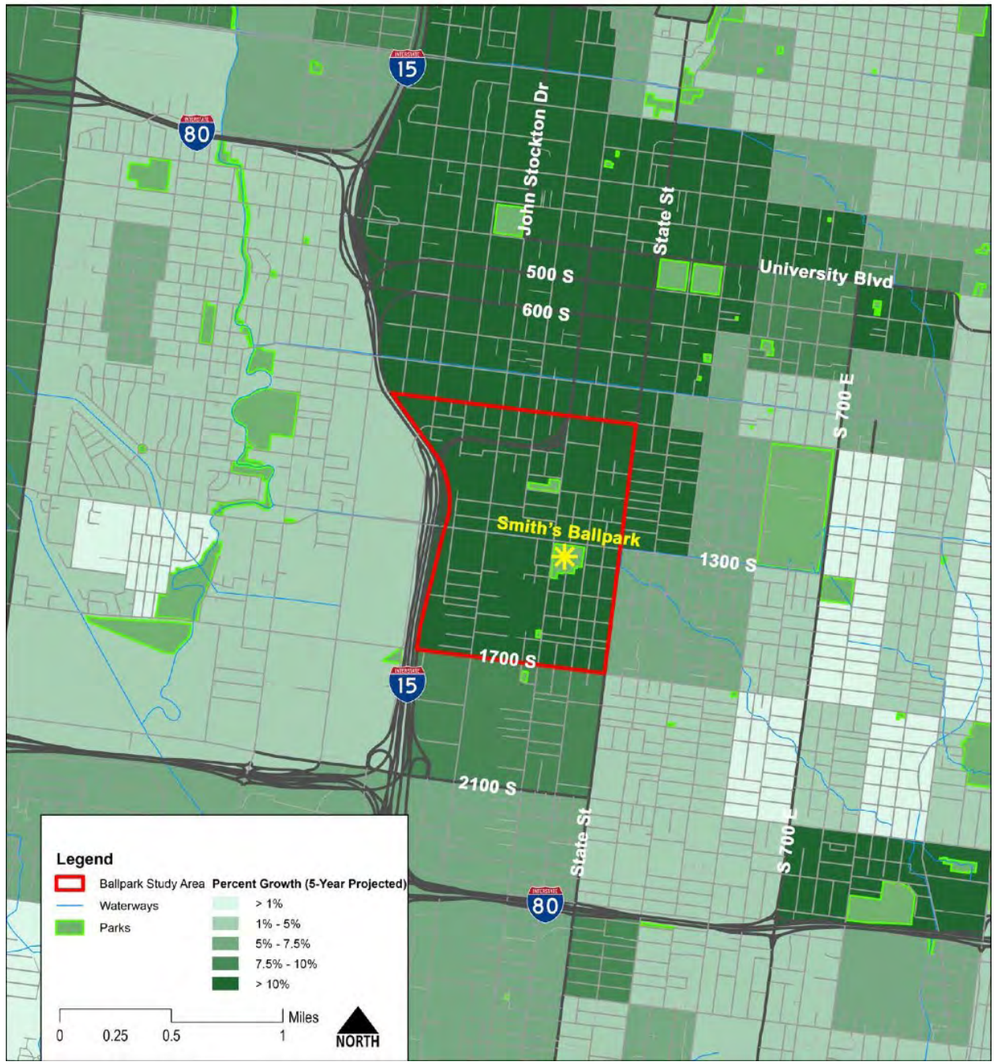


Exhibit C

Age

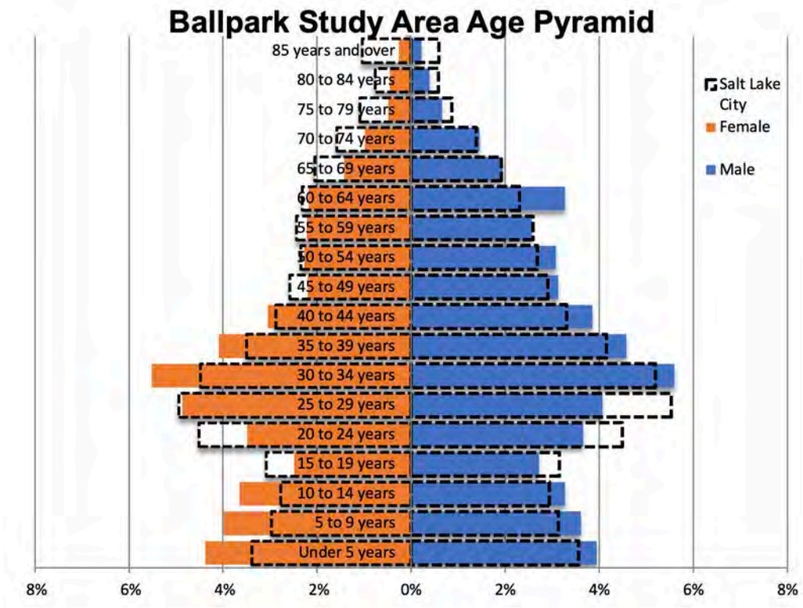
The median age of residents throughout the United States continues to grow older, reaching a 2020 median age of 38.2 compared to 37.2 in 2010. Similar trends related to aging populations can be observed throughout Salt Lake City and even the ballpark study area, as communities continue to age and mature through their lifecycles. The median age grew throughout the study area from 28.9 in 2010 to 32.6 in 2020, while Salt Lake City registered a median age of 32.9

Although median age is an important indicator of the demographics of a community, it's critical to understand the population makeup through a more detailed perspective. A population pyramid provides an avenue to analyze the population in smaller, more digestible chunks.

The population pyramid below shows a comparison of gender and age between the Study Area and the City of Salt Lake.

This chart reflects a smaller proportion of children within Salt Lake City compared to the Study Area.

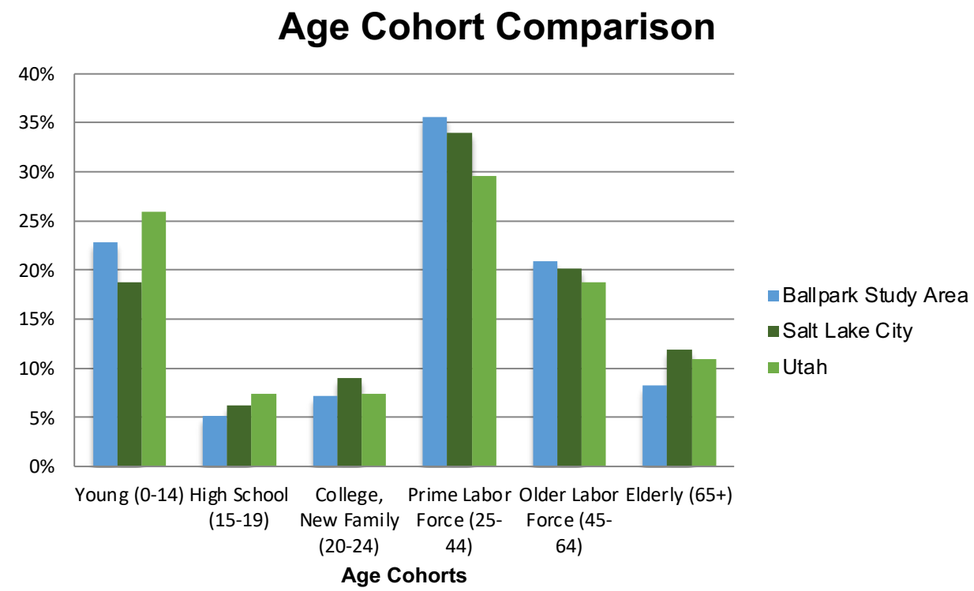
Chart B



Specifically, the ballpark study area has a larger population of young children (0 – 14) compared to Salt Lake City. However, study area has a smaller portion of the population ages 15 – 25, as well as elderly population (65+).

In comparison, the chart below compares the ballpark study area, Salt Lake City, and Utah by age. The ballpark study area is closely aligned with both larger regions, differing with a smaller percentage of high school and college aged residents (15 – 24), but possessing a larger number of prime labor force (25 – 44) and older labor force (45 – 64) residents.

Chart C



Existing Conditions SLC Ballpark Area - DRAFT

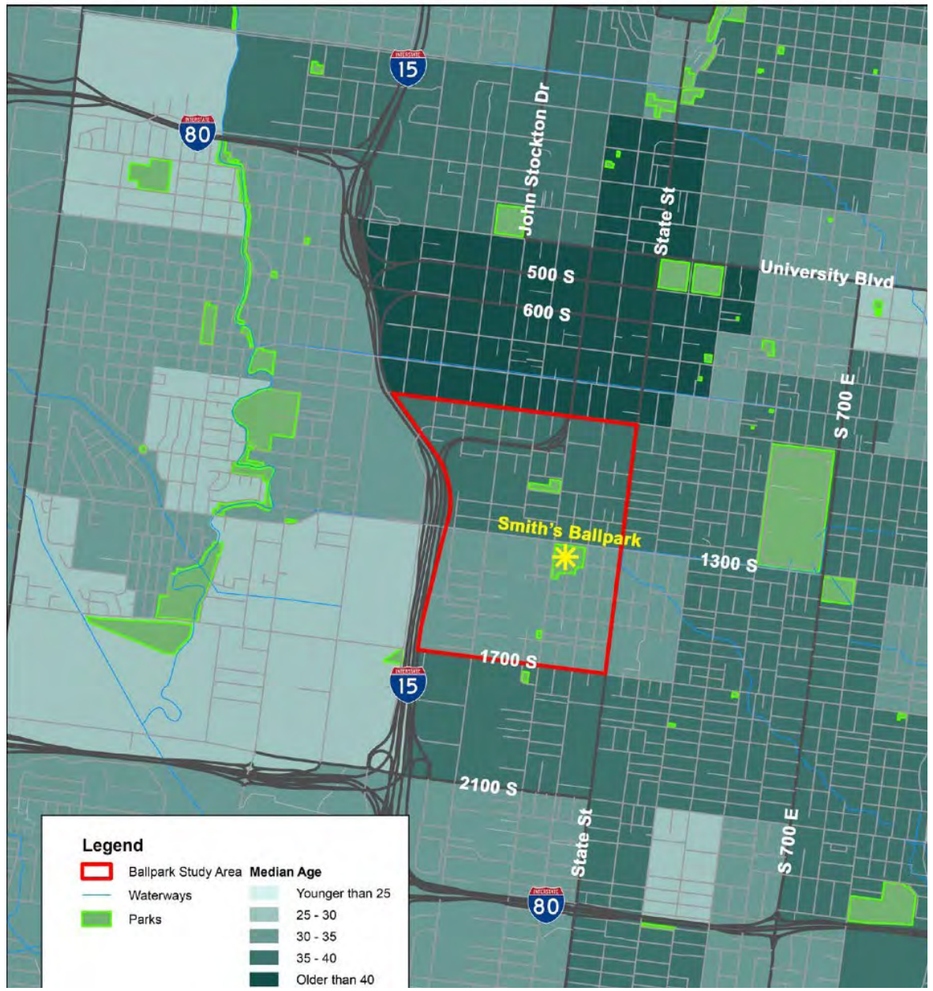


Exhibit D

Race and Ethnicity

According to the U.S. Census, racial and ethnic composition continues to diversify throughout the United States due to net immigration. According to Pew Research, immigrants and their descendants will account for up to 88% of future population growth. Increased diversity contributes to neighborhood culture and character and can even drive merchandising and development patterns.

The Ballpark area is diverse, with some similarities to Salt Lake City, with a greater percentage of Caucasian population, and those residents who identified as Some Other Race. The study area is also home to a high percentage of Hispanic residents.

The diverse population in the Ballpark area can prove to be an asset in terms of employment, as oftentimes employers will seek a diverse workforce to fill roles. Having a diverse population and skills available to employers can be leveraged as an asset for the community.

Race/Ethnicity	Ballpark Study Area	Salt Lake City	Percentage Difference
	Percent	Percent	
Caucasian	72.6%	70.9%	-1.7%
African American	2.4%	3.5%	1.1%
American Indian & Alaska Native	0.0%	1.3%	1.3%
Asian	4.6%	6.2%	1.6%
Native Hawaiian & Other Pacific Islander	0.6%	2.1%	1.5%
Some Other Race	18.2%	11.7%	-6.5%
Two or More Races	1.5%	4.3%	2.8%
Total	99.9%	100.0%	
Hispanic Origin	22.2%	24.0%	1.8%
Source: 2019 American Community Survey 5-Year Estimates, ESRI			

Table A

To further understand the diversity of the Ballpark area, an analysis of Simpson's Diversity Index was conducted. Simpson's Diversity Index measures the diversity of a population in which members belong to a unique group. The analysis measures the racial and ethnic homogeneity of a Census block group. The diversity index does not report which race is dominant in a block group; but these data can be overlayed with the racial makeup in Table A above to get a true understanding. The diversity index includes Hispanic ethnicity as a separate class in its determination.

The two block groups of the Ballpark area have Diversity Index scores of 0.38 and 0.34, respectively. Compared to the other block groups in vicinity of the study area, the Ballpark area has a higher level of diversity. The Northwest corner of I-15 and 2100 Fwy is the only area that registers as more diverse but is likely a result of lack of residents and the presence of large commercial/industrial development.

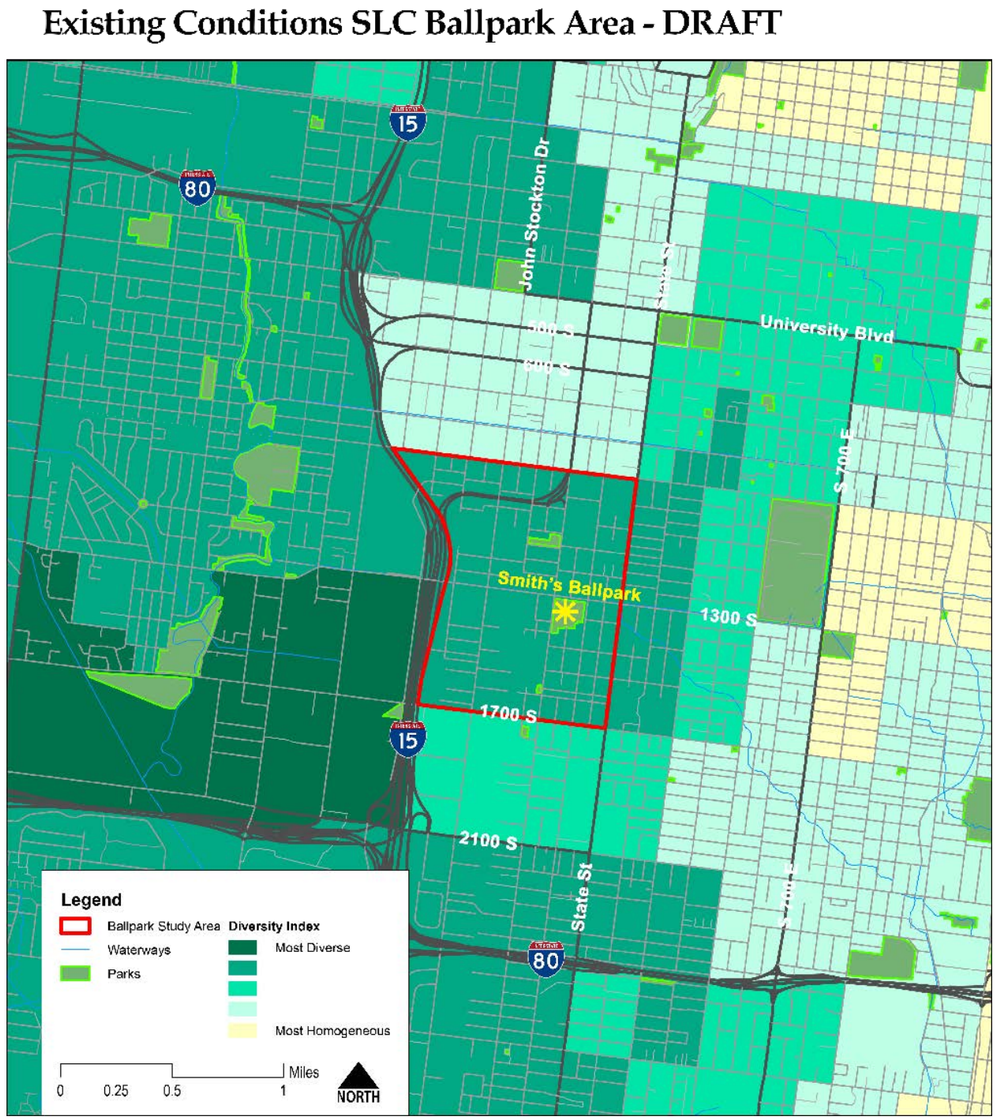


Exhibit E - *Each of the five race's percent of the total estimate is squared, and all the percentages are added together. The total of the sum of the square of each percentage forms the Diversity Index (DI). The index values range from 0.2 (most diverse) to 1 (least diverse). For example, a value of 1 indicates there is only one race represented in that block group. The results of the analysis indicate there is an elevated level of diversity within the Ballpark study area, compared to the surrounding area.*

As a component of the diversity evaluation within the Ballpark study area, an analysis of spoken languages was conducted. The results show an increased level of languages spoken throughout the study area compared to Salt Lake City (STI PopStats). Data provided by Liberty and Whittier Elementary, which includes languages of families, indicate that the majority of alternate languages spoken in the school district include Spanish, Arabic, Burmese, Karen, Somali.

Households

The Ballpark study area consists of 1,854 total households (ESRI). The average size of households in the study area is significantly smaller at 2.2 people per household compared to the average household size of 3.13 observed throughout

Salt Lake City and Utah. Throughout the state, 74% of households are considered families, while only 41% of households in the study area identify as families. The average family size of 3.25 is smaller within the study area compared to the average family size of 3.62 throughout the state.

	Ballpark Study Area	Salt Lake City	Salt Lake County	Utah
Total Households	1,854	82,259	397,918	1,050,542
Owner Households	15.3%	41.3%	61.8%	63.1%
Renter Households	78.6%	51.7%	33.2%	27.0%
Vacant Households	6.1%	7.0%	5.0%	9.9%
Families	768	41,258	277,473	781,973
Household Size	2.20	2.41	2.99	3.13

Table B

The Ballpark study area consists primarily of renter-occupied housing (78.6%) that is more affordable compared to households observed throughout Salt Lake City and the greater region. For comparative purposes, the average rate of household ownership across the United States is 56%, and across Utah the rate of ownership is even greater at 63% (ESRI). The study area has less vacancy than the state at 6.1% and 9.9%, respectively. The ballpark study area has a disproportionately large number of renter-occupied properties in contrast. A spatial analysis of rental properties was conducted through rental registration data provided by Salt Lake City. The results reveal a high concentration of rental properties amongst the residential development east of 300 W. This data was overlayed on parcel data provided by the County Tax Assessor, illustrating the year that a structure was built on a parcel-by-parcel basis. The results illustrate a correlation between the structures built before 1950 and rental properties.

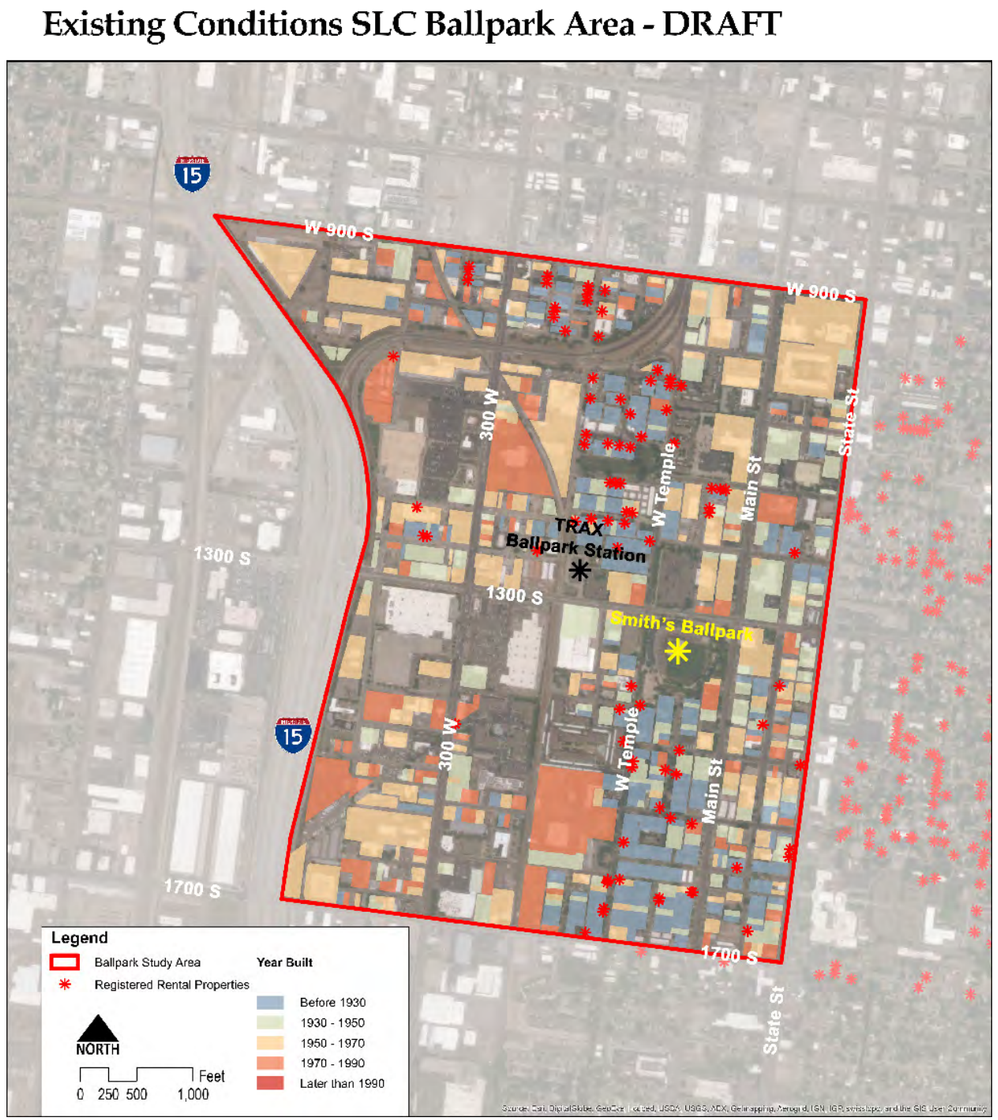


Exhibit F

A number of properties have been developed within the study area over the last few years, almost all of which are apartment dwellings, townhomes, or rowhomes. The lack of available land for single-family residential development will likely perpetuate the development cycle, focusing new product deliveries on highly amenitized residential development. Increased opportunities for ownership product would help to balance the existing concentration of rental units and increase investment from both a community perspective, as well as an investor perspective.

A review of residential product types including single family residential, townhouse, condo/co-op, and duplex/quadplex (2-4 unit) sold within the ballpark study area over the last 3-years reveals the following (Redfin):

- Median Sold Price: $375,000
- Median Square Footage: 1,603
- Median Days on Market: 331

- $/Square Foot: $240
- Over 56% of homes sold were built after 2007

Compared to the same metrics across the greater Salt Lake City market, the homes sold within the ballpark study area sold for a median price that is lower and spent more days on the market. However, the cost per square foot was comparable to the greater Salt Lake City market as a result of the smaller homes in the Ballpark area.

The study area is an established community with a defined residential base, yet there is significant opportunity to bolster neighborhood sustainability through infill development. Infill development should optimize existing infrastructure investments and explore strategies to employ efficiencies in land utilization to create greater economies in cost of service and economic impact. There are several areas of the study area that are prime for infill development including along the Main St Corridor, as well as adjacent tracts near established neighborhoods. A significant opportunity exists in redeveloping older industrial type properties near the 300 West corridor. Many of these older properties are underutilized in relation to the value of the land.

Aligning new residential development with broader housing choices and amenities will help increase the diversity of existing housing stock in the study area. New development will help stabilize and improve the values of existing housing stock and expand the housing options available to groups of people including first-time homebuyers, young families, and seniors. While single-family units have historically been the preferred housing type for generations, housing preferences continue to undergo a dramatic shift. Increasingly more people are now looking for varied product types in both suburban and urban communities including, townhouses, apartments, age-restricted communities, rowhomes, and brownstones that meet a greater diversity of needs, including lifestyle and financial situations.

Educational Attainment

According to ESRI, the levels of educational attainment achieved throughout the study area are lower than the City, County, or State. A disproportionate amount of the qualified population (ages 25+) has not completed high school, or only have a high school diploma. Only 15.9% of the population has a bachelor's degree or graduate degree compared to 48.3% of the Salt Lake City population.

Educational Attainment	Ballpark Study Area		Salt Lake City	
	Number	Percent	Number	Percent
Population 25 years and over	2,677		135,589	
No High School	115	4.3%	6,644	4.9%
Some High School	493	18.4%	7,729	5.7%
High School Graduate	667	24.9%	22,779	16.8%
Some College	669	25.0%	23,050	17.0%
Associate's	308	11.5%	9,898	7.3%
Bachelor's	308	11.5%	36,067	26.6%
Graduate	118	4.4%	29,423	21.7%
Percent High School Graduate or Higher	77.3%		89.4%	
Percent Bachelor's Degree or Higher	15.9%		48.3%	
Source: 2015-2019 American Community Survey 5-Year Estimates, ESRI				

Table C

Income and Employment

The incomes observed within the study area are significantly lower than the incomes observed throughout Salt Lake City or the state of Utah. According to ESRI, over 32% of households in the study area make less than $15,000 annually. In contrast, only 6.3% of households throughout the state earn less than $15,000. A large portion (22%) of households within the study area make between $50,000 and $75,000 annually, but only 12% of total households make more than $75,000. Below is a breakdown of incomes observed throughout the study area and comparative geographies. It is important to note that although household income is low, the mean size per household within the study area is small. Therefore, per capita incomes compare somewhat more favorably to the Salt Lake City averages but are still far below.

	Ballpark Study Area	Salt Lake County	Salt Lake MSA	Utah
Median Household Income	$26,047	$76,410	$76,256	$73,015
Average Household Income	$44,498	$99,988	$99,114	$92,612
Per Capita Income	$19,992	$33,095	$32,666	$29,227

Table D

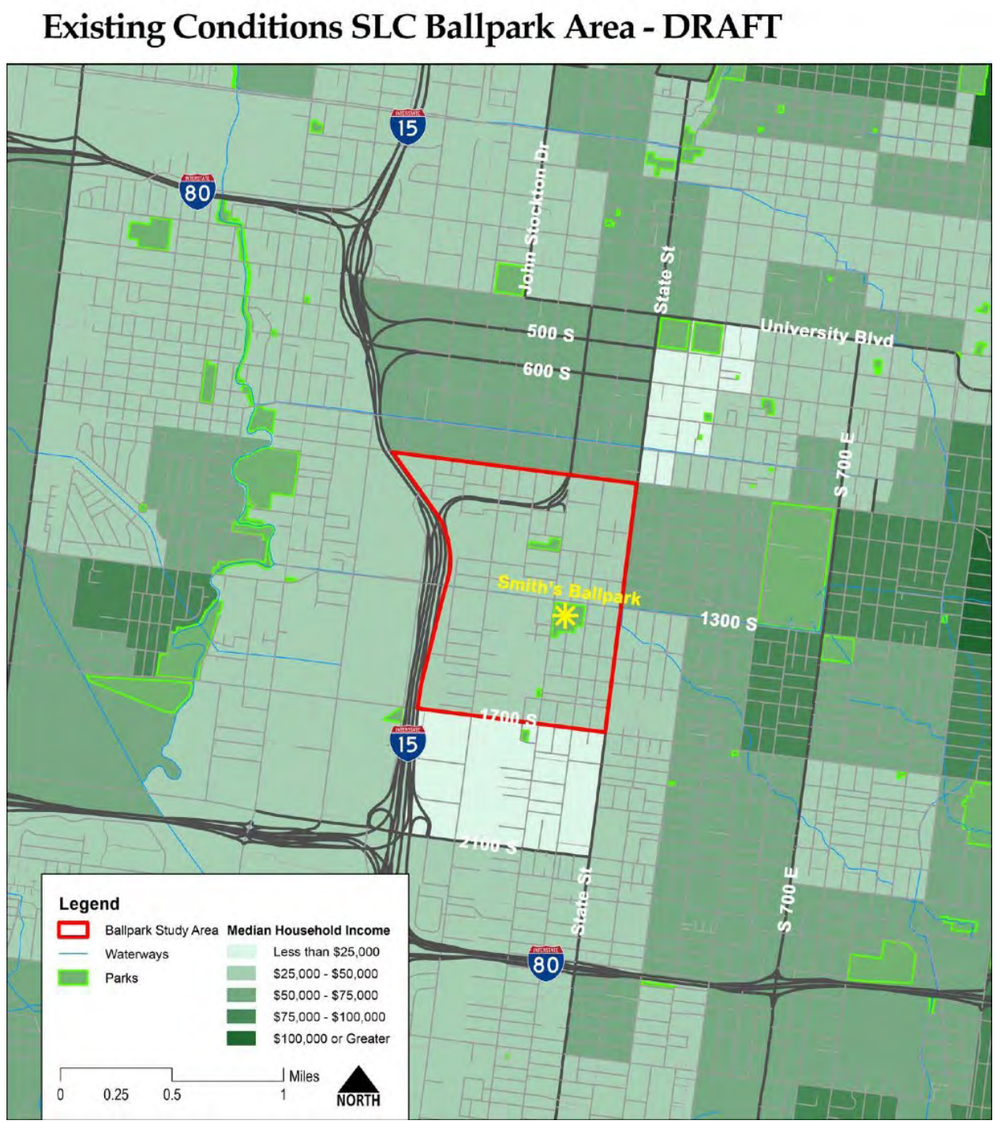


Exhibit G

Throughout the ballpark study area, the primary employment industries are the service industry, retail, and finance/insurance/real estate (FIRE). While the service industry provides critical services to the public, wages tend to be lower, and less predictable. An analysis of inflow/outflow from the U.S. Census revealed that as of 2018, only 56 residents were employed and living in the study area. An estimated 99% of people employed in the study area live outside the study area and travel in for work, and 96% of residents who live in the study area travel outside for work.

2020 Employed Population 16+ by Industry	Ballpark Study Area	Salt Lake City
Total	1,792	108,869
Agriculture/Mining	2.0%	0.5%
Construction	5.6%	5.3%
Manufacturing	9.7%	8.3%
Wholesale Trade	1.4%	1.6%
Retail Trade	11.9%	8.8%
Transportation/Utilities	4.9%	4.3%
Information	2.6%	2.0%
Finance/Insurance/Real Estate	7.9%	7.2%
Services	52.2%	58.3%
Public Administration	2.0%	3.6%

Table E

The type of employment observed through the built environment of the ballpark study area consists almost exclusively of traditional big-box retail and industrial/commercial to the west of 200 W, and traditional boulevard retail between Main St and State St. The middle portion between 200 W and Main St is characterized by a mix of residential and commercial development. To preserve and elevate employment in the study area, measures should be taken to attract businesses with higher tax bases, such as workforce development areas, business management consultants, or a small business in the FIRE industry to supplement and reinforce the existing workforce.

Psychographics

Psychographics are critical in understanding a population's attitudes and interests rather than being limited by "objective" demographics. While demographics can tell us about a household's size and average income, psychographics can help to paint a picture of why that family may purchase a particular item, or have preferences related to technology. These sorts of insights enable people to find similar-interest households, linking those with similar interests and attitudes, even if they're from a different community. Below is a summation of the top psychographic segments based upon the percentage of households in the ballpark study area. The full description of each segment can be found in the appendix.

1. Set to Impress households consist of nearly one in three residents being age 20 to 34 years old, and over half of the homes are single person and nonfamily households. Income levels are low; many works in food service while they are attending college. Set to Impress residents are tapped into popular music and the local music scene.
2. Metro Fusion households can be characterized as a young, diverse market. They speak a variety of languages, are ethnically diverse, and can be primarily characterized as renters. Many households have young children, work blue-collar jobs, and have lower incomes than average.

Challenges and Opportunities

Demographics

Within the study area there are approximately 4,131 people and 1,854 households. The study area has experienced consistent growth and is expected to continue to grow at an average annual rate of around 2.5%. The average household size within the study area is relatively small, 2.2, especially compared to the household size observed throughout Salt Lake City.

The study area population is a good bit younger than the metro-wide population. Given the higher ratio of young residents near the station, the area has a surprisingly high proportion of children (14 and younger). Children make up 23% of the study area, slightly larger than the citywide makeup of 19%.

The residents of the study area are predominately white but are more diverse than the City or State makeup. Within the study area, 11% of the population is African American compared to just 3.5% across Salt Lake City. The study area has a significant portion of Hispanic residents, 38%. In contrast, Hispanics make up 24% of the Salt Lake City population.

By any measure, incomes throughout the study area are very low. Over 62% of the households earn less than $15,000, well above the citywide proportion of 11%. Assuming households spend one-third of their income on housing before they are cost burdened, the median affordable rent for the area is around $700 per month. It is important to note that although household income is low, the average size per household throughout the study area is small.

Commercial and Residential Development

The neighborhood fabric – with its proportion of underutilized parcels, non-conforming uses, and older residential and commercial buildings – presents a challenge for the neighborhood. Many underutilized sites have large-footprint commercial buildings or large surface lots that lack street presence and pedestrian experience. These conditions contribute to the lack of identity in the area and discourage walking distances between destinations. However, with participation from property owners, some of these parcels and structures may provide opportunities for redevelopment or net new development.

While parking availability is limited throughout the study area, especially on game days, the problem could compound as additional commercial development begins to occur. One solution to this issue could result from shared parking opportunities. Construction of structured parking would serve visitors on the weekend, and as a result, could potentially generate income while the ballpark is closed. For commercial developments that have few employees or peak hours that differ from their neighbors', smaller shared parking lots could also be utilized. Additionally, adequate signage should be used to direct drivers to public parking lots so that they are not circulating unnecessarily around the ballpark in search of a parking spot.

Current uses throughout the study area could better target the needs of residents, transit riders, visitors, and the surrounding community. Nearby commercial and retail development tends to be large-scale, underutilized, and over-parked with large setbacks. Generally speaking, building types should complement each other while providing the rich diversity that is needed for a vibrant community. While these types may vary, the standard of quality can be set and maintained as consistently high by establishing those parameters and following through as the District grows. Southwest of the ballpark, several underutilized parcels present major redevelopment opportunities to incorporate mixed-use development with housing, retail and community amenities. New development and redevelopment will benefit the neighborhood by creating greater community context and pedestrian-oriented design. By filling the gaps in the streetscape and providing destinations that better support community needs, the neighborhood can become a more active and desirable place, not only on gameday.

One significant factor in determining whether a site will develop or redevelop is the total assessed value of a parcel – both building and land value combined. The Assessed Value map shows the areas of lowest value by square foot based on parcel-level tax assessor data. The parcels with the lowest value are identified by lighter coloring. Underutilized parcels throughout the study area should focus on incorporating a variety of product types and densities of development to increase the tax base and overall utilization or the parcels. Increased retail offerings should be utilized along key corridors to mitigate retail leakage, while also creating a more defined transition between the commercial and residential uses. A focused approach to incorporate retail in the appropriate locations will protect residents and their homes from undesirable adjacency, while providing an amenity.

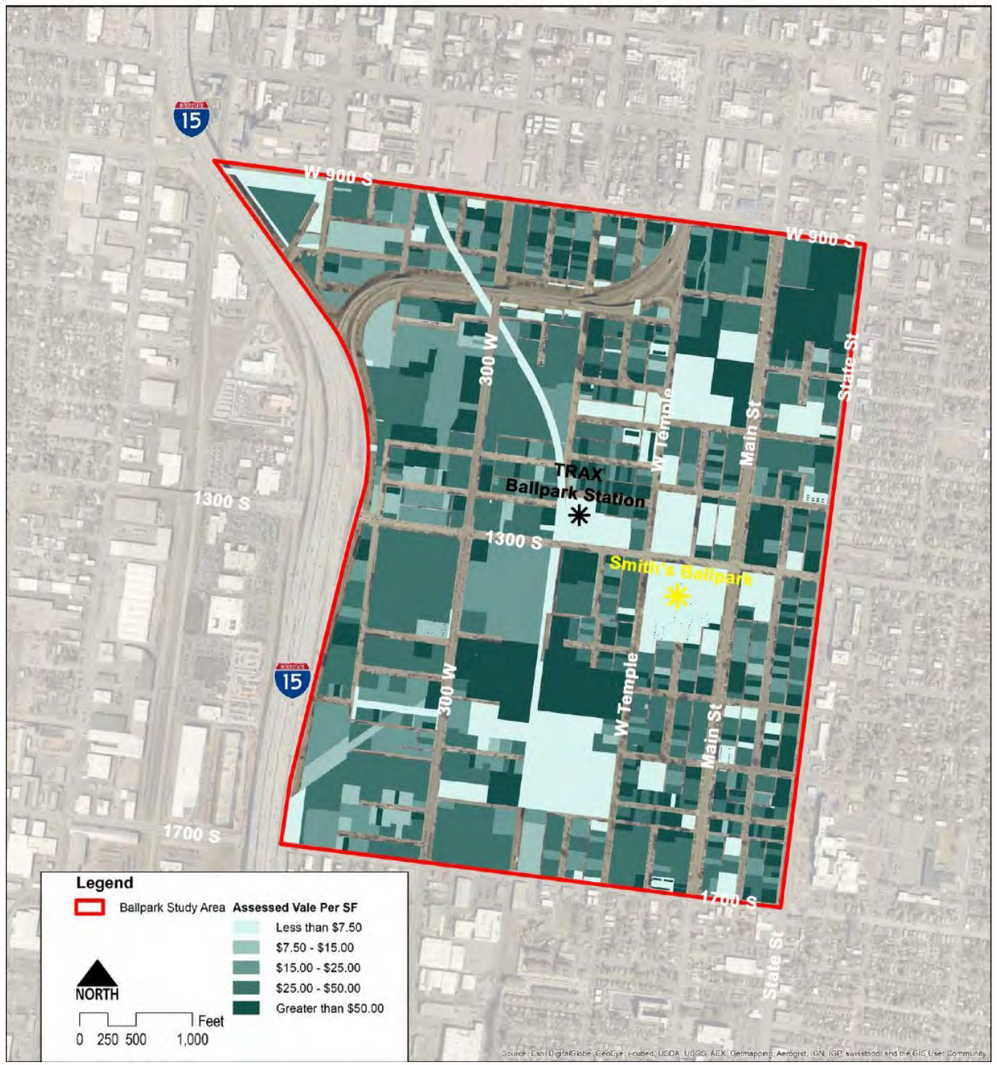


Exhibit H

Residential Market
The study area is dominated by rental housing, only 15% of homes are owner-occupied, far lower than local, state, and national home ownership rates.

An analysis of previously sold homes in the study area identified 150 sales of multi-family properties in the area over the last three years. The trend shows that the average sale price over the three-year period saw a slight increase and indicates that the majority of homes sold were recently built (constructed 2007 or later).

Key Neighborhood Drivers
The following assets should be leveraged in future development efforts of the neighborhood:

- Smith's Ballpark – The ballpark is located at the corner of West Temple and 1300 S in downtown Salt Lake City. The ballpark is home to the Salt Lake Bees, who play roughly 70 home games a year.
- TRAX Ballpark Station
- Salt Lake Community College
- Schools

Demand

Market Supply and Demand
The supply and demand analysis focused on identifying market opportunities for various land use typologies within the respective trade areas, and ultimately informed the Ballpark study area. Demand represents the willingness and ability of consumers to purchase a set amount of a good or service at a given price. Supply is the willingness of sellers to offer a given quantity of a good or service for a given price. The delta of supply and demand is the opportunity, or "leakage". The analysis outlined below included analyses for residential, retail, office, and industrial land uses.

Trade Area Development
The boundaries of each trade area are influenced by the following factors, which were analyzed in the trade area creation process:

- Market Factors are economic conditions that affect the amount (square footage) of existing product, sale and rental rate price, quality, and variety of product types within a defined market.
- Physical Barriers include both natural and manmade obstacles that affect access to customers/supplies. Natural barriers in the case of the Ballpark study area could include mountains, lakes, or other natural geographic features. Man-made obstacles include highways, thoroughfares, and the built environment (buildings, drainage, etc.) which can deter customers and, in some cases, prevent access entirely.
- Proximity to Population and Job Concentrations can affect the potential number of customers, talent pool, and overall synergies between end users. In most cases, access to population is the most critical component of a business or service and plays the largest role in any type of market implicated decision.
- Spending Patterns include the amount, frequency, and distribution of spending that occurs within a trade area. The amount of disposable income, population characteristics, presence of existing users, and general attitudes all affect the way dollars get spent, and where they go.

Residential Demand
The residential trade area for the ballpark was determined to include the two-county Salt Lake City metropolitan area consisting of Salt Lake and Toole Counties. Residential demand was analyzed through two lenses as part of this effort: renter and owner-occupied units.

Demand for residential units in the ballpark area is a function of regional demand being distributed and absorbed across the trade area. The ballpark area is nicely positioned within regional context to capture a portion of this potential based on existing gravity, access to jobs/population, and a variety of other factors. The ballpark area is hindered by physical constraints, a lack of available land, and the existing residential fabric.

The number of households in the MSA is projected to grow over 5,850 units a year from a current stock of 397,918 households to 427,192 by 2025. Demand for both owner and renter-occupied units were calculated by accounting for the propensity of existing renters and owners to purchase or rent, as well as net new development from net migration. Based on current and anticipated home ownership and rental rates, there is demand for 62 rental units and 81 owner-occupied housing units that the ballpark area can capture on an annual basis. The total demand for units is broken down further by income-qualified rent and home prices by age groups. The analysis assumes a moderate capture rate of the potential trade area demand, designed to reflect the ballpark area's potential portion of capture.

To calibrate and understand demand at a more nuanced level, growth was anticipated by age groups, as well as

corresponding income to home value/rent ratios. The tables below illustrate the relationship of income to home value and monthly rental rate.

Home Value	less than $100,000	$100,000 $150,000	$150,000 $200,000	$200,000 $250,000	$250,000 $350,000	$350,000 $450,000	$450,000 and above
Qualifying Income	less than $35,000	$35,000 $50,000	$50,000 $75,000	$75,000 $99,999	$100,000 $149,000	$150,000 $200,000	$200,000 and above

Monthly Rent	$500 $750	$750 $1,000	$1,000 $1,500	$1,500 $2,000	$2,000 And Up
Qualifying Income	Less Than $35,000	$35,000 $50,000	$50,000 $75,000	$75,000 $100,000	$100,000 And Up

The analysis of renter-occupied demand shows the majority of demand (56%) is anticipated to accommodate units that support the market rate of $1,500 + monthly rent. The age group anticipated to generate the most demand is the 35 – 54-year-old age group (34%). The second largest amount of renter-occupied demand is generated by the 65+ age group (20%). The product typology for each of these age groups and price points can vary, based on context. Infill opportunities are well-suited for the denser, established neighborhood context. Garden-style units or even detached units are a logical fit, especially near Smith's ballpark or the TRAX station.

The analysis of owner-occupied demand shows the majority of demand (59%) is anticipated to fall within the $250,000+ range. Similarly, the majority of demand is anticipated to be generated by the 35 – 54-year-old age group (50%). There is also moderate demand (22%) for the age 65+ group.

Residential Trends

The prevailing residential development trend of the post-World War II era has typically been characterized by the development of center-city neighborhoods and suburbs. These neighborhoods have blossomed into attractive places to live and even raise families for the majority of residents. However, in recent years there has been a paradigm shift towards experiences and amenities over possessions. This includes a shift towards smaller homes with elevated finishes and amenities opposed to livable area. In addition to the growing "quality-over-quantity" mindset, an observable increase in home values when connections to trails, walkability, or access to alternative forms of transportation is present. Additional factors effecting the current (re)development of neighborhoods include the integration of communal gathering spaces, and greater connection to non-residential uses like retail, office, and mixed-use developments.

The desire for Increased housing options (typology) and amenities can be observed through an industry shift towards a consumer and market-based response to supplying residential developments with smaller and diversified footprints of residential units. Apartments that have developed through the form of urban, walkable, and high-end vertical development over the past several years have reaped the rewards of having been in the right place at the right time. Fundamental demand for new apartment development is molding the new geography of opportunity as demographics shift and rent-by-choice cohorts expand. An RCLCO study found that nearly 15 percent of renters earning over $100,000 are turning to rental products for lifestyle and convenience. The same study indicated that a growing portion of the population ages 55+ is choosing to rent as well, likely looking to downsize, unlock equity from their homes, as well as the convenience of low maintenance and social freedom.

The ballpark neighborhood is an established community with a diversified distribution of land uses, yet there is still significant opportunity to bolster economic sustainability by taking advantage of infill development, especially within the urban context. In terms of economic development, urban/downtown environments including the Ballpark study area offer some of the greatest opportunity in Salt Lake City. A key advantage is the increased operational efficiencies compared to traditional suburban development, which can leverage existing infrastructure to enhance a vibrant, mixed-use destination for the community at large.

Office Demand

The greater Salt Lake office market was benefiting from the metro's consistent job and population growth over the past several years prior to the onset of COVID-19. In review of market trends set forth by CoStar, it appears as though the market has fared better than many metros due in part to its well-diversified economy. Targeted employment has continued to develop in recent years from regional efforts to attract advanced manufacturing, aerospace and defense, energy, financial services, life and health sciences, and software & IT sectors. Regional growth in employment can be attributed the locally educated population, low cost of business, regional connectivity, and overall quality of life.

Tech companies continue to be an important driver of not just employment but also office leasing, with several signing leases at new developments in the southern submarkets. Submarkets in this area of the metro are seeing major office-using employment gains from the tech sector. Online education company Pluralsight signed a lease for nearly 350,000 SF at the Gardner Company building under construction in Draper. Software companies InMoment and Lucid leased spaces in the south tower of the SoJo Station development.

The ballpark study area falls within the midsized Interchange office submarket (CoStar), that contains around 1.6 million SF of office space. The submarket is generally bound between State Street and one block west of I-15 from the northern boundary of 1300 S, and a southern boundary of 3900 S. The vacancy rate has risen significantly over the past 12 months, reaching 6.6%, yet remains in line with the long-term average. There is 150,000 SF of office product under construction at 2200 S Main St, representing the most space under construction in the submarket for more than a decade. This represents a turnabout from the recent trend, as the last office building constructed here delivered more than five years ago. Some of the largest buildings in the submarket include Timesquare 5, Ikon building, Plaza 2100 and the Main St building.

Average rents remain on the lower end of the market at a rate of $18.85/SF, mainly due to older construction. The analysis below uncovers that the ballpark can harness demand for over 15,000 SF of additional office development based on a conservative capture rate of the greater Salt Lake market. The majority of demand is anticipated to be generated from turnover of existing corporate users. Creating a corporate destination within the ballpark area would take advantage of accessibility, visibility, and adjacency to the TRAX station from a regional perspective, while providing workers with an amenity in the form of sports and an active neighborhood.

Ballpark Area Office Demand Analysis			
	Firms	Employees	Employees/Firm
Finance & Insurance	2,345	26,642	11
Real Estate	2,012	15,017	7
Professional, Scientific & Tech Services	3,721	47,717	13
Management of Companies & Enterprises	84	342	4
Health Services	3,469	98,560	28
Arts & Entertainment	661	11,643	18
Total	**12,292**	**199,921**	16
Avg. SF per Employee	150		
Total Office SF	76,039,052		
Avg. Submarket SF Absorption (10-year Average)	(88,694)		
Potential Office SF Absorption	-88,694		
Estimated Subject Site Capture Rt.	1%		
Potential Capture SF from Absorption	**-887**		
Potential Turnover	1%		
Potential Turnover SF	380,195		
Avg. Vacancy Rate	7%		
Total Occupancy from Turnover	355,102		
Estimated Subject Site Capture Rt.	5%		
Potential Capture SF from Turnover	**17,755**		
Total Potential Demand SF	**16,868**		
Source: ESRI, CoStar, Catalyst			

Table F

In review of various corporate/office developments throughout the Salt Lake market, several successful developments were identified and examined to understand the components of success. One of these developments is Cottonwood Corporate Center, located at the mouth of Big Cottonwood Canyon, one of Salt Lake City's most prestigious office locations. Designed by GSBS Architects, the property boasts spectacular views of both the canyon and the Salt Lake Valley. Nestled at the foot of the Wasatch Mountains, the four-building, Class A suburban office campus offers views of nearly the entire Salt Lake Valley. With easy access to the I-215 freeway, the campus is just 20-minutes away from downtown Salt Lake City, Park City and the Salt Lake International Airport. Cottonwood Corporate Center's proximity to four ski resorts, several premier hotels, and many popular dining options makes it an ideal location for work and play. The development is buffered from the surrounding residential development on all sides by a pedestrian path and a tree-liner that serves both as an amenity and buffer to the increased density of development.

Similar to Cottonwood Corporate Center, River Park Corporate Center is a suburban Class A master-planned development with over 1.7 million square feet of office. Access via I-215 in the southern portion of the valley allows access to downtown, Salt Lake International Airport, and several recreation destinations. One of the defining characteristics of the River Park development is the integration of the natural environment to the east. The Jordan River flows by parallel to the development as serves as a natural amenity to workers, as well as a buffer to the residential development to the east.

Irvine Office Park in Draper represents another marquee development in the south valley, with over 540,000 SF of Class A office space under development. "Irvine Office Park offers unmatched access to major freeway and arterial systems in the heart of Silicon Slopes," said Brandon Fugal, chairman of Colliers International in Utah. "This world-class facility not only provides prominent visibility along Utah's major transportation corridor but also offers easy access to key amenities and services." The Park is ideally positioned at the intersection of I-15 and Bangerter Highway, creating one of the most accessible developments along the Wasatch Front.

Retail Primary Trade Area

Understanding the characteristics and context of a trade area enables city leaders, planners, and developers to understand the purchasing power for the ballpark study area retail market and further understand the customer base for the region. A trade area will be impacted by competing trade areas and other shopping substitution options, and be impacted by access and mobility and barriers such as lakes, highways, railroads, airports, etc. In January 2021, Catalyst conducted a customer intercept study that included nearly 8,500 unique samples. These samples were collected from Smith's Ballpark and Common Evening Locations (C.E.L) were derived from the samples and geocoded to statistically construct the Primary Trade Area. Catalyst utilized a conservative 63.9% capture rate of the total samples to define the Primary Trade Area. Due to the regionality of Smith's ballpark, the resulting trade area is reflective of a large destination-based population, served by an area covering much of the metro area. The population of the PTA is greater than 1.175 million residents, and some of the key statistics of the PTA are reflected below:

- Population – 1,175,340
- Households – 394,894
  - Owner-occupied – 61%
  - Renter-occupied – 34%
  - Vacant – 4.5%
- Median Household Income - $74,743
- Average Household Income - $96,702
- Median Home Value - $334,229
- Per Capita Income - $32,519
- Median Age – 32.8
- % Population 18+ - 71%

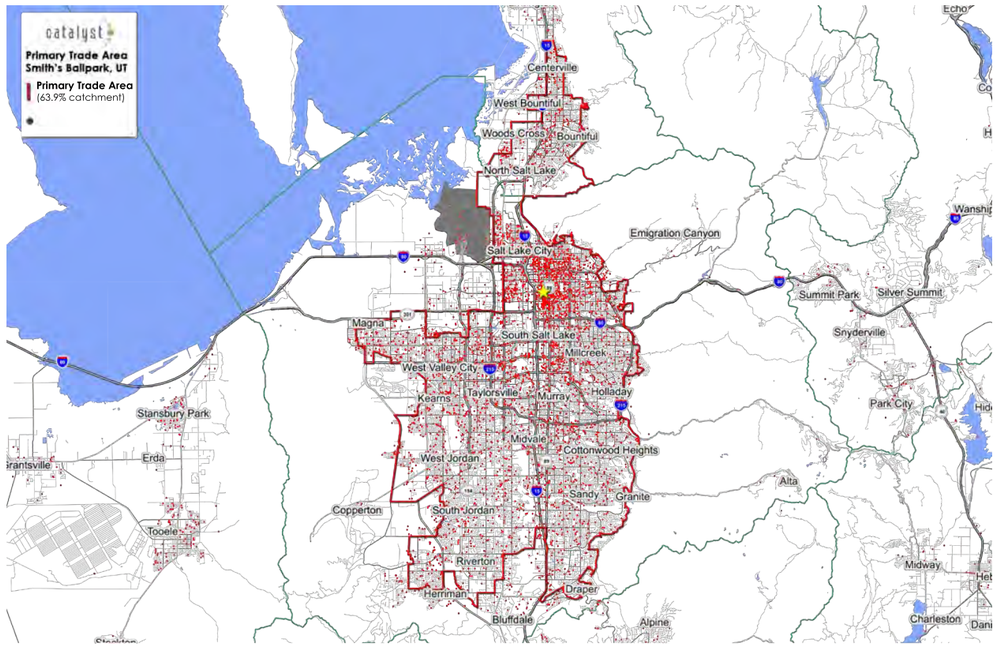


Exhibit I

Retail Demand

The ballpark area is positioned in the heart of the increasingly competitive Salt Lake valley retail market. The more immediate market is observable halfway between Salt Lake City's CBD and I-80. The ballpark's competitive edge within the market is derived from the physical location, access to transit, and the established surrounding neighborhood. A key advantage of the neighborhood is the position within the regional population being served by the ballpark's goods and services. It's vital that future economic development efforts continue to leverage and provide not only for the local population, but the larger regional population being served by the study area.

To calculate potential demand in square footage, Catalyst analyzed leakage within the PTA (potential demand in dollars less the existing supply in dollars.) The result is retail gap or "leakage", the amount of dollars being spent on retail categories outside of the community. To calculate demand in square footage, Catalyst analyzed retail leakage within the PTA including the estimated individual demand generated from the regional student population, local workforce, commuter traffic, visitor, and residential drivers, and converted the amounts to square footage based on extensive industry knowledge and experience.

The regional population of the PTA represents one of the largest drivers of retail demand for communities, especially. Based upon the growing population and high median household income within the PTA, there is a total retail Purchasing Power of over $82T. Purchasing power is the populations ability to purchase goods and services based on income and population. Research from the International Council of Shopping Centers (ICSC) found that on average people spend 24% of their total income on retail goods and services. While the amount of retail leakage within the PTA indicates oversaturation in a number of categories, there are a number of categories that are underserved, and some that are more resilient towards market factors and oversaturation. Destination-oriented retail developments tend to be more resilient to oversupply, due to the regional population they serve, opposed to depending on neighborhood residents.

The Ballpark study area is positioned to capture a large percentage of commuters passing by, especially on game-day. With the ample connectivity to the rest of the region via I-15, State Street, 1300 S, and TRAX, the ballpark study area is uniquely positioned to funnel and capture retail gravity along these transportation routes as the metro population continues to expand. Gateway features can be an integral part of a community which help define boundaries and celebrate its identity. Several key intersections and locations in the Ballpark area should be targeted as gateway opportunities and can be enhanced through theming, branding, wayfinding, and landscaping. These locations primarily exist when entering the study area along 1300 S, State St, and Main St, but also at major intersections, and where 1300 S and the TRAX station intersect. The perception of the community, its ability to attract and retain interest, and establish a unique and vibrant place, is often shaped by the quality and experience of key thoroughfares. Currently, commuter demand is responsible for generating more than 50,000 square feet of retail demand alone.

Workforce generated demand represents a strong opportunity and existing component of the overall retail demand, especially with regards to daytime population and goods and services that facilitate the workers' life. Increased corporate presence will allow the study area to remain active throughout the day, supporting goods and services, while creating partnerships between the community and employer. The regional and local workforce surrounding the ballpark area has generated more than 44,000 square feet of unmet demand. Typical goods and services that are driven by workforce and commuters generally include: Grocery stores, Health and beauty stores, Gas stations, General Merchandise stores, Office Supply stores, Sporting Goods stores, and Restaurants and eating establishments.

Based on the categorical demand generated by the residential, commuter, and workforce components, there is nearly 232,000 square feet of unmet retail demand. To harness this demand, several key categories have been identified in the following bullets, while the whole analysis can be observed below:

- Department Stores
- Grocery Stores
- General Merchandise Stores
- Health and Personal Care Stores
- Full and Limited-Service Restaurants

The table below summarizes the overall demand to be taken advantage of throughout the trade area.

Potential Supportable Retail Square Footage by Retail Category

Category	NAICS	Student	Workforce	Commuter	Residential	Total
Auto Parts, Accessories & Tire Stores	4413	584	-	1,299	-	1,883
Furniture Stores	4421	-	-	-	-	-
Home Furnishings Stores	4422	-	-	-	-	-
Electronics & Appliance Stores	4431	108	1,885	1,635	457	4,085
Bldg Material & Supplies Dealers	4441	-	-	-	-	-
Lawn & Garden Equip & Supply Stores	4442	-	-	-	6,009	6,009
Grocery Stores	4451	718	3,941	4,647	85,387	94,694
Specialty Food Stores	4452	-	-	-	-	-
Beer, Wine & Liquor Stores	4453	-	-	-	-	-
Health & Personal Care Stores	446,4461	476	7,605	1,635	-	9,716
Gasoline Stations	447,4471	-	-	21,642	18,743	40,385
Clothing Stores	4481	204	1,418	1,784	-	3,406
Shoe Stores	4482	374	1,950	3,270	-	5,594
Jewelry, Luggage & Leather Goods Stores	4483	178	1,486	1,557	-	3,221
Sporting Goods/Hobby/Musical Instr Stores	4511	-	845	1,635	-	2,480
Book, Periodical & Music Stores	4512	-	-	-	-	-
Department Stores Excluding Leased Depts.	4521	-	2,535	1,635	-	4,170
Other General Merchandise Stores	4529	-	11,700	2,453	-	14,153
Florists	4531	-	-	-	-	-
Office Supplies, Stationery & Gift Stores	4532	-	2,860	1,635	-	4,495
Used Merchandise Stores	4533	-	-	-	-	-
Other Miscellaneous Store Retailers	4539	-	-	-	21,253	21,253
Full-Service Restaurants	7221	450	3,716	2,750	-	6,916
Limited-Service Eating Places	7222	407	5,005	3,896		9,308
Special Food Services	7223	-	-	-	-	-
Drinking Places - Alcoholic Beverages	7224	-	-	-	-	-
Total Demand (SF)		**3,499**	**44,946**	**51,473**	**83,061**	**231,768**

Table G

Retail Trends
The ballpark study area falls within the midsized Interchange retail submarket (CoStar), that contains over 4.3 million SF of retail space. The submarket is generally bound between State Street and one block west of I-15 from the northern boundary of 1300 S, and a southern boundary of 3900 S. Although the submarket is home to a fairly dense amount of retail development, it only constitutes a small percentage of the metro area's 70.8 million SF of retail. Although retail developments have experienced increased vacancy over the past 12 months, the Interchange submarket has a vacancy rate of 3.2%, remaining under the long-term average of 5.2%. Some of the largest developments in the submarket include the RC Willey building, Wal-Mart Supercenter, Sam's Club, I-15 marketplace, and Lowe's. Average rents remain steady on the lower end of the market at a rate of $16.28/SF, mainly due to older construction and lack of construction.

Example Destination Districts in the Region
In reviewing various retail developments throughout the Salt Lake market, several successful developments were identified and examined to understand the components of success. One of these developments is commonly referred to as 9th & 9th, located at the intersection of 900 S and 900 E, just 2 miles from Smith's Ballpark. This area represents a quality example of merchandising, and appropriate neighborhood integration. The unique merchandising creates gravity for both neighborhood-serving and destination-based customers. Unique concepts represent a thoughtful approach to serving the immediate community, while simultaneously enticing residents from miles away to come shop and spend their energy within the district. Another key to success for this development is the integration to the existing neighborhoods on all corners. Appropriate building scale, urban form, and connectivity make it approachable, and create a seamless transition from surrounding the residential fabric.

Downtown South Salt Lake is characterized by the land stretching from State Street to I-15 and I-80 to 2100 South as the neighborhood's boundaries. Similar to Sugar House, Downtown South Salt Lake offers a mix of living, dining, drinking, and shopping that differentiates the neighborhood from other districts, and serves both a local and regional population. Downtown South Salt Lake is served by TRAX and the S-Line streetcar, as well as highway access and via State St. As Downtown South Salt Lake continues to grow and develop it will become even more destination based, serving a large regional population.

Perhaps one of the most notable developments in the entire Salt Lake valley is Sugar House. Teaming with life and opportunities for living, shopping, dining, drinking, and trail-running, Sugar House represents one of the premier destinations in Salt Lake City. Sugar House has unmatched merchandising that appeals to both neighborhood residents, and residents of the greater Metro. Local shops, restaurants, and bars provide neighborhood hangouts for locals, and unique experiences for residents traveling up to an hour. Sugar House's integration of parks and open space as well as residential fabric is a key component of the livability, connectivity, and quality of life that makes it such a destination.

Program Justification

	Owner-Occupied Residential	Renter-Occupied Residential	Retail	Office
Demand	**High**	**High**	**Moderate**	**Moderate**
Opportunities	Strong population growth and regional job market create high demand for quality housing. Owner-occupied would be a deviation from existing neighborhood conditions.	Infill. Mixed-use. Quality product that connects and accentuates the existing neighborhood fabric. Connectivity and open space are highly desirable amenities.	Access to a largely regional population, as well as neighborhood. Growing population and incomes will create demand for additional retail. Gameday programming and destination uses.	Access to dense, regional population. Access to airport and Interstate. Established industries.
Challenges	Maintaining the integrity and quality of existing neighborhoods. Affordable mid-rate housing to accommodate local workforce	Creating balanced neighborhoods and placement of strategic higher density product so that the market is not over built	Changing retail desires and e-commerce will impact retail development. Merchandising needs to serve a regional population as well as neighborhood.	Smaller market size. Constrained growth opportunities for larger corporate. Less connection to natural environment when compared to other Class A corporate campus.
Target	Market rate. Infill. High-density	High quality projects of ~10 units.	Regional retail, entertainment, restaurants.	Midrise, garden, corporate campus.
Planned SF	XX Units under construction	XX Units under construction	140,000 SF under construction, but 0 SF in submarket	150,000 SF under construction in submarket
Target Market Values	$200K +	$1,500 +/month	+/- $16/SF in submarket and +/- $19 in market	+/- $19/SF in submarket and +/- $23 in market
Absorption	Demand for 81 units annually	Demand for 62 units annually	Demand for nearly 230,000 SF across all categories	Demand for 17,000 SF annually

BALLPARK
STATION AREA PLAN

APPENDIX C
TRANSPORTATION ANALYSIS

DRAFT

SALT LAKE CITY BALLPARK STATION AREA PLAN

TRANSPORTATION NETWORK ANALYSIS
EXISTING CONDITIONS

Prepared for:

Prepared by:

May 2021
093684000

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DRAFT

SALT LAKE CITY BALLPARK STATION AREA PLAN

TRANSPORTATION NETWORK ANALYSIS
EXISTING CONDITIONS

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Appendix A Crash Data Summary Report

List of Acronyms

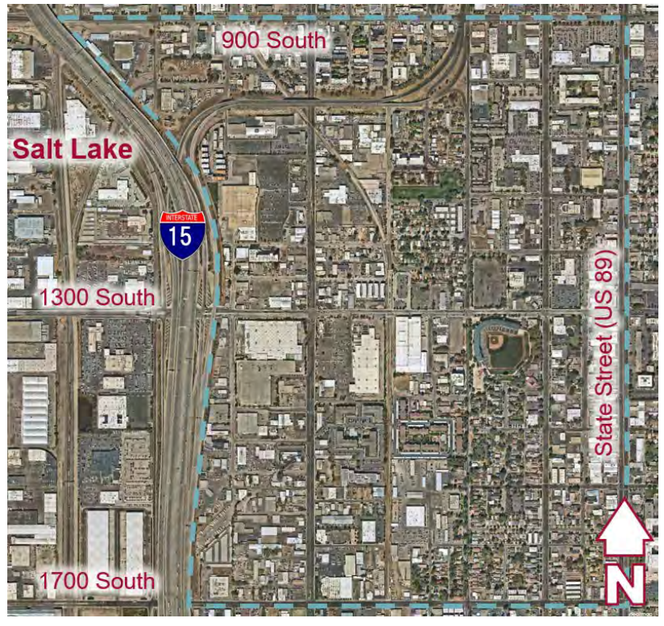
AADT	Annual Average Daily Traffic
ADA	Americans with Disabilities Act
CRA	Community Reinvestment Area
SAP	Station Area Plan
TDM	Travel Demand Model
UDOT	Utah Department of Transportation
UTA	Utah Transit Authority
WFRC	Wasatch Front Regional Council

1. Introduction

An important aspect of developing a Station Area Plan (SAP) is understanding the existing conditions around the transit station. This document provides a detail analysis of the existing conditions of the transportation network for the Salt Lake City Ballpark SAP. The SAP study area is bounded by I-15 on the west, 900 South on the north, State Street (US 89) on the east, and 1700 South on the south, as shown in **Figure 1**.

This chapter of the Ballpark SAP includes a review of existing plans and previous studies, an overview of the existing mobility landscape and connectivity, crash analysis and safety, and identifies deficiencies and gaps within the transportation network of the neighborhood. All modes of transportation were considered as part of the analysis including vehicles, transit, bicyclists, pedestrians, mobility assistance devices and micromobility which accounts for modes like motorized scooters and skateboards.

Figure 1 - SAP Study Area



2. Existing Plans and Studies

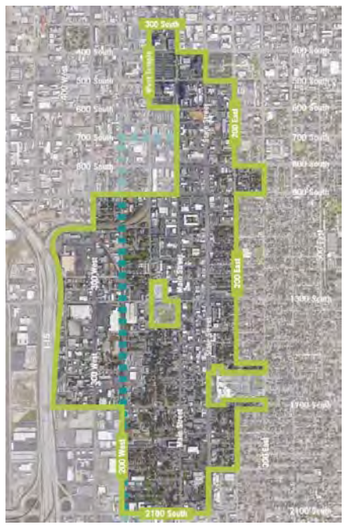
This section of the document presents a brief overview of known plans and studies related to the Ballpark SAP study area. The overviews are focused on how the particular plans and studies relate to the transportation network. Understanding what has be accomplished in other plans and studies ensures that the Ballpark SAP fits into the greater context of Salt Lake City (The City) and doesn't create friction with the overarching goals and plans of the City. Summaries are provided for the following plans and studies:

- State Street Community Reinvestment Area (CRA) Plan (Draft)
- Wasatch Front Regional Council (WFRC) Regional Transportation Plan (RTP) 2019-2050 (2019)
- Growing SLC: A Five-Year Housing Plan 2018-2022 (January 2018)
- Salt Lake City Transit Master Plan (2017)
- Salt Lake City Pedestrian & Bicycle Master Plan (December 2015)
- Plan Salt Lake (December 2015)
- Salt Lake City Central Community Master Plan (November 2005)
- Salt Lake City Transportation Master Plan (April 1996)

2.1. State Street CRA Plan

The State Street CRA Plan encompasses the area shown in **Figure 2**. The plan focuses on how to use funding to invest in State Street and the surrounding areas. The SAP study area falls within the State Street CRA Plan study area. They key takeaway from the State Street CRA Plan related to the Ballpark SAP is to promote high-quality transit-oriented development near Ballpark Station.

Figure 2 - State Street CRA Plan Study Area



2.2. WFRC RTP 2019 – 2050

The WFRC 2019-2050 RTP outlines recommended upgrades to highway, transit, pedestrian, and bicycle transportation facilities. These recommended upgrades are identified for 2019 through 2050. The study area for the WFRC RTP is the urbanized areas of the City, West Valley City, Layton, and Ogden. Projects that are part of the WFRC RTP that fall within the ballpark station area are outlined in the following subsections.

2.2.1. Active Transportation Projects

Figure 3 shows the recommended active transportation projects planned for the SAP study area from the WFRC RTP.

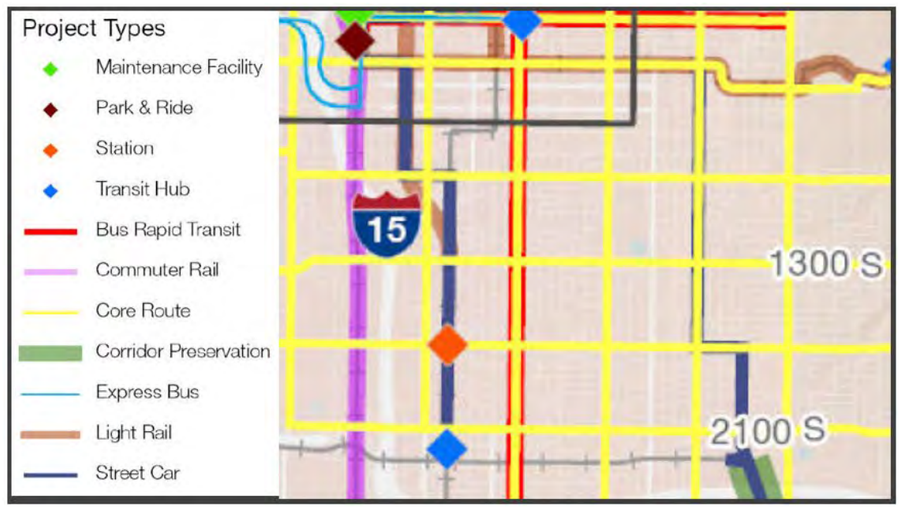
Figure 3 - WFRC RTP 2019-2050 Active Transportation Projects



2.2.2. Transit Projects

Figure 4 shows the recommended transit projects planned for the Ballpark SAP study area from the WFRC RTP.

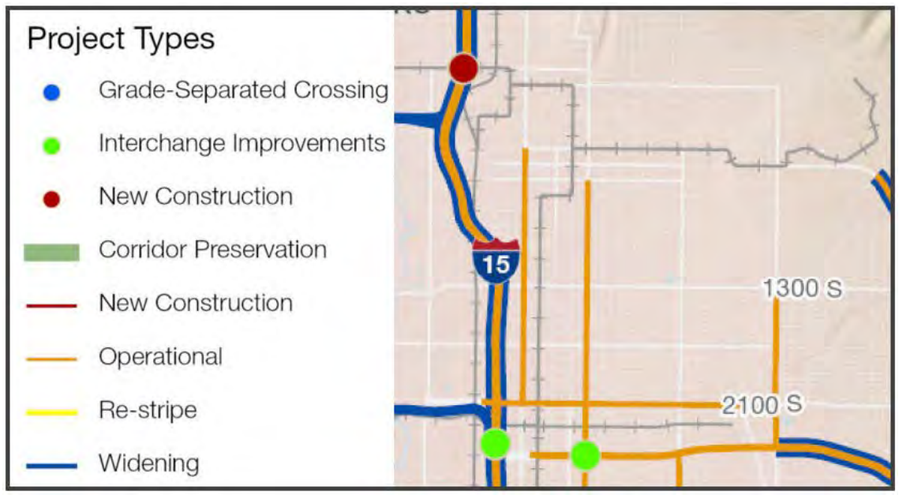
Figure 4 - WFRC RTP 2019-2050 Transit Projects



2.2.3. Roadway Projects

Figure 5 shows the recommended roadway projects planned for the Ballpark SAP study area from the WFRC RTP.

Figure 5 - WFRC RTP 2019-2050 Roadway Projects



2.3. Growing Salt Lake City – A Five Year Housing Plan

Growing Salt Lake City is a five-year housing plan for the City from 2018 to 2022 and was published in January 2018 by the Department of Community and Neighborhoods. The plan contains several topics including updates to zoning code, preservation of affordable housing, and equitability, fair housing, and transportation. This plan talks about the close relationship of transportation, transit-oriented development, affordable housing.

The plan focuses on how to make the City affordable so that more individuals and families can find housing there. With the anticipated increase in population comes transportation strains. The plan states that the need to create viable pedestrian, bicycle, and transit options is paramount as the City's population grows.

2.4. Salt Lake City Transit Master Plan

The Salt Lake City Transit Master Plan was adopted in 2017. The plan outlines the history of transit in the City, presents the goals for the transit network in the City, and summarizes actions that can be taken to achieve those goals. The major goals of the plan are to implement a frequent transit network, develop on-demand and employee shuttle programs, develop improved bus corridors, and implement a variety of transit-supportive programs and transit access improvements.

2.4.1. Active Transportation

One of the keys to building a complete transit system, as stated in the plan, is to have a safe and convenient active transportation system connecting people to transit stops and key destinations. Because every transit trip begins and ends with an active transportation trip it is important to have good access to transit. Characteristics of good active transportation access to transit are identified as follows:

- Well-marked intersections and mid-block crossings
- Traffic calming measures
- Exclusive pedestrian phases at intersections
- Pedestrian-scale lighting
- Wayfinding
- Designing for disabilities
- Protected bicycle lanes
- Protected intersections
- Bicycle lanes and boxes
- Neighborhood byways
- GREENbike
- Smart placement of transit stops near bike facilities
- Bicycle amenities and parking

2.4.2. Transit

The identified future transit network from the plan is shown in **Figure 6**. Existing bus stop amenities are shown in **Figure 7**.

Figure 6 - Future Transit Network

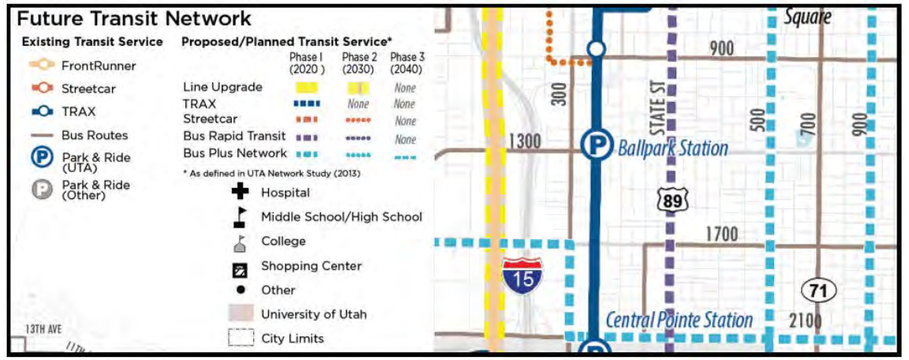


Figure 7 - Bus Stop Amenities



2.5. Salt Lake City Pedestrian and Bicycle Master Plan

The Salt Lake City Pedestrian and Bicycle Master Plan was adopted in December 2015. Major goals of the plan include:

- **INTEGRATION:** Integrate walking and bicycling into community planning to enhance livability, health, transportation, the environment, and economic development.
- **NETWORK:** Develop a safe, comfortable, and attractive walking and bicycling network that connects people of all ages, abilities, and neighborhoods to the places they want to go.
- **MAINTENANCE:** Maintain the walking and bicycling system year-round.

- **PROGRAMS:** Promote the safety and attractiveness of walking and bicycling through education, encouragement, and enforcement programs.
- **TRANSIT CONNECTIONS:** Integrate pedestrian and bicycle facilities with transit routes, stations, and stops.

Figure 8 shows results of public outreach surveys on the topic of pedestrian and bicycle transportation facilities conducted during the creation on the Pedestrian and Bicycle Master Plan.

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Figure 8 - Pedestrian and Bicyclist Preferences



Results of the online survey show clear community preference for sidewalks buffered from traffic, safer pedestrian crossings, and low-stress bikeways that allow for all ages and abilities to ride a bicycle comfortably.

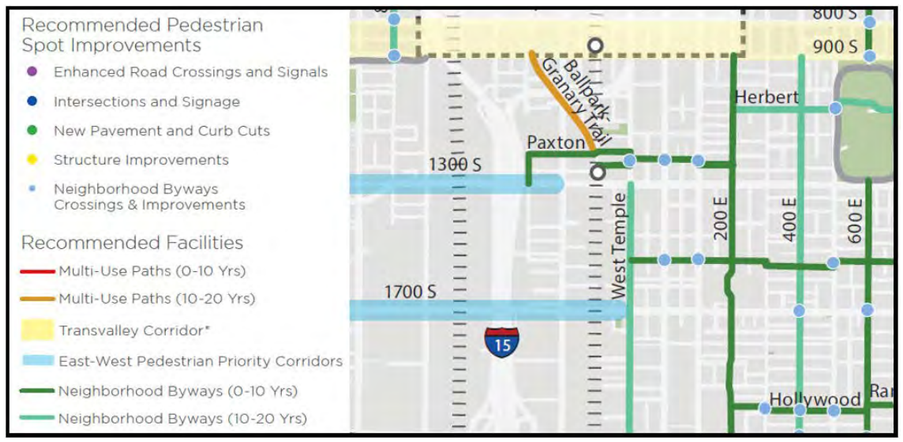
093684000 Transportation Network Analysis - Existing Conditions
2021-05-26 Existing Conditions Analysis.docx May 2021

2.5.1. Pedestrians

Recommended pedestrian improvements from the Pedestrian and Bicycle Master Plan that are planned for the Ballpark SAP study area are shown in **Figure 9**. These recommended improvements include the following:

- 1300 South – East-West Pedestrian Priority Corridors
- 1700 South – East-West Pedestrian Priority Corridors
- Paxton Avenue – Neighborhood Byway (0-10 Yrs)
- Paxton Avenue / West Temple Intersection – Crossing Improvements
- Kelsey Avenue / Main Street Intersection – Crossing Improvements
- Kelsey Avenue / State Street Intersection – Crossing Improvements
- Kelsey Avenue – Neighborhood Byway (0-10 Yrs)
- Andrews Avenue – Neighborhood Byway (0-10 Yrs)
- Andrews Avenue / Main Street Intersection – Crossing Improvements
- Andrews Avenue / State Street Intersection – Crossing Improvements
- West Temple – Neighborhood Byway (10-20 Yrs)
- Multi-Use Trail (10-20 Yrs) from Paxton Avenue to 900 South to the side of railroad

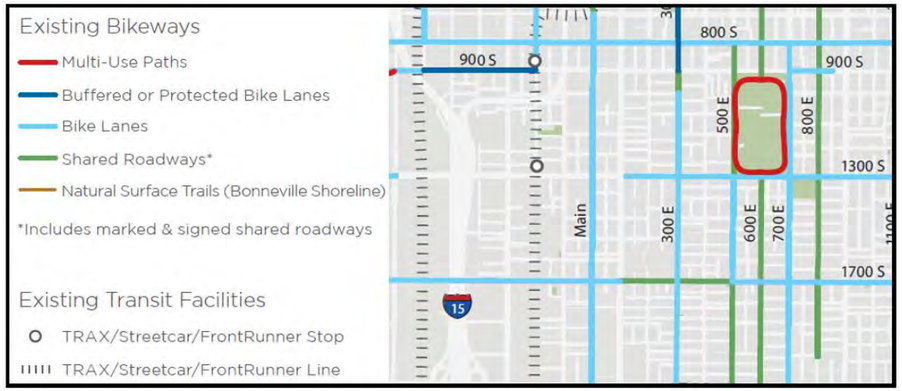
Figure 9 - Pedestrian Recommendations



2.5.2. Bicycling

The existing bicycle network identified in the Pedestrian and Bicycle Master Plan within the Ballpark SAP study area is shown in **Figure 10**. Short term (0-10 years in the future) and long term (10-20 years in the future) bicycle network improvement recommendations are shown in **Figure 11** and **Figure 12**, respectively.

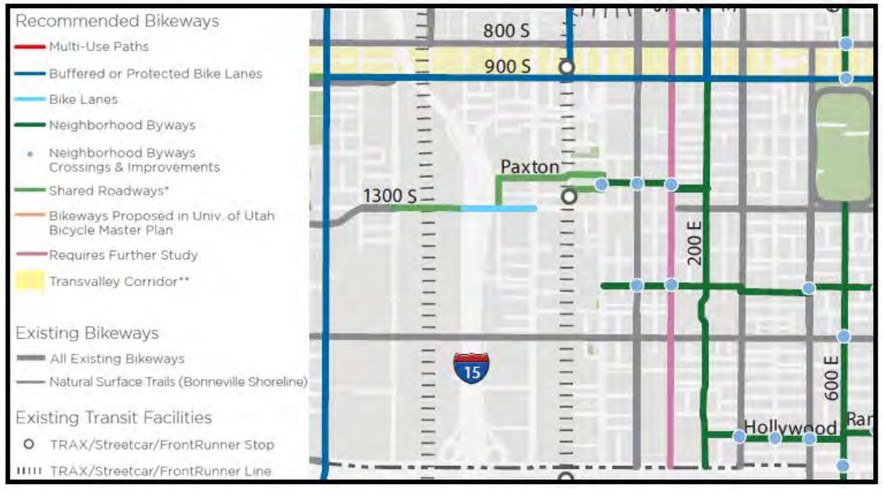
Figure 10 - Existing Bicycle Network



Short term (0-10 years in the future) bicycle network improvement recommendations include the following:

- 900 South – Protected or Buffered Bike Lanes as part of Transvalley Corridor
- 1300 South – Bike Lanes
- Paxton Avenue – Shared Roadway
- Paxton Avenue / West Temple Intersection – Crossing Improvements
- Kelsey Avenue / Main Street Intersection – Crossing Improvements
- Kelsey Avenue / State Street Intersection – Crossing Improvements
- Kelsey Avenue – Neighborhood Byway
- Andrews Avenue – Neighborhood Byway
- Andrews Avenue / Main Street Intersection – Crossing Improvements
- Andrews Avenue / State Street Intersection – Crossing Improvements

Figure 11 - Short Term Bicycle Recommendations



Long term (10-20 years in the future) bicycle network improvement recommendations include the following:

- 1700 South – Protected or Buffered Bike Lanes
- West Temple – Part Protected or Buffered Bike Lanes, part Shared Roadway
- Multi-Use Trail from Paxton Avenue to 900 South to the side of railroad

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Figure 12 - Long Term Bicycle Recommendations



2.6. Plan Salt Lake

Plan Salt Lake was adopted in December 2015 and gives a vision for the City through the year 2040. The plan gives a framework to prepare the city for the growth that is anticipated to come in future years. The plan includes the following 13 guiding principles:

1. Neighborhoods that provide a safe environment, opportunity for social interaction, and services needed for the wellbeing of the community therein.
2. Growing responsibly while providing people with choices about where they live, how they live, and how they get around.
3. Access to a wide variety of housing types for all income levels throughout the City, providing the basic human need for safety and responding to changing demographics.
4. A transportation and mobility network that is safe, accessible, reliable, affordable, and sustainable, providing real choices and connecting people with places.
5. Air that is healthy and clean.
6. Minimize our impact on the natural environment
7. Protecting the natural environment while providing access and opportunities to recreate and enjoy nature.
8. A beautiful city that is people focused.
9. Maintaining places that provide a foundation for the City to affirm our past.
10. Vibrant, diverse, and accessible artistic and cultural resources that showcase the community's long-standing commitment to a strong creative culture.
11. Ensure access to all City amenities for all citizens while treating everyone equitably with fairness, justice, and respect.

12. A balanced economy that produces quality jobs and fosters an environment for commerce, local business, and industry to thrive.
13. A local government that is collaborative, responsive, and transparent.

Each guiding principal contains targets to be reached by 2040 and several initiatives that can be implemented to help reach the stated targets. Several of these targets and initiatives involve goals related to pedestrian, bicycling, and transit. The 2040 targets related to transportation and mobility are as follows:

- Public transit within ¼ mile of all homes
- Reduce single occupancy auto trips
- Decrease pedestrian, bike, and auto accidents

To reach the 2040 targets the following initiatives have been identified:

- Create a complete circulation network and ensure convenient equitable access to a variety of transportation options by:
  - Having a public transit stop within ¼ mile of all residents.
  - Expanding pedestrian and bicycle networks and facilities in all areas of the City.
  - Providing incentives for the use of transit.
  - Increase the frequency and service hours of transit in neighborhoods.
  - Enhancing the regional transportation networks.
  - Creating a system of connections so that residents may easily access employment, goods and services, neighborhood amenities, and housing.
- Prioritize connecting residents to neighborhood, community, regional, and recreation nodes by improved routes for walking, biking, and transit.
- Reduce automobile dependency and single occupancy vehicle trips.
- Make walking and cycling viable, safe, and convenient transportation options in all areas of the City.
- Prioritize maintenance of existing infrastructure.
- Encourage transit-oriented development.
- Support and enhance the Salt Lake International Airport as a regional and international amenity.
- Collaborate with regional partners to relieve congestion and enhance rights-of-way for alternative modes of transportation.
- Enhance rights-of-ways to join, rather than segregate, adjacent neighborhoods.
- Incorporate green infrastructure into our rights-of-way and transportation network.
- Incorporate pedestrian oriented elements, including street trees, pedestrian scale lighting, signage, and embedded art, into our rights-of-way and transportation networks.

2.7. Salt Lake City Central Community Master Plan

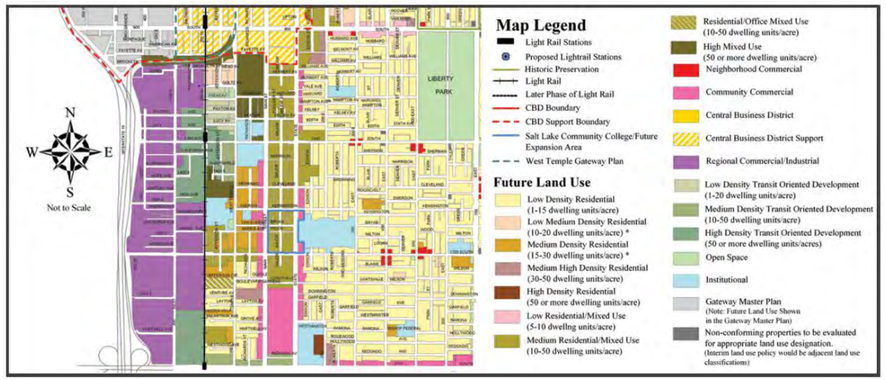
The City is split up into different planning areas. The central community plan outlines the future plan for one of those areas and was adopted in November 2005. The nine goals of the plan are as follows:

1. Protect and improve the quality of life for everyone living in the community, regardless of age or ability.

2. Improve and support community involvement, public participation, and neighborhood activism in the Central Community.
3. Provide a basis for funding specific programs that assist housing, capital improvement programs, and public services.
4. Provide opportunities for smarter and more creative development practices to better serve the community.
5. Prevent inappropriate growth in specific parts of the community.
6. Encourage specific types of growth in designated parts of the community.
7. Establish financial incentives to support alternative modes of mobility.
8. Preserve historic structures and residential neighborhoods.
9. Establish recommendations for better coordination and administrative review of construction projects and city applications.

Future land uses as laid out in the central community plan are shown in **Figure 13**.

Figure 13 - Central Community Future Land Uses



The Ballpark SAP study area falls within a smaller area within the central community plan, the people's freeway neighborhood, as shown in **Figure 14**.

Figure 14 - People's Freeway Neighborhood



Some identified issues facing the People's Freeway Neighborhood as outlined in the plan include the following:

- Address ways of transitioning the northern portion of the neighborhood from the historic character of low-density residential development to one of transit-oriented development.
- Improve circulation so it is safe for residents and children who must cross busy roadways to get to school or other public services.
- Develop ways to address the isolation between major roadways and improve pedestrian orientation.

2.8. Salt Lake City Transportation Master Plan

The Salt Lake City Transportation Master Plan was adopted in April 1996. The plan has an accompanying Transportation Action Plan that was updated in January 2000. The guiding principles set forth in the Transportation Master Plan are as follows:

- The City's transportation system will support and encourage the viability and quality of life of its residential and business neighborhoods.
- The City will encourage a multi-modal transportation system. Dependence on the automobile as our primary mode of transportation will be reduced by emphasizing other modes. The transportation system will be designed to move people, not just automobiles.
- The City will take a leading role in addressing regional land use issues affecting Salt Lake City and their link to transportation impacts along the Wasatch Front.

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- The City will consider the impact of various transportation modes on the environment and the community.
- The City will develop funding mechanisms which are equitable and adequate to meet the capital and operational needs of the transportation system.
- The City will educate citizens about transportation issues and impacts, and encourage public involvement in the decision-making processes.

There are twelve major topics that are covered in the Transportation Master Plan. Each of the twelve topics contains action steps located in the Transportation Action Plan. The twelve topics are as follows:

1. Regional Planning
2. Land Use Planning
3. Street System
4. Transportation Demand Management
5. Parking
6. Public Transportation
7. Bicycles
8. Pedestrians
9. Freight Rail
10. Funding
11. Air Quality
12. Education

It should be noted that a new Transportation Master Plan for Salt Lake City is currently being developed. Most of the action steps contained within this current plan have already been achieved or are outdated. No specific items related to the Ballpark SAP study area applicable from the Salt Lake City Transportation Master Plan.

3. EXISTING CONDITIONS

An analysis was performed on the existing conditions of the transportation network within the study area of the Ballpark SAP. This analysis includes an overview of traffic volumes, crashes, speed limits, pedestrian and bicycle facilities, connectivity, transit facilities and ridership, future projects, and know deficiencies and gaps in the network.

3.1. Annual Average Daily Traffic

WFRC uses a sophisticated transportation and land use model to predict future traffic volumes along roadway segments. This model is known as the Wasatch Front Travel Demand Model (TDM). Using the model, future annual average daily traffic (AADT) volumes are forecasted along roadway segments in the Ballpark SAP study area. **Figure 15** shows the historical 2017 AADT volumes for the study area. The anticipated growth in AADT over the 20-year period, based on the TDM is shown in **Figure 16**.

Figure 15 - 2017 Historical AADT Volumes



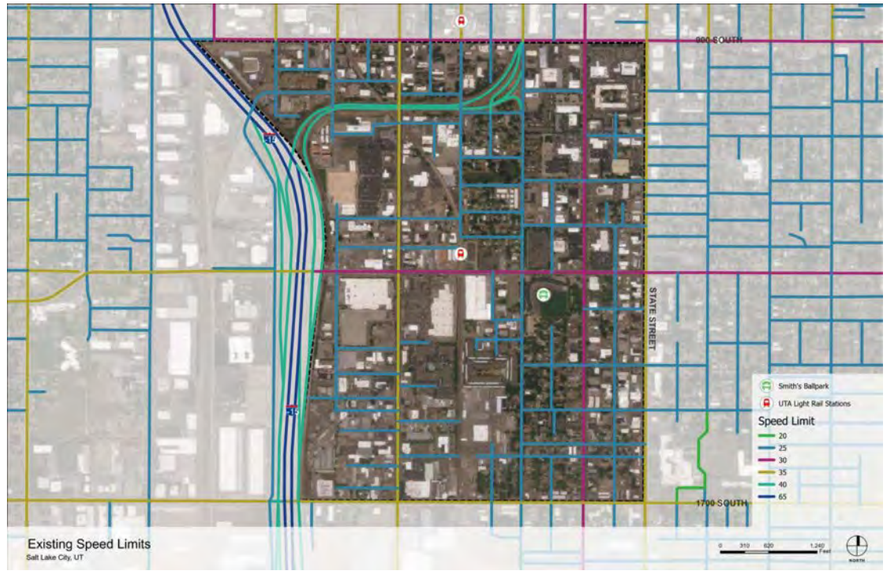
Figure 16 – 20-Year AADT Growth



3.2. Speed Limits

Speed limits for the Ballpark SAP study area and surrounding areas are displayed in **Figure 17**.

Figure 17 - Speed Limits



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3.4. Crash Analysis

A crash analysis was conducted for the Ballpark SAP study area for the six-year period from 2015 to 2020. Crash data was taken from the Utah Department of Transportation's (UDOT) Numetric website. The crash analysis looks at total vehicle crash, pedestrian involved crash, and bicycle crashes as seen in **Table 1**. Crash by severity for total crash, pedestrian crashes, and bicycle crashes are seen in **Figure 18**, **Figure 19**, and **Figure 20**, respectively. The Numetric crash data summary report is included in **Appendix A**.

Table 1 - Ballpark SAP Crash Analysis

Crash Type	Year	Total Crashes	Crash Severity					
			Property Damage Only		Injury		Fatal	
			#	%	#	%	#	%
Pedestrian Crashes	2015	6	0	0%	5	83%	1	17%
	2016	18	0	0%	17	94%	1	6%
	2017	10	1	10%	9	90%	0	0%
	2018	11	0	0%	11	100%	0	0%
	2019	17	1	6%	16	94%	0	0%
	2020	13	0	0%	13	100%	0	0%
Total		**75**	**2**	**3%**	**71**	**95%**	**2**	**3%**
Bicycle Crashes	2015	8	0	0%	8	100%	0	0%
	2016	12	0	0%	12	100%	0	0%
	2017	8	0	0%	8	100%	0	0%
	2018	9	0	0%	9	100%	0	0%
	2019	10	0	0%	10	100%	0	0%
	2020	5	0	0%	4	80%	1	20%
Total		**52**	**0**	**0%**	**51**	**98%**	**1**	**2%**
All Crashes	2015	182	95	52%	86	47%	1	1%
	2016	281	142	51%	137	49%	2	1%
	2017	229	134	59%	95	41%	0	0%
	2018	196	103	53%	92	47%	1	1%
	2019	242	133	55%	108	45%	1	0%
	2020	176	96	55%	79	45%	1	1%
Total		**1,306**	**703**	**54%**	**597**	**46%**	**6**	**0%**

Crash data an associated analysis may be protected under 23 USC 409

Figure 18 - Overall Crashes (2015-2020)



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Figure 19 - Pedestrian Crashes (2015-2020)



Figure 20 - Bike Crashes (2015-2020)



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3.5. Transit Analysis

An overview of the existing transit network in and around the Ballpark SAP study area is provided in **Figure 21**. The overview includes the location of all know UTA transit facilities including bus routes, bus stop locations, light rail tracks, and frontrunner tracks. **Table 2** displays the Ballpark Trax Station ridership data for the 3-year period from 2017 to 2019.

Figure 21 - Existing Transit Network



Table 2 - Ballpark Station Ridership Data

Year	Average Boardings			Average Departures		
	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
2017	2,196	1,413	365	1,905	1,372	350
2018	2,071	1,270	377	1,760	1,160	345
2019	1,860	1,620	356	1,533	1,548	313
Average	2,042	1,434	366	1,733	1,360	336

3.7. Active Transportation Facilities

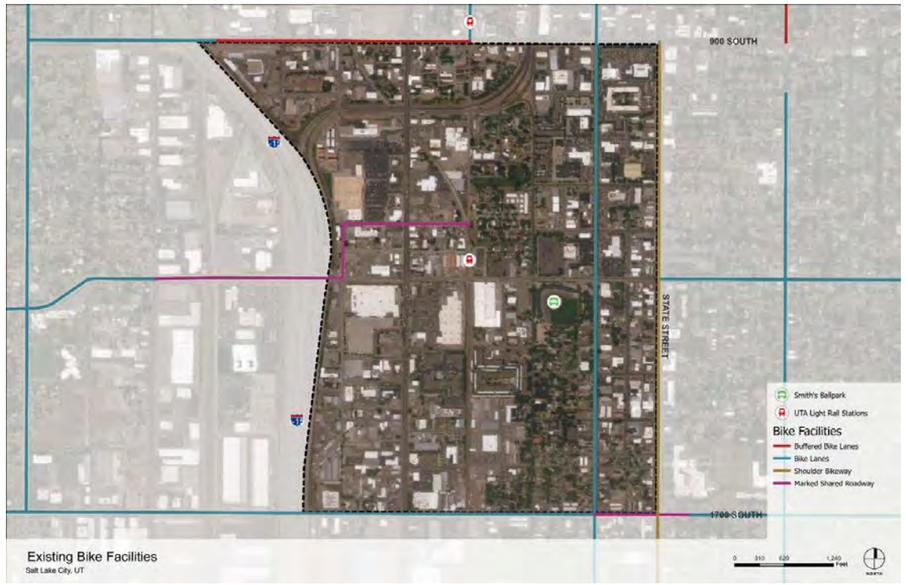
The existing conditions analysis identified active transportation facilities within the Ballpark SAP study area. **Figure 22** displays the identified sidewalks and marked crosswalks in the study area. Marked crosswalks include both signalized crossings and unsignalized crossings. **Figure 23** identifies the various types of bike facilities within the study area. It should be noted that no existing pedestrian count data was available for this area.

Figure 22 - Existing Pedestrian Network



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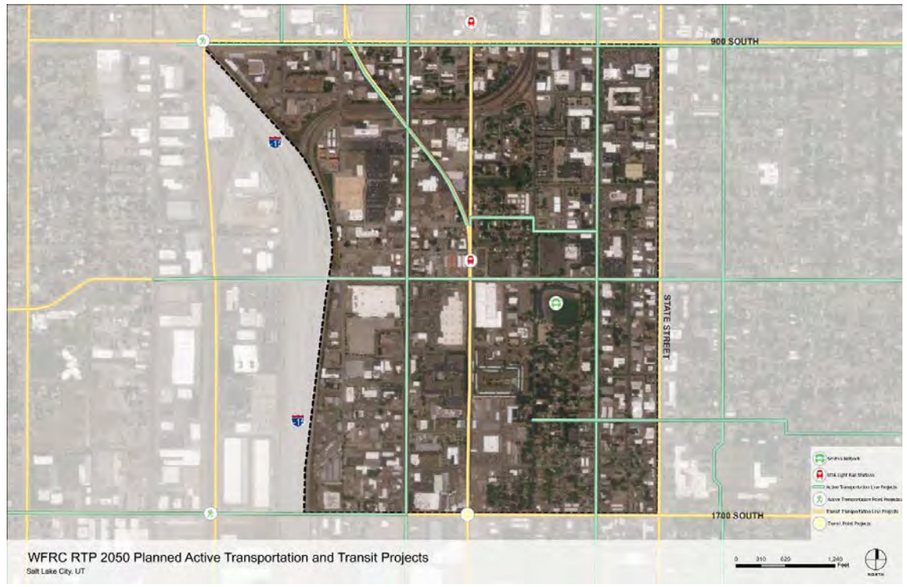
Figure 23 - Existing Bike Facilities



3.9. Recommended Future Projects

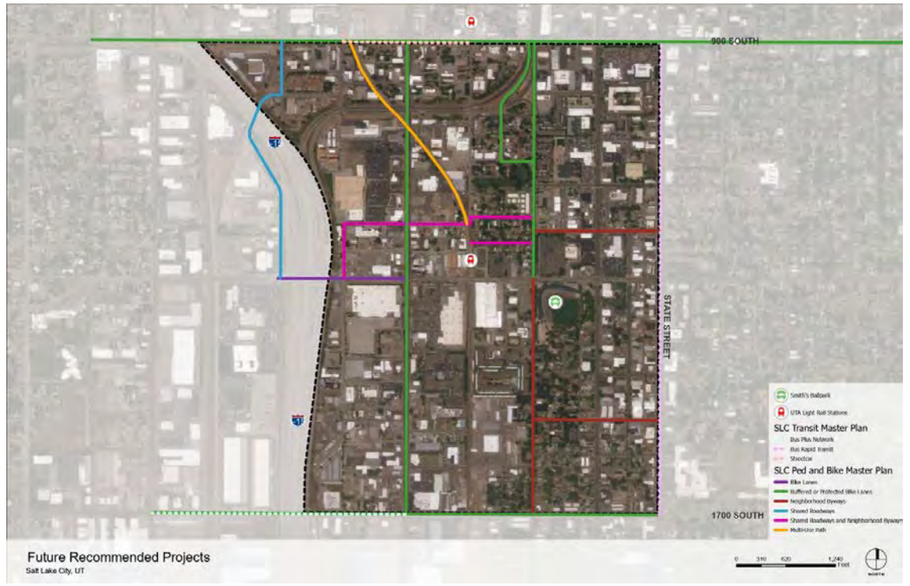
As documented in Section 2, future active transportation and transit projects were identified in the study area. **Figure 24** outlines future recommended projects as identified in the WFRC 2050 RTP. **Figure 25** summarizes other recommended future projects as identified in Salt Lake City's Transit Master Plan and Pedestrian and Bicycle Master Plan.

Figure 24 - WFRC Planned Active Transportation and Transit Projects



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Figure 25 - Other Future Recommended Projects



3.11. Field Visits

Multiple field visits of the Ballpark SAP study area were conducted in an effort to better understand existing conditions. These field visits included walks around the study area to gain a pedestrian's perspective and driving the roadways to gain a driver's perspective. The main purpose of field visits was to identify issues that weren't apparent from a general overview of existing data and studies. The main observation is that the study area is not favorable to active transportation as a transportation mode. Observations included improper bike parking facilities (**Figure 26**) and the overall lack of bike parking locations, pedestrians crossing midblock without a midblock crosswalk (**Figure 27**), and narrow sidewalks with obstructions within the walking path (**Figure 28** and **Figure 29**).

Figure 26 - Improper Bike Racks as Ballpark Station



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Figure 27 - Illegal Midblock Crossings of 1300 South



Figure 28 - Poor Sidewalk Conditions along 300 West



Figure 29 - Narrow Sidewalk with Obstructions along 300 West



3.12. Network Deficiencies and Gaps

Based on the information collected in the existing conditions analysis, the follow network deficiencies and gaps in the Ballpark SAP study area were identified.

- Bicycle
  - Lack of East-West Bicycle Routes
  - Lack of Bicycle Parking Racks
  - Improper Bicycle Parking Options
  - 1300 South
  - 300 West
  - Maintenance of Existing Bicycle Lanes
  - Bicycle Safety
- Pedestrian
  - Lack of Pedestrian Pathways and Sidewalks Connecting Neighborhoods
  - Narrow Sidewalks
  - Sidewalk Obstructions
  - Pedestrian Lighting
  - Pedestrians Crossing 1300 South at Unsafe Locations
  - ADA Issues
  - Pedestrian Safety
- Vehicle
  - Lack of Shoulder on 1300 South
  - Vehicle Safety

4. KEY TAKEAWAYS

The existing conditions analysis for the Ballpark SAP study area included a review of existing plans and previous studies, an overview of existing facilities, crash analysis, and identifying deficiencies and gaps in the network. All modes of transportation were considered as part of the analysis including vehicles, transit, bicyclists, pedestrians, and micromobility. The SAP study area is bounded by I-15 on the west, 900 South on the north, State Street (US 89) on the east, and 1700 South on the south. The following key takeaways were identified based on the existing conditions analysis.

- Look for opportunities to reduce overall vehicle, pedestrian, and bicycle crashes
- Look for opportunities to improve safety for all road users
- Improve the overall pedestrian and bicycling environment. This can be done through a variety of strategies including:
  - Pedestrian lighting
  - Wider sidewalks
  - Remove sidewalk obstructions
  - Install mid-block crossing on 1300 South west of the Trax Station
  - Implement additional bicycle lanes
  - Improve existing bicycle lanes
  - Provide neighborhood connections
  - Install bicycle parking racks
- Implement applicable items from the existing plans and studies for the study area
- Improve accessibility to public transit options in the area

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APPENDIX A

CRASH DATA SUMMARY REPORT

CRASH SUMMARY REPORT

Ballpark Station Area Crashes (2015-2020)

Created on May 25, 2021
Created by Jacob Farnsworth
Data extents: January 1, 2015 to December 29, 2020

UDOT Keeping Utah Moving

Applied Filters

Shape: Polygon | Year | ≤≥ | 2015 - 2020



Total Crashes	1,306	Fatal Crashes	6

UDOT Crash Summary		Crashes
Total Crashes	1,306	100.00%
Intersection Related	764	58.50%
Roadway Departure	163	12.48%
Speed Related	153	11.72%
Distracted Driving	134	10.26%
DUI	80	6.13%
Pedestrian Involved	77	5.90%
CMV Involved	73	5.59%
+ 5 more	116	8.89%

Crash Severity		Crashes
No injury/PDO	703	53.83%
Possible injury	324	24.81%
Suspected Minor Injury	239	18.30%
Suspected Serious Injury	34	2.60%
Fatal	6	0.46%

Injury Level	People

No injury	2,623	76.23%
Possible injury	471	13.69%
Suspected Minor Injury	303	8.81%
Suspected Serious Injury	37	1.08%
Fatal	6	0.17%
Unknown	1	0.03%

Manner of Collision		Crashes
Angle	436	33.38%
Front to Rear	329	25.19%
Not Applicable/Single Vehicle	285	21.82%
Sideswipe Same Direction	106	8.12%
Parked Vehicle	70	5.36%
Head On (front-to-front)	27	2.07%
Unknown	25	1.91%
Sideswipe Opposite Direction	18	1.38%
+ 3 more	10	0.76%

Crash Date Time (Year)		Crashes
2020	176	13.48%
2019	242	18.53%
2018	196	15.01%
2017	229	17.53%
2016	281	21.52%
2015	182	13.94%
+ 6 more	0	0%

Roadway Surface Condition		Crashes
Dry	1,120	85.76%
Wet	130	9.95%
Snow	27	2.07%
Ice/Frost	17	1.30%
Slush	7	0.54%
Unknown	4	0.31%
(retired) Sand, Dirt, Gravel	1	0.08%
+ 8 more	0	0%

Weather Condition		Crashes
Clear	997	76.34%
Cloudy	197	15.08%
Rain	63	4.82%
Snowing	40	3.06%
Unknown	6	0.46%
Fog, Smog	1	0.08%
Severe Crosswinds	1	0.08%
Sleet, Hail	1	0.08%
+ 3 more	0	0%

Most Harmful Event		Vehicle
Collision With Other Motor Vehicle in Transport	2,051	81.94%
Collision With Parked Motor Vehicle	111	4.43%
Concrete Barrier	70	2.80%
Pedestrian	69	2.76%
Pedacycle	50	2.00%
Other Fixed Object*	31	1.24%
Collision Between Motor Vehicle in Transport and Vehicle Cargo/Part or Object Set in Motion by Motor Vehicle	20	0.80%
Overturn/Rollover	19	0.76%
+ 47 more	82	3.28%

Light Condition		Crashes
Daylight	964	73.81%
Dark - Lighted	244	18.68%
Dark - Not Lighted	42	3.22%
Dusk	30	2.30%
Dark - Unknown Lighting	16	1.23%
Dawn	5	0.38%
Unknown	5	0.38%
Other	0	0.00%

BALLPARK
STATION AREA PLAN

APPENDIX D
CASE STUDY ANALYSIS

Salt Lake City Ballpark Station Area Plan

Case Study Analysis

Stadium Area Activation & Mobility Best Practices

January 2020

Prepared By:

Kimley»Horn

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Introduction

Creating thriving and inclusive neighborhoods in areas surrounding major and minor league ballparks is a goal that cities strive to achieve through a variety of infrastructure and non-infrastructure investments. However, achieving this goal is often a challenge. Ballpark architecture and design plays a role in how well it integrates and enhances the surrounding community, but there are a number of other factors extending beyond the ballpark itself that has the ability to help accelerate or facilitate economic and community vibrancy and integrate these otherwise disparate land uses.

This exploration of case studies from ballpark areas across the country provides the planning team and the community examples of ballpark design and ballpark district activation strategies and outcomes to understand and identify lessons learned from similar ballparks that might support the vision and goals for the Smith's Ballpark area. Case studies were selected based on those ballpark areas that are similar in urban scale and context to Smith's Ballpark, including proximity to high quality transit, and community activation/integration. The initial list of case studies included:

- Denver, CO
- Toronto, ON
- Ogden, UT
- Kansas City, MO
- St Louis, MO
- St. Paul, MN
- Minneapolis, MN
- Atlanta, GA
- Memphis, TN
- Boston, MA
- Oklahoma City, OK

The initial list was paired down and refined with input from the plan technical committee to focus on those case studies that have some of the most valuable lessons learned from similar challenges faced by Smith's Ballpark neighborhood in Salt Lake City. The technical committee specifically wanted to focus the selection and exploration on ballpark and ballpark areas that

- Are experiencing similar challenges to the SLC Ballpark area
- Have a mixture of surrounding land uses
- Have existing high quality transit connections

The final set of detailed case studies explored below are a combination of major league and minor league ballpark areas and consider the challenges faced by these ballparks and their surrounding neighborhoods and the unique strategies employed by these communities to overcome those challenges.

Major League Examples:

Boston – Fenway Park

Location: Boston, MA
City Population: 694,583
Stadium Capacity: 37,305
Opening Date: April 1912

Introduction

Fenway Park, located in Boston, Massachusetts, near Kenmore Square has been the home of the Boston Red Sox Since 1912. The stadium has undergone many renovations and transformations through the years but remains the oldest active ballpark in Major League Baseball (MLB). Its constrained location in the dense Fenway–Kenmore neighborhood has necessitated the park to be been renovated or expanded many times, resulting in quirky features including "The Triangle", Pesky's Pole, and the Green Monster in left field. The ballpark is known for providing an intimate fan experience and is the fifth smallest among MLB ballparks by seating capacity, second smallest by total capacity, and one of eight that cannot accommodate at least 40,000 spectators. The Fenway Neighborhood grew up around the stadium and today is one of Boston's most thriving and walkable urban neighborhoods today.

Design Features

The irregular shaped city block forced the original ballpark designers to get creative in how they aligned the playing field, grandstands, and concourses. The ballpark's irregularities coupled with the ballpark's principles of jewel box architecture has created a memorable design that cannot be recreated.

Fenway Park is one of the two remaining "jewel box" ballparks still in use in MLB (the other being Wrigley Field). Jewel box is a term used in reference to ballparks built (or re-built) primarily between 1909 and 1915 that feature a two-tier grandstand design and are often squeezed inside a city block. The jewel box design and context results in significant number of obstructed view seats at the ballpark, due to pillars supporting the upper deck. Fenway's integration into the irregular city block created the need to incorporate some unique design features such as the "green monster", the 37-foot wall in left field, to compensate for the short outfield dimensions, and the "triangle" – a point where the outfield walls meet in centerfield at an extreme angle, creating a triangle section of seats. These unique features that could be challenges or drawbacks, are what make the stadium so beloved.

Neighborhood Integration

Fenway Park is located along Lansdowne Street and Jersey Street in the Kenmore Square area of Boston. After the ballpark was built, the neighborhood began to grow rapidly and there were intentional efforts to create buildings around the stadium that meshed with the architecture and height datum that was already created. This created a tight knit relationship between the park and community, something that is noticeably lacking in most other ballparks throughout the country. The ballpark is the primary draw in the neighborhood, but the character of the area is far more nuanced with myriad of trails, quiet parks, museums, academic institutions and retail opportunities. Additionally, in the past 10 years, the neighborhood has seen millions of dollars in new development, creating an area that attracts students, young professionals, and families alike to live and visit.

Gameday / Non-Gameday Activation

The ballpark has existed for so long that the immediate surrounding area has evolved over time to almost serve as an extension of the ballpark. This is illustrated prominently on Lansdowne Street. The area surrounding Lansdowne Street is famous for its music venues and nightlife, and the street comes alive with outdoor vendors on Red Sox game days, with the surrounding bars and restaurants spilling into the street. During the 2020 season, that blur between ballpark and neighborhood was enhanced when Lansdowne Street was temporarily closed to allow the surrounding dining establishments to expand their outdoor space for social distancing and to attempt to recreate the gameday experience while no fans were allowed into the stadium.

The ballpark hosts a number of different events throughout the year, though the focus is clearly baseball. Other events semiregular hosted at Fenway include a handful of concerts and special sporting events, such as international soccer or professional hockey exhibitions.

Key Takeaways

Fenway Park is one of the most iconic ballparks and ballpark areas in the major leagues because its history, its design, and the activity and draw of the surrounding neighborhood. Some of these themes are hard to be replicated, mainly because the neighborhoods has grown up around the ballpark. However as mentioned, there are a some strategies that other ballpark and ballpark areas can implement to help recreate some of Fenway's success including:

- *Celebrate what makes a ballpark and its surrounding area unique.* Some of Fenway's most memorable elements have been engineered away in other more modern ballparks. Irregularities in design and layout should be celebrated to foster a unique sense of place.
- *Extend the ballpark atmosphere beyond the ballpark.* Fenway Park's gameday atmosphere spills out into the surrounding streets for multiple blocks, partly due to the limited space inside the ballpark. While that may be hard for other ballparks to replicate, the ballpark atmosphere is possible to foster and create outside the ballpark by creative use of right of way (closing/reusing streets) and special building regulations (zoning and design guidelines)

Chicago – Wrigley Field

Location: Chicago, IL
City Population: 2,693,976
Stadium Capacity: 41,649
Opening Date: April 1914

Introduction

First opened in 1914, Wrigley Field is the oldest stadium in the National League, and second oldest behind Fenway Park. With its iconic ivy-covered outfield walls, the hand turned scoreboard, and the distinctive main entry marquee, there is no shortage of design elements which make the ballpark unique and beloved. These unique elements are not contained strictly to the ballpark itself but are also found throughout the surrounding neighborhood. The attempt to blend the ballpark and adjacent neighborhood required establishment of multiple "good neighbor agreements" and other policies negotiated between the ballpark and the surrounding communities to help resolves gameday conflicts over time. Conflicts aside, Wrigley is one of the best examples of a stadium as an anchor for stadium urbanism that results a thriving, walkable area.

Design Features

Wrigley Field has several unique elements that contribute to the park's allure. The most iconic elements of the stadium's design include its core building materials – steel-and-concrete with exposed bricks and steel beams – to reflect the City's modern, industrial character. Inside the stadium there are a number of design features unique to Wrigley, such as the ivy-covered outfield walls, hand operated scoreboard, and main entrance marquee. The seating arrangement within the park is also very intimate, with very little foul territory separating fans from the field of play. The two recessed wall areas, or "wells", located in left and right field, give those areas a little more length than if the wall were to follow the contour from center field. These dimensional irregularities create strange bounces and swirling winds that the ballpark is famous for.

While these design elements contribute to what makes it so special, it is the ballparks location and integration with its surroundings that make it so special, yet impossible to replicate.

Neighborhood Integration

The park's integration with its surroundings is a product mainly of the timing of its construction. Built in 1914, the area leaned on public transportation instead of cars do get people to and from the stadium, making it critical for the stadium to be in a walkable and connected neighborhood. The neighborhood around the stadium—known as Wrigleyville— has become more desirable and developed over time, especially since the 1990s. Although home to numerous bars and restaurants, the area is largely residential, which added to the stadium's appeal but also resulted in resistance to some proposed changes. Notably, it took until 1988, and the threat of moving the Cubs baseball team to a different stadium, for lights to be installed at Wrigley Field, allowing night games to be played. After the Cubs and Wrigley were purchased in 2009, a major renovation was proposed that drew strong objections from some residents. Ultimately, much of the plan was approved, which include a redefined clubhouse, adjacent hotel, front office, and outdoor plaza. The neighborhood and the Cubs organization have gone as far as to create a "Neighborhood Protection Agreement" which primarily addresses parking, traffics, and public safety.

The ballpark and surrounding neighborhood exist in a symbiotic relationship in which enhancements to the ballpark have driven demand for the surrounding neighborhood and vis versa. While close integration of the ballpark with the surrounding residential neighborhood has created conflicts over the years, the benefits have outweighed the consequences and resulted in one of the greatest ballpark districts in the entire country.

Gameday / Non-Gameday Activation

Located in the North Chicago community area of Lakeview, within the Wrigleyville Neighborhood, the ballpark and surrounding neighborhood have grown-up with each other. Wrigley has stood the test of time because it is sewn into the surrounding urban fabric. Hours before the game, fans will stream into the Wrigleyville neighborhood, packing local bars and restaurants. Those arriving by public transportation will step onto the platform at the Addison Red Line stop and look down on bustling streets and a view of the field. An exceptional unique gameday feature is the neighboring bars and restaurants that overlook the field. Nearby buildings are so close to the field that owners have even converted their rooftops to bleacher seating they sell to fans, which is sometimes a harder ticket to get than one to the actual game.

Minimal extra attention is needed within the ballpark area during gamedays to create the memorable scene found in and around the stadium. The walkable location closely knit urban form, and the intentional and unintentional blending of neighborhood and ballpark create an exceptional gameday atmosphere.

Key Takeaways

Like Fenway, Wrigley's age and history play a huge role in elevating the ballpark to one of the most beloved in all of baseball. However, there are some applicable strategies that can be applied in the SLC Ballpark area to help recreate some of what makes Wrigley so special including:

- *Having an open dialogue between ballpark and neighborhood.* The incredibly close integration of ballpark and neighborhood has created several challenges through the years. The partnership between the two has been rocky at times but having both an open dialoged through a neighborhood council, along with a formalized agreement in place, have helped the two navigate disputes and thrive together.
- *Blur lines between ballpark and neighborhood.* There is perhaps no better example of this takeaway Wrigley Field. Surrounding businesses have taken advantage of the low walls in the outfield and built belchers that can see into the stadium, becoming some of the most iconic elements of the stadium experience. While there are logistical challenges to implementing some of these elements at modern ballparks, creative ideas should be explored to help create a more permeable relationship between the ballpark and its surroundings.

Minor League Examples:

Oklahoma City – Chickasaw Bricktown Ballpark

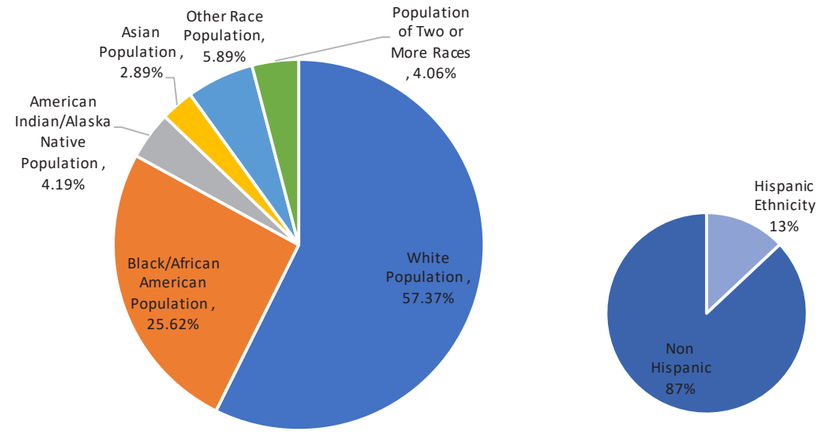
Ball Park Facts

Location: Oklahoma City, Oklahoma
Population: 551,789
Capacity: 13,066
Opening Date: April 1998
Construction Cost: $34 million
Funding Source: Voter approved one-cent sales tax increase in 1993 to fund the Metropolitan Area Projects Plan (MAPS).
Events: Oklahoma City Dodgers Minor League games, meeting space, private events, convention events, concerts, on-field events, walks and runs, and festivals.



Surrounding Area Facts (1-Mile Radius)

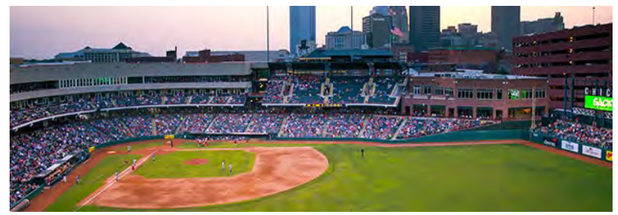
2020 Population: 4,532
Population Growth (2010 to 2020): +60%
2020 Median Income: $56,927
2020 Occupied Housing Units: 90% Rented/10% Owned
Population Race & Ethnicity:



Viewed as one of the most successful ballparks in the minor league, Bricktown ballpark was part of the larger Bricktown redevelopment plan that helped energize the surrounding area while generating $238 million dollars in housing and mixed-use development. This case study highlights practices and lessons learned in supporting economic development, community-driven design and activation, and how the ballpark and surround area have blended development and culture.

Development of Downtown

The Bricktown Ballpark was constructed after voter approval of dedicating sales tax as a part of the Metropolitan Area Projects (MAPS) initiative. MAPS outlines the development of major capital improvements in the core area of Oklahoma City to spur urban community redevelopment, such as implementing a trolley service and developing a paved canal system, convention center, and music hall, among other projects. The total investment for nine projects funded by MAPS, including the construction of the Chickasaw Brickyard Ballpark, was $360 million. Since the construction of the ballpark, the area has spring up as an "play, work, live" destination with various mixed-use buildings, multi-family housing developments, hotels, restaurants, shops, a movie theater, and more. As a result of the initial capital investments, by 2005, 3,400 projects worth $1.3 billion in capital



OKC Dodgers Baseball Game

investments were completed or in progress in the area[1].

Gameday/Non-Gameday Activation

The ballpark and surrounding Downtown Bricktown district have become an entertainment attraction and a community for residents and tourist alike. The ballpark attracts thousands of visitors during baseball games and other community events. The Chickasaw Bricktown Ballpark hosts **a variety of events** including:

- Oklahoma City Dodgers games;
- Fundraising runs/walks;
- Snow tubing in winter months;
- An annual Winter Festival;
- High school baseball series;
- Concerts; and
- Meetings and seminars.



Winter Festival at Bricktown Ballpark

In 2017, the ballpark hosted 451,033 visitors for baseball games and 146,778 visitors attending other events hosted at the ballpark[2].

The Bricktown district also features various retail stores, dining options, bars, clubs, hotels and other attractions which have become a destination feature for ballpark visitors.

Interconnected Transportation

The Bricktown ballpark is accessible by various interconnected transportation options that go beyond personal automobiles, including:

- Oklahoma City Streetcar;
- Oklahoma River Water Taxi;
- Spookies bicycle sharing;
- Embark bus service; and
- Exclusive pedestrian streets.

The diversity in transportation modes makes it easy for visitors and residents to access the ballpark and surrounding areas in Bricktown.



Water Taxi at Bricktown

Pedestrian Connectivity

Various pedestrian friendly amenties accommodate the thousands of visitors in Bricktown. These include spacious sidewalks, green spaces, walkways along the canal, connectivity to parking areas, and access signage. The pedestrian facilities provide accessibility between Bricktown area attractions, parking, and the Chickasaw Bricktown Ballpark and enhances the experience by providing visitors a with comfortable and aesthetically pleasant walking experience to the ballpark.

[1] *Impact Analysis of Oklahoma's MAPS and Other Significant Central City Investments* (2009).
[2] *Oklahoma City MAPS Project Economic Impact Study* (2019).

Wanda Jackson Way

Wanda Jackson Way is a 0.15-mile long activated alleyway that provides access from the east area parking facilities directly to the main entrance on the southwest corner of the ballpark. Along the pedestrian-friendly alley are:

- A restaurant;
- A bar;
- Mini golf;
- Water taxi guided tours;
- Brickopolis Entertainment;
- Walkways along the canal; and
- Outdoor seating areas.



Wanda Jackson Way

California Avenue

California Avenue is a scenic pedestrian walkway along the Bricktown canal. The walkway connects parking facilities, a streetcar stop on Sheridan Avenue, and the entrance on the northwest corner of the ballpark. The walkway features restaurants with outdoor seating, landscaped sidewalks, pedestrian bridges across the canal, and access to Wanda Jackson Way.



Restaurants along California Avenue

Summary

- The Chickasaw Bricktown Ballpark, and other MAPS projects, initiated the investment in the area by private developers.
- The ballpark hosts baseball games and other events that attract hundreds of thousands of visitors to the Downtown area.
- Interconnected and diverse transportation options create an accessible and inviting experience for visitors arriving at the ballpark area and navigating around the ballpark area and surrounding neighborhood.
- Pedestrian friendly areas provide connectivity between the ballpark and parking facilities and help integrate entertainment and other visitor amenities.

Technical Committee Success Measures

- Transit Connection-
  - OKC Streetcar Stop directly next to stadium
- Surrounding Land Use
  - Mixed Use; Multifamily Residential; Other Entertainment
- Similar Challenges
  - Non-gameday activation

- Growing gentrification concerns
- Maintaining momentum of new ballpark and proactively enhancing gameday experience

Key Takeaways

- *Look to create additional drivers beyond the ballpark*. While a ballpark can help define an area and be the primary attractor, other community serving destinations can help create a more year-round destination and help to activate the area on non-gamedays
- *Make multimodal connectivity safe and efficient, on game days and non-gamedays.* While most still may drive to the game, providing safe and convenient options for people to walk, bike, and take transit can benefit both gameday traffic operations, but also benefit the neighborhood on non-gamedays.
- *Adaptative Reuse of existing infrastructure*. Thinking creatively about existing infrastructure can help add to an area's sense of place by adding an element of originality to an area. Projects can include the reuse of existing ROW or other urban utility infrastructure.

El Paso – Southwest University Park

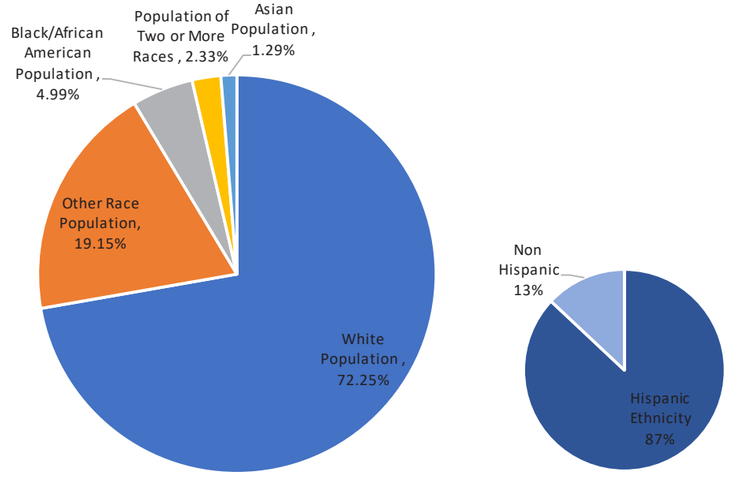
Ball Park Facts



Location: El Paso, Texas
City Population: 682,669
Stadium Capacity: 9,500
Opening Date: April 2014
Construction Cost: $72 million
Funding Source: General fund subsidies from the City of El Paso through hotel and sales tax, rent and parking revenues.
Events: El Paso Chihuahuas Minor League games, soccer games, music festivals, food festivals, marathons, and concerts.

Surrounding Area Facts (1-Mile Radius)

2020 Population: 14,994
Population Growth (2010 to 2020): +11%
2020 Median Income: $16,713
2020 Occupied Housing Units: 84% Rented/16% Owned
Population Race & Ethnicity:



Opened on the edge of the Downtown area, El Paso's ballpark case study highlights successes in integrating and celebrating the community's culture through public art and activated public spaces. The ballpark is also on a challenging site, segregated from the surrounding neighborhoods by a freeway and

heavy rail lines, causing the City and its partners to think creatively how they enhance the gameday experience of getting to the stadium, while also improving neighborhood mobility.

Neighborhood Revitalization

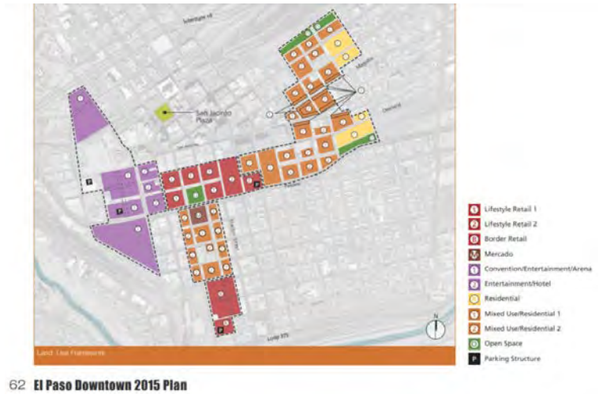
Southwest University Park emerged from the desire to revitalize the Downtown area of El Paso. In 2006, the City of El Paso published *El Paso Downtown 2015 Plan* which introduced strategic planning efforts in redeveloping Downtown. The plan identified a Downtown arena as a catalyst for spurring investment in entertainment and hotels in the district and investment in amenities for local neighborhoods. The Downtown neighborhood would be accessible by expanded existing transportation networks, including transit options and connected, accessible pedestrian facilities.

Ballpark as a Catalyst for Development

In the City's Comprehensive Plan, *Plan El Paso (2012)*, the City laid the foundations for the Downtown 2015 Plan and provides regulations and policies to guide the growth of the City. This included an evaluation of El Paso's outdated City Hall site to determine best use of the land to help the City achieve its Downtown goals. Part of the results from the evaluation spurred discussions about constructing a stadium on the site. In 2012, the plan was adopted, and the City built the Southwest University Park Baseball Stadium. The ballpark integrates into the Downtown area's historical character and reflects the history and culture of El Paso through commissioned public artwork.

The City of El Paso identified the buildout of a stadium as a catalyst for economic development in the Downtown area. Since the opening of the ballpark, millions of dollars' worth of private development has been constructed, including new hotels, apartment buildings, and renovations of historic buildings. While investment in the stadium has helped spark development, Plan El Paso also identifies a set of policies and initiatives to continue to help with the Downtown revitalization efforts. These include:

- Evaluating rezoning for future land use plans based on a SmartCode to encourage development by private investors;
- Reusing and repurposing Downtown buildings as office, retail, entertainment, and residential space; and
- Completing a connected pedestrian network of greens, plazas, comfortable streetscapes, and pedestrian passages connecting Downtown area neighborhoods; and
- Improving the provision of on-street parking, public parking lots and garages, and shared private parking spaces.



Plan El Paso Future Land Use Framework for Downtown

Gameday/Non-Gameday Activation

The Southwestern University Ballpark offers its venue for a variety of events, including:

- El Paso Chihuahua Minor League games;
- Marathons;
- Music festivals;
- El Paso Locomotive FC soccer games;
- High school baseball games;
- Boxing exhibitions;
- Sports expos;
- Job fairs; and
- Graduation ceremonies.

According to *El Paso Downtown Management District's (DMD) Annual Report (2017),* a survey identified that 55% of Downtown El Paso visitors visited the area for "Events". Of those visitors, **38% attended sporting events**.

Las Plazas (Art District)

Southwest University Park is situated within the Las Plazas Art District, which is a hub for arts and community events, including street festivals. Destinations in the arts district include:

- El Paso Museum of Art;
- The Plaza Theater;
- San Jacinto Plaza;
- El Paso Museum of History;
- Convention Center; and
- Abraham Chavez Theater.



San Jacinto Plaza

According to the DMD's Annual Report, 26% of Downtown visitors attend street festivals while 2% attended museum events.

Union Plaza District

South and west of the ballpark is Union Plaza, which is a center for entertainment and nightlife. The plaza is centered around a repurposed industrial building that now houses restaurants and bars in a small area bounded by Durango Street, San Francisco Avenue, Overland Avenue and Anthony Street. Repurposing the historical buildings helps keep the historical character of the area while providing new, attractive uses. Western Street bisects the plaza and provides walkable, shaded paths, and outdoor.

A wide pedestrian walkway painted by a local artist exists along Durango Street and provides connectivity between Union Plaza and direct access to the main entrance of Southwest



Pedestrian Amenities alona Western Street



Pedestrian Walkway along Durango Street

University Park. If development in the area continues, as planned, the district will become a diverse entertainment and dining area activated by ballpark visitors due to ease of access.

Transportation

Downtown El Paso and accessibility to the ballpark is limited, however a few critical strategic connections have been created. While there are gaps in pedestrian connectivity, and minimal bicycle infrastructure, the City has taken steps to improve connectivity such as the creation of the pedestrian walkway along Durango Street bridge. Rather than focusing on every street in the stadium area, resources and investment have been focused on creating a few vibrant and efficient connections. As the Downtown area is expected to grow, the transportation infrastructure and options are planned to expand as well to create a connected area.



El Paso Streetcar

El Paso Streetcar

The ballpark initiated the revitalization of Downtown El Paso and incentivized the expansion of transportation alternatives. While the ballpark itself is located on a segregated site surrounded by a freeway and heavy rail lines, the City has begun making Downtown more accessible. On major investment is the integrated a streetcar transit system, the El Paso Streetcar, which is a 4.8-mile system with 27 stops that connects the City's Downtown and uptown neighborhoods. The streetcar creates a reliable method of travel for the community and visitors to access key destinations in Downtown such as businesses and restaurants, the ballpark stadium, government buildings, and the art districts. **The streetcar experiences the highest ridership on weekends, during baseball games, and for special events in Downtown.**

Summary

- Downtown El Paso is activated by community and sporting events in and around the stadium. It hosts its largest crowds during sporting games at Southwest University Park and during events in the arts district.
- While the ballpark helped spur initial development and investment in the area, the City has put into place additional policies to help continue revitalization efforts.
- Repurposing and reusing existing historical buildings for a variety of future developments reduces infrastructure costs, enhances existing buildings, and maintains the historical character of an area.
- Expanding transportation alternatives is an important component in creating an accessible Downtown area.

- Strategically focus resources and investments to create efficient connectivity between the ballpark and surrounding Downtown neighborhood.

Technical Committee Success Measures

- Transit Connection
  - El Paso Streetcar Stop ~500' from stadium entrance
- Surrounding Land Use
  - Civic; Office; Commercial; limited residential
- Similar Challenges
  - Lack of Ballpark related redevelopment
  - Challenging connectivity barriers

Key Takeaways

A ballpark is not enough. From an economic development and redevelopment perspective, Southwest University Park confirms what many other Cities have encountered when building a new sports facility. While it can help kick start or accelerate economic development, in of itself is not enough to be the sole driver for an area's revitalization.

Strategic connectivity investments can go a long way. The connectivity of the area surrounding Southwest University Park suffers from a range of transportation barriers such as freight rail tracks and a major freeway. The City has focused on improving a few strategic connections to the ballpark, rather than improving every single street in the areas. The Durango Street overpass and the Missouri Rd Woonerf are two examples of those strategic investments to enhance immediate ballpark connectivity.

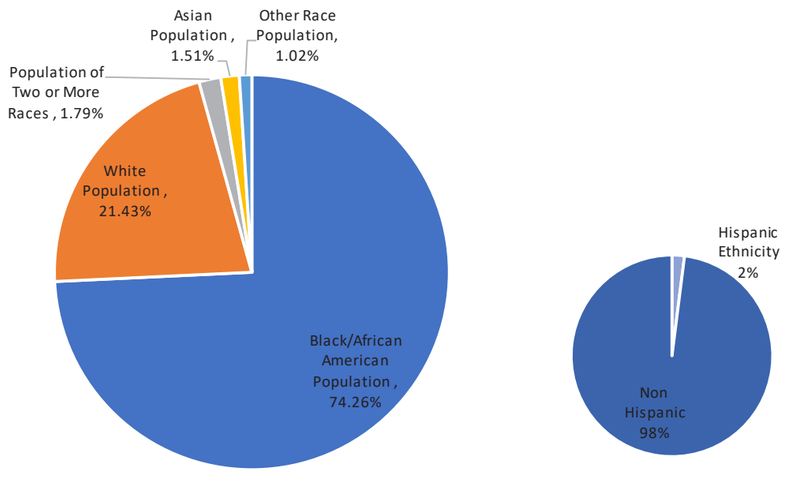
Memphis – AutoZone Park

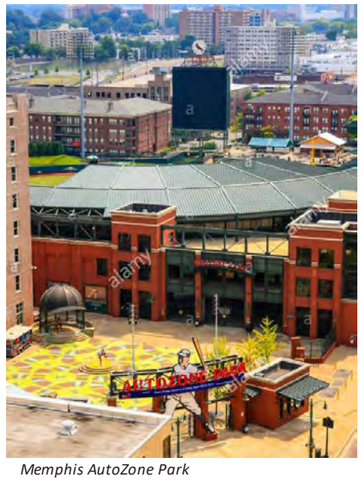
Ball Park Facts

Location: Memphis, Tennessee
City Population: 650,618
Stadium Capacity: 14,320
Opening Date: April 2000
Construction Cost: $80.5 million
Funding Source: The Memphis Redbirds privately financed construction of the ballpark ($46 million) and the renovation of the Moore Building (now called the Toyota Center) next to it through the issuance of $72 million in tax-exempt bonds by the Center City Revenue Finance Corp.
Events: Memphis Redbirds Minor League games, soccer games, races, corporate outings, wedding events, and concerts.

Surrounding Area Facts (1-Mile Radius)

2020 Population: 12,210
Population Growth (2010 to 2020): +1%
2020 Median Income: $25,195
2020 Occupied Housing Units: 89% Rented/11% Owned
Population Race & Ethnicity:




Memphis AutoZone Park

Home of the Memphis Red Birds, the AutoZone ballpark is renowned for its historic design and the efforts to integrate with and enhance the surrounding neighborhood. The ballpark won a Congress for the New Urbanism Charter Award for the way in which the ballpark enhanced the surrounding neighborhood and helped kickstart community revitalization.

AutoZone Parks hosts a variety of events including:

- Memphis Redbirds minor league baseball games;
- USL Memphis 901 FC soccer games;
- Concerts;
- Meetings and corporate outings; and
- Community movie events.

The ballpark was opened in 2000 and was identified as a part of the Memphis/Shelby County *South Central Business Improvement District* Comprehensive Plan to aid in diversifying and revitalizing the Downtown Memphis area. Prior to construction of the ballpark, the area was filled with abandoned buildings and empty lots.

Neighborhood Integration

The completion of the ballpark sparked an urban renaissance in the Downtown Memphis area. The area was developed strategically by establishing a special land use zone known as the "*Sport and Entertainment District*". The special district is governed by zoning regulations that uniquely compliment the area's character. The AutoZone Park now blends historical building with a sports facility to offer a unique entertainment area. Other uses for the entertainment district to complement the ballpark include apartment buildings, an elementary school, a law school, office buildings, and commercial developments. All new developments are integrated into the area to create a livable entertainment district. The Ballpark District was a recipient of an Urban Land Institute (ULI) Award for Excellence in 2002 as Downtown Memphis developed into an enhanced neighborhood.

There is both a residential and visitor community in the ballpark area, and in addition to the sporting events held at the stadium, there are also regular community events, such as free fitness classes at the park, festivals, and live music.

Ballpark Features

The Memphis ballpark was designed with brick and exposed steel truss work to symbolize and integrate into the City's historic area. The area was once a warehouse and distribution center as well as a railroad center for Memphis. The historical, abandoned buildings around the ballpark have been refurbished to provide modern amenities.

Transportation

The Downtown Memphis area features walkable streets, parks and open spaces, a bike sharing program, electric scooters, and trolley service which contribute to creating an engaging and connected neighborhood. The City has been active in providing "first and last mile" transportation options. AutoZone Park can be accessed by:

- Bicycles – bike lanes surround the ballpark and there are there are three bike share stations accessible from its entrance.
- Main Street Trolley Service – wide paved sidewalks connect the trolley stops on Main Street and the ballpark.
- Vehicles – parking for vehicles is provided in proximity to the ballpark, and a network of pedestrian facilities connect parking to the ballpark entrance.



Transportation Options along Main Street

Community Integration

AutoZone Park is home to the Memphis Redbirds franchise, a Minor League Triple-A team. The Memphis Redbirds in the only nonprofit team in minor league baseball. The team has not only invested to revitalize Downtown Memphis but has also invested in the community by giving back to the residents of Memphis. The Memphis Redbirds Baseball Foundation, run by a volunteer board of 20 Memphis citizens, supports a variety of philanthropic activities, including:

- Donating thousands of dollars to inner-City charities;
- Awarding more than $600,000 a year for youth baseball and softball programs in City schools or summer leagues;
- Refurbishing area facilities for youth activities; and
- Providing opportunities for children to attend professional baseball games.

Summary

- A "live, work, play, and shop" neighborhood can be developed strategically around a ballpark by establishing unique zoning districts and regulations to complement the area's character.
- Community events within a ballpark area, such as community movie nights, concerts or festivals can help engage the surrounding community and enhance surrounding neighborhoods.
- Providing walkable streets and "first and last mile" options are important in creating an accessible ballpark and surrounding neighborhood.

Technical Committee Success Measures

- Transit Connection
  - Streetcar stop on Main Street ~1,000' from entrance
- Surrounding Land Use
  - Downtown context; mixed use; office; limited residential
- Similar Challenges
  - Neighborhood revitalization and activation

Key Takeaways

Not a ballpark, a ballpark district. What makes AutoZone Park a standout is that it was not designed simply as a ballpark. The ballpark was conceived as a "Ballpark District" including dense multifamily development, new office buildings, a minor league baseball museum, a public elementary school (important for attracting families with children to downtown), and the adaptive reuse of the upper stories of an old YMCA building to lofts, along with the reuse of other historic buildings.

Ballpark as public space. The entry plaza, diagonally across an intersection from the landmark Peabody Hotel, provides a place for people to enjoy music, food, and amusements before and after baseball games, and it functions as a gathering place at other times. The baseball team, and the city work to activate these spaces on gamedays and non-gamedays alike.

Parking as an activator. Rather than rely on a massive parking structure/lot, fans can find about 6,000 parking spaces within four blocks of the ballpark. The parking strategy works well as people can find less expensive parking further from the ballpark and as they stroll to and from the game they help to animate the streets.

Summary

The three case studies highlight different design, policy, and program initiatives that have helped activate, connect, and integrate ballpark areas and the neighborhoods and communities that surround them. The following key takeaways were inferred from the case studies research:

- Strategically interconnecting diverse forms of transportation, including "first and last mile" options, is important in creating an accessible ballpark and surrounding neighborhood for both for game day mobility, and neighborhood connectivity on non-gamedays.
- Establishing connected, accessible, and pedestrian-oriented land uses and facilities creates a vibrant and engaging experience for visitors and residents in the area.
- Holding multiple types of events, including community-driven events within a ballpark area, such as community movie nights, concerts or festivals, can help engage the surrounding community and enhance surrounding neighborhoods.
- Reusing existing buildings and infrastructure can reduce infrastructure costs, enhance an areas sense of place, maintain neighborhood history and character, and integrate ballpark design and uses with a surrounding neighborhood.
- Establishing unique goals, policies, and regulations can help develop a ballpark neighborhood that complements the area's desired character.
- While a ballpark can help spur initial development and investment in an area, development or redevelopment effort will often require additional supportive policies, financing, programs, and initiatives in order to truly maximize the investment in the ballpark itself.

The table below provides a summary of features for each case study that has helped the respective ballpark area activate and integrate with surrounding neighborhood. The table also includes surrounding area facts within a one-mile radius of each stadium. The pie graphs below help visualize the surrounding area population's race and ethnicity.

Summary of Case Studies Ballpark Features

		Case Studies			
		Salt Lake City Ballpark	***Chickasaw Bricktown Ballpark***	***Southwest University Park***	***AutoZone Park***
Location		*Salt Lake City, UT*	*Oklahoma City, OK*	*El Paso, TX*	*Memphis, TN*
Opening Date		-	*April 1998*	*April 2014*	*April 2000*
Stadium Capacity		-	*13,066*	*9,500*	*14,320*
Surrounding Area (1 mi) Facts	Population (2020)	*15,587*	*4,532*	*14,994*	*12,210*
	Population Growth (2010 to 2020)	*+15%*	*+60%*	*+11%*	*+1%*
	Median Household Income (2020)	*$43,166*	*$56,927*	*$16,713*	*$25,195*
	Occupied Housing Units (2020)	*64% Rented/36% Owned*	*90% Rented/10% Owned*	*84% Rented/16% Owned*	*89% Rented/11% Owned*
Ballpark Area Features	Identified in an area plan or Comprehensive Plan		*x*	*x*	*x*
	Pedestrian-only infrastructure		*x*	*X*	
	Multimodal Connectivity (bike share, bike lanes, shared mobility)		*x*		*x*
	Accessible by high quality transit		*x*	*x*	*x*
	Parks/green spaces within the area		*x*	*x*	*x*
	Diverse surrounding land uses		*x*	*x*	*x*
	Adaptive reuse of existing buildings		*X*		*x*
	Special zoning regulations for the area		*x*	*x*	*x*
	Ballpark hosts other events (sporting and non-sporting)		*x*	*x*	*x*
	Supports community events within the ballpark area		*x*	*x*	*x*

BALLPARK
STATION AREA PLAN

APPENDIX E
COMMUNITY ENGAGEMENT MATERIALS

Ballpark Neighborhood Station Area Plan
Community Event #1
March 20, 2021
10:00 AM - NOON
A G E N D A

Time	Description	Responsible
10:00 – 10:05	Welcome & Introduction of team	Susan Lundmark Christine Richman
10:05 – 10:10	Meeting norms & expectations	Annaka Egan
10:10 – 10:20	Introduction to Process and Review and Input: - Roles & responsibilities - Public Engagement Schedule - Tools - Study Area - Getting to know you poll - Key ideas and terms for the vision for the Future of the Ballpark area (Review key statements/terms from prior documents) - Emerging Key Public Actions - Emerging Key Private Actions	Christine Richman

10:20 – 10:50	Breakout Session #1
	- Growth & Economic Development
	  o Opportunities
	  o Big Ideas for Growth & Economic Development
	- The Ballpark
	  o Review of key take-aways from case studies
	  o Big Ideas for the Ballpark
	- The Station, Transportation & Connectivity
	  o Review of barriers/benefits of current infrastructure
	  o Big ideas for the Station, Transportation and Connectivity
		
		Jason Claunch
		
		Steven Chester
		
		Jacob Farnsworth

10:50 – 11:20	Breakout Session #2
	- Growth & Economic Development
	  o Opportunities
	  o Big Ideas for Growth & Economic Development
	- The Ballpark
	  o Review of key take-aways from case studies
	  o Big Ideas for the Ballpark
	- The Station, Transportation & Connectivity
	  o Review of barriers/benefits of current infrastructure
	  o Big ideas for the Station, Transportation and Connectivity
		
		Jason Claunch
		
		Steven Chester
		
		Jacob Farnsworth

11:20 – 11:50	Breakout Session #3
	- Growth & Economic Development
	  o Opportunities
	  o Big Ideas for Growth & Economic Development
	- The Ballpark
	  o Review of key take-aways from case studies
	  o Big Ideas for the Ballpark
	- The Station, Transportation & Connectivity
	  o Review of barriers/benefits of current infrastructure
	  o Big ideas for the Station, Transportation and Connectivity
		
		Jason Claunch
		
		Steven Chester
		
		Jacob Farnsworth

11:50 - Noon	Polling - Key ideas and terms for the vision for the Future of the Ballpark area (Review key statements/terms from prior documents) - Emerging Key Public Actions - Emerging Key Private Actions	Christine Richman
Noon	Adjourn	







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Ballpark Station Area Plan
Steering Committee Meeting #1
February 11, 2021
6:00 – 8:00 PM
A G E N D A

#	Time	Description	Responsible
1	6:00 – 6:05	Welcome	Susan Lundmark
2	6:05 – 6:10	Meeting norms & expectations & purpose	All
3	6:10 – 6:35	Introductions & welcome exercise	Christine Richman
4	6:35 – 6:45	Why have we asked you here tonight? • What is a Station Area Plan • How will it be used? • Role of the Steering Committee • Process & schedule	Susan Lundmark Christine Richman

5	6:45 – 7:10	Community engagement & outreach
		• Phase 1 – Public Engagement launch
		  ○ Logo
		  ○ Website
		  ○ Outreach
		  ○ Survey – Survey review and practice
		• Tutorial on Social Pinpoint
		• Stakeholder & small group interviews
		• Who is missing from the conversation?
		• How can we reach them?
			Christine Richman

6	7:10-7:25	Ballpark Case Study Review	Steven Chester
7	7:25 – 7:55	What we have learned so far • Economic & market analysis • Transportation & connectivity	 Jason Claunch Jake Farnsworth
8	7:55 – 8:00	Next Steps	Christine Richman
9	8:00	Adjourn	

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Ballpark Station Area Plan
Steering Committee Meeting #2
March 11, 2021
6:00 – 8:00 PM
A G E N D A

#	Time	Description	Responsible
1	6:00 – 6:05	Welcome	Susan Lundmark
2	6:05 – 6:10	Meeting norms & expectations & purpose	Annaka Egan
3	6:10 – 6:15	Introduction of new members	Christine Richman
4	6:20 – 6:25	Project update	Christine Richman
5	6:25 – 6:45	Growth & Economic Development • Opportunities • Big Ideas for Growth & Economic Development Discussion	Jason Claunch
6	6:45 – 7:05	The Station, Transportation & Connectivity • Review of barriers/benefits of current infrastructure • Big ideas for the Station, Transportation & Connectivity	Jake Farnsworth
7	7:05 -7:25	The Ballpark • Review key take-aways from case studies • Big ideas for the Ballpark	Steven Chester
8	7:25 – 7:45	Vision & priorities for the future • Guiding principles • Key terms	Christine Richman
9	7:45 – 7:55	Community Event #1 March 20, 2021 planning & materials discussion	Christine Richman
	7:55 – 8:00	Next Steps	Annaka Egan
	8:00	Adjourn	

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Ballpark Station Area Plan
Steering Committee Meeting #3
April 8, 2021
6:00 – 8:00 PM
A G E N D A

#	Time	Description	Responsible
1	6:00 – 6:05	Welcome	Susan Lundmark
2	6:05 – 6:10	Meeting norms & expectations & purpose	Annaka Egan
3	6:10 – 6:20	Project update • Community Event debrief • Preliminary survey results • Stakeholder update	Christine Richman
4	6:20 – 6:45	Discussion and identification of goals & opportunities in area • Growth & economic development • Transportation & connectivity • Ballpark/Station area	All
5	6:45 – 7:00	Review of Urban Footprint baseline scenario & discussion of evaluation measures	Annaka Egan
6	7:00 – 7:30	Break out work sessions to visualize future of Ballpark Neighborhood • Density & growth • Connectivity • Focus areas	All
7	7:30 – 7:55	Full group discussion of future vision of Ballpark Neighborhood	Christine Richman
8	7:55 – 8:00	Next Steps	Annaka Egan
	8:00	Adjourn	

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Ballpark Station Area Plan
Steering Committee Meeting #4
May 13, 2021
6:00 – 8:00 PM
A G E N D A

#	Time	Description	Responsible
1	6:00 – 6:05	Welcome	Susan Lundmark
2	6:10 – 6:15	Project update	Christine Richman
3	6:15 – 6:30	Review and discuss Connectivity Diagram	Jacob Farnsworth
4	6:30 – 6:45	Preliminary Future Land Use Map Review and Discussion	Christine Richman
5	6:45 – 715	Review and discuss densities in The Heart of the Ballpark	Annaka Egan
6	7:15 – 7:45	Review and discuss Urban Footprint Scenario Analysis of densities in The Heart of the Ballpark	Annaka Egan
7	7:45 – 7:55	Community Event planning for May 21 & 22	Annaka Egan
8	7:55 – 8:00	Next Steps	Annaka Egan
	8:00	Adjourn	

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Paul Drake, Director Real Estate & TOC Kayla Kinkead, TOC Predevelopment Supervisor

TITLE:

R2024-06-02 - Resolution Adopting the Midvale Center & Fort Union Station Area Plan

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2024-06-02 to adopt the Midvale Center & Fort Union Station Area Plan

BACKGROUND:
In 2022, HB462 legislation mandates all cities with a fixed-guideway public transit station (rail or BRT) to develop and certify a Station Area Plan. Station Area Plans are intended to promote shared objectives of 1) increasing housing availability and affordability, 2) enhancing access to opportunities, 3) promoting sustainable environmental conditions, and 4) increasing transportation choices and connections. Supported by UTA, Station Area Plans are led by municipal staff to ensure a shared vision, that City regulations allow for transit-supportive uses, and key steps are identified for Station Area Plan implementation. The Midvale Center & Fort Union Station Area Plan was formally adopted by Midvale City and certified by the Wasatch Front Regional Council (WFRC) in early 2024.

DISCUSSION:
Midvale City, in coordination with UTA and WFRC, initiated the Midvale Center & Fort Union Station Area Plan to provide focused direction for improvements to urban design, land use, economic development, and walking and biking facilities within a half-mile from the Midvale Center and Midvale Fort Union TRAX stations. Major goals outlined in the Station Area Plan include 1) creating quality housing options, 2) providing variable and viable development, 3) enhancing access to opportunities, 4) improving safety, connections, and access to transit stations, and 5) implementing collaborative and sustainable urban design.

ALTERNATIVES:
Amendments to the Station Area Plan may be recommended to Midvale City. Refinements specific to UTA's property may be addressed in future UTA Master Development Plans or Agreements. Any changes to the SAP will require City approval. Without Board of Trustees adoption, UTA may not pursue development of its properties within the Midvale Center & Fort Union station areas.

FISCAL IMPACT:
There is no fiscal impact to UTA. The proposed Midvale Center & Fort Union Station Area Plan will better position UTA and Midvale City to coordinate redevelopment of the station area. This aligned coordination will promote future transit oriented development in an efficient and fiscally responsible manner.

ATTACHMENTS:
Resolution R2024-06-02, including the following exhibit:

- Midvale Center & Fort Union Station Area Plan

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE MIDVALE CENTER & FORT UNION STATION AREA PLAN

R2024-06-02 June 12, 2024

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

WHEREAS, the Authority's Board of Trustees (the "Board") has adopted Board of Trustees Policy 5.1 – Transit-Oriented Development (the "Policy"); and

WHEREAS, the Policy requires the Authority to establish Station Area Plans in collaboration with applicable municipalities; and

WHEREAS, a Station Area Plan was completed for Midvale Center and Fort Union Station, in Midvale Utah ("Station Area Plan"); and

WHEREAS, on May 22, 2024, the Local Advisory Council reviewed and approved for recommendation to the Board the Station Area Plan; and

WHEREAS, the Board finds it is in the best interest of the Authority and the applicable municipalities to adopt the Station Area Plan for Midvale Center and Fort Union Station.

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

1. That the Station Area Plan is hereby adopted for Midvale Center and Fort Union Station, attached as Exhibit A.

Approved and adopted on this June 12, 2024.

_____
Carlton Christensen, Chair
Board of Trustees

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ATTEST:

_____
Secretary to the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...
_____
Legal Counsel

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Exhibit A

Midvale Center and Fort Union Station Area Plan

Midvale Center & Fort Union TRAX

Station Areas Plan

November 2023



ACKNOWLEDGMENTS

THE FOLLOWING CONTRIBUTED TO THE MIDVALE STATION AREAS PLAN:

MIDVALE

Steering Committee

Wendelin Knobloch, Midvale Planning Director
Adam Olsen, Midvale Community Development Director
Nate Rockwood, Midvale Assistant City Manager
Elizabeth Arnold, Midvale Senior Planner
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Meggie Troili, RDA Project Manager
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Kayla Kinkead, TOC Project Specialist II

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EXECUTIVE SUMMARY

This Station Areas Plan is intended to provide focused direction for improvements to urban design, land use, economic development, and walking and biking facilities within a half-mile from the Midvale Center and Fort Union TRAX stations. The plan builds on Midvale City's 2016 General Plan and other local and regional plans, providing recommended improvements to address needs specific to each station area.

In accordance with House Bill 462 (10-9a-403.1), the Station Area Plan must address how it seeks to promote each of the following objectives:

- Increasing transportation choices and connections;
- Increasing the availability and affordability of housing, including moderate income housing;
- Promoting sustainable environmental conditions;
- Enhancing access to opportunities.

Guiding Documents

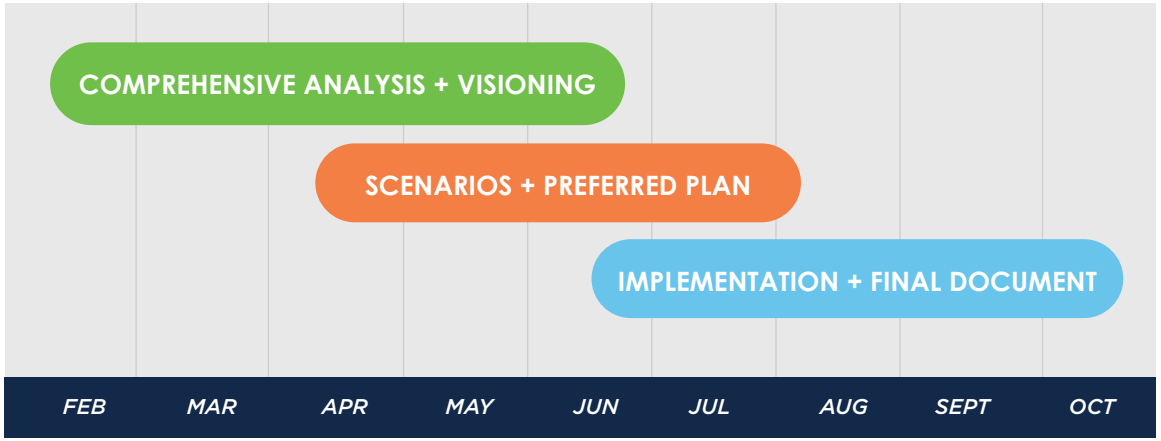
Several regional and local planning documents help inform the understanding of the project areas and what recommendations complement existing planning efforts. These plans were reviewed to better understand the transportation, land use, and market context of Midvale City. Some notable plans were the 2016 Midvale General Plan, 2019 Midvale City Housing Plan, 2022 Midvale State Street Corridor Study, and the 2014 UTA TOD Design Guidelines among others.

Community Engagement

Several activities for engagement were hosted to get feedback and insight from a variety of stakeholders. These events help participants learn about the plan process and provided a space to discuss any challenges, barriers, or opportunities they see at the Station Areas. These engagement efforts included:

- Online survey
- Stakeholders Workshop
- Community Workshop
- Open House
- Bi-monthly discussions with the Midvale City Council

PROJECT TIMELINE



Guiding Principles and Vision
These project guiding principles have been developed from the House Bill 462 (10-9a-403.1) objectives, other guiding documents goals, and the feedback expressed from the community, stakeholders, Steering Committee, and City Council. Visions are further defined in the document for each Station Area to address specific needs and aspirations unique to the surrounding community, which then inform the recommended strategies for implementation.



CONNECTED AND SAFE



ACCESS TO OPPORTUNITIES



VARIED & VIABLE DEVELOPMENT



QUALITY HOUSING OPTIONS



COLLABORATIVE & SUSTAINABLE DESIGN

Existing Conditions
The Existing Conditions chapter examines the current context of the built environment. Strengths, challenges, and opportunities are outlined within the existing land use, transportation connections, and market situation. Assessments in the chapter are categorized into three specific areas: Urban Form and Land Use, Transportation and Demographics, and Housing Needs and Market Assessment.

Preferred Plan
This chapter explores redevelopment scenarios and a preferred vision and plan. Desired future conditions and recommendations for walking and biking connections, land use, public spaces, and placemaking are shown for both the Midvale Fort Union And Center TRAX Stations.

FORT UNION STATION VISION

The Fort Union Station Area is a gateway which presents an opportunity to live in a walkable neighborhood in Midvale, with ample opportunities to also work and play. It welcomes residents and visitors to explore Midvale's diverse cultures and key destinations.

Implementation
The Implementation chapter will focus on the recommended strategies and phases for achieving the Station Areas vision(s). The recommendations have been organized into projects, programs, policies, and plans for transportation, land use, regulatory framework, and urban design. The strategies are organized into potential phases, rough order of magnitude (ROM) costs, and range of impact.

- 5-Year Implementation Plan
- Zoning and Regulation
- Public Infrastructure/ Improvements
- Moderate Income Housing Strategies
- Funding Strategies

CENTER STATION VISION

As the vital crossroads of regional transportation access, which lies in the heart of Midvale, the Center Station Area is a key intersection with infrastructure to support activities and events which evoke a strong sense of place and pride for the diversity, vitality, and opportunity in Midvale.

PREFERRED PLAN

Fort Union Station Recommendations

Increased mid-block connections and potential enhanced walking/ biking facilities

Denser mixed-use residential development oriented to transit and along 7200 South and potentially Cottonwood Street with low rise row style development transitioning to single-family residential

Key Elements:
Grocery store, linear green spaces, walkways, public plazas, street trees, etc.

USES
- Residential
- Mixed-Use
- Commercial
- Civic
- Green Space



Fort Union Station Proposed Plan Concept

PREFERRED PLAN

Midvale Center Station Recommendations

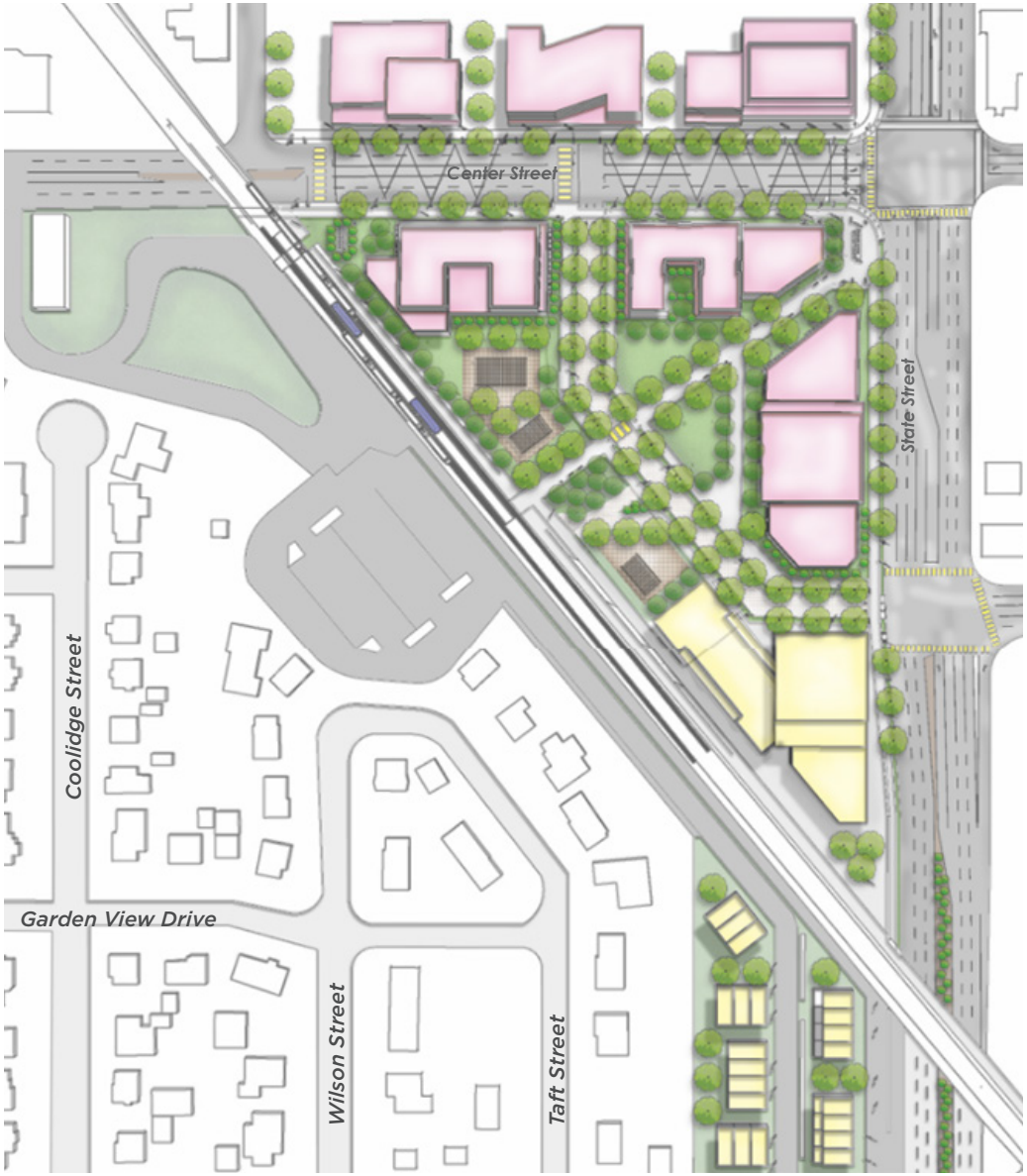
Mid-block access to TRAX station, enhanced crossings, and streetscape improvements

Denser mixed-use residential near the station and along major corridors with row style residential to transition to single family residential to the south

Key Elements:
Central green space, engaging walkways, flexible placemaking and gateway signage along Center Street

USES

- Residential
- Mixed-Use
- Green Space



Midvale Center Station Proposed Plan Concept

01
Introduction




STOP
ON
RED

01 INTRODUCTION

The Midvale Station Areas Plan builds on previous planning documents and aims to create a shared vision for the Station Areas. The plan supports goals and requirements from House Bill 462 (10-9a-403.1),Wasatch Choice Vision, and Midvale's General Plan to ensure quality places, transportation connections, and housing options near light-rail transit stations. As part of the Existing Conditions chapter, a comprehensive analysis of the sites explores the transportation systems, urban form, market, and regulatory framework has been provided which defines the areas. The Station Areas Plan also includes necessary goals and recommended strategies to gain implementation.

The chapters are organized by:

- Introduction
- Existing Conditions
- Preferred Plan
- Implementation Plan

An appendix follows the plan and provides a glossary, recommended transportation demand management strategies and funding sources, and a summary of the public online survey.



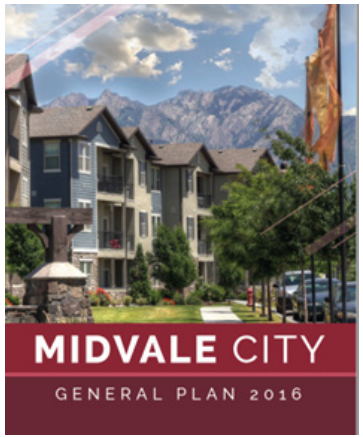
Figure 1.1 Station Areas Plan Project Boundary

PREVIOUS PLANS AND STUDIES

Previous documents and plans were reviewed to better understand the transportation, land use, and market context of Midvale City, the stations areas, and how the Midvale City Station Areas Plan can best complement the work done to date.

2016 Midvale City General Plan
The Midvale City General Plan was prepared and adopted in 2016 to help direct future planning decisions. This plan included mobility challenges and barriers in Midvale. The challenges around stations areas are: 1) highways and trains networks are barriers to east-west mobility; 2) State Street and 7200 South are the biggest challenges to nonmotorized users, especially when crossing these roads; and 3) piecemeal and ad-hoc development in some areas of the City has also led to gaps in the sidewalk network.

In addition to challenges and barriers, this plan covered important transportation recommendations close to the Midvale Fort Union and Midvale Center Stations.

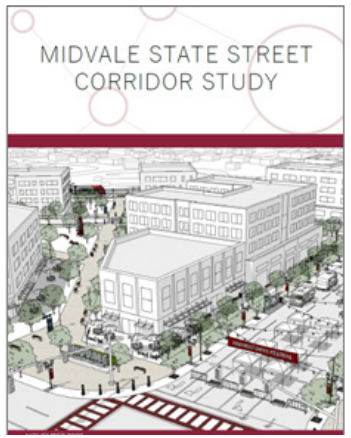


Some of the recommendations included the following:

- A trail along the mainline TRAX corridor
- Additional trails along the branch TRAX corridors, the Jordan River, and Salt Lake City Canal
- Enhancement of the pedestrian accessibility to Midvale's two TRAX stations by establishing thorough connections on the streets leading to them

2022 Midvale State Street Corridor Study
The Midvale State Street Corridor Study was adopted in 2022 to plan for future development and mobility improvements that are desired by the community and are economically feasible. Recommendations included:

- State Street and 7800 South intersection improvements; add additional/improved crossing, remove and shift right-turn lane
- Midvale Fort Union station connection, a multiuse path on 7300 South
- Streetscape enhancements on Center Street
- State Street connection to the Midvale Center station
- A variety of placemaking and urban design strategies



2018 Midvale Main Street Small Area Plan
The Midvale Main Street Small Area Plan was developed in 2018 and included goals that relate to attracting new investment along Main Street, supporting existing businesses, strengthening residential areas, improving connections between areas, and supporting a stronger sense of community identity. With the future development of Main Street, the nonmotorized demand on connector roads like 7200 South and Center Street will increase and may require safer and more comfortable facilities. Transportation recommendations from that study are:

- Solidify walking and biking transportation connections to the nearby TRAX stations and Jordan River Parkway.
- Because connectivity issues are largely due to the surrounding infrastructure that encloses the neighborhood, provide options for better connections both internally and externally to address pedestrian and bicycle network gaps.



2021 Midvale Active Transportation Plan
This plan was developed in 2022 and identifies goals that make pedestrians and bicyclists a central priority, identifying possible networks, connections, access, and safe routes, all of which support more livable and healthy communities and mitigate traffic. Transportation recommendations that touch the station areas are:

- Project # 142 - Porter Rockwell Trail: Pioneer Avenue to Winchester Street - rail with trail
- Project # 18 - Center Street: Western boundary to Sandra Way - raised cycle track



2017 Salt Lake County Active Transportation Implementation Plan
This plan was adopted in 2017 and identified a high-comfort network throughout Salt Lake County and prioritized specific routes and spot improvements throughout the valley that contribute to safe connections between cities, townships, neighborhoods, schools, commercial centers, and transit. Transportation recommendations that touch the station areas are:

- Multiuse/side path along Center Street, west of State Street
- A neighborhood byway on 7720 South, east of State Street
- Bike lane along 7500 South and 8000 South

2023 Transit-Oriented Communities Guidelines
Urban Design Associates assembled these guidelines in 2023 for use by cities, Metropolitan Planning Organizations, UTA, and private development companies. It assists with the visioning and planning of the station areas. This document includes information on the following:

- Station Accesses: This includes recommendations for connectivity and block size, catchment areas, access to opportunities, transportation demand management, and modal diversity
- Transit-Oriented Development: This includes recommendations for building intensity, land use mix, open space, parking, building orientation, and context

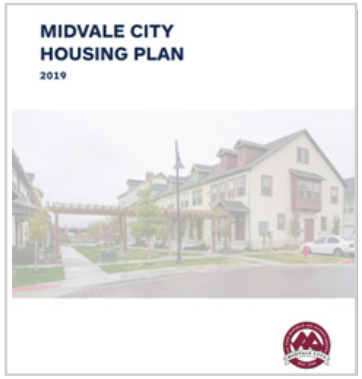
2014 UTA Transit-Oriented Development Design Guidelines
This plan was published in 2014 and had standard and minimum requirements for designing pedestrians, bicycles, transit, and automobiles, including:

- Pedestrian design elements: narrow streets, sidewalks, safe crossings, pedestrian scale lighting, street furniture, wayfinding, etc.
- Bicycle design elements: bike facility types and bike parking
- Automobiles design elements: kiss-and-ride and park-and-ride lots

2019 Midvale City Housing Plan
The Midvale City Housing Plan was adopted in 2019 and identified goals related to population growth and housing. The Comprehensive Economic Development Strategy addresses how cities can create more livable and healthy communities that provide quality transportation, clean air, ample parks and recreation, and a sustainable environment. Recommendations relevant to the station areas are:

- Support the development of "missing middle" housing and housing choices for people at all stages of life
- Focus on strategic locations for mixed-income multi-unit developments
- Revise requirements for open space and setbacks to encourage more efficient land use for new developments
- Adopting by-right development in specific location especially near transit
- Explore opportunities to overcome physical barriers to bicycling
- Explore the potential for additional trails along the branch TRAX corridors
- Enhance pedestrian access to Midvale's TRAX stations





COMMUNITY ENGAGEMENT PROCESS

A number of community engagement efforts have been conducted to gather feedback from various stakeholders in Midvale City. Key stakeholders included residents, nearby businesses, services, developers, transit users, Midvale Planning Commission, Midvale City Council members, Utah Department of Transportation (UDOT), and the Utah Transit Authority (UTA).

Stakeholder and Community Workshops
Two in-person workshops were held in April and informed the Steering Committee about areas of concern and opportunity. Activities allowed participants to map where in the Station Areas they saw assets, weaknesses, and opportunities. Participants were also asked to prioritize different types of improvements to the Station Areas and discuss together what improvements would be most, or least salient, and provide the most impact for the community.

Online Survey and Outreach
The online survey garnered fifty-nine responses with many respondents who lived near the Station Areas, particularly Center Station. Advertising went out through Midvale City's website, social media pages, fliers at the local library, stores, housing complexes, and at the Midvale Mural Festival. A summary of the responses can be found in the Appendix.

Open House
The open house showcased developed concepts and preferred plans. This event provided visual representations of redevelopment scenarios and transit-oriented best practices to see what design elements and amenities resonated with residents and stakeholders.



Figure 1.2 Midvale Station Areas Plan Open House



Figure 1.3 Midvale Station Areas Plan Community Workshop

WHAT WE HEARD

The comments from the online survey and workshops ranged from safety to mobility throughout the site, as well as development they hope to see or not see in the area.

In general, there are concerns with safety at the park-and-ride lots, poor lighting, uncomfortable walking and biking conditions, and lack of amenities at the Station Areas. Inconvenient routes to and from the TRAX Stations, uncomfortable crossing situations, and large areas of underutilized parking were also challenges expressed that impacted the experience of walking or biking in the area. Regarding uses in the Station Areas, there are limited retail spaces, food and grocery services, and civic spaces to enjoy.

Overall there is consistent feedback that both station areas would greatly benefit from better connectivity, transportation safety improvements, transit amenities (i.e. covered platforms, lighting, wayfinding signs), placemaking elements (i.e. public art, plazas, murals, more green space), and improved walking and biking conditions. More quality and affordable housing options and civic spaces were also important components of the station areas, especially at Fort Union Station.



Figure 1.4 Midvale Station Areas Plan Stakeholders Workshop



Figure 1.5 Midvale Station Areas Plan Community Workshop

GUIDING PRINCIPLES

The guiding principles have been developed in response to the objectives from House Bill 462 , goals outlined in the guiding documents, and feedback expressed from the community, stakeholders, Steering Committee, and Midvale City Council. These principles are used to focus conversations, design recommendations, and implementation strategies in a way that would create a collective vision and future condition that is impactful to the communities around the Station Areas and within Midvale City.

CONNECTED AND SAFE	ACCESS TO OPPORTUNITIES	VARIED & VIABLE DEVELOPMENT	QUALITY HOUSING OPTIONS	COLLABORATIVE & SUSTAINABLE DESIGN
				
Station areas are easy to access, connected by all mode choices, prioritizes human scale design, and considers all users.	***Station area planning will enhance the existing neighborhood amenities and seek to increase opportunities to live, work, learn, and recreate in and around station areas.***	***New development near the station areas should provide a mix of services, businesses, housing, or employment opportunities to benefit the community.***	***A variety of affordable housing types are offered within the stations areas, carefully integrated with adjacent neighborhoods, and seek to accommodate diverse needs and incomes.***	***The process for creating the Station Areas Plan is collaborative and works to improve the health, safety, and environmental conditions for Midvale residents.***

GUIDING PRINCIPLES	GOALS
CONNECTED AND SAFE	• Support multiple transportation choices • Improve first- and last- miles connections to transit • Integrate with stations and transit utilization • Improve ridership sense of safety and provide a positive user experience through improvements to visibility and lighting
ACCESS TO OPPORTUNITIES	• Build connected communities with improved connections to housing, destinations, and other services • Link where people live, work, learn, and play through comprehensive signage and wayfinding • Provide opportunities for recreation and open space
VARIED & VIABLE DEVELOPMENT	• Encourage a mix of complementary uses • Create a regulatory environment that supports site-appropriate design and density • Celebrate unique attributes and character within the existing community
QUALITY HOUSING OPTIONS	• Support affordable housing initiatives • Work together with goals for the Moderate Income Housing Plan • Create a variety of housing options to rent and buy
COLLABORATIVE & SUSTAINABLE DESIGN	• Maximize resources and space • Plan for infrastructure that support optimal investment • Improve safety and health of Midvale residents • Engage with diverse stakeholders and residents • Enhance environmental conditions within and around the station areas

02

Existing Conditions





02 EXISTING CONDITIONS

The Existing Conditions chapter works to explore the physical and economic context of the Fort Union and Center Station Areas in Midvale. The assets, weaknesses, and opportunities outlined, guide the design concept and recommendations for each station area in accordance with Utah House Bill 462 (10-9a-403.1). Considering the demographic, geographic, and economic factors, as well as Midvale's overall character and goals, allows the plan to be site-specific and attentive to the needs within and surrounding the station areas. The Existing Conditions chapter seeks to capture a snapshot of the current land use, transportation, and economic situation of the two station areas within the project area. It builds the foundation upon which future phases of work can be explored, upon which *Chapter 03 Preferred Plan* will expand.

The study area looks at approximately a half-mile radius around both the Fort Union Station and Center Station and encompasses existing neighborhoods and key existing commercial areas. As the two station areas are located closely to one another, the half-mile radii overlap each other creating in effect one large station area. This plan will address each station area separately as required, but also consider connectivity options and planning improvements holistically due to this unique condition.



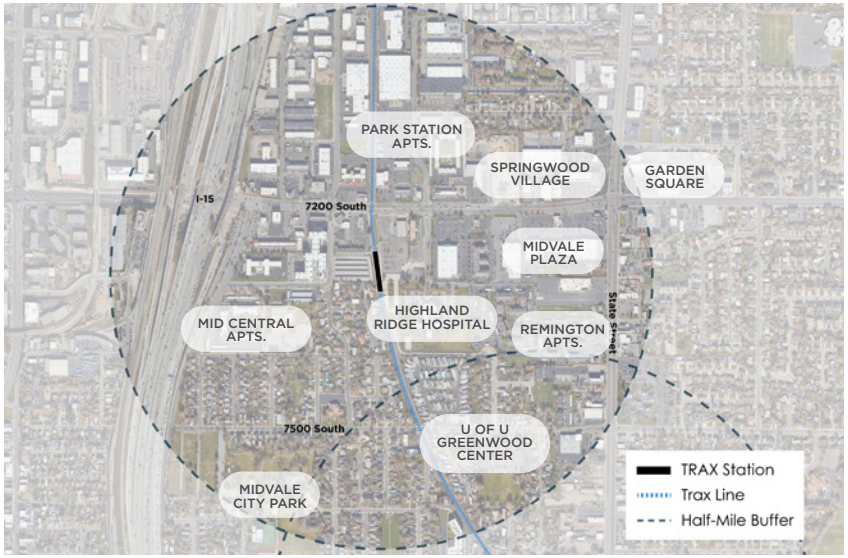
Figure 2.1 Center Station Pedestrian East Entrance

SITE CONTEXT

Fort Union Station

The surrounding area around the Fort Union Station is closely connected to 7200 South, the most prominent west to east connection in this area extending to the west under I-15 where it becomes Jordan River Blvd. While vehicles frequently use 7200 South to access the freeway the high traffic and seven-lane width present a significant barrier for pedestrians and cyclists crossing this street. Other key east to west connections includes 7500 South which overlaps with the half mile radius of the Center Station. A mix of single-family residential streets and cul-de-sacs disrupt any fluid grid-like connections flowing east to west or north to south.

North of 7200 South, street connectivity is constantly interrupted by a mix of large commercial and industrial parcels. This area presents an opportunity to increase housing density in the area by redeveloping these large parcels with multi-family housing options. The key north to south street connection in this area is State Street east of the TRAX line. The most important north to south connection in this area west of the TRAX line is Cottonwood Street. This urban area surrounding Fort Union Station has limited open and green spaces. The large areas of asphalt and concrete are typical of what is frequently seen around Interstate 15. The scale and atmosphere of these spaces accommodate vehicles but are inhospitable to pedestrians and do not encourage multiple modes of transportation.



SOURCE: Google Earth Imagery

Figure 2.2 Fort Union Station Study Area



SOURCE: Google Earth Imagery

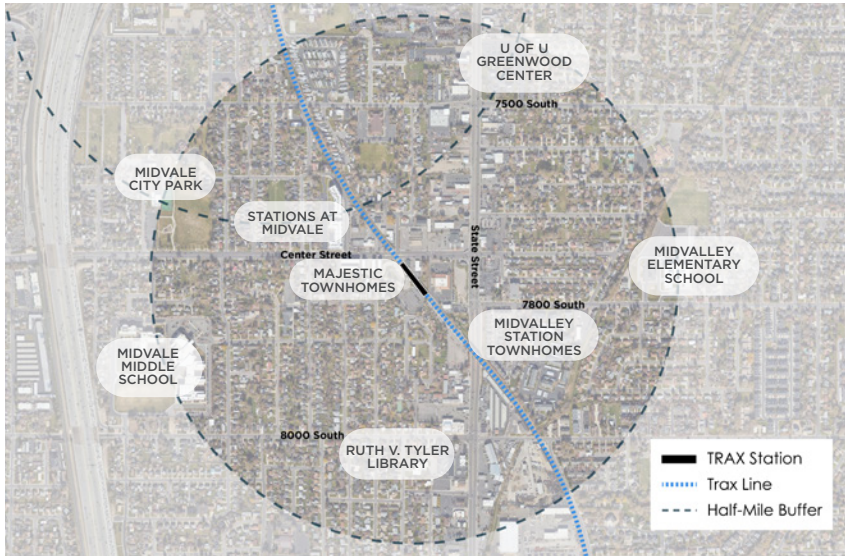
Figure 2.3 Fort Union Station 3D View

SITE CONTEXT

Center Station

Center Station is closer to State Street giving it a stronger nearby north to south connection than those that exist at the Fort Union Station. While lacking the strong vehicular west to east connection of 7200 South, Center Street extends west under I-15 connecting major points in Midvale such as State and Main Streets. Other strong west to east connections include 7500 South and 8000 South. The streets form a more consistent grid than those seen surrounding the Fort Union Station. Smaller single family home parcels form over 55% of the surrounding area.

Center Station belongs less to the I-15 corridor unlike Fort Union Station. Center Station is more closely tied to Midvale downtown. The surrounding businesses and neighborhoods help define a key difference between stations. The decreased presence of larger hardscaped parcels such as those seen at Fort Union Station, and the increased number of landscaped single family homes give this station a distinct feel.



SOURCE: Google Earth Imagery

Figure 2.4 Center Station Study Area



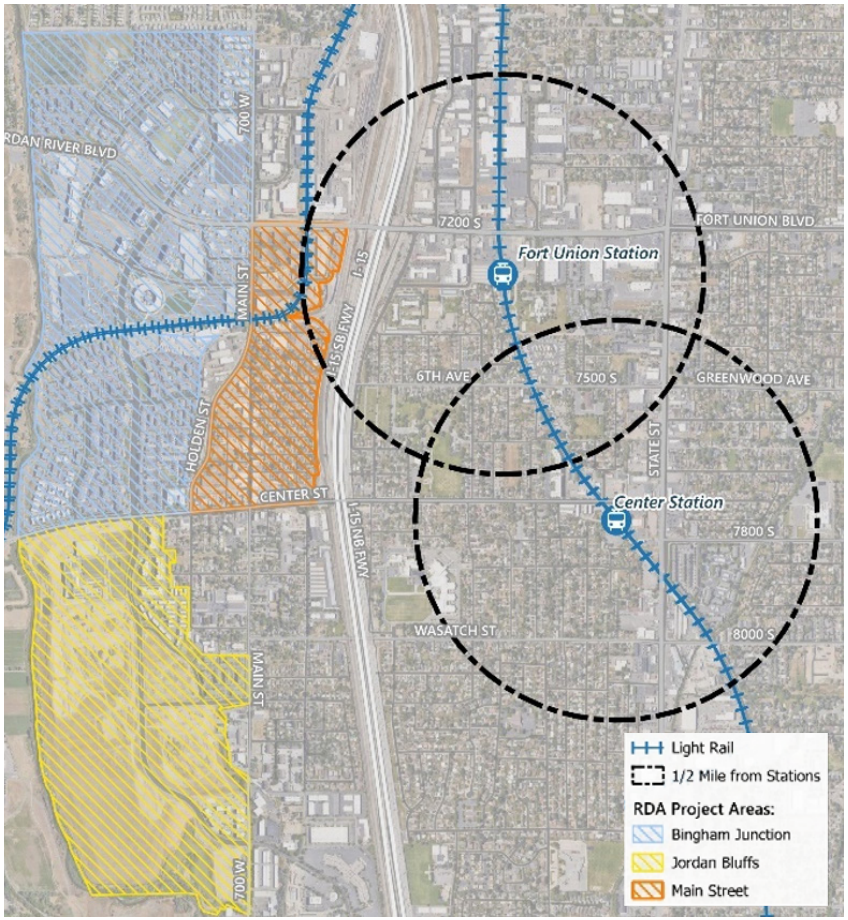
SOURCE: Google Earth Imagery

Figure 2.5 Center Station 3D View

Major intersecting east-west thoroughfares such as 7200 South, 7500 South, and Center Street are within the station areas, as well as State Street as a major north-south connection for vehicular traffic and transit users. Midvale's central location and proximity to key landmarks within the Salt Lake Valley, and significant commercial areas provides additional traffic through the corridors. Additionally, Midvale is well situated to access outdoor recreation opportunities along the Jordan River which runs through the western edge of Midvale City, as well as access to the Wasatch Mountain Range by private car, active transportation, and bus shuttle are also available.

Based upon the findings discovered in analysis of the project area, and information gathered from interactions with the project Steering Committee, City Council, and community engagement events, a series of guiding principles provide direction for future development. These will serve for both station areas, while each will have its own unique vision statement to recognize its context, seeking to depict the future condition that will take place once assets have been leveraged, weaknesses overcome, and opportunities seized, which are outlined in this plan.

The market and housing needs assessment shown later in this chapter aids in understanding the mix of housing, commercial, and public space(s) that will help Midvale support the character of the surrounding residential streets and address concerns of established neighborhoods and long-term residents.



SOURCE: LCG

Figure 2.6 Station Area Context in Relation to RDA Project Areas

STATE & REGIONAL GUIDANCE

Station Area Plans (SAPs) are "intended to promote shared objectives such as housing availability and affordability, access to opportunities, sustainable environmental conditions, and transportation choices and connections." Cities are encouraged to align their SAPs with their Moderate-Income Housing Plans (MIHP), which cities have been required to produce since 2019. While the state legislation behind the SAP requirement (HB462) is not prescriptive regarding density or affordability targets to be met, the Steering Committee understands that the legislature's goal and expectation is that station areas will accommodate more housing at a "Transit-Oriented Development" (TOD) scale.



SOURCE: Google Earth Imagery

Figure 2.7 Majestic Townhomes Near Center Station

Additionally, in their Transit-Oriented Communities (TOC) guidelines, the Utah Transit Authority (UTA) specifies the following principles of TOD. UTA's policies provide guidance for this project but do not impose binding requirements.

- Building Intensity. Activity, generally a result of increased land use density, diversity, and decreased space for parking.
- Land Use Mix. Living, working and shopping in walking distance, with the most diversity near the station.
- Open Space. May include sidewalks, trails, pocket parks, plazas.
- Parking. Recommended to be located away from streets and concealed by other building masses, with ratios not to exceed 1 parking space per residential unit, and/or 3 parking spaces per 1000' square feet of office.
- Building Orientation. Cohesive, human-scale arrangement of streets, buildings, plazas, promenades.
- Context. Consider the environmental and social context of the area; incorporate community engagement events involving stakeholders that the City considers appropriate.

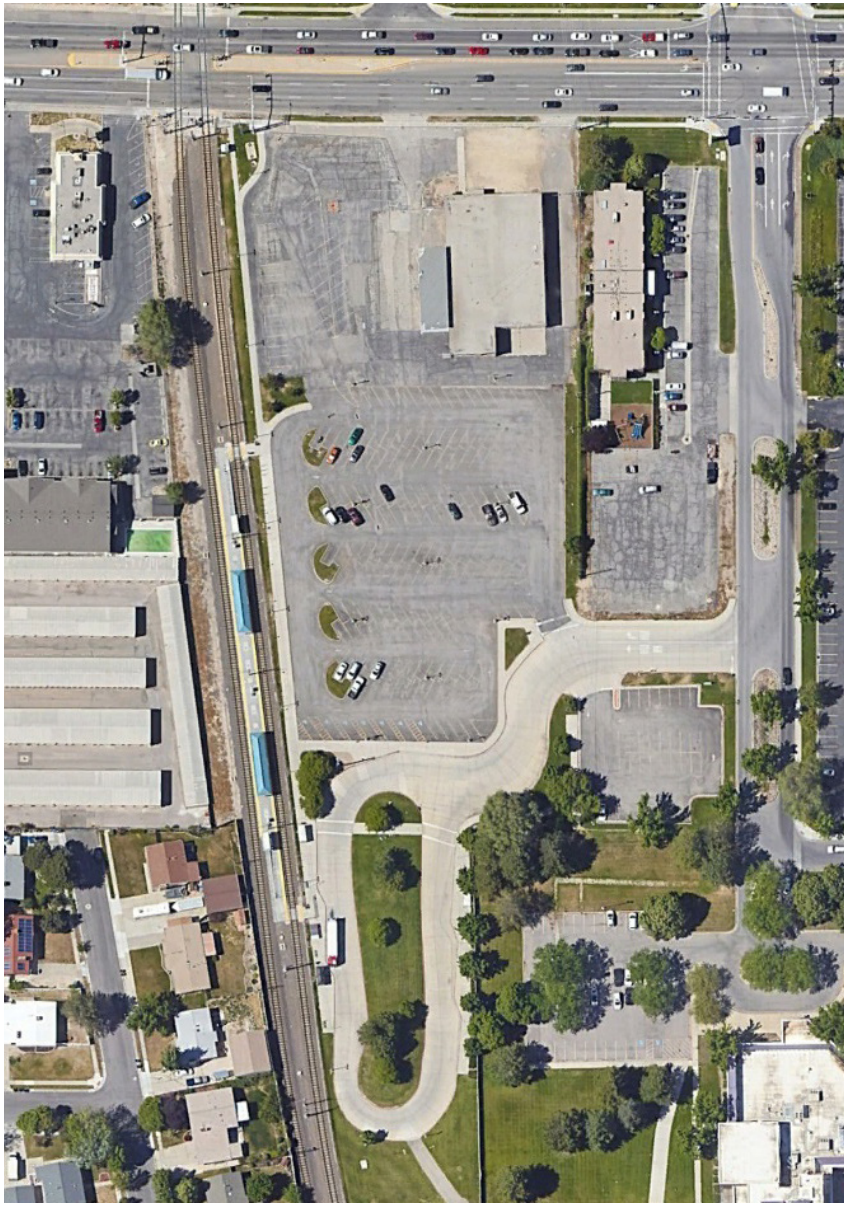
Lastly, in its 2022 Moderate-Income Housing Plan Update, the City identified Housing and Transit Reinvestment Zones (HTRZ) as one of its strategies for producing moderate-income housing. HTRZ is a new development tool to help facilitate housing development near transit stations, using incremental property and sales tax revenues. At least 51% of the HTRZ area must be zoned to allow 50+ units housing per acre.

A. LAND USE AND URBAN FORM

To plan properly for each station area, the planning team must first understand existing performance and future potential. By researching and analyzing the experience for pedestrians today, future potential can be unlocked by identifying potential catalytic sites, with associated uses and amenities which align to the station area vision.

To understand the station area land use context and the resulting urban form, analysis of key indicating factors has been conducted. While land use identifies the quantitative aspects of the study area's characteristics, the urban form analysis takes a metaphorical x-ray image of the community to understand more complex qualitative and experiential aspects of a community. Land use analysis is rather straightforward identifying current uses of land and comparing these with what zoning and the regulatory framework permits to understand current and future potential.

Urban form begins at the block level, identifying block sizes, street grid connectivity, land utilization, building scale and other factors. This identifies the relationship between building masses and empty spaces and the perception of scale as a pedestrian at the street-level. An additional layer is examined to understand the street-level experience by documenting sidewalk width, ground-level activity, streetscape enclosure, comfort, and perception of safety. By understanding the existing condition relative to qualitative aspects of the community, weaknesses can be overcome and assets can be leveraged to create a Station Area Plan that the community would like to see and the market can support.



SOURCE: Google Earth Imagery

Figure 2.8 Midvale Fort Union Station Park-and-Ride

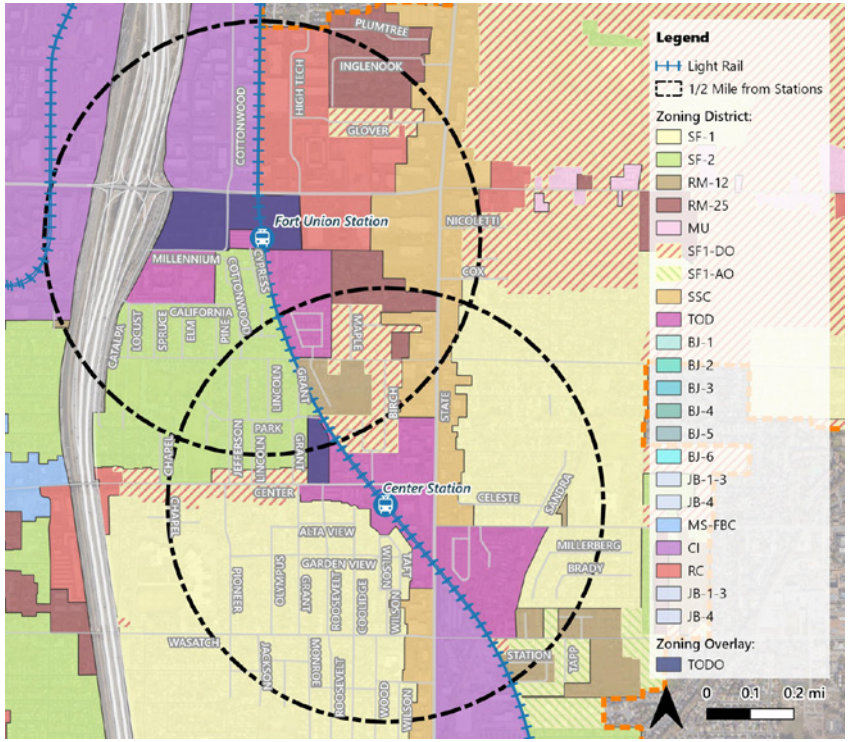
LAND USE AND ZONING

Fort Union Station

Zoning surrounding the Fort Union Station includes a wide array of land uses. North of 7200 South, these larger parcels consist primarily of clean industrial and regional commercial. South of 7200 South, the land use is a mix of single family residential, Transit-Oriented Development, with some varieties of multi-family housing zoning. Commercial zoning is concentrated along 7200 South and State Street. The Transit-Oriented Development overlay and Transit-Oriented Development zone occur along the TRAX line and are focused around the Fort Union Station.

Center Station

Similar to the Fort Union Station, Transit-Oriented Development zone and overlay occur round the Center Station Area and the TRAX line. Land use surrounding the Center Station is less varied than the Fort Union Area. The majority of zoning is single-family housing (over 55% of the station area), including duplex overlay areas. This higher density housing is focused closer to the TRAX Line and Center Street. There is limited commercial land use focused along State Street as well as some clean industrial zoning found adjacent to the TRAX south of the Center Station Area.



SOURCE: LCG

Figure 2.9 Midvale Zoning Map

PARCEL SIZES

Understanding existing parcel sizes is one of the most important aspects to identifying where current uses are likely to remain and where redevelopment may be possible. Smaller parcels under one acre, associated with single-family residential or small commercial sites often remain since they are stable uses and/or difficult for potential redevelopment parties to assemble multiple parcels for creating a larger development, which is required for a redevelopment to make financial sense.

Fort Union Station

The Fort Union Station Area presents a variety of parcel sizes due to its location from Interstate 15 and with 7200 South as a major thoroughfare. Just under half of the Station Area contains parcel sizes over five acres. One-third of the station area is comprised of parcels between one to five acre, showing a strong presence of stable single-family neighborhoods. With favorable zoning, great location, and access, this area has seen recent redevelopment and attributes conducive for redevelopment including size, frontage, shape, and access.

Center Station

Center Station sits at the intersection of State Street and Center Street, a unique geographic center of the community. Over 60% of small parcels is the primary development pattern, with single-family residences and small commercial parcels. These uses are unlikely to change in the near future. However, key parcels of over five acres (13%) exist along State and Center Streets where future redevelopment may be feasible due to market and regulatory conditions.

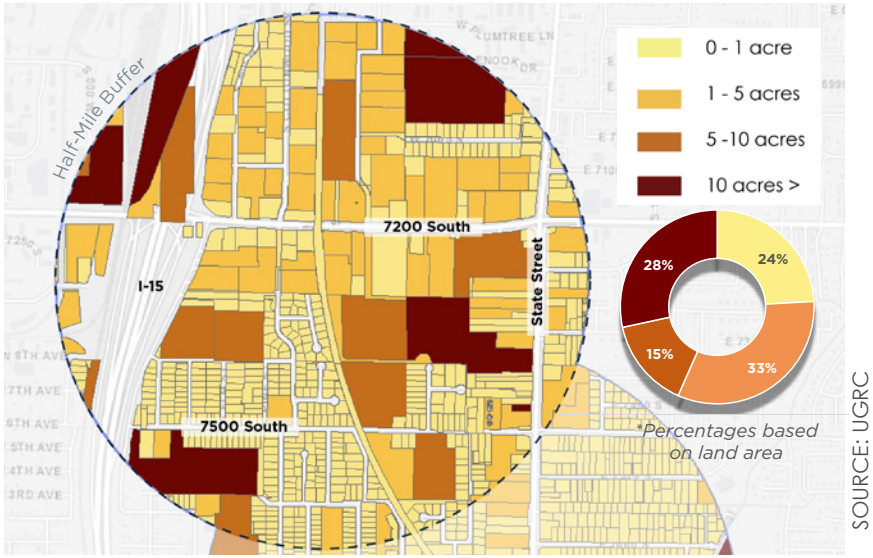


Figure 2.10 Fort Union Station Area Parcel Sizes

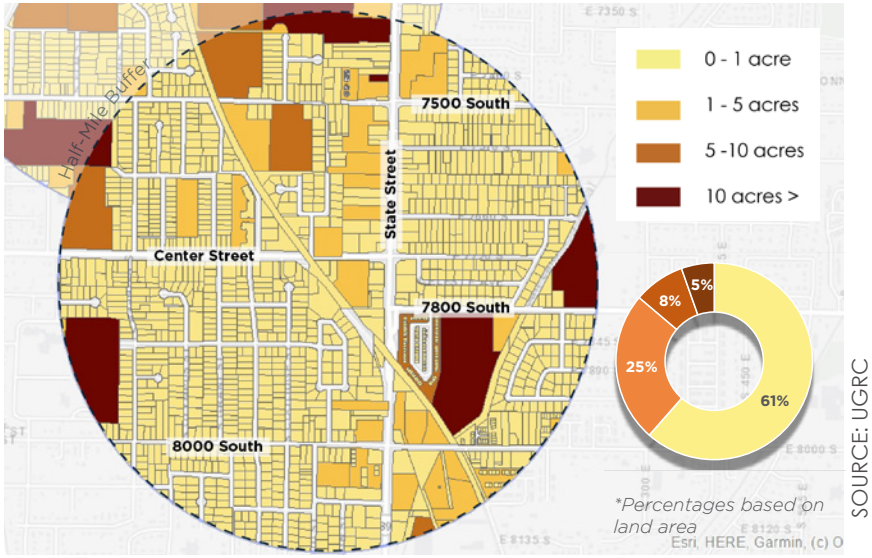


Figure 2.11 Center Station Area Parcel Sizes

BLOCK LENGTHS AND CONNECTIVITY

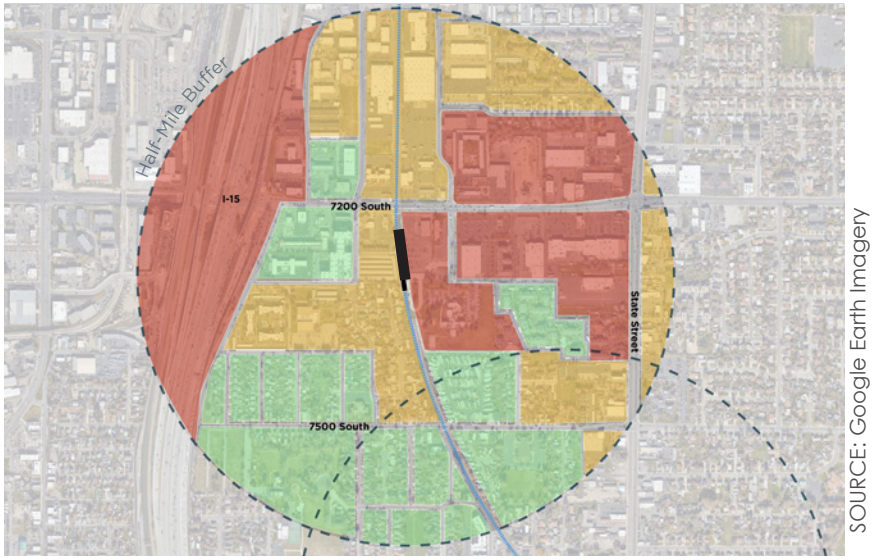
Smaller block sizes and frequent areas to cross can make the walking experience easier to navigate, and frequent sections of the block to turn can enhance the ease and convenience of getting to destinations. The majority of blocks within the station areas are large and difficult to permeate, except near single-family residential neighborhoods within the study area. Generally, comfortable block lengths to walk in the Salt Lake City Metro Area are between 400 and 700 feet and even smaller for other cities.

Fort Union Station
The Fort Union Station Area has mostly moderate to large blocks mainly due to its location between Interstate 15 and lengthy strip malls lining 7200 South east of the TRAX station. There are also clean industrial uses that prevent a more connected street grid.

Center Station
Areas near and along the stations have moderate to large block lengths with little connectivity through the sites. Although, the transit station is an asset for users, getting to and from the station may be challenging with one or two entry points. The single-family residential benefits with a grid pattern making those areas more walkable.

BLOCK LENGTHS

- 400 - 700 ft
- 700 - 100 ft
- 1000 ft or more



SOURCE: Google Earth Imagery

Figure 2.12 Fort Union Station Area Blocks



SOURCE: Google Earth Imagery

Figure 2.13 Center Station Area Blocks

PHOTO INVENTORY

Much of the pedestrian experience can be influenced by physical characteristics along the street, like building setbacks, sidewalks conditions, amenities, tree canopy and landscaping, and more. These visual cues in the streetscape impact the perceived safety, comfort, and interest of people going to and from the station areas. Examples are shown on the following pages.

Building Setbacks
Building setbacks greater that 20 feet can lack a sense of enclosure. Paired with driveways and vast parking lots in front of buildings, these scenarios reduce the human-scale and make interactions with storefronts difficult. Both the Fort Union and Center Station Areas have examples of this especially along high-traffic corridors such as 7200 South, Center Street, and State Street. Most building setbacks along these streets tend to be over 20 feet, sometimes extending beyond 200 feet, with the exception of a few businesses and areas of residence.

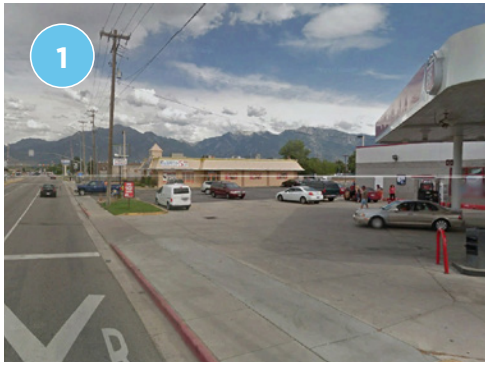
Tree Coverage and Green Space
Trees add shade, feelings of enclosure, visual interest, and overall comfort of the streetscape. Tree canopies that shade over the sidewalks are sparse but more apparent near, residential areas, Midvale City Park, some business frontages within both station areas. There are gaps with shade coverage on the sidewalks, creating some stretches that can be uncomfortable for people walking.
Places with significant tree canopies and green space, like Midvale City Park are valuable amenities to the station areas, helping to reduce the overall heat generated from the urban heat island effect.

Connectivity - Sidewalk Conditions, Wayfinding, & Interest
Sidewalks conditions, widths, gaps, and other impediments on walking paths can make it especially difficult to access the transit stations and other destinations in Midvale. Vacant lots and underutilized structures break up the visual continuity along the street, look unappealing, and can sometimes be barriers to more convenient pathways.

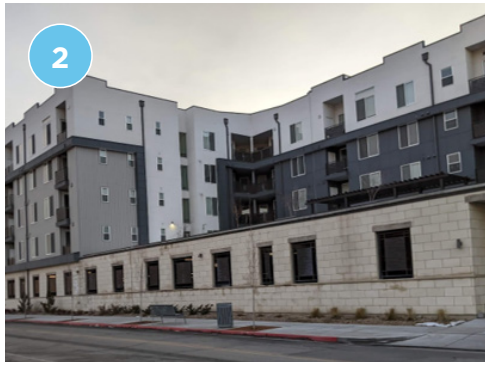
There are some areas of interest that help create a sense of arrival into Midvale City or share aspects of the City's history. Historical landmarks like Traders Rest, also known as Traveler's Rest, near 7200 South and art installments under the TRAX bridge on State Street are some examples. There is one Midvale gateway sign near the Fort Union park-and-ride lot near I-15 but is usually covered by foliage.

Transit Station - Waiting Areas
Transit stations with sufficient shelters, seating, and first- and last-mile amenities can greatly enhance the experience for riders. The Fort Union Station and Center Station Areas have these elements with some form of bike parking/lockers. In addition, the Fort Union Station includes micromobility options, like e-scooters.

Fort Union Station Area



Building setback along 7200 South (Eastbound View towards station)



Moda Apartments near Fort Union Station

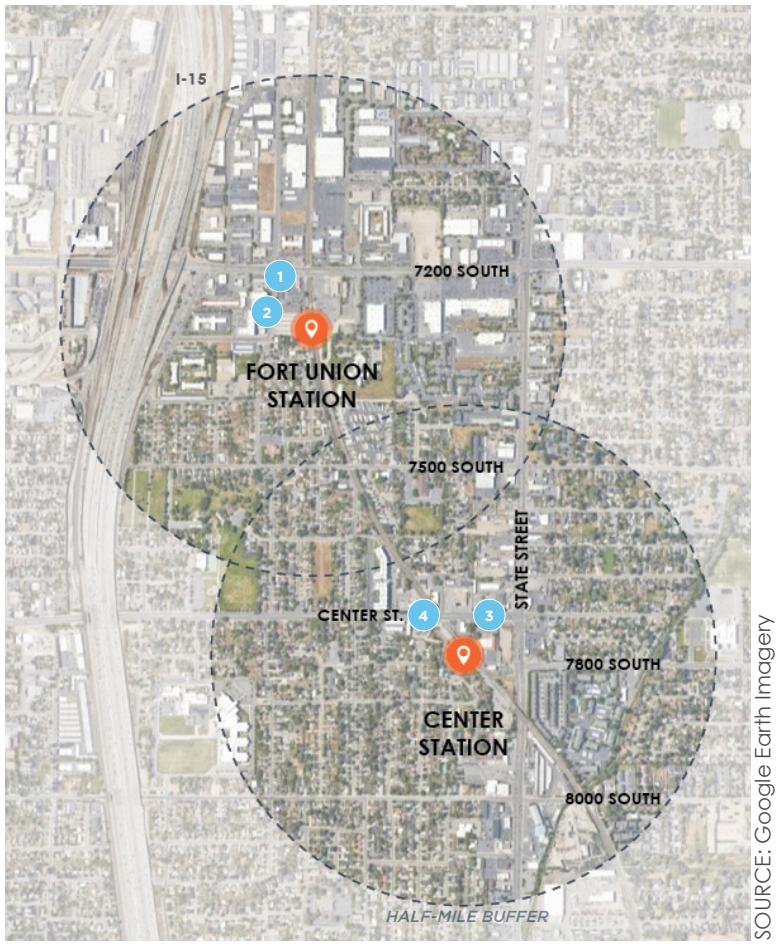
Center Station Area



Setback of the post office near Center Street



The Station and Majestic Townhomes near Center Station



SOURCE: Google Earth Imagery

Figure 2.14 Existing Infrastructure around Fort Union and Center Station

Fort Union Station Area

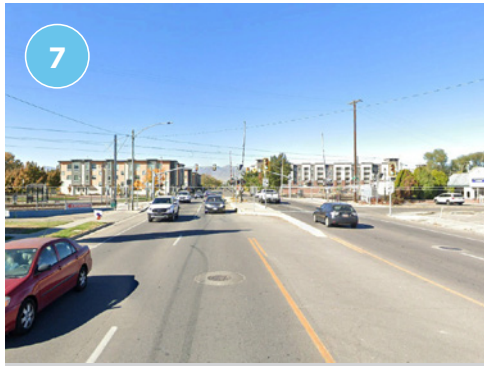


Tree Coverage along 7200 South (westbound view)



Infrastructure gaps approaching towards the station

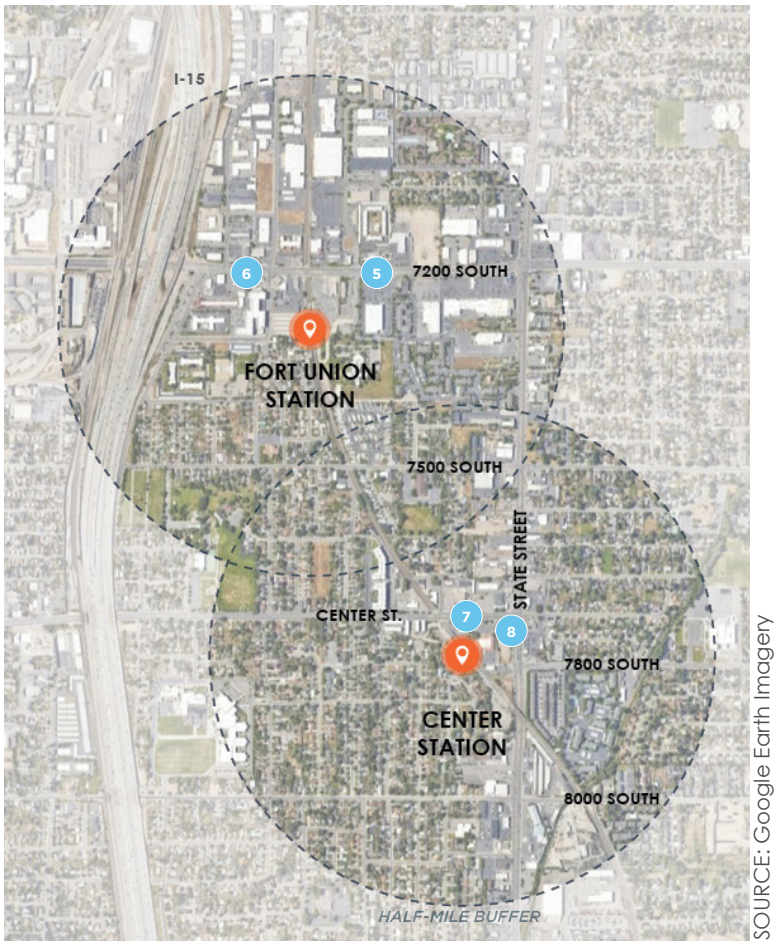
Center Station Area



Sparse Tree Coverage along Center Street (westbound view)



Vacant Lot on Center Street and State Street



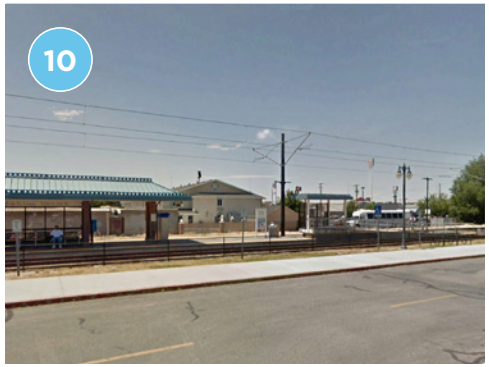
SOURCE: Google Earth Imagery

Figure 2.15 Tree Coverage and Gaps around Fort Union and Center Station

Fort Union Station Area



Midvale City Gateway Sign (near Interstate 15 entry)



Waiting area with some bike parking

Center Station Area



Art installment under TRAX bridge along State Street



Waiting area with micromobility and other first- and last-mile amenities



SOURCE: Google Earth Imagery

Figure 2.16 Waiting Areas and Gateways around Fort Union and Center Station

GATEWAYS

Gateways can be areas that establish a sense of arrival. These are some of the touchpoints for many residents and visitors within Midvale City, whether they are approaching or leaving the station areas. They can be spaces for creative wayfinding and signage and be significant landmarks for the community. Below are places that can become natural gateways but have the potential for improvement and visibility.

Gateway enhancements work best when they are visible by any mode of transportation, especially as pedestrians. Examples of existing placemaking elements within the station areas are the gateway sign at 7200 South and Interstate 15 and the historical art underneath the bridge on State Street.

- **7200 South and Interstate 15 (eastbound entrance)**
- **7200 South and State Street**
- **Center Street and Interstate 15**
- **State Street and Near the 7800 South Crossing**
- **Center Station and Fort Union Station**

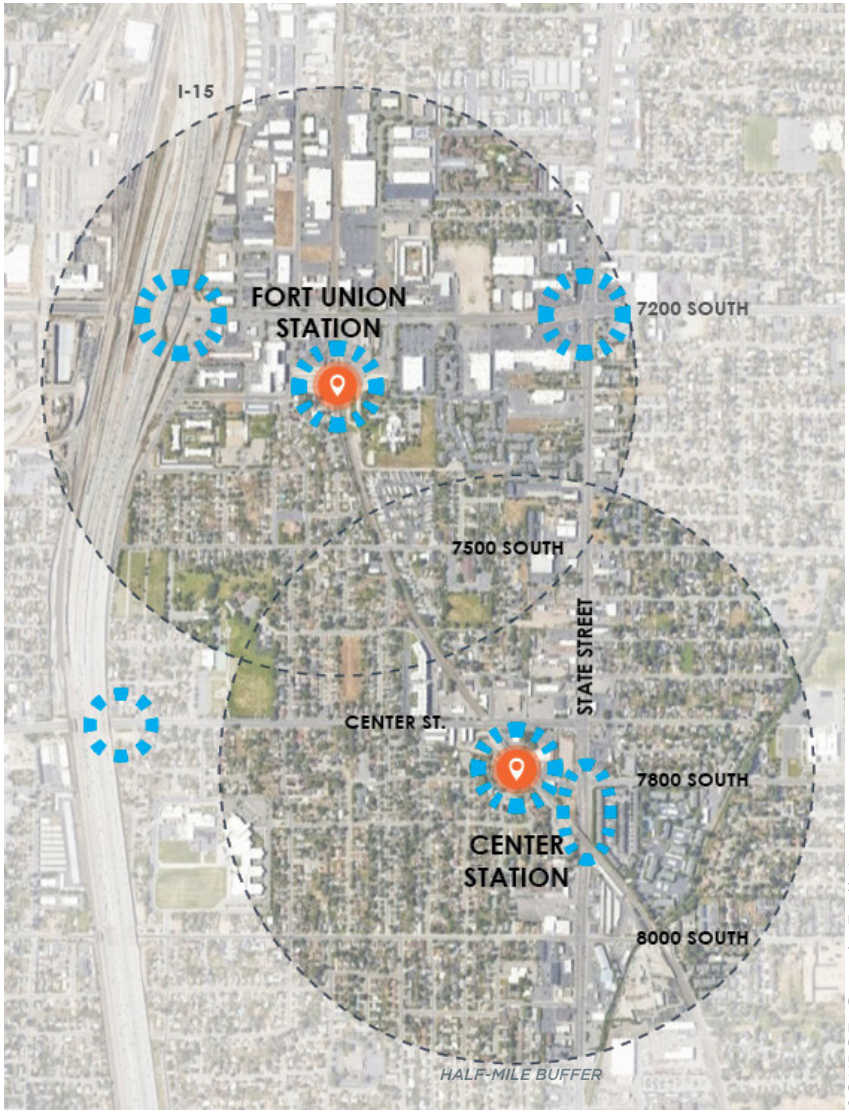


Figure 2.17 Station Areas Plan Project Boundary and Gateways

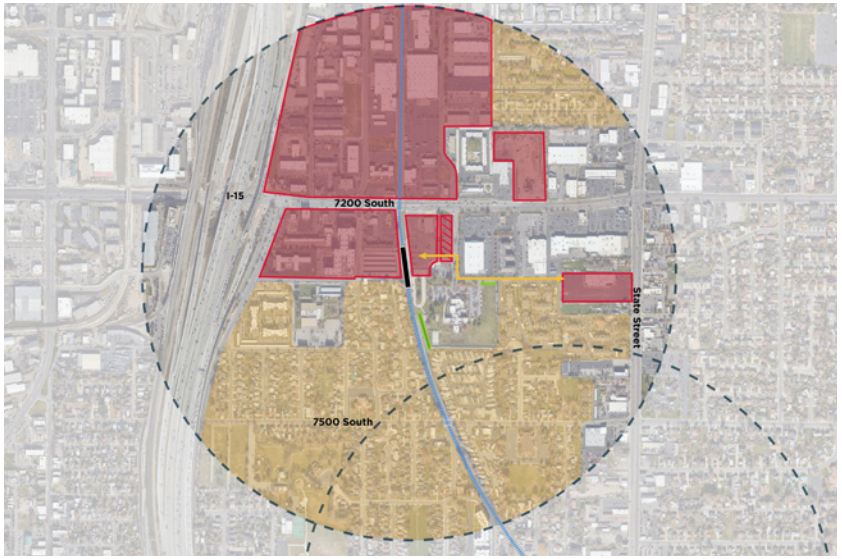
AREAS OF ANTICIPATED CHANGE

Based on the existing conditions for land use and urban form and discussions with Midvale City staff, there are a few area outlined for anticipated change at each station area. These locations can be potential places for redevelopment or can explore additional ways to enhance the pedestrian realm.

Fort Union Station:
Key areas are along 7200 South and there is already one parcel that is underway for the Lotus Apartments, shown in the hatched box near the station park-and-ride. Some significant connectors to the station are possible routes through the State-owned parcel on State Street and south of the bus loop near the single-family residential neighborhoods.

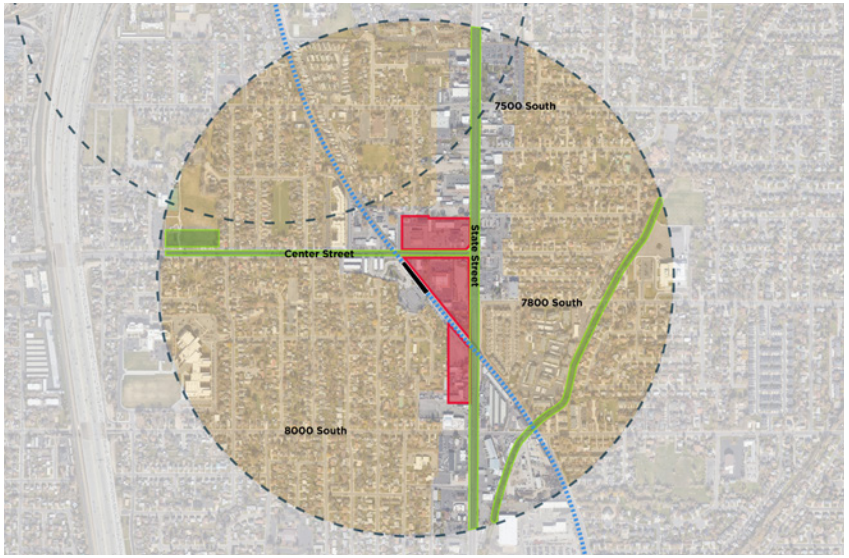
Center Station
The Center Station Area is predominantly surrounded by single-family residential, which are likely to be areas for anticipated stability. Underutilized sites clustered near the station are likely candidates. Center Street is a prominent corridor to connect the station area to destinations like Midvale City Park, Main Street, and more. Other routes to note are State Street and a possible introduction of the canal trail east of the TRAX line.

- Trax Station
- Trax Line
- Half Mile Radius
- Potential Redevelopment Area
- Potential Placemaking Improvements
- Potential Pedestrian Route Improvement
- Areas of Anticipated Stability



SOURCE: Google Earth Imagery

Figure 2.18 Fort Union Station Area



SOURCE: Google Earth Imagery

Figure 2.19 Center Station Area

B. TRANSPORTATION AND DEMOGRAPHIC ANALYSIS

With any station area development planning process, it is important to look closely at the supporting multimodal transportation networks to create a permeable and comfortable environment for people accessing transit. Access to a transit station for transit riders, whether by foot, bike, vehicle, bus, or some combination, is an essential consideration in the Midvale City Station Area Plan. These first-and-last-mile connections help people get from their homes to the transit stations, and from the stations to work, school, shops, or other destinations that lie within a reasonable walkable or bikeable area.

A combination of qualitative and quantitative sources were used to identify community needs and tell the transportation story. This information, supplemented with findings from public engagement, defined areas of opportunity around the Utah Transit Authority (UTA) TRAX Midvale Fort Union and Midvale Center stations (see Figure 2.20). More information on transportation and demographic analysis can be found in Appendix.

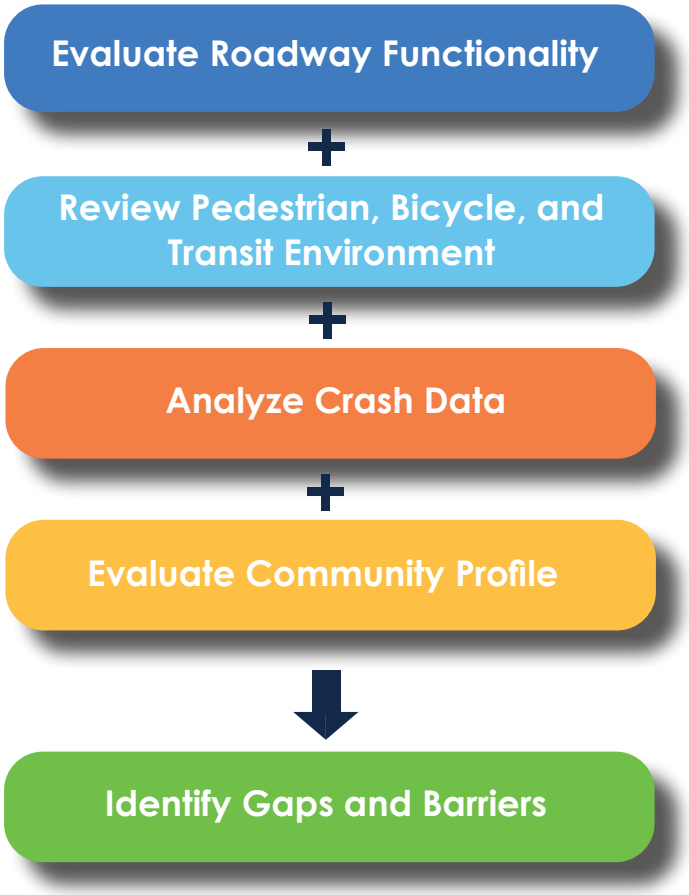


Figure 2.20 Evaluation Process

NON-MOTORIZED NETWORK

Providing safe and comfortable access to transit for foot traffic is a critical part of first-and-last-mile connection. A complete pedestrian network supports increased access to transit, expanded ridership, and improved public health due to physical activity. In the station areas, adding built-out systems for pedestrians, bicyclists, and other non-motorized modes will provide transportation choices that may not be available today. These transportation improvements can increase ridership, improve quality of life, and become a new driver for economic development. This section summarizes the non-motorized network's existing and planned conditions, including pedestrian and bicycle facilities and catchment area.

Existing and Planned Facilities

Figure 2.21 shows existing and planned pedestrian facilities within a half-mile of the stations. In many locations, sidewalks exist along roads but are not continuous nor compliant with the Americans with Disabilities Act (ADA). Also, sidewalks adjacent to major roads with high traffic volume, like State Street and 7200 South, are uncomfortable for users. Pedestrian barriers such as properties, fences, and major streets prevent the stations' surrounding areas from being fully accessible to transit users.

In the WFRC Draft 2023 Regional Transportation Plan (RTP) Workshops Map and the 2021 Midvale Active Transportation Plan, shared-use paths are planned along the mainline TRAX corridor and Salt Lake City Canal.

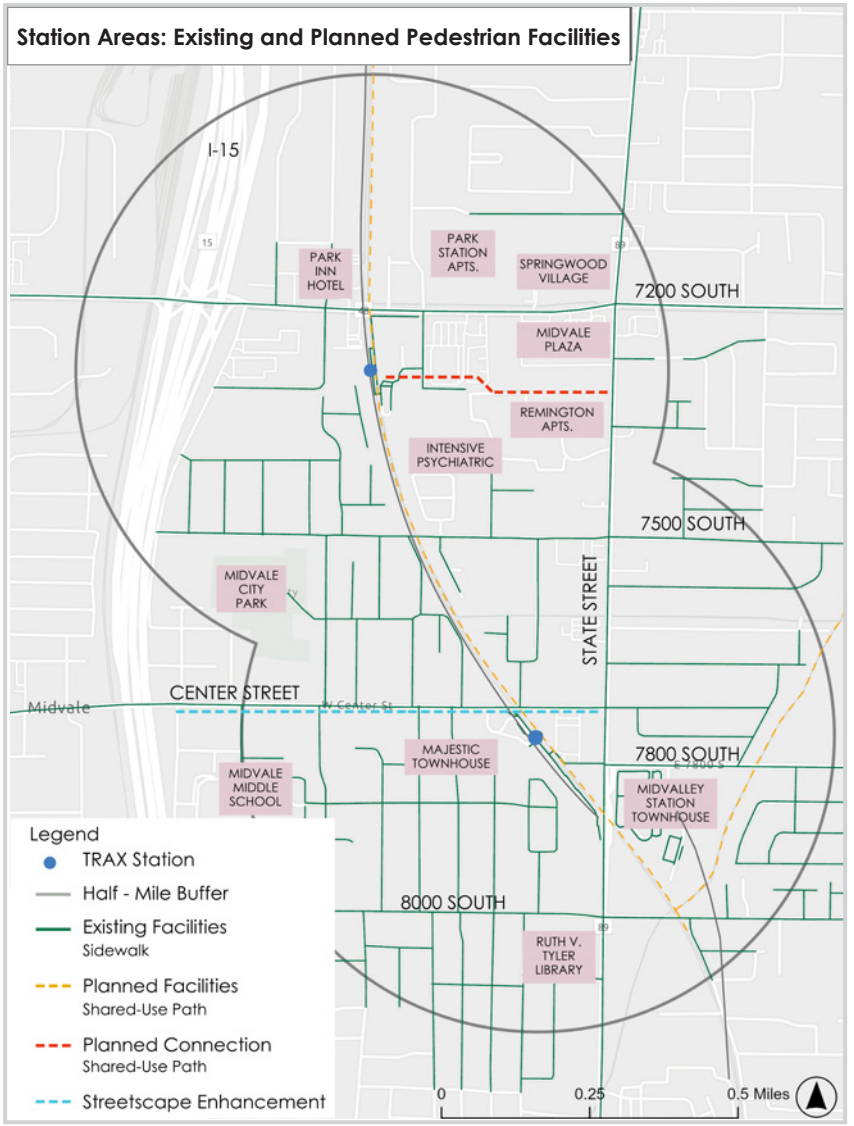
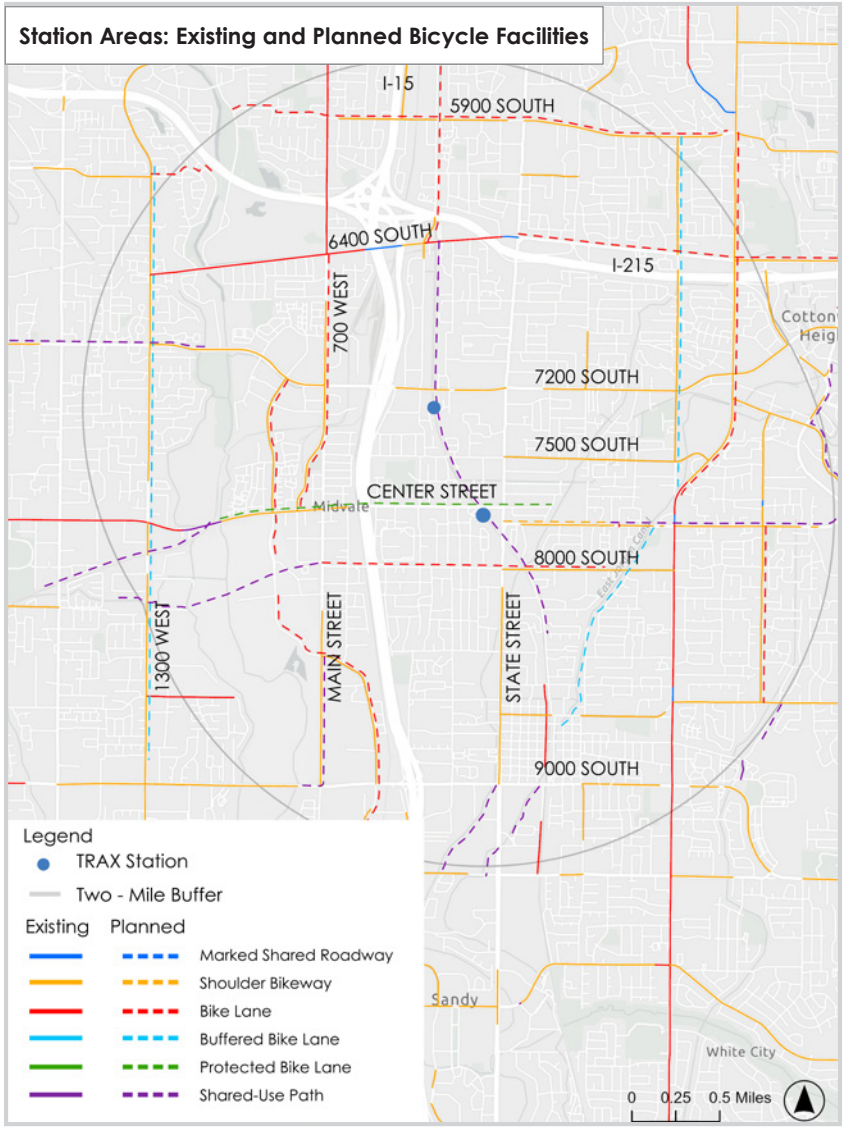


Figure 2.21 Existing and Planned Pedestrian Facilities

The Midvale State Street Corridor Study has recommended streetscape enhancements on Center Street to improve the walking and biking environment and to develop a creative festival street.

Figure 2.22 shows existing and planned bicycle facilities within a one- and two-mile buffer of the stations. Currently, shoulder bikeways that are not comfortable for many users make up most of the bicycle facilities and are not continuous. Also, the shoulder bikeway is considered substandard by Midvale City. There is a lack of bicycle facilities directly surrounding the transit stations and connecting neighborhoods. The Jordan River Parkway Trail traverses the western border of the stations, provides north-south multimodal connections and it is a strong recreational asset in this area.

Shared-use paths are planned along TRAX line and Salt Lake Canal to connect the Midvale Fort Union and Midvale Center Stations and connect surrounding neighborhoods to additional bicycle facilities. Bike lanes are planned to support roadways around the transit stations, completing the existing bicycle network.



SOURCE: UGRC Road Centerlines Dataset and WFRC Draft 2023 RTP Workshops Map

Figure 2.22 Existing and Planned Bicycle Facilities

Catchment Area Analysis

A station's catchment area refers to the area that is accessible from that station within a walkable and bikeable distance. In this study, the walkable and bikeable distance is selected based on industry standards and best practices. As National Association of City Transportation Officials (NACTO) research on transit users found, most people will not walk more than a half-mile to access transit. So, a half-mile buffer was selected for pedestrian catchment area analysis. Also, The Initiative for Bicycle and Pedestrian Innovation (IBPI) study on creating walkable and bikeable communities finds that most utilitarian bicycle trips in the US are less than a three-mile. Therefore, a three-mile buffer was selected for the bicyclist catchment area analysis.

The size of a catchment area is largely defined by how the surrounding infrastructure interconnects and what facilities exist within that infrastructure (i.e., sidewalks, bicycle trails, etc.). As the size of a catchment area increases, more land uses may be considered accessible within the station area. A catchment area analysis helps identify gaps in the network, prioritize infrastructure investments, and identify significant landscape or built environment changes that will increase access to the station areas.

Figure 2.23 shows the pedestrian catchment area within a half-mile buffer from the TRAX Stations using the existing sidewalk network. The catchment area for both TRAX Stations is limited and only covers some areas within a half-mile buffer from the Stations.

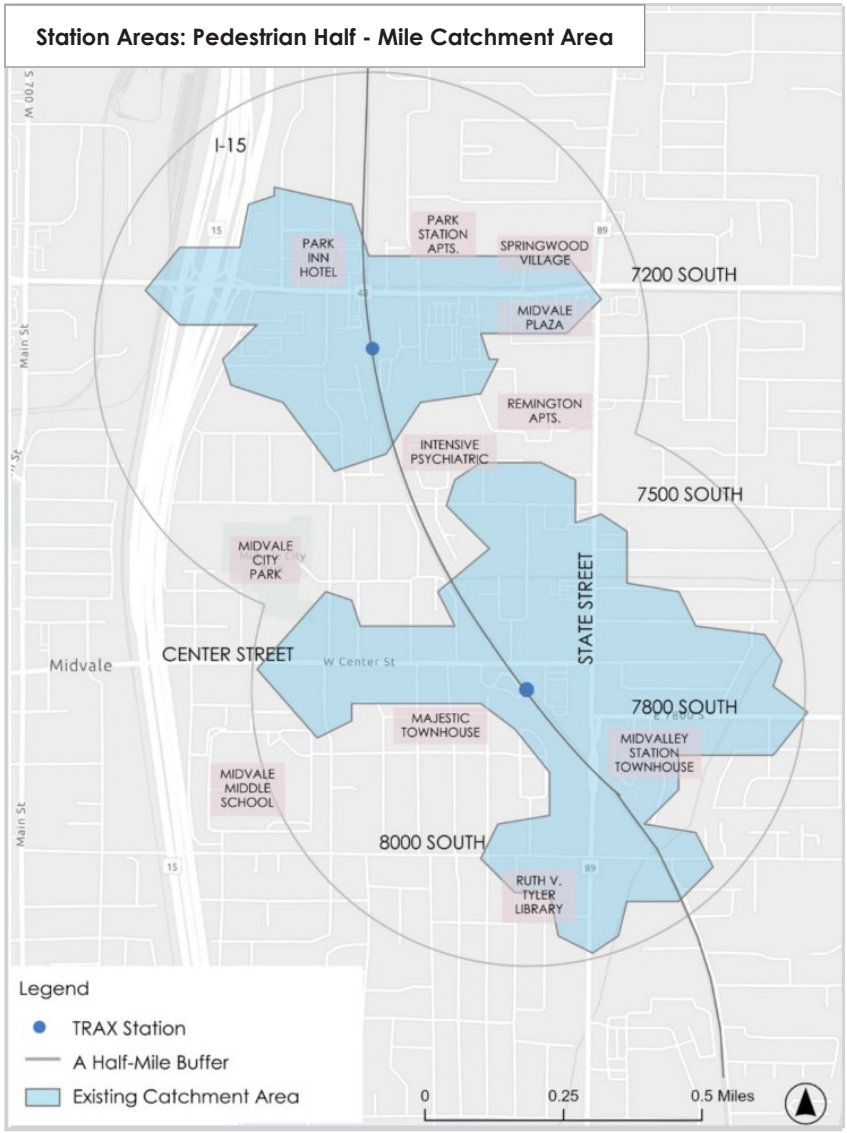


Figure 2.23 Pedestrian Half-Mile Catchment Area

For example, Midvale City Park and many local places are located within a half-mile of the Midvale Fort Union Station, but they are not in the catchment area because of existing built environment, buildings, and indirect routes. Consequently, a pedestrian trip from Midvale Fort Union Station to Midvale City Park will extend beyond a walkable distance (a half-mile) due to the disconnected network, despite the fact that both locations fall within a half-mile buffer zone. The gap west of the Midvale Center Station is significant because of the discontinuous pedestrian network. Midvale Middle School is within a half-mile of the station, but it is outside the catchment area due to existing land use and disjointed facilities.

Figure 2.24 shows the bicyclist catchment area within a three-mile buffer from the Stations using the existing road network. The existing bicycle network in the area is limited to a shoulder bikeway along a few segments and results in a small catchment area. So, to get a better understanding of needs and gaps, the road network was used in the analysis. It should be noted the existing catchment area in Figure 2.24 assumes that users can bike along all existing roads. Even with this assumption, the gaps still exist in the existing catchment areas.

Based on analysis results, the area east of I-15 has better access to the Stations compared to the area west of I-15, presenting I-15 as a potential barrier. The darker color in Figure 2.24 shows where the catchment area of both Stations overlaps, indicating that the area is accessible from both Midvale Fort Union and Midvale Center Stations.

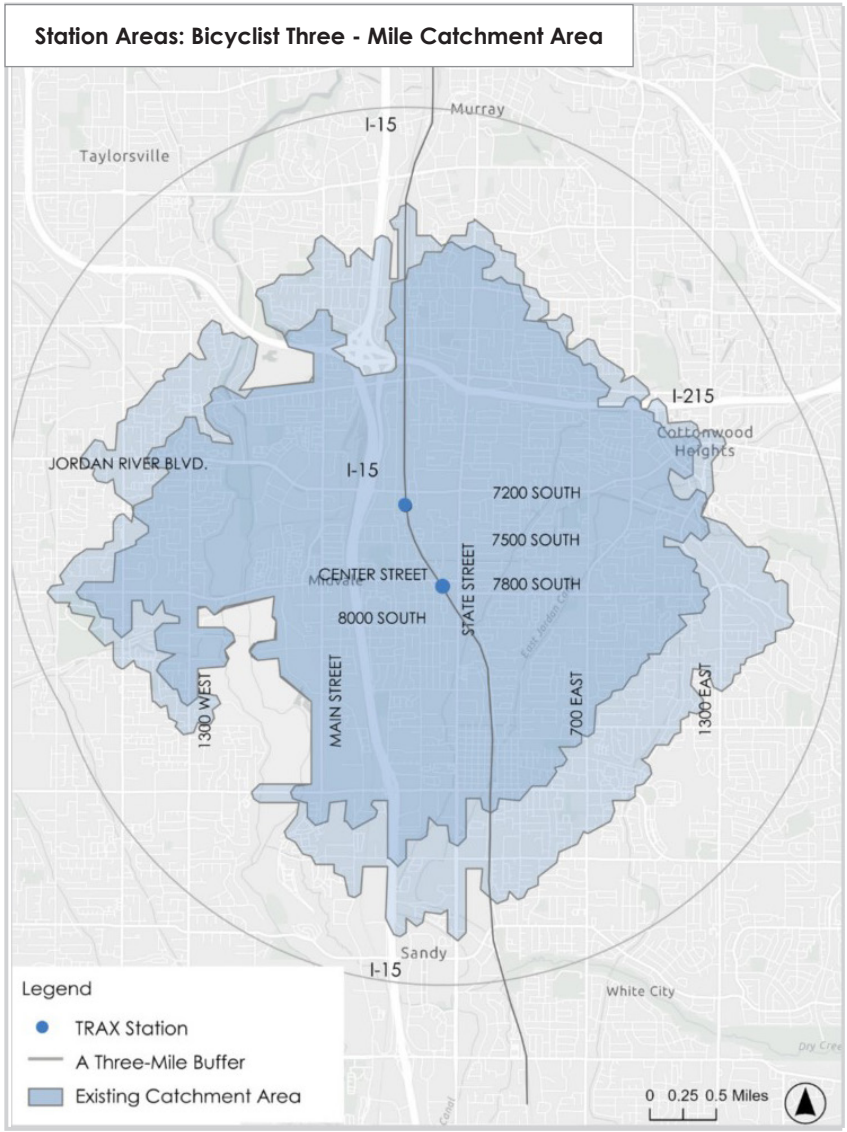


Figure 2.24 Bicyclist Three-Mile Catchment Area

PARKING DEMAND

The primary focus of the parking demand analysis was looking into how the existing park-and-ride lots and on-street parking were utilized within a half-mile of the stations. Google Earth historical aerial imagery and the 2014 UTA Park-and-Ride Lot Master Plan were reviewed in detail as part of this analysis.

Park-and-Ride Lot Capacity and Utilization
Table 2.1 shows the utilization values for the Midvale Fort Union and Midvale Center Stations, in addition to a few surrounding stations. The Midvale Fort Union Station lot was utilized 31% on average, and the Midvale Center Station lot usage was even less, 20% on average. Almost 70% to 80% of stalls were unused.

Also, Google Earth's historical and aerial imagery shows the maximum utilization for the Midvale Fort Union Station lot A (the lot located close to the station) in peak time was 35%; as a result, the park-and-ride lot has approximately 65% of its stalls that could be repurposed. For the Midvale Center Station, maximum utilization in peak time on lots A and B was 60% and 1%, respectively. Therefore, 40% of the existing stalls in lot A and 100% of lot B can be repurposed.

Lot	Total Stalls	Average Utilization	Recommended Stalls	New Capacity
Murray Central	245	42%	245	53%
Fashion Place	316	85%	316	91%
Midvale Fort Union	274	31%	274	39%
Midvale Center	323	20%	323	24%
Historic Sandy	265	67%	265	77%
Sandy Civic Center	1192	18%	270	55%

SOURCE: 2014 UTA Park-and-Ride Lot Master Plan

Table 2.1 Park-and-Ride Lots Utilization

DEMOGRAPHIC ANALYSIS

Midvale City is a diverse and growing city. According to the 2016 Midvale City General Plan, the City has a projected average annual growth rate of 1.8%. Midvale City's population is estimated to grow from 34,000 residents to 60,000 by 2050. The City has an average age of 31.2 with an average household size of 2.56. Midvale's median household income is $65,897, just under the median household income for the entire Salt Lake County. Future growth will increase the demand for a better walking and biking network and access to transit.

Demographic data and analysis help provide a basis for understanding the needs of the community. Figure 2.25 displays the community profile of people living within a one-mile buffer of the stations. Data for this analysis was gathered from the American Community Survey (ACS) from 2016 to 2020.

Demographic analysis within a one-mile buffer of the stations shows that 10,076 persons (34%) are of a minority population; 6,239 households (39%) have an income less than $50,000; 3,622 persons (10%) have a disability; and 1,083 households (7%) do not have access to a vehicle. Historically, these populations are more dependent on walking biking, and transit as a mode of transportation and it is important to capture where these population are located.



SOURCE: ACS 2016-2020

Figure 2.25 Community Profile Within One mile of the Stations

GAPS AND BARRIERS

Existing transportation data and community profiles were used to define needs and understand barriers for walking and biking to the stations and key takeaways from these analyses include:

- High-speed, high-volume facilities are major barriers to access station areas
- Disconnected pedestrian and bicycle facilities resulted in low-comfort environments for walking and biking
- Stations are under-utilized compared to neighboring stations and ridership still has not recovered since COVID-19
- Park-and-ride lots are under-utilized and parking capacity is higher than demand
- Midvale has a diverse population with varying transportation needs

The network within a half-mile and two miles of the Midvale Fort Union and Midvale Center Stations was analyzed to find barriers, deficiencies, and gaps. In this study:

Spot and Segment Barriers: are locations where there is no crossing/connection or existing non-motorized facilities are uncomfortable for most users, and existing roads carry heavy traffic and have a higher speed limit.

Spot and Segment Deficiencies: are locations where there are facilities for non-motorized users, but they may be uncomfortable or substandard for all users with different abilities.

Spot and Segment Gaps: are locations where a new connection is required to improve the access and walkshed/ bikeshed around stations.

Figure 2.26 shows the barriers, deficiencies, and gaps within a half-mile buffer around the stations. Currently, pedestrians traveling between the Midvale Fort Union and Midvale Center Stations and Midvale's other pedestrian destinations are faced with significant barriers, the majority of which are primarily at-grade and grade-separated roads such as I-15, State Street, and 7200 South. Though the existing barriers are not likely to go away, improving the pedestrian environment along them and providing more crossing opportunities could help abate their magnitude. The area around the stations contains a large number of pedestrian destinations barricaded by high-volume roadways with fast-moving traffic, like State Street and 7200 South. Piecemeal and ad-hoc development in some areas has also led to gaps in the sidewalk network that should be addressed when considering transportation improvements.

Figure 2.27 shows the barriers, deficiencies, and gaps within a two-mile buffer around the stations. The Midvale Fort Union and Midvale Center Stations are within bicycling distance from most points in the City, but access, visibility, safety, and convenience for bicyclists should be improved within the bikeshed. Currently, the biggest challenges for bicyclists are the physical barriers that transect the network at several locations. These barriers, such as I-15 and State Street, do not provide usable corridors and are difficult to cross conveniently and safely.

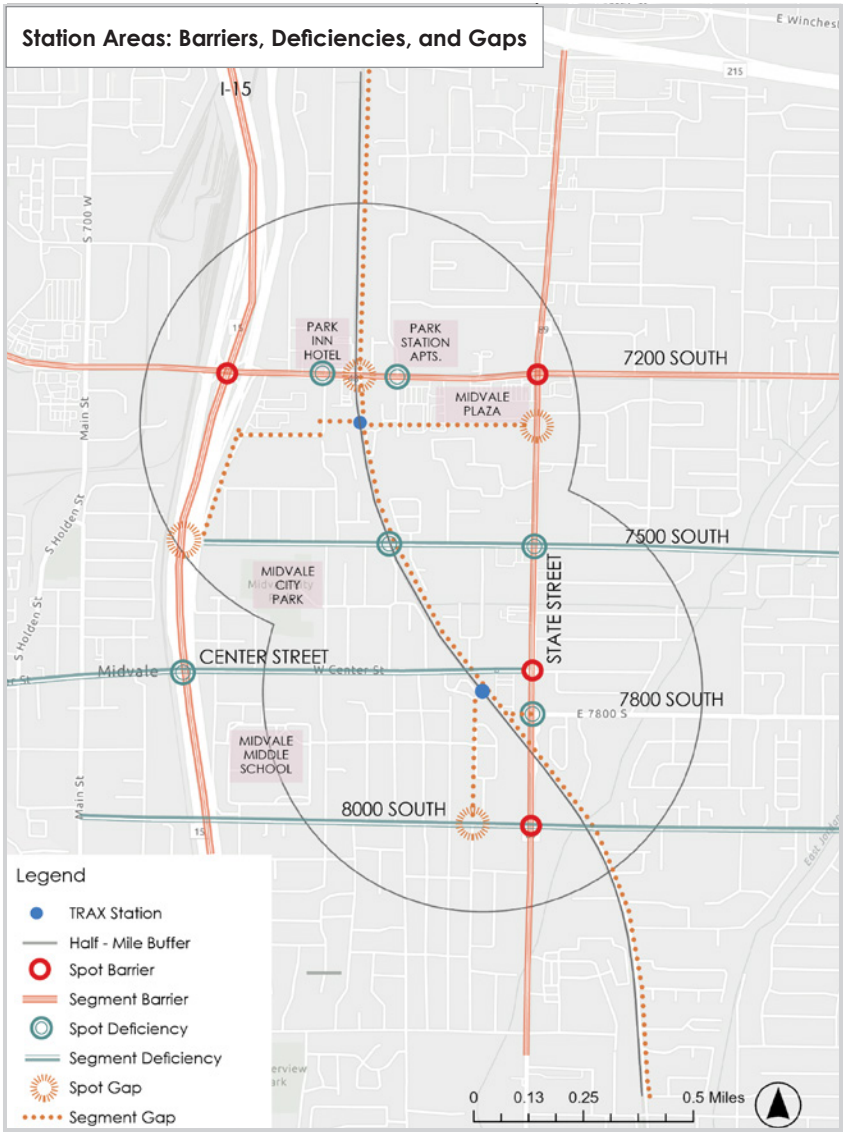


Figure 2.26 Barriers, Deficiencies, and Gaps within a Half-Mile of the Stations

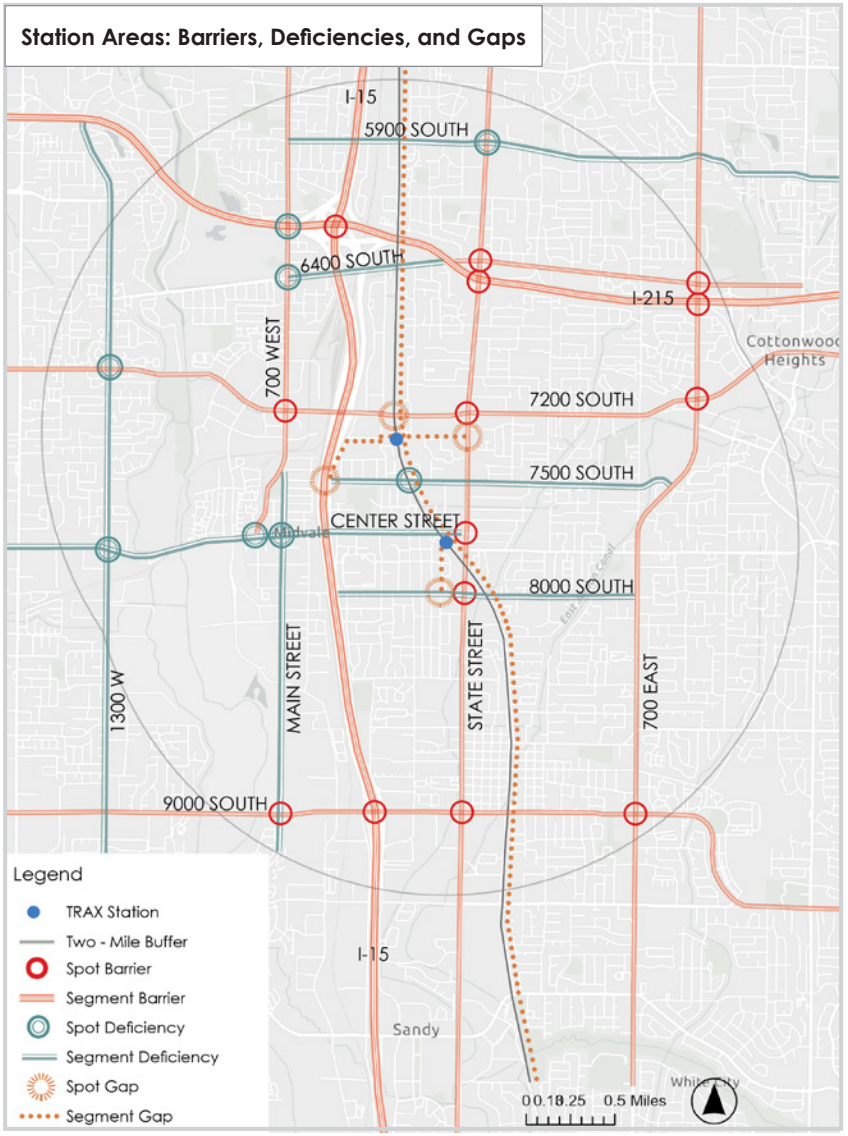


Figure 2.27 Barriers, Deficiencies, and Gaps within Two miles of the Stations

C. HOUSING NEEDS AND MARKET ASSESSMENT

This housing needs and market assessment contributes to the station area plan development. The following is a summary of analyses and findings, with an accompanying series of charts, tables, maps, data, and other information graphics.

DEMOGRAPHICS AND EMPLOYMENT

Demographics (the types of people who live in and near the City) and employment affect the types of future development that is feasible for the station area. Key demographic and employment factors include:

- **Population.** Fort Union Station Area, with 3,960 residents in 2022, is less populated than Center Station (5,289). Population growth for both stations over the past decade (20-21%) matches the region but is slower than the City's 38% growth.
- **Race and Ethnicity.** Both station areas align with the City in being more racially diverse than the region in 2022, with 36% in Fort Union Station Area and 32% in Center Station Area identifying as a race other than White, compared to 34% in Midvale and 25% in the Wasatch Front Regional Council (WFRC) region. Likewise, Latino populations range 24-26% for the City and the station areas, compared to 17% for the region.
- **Tenure.** A larger proportion of residents rent in Midvale compared to the region—particularly near Fort Union, where 76% rent in 2022.
- **Education.** A smaller share of residents (28%) in both station areas have a college degree or higher in 2022, compared to 35% for the City and 36% for the region.
- **Employment.** With its central location in the Salt Lake City region and regional transportation access, Retail is a big player in Midvale's economy—accounting for the largest share of workers in 2019. However, jobs for this sector (and the second-highest employing sector, Administration and Support), have been on the decline in recent years. Leveraging assets such as the City's broadband network and successes such as the nationally-recognized Bingham Junction redevelopment (which has drawn employers such as the headquarters for Overstock.com) may spur job growth in other sectors, including tech.
- **Transit Ridership.** The station areas contain portions of all three census block groups in the City where over 10% of residents commuted via public transit in 2021, while ridership for most of the City was below 5% (the national average for transit commuting in 2019).

	Fort Union 1/2 Mile	Center Station 1/2 Mile	Midvale City	WFRC Region
Population	3,960	5,289	38,425	1,961,741
% Renter	76%	45%	52%	30%
Median Household Income	$58,669	$69,954	$67,373	$85,510
Per Capita Income	$29,599	$31,210	$34,382	$36,806
% HH Incomes <$34,999	25%	21%	19%	15%
Population Growth 2010-2022	20%	21%	38%	20%
Median Household Size	2.3	2.5	2.5	3.0

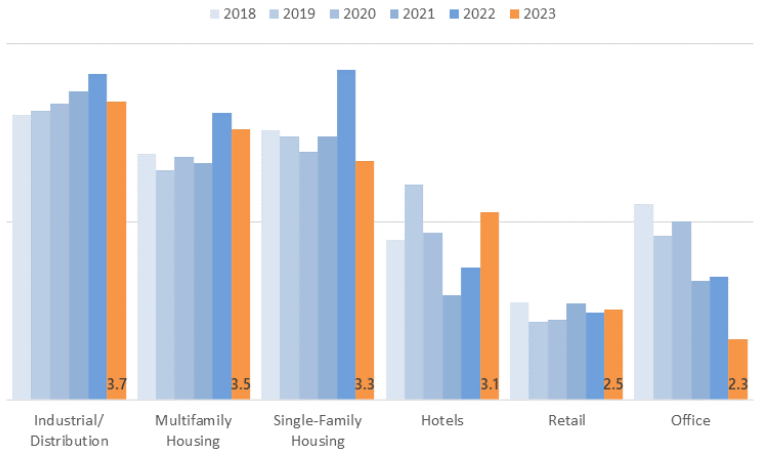
Source: U.S. Census Bureau Decennial Census via ESRI.
ESRI Business Analyst Online (BAO) is a private, third-party provider of demographic data. ESRI bases its analysis and forecasts on the US Census and many other public and private data sources.

Figure 2.28 Demographics of Station Areas, Midvale, and WFRC Region

REAL ESTATE DEVELOPMENT CONTEXT

National Trends

The chart below shows how real estate developers and other industry professionals associated with the Urban Land Institute (ULI, the leading national professional association for the real estate industry) evaluate the desirability of development for various property types nationwide. This chart shows that in 2023, developers continue to be most interested in building industrial and multifamily housing, despite a slight dip from 2022. Interest in single-family housing is starting to suffer due to rising mortgage rates. Office and retail are out of favor due to the increasing remote-work trend and online shopping respectively, with office replacing retail as the lowest-ranked property type.



SOURCE: ULI Emergiing Trends, 2023.

Figure 2.29 Prospects for Major Commercial Property Types, 2019-2023

Nationally, strategies for retail are likely to focus on re-tenanting versus new construction, while conversions are being considered for offices.

While Millennials and Gen Z, especially those with kids, shifted their preferences slightly from urban, walkable neighborhoods to suburban neighborhoods with detached homes at the beginning of the pandemic, 20% of people living in detached homes in July 2020 would have preferred to live in an apartment or townhome in a walkable neighborhood, according to a survey by the National Association of Realtors. Older Americans also value walkable urban centers. In a 2017 survey by the nation's largest senior living referral service, most respondents said it was very/ somewhat important to live in a walkable neighborhood, as well as one with low crime that was close to family.

Development Context

Most commercial real estate development in Midvale for the past decade has concentrated to the west of the study areas and I-15, though new multifamily projects near both stations show local demand for that property type. Existing commercial development in the Fort Union Station A rea is more industrial compared to Center Station, but the study areas otherwise have similar proportions of property types being considered for offices.

Development Context

Multi-family and office properties have dominated construction in Midvale for the past decade. Given national real estate trends and the region's population growth, multi-family construction is likely to remain a significant focus in Midvale—while the future of office development is less clear. According to February 2023 CoStar data for the Midvale/Murray submarket, multi-family construction is steady but slightly down from a peak of 858 units delivered in the second quarter of 2018. Perhaps due to the recent increase in supply, annual rent growth, at 2.9% "significantly trails the average annual growth of 5.4% over the last decade" and the larger Salt Lake Market's 3.1% annual rent growth.

Retail is experiencing low vacancy rates (1.7%) and a high average annual growth in rent (8.1%), according to CoStar data for the Union Park submarket (which includes the Midvale area, extending west to Redwood Road, but excluding the Jordan Bluffs portion of the City southwest of Center Street and I-15). During the past decade, nearly 100,000 square feet of retail has been built in Bingham Junction, with very little retail development elsewhere in Midvale. The SAPs may consider incorporating retail, particularly on the ground floor of mixed-use projects—considering the current trends toward smaller-scale, experiential commercial space and the goals of City's TOD zone (though feasibility of such projects within the auto-centric context of the study areas will need to be considered). The station areas—particularly Fort Union—are also well-positioned for further industrial development, based on past development, access to I-15, and current national/regional demand for that development type, largely driven by the growth of e-commerce.

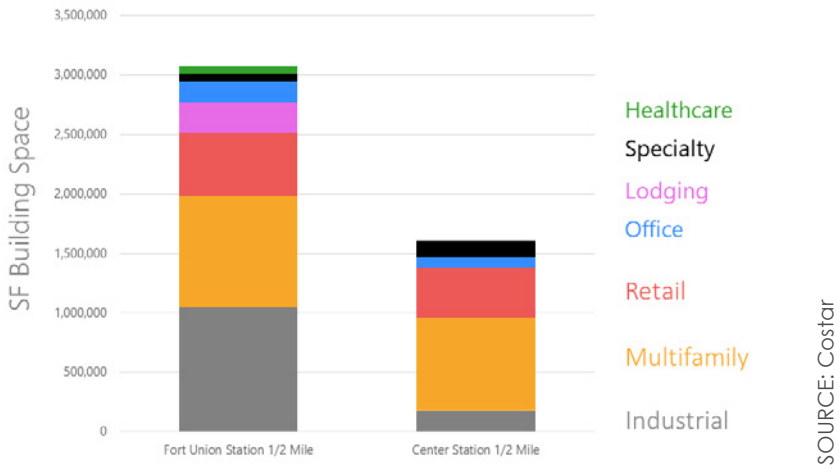


Figure 2.30 Development Type by Building Area

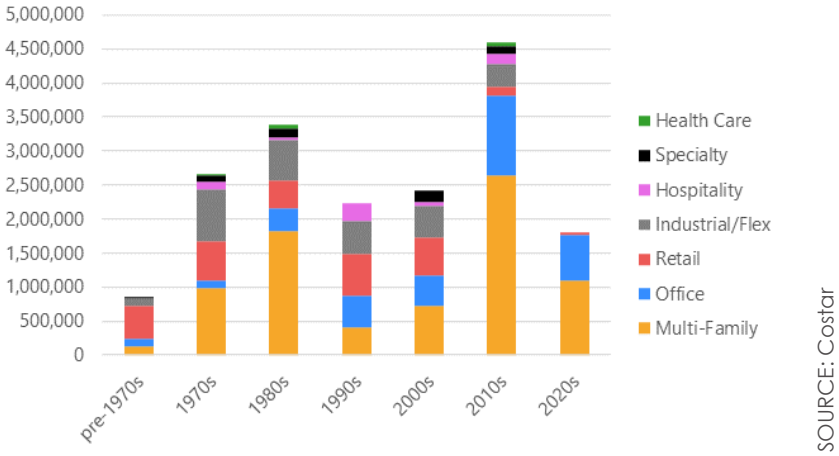


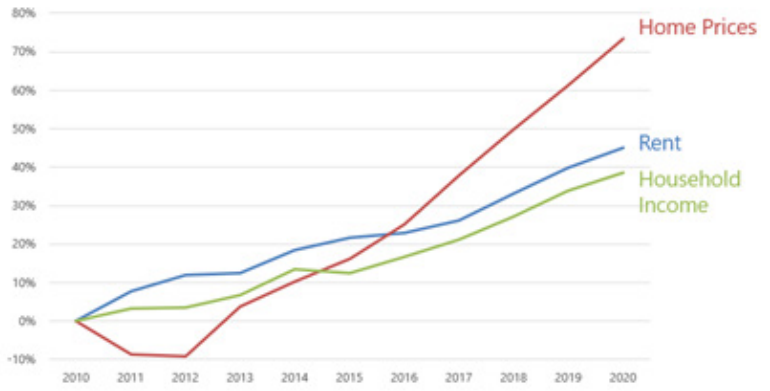
Figure 2.31 Square Feet of Development by Decade Built, Midvale

HOUSING NEEDS & DEMAND

In its 2019 Housing Plan, the City projected a need for 5,334 additional housing units to accommodate a net population increase of 15,000 by 2040. This growth is characteristic of the Salt Lake City region, which the ULI 2023 Emerging Trends report projected as having a five-year household growth rate (1.7%) double the national average (0.9%). The City's 2019 plan identified a need for more high-end housing in order to counter the short-term nature that predominates its housing market. Yet despite the relative affordability of Midvale's market, the plan also notes a need to support cost-burdened households, which accounted for 46% of renter households in 2019.

Housing Market

Housing costs in Midvale are still rising at a rate greater than incomes, particularly for owner-occupied housing. Average home values (per Zillow's Home Value Index) in Midvale rose from $203,444 in 2010 to $352,825 in 2020—a 73% increase, compared to a 39% growth in incomes, and 45% growth in median gross rent in the same time period. Midvale home prices are only attainable with dual incomes at or near the City's median income of $67,373. Home ownership as well as most market-rate rents are out of reach for most service workers, who comprise a large share of the City's workforce. In its 2022 Moderate-Income Housing Plan update, strategies for increasing the availability of affordable housing focus on promoting development through reduced impact fees, leveraging public resources, and other means—but not rezoning for higher density.



SOURCE: 2020 ACS 5-Year Estimates; Zillow

Figure 2.32 Housing Cost Growth v. Incomes in MIdvale, 2010 - 2020



SOURCE MIdvale Housing Plan

Figure 2.33 Definitions, 2019 Housing Plan

ZONING

Some of the key attributes of Midvale City's existing zoning code, including maximum height, residential density, parking requirements, and setbacks as shown on the following pages.

Midvale City's TOD Overlay (TODO) zone, located primarily near the Fort Union Station, allows for significantly more height and density than the other zones; the City's zoning currently encourages TOD (transit-oriented development) in the TODO zone. Buildings in the TODO zone can be up to seven stories, which means they could be mixed-use "podium" buildings, with four or five levels of housing over a one or two story concrete podium that includes ground floor commercial space and structured parking.

A more modest scale of development is allowed in the other zones. Property owners and developers can request zone changes, for example, to zones that allow higher densities and a greater mix of uses, such as TODO. This provides for flexibility in the station areas. However, property owners and developers cannot be certain that their zone change requests will be successful, and zone changes can be demanding in terms of time and resources. Therefore, current zoning is likely to constrain what can take place on some though not all properties. While height maximums vary, the limiting factors in terms of development density for some zones will likely be the maximum residential density (25 dwelling units/acre or fewer in other zones); in some cases parking requirements and/or setbacks can be the key limiting factors.

For example, while the State Street Commercial zone allows for buildings of up to 55 feet in height (or four to five stories maximum) it is likely that the 25 du/acre density maximum will limit residential buildings to three stories or fewer. There is no economic reason for developers to build four or five stories, as they could not build residential units on those floors. Three story buildings can typically accommodate up to a high of 25 to 30 du/acre.

The 25 du/acre maximum in most zones appears to reflect the community's desire for multifamily and mixed-use development in most cases, and in particular for development that abuts single family neighborhood. While this is an understandable policy rationale, it has several important consequences. First, the density maximum is likely to discourage any redevelopment, since developers are unlikely to purchase and demolish existing commercial properties in order to build three-story "garden apartment" projects since such projects usually do not provide developers with an adequate budget to acquire existing commercial land. Second, three story garden apartment projects rarely include a ground floor commercial component. Third, 25 units/acre is considerably below the 50 units/acre threshold required to establish a new Housing and Transit Reinvestment Zone (HTRZ). One of the goals of Midvale City's Moderate Income Housing Plan (MIHP) is to develop and implement an HTRZ.

See Table 2.2 and Table 2.3 on the following pages for key attributes of Midvale City 's existing zoning within the Station Areas.

Zoning

Most zones in study area do not allow for HTRZ-required density of 50+ units/acre.

	Max Height	Max Residential Density	Parking Requirements Medium-High Density Residential
Transit-Oriented Development (TOD)	**3 stories**	**25 units/acre**	1/8 Mile from Transit: **1** per 1-BR unit **1.25** per 2-BR unit **1.5** per 3-BR unit 1/4 Mile from Transit: **1.25** per 1-BR unit **1.5** per 2-BR unit **1.75** per 3-BR unit Other: determined by planning commission.
TOD Overlay (TODO)	**7 stories;** 6 and 7 story buildings must be directly adjacent to State St.*/7200 S	**85 units/acre**	
Multifamily Residential Medium to High Density (RM-25)	**35'** sloped roof, **30'** flat within 50' SFR zone, otherwise, **4 stories**	**25 units/acre**	Multifamily Developments: **1.5** per 1-BR unit **2** per 2-BR unit **2.5** per 3+ BR unit Plus **1** guest space per every 4 units Duplexes: **2** off-street spaces per unit
State Street Commercial (SSC)	**55'** sloped roof, **52'** flat within 50' SFR zone, otherwise **75'** sloped/**72'** flat	**25 units/acre**	Apartments/Condos: **1** per <650 SF unit **1.5** per 650-1,000 SF unit **2** per 1,000-2,500 SF unit **3** per 2,500+ SF unit Code contains additional parking regulations for MU projects, Duplexes (same as RM-25)
Clean Industrial (CI)	**45'** sloped roof, **42'** flat within 100' SFR zone, otherwise **75'**	Housing not permitted	N/A
Regional Commercial (RC)	**45'** sloped roof, **42'** flat within 100' SFR zone, otherwise **75'** sloped/**72'** flat	Only manufactured homes permitted, density not specified.	N/A

*Currently does not front State Street.

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SOURCE: Midvale Zoning Ordinance

Table 2.2 Key attributes of Midvale zoning within station areas.

	Front	Corner Lot	Rear	Side	Single Family
TOD	15′	Corner lots have 2 front yards, each subject to the **15′** setback rule	0′*	0′*	3-story structures must be set back **37′** when adjacent to SFR zone; **15′** for 1-2 story
TODO	**15′**, including 5′ park strip, 5-6′ sidewalk, 4-5′ landscaping	Corner lots have 2 front yards, each subject to the **15′** setback rule	0′*	0′*	When adjacent to SFR zone: 3-story: **37′** 4-story: **66′** 5-story: **83′** 6-story: **100′** 7-story: **116′**
RM-25	**25′**, unless at least 50% of the lots on the block are developed with a front yard setback of **20′** (in which case the setback is 20′)	Corner lots have 2 front yards, each subject to the **25′** rule	20′	10′	N/A
SSC	**15′**, including 5′ park strip, 10′ sidewalk	Corner lots have 2 front yards, each requiring a **25′** setback	0′*	0′*	N/A
CI	20′	Corner lots have 2 front yards, each subject to the **20′** rule	0′*	0′*	N/A
RC	0′*	0′*	0′*	0′*	N/A

*Unless otherwise required (International Building Code, landscape buffers, single family setback).

SOURCE: Midvale Zoning Ordinance

Table 2.3 Key attributes of Midvale zoning within station areas.

DEVELOPMENT OPPORTUNITIES

This station area planning process is an opportunity to deliver needed housing and employment opportunities in Midvale, while building on Midvale City's 2019 and 2022 Moderate Income Housing Plans, State Street Corridor vision, and other existing plans/goals.

- Assets - Future development near Fort Union Station may be able to build on assets, such as its international markets, while contributing to needed infrastructure improvements. Development near Center Station may be able to capitalize on underutilized commercial and public property in the area and opportunities for redesign within its wide roadway.
- Potential Sites - Based on land values, land utilization, and other factors, three potential sites are identified for development in each area—totaling 19 acres for Fort Union and 17 acres for Center Station. See Figure 2.38.
- Zoning Changes - In 2022, Midvale City identified the utilization of HTRZ as one of its affordable housing strategies. Midvale City is in the process of adopting zoning changes to realize its proposal for an HTRZ and development in the established zone. HTRZ zones require densities of at least 50 units per acre, currently only allowed by the TOD Overlay zone (covering a fraction of both station areas).
- Replacing Current Uses - From a market perspective, multifamily project densities beyond garden apartment-scale (e.g., 45 units/acre+) would be needed to justify replacing current commercial and other uses.



Figure 2.35 International Marketplace near Fort Union Station



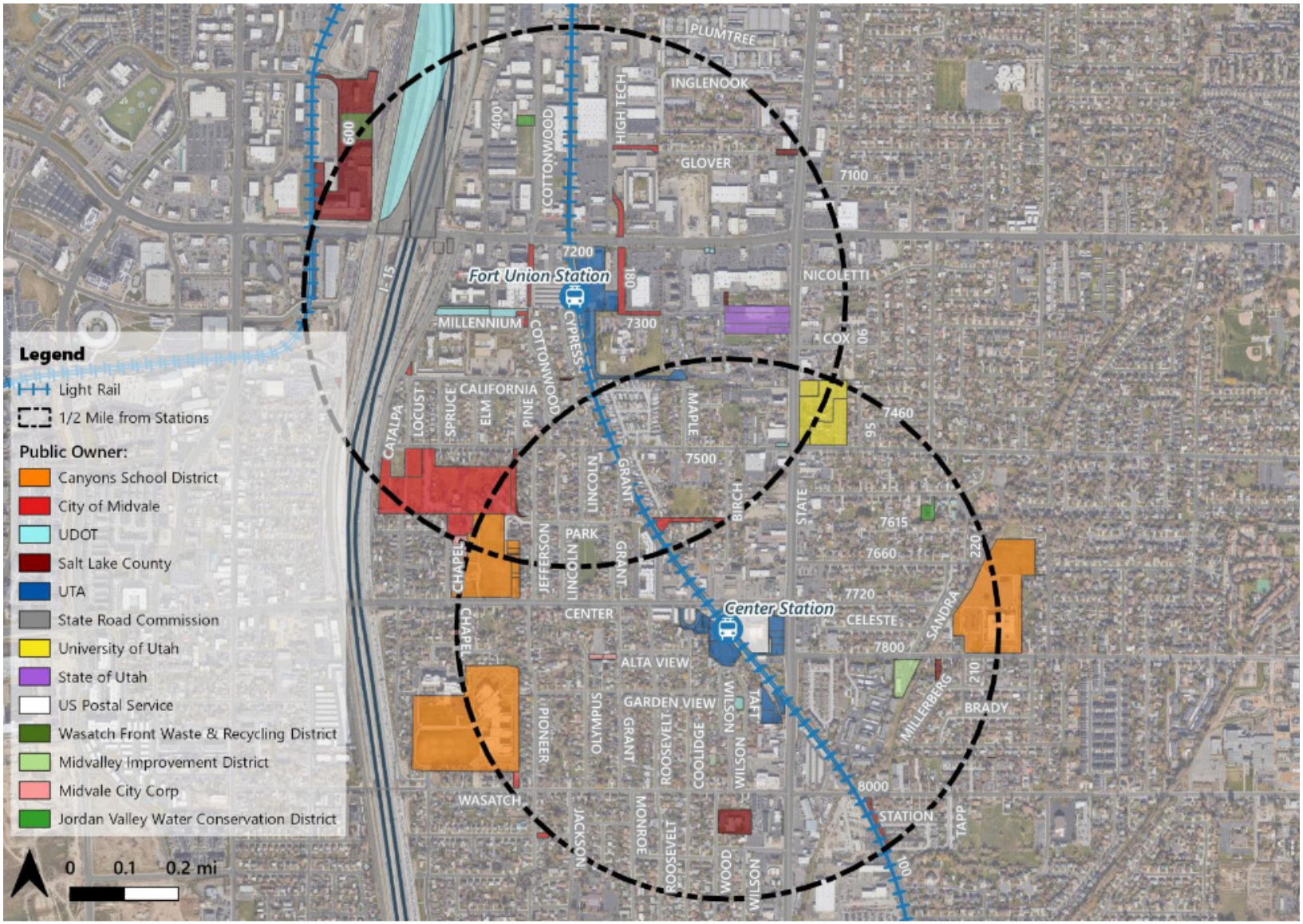
SOURCE: LCG

Figure 2.36 Underutilized commercial property near Center Station

Station Area Public Ownership

As shown below, there are numerous publicly owned properties in the station areas. UTA owns multiple important properties in the station areas, including shared parking lots and station-related facilities (e.g., bus circulation, transit boarding areas and rail right of way, etc.). UTA has stated that the agency will consider the development of its shared parking lots, while also seeking to retain public parking there. The US Postal Service site, just east of Center Station, is a well-positioned site, with UTA properties on both sides. The State of Utah owns a large property that fronts on to State Street, east of Fort Union Station. The understanding is that this property is surplus to the State's needs and is likely to be sold in the coming years; in the short term, it is being used for storage. Other publicly owned properties are notable but are unlikely to change significantly. For example, the University of Utah operates Greenwood Urgent Care and Pharmacy on State Street. The City and School District have multiple park and school properties that are station-area assets and are likely to remain in their current use.

Given the lack of significant retail development for the past two decades, retail is experiencing low vacancy rates (1.7%) and a high average annual growth in rent (8.1%), according to CoStar data for the Union Park the Union Park submarket (which includes the Midvale area, extending west to Redwood Road, but excludes the Jordan Bluffs portion of the City, southwest of Center Street and I-15). The SAPs may consider incorporating retail, particularly on the ground floor of mixed-use projects—considering the current trends toward smaller-scale, experiential commercial space and the goals of City's TOD zone (though feasibility of such projects within the auto-centric context of the study areas will need to be considered). The station areas—particularly Fort Union—are also well-positioned for further industrial development, based on past development, access to I-15, and current national/ regional demand for that development type, largely driven by the growth of e-commerce.



SOURCE: LCG Analysis using County Assessor data

Figure 2.37 Station Area Public Ownership

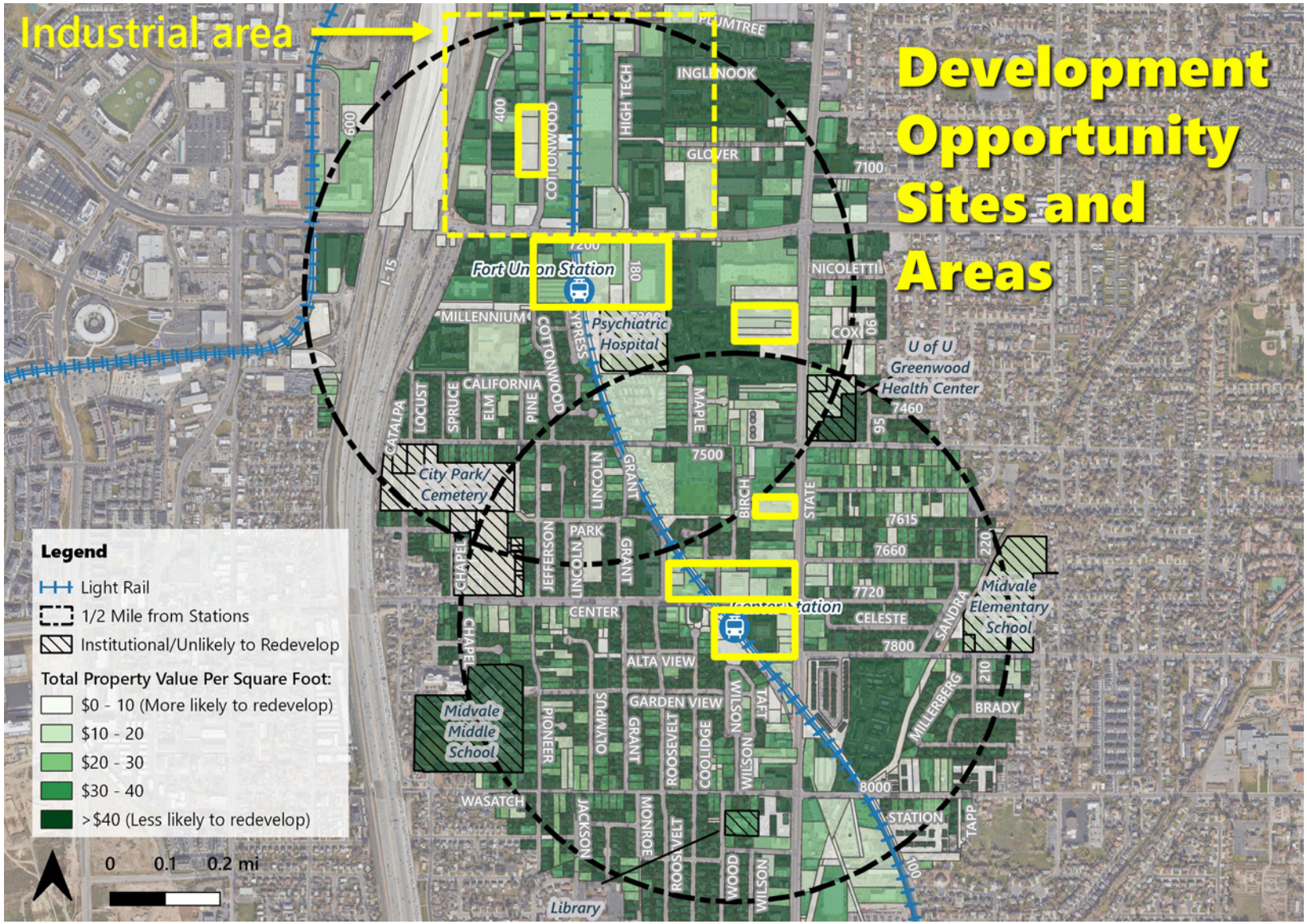


Figure 2.38 Potential Sites Near Station Areas

03
Preferred Plan




MIDVALE
CENTER DISTRICT

03 PREFERRED PLAN

Built upon the foundation identified through existing conditions analysis, and developed in collaboration with the Steering Committee, this chapter outlines the preferred vision and associated plan for the future of the Fort Union and Center Station Areas in Midvale City. A series of scenarios show various levels of redevelopement and types of changes within each station area. These scenarios aided conversations with the Steering Committee towards a preferred plan, which also included numerous meetings with the Midvale City Council, as well. The process of development will be followed by the vision(s) for each of the stations along with key recommendations to achieve the vision.

Each section will present the future desired conditions for the future land use, transportation connections, urban form, public space, and phasing once each station vision has been achieved. Implementation will be the focus of the following chapter.



Figure 3.1 Midvale Steering Committee Design Workshop

OPTIONS CONSIDERED

Scenario 1: No Change

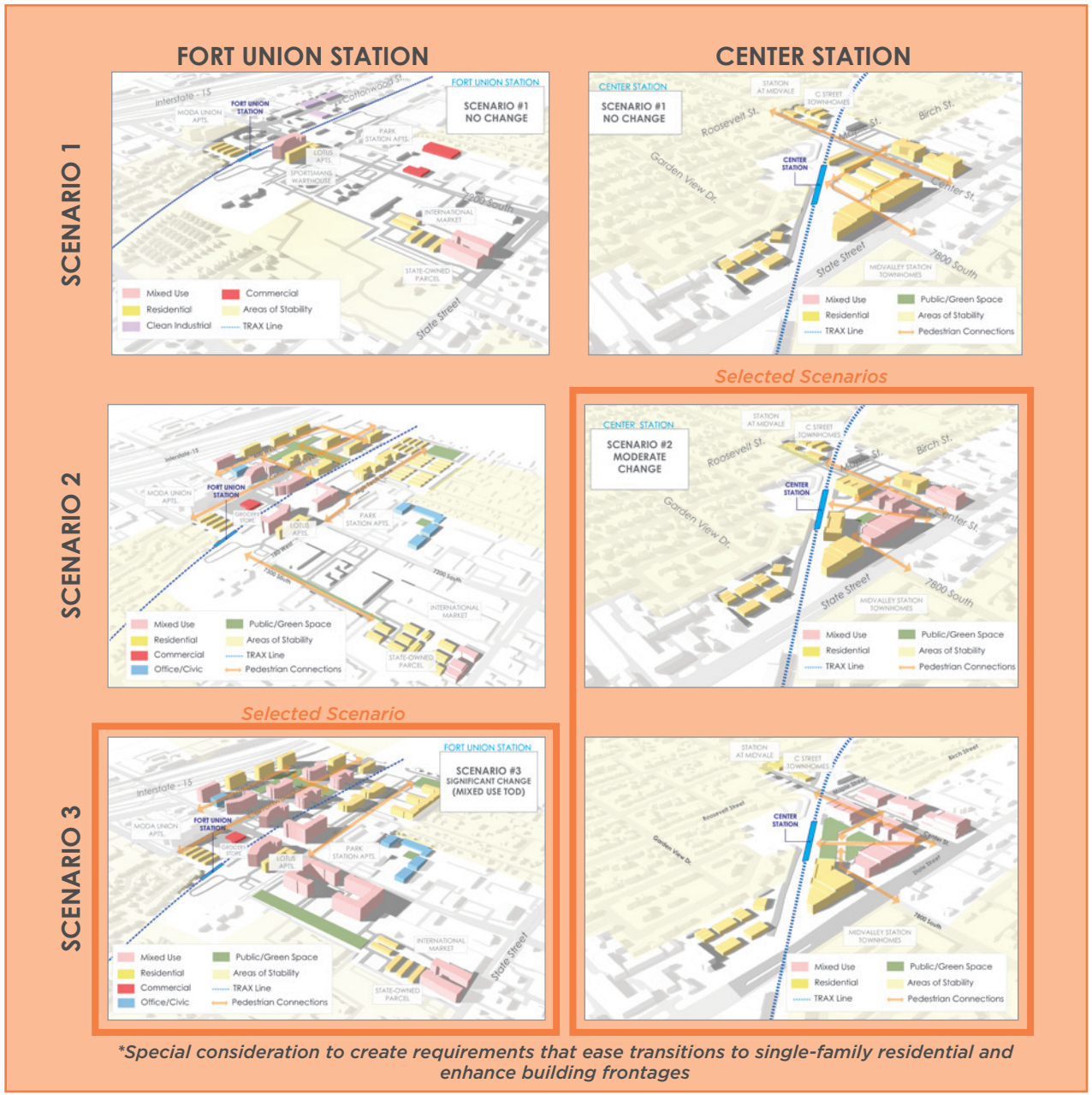
- No changes to zoning
- 3 stories within the TOD Zone
- 6 to 7 stories with TOD Overlay Zone (for areas directly adjacent to the State Street/ 7200 South
- Low investment from City
- 'More of the same' opportunities

Scenario 2: Moderate Change

- Update Zoning*
- 4 - 7 stories (with higher density near State Street/7200 South or other collector streets)
- Moderate investment from City
- Moderate opportunities and developer desirability

Scenario 3: Significant Change (Mixed- Use TOD)

- Rezone to TODO*
- 5-7 stories (with higher density near State Street/7200 South or other collector streets)
- High investment from City
- High opportunities and developer desirability



**Special consideration to create requirements that ease transitions to single-family residential and enhance building frontages*



FORT UNION STATION

The Fort Union Station Area is a welcoming gateway which presents an opportunity to live in a walkable neighborhood in Midvale, with ample opportunities to also work and play. As a gateway to the community, it welcomes residents and visitors to explore Midvale's diverse cultures and key destinations.

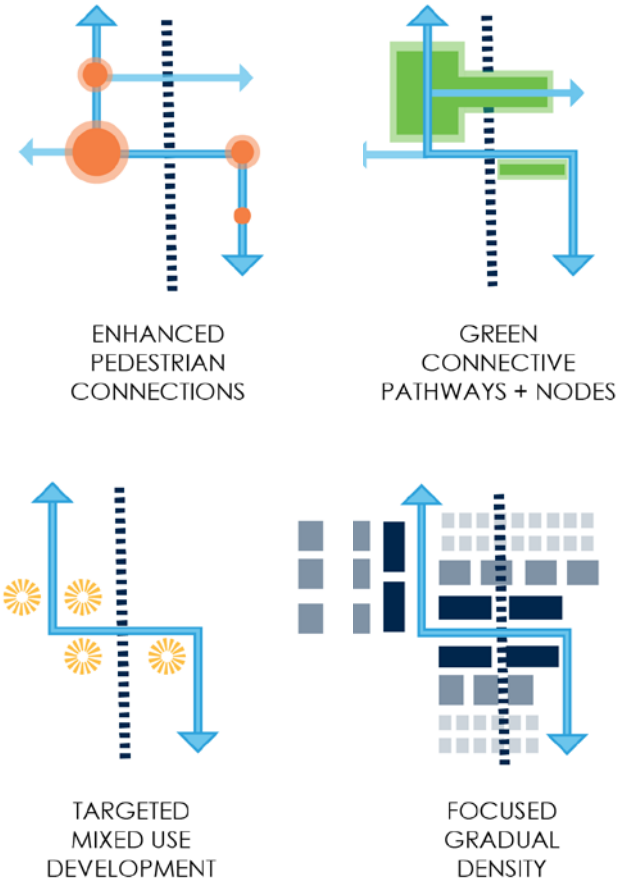


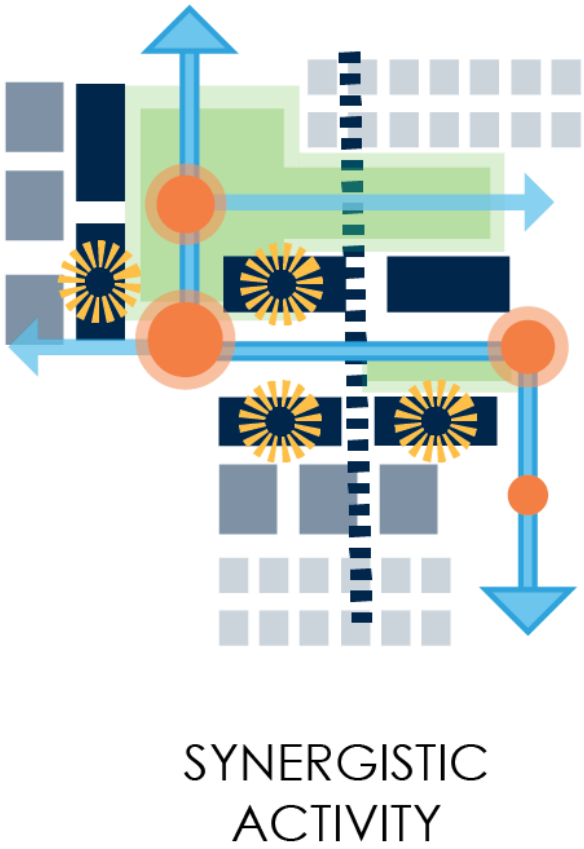
ACHIEVING THE VISION

Fort Union Station Key Ideas

These key ideas aim to generate activity around the Fort Union TRAX Station that can improve transportation connections and support potential future housing options, commercial development, green space, and public spaces.

Concentrating mixed-use and density in specific areas of the site can ensure that new development can be economically-sustained and the existing neighborhood character can be preserved.





EXISTING SITE CONTEXT

The Fort Union Station Area is between three major corridors, Interstate 15, 7200 South, and State Street. The singe- family neighborhoods are defined within the Area of Stability, or the locations least likely to change or be redeveloped. Existing commercial and clean industrial currently occupy the land along the main corridors and have buildings oriented towards the rear, leaving large parking lots in the front to accommodate for vehicular movements. East-west pedestrian connections to the Fort Union TRAX Station from adjacent neighborhoods are limited and many pedestrians walk through the parking lots as a more convenient route.

LEGEND

- Half-Mile Buffer
- TRAX Line
- Area of Stability

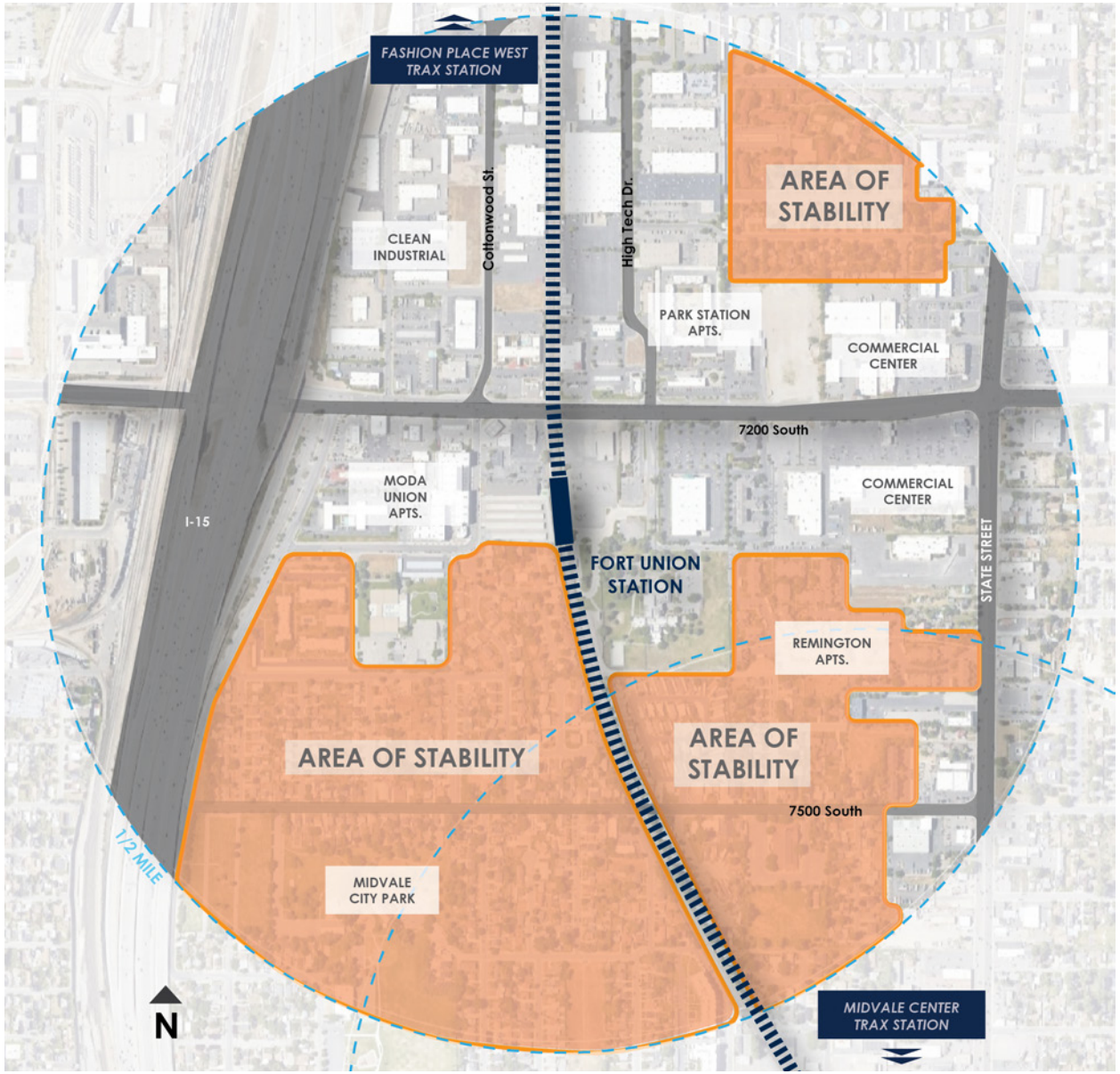


Figure 3.2 Fort Union Station Existing Site Context

PROPOSED FIRST- & LAST-MILE CONNECTIONS

Connected east- west routes throughout the site can encourage access to existing transit stops and services along State Street and 7200 South. Pedestrian desire lines, shown in yellow, demonstrate the natural movement of pedestrians from the station and to existing and anticipated development in the area. New connections in red are potential pedestrian/cycling routes aimed to increase access to the station and other future biking facilities for residents in nearby neighborhoods.

PLANNED REGIONAL CONNECTIONS
- On-Street Facilities
- Off-Street Facilities

RECOMMENDED FIRST-LAST-MILE CONNECTIONS
- On-Street Facilities
- Off-Street Facilities
- New Connection
- Crossing Improvements
- Pedestrian Desire Lines

LEGEND
- Bus Stops
- TRAX Line

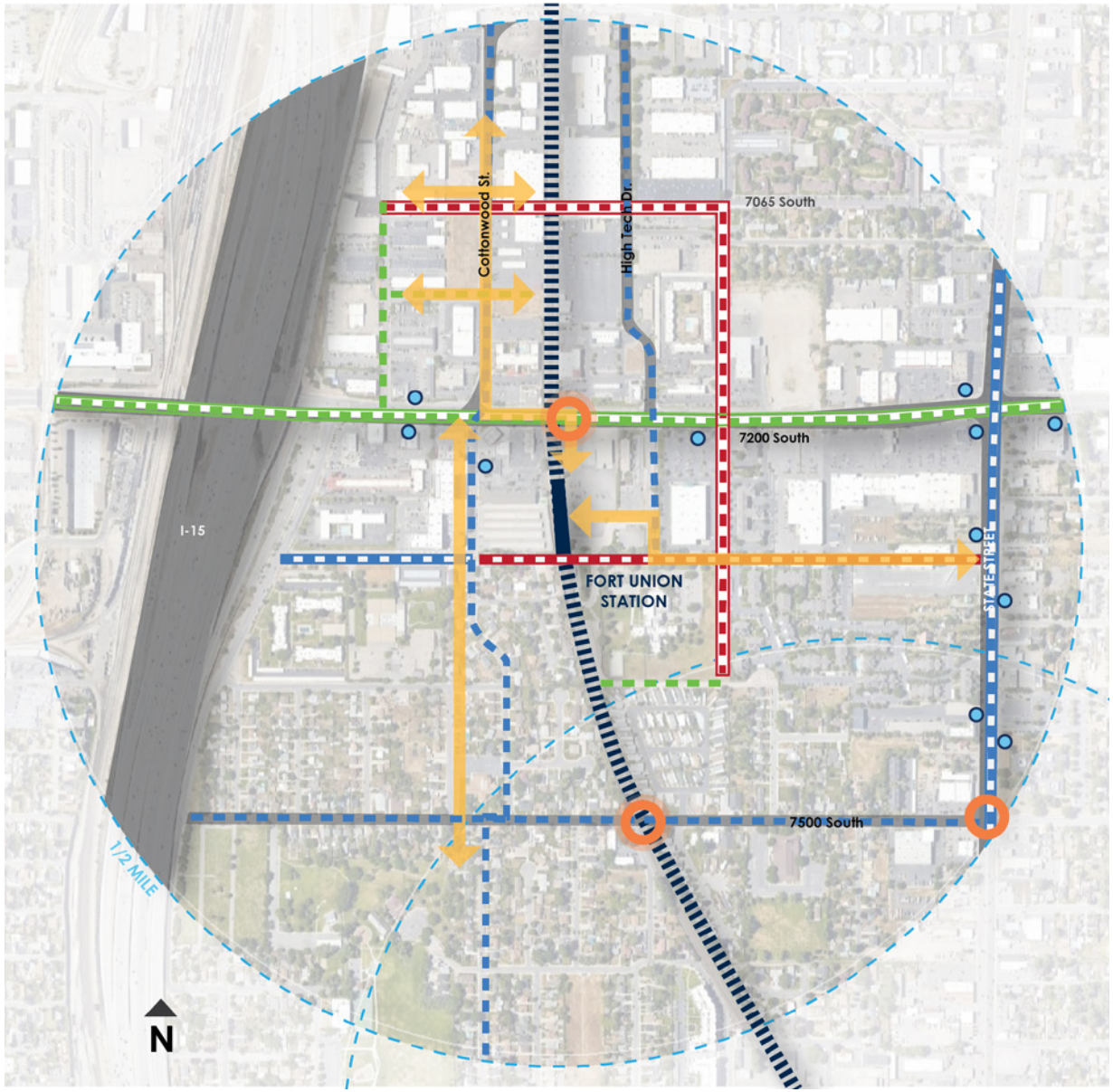


Figure 3.3 Fort Union Station Connections

LAND USE & PROGRAM

North of 7200 South currently is primarily zoned light industrial. With access to Interstate 15 and the Fort Union TRAX Station, incorporating a mix of higher density housing that could better serve the community is recommended. This area could provide a variety of housing options, particularly for citizens that depend on public transportation.

Mixed-use along 7200 South would help encourage new office and retail spaces, providing opportunities for employment. Depending on market conditions, there may be more oppportunity in the future to support mixed-use along Cottonwood Street. A commercial area that provides a grocery store would serve newer developments and the surrounding neighborhoods with a walkable option to do everyday shopping. Increasing connectivity with green corridors and sidewalks will encourage biking and walking.

LAND USE

- Residential
- Mixed-Use
- Commercial
- Civic
- Area of Stability

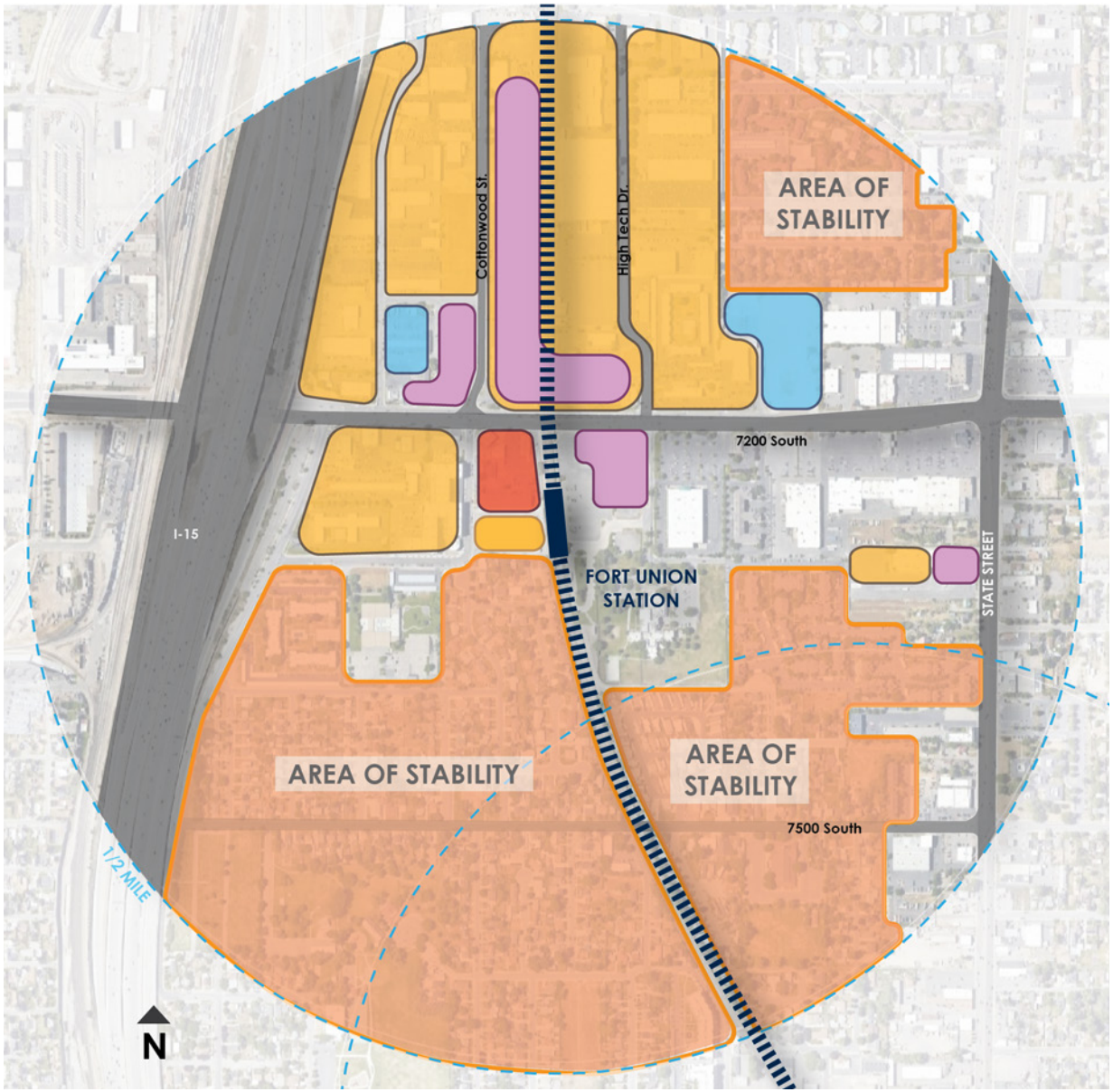


Figure 3.4 Fort Union Station Land Use and Program

URBAN FORM, PUBLIC SPACES, & LANDSCAPE

The following are major urban design elements featured in the proposed concept plan for the Fort Union Station Area:

- Increased mid-block connections and potential enhanced walking/ biking facilities
- Denser mixed-use residential development oriented to transit and along 7200 South and potentially Cottonwood Street with low rise row style development transitioning to single-family residential
- Key Elements: Grocery store, linear green spaces, walkways, public plazas, street trees, etc.

USES

- Residential
- Mixed-Use
- Commercial
- Civic
- Green space/Public Space
- Area of Anticipated Change
- Nodes
- Pedestrian Desire Lines

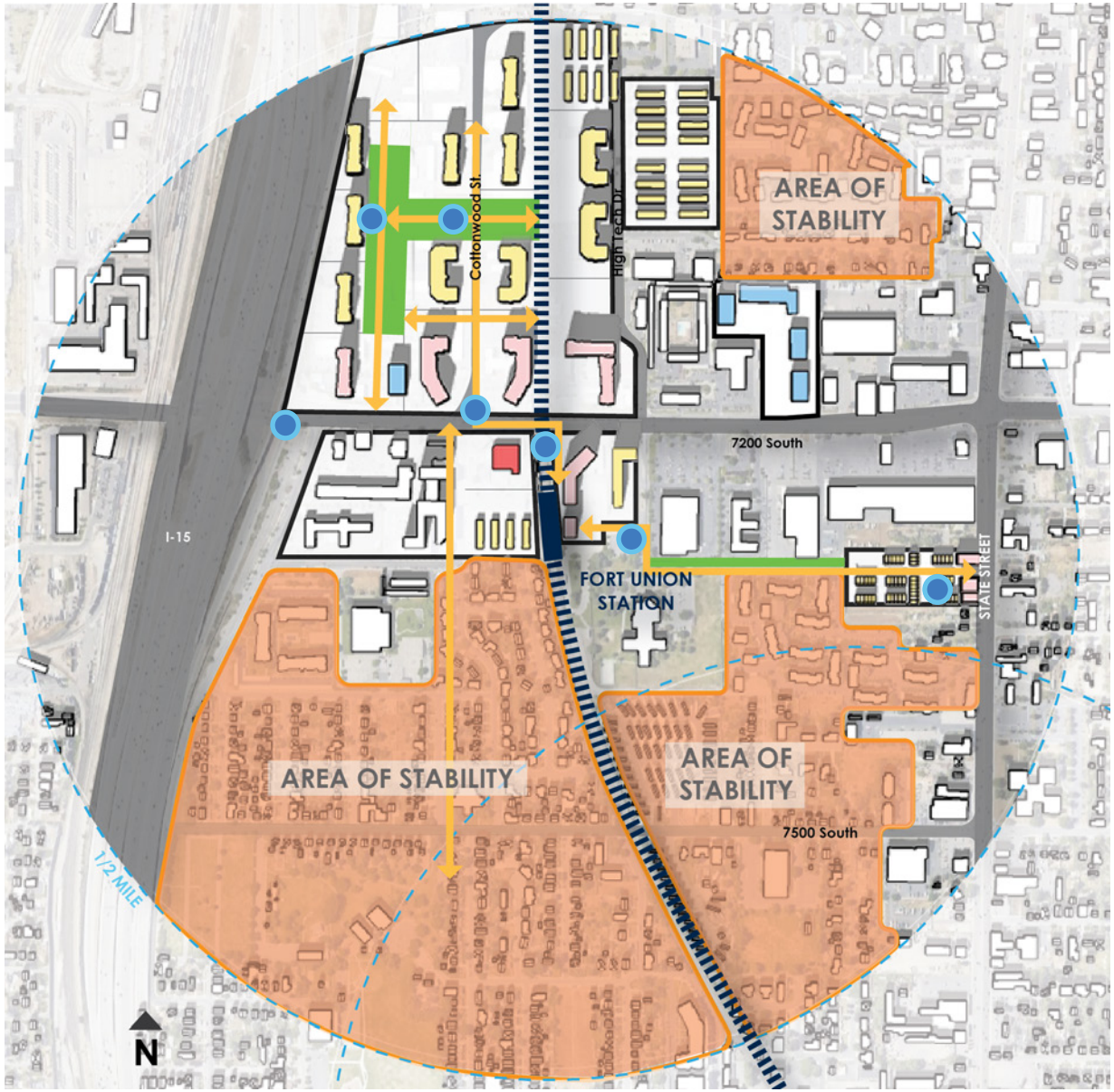


Figure 3.5 Fort Union Station Proposed Concept and Recommendations

URBAN FORM, PUBLIC SPACES, & LANDSCAPE

The increased residential and mixed-use zoning would greatly change the urban form from the current condition. Buildings would primarily be 4-7 stories and accommodate a variety of housing needs for the area. Building masses would form new green spaces for residents and a linear green space would provide a strong north-south pedestrian connection. Town homes and other less dense housing options adjacent to existing single-family housing could help address concerns related to adding too much high-density housing.

Street trees and landscaping would play an important role in the beautification of this area of 7200 South and provide some amenities to encourage more pedestrian and multi-modal transportation.

LAND USE

- Residential
- Mixed-Use
- Commercial
- Civic
- Green Space



Figure 3.6 Fort Union Station Proposed Plan Illustration

POTENTIAL REDEVELOPMENT PHASING

Potential redevelopment phasing has been predicted based on the recommended zoning regulations and assumptions around property owner willingness, ability to obtain or group parcels, and the site's overall likeliness to be redeveloped. See Page 102 for details about redevelopment on key properties at the Fort Union Station Area.

1. Denser Mixed-use Residential (Shared Parking structure with UTA)
2. Designated Housing + Transit Reinvestment Zone (HTRZ) - Mixed-use along 7200 South
3. Mixed Use along frontage and town homes to the rear (State-Owned Parcel)
4. Town homes near single-family residential
5. Potential redevelopment area

PHASE PRIORITY

- High Priority
- Medium Priority
- Low Priority
- Future Priority

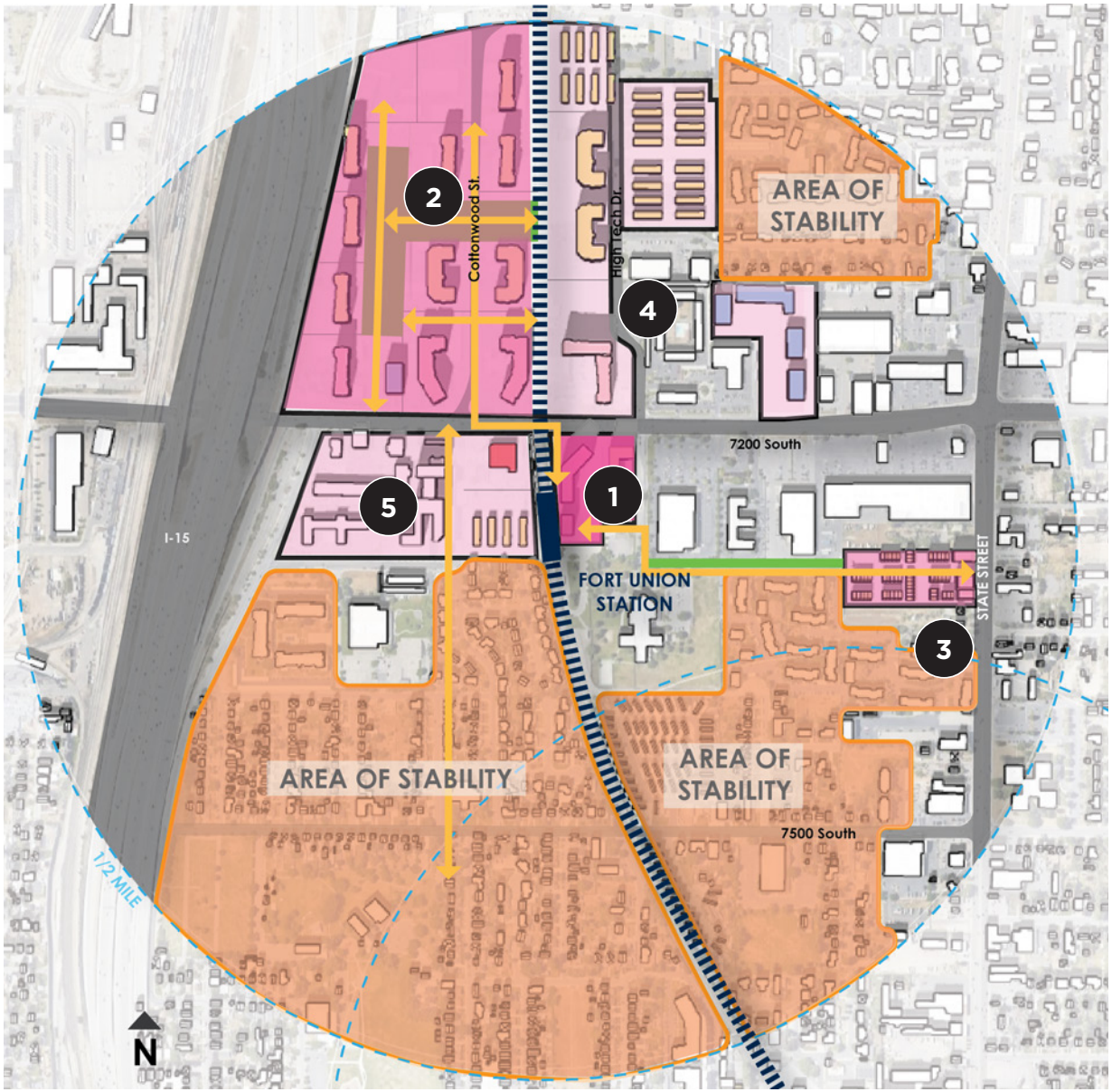


Figure 3.7 Fort Union Station Potential Redevelopment Phasing

PREFERRED PLAN

Fort Union Station

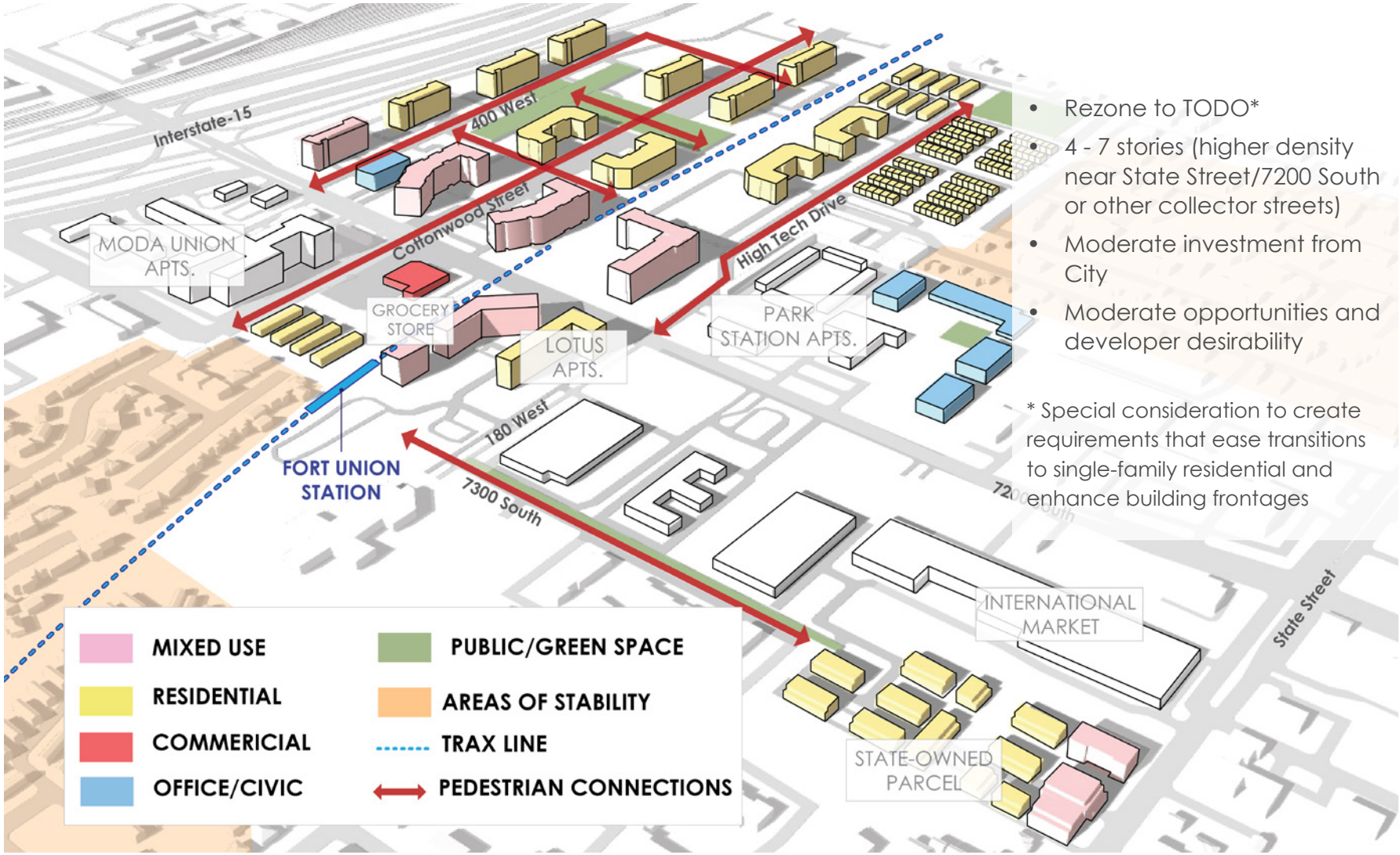
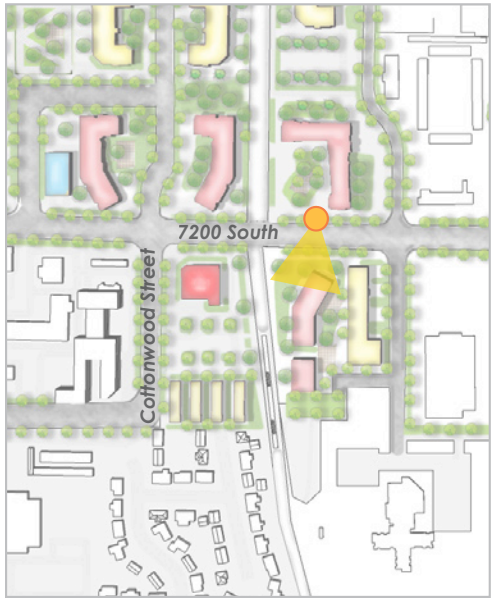


Figure 3.8 Bird's Eye View of Fort Union Station Proposed Plan

EXISTING CONDITION

This area adjacent to the TRAX Station is primarily vacant surface parking. Aside from it's underutilized function, it does little to serve the community and it's vast expanse of hardscape increases heat island and deters pedestrians from using this corridor. There is a lack of landscape and amenities in this area that would attract people to this location for any other reason than parking.



View Key Plan



Figure 3.9 Existing Parking Lot Near Fort Union Station on 7200 South

HIGH IMPACT AREA

Fort Union Station



Figure 3.10 Future Proposed View From 7200 South to the Fort Union Station

SOCIAL SPACES & PLACEMAKING

Fort Union Station



Figure 3.11 Recommended Strategies for Placemaking and Social Spaces at Fort Union Station



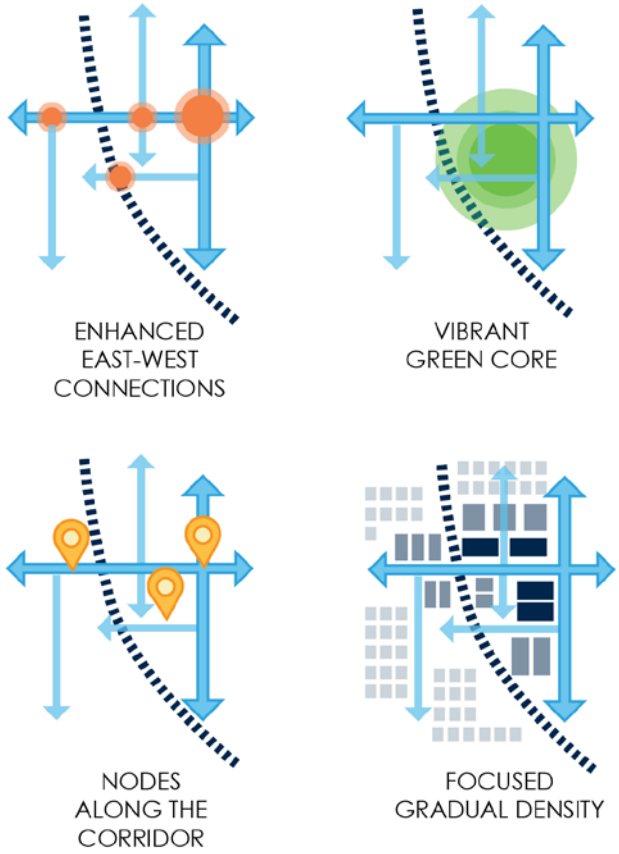
CENTER STATION

As the vital crossroads of regional transportation access, which lies in the heart of Midvale, the Center Station Area is a key intersection with infrastructure to support activities and events which evoke a strong sense of place and pride for the diversity, vitality, and opportunity in Midvale.

ACHIEVING THE VISION

Center Station Key Ideas

These key ideas aim to generate activity and a sense of community around the Center TRAX Station. Elements of these improvements are east and west transportation connections, and support future housing options, commercial development, green space, and public spaces.



Together these elements create a strong focal point for the area while encouraging movement to nearby destinations and neighborhoods. Focusing mixed-use and density in specific areas of the site can ensure that new development can be economically-sustained and existing neighborhoods can be preserved.



EXISTING SITE CONTEXT

The Center Station Area encompasses three main corridors, State Street, Center Street, and 7500 South. The area is a southern gateway to Midvale City as transit riders south using the Historic Sandy TRAX Station enter. Most of the area is surrounded by established single-family neighborhoods shown within the Area of Stability and are least likely to change or be redeveloped. Key sections of the site are newer developments like Stations at Midvale Town Homes, Majestic Town Homes, and Midvalley Station Townhomes. Key amenities to the site are Midvale City Park, the University of Utah Greenwood Health Center, and other local services along State Street.

LEGEND

- Half-Mile Buffer
- TRAX Line
- Area of Stability

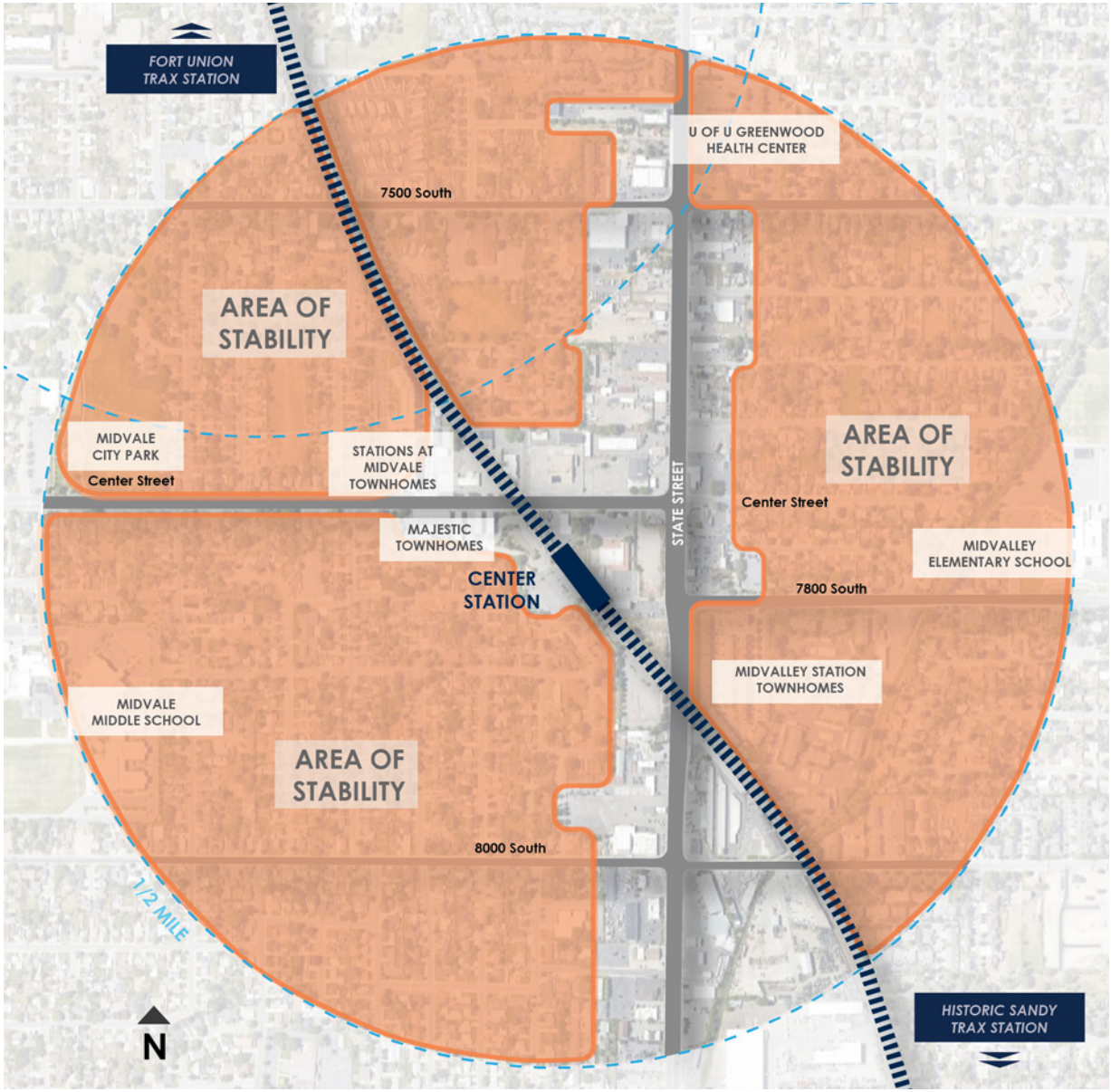


Figure 3.12 Center Station Existing Site Context

PROPOSED FIRST- & LAST-MILE CONNECTIONS

Several active transportation facilities are proposed to improve east- and west- connections from State Street west onto Center Street as a major route to destinations like Midvale City Park and Midvale Main Street. Crossing improvements on Center Street and major intersections are also identified. New connections in red are potential pedestrian/cycling routes aimed to increase access to the station and other future biking facilities for residents in nearby neighborhoods.

PLANNED REGIONAL CONNECTIONS
- On-Street Facilities
- Off-Street Facilities

RECOMMENDED FIRST-LAST-MILE CONNECTIONS
- On-Street Facilities
- Off-Street Facilities
- New Connection
- Crossing Improvements
- Pedestrian Desire Lines

LEGEND
- Bus Stops
- TRAX Line

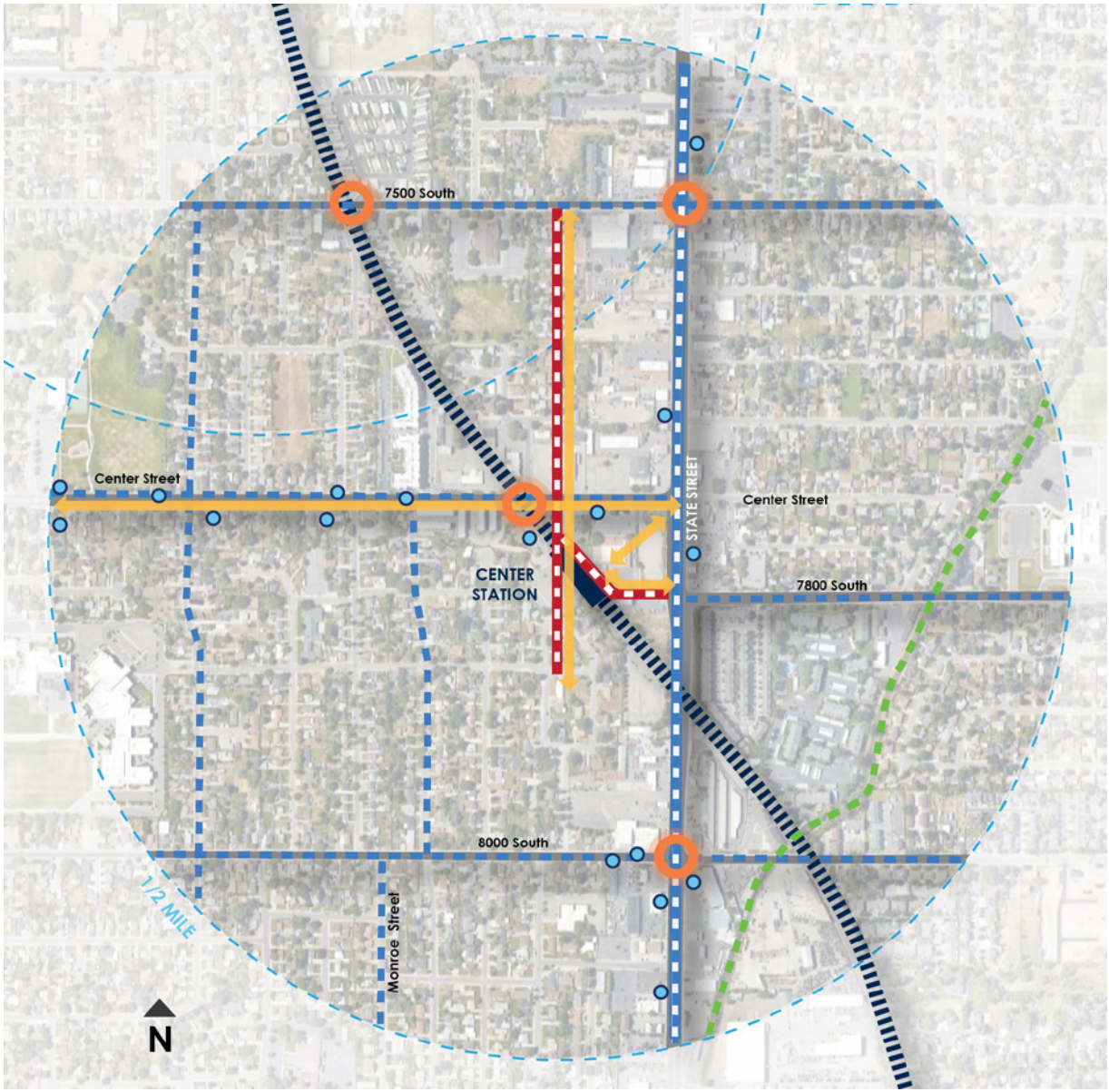


Figure 3.13 Midvale Center Station Connections

LAND USE & PROGRAM

Building upon the Midvale State Street Study, this area at State Street and Center Street could be a new community center for Midvale. Incorporating and updating mixed-use zoning at this key junction could add some needed vibrancy to this mostly vacant space. The Center Station TRAX Station presents an opportunity to help encourage the development of this area and increase housing options and connectivity along this corridor. Along with mixed-use, additional higher density housing options could benefit and serve the station. There is careful consideration to the surrounding neighborhoods and their requests to not include higher density housing too close to these neighborhoods. The TRAX line provides a separation between this higher density housing and these single-family neighborhoods.

LAND USE

- Residential
- Mixed-Use
- Area of Stability

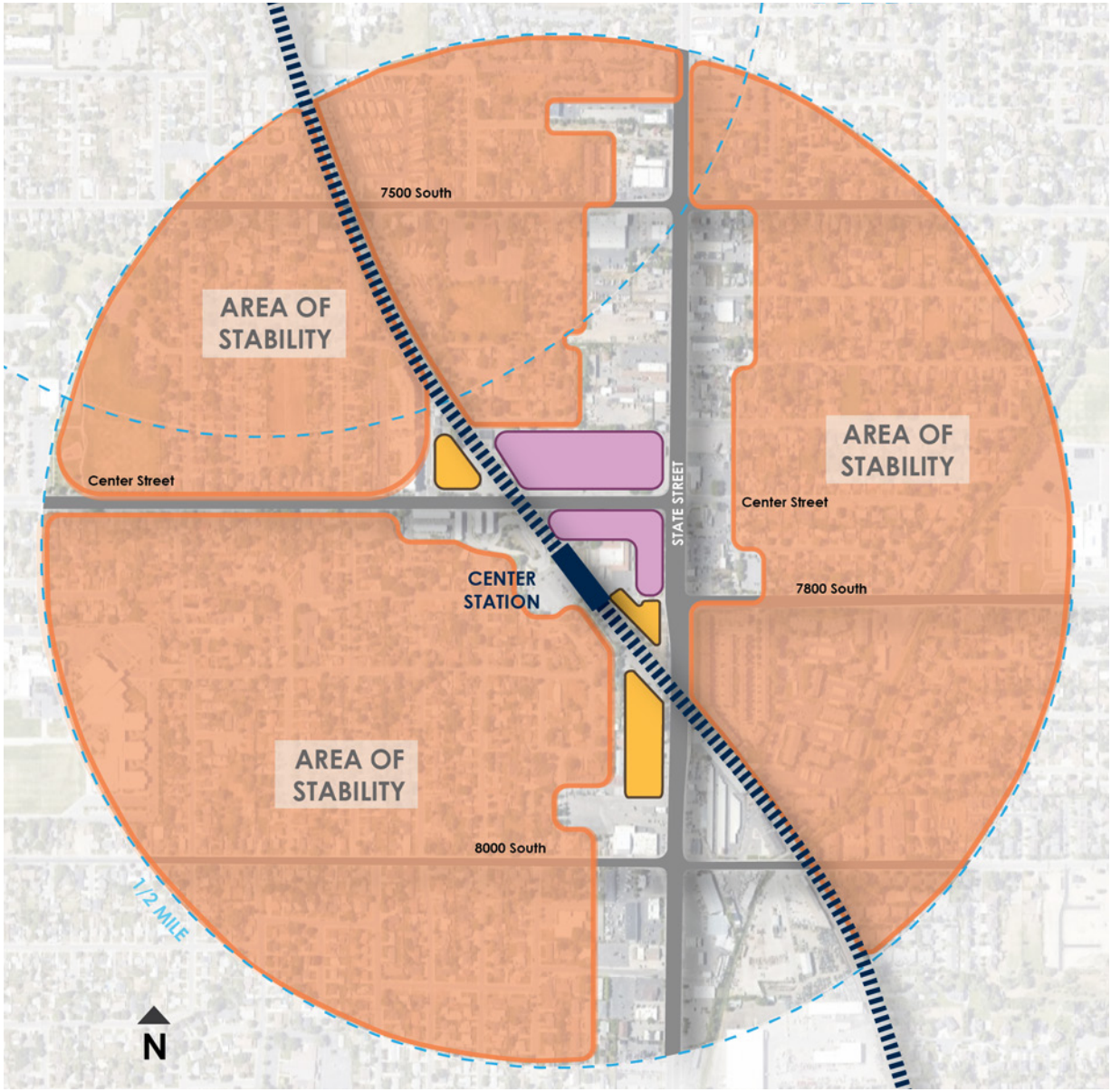


Figure 3.14 Fort Union Station Land Use and Program

URBAN FORM,PUBLIC SPACES, & LANDSCAPE

The following are major urban design elements featured in the proposed concept plan for the Center Station Area:

- Mid-block access to TRAX station, enhanced crossings, and streetscape improvements
- Denser mixed-use residential near the station and along major corridors with row style residential to transition to single family residential to the south
- Key Elements: Central green space, engaging walkways, flexible placemaking and gateway signage along Center Street

USES

- Residential
- Mixed-Use
- Green space
- Anticipated Area of Change
- Pedestrian Desire Lines
- Nodes

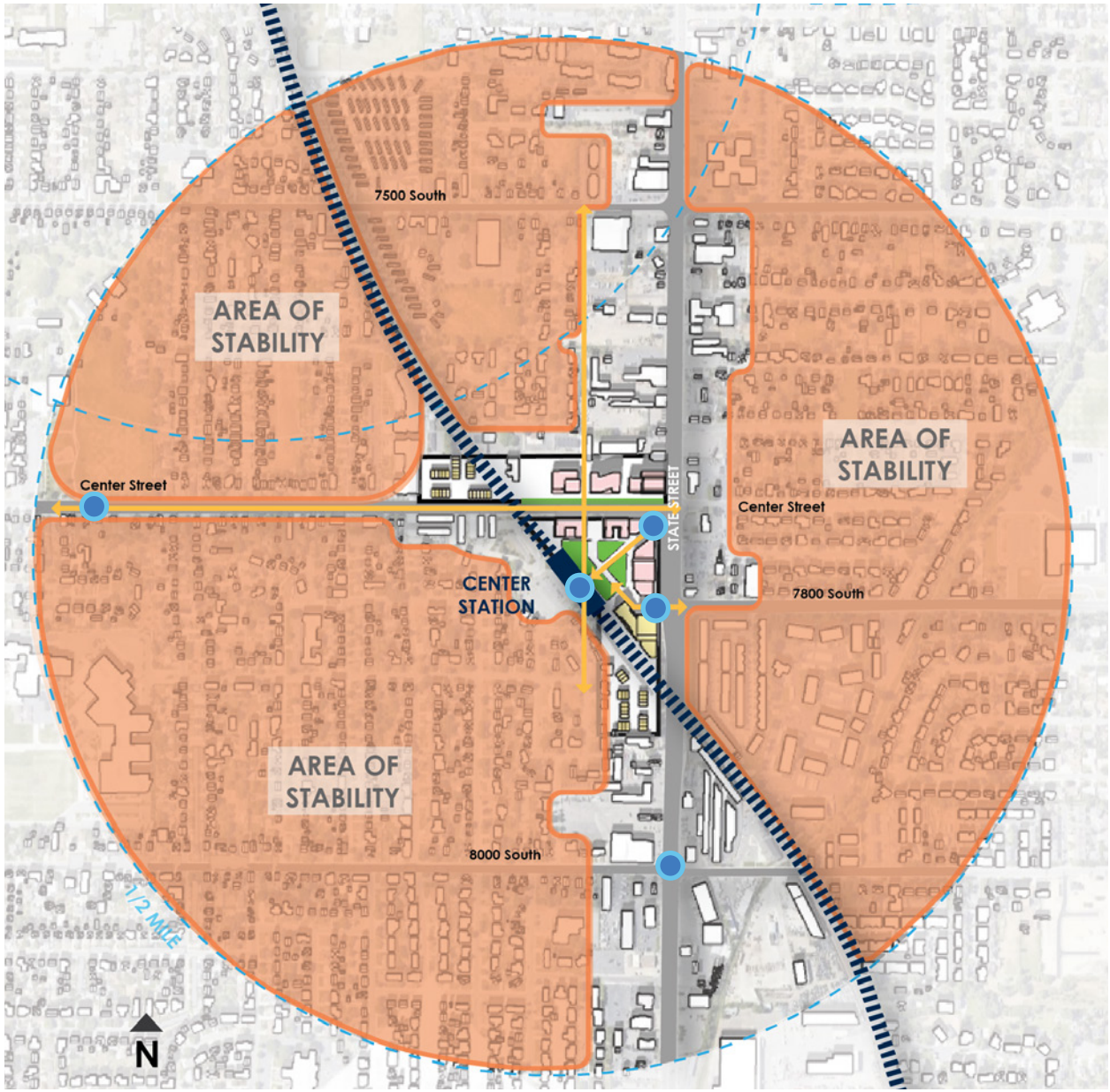


Figure 3.15 Center Station Proposed Concept and Recommendations

URBAN FORM,PUBLIC SPACES, & LANDSCAPE

The Center Station Area may include new mixed-use and higher density housing options. The spaces between buildings have the potential to create new outdoor dining, pedestrian walkways and community greenspace connecting to the adjacent TRAX Station. Increasing landscape to include street trees, outdoor pavilions, and lawn areas for community to gather could help provide a vibrant civic space. Increased ridership for the TRAX Station would be driven by nearby residents who would benefit from the convenience of this stop. These open spaces and improved pedestrian walks would improve first- and last-mile connection.

To access the housing development to the south, an entrance from State Street would likely need to occur. Access from Taft Street was considered, however given current circumstances today the residents in the neighborhood expressed concern due to current crime and safety issues at the UTA owned park-and-ride site. If at a future date the UTA property is redeveloped including amenities which the residents would desire walkability, access from Taft Street to the station area could be reconsidered.

LAND USE

Residential
Green Space
Mixed-Use

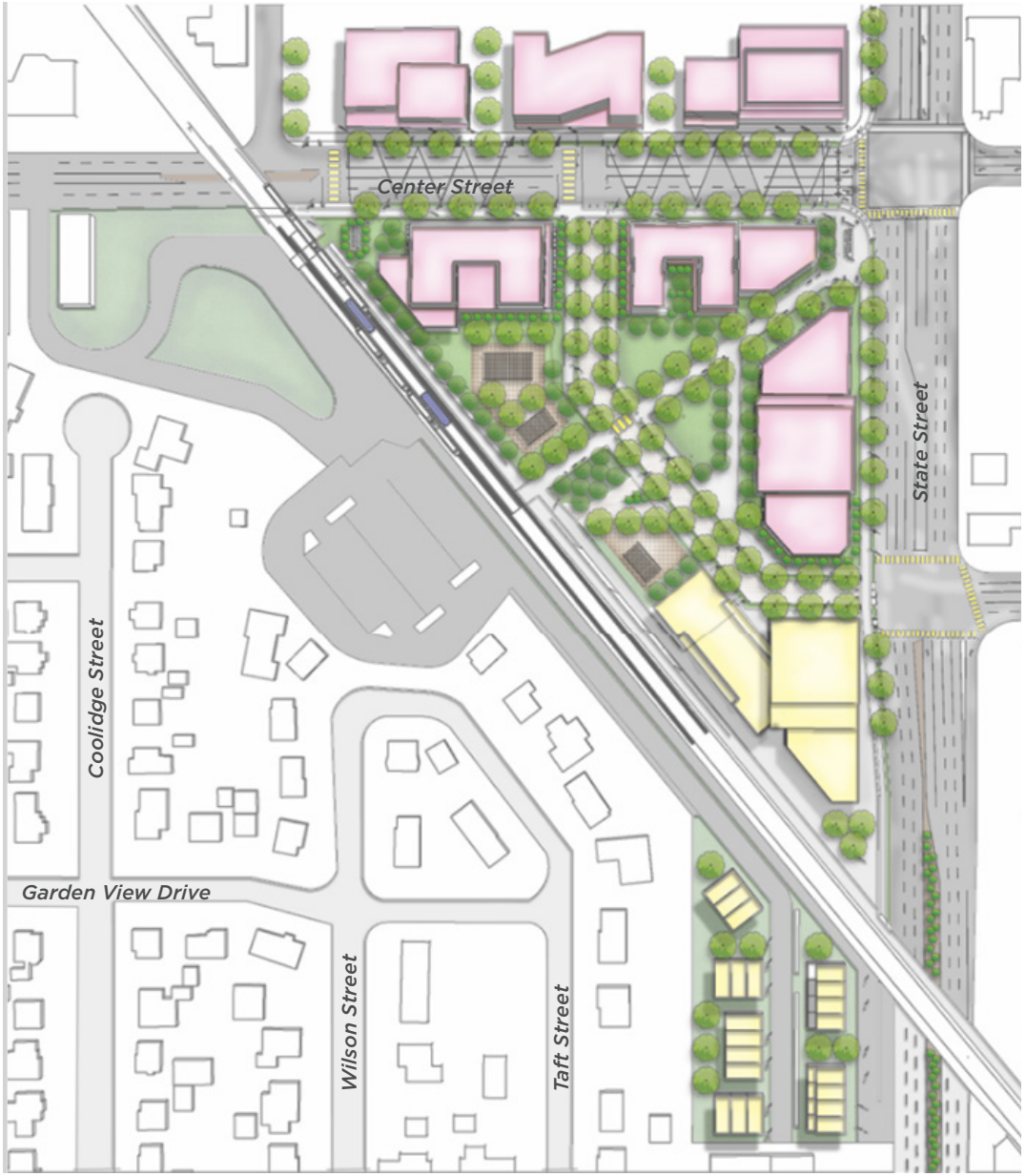


Figure 3.16 Center Station Proposed Plan Illustration

POTENTIAL REDEVELOPMENT PHASING

Potential redevelopment phasing has been predicted based on the recommended zoning regulations and assumptions around property owner willingness, ability to obtain or group parcels, and the site's overall likeliness to be redeveloped. See Page 103 for details about redevelopment on key properties at the Center Station Area.

1. Planned town home development
2. Active mixed-use along frontage with an engaging center with green space and apartments to the rear with shared parking structures
3. Less dense housing/town homes near single-family residential
4. Mixed-use along Center Street

PHASE PRIORITY

- High Priority
- Medium Priority
- Low Priority
- Future Priority

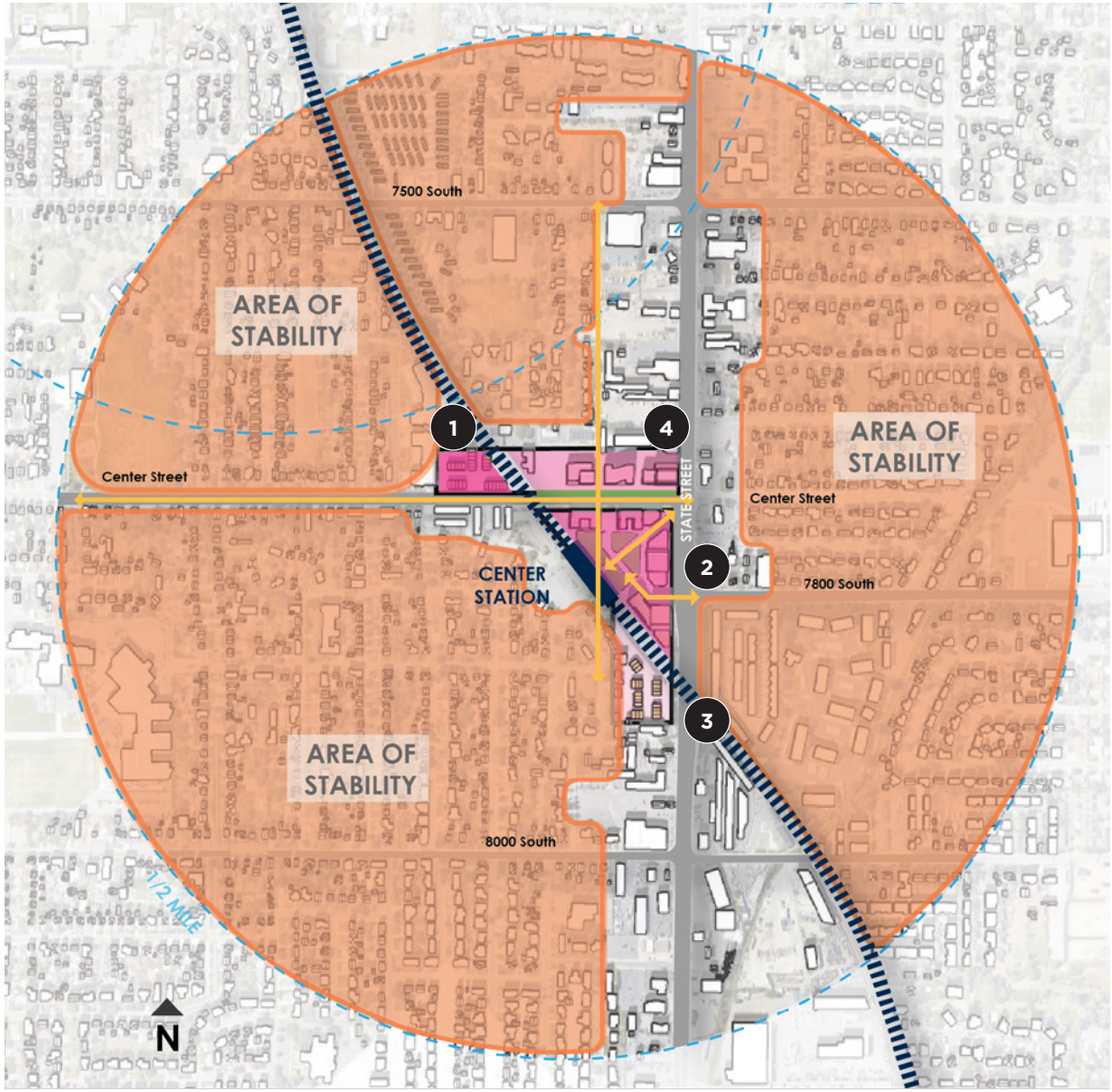


Figure 3.17 Fort Union Station Potential Redevelopment Phasing

PREFERRED PLAN

Center Station

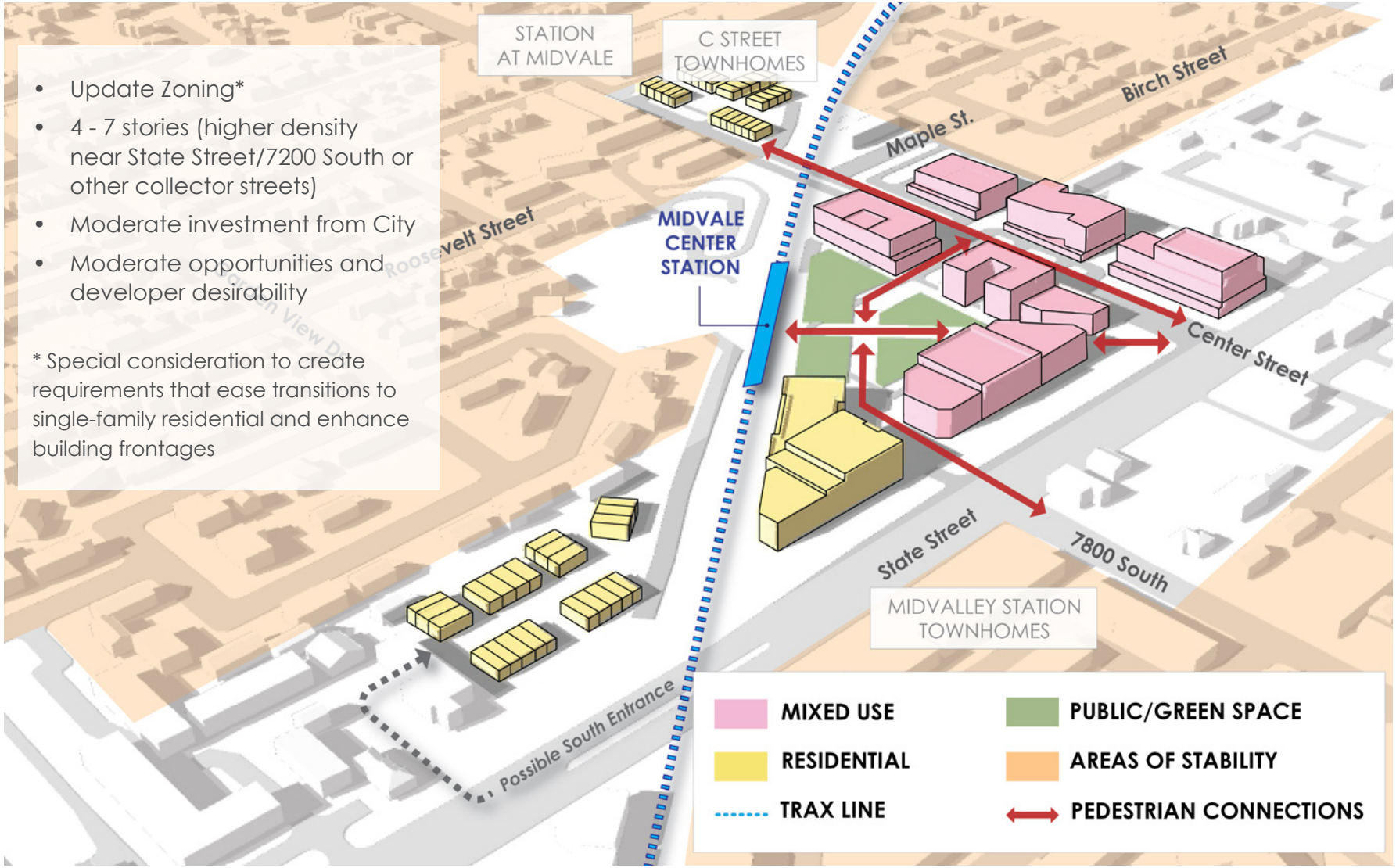
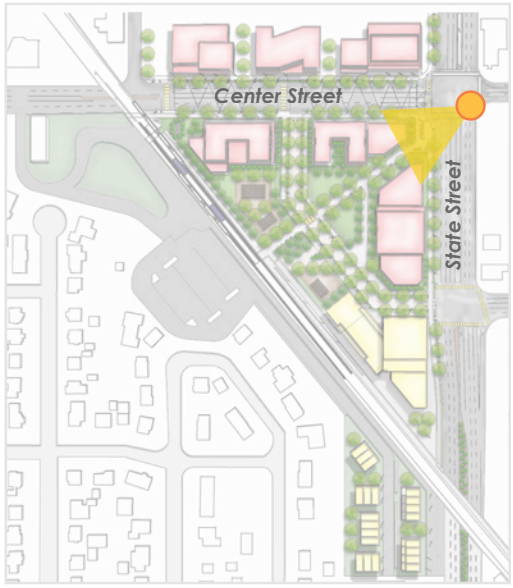


Figure 3.18 Bird's Eye View of Center Station Proposed Plan

EXISTING CONDITION

Currently this corner of the intersection of Center Street and State Street only has a single-story safety and emissions testing business. Most of the surrounding area is vacant and underutilized except for the large post office west of this building. Today, this busy intersection is best suited for vehicular transportation and current conditions are hostile to pedestrians and cyclists.



View Key Plan



Figure 3.19 Existing Southwest Corner of Center Street and State Street

HIGH IMPACT AREA
Center Station



Figure 3.20 Future Proposed West View From State Street to Center Station and Center Street

SOCIAL SPACES & PLACEMAKING

Center Station



Figure 3.21 Recommended Strategies for Placemaking and Social Spaces at Center Station

ALTERNATIVE SCENARIO WITH POST OFFICE

This alternative option could be seen as potential final design or just a phase for the design while the Post Office remains in its current location. The Post Office provides a challenge to developing the desired internal green community space adjacent to the TRAX station.

However, development for this area could still be maintained along State Street. The current path to the TRAX station from State could remain, expanded and enhanced to provide a better connection to TRAX and potentially be worked into the non-Post Office scenario as part of the internal circulation road. The continuity of street wall would be disrupted along Center Street if the post office remains also as the primary entrance to the post office is along this street. Some green space could be maintained adjacent to the post office but it would be greatly reduced and not nearly well connected to the community when compared to the preferred scenario for the Center Station Area.

LAND USE

Residential
Green Space
Mixed-Use

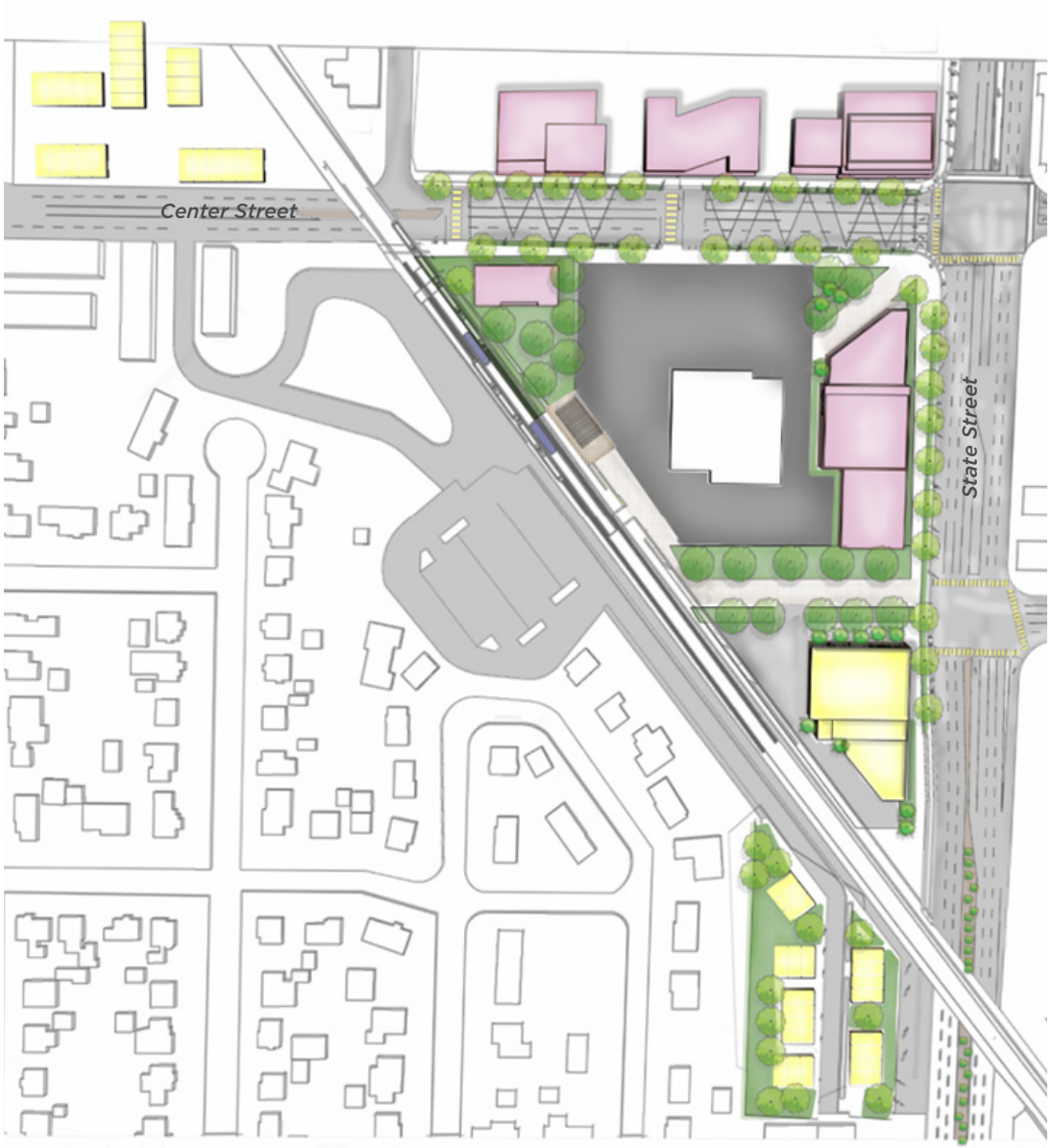


Figure 3.22 Center Station Proposed Plan Illustration If the Post Office Remains

PREFERRED PLAN: ALTERNATE SCENARIO

Center Station

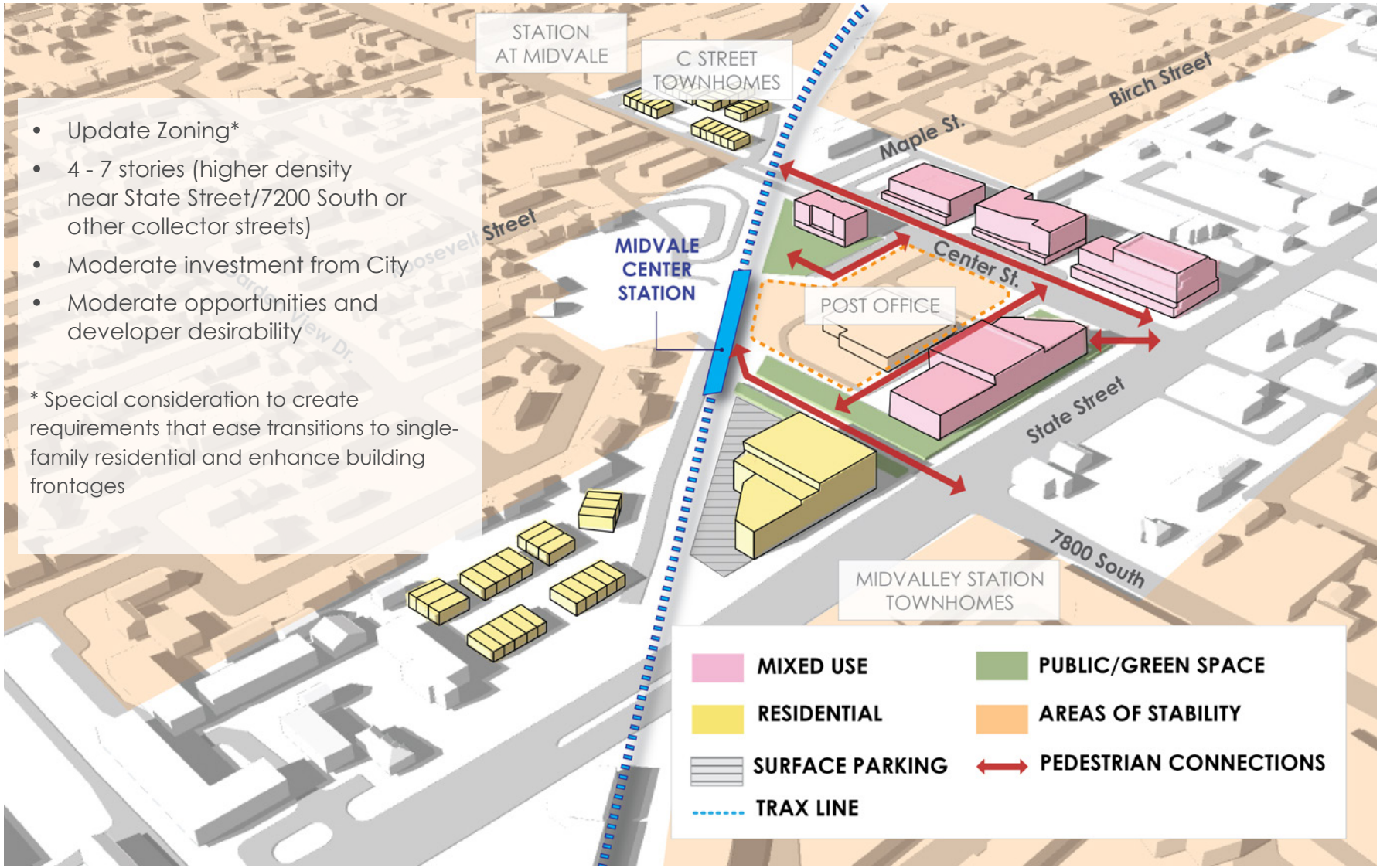


Figure 3.23 Bird's Eye View of Center Station Proposed Plan If the Post Office Remains

ACTIVE TRANSPORTATION RECOMMENDATIONS

Figure 3.26 illustrates the active transportation facility recommendations within the boundaries of Midvale City, specifically emphasizing a half-mile buffer from TRAX Stations, as an expected walking or biking catchment area for travelers to access a fixed transit station. A station's catchment area refers to the area that is accessible from that station within a 10-minute walk or a half-mile. The planned facilities from the Mid-Valley Active Transportation Plan and WFRC Draft Regional Transportation Plan (RTP) are depicted as dashed lines. Additionally, solid and dashed lines represent the recommended facilities identified from this study, which primarily focus on first/last-mile connections and were influenced by Midvale City, agency, and stakeholder input, as well as previous planning efforts.

As part of this study, it is advised to implement a behind-curb shared use path along the 7200 South corridor and a barrier-separated bike lane on both sides of State Street. Given the future developments taking place adjacent to 7200 South, it is crucial to enhance crossings such as Cottonwood Street and High Tech Drive, in order to improve accessibility for nonmotorized users in the vicinity. Additionally, the segment of 7200 South crossing under I-15 lacks safe crossings and adequate facilities for pedestrians and cyclists. This poses a significant concern, as numerous individuals utilize this corridor to reach the area west of I-15, including residents of the nearby homeless shelter. To ensure a comprehensive study of this corridor in the future, it is imperative to address these pressing issues and devise solutions that cater to the needs of all users.

Midvale City is in the process of developing a more detailed plan and recommendation for 7200 South to address connectivity and bicycle and pedestrian needs. The corridor study should consider recommendations from this plan. The corridor study will also further refine the recommendations for 7200 South based on right-of-way availability, business, stakeholder, and community input, local vision, and coordination with the Utah Department of Tranportation (UDOT). UDOT has been notified of the recommended facilities for the 7200 South and State Street corridors. UDOT and Midvale City are coordinated on these recommendations and will continue working together as needed for implementation. All involved agencies including Midvale City, UDOT, and UTA need to maintain their collaborative efforts in the future, whether for implementation or further study as required for these two corridors. The future studies shown in Figure 2.24 may further guide the considerations and active transportation recommendations for 7200 South.

FUTURE PLANS AND STUDIES RECOMMENDED

1. Midvale City 7200 South/ Fort Union Corridor Study
2. Midvale City Parks, Recreation, and Trails Master Plan
3. Midvale Main Street Urban Design Plan

Figure 3.24 Future Plans and studies Recommended.

ACTIVE TRANSPORTATION RECOMMENDATIONS

It is important to note that these two corridors are state-owned facilities, and the installation of the planned facilities necessitates further dialogue with UDOT. Given that these corridors experience high traffic volume and are located adjacent to TRAX stations, it is crucial to design infrastructure that prioritizes safety and comfort for all users.

Also, this study has identified five locations that require crossing improvements. These locations are as follows:

- 7200 South and TRAX Line crossing
- 7500 South and TRAX Line crossing
- 7500 South and State Street
- Center Street and TRAX Line crossing
- 8000 South and State Street

To establish a comprehensive first-last-mile connection network, six segments have been identified to create new connections. These segments include:

1. New connection to extend 7065 South to 400 West
2. New connection from 7440 South to 7065 South
3. New connection to extend 7310 South to 7300 South and to State Street
4. New connection from Center Station to 7500 South along Birch Street
5. New connection from Center Station to the neighborhood on the south through Wilson Street
6. Enhance the existing connection from Center Station to 7800 South

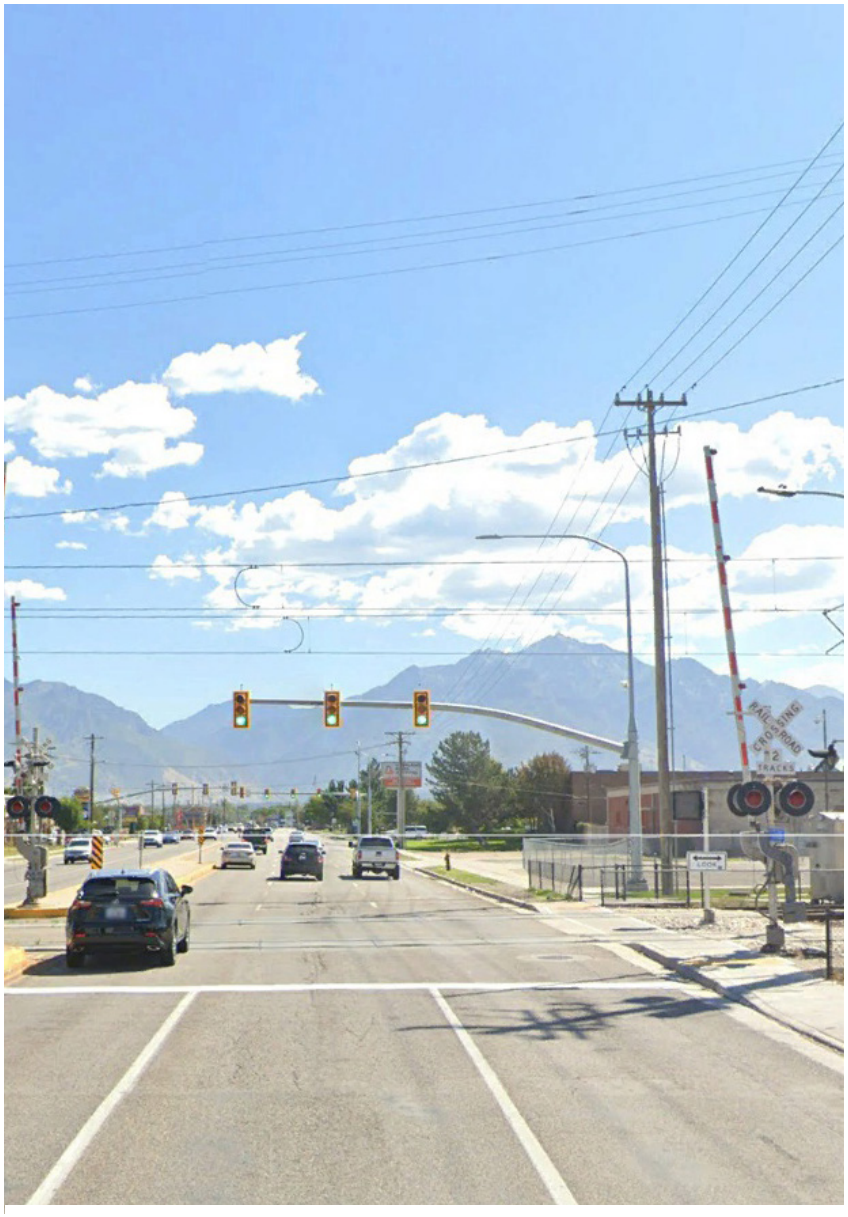


Figure 3.25. Recommended Crossing Improvement Site on 7200 South

TRANSPORTATION RECOMMENDATIONS

Station Area Planning

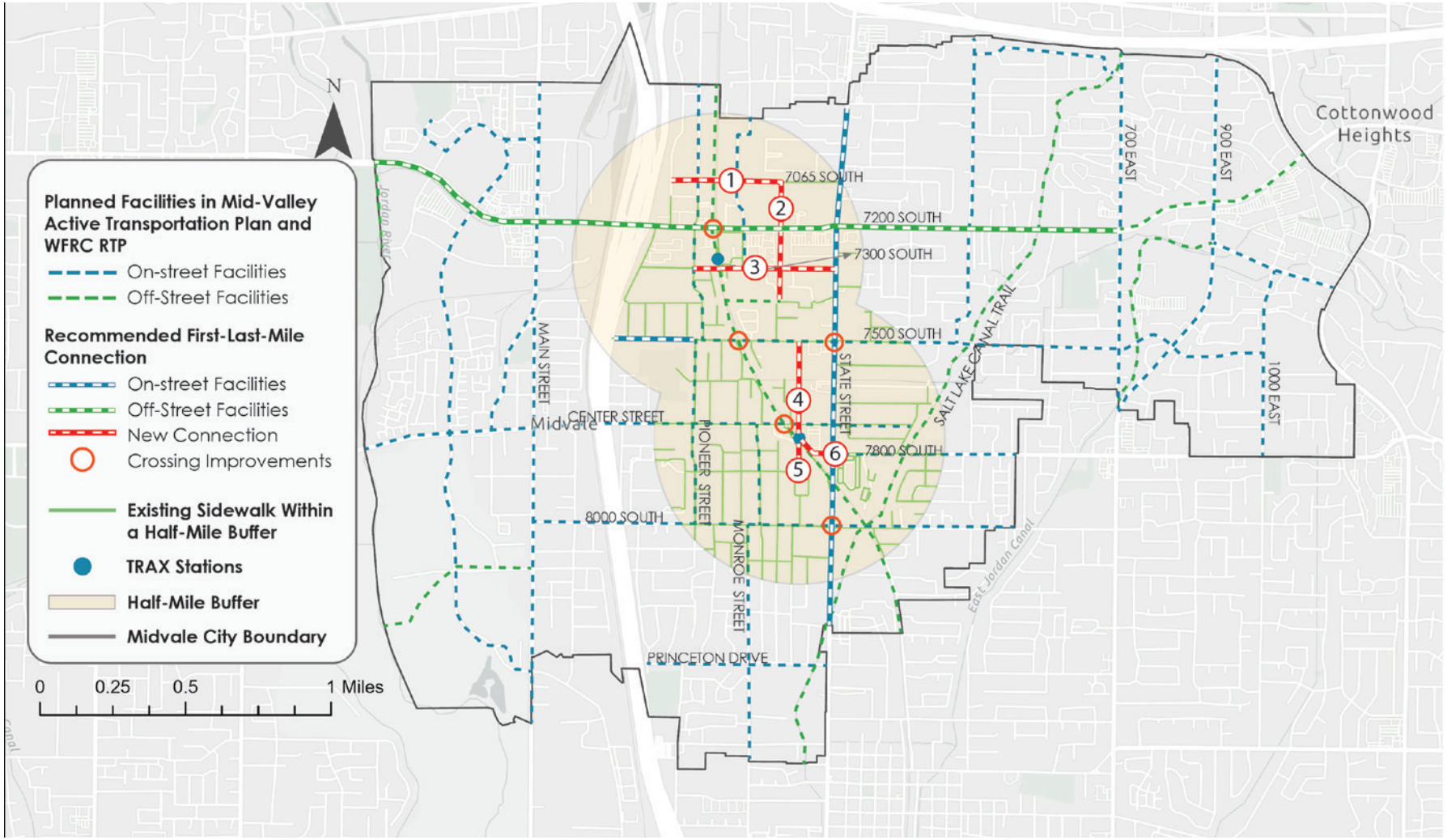


Figure 3.26 Station Areas Transportation Recommendations

STATION CATCHMENT AREA IMPROVEMENTS

The catchment areas for the Midvale Center Station and the Midvale Fort Union Station have been defined by a ½ mile radius, or, about a 10-minute walk for a person to access the transit station. The size of a catchment area is largely defined by how the surrounding infrastructure interconnects and what facilities exist within that infrastructure (i.e., sidewalks, bicycle trails, etc.). As the size of a catchment areas increases, a greater amount of land uses may be considered accessible within the station area.

Figures 3.28 and 3.29 on the following page show the existing catchment area (the accessible area based on existing pedestrian and bicycle facilities) and the future catchment area (the accessible area based on planned pedestrian and bicycle facilities and recommended connections from this study). The future catchment area has improved significantly compared to the existing catchment area. These figures visualize the importance of developing planned facilities and new connections.

Midvale City Park and many other local destinations are located within a half-mile of the Midvale Fort Union Station, but they are not in the existing catchment area because of existing built environment barriers, indirect or circuitous routes, and disconnected transportation networks. With the new connections proposed as part of this study and first/last-mile recommendations, these gaps can be resolved.

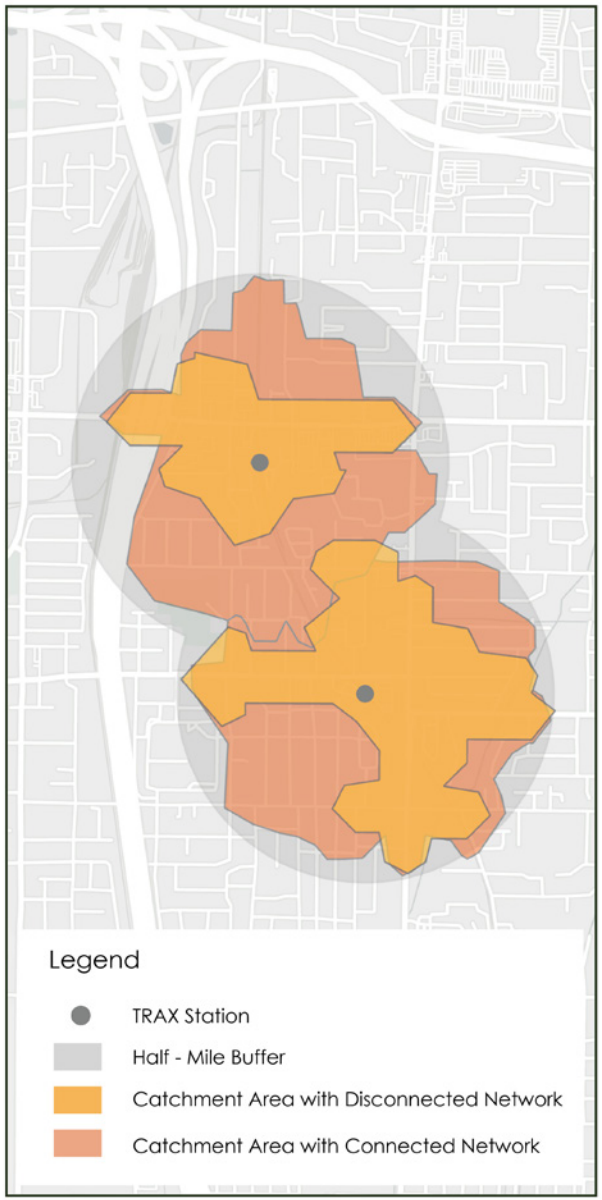


Figure 3.27 Catchment Area Improvement

ACTIVE TRANSPORTATION RECOMMENDATIONS

Catchment Area Improvements

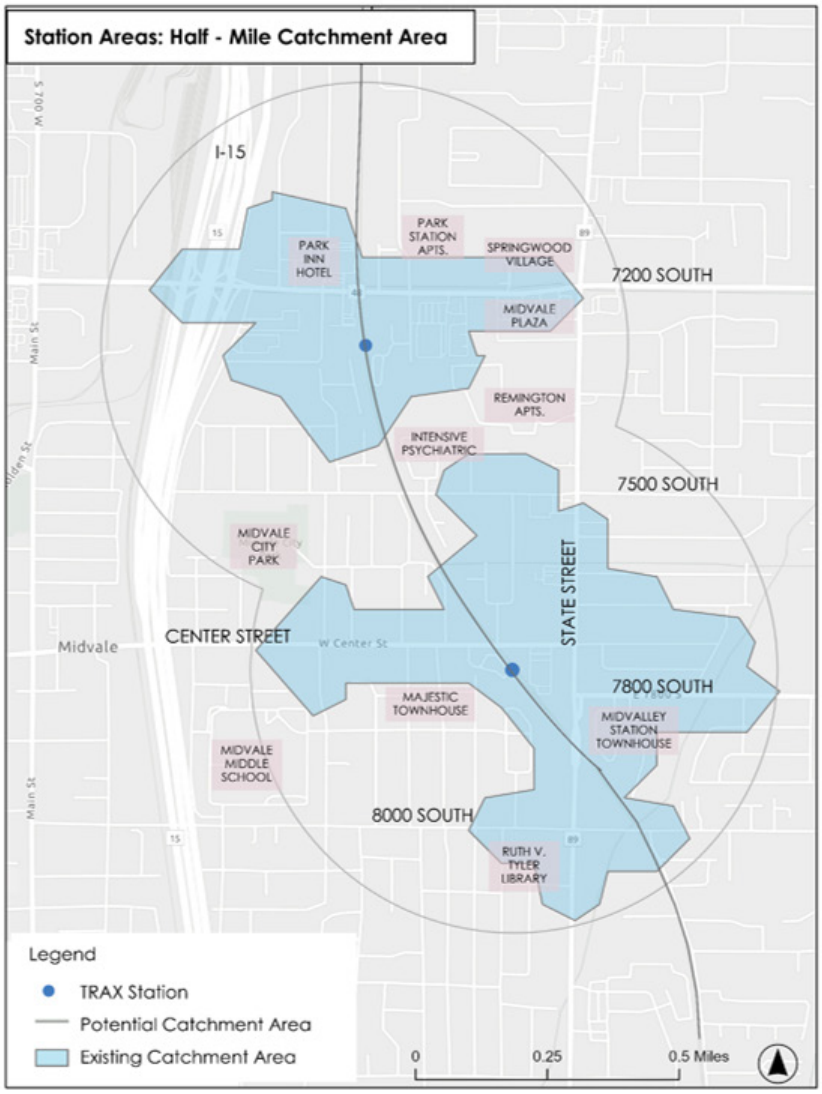


Figure 3.28 Catchment Area Using Existing Facilities

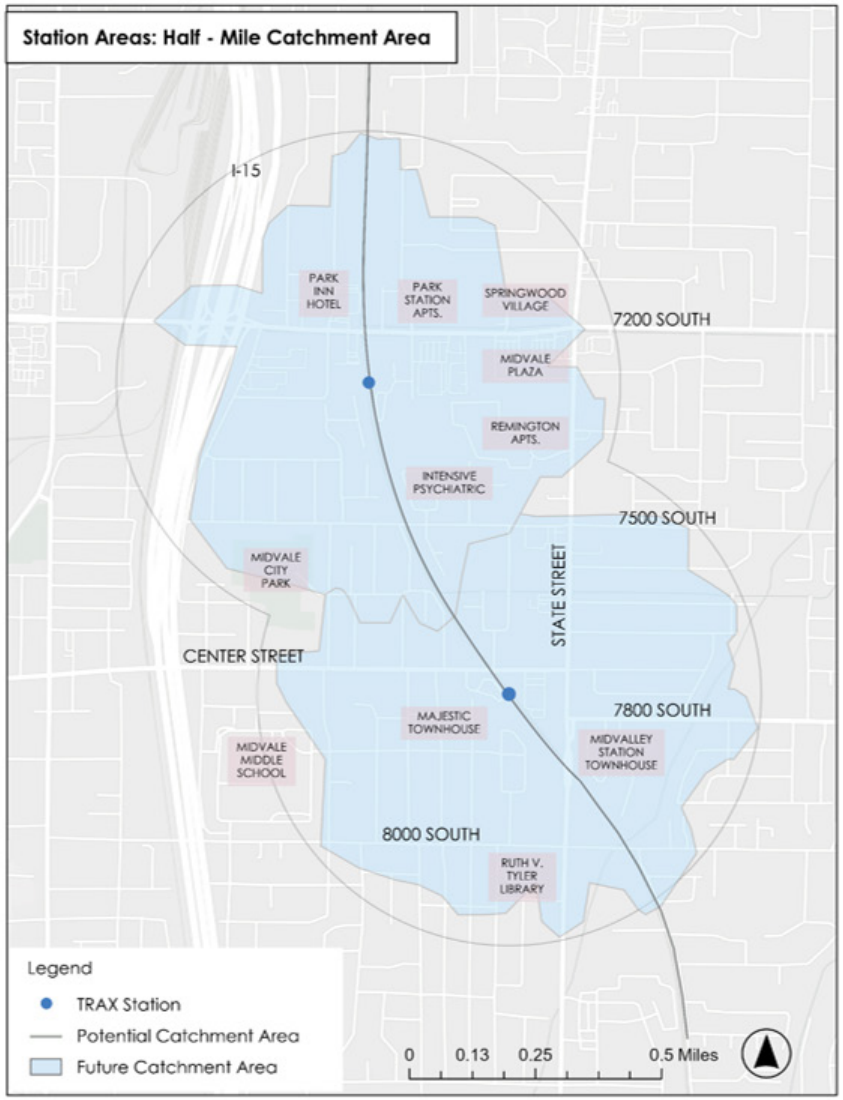


Figure 3.29 Catchment Area Using Planned Facilities

PLAN ALIGNMENT WITH HB 462 (10-9a-403.1)

In the 2022 Utah Legislative Session, a House Bill was sponsored by Chief Sponsor, Steve Waldrip and with support of Senate Sponsor, Jacob L. Anderegg titled HB 462 (10-9a-403.1) Utah Housing Affordability Amendments. This bill was approved and subsequently outlines the requirements for Station Area Plans to be required throughout the UTA system, which the plan is in response. The bill outlines the accreditation process to be administered by WFRC, and the requirements of the Station Area Plans are to describe the: opportunities and constraints for the development of land under existing conditions; objectives for the existing and future transportation system within the station area; objectives for existing and future land uses; objectives for public and open spaces; and objectives for the development of land within the station area and the future development standards that meet those objectives outlined by the bill. An implementation plan and map are included to identify actions needed within the next five years to implement the station area plan, and the party responsible each action.

In accordance with House Bill 462, Utah Code Section (10-9a-403.1), the plan must address how it seeks to promote each of the following objectives:

- Increasing transportation choices and connections
- Increasing the availability and affordability of housing, including moderate income housing
- Enhancing access to opportunities
- Promoting sustainable environmental conditions

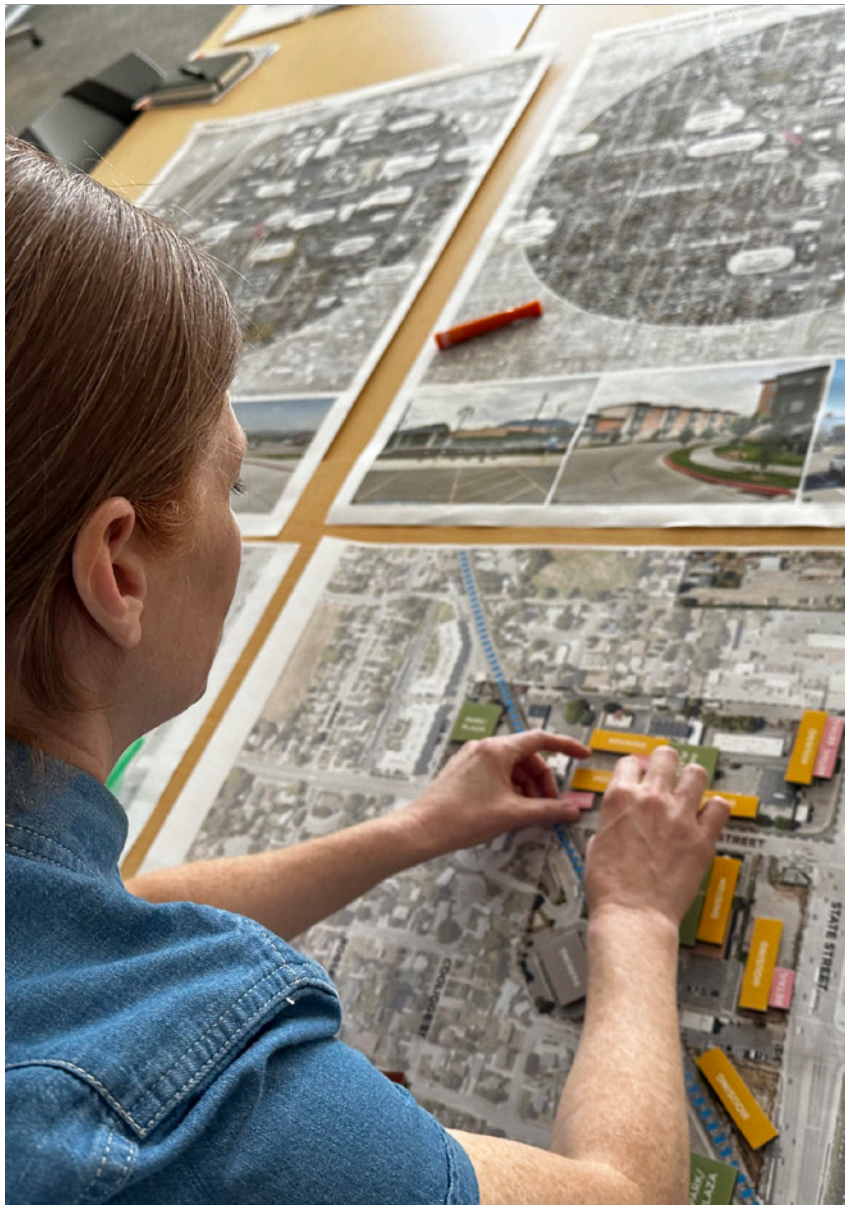


Figure 3.30 Visioning and Design Charrette Workshop

Increasing Transportation Choices and Connections

In this plan, new active transportation facilities are proposed on major roadways adjacent to the TRAX stations, including 7200 South and State Street. Individuals relying on walking and biking to access Fort Union and Center Stations face challenges as these corridors currently lack adequate comfortable and connected facilities. Gaps and barriers in the active transportation network has added to the impact on users' preferences for walking and biking to access transit, discouraging active modes for first/last mile connections. New active transportation facilities are planned to create a safe and comfortable environment for users of all ages and abilities to provide communities with a viable alternative for their transportation needs, especially for those who depend on walking and biking as the primary means of mobility.

Existing piecemeal and ad-hoc development and indirect routes, has hindered communities' access to transit significantly. People living in close proximity to the stations have to take detours to access transit services. To address this issue, new pathways are planned in strategic locations next to Fort Union and Center Stations to be built as part of the redevelopment. These pathways will significantly enhance access to transit and improve overall connectivity. Furthermore, to prioritize safety, crossing improvements are planned at various locations where it is difficult for pedestrians and cyclists to cross conveniently and safely.

These recommendations are aligned with the Wasatch Front Regional Council (WFRC) Regional Transportation Plan and local plans and are aimed at improving access to the stations for transit riders, traveling by any combination of modes.

These first-and-last-mile connections are designed to help people get from their homes to the transit stations and from the stations to work, school, shops, or other destinations that lie within a reasonable walkable or bikeable area. These transportation improvements have the potential to boost ridership and enhance the overall quality of life for the communities.



Figure 3.31 Mapping Activity at the Community Workshop

Supporting Moderate Income Housing And Housing Choice

Utah cities are required to promote moderate income housing (MIH) by including a MIH element in their general plans, and—with the passage of HB462 (10-9a-403.1) in 2022—by developing station area plans in cities with rail or bus rapid transit stations. One of the objectives that station area plans are required to promote is "increased availability and affordability of housing, including moderate income housing," or housing for households whose income falls on or below 80% of the area median income (WFRC). In its 2022 Moderate-Income Housing Element amendment to the City's General Plan, the City identified seven strategies for promoting MIH. See Figure 3.32

This Station Area Plan furthers progresses on these MIH goals by:

- Fulfilling Strategy 6 to develop a station area plan
- Providing specific recommendations that advance Strategy 7 and provide recommendations about potential future locations and extent of a future housing and transit reinvestment zone
- Consistent with Strategy 5, providing recommendations to use a moderate-income housing set aside from the city's redevelopment agency
- Consistent with Strategy 4, identifying opportunities for the City to partner with entities capable of constructing moderate income housing, either on UTA-owned sites or other sites in the Station Areas
- Recommending that significant parts be rezoned to allow for higher density housing. While not called out as a strategy in the MIH element, this is a critical element of enabling moderate income housing, by increasing the supply of land that can be built out as market-rate or income-restricted rental housing, town homes, or condominiums, all of which can serve the moderate income housing market.

2022 MODERATE-INCOME HOUSING AMENDMENT

- 7 STRATEGIES FOR PROMOTING MODERATE INCOME HOUSING -

1. Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund.
2. Reduce, waive, or eliminate impact fees related to moderate income housing.
3. Implement a mortgage assistance program for employees of the county/municipality, an employer that provides contracted services for the county/to the municipality, or any other public employer that operates within the county/ municipality.
4. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
5. Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.
6. Develop and adopt a station area plan in accordance with Section 10-9a-403.1.
7. Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act.

Figure 3.32 Strategies for Promoting Moderate Income Housing

Improving Access to Opportunities
The recommendations in the plan will increase access to economic opportunities in the form of jobs and opportunity for business creation via new commercial spaces at the ground floor of vertical mixed-use buildings. The area is already zoned for vertical mixed-use development, however this has not occurred to date for myriad reasons.

One of the primary challenges are concerns by the adjacent neighbors and City Council that any podium-style, mixed-use development would encroach and endanger the adjacent single-family neighborhoods. The concepts shown in the plan depict how this might be achieved while respecting surrounding stable single-family residential neighborhoods and integrating meaningful amenities, access, and open space usable by all community members. Moreover, the site illustrations in this plan depict how new development might create more intuitive and comfortable access between new development to the Station Areas to improve the connections between housing, transit, and active transportation which in turn provide access to employment, education, recreation, and commercial opportunities. Plan illustrations and renderings have been provided to depict how new streetscape and public amenity spaces will create more intuitive and inviting access to the Station Areas. These all enhance placemaking and character goals to further enhance the identity of Midvale City.

The physical infrastructure could encourage access to opportunities by installing and expanding broadband connectivity when redevelopment of key parcels indicated in this plan occurs. Broadband or other physical infrastructure can create reliable, high speed internet access for the associated commercial and educational opportunities.

Promoting Sustainable Conditions
Promoting sustainable environmental conditions across the Station Areas in Midvale City begin first and foremost with the redevelopment of grayfield sites, or urban land which has been previously developed. By redeveloping these existing areas, existing infrastructure will be leveraged while protecting greenfield, pristine sites, and prime farmland. Another way that redevelopment within urban context promotes sustainable environmental conditions is that it immediately places new development within a walkable community with existing transit and active transportation access resulting in reduce air pollution from vehicle trips.

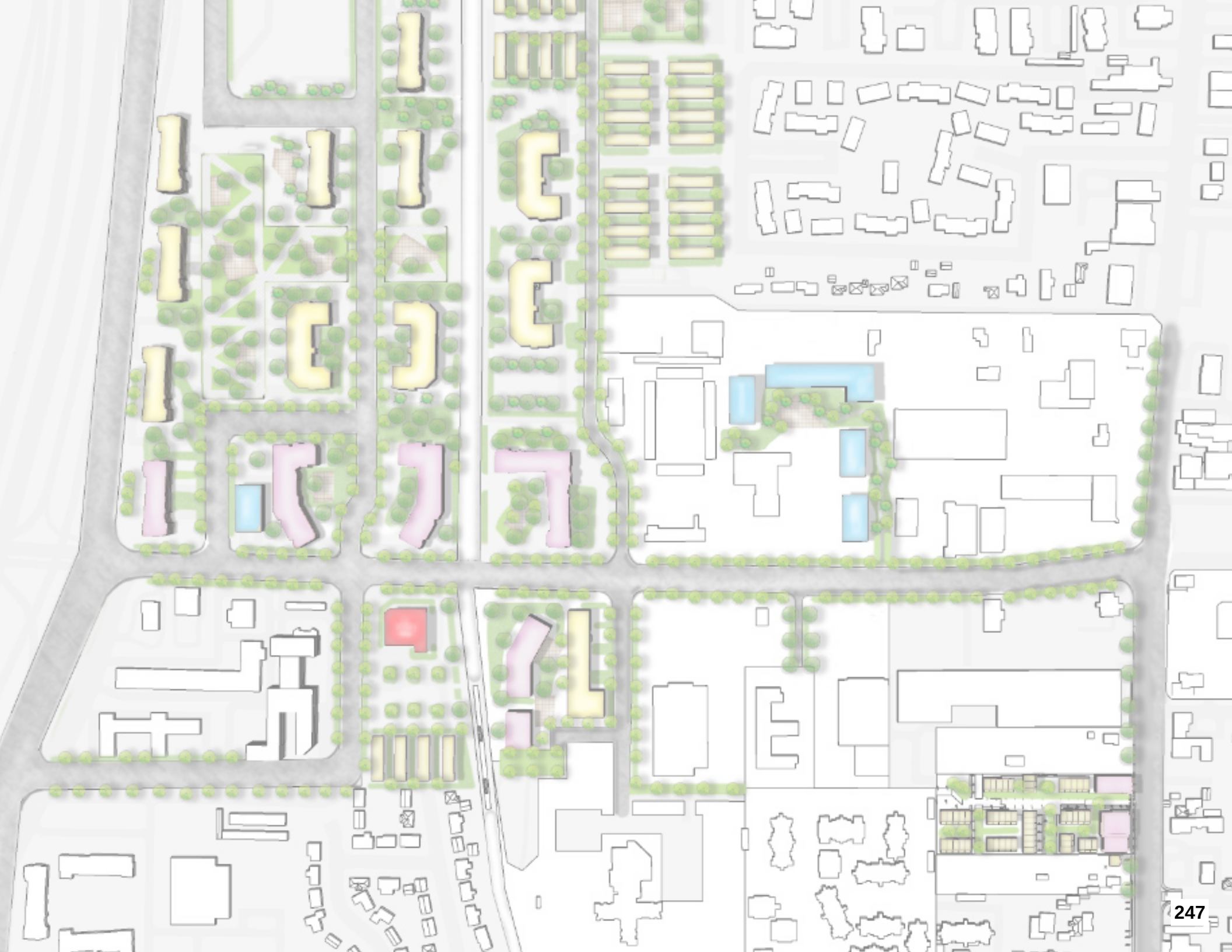
Additional factors relating to environmental conditions are focused on the way that the sites are redeveloped as encouraged by this plan. Creating thoughtfully designed, walkable district of vertical mixed-use buildings around the station areas will reduce the urban heat island effect for the outdoor spaces and reducing energy consumption of interior climate control due to optimal solar orientation. Providing sufficient density of land use will enable greater investment in public spaces and amenities to enable increased access to open space, nature, trees & landscape in outdoor landscape areas. Appropriately designed landscape areas, can introduce a new approach to stormwater by utilizing green infrastructure to capture, treat, and infiltrate rainwater on site.

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04

Implementation Plan





04 IMPLEMENTATION PLAN

Previous chapters in this Station Area Plan have outlined the vision for the future conditions desired at the two stations under consideration. This chapter will focus on the recommended strategies and phases for achieving the vision(s). Recommendations have been organized into projects, programs, policies, and plans for transportation, land use, regulatory framework, urban design, and landscape. This chapter is focused primarily on the actions which Midvale City can take, in association with other public sector partners, to support private sector stakeholders to induce them to act in alignment with the plan to collectively achieve the vision for transformation of the areas of anticipated change in each station area.

The recommendations have be categorized into potential phases, rough order of magnitude (ROM) costs, and range of impact.

- 5-Year Implementation Plan Charts
- Zoning and Regulation
- Public Infrastructure and Improvements
- Moderate Income Housing Strategies
- Funding Strategies

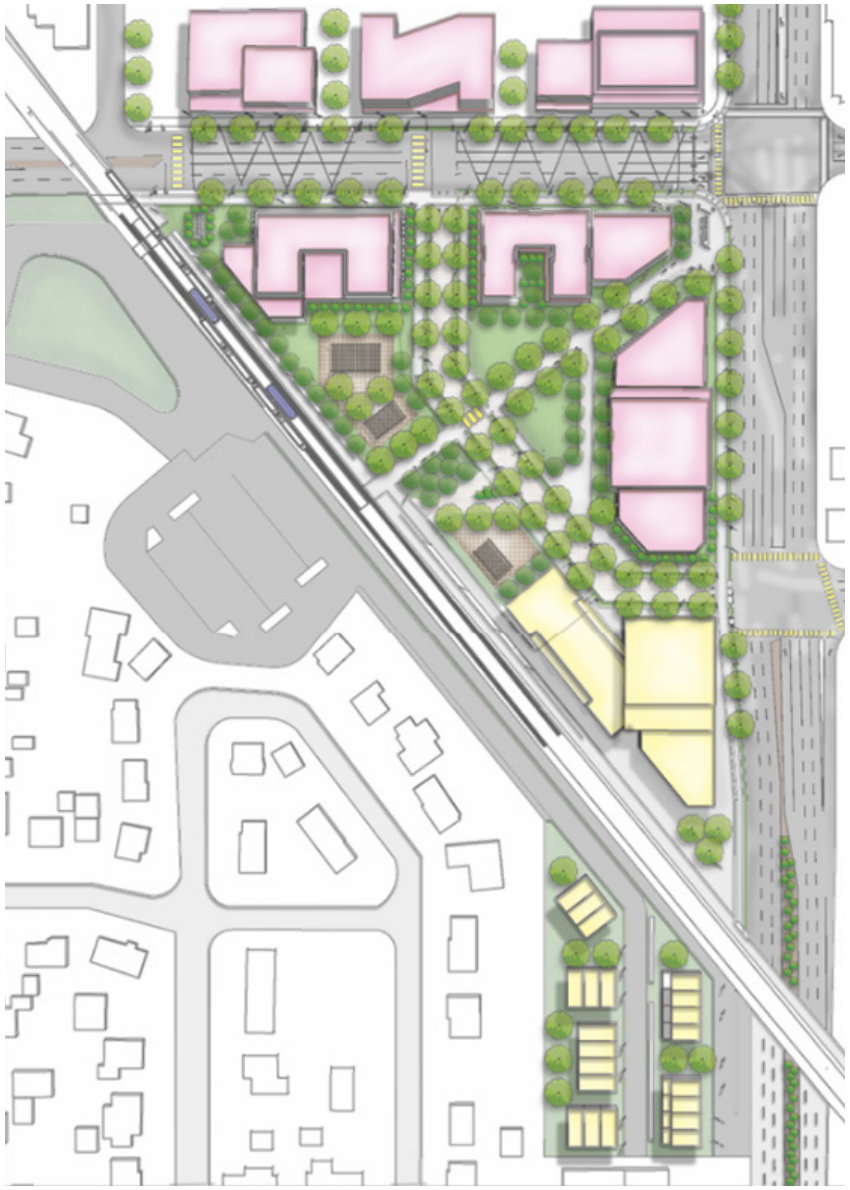


Figure 4.1 Fort Union Station Area Concept Plan

5-YEAR IMPLEMENTATION PLAN

Category	Station Area Ft. Union	Station Area Center	Public Sector Cost	Development Impact	Projects/ Programs/Policies	Project Champions	Near-term (1-2 years)	Medium-term (3-5 years)	Long-Term (5+ years)
REGULATORY ENVIRONMENT & POLICIES									
Policy	●	●	$	High	Expand and Revise Transit-Oriented Development Overlay (TODO)	City	Expand & Revise TODO		
CATALYTIC REDEVELOPMENT									
Project	●	●	$$ to $$$	High	UTA Redevelopment Partnership	City, UTA	Explore Partnering Potential	Plan and Implement if Feasible	
Project		●	$$ to $$$	High	Post Office and Center-State Triangle "Master Plan"	City, USPS	Explore Partnering Potential		Implement if Feasible
Program	●	●	$$	Medium	Evaluate Property Acquisitions	City, RDA, State	Identify Properties & Funding	Plan and Implement if Feasible	
Program	●	●	$	Medium	Market area to developers	City	Plan/Pilot Program	Review Impact, Adjust	
PUBIC INFRASTRUCTURE & IMPROVEMENTS									
Projects, Programs	●	●	$$$	Medium	Major Transportation and Streetscape Improvements	City, UDOT	Design and Fund	Phased Construction	
Project	●	●	-	Medium	Developer Transportation and Streetscape Improvements	Developers	Design and Funding as Development Occurs		
Project	●	●	$	Medium	Parks and Open Space	City, RDA, Developers	Design, Fund, and Acquire Land	Phased Construction	
Program	●	●	$	High	Public Art and Placemaking Improvements	City, RDA, Community Partners	Identify Locations, Partners & Funding	Review Impact, Adjust, Find Ongoing Funding	Ongoing Implementation
MODERATE INCOME HOUSING STRATEGIES									
Program, Policy	●	●	$	High	Coordinate Moderate Income Housing Plan Implementation	City, RDA, UTA, Housing Connect	Identify MIHP Strategies in Station Areas	Coordinate with Partners on Implementation	
STATION AREA PLAN CAPACITY									
Program	●	●	$$	High	Pursue HTRZ and/or CRA to fund redevelopment	City, RDA	Apply for HTRZ and/or Create CRA		
Program	●	●	$	High	Pursue other funding sources	City, RDA	Capital Projects List, Other Regional, State, Federal and Other Grants and Loans; Impact Fee Proceeds		
Program	●	●	$	Moderate	Consider adding Economic Development staff	City	Identify Need and Funding; Recruit		

Table 4.1 Five-Year Implementation Plan

RECOMMENDED IMPLEMENTATION PLAN FOR TRANSPORTATION IMPROVEMENTS

Category	Project	Cost	Fort Union Station	Center Station	Programs & Policies	Project Champions	Near-term (1-2 years)	Mid-term (3-5 years)	Long-term (5+ years)
Project, Policy	Shared use path on 7200 South	$$$	•	•	Transportation Demand Management	City, UDOT	Apply for funds to further study	Further study/ design	Implementation
Project, Policy	Barrier-separated facility on State Street	$$$	•	•	Transportation Demand Management	City, UDOT	Apply for funds to further study	Further study/ design	Implementation
Project	7200 South and TRAX Line crossing improvement	$	•		-	City, UDOT	Apply for funds to design	Implementation	-
Project, Program	7500 South and TRAX Line crossing improvement	$	•		Tactical urbanism and streetscape improvements	City, UTA	Apply for funds to design	Appy tactical urbanism treatment	Implementation
Project, Program	Center Street and TRAX Line crossing improvement	$	•	•	Tactical urbanism and streetscape improvements	City, UTA	Apply tactical urbanism treatment	Implementation	-
Project	7500 South and State Street intersection improvement	$$	•	•	-	City, UDOT	Apply for funds to design and construct	Implementation	-
Project	8000 South and State Street intersection improvement	$$		•	-	City, UDOT	Apply for funds to design and construct	Implementation	-
Project	New connection from 7065 South to 400 West	$$	•		-	City, RDA	Target opportunities with redevelopment	Design & Maintenance Plan	Implementation
Project	New connection from 7440 South to 7065 South	$$ to $$$	•		-	City, RDA	Target opportunities with redevelopment	Design & maintenance plan	Implementation
Project	New connection from 7310 South to 7300 South and to State Street	$$ to $$$	•		-	City, RDA	Target opportunities with redevelopment	Design & maintenance plan	Implementation
Project	New connection from 7500 South along Birch Street	$$ to $$$	•	•	-	City, RDA	Target opportunities with redevelopment	Design & Maintenance Plan	Implementation
Project	New connection from the Wilson Street	$$		•	-	City, RDA	Target opportunities with redevelopment	Design & Maintenance Plan	Implementation
Project, Program	Enhance the existing connection from Midvale Center Station to 7800 South	$		•	Streetscape improvements	City, UDOT	Apply for funds to design and construct	Implementation	-

Table 4.2 Recommended Implementation Plan for Transportation Improvements

ZONING AND REGULATION

Midvale City's current zoning code does not enable certain aspects of the preferred station area concepts, and is likely to be an obstacle to the types of housing, mixed-use development, and ground floor commercial space shown in these concepts. The code should therefore be modified as described below.

TODO Revisions to Consider

- Ground Floor Commercial Space. Requiring at least 2,500 square feet, or 50' lineal feet, of ground floor commercial space for projects with contiguous frontages on 7200 South, Center Street, or State Street.
- Reducing the Front Setback. (Currently a minimum of 15 feet), to 0 feet if a proposed project contains at least 5,000 square feet of ground floor commercial space, or if 60% of the primary project frontage is ground floor commercial.
- Regulating Density. Primarily by height and setbacks, and removing the dwelling unit per acre maximum (85) in TODO.
- Parking Reduction. Providing modest parking reductions (e.g., reducing requirements by 0.5 spaces per unit compared to current requirements) for projects that provide car share programs (e.g., Zipcar), offer low- or no-cost transit passes, or implement other established transportation demand management measures.[1]
- Review other details of TODO zone as it is expanded.

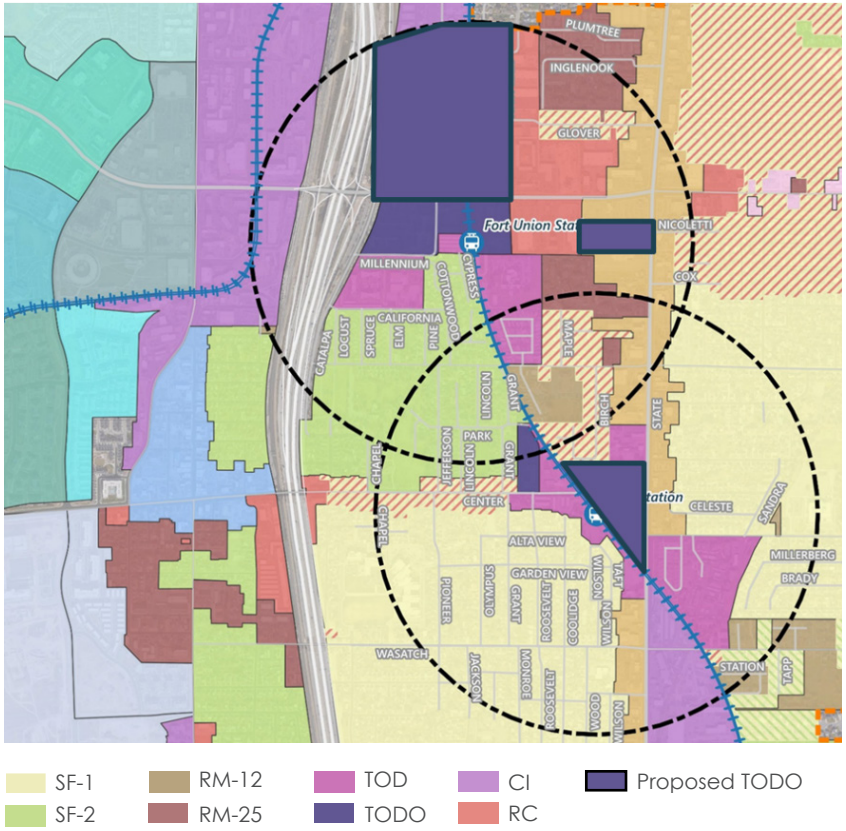
[1]Victoria Transport Policy Institute, Online TDM Encyclopedia

Special consideration should be taken for key corner locations to encourage placemaking and pedestrian-focused spaces. Further coordination with the Planning Commission and City Council is recommended.

Adopt Transit-Oriented Development Overlay (TODO) in Certain Areas

Recommended Areas:

- North of 7200 South
- Center Street Triangle (see maps)
- State Property at 7300 South and State Street



SOURCE: LCG

Figure 4.2 Map of Areas Proposed for Rezoning

KEY PROPERTIES AND DEVELOPMENT

There are multiple "key properties" and areas adjacent to both stations, which, if redeveloped in a way that is consistent, meets Midvale City's goals, and catalyzes additional private development in other parts of the station areas. Midvale City should work with owners of these key properties—particularly UTA and builders of moderate income housing—to plan and realize housing and mixed-use development on these sites.

Fort Union Station

UTA Property (UTA lead, City support)

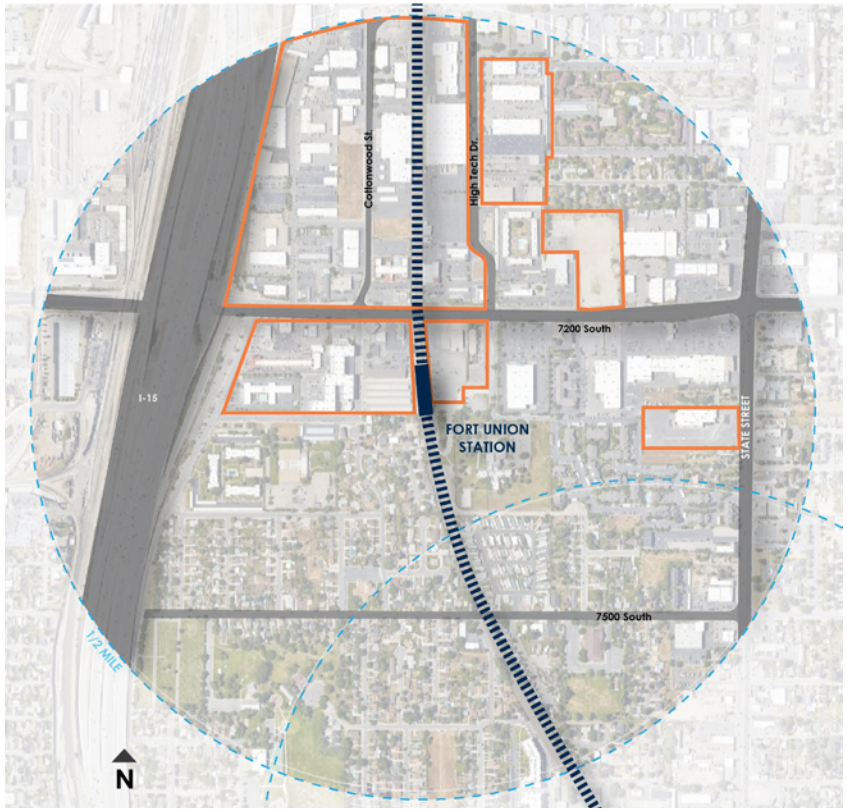
- UTA owns approximately 6.4 acres at the Fort Union station. While some of this property will probably continue to be surface parking, some could be redeveloped
- Explore opportunities for a joint development partnership with the UTA
- Prepare a design plan, which is recommended to include a mix of affordable and market rate housing with ground floor commercial space and high foot-traffic uses including grocery retail, in addition to retained park-and-ride parking and other uses
- Issue Developer RFP(s)

State Property

- Continue to work with the State. Within the next +/- 5 years, there is potential for this property to be surplus to the State's needs
- Recommendation to rezone from State Street Commercial Zone to TODO and mixed use development, including a mix of affordable and market rate housing

Consider City/Public land acquisitions north of 7200 South

- Midvale City could consider purchasing sites, or working with the owner to redevelop it as affordable and/or market rate housing, or other uses. The current zoning could be changed, from CI to TODO.
- Market the area to developers, via a web site, informational materials, and/or Midvale City participation in development groups such as chambers of commerce, Urban Land Institute, brokerage associations, etc.



SOURCE: Google Earth Imagery

Figure 4.3 Map of Key Properties at Fort Union

Center Station

UTA Properties (UTA Lead, City support)

- In partnership with a private developer, UTA could develop this the park-and-ride lot south of Center Station, under current zoning, which will allow buildings of a maximum of three stories
- The property directly to the west of the Station is likely to remain a parking lot. Midvale City may need to work with UTA to enable new or improved access to the southern property, e.g., via a new egress point on State Street. Currently, the site is difficult to access

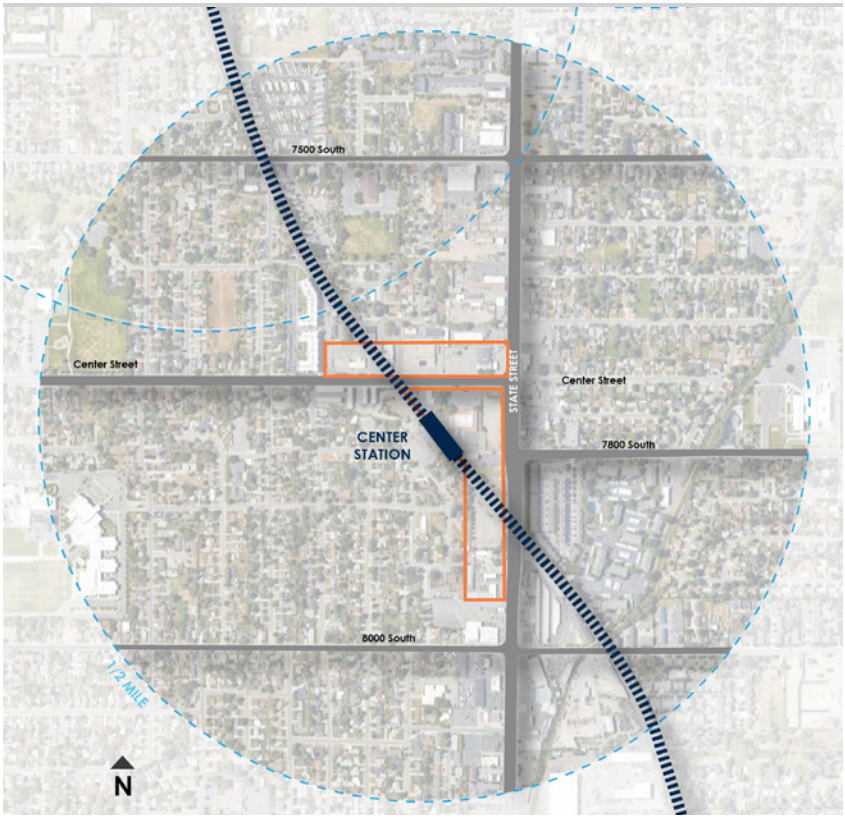
Post Office and Center-State Street Triangle Master Plan

- If UTA, Midvale City, and/or a developer can aggregate multiple properties, including the existing UTA properties and Post Office site, it would open up significant opportunities for a master-planned, mixed-use development at this location, since the existing UTA-owned properties are small, and the Post Office is large and would connect them. These sites offer an opportunity to bring in larger-format ground floor commercial uses, iconic "gateway" design features visible to travelers on State Street, Center Street, and TRAX, moderate income and market-rate housing, and structured parking.

Consider acquisitions by Midvale City or other public entity

- Include commercial properties fronting State Street and east of Center Station
- Multiple properties north of Center Street, between the TRAX line and State Street, appear to be vacant and/or underutilized. One or more of these sites could be acquired by Midvale City, UTA, or private mixed-use developers
- Consider other land acquisitions by Midvale City

Market the area to developers, via a web site, informational materials, and/or City participation in development groups such as chambers of commerce, Urban Land Institute, brokerage associations, etc.



SOURCE: Google Earth Imagery

Figure 4.4 Map of Key Properties at Center Station

PUBLIC INFRASTRUCTURE AND IMPROVEMENTS

Key Recommended Improvements

The preferred plan concepts show a range of improvements to be built in both station areas, including parks, plazas, and public open spaces, and a range of transportation improvements that will be necessary in order to enable these areas to thrive as well-connected, mixed-use places. This section summarizes those improvements.

Fort Union Station

- Park(s)
- Crossing improvements
- On- and off-street facilities (e.g., sidewalks, bike lanes, etc.) within existing rights of way
- New multimodal paths ("Connections")
- "View Corridor" improvements to make station more recognizable in the area

Center Station

- Crossing improvements
- On- and off-street facilities (e.g., sidewalks, bike lanes, etc.) within existing rights of way
- New multimodal paths ("Connections")

Additional improvements

- Parking structure(s) serving residents, tenants, and the general public were mentioned during UTA and developer interviews
- Pedestrian crossing over the TRAX rail

Major Parks and Transportation Projects

The following types of projects are most likely to be built by Midvale City and/or other public agencies:

- Parks and open spaces, especially where larger than about a half-acre. Midvale City should plan to acquire land for the parks shown, particularly those that are north of 7200 South
- Crossing improvements
- On- and off-Street Facilities (e.g., sidewalks, bike lanes, etc.) within existing rights of way

Developer Parks and Transportation Projects

The following types of projects are most likely to be built by developers as they incrementally develop various lots within the station areas:

- Small pocket parks (e.g., several thousand square feet)
- Certain on- and off-street facilities (e.g., sidewalks, etc.) that are adjacent to their properties, if encouraged by City Code. Additional public benefits may be possible in exchange for a reduction in setbacks or other allowances not permitted by current zoning
- Certain new multimodal paths ("Connections"), if encouraged by City Code

Other Considerations

- Improvements will likely need to be prioritized
- Exploring opportunities to work with community partners on development and programming of public spaces. Recent research by the Utah Foundation shows that numerous cities with limited budgets have successfully utilized tactical urbanism strategies to improve safety and overall benefit of public spaces[1,2]

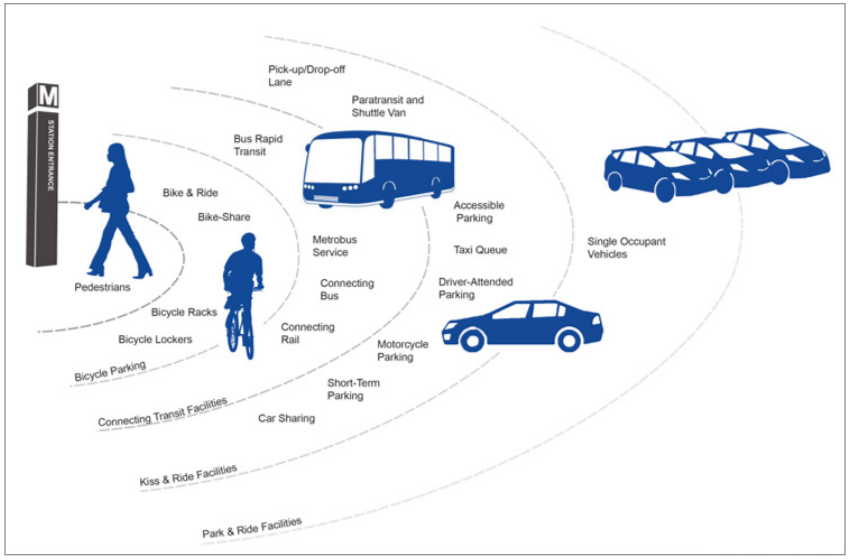
[1]Utah Foundation, 2022 Utah Community Quality of Life Index.

[2]Congress for a New Urbanism, "Quick Build: Tactical Urbanism on steroids."

Connectivity and Mobility Guiding Principles For Midvale

The following pages offer comprehensive insights into the following key areas: connectivity and mobility strategy, transportation demand management strategies (TDM), best practices for transportation, active transportation recommendations, a proposed implementation plan, and applicable funding resources. The goal of this section is to present a well-defined roadmap for Midvale City staff, aiding them in the successful implementation of recommended projects. The roadmap in Appendix includes a detailed timeline and various potential funding sources to support the realization of the following initiatives.

- Facilitate convenient transfers between different modes of transportation by designing efficient pedestrian pathways, safe and comfortable walking and biking facilities, and wayfinding systems.
- Design new walking and biking connections through future development to provide better access and improve connectivity.
- Provide dedicated bicycle lanes and secure bike parking facilities near the stations to encourage cycling as a viable mode of transportation.
- Implement pedestrian-friendly infrastructure and streetscape enhancements, including wider sidewalks, green spaces, and street furniture, to create a vibrant and walkable environment.
- Incorporate universal design principles in facility recommendations to ensure inclusivity and cater to the needs of all users, including people with disabilities.



SOURCE: WMATA

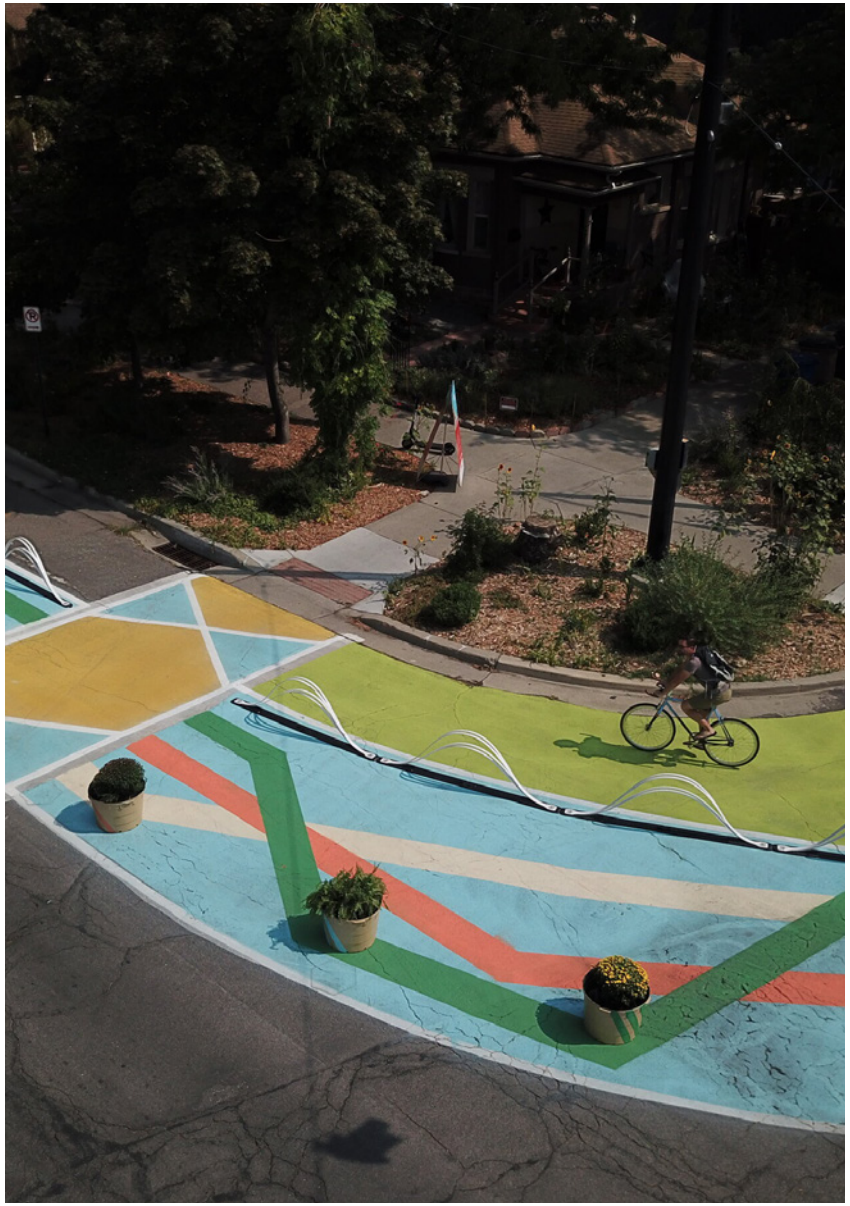
Figure 4.5 Illustration depicting the preferred multi-modal access hierarchy. (Washington Metropolitan Area Transit Authority)

Transportation Recommended Implementation

Table 4.2 presents essential details about the proposed projects, including cost, programs and policy, project champions, and proposed implementation timelines. To ensure efficient planning and execution, the timeline is divided into three distinct phases: near-term (1-2 years), mid-term (3-5 years), long-term (5+ years).

Each project's recommended timeline is based on careful considerations of its significance in enhancing network connectivity and prioritizing safety measures within the community. For projects that may not be feasible for near-term implementation, tactical urbanism treatments are recommended as a practical and effective approach. Tactical urbanism refers to a diverse range of temporary, low-cost, and scalable interventions aimed at enhancing public spaces, built environments, and safety for all users. Examples of such treatments include parklets, temporary bike facilities, art installations, and strategically placed planters, among others. By employing these innovative tactics, Midvale City can swiftly and flexibly test new ideas, engage communities, and improve the overall urban experience while working towards more permanent solutions.

Additionally, a comprehensive list of potential funding sources can be found on later in this chapter.



SOURCE: Bike Utah

Figure 4.6 Example of Tactical Urbanism on 300 E. 700 S., Salt Lake City

Transportation Demand Management (TDM) Best Practices and Strategies

TDM strategies encompass a range of approaches aimed at reducing traffic congestion and improving overall transportation efficiency by encouraging the use of other modes. These strategies include popular options such as carpooling and ridesharing, which encourage individuals to share rides and reduce the number of vehicles on the road, and public transit promotion initiatives aiming to increase the usage of buses, trains, and other forms of public transportation by highlighting their benefits and improving accessibility.

Additionally, active transportation encouragement promotes walking, bicycling, and other non-motorized modes of transportation, fostering healthier and more sustainable commuting options. Parking management strategies help optimize the use of parking spaces, reducing the need for excessive parking infrastructure. Traffic and parking studies may be explored to identify shared parking opportunities and manage spillover parking into adjacent neighborhoods. Employer-based programs, on the other hand, involve collaborations with businesses to implement transportation incentives or alternative work arrangements, such as telecommuting or flexible schedules, to alleviate congestion during peak travel times. Together, these TDM strategies offer diverse and effective solutions to address transportation challenges, enhance mobility, and promote a more sustainable future.

Examples of best practices for TDM is included on the following page.

Proposed TDM Strategies For Midvale City

TDM practices for Midvale City can be implemented through near-term and long-term strategies. Agency partnerships are key to success, and collaboration with UTA, UDOT, WFRC, businesses, HOAs, and others will be necessary to influence transportation behaviors. A suite of programs, projects, and incentives is the best way to move the needle to provide mobility choices for residents and shift mode split. The following Figure 4.7 below shows TDM strategies proposed for Midvale City. The effectiveness of each TDM strategy can be found in Appendix.



Figure 4.7 Transportation Demand Management Strategies

TRANSPORTATION DEMAND MANAGEMENT: EXAMPLES OF BEST PRACTICES

Park City TDM Plan

Park City has seen great success by bolstering frequent and free transit services for residents and visitors. Coupled with dynamic parking prices that increase during peak demand, and satellite parking and rides, the mode split between driving and transit is high in this community.

Strategies are dived into different groups including:

Bicycle/walking strategies such as bicycle repair stands, electric bicycle share system, bike showers/ lockers, etc.

Policy strategies like density bonus or parking reduction, TDM requirements for new development, providing affordable employee housing, and more.

Parking strategies like efficient parking, parking demand management, parking supply management, etc.



Salt Lake City Area TDM Strategies

Salt Lake City is actively pursued TDM strategies through various studies and projects, including:

900 South Reconstruction Project
Providing more flexibility for parking options in multifamily developments by encouraging developers to provide parking options to residents of new multifamily housing developments.

TravelWise University of Utah Research Park TDM

The Hive Pass Program
Salt Lake City offers the Hive Pass Program to all City residents with the goal of making transit more affordable and accessible. The pass includes a 50% discount from a regular monthly UTA pass which is covered by Salt Lake City (30%), and UTA (20%).



North Lake Tahoe TDM Strategies

North Lake Tahoe adopted TDM strategies in 2019 to assist with peak season traffic and events, the strategies include:

Increased transit frequency, expand service area, a transit fare subsidy program, and bus stop improvements.

Parking management: developing parking management guidelines, parking benefit district, and residential parking permits.

Active transportation: guidelines for bicycle facilities, bicycle parking, mobility hubs, and information access.



MODERATE INCOME HOUSING STRATEGIES

One of the principles that station area plans are required to promote is "increased availability and affordability of housing, including moderate income housing," or housing for households whose income falls on or below 80% of the area median income[3]. In its 2022 Moderate Income Housing Element for the General Plan, Midvale City identified station area planning as a strategy—in addition to the others outlined below—for providing moderate income housing.

Implement the strategies recommended by the Moderate Income Housing Plan (MIHP) Strategies
Strategies that apply directly to the Station Areas:

- Develop and adopt Station Area Plans (SAPs). Underway.
- Develop and implement an HTRZ Zone. See recommendations under "Funding" below
- Utilize moderate-income housing set aside from a community reinvestment agency to create or subsidize MIH. The RDA should work with UTA and others in the station areas to identify opportunities to create MIH using set aside from Bingham Junction and Jordan Bluffs community reinvestment areas (CRAs) and/or the establishment of a new CRA
- Partner w/entities applying for state/federal funds/ incentives for MIH production. Station Area UTA sites present prime opportunities for MIH production. The RDA (with UTA and other partners) should look at a mix of MI and market rate housing; ideally within both station areas. For MIH specifically, continue to partner with Housing Connect, Neighbor Works and other entities

[3]WFRC, Station Area Plan Certification and Technical Assistance.

Citywide Strategies
Many citywide efforts are ongoing. While these may result in programs or policies that affect development in the station areas, they will also affect all development citywide and therefore we do not focus on these programs in this document.

- Preserve MIH through various programs
- Reduce/waive/eliminate impact fees related to MIH
- Mortgage assistance program for county/city/public sector employees



SOURCE: Keir Construction

Figure 4.8 Brixton Apartments, Sugarhouse, Utah

FUNDING

Outlined below are a number of potential funding tools to help realize the desired development within the station areas. Because of the types of change and improvements called for in these plans—in particular the new parks/open spaces, transportation improvements, and mixed-use development—Midvale City will likely need to do the following in order to realize this plan: create one or both of the special districts below (HTRZ and/or CRA); ensure that key projects are included in the transportation and parks impact fee studies; and proactively seek out other funding sources (e.g., WFRC, UDOT) and partnerships (e.g., UTA, for-profit and non-profit developers).

Special Funding Districts: HTRZ and CRA

The figures below compare two types of special funding districts--HTRZ and CRA—as well as the requirements and specifications for light-rail adjacent HTRZs.

One advantage of CRAs is that they can be created by Midvale City's redevelopment agency, whereas HTRZs require approval by the state and an oversight committee, and each county is limited to eight total light rail-adjacent HTRZs, at time of writing. One advantage of HTRZs—a new development tool for cities enabled by 2021 state legislation—is their potential for generating more revenue, as they capture 60-80% of a zone's incremental property tax and 15% of incremental state sales tax for up to 15 years. CRA revenue collection may include incremental property and sales taxes as well, but current statue "requires each taxing entity to decide what portion of the increment it will contribute, and for how long" (2022 Audit of Utah TIF).

Salt Lake County has a policy not to contribute incremental sales tax, and most cities opt to reserve incremental sales tax revenue for services to accommodate the new growth. In a 2021 white paper, Zions Public Finance, Inc. estimated that a 125-acre HTRZ could generate up to $13.2 million in revenues annually. For further information, consult Wasatch Front Regional Council's (WFRC) HTRZ Overview and 2018 Lincoln Land Institute's Improving Tax Increment Financing for Economic Development.

	CRA	HTRZ
Geographic Limitations	Limited to municipal boundaries	Limited to 100-125 acres and ¼, 1/3, or ½ miles of transit stations
Funding Mechanism	Tax Increment Financing	Tax Increment Financing
Taxing Entity Participation	Not required	Required up to 80 percent for 25 years within a 45-year period for commuter rail; 60%-80% for 15 years within a 30-year period for light rail and BRT
State of Utah Participation	No	Participation through sales tax increment of 15 percent into the Transit and Transportation Investment Fund
Governing Body	Municipal Redevelopment Agency	Municipal Redevelopment Agency
Committee Formation Required	No	Yes – representatives from multiple agencies
State Approval Required	No (state does not approve boundaries or expenditures but does require documentation filing)	Yes – Governor's Office of Economic Opportunity to review required proposals
Area of Expenditure	Within defined boundaries or for improvements that benefit the area	Within defined boundaries or for improvements that benefit the area
Zoning and Use Requirements	No requirements	At least 51 percent of land in an HTRZ to be used for multi-family at an average density of 50 units an acre
Affordable Housing Requirements	No requirements for direct development; ten percent affordable set-aside for CRAs generating more than $100,000 in increment annually	Requirement of ten percent of residential units to be made affordable to those making less than 80 percent of area median income unless the municipality or transit county meet the HUD affordable housing guidelines at 60% AMI
Can be used with other tools	Yes	Qualified

Table 4.3 Comparison of CRAs and HTRZ

Recommended Options for HTRZ and CRA

Going forward, Midvale City should evaluate multiple options for special funding districts in the station areas, outlined below. It is unknown at this time which is the best option because it is not certain that Midvale City will be awarded an HTRZ, and a complete CRA feasibility study is not a part of this planning process.

- **Form an HTRZ at the Fort Union Station Area.** This is one of the action items proposed in Midvale City's Moderate Income Housing plans, and is therefore consistent with this SAP and past planning. An HTRZ is a more powerful funding tool than a CRA and therefore this HTRZ could help fund moderate income housing, public infrastructure, and potentially other improvements in this station area. However, as stated above, securing HTRZ designation is a competitive application process and therefore it is uncertain by nature
- **Form an HTRZ that covers parts of the Fort Union and Center Station Areas.** It could be beneficial to create an HTRZ that covers parts of both station areas, however, this will need to be planned carefully and comply with the limitations placed on HTRZs, primarily limitations regarding the amount of area that an HTRZ can cover (100 acres) and distance from the station (maximum of ¼ mile). Midvale City and its consultants should study this option and determine if an HTRZ can be created that complies with these requirements, while also covering the key parts of the station areas where this SAP calls for significant development
- **Consider Supplementing an HTRZ with a new CRA.** Staff and Council may determine that an HTRZ alone cannot generate enough funds to pay for the desired improvements, or to cover the total area for which redevelopment is planned. If this is the case, Midvale City should study and consider the creation of a CRA. A CRA is probably somewhat less desirable than an HTRZ for several reasons: An HTRZ has already been called for in past (MIH) planning; it would generate more funds; Midvale City already has multiple active CRAs.

	Light Rail, BRT Stations
% affordable housing required on developable acres	10% (No affordable housing requirement if municipality meets HUD requirements of <60% AMI)
Residential % of developable land	51%
# Dus per acre	>=50
Mixed-use development required	Yes
Reasonable % of Dus >1 bdrm required	Yes
Radius from station	<=1/4 mile
Maximum acres (noncontiguous)	100
Property tax increment capture	80% for 15 years max per parcel, with a max of 30 years for the entire HTRZ
State Sales tax increment capture	15% to Transit Trasnportation Investment Fund

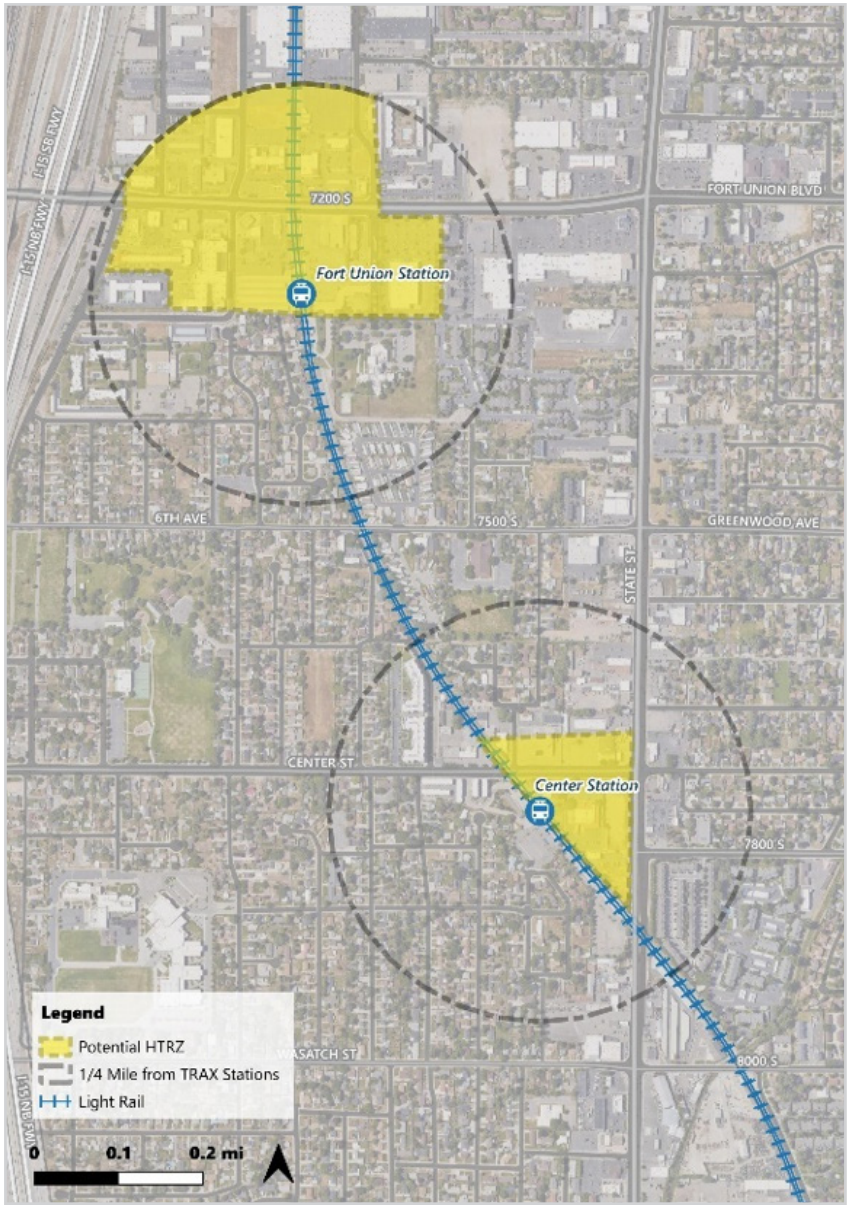
Table 4.4 HTRZ Requirements and Specifications

Potential HTRZ Areas

Based on the current HTRZ legislation (which passed in 2021 and was amended in 2022 and 2023), and input from Midvale City and UTA, potential boundaries for an HTRZ in the Station Areas are shown in Figure 4.9.

This HTRZ is entirely within a quarter mile of UTA's light rail stations. It is 64 acres in size (less than the 100-acre maximum). One part of the HTRZ surrounds Fort Union Station, while a second part surrounds Center Station; this is consistent with HTRZ legislation, which allows HTRZs to be noncontiguous.

It is recommended that Midvale City add Economic Development staff to oversee implementation of funding strategies and future redevelopment efforts within the station areas. In the event that an HTRZ or CRA is created to fund improvements in the station areas, redevelopment agency staff may lead some efforts.



SOURCE: LCG

Figure 4.9 Comparison of CRAs and HTRZ

City Funding

- **Capital Projects Fund List**
  Midvale City may be able to add some of the infrastructure improvements shown in this plan to the existing Capital Projects Fund List.

- **Redevelopment Agency (RDA) Affordable Housing Funds**
  The RDA is the primary funding source for moderate to low-income housing in Midvale, via a 20% "housing set-aside" of funds generated in the Bingham Junction and Jordan Bluffs project areas, which could be used to support MIH projects in the station areas.

- **Potential Impact Fees**

  Transportation Master Plan/Impact Fee Study. Midvale City is currently undertaking a Transportation Impact Fee Study. It is recommended that Midvale City include some or all of the transportation improvements shown in this plan to the citywide study, so that the SAP improvements can be funded by future impact fee collections.

  Parks Master Plan/Impact Fee Study. Midvale City is currently undertaking a Parks Impact Fee Study. It is recommended that Midvale City include some or all of the parks improvements shown in this plan to the citywide study, so that the SAP improvements can be funded by future impact fee collections.

- **General Obligation Bonds**
  While citywide general obligation bonds backed by a temporary increase in property tax rates are a legal option for consideration, the need for a public vote and the fact that all city residents would bear the funding burden limits the appropriateness of this tool to infrastructure projects that have a citywide benefit. It recommended that such funding only be considered for projects significant enough to generate citywide benefit, if other sources are unavailable.

Developer Improvements

- Including required improvements with incremental development or additional benefits negotiated through development agreements, as discussed above under "Public Infrastructure and Improvements."
- HB 406 includes a variety of provisions, including some that modify the way that municipalities may use development agreements. Midvale City should track changes such as this in order to understand what if any restrictions are placed on the use of development agreements – historically, a very important tool in district redevelopment.

Federal, State, and Regional Grants

- **Community Development Block Grants**
  These federal funds are granted to cities annually or biannually and can fund an array of projects. They are currently being used by Midvale City to fund ADA ramps (per Capital Projects Fund list) and could potentially be used for some of the pedestrian and bike improvements identified by this plan.

- **New Market Tax Credits**
  This program generates capital for the revitalization of low-income communities from investors, who receive credits against their federal tax obligations. This program is limited to qualified census tracts (tracts within both station areas are qualified) and requires intermediaries called community development entities to receive and disburse funds for projects—which tend to focus on real estate development (particularly retail and mixed use) but also community facilities and operations. For more information see the Tax Policy Center's page on this program.

https://www.taxpolicycenter.org/briefing-book/what-new-markets-tax-credit-and-how-does-it-work

Table 4.5 Additional Potential Funding Sources for Both Areas

Transportation Funding Sources

Having sufficient funds for active transportation infrastructure and related programs is critical to achieving the Midvale SAP goals and meeting local needs. Communities that are consistently successful in expanding their walking and biking systems leverage funds from a variety of sources and are consistent, year after year, with making investments in capital and maintenance projects.

The table below (Table 4.6) shows potential Federal, state, regional, and locally administered funds for active transportation infrastructure. Many funding sources identified in this table rely on federal funds; federally administered sources are allocated directly by the federal government (USDOT). State and regionally administered sources are allocated by the State, metropolitan planning organizations, and other agencies. (See details in Appendix)

Federally Administered Funding

- Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
- Reconnecting Communities and Neighborhoods Grant
- Mega Grant
- Safe Streets and Roads for All

State Administered Funding

- Class B & C Road Funds
- Transportation Investments Funds and Transit Transportation Investment Funds
- Utah Outdoor Recreation Grant
- UORG Mini-Grant
- UORG Recreation Restoration Infrastructure
- UDOT Safe Sidewalk Program
- Surface Transportation Improvement Program
- Highway Safety Improvement
- Safe Routes to School
- UDOT Maintenance Program
- Utah Trail Network Funds

Regionally Administered Funding

- WFRC Surface Transportation Program
- WFRC Congestion Mitigation Air Quality (CMAQ)
- WFRC Transportation Alternatives Program

Table 4.6 Transportation Funding Sources

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GLOSSARY

Active Transportation: Transportation of people or goods through non-motorized means, based around physical activity. This includes walking, biking, wheelchairs, scooters, and skateboards.

Area Median Income (AMI): The midpoint of a region's income distribution based on household gross income. Calculated by HUD utilizing US Census Data.

Community Reinvestment Act (CRA): 1977 Federal law enacted to encourage banks to help meet the needs of borrowers in low- and moderate-income neighborhoods within their community. Intended to reduce discriminatory credit practices against low-income neighborhoods, known as redlining.

Congestion Mitigation and Air Quality (CMAQ): Provides federal funding for transportation projects and programs that reduce congestion and improve air quality.

Department of Housing and Urban Development (HUD): Federal Government department that administers federal housing and urban development laws, with the mission to "create strong, sustainable, inclusive communities and quality affordable homes for all."

First-Mile/Last-Mile Connection: The gap at the beginning and/or end of a trip between a public transportation stop and the destination. This connection can be fulfilled through comfortable and accessible active transportation routes, micro-mobility (shared bikes and scooters), taxis and micro-transit.

House Bill 462 (10-9a-403.1): A bill signed in 2022 aimed to address challenges around growth and considers access to opportunities, housing availability and affordability, transportation choices, and sustainable environmental conditions.

Housing Affordability: Housing on which the occupant is paying no more than thirty percent of gross income for housing costs, including utilities.

Housing and Transit Reinvestment Zone (HTRZ): A tool used by counties and cities that allows a portion of local tax revenue to support development and housing options in areas around existing public transit stations.

Metropolitan Statistical Area (MSA): Geographic region delineation by federal agencies consisting of a county or counties associated with at least one urban area of at least 50,000 population, plus adjacent municipalities with a high degree of social and economic integration with the core as measured through commuting ties.

Moderate Income: A household with an annual income at or below the area median income.

Moderate Income Housing (MIH): Housing reserved for occupancy by households with a gross household income equal to or less than 80% of the Area Median Income.

Redevelopment Agency (RDA): City department that manages and guides development projects and strategic investments and partnerships in a defined geographic area.

Station Area Plan (SAP): A plan intended to guide future growth and transportation access within a half-mile of a public transit station.

Tax Increment Financing (TIF): An economic development tool that captures the increase of property taxes of a geographically targeted area resulting from new development and diverts that revenue to subsidize that development or investment in public infrastructure.

Transit-Oriented Development (TOD): Compact, mixed-used development within walking distance to high-capacity rapid transit. Often features vibrant streetscapes, pedestrian-oriented routes, and land use that encourages active transportation and public transportation use.

Transit-Oriented Development Overlay (TODO): A defined geographic area in zoning code that overlays zoning districts, encourages property owners to develop their property using TOD design principles through the use of incentives while preserving rights under the existing zoning district designation.

Transportation Demand Management (TDM): programs and projects that aim to provide more competitive transportation options to driving alone, reduce trips, getting people to use transit, ridesharing, walking, biking, and teleworking and improve traffic congestion. Utilizes techniques like education, rewards, disincentives, and design .

United States Department of Transportation (USDOT): Federal Government Agency oversees the United States Transportation network including aviation, rail, roads, trucks, buses, maritime, pipeline and hazardous materials.

Utah Department of Transportation (UDOT): State agency overseeing the construction and maintenance of state highways in Utah

Utah Outdoor Recreation Grant (UORG): State grant that helps communities fund and build recreation amenity infrastructure projects that support local economic development.

Utah Transit Authority (UTA): Provides public transportation throughout the Wasatch front including bus, light rail (TRAX), streetcar, and commuter rail.

Wasatch Front Regional Council (WFRC): Agency Responsible for coordinating this transportation planning process as the designated Metropolitan Planning Organization (MPO) for the Wasatch Front.

NEAR-TERM TRANSPORTATION DEMAND MANAGEMENT STRATEGIES

STRATEGY	FOCUS AREA	DESCRIPTION	EXAMPLE	EFFECTIVENESS
Transit Fare Reduction	Transit	Partnering with UTA to offer residents discounted or free transit passes.	Salt Lake City's HIVE Pass Program	★★★
Transit Fund	Transit	Develop and fund a Mobility as a Service platform (MaaS) to connect residents to fixed transit stops.	UTA is currently partnering with rideshare platforms, GREENbike, Spin, and Lime scooters to deliver people to Salt Lake Central Hub and the North Temple TRAX Station.	★★★
Non-motorized Network	Walk/Bike	Continue enhancing the active transportation network to connect communities with transit stations.	Park City has been systematically investing in bus stops and first/last mile improvements to improve connectivity by foot or bike to the transit system.	★★
Carpool/ Vanpool Parking	Rideshare	Collaborate with employers and HOAs to reduce parking where plausible, and fund and implement programs that encourage carpooling, trip chaining, subsidizing e-bike purchases and transit passes, etc.	UTA has a rideshare program including both carpool and vanpool available to companies and individuals.	★★
Bike Share System	Bike	Integrate shared mobility strategies including bike-sharing and scooter-sharing to provide flexible options for commuters to reach and depart from transit stations.	Salt Lake City has a bike-share program called GREENbike for locals and visitors, which provides an alternate, green, transportation option to get around town.	★★

HIGH ★★★
MEDIUM ★★
LOW ★

LONG-TERM TRANSPORTATION DEMAND MANAGEMENT STRATEGIES

STRATEGY	FOCUS AREA	DESCRIPTION	EXAMPLE	EFFECTIVENESS
TDM Requirements for New Developments	Land Use	TDM requirements for new developments or redevelopment to ensure transportation impacts are effectively managed and multimodal transportation options are prioritized.	Park City has included this policy as part of TDM strategies.	★★
Efficient Parking	Parking	Develop a density bonus for parking reductions- and provide incentives to developers who reduce the number of parking spaces in their projects.	Salt Lake City has updated its ordinances to drop parking requirements in the districts around transit stations. Additionally, Areas with more bike trails and bus service are allowed to have fewer parking spaces.	★★★
Parking Supply Management	Parking	Develop a parking demand management that includes policies and strategies like dynamic parking pricing, shared parking between buildings, parking maximum limits, parking cash-out programs, and parking management technology.	WFRC conducted a study in 2021 about Utah Parking Modernization Initiative which includes parking management strategies. Also, cities like Park City and Salt Lake City have implemented some strategies like parking pricing and shared parking	★★★

HIGH ★★★
MEDIUM ★★
LOW ★

FEDERAL FUNDING SOURCES

SOURCE	DESCRIPTION	LOCAL MATCH	DEADLINE	LINK
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	RAISE grants will fund active transportation projects with a regional focus on safety, connectivity, and equity in communities.	20% Local match can be a combination of local, county, and DOT funds (however, the federal contribution may increase above 80% if a project is in a rural area, a historically disadvantaged community, or an area of persistent poverty).	End of February	https://www.transportation.gov/RAISEgrants/about
Reconnecting Communities and Neighborhoods Grant (RCN)	Awarded on a competitive basis for projects that advance community-centered connection transportation projects, with a priority for projects that benefit disadvantaged communities, by improving access to daily needs such as jobs, education, health care, food, nature and recreation; fostering equitable development and restoration; and reconnecting communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development.	Varies based on the grant types; Capital Construction Grants the local match is 50%, Community Planning, Capital Construction, and Regional Partnership Challenge Grants the local match is 20%.	End of September	https://www.transportation.gov/grants/rcnprogram

SOURCE	DESCRIPTION	LOCAL MATCH	DEADLINE	LINK
Mega Grant	Supports large, complex projects that are difficult to fund by other means and are likely to generate national or regional economic, mobility, or safety benefits. Eligible projects could include highway, bridge, freight, port, passenger rail, and public transportation projects of national or regional significance. Half of the funds are available for projects above $500 million in total cost, the other half are available for projects between $100 million and $500 million in total cost.	May be used for up to 60 percent of eligible project costs. Other Federal assistance may satisfy the non-Mega share requirement for a Mega grant, but total Federal assistance may not exceed 80 percent of future total eligible project costs.	mid-August	https://www.transportation.gov/grants/mega-grant-program
Safe Streets and Roads for All (SS4A)	SS4A funds projects that reduce death and serious injury on roads and streets. WFRC is providing the SS4A Action Plan for all communities within the WFRC planning area. When this plan is ready, Midvale City can apply for an implementation fund grant.	20%	mid-July	https://www.transportation.gov/grants/ss4a/how-to-apply

STATE FUNDING SOURCES

SOURCE	DESCRIPTION	LOCAL MATCH	DEADLINE	LINK
Class B & C Road Funds	These funds are allocated to each city and county based on population, road mileage, and land area. Class B funds go to counties while Class C funds go to cities and towns. Funding can be spent on "enhancement of traffic and pedestrian safety" including sidewalks, curb and gutter, and the construction of bicycle facilities in the highway right-of-way.	For fiscal year 2023, $1,065,494.24 was allocated to Midvale City.	N/A	https://udot.utah.gov/connect/business/public-entities/local-government-program-assistance/
Transportation Investments Funds, Transit Transportation Investment Funds (UDOT TIF & TTIF	Provide funding for nonmotorized paved first/last mile connections to transit and active transportation projects. Projects can include sidewalks, multi-use pathways, pedestrian bridges, bicycle lanes, and bus stops. Goals must be to mitigate congestion on a state highway, implement a part of an active transportation plan approved by UDOT, and projects that are prioritized by the Commission through the prioritization process. Project funding is often in the range of $15,000-$1,500,000 per application.	40% or in-kind match.	Open from June to August	https://projectprioritization.udot.utah.gov/
Utah Outdoor Recreation Grant (UORG- Tier 1)	For new outdoor recreation infrastructure projects and helps communities build recreation amenities that support local economic development and funds projects from $15,001-$200,000.	50%	Cycle is mid-January to mid-March	https://recreation.utah.gov/utah-outdoor-recreation-grant/
UORG Mini-Grant	Ideal for smaller projects. The grant awards funds between $500-$15,000.	50%	Cycle is mid-January to mid-March	https://drive.google.com/file/d/1ESwKK2jyskxpG5NMuyaC8rTSpYKiRmXx/view
UORG Recreation Restoration Infrastructure (RRI)	Awarded to restore high-use and high-priority trails or repair or replace other types of developed recreation infrastructure on public lands. RRI grants are offered from $5,000-$150,000.	50%	Cycle is mid-January to mid-March	https://drive.google.com/file/d/1ESwKK2jyskxpG5NMuyaC8rTSpYKiRmXx/view

SOURCE	DESCRIPTION	LOCAL MATCH	DEADLINE	LINK
UDOT Safe Sidewalk Program	For the construction of new sidewalks, they need to be adjacent to state routes where sidewalks do not currently exist and where major construction or reconstruction is not planned for 10 or more years.	25%	Varies	https://docs.google.com/document/d/1sfOQu5qictzKDAj0yDvSO48JFuYrZZbuYsyW4bbardY/edit
Surface	The STIP is maintained daily and includes transportation projects on the state, city, and county highway systems as well as projects in the national parks, national forests, and Tribal lands. These projects use various federal and state funding programs, administered by UDOT.	N/A	Ongoing	https://www.udot.utah.gov/connect/about-us/commission/stip/
Highway Safety	Available for safety projects aimed at reducing traffic fatalities and serious injuries. Bike lanes, roadway shoulders, crosswalks, intersection improvements, underpasses, and signs are examples of eligible projects. Projects in high-crash locations are most likely to receive funding.	10%	N/A	https://highways.dot.gov/safety/hsip
Safe Routes to School (SRTS) Program	This program provides funding for both infrastructure improvements and educational programs to promote safe walking and bicycling to and from elementary, middle, and junior high schools. Project budgets typically range between $50,000 and $200,000.	Not required; Priority points may be assigned for providing matching funds	Mid-September to mid-October	https://www.udot.utah.gov/connect/business/public-entities/safe-routes-to-school-srts-program/
UDOT	UDOT can use routine street resurfacing as an opportunity to add bicycle lanes or buffers onto existing facilities. This option would not require additional funding.	N/A	N/A	https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/resurfacing/resurfacing_workbook.pdf

REGIONAL FUNDING SOURCES

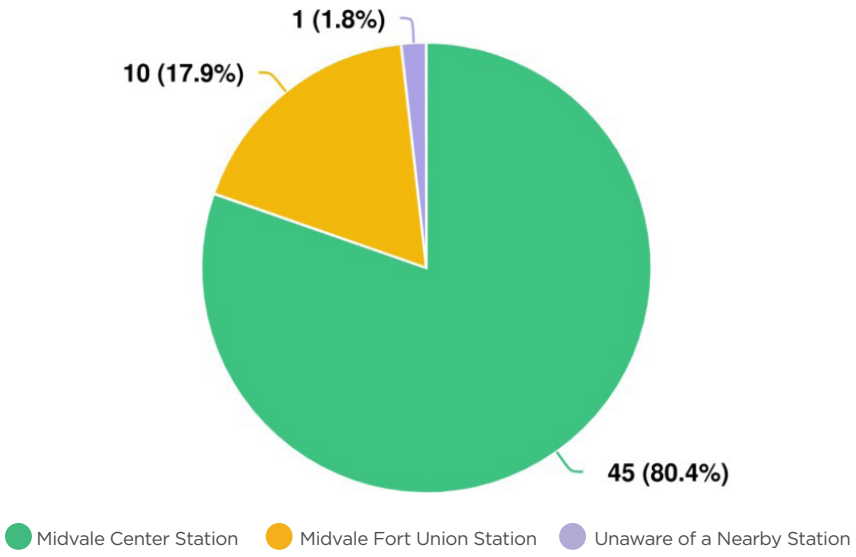
SOURCE	DESCRIPTION	LOCAL MATCH	DEADLINE	LINK
WFRC Surface Transportation Program	For constructing new streets or widening, improving, or reconstructing existing streets classified as freeways, highways, arterials, or collectors. Also bridge replacement, intersection improvements, projects which reduce traffic demand, such as transit capital improvements and active transportation, and other projects. Funds are programmed over a six-year period and applicants currently will be competing for funds available in the federal fiscal year 2029.	6.67%	Letters of Intent are due in September.	https://wfrc.org/programs/transportation-improvement-program/surface-transportation-program/
WFRC Congestion Mitigation Air Quality (CMAQ)	Funds must be used for transportation projects which improve air quality. Examples of eligible projects include transportation control, construction/ purchase of new public transportation facilities and equipment; construction of bicycle or pedestrian facilities; promotion of alter-native travel modes, including ridesharing; Intelligent Transportation Systems (ITS); and certain traffic control measures, such as traffic signal coordination, inter-section improvements, and incident management. The funds may not be used for major road widening. Funds are programmed over a six-year period and applicants currently will be applying for funds available in federal fiscal year 2029.	6.67%	Letters of Intent are due in September.	https://wfrc.org/programs/transportation-improvement-program/congestion-mitigation-air-quality-program/
WFRC Transportation Alternatives Program	Funds may be used for construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure that will provide safe routes for non- drivers, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990. Funding eligibility includes Safe Routes to School infrastructure projects. Applicants will be competing for funds available in the federal fiscal year 2025.	6.67%	Letters of Intent are due in September.	https://wfrc.org/programs/transportation-improvement-program/transportation-alternatives-program/

ONLINE SURVEY SUMMARY

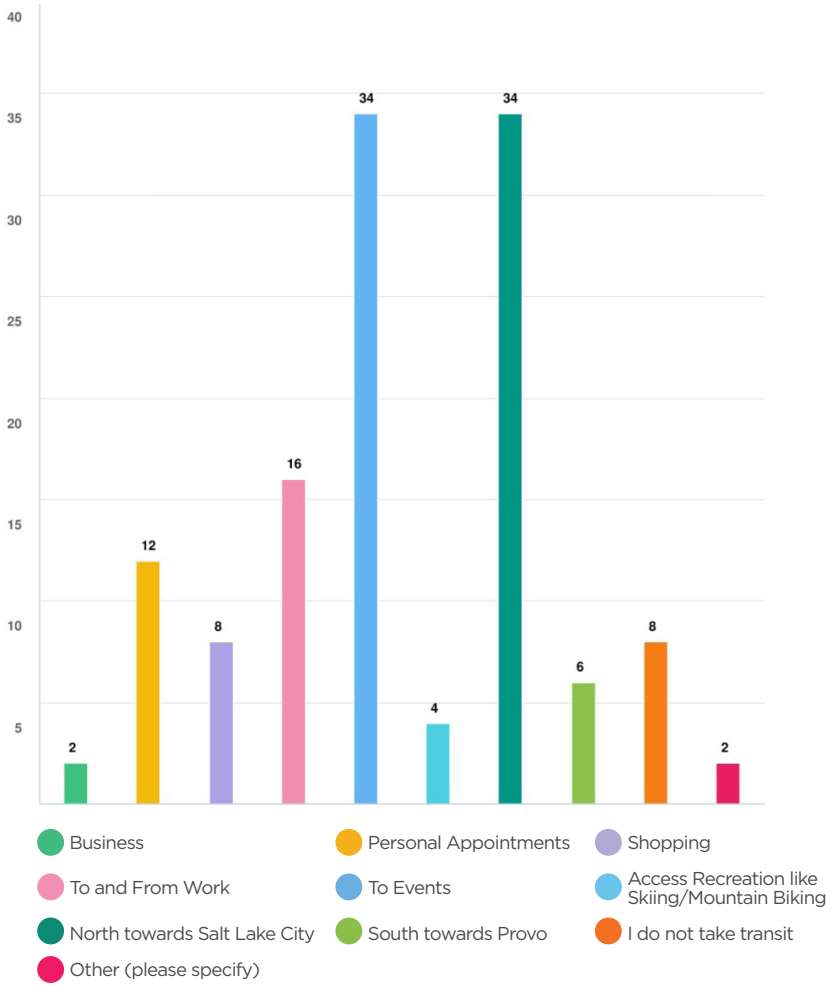
The online survey launched on April 17th and was open through mid-June, using the online platform Bang The Table. Throughout this timeframe, fifety-nine people responded to the survey, providing feedback that helped inform the planning process and recommendations for each station area.

The following are the survey questions and results. Additional open-answer comments in the survey have been synthesized at the end of this section.

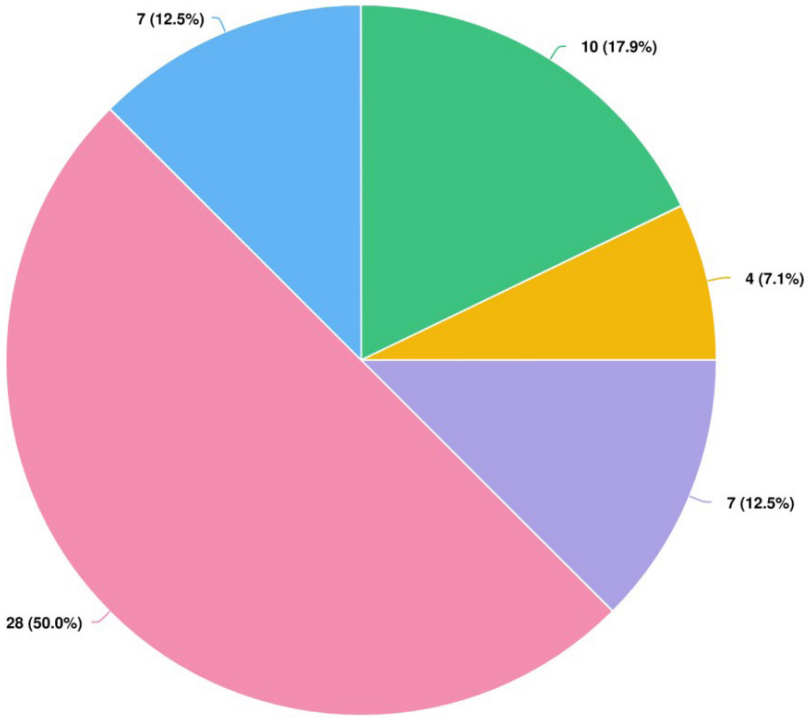
Q1: What is the closest station to you?



Q2: Where are you currently taking transit? (Select all that apply.)

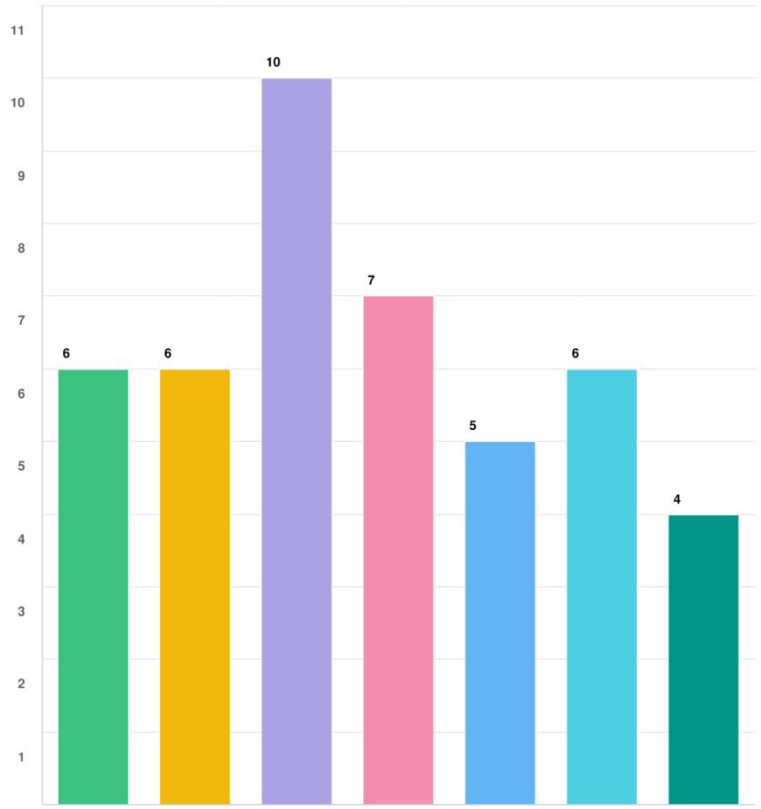


Q3: How often are you taking transit?



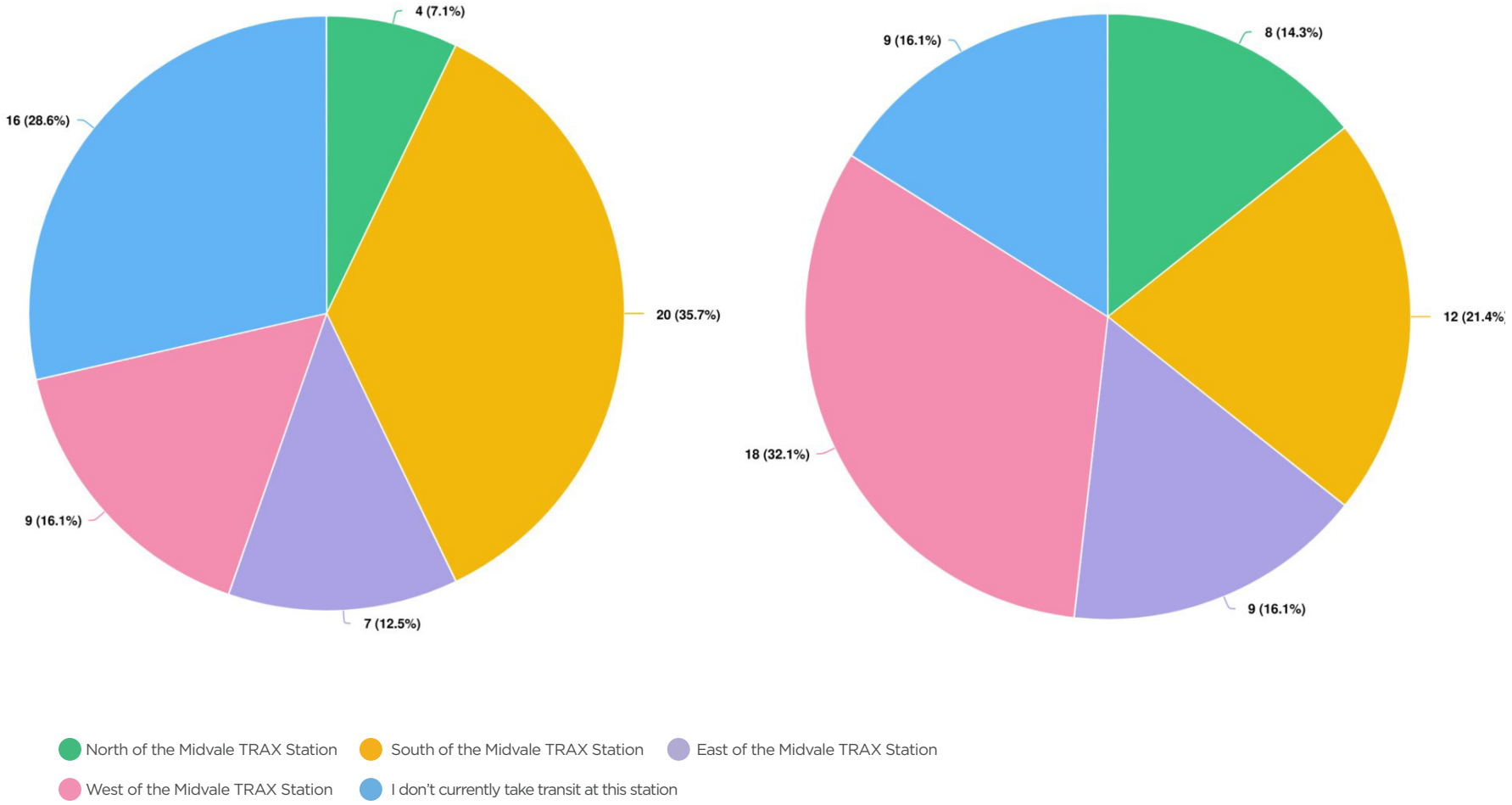
Multiple times a week
Once a week
Once a Month
A few times a year
I am not currently taking transit

Q4: If you selected 'not currently taking transit', what are reasons that prevent you from using transit? (Select all that apply.)

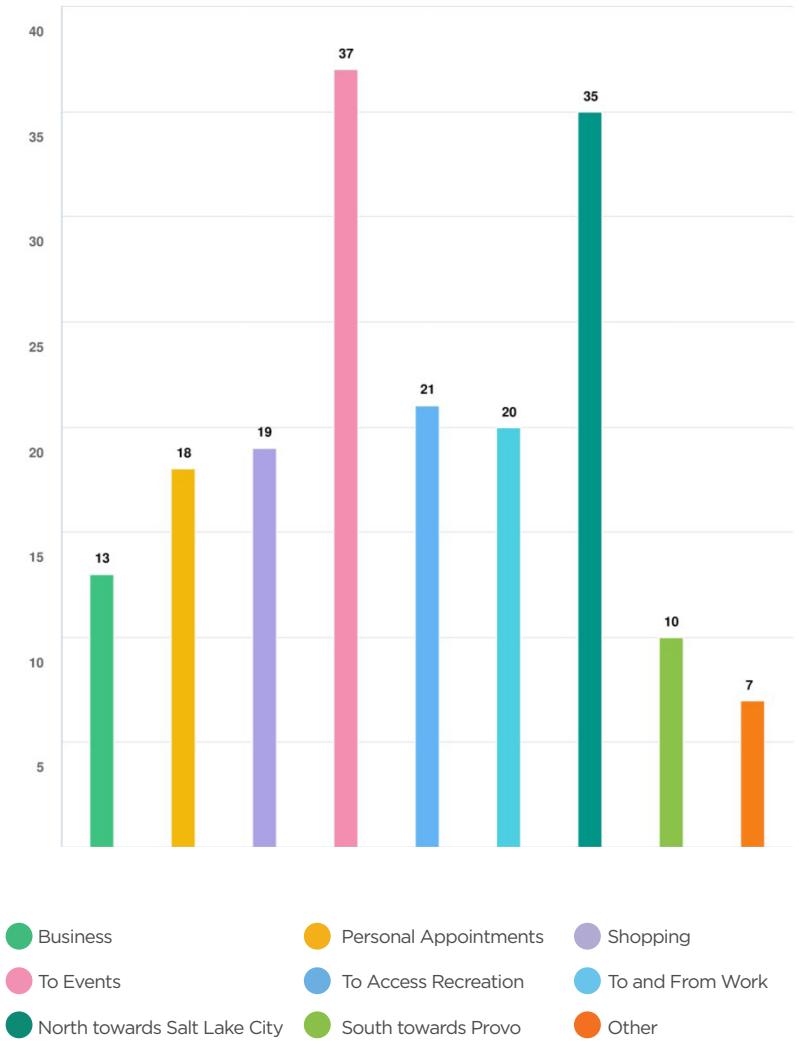


Safety Concerns
Inconvenience to Access
Takes too much time
Transit doesn't go where I need to travel
Transit does not run during times I woul dlike to use it
It is hard to access the stations by foot or by bike
Other (please specify)

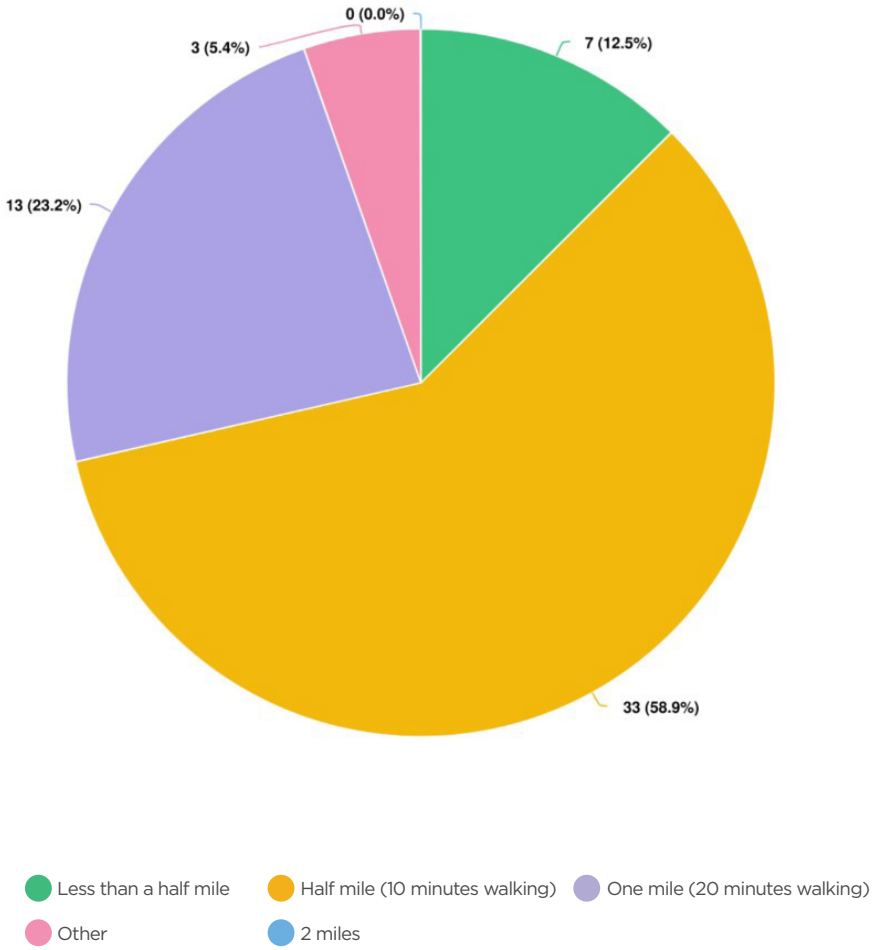
Q5/Q6: Where are you coming from to get to the Station?



Q7: If stations were improved, where would you take transit? (Select all that apply.)

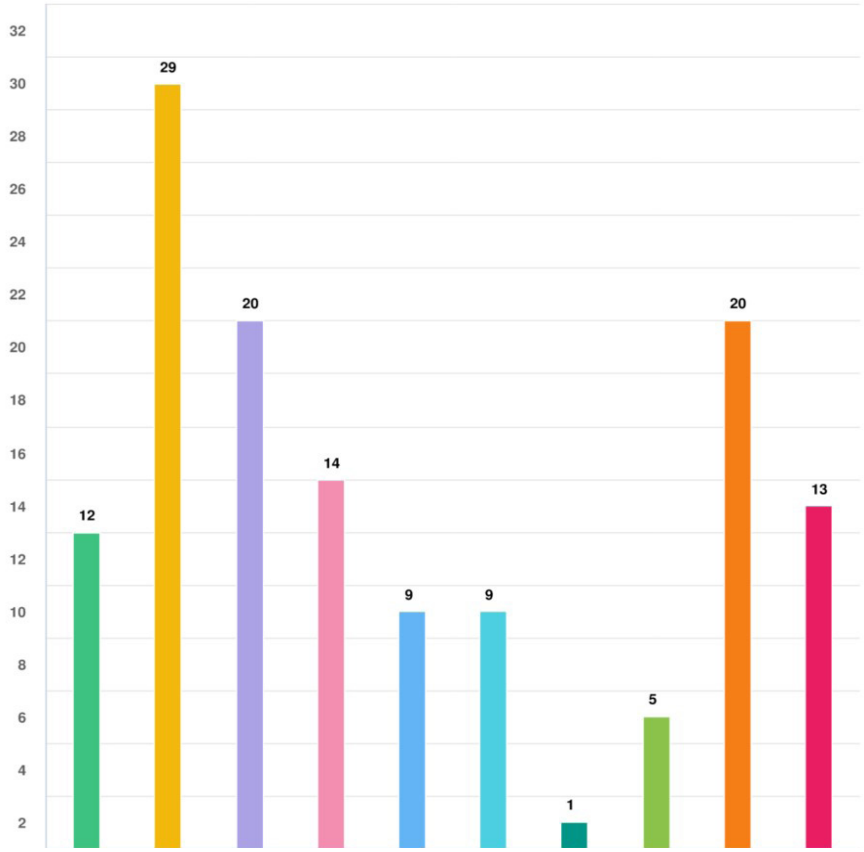


Q8: How far are you willing to walk or bike to take public transportation?

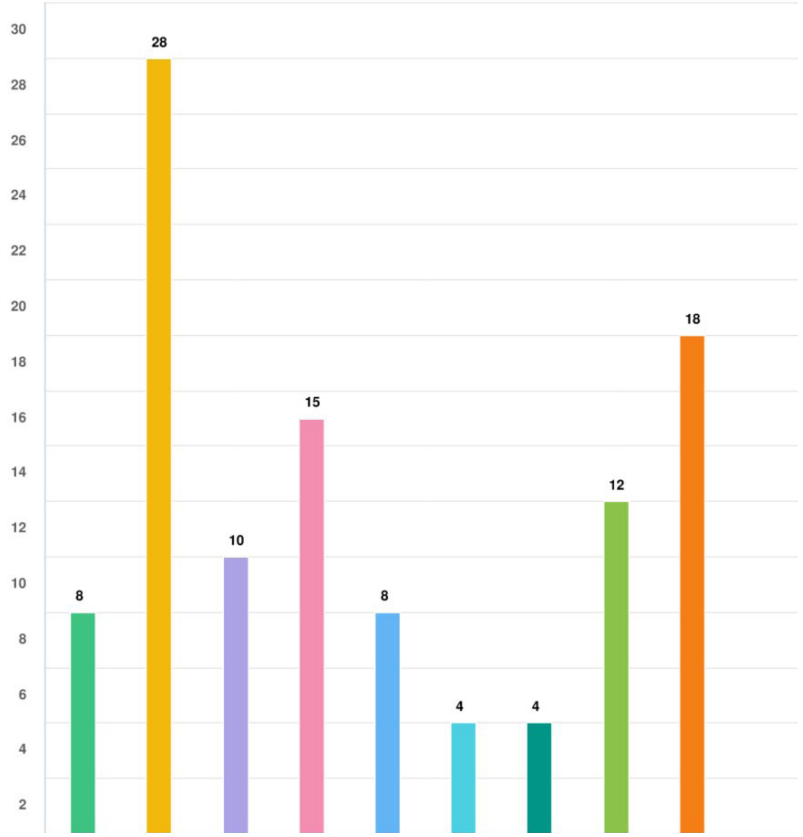


Q9/Q10: What barriers currently exist for you in accessing the TRAX Stations? (Select all that apply.)

Midvale Fort Union Station



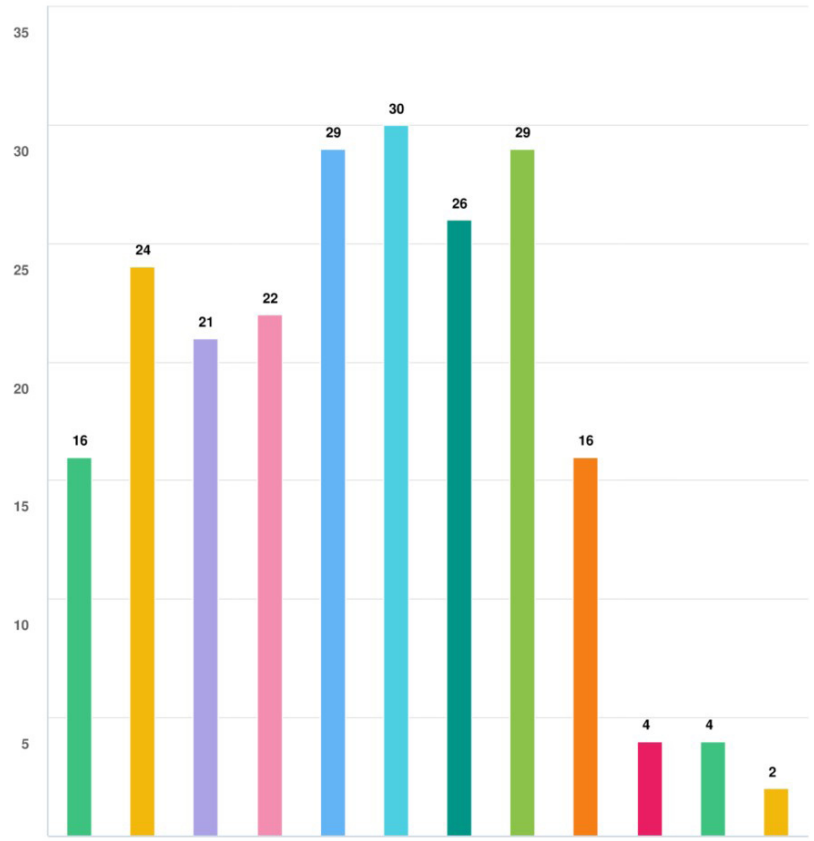
Midvale Center Station



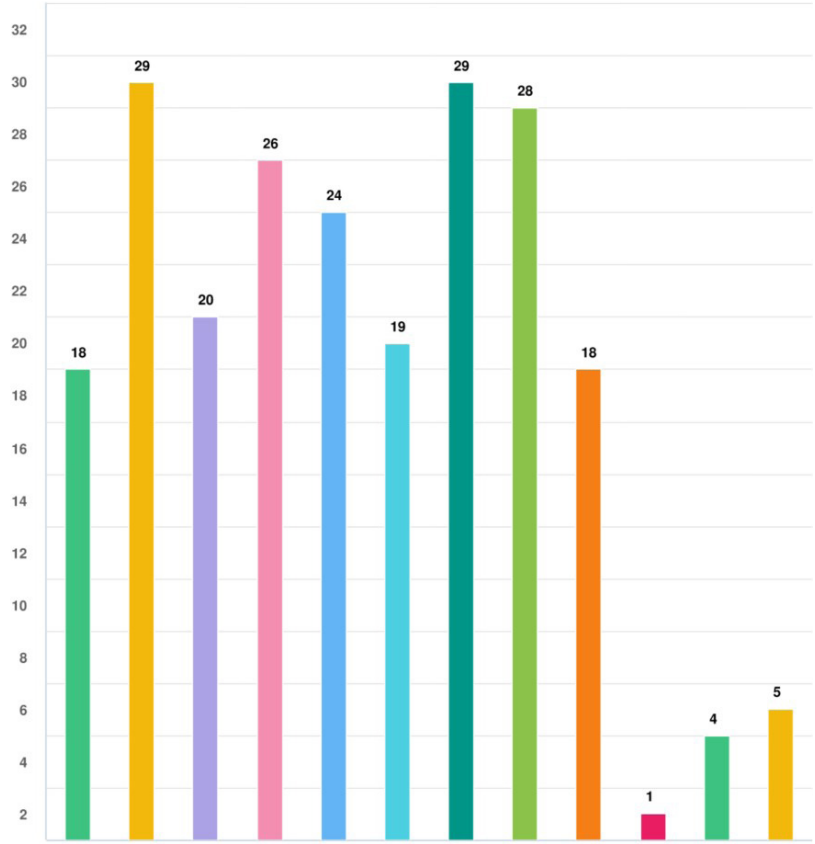
- No direct walking or biking connections
- Uncomfortable walking or biking conditions
- Lack of contiguous sidewalks and bike lanes
- Poor lighting
- Lack of amenities at stations
- Poorly marked or signalized crosswalks/intersections
- Barriers like I-15 and/or the rail corridor
- Lack of Parking
- Lack of wayfinding signage
- Other

Q11/12: What improvements would you like to see at the TRAX Stations? (Select all that apply.)

Midvale Fort Union Station



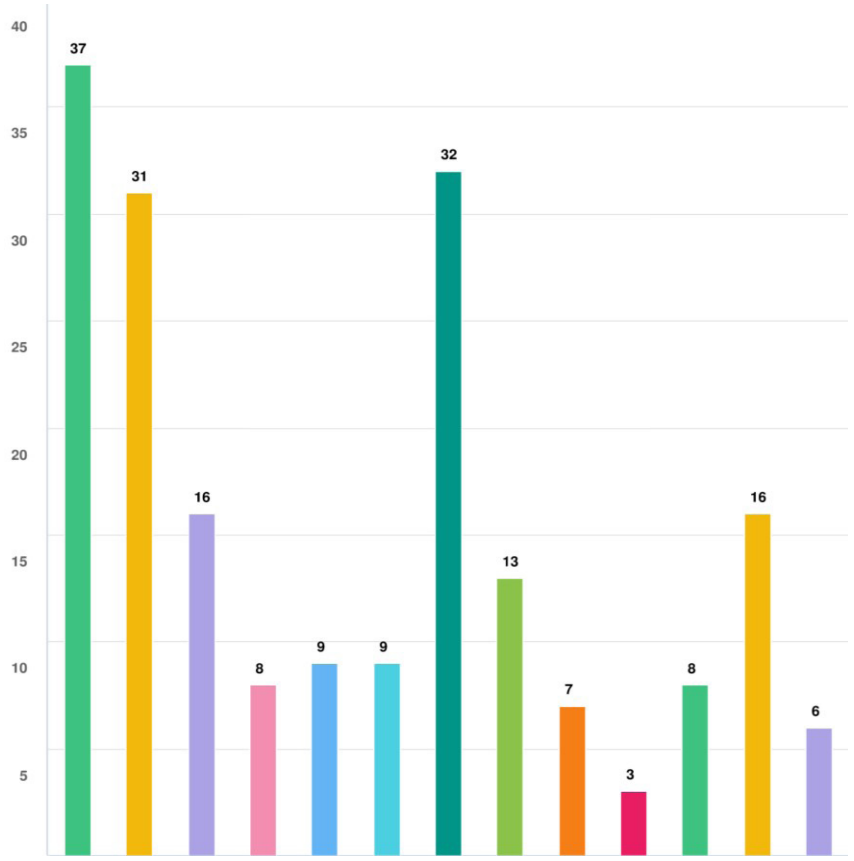
Midvale Center Station



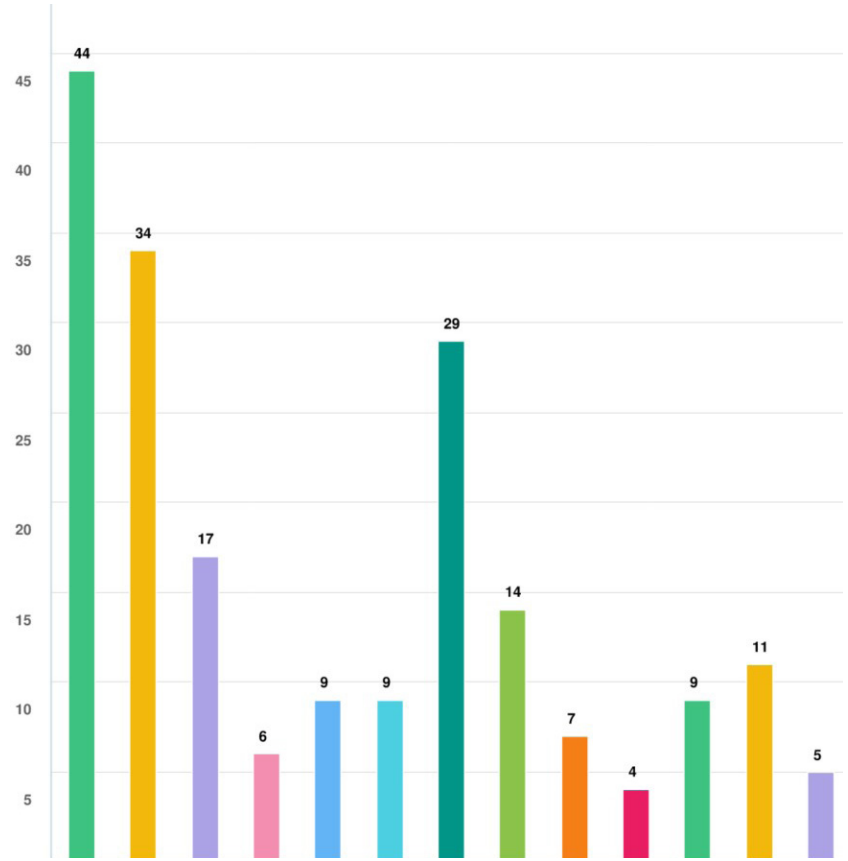
- Open spaces or public plazas
- Placemaking elements (murals and public art, plazas, art, etc)
- Commercial stores
- Enhanced pedestrian and bike experience
- Connectivity
- Retail
- Shelter improvements (covered platforms, lighting, wayfinding signs)
- Safety Improvements
- Bicycle parking or lockers
- More vehicle parking
- Ski storage
- Other

Q13/14: Which of the following commercial uses or amenities do you think would fill unmet needs near the Stations? (Select all that apply.)

Midvale Fort Union Station



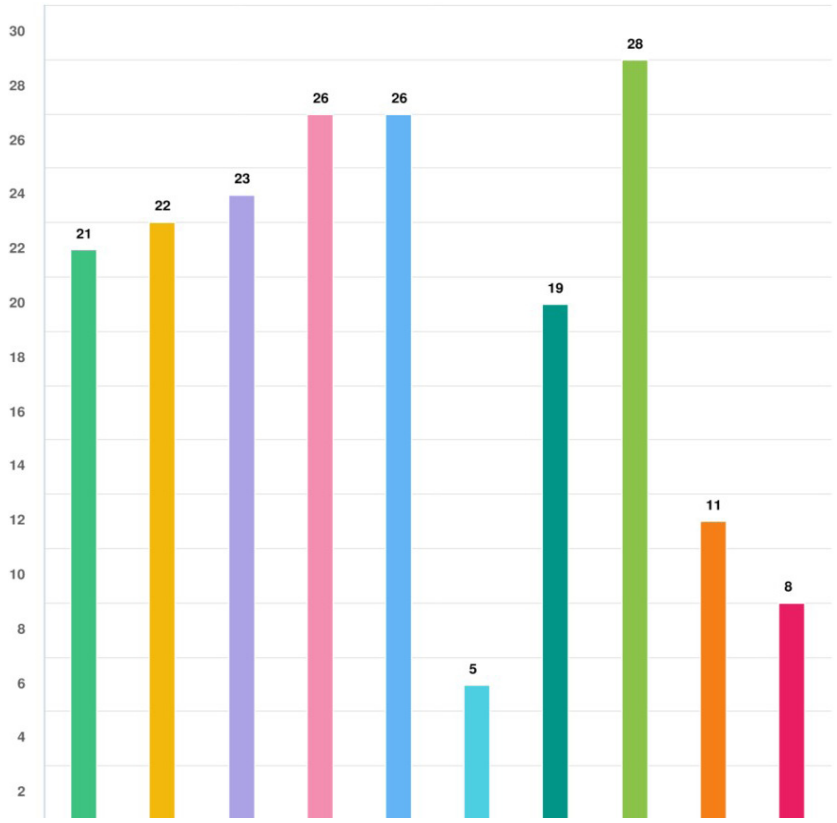
Midvale Center Station



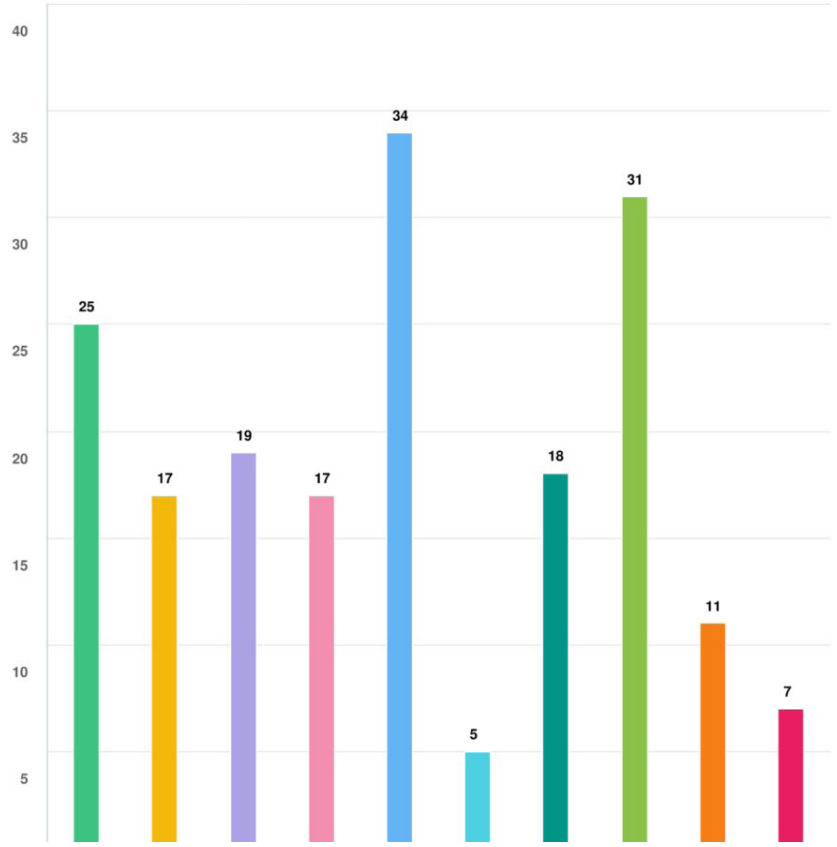
Grocery Store
Restaurants
Pharmacy
Healthcare
Fitness
Childcare
Public Park
Clothing and Accessories
Electronics
Furniture
Sports and Hobbies
Professional Office Space
Other

Q15/16: What improvements would encourage you to live near the Stations? (Select all that apply.)

Midvale Fort Union Station

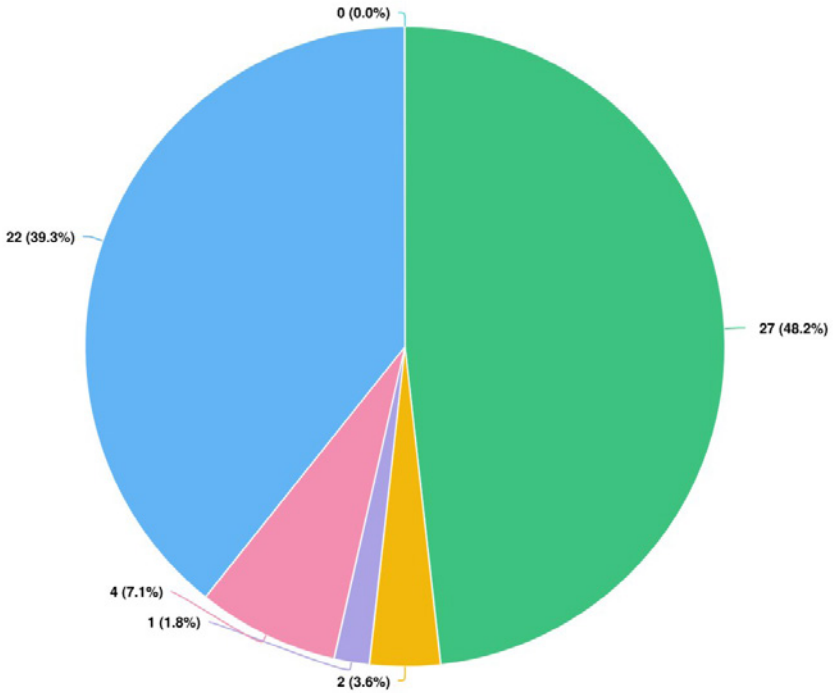


Midvale Center Station

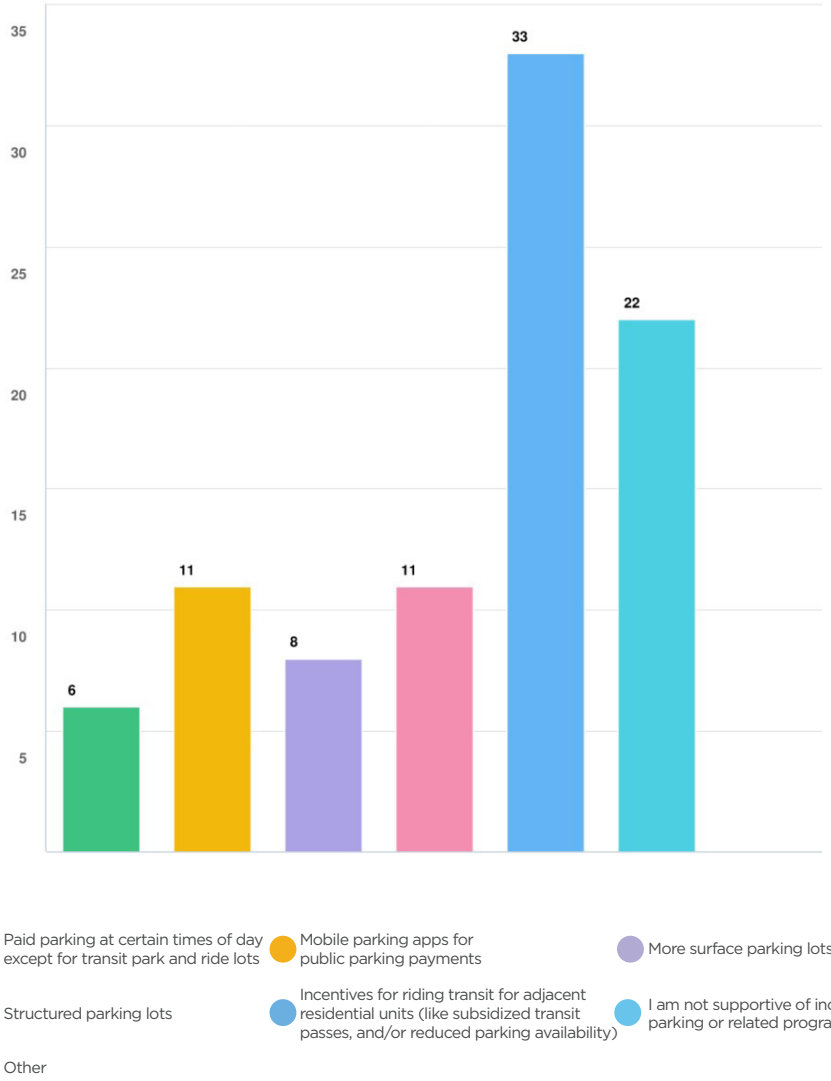


Walking and biking connection improvements
Less traffic congestion and vehicle travel delays
Bike/pedestrian improvements
More housing choices
More food and grocery options
More parking options
More destinations and commercial amenities
Civic space (parks, plazas, green spaces, etc.)
Multimodal connectivity
Other

Q17: What type of parking do you currently utilize in the areas around the Midvale Fort Union and Center Stations?



Q18: What types of additional parking infrastructure or programs are you supportive of? (Check all that apply.)



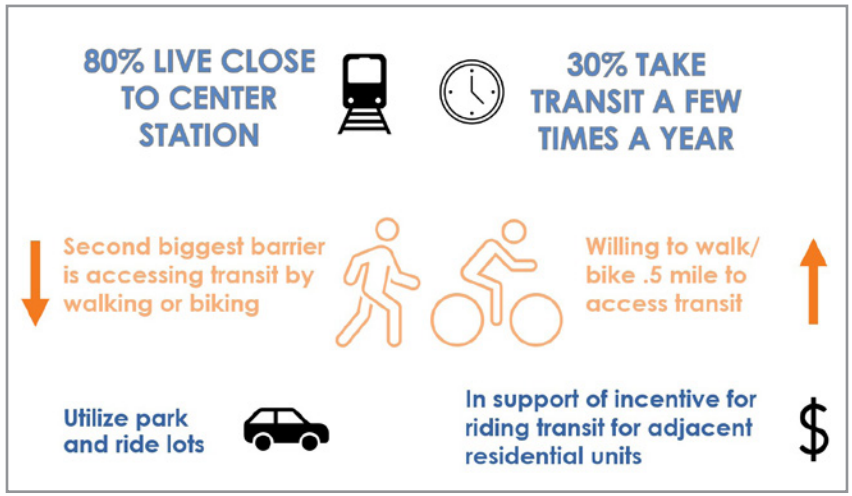
Q19: Additional Comments

- Make more walkable paths
- Incorporating more family activities and spaces into the area
- More people should be riding TRAX
- The existing conditions and systems makes public transit inconvenient
- Transit stations do not feel cohesive to the the existing area and prioritizes car movements
- Not pedestrian- friendly
- Planting more trees for shade along sidewalks
- Improve pedestrian crossings to make them safer
- Increase safety and retail around Center Station
- More attractive to the public and people outside of the City
- Concerns with Fort Union Station being unmaintained and an unpleasant to walk through
- Center Station as a desert for amenities and lacking businesses (potential need for food/dining services, convenience stores, lots of parking, unwelcoming mulit-units housing,
- Concerns with maintenance and appearance of multi-unit housing
- Importance placed on increasing retai, housing choices, and grocery store needs for both station areas
- Implement more commercial spaces but at a smaller scale for the Center Station Area
- Support for investing in existing businesses
- Encourage supportive uses to all the anticipated housing
- Consider challenges with spillover parking in Center Station and Fort Union Station from new development
- Address crime and safety near Fort Union station and at park-and-ride lots
- Existing amenities should be better maintained and cleaned at the stations (i.e. benches, sidewalks, garbage cans)
- Needs better access from neighborhoods especially at Center Station (concerns with connections to Taft Street)
- Consider underutilized parcels near Center Station
- Easy and accessible for some residents living close to the stations
- Incorporate more green spaces and mixed-uses
- Concerns with affordability and changing the character of single-family residential neighborhoods
- Remove barriers, dead ends, more connectivity for pedestrians and cyclists.

Key Takeaways

The responses in the survey highlighted that time is one of the biggest preventions to using transit followed by safety and access by foot or bike to the TRAX Stations. Additionally, the top physical barriers for respondents were uncomfortable walking and biking conditions, lack of contiguous sidewalk and bike lanes, and lack of amenities at the transit stations. In general, respondents are willing to walk or bike at about a half-mile to access transit.

Top improvements for both station areas are better connections, increased amenities, and more placemaking elements. If improvements were made, respondents would likely use the service to travel north to events in Salt Lake City and to access recreation activities. Park-and-ride lots are somewhat utilized, but mostly underutilized for both Stations. Many respondents are supportive of incentives for riding transit for adjacent residential units.



Midvale Center Station



Fort Union Station



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Paul Drake, Director Real Estate & TOC
	Kayla Kinkead, TOC Predevelopment Supervisor

TITLE:

R2024-06-03 - Resolution Adopting the West Jordan & Midvale Station Area Plan

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2024-06-X 03 to adopt the West Jordan & Midvale Station Area Plan

BACKGROUND:
In 2022, HB462 legislation mandated all cities with a fixed-guideway public transit station (rail or BRT) to develop and certify a Station Area Plan. Station Area Plans are intended to promote shared objectives of 1) increasing housing availability and affordability, 2) enhancing access to opportunities, 3) promoting sustainable environmental conditions, and 4) increasing transportation choices and connections. Supported by UTA, Station Area Plans are led by municipal staff to ensure a shared vision, that City regulations allow for transit-supportive uses, and key steps are identified for Station Area Plan implementation. The West Jordan & Midvale Station Area Plan includes the West Jordan City Center, Historic Gardner, and Bingham Junction TRAX stations. This Station Area Plan was formally adopted by West Jordan and Midvale City and certified by the Wasatch Front Regional Council (WFRC) in early 2024.

DISCUSSION:
The City of West Jordan and Midvale City, in coordination with UTA and WFRC, worked together to develop the Station Area Plan for three adjacent TRAX stations: West Jordan City Center, Historic Gardner, and Bingham Junction. West Jordan and Midvale City integrated these stations into one Station Area Plan to highlight the station area's proximity,
transit corridor connections, and long-term success for future development and economic growth. This Station

Area Plan prioritized the following objectives and outcomes for implementation:
1) creating pedestrian-scale development and walkable neighborhoods, 2) increased pedestrian and bicycle connectivity, 3) improved access to transit stations with safe and comfortable infrastructure, 4) reducing automobile dependence to reduce traffic congestion, and 5) creating vibrant public realms and open space that meets the needs of urbanized livability.

ALTERNATIVES:
Amendments to the Station Area Plan may be recommended to West Jordan and Midvale Cities. Refinements specific to UTA's property may be addressed in future UTA Master Development Plans or Agreements. Any changes to the SAP will require City approval. Without Board of Trustees adoption, UTA may not pursue development of its properties within the West Jordan City Center, Historic Gardner, and Bingham Junction station areas.

FISCAL IMPACT:
There is no fiscal impact to UTA. The proposed West Jordan & Midvale Station Area Plan will better position UTA and the respective cities to coordinate redevelopment of the three station areas. This aligned coordination will promote future transit-oriented development in an efficient and fiscally responsible manner.

ATTACHMENTS:
Resolution R2024-06-03, including the following exhibit:

- West Jordan & Midvale Station Area Plan

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE WEST JORDAN & MIDVALE CITIES STATION AREA PLAN

R2024-06-03 June 12, 2024

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

WHEREAS, the Authority's Board of Trustees (the "Board") has adopted Board of Trustees Policy 5.1 – Transit-Oriented Development (the "Policy"); and

WHEREAS, the Policy requires the Authority to establish Station Area Plans in collaboration with applicable municipalities; and

WHEREAS, a Station Area Plan was completed for West Jordan & Midvale, Utah, which includes specific plans for three adjacent TRAX stations: West Jordan City Center, Historic Gardner, and Bingham Junction City ("Station Area Plan"); and

WHEREAS, on May 22, 2024, the Local Advisory Council reviewed and approved for recommendation to the Board the Station Area Plan; and

WHEREAS, the Board finds it is in the best interest of the Authority and the applicable municipalities to adopt the Station Area Plan for West Jordan & Midvale.

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

1. That the Station Area Plan is hereby adopted for West Jordan & Midvale, Utah, which includes specific plans for three adjacent TRAX stations: West Jordan City Center, Historic Gardner, and Midvale City, attached as Exhibit A.

Approved and adopted on this June 12, 2024.

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_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Annette Royle
Secretary to the Board of Trustees

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...
Legal Counsel

DocuSign Envelope ID: C2169BC1-1A0E-43E0-A919-1AF2A4CAED40

Exhibit A

Station Area Plan for West Jordan and Midvale, Utah

STATION AREA PLAN
WEST JORDAN & MIDVALE

Prepared for Wasatch Front Regional Council
November 2023



Prepared by: **Design Workshop**
Prepared for: **Wasatch Front Regional Council**

WEST JORDAN & MIDVALE STATION AREA PLAN

PREPARED FOR

Wasatch Front Regional Council

WASATCH FRONT REGIONAL COUNCIL

Byron Head, Community Planner

UTAH TRANSIT AUTHORITY

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Nick Duerksen
Kayla Kinkead

MIDVALE CITY

Adam Olsen
Wendelin Knobloch
Cody Hill
Laura Magness

WEST JORDAN CITY

Tayler Jensen
Mark Forsythe
Megan Jensen
Tauni Barker
Marie Magers

PREPARED BY

DESIGN WORKSHOP

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Marianne Stuck, Project Manager
Eric Krohngold, Strategic Services Specialist
Emily Burrowes, Strategic Services Specialist
Carolyn Levine, Planner
Samata Gyawali, Planner

FEHR & PEERS

Dan Cawley
Jon Nepstad

DAVID EVANS & ASSOCIATES

Leah Jaramillo
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INTRODUCTION

INTRODUCTION

The City of West Jordan and Midvale City, in partnership with Wasatch Front Regional Council (WFRC) and Utah Transit Authority (UTA) worked together to develop station area plans for three adjacent stations: City Center, Historic Gardner, and Bingham Junction. Because of the station areas' proximity, coordination was paramount to the long-term success of future development to support regional transit.

Transit Oriented Communities (TOC) that enable people to get an easy access to mixed-uses and services around public transit, are a shared goal of WFRC, UTA, West Jordan, and Midvale. This type of development prioritizes transit and pedestrian-scale development to create walkable neighborhoods with everyday amenities within safe and comfortable walking distance of transit stations. Outcomes of TOC include reduction in traffic congestion and pollution, increased bicycle and pedestrian connectivity, and a vibrant public realm that meets the needs of modern living.

STATION AREA PLANS

A Station Area Plan (SAP) is intended to advance shared goals by maximizing development potential around transit stations through a collaborative planning approach. Per Utah House Bill 462 (HB462), cities with fixed-guideway public transit stations such as FrontRunner, TRAX, or BRT, are required to develop a SAP for that station. The goals of HB462 are to increase the availability and affordability of housing, including moderate income housing; promote sustainable environmental conditions; enhance access to opportunities; and increase transportation choices and connections.

PROJECT AREA

As required by HB462, the overall project area includes a ½ mile radius from each TRAX station. The three TRAX stations this study focuses on are: Bingham Junction in Midvale City, Historic Gardner in West Jordan City and City Center in West Jordan City. Each station is served by the TRAX Red Line, and connect directly to Downtown Salt Lake City, the University of Utah, and Daybreak Community. The three stations have strong functional, physical, and economic relationships, and although each has a unique character and needs, they overlap and work as a larger system.

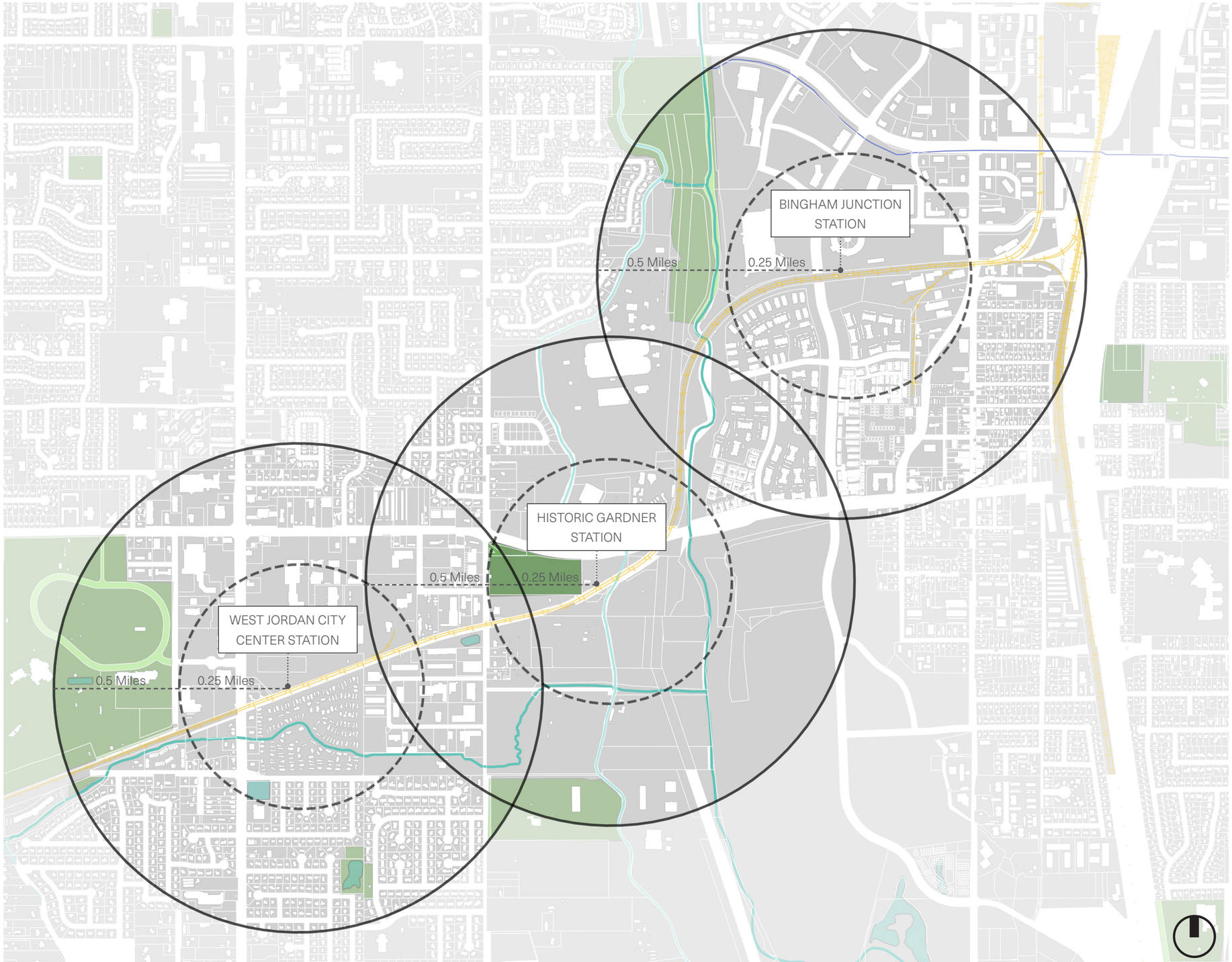


Figure 1: Context Map, Source: ESRI, 2022

BINGHAM JUNCTION STATION

Bingham Junction Station is located in Midvale at 7387 Bingham Junction Boulevard, directly south of the Overstock Coliseum. The station contains a 2.7-acre park and ride lot, as well as large office and commercial spaces to the north. Multifamily residential development is south of the station. Major roads in the area include 7200 S to the north, Bingham Junction Boulevard to the west, South Main Street to the east, and Tuscany View Road to the south.

OPPORTUNITIES AND CONSTRAINTS

With a distinctive corporate character, Bingham Junction presents various challenges related to connectivity and multi-modal mobility in the area. The lack of a clear connection to Main Street Midvale separates that area from the TRAX station and presents a barrier to connecting both destinations. Similarly, lack of pedestrian amenities make it difficult to connect the residential neighborhoods to the south with the commercial areas to the north. With a large right-of-way, Bingham Junction Boulevard presents an opportunity to establish safer and more walkable routes that could encourage pedestrian movement in the area. At the same time, the opportunity exists to explore new connections to the Jordan River Parkway from the station.

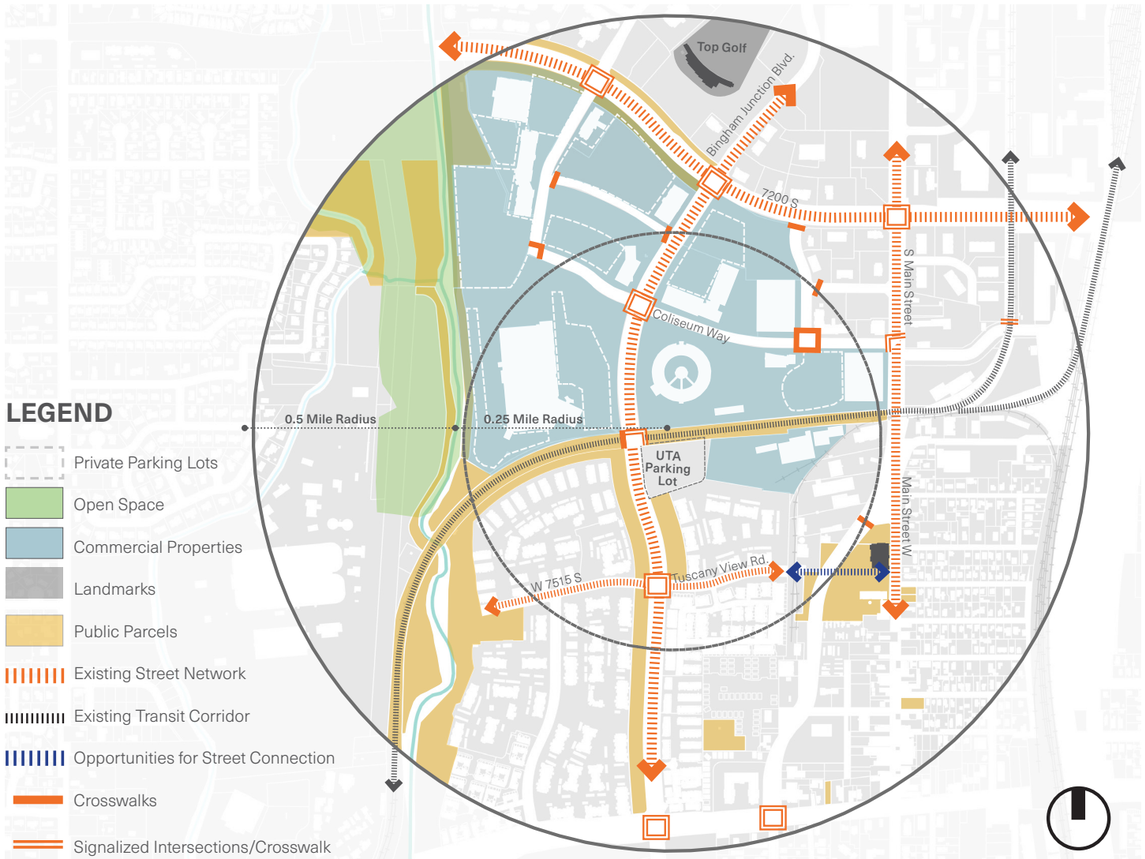


Figure 2: Opportunity and Constraints Map | Bingham Junction Station, Source: ESRI, 2022

HISTORIC GARDNER STATION

Historic Gardner station is located at 1127 West 7800 S in West Jordan. The station is situated west of the Jordan River and north of Bingham Creek and adjacent to the North Jordan Canal. The station hosts a 2.17-acre UTA park and ride lot that is directly south of the Historic Gardner Village. Other adjacencies include the West Jordan City Cemetery, Historic Pioneer Hall, and Jordan River Parkway trail. The northern portion of the station area has several new multi-family residential areas and a South Valley Water Reclamation Facility. Uses south of the station are predominately industrial.

OPPORTUNITIES AND CONSTRAINTS

The proximity of the station to Gardner Village and the Jordan River Parkway presents an opportunity for developing a pedestrian/bike-oriented environment that increases the accessibility to these amenities while becoming a regional access point to the Parkway. The historic and agricultural character of the area should be preserved and celebrated, while offering safer pedestrian connections to Gardner Village from the station area. The intersection of 7800 S and the Jordan River Parkway presents a challenge for connectivity in the area but also an opportunity to redefine accessibility to key assets both in West Jordan and Midvale City.

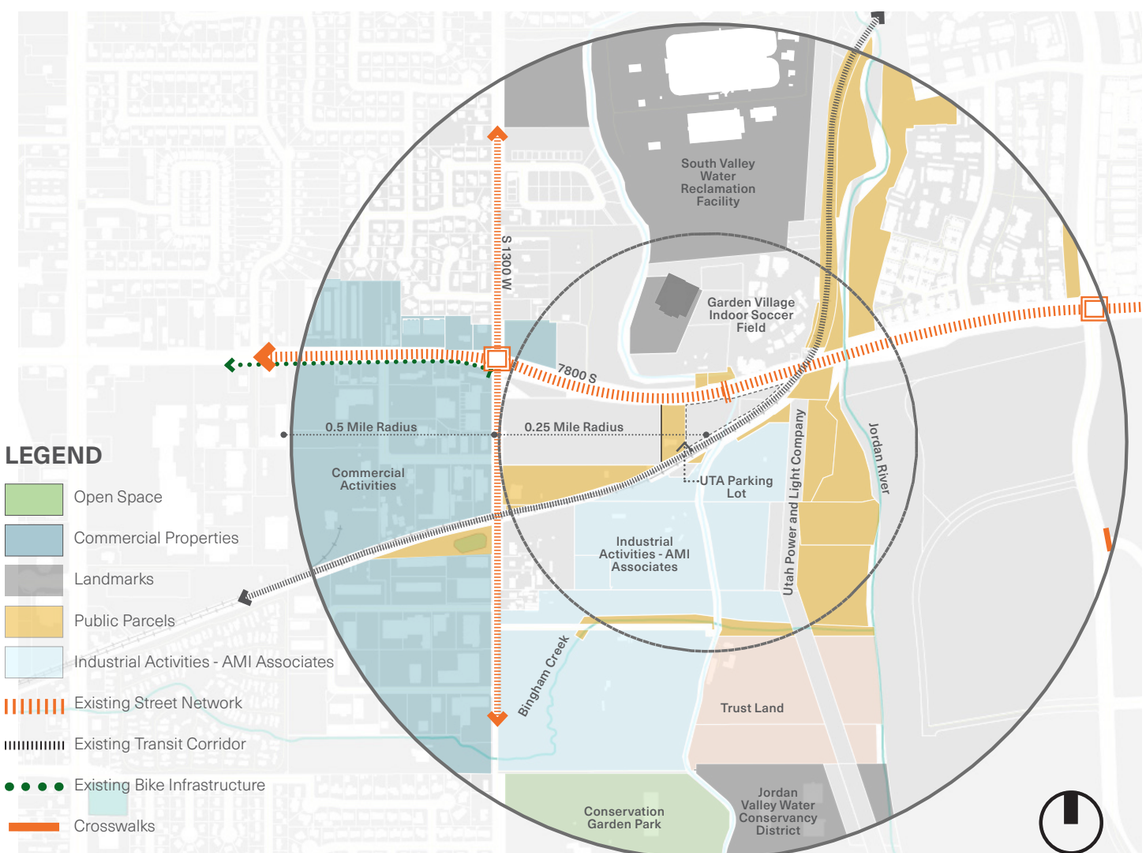


Figure 3: Opportunity and Constraints Map | Historic Gardner Station, Source: ESRI, 2022

WEST JORDAN CITY CENTER STATION

The West Jordan City Center station is located at 8021 South Redwood Road and contains an 8-acre park and ride lot. Major roads around the station include 7800 S to the north, S 1300 W to the east, and Redwood Road running through the station area, north to south. The station is surrounded by a variety of civic buildings, including City Hall, West Jordan Library, West Jordan Police Department, West Jordan Fire Station 52, the courthouse building, the Jordan School District administration building, and the 77-acre Veterans Memorial Park. Large-scale commercial uses lie to the north of the station while areas to the south are predominately residential. In addition to Veterans Memorial Park, Plum Creek Park is located within a 0.5 mile radius from the station. Bingham Creek runs east west and is located to the south of the station.

OPPORTUNITIES AND CONSTRAINTS

With key institutional uses, a large park, and surrounding residential areas, the West Jordan City Center station has potential for future redevelopment and becoming a new destination in the area. If supported by small scale retail, office, mixed-use development, a unique and attractive anchor, and a walkable pedestrian environment, this area could become an active and livable center for the city. Bingham Creek located at the south of the station opens an opportunity to develop trails along it that can serve the surrounding neighborhoods and establish bike and pedestrian connectivity with the adjacent TRAX stations. The existing bike route on 7800 S to the north can also be connected to this new trail system and increase multimodal accessibility to the area.

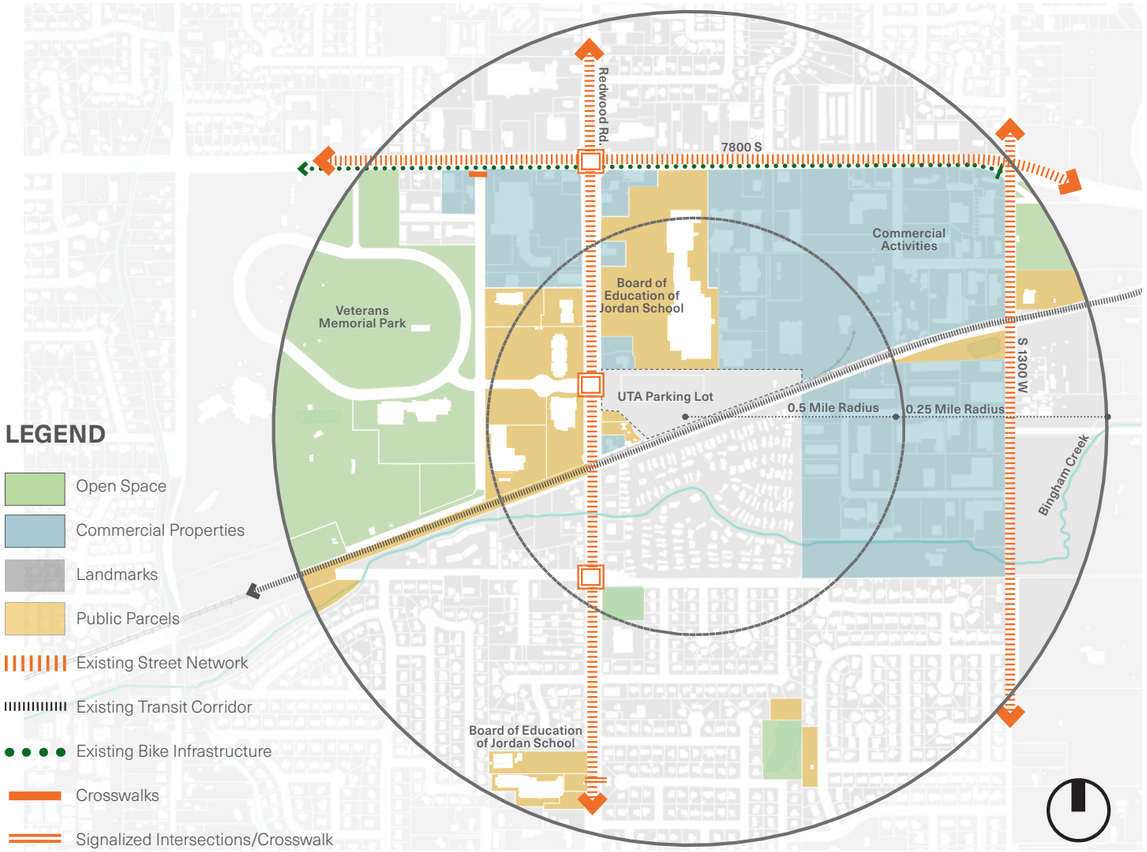


Figure 4: Opportunity and Constraints Map | West Jordan City Center Station, Source: ESRI, 2022

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PROJECT PROCESS

PROJECT STATEMENT

The passage of HB462 in 2022 signaled that transit be used not just as a means of moving people, but as a vehicle for solving some of the growing pains facing communities along the Wasatch Front. The Wasatch Front is experiencing explosive growth in population and employment, leading to traffic congestion, poor air quality, and a lack of affordable housing across the region. In West Jordan and Midvale, there is an opportunity to leverage the TRAX system to not only encourage transit use but to also repurpose publicly-owned lands to increase the share of affordable housing at transit stations and create vibrant neighborhoods.

This station area plan establishes a vision and an implementation plan that are both optimal and appropriate for areas occurring approximately ½ mile from the West Jordan City Center, Historic Gardner, and Bingham Junction stations. The vision is predicated upon existing conditions analysis, market needs, and identifies infrastructural modifications necessary to facilitate optimal growth within the station areas.

PROBLEM STATEMENT

The West Jordan and Midvale stations are situated at particularly beneficial locations, where they are far enough from downtown Salt Lake City to be distinct from the capital, yet close enough to be convenient regional destinations. The three stations are also each individually unique in their surrounding land uses that they have a built-in identity to work from. These Station Area Plans provide an opportunity to build community support for Transit Oriented Communities that appeals to existing commuters while also heralding a vibrant future to new commuters. In addition to the benefits that Transit Oriented Communities can bring (by encouraging diverse modality choices, removing cars from the highways, providing diversity in housing choice, and getting people closer to jobs) these plans can also build vibrancy, sense of community, and civic identity.

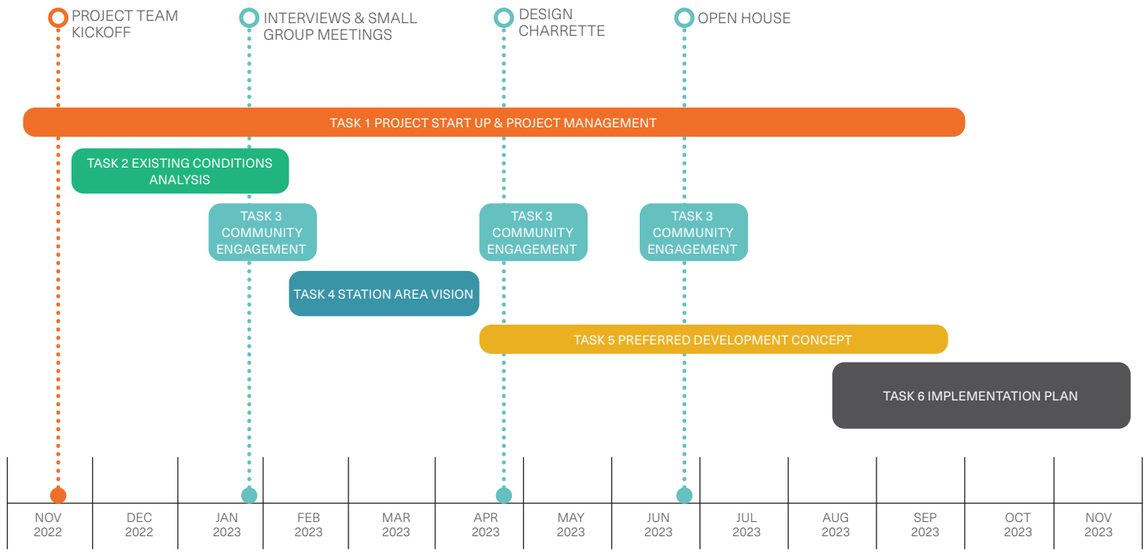


Figure 5: Project Timeline

WHAT IS THE WEST JORDAN & MIDVALE STATION AREA PLAN?

The rail line along the Wasatch Front spans hundreds of miles and has almost 70 stations. During the Legislative Session of 2022, the State of Utah determined that this infrastructure is key to the improvement of housing affordability, air quality, and traffic congestion within Utah. To further explore these solutions, HB462 was passed, requiring that every city with a fixed guideway transit station complete a station area plan.

A station area plan is a plan that examines the area approximately ½ mile from a fixed guideway transit station, that focuses on the relationship between station access and land use growth. The purpose of any station area plan is to optimize connections for pedestrians and bicycles while promoting transit-supportive land uses, with the intent of creating neighborhoods where people can access a diversity of housing, employment, and entertainment options without the use of an automobile.

The cities of West Jordan and Midvale worked together to complete station area plans for the Bingham Junction, Historic Gardner, and West Jordan City Center stations. These three station area plans are planned as one due to their shared proximity and the way in which they complement one another. It is envisioned by the two cities and UTA that these stations will grow into regional centers offering a variety of uses and amenities for the Wasatch Front.

PROJECT GOALS

Seven key project goals were established at the beginning of the process to give direction and address key issues around the three station areas:



1
Encourage redevelopment around the stations considering a variety of housing types and densities



2
Propose land uses that will create true mixed-use areas



3
Incorporate affordable housing opportunities and define specific goals



4
Establish connections to surrounding neighborhoods and amenities



5
Help create an identity for each one of the stations

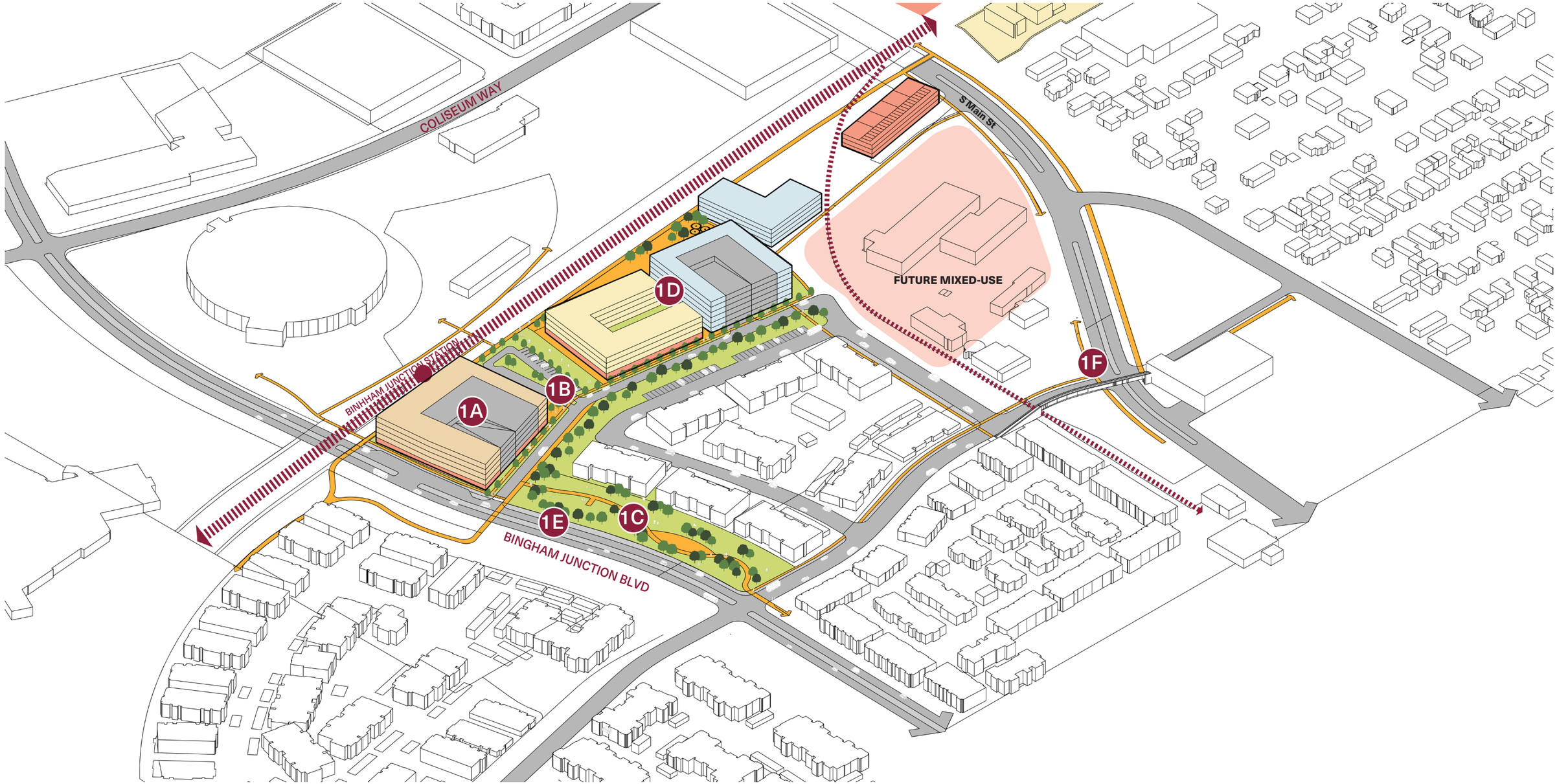


6
Promote various types of mobility options



7
Study how UTA can optimize their properties to catalyze development around the stations

PREFERRED CONCEPT: BINGHAM JUNCTION STATION



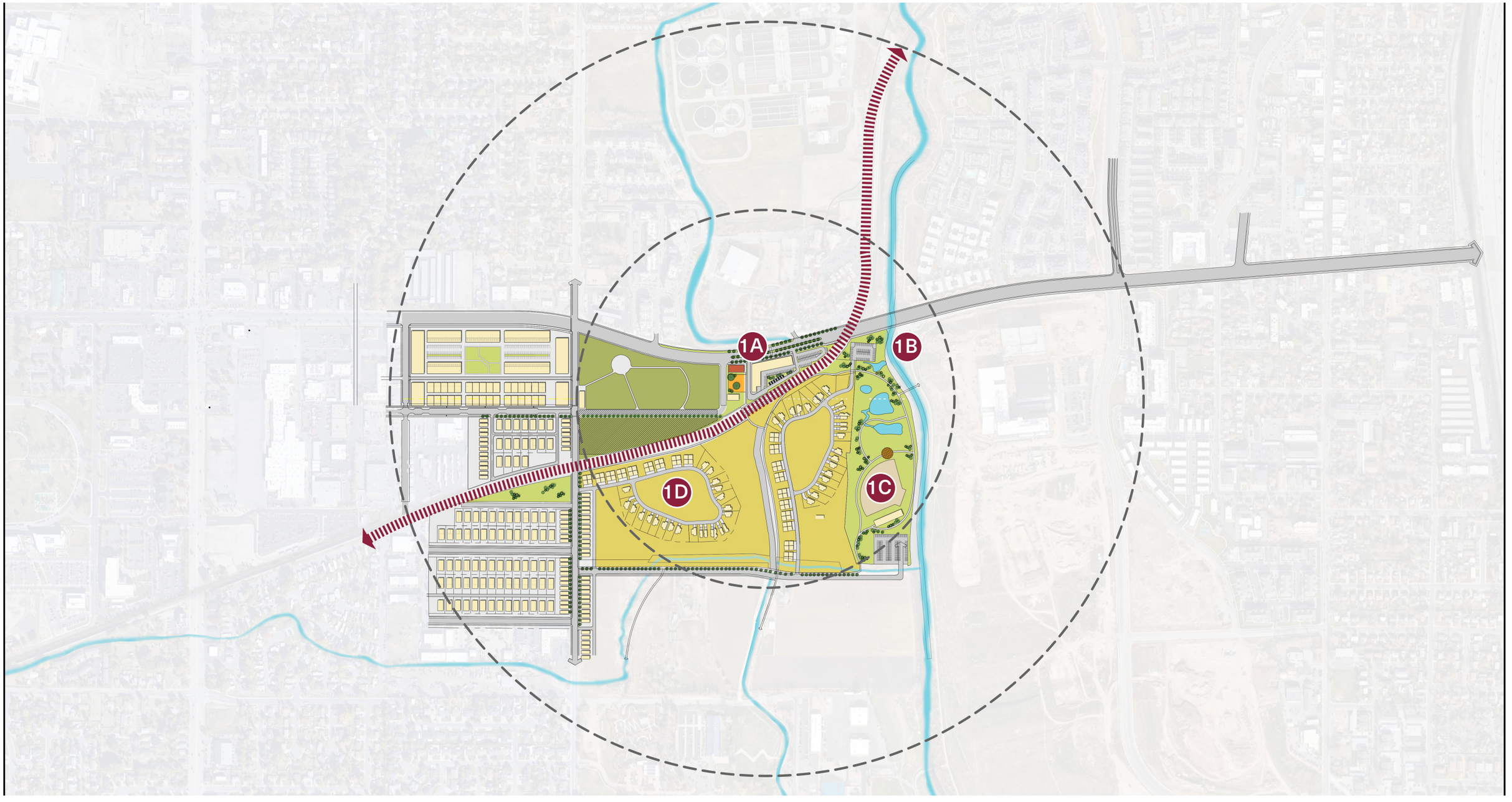
LEGEND

- RETAIL
- COMMERCIAL/OFFICE
- RESIDENTIAL
- PLAZA
- GREEN SPACE
- FLEXIBLE OFFICE/ RESIDENTIAL USE

- 1A FLEXIBLE OFFICE/ RESIDENTIAL USE
- 1B BLUFF PLAZA
- 1C LINEAR PARK
- 1D COMMERCIAL OFFICE SPACE
- 1E IMPROVEMENTS TO BINGHAM JUNCTION BOULEVARD
- 1F PEDESTRIAN BRIDGE

Figure 6: Preferred Concept | Bingham Junction Station

PREFERRED CONCEPT: HISTORIC GARDNER STATION



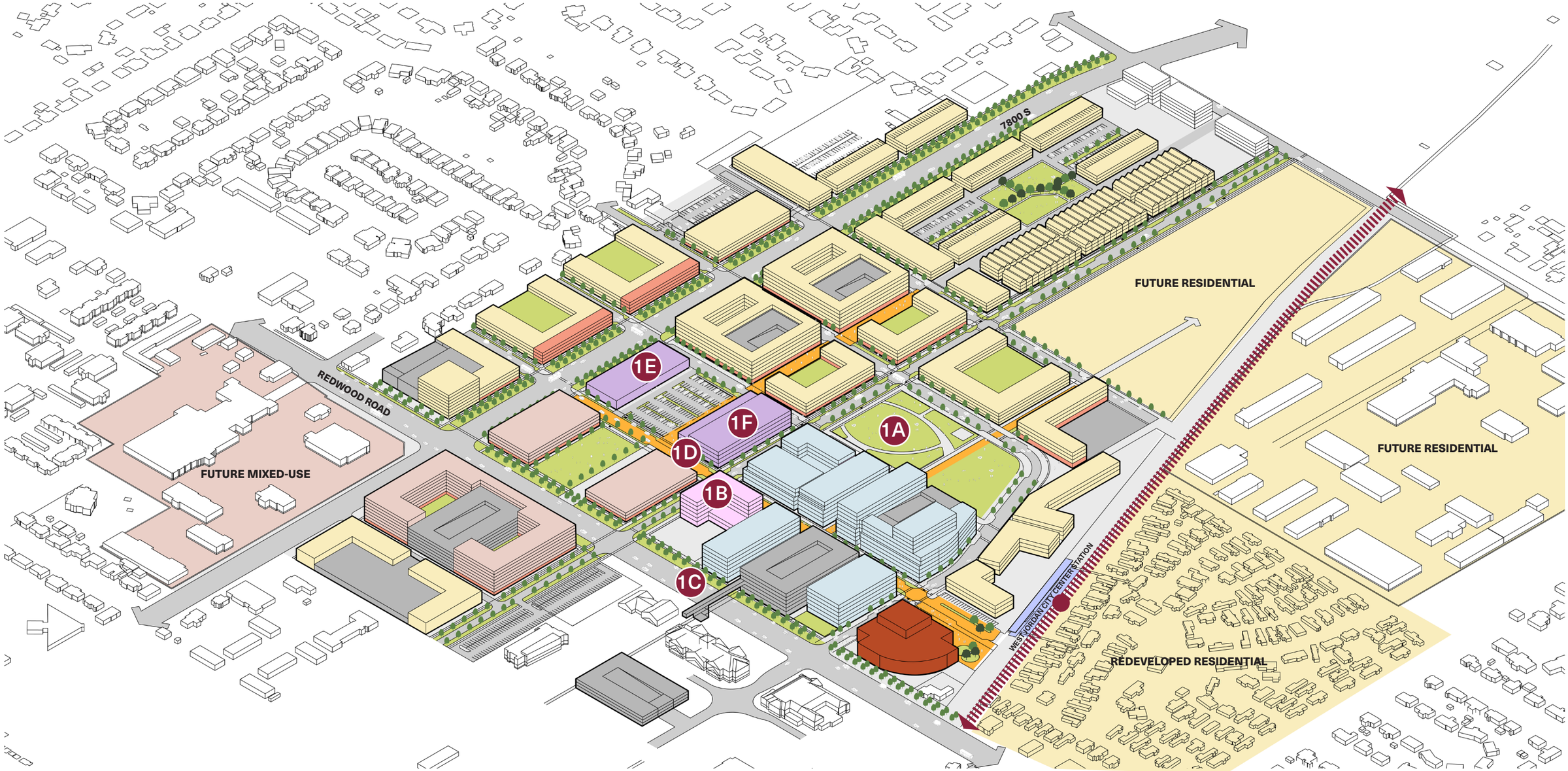
LEGEND

EVENTS
GREEN SPACE
AGRICULTURE BASED RESIDENTIAL
PLAZA
RESIDENTIAL

1A PIONEER HALL PLAZA
1B ACCESS TO JORDAN RIVER PARKWAY
1C REGIONAL PARK & ACTIVE USES
1D AGRICULTURE BASED RESIDENTIAL

Figure 7: Preferred Concept | Historic Gardner Station

PREFERRED CONCEPT: WEST JORDAN CITY CENTER STATION



LEGEND

- EVENTS
- MIXED-USE
- RETAIL
- COMMERCIAL/OFFICE
- RESIDENTIAL
- PLAZA
- GREEN SPACE
- TRANSIT HUB
- HOTEL
- MARKET/INCUBATOR

- 1A FESTIVAL PARK
- 1B HOTEL
- 1C PEDESTRIAN BRIDGE
- 1D RESTAURANT ROW
- 1E MARKET HALL
- 1F INCUBATOR

Figure 8: Preferred Concept | West Jordan City Center Station



EXISTING CONDITIONS & SITE ANALYSIS

EXISTING CONDITIONS

As part of the existing conditions analysis, a review of the existing zoning and current land uses was conducted for Midvale City and West Jordan City. This review lends a better understanding of current policy requirements and dimensional standards for the station areas.

ZONING CODE REVIEW

The following section provides an overview of the existing zoning code requirements for the three station areas. This includes the cities of Midvale and West Jordan.

MIDVALE CITY

The Bingham Junction station in Midvale is part of the Bingham Junction zone, which encourages a dynamic mix of uses including residential, urban (retail/office flex), and mixed-use with higher densities than other areas of Midvale. Per the city code, the entire Bingham Junction zone property will be planned as a large-scale master planned development prior to any new development on the property. Approval of a small-scale master planned development will also be a condition precedent to any new development within the Bingham Junction zone. A minimum of 20% of the “real property to be improved later as open space and linked trails” at no cost to the city.

The Bingham Junction zone (as amended) does not include detailed provisions regarding certain standards and guidelines. Instead, it adopts a series of goals and intent statements as set forth in Section 17-7-9.4 (common intent statements). The zoning plan includes proposed detailed standards and guidelines (in ordinance format) governing the development that implements the goals of the large-scale master plan and the applicable intent statements. The proposed standards and guidelines shall address the following issues:

a. Land use standards establishing land use types, occupancy, location, density, buffering, and any other element envisioned by the large scale master plan;

b. Lot standards establishing requirements for minimum lot area, depth, coverage, and dimensions;

c. Building setback standards for front, side, and rear yards;

d. Design standards addressing building orientation and mass, common and private open space, natural resource protection, architectural design including colors and materials, and any other provisions proposed to be included in the zone;

e. Landscaping and buffering standards; and

f. Parking lot design standards (including lighting).

g. Development Plan: The small-scale master plan shall include a schematic development plan showing the following:

- Location of proposed uses, including dwelling unit density and occupancy;
- Height, location, bulk, and preliminary elevations of buildings;
- Location, arrangement and configuration of open space, landscaping, and building setbacks;
- Location, access points, and design of off-street parking areas;
- Number, size, and location of signs;
- Street layout, and traffic and pedestrian circulation patterns, including proposed access to the property to adjoining and nearby properties and uses.

JUNCTION AT MIDVALE OVERLAY

The purpose of the Junction at Midvale overlay zone is to:

a. Encourage the creation of high quality development including residential, retail, office, and other commercial and public uses in coordinated, visually exciting and durable projects. This zoning plan encourages a coordinated mix of uses and buildings that complement each other and the overall Midvale community;

b. Address minimum standards supplemented by the Junction at Midvale site development guidelines which are created and administered by the applicable property owners association(s);

c. Create a transit-oriented residential community, office park, and business district that take advantage of the transit opportunities presented by the light rail stop and associated transit routes. This zoning plan encourages residential and office densities that facilitate maximum utilization of the light rail line and related infrastructure;

d. Encourage high quality, distinctive development to create a sense of place and identity for the Junction at Midvale;

e. Encourage a mix of high quality office, commercial, retail, open space, entertainment, recreation, residential, public, and institutional land uses;

f. Encourage ground level retail uses that open directly onto sidewalks adjacent to streets, with upper floor office and residential uses;

g. Provide a variety of housing opportunities and choices that include a range of household types and architecture, family sizes, and, incomes;

h. Revitalize a former Superfund Site;

i. Enhance urban design in the area while respecting the surrounding urban fabric;

j. Coordinate urban design, streetscape, and open space elements in order to create a distinctive visual quality for the area;

k. Manage parking and access in a manner that enhances pedestrian safety, pedestrian mobility, and quality urban design;

l. Discourage surface parking by encouraging and creating incentives for alternate parking methods including but not limited to structured parking, on-street parking, shared parking, and reduced parking;

m. Provide variation in architectural design and housing types and affordability;

n. Create neighborhoods which are integrated with and have direct access to open space and park lands; and

o. Provide pedestrian connections within and among adjacent neighborhoods.

This zoning plan encourages uses that are built at a pedestrian scale and encourage pedestrian movement.

WEST JORDAN CITY

Two of the three station areas (Historic Gardner Village and West Jordan City Center) are in West Jordan. Both are surrounded by a variety of land uses and under the Transit Station Overlay District (TSOD) zoning.

TSOD ZONE

The TSOD is established to promote Transit Oriented Communities in areas that are generally located within an approximate quarter (1/4) mile of light rail transit stations or cross-town satellite hubs for bus/trolley rapid transit. The TSOD regulations and standards supersede the regulations and standards of the underlying zoning district.

CITY CENTER/TSOD ZONE

The purpose of the City Center zone is to develop a traditional downtown area by redeveloping and restoring pedestrian scale buildings in the core (city center) of the city. The City Center zone is intended to set apart that portion of the city which forms the center of commercial, professional, residential, office, municipal, and cultural uses by encouraging a balanced, though concentrated, mix of these uses. The City Center zone should provide a safe, attractive, pedestrian-friendly environment that serves as a destination area and that attracts people for a unique shopping, cultural, recreational, professional service, and living experience. The City Center will be referred to as not only a zone, but also as a defining district of that area designated as “town center” on the adopted West Jordan future land use plan and map. A master plan (or master plans) for the City Center shall be prepared in joint cooperation with the city and property owners.

The West Jordan City Center station community, when developed, will contain a mix of compact, compatible uses. The multiple uses in this station community consist primarily of multi-family residential, commercial, retail, office, municipal, entertainment, and mixed-uses. Residential density should be at a minimum of 30 units per acre and maximum of 75 units per acre. The highest development densities shall be allowed within this station community and all land uses are to be pedestrian oriented and well connected to open spaces, parks, plazas, and social gathering areas. A

large multi-transit station hub is envisioned for this station community.

HISTORIC GARDNER VILLAGE TSOD

A portion of the Gardner Village TRAX station area is within a TSOD; however, additional density allowances are not provided within the Gardner Village TSOD. For standards not mentioned in the TSOD overlay, the requirements of the three zoning districts should be followed.

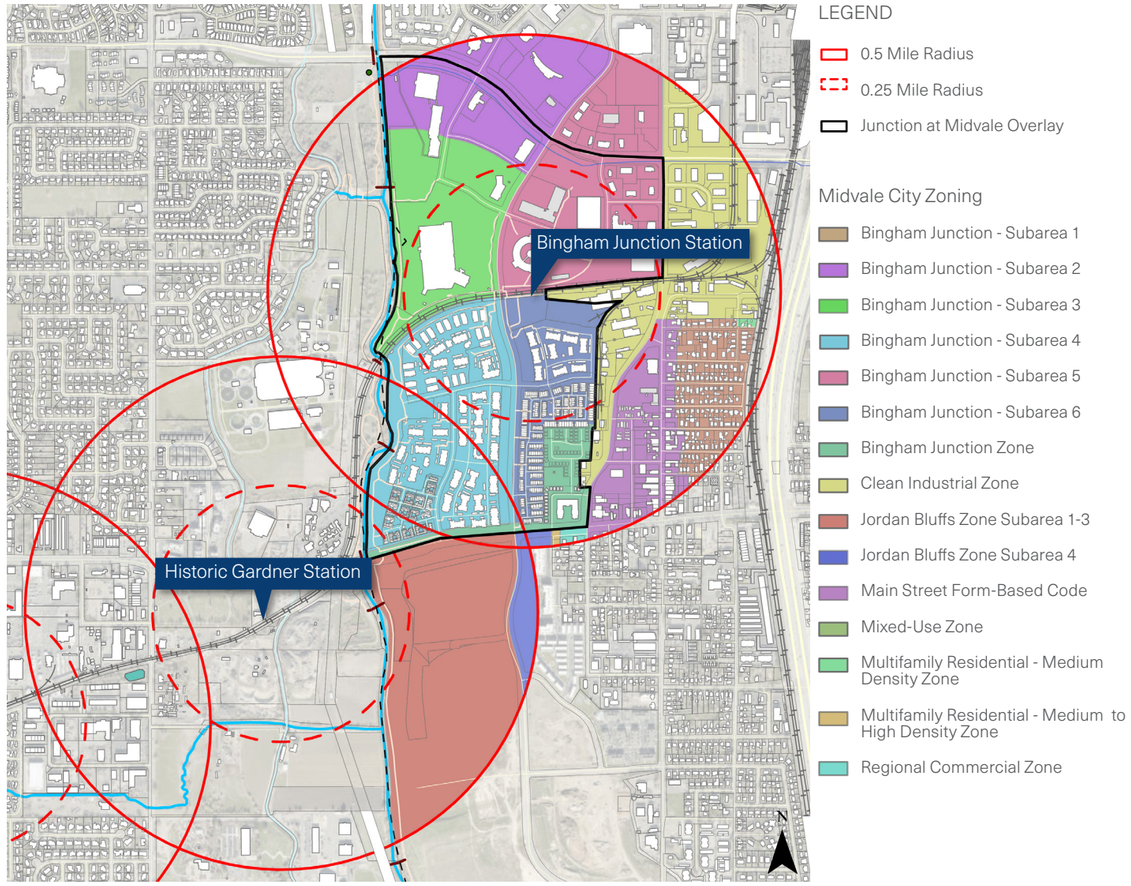


Figure 9: Midvale City Zoning for Bingham Junction. Source: ESRI

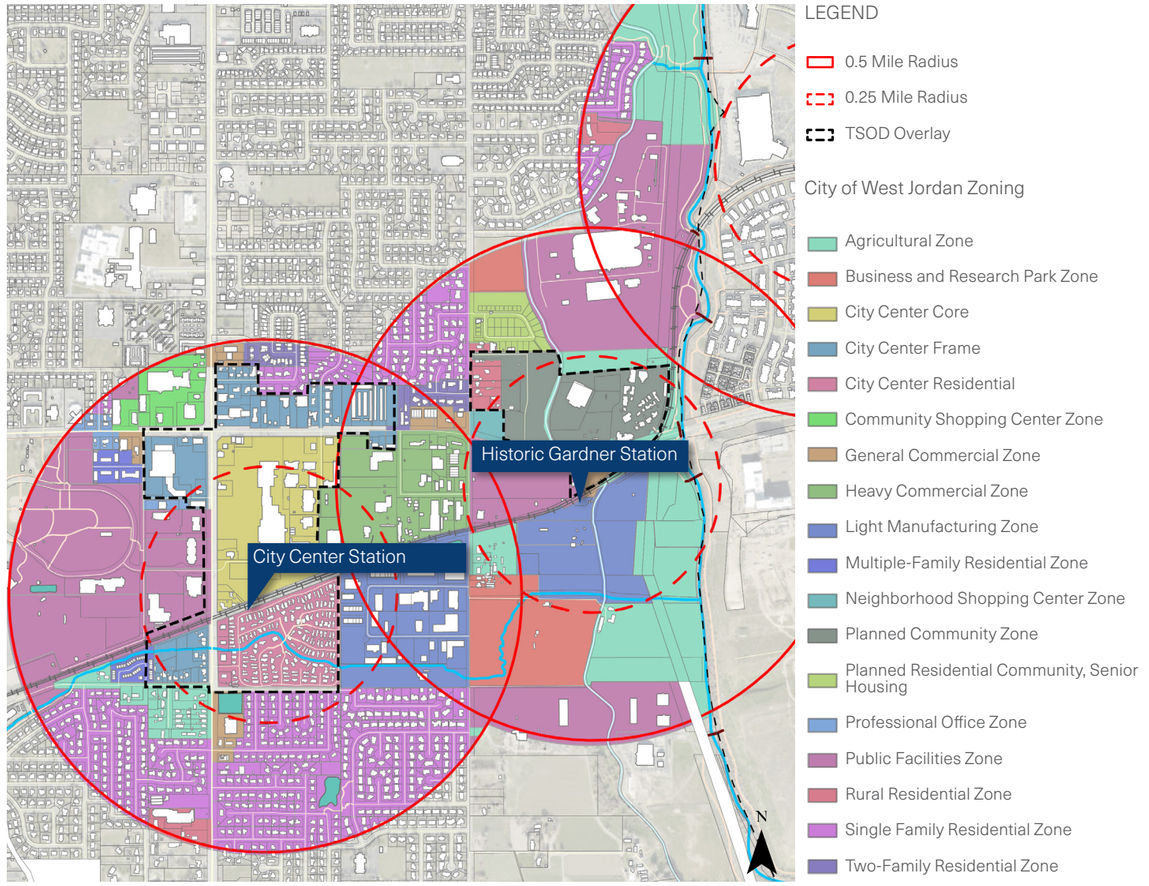


Figure 10: West Jordan Zoning for Historic Gardner Village and City Center. Source: City of West Jordan

WEST JORDAN TSOD PARKING REQUIREMENTS

The minimum number of parking spaces in the TSOD is intentionally reduced to encourage the use of public transit systems. The use of shared parking areas and multilevel parking structures is strongly encouraged, while surface parking should be minimized and located behind and/or to the side of main building structures.

On-street parking is permitted and encouraged and shall be included in the total development required parking calculations for a use or structure which fronts and is adjacent to the on street parking stall.

Ingress and egress for parking lots shall, where reasonably practical, be from side streets for commercial uses and from alleys for residential uses.

Parking Requirements

Multi-family
1 space per DU, plus 1/2 space per additional bedroom
Maximum 1.5 spaces per unit

Office
Maximum 3 spaces per 1,000 SF

Retail
Maximum 3.75 spaces per 1,000 SF

Other Uses

See parking table of the West Jordan City Code S13-12-3. Unless otherwise approved in the final development plan, these uses shall provide up to a 50% reduction of the parking requirement.

WEST JORDAN TSOD STREETSCAPE REQUIREMENTS

Building line frontages contribute to the public streetscape, and therefore, are subject to more regulation than the rest of the lot. Buildings shall be oriented to the pedestrian and placed close to the street where possible, and they should be consistent with the overall design and function of the building.

Park strips are required on all streets, except alleys, within each station community right of way. In residential areas, park strips shall serve as buffers between pedestrian walkways and streets.

Street medians are encouraged in all station communities for all major collector rights of way. Medians serve to improve the aesthetic quality of the area and as a mid-block resting place for street crossings. Medians should be a minimum of 5 feet wide.

Alleys and interior block spaces shall be allowed and encouraged in all station communities. Alleys serve as alternate routes to garages and loading docks that are unseen by the public and therefore, contribute to a pedestrian friendly environment. The private, interior portions of the lots (toward the alley) allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private and semiprivate (for apartment and condominium buildings) gardens and courtyards. Alleys shall be the primary access to garages.

LAND USE

BINGHAM JUNCTION STATION - LAND USE

Existing land uses around the Bingham Junction station include mostly office and commercial uses. To the south of the station there are residential neighborhoods, and to the east some light industrial zones.

HISTORIC GARDNER STATION - LAND USE

Uses around Historic Gardner include some commercial uses in the Gardner Village area, residential neighborhood to the north-west, a large asphalt plant to the south, and several parks/ open space areas along the Jordan River.

WEST JORDAN CITY CENTER STATION - LAND USE

In the area around the City Center station, existing uses are mostly public facilities, residential uses to the south, and office and service areas around the station. Existent commercial is auto-oriented.

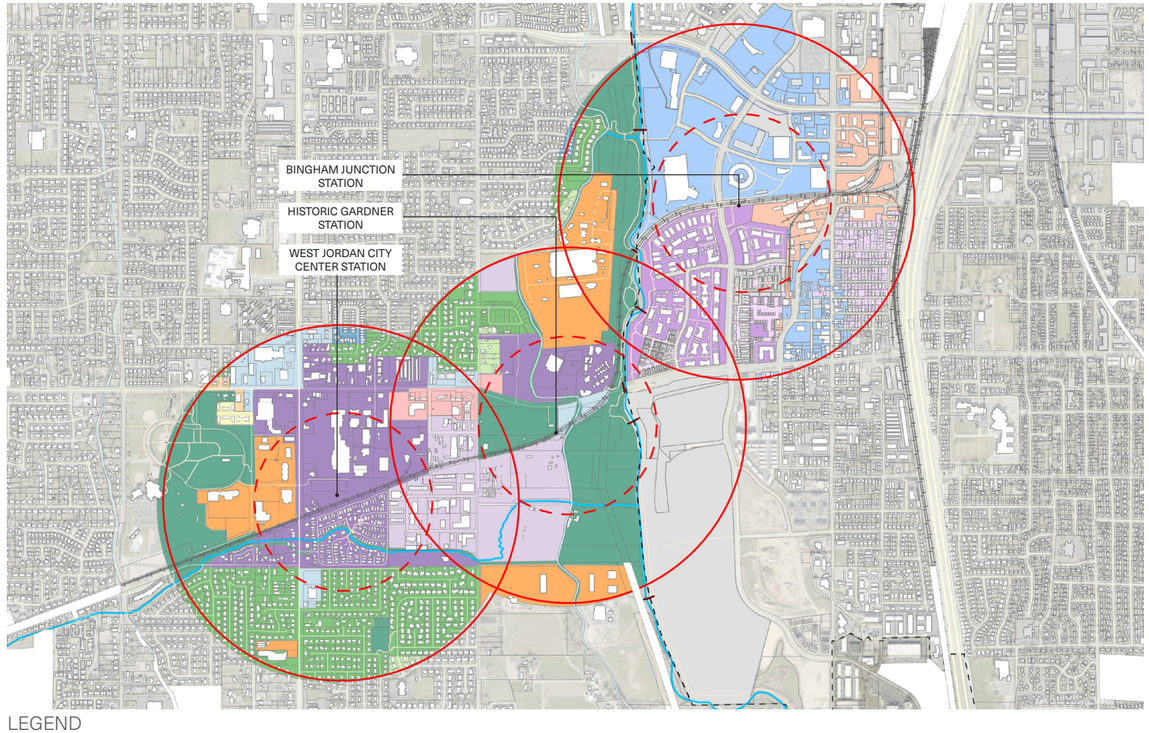


Figure 11: Existing Land Uses, Source: ESRI, 2022

HTRZ FUNDING

HB462, the Housing and Transit Reinvestment Zone Act, and HTRZ funding are intended to help mitigate the housing affordability crisis along the Wasatch Front by creating a new development tool to facilitate mixed-use, multi-family, and affordable housing development within a 1/4 mile radius of TRAX stations, up to 125 acres. The tool enables a portion of incremental tax revenue growth to be captured over time (25 consecutive years) to support costs of development. It requires that development be mixed-use, at least 51% of developable area include residential uses, average 50 housing units/acre, and include at least 10% affordable housing (<= 80% AMI). This landmark legislation has the potential to create density and affordability currently lacking in communities across the state. It presents the opportunity for Midvale and West Jordan to be on the forefront of state and national planning policy and design. As their communities grow, the need for attainable housing, public transportation, and walkable neighborhoods will continue to grow.

HTRZ applications include a gap analysis and formation of a committee. If the HTRZ is approved, then tax increment funds are captured pursuant to the proposal (participation from local taxing entities is required), funds are administered by an agency created by the municipality where the HTRZ is located. Up to 80% of incremental local property tax revenue growth from cities, counties, school districts, etc., is to be captured over a period of time (maximum 25 consecutive years) as needed to support costs of developing the area, and 15% of incremental state sales tax revenue growth in the HTRZ is transferred to the state TIF.

If either city wants to pursue HTRZ funding, it is important to understand the criteria that needs to be met, especially regarding density and affordability. To meet affordability requirements, part of plan recommendations include what is feasible, including unit pricing and bedroom composition and recommendations for funding mechanisms, such as low-income housing tax credits (LIHTC), HTRZ, and other state and federal programs.

HTRZ REQUIREMENTS

- 1/4 mile radius of station
- Maximum 125 acres
- 50 units/acre (average)
- Mixed-use
- 51% residential (minimum)
- At least 10% affordable (<= 80% AMI)

FUNDING USES

- Income-targeted housing costs
- Structured parking within the HTRZ
- Enhanced development costs
- Horizontal and vertical construction costs
- Pay costs of bonds issued by municipality
- Costs of municipality to administer HTRZ

ENVIRONMENTAL CONDITIONS

West Jordan and Midvale City are separated by the Jordan River that runs north-south and which is one of the most significant environmental resources in the region. Existing open spaces and trails along the Jordan River provide recreational opportunity for both cities. Key open spaces/parks in West Jordan are Veterans Memorial Park, Senior Housing Park, Plum Creek Park, Conservation Garden Park, and the West Jordan City Cemetery. The existing network of open spaces in both cities presents an opportunity to increase connectivity, walkability, and incorporate more mobility options around the stations.

Bingham Creek (wash), which runs east-west is another natural element in West Jordan, although it's dry most of the year and contains high levels of arsenic that is dangerous for potential visitors. If any work is planned on the banks of Bingham Creek, environmental remediation will be necessary.

LEGEND

- 0.5 Mile Radius
- 0.25 Mile Radius
- Parcel Boundary
- Parks
- Golf Course
- Cemeteries
- Lake/Pond
- Canal
- Stream
- Bridge/Tunnel
- Rail Roads

1. Veterans Memorial Park
2. Senior Housing Park
3. Plum Creek Park
4. Conservation Garden Park
5. West Jordan City Cemetery
6. Midvale City Cemetery
7. Open Space

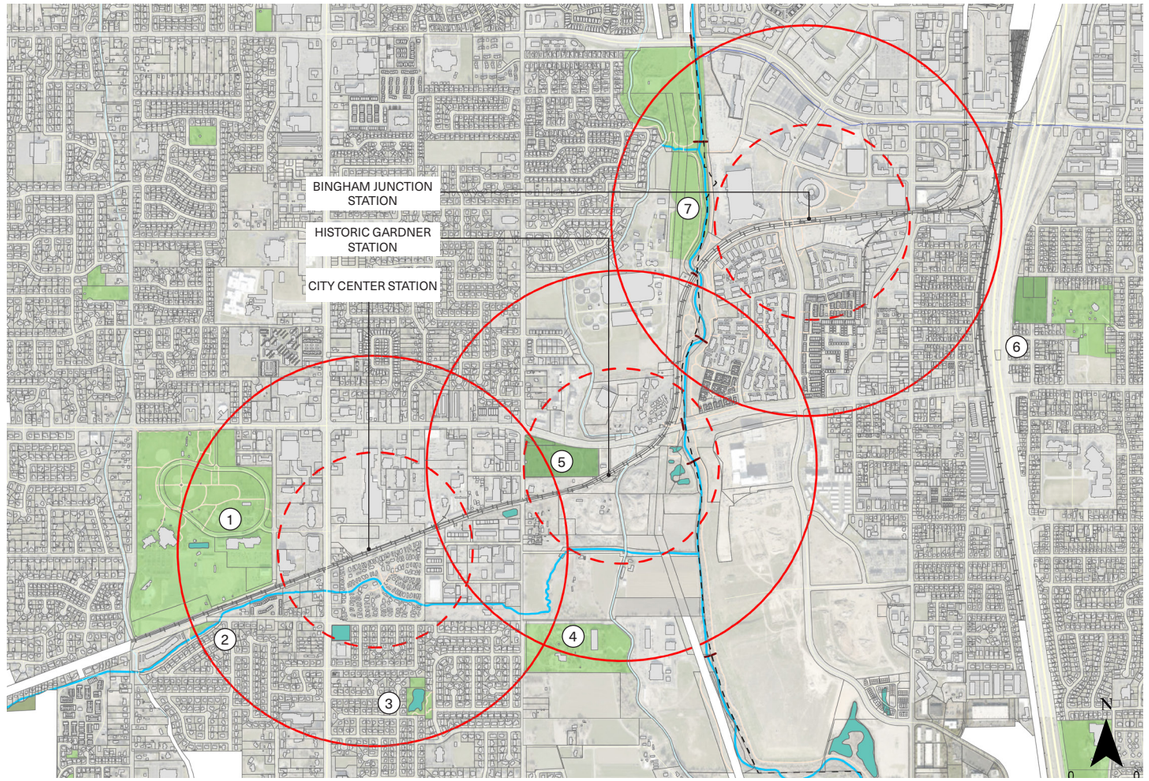


Figure 12: Environmental Conditions Analysis Map, Source: ESRI, 2022

FIGURE GROUND

A figure ground study allows us to analyze scale and intensity of development patterns around each station. For the area around Bingham Junction, we can see a more dense and smaller scale development pattern to the south with existing residential neighborhoods, and larger more disperse footprints to the north where office uses are predominant. Dispersed footprints create an environment that is less walkable and discourages pedestrian connectivity between residential areas and commercial areas.

In the area around Historic Gardner there are abundant open and agricultural spaces, with a very low density development pattern.

In the area around the City Center TRAX station, the built form is large in scale and relatively dispersed, creating an environment that is focused on cars and that is not pedestrian-friendly.

LEGEND

- 0.5 Mile Radius
- 0.25 Mile Radius
- Parcel Boundary
- Building Footprint
- Canal
- Stream
- Rail Roads
- Interstate Highways
- State Highways

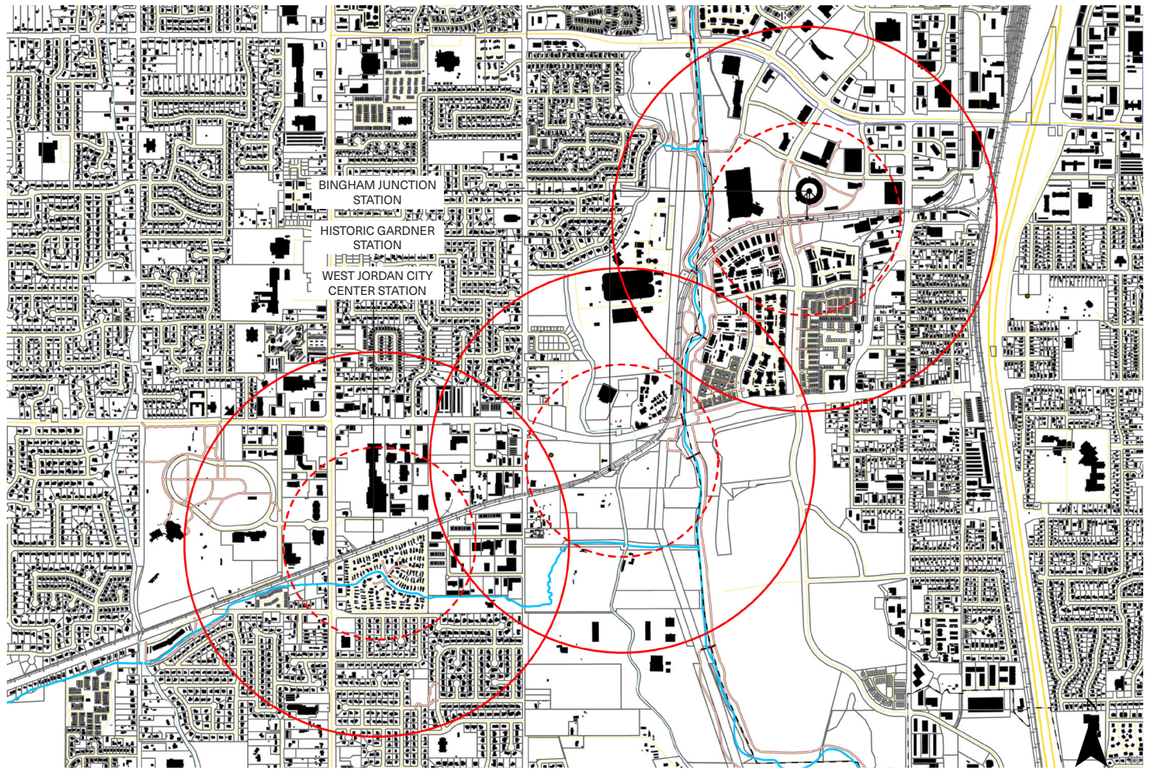


Figure 13: Figure Ground Analysis Map, Source: ESRI, 2022

PUBLIC PARCELS

The following map shows all existing publicly owned parcels in the areas around the three stations. In Midvale City, public parcels around Bingham Junction are mostly open spaces, parks, and trails.

In the area around Historic Gardner there are several vacant public parcels along the Jordan River that present an opportunity to creating a significant open space or park that could also serve as an improved access point to the Jordan River Parkway.

In City Center, there are several public parcels in use around the station, which include a large parcel owned by the Jordan School District that could present an opportunity for redevelopment and become a catalyst site for change in this area.

In all of the three stations, UTA owns parcels currently used for park and ride lots that could be re-imagined as mixed-use hubs considering the low utilization rates of these areas for parking.

LEGEND

- 0.5 Mile Radius
- 0.25 Mile Radius
- Parcel Boundary
- West Jordan Public Parcels
- Midvale City Public Parcels
- Interstate Highways
- State Highways
- Rail Roads
- Canal
- Stream
- UTA Parking Lots

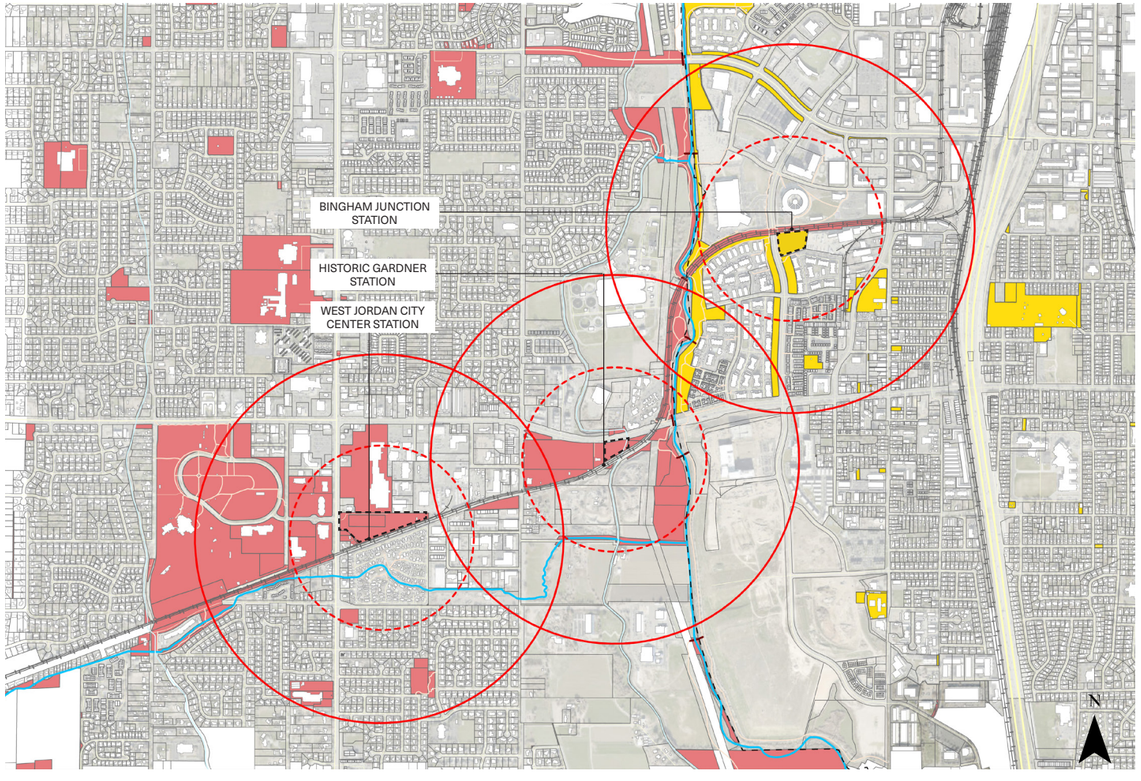


Figure 14: Public Parcels Analysis Map, Source: ESRI, 2022

PREVIOUS PLAN REVIEW

INTRODUCTION

As part of the analysis process, previous planning documents were reviewed. This helps us understand the community goals and create a framework for the Station Area Plans. Full previous plan review can be found in the Appendix.

MIDVALE CITY

MIDVALE CITY GENERAL PLAN 2016

The General Plan establishes a vision for the future of the city and serves as a policy document for decision making with development of Midvale in the next 8-10 years.

MIDVALE MAIN STREET SMALL AREA PLAN

The purpose of the Small Area Plan is to take advantage of existing opportunities to strengthen the City's economic base through the revitalization of the Main Street area. The goals of this planning document are built on City goals from the Midvale General Plan, the Redevelopment Agency, and the Economic Development Department.

MIDVALE REDEVELOPMENT AGENCY: MAIN STREET PROJECT AREA

Midvale City has a unique and historic Main Street. Because very few cities in Utah still have a historic Main Street corridor, Midvale City was seeking to improve and leverage this asset. One goal, as stated in the Midvale Main Street Small Area Plan, is to redevelop Main Street in such a way as to create a sense of place for the city. The Midvale Redevelopment Agency believes that it can support the city to develop a stronger and more defined sense of place through redeveloping the historic Main Street.

MIDVALE DOWNTOWN ARTS DISTRICT MARKET STUDY

This study determines that there was a market opportunity to create a new downtown arts district in and for the community.

WEST JORDAN CITY

WEST JORDAN CITY CENTER STATION AREA PLAN

The 2019 City Center Station Area Plan outlines a 30-year redevelopment plan for 2,200 dwelling units (30-60 gross DU/acre) and envisions the neighborhood as West Jordan's Main Street. The plan utilizes UTA's TOC principles, prioritizing walkability and bicycle access, connectivity, and mixed-use development with access to green/public spaces.

REDWOOD CORRIDOR MASTER PLAN

The 2017 Redwood Road Corridor Plan provides recommendations and strategies for improving the aesthetics, safety, and functionality of the street to attract businesses and residents and to set West Jordan City apart from other cities along the corridor. Redwood Road is a regionally significant state highway (SR-68), owned and maintained by UDOT. Due to varying land uses along the four-mile corridor, a single design concept is not appropriate along the entire corridor. The plan notes that as plans are developed for City Center TOC, it will be important to coordinate design themes with what is being planned for Redwood Road.

WEST JORDAN CITY GENERAL PLAN 2023

The General Plan update provides a long-term vision for the West Jordan City. Chapters focusing on City Center and TOC provide general guidelines for planning and design of the City Center TOC, which should exemplify a high level of urban design. Emphasis of the TSOD is on bike and pedestrian accessibility, comfort, convenience, and visual interest. Plans for this overlay should prioritize the public realm, including public art, gateways to emphasize arrival and departure, and mixed-use development.

BRIARWOOD REDEVELOPMENT PROJECT AREA PLAN

The Briarwood RDA Project Area Plan addresses an area ("Exhibit A") in transition from industrial and single-family residential, and under utilized commercial to and active commercial, office, high density residential and mixed-use, central business district, and transit-oriented use area.

CITY CENTER PREVIOUS PLANS

Seven plans have been created for the City Center area over the last decades to explore potential redevelopment of this area. Most of these plans propose a new city core, with horizontal mixed-use including residential, commercial, and office. These previous planning efforts have not been adopted by the City.

TOD/TOC DESIGN GUIDELINES

UTA developed a policy to ensure that Transit Oriented Communities meets critical criteria. The policy outlines the 'why' and 'how' of what UTA calls Transit Oriented Communities, or TOC.

In an effort to alleviate traffic congestion, air pollution, and create safe neighborhoods for the growing population along the Wasatch Front, UTA is investing heavily in TOC. These developments are designed to prioritize active transportation, such as walking and biking versus the automobile. This is in direct contrast to the standard American suburban neighborhood, which is designed to accommodate cars with wide roads, driveways, and parking. UTA intends to build places for locals to live that are walkable. A variety of housing types and price points will accommodate people of all ages and stages of life, from young newlyweds to grandparents looking to downsize.

TOC near existing communities offers housing options for people who want to remain in their neighborhood but may want a different lifestyle.

"Existing auto-oriented light industrial uses don't support a walkable mixed-use city center area."

West Jordan City Center Station Area Plan

DEMOGRAPHIC, HOUSING & MARKET OBSERVATIONS AND RECOMMENDATIONS

West Jordan and Midvale have both experienced growth since 2010. Growth within these areas is projected to continue and will require a thoughtful and strategic approach to the station area plans to provide suitable housing and amenities to support a growing population. The following section summarizes observations and recommendations from this existing conditions analysis and provides recommendations for how West Jordan and Midvale may respond to demographic shifts, housing needs, and real estate opportunities. Full analysis can be found in the Appendix.

DEMOGRAPHICS:

- Both West Jordan and Midvale's populations are projected to continue growing. Population growth is impacting both cities and there are opportunities at all stations to accommodate growth.
- The median age for both West Jordan and Midvale are in the early 30's between the ages of 30.5 and 33. Combining these ages with the growing household rates and household sizes (3.31 for West Jordan, 2.48 for Midvale), it can be interpreted that both areas are currently home to a significant population of households with children. Based on the future growth rates, and examining the growth rates around the station areas, options to expand housing in both West Jordan and Midvale should be considered.
- West Jordan has a significantly higher median household income ($89,967) than Midvale ($67,373). West Jordan also has a higher income when compared to Salt Lake County. West Jordan, Midvale, and all three station areas are forecasted for an increase in the median household income in the next five years.
- Both West Jordan and Midvale do not experience increases in daytime population, which may indicate residents commute outside of these cities for work. Station area plans should explore options to add retail and employment opportunities to increase the daytime population and people coming into these areas for work.

HOUSING:

- West Jordan's housing stock is predominantly single-family homes (81%) while Midvale is more balanced on single (49.2%) to multi-family housing stock (51.8%).
- 74.4% of West Jordan's housing units are owner occupied versus Midvale which is 41.9%. Midvale's housing is composed of 58.1% rentals while West Jordan only has 25.6%. Based on these observations, there is a need for more rental housing, especially in the West Jordan area. Rental housing options should consider adding studio, 1-bedroom, and 2-bedroom units.

MODERATE INCOME HOUSING:

- West Jordan's housing stock is predominantly single-family homes today, making it difficult for moderate income housing. West Jordan predicts a demand of 2,586 dwelling units to fulfill the moderate-income housing need. With the progress that has been made so far, there is still significant need for low-income households in the 50-80% AMI range.
- Midvale's housing stock is multi-family rental housing due to being a transition city, meaning people are generally only there for a period of time and leave due to larger income, family, etc. Because of this, home values are lower than the county, but there is still a need for affordable housing.

REAL ESTATE

- Retail performs well in both West Jordan and Midvale, with nearly all square footage currently under lease. It is highly advisable that future development on the station area plans include retail space, either as standalone or mixed with residential uses.
- Office performs better in West Jordan than Midvale based on vacancy and absorption rates. However, due to Council wanting to move towards mixed-use development at the station areas, Midvale will include office use to balance residential.





PROCESS AND COMMUNITY ENGAGEMENT

SUMMARY OF COMMUNITY ENGAGEMENT

Community input is a valuable tool that increases our understanding of issues and empowers the community to have a say over what the future of the three station areas will look like. The Community Engagement Plan for the Station Area Plan outlined a three-step process that engaged city leaders, staff, and key stakeholders to identify priorities and then gained public input on potential scenarios to inform the best plan for each station area.

The Design Workshop team developed a Community Engagement Plan that included detailed guidance on public outreach, engagement tools and methods, and the preparation of a stakeholder matrix. As part of this, the team worked with City staff to categorize the groups and individuals that would be identified as key stakeholders that should be engaged in the process. Per HB462 requirements, these groups, at a minimum, included UDOT, impacted landowners, business leaders, neighbors, and other interested parties. Discussion of these stakeholders began with the strategic kickoff meeting, which identified the optimum role for these groups within the project.

The final community engagement process included Stakeholder meetings, one-on-one City Council meetings, two Design Charrettes, two online surveys, a project StoryMap page, and two Open Houses that were held both in West Jordan and Midvale City.

Information about project progress, upcoming meetings, and survey links were shared through existing communications channels to reach constituents. This included municipal websites, social media feeds, newsletters, utility bills, school district emails, City Council/Planning Commission meetings, local publications, and media advisories to statewide media outlets.

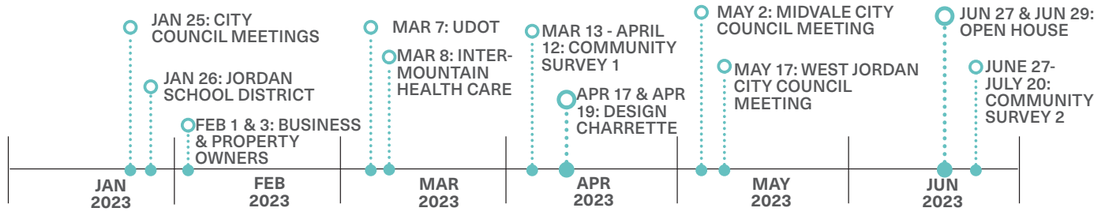


Figure 15: Community Engagement Timeline

STAKEHOLDER MEETINGS

KEY FINDINGS

Stakeholder meetings were held at the beginning of the project between January and March of 2023 and included key representatives for both West Jordan and Midvale City. Meetings were held in-person and online with representatives from the project team and facilitated by Design Workshop and David Evans & Associates. Each meeting included a project overview, review of goals, and critical success factors (CSFs).

Some of the key takeaways from these meetings included the opportunity to "brand" each station in a different way, creating recognizable identities, and celebrating their unique assets. At the same time, the need was discussed to understand the three stations as a system, especially related to mobility and connections between the areas.

Key opportunities that were identified for Bingham Junction included small local businesses and a walkable mixed-use district so people have things to do near the existing neighborhoods.

Historic Gardner was seen as an opportunity to expand park space next to the Jordan River Parkway, improve regional access to this trail system, and improve connectivity and relationship with Gardner Village. The desire to preserve and celebrate the agricultural character of the area was also discussed.

City Center was envisioned as a cultural hub with shopping, dining, and entertainment options with safe bike and pedestrian connections to Veterans Memorial Park, reflecting the desire to move away from a bedroom community and become a vibrant and active place.

The potential relocation of some of the Jordan School District activities in the area was discussed as an opportunity to allow for a large redevelopment parcel in the core of City Center and right next to the TRAX station.

JANUARY 25, 2023: MEETING #1- WEST JORDAN CITY COUNCIL

- One Critical Success Factor that emerged early in the conversation was the need to engage City Council from the beginning of the process. Six station area plans have been created in recent years for City Center, and in order for this one to be approved, council needs the opportunity to have input at key milestones.
- There are ongoing infrastructure projects, including improving pedestrian access to Jordan River and along Redwood Road, that need to be considered during this process. Financial realities and funding mechanisms are an important factor in any recommendations. Emphasis was placed on public-private partnerships and that HTRZ funding would only cover a portion of what is needed.
- The vehicle bridge over the Jordan River at 7800 South is nearing the end of its life cycle and needs to be replaced soon.
- Council understands the importance of developing a truly mixed-use neighborhood and not just a train station. They envision West Jordan as more than a bedroom community, but a place that attracts people. Creating a sense of place and multiple destinations is vital to the success and to avoid a "cookie cutter" aesthetic and feel. The proposed plan should help the entire community. Potential resident concerns include not wanting high density residential, an increase in traffic, lack of east/west connections in the area, and wanting a downtown area that is high scale and a destination. Population growth and related impacts were also mentioned.
- Another important factor was the relocation of the school district administrative buildings. They cannot take a financial hit and must be able to move in as soon as construction is completed.

JANUARY 25, 2023: MEETING #2: MIDVALE CITY COUNCIL

- The morning meeting with Midvale City Council established two CSFs: connecting Midvale Civic complex to Bingham Junction station and including clear metrics around housing units, economic impacts, and connectivity. A key theme was lack of connectivity between stations and east/west across town. While the transit lines are effective at connecting Midvale with other cities, they are not very good at connecting Midvale itself. There is fear of traffic congestion with new development.
- Key opportunities include small local businesses and a walkable mixed-use district so people have things to do near where they live, especially in the evenings. There are potential opportunities for incentivizing transit use by Overstock and BHG employees, however they have not seen daytime populations back to where they were before the pandemic. There is opportunity to "brand" each station and create identities for each through art and new names, potentially creating art districts around the stations. Similar to West Jordan, there was a desire to avoid the cookie cutter aesthetic of many modern development projects by extending the character and style of Main Street to the TOC. The city is currently



Figure 16: Community Meetings

working with UTA to agree on a pass system for Midvale residents (50% off).

- Synergy between the Midvale Main Street Urban Design project that focuses on streetscape improvements to Main Street and the station area projects is key. It will be important that the public understands the connection between the two projects. Midvale is changing and growing and the City wants new residents to be a part of the evolution.

JANUARY 25, 2023: MEETING #3: MIDVALE CITY COUNCIL

- There was discussion around the notion that Midvale is not a walkable community and residents rely on cars to get around. This leads to parking issues with new development. A recent development (MODA) charges for parking, resulting in many people parking on the street to avoid paying. Snow removal is becoming an issue as well since the city lacks snow storage area. Requirements in the plan can prevent the parking issues from exacerbating.
- The City was interested in more for-sale properties to avoid the deferred maintenance and upkeep that is common at rental properties. There was a "missing middle" housing problem to be addressed.
- There is a desire to have places for people to congregate; variety in public spaces, third places, etc. There is also an opportunity to connect people to and across the Jordan River.

JANUARY 26, 2023: JORDAN SCHOOL DISTRICT

- Potential redevelopment of the Jordan School District parcel was discussed as a potential catalyst for the City Center station area. The Jordan School District is an open and willing partner; they do not want to be an obstacle to the project's success. However, they do not have funding to move and do not feel they can ask taxpayers to cover the costs of moving administrative offices. Any relocation cannot interfere with district operations. The district identified one major CSF: ensure that communications and messaging are coordinated. They suggested that communications should include an operations discussion as a design charrette, large employer survey to gain input on UTA ridership and barriers, and public information to staff and community. UTA was identified as a critical partner and would like to include them in future meetings.
- The Jordan School District is not currently looking at alternative locations and is open to discussion. They have deferred maintenance on the existing building due to the potential relocation.

FEBRUARY 1 & 3, 2023: BUSINESS AND PROPERTY OWNER STAKEHOLDER MEETING

- A key theme from this meeting for Bingham Junction was creating bike and pedestrian connectivity, increasing opportunities for employment, and mixed-use development (specifically for-sale multi-family housing). There is a desire for more retail and dining options, but fear of traffic congestion. The suggestion was made to provide a shuttle service. Midvale has attracted a lot of employment opportunities in recent years, but they are disconnected from transit.
- Historic Gardner was seen as an opportunity to expand park space to the Jordan River Parkway and improve connectivity and relationship with Gardner Village. Most of the multi-family housing in the area is near the station, so there was a sense that more is not needed. The long-term vision is for regional access to the Jordan River Trail and a vibrant shopping and dining destination.
- City Center was envisioned as a cultural hub with shopping, dining, and entertainment options. Creating safe bike and pedestrian connections to Veterans Memorial Park was seen as a critical success factor and stakeholders want to see a "true downtown center." Key concerns for the project include relocating the Jordan School District offices, a growing population of people experiencing homelessness, and lack of safety. There may be planning fatigue as this is the 7th plan for City Center. Previous plans showed new development on existing structures.

COMMUNITY SURVEY 1

The public survey, open from March 13 to April 12, 2023, was advertised by West Jordan, Midvale, WFRC, and UTA through existing channels. The survey was hosted by Design Workshop on Qualtrics and accessible through the project website.

The survey received over 400 responses and helped establish a baseline of data to support planning efforts for the 1/2-mile radius surrounding the City Center, Bingham Junction, and Historic Gardner TRAX stations. It was available in English and Spanish and all responses were voluntary and anonymous. This helped the planning team understand the needs and desires of residents and TRAX customers.

KEY FINDINGS

Some of the key findings from the online survey were:

BINGHAM JUNCTION

For the Bingham Junction station, most people either shopped or lived within the station area.

Respondents identified a lack of walkability and missing connections to Midvale Main Street as two of the largest challenges facing the station, while the potential for restaurants, cafes and retail, pedestrian and biking connections and green space were identified to be the greatest opportunities for the area. Safety, affordability, and accessibility appeared as some of the top concerns identified by the respondents, while transit, open space, trails, and additional retail where identified as the main hopes for the future of the station.

HISTORIC GARDNER

For the Historic Gardner station, most people said they visited the area for shopping, eating out, entertainment, or cultural activities.

Respondents identified the pedestrian crossing at 7800 S as the largest challenge in the station area. They also identified enhancing biking and pedestrian connections to Gardner Village and expanding park space along the Jordan River Trail to be the greatest opportunities for the area.

Safety and traffic appeared as some of the top concerns for the area, while accessibility, crosswalks, and creating a destination were some of the greatest hopes of respondents.

CITY CENTER

For the City Center station area most respondents said they either lived, commuted, or shopped in the area.

Respondents called attention to the difficulty of crossing Redwood Road and the lack of amenities and retail as the largest challenge facing the station. They also identified the greatest opportunities for the station area as adding restaurants, cafes and retail, and the addition of for-sale multi-family housing.

Safety, eyesore, and crime were some of the words describing the greatest challenges identified for the area while destination, community and retail were some of the greatest hopes of respondents.

Finally, respondents emphasized the need to create a sense of place as a key concept.

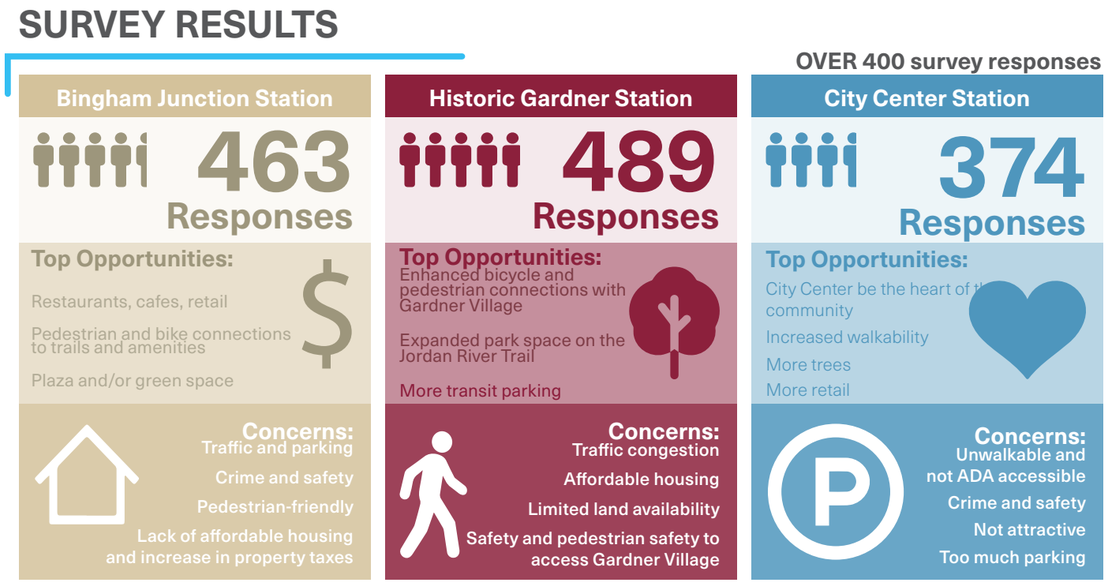


Figure 17: Survey Results Summary



Figure 18: Heat Map of Respondents

COMMUNITY SURVEY 2

The second public survey was open from June 27 to July 20, 2023, and received over 180 responses. The focus of the survey was to understand what where the preferred design strategies for each one of the three stations and get community feedback to prepare a final preferred alternative.

KEY FINDINGS

From the "Big Ideas" presented for each station area, people chose the following:

BINGHAM JUNCTION

- A new pedestrian bridge that connects to Midvale Main Street and helps cross the existing rail spur.
- Improved overall trail connections.
- Incorporate new mixed-use development with a higher density residential focus in the current UTA property next to the station.

HISTORIC GARDNER

- Improved access to the Jordan River Parkway.
- Create a new regional park and amphitheater by the river.
- Consider future agriculture focused residential development on the periphery south of the TRAX station.

CITY CENTER

- A restaurant row that connects the TRAX station with 7800 S.
- A pedestrian bridge over Redwood Road that can connect to City Hall and the Veteran's Memorial Park.
- A new festival park.
- An iconic family destination at the corner of Redwood Road and the TRAX line.

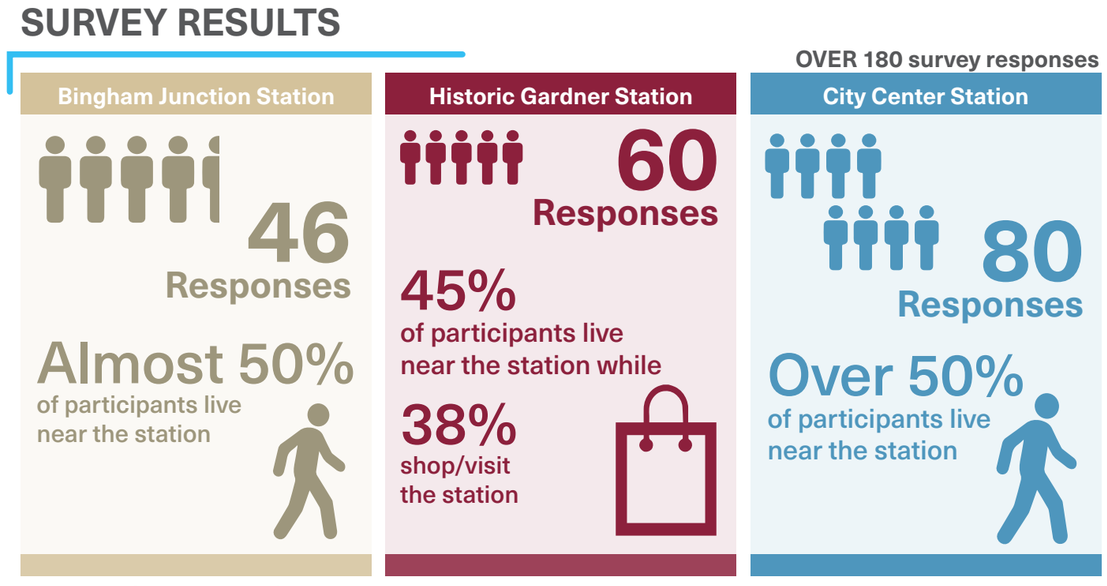


Figure 19: Survey Result Summary

DESIGN CHARRETTES

The project team hosted two days of charrettes for the West Jordan and Midvale Station Area Plan on April 17 (West Jordan) and April 19 (Midvale) to provide stakeholders an opportunity to work together, generate ideas and identify conflicts in the SAP areas.

Recruitment for meeting participation occurred through in-person canvassing, emails, and phone calls. The meetings coincided with the end of the public survey period closing. The West Jordan charrette was attended by nearly 30 people and 15 participants attended the charrette for Midvale. A summary of each meeting follows.

APRIL 17, 2023 - WEST JORDAN CITY

- The West Jordan charrette focused on the City Center and Historic Gardner Station and was held at the Pioneer Hall in West Jordan. Approximately 30 attendees were present between the morning and afternoon sessions.
- Design Workshop provided an overview presentation detailing the station area planning process and initial concepts were presented. Meeting attendees were then asked to break off into groups to collaborate, make modifications, express concerns, and otherwise provide input about the two station areas. One table was dedicated to the Historic Gardner station area and two tables focused on the City Center station area. At the end of the charrette, new concepts were created and presented in the afternoon session.
- During a working lunch, comments were implemented into new concepts. Those attending the afternoon session (approximately 15 including staff) were introduced to the concept again, shown results of an online survey, along with the comments from the earlier group. The new renderings were displayed to the group and no new comments were received.

APRIL 19, 2023 - MIDVALE CITY

- The project team, Midvale City, WFRC, UDOT, and UTA staff met with community members and business owners to go over maps of the area around the Bingham Junction station area to identify possible solutions and wishes for creating more integrated, walkable, and livable transportation hubs. After a brief overview participants split into three work groups and began to identify, map ideas, and generate designs that allow for shared community space, school student safety, bus/bike routes, and landscaping for the surrounding area sites. Major themes included business access, bus mobility, student/pedestrian safety, public gathering space, skybridge or protected crosswalks, rail spur removal review, bike paths, and connectivity to surrounding stations.
- Design Workshop provided an overview presentation detailing the station area planning process and initial concepts were presented.



Figure 20: Design Charrette



Figure 21: Ideation Sketch | Design Charrette, West Jordan City Center Station

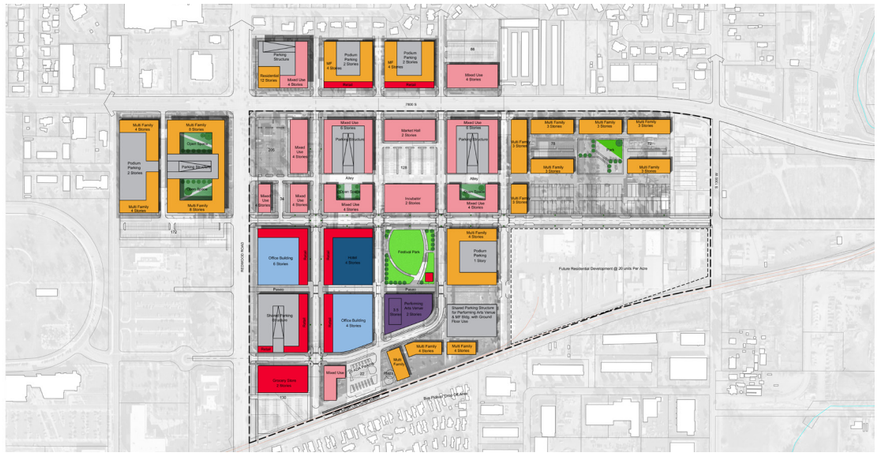


Figure 22: Conceptual Diagram | Design Charrette, West Jordan City Center Station

OPEN HOUSE

The project team hosted two days of open houses for the West Jordan and Midvale Station Area Plan on June 27 (Midvale) and June 29 (West Jordan) to inform the public on our design process and get initial reactions and feedback. Site plans and precedent imagery where shared to illustrate the concepts for each station area. Recruitment for meeting participation occurred through in-person canvassing, emails, and phone calls. The Midvale Open House had 14 attendees while the West Jordan open house had 23 attendees. A summary of each open house follows.

JUNE 27, 2023 – MIDVALE CITY

- The Midvale City Open House displayed all three station area plans, where 14 attendees were present. The Mayor and a City Council Member of Midvale were also present.
- On display were an overview of the presentation detailed existing conditions of each station area, the planning process, and initial concepts. Open House attendees were asked to give feedback through discussion with the project team (West Jordan, Midvale, UTA, UDOT, and WFRC) as well as circle their top choices for concepts on a handout with precedent imagery. At the end of the Open House, attendees were asked to give in the handouts and write any additional feedback or comments for the project team to review.
- Overall takeaways from the Midvale Open House included majority of attendees were from the neighborhoods west of the Bingham Junction station. Their main concerns they would like the station area plan to address include safe connections to Main Street from a traffic speed and parking perspective, rail line access, vagrants, and nuisance related issues (i.e., trash and graffiti).

JUNE 29, 2023 – CITY OF WEST JORDAN

- The entire project team of Design Workshop, West Jordan, WFRC, UDOT, Midvale, and UTA met with the public during the West Jordan Open House. The Mayor and members of City Council of West Jordan were also in attendance.
- Like the Midvale Open House, the West Jordan Open House displayed all three station area plans, as well as boards on the process and existing conditions. The 23 attendees were also able to give direct feedback via discussion with the project team as well as comments on the precedent imagery handouts.
- Overall takeaways from the West Jordan Open House were attendees had concerns with growth, development, high density, and traffic controls for all three station area plans. For Historic Gardner Station, there was concern about how the development will fit in with the character of Gardner Village. The Motorcycle Club, which operates lessons out of the City Center Station area, voiced their concern if the lots are developed, and the need for a future location to host motorcycle lessons.

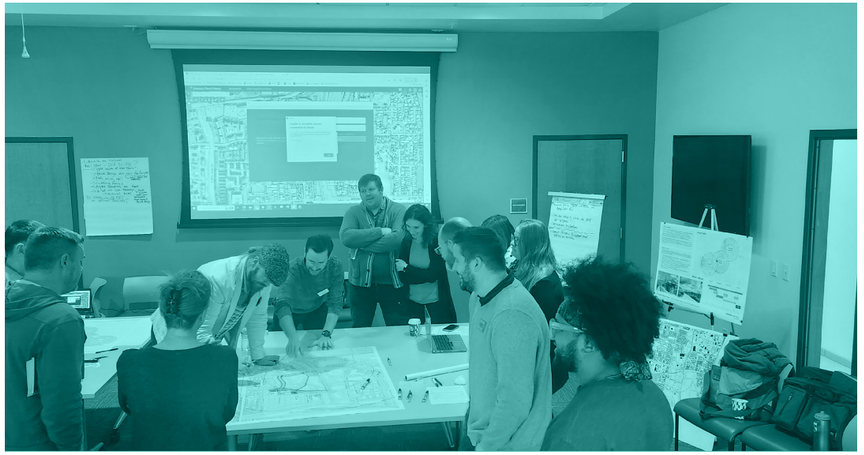


Figure 24: Public Engagement | Open House



Figure 25: Public Engagement | Open House



Figure 26: Public Engagement | Open House



RECOMMENDATIONS

PROCESS DEVELOPMENT

INTRODUCTION

During the project development process, and after hearing from the community on overall vision and goals, our team prepared two conceptual alternatives for each station that showed different options for land uses, connectivity, density, and open spaces. These alternatives were shared with the public through the online survey, and with that feedback a preferred alternative for each station was developed.

PREFERRED SITE CONCEPT

The preferred concepts for each off the station areas include recommendations on land uses, massing, density, heights, open spaces, and circulation. Each of these concepts is shown in more detail in the following pages and are the framework to work on implementation strategies that will initiate change in the near future.

BINGHAM JUNCTION STATION - SITE CONCEPT

The preferred concept for the Bingham Junction station area focuses on incorporating new mixed-use development around the station and establishing connections to Midvale Main Street. It also explores the potential of incorporating a multi-use trail along the TRAX line on UTA right-of-way that would bridge over 700 W and connect with a proposed sidewalk north of City Hall. Tuscany View Road extends across 700 W to Main Street, creating a new vehicular and pedestrian connection to the station area and surrounding amenities. A new transit plaza is proposed south of the station, that could be framed by retail and restaurants in the first floor of the new mixed-use building creating a new accessible and active space in the area. The Bingham Junction station area also has the capacity to meet HRTZ affordable housing requirements.

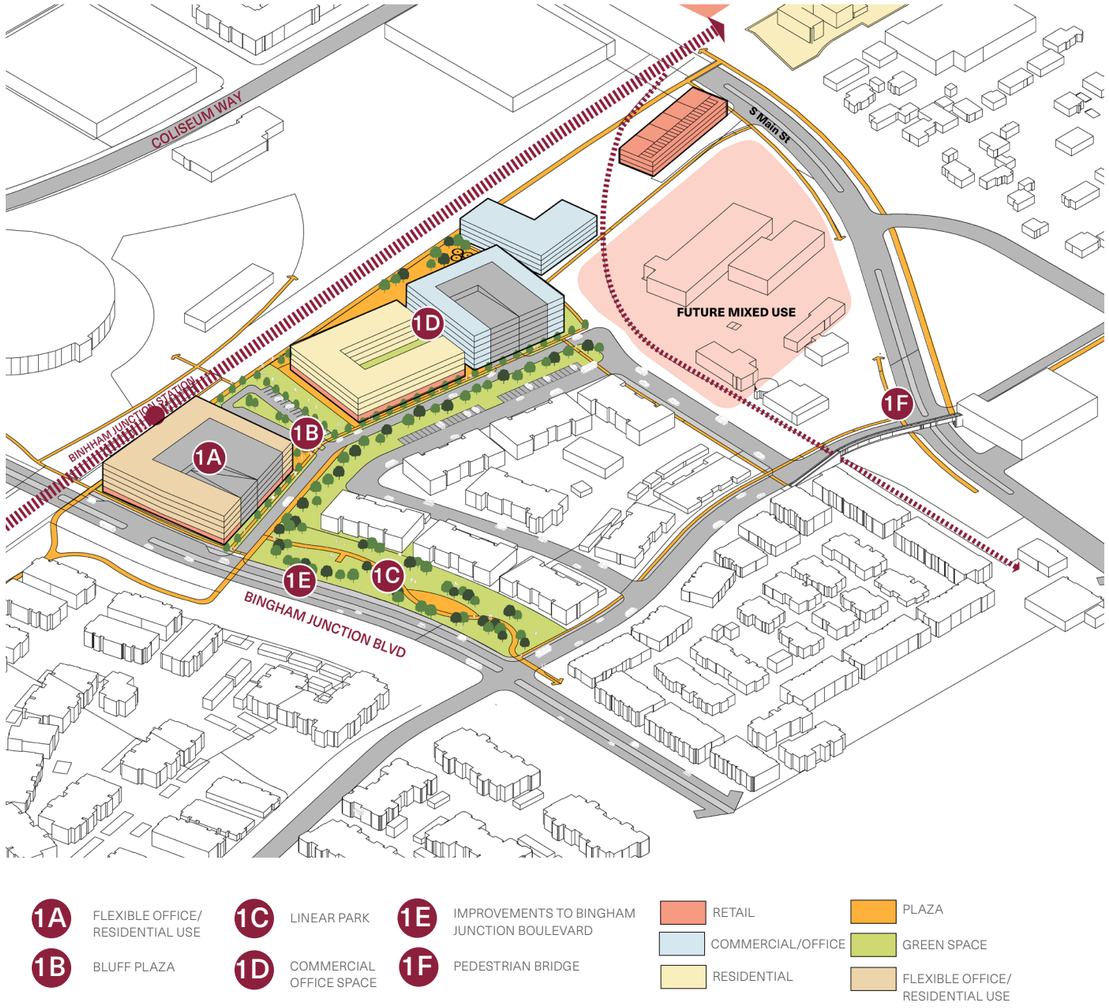


Figure 27: Preferred Concept | Bingham Junction Station

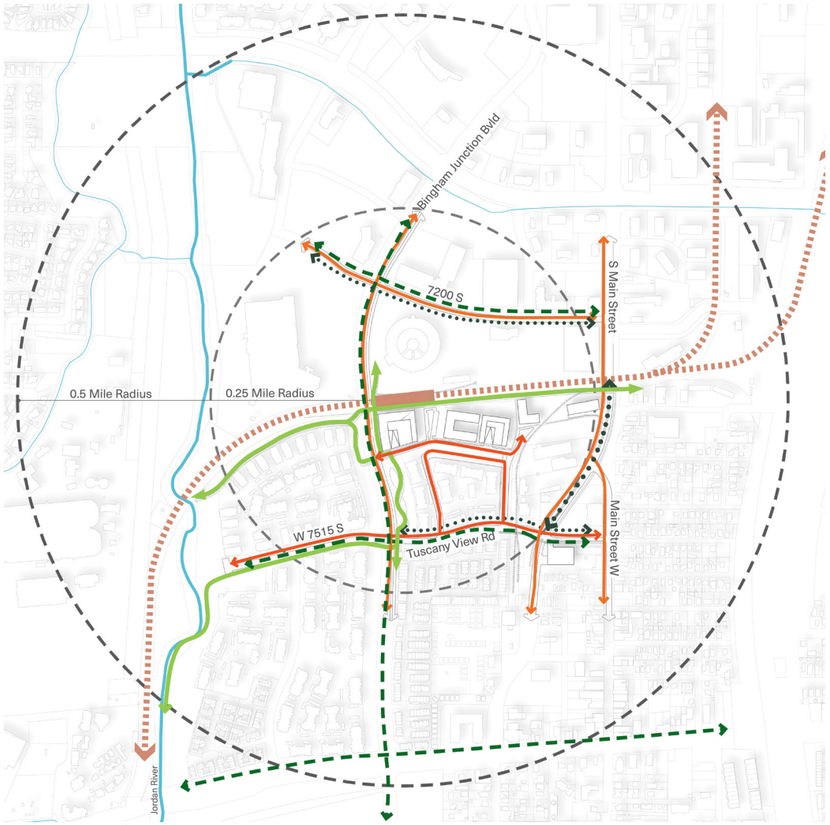


Figure 28: Circulation Diagram

CIRCULATION DIAGRAM

The preferred concept for the Bingham Junction station area focuses on establishing connections to Midvale Main Street, the Jordan River Parkway, and surrounding neighborhoods by providing designated bike lanes and new pedestrian connections. It explores the potential of incorporating a multi-use trail along the TRAX line on UTA right-of-way that would bridge over 700 W and connect with a proposed sidewalk north of City Hall. A proposed trail running north-south connects the Bingham Junction station to the existing Jordan River Parkway trail and also to the proposed linear park. Tuscany View Road is extended to 700 W and Main Street, creating a new vehicular and pedestrian connection to the station area and surrounding amenities. A key cycling corridor is proposed along Tuscany View Road and W 7515 S that connects Main Street to the Jordan River. A cycling corridor is also proposed along the Bingham Junction Boulevard.



Figure 29: Public Realm/Open Space Diagram

PUBLIC REALM/OPEN SPACE DIAGRAM

A connected system of open spaces around the Bingham Junction station is intended to create more green areas and spaces for the people to gather and connect. A bluff plaza is proposed south of the TRAX line connecting the employment center with the station. A station plaza is proposed next to the mixed-use infill development, creating a new public space by the station that can be activated by surrounding retail and dinning. The green space south of the station is proposed to become an active park with amenities for residents and people working in the area.

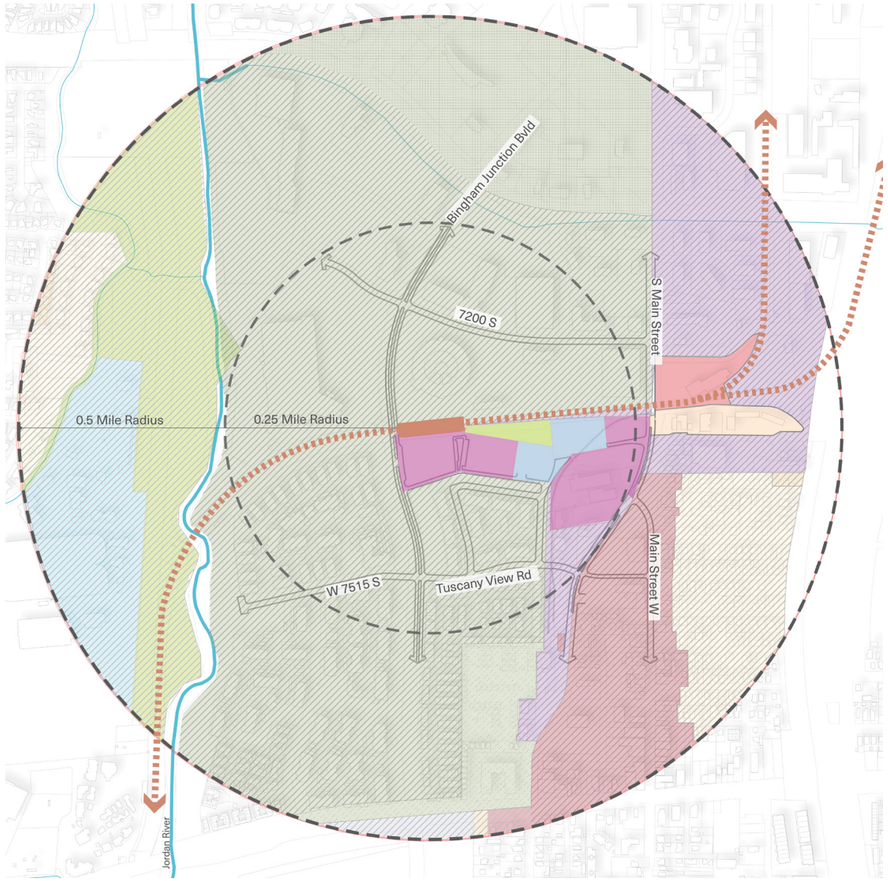


Figure 30: Land Use Diagram

LEGEND

EXISTING ZONING

- WEST JORDAN - LOW DENSITY RESIDENTIAL
- WEST JORDAN - PARK AND OPEN LAND
- WEST JORDAN - PUBLIC FACILITIES
- MIDVALE - SINGLE FAMILY (SF-2)
- MIDVALE - RESIDENTIAL MULTI-FAMILY (RM-12)
- MIDVALE - CLEAN INDUSTRIAL (CI)
- MIDVALE - HISTORICAL COMMERCIAL (HC)
- MIDVALE - BINGHAM JUNCTION (BJ)
- MIDVALE - THE JUNCTION AT MIDVALE OVERLAY
- MIDVALE - RIVER WALK OVERLAY (RWO)
- MIDVALE - JORDAN BLUFFS (JB)

PROPOSED LAND USE

- MEDIUM DENSITY RESIDENTIAL
- MIXED-USE
- OFFICE
- COMMERCIAL
- PARK/OPEN SPACE

LAND USE DIAGRAM

The proposed land uses at Bingham Junction focus on office and employment, some mixed-use on the UTA property, and a new multifamily residential area to the east. They also include future mixed-use along S 700 W.



Figure 31: Bingham Junction Boulevard at the TRAX crossing, Looking North

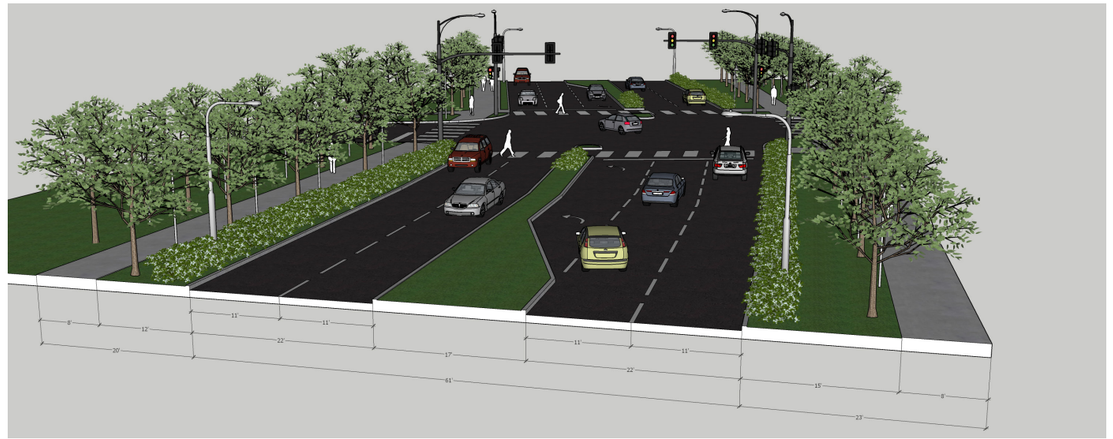


Figure 32: 700 West/Holden Street at Tuscany View, Looking South

ADDRESSING HB462 AFFORDABLE HOUSING GOALS

The best opportunity to ensure the provision of affordable housing at the Bingham Junction station lies in the UTA property. The size of a development project here should strive to meet a 20% affordable share while allowing for economic diversity. Although this residential density percentage will not qualify the City to apply for HTRZ funding, this is a good baseline that the City should consider as a requirement for affordable housing in any residential projects proposed within the study area.

Proposed Density (du/ ac)	Proposed Residential (%)
35	50

HISTORIC GARDNER STATION - SITE CONCEPT

The proposed concept for the Historic Gardner station area celebrates the smaller scale and agricultural character of surrounding properties and creates a new regional park and access point to the Jordan River Parkway. The concept shows a future extension of the cemetery, and a potential building addition north of Pioneer Hall creating a central plaza space that connects these two buildings and allows more direct access to the station area. The preferred concept shows potential clustered residential development on the southern side of the station with an agricultural focus and densities ranging from 2 to 5 du/ acre. A multifamily building is proposed on UTA property reducing the size of the existing park and ride parking lot. A new road is proposed in the south connecting 1300 W with the regional park and a proposed future outdoor events venue (amphitheater).



1A PIONEER HALL PLAZA
1B ACCESS TO JORDAN RIVER PARKWAY
1C REGIONAL PARK & ACTIVE USES
1D AGRICULTURE BASED RESIDENTIAL
WALKING RADIUS
EVENTS
GREEN SPACE
RESIDENTIAL
PLAZA
AGRICULTURE BASED RESIDENTIAL

Figure 33: Preferred Concept | Historic Gardner Station



Figure 34: Circulation Diagram

CIRCULATION DIAGRAM

The proposed concept for the Historic Gardner station area celebrates the smaller scale and agricultural character of surrounding properties, focusing on creating a better pedestrian connection to Gardner Village to the north and new trail connections to the east and south. It also includes improved pedestrian connections along 7800 South between West Jordan and Midvale, especially crossing the Jordan River. A new road is also proposed in the south connecting 1300 W with the future regional park and outdoor events venue (amphitheater).



LEGEND

- EXISTING OPEN SPACE/PARK
- PROPOSED OPEN SPACE/PARK
- PROPOSED PLAZA/ PASEO

Figure 35: Public Realm/Open Space Diagram

PUBLIC REALM/OPEN SPACE DIAGRAM

The preferred concept focuses on taking advantage of publicly owned properties along the Jordan River and creating a large regional park with amenities that will become a destination for the area. A future extension of the cemetery is proposed to the south of the existing West Jordan City Center Cemetery and a central plaza space is proposed next to Pioneer Hall to celebrate this historic building and allow for better connections with the TRAX station.

The proposed regional park will include an outdoor events venue (amphitheater), trails and pathways, active use areas, storm water management elements, and access to Jordan River Parkway.

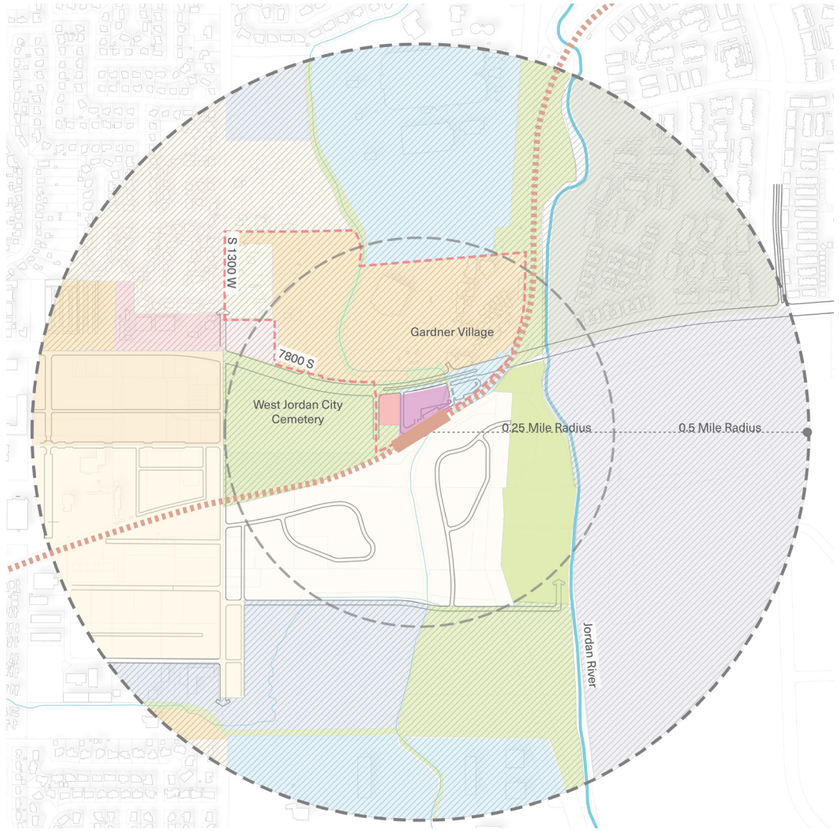


Figure 36: Land Use Diagram

LEGEND

- TSOD OVERLAY

FUTURE LAND USE

- VERY LOW DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- CITY CENTER/NEIGHBORHOOD TSOD CENTER
- PARK AND OPEN LAND
- COMMUNITY COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- PUBLIC FACILITIES
- RESEARCH PARK
- MIDVALE - THE JUNCTION AT MIDVALE OVERLAY
- MIDVALE - JORDAN BLUFFS (JB)

PROPOSED LAND USE

- LOW DENSITY RESIDENTIAL AGRICULTURAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MIXED-USE
- CULTURAL/ENTERTAINMENT
- PARK/OPEN SPACE

LAND USE DIAGRAM

The area adjacent to the Historic Gardner TRAX station, where the current park-and-ride is located, is proposed as mixed-use development with multi-family residential. The area south of the station is seen as low density residential agricultural, in the form of clustered development surrounded by productive agricultural uses. This will help bring more residents to the area while preserving and celebrating the agricultural character.

New green spaces are also proposed as future land uses for the area.



Figure 37: 7800 South at Historic Gardner Village, Looking West

ADDRESSING HB462 AFFORDABLE HOUSING GOALS

The UTA property at the Historic Gardner station provides an opportunity to reposition under-utilized parking spaces into affordable housing. Given the small size of the potential development area, housing on the site should strive to reach of minimum of 10% affordable. More affordable housing could be considered on the parcels west of 1300 W, although these totals combined would not allow this station area alone to qualify for HTRZ funding. As the Historic Gardner Station Area Plan overlaps to the west with the City Center Station Area Plan, both locations could be presented in a combined approach where minimum densities and affordable housing percentages are achieved in a holistic way.

Proposed Density (du/ ac)	Proposed Residential (%)
27	99.64

WEST JORDAN CITY CENTER STATION - SITE CONCEPT

The preferred concept focuses on creating a new destination around the City Center station area by incorporating a mix of retail, office, residential uses, pedestrian areas and, cultural amenities. Some of the key strategies incorporated in the preferred alternative include:

- Creating a destination next to the existing transit station by proposing a new transit plaza with cultural/ entertainment use.
- A restaurant row that connects with 7800 S allowing for a vibrant spine in the area.
- A market hall and incubator.
- A festival park.
- Office use, mixed-use, and a new hotel that will bring more visitors and residents to the area.
- Multifamily development is proposed on the UTA parcel, while maintaining a bus loop near the station with drop off area and ADA parking.
- A parking district where shared structures could serve various user types and building needs, therefore helping reduce the required on-surface parking in the area.
- Building heights vary from 4 to 8 stories in key locations of the development, achieving residential densities of up to 60 du/acre.
- Densities towards the east are lower, ranging from 20 to 40 du/acre.
- A central open space is proposed on the north-east to serve all the new residential units.
- The station area also has the capacity to meet HRTZ affordable housing requirements.

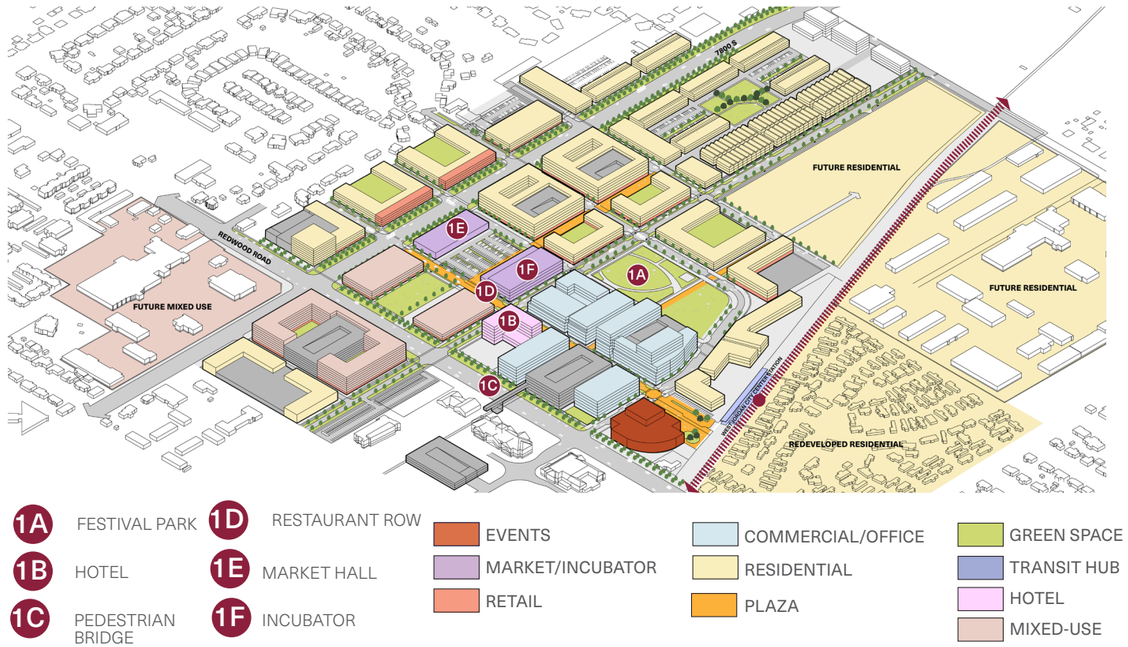


Figure 38: Preferred Concept | West Jordan City Center Station

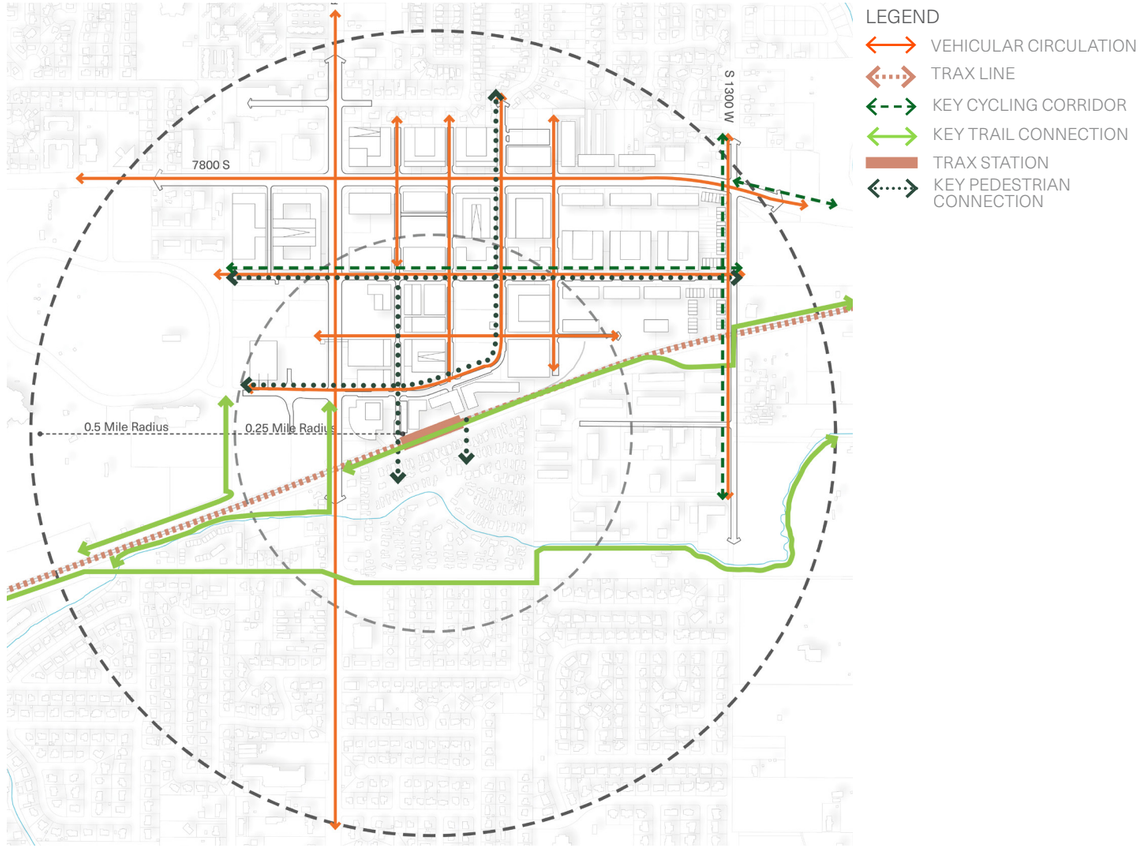


Figure 39: Circulation Diagram



Figure 40: Public Realm/Open Space Diagram

CIRCULATION DIAGRAM

The preferred concept for the City Center station focuses on creating a destination hub that will bring residents and visitors to the area. Therefore, a series of new streets are proposed to create a smaller grid that makes this area accessible and walkable.

The major proposed streets running east-west and north-south are intended to be designed as bike and pedestrian corridors, and a new trail connection along the TRAX line is proposed to the east to connect with the Historic Gardner station.

Overall, the proposed circulation focuses on bringing people into the area and creating a vibrant space.

PUBLIC REALM/OPEN SPACE DIAGRAM

A Festival Park is proposed at the center of the new core providing a recreational use and activation strategy. In addition to that, a green corridor is proposed along 7800 S and Redwood Road creating walkable streets and incorporating bike infrastructure. A public plaza next to the TRAX station will connect to the main east-west corridor through a pedestrian paseo and restaurant row, creating a continuous system of public and green spaces.

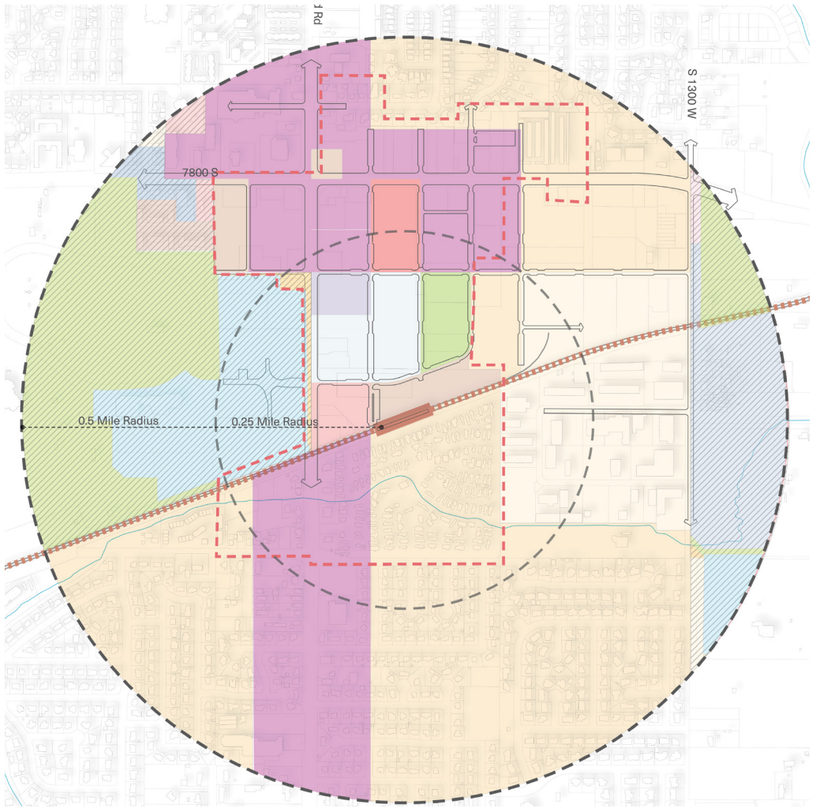


Figure 41: Land Use Diagram

LEGEND

TSOD OVERLAY

FUTURE LAND USE

- VERY LOW DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- CITY CENTER/NEIGHBORHOOD TSOD CENTER
- PARK AND OPEN LAND
- COMMUNITY COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- PUBLIC FACILITIES
- PROFESSIONAL OFFICE
- RESEARCH PARK

PROPOSED LAND USE

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- MIXED-USE
- MIXED-USE OFFICE
- COMMERCIAL
- HOTEL
- CULTURAL/ENTERTAINMENT
- PARK/OPEN SPACE

LAND USE DIAGRAM

The land uses proposed for the City Center station area are mostly mixed-use, high density residential and office, with the goal of creating an active and walkable core for West Jordan, and a new hub and destination for the area. Commercial uses, a hotel, park/ open space, and cultural/ entertainment are also part of proposed uses for the area north of the rail line.

To the south, medium density residential and some mixed-use along Redwood Road are proposed.

To the east of the higher density core, medium and low density residential uses are proposed creating a connection to the area around Historic Gardner.

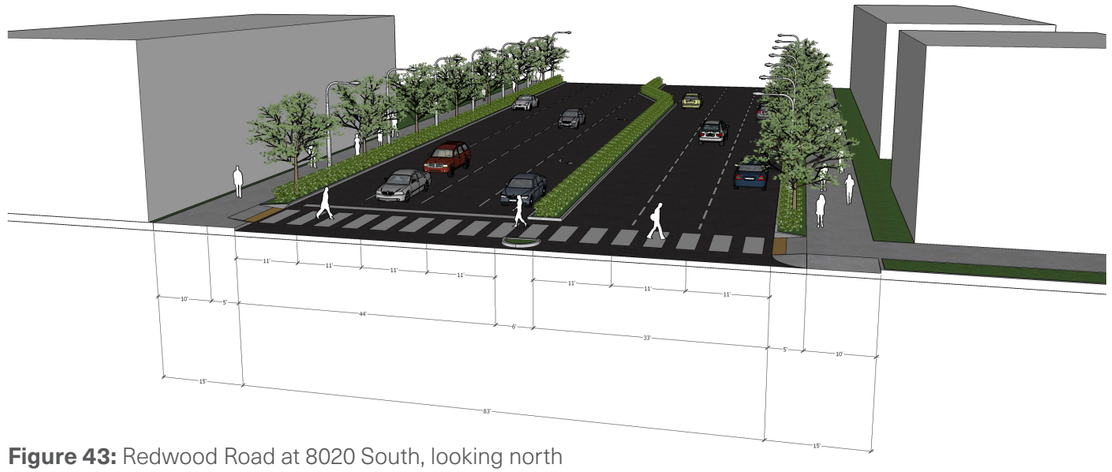


Figure 43: Redwood Road at 8020 South, looking north

ADDRESSING HB462 AFFORDABLE HOUSING GOALS

The City Center study area provides a framework to make a significant impact on the provision of affordable housing in West Jordan. The City should strive to maintain or exceed the HTRZ required share of 10% affordable housing product across development phases while also encouraging an economically diverse neighborhood. The City and project partners should develop an HTRZ request outlining specific affordable housing goals as a next step to this planning process.

Proposed Density (du/ ac)	Proposed Residential (%)
Between 25-60 (see map below)	71.48

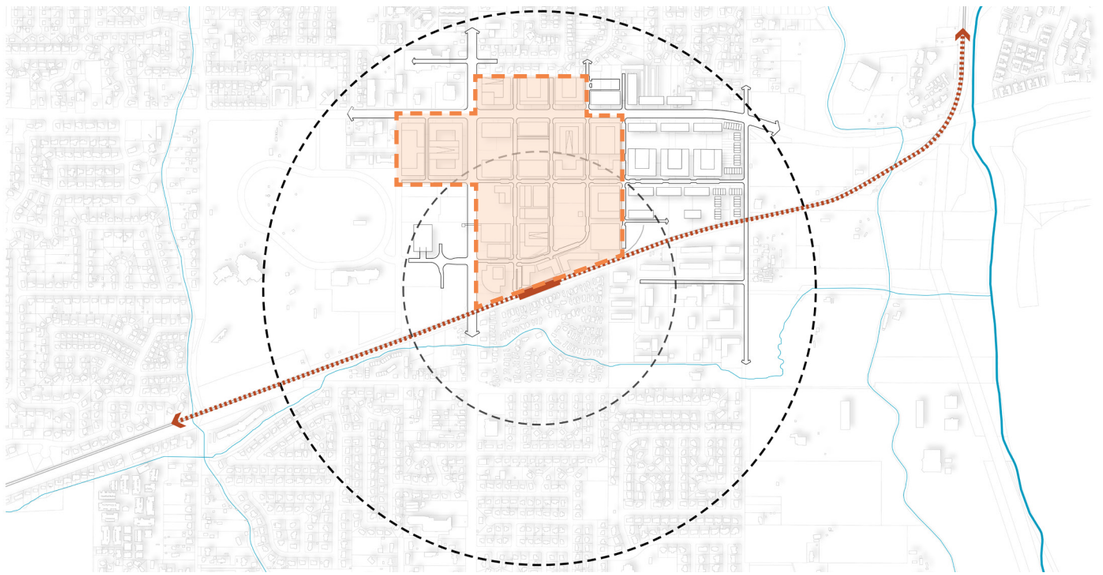


Figure 42: HTRZ Area Boundary

TRANSPORTATION DEMAND MANAGEMENT

Transportation demand management (TDM) programs aim to provide compelling and viable alternatives to driving alone, either through encouraging travel by more efficient modes or by discouraging travel by driving alone. TDM programs will vary based on ultimate development profiles for each station area and their eventual occupants. Typically, TDM programs are comprised of a suite of options that collectively allow residents, employees, or others traveling to and from an area served by a TDM program to travel more efficiently. While the success of each TDM program is heavily dependent on external factors such as performance goals, ubiquity, weather, and funding, high-functioning programs can result in reduced parking demand, increased transit ridership, higher shares of trips being made by cycling, and reduced congestion

A range of TDM options are presented below. The final TDM programs implemented in each station area will depend on final build-out of each area and appetite for funding such programs from landowners, employers, or other stakeholders.

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Cycling/ Pedestrian Measures	Provide bicycle parking (short-term, on-sidewalk or similar)	Provide traditional bike racks designed for short-term parking, in a visible publicly accessible space.	Developers, municipalities	X	X	X
	Provide on-site bicycle maintenance services	Include dedicated space for a bicycle repair shop, or agree to provide concierge service for individuals to drop off bicycles for repairs and pick them up at a later time.	Developers, employers	X		
	Provide on-site bicycle repair station	Provide a bicycle repair station that includes basic tools and space for common repair tasks. This may include a stand, air pump, tire lever, wrenches, and other common bicycle maintenance tools.	Developers, employers, municipalities, public agencies	X	X	X
	Provide showers and lockers	Provide space for active transportation users to shower, change, and store any equipment they use during their commute.	Developers, employers	X		X
	Provide long-term bicycle parking	Provide secure, off-street storage for bicycles for more flexible bicycle commutes and overnight storage.	Developers	X		X
Land Use Measures	Locate project near urban center	Locate the project near a jobs center, such as a central business district. Location efficiency, or distance to areas with high concentrations of jobs and other destinations, reduces vehicle trip length and therefore tends to have lower VMT levels than a similar project located further from a CBD.	Municipalities, developers	X		X
	Integrate affordable and below-market-rate housing	Incorporate affordable housing into the development program. Generally, affordable housing can be defined as housing affordable to households earning less than 80 percent of the area median income. Affordable or below-market-rate housing can comprise anywhere from a small percentage to 100 percent of total residential units in a project. Generally, because lower income households tend to generate less VMT per person, this may lead to a reduction in vehicle trips.	Developers, municipalities	X	X	X
	Locate project near bike path/ bike lane or other non-auto corridor	Locate project on a roadway that has existing high-quality bicycle and pedestrian infrastructure, such as bike lanes (class I, II, or IV), designation as a bicycle boulevard, traffic calming, or a high level of bicycle activity combined with low roadway speeds. Project may also be oriented toward a dedicated bus facility (such as BRT) or a light rail line; in this instance, orientation means that the site's primary and easiest form of access should be from the transit corridor, and that the transit corridor should not have competing automotive traffic.	Developers, municipalities, public agencies	X	X	X
	Senior housing	Incorporate housing restricted to residents age 55 and older (or, ideally, age 65 and older). Because many older residents do not work, they tend to generate fewer daily vehicle trips than families or younger residents.	Developers, municipalities	X	X	X
	Provide delivery-supportive amenities	Designate a central package room or package area where deliveries can be safely kept until picked up by a resident or employee. This both helps to reduce excessive driving by delivery vehicles at larger suburban sites, and also encourages online ordering rather than driving to and from local shops.	Developers, municipalities	X		
	Provide family-supportive amenities	Provide amenities that allow families to live a car-free or car-lite lifestyle, such as provision of loaner carseats for use in carshare vehicles, maintaining cargo bikes as part of an overall bicycle fleet, or providing storage for infrequently used accessories such as carseats near a carshare station.	Developers, employers	X		X
	Provide on-site daycare	Provide childcare on-site, reducing the need for parents to make additional detours to drop children off or pick children up.	Employers	X		X

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Parking Measures	Price parking to discourage peak hour travel	Provide lower “early bird” or “off-peak” prices for parking, to encourage drivers to travel outside of peak hours.	Developers, municipalities, public agencies	X		X
	Provide pay-as-you-go Parking	Rather than providing a monthly pass for parking, require all parking users to pay each time they park. For instance, rather than purchasing a monthly parking pass, employees would pay a daily rate each day they park. This helps encourage people not to drive by increasing the marginal cost of driving each additional day, and makes the costs of driving more apparent.	Developers	X		X
	Limit parking supply	Reduce the proposed supply of parking at the development relative to other sites in the project vicinity.	Municipalities, developers, public agencies	X	X	X
	Unbundle parking costs	For residential developments, require that parking spaces be paid for separately from the primary mortgage/HOA dues/rent. This effectively reduces housing costs for households with no cars / fewer cars	Developers, municipalities	X		
	Implement off-street parking pricing	Price parking at all off-street facilities associated with the project. Pricing should be at a level equal to or higher than typical prices in the project area. Typically referred to as “unbundling” parking pricing for residential projects.	Developers, municipalities, public agencies	X		X
	Implement on-street parking pricing	Price parking in all on-street locations associated with the project. Pricing should be at a level that encourages regular turnover and discourages, if not prohibits, longer-term parking.	Public agencies	X		
	Introduce parking permit program	Allow use of parking only by individuals with a necessary parking permit. The most common application of this is through a residential parking permit program, where residents of a neighborhood have the ability to park in that neighborhood for free, while all others must either abide by time limits or pay for parking. This measure is supplemental to other parking management measures and largely addresses community concerns regarding overflow of parking into neighborhoods in instances where meters are introduced or supply is reduced.	Municipalities, developers	X	X	X
	Implement parking “cash-out”	If free parking is provided as an employee benefit, individuals opting not to receive a parking pass may instead receive the equivalent cash value to a monthly parking permit.	Employers, office developers	X		X

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Ridesharing Measures	Implement a school pool program	Create a ridesharing program specifically marketed towards school children and families, designed to help match families to form carpools as part of an individual school community.	Municipalities	X	X	X
	Provide employer-sponsored vanpools	Provide subsidies or company-provided vehicles for vanpooling, and assist with vanpool formation by means of helping individuals identify others with similar commute patterns. This measure may also apply to point-to-point shuttles sponsored by an employer (i.e., “tech buses”)	Employers	X		X
	Provide ride-sharing match program	Maintain a database of individuals interested in carpooling/ridesharing along with their commute characteristics. Allow individuals to search database and contact others to form carpools. At large employers, some one-on-one support may also be provided.	Employers	X		X

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Marketing Measures	Implement a commute trip reduction marketing program	Implement a marketing strategy to promote the project site employer's CTR program. Information sharing and marketing promote and educate employees about their travel choices to the employment location beyond driving such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.	Employers, municipalities, public agencies	X	X	X
	Implement intensive targeted marketing program	Using principles of community-based travel planning, conduct outreach to households or employees to provide customized information, incentives, and support to encourage the use of transportation alternatives rather than single occupant vehicles. Examples include the SmartTrips programs in Oregon and Austin, TX	Employers, municipalities, public agencies	X	X	X
	Engage in community promotion events	Engage in well-promoted community events designed to encourage use of modes other than personal vehicles. Prominent examples include Bike to Work Day, Walk to Work Day, and Transit Week activities common in many cities/regions. This may also include targeted outreach, tabling or meeting with residents at community events, and other face-to-face promotional activities.	Employers, municipalities, public agencies	X	X	X
	Provide guaranteed ride home	Provide free (or reimbursed) taxi, Lyft, or Uber rides home for employees that used transit or carpooling to reach work and must travel home either mid-day due to an emergency, at a time other than their carpool, or after transit service has concluded. This helps address uncertainty for individuals considering using alternative modes.	Employers	X		
	Provide TDM coordinator	Designate a staff person as the TDM coordinator to coordinate, monitor and publicize TDM activities. In addition to having a single coordinator for a given institution or development, each building and tenant shall have a designated TDM coordinator.	Employers, municipalities, public agencies	X		
	Provide move-in / new hire packets on transportation options	Provide standardized materials including information on transit routes and schedules, bicycle pathways, available commuter facilities, subsidies, parking cash-out, and any other commuter programs available.	Developers, employers	X	X	X
Transit Measures	Pre-Tax Commuter Benefits	Provide employees the opportunity to enroll in WageWorks or other service to help with pre-tax commuter savings. This strategy allows employees to deduct monthly transit passes or other amount using pre-tax dollars. This can help to lower payroll taxes and allows employees to save on transit.	Employers	X		X

PARKING SUPPLY

A recommended parking supply at each station is presented below. The recommended parking supply at each station was determined by applying code-required parking ratios to proposed land use programs. Reductions through shared arrangements defined by city code or other allowed reductions have been applied. These resulting recommended parking supplies are initial targets and will need to be revised as each station area begins to redevelop and parking demand is better understood. Several assumptions were made in developing the recommended parking supplies for each station:

- The units at each multifamily residential developments are approximately 40% one-bedroom, 40% two-bedroom, and 20% three-bedroom units
- General commercial space is 50% retail and 50% food and beverage/restaurant uses
- All single-family dwelling units at City Center and Historic Gardner Village would self-park

The quantities of "expected available parking" were taken from planning-level density calculations prepared during this process, and the "expected parking shortfall" quantities are simply the difference between the two.

BINGHAM JUNCTION STATION

Spread across six blocks, the proposed land use program is comprised of 73 dwelling units, 77,000 square feet of commercial uses, and 336,000 square feet of office uses. The proposed parking supply, expected available parking, and expected parking shortfall are presented in the table below.

Bingham Junction Station Area – Build Conditions Parking Assessment	
Recommended Parking Supply	973 Stalls
Expected Available Parking	792 Stalls
Expected Parking Shortfall	181 Stalls

Strategies to reduce a potential shortfall in parking supply include:

- Implementation of an effective and accessible TDM program
- Reduce the amount of food and beverage/restaurant uses on the site
- Decrease minimum parking ratio for office uses (3 stalls/1,000 square feet) within the station area given proximity to transit
- Alter housing unit mix to reduce demand from residential uses

HISTORIC GARDNER VILLAGE

Spread across three blocks, the proposed land use program is comprised of 778 multi-family dwelling units, 139 single-family dwelling units, and 5,000 square feet of institutional uses. The proposed parking supply, expected available parking, and expected parking shortfall are presented in the table below.

Historic Gardner Village Station Area – Build Conditions Parking Assessment	
Recommended Parking Supply	1,317 Stalls
Expected Available Parking	1,618 Stalls
Expected Parking Shortfall	n/a

As no shortfall is expected to occur at Historic Gardner Village, recommendations to ensure parking supply does not substantially outpace demand include:

- Apply similarly low parking ratios found in the TSOD zoning code for Historic Gardner Village
- Allow for sharing of structured/remote parking between single- and multi-family development

WEST JORDAN CITY CENTER

Spread across 17 blocks, the proposed land use program is comprised of 2,300 dwelling units, 566,000 square feet of commercial uses, 2.1 million square feet of office uses, a 150-room hotel, 116,000 square feet of entertainment uses, and park areas. The proposed parking supply, expected available parking, and expected parking shortfall are presented in the table below.

West Jordan City Center Station Area – Build Conditions Parking Assessment	
Recommended Parking Supply	7.749 Stalls
Expected Available Parking	4,841 Stalls
Expected Parking Shortfall	2,908 Stalls

The proposed development program for City Center is ambitious, and the maximum parking ratios for many uses in the City Center TSOD Zoning code allows for great flexibility in determining parking supplies within the station area. However, the magnitude of proposed development will likely require some combination of the following options to ensure viability of the proposed development:

- Reduction of overall office uses at the site; despite calculating the parking supply required for office uses at 1.0 stalls/1,000 square feet, the magnitude of office still necessitates more than 2,000 parking stalls
- More flexibility of shared parking arrangements to enable greater reductions in total parking supply based on time-of-day utilization profiles
- A better understanding of how office utilization when this project breaks ground; current office utilization rates are low as hybrid work proliferates, and an agreement from tenants that demand for parking peak days may outpace supply

Noting that the parking requirements at City Center allow for ambitiously low parking ratios (lower than is likely achievable from a mode split perspective), the following strategies may help reduce the parking shortfall at City Center:

- Implementation of an effective and accessible TDM program
- Reduce the amount of food and beverage/restaurant uses on the site
- Reduce the amount of office uses on the site and increase residential uses

By the time development commences at City Center, both City staff and development partners will have an improved understanding of how office uses are operating regarding percentage of employees typically on-site. With that knowledge, still lower parking ratios may be achievable from an operational and market perspective.

AREA MOBILITY RECOMMENDATIONS:

While the three station areas described in this Plan are distinct, many recommendations for improved access and connectivity apply to each. With that in mind, each station comes higher-priority mobility improvements to better connect area residents, employees, and visitors to transit and other community assets. This plan seeks to better utilize existing transit infrastructure to incentivize mode shift, increasing reliance on transit as a means for local and regional trips, and enabling car-free travel through improved first- and last-mile connections to make transit more appealing and more accessible.

BINGHAM JUNCTION STATION

- Better utilize the existing right-of-way on Bingham Junction Boulevard to provide improved pedestrian and cyclist facilities, connecting those traveling by all modes to UTA light rail
- Establish new connections to Midvale's Main Street and historic downtown to support businesses therein and increase visitation to a community treasure, ideally by connecting Tuscany View to Holden Street/700 West
- Explore opportunities to construct a multiuse path along the existing rail right-of-way to facilitate active transportation connections to Main Street
- Establish wayfinding to improve connections to and utilization of the Jordan River Trail

HISTORIC GARDNER VILLAGE

- Improve connections across 7800 South, connecting the Gardner Village shopping center to UTA light rail
- Improve signage and wayfinding to better connect the Historic Gardner Village station to the Jordan River Trail
- Construct a new multiuse path on the north side of 7800 South to improve east-west connectivity across the Jordan River, facilitating active transportation travel between Historic Gardner Village and Bingham Junction Boulevard
- Construct a new pedestrian and cyclist undercrossing at 7800 South along the Jordan River Trail to incentivize north-south active transportation traffic along the Jordan River

WEST JORDAN CITY CENTER

- Redesign Redwood Road with medians, widened sidewalks, and normalized lane widths to maximize space for non-automobile modes while maintaining vehicular capacity, making Redwood Road a more comfortable place to be with more options for safe pedestrian crossings
- Explore opportunity to implement multiuse path within existing UTA light rail right-of-way, connecting to Historic Gardner Village to the east and the Jordan River Trail
- Improve existing crossings along Redwood Road to better connect transit to the civic core
- Consider additional programmatic options, including the establishment of Transportation Management Association or TDM performance measures, to better address traffic and parking demand, providing direct pedestrian connection from TRAX platform to neighborhood located to the south of the Trax Line.



IMPLEMENTATION

PHASING & IMPLEMENTATION

The following phasing plans identify key steps to spark meaningful and sustainable growth and redevelopment in the area around the three stations. Coupled with targeted incentives, phasing can initiate change and showcase early success in key locations. Careful consideration has been given to publicly owned parcels, UTA parcels, and other potential partners that each City could work with to establish catalyst projects around the stations. Public realm investments can also serve as a catalyst for redevelopment, as a well-designed and walkable public space can attract interest and bring vibrancy to a place or area.

The proposed phasing approach for each station relies on the support and coordination of each city with UTA and key private stakeholders. Before the physical implementation of the Station Area Plan can begin, initial efforts must focus on the development of partnerships and the securing of potential funding sources.

BINGHAM JUNCTION STATION

PHASE 1

The catalyst project at Bingham Junction includes the redevelopment of the UTA parcel to incorporate a multifamily residential with potential ground-floor retail or other high-density use per market conditions. This will require the City to amend their existing Junction at Midvale overlay, and coordination with UTA regarding station area logistics, bus drop-off area, and parking. Parking will be provided for both residents and TRAX users in a shared parking structure and a new public space is proposed east of the building to connect with the station and potential future development to the east.

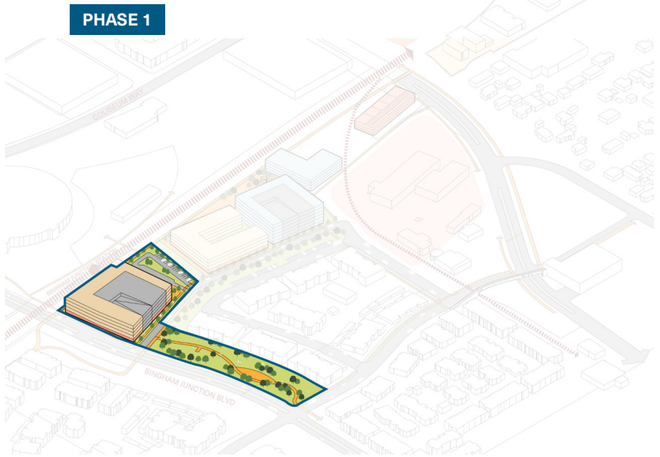


Figure 44: Bingham Junction Station | Phase 1 Diagram

PHASE 2

In a second phase, a new employment center and mixed-use residential building could bring more activity to the area while supporting existing uses in and around Bingham Junction. A new plaza space north of the employment center will create a vibrant hub that might include restaurants, cafes, and other retail. A proposed multiuse path along the rail line within UTA property will provide connections to Midvale Main Street and the Jordan River Trail.

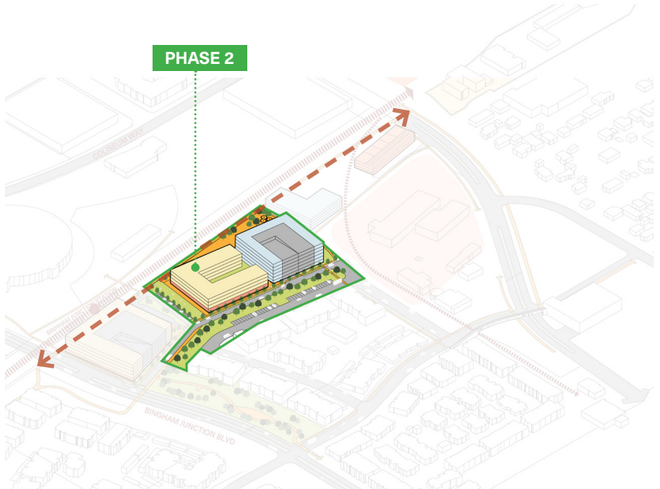


Figure 45: Bingham Junction Station | Phase 2 Diagram

PHASE 3

Phase 3 will include commercial redevelopment along 700 W, as well as the extension of Tuscany View Road and a bridge over the rail spur that will connect to a future parking garage that will serve downtown Midvale uses like City Hall, the Senior Citizen Center, and future development along Main Street.

PHASE 4

Depending on the future removal of the rail spur, this phase will include more employment/office use next to the TRAX line, connecting the new employment center with 700 W.

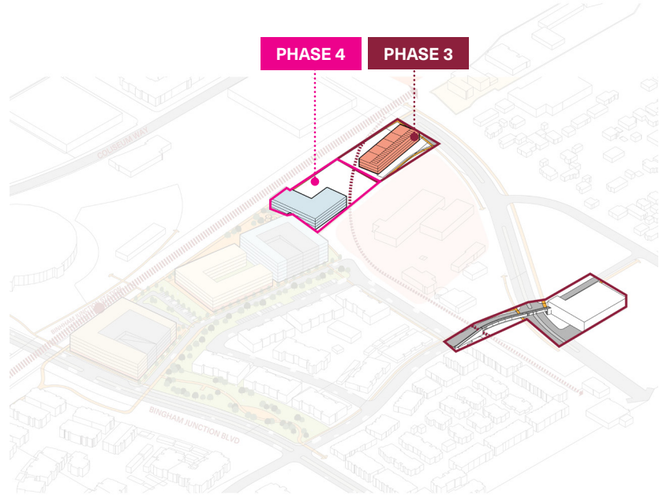


Figure 46: Bingham Junction Station | Phase 3 & Phase 4 Diagram

HISTORIC GARDNER STATION

PHASE 1

The initial implementation phase of the Station Area Plan around Historic Gardner includes a mixed-use/residential project in UTA property, and a reconfiguration of the existing park and ride lot.

It also includes an improved pedestrian crossing across 7800 S, and a new regional park along the Jordan River. This park should include amenities like an amphitheater and will become a regional destination in the Salt Lake area while providing access to the Jordan River Parkway.

PHASE 2

Phase 2 may include redevelopment of the existing lands to the south of the station to include a unique low-density development typology with clustered single-family houses around productive agricultural lands. This will help bring more residents to the area while preserving and celebrating the agricultural character that makes this area unique.

PHASE 3

The final phase includes improvements to S 1300 W. and potential medium-density development in the form of townhouses along this north-south connector. S 1300 W. is envisioned to become a key connecting corridor between the Historic Gardner and City Center station areas.

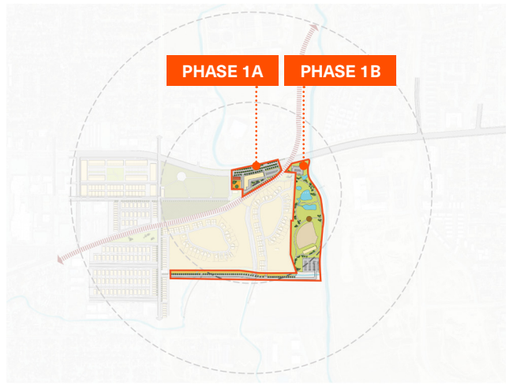


Figure 47: Historic Gardner Station | Phase 1 Diagram

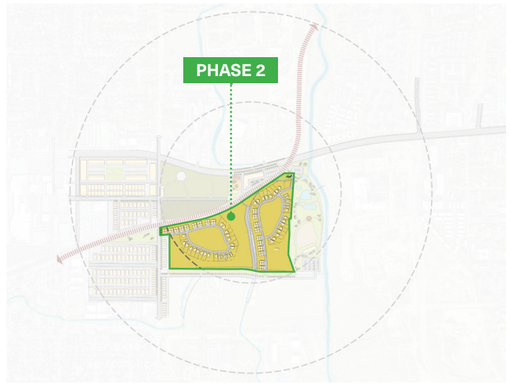


Figure 48: Historic Gardner Station | Phase 2 Diagram

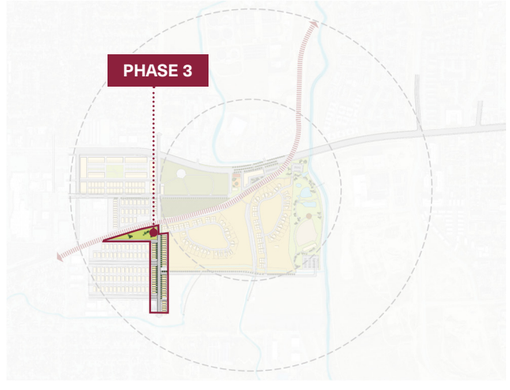


Figure 49: Historic Gardner Station | Phase 3 Diagram

CITY CENTER STATION

PHASE 1

At over 17 acres, the parcel owned by the Jordan School District offers a key short-term redevelopment opportunity and can become the first catalyst project to trigger change in the City Center station area. This will allow for new office uses while maintaining administrative school district uses on site. A land swap with UTA and HTRZ funding may provide an opportunity for the School District capture value to construct a new administration Class A office building and to relocate the existing facilities. A shared parking garage will serve new users as well as park and ride needs, opening up valuable space in the UTA parcel and allowing for mixed-use redevelopment next to the station. The UTA property next to the TRAX station would also be part of Phase 1 and would include residential multi-family uses.

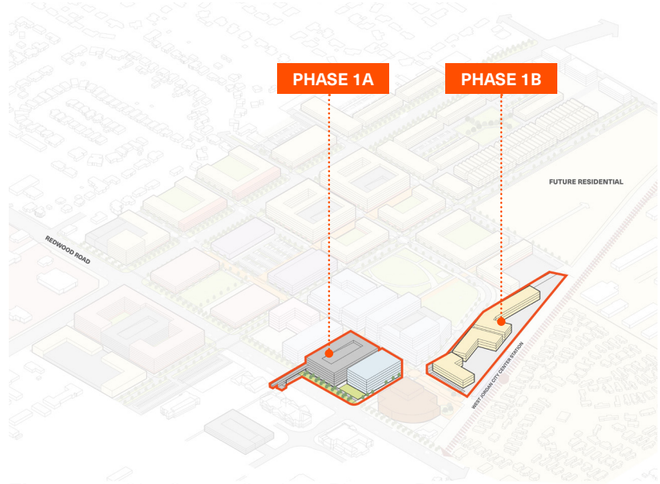


Figure 50: City Center Station | Phase 1 Diagram

PHASE 2

Continuing with the School District parcel redevelopment, more mixed-use buildings, a market hall, and incubator will create a new central core for the area. This will be connected to the station by a restaurant row that will include retail uses on both sides and be designed as a walkable and pedestrian friendly spine. A boutique hotel is also considered as part of Phase 2.

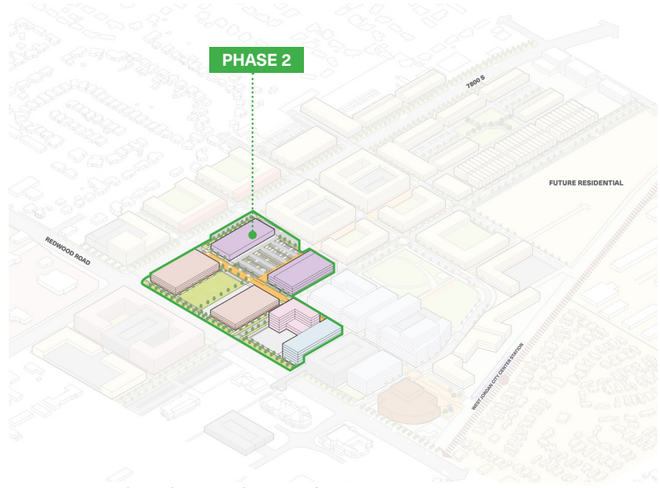


Figure 51: City Center Station | Phase 2 Diagram

PHASE 3

A central festival park will consolidate this area as the new downtown for City Center, bringing active and passive uses that will support new residential, mixed-use, and office development. The park will become a central civic and gathering space and will be framed by mixed-use and office buildings, connecting with the TOC development on the UTA parcel. The corner property by the rail line and Redwood Road will become a regional cultural hub and family destination, consolidating the area as a new center in south Salt Lake Valley.

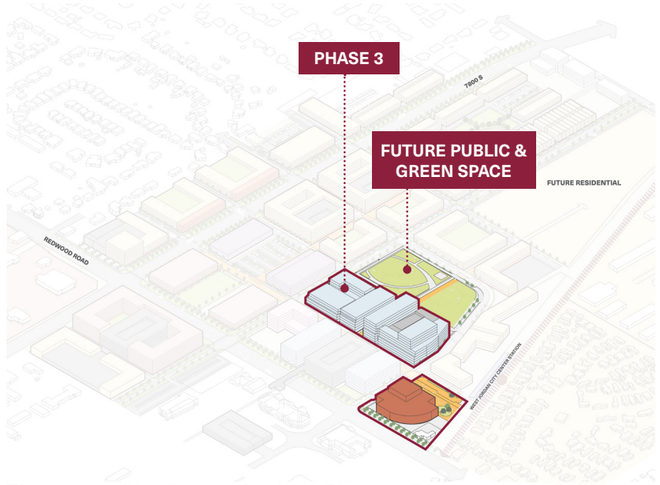


Figure 52: City Center Station | Phase 3 Diagram

PHASE 4

The final phase of redevelopment around City Center will include several mixed-use buildings with medium to high-density residential use, and street connection between these blocks.

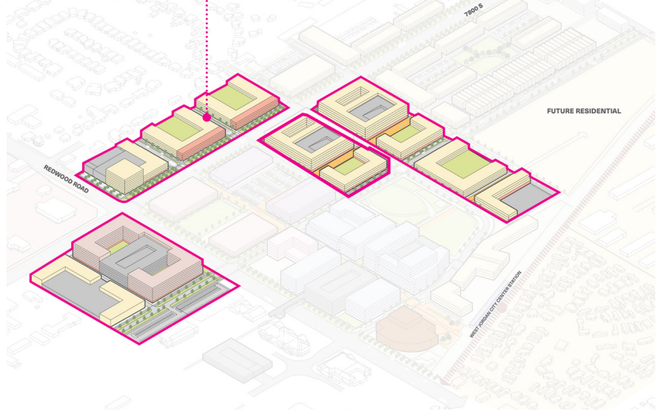


Figure 53: City Center Station | Phase 4 Diagram

IMPLEMENTATION PRIORITIES

Before the West Jordan and Midvale Station Area Plans can be implemented, a number of steps must be taken to define a path for sustainable growth and development. The following priorities identify generally linear steps and interactions between UTA, West Jordan City, Midvale City, and other private partners that are necessary to allow for redevelopment to occur.

MIDVALE CITY

PHASE	ACTION ITEM	RESPONSIBLE PARTY			FUNDING/ FINANCING
		MIDVALE	UTA	OTHER	
1	Update Junction at Midvale overlay to allow for more density on UTA property and mixed-use redevelopment.	X			
	Conduct conversations with BMC regarding potential redevelopment.	X		X	
	Prepare a developer RFQ for the flexible mixed-use redevelopment that could include, residential, office, and retail at Bingham Junction on UTA property.	X	X		
	Create a TIF district for station area overlay.	X			
	Prepare park-and-ride demand estimates, parking structure cost estimates, and identify funding sources for relocation of park-and-ride parking.	X	X		TIF, State Funds
2	Conduct a feasibility study for potential multi-use path along TRAX line to connect the Bingham Junction Station to Midvale Main Street Study overall trail improvements to/and from station.	X	X	Salt Lake County	State and Federal Funds Utah Trail Network (UDOT)
3	Initiate extension of Tuscany View Road.	X		X	TIF, Community Improvement District (CID)

WEST JORDAN CITY

PHASE	ACTION ITEM	RESPONSIBLE PARTY			FUNDING/ FINANCING
		WEST JORDAN	UTA	OTHER	
1	Draft a Memorandum of Understanding describing the partnership between West Jordan, UTA, and the Jordan School District. The Memorandum should include overall intent, expectations of each party, a project timeline, and phasing strategy to assure that the District's operations are not impacted with relocation.	X	X	X	Bond TIF, Community Improvement District (CID)
	Identify a new site for the School District building relocation; prepare cost estimates; and identify funding sources for a land swap.	X	X	X	HTRZ, State Funds
	Pursue HTRZ application in partnership with UTA and School District.	X	X	School District	HTRZ funding
	Update Future Land Use Map to incorporate proposed land uses from the Station Area Plan in both City Center and Historic Gardner.	X			
	Prepare project cost estimates for constructing a new administration building for the Jordan School District and identify potential funding sources.	X		X	Bond TIF, HTRZ funding
2	Prepare a code update to incorporate changes to existing zoning districts and new zoning recommendations.	X			
	Define park-and-ride demand estimates, parking structure cost estimates, and funding sources for future parking garage to allow for redevelopment of UTA site at City Center.	X	X	X	HTRZ funding
	Prepare a developer RFQ for City Center phase one project(s) on UTA property (reference MOU for school district participation).	X	X	X	
2	Pursue HTRZ funding for the City Center Station Area Plan.	X	X	Developer	HTRZ, Developers
	Conduct a feasibility study for potential multi-use path along TRAX line in City Center area. Study overall trail improvements to and from the City Center station. Create TIF district (such as a CRA) for Historic Gardner Station area.	X	X	Salt Lake County	State and Federal Funds Utah Trail Network (UDOT)
3	Prepare park-and-ride demand estimates to allow for redesign of the existing park-and-ride at Historic Gardner and flexible mixed-use redevelopment on site.	X	X		TIF (CRA)
	Prepare a developer RFQ for the mixed-use development at Historic Gardner on UTA property.	X	X		
	Provide funding estimate for new pedestrian crossing at 7800 S. Design pedestrian improvements to 7800 S.	X			TIF, Community Improvement District (CID)
	Secure funding and entitlements for a new park and cultural hub within the City Center station area.	X		X	HTRZ, CID, Bond, State Funds
4	Secure funding for new regional park by Jordan River Parkway and start design process.	X		X	Community Improvement District (CID), Bond, Grants
	Study improvements to Redwood Road. Coordinate with UDOT.	X		X	UDOT
5	Study relocation of asphalt plant by Historic Gardner Station and potential site remediation.	X		X	Brown field Remediation Program
	West Jordan City to acquire property along S1300 W for proposed medium-density development.	X		X	General Fund or Obligation Bond

POLICY RECOMMENDATIONS

The following chapter outlines high-level policy recommendations to be incorporated as part of the implementation plan for the Bingham Junction, Historic Gardner, and City Center Station Area Plan.

WEST JORDAN CITY

Current zoning and policy for West Jordan is highly complex, with a Future Land Use Map that is part of the General Plan and functions as the overall vision for the city's future development, and several zoning districts that are part of the City Code but do not necessarily align with the vision for the Station Area Plan. There is also an existing Transit Station overlay in some areas around both Historic Gardner and City Center.

As part of the Station Area Plan, we are proposing new land uses and have analyzed how these align with the Future Land Uses listed in the General Plan and established comparisons between Future Land Uses and correspondent current zoning districts to understand potential amendments to the code (see table).

With these considerations in mind, we propose the following approach to updating the Land Use Code in the City Center area:

1. Create a new Form-Based Code district north of the TRAX line in City Center that incorporates the Future Land Use from the General Plan and the SAP Proposed Uses.
2. Parking requirements and updated parking ratios can be incorporated as part of the new Form-Based Code zoning district. A TDM study could support a parking reduction and management strategy.
3. For areas to the south and east of the new Form-Based Code district, we recommend updating existing zoning districts.
4. A new mixed-use zone should be created along Redwood Road (Redwood Corridor Zone) to allow for commercial uses and more height and density along the Corridor.

As part of the new Form-Based Code district, we recommend incorporating the following standards:

Building Placement and Street Frontage:

- Horizontal Setbacks (Front, Rear, Side)
- Parking Lot Locations & Access

Building Frontage

- Front Lot Lines
- Building Entrances

Building Massing and Form

- Minimum Height/ Maximum Height/ Vertical Step-backs/ Height Transition Standards
- Horizontal Building Articulation

Building Materials and Fenestrations

Public Realm Guidelines

Streetscape Guidelines (sidewalk zones and minimum widths)

Table 1: City Center - SAP Proposed Land Uses & Future Land Use Comparison

SAP Proposed Land Uses	West Jordan Future Land Uses (from General Plan)	Corresponding Zoning District	Comments
Mixed-Use Commercial	City Center/ TSOD, Mixed-Use	CC-C/ CC-F/ CC-R/ P-C 60' max/ 2 stories min. Min. 14 du/acre Max. 25-50 du/acre	**Min. height: 3 stories or 45'** **Maximum height: 8 stories or 100'** **Density to min. 30 du/ acre and maximum 60-65 du/ acre** **No front setback (build-to-line)** **Surface parking lots in back of building**
Mixed-Use Office	City Center/ TSOD, Mixed-Use	CC-C/ CC-F/ CC-R/ P-C	**Min. height: 4 stories (60')** **Maximum height: 8 stories (100')** **No front setback (build-to-line)** **Surface parking lots in back of building**
Commercial	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial	CC-C, CC-F, CC-R, CG, SC-1, SC-2, SC-3, P-C, P-O	More geared towards strip mall development. **Maximum height: 4 stories or 75'** **No front setback (build-to-line),**
Hotel	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial, Professional Office	CC-C, CC-F, CC-R, CG, SC-2, SC-3, P-C, P-O, BR-P	**Maximum height: 6 stories or 100'** **Maximum front setback: 20'**
Cultural/ Entertainment	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial, Professional Office	CC-C, CC-F, CC-R, CG, SC-2, SC-3, P-C, P-F	**Maximum height: 4 stories or 60'**
Low Density Residential	High Density Residential Medium Density Residential	R-3, CC-R, P-C, PRD Density: 5.6 to 10 units/acre Very high density: 10.1 to 24 units/acre Building heights: 35'	**Proposed density would vary from 15-25 du/acre** **Maximum height: 35'** **Maximum front setback: 25'**
Medium Density Residential	High Density Residential	R-3, CC-R, P-C, PRD	**Proposed density would vary from 25-40 du/acre** **Maximum height: 50'** **Maximum setback: 20'**

High Density Residential	High Density Residential	R-3, CC-R, P-C, PRD	Proposed density would vary from 30-80 du/acre/ Maximum height 8 stories or 100' No front setback (build-to-line) Surface parking lots in back of building
Park & Open Space	Parks and Open Land	PRO	

Table 2: Historic Gardner - SAP Proposed Land Uses & Future Land Use Comparison

SAP Proposed Land Uses	West Jordan Future Land Uses (from General Plan)	Corresponding Zoning District	Comments
Mixed-Use Commercial	City Center/ TSOD, Mixed Use	CC-R, CC-F, P-C 60' max/ 2 stories min. Min. 14 du/acre Max. 25-50 du/acre	Keep TSOD heights. Proposed density would vary from 20-50 du/acre Maximum height: 6 stories or 80' Maximum front setback: 15'
Cultural/ Entertainment	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial, Professional Office	CC-C, CC-F, CC-R, CG, SC-2,SC-3, P-C, P-F	
Low Density Residential	High Density Residential, Medium Density Residential	R-3, R2, R-1-5, R-1-6, CC-R, P-C, PRD, IH Density: 5.6 to 10 units/acre Very high density: 10.1 to 24 units/acre Building heights: 35'	Proposed density would vary from 5-30 du/acre Maximum height: 3 stories or 45' Maximum front setback: 25'
Medium Density Residential	High Density Residential	CC-R, P-C, PRD, R-3	Proposed density would vary from 25-55 du/acre Maximum height: 4 stories or 55' Maximum front setback: 15'
Agricultural Residential	Very Low Density Residential, Low Density Residential	RR, RE, R-1-9, R-1-10, R-1-12, R-1-14, R-1-8, R-1-9, R-1-10, PC, PRD, IH	Proposed density would vary from 2-5 du/acre Maximum height: 2 stories or 35' Clustered development
Park & Open Space	Parks and Open Land, Future Park	PRO, P-F	

MIDVALE CITY POLICY ANALYSIS AND RECOMMENDATIONS

BINGHAM JUNCTION

The proposed changes to current zoning in the Bingham Junction Station Area include a small area around the station and therefore we recommend amending the current Junction at Midvale overlay (JM) and creating one or two new subareas within the existing overlay to accommodate the new mixed-use and office land uses. As part of the proposed office land use east of the TRAX station lies outside of the existing overlay, we recommend amending the JMO overlay boundary to include the new proposed office land use.

For the new mixed-use area proposed between the new office use and 7000 S, a new overlay could be created to avoid amending existing zoning districts. This area is currently zoned as Clean Industrial (CI) and Main Street Form-Based Code (MS-FBC).

Table 3: Bingham Junction – Proposed Land Use and Current Zoning Comparison

SAP Proposed Land Uses	Corresponding Zoning District	Comments
Mixed-Use Commercial	Mixed-use	Proposed density would vary from 50-65 du/acre Maximum height: 8 stories or 100' Maximum front setback: 15'
Medium Density Residential	Residential Multifamily 30du/ acre maximum density	Proposed density would vary from 30 to 50 du/acre Maximum height: 4 stories or 55' Maximum front setback: 25'
Office		Maximum height: 4 stories or 55' Maximum front setback: 25'

CATALYST SITES & PROJECTS

BINGHAM JUNCTION

A 2.7 acre parcel owned by UTA can become a catalyst project in the Bingham Junction station area. Given the low numbers of park-and-ride parking requirements, the site can be redeveloped into flexible mixed-use development, accommodating the bus drop off and ADA parking to the east of the parcel and park-and-ride parking in a new shared parking garage.

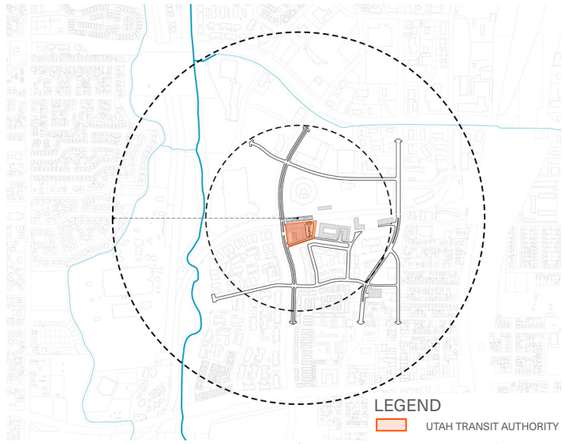


Figure 54: Catalyst Diagram | Bingham Junction Station

HISTORIC GARDNER

Similarly, a 2.1 acre site owned by UTA currently used as park-and-ride can be redesigned to accommodate needed parking for the TRAX station users and a small mixed-use residential building.

A series of parcels owned by West Jordan City along the Jordan River have the potential to become a regional park with outdoor amenities and new access to the Jordan River Parkway.



Figure 55: Catalyst Diagram | Historic Gardner Station

CITY CENTER

In the City Center station area, a large parcel owned by the Jordan School District has the potential to become a key catalyst project. With 17.3 acres this parcel can accommodate some of the existing School District uses, new office space, a shared parking garage, and some retail to create a node in the new downtown area.

The 8 acre UTA parcel can also incorporate new retail and residential uses by the station, triggering activation and future redevelopment of the area.

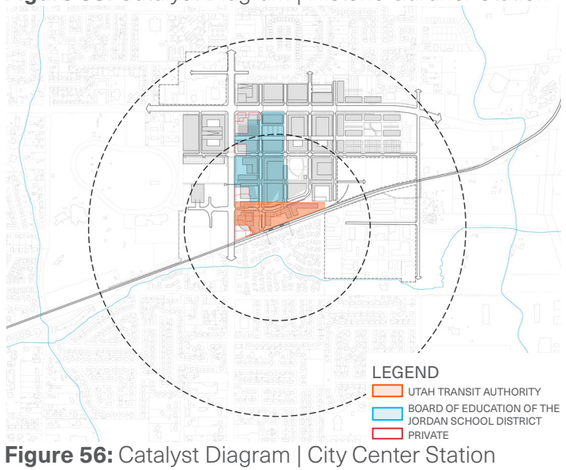


Figure 56: Catalyst Diagram | City Center Station

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APPENDIX A

EXISTING ECONOMIC CONDITIONS ANALYSIS

INTRODUCTION

This memorandum provides a baseline assessment of demographic, economic, and real estate market conditions of West Jordan City, Midvale City, Salt Lake County, and the half-mile radius around the Bingham Junction, West Jordan City Center and Historic Gardner TRAX stations. It also examines the moderate incoming housing needs of West Jordan and Midvale.

SOCIOECONOMIC EXISTING CONDITIONS

POPULATION & GROWTH PROJECTIONS

Table 5 illustrates population and population growth projections for Salt Lake County, West Jordan, Midvale, and all three station areas. According to data retrieved from ESRI, West Jordan and Midvale population has increased and will continue to increase. Midvale has experienced twice the annual growth rate (3.14%) when compared to West Jordan (1.49%) and the county (1.58%) and will also continue to grow faster in the next five years.

For the station areas, large growths have occurred around the Bingham Junction (432.30%) and Historic Gardner (207.58%) stations. These station areas will continue to grow, although at a small rate, in the next five years. For the West Jordan City Center station, the least amount of growth occurred between 2010-2022 and will decrease in population slightly in the next five years.

HOUSEHOLD & GROWTH PROJECTIONS

Between 2010 and 2022, Midvale had the largest increase of households with a 3.47% annual growth rate. Like population growth, Midvale also had a higher annual growth rate from 2010 to 2022 when compared to West Jordan (1.93%) and the county (1.89%). Household growth for both Midvale (2.35%) and West Jordan (0.85%) are forecasted to grow at a positive rate annually over the next five years. Family households account for 81.94% of all households in West Jordan with an average family size of 3.31 persons. For Midvale, family households account for 58.38% of all households with an average family size of 2.48 persons.

When examining the station areas, Bingham Junction experienced the largest spike in number of households (29.92%) and has the highest annual growth rate for the next five years (3.60%). While West Jordan City Center appears to experience negative growth in the next five years (-0.05%), it presents the biggest opportunity to develop for future growth.

AGE

Midvale's median age is 33, which is the same median age as the county (33) and slightly higher than West Jordan (30.5). The largest age groups in Midvale are 0 to 9-year-old (18.71%), 30 to 39-year-old (17.92%), and 20 to 29-year-old (16.83%). Based on this analysis, the composition of age demographics in both Midvale City and West Jordan City are most likely residents with multiple young children.

In the half-mile radius of Bingham Junction TRAX station, nearly one-quarter of residents are 20 to 29-year-old (24.07%), while residents aged 30 to 39-years-old make up 19.74% of the population. The area has a higher percentage of children ages 0 to 9 (12.52%) than 10-19 (9.90%). This follows a similar pattern in the half-mile radius of both City Center and Historic Gardner.

Table 4: Population Growth Projections. Source: ESRI.

Community	2010 Population	2022 Population	2010-2022 Annual Growth Rate %	2027 Population	2022-2027 Annual Growth Rate %
Salt Lake County	1,029,629	1,225,168	1.58%	1,269,661	0.73%
West Jordan City	103,055	121,465	1.49%	126,867	0.89%
Midvale City	27,904	38,425	3.14%	42,663	2.21%
TRAX-Bingham Junction (0.5 miles)	907	4,828	36.03%	5,677	3.52%
TRAX-West Jordan City (0.5 miles)	2,502	2,507	0.02%	2,493	-0.11%
TRAX-Historic Gardner (0.5 miles)	871	2,679	17.30%	3,040	2.70%

Table 5: Household Historic and Future Growth. Source: ESRI.

Community	2010 Households	2022 Households	2022 Total Family Households	2010-2022 Annual Growth Rate %	2027 Households	2022-2027 Annual Growth Rate %	2022 Average Household Size
Salt Lake County	342,613	420,281	69.58%	1.89%	437,683	0.83%	2.87
West Jordan City	29,616	36,483	81.94%	1.93%	38,037	0.85%	3.31
Midvale City	10,826	15,338	58.38%	3.47%	17,142	2.35%	2.48
TRAX-Bingham Junction (0.5 miles)	495	2,272	50.04%	29.92%	2,681	3.60%	2.03
TRAX-West Jordan City (0.5 miles)	758	789	80.99%	0.34%	787	-0.05%	3.17
TRAX-Historic Gardner (0.5 miles)	355	1,237	55.62%	20.70%	1,414	2.86%	2.12

Table 6: . Median Age and 2022 Age Distribution (% of Population). Source: ESRI.

Age (%)	Salt Lake County, UT	West Jordan City, UT	Midvale City, UT	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 Median Age	33.0	30.5	33.0	31.6	31.8	31.5
2027 Median Age	33.6	30.9	32.3	30.5	31.7	30.8
Age 0-4 (%)	8.05%	9.47%	7.82%	6.84%	8.97%	7.54%
Age 5-9 (%)	7.93%	9.24%	7.15%	5.68%	8.86%	6.68%
Age 10-14 (%)	7.59%	8.64%	6.62%	4.54%	8.30%	5.67%
Age 15-19 (%)	6.73%	7.18%	6.04%	5.36%	6.58%	5.79%
Age 20-24 (%)	6.53%	6.33%	7.85%	10.65%	5.82%	9.29%
Age 25-29 (%)	7.96%	8.19%	8.98%	13.42%	8.14%	11.94%
Age 30-34 (%)	8.60%	8.94%	9.13%	10.96%	9.29%	10.12%
Age 35-39 (%)	8.12%	8.49%	8.79%	8.78%	7.82%	8.06%
Age 40-44 (%)	6.98%	7.21%	7.34%	6.46%	7.22%	6.64%
Age 45-49 (%)	5.52%	5.52%	5.40%	5.20%	5.42%	5.34%
Age 50-54 (%)	4.92%	4.64%	4.58%	4.62%	4.79%	4.93%
Age 70-74 (%)	3.02%	2.19%	2.78%	2.24%	2.27%	2.54%
Age 65-69 (%)	4.00%	3.20%	3.63%	2.88%	3.87%	3.21%
Age 60-64 (%)	4.62%	3.97%	4.00%	3.73%	4.91%	3.88%
Age 55-59 (%)	4.82%	4.26%	4.55%	4.12%	4.83%	4.22%
Age 75-79 (%)	2.05%	1.26%	2.37%	1.70%	1.48%	1.72%
Age 80-84 (%)	1.27%	0.66%	1.54%	1.24%	0.84%	1.12%
Age 85+ (%)	1.29%	0.60%	1.42%	1.59%	0.60%	1.34%

INCOME

West Jordan's median household income is $89,967, which is higher than Salt Lake County ($85,944) and significantly higher than Midvale City ($67,373). At all levels, the median household income will continue to increase, growing by 3.60% annually for the county, 3.16% for West Jordan, and 3.25% for Midvale. By 2027, West Jordan ($105,105) will still have the highest income compared to the county ($102,572) and Midvale ($79,044). When examining the median household incomes around the station areas, West Jordan City Center has the highest income at $81,125 and Bingham Junction has the lowest at $74,908. All three station areas will continue to see increases in median household income in the next five years.

Table 7: Median Household Income and 2022 Household Income Distribution (% of Households). Source: ESRI.

Household Income	Salt Lake County, UT	West Jordan City, UT	Midvale City, UT	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 Median Household Income	$85,944	$89,967	$67,373	$74,908	$81,125	$79,064
2027 Median Household Income	$102,572	$105,105	$79,044	$81,958	$95,284	$88,334
2022-2027 Annual Growth Rate (%)	3.60%	3.16%	3.25%	1.82%	3.27%	2.24%
< $15,000 (%)	5.48%	2.88%	7.27%	5.11%	4.82%	4.28%
$15,000-$24,999	4.49%	2.69%	6.15%	6.51%	2.92%	5.66%
$25,000-$34,999	5.26%	4.82%	5.62%	4.36%	5.58%	4.37%
$35,000-$49,999	8.99%	8.19%	12.26%	6.82%	12.17%	7.68%
$50,000-$74,999	17.53%	18.57%	24.10%	27.24%	18.50%	24.49%
$75,000-$99,999	16.05%	19.08%	16.63%	15.85%	19.26%	16.57%
$100,000-$149,999	22.28%	26.40%	18.73%	18.27%	18.88%	20.53%
$150,000-$199,999	10.79%	11.85%	5.36%	8.58%	12.55%	10.02%
$200,000 or greater	9.12%	5.53%	3.88%	7.22%	5.45%	6.39%

Table 8: 2022 Race and Ethnicity. Source: ESRI.

Race & Ethnicity	Salt Lake County, UT	West Jordan City, UT	Midvale City, UT	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 White Population (%)	71.22%	70.68%	65.88%	61.64%	65.46%	64.50%
2022 Black/African American Population (%)	2.03%	1.33%	3.13%	4.97%	0.80%	4.03%
2022 Pacific Islander Population (%)	1.84%	2.10%	1.56%	1.84%	1.16%	1.94%
2022 American Indian/Alaska Native Population (%)	1.13%	1.03%	1.39%	1.39%	0.88%	0.97%
2022 Asian Population (%)	4.43%	3.50%	4.58%	8.10%	3.75%	8.17%
2022 Other Race Population (%)	9.35%	10.01%	11.36%	9.84%	16.51%	8.25%
2022 Population of Two or More Races (%)	10.02%	11.34%	12.09%	12.20%	11.45%	12.09%
2022 Hispanic Population (%)	19.51%	22.25%	23.72%	22.41%	30.04%	19.93%
2022 Non-Hispanic Population (%)	80.49%	77.75%	76.28%	77.59%	69.96%	80.07%
2022 Population by Race Base	1,225,168	121,466	38,426	4,827	2,507	2,678
2022 Diversity Index	63.7	65.7	70.3	73	72.7	69.6

Table 9: Employment Trends. Source: ESRI.

	Salt Lake County	West Jordan City	Midvale City	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 Total Population	1,225,168	121,465	38,425	4,828	2,507	2,679
2022 Total Daytime Population	1,302,595	100,295	37,099	5,979	4,893	2,431
2022 Daytime Population: Workers	741,325	43,948	20,479	3,972	3,774	1,245
2022 Daytime Population: Residents	561,270	56,347	16,620	2,007	1,119	1,186
2022 Civilian Population Age 16+ in Labor Force	682,155	67,217	22,668	2,935	1,426	1,557
2022 Employed Civilian Population Age 16+	98.1%	98.2%	97.8%	97.7%	98.9%	97.5%
2022 Unemployment Rate	1.9%	1.8%	2.2%	2.3%	1.1%	2.5%

RACE & ETHNICITY

The ethnicity of West Jordan and Midvale are predominantly white at 70.68% and 65.88% respectively. This compares to Salt Lake County, which is 71.22% white. When compared to the county (19.51%), both West Jordan City (22.25%) and Midvale City (23.72%) have a higher percentage of Hispanic population.

"Other" races/ethnicity make up for 10.01% (West Jordan) and 11.36% (Midvale), which are both higher when compared to the county (9.35%). In West Jordan, 11.34% reported at "two or more races," compared to 12.09% in Midvale City and 10.02% at the county level. Smaller percentages of the population reported as Pacific Islander, American Indian/Alaska Native, Asian, and Black/African American. The half-mile radius around Bingham Junction has the highest Diversity Index (73) compared to both station areas, cities, and the county.

EMPLOYMENT

Unlike Salt Lake County, daytime population for both West Jordan and Midvale decreases during work hours. The decrease in population indicates the area is not a net attractor for employees and residents commute outside of the area for work. West Jordan City Center is the only area that has more residents (56%) during the day than workers (44%). The unemployment rate for Salt Lake County, West Jordan, and Midvale are relatively low, with West Jordan at the lowest rate (1.8%).

Bingham Junction and West Jordan City Center station areas follow the same pattern as the county with an increase in population during the day. The Historic Gardner station, however, has a decrease in population during the day. At all three station areas, the number of employees is more than 50% of their daytime population. The unemployment rate for all three station areas is relatively low, with West Jordan City Center at the lowest (1.1%).

BUSINESS

Retail Trade Business is the largest sector of employment at both the city (West Jordan = 14.6%, Midvale = 16.0%) and county level (13.4%). When comparing West Jordan and Midvale, West Jordan's second largest sector of employment is in Health Care & Social Assistance (11.4%) while Midvale's is Other Services (11.8%). The third and fourth highest percentage of workers within West Jordan are in Construction Businesses (10.6%) and Other Services (9.6%). For Midvale, it's in Professional, Scientific & Tech Services (10.2%) and Accommodation & Food Services (9.1%). West Jordan has a significantly lower percentage of workers in the Professional, Scientific & Tech Services but higher in Construction Businesses when compared to county and Midvale. Midvale has a lower percentage of workers in Health Care & Social Assistance compared to the county and West Jordan.

When examining the station areas, Bingham Junction (17.8%) and Historic Gardner (20.8%) follow the same patterns as the cities and county with the largest percentage of employers in Retail Trade Businesses. While the West Jordan City Center station has the most employers in Other Services (14.0%), its second largest is in Retail Trade Businesses (11.7%). Bingham Junction has a large number of Professional, Scientific & Tech Services employees compared to the other stations. Construction businesses also have a decent presence in all three station areas.

EXISTING HOUSING CONDITIONS ANALYSIS

HOUSING STOCK

SINGLE VS. MULTI-FAMILY HOUSING

To determine what type of housing should be in the station areas, it is important to understand the housing conditions and needs of West Jordan and Midvale. Based on the 2022 ESRI data, West Jordan has a total of 37,805 housing units and Midvale has 16,382 housing units. Table 12 breaks down these units into three categories: single-family units, multi-family units and mobile homes.

Single family homes are defined by the U.S. census bureau as "fully detached, semi-detached, semi-attached, side-by-side, row houses, and townhouses." For the purpose of this analysis, townhomes are considered a type of single-family home. At 81.0%, or approximately 30,622 units, nearly all of West Jordan housing stock is comprised of single-family homes. This is significantly higher than the county, in which single-family homes comprise about 70% of all housing. Midvale does not follow the same pattern though, where only 47.6%, or approximately 7,798 units, are classified as single-family homes.

Multi-family homes are defined by the U.S. census bureau as "residential buildings containing units built one on top of another and those built side-by-side which do not have a ground-to-roof wall and/or have common facilities (i.e., attic, basement, heating plant, plumbing, etc.)." At 16.7%, or 6,313 units, West Jordan has significantly fewer multifamily units as proportion of total housing than the county (27.7%). Midvale's largest housing type is multi-family at 51.8%, or 8,486 units.

TOTAL OCCUPIED UNITS AND HOUSING TENURE

Out of West Jordan's 37,805 housing units, 96.5%, or 36,482 units are occupied. 93.6%, or 15,334 units of Midvale's housing are occupied. Both cities are consistent with the county's occupancy rate of 94.4%. West Jordan and Midvale's high occupancy rates can be interpreted to mean that housing units are being absorbed by the market as they become vacant or are built. Table 13 breaks down the housing tenure between the county, West Jordan, and Midvale.

West Jordan has a higher proportion of owner-occupied units than both the county and Midvale. Based on 2022 ESRI data, 74.4% of West Jordan's housing units are owner occupied, higher than owner occupied units within the county (66.3%), and drastically higher than Midvale (41.9%). Inversely, West Jordan has a lower renter population (25.6%) than both the county (33.8%) and Midvale (58.1%), likely due to the limited number of multi-family units within the city. Midvale has a larger portion of rental occupied than owner occupied homes, although it overall has less than 50% of housing units compared to West Jordan.

HOUSING UNITS BY NUMBER OF BEDROOMS

The number of available bedrooms within an area's housing stock is important to accommodate living situations, from single person to multi-generational households and larger families. At 79.7%, West Jordan has more three-, four- and five plus-bedroom units than both the county (66.7%) and Midvale (47.5%). West Jordan's high number of three plus bedroom dwelling units is a result of the city's high contention of single-family homes and large family size. While large dwelling units are common in West Jordan, one- and two-bedroom units are limited, with only 19.8% of housing units having one and two bedrooms. With too few one-and-two-bedroom units available, smaller households may be forced to look elsewhere to find size appropriate housing options. Midvale's housing stock is more evenly balanced, with 49.5% of the housing stock's are one- and two-bedroom units, 47.5% are three or more bedrooms, and 3% studio units.

Table 10: Business Profile. Source: ESRI.

	Salt Lake County	West Jordan City	Midvale City	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
Total Businesses	38,096	2,262	1,325	157	222	72
Agriculture, Forestry, Fishing & Hunting Businesses (%)	0.1%	0.2%	0.0%	0.0%	0.9%	0.0%
Mining Businesses (%)	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%
Utilities Businesses (%)	0.1%	0.2%	0.2%	0.6%	0.0%	1.4%
Construction Businesses (%)	6.7%	10.6%	7.5%	7.0%	9.9%	9.7%
Manufacturing Businesses (%)	4.1%	4.9%	3.4%	3.8%	8.1%	6.9%
Wholesale Trade Businesses (%)	3.6%	3.4%	3.4%	2.5%	3.2%	2.8%
Retail Trade Businesses (%)	13.4%	14.6%	16.0%	17.8%	11.7%	20.8%
Transportation & Warehousing Businesses (%)	1.6%	1.3%	1.0%	0.3%	1.8%	1.4%
Information Businesses (%)	2.5%	2.0%	2.7%	0.6%	2.7%	1.4%
Finance & Insurance Businesses (%)	6.3%	5.8%	5.7%	3.2%	6.3%	2.8%
Real Estate, Rental & Leasing Businesses (%)	5.4%	4.9%	6.4%	7.0%	3.6%	6.9%
Professional, Scientific & Tech Services (%)	10.7%	6.7%	10.2%	12.1%	5.0%	6.9%
Management of Companies & Enterprises (%)	0.2%	0.1%	0.3%	0.6%	0.0%	0.0%
Admin & Support & Waste Management & Remediation (%)	3.5%	3.6%	4.2%	6.4%	3.6%	6.9%
Educational Services (%)	2.8%	3.3%	1.4%	0.6%	0.9%	0.0%
Health Care & Social Assistance (%)	10.1%	11.4%	6.7%	3.8%	5.9%	4.2%
Arts, Entertainment & Recreation (%)	1.7%	1.3%	1.3%	1.9%	2.7%	1.4%
Accommodation & Food Services (%)	6.9%	7.3%	9.1%	12.7%	6.8%	8.3%
Other Services (%)	10.3%	9.6%	11.8%	7.0%	14.0%	11.1%
Public Administration (%)	2.1%	1.9%	2.0%	3.8%	9.9%	0.0%
Unclassified Establishments (%)	7.6%	6.7%	6.8%	7.6%	3.6%	5.6%

Table 11: Housing by Type. Source: ESRI.

Housing Type	Salt Lake County	West Jordan City	Midvale City
Total Single-family	70.4%	81.0%	47.6%
Detached	62.7%	71.7%	35.3%
Attached	7.7%	9.3%	12.3%
Multi-family Units	27.7%	16.7%	51.8%
Mobile Homes	1.8%	2.3%	0.6%

Table 12: Ownership Status. Source: ESRI.

Housing Tenure	Salt Lake County	West Jordan City	Midvale City
Total Housing Units	445,306	37,805	16,382
Owner Occupied	66.3%	74.4%	41.9%
Renter Occupied	33.8%	25.6%	58.1%
Vacant Housing	5.6%	3.5%	6.4%

Table 13: . Number of Bedrooms by Structure. Source: American Community Survey Five-year

Number of Bedrooms	Salt Lake County	West Jordan City	Midvale City
0 Bedrooms	2.0%	0.5%	2.9%
1 Bedroom	9.7%	5.6%	15.4%
2 Bedrooms	21.5%	14.2%	34.1%
3 Bedrooms	25.7%	29.3%	27.2%
4 Bedrooms	21.9%	24.8%	13.9%
5 or More Bedrooms	19.1%	25.6%	6.4%

MODERATE INCOME HOUSING ANALYSIS

INTRODUCTION

WHAT IS MODERATE INCOME HOUSING

Moderate income households are considered by the State of Utah to be those making less 80% of the area median income (AMI). AMI is determined by the county in which the city is located. Other targeted income groups are defined as those making less than 50% and 30% of AMI. According to U.S. Department of Housing and Urban Development (HUD), the affordable monthly housing payment for either mortgage or rent should be no more than 30% of gross monthly income (GMI) and should include utilities and housing costs such as mortgage, property taxes, and hazard insurance. To calculate affordability in relation to household size, HUD estimates median family income (MFI) annually for each metropolitan area and non-metropolitan county.

It is not clearly stated in the Utah Code whether those of moderate income must be able to purchase a home, so the allowance is applied to both rental rates and mortgages. Affordable housing is considered to be any housing option that accommodates the targeted income groups and meets the payment requirements.

AREA MEDIAN INCOME

The area median income (AMI) is the midpoint of a region's income distribution - half of the households in the region earn more and half earn less. AMI is important because each year HUD calculates the median income for every metropolitan region in the country and this statistic is used to determine whether families are eligible for certain affordable housing programs.

HUD focuses on the entire region, not just the city, because families searching for housing are likely to look beyond the city itself to find a place to live. AMI is typically distinguished between three types of households. Households earning less than 80% of the AMI are considered low-income households by HUD. Very low-income households earn less than 50% of the AMI and extremely low-income households earn less than 30% of the AMI. The AMI for Salt Lake City MSA, is $102,400 per year. While this number is often used to determine eligibility for certain government sponsored housing assistance programs, it can also be used to calculate a household's projected expenditures on rent and/or mortgage payments.

HUD AREA MEDIAN INCOME LIMITS

Table 15 illustrates the approximate distribution of households in Salt Lake City MSA by AMI threshold. Because AMI thresholds established by HUD do not exactly match the distribution of households by income bracket as recorded by the U.S. Census Bureau, the estimated number of households within each income level are matched as closely as possible with their corresponding income bracket. However, because it is not an exact match by census income bracket, the number of households within each AMI threshold should be considered an approximation.

The distribution of households within Table 15 show that approximately 55.4% of households falls below the 80% AMI threshold. This has implications for housing within Salt Lake City MSA and can be interpreted to mean there is a need for low- and moderate-income housing.

AFFORDABILITY MONTHLY ALLOWANCE FOR RENTAL AND FOR-SALE PRODUCTS

Using HUD's defined AMI for the Salt Lake City MSA, we can calculate an affordable monthly allowance for households making 30% to 120% of the AMI. This monthly allowance can be used to gauge affordable monthly rent and mortgage payment levels for households at different income levels. For example, a family of four living in the Salt Lake City MSA at the median income could afford $2,560 per month for housing (Table 16).

To translate these affordability levels into home values, we assume mortgage rates of 5%, 6%, and 7% with a 30-year term, current property tax rates, insurance costs, a 10% down payment, and a monthly utility expenditure of $275 per month. Table 17 list the range of home prices that are attainable at varying AMI thresholds and mortgage rates. For example, a family of four living in the Salt Lake City MSA at the median income would need to make an average of $102,400/ year to afford a home price of $383,939 with a 5% mortgage.

To calculate affordability levels into price appropriate rental rates, it was assumed that households would pay rental costs no larger than 30% of their monthly income and that rent would be paid monthly. Table 16 illustrates rental price ranges that are attainable to households at the varying AMI thresholds.

Table 14: . Distribution of Salt Lake City, UT MSA Households by AMI. Source: ESRI, HUD.

Income Level	Income Classification	AMI Threshold for a Family of Four	Estimated Households	Percentage
<30% of AMI	Extremely Low Income	$30,700	2920	19.04%
30% to 50% of AMI	Low Income	$30,700 - $51,200	1880	12.26%
50% to 80% of AMI	Moderate Income	$51,200 - $81,900	3696	24.10%
80% to 100% of AMI	N/A	$81,900 - $102,400	2551	16.63%
100% to 120% of AMI	N/A	$102,400 - $122,880	2873	18.73%
>120% of AMI	N/A	>$122,280	1417	9.24%

Table 15: Monthly Housing Allowance by Household Size. Source: HUD.

Income Category	Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income (30%)	$538	$615	$691	$768	$830	$891	$953	$1,014
Very Low Income (50%)	$896	$1,025	$1,153	$1,280	$1,383	$1,485	$1,588	$1,690
Low Income (80%)	$1,434	$1,639	$1,844	$2,048	$2,213	$2,376	$2,540	$2,028
Median Family Income (100%)	$1,793	$2,050	$2,305	$2,560	$2,765	$2,970	$3,175	$3,380
Above Median Income (120%)	$2,151	$2,460	$2,766	$3,072	$3,318	$3,564	$3,810	$4,056

Table 16: Home Affordability by AMI Threshold.

Household Income Range			Home Price Range for a Family of Four					
			5% Mortgage		6% Mortgage		7% Mortgage	
AMI Category	Income Range - Low	Income Range - High	Low	High	Low	High	Low	High
<30% of AMI	$-	$30,700	$-	$71,320	$-	$63,858	$-	$57,547
30% to 50% of AMI	$30,700	$51,200	$71,320	$158,569	$63,858	$141,979	$57,547	$127,947
50% to 80% of AMI	$51,200	$81,900	$158,569	$297,910	$141,979	$266,741	$127,947	$240,379
80% to 100% of AMI	$81,900	$102,400	$297,910	$383,939	$266,741	$343,769	$240,379	$309,794
100% to 120% of AMI	$102,400	$122,880	$383,939	$469,969	$343,769	$420,798	$309,794	$379,210

ESTIMATE OF EXISTING HOUSING SUPPLY: WEST JORDAN

In 2020 the West Jordan City completed their Moderate-Income Housing Assessment, a component of the City's General Plan. Assessment used data from the US Census Bureau and US Department of Housing and Urban Development (HUD) to quantify the city's existing and anticipated supply of moderate-income housing. Since 2012, 4,853 dwelling units have been constructed in West Jordan. Of these dwelling units, many are only affordable to household earning more than 100% of the area's median income. Demand for moderate income housing will continue to increase as population and households increase. According to HUD, 22% of households are expending more than 30% of their household income on housing costs. Table 19 displays the approximate housing cost burden ratio based on AMI level.

Within the past 50 years, West Jordan has transformed from its previous rural farming community to a now predominately low to medium density single family suburban community with a lack of multi-family available.

While the zoning for West Jordan does not prohibit the development of low to moderate income housing, the lot size and house size requirements for the zoning districts make is difficult to develop low to moderate income housing. West Jordan are making initiatives to plan more multi-family dwellings, particularly in areas with mass transit and building in density of at least 45 units per acre.

Table 17: Supportable Monthly Rent by AMI Threshold.

Household Income Range			Rental Price Range	
AMI Category	**Income Range - Low**	**Income Range - High**	**Low**	**High**
<30% of AMI	$-	$30,700	$-	$768
30% to 50% of AMI	$30,700	$51,200	$768	$1,280
50% to 80% of AMI	$51,200	$81,900	$1,280	$2,048
80% to 100% of AMI	$74,900	$102,400	$1,873	$2,560
100% to 120% of AMI	$102,400	$122,880	$2,560	$3,072

Table 18: Housing Cost Burden Ration at HUD's 80%, 50%, and 30% Income Limits based Source: West Jordan 2020 Moderate Incoming Housing Report.

Table B25088 Table B19019	2009 American Community Survey	2017 American Community Survey	2025 Projection
Ratio of median rent in the municipality to **100%** of the median income of a family of 4 in the county	15.5%	15.9%	16.2%
Ratio of median rent in the municipality to **80%** of the median income of a family of 4 in the county	19.3%	19.9%	20.3%
Ratio of median rent in the municipality to **50%** of the median income of a family of 4 in the county	30.9%	31.8%	32.4%
Ratio of median rent in the municipality to **30%** of the median income of a family of 4 in the county	51.5%	52.9%	54.1%

ANTICIPATED NEED FOR MODERATE INCOME HOUSING: WEST JORDAN

West Jordan predicted that population growth will create a demand for 2,586 additional units by 2025 to fulfill the moderate-income housing need. 187 of the 2,586 units will be designed for extremely low-income (<30% AMI) households, 392 units for very-low income (30-50% AMI) households, and 375 new units for low-income (50%-80% AMI) households. From 2016 to 2018, West Jordan has made progress to fulfill these needs. West Jordan has provided 75 units for extremely low-income (<30% AMI) households, 475 units for very-low income (30-50% AMI) households, and 150 new units for low-income (50-80% AMI) households. Tables 20 and 21 show this progression between 2016 and 2018 and Table 22 shows the current housing availability for each AMI. There is still a need for those in the low-income households, but there is a surplus for extremely low-income and very-low income households.

Table 19: 2016 Moderate Income Housing Supply. Source: West Jordan 2020 Moderate Incoming Housing Report.

2016 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	4,575	6,775	4,610	2,200	35
≤ 50% HAMFI	2,665	1,395	775	-1,270	-1,890
≤ 30% HAMFI	1,435	530	175	-905	-1,260

Table 20: 2018 Moderate Income Housing Supply. Source: West Jordan 2020 Moderate Incoming Housing Report.

2018 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	5,080	7,430	5,060	2,350	-20
≤ 50% HAMFI	2,730	1,935	1,075	-795	-1,655
≤ 30% HAMFI	1,375	545	170	-830	-1,205

Table 21: Progress of Supply and Moderate Income Housing Supply Need Remaining. Source: West Jordan 2020 Moderate Incoming Housing Report.

PROGRESS	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	505	655	450	150	-55
≤ 50% HAMFI	65	540	300	475	235
≤ 30% HAMFI	-60	15	-5	75	55

ESTIMATE OF EXISTING HOUSING SUPPLY AND HOUSING: MIDVALE

In 2019 Midvale City completed their Moderate-Income Housing Assessment, a component of the City's Housing Plan. Midvale's housing market today is driven by the short-term nature of its residents, where people move to Midvale as young adults and then will leave when their economic status grows, they start a family, etc. Currently, Midvale households live in their current home for less than five years and the median home value of Midvale is $201,000, which is much lower than the county. Even though there is a lack of high-end housing in Midvale, there are still needs that need to be addressed for the low- and moderate-income residents. Currently, low- and moderate-income residents of Midvale live in homes that are too small, in poor condition, or have cost burdened rental rates. As of 2019, 46% of households are expending more than 30% of their household income on rental housing. For homeowners, 22% fall into this cost-burdened category. 8% of homeowners are severely cost burdened, meaning 50% or more of a household's income is being spent on housing. Figure 52 breaks down the wages and affordable rent/home targets per AMI.

The AMI for Midvale is $73,800. At 80% AMI, this equates to $59,050, with rent that should cost around $1,476/month and home-ownership around $265,000 ($1,193/month for mortgage).

As of 2018, it was evident that Midvale had affordable housing stock available in the 80% AMI, but 50% or lower AMI needs were not being met. Midvale had a deficit of 15 units for households making 80% of the AMI, a deficit of 1,620 units available to those making 50% of the AMI, and a deficit of 1,435 units for those making 30% of the AMI. Table 23 depicts the gap between Midvale households at HUD defined income limits and available dwelling for rent.

Table 22: Residential Distribution in West Jordan. Source: West Jordan 2020 Moderate Incoming Housing Report.

Zone	Acres	Percent of Total Acres	Net Residential Density	Land Use Designation
RR-20 (Rural Residential-20,000 sq. ft.)	774.04	3.73%	1.75	Very Low, Low
RR-30 (Rural Residential-30,000 sq. ft.)	4.96	0.02%	1.16	Very Low, Low
RR-40 (Rural Residential-40,000 sq. ft.)	470.91	2.27%	0.87	Very Low, Low
RE-20 (Rural Estate-20,000 sq. ft.)	68.62	0.33%	1.75	Very Low, Low
RE-30 (Rural Estate-30,000 sq. ft.)	4.72	0.02%	1.16	Very Low, Low
RE-40 (Rural Estate-40,000 sq. ft.)	0	0.00%	0.87	Very Low, Low
*R-1-4 (Single Family 4000 sq. ft.)	137.82	0.66%	8.7	High * No longer available
R-1-5 (Single Family 5000 sq. ft.)	0	0.00%	6.9	High
R-1-6 (Single Family 6000 sq. ft.)	890.05	4.28%	5.8	High
R-1-8 (Single Family 8000 sq. ft.)	1617	7.78%	4.3	Medium
R-1-9 (Single Family 9000 sq. ft.)	11.4	0.05%	3.8	Medium
R-1-10 (Single Family 10,000 sq. ft.)	3405.65	16.41%	3.4	Medium
R-1-12 (Single Family 12,000 sq. ft.)	646.09	3.11%	2.9	Low
R-1-14 (Single Family 14,000 sq. ft.)	52.9	0.25%	2.4	Low

Zone	Acres	Percent of Total Acres	Net Residential Density	Land Use Designation
Multi-Family Zones				
RM (Mobile Home Residential)	132.85	0.64%	5.8	High Density
R-2 (Two-Family Residential)	171.31	0.83%	8.7	High Density
R-3 (Multiple-Family Residential) 7 Zones	359.42	1.73%	6 to 22	High, Very High



Figure 57: AMI Categories. Source: 2019 Midvale City Housing Plan.

ANTICIPATED NEED FOR MODERATE INCOME HOUSING: MIDVALE

Midvale will experience an increase of approximately 15,330 new residents by 2040, which will require an additional 5,334 new housing units of all types to support this growth. Midvale has limited undeveloped land, so in order for the city to meet this growth needs, land use policies will need to be considered. Table 24 displays the projected growth by structure type for 2024 and compares with the current occupancy. While there has been progression of adding new units, there will still be a need to fulfill. This will be addressed with mixed-use development, which will include residential, office, and retail.

Table 23: Affordable Housing Demand. Source: 2019 Midvale City Housing Plan.

2018 Shortage	Renter Household	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	4,065	6,190	4,050	2,125	-15
≤ 50% HAMFI	2,480	1,835	860	-645	-1,620
≤ 30% HAMFI	1,595	370	160	-1,225	-1,435

Table 24: Supply Housing Units in Midvale by Structure. Source: 2019 Midvale City Housing Plan.

	2010 American Community Survey	2016 American Community Survey	Annual Growth in Units	2024 Projection	Difference between 2017 and 2024
TOTAL HOUSING UNITS (ACS Table B25001)	11,388	12,669	209	13,898	1,229
Total Occupied Units (ACS Table B25032)	10,581	11,910	218	13,234	1,324
Owner-Occupied Structures (ACS Table B25032)	4,944	5,040	24	5,285	245
1 unit, detached	3,732	3,432	-50	3,231	-201
1 unit, attached	704	922	38	1,111	189
2 units	104	113	1	129	16
3 or 4 units	65	109	7	147	38
5 to 9 units	135	140	3	181	41
10 to 19 units	56	258	40	542	284
20 to 49 units	0	7	1	8	1
50 or more units	13	8	-1	0	-8
Mobile Homes	135	51	-15	0	-51
Boat, RV, Van, etc.	0	0	0	0	0
Renter-Occupied Structures (ACS Table B25032)	5,637	6,870	194	7,950	1,080
1 unit, detached	658	649	-3	704	55
1 unit, attached	342	538	36	799	261
2 units	416	513	19	580	67
3 or 4 units	559	797	33	953	156
5 to 9 units	643	916	47	1,217	301
10 to 19 units	1,384	1,944	89	2,394	450
20 to 49 units	1,257	921	-56	531	-390
50 or more units	329	583	35	789	206
Mobile Homes	49	9	-7	0	-9
Boat, RV, Van, etc.	0	0	0	0	0

REAL ESTATE TRENDS & FORECASTS

Understanding the current conditions of the real estate market for both West Jordan and Midvale will help program what will be needed for each station area plan. The following sections analyze the real estate trends for West Jordan and Midvale.

RETAIL – WEST JORDAN CITY

INVENTORY & VACANCY

West Jordan has approximately 307 buildings and 5.5 million square feet of existing retail inventory. Occupancy within the market is extremely high, with 98.4% of all available retail space currently occupied. The majority of West Jordan's retail space is concentrated along Bangerter Highway, Redwood Road, 7800 S, W 9000 S. The majority of retail development within West Jordan is Neighborhood Center style development (e.g., mid-scale strip malls), General Retail development (e.g., standalone strip centers or pad site retail space), and Community Centers development (e.g., big box retailers and supermarkets). Figure 58 illustrates the distribution of retail throughout West Jordan.

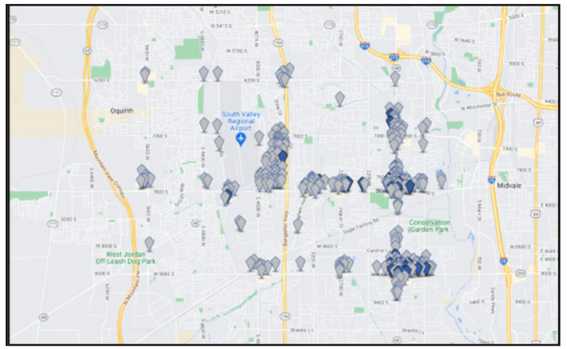


Figure 58: West Jordan Retail Locations. Source: CoStar.

Vacancy rates within the West Jordan market have historically ranged between 2.00% and 6.21%, indicating a strong retail market that can absorb new retail space as it is made available or introduced into the market. Vacancy rates have trended downward over the past year, dropping from 2.7% in 2022 to the current rate of 1.57%. Vacancy rates are projected to continue to remain low over the next five-year period, ranging between 1.6% and 2.4% between 2023 and 2027. Figure 59 illustrates historic and predicted future vacancy trends in West Jordan. Given historic and projected vacancy trends, it is predicted that vacancy within the West Jordan Market will continue to remain low, even as more retail products are introduced into the market.

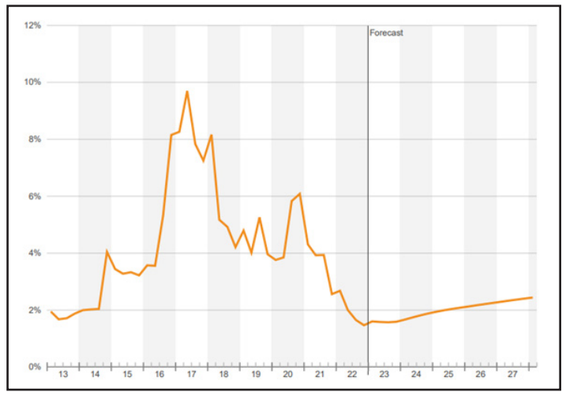


Figure 59: West Jordan Retail Vacancy Trends. Source: CoStar.

RENTAL RATES AND PRICING

Current market rent per square foot in West Jordan is $22.02. Rental rates within West Jordan have been climbing steadily for the past ten years, rising from $16.16 in 2013 to their current high of $22.02, and are forecasted to continue rising, growing to $24.45 by 2027.

Asking rent, or the rent paid after concessions are applied to rental rates, has remained steady with the market rent in West Jordan. Since 2021, there has been a spike and the current asking rent was greater than market rent. This positive within the market can be interpreted to mean that there is sufficient demand within the market to both lease space without offering incentives or lease to competing tenants who are offering rental rates greater than the market rate. Figure 55 illustrates historic and projected market and asking rent in West Jordan.

NEW DELIVERIES & ABSORPTION

West Jordan has experienced a significant amount of new retail development, with 313,000 square feet of new retail space delivered since 2013. Retail deliveries have since slowed, with only 46,500 square feet of new retail delivered in 2020 and 2023. Currently, there are five proposed and under construction retail projects in West Jordan totaling 55,090 square feet, none of which are adjacent to or nearby the UTA stations.

Absorption within the West Jordan market has varied, with approximately 77,000 square feet of retail space leased between 2022 and 2023. Historic trends indicated that as existing or new retail space is introduced, the market is quick to absorb it, with a 50% chance that space will be leased within 6.2 months. Figure 56 illustrates historic and predicted future absorption, deliveries, and vacancy in West Jordan.

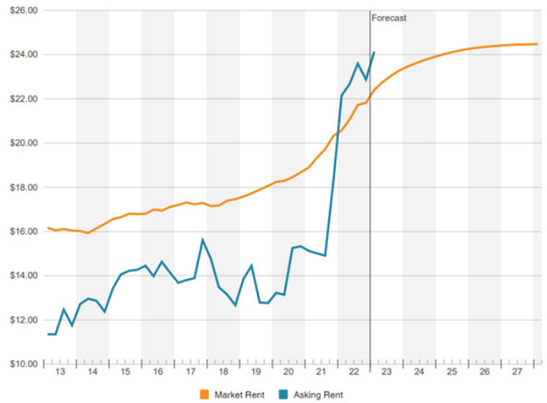


Figure 60: West Jordan Historic and Projected Rent. Source: CoStar.

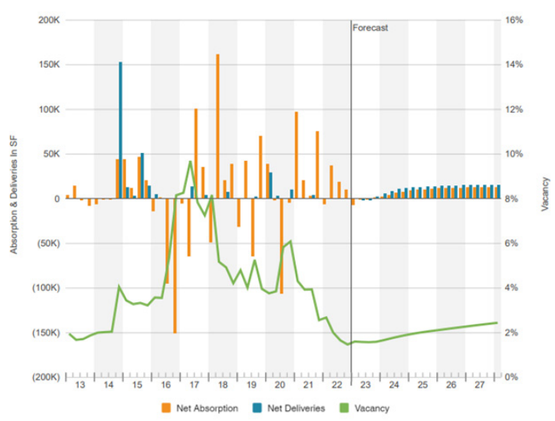


Figure 61: West Jordan Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

OFFICE – WEST JORDAN

INVENTORY & VACANCY TRENDS

West Jordan has approximately 122 buildings and two million square feet of existing office inventory. Of the two million square feet of office inventory, 613,000 square feet are located within a 1.0-mile radius of the UTA station areas. Occupancy of office space is mostly strong, with approximately 98.1% of all available office space occupied. Approximately 86% of West Jordan's office space is rated as Class B. Class B buildings are well maintained and overall functional, with adequate mechanical, electrical and safety and security systems, a mid-quality level of interior finish, and tend to compete for a wide range of tenants within a market area. The remaining office space within West Jordan consists of 14% Class C office space. Figure 57 illustrates the distribution of offices throughout West Jordan.

Vacancy rates within the West Jordan office market have historically ranged between 1.60% and 5.34%, indicating a mostly strong office market that generally maintains lower levels of vacancy and absorbs new square footage as it is introduced into the market. Office vacancy rates have trended downward over the past year for office space, with rates dropping slightly from 2.5% in 2021 to the current rate of 1.9%.

Figure 58 illustrates historic and current vacancy trends for office space in West Jordan. Given historic and projected vacancy trends, it is predicted that vacancy within the West Jordan market will continue to remain low, though the introduction of new office space may cause rates to increase.

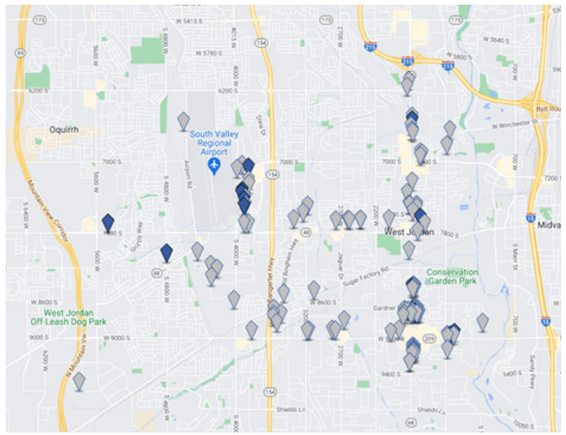


Figure 62: West Jordan Office Locations. Source: CoStar.

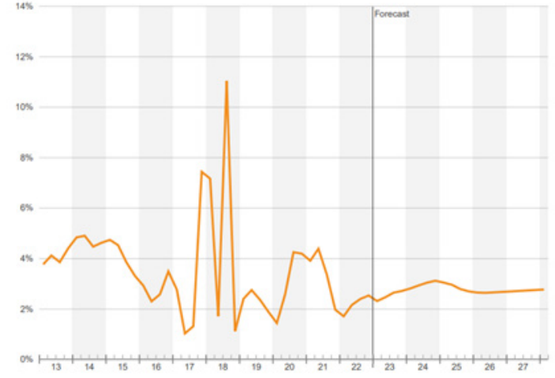


Figure 63: West Jordan Office Vacancy Trends. Source: CoStar

RENTAL RATES AND PRICING

Current market rent per square foot for office space in West Jordan is $21.01. Rental rates within West Jordan have been increasing steadily for the past ten years, with year-over-year increases typically fluctuating between 1.3% to 6.0%. Rental rates for office products are projected to continue increasing, reaching $22.64 by 2027.

Asking rent, or the rent paid after concessions are applied to rental rates, has mostly tracked with market rental rates since 2014, with a small fluctuation between 2020 and 2021. Current asking rent in West

Jordan is $19.04, only slightly below market rent. The lack of a gap between asking rent and market rent for both products can be interpreted to mean that a limited number of tenants are requiring rent concessions. Figure 59 illustrates historic and current market and asking rent in West Jordan.

NEW DELIVERIES & ABSORPTION

West Jordan has experienced significant new office construction, with 130,000 square feet of new office space delivered since 2013. The rate of new office construction has slowed down in recent years, with 27,000 square feet of new office space added starting in 2020. Only one new office development is planned in West Jordan, equaling a total of 15,900 new square feet. The new office development is not near any UTA station areas.

Absorption of office space within the West Jordan market has been steady. Historic trends indicate that as existing or new office space is introduced, the market will absorb it, though the rate at which space is leased tends to vary by year and market conditions. Office space is leased quickly in the West Jordan market, with a 50% probability that it will be leased within 4.7 months. Figure 60 illustrates historic and current absorption, deliveries, and vacancy in West Jordan.

MULTI-FAMILY RENTALS – WEST JORDAN CITY

INVENTORY & VACANCY TRENDS

West Jordan has 36 multi-family rental apartment developments (with 10 or more units) with 6,490 total dwelling units. A portion of multi-family inventory in West Jordan is available for both senior and low-income tenants, with one apartment development (797 units) currently designated affordable, and one apartment development (185 units) designated for senior housing. Most multi-family housing in West Jordan is older, with only five developments and 23% of all units built within the last 10 years. Figure 61 illustrates the distribution of multi-family rentals throughout West Jordan.

Occupancy rates within the West Jordan multi-family market have historically ranged between 94.39% and 96.82%, with a current occupancy rate of 93.96%. While occupancy rates have remained mostly stable, there have been periods of reduced occupancy over

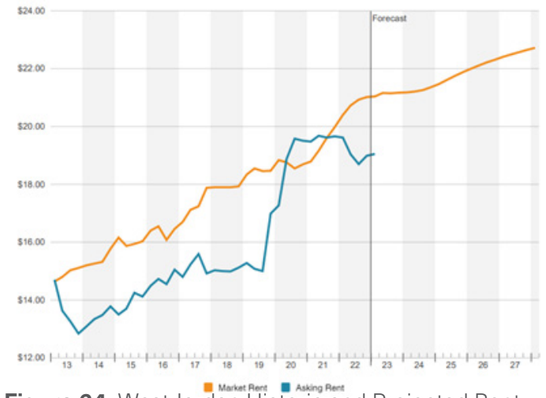


Figure 64: West Jordan Historic and Projected Rent. Source: CoStar.

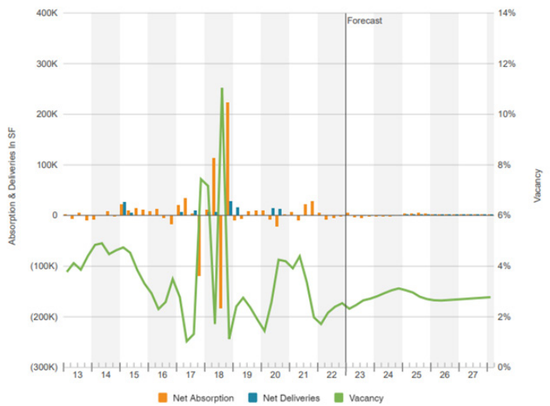


Figure 65: West Jordan Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

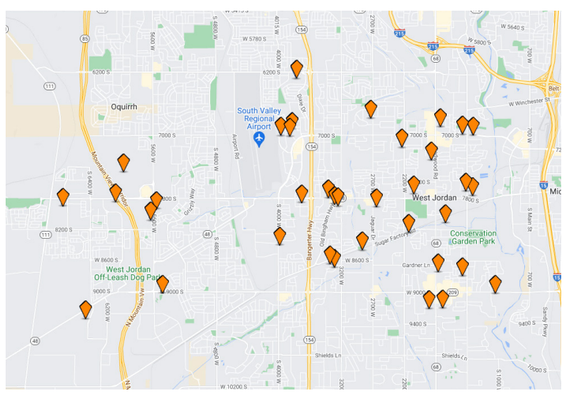


Figure 66: West Jordan Multi-Family Rental Locations. Source: CoStar.

the past ten years, typically induced by the delivery of a large number of units into the market during a short time frame. Figure 62 illustrates historic and current occupancy trends for rental multi-family units in West Jordan. Given historic and projected vacancy trends, it is predicted that occupancy within the West Jordan market will decline. This may be due demand balancing with the new housing availability from construction.

RENTAL RATES

The current median market rent per unit in West Jordan is $1,517 per month. Multi-family rental rates have mostly increased over the past years, typically rising between 1.1% to 9.6% annually. Within the last year though, rental rates have risen significantly at 3.4%. This may be due to inflation, demand, etc.

Effective rent, or the monthly rental rate paid after concessions are applied, has historically been equal to asking rent. Forecasts predict that over the next five years rental rates will increase significantly, reaching a median of $1,733 per month by 2027. Figure 68 illustrates historic and predicted rental rate increases and market and asking rent in West Jordan.

NEW DELIVERIES & ABSORPTION

The West Jordan market has experienced mostly both positive and negative absorption over the past 10-years. Since 2013, the market has experienced several large deliveries of new multi-family rental units, adding 1,472 units. Historic trends indicate that the market recently has not been absorbing new units as they are introduced, with vacancy rates increasing in the next five years. Figure 69 illustrates historic and current absorption, deliveries, and vacancies in West Jordan for multi-family rental units.

Currently, there is only one known proposed multi-family project. The project, named the Jordan Fields, is a 240-unit development located on Bangerter Highway. The development will be completed in July of 2023.

RETAIL – MIDVALE

INVENTORY & VACANCY

Midvale has approximately 318 buildings and 3.2 million square feet of existing retail inventory. Occupancy within the market is extremely high, with 97.8% of all

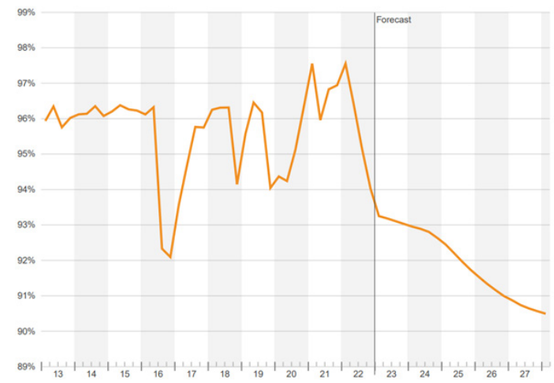


Figure 67: West Jordan Multi-Family Rentals Occupancy Trends. Source: CoStar

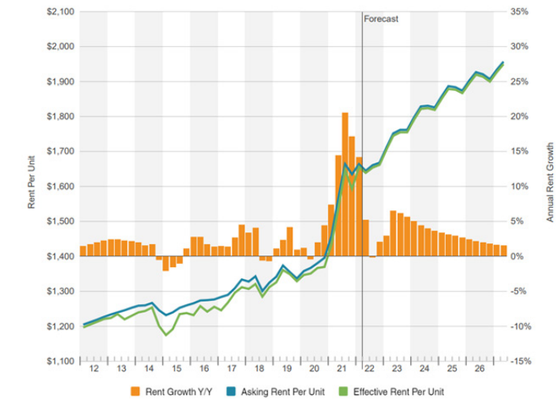


Figure 68: West Jordan Historic and Projected Rent. Source: CoStar.

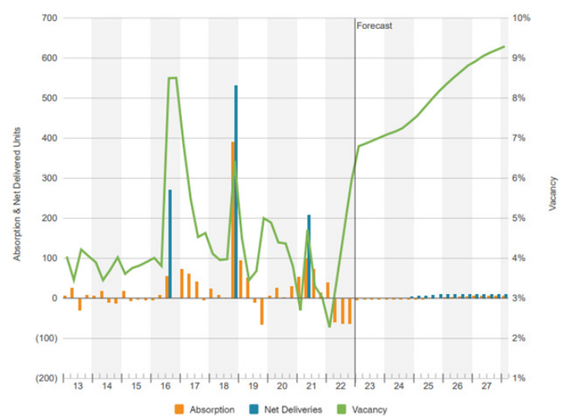


Figure 69: West Jordan Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

available retail space currently occupied. The majority of Midvale's retail space is concentrated along State Street, 700 W, 900 E, 7200 S, and W Center Street. The majority of retail development within Midvale is Neighborhood Center style development (e.g., mid-scale strip malls), General Retail development (e.g., standalone strip centers or pad site retail space), and Community Centers development (e.g., big box retailers and supermarkets). Figure 65 illustrates the distribution of retail throughout Midvale.

Vacancy rates within the Midvale market have historically ranged between 2.81% and 6.34%, indicating a strong retail market that is capable of absorbing new retail space as it is made available or introduced into the market. Vacancy rates have remained steady within the past year at 2.18%. Vacancy rates are projected to continue to remain low over the next five-year period, ranging between 2.1% and 3.0% between 2023 and 2027. Figure 66 illustrates historic and predicted future vacancy trends in Midvale. Given historic and projected vacancy trends, it is predicted that vacancies within Midvale will continue to remain low, even as more retail products are introduced into the market.

RENTAL RATES AND PRICING

The current market rent per square foot in Midvale is $21.80. Rental rates within Midvale have been climbing steadily for the past ten years, rising from $16.00 in 2013 to their current high of $21.80, and are forecasted to continue rising, growing to $24.17 by 2027.

Asking rent, or the rent paid after concessions are applied to rental rates, has remained steady with the market rent in Midvale over the past 10 years. The current asking rent being less than the market rent is something to keep an eye out for, as it can be interpreted that there is not enough demand within the market, despite the high occupancy rates. Figure 67 illustrates historic and projected market and asking rent in Midvale.

NEW DELIVERIES & ABSORPTION

Midvale has experienced a significant amount of new retail development, with 122,000 square feet of new retail space delivered since 2013. Retail deliveries have since slowed, with only 40,700 square feet of new

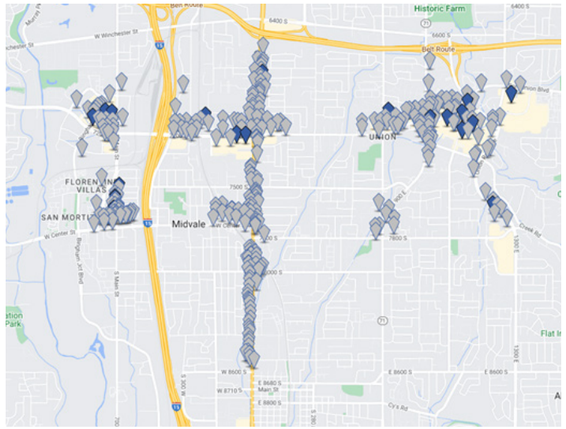


Figure 70: Midvale Retail Locations. Source: CoStar.

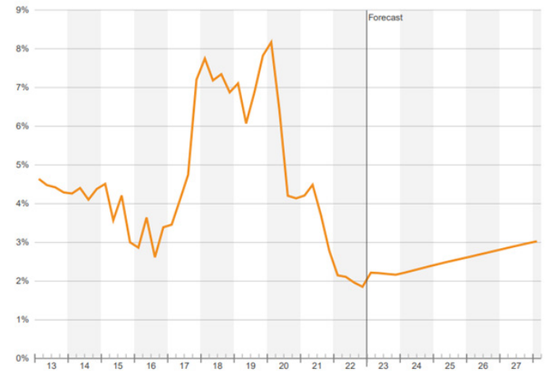


Figure 71: Midvale Retail Vacancy Trends. Source: CoStar.

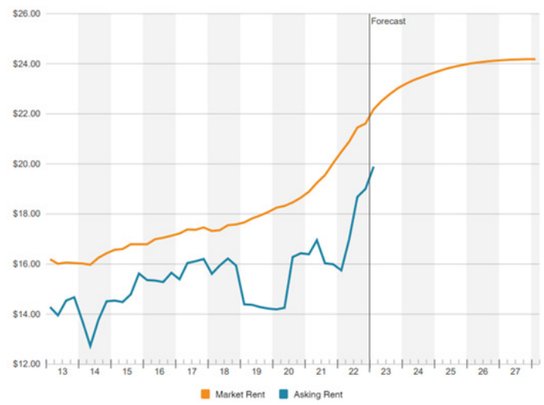


Figure 72: Midvale Historic and Projected Rent. Source: CoStar.

retail delivered in 2020 and 2023. Currently, there are no proposed and under construction retail projects in Midvale.

Absorption within the Midvale market has varied, with approximately 26,000 square feet of retail space leased between 2022 and 2023. Historic trends indicate that as existing or new retail space is introduced, the market is steady to absorb it, with a 50% chance that space will be leased within 8.4 months. Figure 68 illustrates historic and predicted future absorption, deliveries, and vacancy in Midvale.

OFFICE – MIDVALE CITY

INVENTORY & VACANCY TRENDS

Midvale has approximately 122 buildings and 4 million square feet of existing office inventory. Of the 4 million square feet of office inventory, 2.6 million square feet (66%) are located within a 1.0-mile radius of the UTA station areas. Occupancy of office space is strong, with approximately 94.2% of all available office space occupied. Approximately 57% of Midvale's office space is rated as Class B. Class B buildings are generally well maintained and overall functional, with adequate mechanical, electrical and safety and security systems, a mid-quality level of interior finish, and tend to compete for a wide range of tenants within a market area. The remaining office space within Midvale consists of 36% Class A office space and 7% Class C office space. Figure 69 illustrates the distribution of offices throughout Midvale.

Vacancy rates within the Midvale office market have historically ranged between 3.39% and 5.77%, with its current vacancy rate higher at 5.78%. This pattern indicates the office market that generally maintains mid-levels of vacancy and is slower to absorb new square footage as it is introduced into the market. Office vacancy rates have trended upward over the past year for office space, with rates increasing from 5.0% in 2022 to the current rate of 5.78%.

Figure 70 illustrates historic and current vacancy trends for office space in Midvale. Given historic and projected vacancy trends, it is predicted that vacancy within the Midvale market will continue to raise and remain around 6.8%.

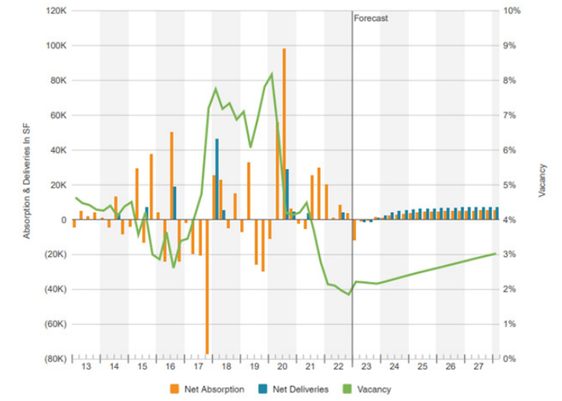


Figure 73: Midvale Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

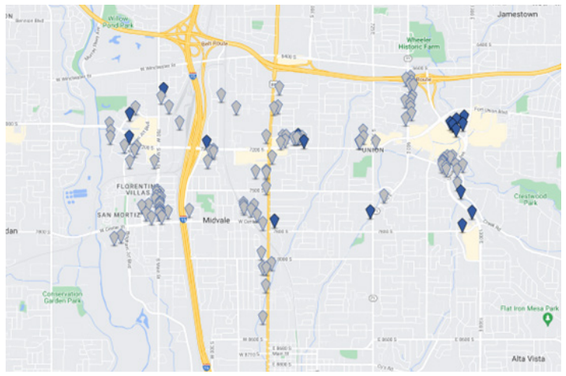


Figure 74: Midvale Office Locations. Source: CoStar.

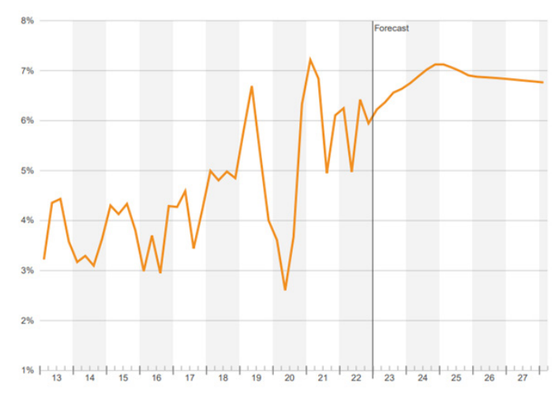


Figure 75: Midvale Office Vacancy Trends. Source: CoStar

RENTAL RATES AND PRICING

The current market rent per square foot for office space in Midvale is $25.08. Rental rates within Midvale have been increasing steadily for the past ten years, with year-over-year increases typically fluctuating between 1.8% to 4.5%. Rental rates for office products are projected to continue increasing, reaching $27.08 by 2027.

Asking rent, or the rent paid after concessions are applied to rental rates, has followed the same pattern market rental rates since 2015 at a lower rate. Starting in 2021, the asking rate is above the market rate at $25.15. The lack of a gap between asking rent and market rent for both products can be interpreted to mean that a limited number of tenants are requiring rent concessions. Figure 71 illustrates the historic and current market and asking rent in Midvale.

NEW DELIVERIES & ABSORPTION

Midvale has experienced significant new office construction, with 1.5 million square feet of new office space delivered since 2013. The rate of new office construction has remained steady in recent years, with 584,000 square feet of new office space added from 2020. Only one new office development is planned in Midvale, equaling a total of 75,000 new square feet. The new office development is within a mile of all UTA station areas.

Absorption of office space within the Midvale market has been somewhat steady but recent trends show the market is slowing down on absorption of existing and new office space. Office space is leased quickly in the Midvale market, with a 50% probability that it will be leased within 7.4 months. Figure 72 illustrates historic and current absorption, deliveries, and vacancy in Midvale.

MULTI-FAMILY RENTALS – MIDVALE CITY

INVENTORY & VACANCY TRENDS

Midvale has 66 multi-family rental apartment developments (with 10 or more units) with 7,060 total dwelling units. A portion of multi-family inventory in Midvale is available for both senior and low-income tenants, with one apartment development (878 units) currently designated affordable, and one apartment

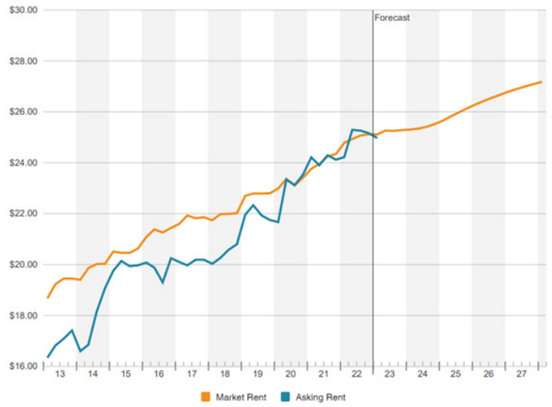


Figure 76: Midvale Historic and Projected Rent. Source: CoStar.

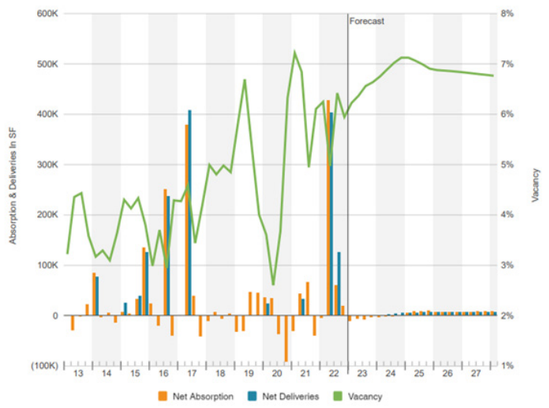


Figure 77: Midvale Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

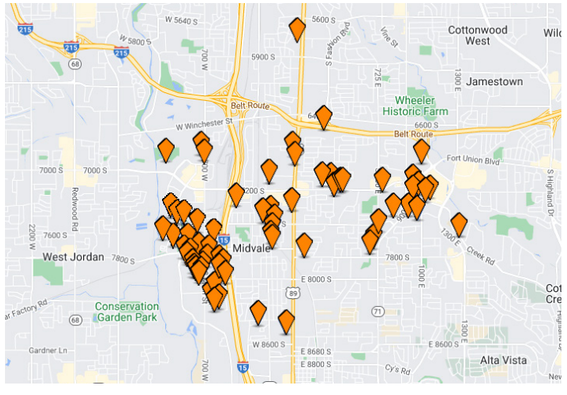


Figure 78: Midvale Multi-Family Rental Locations. Source: CoStar.

development (289 units) designated for senior housing. Most multi-family housing in Midvale is older, with only five developments and 27% of all units built within the last 10 years. Figure 73 illustrates the distribution of multi-family rentals throughout Midvale.

Occupancy rates within the Midvale multi-family market have historically ranged between 92.91% and 96.20%, with a current occupancy rate of 93.99%. While occupancy rates have remained mostly stable, there was a significant reduction in occupancy in 2020, potentially due to the COVID-19 pandemic. Figure 74 illustrates historic and current occupancy trends for rental multi-family units in Midvale. Given historic and projected vacancy trends, it is predicted that occupancy within the Midvale market will slowly decline but stay above 90%.

RENTAL RATES

The current median market rent per unit in Midvale is $1,514 per month. Multi-family rental rates have mostly increased over the past years, typically rising between 1.9% to 10.1% annually. Within the last two years though, rental rates have risen significantly at 3.7%. This may be due to inflation, demand, etc.

Effective rent, or the monthly rental rate paid after concessions are applied, has historically been equal to asking rent. Forecasts predict that over the next five years rental rates will increase significantly, reaching a median of $1,691 per month by 2027. Figure 75 illustrates historic and predicted rental rate increases and current and asking rent in Midvale.

NEW DELIVERIES & ABSORPTION

The Midvale market has experienced mostly positive absorption over the past 10 years. Since 2013, the market has experienced several large deliveries of new multi-family rental units, adding 1,910 units. Historic trends indicate that the market recently has not been absorbing new units as they are introduced, with vacancy rates increasing in the next five years.

Currently, there are no proposed multi-family projects. Figure 76 illustrates historic and current absorption, deliveries, and vacancies in Midvale for multi-family rental units.

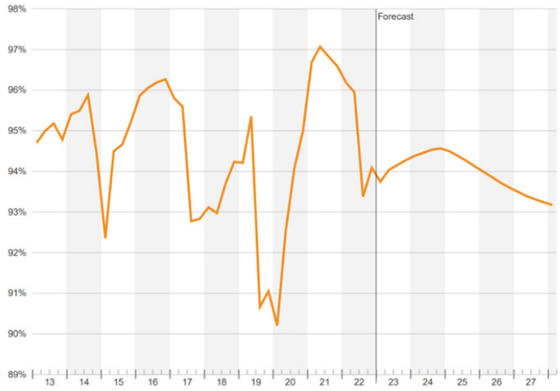


Figure 79: Midvale Multi-Family Rentals Occupancy Trends. Source: CoStar

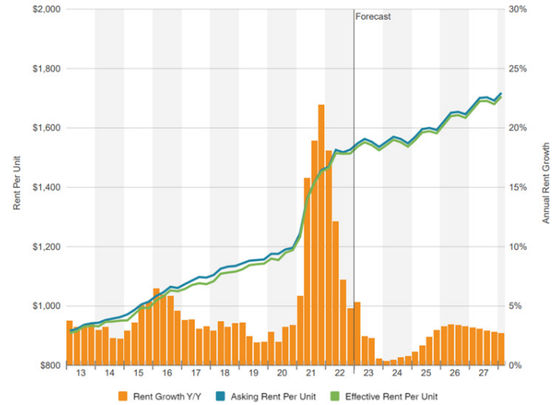


Figure 80: Midvale Historic and Projected Rent. Source: CoStar.

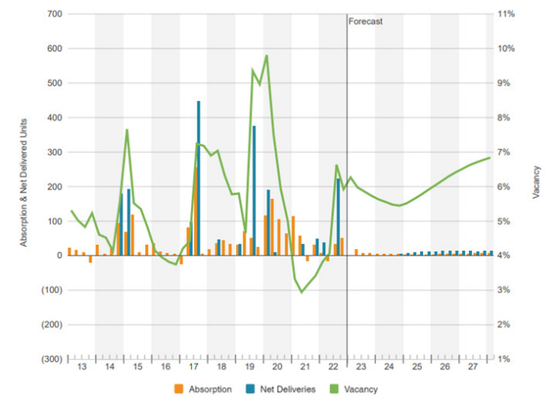


Figure 81: Midvale Absorption, Deliveries, and Vacancy Trends. Source: CoStar.



APPENDIX B

FEHR PEERS

Memorandum

Date: February 14, 20223

To: West Jordan City, Midvale City
Design Workshop, Inc.

From: Fehr & Peers

Subject: Midvale and West Jordan Station Area Plans – Existing Transportation Conditions

UT23-2411

This memorandum documents existing transportation conditions around three Utah Transit Authority (UTA) light rail stations, part of a broader system known as TRAX The three stations in question are:

- Bingham Junction Station, Midvale
- Historic Gardner Station, West Jordan
- West Jordan City Center, West Jordan

The purpose of evaluating the existing transportation conditions around these three stations is to inform Station Area Plans for each station, intended to enable land use changes adjacent to each station and improve multimodal access to each station through targeted infrastructure improvements. These changes should lead to an increase in transit ridership by making transit more convenient through improved access and travel time competitiveness.

This memorandum usually treats the three stations independently, however, some portions of this document (such as the review of existing plans) does not.

Study Areas

Given their proximity to each other along the UTA Red Line, the three station areas are immediately adjacent to one another (if not explicitly overlapping), with some key roadways and multimodal paths serving two of the three stations.

Bingham Junction Station

Bingham Junction Station, which is served by the UTA Red Line and F570 and F202 bus lines, is immediately accessed via Bingham Junction Boulevard, and is situated between 7200 South to the north, I-15 to the east, Center Street to the south, and the Jordan River to the west. Adjacent land uses include new residential development to the south and west, and there are a handful of large commercial office buildings to the north, including Overstock.com's headquarters. Downtown Midvale is less than one-half mile from Bingham Junction Station, however transportation connections are convoluted due to the nature of recent residential developments to the south and topography.

Historic Gardner Station

Historic Gardner Station is served by the UTA Red Line and the F578 bus. Historic Gardner Station is accessed by 7800 South (the continuation of Center Street in West Jordan), and is immediately south of Gardner Village, a popular shopping and dining destination. Immediately to the west of the station is Pioneer Hall, an historic structure initially used as a meeting house of early pioneers of the Latter Day Saints community and is now available to rent for events. Land south of the station is divided into larger parcels that are primarily used for agricultural and commercial uses, with the parcel immediately south of the station home to an asphalt recycling plant and general landscaping supplies. These larger parcels to the south are largely impermeable from a transportation perspective, limiting connectivity to the station. The Jordan River lies less than one thousand feet to the east of the station, which also constitutes the West Jordan-Midvale municipal border. The Jordan River Trail, a regional, multimodal connection, runs parallel to the Jordan River and is easily accessible from the station.

West Jordan City Center

The West Jordan City Center station is served by the UTA Red Line and the 217 and 218 bus lines. The station is accessed via W. 8020 South, a small spur connecting the station and its dedicated parking to Redwood Road, a critical north-south connection that functions as West Jordan's Main Street. In the immediate vicinity of the station, the TRAX line acts as a barrier between primarily residential uses to the south and commercial and institutional uses to the north and west. North of the TRAX line, the area is dominated by surface parking surrounding municipal buildings and some commercial uses along Redwood Road and 7800 South. South of the TRAX line, single-family homes are the predominant land use.

Existing Transportation Networks

A handful of key roads and multimodal connections are shared among the three station areas and will appear throughout this section as a result.

Bingham Junction Station

Key roadways in the station area include:

Bingham Junction Boulevard

Running north-south, Bingham Junction Boulevard is the only route for vehicular access to the station. Bingham Junction Boulevard is a four-lane road with a center turn lane and a posted speed limit of 35 mph. Sidewalks are provided on both sides of the street. Bingham Junction Boulevard primarily provides a vehicular connection to 7200 South to the north of the station and to 9000 South to the south of the station, both of which provide access to I-15.

7200 South

Running east-west, 7200 South is a six-lane roadway with two left-turn lanes and dedicated right-turn lanes at signalized intersections. Sidewalks are provided along both sides of the street, and a narrow, concrete median separating directions of travel. Pedestrian crossing distances are long and there are no on-street bicycle facilities or parking in the study area. The posted speed limit in the study area is 40 mph.

Center Street

Running east-west, Center Street is a four-lane roadway with a center turn lane that functions as a left-turn lane at signalized intersections. Right-turn pockets are provided at some signalized intersections. In the study area, a striped parking lane is provided and is wide enough in some areas to function as a bicycle lane, however it often stops short of intersections. Center Street does not provide access to I-15. The posted speed limit is 35 mph.

Main Street / Holden Street / 700 West

Going by three different names in the study area, the roadway running roughly north-south parallel to Bingham Junction Boulevard and I-15 is a four-lane roadway with left- and right-turn pockets at most intersections. There is a striped shoulder, acting as a de-facto bicycle lane throughout the study area, and inconsistent sidewalks are provided along both curbs. Along some portions of the road a raised, concrete median is provided. The posted speed limit in the study area is 35 mph.

Active Transportation Connections

Active transportation infrastructure in the station area includes consistent sidewalks along most area roads, striped shoulders along major roads that act as de-facto bicycle lanes, and the Jordan River Trail (JRT), a regional cycling and walking connection. The connection between Bingham Junction Station and the JRT is somewhat circuitous, owing to development patterns and bridge connections to the west side of the Jordan River, where the primary north-south connection is located.

Historic Gardner Station

Key Roadways in the station area include:

7800 South

Running east-west as a continuation of Center Street to the east, 7800 South is a four-lane roadway with a center turn lane. West of Historic Gardner Station, on-street bike lanes are provided in both directions of travel, with on-street parking provided along both curbs. Sidewalks are provided along both sides of the street. The posted speed limit is 40 mph.

1300 West

Running north-south, 1300 West is a two-lane roadway with a center turn lane in the study area. Sidewalks are inconsistently provided on each side of the street, with striped shoulders acting as de-facto bicycle lanes. The posted speed limit is 35 mph.

Active Transportation Connections

Active transportation infrastructure in the study area include recently improved connections to the JRT, on-street bicycle lanes along portions of 7800 South, and sidewalks on most area roadways. The station area, owing to its proximity to the JRT and the want for connections to the trail, is home to several walking and bicycling bridges, an undercrossing at 7800 South, and several spurs and connectors to local destinations including the Zions Bank Technology Center.

West Jordan City Center

Key Roadways in the station area include:

Redwood Road

Running north-south, Redwood Road is a six-lane roadway that extends as far north as North Salt Lake and as far south as the Point of the Mountain. Redwood Road is a Utah Department of Transportation (UDOT) facility, and acts as West Jordan's Main Street. In the study area, there are sidewalks provided on both sides of the street, though pedestrians are mostly traveling immediately adjacent to vehicular traffic with frequent driveways interrupting both sidewalks. There is on-street parking provided in the area, and there are no on-street or parallel bicycle facilities. The posted speed limit is 45 mph.

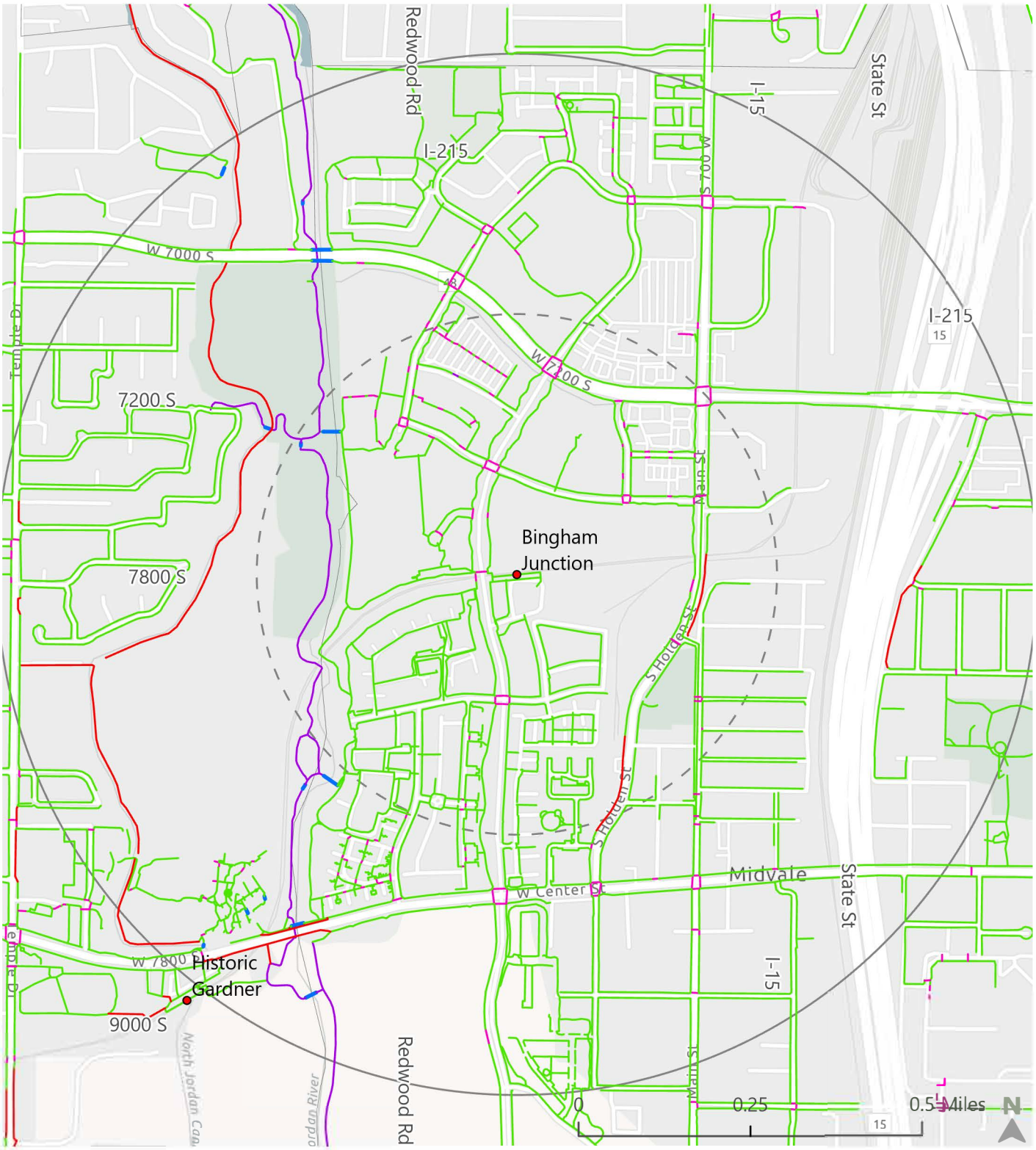
7800 South

Running east-west, 7800 South is a four-lane roadway with a center turn lane which converts to dedicated left-turn lanes at signalized intersections. Sidewalks are provided on both sides of the street with frequent driveways or other curb cuts between 1300 West and Redwood Road. Standard, painted bicycle lanes are provided along 7800 South in the study area, as well as curbside parking lanes. The posted speed limit is 40 mph.

Active Transportation Infrastructure

Active transportation connections include on-street bicycle lanes along 7800 South and 2200 West at the western edge of the sturdy area. Within Veterans Memorial Park, various off-street paths are provided for recreational uses, though none explicitly designed for cyclists.

Existing transportation networks, as well as UDOT-calculated Annual Average Daily Traffic (AADT) in the station areas are presented in **Figures 1-7**.

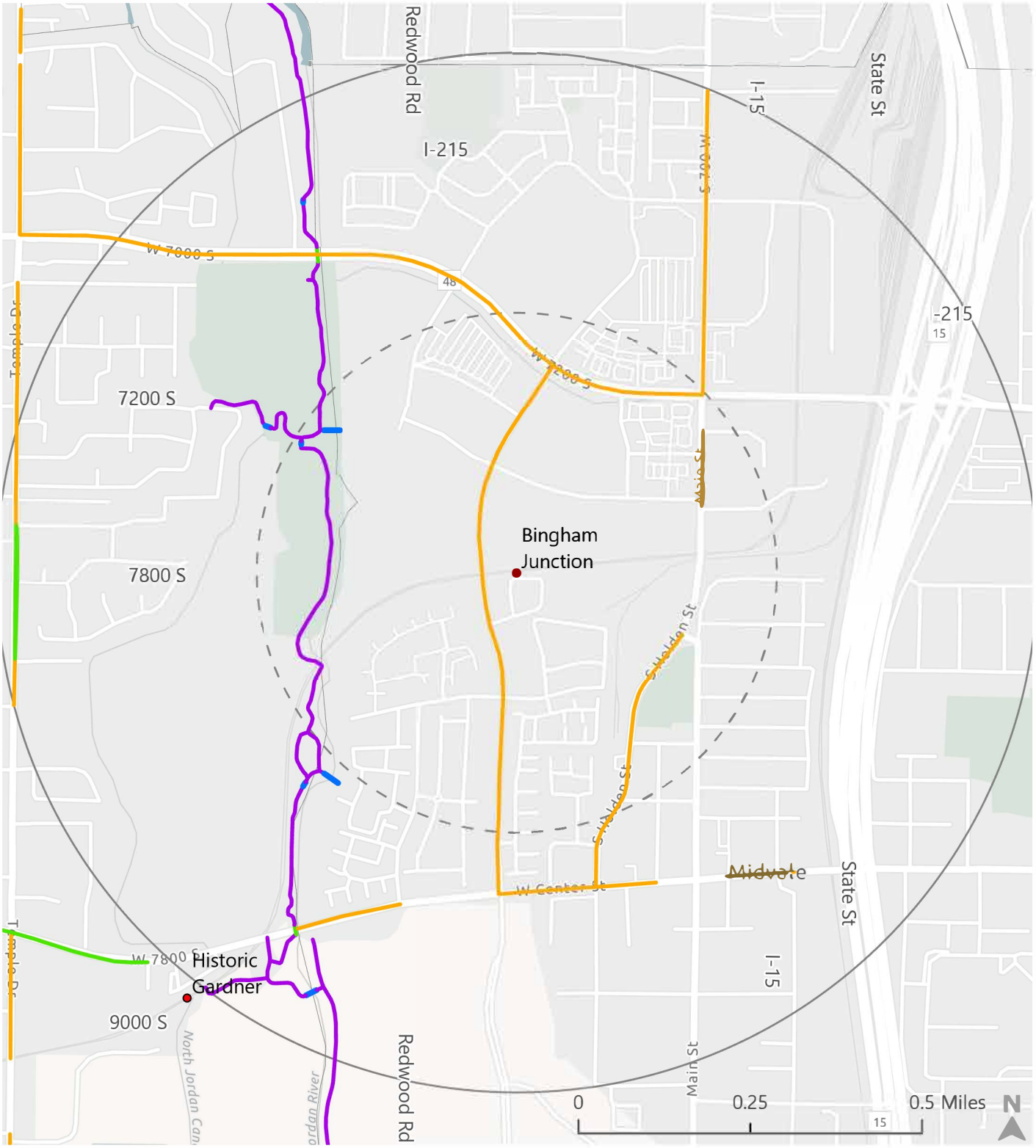


Category

- Bridge
- Crossing
- Footway
- Gap
- Jordan River Trail

Figure 1

Bingham Junction Station Area Pedestrian Infrastructure

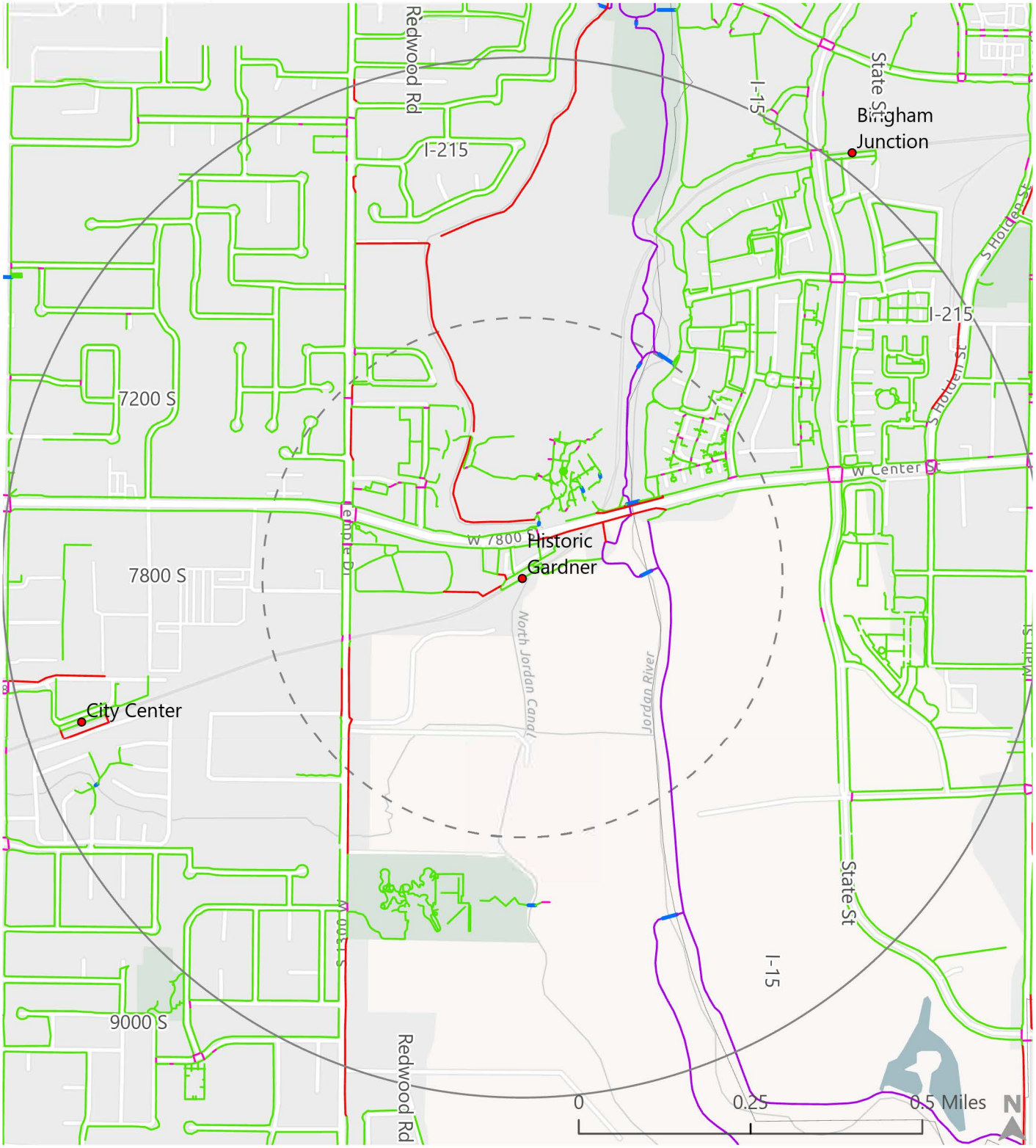


Category

- Bridge
- Jordan River Trail
- Painted Bike Lane
- Shoulder Bike Lane

Figure 2

Bingham Junction Station Area Bicycling Infrastructure

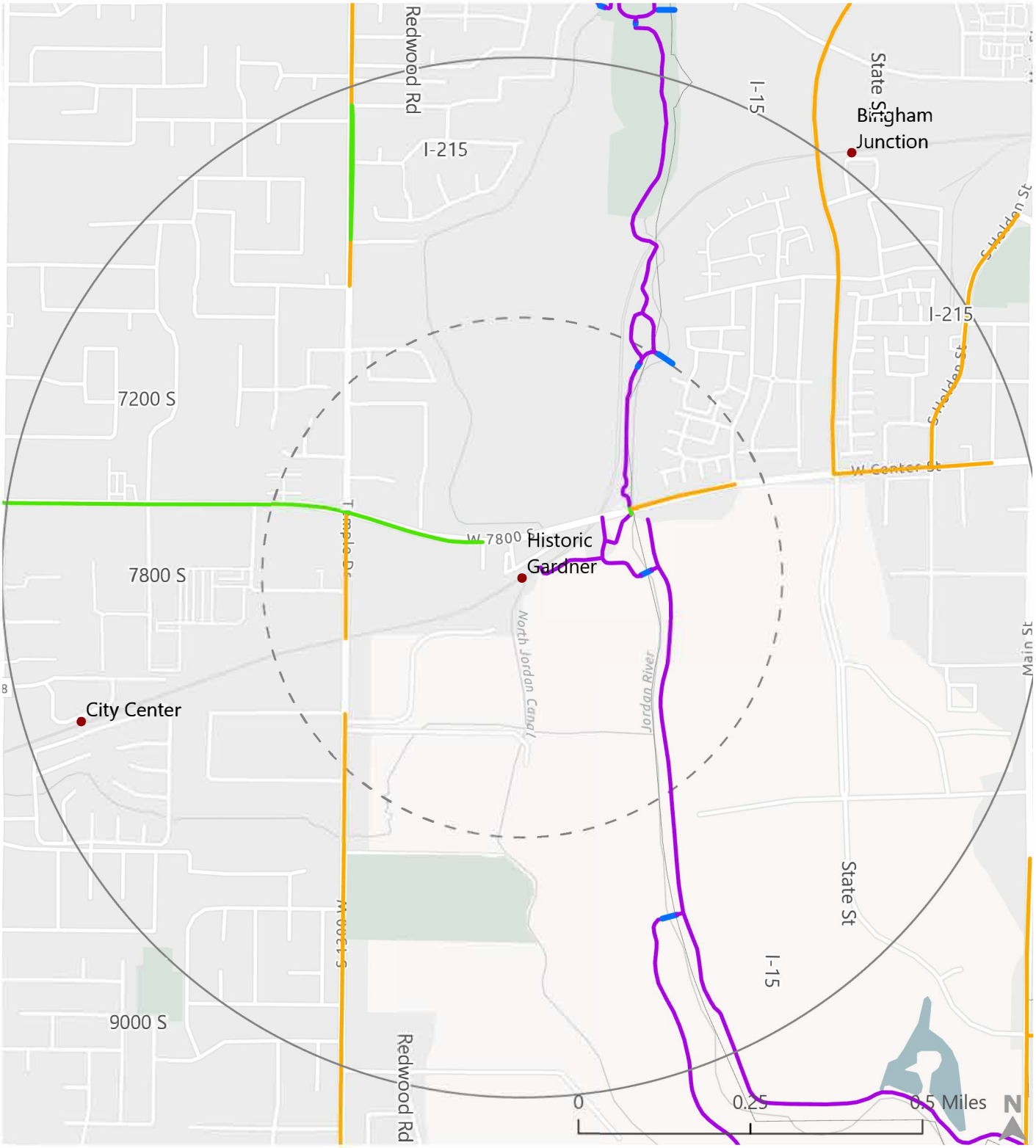


Category

- Bridge
- Crossing
- Footway
- Gap
- Jordan River Trail

Figure 3

Historic Gardner Station Area Pedestrain Infrastructure

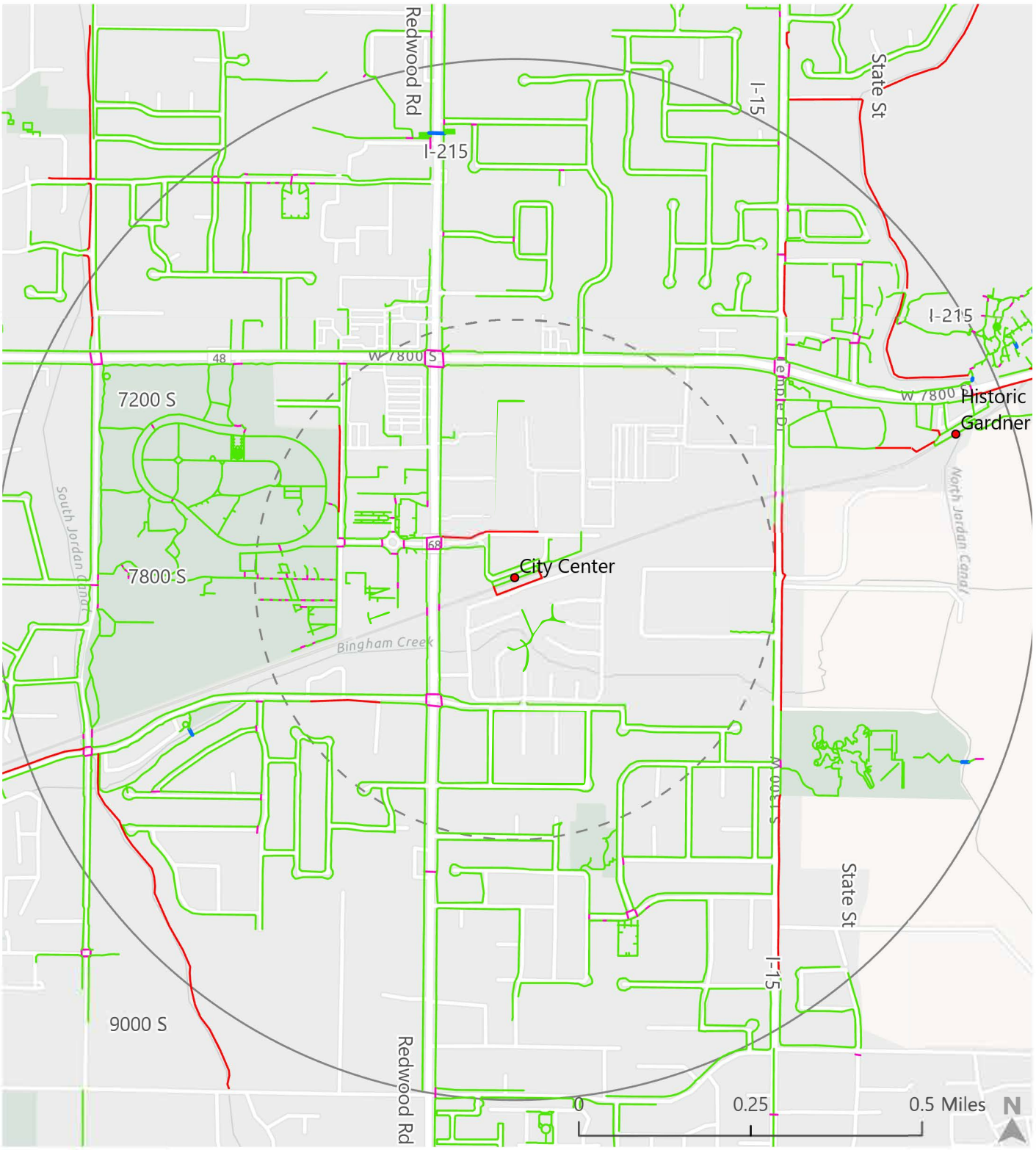


Category

- Bridge
- Jordan River Trail
- Painted Bike Lane
- Shoulder Bike Lane

Figure 4

Historic Gardner Station Area Bicycling Infrastructure

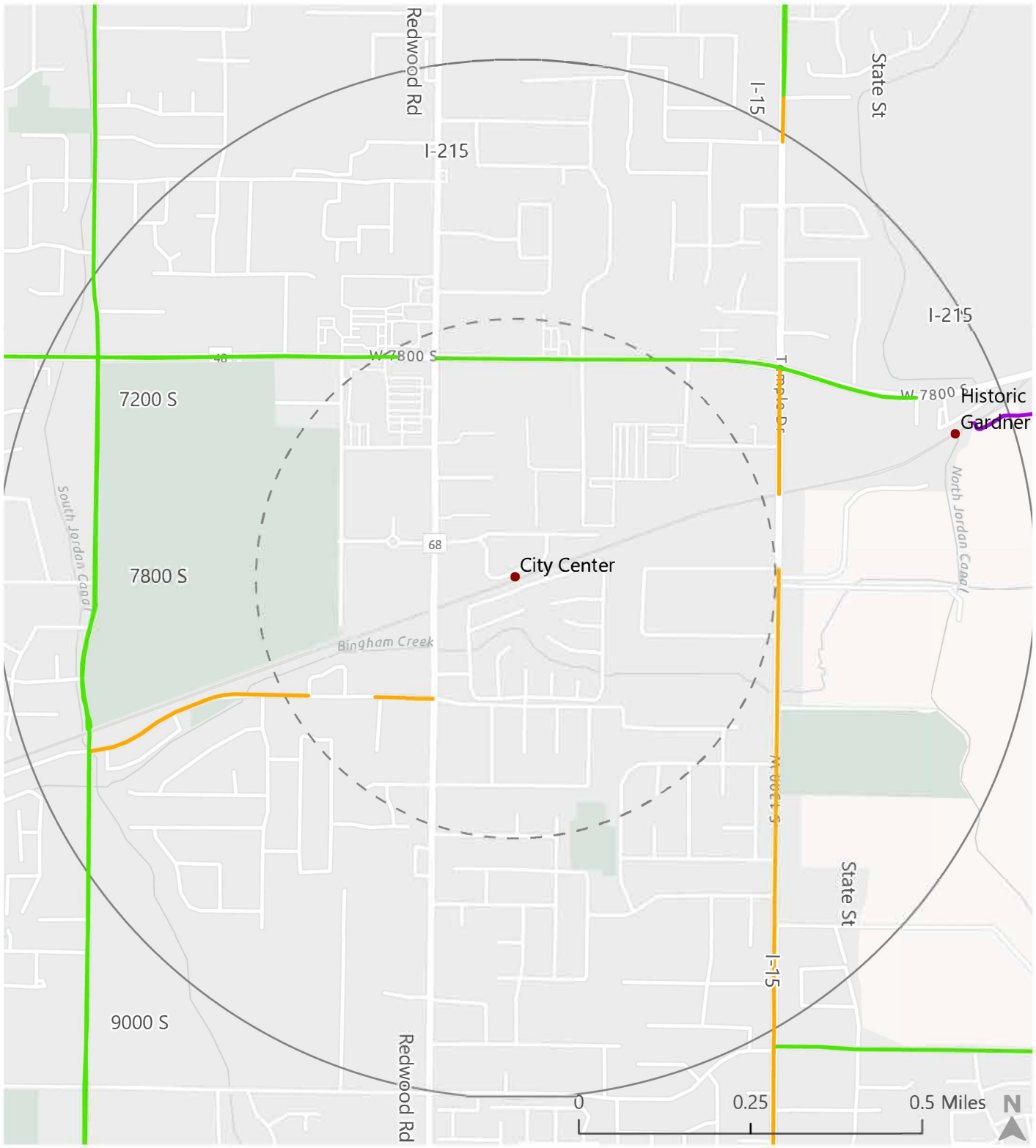


Category

- Bridge
- Crossing
- Footway
- Gap
- Jordan River Trail

Figure 5

West Jordan City Center Station Area Pedestrian Infrastructure

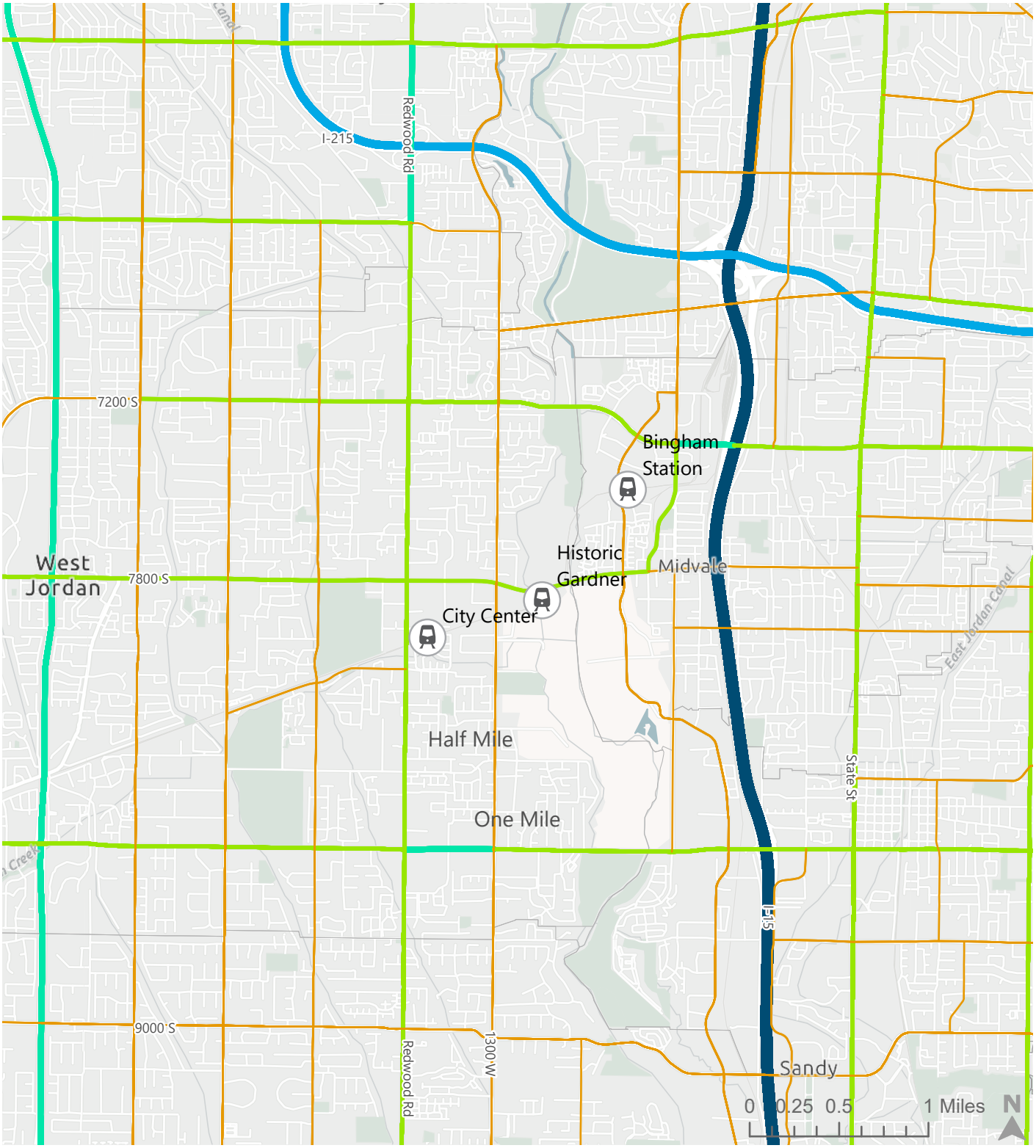


Category

- Bridge
- Jordan River Trail
- Painted Bike Lane
- Shoulder Bike Lane

Figure 6

West Jordan City Center Station Area Bicycling Infrastructure



Stations

500 - 20000

20001 - 46000

46001 - 77000

77001 - 125000

125001 - 275000

Figure 7

Station Area Annual Average Daily Traffic

Existing Plans

Several existing plans were reviewed as part of this existing conditions assessment. Only one of these plans, the UTA Five-Year Service Plan, covers all three station areas.

Midvale General Plan (2016)

The Midvale General Plan was adopted in 2016 and includes ambitions for Midvale in the realms of land use planning, open space development, and transportation. While many transportation-focused elements of the plan focus on portions of Midvale outside of the Bingham Junction Station Area, the Transportation and Mobility Vision Statement resonates with the goals of this station area planning effort:

> *"MIDVALE FACILITATES A LIVABLE COMMUNITY BY ENSURING A SAFE, INTER-CONNECTED, MULTIMODAL INTERNAL TRANSPORTATION SYSTEM, AND BY FACILITATING MULTIMODAL CONNECTIONS TO NEIGHBORING COMMUNITIES AND THE REGION."*

Other relevant elements of the Transportation and Mobility section of the 2016 General Plan include improving multimodal access to all TRAX stations in Midvale, thereby increasing the utility of and accessibility to transit. This includes establishing a connection between Bingham Junction Station and Main Street. The General Plan supports the implementation of structured parking in the area of Bingham Junction Station to reduce the prevalence of surface parking lots.

Mid-Valley Active Transportation Plan (2021)

The Mid-Valley Active Transportation Plan was developed to address multimodal connectivity challenges in Salt Lake County at a regional level. The cities of Taylorsville, Murray, Millcreek, Holladay, Cottonwood Heights, and Midvale worked together to develop "recommendations for a backbone network that will enhance bicycle and pedestrian connectivity within the region."

In the study area surrounding Bingham Junction Station, the Plan recommends implementing standard, on-street bicycle lanes along Bingham Junction Boulevard, 700 West / Holden Street, and Center Street. The plan also includes recommendations for similar facilities on Main Street between Center Street and 700 West / Holden Street, though that recommendation appears untenable due to geometric constraints. Lastly, the Plan recommends converting Tuscany View Road into a neighborhood byway (similar to the concept of a Bicycle Boulevard) west of Bingham Junction Boulevard, providing another connection the Jordan River Trail.

West Jordan General Plan (2012)

Adopted in 2012, the West Jordan General Plan includes a host of goals for affecting the transportation and mobility landscape in West Jordan, including substantial streetscape

improvements to critical roadways including Redwood Road and 7800 South. At the time of adoption, TRAX service at both West Jordan stations was very new (having commenced in August 2011), and there is relatively little emphasis on elevating transit use in West Jordan, instead focusing on Citywide opportunities and needs.

West Jordan Transportation Master Plan (Undated)

The West Jordan Transportation Master Plan, possibly produced in 2015, focuses exclusively on transportation and traffic in West Jordan. In considering both regional and local needs, this Plan identifies recommended improvements on area roadways with an eye towards increasing vehicular capacity on area roads and at key intersections. This Plan suggests that West Jordan will pursue widening the portion of 7800 South east of Redwood Road to seven lanes, and widening 1300 West to an unknown number of lanes.

The West Jordan Transportation Master Plan includes recommended trail alignments and crossings within West Jordan, including an east-west trail just south of City Center Station and a north-south trail roughly aligned with the North Jordan Canal. The Plan also indicates the need for an elevated trail crossing at Redwood Road at Bingham Creek if the potential east-west trail is constructed.

West Jordan Active Transportation Plan (2019)

Adopted in 2019, the West Jordan Active Transportation Plan includes a list of prioritized active transportation improvements in West Jordan. Separated into three tiers, only one project in the station areas rising to the level of Tier 1, that being implementing buffered or separated bicycle lanes on 1300 West within City limits.

The Plan suggests that an off-street, multimodal path along Redwood Road as a Tier 3 improvement. Such an improvement (or other streetscape improvements) along Redwood Road are included in various plans for West Jordan.

UTA Five Year Service Plan (2023)

While the latest draft of the UTA Five Year Service Plan does not include changes to fixed route transit service in the study area, it does include the expansion of on-demand service throughout West Jordan and Midvale. UTA On Demand is a service similar to Uber or Lyft (transportation network companies) that has proven popular in areas served by its initial rollout in Draper, Riverton, Herriman, Bluffdale, and South Jordan.

Station Area Parking

Existing surface parking lots at the three Stations being evaluated as part of this plan represent opportunities for space reallocation. To identify potential opportunities based on parking

utilization, multiple data sources were reviewed as no central repository of TRAX park-and-ride utilization is currently maintained. A summary of parking supplies at each station is presented below in **Table 1.**

Table 1: Parking Supply by Station

Station	Standard Parking Stalls	ADA Parking Stalls	Total Parking Supply
Bingham Junction Station	193	6	**199**
Historic Gardner Station	125	5	**130**
West Jordan City Center	325	11	**336**

Source: Fehr & Peers, 2023.

Aerial Imagery

One source for parking utilization is aerial imagery from Google Earth. Google Earth does not provide detail on day of week or time of day at which aerial images are captured, instead only providing month and year for each capture. Average parking occupancy, as well as maximum parking occupancy as determined by Google Earth-provided aerial images from July 2019 through June 2022 (seven total captures) is presented below in **Table 2.**

Table 2: Parking Utilization by Station Measured by Satellite Imagery

Station	Average Parking Utilization		Maximum Parking Utilization	
Bingham Junction Station	18	9%	38[1]	19%
Historic Gardner Station	11	8%	24[2]	18%
West Jordan City Center	18	5%	61[1]	18%

Notes:
1.) Captured July 2019.
2.) Captured October 2021.
Source: Fehr & Peers, Google Earth; 2023.

Direct Ridership Model (2017)

In 2017, Fehr & Peers worked with UTA to develop a regression-based model to estimate parking demand at UTA TRAX and Frontrunner stations. Underpinning this model development was a data collection effort at all UTA-maintained park-and-ride facilities in their service area. This effort included evaluating parking demand during different periods throughout the day. The average and maximum utilization at each station is presented below in **Table 3**.

Table 3: Parking Utilization by Station Measured by Manual Counts

Station	Average Parking Utilization		Maximum Parking Utilization	
Bingham Junction Station	70	36%	101[1]	51%
Historic Gardner Station	40	32%	54	43%
West Jordan City Center	123	38%	152	47%

Notes:
1.) Recorded during the hour of 11:00 AM – 12:00 PM
Source: Fehr & Peers, UTA; 2017.

Park-and-Ride Master Plan (2014)

UTA developed a Park-and-Ride Master Plan in 2014 to identify park-and-ride locations at which additional parking capacity was warranted and where excess capacity existed. Additionally, UTA used this mater plan to develop recommendations on which locations should be pursued for future transit-oriented development and which should be prioritized for parking. None of the lots at stations evaluated as part of this study were identified as being priorities for either new development or additional parking supply. Average parking demand at each station as of 2014 is presented below in **Table 4**.

Table 4: Parking Demand by Station According to UTA Park-and-Ride Master Plan

Station	Average Parking Utilization	
Bingham Junction Station	35	21%
Historic Gardner Station	51	39%
West Jordan City Center	104	31%

Source: UTA, 2014.

While there is no clear consensus among these three sources on parking demand at these three stations, all available information suggests that there is excess parking supply based on recent and historical demand.

Multimodal Access

Understanding walking and bicycling access to the three stations in question is essential to identifying potential infrastructure improvements that might increase the convenience of transit.

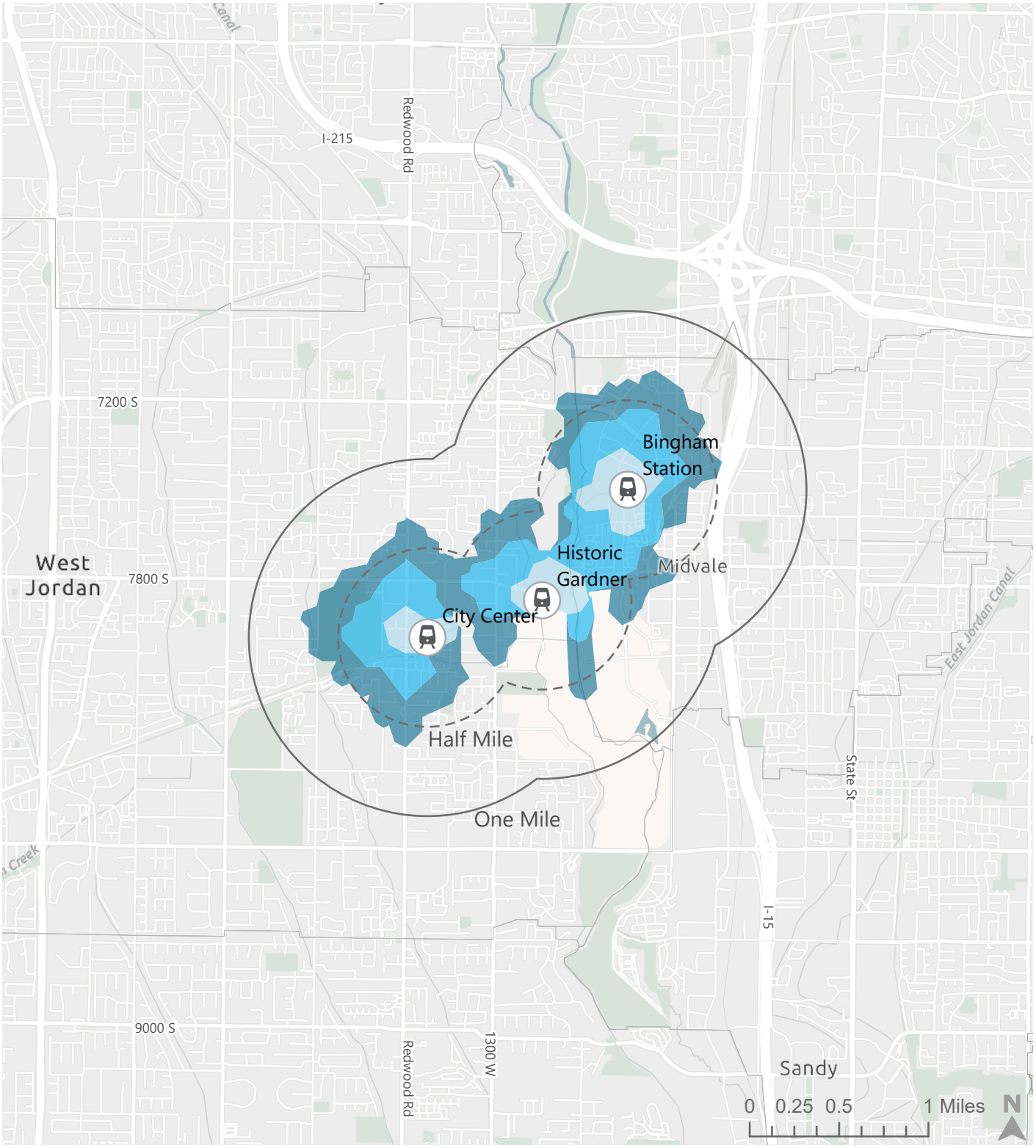
Accounting for typical travel time of each mode, accessibility analyses reveal that a 15-minute bicycle ride on existing roads extends well beyond one mile measured in a straight line from each station. Given the general level of roadway connectivity in each station area, and the speed at which a typical casual cyclist can travel, access within a reasonable travel time is uniform.

However, a lack of safe and comfortable cycling infrastructure likely acts as a deterrent to accessing each station by bicycle.

Conducting a similar analysis for accessibility analysis for a 15-minute walk at typical speeds reveals several key barriers in each station area:

- The lack of straightforward connection to the southeast of Bingham Junction Station towards Maini Street means that most of downtown Midvale is more than a 15-minute walk from the station
- The asphalt recycling plant south of Historic Gardner Station and lack of north-south crossings means that points south of the station are largely inaccessible within a 15-minute walk
- The lack of north-south crossing over the TRAX line adjacent to the City Center station limits access to areas south of the station

Results of these accessibility analyses and their associate walksheds and bikesheds are presented in **Figures 8 and 9**.

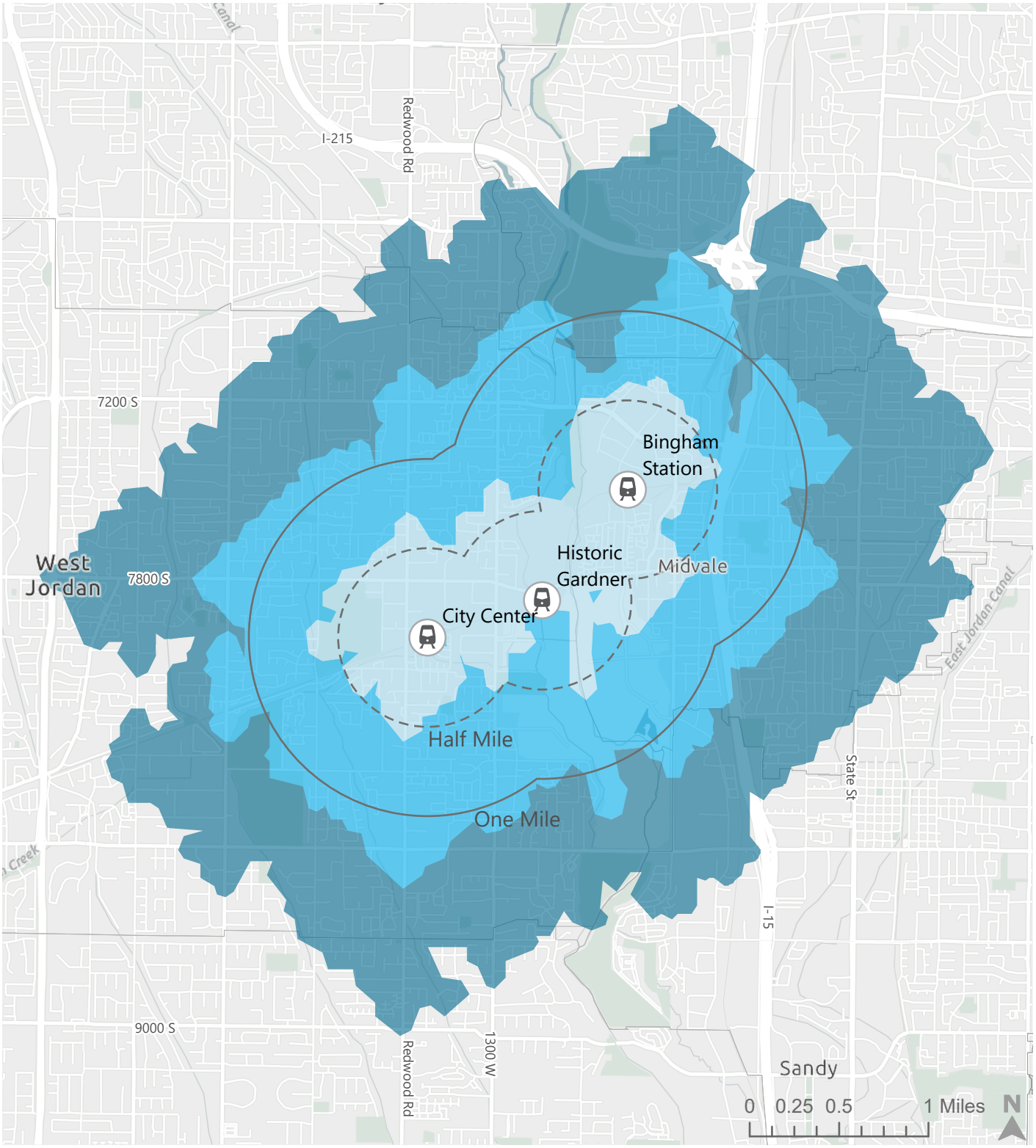


Cutoff

- 15 Minutes
- 10 Minutes
- 5 Minutes
- Stations

Figure 8

Station Area Pedestrian Accessibility



Cutoff

- 15 Minutes
- 10 Minutes
- 5 Minutes
- Stations

Figure 9

Station Area Cyclist Accessibility

Safety

UDOT maintains a database of recorded traffic crashes on all roadways in Utah. To assess traffic safety conditions in the station areas examined as part of this study, traffic crashes recorded from January 1, 2018 to December 31, 2022 were analyzed within a one-mile radius of each station area. Given that these one-mile radii overlap, crashes summarized below are attached to their nearest station based on crash locations as recorded by UDOT.

Within the station areas, two the five reported fatal crashes in the past five years involved a pedestrian (one fatal crash) or a cyclist (one fatal crash). Given that they represent a small portion of the total number of crashes, improving conditions for those walking or bicycling to each station should be a high priority for both Midvale and West Jordan.

Bingham Junction

Within the study period there were 600 injury crashes reported on area roadways in the vicinity of Bingham Junction Station. Of those 600 crashes, two were fatal crashes and an additional 23 were serious injury crashes. Of those 25 fatal or severe injury crashes, two involved cyclists and four involved pedestrians, with one of the cyclist-involved crashes being a fatal crash.

Of the reported fatal or severe injury crashes in the station area, four were reported as occurring in dark, unlighted conditions and neither of the fatal crashes occurred in dark, unlighted conditions. The intersection of 7200 South / Main Street is a location that experiences a significant number of crashes for all modes.

Historic Gardner Station

Given the overlap between station areas and the lack of roadway network to the north and south of the station, a comparatively low number of crashes has been reported in the Historic Gardner Station area. Of the 121 reported injury crashes in the station area, zero were fatal crashes and 11 were serious injury crashes. Of those 11 serious injury crashes, three involved pedestrians, and zero involved cyclists.

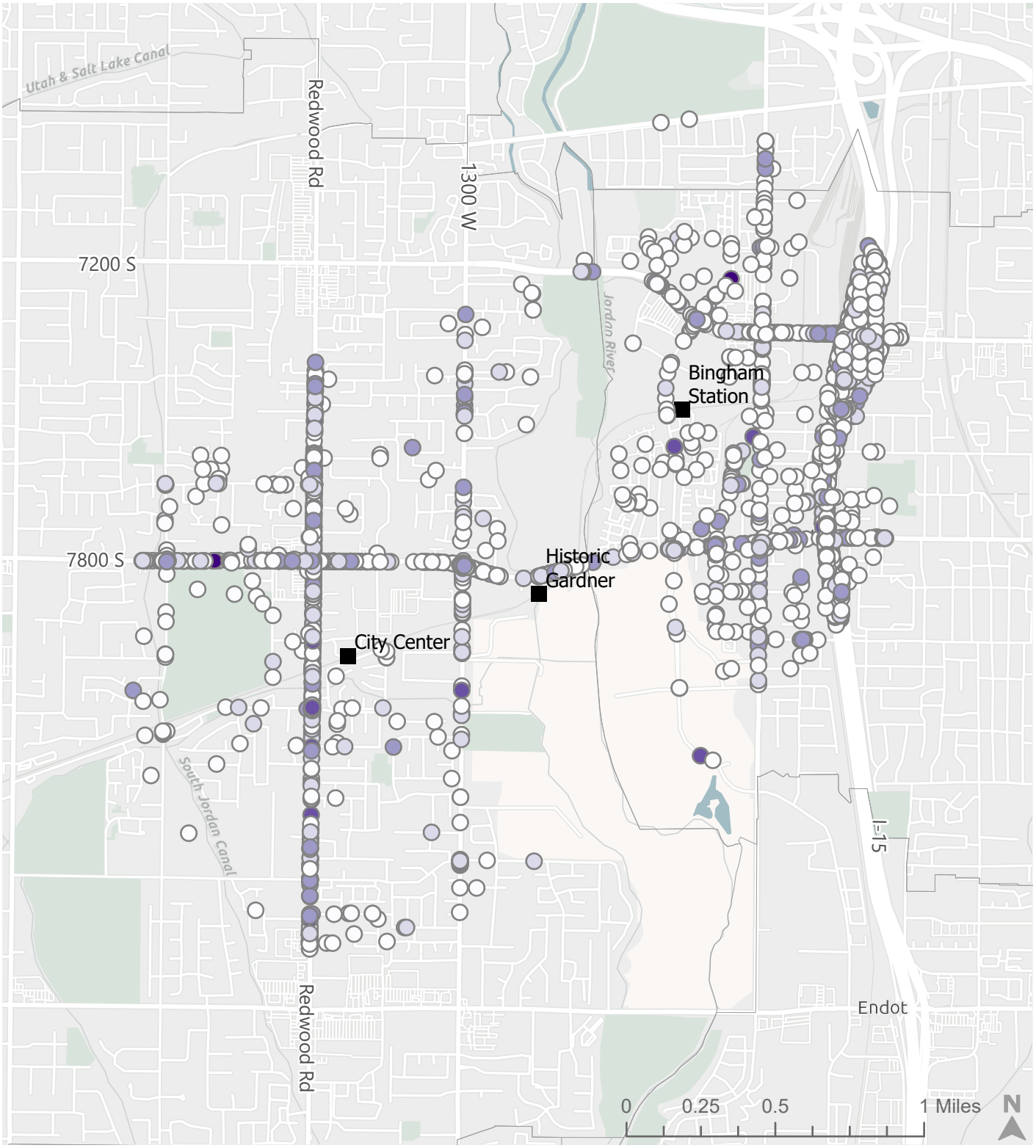
While other locations along 7800 South are the site of automobile crashes, the crossing between Historic Gardner Station and Gardner Village is the site of a higher number of pedestrian- or cyclist-involved crashes when compared to other station areas examined in this safety review.

West Jordan City Center

Within the study period, there have been 366 injury crashes report in the area surrounding West Jordan City Center station. Of those, three have been fatal crashes and an additional 34 have been serious injury crashes. Of those 37 fatal or serious injury crashes, none involved cyclist and three involved pedestrians, with one of the pedestrian-involved crashes being a fatal crash.

The intersection of Redwood Road / 7800 South sees a substantial number of crashes for all modes when compared to other locations in the station areas, with Redwood Road being the site of many crashes throughout the station area.

Automobile crashes in the station areas are presented in **Figures 10 and 11**. Crashes involving pedestrians and cyclists are presented in **Figures 12 and 13.**



Stations

Crash Severity

- No injury/PDO
- Possible injury
- Suspected Minor Injury
- Suspected Serious Injury
- Fatal

Figure 11

Station Area Automobile Crashes by Severity

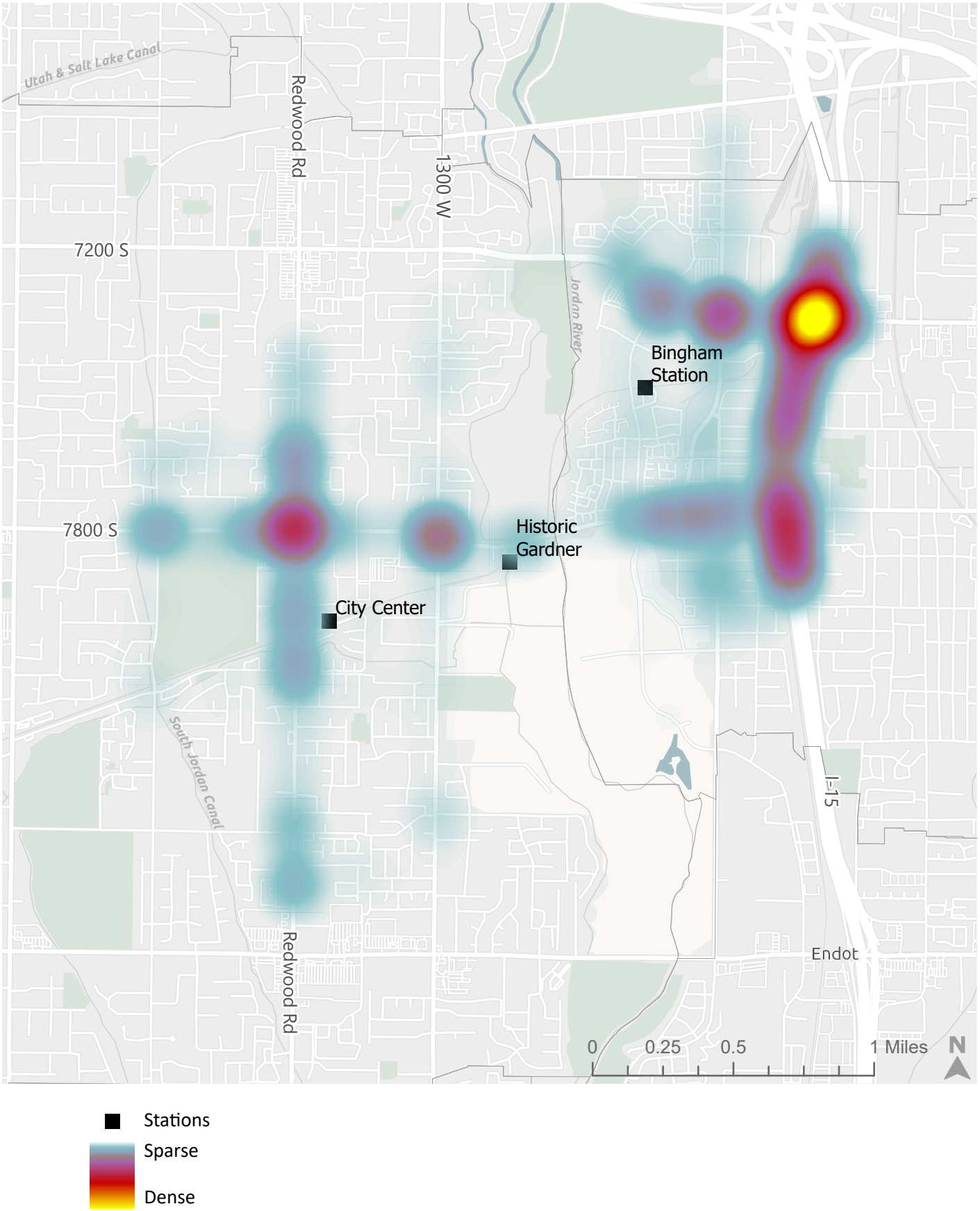
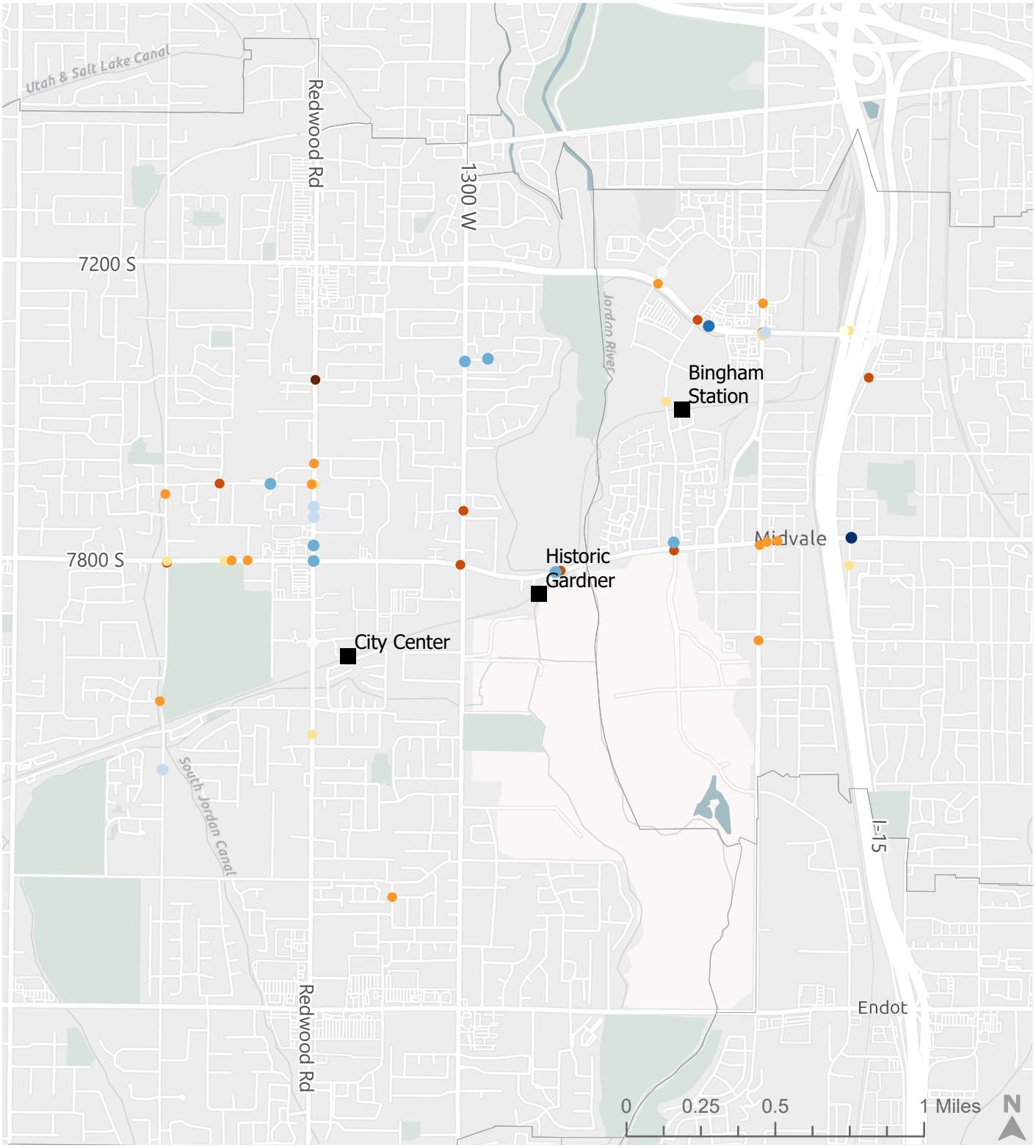


Figure 10

Station Area Automobile Crash Density



Pedestrian Crashes

Crash Severity

- No injury/PDO
- Possible injury
- Suspected Minor Injury
- Suspected Serious Injury
- Fatal

Bike Crashes

Crash Severity

- No injury/PDO
- Possible injury
- Suspected Minor Injury
- Suspected Serious Injury
- Fatal
- Stations

Figure 12

Station Area Pedestrian and Cyclist Crashes by Severity

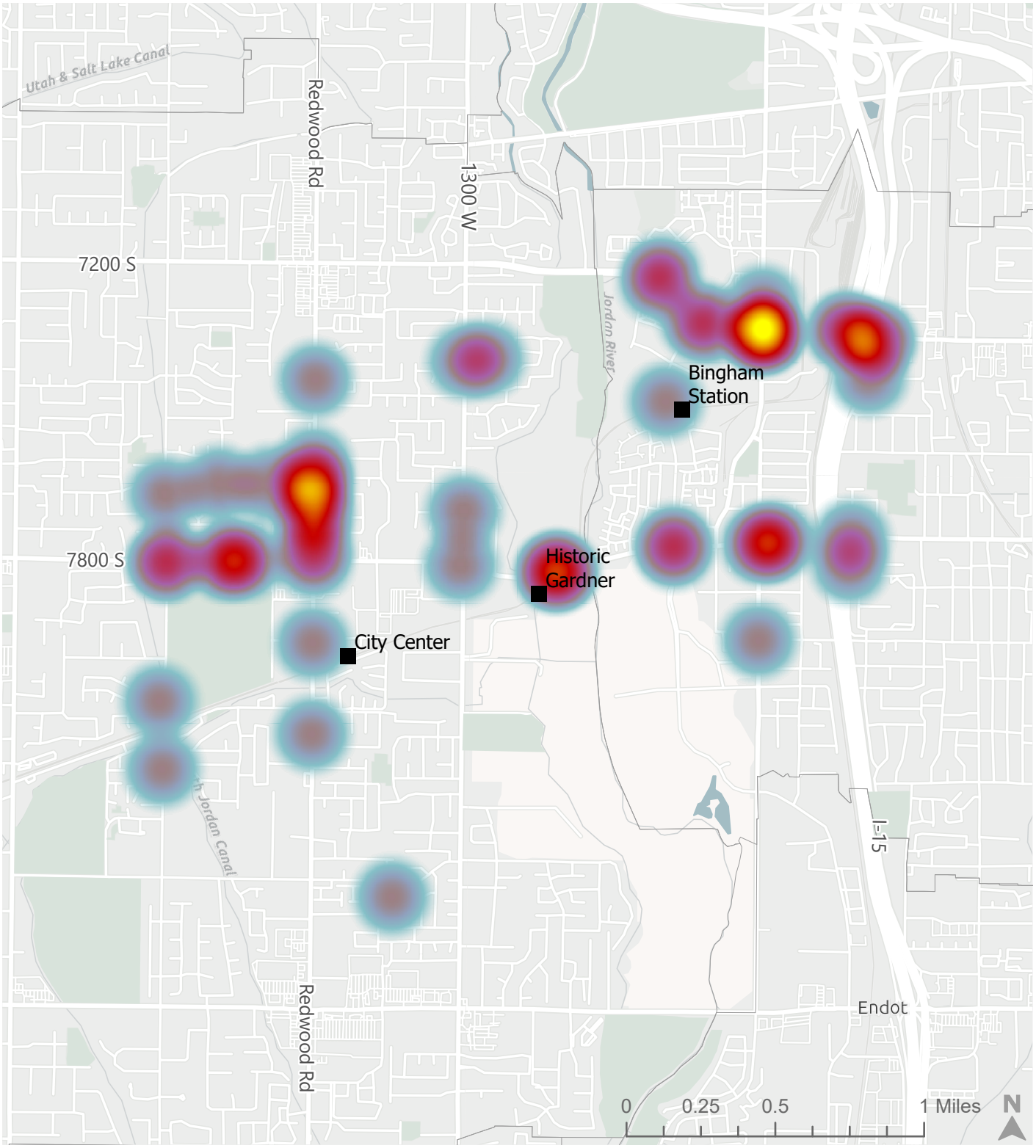


Figure 13

Station Area Pedestrian and Cyclist Crash Density

Station-Area Constraints

Challenges to be overcome in the transportation networks surrounding each station are not insignificant, and each station presents unique variables to consider. However, with a concerted effort and longer-term planning, none are insurmountable.

Bingham Junction

Adjacent development patterns come with limited permeability for travel by all modes, negatively affecting access to the station for anyone not arriving by car, particularly limiting east-west connectivity in the station area.

Historic Gardner Station

The agricultural (and agricultural-adjacent) uses to the south of the station are an impermeable barrier to accessing the station, with 7800 South presenting a substantial barrier to multimodal access immediately to the north. While Gardner Village is extremely close to the station, multimodal access is limited by challenging changes in grade and a long crossing of 7800 South.

West Jordan City Center

Redwood Road, which is controlled by UDOT, functions both as West Jordan's Main Street and a critical north-south transportation connection. Given UDOT's control of this crucial corridor, substantive changes will require sustained, focused planning efforts in collaboration with UDOT to pursue positive changes along the Redwood Road as West Jordan aims to strengthen its downtown.

Station-Area Opportunities

Opportunities for improvements in the transportation settings in each station area are numerous, though more straightforward opportunities for obvious improvements are summarized below. Based on available parking utilization data, all three stations have excess parking supply, and the area devoted to that underused parking should be repurposed for other, more productive uses.

Many area roadways could support improved cycling and walking facilities, as rights of way and existing lane widths suggest that space is available. However, given the size of area roads and resulting intersections, specific attention should be devoted to how those intersections are treated.

Bingham Junction

Improving or simplifying multimodal connections to Downtown Midvale and the Jordan River Trail from Bingham Junction Station will both support regional travel to and from key destinations in the station area, and promote transit as a more viable option in Midvale.

Historic Gardner Station

Improving connections between the station and Gardner Village, either via surface streets or the Jordan River Trail, will increase visitation to a popular destination and ensure that transit is an increasingly viable means by which to access Gardner Village.

West Jordan City Center

The significant amount of potential redevelopment immediately north of City Center station suggests that a genuinely walkable neighborhood could be developed within the boundaries of 7800 South, Redwood Road, and the TRAX alignment. Such an environment will be supportive of both transit use and increase the livability of West Jordan at large.



APPENDIX C

DESIGNWORKSHOP
Landscape Architecture
Planning
Urban Design
Strategic Services

120 East Main Street
Aspen, Colorado 81611
970.925.8354
designworkshop.com

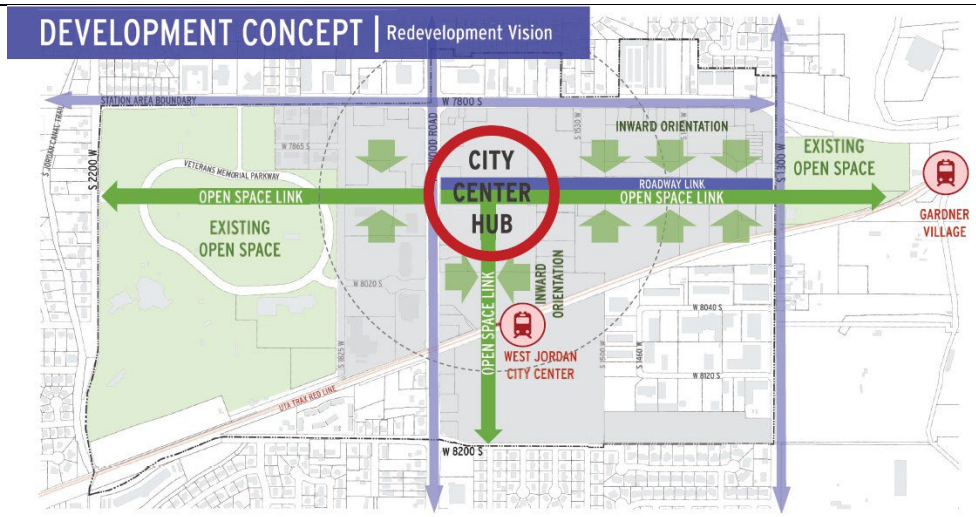
MEMORANDUM

To:	Byron Head, WFRC; Tayler Jensen, West Jordan; Adam Olsen, Midvale City
From:	Design Workshop
Date:	February 14, 2023
Project Name:	West Jordan & Midvale Station Area Plan
Project #:	7024
Subject:	Existing Plan Review

The following memo includes a review of existing plans and documents created by and for West Jordan that are relevant to the Station Area Plan.

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Midvale Main Street Small Area Plan 20
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Midvale Downtown Arts District – Market Study 24

Image	
Document Name	**West Jordan City Center Station Area Plan**
Written By	Unknown Consultant
Publication Year	2019
Summary (50 – 100 words)	The 2019 City Center Station Area Plan outlines a 30-year redevelopment plan for 2,200 dwelling units (30-60 gross DU/acre) and envisions the neighborhood as West Jordan's main street. The plan utilizes UTA's TOD principles, prioritizing walkability and bicycle access, connectivity, and mixed-use development with access to green/public spaces.
Pull Quote	*"Existing auto-oriented light industrial uses don't support a walkable mixed-use city center area."* *"Properties owned by the Jordan School District and UTA have strong potential for redevelopment and these agencies are willing partners in the process."*
Key takeaways	**Overall Concept** - The overall concept includes a center city hub a quarter-mile north of the TRAX platform with open space links (bike and ped trails) connecting to regional destinations. The east-west open space link connects the Veterans Memorial Park and West Jordan Parks and Recreation, Gardner Village TRAX station and the Jordan River Trail. The north-south open space link connects the city center hub to the station and the neighborhood south of the TRAX line. - Development along the open space links should be oriented inward to support planned retail and commercial development with strong ped and bike facilities. - Parcels would be redeveloped on a fine-grained grid (based on UTA's TOD guidelines), that creates a pattern of walkable blocks. **Transportation** - Redwood Road provides significant drive-by exposure for the city center area (40k ADT) and is a potential future BRT route. The Jordan River Trail is a regional recreational walking and biking amenity. Planned future recreational amenities include the 1300 South bike lane and Rail Trails.

Existing TRAX Red Line and bus service provide transit options. UTA's TOD guidelines include short-to-medium block lengths (no longer than 350 ft.) and a grid-like street network.

- A proposed extension of 7900 South, connecting Redwood Road to 1300 West, will increase trips along this roadway, supporting planned retail and commercial uses while alleviating congestion on parallel routes.
- New public ROW are 60 ft wide and include: two 12 ft. sidewalks, two 8 ft. parking lanes, two 10 ft travel lanes.
- A north-south station promenade would strengthen the ped and bike connection and include: one 12 ft sidewalk, one 20 ft promenade, two 8 ft parking lanes, two 10 ft travel lanes.
- A neighborhood park is proposed south of the transit station to create a focal point and sense of place for residents. The park is connected to the station platform by the station promenade.

Long-term Redevelopment (30-year buildout)

- Multi-family housing around the TRAX station area, in the center of the long-term redevelopment area in a variety of housing typologies.
- Office located near the corner of Redwood Road and 7800 South
- Research office park located near the intersection of 7900 South and 1300 West
- Retail anchor and street-oriented shops off Redwood Road to provide high drive-by visibility and convenient access to encourage development of a retail main street.
- Commercial uses located along the promenade street within ground floor of multi-family buildings and parking structure. Ground floor commercial should have transparent windows, canopies and include entrances off the promenade street. Commercial should also be located near the intersection of 7800 South and 1300 West to capture drive by visibility.
- Parking structure at the intersection of Redwood Road and 8020 South

LONG-TERM REDEVELOPMENT | 30-Year Buildout

LAND USE	DENSITY (DU/AC)	DWELLING UNITS	FLOOR AREA (SF)
MULTI-FAMILY	30-60 GROSS	2,200	-
RETAIL	-	-	110,000
COMMERCIAL	-	-	65,000
OFFICE	-	-	310,000
RESEARCH OFFICE	-	-	300,000
TOTAL	30-60 GROSS	2,200	785,000



Short-term Redevelopment (Phase 1b: 10-year buildout)

- Phase 1b illustrates a 5-10 year city center vision and includes a range of uses. Eight property owners will be impacted in the short-term (full list on

page 27). It includes additional Multi-family Housing north of the Phase 1 housing and Office at the corner of Redwood and 7800.

SHORT-TERM REDEVELOPMENT | Phase 1: 10-Year Buildout

LAND USE	DENSITY (DU/AC)	DWELLING UNITS	FLOOR AREA (SF)	AREA (GROSS)	PARKING SPACES (REQ.*)	PARKING SPACES (PROV.)
MULTI-FAMILY	40 (GROSS)	1,200	-	-	1,490	990
RETAIL	-	-	70,000	-	260	-
COMMERCIAL	-	-	18,000	-	55	-
OFFICE	-	-	70,000	-	210	210
PARKING STRUCTURE	-	-	-	-	-	530
ROADS	-	-	-	7,300 LF	-	-
PARKS, PLAZAS PROMENADES	-	-	-	95,000 SF	-	-
TOTAL	40 (GROSS)	1,200	158,000	-	2,015	1,730



Short-term Redevelopment (Phase 1a: 5-year buildout)

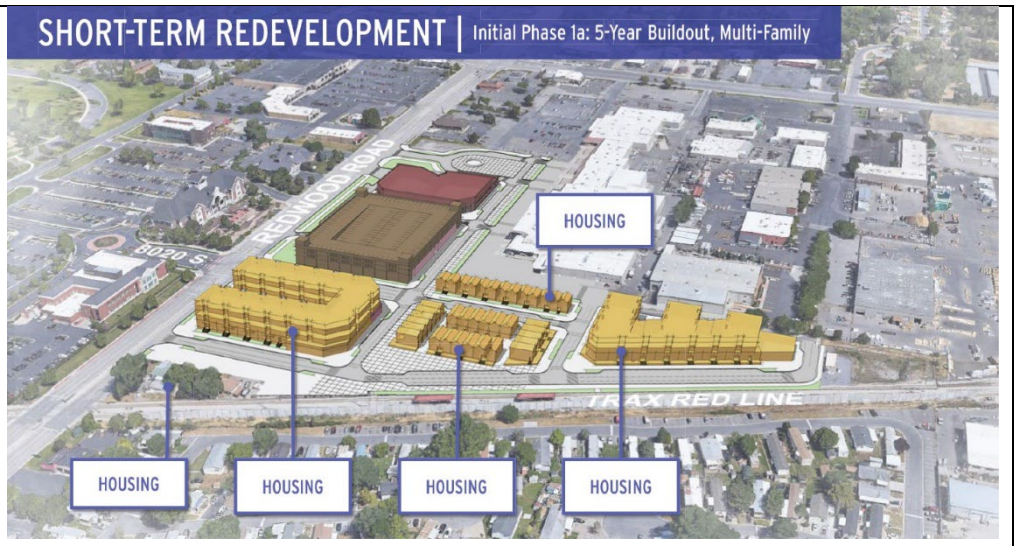
- Phase 1a prioritizes the following projects: Center City Square, Station Promenade, Station Square, Multi-family housing (located on the UTA property immediately adjacent to the station), Parking Garage and Ground Floor Commercial (located on Sundborn property), Retail Anchor and Shops (located on school district property, adjacent to City Center Square).

SHORT-TERM REDEVELOPMENT | Initial Phase 1a: 5-Year Buildout

LAND USE	DENSITY (DU/AC)	DWELLING UNITS	FLOOR AREA (SF)	AREA (GROSS)	PARKING SPACES (REQ.*)	PARKING SPACES (PROV.)
MULTI-FAMILY	60 (GROSS)	485	-	-	600	190
RETAIL	-	-	38,000	-	145	-
COMMERCIAL	-	-	14,000	-	40	-
PARKING STRUCTURE	-	-		-	-	530
ROADS	-	-	-	4,000 LF	-	-
PARKS, PLAZAS PROMENADES	-	-	-	55,000 SF	-	-
TOTAL	-	485	52,000	-	785	720



Key images	

	
Other Plans Referenced & Data Sources	Redwood Road Corridor Master Plan UTA TOD Guidelines •

Previous City Center Plans

Several plans have been created for City Center over the decades. They are summarized below.



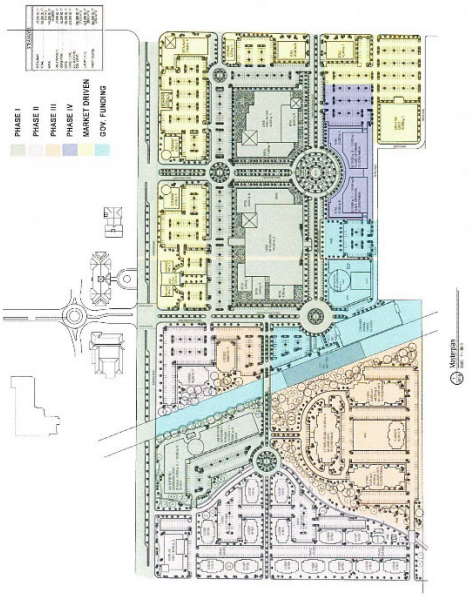


BABCOCK – City Center Concept, 2014

Pros: skybridge creates a sense of place, not sure how feasible it is; some believe a bridge will be necessary to cross Redwood
Cons: UDOT is not interested in traffic calming at the expense of efficiency; separation of uses, horizontal, heavy retail

Summary:

- Horizontal mixed-use (it was more about construction economics at the time the plans were developed than anything else; city council is in favor of height)
- Strip mall type retail
- Large box retail
- Focuses on redevelopment of School District parcel and UTA parking lot
- Inward focused: green spine from TRAX station to new core
- Proposed phasing: large retail first, then housing

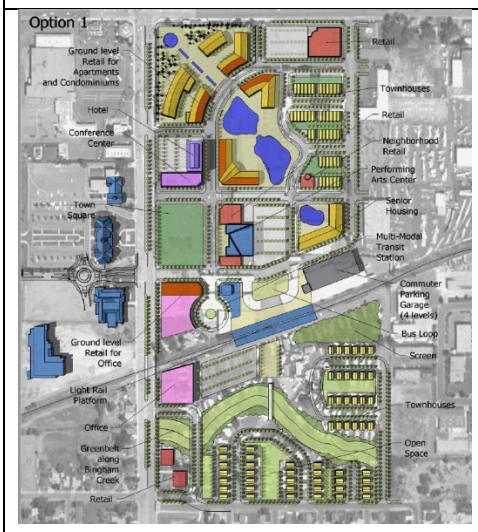


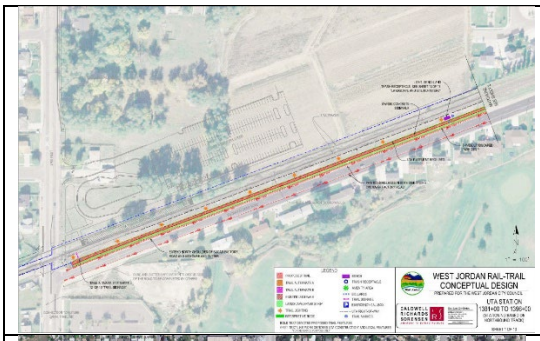
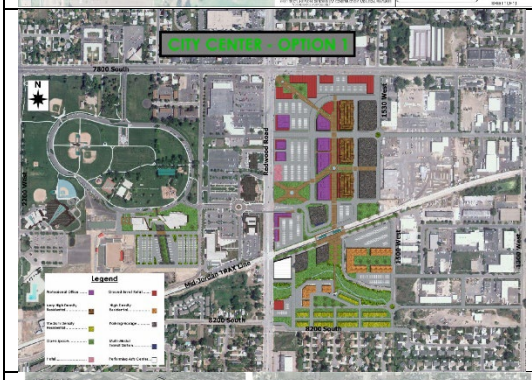
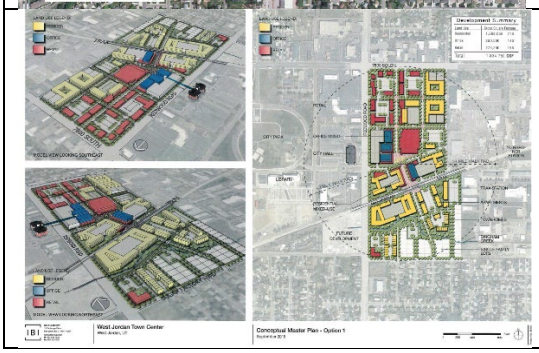
BEECHER – The Jordan Town Center, Year Unknown

Pros: phasing, differentiates what's market-driven vs. gov't funded;
Cons: not walkable, big box stores

Summary:

- Redevelopment on both sides of TRAX lines
- Horizontal mixed-use
- Inward focused
- Large box retail as anchors
- Series of central spaces/ nodes connected through boulevard style streets
- No clear connection to existing civic uses or Veterans Park, 4 phases

	• Perspective shows large amounts of surface parking lots/ not walkable or pedestrian friendly/ car-oriented development
	J STATION – Master Plan, Year Unknown Pros: N/A Cons: giant parking lots, not walkable Summary: • 24 units x acre • Horizontal mixed-use • Focuses on redevelopment of School District parcel and UTA parking lot • Large box retail ad strip mall type commercial • Large amounts of surface parking lots/ not walkable or pedestrian friendly (north side design is a huge parking lot with some retail around it) • Car oriented development • Lack of community or gathering spaces • Lack of connections across Redwood Road or other areas • Residential redevelopment focuses on south side of TRAX lines
	LMN – West Jordan Downtown Revitalization Plan Pros: land use element and urban use element document Cons: internal focused, don't connect beyond the site Summary: • Mostly horizontal mixed-use, some vertical mixed-use • Establishes some connections to west side of Redwood Rd. proposes defined pedestrian crossings at two points • Incorporates Bigham Creek • Importance of green areas and central spaces (Town square, green space/ core, linear green area along creek) • Recycle some ideas

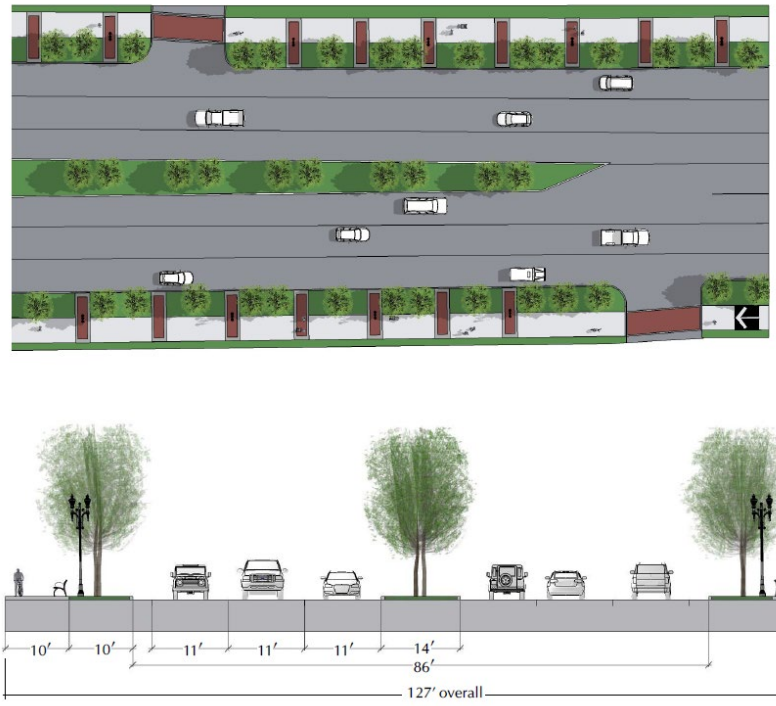
	RAIL TRAIL – West Jordan Rail Trail Conceptual Design, 2009 Summary: Creates connectivity between stations and Jordan River Trail, Incorporate into SAP concepts (bring into Cad)
	UNKNOWN – Similar to LMN layout Pros: pedestrian connectivity north-south and east-west off main corridors Cons: frontages, lots of parking
	IBI – Pros: office and residential-wrapped parking structures Cons: not tall enough (9-13 stories could get support)

Cover Page	
Document Name	**Redwood Road Corridor Master Plan Report**
Department Issuing	West Jordan City (written by MGB+A and Fehr & Peers)
Publication Year	2017
Summary (50 – 100 words)	The Redwood Road Corridor Plan provides recommendations and strategies for improving the aesthetics, safety, and functionality of the street to attract businesses and residents and to set the West Jordan City apart from other cities along the corridor. Redwood Road is a regionally significant state highway (SR-68), owned and maintained by UDOT. Due to varying land uses along the 4-mile corridor, a single design concept is not appropriate along the entire corridor. The plan notes that as plans are developed for City Center TOD, it will be important to coordinate design themes with what is being planned for Redwood Road.
Pull Quote	*"The design amenity guidelines use principles of urban design to improve the aesthetics and walkability of the corridor* ***with the overarching goal of creating a sense of place and arrival*** *when traveling to West Jordan City or within the city to visit one of the many commercial centers."* *"Pedestrian accessibility at West Jordan City Center Station ranks 45th out of 50 TRAX stations."*
Key takeaways	**Summary** - The plan includes two key features: intersection treatments to enhance ped crosswalks and general aesthetics; maintains 3 travel lanes in each direction. The addition of medians adds beautification and slows traffic. - Ped enhancements are concentrated in commercial centers and bike routes are encouraged in residential neighborhoods adjacent to the corridor for safety and comfort of cyclists

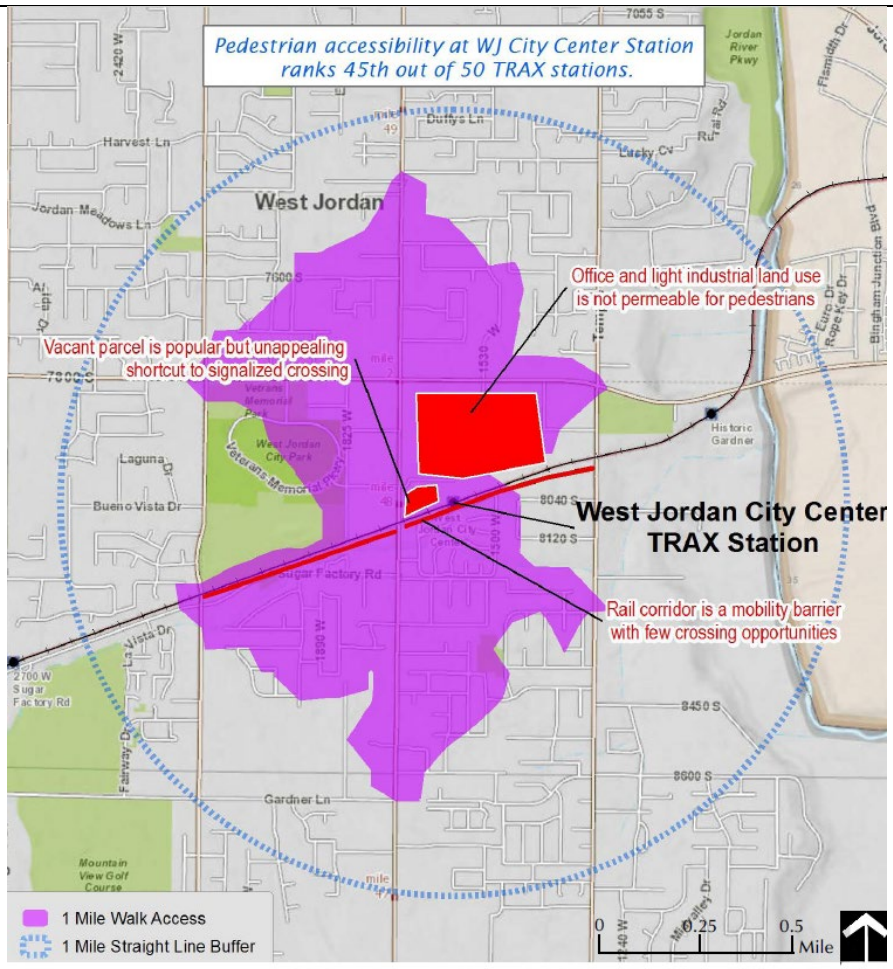
	- The plan includes design guidelines to improve the overall aesthetics and walkability of the corridor with the goal of creating a sense of place and arrival. Recommendations include wider sidewalks with accent paving, wider planting strips, planted medians, artistic elements at key intersections, and coordinated site furnishings - Pedestrian accessibility in the study area is emphasized, as well as connection across the corridor from the public buildings to the future TOD. Specific recommendations or guidelines are not provided. - Note: The market and economic analysis was completed before Covid-19. **Key Metrics** - Walkability index = 30% - Ranked 45th out of 50 TRAX stations in walkability - Approximately 217 driveway access points (average spacing of 54 feet) - Average 245 collisions/year (2013-2017) **Right-of-Way** - The current ROW is 106' including park strips and sidewalks. Curb-to-curb paving is about 86'. - Per the proposed concepts, for 3 travel lanes in each direction and a turn lane, the curb-to-curb paving requires roughly 100'. With additional space for sidewalk and park strip features, the minimum ROW is 120-130'. The plan suggests full property takes to acquire the land as opposed to acquiring small parcels close to the roadway. **Crash Data** - Safety concerns along the corridor are attribute to several factors including but not limited to; vehicle speed, multiple driveway access points, relatively high vehicular volume, inadequate bike/ped facilities/crossings. - Over a period of 2 years (January 2012 – December 2013), there were 735 collisions, for an average 245 per year. Most collisions reported were due to failure to yield right-of-way (34%), following too closely (26%), and improper turning (11%). - 14% of collisions were associated with commercial or residential driveways, 20% were associated with T-intersections (which are not signalized), 22% were reported to occur at 4-leg intersections (signalized), while 41% were not associated with a roadway junction or feature **Proposed Concept** - The proposed concept for the study area section of the corridor includes:

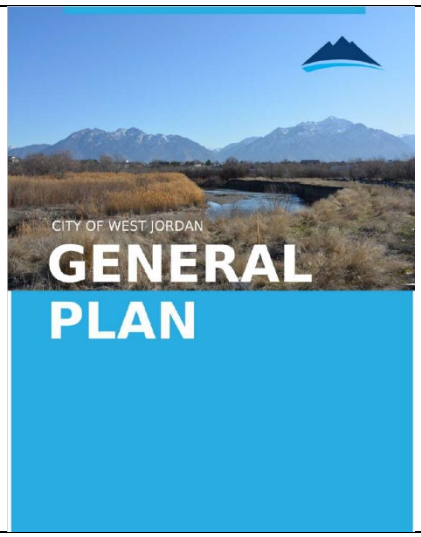
- Streetscape enhancements: special paving, lighting, bus shelters, gateway elements to create a sense of place and arrival
- Intermediate center medians create opportunities for landscaping and visually reduce the corridor's expansiveness
- Minimal impediment to traffic flow or turning movements
- Reduction of driveway curb cuts where feasible, especially near intersections
- Emphasis on improvements of ped/bike facilities (shared multi-use path, separate from roadway) with wide landscaped buffer between path and road
- Signalized mid-block crossings
- Improved transit pullouts and circulation

DESIGN TREATMENT SCENARIO #1

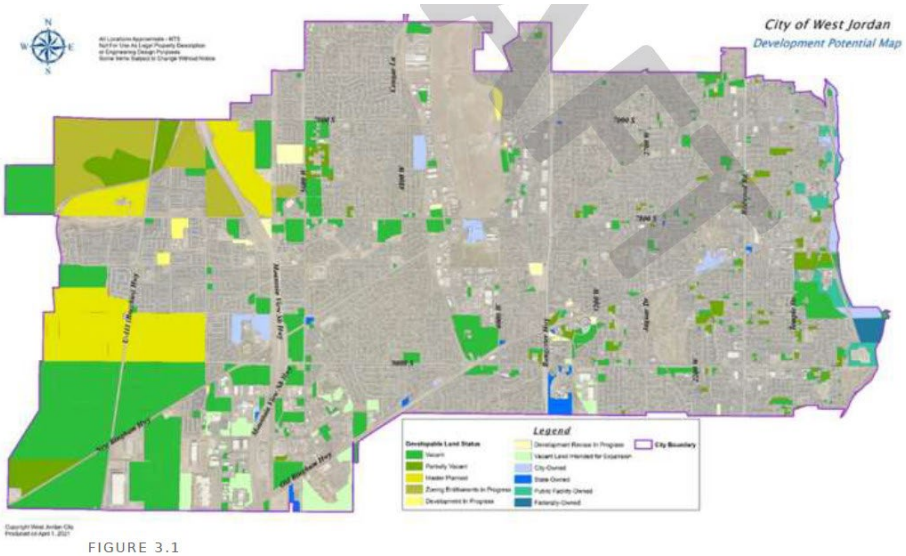


Proposed treatment for Redwood Road corridor between 7800 and 8200, which includes the station area.

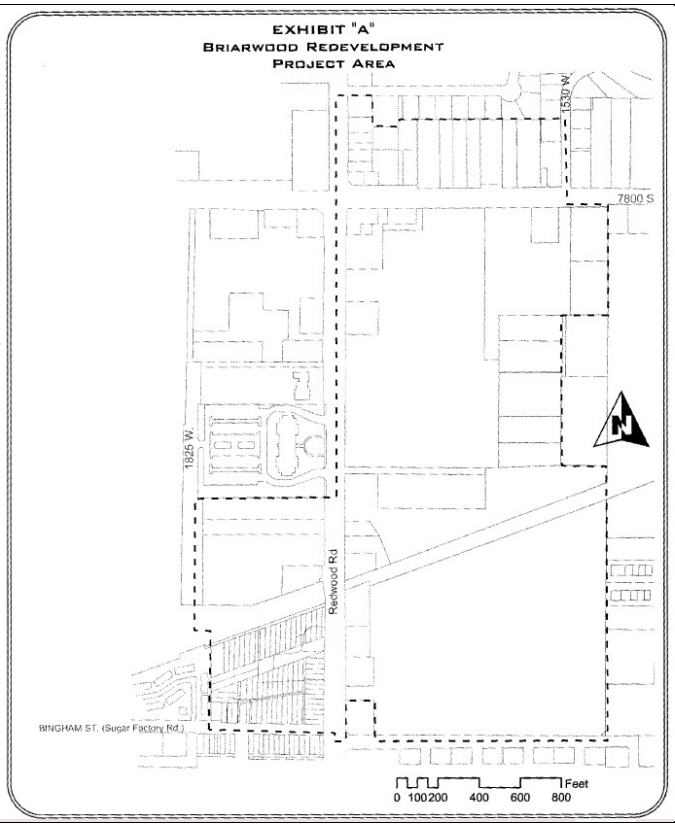
Key images	 *Image 9. Pedestrian mobility around West Jordan City Center TRAX Station. Image credit: Fehr + Peers.*
Other Plans Referenced & Data Sources	N/A •

Cover Page	
Document Name	**General Plan DRAFT**
Department Issuing	Planning Department
Publication Year	2022
Summary (50 – 100 words)	The General Plan update provides a long-term vision for the West Jordan City. Chapters focusing on City Center and TOD provide general guidelines for planning and design of the City Center TOD, which should exemplify a high level of urban design. Emphasis in the TSOD overlay is on bike and pedestrian accessibility, comfort, convenience, and visual interest. Plans for this overlay should prioritize the public realm, including public art, gateways to emphasize arrival and departure, and mixed use development.
Pull Quote	*"Provide facilities for people, i.e., public restrooms, places to relax, and protection from the elements."*
Key takeaways	**Social Health and Opportunity statement:** Social health and opportunity means that residents have equal access to jobs, transportation, education, housing, government, and recreation. [It] also means protection from nuisances and hazards. Investing in social health and opportunity supports the other sustainability components of environmental protection and economic vitality. Strategies relevant to this plan include locating high-density residential and mixed-use development near public transit facilities, encouraging the development of senior and affordable housing, and equally distributing recreational amenities throughout the City. **Growth Management:** The current population is around 117,000 people and available land is about 75% developed. A growth management challenge is planning infrastructure for expansion west while providing capacity for infill and redevelopment on the eastern half of the city. Some key takeaways: (1) Future sales tax generation will require providing retail opportunities close tor residential and employment areas; (2) reducing commute times, congestion, and air pollution are major concerns that can be addressed by encouraging employment closer to residential growth areas and employment centers that offer work-from-home options; (3) quantity, character, and mix of housing have a significant impact on the location of future employment centers. Housing must meet the needs of workers. The City recognizes that it needs

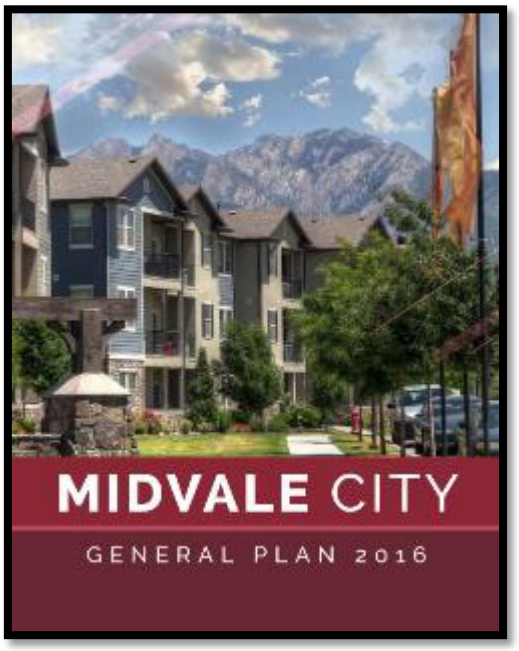
	to accommodate increasing demand for a wide range of housing choices. TOD is one of the 11 growth management strategies outlined in the General Plan. **Urban Design:** High quality **u**rban design is important to maintain the quality of development and character of neighborhoods in West Jordan. Gateways are of particular importance and the study area includes 3 listed gateways zones: 7800 South, Redwood Road, TRAX Stations. Creating a sense of place and arrival will be important factors in the final concept plan. The General Plan also highlights Crime Prevention through Environmental Design (CPTED) principles, including natural surveillance ("eyes on the street"), natural access control, territoriality, maintenance, activity support, and order maintenance - all of which are naturally aligned with TOD design guidelines. City Center is a top priority and should exemplify a high level of urban design through appropriately scaled buildings, visual coherence, and a sense of place. **Land Use:** TOD is highlighted as a land use typology with significant benefit to the community, including incentivizing public transit, increasing affordable housing, providing opportunity for mixed use, and increasing tax base for property and sales tax. Cons of TOD include the necessity of willing property owners, and that they place burden on existing water and sewer facilities (if a zoning change with higher density is implemented without careful planning). **City Center and Neighborhood Transit Station Overlay District (TSOD) Center Land Use**: The purpose of this designation is to create pedestrian-oriented areas with a densely integrated and synergetic mix of residential, commercial, professional office and civic development in a **traditional main street or downtown character. Relevant goals in this section include:** 1. Provide well-designed, aesthetically pleasing, and efficient City Center and Neighborhood Center areas. 2. Provide well-designed, aesthetically pleasing, and efficient commercial areas within the city of West Jordan. 3. Evaluate and update sections of the zoning ordinance and zoning map to incorporate more mixed-use development in the City. 4. Encourage the location and redevelopment of public facilities and associated services to best serve the needs of the community. 5. Encourage the imaginative, creative, and efficient use of land in master planned communities. **Transportation:** Relevant to this plan are the existing standards for street typologies listed on page 86 of the General Plan. The transportation goals outline in the plan that are relevant to this site are: 1. Establish a multi-modal transportation system 2. Provide safe and efficient movement of traffic within the City **3.** Develop a transportation management program **4.** Ensure the use of bicycle and pedestrian transportation systems

	5. Support residential traffic calming **6.** Improve the aesthetic quality of the City's streets **Housing:** Like many communities along the Wasatch Front, West Jordan is negatively affected by a shortage of available housing. More units are required to accommodate growth. Housing guiding principles and goals include: 1. Preserve the identity of West Jordan as a family-oriented community through providing a range of housing types, styles, and sizes to fit the various needs of the family lifecycle. 2. Provide housing that serves residents who require specialized facilities or locations (i.e. seniors/group homes) **Environment, Water:** Relevant goals include: (1) Support all economically justifiable options for environmental sustainability; (2) Support the development of neighborhood gardens; (3) Implement and encourage principles of sustainable water use and water-conserving landscaping for new development. **Parks and Recreation: Relevant goals include** 1. Maintain Parkland service levels 2. Provide a diversity of parklands and associate activities 3. Provide and maintain recreation facilities that meet the needs of residents and that are financially stable 4. Support implementation and extension of the citywide trails network 5. Promote use of trails as an alternative transportation mode
Key images	 FIGURE 3.1 DEVELOPMENT POTENTIAL MAP

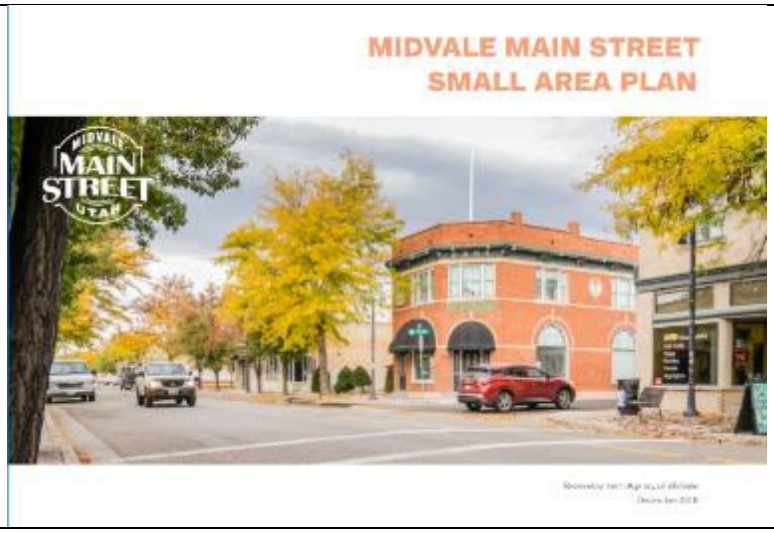
Other Plans Referenced & Data Sources	•

Image	
Document Name	**Briarwood Redevelopment Project Area Plan**
Department Issuing	Redevelopment Agency of West Jordan City
Publication Year	2003
Summary (50 – 100 words)	The Briarwood RDA Project Area Plan addresses an area ("Exhibit A") in transition from industrial and single-family residential and underutilized commercial to and active commercial, office, high density residential and mixed use, central business district and transit-oriented use area.
Pull Quote	
Key takeaways	Overall Redevelopment Objectives 1. Remove structurally substandard buildings and replace them with new construction, rehabilitation of appropriate buildings, eliminate deficiencies such as irregular lot subdivision, improper drainage and weeds 2. High level of architecture, landscape, and urban design principles 3. Strengthen tax base and economic health of the region 4. Support improvement of public transportation systems and multi-modal users 5. Improve pedestrian infrastructure and public spaces including plazas 6. Eliminate blighting factors and influences 7. Promote the implementation of community-developed goals and General Design Objectives Developers are expected to obtain the highest quality design and development and each proposal will be considered subject to approvals by various City departments and agencies. The overall redevelopment will:

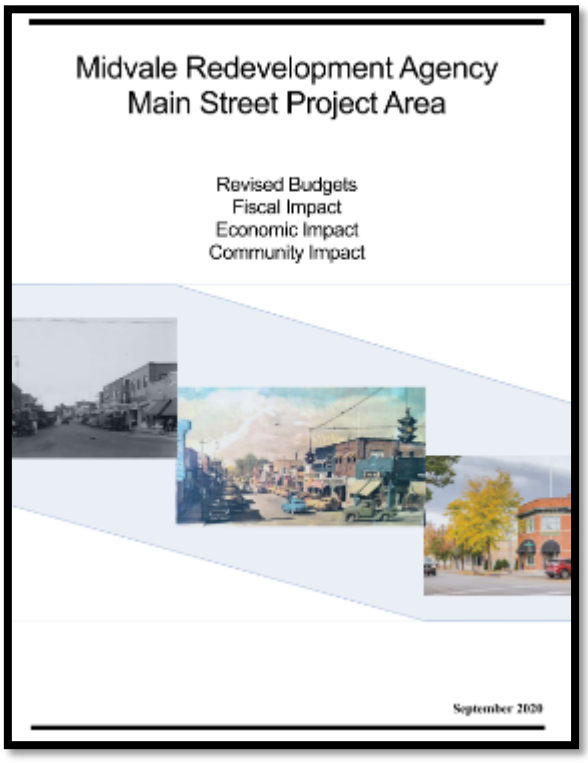
	1. Provide an attractive urban environment 2. Blend harmoniously with surrounding areas 3. Provide for well-landscaped areas in relation to new buildings 4. Provide parking areas appropriately screened and/or landscaped to blend harmoniously with the area 5. Provide open space and pedestrian areas which are oriented to maximum use and optimum separation and protection from vehicular traffic 6. Maintain off-street parking to the maximum degree 7. Enhance the built environment and sense of place of West Jordan downtown area 8. Establish a higher density and mixed-use center and central business district Plan Limitations 1. A time limit of no more than 5 years after the effective date of this plan for the Agency to commence acquisition of land through eminent domain 2. A time limit of no more than 25 years after adoption of this plan for tax increment from the RDA to be paid to the Agency unless the taxing entity committee consents to a longer period The plan states, "The increase in property values will help transition land from its current residential use to commercial, office, and high-density residential uses." **The 2023 DW plan should include recommendations to prevent or avoid displacement.**
Key images	
Other Plans Referenced & Data Sources	The plan is consistent with and conforms to the city's General Plan, Downtown Action Plan (DAT), Downtown Overlay Zone, and Brownfield Economic Redevelopment Plan

Cover Page	
Document Name	**Midvale City General Plan 2016**
Department Issuing	City of Midvale
Publication Year	2016
Summary (50 – 100 words)	The General Plan establishes a vision for the future of the city and serves as a policy document for decision making for the development of Midvale over the next 8-10 years.
Key takeaways	- There are opportunities for better east-west connectivity by ensuring that new developments have good connections to existing developed areas. ○ As space for transportation is limited, planning must not only identify opportunities for merging compatible transportation modes, but also ensure complementary uses of different streets and transportation routes. (Vehicular Network maps pg. 27-28) - The City of Midvale has the potential to be a much more walkable city. The area's TRAX stations provide an important non-vehicular access route to the region. The area of Midvale east of I-15 contains many pedestrian destinations barricaded by high-volume, fast-moving traffic. Redevelopment of these areas will provide opportunities to improve walkability, especially near TRAX stations. **A more direct connection could be made from the Main Street area to the Bingham Junction** TRAX station. (Existing and Planned Pedestrian Network map pg. 37) - Creating attractions that can be developed at Bingham Junction can increase the amount of tourism in Midvale - Number of opportunities within Midvale for improved connectivity including the extension of Bingham Junction Blvd. through Jordan Bluffs - There are opportunity areas surrounding Bingham to broaden transportation networks by incorporating pedestrian, bicycling and transit alternatives - Opportunity to develop art through the Bingham Junction public art program

	- **Goals:**
	  o Improve roadway connectivity to the east and west in Bingham Junction
	  o Improve pedestrian and bicycle path connectivity to the Main Street and Jordan Bluffs areas
	  o Support redevelopment of the adjacent area to the east to blend and enhance any redevelopment if the Jordan Bluffs Area
	- Maximize the walk shed around the three TRAX stations. Only 53% of the Fort Union and 35% of the Bingham Junction half mile walk sheds are achieved

Cover Page	
Document Name	**Midvale Main Street Small Area Plan**
Department Issuing	VODA Landscape + Planning
Publication Year	2018
Summary (50 – 100 words)	The purpose of the Small Area Plan is to take advantage of existing opportunities to strengthen the City's economic base through the revitalization of the Main Street area. The goals of this planning document are built on City goals from the Midvale General Plan, the Redevelopment Agency, and the Economic Development Department.
Key takeaways	Area Recommendations - Transportation and multi-modal connectivity issues are largely due to the surrounding infrastructure that encloses the neighborhood. Need to address pedestrian and bicycle network gaps - Historic preservation and facade improvement - Current urban design and public realm diminish the quality and experience of Main Street - improve the experience by creating a sense of place and improving neighborhood experience

	- Growing interest in more walkable, urban residential development **Transportation and Connectivity** - Transportation assets include close proximity to a TRAX rail station, arterial roadways, and nearby access to I-15. A central location in the valley is also a significant asset that should be amplified for business expansion. - Main Street needs to improve connection to TRAX station and Jordan River Parkway - Existing pathways connecting Main Street and parking areas are subpar **Street Improvements** - With narrower car lanes and other features introduced, neighborhood streets of Midvale could become more friendly to pedestrian and bicycle use **Urban Design & the Public Realm** - New projects should design more active and public facing uses for key frontages along public streets in the area. - The streetscape elements along Main Street should be consistently implemented along the corridor. The south end of Main Street has the highest concentration of complete street elements. - Future streetscape improvements include: Street trees, planters, paving, striping, bump outs (new ones should match existing bump outs), street furniture, lighting, signage. - Most existing parking lots in the commercial area would benefit from an upgrade. Trees and landscape improvements in the parking areas will further communicate support of a high-quality urban environment. - There is a lack of public space in the Main Street area. The only existing public space is a paved area for basketball and tennis. Providing additional public space will meet the needs of local businesses, residents, and consumers. It will also be useful for increasing visitor numbers and visit time. - Midblock connections are an effective way to increase pedestrian connectivity within a neighborhood. There is currently one midblock connection on Main Street located halfway between Center Street and 1st Avenue. Increasing visibility will help pedestrians locate the connection. It can be made more pedestrian friendly with new amenities such as upgraded landscaping and benches.

Cover Page	
Document Name	**Midvale Redevelopment Agency: Main Street Project Area (Budget and Impact Report)**
Department Issuing	Redevelopment Agency of Midvale City
Publication Year	2020
Summary (50 – 100 words)	Midvale City has a unique and historic Main Street. Because very few cities in Utah still have a historic Main Street corridor, Midvale City is seeking to improve and leverage this asset. One goal, as stated in the Midvale Main Street Small Area Plan, is to redevelop Main Street in such a way as to create a sense of place for the City. The Midvale Redevelopment Agency believes that it can support the City to develop a stronger and more defined sense of place through redeveloping the historic Main Street.
Key takeaways	Section I: Executive Summary: The Agency will actively pursue and promote initiatives that will support increasing the density within the Midvale Area. Based on historic growth rates, it is safe to assume that the Main Street CDA is unlikely to redevelop in any significant way without some intervention. The Agency's primary motivation for redeveloping the Main Street Area is to support placemaking efforts within the City. This means preserving, enhancing, and celebrating the historic nature of Midvale's Main Street. It means creating an environment that attracts people to gather, recreate, shop, dine, and build lasting memories. To create a more vibrant, attractive, and welcoming environment along Main Street, the Agency will actively support the development and enhancement of local artists and art. Actions/Initiatives:

	• Supporting parking garages adjacent to Main Street, between the 4th Depot Street and Center Street. The Agency anticipates a 25 percent increase in commercial space within the Area. • Increase density and add additional business space in the Area involves the Agency actively supporting businesses' efforts to renovate their buildings and add additional square footage. • Repurpose the Midvale Museum site to serve as an arts center. • Promote and support façade improvements • Sponsor and support events and improve connectivity to and throughout the Area Benefits of supporting the redevelopment of the Main Street Area: • Tax: Net fiscal benefit to the taxing entities, including the School District, County, and City. • Jobs: The Project Area budgeting model projects an additional 25 percent commercial space created through redevelopment. Jobs are anticipated to be in the commercial retail sales and service sectors, including food and beverage sales and services, clothing and other consumer goods sales, and providers of personal services. The additional commercial space is further projected to induce the creation of an additional 203 jobs. • Affordable Housing: The Agency has and will continue to generate significant tax increment revenues earmarked for affordable housing. The Agency plans to use housing funds from the Main Street CDA and the other two redevelopment areas to directly incentivize the development of mixed-use space along Main Street. Section II: Introduction: The Agency and City believe that with the support of the local taxing entities, the Main Street area can be redeveloped to increase the assessed value of the area, provide more spaces for businesses, create more jobs, increase the stock of affordable housing, and enhance the arts. Section III: Main Street Community Development Area Revised Budget: The Agency will budget 77% of the tax increment revenues it receives toward redevelopment activities. Assuming 20 years of participation, the Agency will collect $15,242,750 and allocate $11,736,917 toward redevelopment activities. Section VI: Community Impact Study: • Supporting and enhancing the arts is a key and critical component to the Agency's strategy for redeveloping the Area and establishing a sense of place. • Nearly $1.9 million will be allocated to public art. The agency will look for and seize opportunities to promote and preserve public art within the area: covering utility boxes with artistic coverings and commission murals within the area. • Successfully developing a sense of place will be the Agency's crowning achievement in the area.

	Exhibit B: Main Street Redevelopment Case Studies (pg.30-37) ○ Park City, Utah ○ Provo, Utah ○ Casper, Wyoming ○ Campbell, CA

Cover Page	
Document Name	**Midvale Downtown Arts District – Market Study**
Department Issuing	Webb Mgmt
Publication Year	2021
Summary (50 – 100 words)	Study done by Webb Mgmt, a management consulting practice for the development and operation of cultural affairs. This study determines whether there is a market opportunity to create a new downtown arts district in and for the community.
Key takeaways	The City of Midvale can and should consider the development of the Arts District along the southern portion of Main Street in downtown Midvale, for the following reasons: - Arts districts represent a proven model for the redevelopment of Main Street areas towards the pursuit of goals that have been established by the City of Midvale. - There is a dearth of arts facilities in the city and thus the opportunity to recruit programs and facilities to the community within the context of district development. - Midvale residents are active arts participants likely to respond positively to programs and events offered in their downtown area.

	- There are already a number of arts facilities and programs at the south end of Main Street, and these groups and facilities are enthusiastic about the possibility of being included within a more active area that is branded as a district. - The experience of other communities that have developed arts districts confirms that the city of Midvale could achieve significant returns on only moderate investments in preparing Main Street for the district concept. - Market area was defined as a local (36,000 people in 2025) and 15-mile radii regional (1.4 million 2025). Market segments are described as younger and diverse in income (though relatively low) and ethnicity (Hispanic). - In this market area, people are more likely to be active arts participants rather than passive ones. That is to say, they are more likely to take a class or go out for karaoke as opposed to attending a classical music concert or a theatre production. - Midvale is home to a half-dozen tattoo studios, with a concentration on Main Street. They are the most prevalent type of arts business in the downtown and showcase artists in a multitude of ways. Dance Studios are the second most prevalent. - Arts facilities can and should work within existing historic buildings given the importance of that character and authentic feel for creative activities. Galleries, studios, and other types of arts facilities do not overly burden historic structures with heavy loads and traffic. - Comparable Arts Districts: Casper-Wyoming, Tieton- Washington, Boise-Idaho, Culver City- California, Rino and Santa Fe Districts Denver- Colorado, Santa Fe- New Mexico, Recommendations - Examples: Some cities have been successful by being very intentional about the development of an arts district, while other districts have been developed in a much more organic fashion, with limited investments and influence on the part of public sector planners. - The question for City of Midvale leadership is how and to what degree should they drive the development of an arts district along Main Street.



APPENDIX D

DESIGNWORKSHOP
Landscape Architecture

Planning

Urban Design

Strategic Services

120 East Main Street

Aspen, Colorado 81611

MEMORANDUM

To: Project Team

From: Design Workshop

Date: May 3, 2023

Project Name: West Jordan Station Area Plan

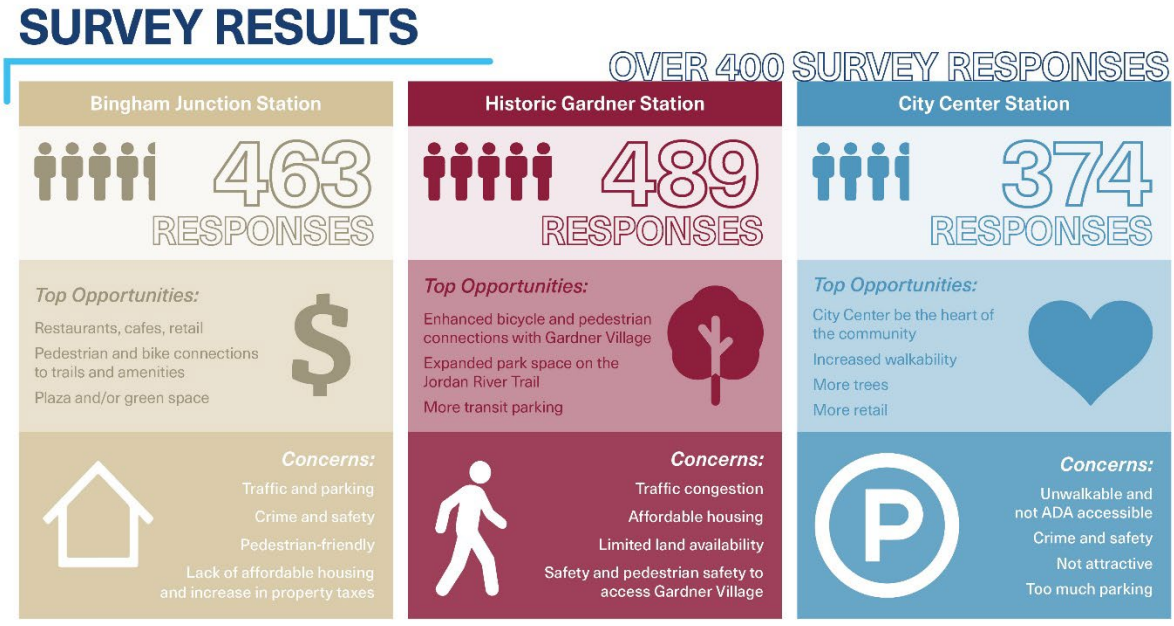
Project #: 7024

Subject: Survey Results

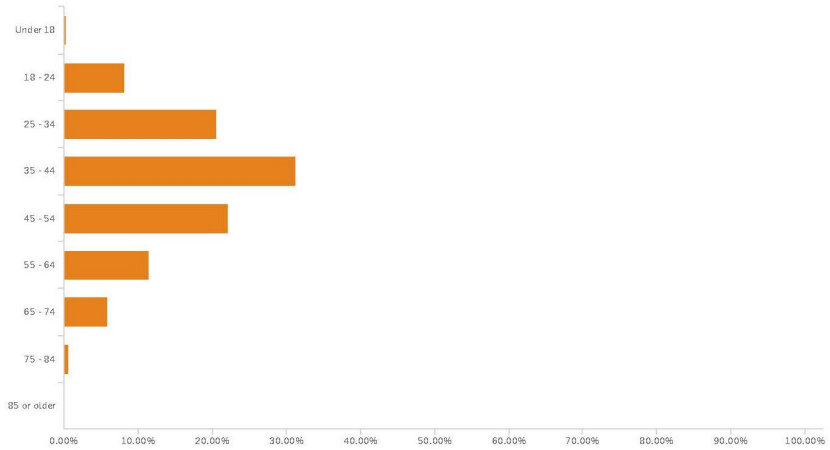
This memorandum provides an overview of the results from both the English and Spanish surveys administered for the Bingham Junction, Historic Gardner, and City Center Station area plans.

Demographics

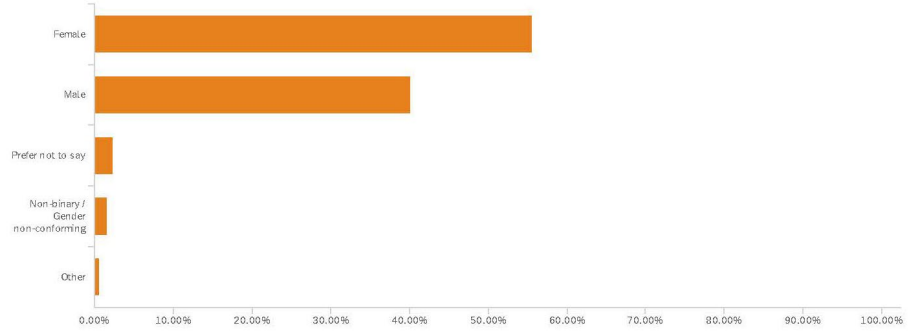
- Majority of respondents were in the 35-44 age group (31.6% of respondents)
- Majority of respondents were female (56.1% of respondents)
- Majority of respondents were white (80.1% of respondents)
- Majority of respondents lived within the Bingham Junction Station and West Jordan City Center Station areas
- Five (5) people participated in the Spanish survey
- The total combined number of Hispanic/Latinos and Spanish respondents was 32



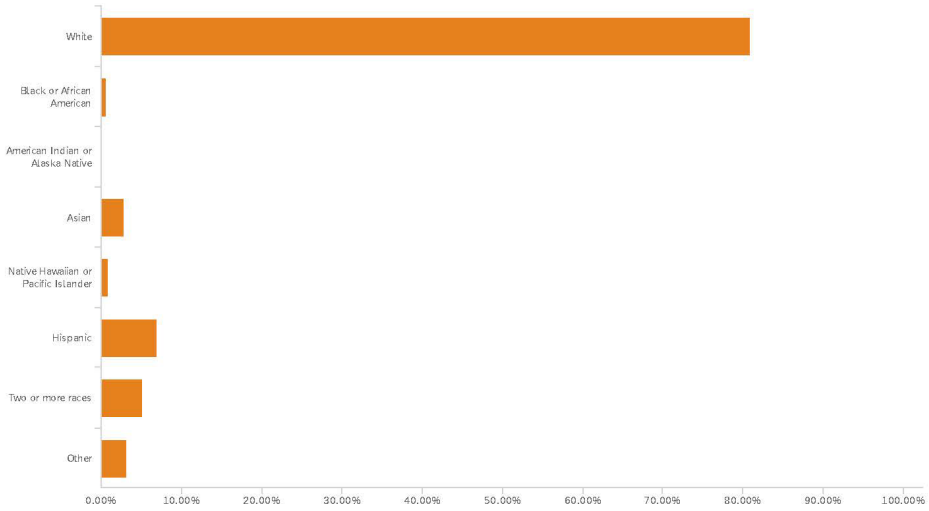
1. What is your age?



2. What is your gender?



3. What is your race/ethnicity?

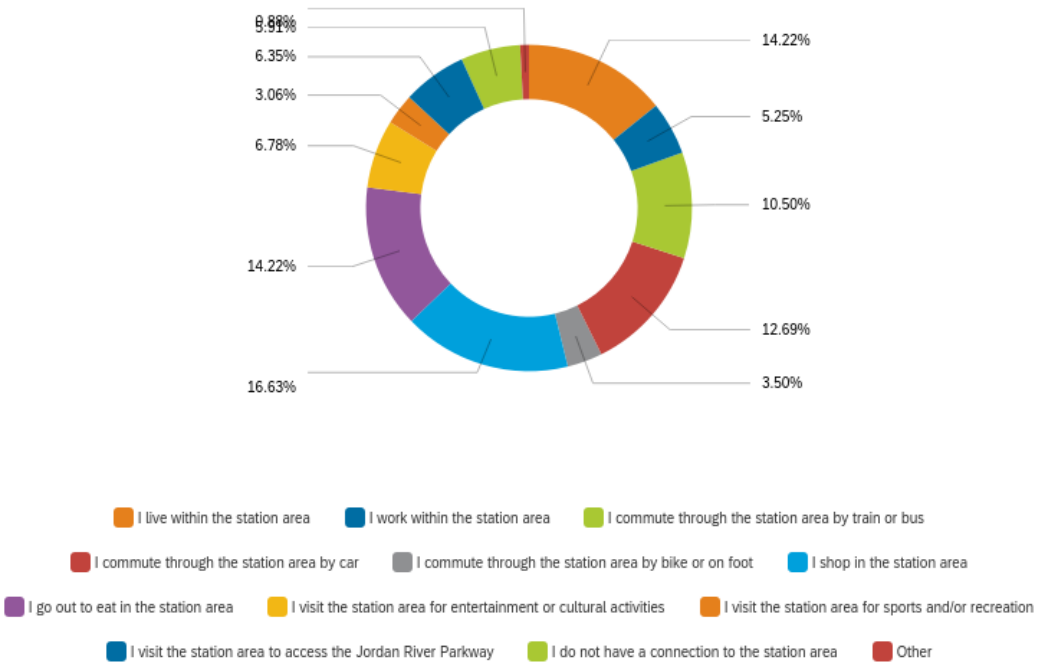


4. Click on the map where you live

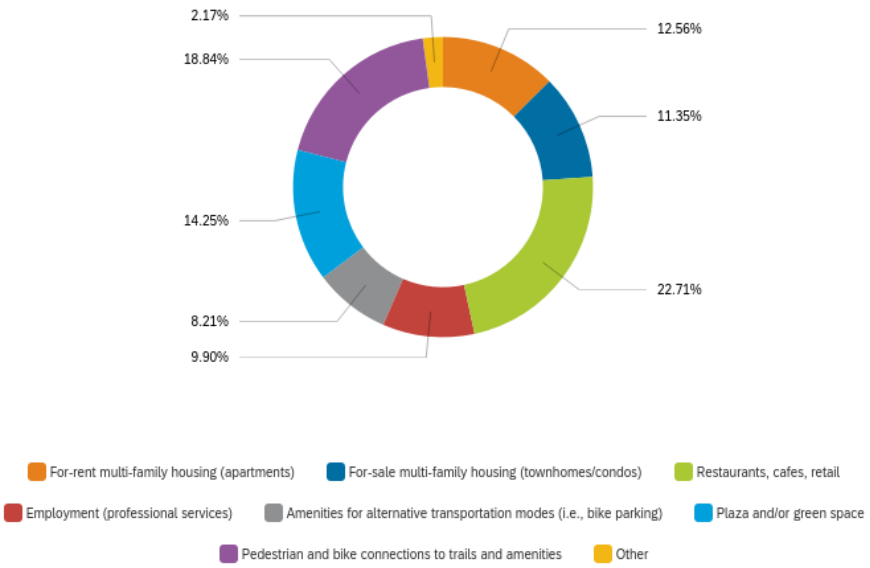


Bingham Junction Station

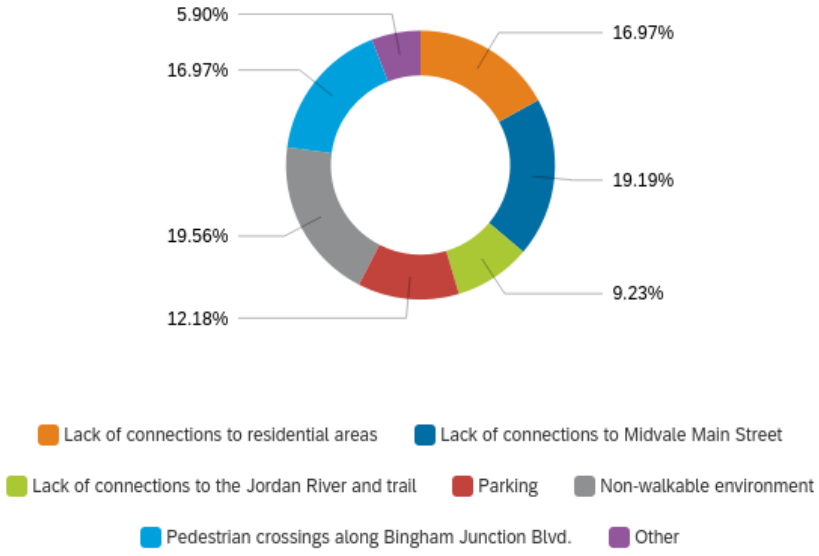
- Q1 Which statements best represent your connection to the Bingham Junction station area? Top responses:
    - I live within the station area (14.3%)
    - I shop in the station area (16.4%)
    - I go out to eat in the station area (14.0%)



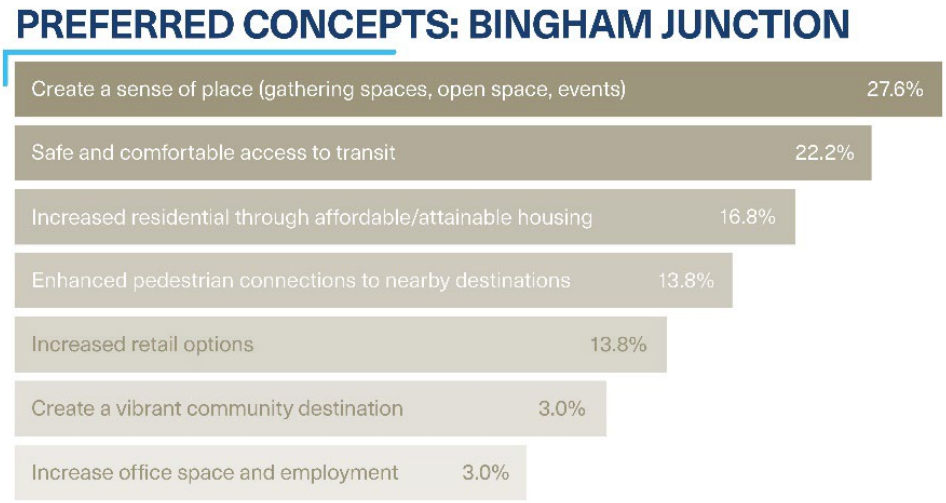
1. Q2 Which of these are the greatest opportunities in the Bingham Junction station area? (Select up to 3)
    - Restaurants, cafes, retail (22.7%)
    - Pedestrian and bike connections to trails and amenities (18.8%)
    - Plaza and/or green space (14.3%)



- Q3 Which of these are the greatest challenges in the Bingham Junction station area? (Select up to 3)
    - Non-walkable environment (19.56%)
    - Lack of connections to Midvale Main Street (19.19%)
    - Lack of connections to residential areas (16.97%)
    - Pedestrian crossings along Bingham Junction Blvd (16.97%)
    - Parking (12.18%)
    - Lack of connections to the Jordan River and trail (9.23%)
    - Other (5.90%)



- Q4 How important are the following concepts for future planning for the Bingham Junction station area? Click and drag your selection in order of priority. (1 being extremely important and 7 being not important)
    - Create a sense of place
    - Safe and comfortable access to transit



- Q5 What concerns do you have for future planning at the Bingham Junction station area?
  Major concerns for the station area included: traffic, parking (producing too little/too much), safety, pedestrian-friendly, affordable housing, increase in property taxes, increased crime from transients.



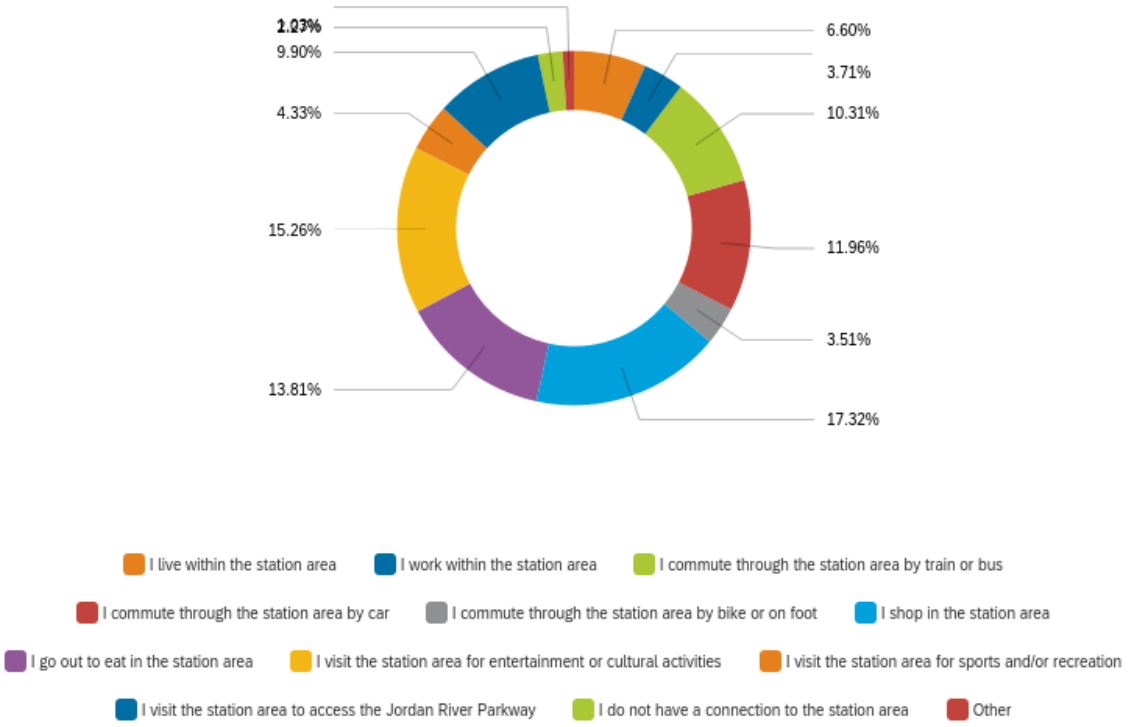
- Q6 What are your hopes for future planning at the Bingham Junction station area?
  Major hopes for future planning for the station area:
    - Connections to surrounding places and historic Midvale

- Retail and open space/trail opportunities
- Dog parks
- Safety measurements like more lighting at night, security, cameras, etc.
- Better accessibility/ADA
- Accessible bathrooms (multiple comments on this)
- Increased transit on the weekends
- Making it a true gathering space

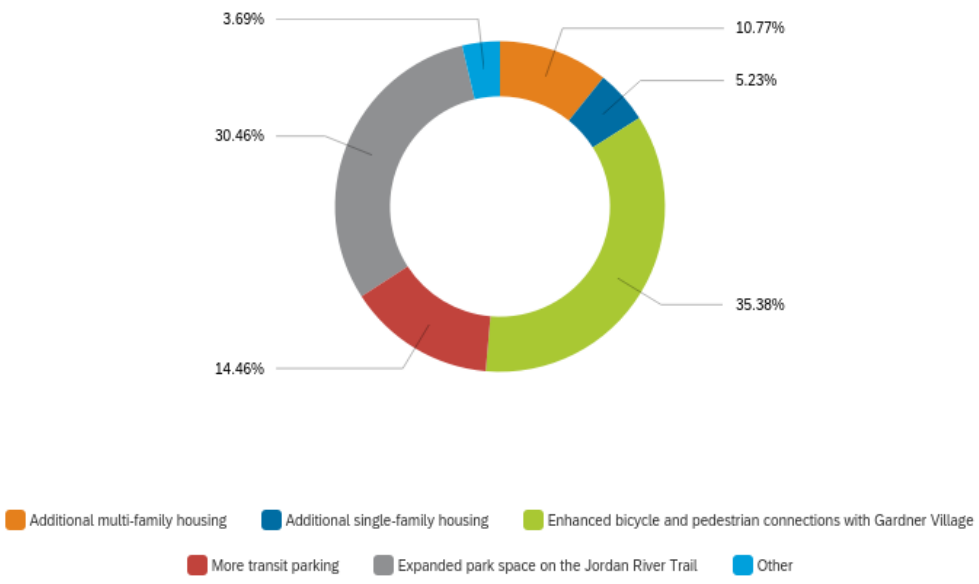


Historic Gardner Station

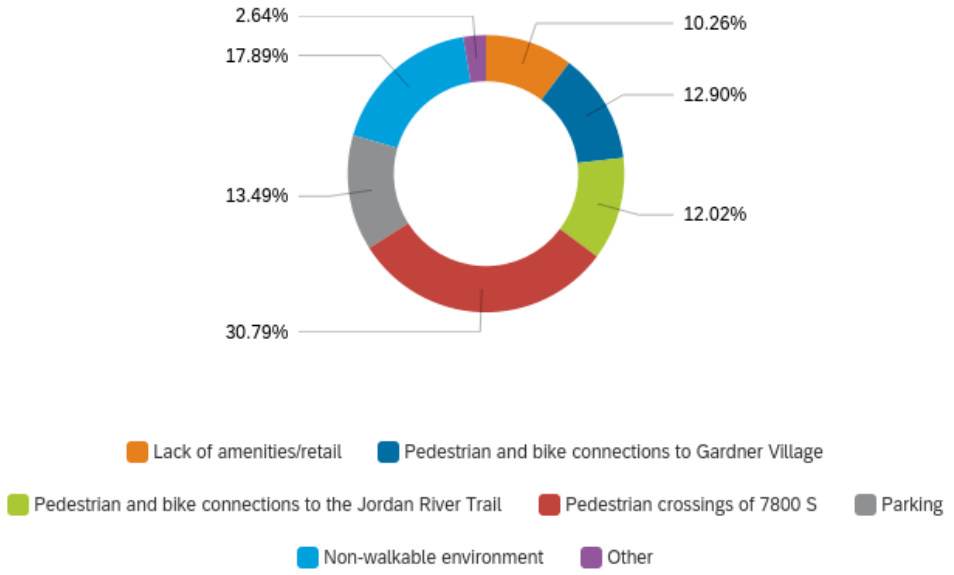
1. Q1 Which statements best represent your connection to the Historic Gardner station area? (Select all that apply)
    - I shop in the station area (17.2%)
    - I visit the station area for entertainment or cultural activities (15.1%
    - I go out to eat in the station area (13.9%)



- Q2 Which of these are the greatest opportunities in the Historic Gardner station area? (Select up to 3):
    - Enhanced bicycle and pedestrian connections with Gardner Village (34.8%)
    - Expanded Park space on the Jordan River Trail (30.6%)
    - More transit parking (14.2%)

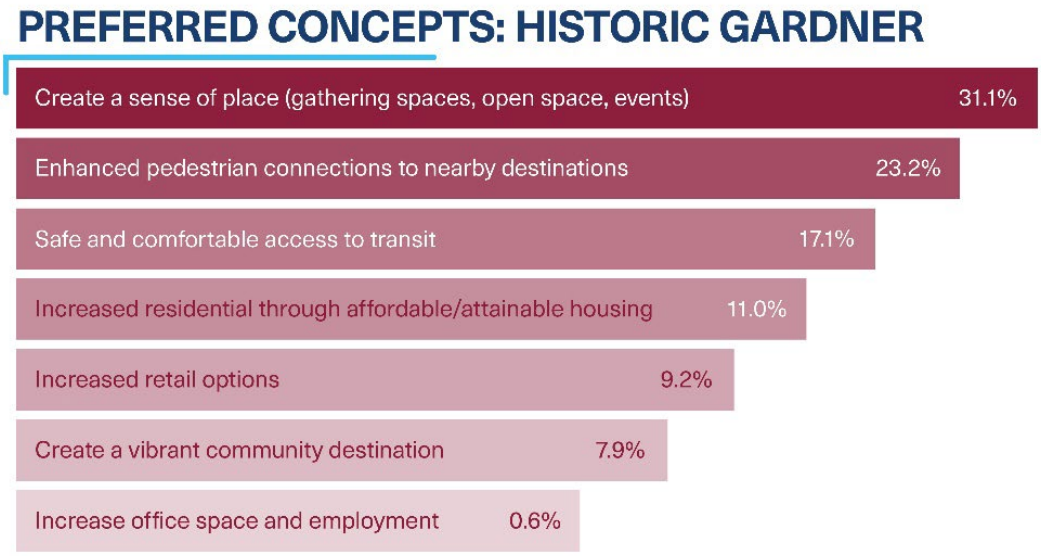


- Q3 Which of these are the greatest challenges in the Historic Gardner station area? (Select up to 3)
    - Pedestrian crossings of 7800 S (30.79%)
    - Non-walkable environment (17.89%)
    - Parking (13.49%)
    - Pedestrian and bike connections to Gardner Village (12.90%)
    - Pedestrian and bike connections to the Jordan River Trail (12.02%)
    - Lack of amenities/retail (10.26%)
    - Other (2.64%)



Q4 How important are the following concepts for future planning for the Historic Gardner station area? Click and drag your selection in order of priority. (1 being extremely important and 7 being not important)

- Top concepts for future planning for the station area:
    - Create a sense of place
    - Enhanced pedestrian connections to nearby destinations



- Q5 What concerns do you have for future planning at the Historic Gardner station area
  Major concerns for the station area included: traffic congestion, affordable housing, limited land availability and being able to beautify the area, ADA, safety and pedestrian safety to access Gardner Village

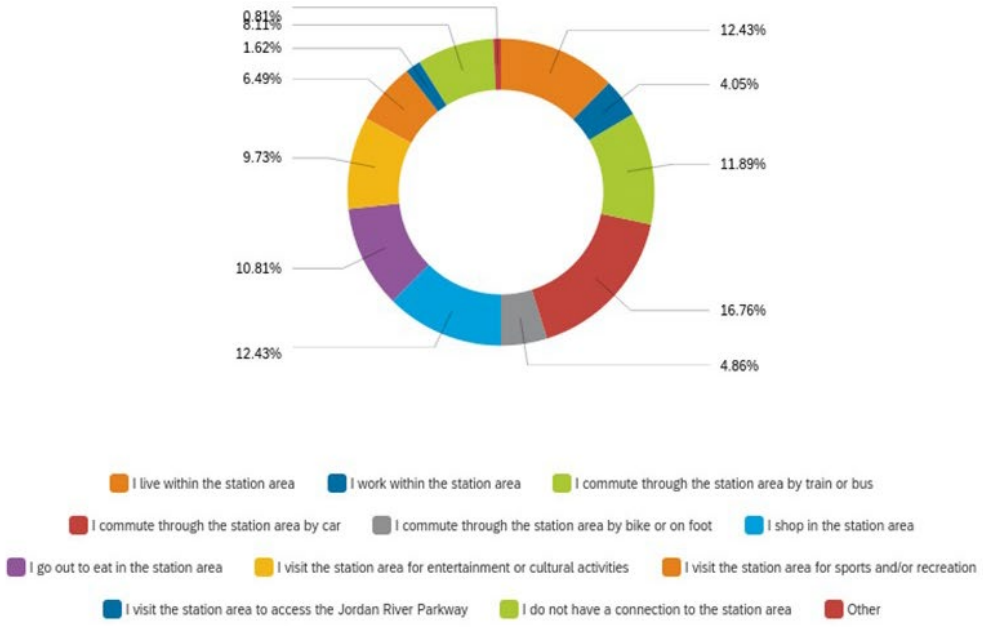


- Q6 What are your hopes for future planning at the Historic Gardner station area?
  Major hopes for future planning for the station area:
    - Better parking and parking access
    - Better accessibility for pedestrians
        - Crosswalks and pedestrian walkways needed across 7800 to go over to Gardner Village
    - More TOD
    - Affordable housing
    - Trail access and dog parks
    - Make it a destination

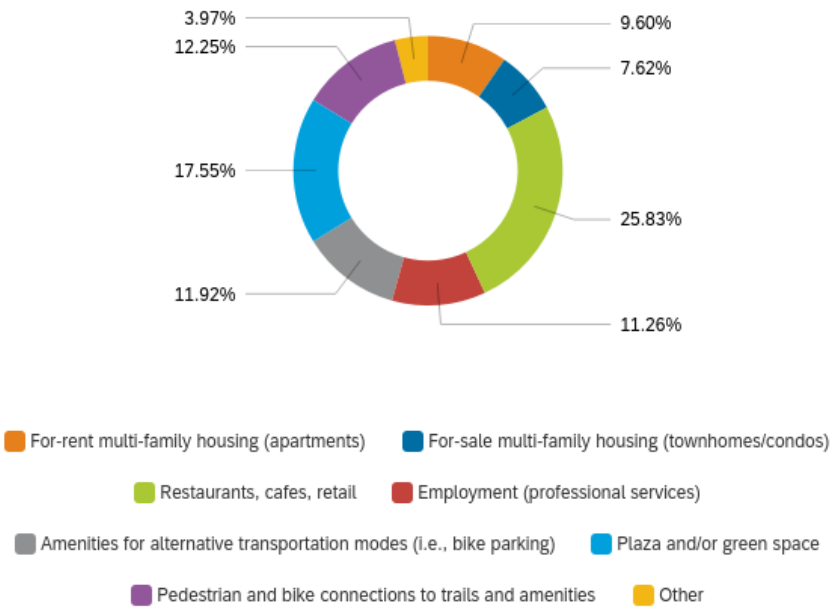


City Center Station

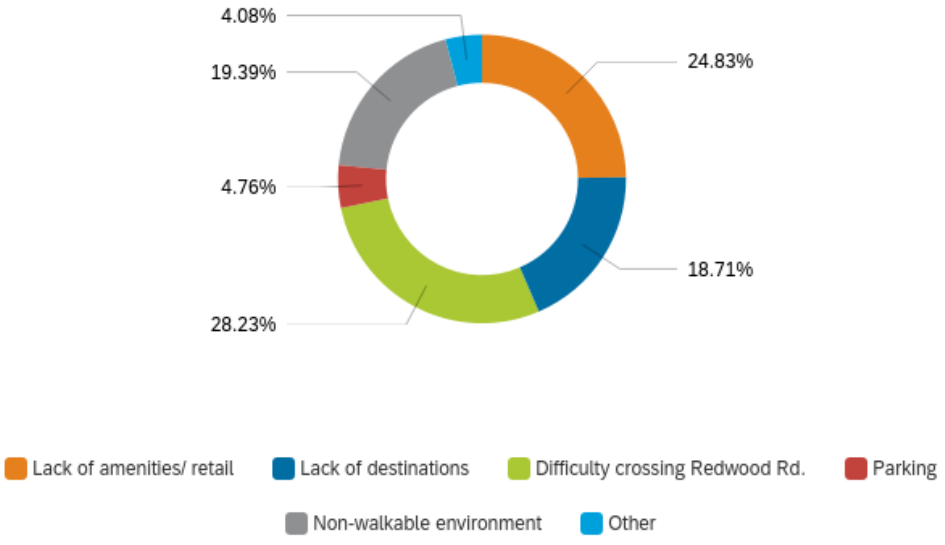
- Q1 Which statements best represent your connection to the City Center station area? (Select all that apply)
    - I commute through the station area by car (16.6%)
    - I live within the station area (12.6%)
    - I shop in the station area (12.6%)



- Q2 Which of these are the greatest opportunities in the City Center station area? (Select up to 3)
    - Restaurants, cafes, retail (25.8%)
    - Plaza and/or green space (17.6%)
    - Pedestrian and bike connections to trails and amenities (12.3%)

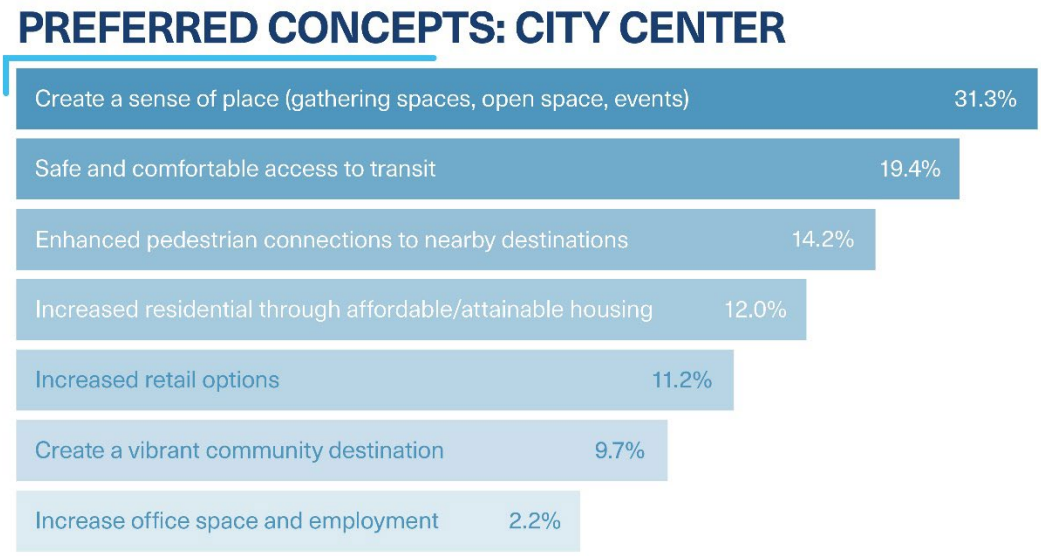


- Q3 Which of these are the greatest challenges in the City Center station area? (Select up to 3)
  - Difficulty crossing Redwood Rd (28.23%)
  - Lack of amenities/retail (24.83%)
  - Non-walkable environment (19.39%)
  - Lack of destinations (18.71%)
  - Parking (4.76%)
  - Other (4.08%)



Q4 How important are the following concepts for future planning for the City Center station area? Click and drag your selection in order of priority. (1 being extremely important and 7 being not important)

- Create a sense of place
- Safe and comfortable access to transit



- Q5 What concerns do you have for future planning at the City Center station area
  Major concerns for the station area included: unwalkable, safety, ADA, not attractive, too much parking, affordable housing



- Q6 What are your hopes for future planning at the City Center station area?
  Major hopes for future planning for the station area:
    - City Center be the heart of the community
    - Increased walkability
    - More trees
    - More retail
    - Community involvement in planning process

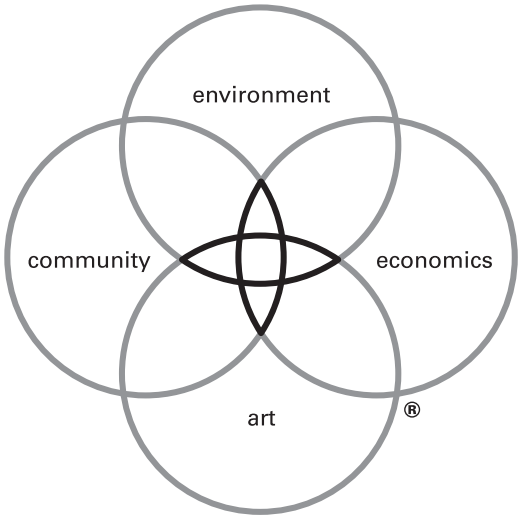


Spanish Respondents

From the five respondents that participated in the Spanish survey, there were no significant differences on most responses. Some unique aspects that came up with this demographic group are listed below:

- Bingham Junction Station Area
    - Most Spanish respondents said their main connection to the station areas was to access the Jordan River Parkway, while a smaller group either lived close to the station or passed by. They did not list visiting for dinning, shopping or entertainment as an option.
    - The most important planning concepts to incorporate in the future of the Bingham Junction station area where better pedestrian connections and to incorporate more housing options.
- Historic Gardner
    - Most people either work in the station area or visit for recreation or accessing the Jordan River Parkway. Eating out was also listed as a preferred option.
    - Key opportunities for the Historic Gardner area where more multifamily housing and more green spaces along the Jordan River, which differs from the top responses in the English survey.

- The biggest concerns for all stations were related to wait times and time needed to get to their destinations.
- The major hopes listed where better connections to other stations and less wait times.
- City Center
    - Most respondents either live, pass by or shop in the area. From the heat map we can see that many respondents live in the neighborhood south of the station area.



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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

R2024TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake and Nick Duerksen

TITLE:

R2024-06-04 - Resolution Designating a Transit Oriented Development Site in Midvale, Utah

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2024-06-04 to designate the Fort Union Station in Midvale, Utah as a Transit Oriented Development (TOD) site.

BACKGROUND:
Board Policy 5.1(III)(C) requires the Authority to analyze Station Area Plans (SAP), including the feasibility of the SAP's Concept Plan and progress of the Implementation Plan, to determine if the site is prepared for development. The Board of Trustees must authorize a TOD site for development by resolution.

The SAP for Ft. Union Station was adopted by Midvale City on February 16, 2024. On May 22, 2024, the Local Advisory Council approved the Ft. Union SAP in resolution AR2024-05-02. On June 12, 2024, the SAP will be presented to the Board of Trustees for adoption in resolution R2024-06-04.

DISCUSSION:
Board of Trustees Policy No. 5.1 requires that TOD sites must be selected by the UTA Board of Trustees to move forward with a Request for Proposal for development. Based on the status of the Implementation Plan and current market trends, Fort Union Station is ready for TOD development.

ALTERNATIVES:
Do not develop the site. Site would remain as a park and ride lot. Such would conflict with the adopted SAP

and not support state, regional, or city objectives.

FISCAL IMPACT:
No fiscal impact initially. Once project moves forward with completion of development phases, the Agency is anticipated to receive a return on investment that will be projected on a phase-by-phase basis. Such projections will be presented to the Board along with associated agreements.

ATTACHMENTS:
None

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY DESIGNATING A TRANSIT ORIENTED DEVELOPMENT SITE IN MIDVALE, UTAH

R2024-06-04 June 12, 2024

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

WHEREAS, the Authority recognizes the importance of collaborating with regional partners, local municipalities, and the development community to construct transit-oriented developments ("TODs") near its regional transit system to create environments that allow people to live, work, and recreate without the necessity of an automobile;

WHEREAS, the Authority is authorized pursuant to the Utah Public Transit District Act to engage in the development of property for transit-supported and transit-oriented purposes;

WHEREAS, on May 22, 2024, the Local Advisory Council unanimously approved the Fort Union Station Area Plan for Midvale, Utah in resolution AR2024-05-02;

WHEREAS, on June 12, 2024, the Board of Trustees will have the opportunity to approve the Fort Union Station Area Plan in resolution R2024-06-02;

WHEREAS, the Authority's Board of Trustees ("Board") is authorized to approve areas for the development of TODs;

WHEREAS, in furtherance of selecting suitable sites for TODs, the Board has weighed several factors, including municipal support, accessibility, market strength, affordable housing need, growth opportunities, zoning, and other such factors;

WHEREAS, the Board finds that the station area at Fort Union in Midvale, Utah is a suitable and desirable location for the development of a TOD;

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

1. That the Fort Union Station is hereby selected as a transit-oriented development site.

2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

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Approved and adopted this 12th day of June, 2024.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

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

TITLE:

R2024-06-05 - Resolution Authorizing the Disposition of 4.096 Acres of Land at 5651 W. Old Bingham Highway in West Jordan, Utah to South Jordan City and Rocky Mountain Power for the Grandville Avenue Roadway Project

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2024-06-05 authorizing the Executive Director to execute two real estate contracts for the disposition of 4.096 acres of land at 5651 W. Old Bingham Highway in West Jordan, Utah.

BACKGROUND:
UTA purchased a 23.16-acre parcel in August 2008 for a park-and-ride lot serving the Mid-Jordan TRAX Project located at 5651 W. Old Bingham Highway, West Jordan. The cost was $4,401,546. The east half of the property includes a park-and-ride and bus loop. Currently, the west half remains undeveloped.

UTA purchased additional property to settle a condemnation action and to avoid leaving the seller an inutile remnant parcel. The land was purchased using 80% federal assistance under grant #UT-03-0055. UTA staff followed the real estate disposition rules found in FTA Circular 5010.1E, Chapter IV(2)(j) for this request. FTA issued its concurrence on March 21, 2024.

South Jordan City is working to extend Grandville Avenue northward from Lake Avenue to Old Bingham Highway, as identified in their long-range plan. The only viable alignment is through the UTA property, bifurcating the property into two parcels. The new road extension will enhance connectivity to the UTA station from the south, and the proposed dispositions will not impact UTA's current facilities or projected future

expansion.

The Grandville Avenue Project also impacts future expansion of the Rocky Mountain Power (RMP) substation located adjacent to the UTA property. To mitigate the impact, the City has requested that UTA sell additional property to RMP.

DISCUSSION:
South Jordan City desires to purchase 1.847 acres (80,455 SF) of land for the roadway (Parcel 3). The City also desires UTA to sell 2.275 acres (99,096 SF) of land to Rocky Mountain Power (Parcel 3A) to preserve a power corridor to Old Bingham Highway. Combined, the two fee dispositions include 4.096 acres of land area.

The dispositions were appraised at $9.00 per square foot of land, plus 10% ($129,240) in damages to the remainder parcel. South Jordan City and Rocky Mountain Power will each pay UTA an equal share of the severance damages ($64,620). The purchase prices are summarized below:

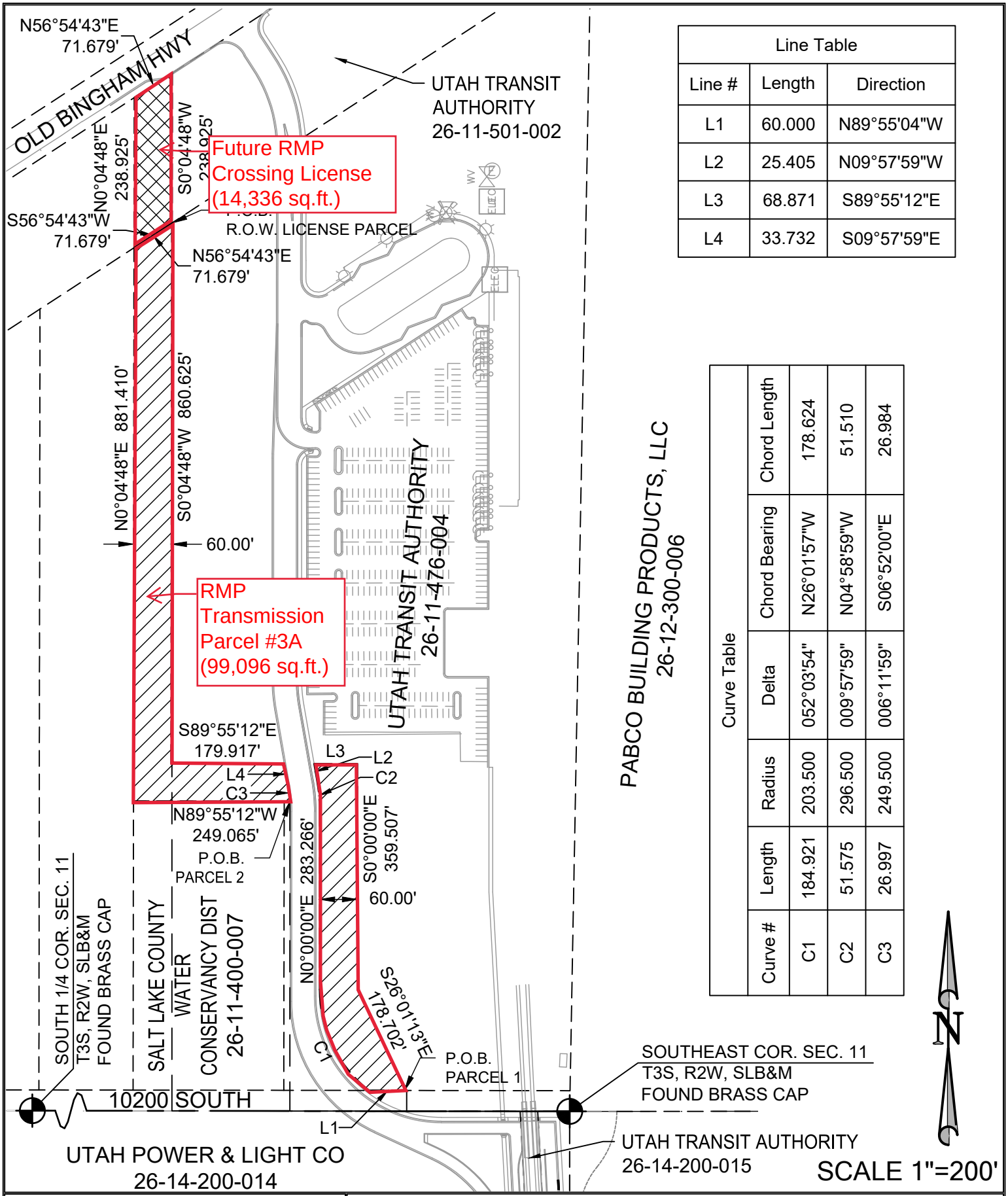
Parcel 3 (South Jordan City) = $788,715 (80,455 SF x $9.00 per SF, plus $64,620)

Parcel 3A (Rocky Mountain) = $956,484 (99,096 SF x $9.00 per SF, plus $64,620)

ALTERNATIVES:
UTA can refuse to sell the property. This would preclude the planned road connection to Old Bingham Highway, challenge relationships with South and West Jordan Cities, and limit access to UTA's remaining parcels.

FISCAL IMPACT:
The combined sales price is $1,745,199.00, which proceeds must be used to fund a future federally- assisted project.

ATTACHMENTS:
1) Parcel Maps (2)
2) FTA Concurrence, dated March 21, 2024
3) Resolution R2024-06-05, including the following as exhibits:
    a. Purchase and Sale Agreement with South Jordan (UTA Contract 24-00358-1)
    b. Purchase and Sale Agreement with Rocky Mountain Power (UTA Contract 24-P00358)



Line Table		
Line #	Length	Direction
L1	60.000	N89°55'04"W
L2	25.405	N09°57'59"W
L3	68.871	S89°55'12"E
L4	33.732	S09°57'59"E

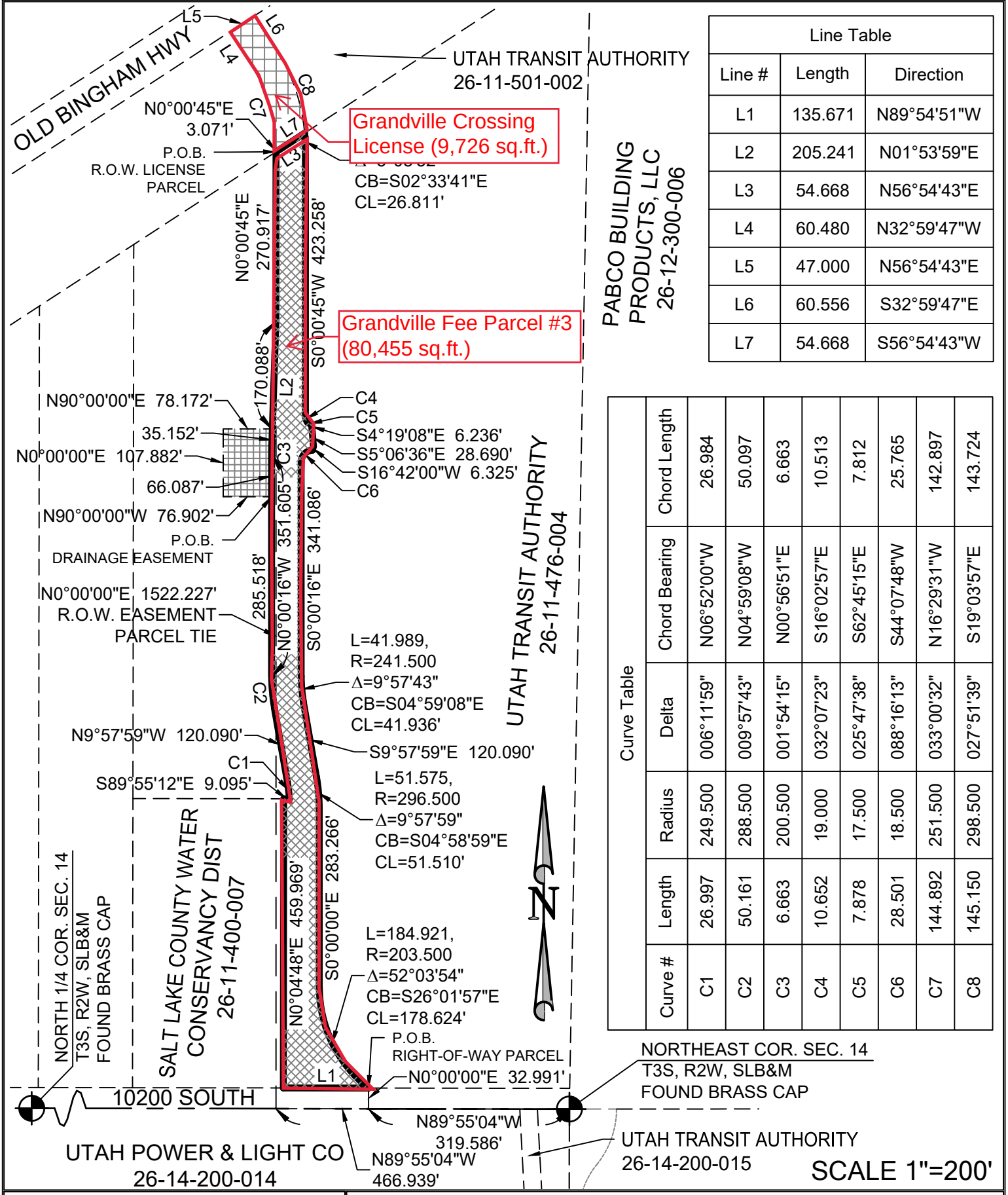
Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	184.921	203.500	052°03'54"	N26°01'57"W	178.624
C2	51.575	296.500	009°57'59"	N04°58'59"W	51.510
C3	26.997	249.500	006°11'59"	S06°52'00"E	26.984

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CIVIL • STRUCTURAL • SURVEY

9089 SOUTH 1300 WEST, SUITE 100
801.628.6004 TEL 801.590.0611 FAX
WEST JORDAN, UT 84088
WWW.PERIGEECIVIL.COM

UTA PARCEL
TRANSMISSION PARCEL OPTION B

PREPARED FOR: SOUTH JORDAN CITY



Line Table		
Line #	Length	Direction
L1	135.671	N89°54'51"W
L2	205.241	N01°53'59"E
L3	54.668	N56°54'43"E
L4	60.480	N32°59'47"W
L5	47.000	N56°54'43"E
L6	60.556	S32°59'47"E
L7	54.668	S56°54'43"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	26.997	249.500	006°11'59"	N06°52'00"W	26.984
C2	50.161	288.500	009°57'43"	N04°59'08"W	50.097
C3	6.663	200.500	001°54'15"	N00°56'51"E	6.663
C4	10.652	19.000	032°07'23"	S16°02'57"E	10.513
C5	7.878	17.500	025°47'38"	S62°45'15"E	7.812
C6	28.501	18.500	088°16'13"	S44°07'48"W	25.765
C7	144.892	251.500	033°00'32"	N16°29'31"W	142.897
C8	145.150	298.500	027°51'39"	S19°03'57"E	143.724

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UTA PARCEL
GRANDVILLE RIGHT-OF-WAY EXHIBIT

PREPARED FOR: SOUTH JORDAN CITY

U.S. Department
of Transportation
Federal Transit Administration

REGION VIII
Colorado, Montana,
North Dakota,
South Dakota,
Utah, and Wyoming

1961 Stout Street
Suite 13301
Denver, Colorado 80294
(303) 362-2400 (voice)

March 21, 2024

Mr. Jay Fox
Executive Director
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Re: UTA Mid-Jordan Light Rail Project
Dispositions of Portion of Property: 5651 W. Old Bingham Hwy, West Jordan
Parcel 26-11-476-004

Award: UT-03-0055

Dear Mr. Fox:

The Federal Transit Administration (FTA) has reviewed the letter from the Utah Transit Authority (UTA) dated February 12, 2024, and supporting documentation, requesting FTA concurrence for two dispositions of portions of the property located at 5651 West Old Bingham Highway, West Jordan, Utah. The property was acquired with federal funding for the Mid-Jordan Light Rail project. The provided appraisal and appraisal report recommends the estimated market value of $1,735,100 as the basis of just compensation for the dispositions. The federal funding used to purchase this property was at an 80% federal/20% local share ratio, therefore the federal participation amount for this disposition is $1,388,080.

UTA purchased the subject property (23.16 acres) on August 8, 2008, for use as a park-and-ride lot serving the Mid-Jordan TRAX project. The property was purchased for $4,401,546. Half of the property was built out for the project; the reminder remains undeveloped.

South Jordan City has requested UTA to sell two portions of the undeveloped portion of the property. South Jordan City requires 1.854 acres of land (Parcel 3) in fee ownership for the Grandville Avenue roadway. The property will be used for the city's Grandville Avenue extension project, which will enhance connectivity to the 5600 West Old Bingham Highway TRAX station and Daybreak master-planned community. Additionally, Rocky Mountain Power requires 2.242 acres of land (Parcel 3A) fee ownership for a future power transmission corridor. The two fee dispositions total 4.096 acres of land, plus severances for damages, for a total of $1,735,100. The appraised values for each disposition are:

South Jordan City (Parcel 3)	$726,840	(80,760 SF x $9.00 x 43,560)
Rocky Mountain Power (Parcel 3A)	$878,958	(97,662 SF x $9.00 x 43,560)
Severance Damages	$129,240	
Total	$1,735,038	
Total (Rounded)	$1,735,100	

UTA affirms that the dispositions will not affect the continuing control or use of the station. Additionally, the Grandville Avenue project will improve the accessibility to the station.

FTA has completed its administrative review of (1) the appraisal, prepared by Ken Mitchell, MAI, K. Mitchell Appraisal Co. (February 8, 2024), and (2) the appraisal review report, prepared by David Holtby, MAI, DHgroup (February 12, 2024). Based on its review of the documentation provided by UTA, and subject to the conditions identified in this letter, FTA concurs with the appraisal and appraisal review and concurs with the dispositions in the total amount of $1,735,100 as basis for just compensation.

FTA also concurs with UTA's request to retain the funds from this disposition in the amount of $1,735,100 to reduce the gross cost of another FTA-eligible capital transit project. The subsequent award to apply these proceeds has not yet been identified. UTA must keep applicable records in UTA's financial system showing all the disposition proceeds and that funds are restricted for use in a subsequent capital project. FTA must approve the application of the proceeds to a subsequent capital award, which must clearly show the gross cost of the award has been reduced with the proceeds from this transaction. Please attach a copy of this letter to the applicable award(s) to which proceeds are applied.

If you have any questions or concerns, please contact Ms. Kristina Evanoff at 303-362-2396 or kristina.evanoff@dot.gov.

Sincerely,

Cindy Terwilliger

Cindy Terwilliger
Regional Administrator

cc: Spencer Burgoyne, UTA, Manager of Property Acquisition
Paul Drake, UTA, Director of Real Estate and TOD
Viola Miller, UTA, Chief Financial Officer
Eric Barrett, UTA, Acting Comptroller
Tracy Young, UTA, Grants Director

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING THE DISPOSITION OF 4.096 ACRES OF LAND AT 5651 W. OLD BINGHAM HIGHWAY IN WEST JORDAN, UTAH TO SOUTH JORDAN CITY AND ROCKY MOUNTAIN POWER FOR THE GRANDVILLE AVENUE ROADWAY PROJECT

R2024-06-05 June 12, 2024

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 – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Authority is the owner of real property located in West Jordan, Utah, consisting of 23.16 acres, which serves the Mid-Jordan TRAX line at 5651 W. Old Bingham Highway ("UTA Property"); and

WHEREAS, South Jordan City desires to extend Grandville Avenue northward from Lake Avenue to Old Bingham Highway ("Project"); and

WHEREAS, the alignment for South Jordan's Project includes 1.847 acres of right-of-way that crosses over and through the UTA Property ("Right-of-Way Property"); and

WHEREAS, South Jordan has offered to purchase the Right-of-Way Property from UTA to complete its Project for an appraised value of $788,715.00; and

WHEREAS, the Board of the Authority (the "Board") finds that the construction of Project will benefit UTA through enhancing access to and from the UTA Property and the Authority's facilities located thereat; and

WHEREAS, in conjunction with Project, Rocky Mountain Power desires to purchase 2.275 acres of the UTA Property for the preservation of a power corridor ("Power Corridor Property"); and

WHEREAS, Rocky Mountain Power has offered to purchase the Power Corridor Property from UTA for an appraised value of $956,484.00; and

WHEREAS, the UTA Property was acquired in 2008 with federal assistance, requiring the disposition of property to have the concurrence of the Federal Transit Administration ("FTA"); and

WHEREAS, the FTA completed an administrative review of this transaction and concurred with the dispositions outlined herein, providing its concurrence on March 21, 2024; and

WHEREAS, Board Policy 5.2(III)(A)(2) requires the Board of Trustees to approve real property transactions in excess of $1 million by resolution; and

WHEREAS, the Authority finds the sales contemplated hereunder to be in the public's interest, and the sales prices to be fair and reasonable.

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

1. That the Board hereby approves the sale of the Right-of-Way Property to South Jordan City in the amount of $788,715.00, and the correlating purchase and sale agreement attached as Exhibit A.

2. That the Board hereby approves the sale of the Power Corridor Property to Rocky Mountain Power in the amount of $956,484.00, and the correlating purchase and sale agreement attached as Exhibit B.

3. That the Executive Director and his designee(s) are authorized to execute the attached contracts and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to the sale of the Property.

5. That the corporate seal be attached hereto.

Approved and adopted this 12th day of June, 2024.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved as to form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...
_____
UTA Legal Counsel

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Exhibit A
Purchase and Sale Agreement with South Jordan City

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Agreement for Sale and Purchase of Real Property, including all attached exhibits (the "Agreement"), is made by and between **South Jordan City** ("Buyer"), and **Utah Transit Authority** ("Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller is owner of fee title to certain real properties located in West Jordan City, Salt Lake County, State of Utah, commonly known as assessor's tax parcel number 26-11-476-004 ("Seller's Property").

B. Buyer desires to purchase a portion of Seller's Property consisting of 1.847 acres (80,455 square feet), as more particularly described in **Exhibit A** and shown on **Exhibit B** (the "Property").

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, the Property, collectively with all improvements, structures, appurtenances, rights, privileges and easements belonging thereto and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Definitions. The following basic terms, conditions, and definitions are applicable to and an integral part of, and shall be deemed incorporated by reference in, this Agreement:

Business Day. Any day that is not a Saturday, Sunday, or federal or state holiday.

Closing. The recording of the Deed conveying the Property to Buyer in exchange for the release of the Purchase Price to Seller.

Closing Date. The date scheduled for the Closing, which shall be on or near June 1, 2024 or such other date mutually agreed by the Parties.

Contracts. Any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.

Deed. A General Warranty Deed conveying the Property to Buyer, subject only to Permitted Title Exceptions, duly executed and acknowledged by Seller and in proper form for recording.

Due Diligence Documents. Such documents in Seller's possession, including but not limited to 1) any unrecorded instrument that may benefit or burden the Property 2) contracts, 3)

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licenses, leases, or permits, 4) surveys, 5) documents related to the environmental condition of the Property and the environmental condition of any adjoining lands to the extent held by Seller ("Environmental Documents"). Environmental Documents shall include but shall not be limited to any documents related to groundwater monitoring, groundwater quality and groundwater gradient.

Due Diligence Period. The period commencing on the Effective Date and expiring sixty (60) days before the Closing Date, subject to termination earlier upon termination of this Agreement.

Effective Date. The last date on which both Parties have fully executed and delivered their respective executed counterpart of this Agreement to the other party.

Permitted Title Exceptions. Those items disclosed on the Title Commitment and/or Survey, to which Buyer does not object under Section 6.2

Planned Use. Buyer is acquiring the Property for the construction of electric power lines, substations, or any other necessary or desirable appurtenances needed for Buyer's business.

Preliminary Title Report. A Preliminary Title Commitment Report ("PTR").

Purchase Price. The purchase price is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS ($788,715.00). The price is based on $9.00 per square foot of land plus half of the severance damages described in the Ken Mitchell, MAI appraisal report dated June 14, 2023.

Seller's Liens. Any deeds of trust, mortgages, or mechanics', judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than assigned Contracts, if any).

Title Commitment. The commitment for title insurance covering the Property on the standard form prescribed by the American Land Title Association ("ALTA"), issued by the Title Company and dated on or before the date of this Agreement.

Title Company/Escrow. TBD.

Title Policy. A standard ALTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Land and Improvements (if any) in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions, together with such endorsements as may be requested by Buyer.

Updated Preliminary Title Commitment Report. An updated PTR ("UPTR").

2. Agreement to Purchase and Sell. In recognition of consideration received and subject to the terms and conditions set forth in this Agreement, Seller agrees to convey to Buyer, and Buyer

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agrees to purchase and take from Seller, all right, title and interest in and to the Property, together with all right, title, and interest held by Seller in and to the improvements, rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from the Property, including, without limitation, all water, water rights, ditches, and ditch rights, oil, gas appurtenant to the Property. The sale will also include all right, title, and interest of Seller in the roads and travel ways adjoining or passing through the Property.

3. Earnest Money Deposit. Seller does not require an earnest money deposit.

4. Purchase Price and Payment. Buyer shall pay Seller the Purchase Price through the Title Company at Closing. The Purchase Price shall be adjusted at Closing for the credits, prorations, and adjustments provided herein, including a credit for any Earnest Money Deposit as described in Section 3 and any other adjustments in accordance with this Agreement.

5. Neutral Seller. Seller acknowledges that Buyer intends to construct and improve the Grandville Avenue right-of-way . Seller agrees that it will not object to, interfere with or otherwise publicly oppose Buyer's permitting efforts before and after the conveyance of Property to Buyer. This provision shall survive closing.

6. Title and Review.

6.1 Commitment of Title Insurance. Within seven (7) business days from the Effective Date, Seller shall deliver a PTR to Buyer. Buyer shall have the option, at its sole cost and expense to obtain an extended owner's coverage policy. Seller shall cooperate with Buyer in providing all instruments required by Title Company to issue such extended coverage and all Buyer's required endorsements.

6.2 Objection to Title.

(a) Within the Due Diligence Period Buyer may provide to Seller any written objections to any title matters on the PTR. If Buyer fails to deliver such objections within the above time period, then all title exceptions disclosed on the PTR shall constitute Permitted Exceptions.

(b) Seller shall have ten (10) days from receipt of notice of objection to title conditions to respond to Buyer that Seller shall cure such objectionable title conditions, at Seller's sole cost, prior to Closing. If Seller fails to provide Buyer notice that it will cure all objectionable title conditions then Buyer shall have the option to either: (a) terminate this Agreement, in which event Buyer shall receive a full refund of any Earnest Money Deposit and the Parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding Seller's failure to confirm cure of any objectionable title condition.

(c) Buyer may order an UPTR at any time and provide a copy thereof to Seller. To the extent such UPTR reflects any new title condition then such new title condition shall be deemed unacceptable to Buyer and Seller shall again be obligated to respond within ten (10) days of receipt of the UPTR as to Seller's willingness and ability to cure such new condition prior to Closing or Buyer shall have the same elections as designated in Section 6.2 (b) above.

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6.3 Delivery of Title Insurance. On the Closing Date, Seller shall cause the Title Company to commit to issue in favor of Buyer a standard coverage owner's policy of title insurance with respect to the Property in the amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Title Exceptions and containing such title policy endorsements that may be obtained in Utah as Buyer may require. Seller shall cause Title Company to deliver the Title Policy to Buyer within thirty (30) days after the Closing Date.

7. Other Due Diligence and Inspections.

7.1 Due Diligence. Buyer's due diligence may include, but not be limited to, determining if title or physical encumbrances on the Property would interfere with the Planned Use; pursuing acquisition of necessary permits for the Planned Use; and performing site studies to determine if Property is suitable for the Planned Use. Seller, as the underlying landowner, agrees to cooperate with Buyer as necessary for Buyer to acquire such permits.

7.2 Inspections. During the Due Diligence Period, Buyer shall have the license and right to enter onto the Property from time to time for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable ("Inspections"); provided, that Buyer shall give Seller reasonable advance notice of and opportunity to be present at such Inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer agrees to repair and restore any damage to the Property caused by such Inspections.

7.3 Due Diligence Documents. Within fifteen (15) calendar days of the Effective Date, Seller shall deliver to Buyer true and correct copies of any Due Diligence Documents in Seller's possession.

7.4 Buyer's Termination. Buyer may elect to terminate this Agreement if, in Buyer's sole discretion, the Due Diligence, Inspections, or Due Diligence Documents are unsatisfactory to Buyer, extinguishing all obligations of the Parties to purchase and sell the Property, by delivering written notice to Seller.

8. Representations and Warranties.

8.1 Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

(a) Seller is the owner of fee title to the Property, and the Property is, or will be as of the Closing Date, subject only to the Permitted Title Exceptions and is free and clear of all physical encroachments to the best of Seller's knowledge.

(b) The execution of this Agreement and performance of Seller's duties and obligation under this Agreement do not and will not violate any agreement to which Seller is a party or by which it is otherwise bound and, when executed and delivered by Seller, this Agreement

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will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller has provided copies of all Due Diligence Documents to Buyer, and no other contracts, leases, licenses, commitment or undertakings of which Seller is a party exist relating to the Property.

(d) Seller has not received any notices, demands or deficiency statements from any mortgagee of the Property or from any state, municipal or county government or agency or any insurer relating to the Property, and which have not been cured or remedied except property valuation and tax notices issued by Salt Lake County.

(e) Seller has not received notice of and has no reason to believe that the Property is associated with any other violations of law or contractual dispute or violation.

(f) Other than those Due Diligence Documents delivered to Buyer, no other instruments exist that bear upon or burden or otherwise impact the Property or its owner.

(g) Seller represents and warrants that the Property does not, and at Closing, shall not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCB's) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil, or sites of known hazardous substances releases; and the Property is free from the presence of hazardous waste or materials and no hazardous substances have been generated, stored, released, disposed of, or transported over, on or within the Property. The terms "hazardous substances" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or similar term) by any applicable federal, state, or local statute, regulation, rule, or ordinance.

(h) Other than what has been disclosed to Buyer, Seller has no knowledge of any fact or condition that would materially impair the fair market value of the Property, would materially increase the cost of operating the Property, or would be inconsistent with the terms of this Agreement.

(i) Seller acknowledges that Buyer is acquiring the Property to construct the Planned Use. Seller agrees not to object to or take any action inconsistent with Buyer's permitting efforts during the term of this Agreement and following conveyance of Property to Buyer in the event Buyer purchases the Property. This obligation shall survive Closing.

(j) No person, broker or entity, whether or not affiliated with Seller is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Seller.

8.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

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(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement, the execution of this Agreement, and performance of Buyer's duties and obligation hereunder do not and will not violate any agreement to which Buyer is a party or by which it is otherwise bound and. When executed and delivered by Buyer, this Agreement will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) No person, broker or entity, whether or not affiliated with Buyer is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Buyer.

9. Seller's Use of the Property. From and after the Effective Date until Closing, or earlier termination of this Agreement, Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer's consent, other than exceptions to be cured by Closing. Further, except as otherwise provided for under this Agreement, Seller agrees to pay, when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect to the Property through the Closing.

10. Buyer's Contingencies.

10.1 Condition Contingencies. The obligations of Buyer under this Agreement are conditioned upon the satisfaction or waiver of all requirements and contingencies set forth below:

(a) Buyer will receive title to the Property, in accordance with this Agreement at Closing;

(b) Seller's representations and warranties continue to be true and correct, in all material respects, prior to Closing;

(c) Buyer is satisfied with all its due diligence and inspections with respect to the Property;

(d) Buyer is satisfied that no other facts or circumstances exist that may make its acquisition, ownership, occupancy, or use of the Property imprudent, all in its sole and absolute discretion, in each case by the end of the Due Diligence Period; and

If any contingency in Section 10.1 (a) through (d) is not satisfied or waived by the applicable deadline noted above, then Buyer may terminate this Agreement by written notice to Seller at any time prior to such deadline and Buyer shall receive a full refund of any Earnest Money Deposit.

10.2 Buyer's Approval Contingency. In addition, the obligations of Buyer under this Agreement are conditioned upon Buyer's approval, in its sole and absolute discretion, that the Property is suitable for the Planned Use no later than the Closing Date, and if such contingency is not satisfied by such date, then this Agreement shall automatically terminate as of such date without further action, and Seller shall retain the Earnest Money Deposit.

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11. Closing.

11.1 Time and Place of Closing. The Closing shall occur in Escrow offered by the Title Company no later than the Closing Date, or at such other time and place as the Parties may mutually agree upon in writing, provided that this Agreement is not terminated as provided herein. A Party need not be present at Closing if that Party has delivered all the items it is required to deliver at Closing to Escrow by the Closing Date with escrow instructions consistent with this Agreement.

11.2 Actions at Closing. At the Closing, the following events shall occur, each being declared to have occurred simultaneously with the other. The Parties shall deliver all documents to be recorded and funds to be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with any supplemental escrow instructions, the form and content of which the Parties shall agree to prior to Closing.

(a) Seller's Deliverables. At Closing, Seller shall deliver possession of the Property. Seller shall also deliver to Buyer:

i. the Deed, in a form substantially similar to the one attached as Exhibit "C", conveying all right, title, and interest in and to the Property and Improvements;

ii. an affidavit in form and content satisfactory to Buyer and Title Company stating that neither Seller nor, if Seller is a disregarded entity for federal income tax purposes, the owner(s) of Seller is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code;

iii. two (2) executed copies of such Seller's statement of settlement setting forth all (1) prorations and credits, if any, provided for in this Agreement, (2) disbursements of the Purchase Price, and (3) expenses of the Closing; and

iv. any other funds, instruments or documents (including any assigned Contracts) as may be reasonably requested by Buyer or the escrow agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld or delayed).

(b) Buyer's Deliverables. Buyer shall deliver:

i. the Purchase Price, including the release of the Earnest Money Deposit;

ii. any other funds, instruments or documents as may be reasonably requested by Seller or the Title Company or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld or delayed).

11.3 Payment of Costs. Buyer and Seller shall each pay one-half of all Closing costs and escrow charges of the Title Company. Seller shall pay the premium for standard owner's title policy. Buyer shall pay for any additional premium required for an extended owner's policy of

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title insurance and the cost of any endorsements requested by Buyer. Seller shall pay for any county and city taxes related to the transaction.

12. Default and Remedies.

12.1 Seller's Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within five (5) days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement, in which case any Earnest Money Deposit shall be paid to Buyer, or (b) obtain specific performance of Seller's obligations under this Agreement plus recovery of all Buyer's costs and expenses in connection with such default.

12.2 Buyer's Default. If Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within five (5) business days after Buyer's receipt of written notice of such failure from Seller, Seller may seek the remedy proscribed in Section 12.4 below.

12.3 Escrow Cancellation Charges. If the escrow established in connection with this Agreement fails to close because of Seller's default, Seller will be liable for any cancellation charges by the Title Company. If the escrow fails to close because of Buyer's default, Buyer will be liable for any cancellation charges by the Title Company. If the escrow fails to close for any other reason, Buyer and Seller must split any cancellation charges equally, except that Buyer must bear the entire cost of the Title Commitment and any amendments thereto. Buyer and Seller will mutually execute cancellation and Earnest Money Deposit disbursement instructions to escrow.

12.4 Liquidated Damages. BUYER AND SELLER HEREBY AGREE THAT IT WOULD BE DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES RESULTING FROM A MATERIAL BREACH OF THIS AGREEMENT BY BUYER. THEREFORE, BUYER AND SELLER AGREE THAT IN THE EVENT OF A MATERIAL BREACH BY BUYER, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE RETENTION OF THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT THIS LIQUIDATED DAMAGES PROVISION REPRESENTS REASONABLE COMPENSATION FOR THE LOSS INCURRED BY BUYER'S MATERIAL BREACH HEREUNDER.

13. Real Property Taxes. Real property taxes and assessments shall be prorated as of Closing. Seller shall be responsible for any and all deferred or abated taxes and related interest and charges, any past due taxes and assessments through Closing and shall cause such to be paid and removed at or before Closing. The current year's taxes shall be prorated between the Parties as of Closing.

14. Seller's Indemnity. To the fullest extent permitted by law, Seller shall indemnify, hold harmless and defend Buyer, its employees, officers, representatives and/or agents (collectively, the "Buyer Indemnified Parties") against any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought, made against or incurred by Buyer Indemnified Parties, relating to (1) the environmental condition of the Property; (2) otherwise arising from any incident occurring on the Property prior to the Closing Date; (3) a breach of any representations or warranties of Seller with regard to the Property or otherwise as set forth herein; or (4) any violation of applicable laws and regulations.

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15. Miscellaneous

15.1 Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the Parties respecting such matters. This Agreement may be amended or modified only by mutual written agreement.

15.2 Survival. All warranties, representations, covenants and agreements contained in this Agreement and all documents delivered in connection with this Agreement, in each case, that by their nature are intended to survive shall survive the Closing of the transaction contemplated hereby or, if applicable, the termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, and assigns; provided, however, that notwithstanding the foregoing, neither Party's interest under this Agreement may be assigned, encumbered, or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise.

15.4 Notices. It is understood and agreed that notices regarding this Agreement shall be sent to either Party by electronic mail. The receiving Party shall confirm read/receipt of said notice delivered by issuing an electronic mail message and not an automatic reply.

To Seller:
Utah Transit Authority
Attention: Property Management
669 W. 200 S.
Salt Lake City, UT 84101

To Buyer:
South Jordan City
1600 W Towne Center Drive
South Jordan, UT 84095

15.5 Time of Essence. Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.

15.6 Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if the Parties to this Agreement had executed the same counterpart. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

15.7 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

15.8 Waiver. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement or any warranty or representation under this Agreement by the other Party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a Party after any such breach by another Party shall be deemed to be a waiver of

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any further breach of this Agreement or of any representation or warranty by such other Party whether or not the first Party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a Party to exercise any right it may have by the terms of this Agreement or by law upon the default of another Party, and no delay in the exercise of any such right by the first Party at any time when such other Party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

15.9 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

15.10 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

15.11 No Presumption Against Drafting Party. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any applicable law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

15.12 No Recording. This Agreement shall not be recorded in the real property records.

15.13 Further Instruments. Each Party shall from time to time execute and deliver such further documents or instruments as the other Party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

15.14 Approvals Required. Seller is a large public transit district organized pursuant to the laws of the State of Utah. This Agreement is contingent upon, and shall not be valid until, it is approved by the UTA Board of Trustees and has the concurrence of the Federal Transit Administration.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year last below written.

SELLER
Utah Transit Authority

Signed: _____
Name: Spencer Burgoyne
Title: Manager Property Administration
Date: _____

Signed: _____
Name: Dave Hancock
Title: Chief Capital Services Officer
Date: _____

Signed: _____
Name: Jay Fox
Title: Executive Director
Date: _____

APPROVED AS TO FORM:

DocuSigned by:
Tim Merrill
56A03BC7C491482...

Tim. Merrill

Assistant Attorney General

Counsel To UTA

BUYER
South Jordan City

Signed: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A
Legal Description of Property

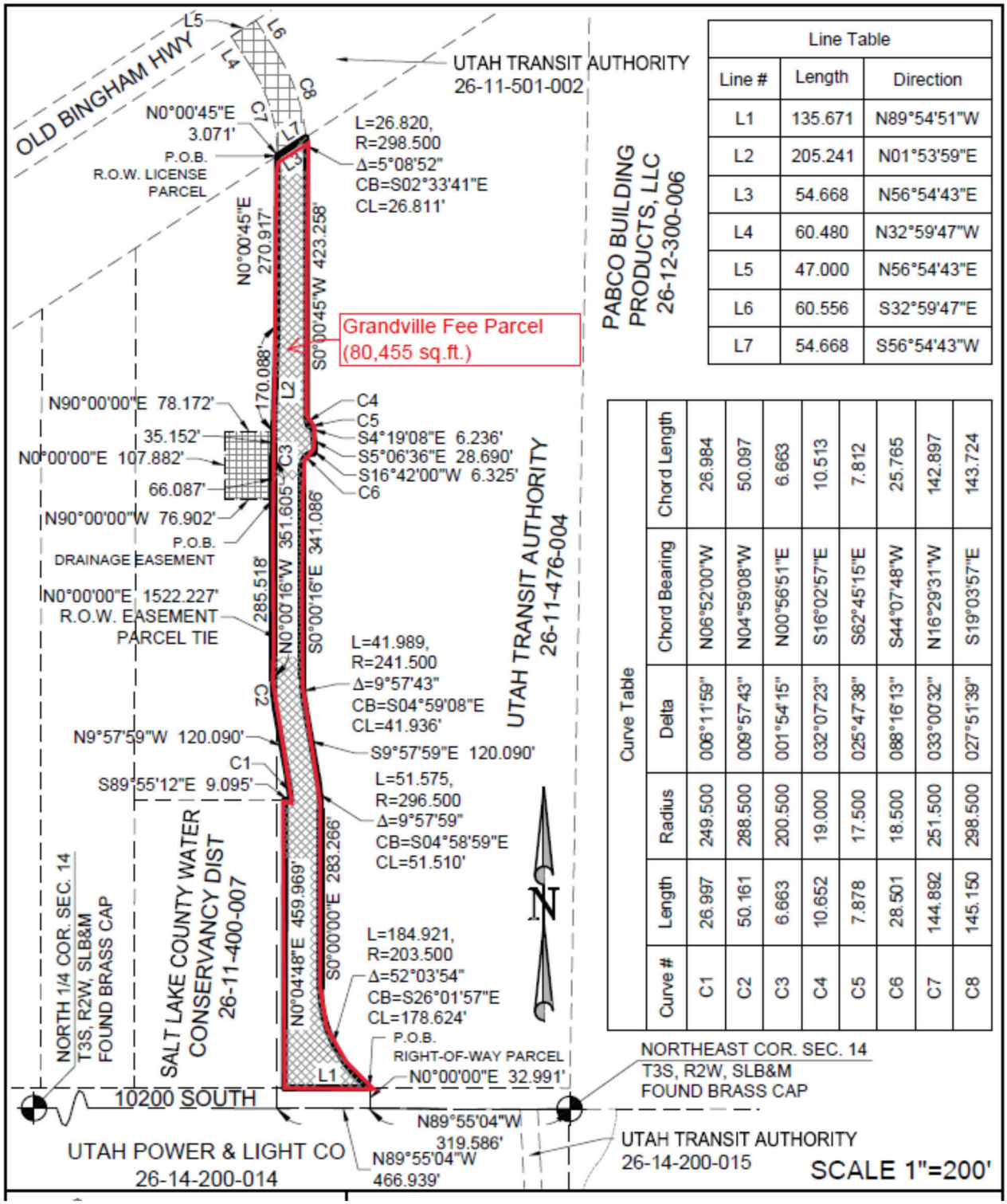
Beginning at point on the North Right-of-Way Line of 10200 South Street, said point lies North 89°55'04" West 319.586 feet along the Section Line and North 32.991 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°54'51" West 135.671 feet to a point on a West Line of Utah Transit Authority Parcel No. 26-11-476-004; thence along said Utah Transit Authority Parcel No. 26-11-476-004 North 00°04'48" East 459.969 feet to a corner common to said Utah Transit Authority Parcel No. 26-11-476-004 and Salt Lake County Water Conservancy District Parcel No. 26-11-400-007; thence South 89°55'12" East 9.095 feet to a point on a 249.500 foot radius non tangent curve to the left, (radius bears South 86°14'00" West, Chord: North 06°52'00" West 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59"; thence North 09°57'59" West 120.090 feet to a point on a 288.500 foot radius tangent curve to the right, (radius bears North 80°02'01" East, Chord: North 04°59'08" West 50.097 feet); thence along the arc of said curve 50.161 feet through a central angle of 09°57'43"; thence North 00°00'16" West 351.605 feet to a point on a 200.500 foot radius tangent curve to the right, (radius bears North 89°59'44" East, Chord: North 00°56'51" East 6.663 feet); thence along the arc of said curve 6.663 feet through a central angle of 01°54'15"; thence North 01°53'59" East 205.241 feet; thence North 00°00'45" East 270.917 feet to the Southeasterly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 54.668 feet to a point on a 298.500 foot radius non tangent curve to the right, (radius bears South 84°51'52" West, Chord: South 02°33'41" East 26.811 feet); thence along the arc of said curve 26.820 feet through a central angle of 05°08'52"; thence South 00°00'45" West 423.258 feet to a point on a 19.000 foot radius tangent curve to the left, (radius bears South 89°59'15" East, Chord: South 16°02'57" East 10.513 feet); thence along the arc of said curve 10.652 feet through a central angle of 32°07'23" to a point of compound curvature with a 17.500 foot radius non tangent curve to the left, (radius bears North 40°08'34" East, Chord: South 62°45'15" East 7.812 feet); thence along the arc of said curve 7.878 feet through a central angle of 25°47'38"; thence South 04°19'08" East 6.236 feet; thence South 05°06'36" East 28.690 feet; thence South 16°42'00" West 6.325 feet to a point on a 18.500 foot radius non tangent curve to the left, (radius bears South 01°44'06" East, Chord: South 44°07'48" West 25.765 feet); thence along the arc of said curve 28.501 feet through a central angle of 88°16'13"; thence South 00°00'16" East 341.086 feet to a point on a 241.500 foot radius tangent curve to the left, (radius bears North 89°59'44" East, Chord: South 04°59'08" East 41.936 feet); thence along the arc of said curve 41.989 feet through a central angle of 09°57'43"; thence South 09°57'59" East 120.090 feet to a point on a 296.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 04°58'59" East 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence South 283.266 feet to a point on a 203.500 foot radius non tangent curve to the left, (radius bears East, Chord: South 26°01'57" East 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54" to the point of beginning.

Property contains 1.847 acres, 80,455 square feet.

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EXHIBIT B

Depiction of the Property



Line Table		
Line #	Length	Direction
L1	135.671	N89°54'51"W
L2	205.241	N01°53'59"E
L3	54.668	N56°54'43"E
L4	60.480	N32°59'47"W
L5	47.000	N56°54'43"E
L6	60.556	S32°59'47"E
L7	54.668	S56°54'43"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	26.997	249.500	006°11'59"	N06°52'00"W	26.984
C2	50.161	288.500	009°57'43"	N04°59'08"W	50.097
C3	6.663	200.500	001°54'15"	N00°56'51"E	6.663
C4	10.652	19.000	032°07'23"	S16°02'57"E	10.513
C5	7.878	17.500	025°47'38"	S62°45'15"E	7.812
C6	28.501	18.500	088°16'13"	S44°07'48"W	25.765
C7	144.892	251.500	033°00'32"	N16°29'31"W	142.897
C8	145.150	298.500	027°51'39"	S19°03'57"E	143.724

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EXHIBIT C
Form of Deed

When Recorded, Return to:
City of South Jordan
Attn: Don Tingey
1600 W. Town Center Drive
South Jordan City, Utah 84095
Tax ID No. 26-11-476-004

TAX NOTICES:
City of South Jordan
1600 W. Town Center Drive
South Jordan, Utah 84095

GENERAL WARRANTY DEED

In consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, **Utah Transit Authority**, a large public transit district organized and existing pursuant Utah law ("Grantor"), whose address is 669 West 200 South Salt Lake City, Utah 84101, hereby grants, transfers, conveys and warrants to the **City of South Jordan**, a political subdivision of the State of Utah, ("Grantee"), whose address is 1600 W. Town Center Drive, South Jordan, Utah 84095, all rights, title and interests in and to the real property located in Salt Lake County, Utah, more fully described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

TOGETHER WITH: all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Seller in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, together with all water rights, water shares, water certificates, wells and well permits applicable or related thereto, all subsurface rights owned by Grantor including, without limitation, all mineral, gas, oil, and geothermal rights, and together with any and all buildings and other fixtures and appurtenances thereto and improvements thereon.

SUBJECT ONLY TO Easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2024 and thereafter.

[SIGNATURE TO FOLLOW]

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IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed this ___ day of _____, 20___.

GRANTOR:

Utah Transit Authority

By: _____
Name: _____
Its: _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
} SS.

COUNTY OF _____)

On the ___ day of _____, 20___, personally appeared before me _____, who being by me duly sworn, did say that she/he is the _____ of _____, and that the foregoing instrument was signed on behalf of said company, and the said _____ acknowledged to me that said company executed the same.

_____
Notary Public

My commission expires:

_____

Residing at _____

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Exhibit A to Deed

Property Description

Beginning at point on the North Right-of-Way Line of 10200 South Street, said point lies North 89°55'04" West 319.586 feet along the Section Line and North 32.991 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°54'51" West 135.671 feet to a point on a West Line of Utah Transit Authority Parcel No. 26-11-476-004; thence along said Utah Transit Authority Parcel No. 26-11-476-004 North 00°04'48" East 459.969 feet to a corner common to said Utah Transit Authority Parcel No. 26-11-476-004 and Salt Lake County Water Conservancy District Parcel No. 26-11-400-007; thence South 89°55'12" East 9.095 feet to a point on a 249.500 foot radius non tangent curve to the left, (radius bears South 86°14'00" West, Chord: North 06°52'00" West 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59"; thence North 09°57'59" West 120.090 feet to a point on a 288.500 foot radius tangent curve to the right, (radius bears North 80°02'01" East, Chord: North 04°59'08" West 50.097 feet); thence along the arc of said curve 50.161 feet through a central angle of 09°57'43"; thence North 00°00'16" West 351.605 feet to a point on a 200.500 foot radius tangent curve to the right, (radius bears North 89°59'44" East, Chord: North 00°56'51" East 6.663 feet); thence along the arc of said curve 6.663 feet through a central angle of 01°54'15"; thence North 01°53'59" East 205.241 feet; thence North 00°00'45" East 270.917 feet to the Southeasterly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 54.668 feet to a point on a 298.500 foot radius non tangent curve to the right, (radius bears South 84°51'52" West, Chord: South 02°33'41" East 26.811 feet); thence along the arc of said curve 26.820 feet through a central angle of 05°08'52"; thence South 00°00'45" West 423.258 feet to a point on a 19.000 foot radius tangent curve to the left, (radius bears South 89°59'15" East, Chord: South 16°02'57" East 10.513 feet); thence along the arc of said curve 10.652 feet through a central angle of 32°07'23" to a point of compound curvature with a 17.500 foot radius non tangent curve to the left, (radius bears North 40°08'34" East, Chord: South 62°45'15" East 7.812 feet); thence along the arc of said curve 7.878 feet through a central angle of 25°47'38"; thence South 04°19'08" East 6.236 feet; thence South 05°06'36" East 28.690 feet; thence South 16°42'00" West 6.325 feet to a point on a 18.500 foot radius non tangent curve to the left, (radius bears South 01°44'06" East, Chord: South 44°07'48" West 25.765 feet); thence along the arc of said curve 28.501 feet through a central angle of 88°16'13"; thence South 00°00'16" East 341.086 feet to a point on a 241.500 foot radius tangent curve to the left, (radius bears North 89°59'44" East, Chord: South 04°59'08" East 41.936 feet); thence along the arc of said curve 41.989 feet through a central angle of 09°57'43"; thence South 09°57'59" East 120.090 feet to a point on a 296.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 04°58'59" East 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence South 283.266 feet to a point on a 203.500 foot radius non tangent curve to the left, (radius bears East, Chord: South 26°01'57" East 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54" to the point of beginning.

Property contains 1.847 acres, 80,455 square feet.

Exhibit B
Purchase and Sale Agreement with Rocky Mountain Power

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Agreement for Sale and Purchase of Real Property, including all attached exhibits (the "Agreement"), is made by and between **PacifiCorp, an Oregon corporation** ("Buyer"), and **Utah Transit Authority** ("Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller is owner of fee title to certain real properties located in West Jordan City, Salt Lake County, State of Utah, commonly known as assessor's tax parcel number 26-11-476-004 ("Seller's Property")

B. Buyer desires to purchase a portion of Seller's Property as more particularly described in **Exhibit A** and shown on **Exhibit B** (the "Property") for a future transmission corridor.

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, the Property, collectively with all improvements, structures, appurtenances, rights, privileges and easements belonging thereto and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Definitions. The following basic terms, conditions, and definitions are applicable to and an integral part of, and shall be deemed incorporated by reference in, this Agreement:

Business Day. Any day that is not a Saturday, Sunday, or federal or state holiday.

Closing. The recording of the Deed conveying the Property to Buyer in exchange for the release of the Purchase Price to Seller.

Closing Date. The date scheduled for the Closing, which shall be on or around June 1, 2024, or such other date mutually agreed by the Parties.

Contracts. Any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.

Deed. A General Warranty Deed conveying the Property to Buyer, subject only to Permitted Title Exceptions, duly executed and acknowledged by Seller and in proper form for recording.

Due Diligence Documents. Such documents in Seller's possession, including but not limited to 1) any unrecorded instrument that may benefit or burden the Property 2) contracts, 3) licenses, leases, or permits, 4) surveys, 5) documents related to the environmental condition of the

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Property and the environmental condition of any adjoining lands to the extent held by Seller ("Environmental Documents"). Environmental Documents shall include but shall not be limited to any documents related to groundwater monitoring, groundwater quality and groundwater gradient.

Due Diligence Period. The period commencing on the Effective Date and expiring sixty (60) days before the Closing Date, subject to termination earlier upon termination of this Agreement.

Effective Date. The last date on which both Parties have fully executed and delivered their respective executed counterpart of this Agreement to the other party.

Permitted Title Exceptions. Those items disclosed on the Title Commitment and/or Survey, to which Buyer does not object under Section 6.2

Planned Use. Buyer is acquiring the Property for the construction of electric power lines, substations, or any other necessary or desirable appurtenances needed for Buyer's business.

Preliminary Title Report. A Preliminary Title Commitment Report ("PTR").

Purchase Price. The purchase price is NINE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS ($956,484.00). The price is based on $9.00 per square foot of land plus half of the severance damages described in the Ken Mitchell, MAI appraisal report dated June 14, 2023.

Seller's Liens. Any deeds of trust, mortgages, or mechanics', judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than assigned Contracts, if any).

Title Commitment. The commitment for title insurance covering the Property on the standard form prescribed by the American Land Title Association ("ALTA"), issued by the Title Company and dated on or before the date of this Agreement.

Title Company/Escrow. The title company will be US Title Insurance Agency with Elton Anderson as the escrow agent, located at 12198 South State Street, Suite #1 Draper, Utah 84020 with a contact number of 801-895-7201.

Title Policy. A standard ALTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Land and Improvements (if any) in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions, together with such endorsements as may be requested by Buyer.

Updated Preliminary Title Commitment Report. An updated PTR ("UPTR").

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2. Agreement to Purchase and Sell. In recognition of consideration received and subject to the terms and conditions set forth in this Agreement, Seller agrees to convey to Buyer, and Buyer agrees to purchase and take from Seller, all right, title and interest in and to the Property, together with all right, title, and interest held by Seller in and to the improvements, rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from the Property, including, without limitation, all water, water rights, ditches, and ditch rights, oil, gas appurtenant to the Property. The sale will also include all right, title, and interest of Seller in the roads and travel ways adjoining or passing through the Property.

3. Earnest Money Deposit. Seller does not require an earnest money deposit.

4. Purchase Price and Payment. Buyer shall pay Seller the Purchase Price through the Title Company at Closing. The Purchase Price shall be adjusted at Closing for the credits, prorations, and adjustments provided herein, including a credit for any Earnest Money Deposit as described in Section 3 and any other adjustments in accordance with this Agreement.

5. Neutral Seller. Seller acknowledges that Buyer intends to construct an electrical substation, power lines and necessary or desirable appurtenances on the Property. Seller agrees that it will not object to, interfere with or otherwise publicly oppose Buyer's permitting efforts before and after the conveyance of Property to Buyer. This provision shall survive closing.

6. Title and Review.

6.1 Commitment of Title Insurance. Within seven (7) business days from the Effective Date, Seller shall deliver a PTR to Buyer. Buyer shall have the option, at its sole cost and expense to obtain an extended owner's coverage policy. Seller shall cooperate with Buyer in providing all instruments required by Title Company to issue such extended coverage and all Buyer's required endorsements.

6.2 Objection to Title.

(a) Within the Due Diligence Period Buyer may provide to Seller any written objections to any title matters on the PTR. If Buyer fails to deliver such objections within the above time period, then all title exceptions disclosed on the PTR shall constitute Permitted Exceptions.

(b) Seller shall have ten (10) days from receipt of notice of objection to title conditions to respond to Buyer that Seller shall cure such objectionable title conditions, at Seller's sole cost, prior to Closing. If Seller fails to provide Buyer notice that it will cure all objectionable title conditions then Buyer shall have the option to either: (a) terminate this Agreement, in which event Buyer shall receive a full refund of any Earnest Money Deposit and the Parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding Seller's failure to confirm cure of any objectionable title condition.

(c) Buyer may order an UPTR at any time and provide a copy thereof to Seller. To the extent such UPTR reflects any new title condition then such new title condition shall be deemed unacceptable to Buyer and Seller shall again be obligated to respond within ten (10) days

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of receipt of the UPTR as to Seller's willingness and ability to cure such new condition prior to Closing or Buyer shall have the same elections as designated in Section 6.2 (b) above.

6.3 Delivery of Title Insurance. On the Closing Date, Seller shall cause the Title Company to commit to issue in favor of Buyer a standard coverage owner's policy of title insurance with respect to the Property in the amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Title Exceptions and containing such title policy endorsements that may be obtained in Utah as Buyer may require. Seller shall cause Title Company to deliver the Title Policy to Buyer within thirty (30) days after the Closing Date.

7. Other Due Diligence and Inspections.

7.1 Due Diligence. Buyer's due diligence may include, but not be limited to, determining if title or physical encumbrances on the Property would interfere with the Planned Use; pursuing acquisition of necessary permits for the Planned Use; and performing site studies to determine if Property is suitable for the Planned Use. Seller, as the underlying landowner, agrees to cooperate with Buyer as necessary for Buyer to acquire such permits.

7.2 Inspections. During the Due Diligence Period, Buyer shall have the license and right to enter onto the Property from time to time for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable ("Inspections"); provided, that Buyer shall give Seller reasonable advance notice of and opportunity to be present at such Inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer agrees to repair and restore any damage to the Property caused by such Inspections.

7.3 Due Diligence Documents. Within fifteen (15) calendar days of the Effective Date, Seller shall deliver to Buyer true and correct copies of any Due Diligence Documents in Seller's possession.

7.4 Buyer's Termination. Buyer may elect to terminate this Agreement if, in Buyer's sole discretion, the Due Diligence, Inspections, or Due Diligence Documents are unsatisfactory to Buyer, extinguishing all obligations of the Parties to purchase and sell the Property, by delivering written notice to Seller.

8. Representations and Warranties.

8.1 Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

(a) Seller is the owner of fee title to the Property, and the Property is, or will be as of the Closing Date, subject only to the Permitted Title Exceptions and is free and clear of all physical encroachments to the best of Seller's knowledge.

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(b) The execution of this Agreement and performance of Seller's duties and obligation under this Agreement do not and will not violate any agreement to which Seller is a party or by which it is otherwise bound and, when executed and delivered by Seller, this Agreement will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller has provided copies of all Due Diligence Documents to Buyer, and no other contracts, leases, licenses, commitment or undertakings of which Seller is a party exist relating to the Property.

(d) Seller has not received any notices, demands or deficiency statements from any mortgagee of the Property or from any state, municipal or county government or agency or any insurer relating to the Property, and which have not been cured or remedied except property valuation and tax notices issued by Salt Lake County.

(e) Seller has not received notice of and has no reason to believe that the Property is associated with any other violations of law or contractual dispute or violation.

(f) Other than those Due Diligence Documents delivered to Buyer, no other instruments exist that bear upon or burden or otherwise impact the Property or its owner.

(g) Seller represents and warrants that the Property does not, and at Closing, shall not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCB's) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil, or sites of known hazardous substances releases; and the Property is free from the presence of hazardous waste or materials and no hazardous substances have been generated, stored, released, disposed of, or transported over, on or within the Property. The terms "hazardous substances" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or similar term) by any applicable federal, state, or local statute, regulation, rule, or ordinance.

(h) Other than what has been disclosed to Buyer, Seller has no knowledge of any fact or condition that would materially impair the fair market value of the Property, would materially increase the cost of operating the Property, or would be inconsistent with the terms of this Agreement.

(i) Seller acknowledges that Buyer is acquiring the Property to construct the Planned Use. Seller agrees not to object to or take any action inconsistent with Buyer's permitting efforts during the term of this Agreement and following conveyance of Property to Buyer in the event Buyer purchases the Property. This obligation shall survive Closing.

(j) No person, broker or entity, whether or not affiliated with Seller is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Seller.

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8.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement, the execution of this Agreement, and performance of Buyer's duties and obligation hereunder do not and will not violate any agreement to which Buyer is a party or by which it is otherwise bound and. When executed and delivered by Buyer, this Agreement will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) No person, broker or entity, whether or not affiliated with Buyer is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Buyer.

9. Seller's Use of the Property. From and after the Effective Date until Closing, or earlier termination of this Agreement, Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer's consent, other than exceptions to be cured by Closing. Further, except as otherwise provided for under this Agreement, Seller agrees to pay, when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect to the Property through the Closing.

10. Buyer's Contingencies.

10.1 Condition Contingencies. The obligations of Buyer under this Agreement are conditioned upon the satisfaction or waiver of all requirements and contingencies set forth below:

(a) Buyer will receive title to the Property, in accordance with this Agreement at Closing;

(b) Seller's representations and warranties continue to be true and correct, in all material respects, prior to Closing;

(c) Buyer is satisfied with all its due diligence and inspections with respect to the Property;

(d) Buyer is satisfied that no other facts or circumstances exist that may make its acquisition, ownership, occupancy, or use of the Property imprudent, all in its sole and absolute discretion, in each case by the end of the Due Diligence Period; and

If any contingency in Section 10.1 (a) through (d) is not satisfied or waived by the applicable deadline noted above, then Buyer may terminate this Agreement by written notice to Seller at any time prior to such deadline and Buyer shall receive a full refund of any Earnest Money Deposit.

10.2 Buyer's Approval Contingency. In addition, the obligations of Buyer under this Agreement are conditioned upon Buyer's approval, in its sole and absolute discretion, that the

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Property is suitable for the Planned Use no later than the Closing Date, and if such contingency is not satisfied by such date, then this Agreement shall automatically terminate as of such date without further action, and Seller shall retain the Earnest Money Deposit.

11. Closing.

11.1 Time and Place of Closing. The Closing shall occur in Escrow offered by the Title Company no later than the Closing Date, or at such other time and place as the Parties may mutually agree upon in writing, provided that this Agreement is not terminated as provided herein. A Party need not be present at Closing if that Party has delivered all the items it is required to deliver at Closing to Escrow by the Closing Date with escrow instructions consistent with this Agreement.

11.2 Actions at Closing. At the Closing, the following events shall occur, each being declared to have occurred simultaneously with the other. The Parties shall deliver all documents to be recorded and funds to be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with any supplemental escrow instructions, the form and content of which the Parties shall agree to prior to Closing.

(a) Seller's Deliverables. At Closing, Seller shall deliver possession of the Property. Seller shall also deliver to Buyer:

i. the Deed, in a form substantially similar to the one attached as Exhibit "C", conveying all right, title, and interest in and to the Property and Improvements;

ii. an affidavit in form and content satisfactory to Buyer and Title Company stating that neither Seller nor, if Seller is a disregarded entity for federal income tax purposes, the owner(s) of Seller is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code;

iii. two (2) executed copies of such Seller's statement of settlement setting forth all (1) prorations and credits, if any, provided for in this Agreement, (2) disbursements of the Purchase Price, and (3) expenses of the Closing; and

iv. any other funds, instruments or documents (including any assigned Contracts) as may be reasonably requested by Buyer or the escrow agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld or delayed).

(b) Buyer's Deliverables. Buyer shall deliver:

i. the Purchase Price, including the release of the Earnest Money Deposit;

ii. any other funds, instruments or documents as may be reasonably requested by Seller or the Title Company or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld or delayed).

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11.3 Payment of Costs. Buyer and Seller shall each pay one-half of all Closing costs and escrow charges of the Title Company. Seller shall pay the premium for standard owner's title policy. Buyer shall pay for any additional premium required for an extended owner's policy of title insurance and the cost of any endorsements requested by Buyer. Seller shall pay for any county and city taxes related to the transaction.

12. Default and Remedies.

12.1 Seller's Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within five (5) days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement, in which case any Earnest Money Deposit shall be paid to Buyer, or (b) obtain specific performance of Seller's obligations under this Agreement plus recovery of all Buyer's costs and expenses in connection with such default.

12.2 Buyer's Default. If Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within five (5) business days after Buyer's receipt of written notice of such failure from Seller, Seller may seek the remedy proscribed in Section 12.4 below.

12.3 Escrow Cancellation Charges. If the escrow established in connection with this Agreement fails to close because of Seller's default, Seller will be liable for any cancellation charges by the Title Company. If the escrow fails to close because of Buyer's default, Buyer will be liable for any cancellation charges by the Title Company. If the escrow fails to close for any other reason, Buyer and Seller must split any cancellation charges equally, except that Buyer must bear the entire cost of the Title Commitment and any amendments thereto. Buyer and Seller will mutually execute cancellation and Earnest Money Deposit disbursement instructions to escrow.

12.4 Liquidated Damages. BUYER AND SELLER HEREBY AGREE THAT IT WOULD BE DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES RESULTING FROM A MATERIAL BREACH OF THIS AGREEMENT BY BUYER. THEREFORE, BUYER AND SELLER AGREE THAT IN THE EVENT OF A MATERIAL BREACH BY BUYER, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE RETENTION OF THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT THIS LIQUIDATED DAMAGES PROVISION REPRESENTS REASONABLE COMPENSATION FOR THE LOSS INCURRED BY BUYER'S MATERIAL BREACH HEREUNDER.

13. Real Property Taxes. Real property taxes and assessments shall be prorated as of Closing. Seller shall be responsible for any and all deferred or abated taxes and related interest and charges, any past due taxes and assessments through Closing and shall cause such to be paid and removed at or before Closing. The current year's taxes shall be prorated between the Parties as of Closing.

14. Seller's Indemnity. To the fullest extent permitted by law, Seller shall indemnify, hold harmless and defend Buyer, its employees, officers, representatives and/or agents (collectively, the "Buyer Indemnified Parties") against any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought, made against or incurred by Buyer Indemnified Parties, relating to (1) the environmental condition of

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the Property; (2) otherwise arising from any incident occurring on the Property prior to the Closing Date; (3) a breach of any representations or warranties of Seller with regard to the Property or otherwise as set forth herein; or (4) any violation of applicable laws and regulations.

15. Miscellaneous

15.1 Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the Parties respecting such matters. This Agreement may be amended or modified only by mutual written agreement.

15.2 Survival. All warranties, representations, covenants and agreements contained in this Agreement and all documents delivered in connection with this Agreement, in each case, that by their nature are intended to survive shall survive the Closing of the transaction contemplated hereby or, if applicable, the termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, and assigns; provided, however, that notwithstanding the foregoing, neither Party's interest under this Agreement may be assigned, encumbered, or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise.

15.4 Notices. It is understood and agreed that notices regarding this Agreement shall be sent to either Party by electronic mail. The receiving Party shall confirm read/receipt of said notice delivered by issuing an electronic mail message and not an automatic reply.

To Seller:
Utah Transit Authority
Attention: Property Management
669 W. 200 S.
Salt Lake City, UT 84101

To Buyer:
PacifiCorp
Real Estate Transactions
1407 W. North Temple, Ste. 110
Salt Lake City, UT 84116

With a copy to:
PacifiCorp
Legal Department
1407 W. North Temple, Ste 320
Salt Lake City, UT 84116

15.5 Time of Essence. Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.

15.6 Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if the Parties to this Agreement had executed the same counterpart. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original

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signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

15.7 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

15.8 Waiver. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement or any warranty or representation under this Agreement by the other Party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a Party after any such breach by another Party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other Party whether or not the first Party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a Party to exercise any right it may have by the terms of this Agreement or by law upon the default of another Party, and no delay in the exercise of any such right by the first Party at any time when such other Party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

15.9 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

15.10 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

15.11 No Presumption Against Drafting Party. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any applicable law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

15.12 No Recording. This Agreement shall not be recorded in the real property records.

15.13 Further Instruments. Each Party shall from time to time execute and deliver such further documents or instruments as the other Party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year last below written.

SELLER
Utah Transit Authority

Signed: _____
Name: Spencer Burgoyne
Title: Manager Property Administration
Date: _____

Signed: _____
Name: Dave Hancock
Title: Chief Capital Services Officer
Date: _____

Signed: _____
Name: Jay Fox
Title: Executive Director
Date: _____

APPROVED AS TO FORM:

DocuSigned by:
Tim Merrill
56A03BC7C491482...

Tim Merrill

Assistant Attorney General

Counsel To UTA

BUYER
PACIFICORP, an Oregon corporation

Signed: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A
Legal description of Property

Parcel 1

Beginning at point on the North Right-of-Way line of 10200 South Street, said point lies North 89°55'04" West 259.586 feet along the Section Line and North 33.000 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°55'04" West 60.000 feet to a point on a 203.500 foot radius non tangent curve to the right, (radius bears North 37°56'06" East, Chord: North 26°01'57" West 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54"; thence North 283.266 feet to a point on a 296.500 foot radius tangent curve to the left, (radius bears West, Chord: North 04°58'59" West 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence North 09°57'59" West 25.405 feet; thence South 89°55'12" East 68.871 feet; thence South 359.507 feet; thence South 26°01'13" East 178.702 feet to the point of beginning.

Property contains 0.779 acres, 33,930 square feet.

Parcel 2

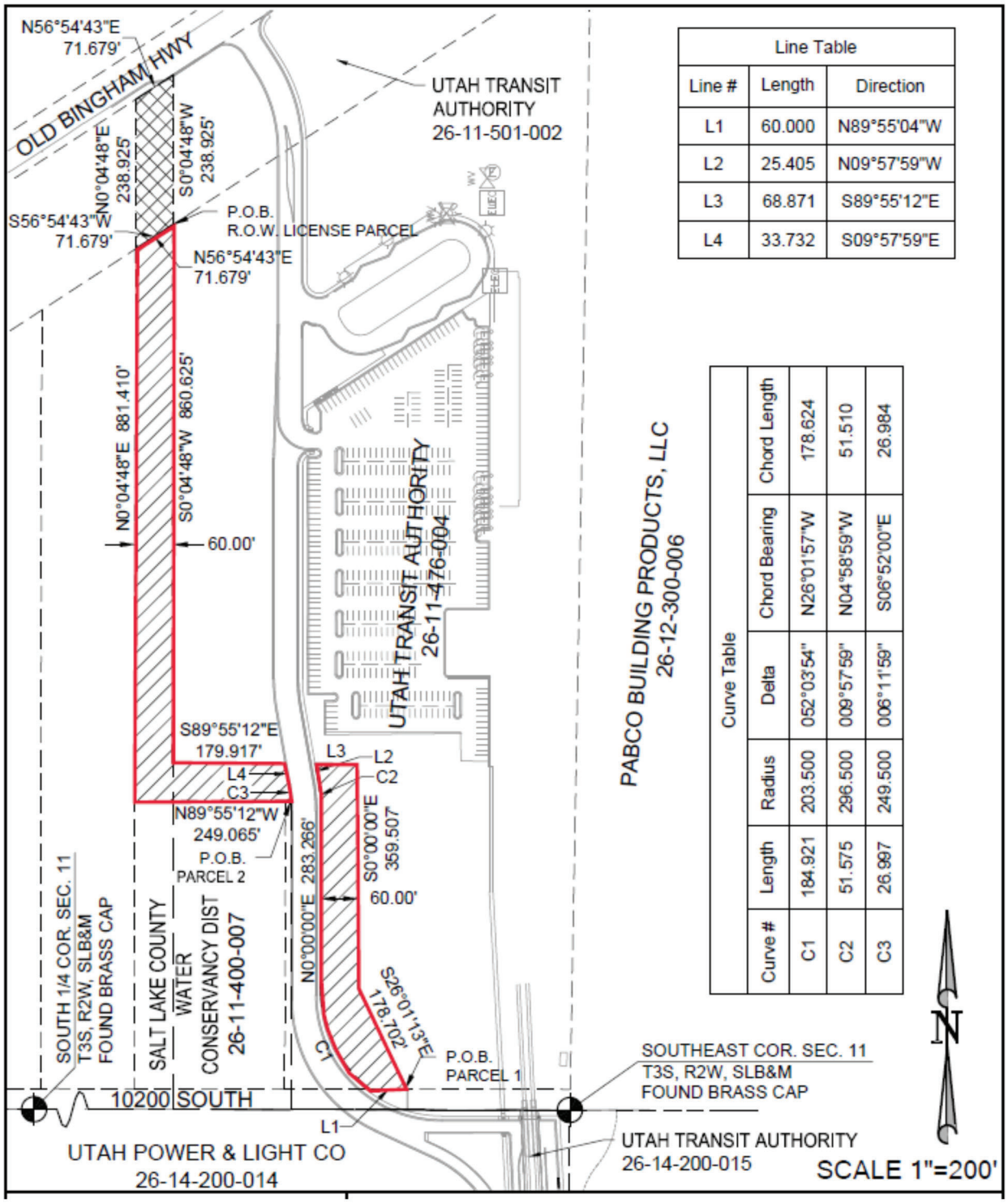
Beginning at a point on an extension of a Southerly Line of Utah Transit Authority Parcel No. 26-11-476-004, said point lies North 89°55'04" West 445.520 feet along the Section Line and North 492.970 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Utah Transit Authority Parcel No. 26-11-476-004 the following (2) courses: 1) North 89°55'12" West 249.065 feet; 2) North 00°04'48" East 881.410 feet to the Southerly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 71.679 feet; thence South 00°04'48" West 860.625 feet; thence South 89°55'12" East 179.917 feet; thence South 09°57'59" East 33.732 feet to a point on a 249.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 06°52'00" East 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59" to the point of beginning.

Property contains 1.496 acres, 65,166 square feet.

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EXHIBIT B

Depiction of the Property



Line Table		
Line #	Length	Direction
L1	60.000	N89°55'04"W
L2	25.405	N09°57'59"W
L3	68.871	S89°55'12"E
L4	33.732	S09°57'59"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	184.921	203.500	052°03'54"	N26°01'57"W	178.624
C2	51.575	296.500	009°57'59"	N04°58'59"W	51.510
C3	26.997	249.500	006°11'59"	S06°52'00"E	26.984

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EXHIBIT C
Form of Deed

When Recorded, Return to:
Rocky Mountain Power
Attn: Lisa Louder/ Mailia Lauto'o
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Tax ID No. 26-11-476-004

TAX NOTICES:
PacifiCorp Property Tax Dept.
825 NE Multnomah St. Ste. 1900
Portland, OR 97232

GENERAL WARRANTY DEED

In consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, **Utah Transit Authority**, a large public transit district organized and existing pursuant to Utah law ("Grantor"), whose address is 669 West 200 South Salt Lake City, Utah 84101, hereby grants, transfers, conveys and warrants to **PacifiCorp, an Oregon corporation**, ("Grantee"), whose address is 1407 West North Temple, Salt Lake City, Utah 84116, all rights, title and interests in and to the real property located in Salt Lake County, Utah, more fully described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

TOGETHER WITH: all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Seller in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, together with all water rights, water shares, water certificates, wells and well permits applicable or related thereto, all subsurface rights owned by Grantor including, without limitation, all mineral, gas, oil, and geothermal rights, and together with any and all buildings and other fixtures and appurtenances thereto and improvements thereon.

SUBJECT ONLY TO Easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2024 and thereafter.

[SIGNATURE TO FOLLOW]

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IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed this ___ day of _____, 20___.

GRANTOR:

Utah Transit Authority

By: _____
Name: _____
Its: _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

} SS.

On the ___ day of _____, 20___, personally appeared before me _____, who being by me duly sworn, did say that she/he is the _____ of _____, and that the foregoing instrument was signed on behalf of said company, and the said _____ acknowledged to me that said company executed the same.

_____
Notary Public

My commission expires:

_____

Residing at _____

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Exhibit A to Deed

Property Description

Parcel 1

Beginning at point on the North Right-of-Way line of 10200 South Street, said point lies North 89°55'04" West 259.586 feet along the Section Line and North 33.000 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°55'04" West 60.000 feet to a point on a 203.500 foot radius non tangent curve to the right, (radius bears North 37°56'06" East, Chord: North 26°01'57" West 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54"; thence North 283.266 feet to a point on a 296.500 foot radius tangent curve to the left, (radius bears West, Chord: North 04°58'59" West 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence North 09°57'59" West 25.405 feet; thence South 89°55'12" East 68.871 feet; thence South 359.507 feet; thence South 26°01'13" East 178.702 feet to the point of beginning.

Property contains 0.779 acres, 33,930 square feet.

Parcel 2

Beginning at a point on an extension of a Southerly Line of Utah Transit Authority Parcel No. 26-11-476-004, said point lies North 89°55'04" West 445.520 feet along the Section Line and North 492.970 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Utah Transit Authority Parcel No. 26-11-476-004 the following (2) courses: 1) North 89°55'12" West 249.065 feet; 2) North 00°04'48" East 881.410 feet to the Southerly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 71.679 feet; thence South 00°04'48" West 860.625 feet; thence South 89°55'12" East 179.917 feet; thence South 09°57'59" East 33.732 feet to a point on a 249.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 06°52'00" East 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59" to the point of beginning.

Property contains 1.496 acres, 65,166 square feet.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

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

TITLE:

R2024-06-06 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve resolution R2024-06-06 authorizing the Executive Director to execute the grants specified in Exhibit A of the resolution.

BACKGROUND:
Board Policy 2.2 - Contract Authority, Procurement and Grants requires agency staff to present discretionary grant awards of $200,000 or more to the Board of Trustees for approval at the time of award. Such awards must be approved in the agency budget prior to the Board's approval of the grant agreement.

DISCUSSION:
UTA has been selected to receive the following grants:

Two grants from the United States Department of Transportation (USDOT) for Community Project Funding (Earmarks):

- 5600 West Westside Express - $3,500,000 (IPCS GRNT-0345)
- Efficient On-Route Electric Bus Charging - $2,000,000 (IPCS GRNT-0267)

One grant from the Federal Transit Administration (FTA):

- 5338 Transit Oriented Development (TOD) Pilot Program grant for TOD FrontRunner Corridor, Market, Housing, and Economic Impact Analysis - $360,000 (IPCS GRNT-0360)

One grant from Congestion Mitigation & Air Quality (CMAQ) funds from the Metropolitan Planning Organization (MPO) Wasatch Front Regional Council (WFRC). These MPO funds are transferred from the Federal Highway Administration (FHWA) to FTA:

- 5600 West Westside Express - $2,000,000 (IPCS GRNT-0335)

A detailed list of the grant awards is attached as Exhibit A to the resolution.

ALTERNATIVES:
If the grants are not executed in a timely manner, reimbursement of project costs may be delayed.

FISCAL IMPACT:
All Projects in Exhibit A are accounted for in the 2024-2029 Capital Plan. All planned grant funding for 2024 is included in the Approved 2024 Capital Budget.

ATTACHMENTS:
Resolution R2024-06-06

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE GRANT AGREEMENTS FOR SPECIFIED PROJECTS

R2024-06-06 June 12, 2024

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

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

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

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

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

WHEREAS, the Board understands and recognizes the time sensitive nature often associated with executing grant agreements and the project schedules the grants are supporting; and

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

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

1. That the Board hereby approves the grant awards for the Projects identified in Exhibit A.

2. That the Board hereby authorizes the Executive Director to execute the grants for the Projects listed in Exhibit A.

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3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the grants for the Projects listed in Exhibit A.

4. That the corporate seal be attached hereto.

Approved and adopted this 12th day of June 2024

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...
Legal Counsel

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Exhibit A

Grants Selected for Award as of 5/16/2024 for Board Approval 6/12/2024

Awarding Agency	Funding Program	Project Description	UTA Grant Number	Grant Funds Awarded	Required Local Match	Included in Capital Budget	Included in Operating Budget	Pre-Award Authority Y/N
USDOT	FY2023 Community Project Funding (Earmark)	5600 West Westside Express (MSP260)	GRNT-0345	$ 3,500,000	$ 875,000	Y	NA	Y
	FY2024 Community Project Funding (Earmark)	Efficient On-Route Electric Bus Charging (REV236)	GRNT-0267	$ 2,000,000	$ 500,000	Y	NA	Y
FTA	FY2023 5338 TOD Pilot Program	TOD FrontRunner Corridor, Market, Housing, and Economic Impact Analysis (MSP263)	GRNT-0360	$ 360,000	$ -	Y	NA	Y
FHWA transfer to FTA - for WFRC and MAG	FY2023 WFRC SLC - CMAQ	5600 West Westside Express (MSP260)	GRNT-0335	$ 2,000,000	$ 145,232	Y	NA	Y
Total				$ 7,860,000	$ 1,520,232			

Acronyms:

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

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer Rob Lamph, Comptroller Brian Baker, Zions Randall Larsen, Gilmore & Bell

TITLE:

R2024-06-07 - Resolution Authorizing (I) a Tender Offer for a Portion of the Authority's Outstanding Bonds and (II) the Issuance and Sale by the Authority of its Sales Tax Revenue Refunding Bonds in the Aggregate Principal Amount of Not to Exceed $650,000,000, a Portion of Which is Related to the Tender Offer; and Related Matters

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2024-06-07 to authorize the sale of the Authority's Sales Tax Revenue Refunding Bonds, including a potential Tender Offer as presented.

BACKGROUND:

Refinancing of Build America Bonds ("BABs"), Make Whole Call (MWC) and Tender offer.

- UTA has $461.45 million of bonds outstanding with interest rates ranging from 5.7% to 5.9% (Series 2009B & 2010).
- The Authority receives a subsidy from the Federal Government each year to offset some of the interest cost.
- Since the issuance of the Bonds, various Congressional Acts have reduced the subsidy to UTA (subsidy risk). UTA has approximately $130 million in remaining subsidy payments at risk.
- The BABs have a call feature (make whole) that previously made refinancing very costly to UTA.
- Today, unique financial market conditions may present UTA an opportunity to refinance all or a portion of the BABs and achieve savings or at a minimal cost.

- Several entities across the country are contemplating or have already executed similar financings in order to reduce risk from future reductions or elimination of subsidy payments.
- A MWC and tender refunding can be incorporated into a broader BABs refunding transaction relatively seamlessly and at a minimal incremental cost.
- Favorable current market conditions may also allow UTA to execute a bond tender refunding of certain additional outstanding bonds in order to improve overall financing results.
- UTA completed a tender refinancing in 2023 under similar favorable market conditions.

As required in Utah Code §17B-2a-808.1(4), the Authority received approval from the State Finance Review Commission on this proposal on May 15, 2024, and on May 22, 2024 consulted with the Local Advisory Council as required in Utah Code §17B-2a-808.1(2)(C).

DISCUSSION:

Key Benefits

Risk Reduction: Refinancing of all $461.45 million of BABs will eliminate UTA's exposure to the risk of further subsidy reductions as the result of Federal Government actions or inactions.

Market Conditions: Current market conditions, unique on a historical basis, may allow UTA to refinance its BABs with the issuance of tax-exempt bonds and potentially achieve overall debt service savings.

Future Optionality: In 10 years, UTA will likely have the option to refinance the bonds issued today at a lower interest rate and achieve savings.

Lower Overall Debt: the proposed transaction would lower UTA's outstanding indebtedness by approximately $45 million.

ALTERNATIVES:

Not issue refunding bonds.

FISCAL IMPACT:

In the current market, a refunding of all outstanding Series 2009B BABs and 2010 BABs would result in the following:

- Aggregate (2009B & 2010 combined) debt service cashflow savings of approximately $4.0 million.
- Aggregate Net Present Value (NPV) dis-savings are roughly neutral at approximately -$42,000 or -0.01% of refunded par.

The financing would result in significant future optionality (option to refinance again at a lower interest rate for savings). For example, in 2034, assuming current rates, UTA would be able to refund the bonds issued today and achieve NPV savings of $20.6 million (e.g., "Second Order Savings"). This optionality is meaningful

given the current lack of a 10-year par call option on the outstanding BABs.

UTA can achieve added near-term cash flow savings (2025-2029) through additional refunding strategies. Tax-exempt Make-Whole Call ("MWC") refunding of UTA's Series 2007A bonds maturing 2026-2029 generates $13.9 million of total debt service savings in those years. A tender refunding of UTA's Senior Lien Series 2015A maturing in 2025 (assuming 40% tendered/refunded), results in $12.1 million of savings in 2025.

ATTACHMENTS:
Resolution R2024-06-07, including Exhibits

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING (I) A TENDER OFFER FOR A PORTION OF THE AUTHORITY'S OUTSTANDING BONDS AND (II) THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS SALES TAX REVENUE REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $650,000,000, A PORTION OF WHICH IS RELATED TO THE TENDER OFFER; AND RELATED MATTERS

R2024-06-07 June 12, 2024

WHEREAS, pursuant to the provisions of the Public Transit District Act (Utah Code § 17B-2a-801, et seq., the Local Government Bonding Act, Utah Code § 11-14-101, et seq. and the Utah Refunding Bond Act, Utah Code § 11-27-1, et seq. (collectively, the "Act"), the Board of Trustees (the "Board") has authority to issue bonds of the Utah Transit Authority (the "Authority") to refund bonds to refinance any improvements, facilities or property which the Authority is authorized to acquire for use in the Authority's public transit system (the "System") located within the boundaries of its transit district (the "District"); and

WHEREAS, the Board has previously issued various series of its sales tax revenue bonds that remain outstanding (collectively, the "Outstanding Bonds"), for the purpose of financing and refinancing improvements and additions to the System; and

WHEREAS, pursuant to the provisions of the Act, the Board desires to issue bonds to (i) refund a portion of the Outstanding Bonds (the "Refunded Bonds"), (ii) provide funds to accomplish the Optional Tender Offer, (iii) fund a debt service reserve fund, if required, and (iv) pay issuance expenses related thereto; and

WHEREAS, in order to accomplish the foregoing, the Authority desires to issue its sales tax revenue refunding bonds, senior and/or subordinate, in one or more series, from time to time, in an aggregate principal amount of not to exceed $650,000,000 (collectively, the "Series 2024 Bonds"), pursuant to (i) the Act, either (ii) the Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as heretofore amended and supplemented (the "Senior General Indenture") and a Senior Supplemental Indenture of Trust (the "Senior Supplemental Indenture" and collectively with the Senior General Indenture, the "Senior Indenture") and/or (iii) the Subordinate General Indenture of Trust, dated as of July 1, 2006, as heretofore amended and supplemented (the "Subordinate General Indenture") and a Subordinate Supplemental Indenture of Trust (the "Subordinate Supplemental Indenture" and collectively with the Subordinate General Indenture, the "Subordinate Indenture"); and

WHEREAS, the Board hereby approve a call for one or more optional tenders (collectively, the "Optional Tender Offer") for any of the Outstanding

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Bonds (the "Tender Bonds") as determined by the Designated Officers (defined below) in order to accomplish refunding of Bonds; and

WHEREAS, in accordance with Utah Code § 17B-2a-808.1(4), prior to the issuance of the Series 2024 Bonds, the Board has received approval from the State Finance Review Commission (the "SFRC") on May 15, 2024 for the issuance of the Series 2024 Bonds; and

WHEREAS, in accordance with Utah Code § 17B-2a-808.1(2)(c), prior to the issuance of the Series 2024 Bonds, the Board has consulted with the Local Advisory Council on May 22, 2024 for the issuance of the Series 2024 Bonds; and

WHEREAS, there has been presented to the Board at this meeting a form of (i) a Preliminary Official Statement relating to the Series 2024 Bonds (the "Preliminary Official Statement"), (ii) a Senior Supplemental Indenture and Subordinate Supplemental Indenture (collectively, the "Supplemental Indentures"), (iii) a Bond Purchase Agreement, in the case where the Series 2024 Bonds are sold at a negotiated sale or private placement (the "Bond Purchase Agreement"), (iv) a Certificate of Award (the "Certificate of Award"), (v) an Invitation to Tender Bonds (the "Tender Offer") and (vi) an Escrow Deposit Agreement (the "Escrow Agreement"); and

WHEREAS, the Board desires to authorize and approve the finalization and use of the Preliminary Official Statement and any other documents deemed necessary in marketing the Series 2024 Bonds; and

WHEREAS, in order to allow the Authority, with the advice of its financial advisor, Zions Public Finance, Inc. (the "Financial Advisor"), flexibility in setting the pricing date or dates of the Series 2024 Bonds to achieve favorable long-term interest rates, the Board desires to grant to any two of (i) the Treasurer of the Authority, (ii) the Executive Director of the Authority, (iii) the Chair of the Board or (iv) the Comptroller of the Authority (collectively, the "Designated Officers") the authority (without adoption of any additional resolution) to: (a) conduct a competitive, negotiated or private placement sale for the Series 2024 Bonds pursuant to the terms an official notice of bond sale or the Bond Purchase Agreement, as applicable, and, select the purchasers or underwriters of the Series 2024 Bonds; (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold; (c) effect the Optional Tender Offer and confirm the acceptance and terms of the same; and (d) execute a (i) Certificate of Award confirming the sale of the Series 2024 Bonds to the winning bidder pursuant to an official notice of bond sale or (ii) the Bond Purchase Agreement, as applicable; and

WHEREAS, on April 17, 2024, the Board adopted a resolution R2024-04-03 (the "Parameters Resolution") expressing its intention to issue the Series 2024 Bonds and authorizing the posting of a "Notice of Bonds to be Issued," which notice was posted as a Class A notice under Section 63G-30-102 on April 17, 2024;

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NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Utah Transit Authority, as follows:

Section 1. Terms defined in the foregoing recitals shall have the same meaning when used in the body of this Resolution.

Section 2. In accordance with the provisions of Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, and the Parameters Resolution, a "Notice of Bonds to be Issued" has been posted as a Class A notice under Section 63G-30-102 on April 17, 2024, and the Authority has caused a copy of the Parameters Resolution (and all exhibits thereto) to be kept on file in the office of the Authority for public examination during regular business hours at least thirty (30) days from and after the date of posting thereof.

Section 3. The Board is hereby authorized to effect the Optional Tender.

Section 4. In order to provide funds to refund the Refunded Bonds, effect the Optional Tender Offer, to fund a debt service reserve, if needed and pay costs of issuance, the Board hereby finds and determines that it is in the best interests of the Authority and residents within the Authority, for the Authority to issue not more than $650,000,000 aggregate principal amount of the Series 2024 Bonds, in one or more series, from time to time and as senior bonds, to bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, to mature in not to exceed nineteen (19) years, and to be sold at a discount of not less than two percent (2.0%) of the total principal amount thereof, all as shall be approved by the Designated Officers and within the Parameters set forth herein.

Section 5. In accordance with Utah Code § 17B-2a-808.1(4), prior to the issuance of the Series 2024 Bonds, the Board has received approval from the SFRC for the issuance of the Series 2024 Bonds. Also, in accordance with Utah Code § 17B-2a-808.1(2)(c), prior to the issuance of the Series 2024 Bonds, the Board has consulted with the Local Advisory Council, which consultation occurred on May 22, 2024.

Section 6. The Designated Officers are hereby authorized to specify and agree as to the method of sale (among competitive sale, negotiated sale or private placement, and pursuant to any tender offer), the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2024 Bonds for and on behalf of the Authority, provided that such terms are within the Parameters set by this Resolution. The selection of the purchasers or underwriters and the determination of the final terms and redemption provisions for the Series 2024 Bonds by the Designated Officers shall be evidenced by the execution of a (a) Certificate of Award in substantially the form attached hereto as Exhibit C, in the case where the Series 2024 Bonds are sold at a competitive sale, or (b) the Bond Purchase Agreement, if the Series 2024 Bonds are sold at a negotiated sale or private placement in the form attached hereto as

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Exhibit E. The form of the Certificate of Award and of the Bond Purchase Agreement are hereby authorized, approved and confirmed.

The Supplemental Indentures, in substantially the forms presented to this meeting and attached hereto as Exhibit B, the Tender Offer, in substantially the form presented to this meeting and attached hereto as Exhibit G, and the Escrow Agreement (if needed), in substantially the form presented to this meeting and attached hereto as Exhibit D, are hereby authorized, approved, and confirmed. The Designated Officers are hereby authorized to execute and/or deliver the Supplemental Indentures, the Tender Offer and the Escrow Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Authority, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 14 hereof. The approval of such final documents shall be conclusively established by the execution of the Supplemental Indentures and the Escrow Agreement by the Chair or Executive Director and the Treasurer. In the event that the foregoing officers determine that all or any portion of the Series 2024 Bonds should be privately placed, the Bond Purchase Agreement and Supplemental Indentures may be modified to conform to the agreement with such purchasers, including agreement to pay breakage fees, default rates, taxable rates and other similar provisions customary in such placements, provided that such obligations are limited to the sources provided under the Senior Indenture and Subordinate Indenture (together, the "Indentures").

Section 7. The Board hereby approves and authorizes the utilization of the Preliminary Official Statement in the form attached hereto as Exhibit F in the marketing of the Series 2024 Bonds and hereby approves the Official Statement (the "Official Statement") in substantially the same form as the Preliminary Official Statement, with any necessary revisions and insertions to complete the same with the terms established for the Series 2024 Bonds. The Board or the Designated Officers may elect to privately place the Series 2024 Bonds with or without the use of an Official Statement.

Section 8. The form, terms, and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indentures. The Designated Officers are hereby authorized and directed to execute and seal the Series 2024 Bonds and to deliver said Series 2024 Bonds to the respective bond trustee (the "Trustee") for authentication. The signatures of the Chair or Executive Director and the Treasurer may be by facsimile or manual execution.

Section 9. The Designated Officers and other appropriate officials of the Authority are hereby authorized and directed to execute and deliver to the Trustee the written order of the Authority for authentication and delivery of the Series 2024 Bonds in accordance with the provisions of the Indentures.

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Section 10. Upon their issuance, the Series 2024 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2024 Bonds and the Indentures. No provision of this Resolution, the Indentures, the Series 2024 Bonds, or any other instrument, shall be construed as creating a general obligation of the Authority, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Authority or its taxing powers.

Section 11. The Designated Officers and other appropriate officials of the Authority, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Authority any or all additional certificates, documents and other papers (including investment agreements and any documents related to the Optional Tender Offer) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 12. After any of the Series 2024 Bonds are delivered by the Trustee to the purchaser or underwriter, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2024 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indentures.

Section 13. The Designated Officers and other appropriate officials of the Authority are authorized to make any alterations, changes or additions to the Tender Offer, the Indentures, the Bond Purchase Agreement, the Certificate of Award, the Series 2024 Bonds, the Preliminary Official Statement, the Official Statement, the Escrow Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2024 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board, the agreement with the purchaser or underwriter of the Series 2024 Bonds, or the provisions of the laws of the State of Utah or the United States or to permit the private placement or public sale of the Series 2024 Bonds, to conform such documents to the terms established for the Series 2024 Bonds and to update such documents with current information and practices.

Section 14. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 15. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This

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repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 16. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this June 12, 2024.

_____
Chair

ATTEST:

_____
Secretary of the Authority

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...

Legal Counsel

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EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Annette Royle, the undersigned Secretary of the Board of Trustees (the "Board") of the Utah Transit Authority (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, not less than twenty-four (24) hours public notice of the agenda, date, time and place of the June 12, 2024, public meeting held by the Board was given as follows:

(a) by causing a Notice, in the form attached hereto as Schedule A to be posted at the Authority's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) by causing a copy of such Notice to be posted on the Authority's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) by causing a copy of such Notice to be published on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Board (attached hereto as Schedule B) was given specifying the date, time and place of the regular meetings of the Board to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the Authority, (ii) posted on the Authority's official website and (iii) posted on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this June 12, 2024.

_____
Secretary

(SEAL)

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SCHEDULE A

NOTICE AND AGENDA OF THE JUNE 12, 2024 MEETING

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SCHEDULE B

2024 ANNUAL MEETING NOTICE

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From: support@utah.gov
To: Bamba, Taylor (Board Administrator)
Subject: Public Notice Updated for Board of Trustees
Date: Friday, January 26, 2024 3:19:32 PM

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.

Utah Public Notice

Revised Notice

Board of Trustees [utah.gov]

Notice of 2024 Meetings of the Utah Transit Authority Board of Trustees and Audit Committee [utah.gov]

Notice Date & Time: 1/2/24 12:00 PM

Description/Agenda:

Please note this is an update to our annual meetings for 2024:
April 10th Meeting: Canceled
April 17th Meeting: Replacement
April 24th Meeting: Canceled (no replacement)

NOTICE OF 2024 ANNUAL MEETING SCHEDULE
BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY

In accordance with the provisions of the Utah Open and Public Meetings Act (the 'Act'), public notice is hereby given that the Board of Trustees of the Utah Transit Authority, a large public transit district organized under the laws of the State of Utah, will hold its regular meetings at the indicated hours at the location of 669 West 200 South, Salt Lake City, Utah 84101, or via a remote meeting platform as provided for in the Act:

Regular Board of Trustees Meetings
(All Regular Board Meetings Start at 9:00 a.m. except if otherwise noted)

Wednesday, January 10, 2024
Wednesday, January 24, 2024 *This meeting will start at 1:00 p.m.
Wednesday, February 14, 2024
Wednesday, February 28, 2024
Wednesday, March 13, 2024

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Wednesday, March 27, 2024
Wednesday, April 17, 2024
Wednesday, May 8, 2024
Wednesday, May 22, 2024
Wednesday, June 12, 2024
Wednesday, June 26, 2024
Wednesday, July 10, 2024
Wednesday, July 31, 2024
Wednesday, August 14, 2024
Wednesday, September 11, 2024
Wednesday, September 25, 2024
Wednesday, October 9, 2024
Wednesday, October 23, 2024
Wednesday, November 13, 2024
Wednesday, December 4, 2024
Wednesday, December 18, 2024

Regular Audit Committee Meetings
(All Audit Committee Meetings Start at 3:00 p.m.)

Monday, March 11, 2024
Monday, June 17, 2024
Monday, September 23, 2024
Monday, December 16, 2024

The agenda of each meeting of the Board of Trustees and Audit Committee of the Utah Transit Authority, together with the date, time and place of each meeting shall be posted in compliance with the requirements of the Act.

The Board of Trustees of the Utah Transit Authority invites brief comments or questions from the public during its regularly scheduled Board of Trustee meetings. The Chair of the Board of Trustees shall determine the duration and timing of the public comment period.

Notice of Special Accommodations:

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

Notice of Electronic or telephone participation:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed. - Meeting proceedings may be viewed remotely by following the instructions and link on the UTA Board Meetings page -

Other information:

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Location:

669 W 200 S, Salt Lake City, 84101

Contact information:

, ,

To stop receiving email notifications for this public body, please click this link:

Unsubscribe [utah.gov]

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EXHIBIT B

FORM OF SUPPLEMENTAL INDENTURES

DocuSign Envelope ID: 3D6F1840-5F38-481D-BEF2-DF5E5E4DD9BA

(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST

Dated as of _____ 1, 2024

between

UTAH TRANSIT AUTHORITY,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

and supplementing the

Subordinate General Indenture of Trust
Dated as of July 1, 2006

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SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST

THIS SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST, dated as of _____ 1, 2024, by and between the UTAH TRANSIT AUTHORITY (the "Issuer"), a public transit district duly organized and existing under the Constitution and laws of the State of Utah and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a Subordinate General Indenture of Trust, dated as of July 1, 2006 as heretofore amended and supplemented (the "General Indenture") with the Trustee; and

WHEREAS, pursuant to the General Indenture, the Issuer has previously issued (among others) its [Federally Taxable] Subordinated Sales Tax Revenue [Refunding] Bonds, Series _____ (the "Series _____ Bonds"); and

WHEREAS, the Issuer is authorized to issue bonds, notes and other obligations pursuant to the provisions of the General Indenture in order to refund any outstanding borrowing of the Issuer and to finance additional improvements to the Issuer's transit system (the "System"); and

WHEREAS in order to (i) refund that portion of the Series _____ Bonds maturing on _____ (the "Refunded Bonds") and (ii) pay the costs of issuance of the Bonds herein authorized, the Issuer has determined to issue its [Federally Taxable] Subordinated Sales Tax Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds"), in the aggregate original Principal amount of $_____; and

WHEREAS, the Series 2024 Bonds will be issued on a parity with the Issuer's Series 2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds and Series 2007A Bonds, heretofore issued pursuant to the General Indenture and will be authorized, issued and secured under the General Indenture, as supplemented by this Sixteenth Supplemental Subordinate Indenture of Trust (the "Sixteenth Supplemental Indenture," and collectively with the General Indenture, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this Sixteenth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2024 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Sixteenth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SIXTEENTH SUPPLEMENTAL SUBORDINATE INDENTURE OF TRUST WITNESSETH, that to secure the Series 2024 Bonds, Series

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2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds and Series 2007A Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the Principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Security Instrument Issuers and Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Security Instruments by Security Instrument Issuers and of the Reserve Instruments by the Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Sixteenth Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, all right, title and interest of the Issuer in and to (i) the Pledged Revenues (as defined in the General Indenture) subordinate only to the lien created by the Senior Indenture (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except as provided in Sections 5.4 and 5.7 of the General Indenture), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds, Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

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SUPPLEMENTAL INDENTURE; DEFINITIONS

1. Supplemental Indenture. This Sixteenth Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

2. Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2024 Bonds pursuant to Section 2.9 hereof.

"Cost of Issuance Account" means the account created by Section 3.3 hereof.

"Costs of Issuance" means the items of expense payable or reimbursable directly or indirectly by the Issuer and other costs incurred by the Issuer, all related to the authorization, sale and issuance of the Series 2024 Bonds, which costs and items of expense shall include, but not be limited to, printing costs, costs of developing, reproducing and storing and safekeeping documents and other information, processing materials related to the Series 2024 Bonds, filing and recording fees, travel expenses incurred by the Issuer in relation to the issuance of the Series 2024 Bonds, initial fees and charges of the Trustee, initial premiums with respect to insurance to be paid by the Issuer, legal fees and charges, professional consultants' fees, accountants' fees, costs of bond ratings, Reserve Instrument Costs, Security Instrument Costs, and fees and charges for execution, transportation and safekeeping of the Series 2024 Bonds.

"Dated Date" with respect to the Series 2024 Bonds means their date of delivery.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" means Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133.

"Escrow Agreement" means the Escrow Deposit Agreement dated as of _____ 1, 2024 between the Issuer and the Escrow Agent providing payment of interest on, and the principal and redemption price of, (among others) the Refunded Bonds through the redemption date thereof.

"Escrow Fund" means the Escrow Fund established in the Escrow Agreement.

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"Sixteenth Supplemental Indenture" means this Sixteenth Supplemental Indenture of Trust.

"Interest Payment Date" means, with respect to the Series 2024 Bonds, each June 15 and December 15, commencing _____.

"Participants" means those broker-dealers, bank and other financial institutions for which DTC from time to time holds Bonds as securities depository.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"Refunded Bonds" means the Issuer's Series ____ Bonds maturing on _____.

"Register" means the record of ownership of the Series 2024 Bonds maintained by the Registrar.

"Regular Record Date" means the Sixteenth day (whether or not a business day) next preceding such Interest Payment Date.

"Representation Letter" means the representation letter from the Issuer to DTC attached hereto as Exhibit C.

"Senior Series 2024 Bonds" means the Issuer's [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024.

"Series 2007A Bonds" means the Issuer's Subordinated Sales Tax Revenue and Refunding Bonds, Series 2007A, issued pursuant to the General Indenture.

"Series 2010 Bonds" means the Issuer's Federally Taxable Subordinated Sales Tax Revenue Bonds, Series 2010 (Issuer Subsidy—Build America Bonds), issued pursuant to the General Indenture.

"Series 2015A Bonds" means the Issuer's Subordinated Sales Tax Revenue Refunding Bonds, Series 2015A, issued pursuant to the General Indenture.

"Series 2016 Bonds" means the Issuer's Subordinated Sales Tax Revenue Refunding Bonds, Series 2016, issued pursuant to the General Indenture.

"Series 2018 Bonds" means the Issuer's Subordinated Sales Tax Revenue Refunding Bonds, Series 2018, issued pursuant to the General Indenture.

"Series 2019 Bonds" means the Issuer's Federally Taxable Subordinated Sales Tax Revenue Refunding Bonds, Series 2019, issued pursuant to the General Indenture.

"Series 2024 Bonds" means the Issuer's [Federally Taxable] Subordinated Sales Tax Revenue Refunding Bonds, Series 2024 herein authorized.

"Underwriter" means _____.

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The terms "hereby," "hereof," "herein" and "hereunder" and any similar terms used in this Sixteenth Supplemental Indenture, refer to this Sixteenth Supplemental Indenture.

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3.

ISSUANCE OF THE SERIES 2024 BONDS

4. Principal Amount, Designation and Series. The Series 2024 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs incurred in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2024 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "[Federally Taxable] Subordinated Sales Tax Revenue Refunding Bonds, Series 2024."

5. Date, Maturities and Interest Rates of Series 2024 Bonds. The Series 2024 Bonds shall be dated as of their Dated Date and shall mature on the dates and in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2024 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date (December 15)	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

6. Execution of Bonds. The Chair of the Issuer is hereby authorized to execute by facsimile or manual signature the Series 2024 Bonds and the Treasurer of the Issuer to countersign by facsimile or manual signature the Series 2024 Bonds and to have

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imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2024 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2024 Bonds.

7. Delivery of Bonds. The Series 2024 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon receiving full payment therefor.

8. Designation of Registrar. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Registrar for the Series 2024 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

9. Designation of Paying Agent. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Paying Agent for the Series 2024 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

10. Limited Obligation. The Series 2024 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Pledged Revenues (except to the extent paid out of moneys attributable to the Series 2024 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof) and shall be subordinate only to the lien created for the obligations under the Senior Indenture.

11. Redemption.

12. *Optional Redemption*. The Series 2024 Bonds maturing on and after [redacted] are subject to redemption prior to their maturity, in whole or in part, at the option of the Issuer on [redacted], or on any date thereafter at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Make-Whole Redemption. Prior to [redacted], the Series 2024 Bonds are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the Make-Whole Redemption Price. The Make-Whole Redemption Price is the greater of (i) 100% of the principal amount of the Series 2024 Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2024 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2024 Bonds are to be redeemed, discounted to the date on which the Series 2024 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12, 30-day months, at the "Treasury Rate" (defined below) plus 25 basis points, plus, in each case, accrued and unpaid interest on the Series 2024 Bonds to be redeemed on the redemption date.

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For purpose of determining the Make-Whole Redemption Price, the Treasury Rate is, with respect to any redemption date for a particular Series 2024 Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity, excluding inflation indexed securities (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source of similar market date) most nearly equal to the period from the redemption date to the maturity date of the Series 2024 Bonds to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

The Make-Whole Redemption Price shall be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the Issuer at the Issuer's expense to calculate such Make-Whole Redemption Price. The Trustee and the Issuer may conclusively rely on such determination of the Make-Whole Redemption Price by such independent accounting firm, investment banking firm or municipal advisor.

13. *Mandatory Sinking Fund Redemption.* The Series 2024 Bonds maturing on _____ are subject to mandatory sinking fund redemption, at a price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

Redemption Date (December 15)	Principal Amount

_____

*Final Maturity

If less than all of the Series 2024 Bonds maturing on _____ are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Trustee against the obligation of the Issuer on future mandatory sinking fund redemption dates for the Series 2024 Bonds in such order as shall be directed by the Issuer.

If less than all of the Series 2024 Bonds of any maturity are to be redeemed prior to maturity, (a) if the Series 2024 Bonds are in book–entry form at the time of such redemption, the Trustee shall instruct DTC to instruct the Participants to select

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the specific Series 2024 Bonds for redemption on a pro rata pass through basis, and neither the Issuer nor the Trustee shall have any responsibility to insure that DTC or its Participants properly select such Series 2024 Bonds for redemption, and (b) if the Series 2024 Bonds are not then in book-entry form at the time of such redemption, on each redemption date, the Trustee shall select the specific Series 2024 Bonds for redemption pro rata. The portion of any Series 2024 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or any integral multiple thereof, and in selecting portions of such Series 2024 Bonds for redemption, the Trustee will treat each such Series 2024 Bond as representing that number of Series 2024 Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Series 2024 Bonds by $5,000.

14. Book-Entry System; Limited Obligation of Issuer; Representation Letter.

15. The Series 2024 Bonds shall be initially issued in the form of a single certificated fully registered bond for each maturity of Series 2024 Bonds. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. Except as provided in Subsection (d) of this Section 2.9, all of the outstanding Series 2024 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC.

16. With respect to Series 2024 Bonds registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Series 2024 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Series 2024 Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2024 Bonds. The Issuer, the Trustee, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2024 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as

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provided in Section 2.8 of the General Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to record dates, the word "Cede" in this Sixteenth Supplemental Indenture shall refer to such new nominee of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to the Registrar and the Paying Agent, if other than the Trustee.

17. The Representation Letter in substantially the form attached hereto as Exhibit C has previously been authorized and executed on behalf of the Issuer. The Issuer's execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.9(a) hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Series 2024 Bonds other than the Bondholders, as shown on the registration books kept by the Registrar. The Paying Agent and Registrar, respectively, hereby agree to take all action necessary for all representations of the Issuer in the Representation Letter and DTC's operational arrangements with respect to the Paying Agent and Registrar, respectively, to at all times be complied with.

18. In the event that (i) the Issuer determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representation Letter and DTC's operational arrangements, (ii) DTC determines to discontinue providing its service as securities depository with respect to the Series 2024 Bonds at any time as provided in the Representation Letter and DTC's operational arrangements, or (iii) the Issuer determines that continuation of the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Series 2024 Bonds or of the Issuer, the Issuer may thereupon terminate the services of DTC with respect to the Series 2024 Bonds. The Issuer shall terminate the services of DTC with respect to the Series 2024 Bonds upon receipt by the Issuer of written notice from DTC to the effect that DTC has received notice from Participants having interests, as shown on the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate Principal amount of the then Outstanding Series 2024 Bonds to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2024 Bonds; or (ii) a continuation of the requirement that all Outstanding Series 2024 Bonds be registered in the registration books kept by the Registrar in the name of Cede is not in the best interests of the beneficial owners of the Series 2024 Bonds. In any such event terminating the services of DTC, the Issuer shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Series 2024 Bond certificates and the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as

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nominee of DTC. At that time, the Issuer may determine that the Series 2024 Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Series 2024 Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the General Indenture.

19. Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2024 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2024 Bond and all notices with respect to such Series 2024 Bond shall be made and given, respectively, in the manner provided in the Representation Letter and DTC's operational arrangements.

20. Perfection of Security Interest.

21. The Indenture creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2024 Bonds, enforceable by the Trustee in accordance with the terms thereof.

22. Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Pledged Revenues.

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23.

APPLICATION OF PROCEEDS

24. Application of Proceeds of the Series 2024 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2024 Bonds ($_____) (representing the original principal amount of the Series 2024 Bonds, less an Underwriter's discount of $_____) and the Trustee shall deposit such proceeds as follows:

Into the Escrow Fund, the amount of $_____, together with $_____ transferred from the debt service fund for the Refunded Bonds, for a total of $_____; and

The remaining amount of $_____ into the Cost of Issuance Account to be held by the Trustee under this Sixteenth Supplemental Indenture.

25. No Debt Service Reserve Requirement for Series 2024 Bonds. There will be no Debt Service Reserve Requirement for the Series 2024 Bonds.

26. Creation and Operation of Cost of Issuance Account. A Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay Costs of Issuance incurred in connection with the issuance of the Series 2024 Bonds. The Trustee shall issue its checks or make wire transfers for each disbursement from the Cost of Issuance Account (except for any fees payable to the Trustee, which may be withdrawn directly by it) upon being furnished with a Cost of Issuance Disbursement Request of the Issuer, a form of which is attached hereto as Exhibit B. Any excess remaining upon payment of all Costs of Issuance, or in any case 90 days after the date of delivery, shall be transferred by the Trustee to the Bond Fund, whereupon the Cost of Issuance Account shall be closed.

27. Transfers from Revenue Fund. On or before the last Business Day of each month commencing _____ and from amounts available in the Revenue Fund following the transfers required by Section 5.2(b) of the Senior Indenture, the Issuer shall transfer and deposit into the Bond Fund an amount equal to one-sixth of the interest payable on the Series 2024 Bonds (or, if the first Interest Payment Date is less than six months away, the Issuer shall deposit into the Bond Fund an amount sufficient to total the interest payable on the Series 2024 Bonds in equal monthly installments) on the next succeeding Interest Payment Date and if Principal is payable on the Series 2024 Bonds in the twelve months succeeding such transfers, one-twelfth of Principal next payable on the Series 2024 Bonds (or, if the first Principal payable on the Series 2024 Bonds is less than twelve months away, the Issuer shall deposit into the Bond Fund an amount sufficient to total the Principal payable on the Series 2024 Bonds in equal monthly installments). In addition, all deficiencies in required deposits to the Bond Fund shall also be supplied. Said deposits shall be reduced, as appropriate, by (x) any income derived from the investment of the Bond Fund, and (y) any other deposits made to the Bond Fund pursuant to the Indenture. In addition, the Issuer shall transfer from the Revenue Fund to the Bond Fund

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an amount equal to all Security Instrument Repayment Obligations owed with respect to any Security Instrument securing the Series 2024 Bonds promptly upon the date on which such obligations become payable and the Trustee shall thereupon apply such amounts to the payment of such obligations.

28. Series 2024 Bonds as Additional Bonds. The Series 2024 Bonds are issued on a parity with the Series 2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds, and Series 2007A Bonds, under the Indenture as Additional Bonds. The Issuer hereby certifies that the requirements set forth in Section 2.15 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2024 Bonds, as follows:

29. The Issuer has delivered a written certificate executed by an Authorized Representative of the Issuer to the effect that Adjusted Sales and Use Taxes are at least 120% of the maximum Aggregate Debt Service for any Bond Fund Year on all of the Bonds and Senior Bonds that will be Outstanding, including the Series 2024 Bonds, upon the issuance of the Series 2024 Bonds. In calculating Adjusted Sales and Use Taxes, no Sales and Use Taxes with an expiration date or sunset provision prior to the final maturity of the Series 2024 Bonds were included in such calculation.

In calculating Debt Service on the Series 2024 Bonds and the Senior Series 2024 Bonds, it shall be assumed both that the Series 2024 Bonds are and are not Balloon Bonds to ensure the above test is met in both cases.

30. No Repayment Obligations are now due and owing under the Indenture.

31. All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account in the Debt Service Reserve Fund (taking into account any Reserve Instrument Coverage) the full amount required by the Indenture to be accumulated therein. Furthermore, all payments required by the Senior Indenture to be made into the bond fund therein established have been made in full, and there is on deposit in each account in the debt service reserve fund therein established the full amount required by the Senior Indenture to be accumulated therein.

32. The proceeds of the Series 2024 Bonds, less costs of issuance and funding of any reserves, will be used in connection with the refunding of the Refunded Bonds.

33. No Event of Default is existing under the Indenture or the Senior Indenture.

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CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Sixteenth Supplemental Indenture, and except as provided herein, the General Indenture (as heretofore supplemented and amended) is in all respects ratified and confirmed, and the General Indenture, and this Sixteenth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Sixteenth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

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34.

MISCELLANEOUS

35. Confirmation of Sale of Series 2024 Bonds. The sale of the Series 2024 Bonds to the Underwriter is hereby ratified, confirmed and approved.

36. Covenant Regarding Issuance of Additional Bonds. The Issuer hereby covenants and agrees that so long as the Series 2024 Bonds are Outstanding, the Issuer will not issue Additional Bonds under the General Indenture unless the Adjusted Sales and Use Taxes are at least 150% of the maximum Aggregate Debt Service for the applicable Bond Fund Year on all Subordinate Bonds and Senior Bonds to be Outstanding upon the issuance of such Additional Bonds.

37. Severability. If any provision of this Sixteenth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Sixteenth Supplemental Indenture contained, shall not affect the remaining portions of this Sixteenth Supplemental Indenture, or any part thereof.

38. Illegal, etc. Provisions Disregarded. In case any provision in this Sixteenth Supplemental Indenture shall for any reason be held invalid, illegal or unenforceable in any respect, this Sixteenth Supplemental Indenture shall be construed as if such provision had never been contained herein.

39. Applicable Law. This Sixteenth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

40. Headings for Convenience Only. The descriptive headings in this Sixteenth Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

41. Counterparts. This Sixteenth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

42. Notice to Bond Insurer. Copies of this Sixteenth Supplemental Indenture have been provided to National Public Finance Guarantee Corp. ("National" or the "Security Instrument Issuer") as the Security Instrument Issuer under the Second Supplemental Subordinate Indenture of Trust dated as of June 1, 2007 in accordance with the notice requirement of Section 9.1 of the General Indenture.

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IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Sixteenth Supplemental Indenture of Trust to be executed as of the date first above written.

UTAH TRANSIT AUTHORITY

(SEAL)

By:_____
Chair

COUNTERSIGN:

_____
Treasurer

APPROVED AS TO FORM:

By:_____
UTA Legal Counsel

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, TRUSTEE

By:_____

Title:_____

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- EXHIBIT A

(FORM OF SERIES 2024 BOND)

Unless this certificate is presented by an authorized representative of the Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
UTAH TRANSIT AUTHORITY
[FEDERALLY TAXABLE] SUBORDINATED SALES TAX REVENUE REFUNDING BOND
SERIES 2024

Number R - _____ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
%	December 15, ____	_____, 2024	917567 ___

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Utah Transit Authority ("Issuer"), a public transit district and body corporate duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above (except as provided herein with respect to redemption prior to maturity) with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on June 15 and December 15 of each year commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133 ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

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This Bond is one of an issue of Bonds in the aggregate original principal amount of $_____ (the "Series 2024 Bonds"), of like tenor and effect, except as to date of maturity, interest rate, and principal payable at maturity numbered R-1 and upwards, issued by the Issuer pursuant to that Subordinate General Indenture of Trust dated as of July 1, 2006, as heretofore amended and supplemented, and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2024 (collectively the "Indenture") approved by resolutions adopted on _____, 2024 and _____, 2024, for the purpose of (i) refunding a portion of the Issuer's outstanding sales tax revenue bonds and (ii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah.

Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Utah Transit Authority Subordinated Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Pledged Revenues, all as more fully described and provided in the Indenture. As more fully described in the Indenture, the lien of the Indenture and of the Series 2019 Bonds, Series 2018 Bonds, Series 2016 Bonds, Series 2015A Bonds, Series 2010 Bonds and Series 2007A Bonds (as defined in the Indenture) (collectively, the "Outstanding Subordinate Bonds") and the Series 2024 Bonds is subordinate to the lien created with respect to the Issuer's obligations (the "Senior Bonds") issued pursuant to an Amended and Restated General Indenture of Trust dated as of September 1, 2002, as supplemented and amended from time to time (the "Senior Indenture").

As more fully provided in the Indenture, the Series 2024 Bonds are special limited obligations of the Issuer, payable from and secured solely by the Pledged Revenues and certain moneys held by the Trustee under the Indenture, subordinate to the lien created for the Senior Bonds and shall not constitute a general obligation indebtedness or pledge of the full faith and credit of the Issuer or of the State of Utah or any agency, instrumentality or political subdivision thereof. The issuance of the Series 2024 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or the State of Utah or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor. The Issuer covenants and agrees that, subject to such special limited obligation, it will make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2024 Bonds, the terms upon which the Series 2024 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

One or more series of Additional Bonds, as defined in the Indenture, and additional Senior Bonds, may, subject to certain conditions specified in the Indenture and the Senior Indenture, including but not limited to, debt service coverage requirements, be issued by

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the Issuer for the purpose of providing additional moneys to finance property, improvements and additions to its public transit system (the "System"), or to refund obligations of the Issuer, all of which shall have a claim on the Pledged Revenues on a parity with or senior to, as applicable, the Series 2024 Bonds and other Outstanding Subordinate Bonds.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2024 Bonds and on all Series 2024 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2024 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2024 Bonds shall be in default, interest on the Series 2024 Bonds issued in exchange for Series 2024 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2024 Bonds surrendered.

The Series 2024 Bonds are subject to redemption at the times, at the prices and with notice all as provided in the Indenture.

The Series 2024 Bonds are issued as fully registered Series 2024 Bonds in denominations of $5,000 and integral multiples thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Series 2024 Bonds may be exchanged for a like aggregate principal amount of registered Series 2024 Bonds of other authorized denominations of the same series, interest rate and maturity.

This Series 2024 Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the principal corporate offices of Zions Bancorporation, National Association (the "Registrar") in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series, interest rate and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

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It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Pledged Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Pledged Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond or subordinate to the lien of the Indenture.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

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IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its Treasurer under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Chair

COUNTERSIGN:

(facsimile or manual signature)
Treasurer

APPROVED AS TO FORM:

By: (facsimile or manual signature)
UTA Legal Counsel

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CERTIFICATE OF AUTHENTICATION

This Bond is one of the [Federally Taxable] Subordinated Sales Tax Revenue Refunding Bonds, Series 2024 of the Utah Transit Authority.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

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(ASSIGNMENT)

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

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- EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.3 of the Sixteenth Supplemental Subordinate Indenture of Trust dated as of _____ 1, 2024 between the Utah Transit Authority and Zions Bancorporation, National Association, you are hereby authorized to pay to the following costs of issuance from the Cost of Issuance Account:

[See Attached Schedule]

_____
AUTHORIZED REPRESENTATIVE,
UTAH TRANSIT AUTHORITY

Costs of Issuance

Payee	Purpose	Amount

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- EXHIBIT C

LETTER OF REPRESENTATIONS

[See Transcript Document No. ___]

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(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____ 1, 2024

between

UTAH TRANSIT AUTHORITY,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

and supplementing the

Amended and Restated General Indenture of Trust
Dated as of September 1, 2002

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SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST

THIS SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of _____ 1, 2024, by and between the UTAH TRANSIT AUTHORITY, a public transit district duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into an Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as heretofore amended and supplemented (the "General Indenture") with the Trustee; and

WHEREAS in order to (i) refund certain outstanding bonds of the Issuer and (ii) finance the costs of issuance of the Bonds herein authorized, the Issuer has determined to issue its [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024, in the aggregate Principal amount of $_____ (the "Series 2024 Bonds"); and

WHEREAS, the Series 2024 Bonds will be issued on a parity with the Series 2005A Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019 Bonds, the Series 2020 Bonds and the Series 2023 Bonds heretofore issued pursuant to the General Indenture, and will be authorized, issued and secured under the General Indenture, as supplemented by this Sixteenth Supplemental Indenture (the "Sixteenth Supplemental Indenture," and collectively with the General Indenture, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this Sixteenth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2024 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Sixteenth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SIXTEENTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2024 Bonds, the Series 2005A Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019 Bonds, the Series 2020 Bonds, the Series 2023 Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the Principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Security Instrument Issuers and Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Security Instruments by Security Instrument Issuers and of the Reserve Instruments by the Reserve Instrument Providers, and of the acceptance by the Trustee of

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the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Sixteenth Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, all right, title and interest of the Issuer in and to (i) the Pledged Revenues, (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except as provided in Sections 5.4 and 5.7 of the General Indenture), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds, Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations;

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

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Section 17.

SUPPLEMENTAL INDENTURE; DEFINITIONS

(a) Supplemental Indenture. This Sixteenth Supplemental Indenture is supplemental to and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

(b) Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2024 Bonds pursuant to Section 2.9 hereof.

"Cost of Issuance Account" means the account created by Section 3.3 hereof.

"Costs of Issuance" means the items of expense payable or reimbursable directly or indirectly by the Issuer and other costs incurred by the Issuer, all related to the authorization, sale and issuance of the Series 2024 Bonds, which costs and items of expense shall include, but not be limited to, printing costs, costs of developing, reproducing and storing and safekeeping documents and other information, processing materials related to the Series 2024 Bonds, filing and recording fees, travel expenses incurred by the Issuer in relation to the issuance of the Series 2024 Bonds, initial fees and charges of the Trustee, initial premiums with respect to insurance to be paid by the Issuer, legal fees and charges, professional consultants' fees, accountants' fees, costs of bond ratings, Reserve Instrument Costs, Security Instrument Costs, and fees and charges for execution, transportation and safekeeping of the Series 2024 Bonds.

"Dated Date" with respect to the Series 2024 Bonds means their date of delivery.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" means Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133.

"Escrow Agreement" means the Escrow Deposit Agreement dated as of _____ 1, 2024 between the Issuer and the Escrow Agent providing payment of interest on, and the principal and redemption price of, (among others) the Refunded Bonds through the redemption date thereof.

"Escrow Fund" means the Escrow Fund established in the Escrow Agreement.

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"Sixteenth Supplemental Indenture" means this Sixteenth Supplemental Indenture of Trust.

"Interest Payment Date" means with respect to the Series 2024 Bonds, each June 15 and December 15, commencing _____.

"Participants" means those broker-dealers, bank and other financial institutions for which DTC from time to time holds Bonds as securities depository.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"Refunded Bonds" means the Issuer's Series _____ Bonds maturing on and after _____.

"Register" means the record of ownership of the Series 2024 Bonds maintained by the Registrar.

"Regular Record Date" means the fifteenth day (whether or not a business day) next preceding such Interest Payment Date.

"Representation Letter" means the representation letter from the Issuer to DTC attached hereto as Exhibit C.

"Series 2005A Bonds" means the Issuer's Sales Tax Revenue Refunding Bonds, Series 2005A issued pursuant to the General Indenture.

"Series 2006C Bonds" means the Issuer's Sales Tax Revenue Refunding Bonds, Series 2006C issued pursuant to the General Indenture.

"Series 2008A Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 2008A issued pursuant to the General Indenture.

"Series 2009B Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 2009B (Federally Taxable—Issuer Subsidy—Build America Bonds) issued pursuant to the General Indenture.

"Series 2015A Bonds" means the Issuer's Sales Tax Revenue Refunding Bonds, Series 2015A issued pursuant to the General Indenture.

"Series 2018 Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 2018 issued pursuant to the General Indenture.

"Series 2019 Bonds" means, collectively, the Issuer's (i) Sales Tax Revenue Bonds, Series 2019A and (ii) Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2019B, issued pursuant to the General Indenture.

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"Series 2020 Bonds" means, collectively, the Issuer's (i) Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020 and (ii) Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020B, issued pursuant to the General Indenture.

"Series 2023 Bonds" means Issuer's Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2023 issued pursuant to the General Indenture.

"Series 2024 Bonds" means the Issuer's [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024 herein authorized.

"Subordinate Bonds" means bonds issued pursuant to the Subordinate Indenture.

"Subordinate Indenture" means that certain Subordinate Indenture of Trust, dated as of July 1, 2006, providing for the issuance of Subordinate Bonds.

"Underwriter" means _____.

The terms "hereby," "hereof," "herein" and "hereunder" and any similar terms used in this Sixteenth Supplemental Indenture, refer to this Sixteenth Supplemental Indenture.

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Section 18.

ISSUANCE OF THE SERIES 2024 BONDS

(a) Principal Amount, Designation and Series. The Series 2024 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs incurred in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2024 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, "[Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024."

(b) Date, Maturities and Interest Rates.

(i) The Series 2024 Bonds shall be dated as of their Dated Date, and shall mature on the dates and in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2024 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date (December 15)	Principal Amount	Interest Rate

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(ii) Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

(c) Execution of Bonds. The Chair of the Issuer is hereby authorized to execute by facsimile or manual signature the Series 2024 Bonds and the Treasurer of the Issuer to countersign by facsimile or manual signature the Series 2024 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2024 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2024 Bonds.

(d) Delivery of Bonds. The Series 2024 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon receiving full payment therefor.

(e) Designation of Registrar. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Registrar for the Series 2024 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

(f) Designation of Paying Agent. Zions Bancorporation, National Association (at the Trustee's Principal Corporate Trust Office) is hereby designated as Paying Agent for the Series 2024 Bonds, which approval shall be evidenced by execution of this Sixteenth Supplemental Indenture.

(g) Limited Obligation. The Series 2024 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Pledged Revenues (except to the extent paid out of moneys attributable to the Series 2024 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

(h) Redemption.

(i) *Optional Redemption*. The Series 2024 Bonds maturing on _____ are subject to redemption prior to their maturity, in whole or in part, at the option of the Issuer, on _____, or on any date thereafter at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

(ii) *Make-Whole Redemption*. Prior to _____, the Series 2024 Bonds (other than the Series 2024 Bonds maturing on _____) are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the Make-Whole Redemption Price (defined below). The Series 2024 Bonds maturing on _____ are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the Make-Whole Redemption Price. The Make-Whole Redemption Price is the greater of (i) 100% of the principal amount of the Series 2024 Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and

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interest on the Series 2024 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2024 Bonds are to be redeemed, discounted to the date on which the Series 2024 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12, 30-day months, at the "Treasury Rate" (defined below) plus 15 basis points, plus, in each case, accrued and unpaid interest on the Series 2024 Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the Treasury Rate is, with respect to any redemption date for a particular Series 2024 Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity, excluding inflation indexed securities (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source of similar market date) most nearly equal to the period from the redemption date to the maturity date of the Series 2024 Bonds to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

The Make-Whole Redemption Price shall be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the Issuer at the Issuer's expense to calculate such Make-Whole Redemption Price. The Trustee and the Issuer may conclusively rely on such determination of the Make-Whole Redemption Price by such independent accounting firm, investment banking firm or municipal advisor.

Book-Entry System; Limited Obligation of Issuer; Representation Letter.

The Series 2024 Bonds shall be initially issued in the form of a single certificated fully registered bond for each maturity of Series 2024 Bonds. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. Except as provided in Subsection (d) of this Section 2.9, all of the outstanding Series 2024 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC.

(iii) With respect to Series 2024 Bonds registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Series 2024 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Series 2024 Bonds, (ii) the

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delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2024 Bonds. The Issuer, the Trustee, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2024 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided in Section 2.8 of the General Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to record dates, the word "Cede" in this Sixteenth Supplemental Indenture shall refer to such new nominee of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to the Registrar and the Paying Agent, if other than the Trustee.

The Representation Letter in substantially the form attached hereto as Exhibit C has previously been authorized and executed on behalf of the Issuer. The Issuer's execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.9(a) hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Series 2024 Bonds other than the Bondholders, as shown on the registration books kept by the Registrar. The Paying Agent and Registrar, respectively, hereby agree to take all action necessary for all representations of the Issuer in the Representation Letter and DTC's operational arrangements with respect to the Paying Agent and Registrar, respectively, to at all times be complied with.

In the event that (i) the Issuer determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representation Letter and DTC's operational arrangements, (ii) DTC determines to discontinue providing its service as securities depository with respect to the Series 2024 Bonds at any time as provided in the Representation Letter and DTC's operational arrangements, or (iii) the Issuer determines that continuation of

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the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Series 2024 Bonds or of the Issuer, the Issuer may thereupon terminate the services of DTC with respect to the Series 2024 Bonds. The Issuer shall terminate the services of DTC with respect to the Series 2024 Bonds upon receipt by the Issuer of written notice from DTC to the effect that DTC has received notice from Participants having interests, as shown on the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate Principal amount of the then Outstanding Series 2024 Bonds to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2024 Bonds; or (ii) a continuation of the requirement that all Outstanding Series 2024 Bonds be registered in the registration books kept by the Registrar in the name of Cede is not in the best interests of the beneficial owners of the Series 2024 Bonds. In any such event terminating the services of DTC, the Issuer shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Series 2024 Bond certificates and the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. At that time, the Issuer may determine that the Series 2024 Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Series 2024 Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the General Indenture.

Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2024 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2024 Bond and all notices with respect to such Series 2024 Bond shall be made and given, respectively, in the manner provided in the Representation Letter and DTC's operational arrangements.

(i) Perfection of Security Interest.

(i) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2024 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(ii) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Pledged Revenues.

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Section 19.

APPLICATION OF PROCEEDS

(a) Application of Proceeds of the Series 2024 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2024 Bonds ($_____) (representing the original principal amount of the Series 2024 Bonds, less an Underwriter's discount of $_____) and the Trustee shall deposit such proceeds as follows:

Into the Escrow Fund, the amount of $_____, together with $_____ transferred from the debt service fund for the Refunded Bonds, for a total of $_____; and

(i) The remaining amount of $_____ into the Cost of Issuance Account to be held by the Trustee under this Sixteenth Supplemental Indenture.

(b) No Debt Service Reserve Requirement for Series 2024 Bonds. There will be no Debt Service Reserve Requirement for the Series 2024 Bonds.

(c) Creation and Operation of Cost of Issuance Account. A Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay Costs of Issuance incurred in connection with the issuance of the Series 2024 Bonds. The Trustee shall issue its checks or make wire transfers for each disbursement from the Cost of Issuance Account (except for any fees payable to the Trustee, which may be withdrawn directly by it) upon being furnished with a Cost of Issuance Disbursement Request of the Issuer, a form of which is attached hereto as Exhibit B. Any excess remaining upon payment of all Costs of Issuance, or in any case 90 days after the date of delivery, shall be transferred by the Trustee to the Bond Fund, whereupon the Cost of Issuance Account shall be closed.

(d) Series 2024 Bonds as Additional Bonds. The Series 2024 Bonds are issued on a parity with the Series 2005A Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019 Bonds, the Series 2020 Bonds and the Series 2023 Bonds under the Indenture as Additional Bonds. The Issuer hereby certifies that the requirements set forth in Section 2.15 of the General Indenture and Section 2.15 of the Subordinate Indenture have been and will be complied with in connection with the issuance of the Series 2024 Bonds, as follows:

(i) The Issuer has delivered a written certificate executed by an Authorized Representative of the Issuer to the effect that Adjusted Sales and Use Taxes are at least 200% of the maximum Aggregate Debt Service for any Bond Fund Year on all of the Bonds that will be Outstanding, including the Series 2024 Bonds, upon the issuance of the Series 2024 Bonds. In calculating Adjusted Sales and Use Taxes, no Sales and Use Taxes with an expiration date or sunset provision

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prior to the final maturity of the Series 2024 Bonds were included in such calculation.

(ii) The Issuer has delivered a written certificate executed by an Authorized Representative of the Issuer to the effect that Adjusted Sales and Use Taxes are at least 120% of the maximum Aggregate Debt Service for any Bond Fund Year on all of the Bonds that will be Outstanding, including the Series 2024 Bonds and the Subordinate Bonds, upon the issuance of the Series 2024 Bonds. In calculating Adjusted Sales and Use Taxes, no Sales and Use Taxes with an expiration date or sunset provision prior to the final maturity of the Series 2024 Bonds were included in such calculation.

As provided in the definition of Balloon Bonds, for purposes of the calculation of Debt Service, the Series 2024 Bonds shall not be treated as Balloon Bonds and actual Debt Service shall be used in such calculation.

(iii) No Repayment Obligations are now due and owing under the Indenture and no repayment obligations are now due and owing under the Subordinate Indenture.

(iv) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account in the Debt Service Reserve Fund (taking into account any Reserve Instrument Coverage) the full amount required by the Indenture to be accumulated therein. Furthermore, all payments required by the Subordinate Indenture to be made into the bond fund therein have been made in full, and there is on deposit in each account in the debt service reserve fund therein the full amount required by the Subordinate Indenture to be accumulated therein.

(v) The proceeds of the Series 2024 Bonds, less costs of issuance and funding of any reserves, will be used in connection with the refunding of the Refunded Bonds.

(vi) No Event of Default is existing under the Indenture or the Subordinate Indenture.

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Section 20.

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Sixteenth Supplemental Indenture, and except as provided herein, the General Indenture (as heretofore supplemented and amended) is in all respects ratified and confirmed, and the General Indenture, and this Sixteenth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Sixteenth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

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Section 21.

MISCELLANEOUS

(a) Confirmation of Sale of Series 2024 Bonds. The sale of the Series 2024 Bonds to the Underwriter is hereby ratified, confirmed and approved.

(b) Covenant Regarding Issuance of Additional Subordinate Bonds. The Issuer hereby covenants and agrees that so long as the Series 2024 Bonds are Outstanding, the Issuer will not issue subordinate bonds under the Issuer's Subordinate General Indenture of Trust dated as of July 1, 2006, as heretofore supplemented and amended (the "Subordinate Indenture") unless the Adjusted Sales and Use Taxes (as defined in the Subordinate Indenture) are at least 150% of the maximum Aggregate Debt Service (as defined in the Subordinate Indenture) for the applicable Bond Fund Year on all Subordinate Bonds and Senior Bonds (as such terms are defined in the Subordinate Indenture) to be Outstanding upon the issuance of such subordinate bonds.

(c) Severability. If any provision of this Sixteenth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Sixteenth Supplemental Indenture contained, shall not affect the remaining portions of this Sixteenth Supplemental Indenture, or any part thereof.

(d) Illegal, etc. Provisions Disregarded. In case any provision in this Sixteenth Supplemental Indenture shall for any reason be held invalid, illegal or unenforceable in any respect, this Sixteenth Supplemental Indenture shall be construed as if such provision had never been contained herein.

(e) Applicable Law. This Sixteenth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

(f) Headings for Convenience Only. The descriptive headings in this Sixteenth Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(g) Counterparts. This Sixteenth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

(h) Notice to Bond Insurer. A copy of this Sixteenth Supplemental Indenture has been provided to Assured Guaranty Municipal Corp. ("AGM"), as a

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Security Instrument Issuer under the Indenture and AGM will be provided with a copy of the transcript for the Series 2024 Bonds.

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IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Sixteenth Supplemental Indenture of Trust to be executed as of the date first above written.

UTAH TRANSIT AUTHORITY

(SEAL)

By:_____

Chair

COUNTERSIGN:

_____

Treasurer

APPROVED AS TO FORM:

By:_____

UTA Legal Counsel

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

By:_____

Title:_____

ATTEST:

_____

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Title:_____

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EXHIBIT A

FORM OF SERIES 2024 BOND

Unless this certificate is presented by an authorized representative of the Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
UTAH TRANSIT AUTHORITY
[FEDERALLY TAXABLE] SALES TAX REVENUE REFUNDING BOND
SERIES 2024

Number R - ___ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
%	December 15, ____	_____, 2024	917567 ___

Registered Owner: CEDE & CO.

Principal Amount: _____ AND NO/100 DOLLARS***

Utah Transit Authority ("Issuer"), a public transit district and body corporate duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above (except as provided herein with respect to redemption prior to maturity) with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on June 15 and December 15 of each year commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah, 84133 ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

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This Bond is one of an issue of Bonds in the aggregate original principal amount of $[redacted] (the "Series 2024 Bonds"), of like tenor and effect, except as to date of maturity, interest rate, and principal payable at maturity numbered R-1 and upwards, issued by the Issuer pursuant to that Amended and Restated General Indenture of Trust dated as of September 1, 2002, as heretofore amended and supplemented, and as further supplemented by the Sixteenth Supplemental Indenture of Trust, dated as of [redacted] 1, 2024 (collectively the "Indenture") approved by resolutions adopted on [redacted] and [redacted] for the purpose of (i) refunding a portion of the Issuer's outstanding sales tax revenue bonds and (ii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Utah Transit Authority Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Pledged Revenues, all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2024 Bonds are special limited obligations of the Issuer, payable from and secured solely by the Pledged Revenues and certain moneys held by the Trustee under the Indenture and shall not constitute a general obligation indebtedness or pledge of the full faith and credit of the Issuer or of the State of Utah or any agency, instrumentality or political subdivision thereof. The issuance of the Series 2024 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or the State of Utah or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor. The Issuer covenants and agrees that, subject to such special limited obligation, it will make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

Under the Indenture, the Issuer has previously issued its Sales Tax Revenue Refunding Bonds, Series 2005A (the "Series 2005A Bonds"), its Sales Tax Revenue Refunding Bonds, Series 2006C (the "Series 2006C Bonds"), its Sales Tax Revenue Bonds, Series 2008A (the "Series 2008A Bonds"), its Sales Tax Revenue Bonds, Series 2009B (Federally Taxable—Issuer Subsidy—Build America Bonds) (the "Series 2009B Bonds"), its Sales Tax Revenue Refunding Bonds, Series 2015A (the "Series 2015A Bonds"), its Sales Tax Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), its Sales Tax Revenue Bonds, Series 2019A (the "Series 2019A Bonds"), its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2019B (the "Series 2019B Bonds"), its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020 (the "Series 2020 Bonds"), its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds") and its Federally Taxable Sales Tax Revenue Refunding Bonds, Series 2023 (the "Series 2023 Bonds"). As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2024 Bonds, the Series 2005A Bonds, the 2006C Bonds, the Series 2008A Bonds, the 2009B Bonds, the Series 2015A Bonds, the Series 2018 Bonds, the Series 2019A Bonds, the Series 2019B Bonds, the Series 2020 Bonds, the Series 2020B Bonds and the Series 2023 Bonds from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and

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other obligations issued and to be issued under the Indenture is not limited. In addition, the Issuer may issue bonds, notes or other obligations secured by a subordinated lien on the Pledged Revenues.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2024 Bonds, the terms upon which the Series 2024 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2024 Bonds and on all Series 2024 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2024 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2024 Bonds shall be in default, interest on the Series 2024 Bonds issued in exchange for Series 2024 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2024 Bonds surrendered.

The Series 2024 Bonds are subject to redemption at the times, at the prices and with notice all as provided in the Indenture.

The Series 2024 Bonds are issued as fully registered Series 2024 Bonds in denominations of $5,000 and integral multiples thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Series 2024 Bonds may be exchanged for a like aggregate principal amount of registered Series 2024 Bonds of other authorized denominations of the same series, interest rate and the same maturity.

This Series 2024 Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the principal corporate offices of Zions Bancorporation, National Association (the "Registrar") in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series, interest rate and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest

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due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Pledged Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Pledged Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond or subordinate to the lien of the Indenture.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

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IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its Treasurer under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)

Chair

COUNTERSIGN:

(facsimile or manual signature)
Treasurer

APPROVED AS TO FORM:

By: (facsimile or manual signature)
UTA Legal Counsel

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CERTIFICATE OF AUTHENTICATION

This Bond is one of the [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024 of the Utah Transit Authority.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____ (Manual Signature)

_____
Authorized Officer

Date of Authentication: _____

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(ASSIGNMENT)

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

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EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.3 of the Sixteenth Supplemental Indenture of Trust dated as of _____ 1, 2024 between the Utah Transit Authority and Zions Bancorporation, National Association, you are hereby authorized to pay to the following costs of issuance from the Cost of Issuance Account:

[See Attached Schedule]

_____
AUTHORIZED
REPRESENTATIVE,
UTAH TRANSIT AUTHORITY

COSTS OF ISSUANCE

Payee	Purpose	Amount

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EXHIBIT C

LETTER OF REPRESENTATIONS

[See Transcript Document No. ___]

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EXHIBIT C

FORM OF CERTIFICATE OF AWARD

DocuSign Envelope ID: 3D6F1840-5F38-481D-BEF2-DF5E5E4DD9BA

(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

CERTIFICATE OF AWARD

Pursuant to a resolution adopted May 22, 2024, by the Board of Trustees (the "Board") of the Utah Transit Authority (the "Authority"), the undersigned are authorized to accept bids for the sale of the Authority's $_____ [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds"). The Series 2024 Bonds were the subject of a competitive sale held by the Authority at which it was determined that the bid of _____ was the best bid received for the purchase of the Series 2024 Bonds.

Based upon the foregoing determination, the undersigned officers of the Authority approved on _____, 2024, [by telephone conference call] the final pricing and sale of the Series 2024 Bonds to _____ at a purchase price of $_____. The terms of the Series 2024 Bonds are attached hereto as Exhibit A and the final numbers for the Series 2024 Bonds, produced by the Issuer's financial advisor, Zions Public Finance, Inc., are attached hereto as Exhibit B.

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Dated: _____, 2024.

UTAH TRANSIT AUTHORITY

By:_____
Designated Officer

By:_____
Designated Officer

DocuSign Envelope ID: 3D6F1840-5F38-481D-BEF2-DF5E5E4DD9BA

EXHIBIT A

TERMS OF THE SERIES 2024 BONDS

$_____
[Federally Taxable] Sales Tax Revenue Refunding Bonds,
Series 2024

Maturity Date (____)	Principal Amount	Interest Rate	Price	Yield To Call

REDEMPTION PROVISIONS

The Series 2024 Bonds maturing on _____ are subject to redemption at the option of the Authority on _____, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Authority, at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

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EXHIBIT B

FINAL NUMBERS

To be filled in

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EXHIBIT D

FORM OF ESCROW AGREEMENT

DocuSign Envelope ID: 3D6F1840-5F38-481D-BEF2-DF5E5E4DD9BA

(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

ESCROW DEPOSIT AGREEMENT

Dated as of _____ 1, 2024

between

the

UTAH TRANSIT AUTHORITY

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

DocuSign Envelope ID: 3D6F1840-5F38-481D-BEF2-DF5E5E4DD9BA

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT is entered into as of this 1st day of _____, 2024 among the Utah Transit Authority (the "Issuer") and Zions Bancorporation, National Association, as Escrow Agent (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Issuer is a public transit district duly organized and validly existing under the Constitution and laws of the State of Utah; and

WHEREAS, the Escrow Agent is a national banking association duly organized and existing under the laws of the United States, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah; and

WHEREAS, the Issuer has previously issued its _____ Bonds, Series ____ (the "Series _____ Bonds"); and

WHEREAS, in order to achieve a debt service savings and accomplish other objectives of the Issuer, the Issuer has determined to provide for an advance refunding of (i) that portion of the outstanding Series _____ Bonds maturing on and after _____ (the "____ Refunded Bonds"), as identified in Exhibit B; and

WHEREAS, in order to provide for such payment and advance refunding, the Issuer is, simultaneously with the execution hereof, issuing its Federally Taxable [Subordinated] Sales Tax Revenue Refunding Bonds, Series 2024 (the "Series 2024 Senior Bonds") pursuant to [an Amended and Restated General Indenture of Trust, dated as of September 1, 2002, between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee") as heretofore amended and supplemented, and a Seventeenth Supplemental Indenture of Trust dated as of _____ 1, 2024 (together, the "Senior Indenture")][a Subordinate General Indenture of Trust, dated as of July 1, 2006, between the Issuer and the Trustee, as heretofore amended and supplemented, and a Sixteenth Supplemental Subordinate Indenture of Trust dated as of _____ 1, 2024, between the Issuer and the Trustee (together, the "Subordinate Indenture" and collectively with the Senior Indenture, the "Indenture")], between the Issuer and the Trustee; and

WHEREAS, the Issuer has herewith deposited with the Escrow Agent, moneys sufficient, together with investment income thereon, to pay interest on the Refunded Bonds through _____ (the "Redemption Date") and (ii) the redemption price of the Refunded Bonds on the Redemption Date; and

WHEREAS, the Issuer and the Escrow Agent desire to enter into this Escrow Deposit Agreement to provide for the taking of certain actions so as to accomplish the advance refunding and redemption of the Refunded Bonds.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

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Section 22. The Escrow Agent hereby accepts the Escrow Fund (hereinafter described) created hereunder and acknowledges receipt from the Issuer of the sum of $_____ ($_____ derived from proceeds of the Series 2024 Senior Bonds and $_____ derived from proceeds of the Series 2024 Subordinate Bonds (collectively, the "Bond Proceeds"), and $_____ from the bond fund related to the Refunded Bonds (the "Bond Fund Monies")), of which $_____ is to be used for the purchase of the securities described on Exhibit A hereto (the "Open Market Securities"), all of which are direct non-callable obligations of the United States of America or non-callable securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, and $_____ of which shall be deposited as a beginning cash balance. The maturing principal of and interest on the Open Market Securities and the cash will produce amounts certified in writing by [Public Finance Partners LLC], to be sufficient, to (i) pay the principal and interest on the Refunded Bonds through the Redemption Date and (ii) redeem the Refunded Bonds on the Redemption Date. The Open Market Securities and the cash shall be deposited in the Escrow Fund (hereinafter defined), in accordance with the terms of the Indenture. The Issuer acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Issuer the right to receive brokerage confirmations of security transactions, the Issuer waives receipt of such confirmations. The Escrow Agent will provide periodic statements which will include detail of all investment transactions made in the Escrow Fund. The Bond Fund Monies will be applied to the earliest maturing Open Market Securities.

Section 23. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the "Utah Transit Authority Sales Tax Revenue Refunding Bonds, Series 2024, Escrow Fund" (the "Escrow Fund") to be held by the Escrow Agent, acting as escrow agent, as a trust fund for the benefit of the holders of the Refunded Bonds. The Escrow Fund shall be held by the Escrow Agent separate and apart from other funds of the Issuer or the Escrow Agent.

Section 24. The Escrow Agent, acting in its capacity as escrow agent, agrees that the total principal amount of and interest on the Open Market Securities and the cash will be held in trust as provided in Section 2 and irrevocably agrees to provide Zions Bancorporation, National Association, as paying agent for the Refunded Bonds (the "Paying Agent"), such amount and to apply said principal amount and interest and the cash, as the same become due, to the payment of (i) the principal and interest requirements on the Refunded Bonds through the Redemption Date and (ii) the redemption price of the Refunded Bonds on the Redemption Date.

Section 25. b) The Escrow Agent agrees to provide the Paying Agent for the Refunded Bonds such funds as are necessary to pay (i) the principal and interest on the Refunded Bonds and (ii) the redemption price of the Refunded Bonds as aforesaid notwithstanding any failure by the Issuer to pay when due any further fees or expenses of the Escrow Agent relating to the Series 2024 Bonds or the Refunded Bonds. It is expressly understood that any such fees or expenses incurred by the Escrow Agent acting as escrow

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agent will be reimbursed by the Issuer as provided in this Section 4 and in Section 11 hereof.

(a) The Issuer agrees to pay to the Escrow Agent upon the execution and delivery of this Escrow Deposit Agreement such amounts as may be necessary to pay the fees and expenses of the Escrow Agent acting as escrow agent.

Section 26. Except as provided in Section 1 and Section 6 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Deposit Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Open Market Securities.

Section 27. (a) This Escrow Deposit Agreement may be amended or supplemented, the Open Market Securities or any portion thereof or proceeds thereof sold, redeemed, invested or reinvested, or proceeds thereof disbursed, in any manner (any such amendment, supplement or direction to sell, redeem, invest or disburse to be referred to as a "Subsequent Action"), upon submission to the Escrow Agent of each of the following:

(i) A certified copy of the proceedings of the Issuer authorizing the Subsequent Action and a copy of the document effecting the Subsequent Action signed by duly designated officers of the Issuer.

(ii) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds to the effect that the Subsequent Action will not cause the interest on the Refunded Bonds to become includable in the gross income of the holders thereof for federal income tax purposes.

(iii) An opinion of a firm of nationally recognized independent certified public accountants to the effect that the amounts (which will consist of cash or deposits on demand held in trust or receipts from direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, not callable or redeemable at the option of the issuer thereof), available or to be available for payment of (x) the principal and interest on the Refunded Bonds through the Redemption Date and (y) the redemption price of the remaining Refunded Bonds, will remain sufficient to pay when due all of said payments after the taking of the Subsequent Action.

(b) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Escrow Deposit Agreement.

(c) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties and obligations of the Issuer hereunder shall be irrevocable and shall not be subject to amendment by the Issuer and shall be binding on any successor to the

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officials now comprising the Board of the Issuer during the term of this Escrow Deposit Agreement.

Section 28. c) The Issuer hereby irrevocably instructs the Escrow Agent, and the Escrow Agent agrees as the trustee for the holders of the Refunded Bonds to mail on behalf of the Issuer, a notice, in substantially the form attached hereto as Exhibit B, as applicable, that provisions for the refunding, redemption and retirement of all the Refunded Bonds have been made as provided in this Escrow Deposit Agreement. Such notice shall be mailed by the Trustee to the holders of the Refunded Bonds and posted electronically to the Municipal Securities Rulemaking Board website (EMMA).

(a) The Escrow Agent shall also cause the Trustee for the Refunded Bonds to mail notice of redemption of the Refunded Bonds maturing after the Redemption Date in the manner required by the respective Indenture. Such notice of redemption shall be given by the Trustee under the Senior Indenture by sending a copy of the notice of such redemption by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the Redemption Date for the Refunded Bonds, to the Registered Owners of such Refunded Bonds at the address of each such owner as it appears on the bond registration books of the Trustee, and shall also be filed with the Paying Agent for the Refunded Bonds and shall be posted electronically to the Municipal Securities Rulemaking Board website (EMMA).

The notice of redemption shall be substantially the form set forth as Exhibit C hereto.

Section 29. The Refunded Bonds are hereby irrevocably called for redemption on the Redemption Date, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of redemption.

Section 30. The principal and interest on the Refunded Bonds and the redemption price of the Refunded Bonds shall be paid from the Escrow Fund as the same fall due through the Redemption Date. Moneys on deposit in the Escrow Fund shall be transferred by the Escrow Agent to the Paying Agent for the Refunded Bonds to make such principal and interest payments and to effectuate the redemption of the Refunded Bonds on the Redemption Date. Thereafter, all remaining moneys and securities in the Escrow Fund shall be transferred by the Escrow Agent to the Bond Fund.

Section 31. This Escrow Deposit Agreement and the Escrow Fund created hereby shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on and security interest in all amounts deposited in the Escrow Fund, including all amounts representing principal and all amounts representing interest on the Open Market Securities in the Escrow Fund until used and applied in accordance herewith. The Issuer shall cause financing and continuation statements to be filed with respect to this Escrow Deposit Agreement in such manner and in such places as may be required by law fully to protect the security of the holders of the Refunded Bonds and the right, title and interest of the Escrow Agent, to all amounts deposited in the Escrow Fund and the principal and

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interest with respect to the Open Market Securities deposited in the Escrow Fund and shall take or cause to be taken all action necessary to preserve the aforesaid security so long as any of the Refunded Bonds remain unpaid.

Section 32. d) The Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Issuer for payment. This right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no claim for any such payment under the Issuer's indenture of trust pursuant to which the Series 2024 Bonds are issued, and that it has no lien on the moneys in the Escrow Fund for any such payment.

(a) The Escrow Agent may act in reliance upon any signature believed by it to be genuine and may assume that any person purporting to give any notice or receipt of advice or make any statements in connection with the provisions hereof has been duly authorized to do so.

(b) The Escrow Agent may act relative hereto in reliance upon advice of nationally recognized bond counsel in reference to any matter connected herewith and shall not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(c) The Escrow Agent may resign and be discharged of its duties hereunder provided that: (i) it has given thirty (30) days' written notice to the Issuer of such resignation; (ii) the Issuer shall have appointed a successor to the Escrow Agent hereunder; (iii) the Escrow Agent and the Issuer have received an instrument of acceptance executed by the successor to the Escrow Agent hereunder; and (iv) the Escrow Agent has delivered to its successor hereunder all of the escrowed documents, Open Market Securities, moneys and investments held by the Escrow Agent in the Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) above. Upon receipt by the Issuer of the written notice described in clause (i) above, the Issuer shall use its best efforts to obtain a successor to the Escrow Agent hereunder as soon as possible.

Section 33. This Escrow Deposit Agreement shall terminate when amounts sufficient to pay the principal and interest on the Refunded Bonds and the redemption price of the Refunded Bonds have been paid to the Paying Agent and the remaining funds and securities have been deposited to the Bond Fund created under the Senior Indenture.

Section 34. Except as provided in Section 6 hereof, this Escrow Deposit Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without (i) the written consent of the holders of 100% in principal amount of the unpaid Refunded Bonds at the time such action is made, and (ii) the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, the holders of the unpaid Refunded Bonds enter into

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such agreements supplemental to this Escrow Deposit Agreement as shall not adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Escrow Deposit Agreement, for any one or more of the following purposes:

(a) cure any ambiguity or formal defect or omission in this Escrow Deposit Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification, addition or elimination affects the rights of such holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions or provisions of this Section 13.

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IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

UTAH TRANSIT AUTHORITY

By:_____
Chair

Attest:

By:_____
Treasurer

Approved as to form:

By:_____
UTA Legal Counsel

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Escrow Agent

By:_____

Title:_____

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EXHIBIT A

Open Market Securities Purchased with Bond Proceeds of Series 2024 Senior Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

Open Market Securities Purchased with Bond Proceeds of Series 2024 Subordinate Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

Open Market Securities Purchased with Bond Fund Monies from Series ____ Senior Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

Open Market Securities Purchased with Bond Fund Monies from Series ___ Subordinate Bonds

Type	Maturity Date	Interest Rate	Price	Principal Amount	Cost	Accrued Interest	Purchase Price

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EXHIBIT B

FORM OF NOTICE OF REFUNDING AND DEFEASANCE

UTAH TRANSIT AUTHORITY

[SUBORDINATED] SALES TAX REVENUE REFUNDING BONDS, SERIES _____

MATURING AS FOLLOWS:

[Table for Senior Bonds]

Scheduled Maturity (June 15)	CUSIP (917567)	Principal Amount

[Table for Subordinate Bonds]

Scheduled Maturity (June 15)	CUSIP (917567)	Principal Amount

NOTICE IS HEREBY GIVEN that for the payment of the principal of and interest on the bonds of the above-designated series shown in the table above (collectively, the "Refunded Bonds") of the Utah Transit Authority (the "Issuer"), there have been deposited in escrow with Zions Bancorporation, National Association, Salt Lake City, Utah (the "Escrow Agent") moneys which, except to the extent maintained in cash, have been invested in direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, the projected principal payments to be received from such securities and the projected interest income therefrom have been calculated to be sufficient, with said cash, to pay the principal and interest on and the redemption price of the Refunded Bonds when due to _____, the date upon which the Issuer has elected to call and redeem the Refunded Bonds prior to their maturities at a redemption price of 100% of the principal amount of the Refunded Bonds and accrued but unpaid interest to the redemption date.

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In accordance with the terms of Article X of the General Indenture of the Issuer under which the Refunded Bonds were issued, the Refunded Bonds are deemed to have been paid.

DATED this ____ day of _____, 20__.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

_____

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EXHIBIT C

NOTICE OF REDEMPTION

UTAH TRANSIT AUTHORITY

[SUBORDINATED] SALES TAX REVENUE REFUNDING BONDS,
SERIES _____

Mailing Date: _____, ____

CUSIP NO. _____*

Notice is hereby given that pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as supplemented by a Fifteenth Supplemental Indenture of Trust, dated as of _____ 1, 2024][Subordinate General Indenture of Trust, dated as of July 1, 2006, as supplemented by a Fifteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2024], each between the Utah Transit Authority (the "Issuer"), and Zions Bancorporation, National Association, as Trustee, the Issuer has called and does hereby call for redemption on _____ (the "date fixed for redemption") that portion of its outstanding [Subordinated] Sales Tax Revenue Refunding Bonds, Series _____ shown in the table set forth below (the "Bonds"), at the redemption price of 100% of the principal amount thereof plus accrued but unpaid interest to the date fixed for redemption.

The Bonds were originally issued in the principal amounts and scheduled to mature on the dates and in the amounts, as follows:

[Table for Senior Bonds]

Scheduled Maturity (June 15)	CUSIP (917567*)	Principal Amount

* These CUSIP numbers have been assigned to this issue by an organization not affiliated with the Trustee and are included solely for the convenience of the security holders. Neither the Issuer nor the Trustee shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to the correctness on the Bonds or as indicated in this redemption notice. Reliance may be placed only on the other identification number printed on the Bonds.

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[Table for Subordinate Bonds]

Scheduled Maturity (June 15)	CUSIP (917567*)	Principal Amount

The principal amount of each Bond shall be paid on or after the date fixed for redemption upon surrender of such Bond as set forth below.

Payment of interest on any Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to such registered owner at such owner's address as it appears in the registration books of the Issuer maintained by the Trustee.

Bonds shall be surrendered to the Trustee, at the following address:

If surrendered by mail: Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

If surrendered by hand: Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Notice is further given that on the date fixed for redemption the redemption price will become due and payable upon the Bonds and the Bonds shall cease to bear interest from and after the date fixed for redemption.

Under the Interest and Dividend Tax Compliance Act of 1983, the Trustee may be required to withhold a specified percentage of any gross payments made to certain owners who fail to provide the Trustee with, and certify under penalties of perjury, a correct taxpayer identification number (employer identification number or Social Security number, as appropriate) or an exemption certificate on or before the date the Bonds are presented for payment. Each Bondholder should provide the appropriate certification when presenting Bonds for payment, unless the appropriate certificate has previously been provided.

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Given by order of the Utah Transit Authority this ____ day of _____, ____.

On behalf of the
UTAH TRANSIT AUTHORITY by:

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:_____

Title:_____

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EXHIBIT E

FORM OF BOND PURCHASE AGREEMENT

DocuSign Envelope ID: 3D6F1840-5F38-481D-BEF2-DF5E5E4DD9BA

(HIGHLIGHTED TERMS TO BE FILLED IN UPON SALE OF THE BONDS)

BOND PURCHASE AGREEMENT

_____, 2024

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

UTAH TRANSIT AUTHORITY

$_____
[Federally Taxable]
Sales Tax Revenue Refunding Bonds,
Series 2024

Ladies and Gentlemen:

The undersigned, _____ and _____ (collectively, the *"Underwriters"*), offer to enter into this Bond Purchase Agreement (the *"Purchase Agreement"*) with the Utah Transit Authority (the *"Issuer"*), which, upon your acceptance of this offer, will be binding upon you and upon the Underwriters.

_____ represents and warrants that it has been duly authorized by the Underwriters (a) to execute this Purchase Agreement, (b) to act hereunder on behalf of the Underwriters as the representative of the Underwriters (the *"Representative"*), and (c) to take all actions, and waive any condition or requirement, required or permitted to be taken or waived hereunder by the Representative or the Underwriters. The Underwriters shall not designate any other Representative except upon the approval of the Issuer (which approval shall not be unreasonably withheld).

This offer is made subject to your acceptance of this Purchase Agreement on or before 5:00 p.m., Salt Lake City, Utah time on the date hereof.

Section 1. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the $_____ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024 (the *"Bonds"*). The purchase price of the Bonds will be $_____

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(reflecting the principal amount of the Bonds, less an underwriting discount of $_____) (the *"Purchase Price"*), and will be payable by wire transfer or other immediately available funds.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Seventeenth Supplemental Indenture of Trust, dated as of _____ 1, 2024 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2024 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".]

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Indenture or the hereinafter defined Official Statement, as applicable.

The forms and execution of the Indenture and of this Purchase Agreement were approved by the Board of Trustees of the Issuer by a resolution adopted on _____, 2024 (the *"Bond Resolution"*). The Bonds are authorized to be issued pursuant to the Utah Refunding Bond Act, Chapter 27 of Title 11, Utah Code Annotated 1953, as amended; the Public Transit District Act, Part 8 of Chapter 2a of Title 17B; ~~other applicable provisions of Chapter 1 of Title 17B~~, Utah Code Annotated 1953, as amended; and other applicable provisions of law, the Bond Resolution and the Indenture.

The Bonds will be revenue obligations of the Issuer payable solely from the Pledged Revenues to the extent provided in the Indenture. The proceeds of the Bonds will be used for the purposes described in the Official Statement.

The Bonds will be dated the date of their original issuance, will have the maturities and bear interest at the rates and yields, as shown on *Schedule I* hereto. The Bonds are subject to redemption as provided *Schedule I*.

Section 2. (a) The Underwriters agree to make a bona fide public offering of all of the Bonds at not in excess of the initial public offering prices indicated on the inside cover page of the Official Statement. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price or prices set forth on the inside cover page of the Official Statement. The Underwriters also reserve the right (i) to over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time without prior notice.

(b) The Issuer has authorized and approved the Preliminary Official Statement dated _____, 2024, relating to the Bonds (the *"Preliminary Official Statement"*), in printed or

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electronic form, which the Issuer has "deemed final" as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934 (the *"Rule"*), except for the omission of no more than the following information: the offering prices, interest rates, selling compensation, aggregate principal amount, redemption provisions, delivery date, ratings, identity of the Refunded Bonds, and other terms of the Bonds depending on such matters. The Issuer agrees to deliver the Official Statement, in printed or electronic form, dated _____, 2024 relating to the Bonds (as supplemented and amended from time to time, the *"Final Official Statement"*) to the Underwriters within seven business days after the execution hereof, in sufficient time to accompany any confirmation that requests payment from any customer, in "designated electronic format" (as defined in Municipal Securities Rulemaking Board (the *"MSRB"*) Rule G-32), and in sufficient quantity to permit the Underwriters to comply with the Rule and other applicable rules of the SEC and the MSRB.

(c) The Issuer hereby authorizes and approves the Final Official Statement (the Final Official Statement, the Preliminary Official Statement and any amendments or supplements that may be authorized for use with respect to the Bonds are herein referred to collectively as the *"Official Statement"*), consents to the distribution and use of the Official Statement by the Underwriters, and authorizes the execution of the Final Official Statement by a duly authorized officer of the Issuer.

Section 3. The Issuer represents and warrants to the Underwriters that:

(1) The Issuer is duly organized and validly existing under the constitution and laws of the State of Utah (the *"State"*) and is authorized to issue and secure the Bonds for the purposes and in the manner provided in the Indenture.

(2) The Preliminary Official Statement, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact (other than any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule) necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(3) On and as of the date hereof and, unless an event of the nature described in Section 3(8) hereof subsequently occurs, at all times during the period from the date hereof to and including the date which is 25 days following the End of the Underwriting Period (defined below), the information in the Official Statement is true, correct, and complete, and does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) The Issuer has full legal right, power and authority to (i) adopt the Bond Resolution, (ii) enter into the Indenture and the Continuing Disclosure Undertaking (defined below), (iii) enter into this Purchase Agreement, (iv) issue, sell, and deliver the Bonds as provided herein, (v) pledge the Pledged Revenues as provided in the Indenture, (vi) operate the System and conduct business thereof as described in the Official Statement,

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and (vii) carry out and consummate all other transactions in connection with the issuance of the Bonds.

(5) The Issuer has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery, and due performance of the Indenture, the Continuing Disclosure Undertaking, and this Purchase Agreement, (ii) the distribution and use of the Preliminary Official Statement and the execution, delivery, and distribution of the Final Official Statement, and (iii) the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the Issuer in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect, except that no representation is made with respect to compliance with the "blue sky" laws of any jurisdiction.

(6) The Bond Resolution has been duly adopted by the Issuer, is in full force and effect, and has not been repealed, amended, supplemented, or superseded; this Purchase Agreement, the Indenture and the Continuing Disclosure Undertaking (when executed and delivered) will constitute legal, valid, and binding obligations of the Issuer; and the Bond Resolution, this Purchase Agreement, the Indenture, and the Continuing Disclosure Undertaking are enforceable against the Issuer in accordance with their respective terms, except to the extent that enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and to the exercise of judicial discretion in appropriate cases; and the Issuer has taken all required action to create the valid pledges of, and liens and charges upon, the Pledged Revenues as and to the extent set forth in the Indenture and as described in the Official Statement.

(7) When delivered to the Underwriters, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the Issuer in conformity with the laws of the State and will be entitled to the benefit and security of the Indenture.

(8) If, at any time prior to the date 25 days after the "end of the underwriting period" (as defined in the Rule) (the *"End of the Underwriting Period"*), any event occurs with respect to the Issuer as a result of which the Final Official Statement, as then amended or supplemented, might include any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Representative in writing of such event and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will, at its expense, supplement or amend, or cause to be supplemented or amended, the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Issuer agrees to provide the Representative with sufficient copies of such supplement or amendment as the

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Representative may reasonably request, and to provide such supplement or amendment in designated electronic format required by MSRB Rule G-32. The End of the Underwriting Period shall be deemed to occur on the Closing Date (defined below) unless the Underwriter notifies the Issuer otherwise on or before the Closing Date. In the event that the Issuer has been given notice pursuant to the preceding sentence that the End of the Underwriting Period will not occur on the date of the Closing, the Representative agrees to notify the Issuer in writing of the date it does occur as soon as practicable following the End of the Underwriting Period for all purposes of Rule 15c2-12; *provided, however,* that if the Representative has not otherwise so notified the Issuer of the End of the Underwriting Period by the 30th day after the Closing, then the End of the Underwriting Period shall be deemed to occur on such 30th day unless otherwise agreed to by the Issuer.

(9) At any time from the date of the Closing to the End of the Underwriting Period, the Representative may from time to time request, and, if such request is made, the Issuer shall deliver to the Representative as soon as practicable thereafter and to the extent reasonably possible, a certificate of the Issuer signed by the Chair of the Board of Trustees, the Executive Director, or the Secretary/Treasurer of the Issuer, in the form set forth as *Exhibit D* hereto, dated not earlier than the date of such request.

(10) In connection with any amendments or supplements to the Official Statement, the Representative may request such additional certificates and opinions of counsel as the Representative shall reasonably deem necessary to evidence the accuracy or completeness of such amendment or supplement.

(11) There are no bonds, notes or other obligations of the Issuer that are secured by a pledge of the Pledged Revenues that is prior to the pledge made in favor of the Bonds pursuant to the Indenture. Between the time of acceptance hereof and the Closing Date, the Issuer will not, without the prior written consent of the Representative, issue any revenue bonds or securities payable from the Pledged Revenues other than the Bonds.

(12) Neither the adoption of the Bond Resolution, the execution and delivery of this Purchase Agreement, the Indenture, the Continuing Disclosure Undertaking, or the Bonds, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the Issuer a violation of, or a breach of or default under, (i) any statute, resolution, indenture, mortgage, commitment, note, or other agreement or instrument to which the Issuer is a party or by which it is bound, (ii) any debt limitation applicable to it, or (iii) any existing law, rule, regulation, ordinance, judgment, order, or decree to which the Issuer (or any of its officers in their respective capacities as such) is subject.

(13) Except as specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened, which in any way questions the powers of the Issuer referred to in paragraph (2) above, or the validity of any proceeding taken by the Issuer in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions

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contemplated by this Purchase Agreement, or of any other document or instrument required or contemplated by this financing, or which, in any way, could adversely affect the validity or enforceability of the Bond Resolution, the Indenture, this Purchase Agreement, the Continuing Disclosure Undertaking or the Bonds.

(14) Any certificate signed by any official of the Issuer and delivered to the Representative shall be deemed a representation and warranty by the Issuer to the Representative as to the truth of the statements therein contained.

(15) The audited financial statements of the Issuer for the year ended December 31, 2020, included in the Official Statement, present fairly the financial position of the Issuer as of the date indicated and the financial results for the period specified, and such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved, except as otherwise stated in the notes thereto. There has been no material adverse change in the general affairs, management, properties, financial position, or financial results of the Issuer since the date of such financial statements except as set forth in the Official Statement.

(16) The Issuer has obtained, or is in the process of obtaining, all necessary titles, rights-of-way, and easements in order to operate the System.

(17) Except as disclosed in the Official Statement, if applicable, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertaking in a written continuing disclosure contract or agreement under the Rule.

Section 4. The Issuer covenants with the Underwriters as follows:

(1) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; *provided, however,* that the Issuer shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(2) Until the date 25 days after the End of the Underwriting Period, the Issuer shall provide the Underwriters with such information regarding the Issuer, its current financial condition and ongoing operation as the Representative may reasonably request.

(3) In order to enable the Underwriters to comply with the requirements of paragraph (b)(5) of the Rule, the Issuer will enter into a Continuing Disclosure Undertaking

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with respect to the Bonds, the forms of which are attached as APPENDIX E to the Official Statement (the *"Continuing Disclosure Undertaking"*).

(4) The Issuer agrees to provide the Representative with the advance refunding documents (as defined in MSRB Rule G-32) in a word-searchable PDF format as described in the MSRB's Rule G-32, and shall provide such electronic copy of the word-searchable PDF format of the advance refunding documents to the Representative no later than four (4) business days after the Closing Date to enable the Underwriters to comply with MSRB Rule G-32.

Section 5. At or about 9:00 a.m., Utah time, on or about _____, 2024 (the *"Closing Date"*), or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative, the Bonds will be delivered to the Trustee, as FAST agent for The Depository Trust Company (*"DTC"*), in definitive form, duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned. The Bonds shall be issued in book-entry-only form in authorized denominations and shall be registered in the name of Cede & Co., as nominee of DTC. The Underwriters will accept such delivery and pay the Purchase Price for the Bonds by wire transfer in federal funds or other immediately available funds.

The activities relating to the original issuance of the Bonds and the payment therefor and the execution and delivery of the Indenture, certificates, opinions, and the other instruments as described in Section 7 of this Purchase Agreement shall occur at the offices of Gilmore & Bell, P.C., Salt Lake City, Utah. The payment for the Bonds and simultaneous delivery of the Bonds to the Underwriters is herein referred to as the *"Closing."*

Section 6. The Underwriters shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the Closing Date:

(1) legislation shall have been enacted, or actively considered for enactment with an effective date prior to Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualifications, or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

(2) a stop order, ruling, regulation, or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

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(3) any event shall have occurred or any information shall have become known to the Underwriters which causes the Representative to reasonably believe that the Official Statement, as then amended or supplemented, includes any untrue statement of a material fact, or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(4) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial or computer technology crisis, or any escalation of any such occurrence (including escalation of the current COVID-19 pandemic), the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for or market price of the Bonds;

(5) there shall be in force a general suspension of trading in the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for or market price of the Bonds;

(6) a general banking moratorium shall have been declared by federal, New York or Utah authorities;

(7) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer;

(8) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(9) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriters; or

(10) any of the ratings assigned to the Bonds, as set forth in Section 7(3)(i), shall have been reduced, suspended or withdrawn or any notice shall have been given of any potential downgrading or review of a possible change with respect to any such rating.

Section 7. The obligation of the Underwriters to purchase the Bonds shall be subject (i) to the performance by the Issuer of its obligations to be performed hereunder at and prior to the Closing, (ii) to the accuracy of the representations and warranties of the Issuer herein as of the date hereof and as of the time of the Closing, and (iii) to the following conditions, including the delivery by the Issuer of such documents as are enumerated herein in form and substance satisfactory to the Representative:

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(1) At the time of Closing, (i) this Purchase Agreement, the Indenture, and the Bond Resolution shall be in full force and effect and shall not have been amended, modified, or supplemented (except as contemplated above in the definition of Indenture) from the date hereof except as may have been agreed to in writing by the Representative, (ii) the proceeds of the sale of the Bonds shall be deposited and applied as described in the Official Statement, and (iii) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Gilmore & Bell, P.C., as bond counsel (*"Bond Counsel"*), shall be necessary in connection with the transactions contemplated hereby.

(2) The Bonds shall be delivered to the Underwriters at or prior to the Closing, and the terms of the Bonds, as delivered, shall in all instances be as described in the Final Official Statement.

(3) At or prior to the Closing, the Underwriters shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriters and the Issuer:

(a) A final approving opinion of Bond Counsel dated the Closing Date, in substantially the form set forth in APPENDIX D to the Official Statement;

(b) An opinion of Bond Counsel addressed to the Underwriters and dated the Closing Date, in substantially the form set forth in *Exhibit A* hereto;

(c) Executed counterparts of the Indenture;

(d) An opinion of General Counsel or Senior Counsel to the Issuer, dated the Closing Date and addressed to the Underwriters, the Trustee and Bond Counsel, in substantially the form set forth in *Exhibit B* hereto;

(e) An opinion of _____, counsel to the Underwriters, dated the Closing Date, in substantially the form set forth in *Exhibit C* hereto;

(f) The Final Official Statement executed on behalf of the Issuer by a duly authorized officer;

(g) Certified copies of the Bond Resolution and any other resolutions of the Issuer relating to the Bonds;

(h) Letters from S&P Global Ratings, Fitch Ratings Services and Moody's Investors Service to the effect that the Bonds have received ratings of at least ___, ___, and ____, respectively; which ratings shall not have been lowered, suspended or revoked;

(i) A certificate or certificates, in form and substance satisfactory to the Representative, of the Issuer by any duly authorized officer or official of the Issuer

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satisfactory to the Representative, dated as of the Closing Date, to the effect that: (i) each of the Issuer's representations, warranties, and covenants contained herein are true and correct in all material respects on and as of the time of Closing; (ii) the Issuer has authorized, by all action necessary under the laws and constitution of the State, the adoption of the Bond Resolution and the execution and delivery of the Bonds, the Indenture, and the Continuing Disclosure Undertaking; (iii) no litigation is pending, or, to the knowledge of the officer or official of the Issuer signing the certificate after due investigation and inquiry, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bond Resolution, the Bonds, the Indenture, the Continuing Disclosure Undertaking, or this Purchase Agreement or in any way affecting the title of any officer signing any of the documents or the validity of the position held by any member of the governing body of the Issuer or any action related to the Bonds taken by the governing body or any official of the Issuer; (iv) the Bonds, as executed by the Issuer, are in the form or in substantially the form approved for such execution by appropriate proceedings of the Issuer; (v) since December 31, 2020, there has not been any material adverse change in the properties, financial position, or results of operations of the Issuer, whether or not arising from transactions in the ordinary course of business, other than as set forth in the Official Statement; (vi) there are no pending or, to the knowledge of the officers executing the certificate, after due investigation and inquiry, threatened, legal or administrative proceedings to which the Issuer is a party or to which property of the Issuer is subject, which are material as to the Issuer and which are not disclosed in the Official Statement or which if decided adversely to the Issuer could specifically, materially, and adversely affect the validity or enforceability of the Bonds, the Bond Resolution, the Indenture, the Continuing Disclosure Undertaking, or this Purchase Agreement or which could materially and adversely affect the properties, operations, or financial condition of the Issuer; (vii) neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation whatsoever is made with respect to the accuracy or sufficiency of the information provided by DTC; (viii) to the best of the knowledge of the officers executing the certificate, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (ix) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under this Purchase Agreement or otherwise at or prior to the date of such certification;

(j) A copy of the executed Blanket Letter of Representation to DTC from the Issuer;

(k) An executed counterpart of the Continuing Disclosure Undertaking;

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(l) An executed counterpart of the escrow agreement relating to the refunding of the bonds to be refunded by the Bonds (the *"Refunded Bonds*);

(m) A executed copy of the verification report relating to the refunding of the Refunded Bonds; and

(n) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Representative, Bond Counsel, or General Counsel to the Issuer may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Agreement, or if the obligations of the Underwriters to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided below, shall continue in full force and effect. However, the Representative may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the Bonds and payment therefor by the Underwriters shall be deemed a waiver of noncompliance with any of the conditions herein.

Section 8. The obligations of the Issuer hereunder are subject to the performance by the Underwriters of its obligations hereunder.

Section 9. The obligations of the Issuer under Section 10 hereof shall survive any termination of this Purchase Agreement by the Underwriters pursuant to the terms hereof.

Section 10. The Issuer acknowledges and agrees that (i) the primary role of the Underwriters is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Issuer, (ii) with respect to the engagement of the Underwriters by the Issuer, including in connection with the purchase, sale and offering of the Bonds, and the discussions, conferences, negotiations and undertakings in connection therewith, the Underwriters (a) are and have been acting as principals and not as agents, fiduciaries, financial advisors or municipal advisors of the Issuer and (b) have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto, and the Underwriters have no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement; (iii) the Issuer has consulted its own legal, financial and other advisors to the extent they have deemed appropriate; and (iv) this Purchase Agreement expresses the entire relationship between the parties hereto.

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Section 11. The Issuer will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Purchase Agreement, including, but not limited to, delivery of the Bonds, the costs of preparing the Bonds, the Preliminary and Final Official Statements, any amendment or supplement to the Preliminary Official Statement or Final Official Statement, the Continuing Disclosure Undertaking and this Purchase Agreement, fees and disbursements of Bond Counsel, fees and disbursements of Underwriters' Counsel, fees and disbursements of the Trustee, fees and expenses of the Financial Advisor, fees and expenses of the Issuer's accountants, any fees charged by investment rating agencies for the rating of the Bonds applied for by the Issuer. The Underwriters shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, except as otherwise provided in this paragraph. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement. The Issuer shall reimburse the Underwriters for actual expenses incurred or paid for by the Underwriters on behalf of the Issuer in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to, transportation, lodging, and meals for Issuer's employees and representatives; provided, however, that (i) reimbursement for such expenses shall not exceed an ordinary and reasonable amount for such expenses and (ii) such expenses are either (A) not related to the entertainment of any person and not prohibited from being reimbursed from the proceeds of an offering of municipal securities under MSRB Rule G-20 or (B) to be paid from the Issuer's general fund and not from the proceeds of the Bonds or any other municipal securities. Such reimbursement may be in the form of inclusion in the expense component of the Underwriters' discount, or direct reimbursement as a cost of issuance.

Section 12. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to _____ _____, Attention: _____, Managing Director.

Section 13. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters, and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

Section 14. This Purchase Agreement may be executed in several counterparts by the parties thereto, and all such counterparts shall constitute one and the same instrument.

Section 15. No recourse shall be had for any claim based on this Purchase Agreement, or any indenture, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the Issuer or of any successor body of the Issuer.

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Section 16. This Purchase Agreement, when executed by the Issuer and the Representative, shall constitute the entire agreement between the Issuer and the Underwriters. All the representations, warranties and agreements by the Issuer in this Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of any payment for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

Section 17. This Purchase Agreement shall be governed by and consumed in accordance with the laws of the State.

This Purchase Agreement shall become effective upon the mutual acceptance hereof.

Very truly yours,

[LIST UNDERWRITERS]

BY _____,
as representative of the Underwriters

By
Managing Director

Accepted and agreed to as of the date first above written:

UTAH TRANSIT AUTHORITY

By _____
Chair, Board of Trustees

By_____
Secretary/Treasurer

APPROVED AS TO FORM:

_____
Legal Counsel for the Utah Transit Authority

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SCHEDULE I

MATURITY DATE (DECEMBER 15)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	PRICE

Optional Redemption. (a) The Bonds are subject to redemption prior to maturity, at the option of the Issuer, from such maturities or parts thereof as may be selected by the Issuer, on or after _____, at a redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) Prior to _____, the Bonds are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any Business Day, at the "make-whole redemption price." The make-whole redemption price is the greater of (i) 100% of the principal amount of the Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be redeemed on a semi–annual basis, assuming a 360–day year consisting of 12, 30–day months, at the Treasury Rate (as defined in the Official Statement under the captions, "THE 2024 BONDS–Redemption Provisions–Make-Whole Redemption") plus 25 basis points, plus, in each case, accrued and unpaid interest on the Bonds to be redeemed on the redemption date.

(c) The Bonds maturing on _____* are subject to mandatory sinking fund redemption at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

(DECEMBER 15)	PRINCIPAL AMOUNT

*Stated maturity

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EXHIBIT A

[PROPOSED FORM OF BOND COUNSEL SUPPLEMENTAL OPINION]

[To Be Dated Closing Date]

[List Underwriters]

We have acted as bond counsel to the Utah Transit Authority (the *"Issuer"*) in connection with the issuance of its $_____ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024 (the *"Bonds"*), pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Seventeenth Supplemental Indenture of Trust, dated as of _____ 1, 2024 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2024 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".] Capitalized terms which are used herein but which are not otherwise defined shall have the meanings assigned to them in the Indenture.

We have delivered our legal opinion as bond counsel (the *"Bond Opinion"*) concerning the validity of the Bonds and certain other matters, dated the date hereof. You may rely on our Bond Opinion as though the same were addressed to you.

In our capacity as bond counsel to the Issuer, we have examined originals or copies certified or otherwise identified to our satisfaction, of such documents, records and other instruments as we deemed necessary or appropriate for the purpose of this opinion, including, without limitation, the Indenture, the Preliminary Official Statement dated _____, 2024 (the *"Preliminary Official Statement"*), the Official Statement of the Issuer dated _____, 2024, relating to the Bonds (the *"Official Statement"*), the Bond Purchase Agreement (the *"Purchase Agreement"*) for the Bonds, dated _____, 2024 by and between the Issuer and _____ and _____ (collectively, the *"Underwriters"*), and the other documents, certificates and opinions delivered pursuant to the Purchase Agreement, and we have participated in various conferences with representatives of and counsel for the Underwriters, representatives of and counsel for the Issuer, and representatives of the Issuer's financial advisor relating to the preparation of the Preliminary Official Statement and the Official Statement.

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In arriving at the conclusions hereinafter expressed, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency or the documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein). We have assumed that all documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

On the basis of such examination, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by the Issuer.

2. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. [The statements contained in the Official Statement under the sections entitled "INTRODUCTION" (except for the material under the subheadings entitled, "– The Authority and the System, "Professional Services," and "Contact Persons"), "THE 2024 BONDS" (except for the material under the subheadings entitled "—Sources and Uses of Funds," "—Debt Service on the 2024 Bonds," and "—Book-Entry System"), and "SECURITY FOR THE 2024 BONDS—Flow of Funds," "—Issuance of Additional Senior Bonds," "TAX MATTERS," APPENDIX C and APPENDIX D, insofar as such statements purport to summarize or extract certain provisions of the Bonds, the Indenture, and our opinion with respect to the tax status of interest on the Bonds, present an accurate summary or extract, as applicable, of such provisions and opinion in all material respects.

Because the primary purp]ose of our professional engagement as bond counsel was not to establish factual matters, and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Preliminary Official Statement and Official Statement, except to the extent expressly set forth in paragraph 3 above, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. However, based upon the information made available to us in our role as bond counsel to the Issuer in the course of our participation in the preparation of the Preliminary Official Statement and Official Statement and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and Official Statement, nothing has come to the attention of the lawyers of our firm rendering legal services in connection with such representation which would lead us to believe that the Preliminary Official Statement or the Official Statement (except for any financial, statistical, demographic, operating or economic data or forecasts, numerical information or forecasts, estimates, assumptions or expressions of opinion included therein, or any information about [book-entry, The Depository Trust Company, or the information in the Official Statement under the tables entitled, "Sales and Use Tax Rates," "Historical Pledged Sales and Use Tax Collections" and "Monthly Sales and Use Tax Collections" contained under the caption, "SECURITY FOR THE 2024 BONDS," or under the sections entitled, "HISTORICAL DEBT SERVICE

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COVERAGE," "PROJECTED DEBT SERVICE COVERAGE," "UTAH TRANSIT AUTHORITY," "DEBT STRUCTURE OF UTAH TRANSIT AUTHORITY," and "FINANCIAL INFORMATION REGARDING UTAH TRANSIT AUTHORITY," and "LEGAL MATTERS," or in APPENDIX A, APPENDIX F and APPENDIX G,] as to which we express no view) as of its date and as of the date hereof contained any untrue statements of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule (as defined in the Purchase Agreement)) or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

In rendering our opinion, we wish to advise you that the enforceability of the Purchase Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and to the exercise of judicial discretion in appropriate cases.

This letter is furnished by us as bond counsel to the Issuer. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as the Underwriters of the Bonds as provided in the Purchase Agreement, is solely for your benefit as the Underwriters and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by the owners of the Bonds or by any party to whom it is not addressed.

Respectfully submitted,

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EXHIBIT B

[PROPOSED FORM OF GENERAL COUNSEL OPINION]

[To be Dated Closing Date]

[List Underwriters]

Zions Bancorporation, National Association

Gilmore & Bell, P.C.

I have acted as General Counsel for the Utah Transit Authority (the *"Issuer"*) in connection with the issuance of its $ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024 (the *"Bonds"*), pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Seventeenth Supplemental Indenture of Trust, dated as of 1, 2024 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of 1, 2024 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".]

In this connection, I, or other staff attorneys working under my direction, have examined: (i) executed counterparts of the Indenture; (ii) all laws, proceedings and documents relating to the organization, rights, powers, authorities and procedures of and other legal requirements applicable to the Issuer, including without limitation the Utah Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended (the *"Act"*); (iii) an executed counterpart of the Continuing Disclosure Undertaking relating to the Bonds (the *"Continuing Disclosure Undertaking"*); (iv) the proceedings of the Issuer, including without limitation, the resolution of the Issuer adopted by its Board of Trustees on , 2024 (the *"Resolution"*), relating to the issuance of the Bonds and the sale of the Bonds to and (collectively, the *"Underwriters"*), pursuant to that certain Bond Purchase Agreement dated , 2024 (the *"Purchase Agreement"*), between the Issuer and the Underwriters; (v) an executed counterpart of the Purchase Agreement; (vi) a copy of the resolution adopted by the State Bonding commission on , 2024 (the *"SBC Resolution"*) approving the issuance by the Issuer of the Bonds; and (vii) such other documents and matters of law as I have deemed relevant and necessary in rendering this opinion.

Capitalized terms used herein without definition shall have the meanings specified in the Indenture.

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This opinion is delivered to you in satisfaction of the requirements of Section 7(3)(d) of the Purchase Agreement. Based on the foregoing examination, I am of the opinion that:

1. The Issuer is a public transit district duly organized and validly existing under the constitution and laws of the State of Utah, including the Act, with full power and authority under the Act to issue the Bonds, to execute, deliver and perform its obligations under the Indenture, the Continuing Disclosure Undertaking, and the Purchase Agreement, and to obtain the Sales and Use Taxes (as defined in the Indenture).

2. The Resolution has been duly adopted by the Board of Trustees of the Issuer in public meetings held in compliance with the laws of the State of Utah, including the Utah Open Meeting Law, Title 52, Chapter 4, Utah Code Annotated 1953, as amended, and is in full force and effect as of the date hereof.

3. Based upon my participation in the transaction as General Counsel to the Issuer, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement dated _____, 2024 (the *"Preliminary Official Statement"*) or the Official Statement dated _____, 2024 (the *"Official Statement"*), in connection with the issuance and sale of the Bonds, nothing has come to my attention that would lead me to believe that the Preliminary Official Statement or the Official Statement, as of the date thereof or hereof, contained or contains an untrue statement of a material fact or omits to state a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule (as defined in the Purchase Agreement)) required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect, except that I express no view as to financial statements and statistical data contained in the Preliminary Official Statement or the Official Statement.

4. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which is pending or threatened against the Issuer (a) contesting compliance with the Open and Public Meetings Act, Title 52, Chapter 4, Utah Code Annotated 1953, as amended, with respect to the adoption of the Resolution, (b) to restrain or enjoin the issuance or delivery of any of the Bonds, the collection or allocation of Pledged Revenues (as defined in the Indenture) or the deposit and application of Pledged Revenues under the Indenture, (c) in any way contesting or affecting the authority for the issuance of the Bonds, the validity of the Act, the Bonds, the Indenture, the Continuing Disclosure Undertaking, the Resolution, or the Purchase Agreement or the power or authority of the Issuer to perform the covenants or undertakings contained therein, or the excludability from gross income for federal income tax purposes of interest on the Bonds, or (d) in any way contesting the organization, existence or powers of the Issuer, nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validly or enforceability of the Act or the authorization, execution, delivery or performance by the Issuer of the Bonds, the

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Indenture, the Continuing Disclosure Undertaking, the Resolution, or the Purchase Agreement; provided that opinions relating to the enforceability of any instrument are subject to applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, and to general principles of equity.

5. The execution and delivery of the Bonds, the Indenture, the Continuing Disclosure Undertaking, and the Purchase Agreement, and compliance with the provisions thereof and of the Resolution by the Issuer, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or by which it is bound or any existing law, regulation, court order, or consent decree to which the Issuer is subject.

6. Except for the SBC Resolution, no approval or other action by any governmental authority or agency is required in connection with the issuance and sale of the Bonds or the execution, delivery or performance by the Issuer of the Indenture, the Continuing Disclosure Undertaking, or the Purchase Agreement.

7. The Indenture create the valid pledges of the Pledged Revenues for the benefit of the owners of the Bonds and the other bonds issued under the Indenture that the Indenture purport to create. The Indenture creates a valid first lien on the Pledged Revenues (as defined in the Indenture).

8. The Indenture, the Continuing Disclosure Undertaking, and the Purchase Agreement have been duly authorized, executed and delivered by the Issuer, and each constitutes a valid and binding obligation of the Issuer, enforceable in accordance with its terms.

9. The Issuer owns or will acquire all real property, interests in real property, structures, equipment, easements, permits (other than certain road construction permits from the Utah Department of Transportation, which are obtained as construction progresses), rights of way and licenses necessary for the construction and operation of the System (as defined in the Indenture).

Very truly yours,

_____

__

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EXHIBIT C

[PROPOSED FORM OF UNDERWRITERS' COUNSEL OPINION]

[To be Dated Closing Date]

[List Underwriters]

Ladies and Gentlemen:

We have acted as counsel to you in connection with your purchase of the Utah Transit Authority's (the *"Issuer"*) $_____ aggregate principal amount of [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024 (the *"Bonds"*), pursuant to the [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as previously supplemented and amended (the *"Senior General Indenture"*), and as further supplemented by the Seventeenth Supplemental Indenture of Trust, dated as of _____ 1, 2024 (the *"Senior Supplemental Indenture"* and, together with the General Indenture, the *"Senior Indenture"*)][Subordinate General Indenture of Trust, dated as of July 1, 2006, as previously supplemented and amended (the *"Subordinate General Indenture"*), and as further supplemented by the Sixteenth Supplemental Subordinate Indenture of Trust, dated as of _____ 1, 2024 (the *"Subordinate Supplemental Indenture"* and, together with the Subordinate General Indenture, the *"Subordinate Indenture"*), each between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). [The Senior Indenture and the Subordinate Indenture are collectively referred to as the "Indenture".]

Capitalized terms used herein without definition shall have the meanings specified in the Bond Purchase Agreement, dated _____, 2024, between the Issuer and _____ and _____ (collectively, the *"Underwriters"*).

We have rendered legal advice and assistance to you as to the requirements of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the *"Rule"*), in connection with your review, for purposes of the Rule, of the Continuing Disclosure Undertaking, relating to the Bonds (the *"Undertaking"*) of the Issuer. Based upon our examination of the Undertaking, the Rule and such other documents and matters of law as we have considered necessary, we are of the opinion that, under existing law, the Undertaking complies in all material respects with the applicable requirements of the Rule.

Based upon our examination of such documents and questions of law as we have deemed relevant in connection with the offering and sale of the Bonds under the circumstances described in the Official Statement referred to below, we are of the opinion that, under existing law, the Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Indenture are not required to be qualified under the Trust Indenture Act of 1939, as amended.

In accordance with our understanding with you, we also have rendered legal advice and assistance to you in the course of your investigation with respect to, and your participation in the

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preparation of, the Preliminary Official Statement dated _____, 2024 (the *"Preliminary Official Statement"*) and the Official Statement, dated _____, 2024 (the *"Official Statement"*) and certain other matters related to the subject financing. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and a limited review of certain documents, opinions and certificates of officers of the Issuer, and other appropriate persons. We also participated in conferences with your representatives and other persons involved in the preparation of information for the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and revised. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, based upon our limited review of documents and participation in conferences as aforesaid, without independent verification, no facts have come to our attention which lead us to believe that the Preliminary Official Statement or the Official Statement (apart from (i) the information relating to The Depository Trust Company and its book-entry-only system and (ii) the financial, operating and statistical data contained therein, as to all of which we do not express any opinion or belief) contained as of its date or contains as of the date hereof any untrue statement of a material fact or omitted or omits to state a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule) required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This letter is furnished by us as counsel to the Underwriters and is solely for the benefit of the Underwriters. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

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EXHIBIT D

CERTIFICATE OF THE ISSUER

I, the _____ of the Utah Transit Authority (the *"Issuer"*) hereby certify that the Official Statement of the Issuer dated _____, 2024, relating to its [Federally Taxable] Sales Tax Revenue Refunding Bonds, Series 2024, as the same may have been amended or supplemented to the date hereof, does not contain an untrue statement of a material fact or omit to state a fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. I have made such inquiries as were necessary for me to render this certificate.

DATED: _____, 2024.

UTAH TRANSIT AUTHORITY

By_____
_____
Name_____
_____
Title_____
_____

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EXHIBIT F

FORM OF PRELIMINARY OFFICIAL STATEMENT

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EXHIBIT G

FORM OF TENDER OFFER

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INVITATION TO TENDER BONDS
(the "Invitation")
made by
UTAH TRANSIT AUTHORITY
(the "Issuer")

The Issuer invites Bondholders to offer to sell to the Issuer for cash its selected
Federally Taxable Sales Tax Revenue Refunding, Series 2019B
Federally Taxable Sales Tax Revenue Bonds, Series 2020B
(together, the "Taxable Target Bonds")
and
Sales Tax Revenue Refunding Bonds, Series 2015A
Subordinated Sales Tax revenue Refunding Bonds, Series 2016
Sales Tax Revenue Bonds, Series 2018
Subordinated Sales Tax Revenue Refunding Bonds, Series 2018
Sales Tax Revenue Bonds, Series 2019A
(collectively, the "Tax-Exempt Target Bonds" and together with the Taxable Target Bonds, the "Target Bonds")

Key Dates and Times

All of these dates and times are subject to change and to all conditions described in this Invitation and related tender materials. All times are New York City time.

Notices of changes will be sent in the manner provided for in this Invitation.

Launch Date and 2024 Bonds Preliminary Official Statement Posting	_____, 2024
Pricing Notice	On or about _____, 2024
Offer Expiration Time (unless extended)	5:00 p.m., _____, 2024
Preliminary Notice of Results	5:00 p.m., _____, 2024
Determination of Taxable Target Bonds Purchase Price	10:00 a.m., _____, 2024
Notice of Taxable Target Bonds Purchase Price	5:00 p.m., _____, 2024
Notice of Acceptance	5:00 p.m., _____, 2024
Settlement Date (unless extended as described herein)	_____, 2024

To make an informed decision as to whether, and how, to offer Target Bonds, beneficial owners of Target Bonds ("Bondholders") must read this Invitation to Tender Bonds carefully and should consult their brokers, account executives or other financial advisors.

The Dealer Manager for this Invitation is:

[WELLS FARGO BANK N.A.[

[Julie Burger
(212) 214-2825
julie.burger@wellsfargo.com]

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The Information and Tender Agent for this Invitation is:

[Bondholder Communications Group LLC ("BondCom")]
[Attn: Uma Tatum]
[Tel: (212) 809-2663 Toll-free: (888) 385-2663 E-Mail: UTatum@bondcom.com]
Document Website: www.bondcom.com/UTA
Investors with questions about this Invitation should contact the Information and Tender Agent.

The date of this Invitation is _____, 2024.

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BONDS SUBJECT TO THIS TENDER OFFER
TABLE 1 – TAXABLE TARGET BONDS

Series	CUSIP[1] Base 917567	Maturity Date	Interest Rate	Outstanding Par Amount	Maximum Principal Amount to be Accepted for Purchase	Par Call Date[2]	Benchmark Treasury Security	Indicative Fixed Spread (Basis Points)[3]

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(2) Par call date shown – see [_____ Official Statement dated _____] for full description of optional redemption provisions.

(3) Indicative Fixed Spreads (as defined herein) are preliminary and subject to change. Actual Fixed Spread will appear in the Pricing Notice. Each Benchmark Treasury Security (as defined herein) will be the most recently auctioned "on-the-run" United States Treasury Security for the maturity indicated as of date and time that the Purchase Price for the Target Bonds is set, currently expected to be _____, 2024.

BONDS SUBJECT TO THIS TENDER OFFER
TABLE 2 – TAX-EXEMPT TARGET BONDS

Series	CUSIP[1] Base 917567	Maturity Date	Interest Rate	Outstanding Par Amount	Par Call Date	Indicative Purchase Price as a Percentage of Par[2]

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(2) Pricing for the Tax-Exempt Target Bonds will be available through the Pricing Notice on or about _____, 2024. The Indicative Purchase Prices shown herein are preliminary and subject to change. Actual Purchase Prices will appear in the Pricing Notice. The Purchase Price to be paid on the Settlement Date excludes Accrued Interest on the Target Bonds tendered for purchase, which interest will be paid up to but not including the Settlement Date in addition to the Purchase Price.

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IMPORTANT INFORMATION

This Invitation to Tender and other information with respect thereto are and will be available from Wells Fargo Bank N.A. (the "Dealer Manager") and BondCom (the "Information and Tender Agent") at emma.msrb.org and www.bondcom.com/UTA. Bondholders wishing to tender their Target Bonds for purchase pursuant to this Invitation should follow the procedures described in this Invitation. The Issuer reserves the right to cancel or modify this Invitation at any time at or prior to the Expiration Time as provided herein and reserves the right to issue a future invitation or tender offer for Target Bonds on terms different than those described herein in its sole discretion. The Issuer will have no obligation to accept tendered Target Bonds for purchase or to purchase Target Bonds tendered and accepted for purchase if this Invitation is cancelled or the Issuer fails to accept offers or the Issuer is unable to issue the 2024 Bonds (as defined herein) or any other conditions set for the herein are not satisfied. The Issuer further reserves the right to accept nonconforming offers and tenders or waive irregularities in any offer or tender. The Issuer also reserves the right in the future to refund any Untendered Bonds (as defined herein) through the issuance of publicly offered or privately placed taxable or tax-exempt obligations of the Issuer. The consummation of this Invitation is subject to certain other conditions, including, without limitation to the conditions that are anticipated to occur after the Expiration Time (as defined herein) but prior to the Settlement Date.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THIS INVITATION OR PASSED UPON THE FAIRNESS OR MERITS OF THIS INVITATION OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS INVITATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Invitation is not being extended to, and offers and Target Bonds tendered in response to this Invitation will not be accepted from or on behalf of, Bondholders in any jurisdiction in which this Invitation or such offer or acceptance would not be in compliance with the laws of such jurisdiction. In any jurisdictions where the securities, "blue sky" or other laws require this Invitation to be made through a licensed or registered broker or dealer, this Invitation shall be deemed to be made on behalf of the Issuer through the Dealer Manager or one or more registered brokers or dealers licensed under the laws of that jurisdiction.

References to website addresses herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not a part of, this Invitation.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Invitation, and, if given or made, such information or representation may not be relied upon as having been authorized by the Issuer.

The delivery of this Invitation shall not under any circumstances create any implication that any information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachment hereto or materials delivered herewith or in the affairs of the Issuer since the date hereof. The information contained in this Invitation is as of the date of this Invitation only and is subject to change, completion, and amendment without notice.

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The Dealer Manager makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, including the Preliminary Official Statement. The Dealer Manager has not independently verified any of the information contained herein, and assumes no responsibility for the accuracy or completeness of any such information.

The Issuer, the Dealer Manager and the Information and Tender Agent are not responsible for (i) making or transmitting any offer to sell Target Bonds nor (ii) the DTC process and Holders' interactions with DTC and the DTC participants.

Certain statements contained in or incorporated by reference into this Invitation are "forward-looking statements." Forward-looking statements are based on the Issuer's current expectations, estimates, beliefs, assumptions and projections of future performance, taking into account the information currently available to the Issuer. These statements may be identified by the use of words like "expects," "intends," "plans," "aims," "projects," "believes," "anticipates," "estimates," "will," "should," "could" and other expressions that indicate future events and trends. Such forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such statements. Inevitably, some assumptions used in connection with the forward-looking statements will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between such statements and actual results, and those differences may be material.

Forward-looking statements speak only as of the date of the document in which they are made or as otherwise specified therein. The Issuer disclaims any obligation or undertaking to provide any updates or revisions to any forward-looking statement to reflect any change in the Issuer's expectations or any change in events, conditions or circumstances on which the forward-looking statement is based.

This Invitation contains important information which should be read before any decision is made with respect to this Invitation.

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INVITATION TO TENDER BONDS
made by
UTAH TRANSIT AUTHORITY
to the Bondholders described herein of certain of its

Federally Taxable Sales Tax Revenue Refunding, Series 2019B
Federally Taxable Sales Tax Revenue Bonds, Series 2020B
(together, the "Taxable Target Bonds")
and
Sales Tax Revenue Refunding Bonds, Series 2015A
Subordinated Sales Tax revenue Refunding Bonds, Series 2016
Sales Tax Revenue Bonds, Series 2018
Subordinated Sales Tax Revenue Refunding Bonds, Series 2018
Sales Tax Revenue Bonds, Series 2019A
(collectively, the "Tax-Exempt Target Bonds" and together with the Taxable Target Bonds, the "Target Bonds")

INTRODUCTION

General

This Invitation to Tender Bonds, dated [_____], 2024 (as it may be amended or supplemented as provided herein, including the cover page and attachment hereto, this "Invitation"), is issued by the Utah Transit Authority (the "Issuer"), with the assistance of [Wells Fargo Bank N.A.], as dealer manager (the "Dealer Manager"), to the beneficial owners (the "Bondholders") of the above-captioned bonds of the Issuer with the maturities and CUSIP numbers identified herein (collectively, the "Target Bonds"), and invites Bondholders to offer to sell Target Bonds for purchase by the Issuer at the purchase prices as described below.

Each Bondholder is invited by the Issuer to offer (an "Offer") to sell to the Issuer, for payment in cash, all or part of its beneficial ownership interests in the Target Bonds in authorized denominations, as set forth herein. The Issuer may decide to purchase less than all (or none) of the Target Bonds offered to the Issuer. (See "10. Determination of Amounts to be Purchased; Purchase Prices" herein.) Offers must be submitted by the Expiration Time specified on the cover page or such later date to which it may be deferred as herein provided (the "Expiration Time"). Target Bonds which the Issuer purchases pursuant to this Invitation will be cancelled. Bondholders will not be obligated to pay any brokerage commissions or solicitation fees to the Issuer, the Dealer Manager or the Information and Tender Agent in connection with this Invitation. Bondholders should consult with their brokers, account executives, banks, financial institutions or financial advisors to determine whether they will charge any commissions or fees.

The purchase prices (the "Purchase Prices") for Target Bonds which the Issuer decides to purchase, if any, will be paid on the Settlement Date specified on the cover page or such later date to which settlement may be deferred as herein provided (the "Settlement Date"). (See "12. Settlement Date; Purchase of Target Bonds" herein.) The Purchase Prices for the Taxable Target Bonds will be based on a fixed spread added to the yields on certain benchmark United States

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Treasury Securities, plus accrued interest on the Target Bonds tendered for purchase up to but not including the Settlement Date ("Accrued Interest"). On or about [_____], 2024, the Issuer will publish a pricing notice in the form attached hereto as APPENDIX A, which will (i) either confirm or amend the Fixed Spreads for the Taxable Target Bonds and (ii) either confirm or amend the Purchase Prices for the Tax-Exempt Target Bonds.

Target Bonds which the Issuer does not purchase pursuant to this Invitation will be returned to the Bondholder that offered such Target Bonds and will remain outstanding. The Bondholders whose Target Bonds are not purchased pursuant to this Invitation will continue to bear the risk of ownership of such Target Bonds. The purchase of a significant portion of Target Bonds of a particular CUSIP pursuant to this Invitation may have an adverse effect on the liquidity for the remaining Target Bonds of such CUSIP. (See "ADDITIONAL CONSIDERATIONS" herein.)

Among other conditions, the Issuer's obligation to purchase tendered Target Bonds will be subject to the sale and delivery of the Issuer's Sales Tax Revenue Refunding Bonds, Series 2024 (the "2024 Bonds") as described in the Issuer's Preliminary Official Statement, dated of even date with this Invitation, relating to such bonds (the "Preliminary Official Statement"), copies of which are available from the Dealer Manager.

The Issuer is soliciting Offers to sell Target Bonds and intends to issue the 2024 Bonds in order to refund the Target Bonds and reduce associated debt service requirements. The Issuer intends, but is not obligated to, accept Offers that will enable it to refund a sufficient amount of Target Bonds with 2024 Bonds on the Settlement Date.

BONDHOLDERS WHO DO NOT TENDER THEIR TARGET BONDS, AS WELL AS BONDHOLDERS WHO TENDER TARGET BONDS FOR PURCHASE THAT THE ISSUER, IN ITS DISCRETION, DOES NOT ACCEPT FOR PURCHASE, WILL CONTINUE TO HOLD SUCH TARGET BONDS (COLLECTIVELY, THE "UNTENDERED BONDS") AND SUCH UNTENDERED BONDS WILL REMAIN OUTSTANDING. ANY UNTENDERED BONDS ARE NOT EXPECTED TO BE REFUNDED AS PART OF THE 2024 BONDS. HOWEVER, THE ISSUER RESERVES THE RIGHT TO, AND MAY DECIDE TO, DEFEASE OR REFUND (ON AN ADVANCE OR CURRENT BASIS) SOME OR ALL OF THE UNTENDERED BONDS THROUGH THE ISSUANCE OF PUBLICLY-OFFERED OR PRIVATELY-PLACED TAXABLE OR TAX-EXEMPT OBLIGATIONS OR FUNDS OF THE ISSUER AT A LATER DATE.

With respect to the Target Bonds that are subject to mandatory redemption from sinking fund installments, the Issuer is permitted under that certain [Amended and Restated General Indenture of Trust, dated as of September 1, 2002, as supplemented and amended to the date hereof (the "Senior Indenture")], and that certain [Subordinate General Indenture of Trust, dated as of July 1, 2006, as supplemented and amended to the date hereof (the Subordinate Indenture")], each by and between the Issuer and Zions Bancorporation, National Association, as trustee, to designate the sinking fund installments that are to be reduced as allocated to such cancellation or redemption. If less than all of the Target Bonds of a given CUSIP number for which sinking fund installments have been established are purchased by the Issuer pursuant to the Offer, the Issuer has the right to select which sinking fund installments will be reduced. As a result, the average life of the remaining Target Bonds of that CUSIP number may change.

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The Issuer reserves the right, subject to applicable law, to amend or waive any conditions to this Invitation and its obligations under accepted Offers, in whole or in part, at any time prior to the Expiration Time as provided herein, in its sole discretion. This Invitation may be withdrawn by the Issuer at any time prior to the Expiration Time.

TO MAKE AN INFORMED DECISION AS TO WHETHER, AND HOW, TO TENDER TARGET BONDS FOR SALE IN RESPONSE TO THIS INVITATION, BONDHOLDERS SHOULD READ THIS INVITATION CAREFULLY.

Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent makes any recommendation that any Bondholder offer, or refrain from offering, all or any portion of such Bondholder's Target Bonds for sale. Bondholders must make these decisions and should read this Invitation and consult with their brokers, account executives, financial advisors and/or other appropriate professionals in doing so.

Purpose

This Invitation is being issued as part of a plan of finance to use proceeds from the sale of the 2024 Bonds that includes the retirement of the Target Bonds by purchasing them pursuant to this Invitation. Further, as described herein, the Issuer's purchase of Target Bonds pursuant to this Invitation is contingent upon receipt of sufficient proceeds for such purpose from the issuance of the 2024 Bonds. There can be no assurance that the 2024 Bonds will be issued or when the 2024 Bonds will be issued, or that the proceeds thereof will be sufficient to enable the Issuer to purchase any or all of the Target Bonds validly tendered for purchase.

The purpose of the issuance of the 2024 Bonds is to produce present value debt service savings. Thus, the final decision to purchase Target Bonds, and, if less than all of the Target Bonds that are tendered are purchased, which Target Bonds that will be accepted for purchase by the Issuer, will be based upon market conditions associated with the sale of the 2024 Bonds and other factors outside of the control of the Issuer.

Consideration for Tender Offer

On or about [_____], 2024, the Issuer will publish the Pricing Notice in the form attached hereto as APPENDIX A, which Pricing Notice will set forth either a confirmation of the Indicative Fixed Spreads and Indicative Purchase Prices listed on pages ii and iii of this Invitation or an amendment to the Indicated Fixed Spreads and Indicative Purchase Prices for each maturity and corresponding CUSIP of the Target Bonds tendered and accepted for purchase pursuant to this Invitation.

For the Taxable Target Bonds, the applicable fixed spread (the "Fixed Spread") for each CUSIP for the Taxable Target Bonds will represent the yield, expressed as an interest rate percentage, above the yield on the Benchmark Treasury Security at which the Issuer will purchase the Taxable Target Bonds. The Fixed Spread will be added to the yield on a representative Benchmark Treasury Security for each CUSIP. The Benchmark Treasury Security for each CUSIP is identified on the cover of this Invitation.

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The yields on the Benchmark Treasury Securities (the "Treasury Security Yields") will be determined at 10:00 AM on [_____], 2024, based on the bid-side price of the U.S. Benchmark Treasury as quoted on the Fixed Income Trading FIT1 series of pages and calculated in accordance with standard market practice. The Fixed Spread for each maturity will be added to the Treasury Security Yield to arrive at a yield (the "Purchase Yield").

The Purchase Yield will be used to calculate the Purchase Prices for the Taxable Target Bonds. The Purchase Prices for the Taxable Target Bonds will be the sum of the present value of all remaining scheduled principal and interest on the applicable Taxable Target Bonds on the Settlement Date, as determined on [_____], 2024 (the "Determination of Purchase Price Date"), minus accrued interest up to but not including the Settlement Date, calculated by discounting each such scheduled principal and interest payment from the date that each such payment would have been payable but for the purchase of the applicable Taxable Target Bonds to the Settlement Date at a discount rate equal to the Purchase Yield on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months), in accordance with standard market practice. The Issuer will publish a Notice of Taxable Target Bonds Purchase Price at or around 5:00 p.m. on [_____], 2024. In addition to the Purchase Prices of the Target Bonds accepted for purchase by the Issuer, Accrued Interest on such Target Bonds will be paid by, or on behalf of, the Issuer to the tendering Bondholders on the Settlement Date.

The table below provides an example of the Purchase Prices realized by a Bondholder that submit an offer based on the following closing yields as of [_____], 2024, for the Benchmark Treasury Securities provided below and the Indicative Fixed Spreads listed on page ii of this Invitation. This example is being provided for convenience only and is not to be relied upon by a Bondholder as an indication of the Purchase Yield or Purchase Prices that may be accepted by the Issuer.

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Taxable Target Bonds

Series	Maturity Date	Interest Rate	CUSIP Base 917567	Benchmark Treasury Security	Treasury Security Yield	Fixed Spread	Purchase Yield	Purchase Price (% of Principal Amount)

The Notice of Taxable Target Bonds Purchase Price will be made available: (i) at the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at www.emma.msrb.org ("EMMA"), using the CUSIP numbers for the Taxable Target Bonds listed in the table on page ii of this Invitation; (ii) to DTC (as defined herein) and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information and Tender Agent at www.bondcom/UTA.

Binding Contract to Sell

If a Bondholder's Offer to sell Target Bonds is accepted by the Issuer by the time specified herein, the Bondholder will be obligated to sell, and the Issuer will be obligated to purchase, such Target Bonds on the Settlement Date at the Purchase Price for such Target Bonds plus Accrued Interest to but not including the Settlement Date, subject to the conditions described herein. See "14. Conditions to Purchase" herein.

Brokerage Commissions and Solicitation Fees

Bondholders will not be obligated to pay any brokerage commissions or solicitation fees to the Issuer, the Dealer Manager, or the Information and Tender Agent in connection with this Invitation, Offers, or consummation of accepted Offers. However, Bondholders should check with their brokers, banks, account executives or other financial institutions which maintain the accounts in which their Target Bonds are held ("Financial Representatives") to determine whether they will charge any commissions or fees.

Dealer Manager and Information and Tender Agent

[Wells Fargo Bank N.A. is the Dealer Manager for this Invitation. Investors with questions about this Invitation should contact the Dealer Manager or BondCom, which serves as the Information and Tender Agent, at the addresses and telephone numbers set forth on the page preceding the attachment to this Invitation.] See "DEALER MANAGER" and "TENDER AGENT" herein.

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TERMS OF THE INVITATION

Section 35. Expiration Time

The Issuer's invitation to submit Offers will expire at the Expiration Time, unless this Invitation is earlier terminated or extended as provided herein.

Offers submitted after the Expiration Time will not be considered.

See "15. Extension, Termination and Amendment; Changes to Terms" below for a discussion of the Issuer's right to defer the Expiration Time and to terminate or amend this Invitation.

Section 36. Offers Only Through the Issuer's ATOP Accounts

The Target Bonds are all held in book-entry-only form through the facilities of The Depository Trust Company, New York, New York ("DTC") through banks, brokers and other institutions that are participants in DTC.

The Issuer, through the Information and Tender Agent, will establish an Automated Tender Offer Account (an "ATOP Account") at DTC for the Target Bonds to which this Invitation relates promptly after the date of this Invitation. Bondholders who wish to tender Target Bonds pursuant to this Invitation may do so through the Issuer's ATOP account.

ALL OFFERS TO SELL AND TENDERS OF TARGET BONDS MUST BE THROUGH THE APPLICABLE ATOP ACCOUNTS. THE ISSUER WILL NOT ACCEPT ANY OFFER OR TENDER OF TARGET BONDS THAT IS NOT SUBMITTED THROUGH AN ATOP ACCOUNT. LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THIS INVITATION.

Bondholders who are not DTC participants can make offers to sell their Target Bonds only through the financial institution which maintains the DTC account in which their Target Bonds are held.

Any financial institution that is a participant in DTC may make an Offer and book-entry tender of Target Bonds by submitting a Voluntary Offering Instruction to DTC and causing DTC to transfer such Target Bonds into the applicable ATOP Account in accordance with DTC's procedures for such instructions and transfers. Bondholders who are not DTC participants can submit Offers and tender Target Bonds in response to this Invitation only by making arrangements with and instructing their Financial Representative to do so (or to cause their DTC participant to do so) through the applicable ATOP Account. To ensure that Offers are made and Target Bonds are tendered to the applicable ATOP Account by the Expiration Time, Bondholders must provide instructions to their Financial Representatives in sufficient time for the Financial Representatives to do so (or cause their DTC participants to do so) by the Expiration Time. Bondholders should contact their Financial Representatives for information as to when they need instructions in order to submit Offers and tender Target Bonds to the applicable ATOP Account by the Expiration Time. See "6. Tender of Target Bonds by Financial Institutions; ATOP Accounts" herein.

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Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent is responsible for the submission of Offers or the transfer of tendered Target Bonds to the ATOP Accounts or for any mistakes, errors or omissions in submissions and transfers of any Target Bonds.

Section 37. Information to Bondholders

The Issuer may give information about this Invitation to the market and Bondholders by delivering the information to the following institutions: Bloomberg Financial Market Systems and the Municipal Securities Rulemaking Board through EMMA. These institutions, together with the Information and Tender Agent, are collectively referred to herein as the "Information Services." The Information and Tender Agent will deliver information provided to it by the Issuer to DTC and through its website www.bondcom.com/UTA. Any delivery of information by the Issuer to the Information Services will be deemed to constitute delivery of the information to each Bondholder.

Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent has any obligation to ensure that a Bondholder actually receives any information given to the Information Services.

Bondholders who would like to receive information transmitted by or on behalf of the Issuer to the Information Services may receive such information from the Dealer Manager or the Information and Tender Agent by contacting them using the contact information on the page preceding the attachment to this Invitation or by making appropriate arrangements with their account executives or directly with the Information Services.

Any updates to this Invitation will be distributed through the Information Services. The final Official Statement with respect to the 2024 Bonds will be posted to EMMA Website subsequent to the acceptance of Offers and prior to Settlement Date.

Section 38. Minimum Authorized Denominations

A Bondholder may submit one or more Offers to sell Target Bonds of one or more series and maturities in an amount of its choosing, but only in a principal amount equal to an authorized denomination of Target Bonds ($5,000 or any integral multiple thereof) ("Minimum Authorized Denominations").

Section 39. Provisions Applicable to All Offers

Need for Advice. Bondholders should ask their Financial Representatives or financial advisors for help in determining (a) whether to offer to sell and tender Target Bonds of a particular CUSIP and (b) the principal amount of such Target Bonds to be offered. Bondholders also should inquire as to whether their Financial Representatives or financial advisors will charge a fee for submitting Offers or tenders if the Issuer purchases tendered Target Bonds. Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent will charge any Bondholder for submitting Offers or tendering or selling Target Bonds.

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Need for Specificity of Offer. Neither an Offer nor an accompanying tender of Target Bonds of any CUSIP may exceed the principal amount of Target Bonds of such CUSIP owned by the tendering Bondholder, and each Offer must include the following information: (1) the CUSIP number(s) of the Bond(s) being tendered and (2) the principal amount of Target Bonds with each CUSIP number being tendered. The principal amount must be specified in integral multiples of $5,000 and, if not so specified, will be reduced to the nearest integral multiple of $5,000.

"All or none" offers are not permitted. No alternative, conditional or contingent Offers or tenders will be accepted.

ALL OFFERS FOR AND TENDERS OF TARGET BONDS MUST BE MADE THROUGH THE APPLICABLE ATOP ACCOUNTS. THE ISSUER WILL NOT ACCEPT ANY OFFERS OR TENDERS THAT ARE NOT MADE THROUGH THE APPLICABLE ATOP ACCOUNTS. See "6. Tender of Target Bonds by Financial Institutions; ATOP Accounts" herein.

General. Bondholders may offer to sell and tender only Target Bonds that they own or control. By offering to sell and tendering Target Bonds in response to this Invitation, Bondholders will be deemed to have represented and agreed with the Issuer as set forth below under "– Representations by Tendering Bondholders." All Offers and tenders shall survive the death or incapacity of the tendering Bondholder.

Section 40. Tender of Target Bonds by Financial Institutions; ATOP Accounts

The Issuer, through the Information and Tender Agent, will establish an ATOP Account at DTC for the Target Bonds of each CUSIP to which this Invitation relates for purposes of this Invitation within three business days after the date of this Invitation. Offers to sell Target Bonds may be made to the Issuer only through the applicable ATOP Account. Any financial institution that is a participant in DTC may make a book-entry Offer of the Target Bonds by (a) causing DTC to transfer such Target Bonds into the applicable ATOP Account in accordance with DTC's procedures and (b) concurrently transferring an agent's message in connection with such book-entry transfer to the applicable ATOP Account, in each case by not later than the Expiration Time. In order to ensure accurate receipt of each Bondholder's intended Offer and any subsequent dissemination of funds, participants in DTC must submit an individual Voluntary Offering Instruction for each Beneficial Owner wishing to submit one or more Offers in response to this Invitation. The date and the time of submission of Target Bonds for purchase will be determined by the date and time at which Target Bonds are submitted into the applicable ATOP Account.

ALL OFFERS AND TENDERS OF TARGET BONDS MUST BE MADE THROUGH THE APPLICABLE ATOP ACCOUNT. THE ISSUER WILL NOT ACCEPT ANY OFFERS OR TENDERS THAT ARE NOT MADE THROUGH THE APPLICABLE ATOP ACCOUNT.

Bondholders who are not DTC participants can submit Offers and tender Target Bonds in response to this Invitation only by making arrangements with their Financial Representatives, instructing them to submit and tender (or cause their DTC participant to submit and tender) such Offers and Target Bonds through the applicable ATOP Account. To ensure that Offers are submitted and Target Bonds are tendered to the applicable ATOP Account by the Expiration Time, Bondholders must provide instructions to their Financial Representatives in sufficient time to

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enable them to do so by the Expiration Time. Bondholders should contact their Financial Representatives for information as to when instructions are needed in order to submit Offers and tender Target Bonds to the applicable ATOP Account by the Expiration Time.

Section 41. Determinations as to Form and Validity; Right of Waiver and Rejection

All questions as to the validity, form, eligibility and acceptance of Offers (including the tender of Target Bonds through the ATOP Accounts) will be determined by the Issuer in its sole discretion, and such determination will be final, conclusive and binding.

The Issuer reserves the right to waive any irregularities or defects in any Offer or tender or to reject any nonconforming Offer or tender. Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent is obligated to give notice of any defect or irregularity in Offers or tenders of Target Bonds, and they will have no liability for failing to give such notice.

The Issuer reserves the absolute right to reject any and all offers, whether or not they comply with the terms of this Invitation.

Section 42. Withdrawals of Offers and Tenders Prior to Expiration Time

Offers and tenders of Target Bonds may be withdrawn by causing a withdrawal message to be received at the applicable ATOP Account prior to the Expiration Time.

Bondholders who have tendered their Target Bonds for purchase will not receive any information from the Issuer, the Dealer Manager or the Information and Tender Agent concerning offers by other Bondholders. Bondholders will not be afforded an opportunity to amend their offers after the Expiration Time.

Section 43. Irrevocability of Offers

All offers to sell Target Bonds will become irrevocable at the Expiration Time.

Section 44. Determination of Amounts to be Purchased; Purchase Prices

This Invitation is part of a plan by the Issuer to refinance a portion of the outstanding Target Bonds. Subject to the terms and conditions set forth in this Invitation, the Issuer intends to purchase validly tendered Target Bonds in amounts expected to result in sufficient economic benefit assuming the successful completion of the sale and delivery of the 2024 Bonds and subject to market conditions when the 2024 Bonds are sold. The Issuer's determination of a satisfactory and sufficient economic benefit will be based on the results of the consummation of the tender offer made pursuant to this Invitation when taken together with the terms of the 2024 Bonds. The Issuer may determine not to purchase Target Bonds of one or more CUSIPs. With respect to a particular Target Bond CUSIP, the Issuer will determine the portion of the aggregate amount of tenders received for such Target Bond CUSIP to purchase, if any. In no event will the amount of such Target Bond CUSIP purchased by the Issuer exceed the amounts shown on the cover of this Invitation under the header "Maximum Principal Amount to be Accepted for Purchase". The Issuer reserves the right to make different decisions for Target Bonds of different CUSIPs. After the Expiration Time, the Issuer will determine the aggregate amount of tendered Target Bonds to

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purchase for each CUSIP based on such factors, including those disclosed above, as the Issuer in its sole discretion deems relevant.

Should the Issuer choose to purchase some but not all of the Target Bonds of a particular CUSIP or should the Issuer receive tendered Target Bonds of a particular CUSIP that exceed the "Maximum Principal Amount that May be Accepted for Purchase" for such CUSIP, the Issuer will accept those tendered Target Bonds on a pro rata basis reflecting the ratio of (a) the principal amount, if any, the Issuer determines to purchase, where applicable up to the "Maximum Principal Amount that May be Accepted for Purchase" of such CUSIP to (b) the aggregate principal amount of valid offers to sell received. In such event, should the principal amount of any individual tender offer, when adjusted by the pro rata acceptance, result in an amount that is not a multiple of the Minimum Authorized Denomination, the principal amount of such offer will be rounded up to the nearest multiple of $5,000.

Any Target Bonds not accepted for purchase as a result of the procedures described herein will be returned to offering institutions promptly in accordance with DTC's procedures.

The Purchase Prices for the Target Bonds will be determined in the manner set forth under the caption "INTRODUCTION—Consideration for Tender Offer" above.

The Issuer will publish a Notice of Target Purchase Price at or around 5:00 p.m. on [_____], 2024. In addition to the Purchase Prices of the Target Bonds accepted for purchase by the Issuer, Accrued Interest on such Target Bonds will be paid by, or on behalf of, the Issuer to the tendering Bondholders on the Settlement Date. The source of funds for payment of Accrued Interest on Bonds validly tendered and accepted for purchase will be from proceeds of the Series 2024 Bonds or other legally available moneys of the Issuer, and paid on the Settlement Date.

Section 45. Acceptance of Offers Constitutes Irrevocable Agreement; Notice of Results

Notice of Acceptance of Target Bonds Tendered for Purchase will be provided by the Issuer at or around 5:00 p.m. on or about [_____], 2024.

If the Issuer accepts any Offer to sell validly tendered Target Bonds of any CUSIP, the accepted Offer will constitute an irrevocable agreement by the offering Bondholder to sell and the Issuer to purchase such Target Bonds, subject to satisfaction or waiver of all conditions to the Issuer's obligation to purchase tendered Target Bonds. See "14. Conditions to Purchase" below.

Following the giving of notice of its acceptance of tenders, the Issuer will instruct DTC to release from the controls of the Issuer's ATOP account all Target Bonds that were tendered but were not accepted for purchase. The release of such Target Bonds will take place in accordance with DTC's ATOP procedures. The Issuer, the Dealer Manager, and the Information and Tender Agent are not responsible or liable for the operation of the Issuer's ATOP account by DTC to properly credit such released Target Bonds to the applicable account of the DTC participant or Financial Representative or by such DTC participant or Financial Representative for the account of the Bondholder.

Notwithstanding any other provision of this Invitation or Offers, the Issuer's obligation to purchase and pay for Target Bonds validly offered and tendered (and not

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validly withdrawn) for sale to the Issuer in response to this Invitation is subject to the satisfaction or waiver by the Issuer of the conditions set forth in "Conditions to Purchase" below. The Issuer reserves the right, subject to applicable law, to amend or waive any of the conditions to this Invitation, the Offers, and contracts formed by the acceptance of Offers, in whole or in part, at any time prior to the Expiration Time or from time to time thereafter, in its sole discretion. This Invitation may be withdrawn by the Issuer at any time prior to the Expiration Time.

Section 46. Settlement Date; Purchase of Target Bonds

On the Settlement Date, the Issuer will purchase and pay for all Target Bonds validly tendered for sale to the Issuer pursuant to accepted Offers, at the applicable Purchase Price plus Accrued Interest thereon up to but not including the Settlement Date, subject to satisfaction or waiver by the Issuer of all conditions to the Issuer's obligation to sell, and the tendering Bondholders will sell such Target Bonds to the Issuer for such consideration. The Settlement Date is the date specified on the cover page, unless deferred by the Issuer.

The Issuer may, in its sole discretion, change the Settlement Date by giving notice to the Information Services prior to the change. See "14. Conditions to Purchase" below. In the event that the Issuer delays the Settlement Date, Bondholders who tendered Target Bonds will not be able to withdraw such tendered Target Bonds during the delay.

If the conditions to the Issuer's obligation to purchase Target Bonds tendered pursuant to accepted Offers are satisfied or waived, the Issuer will pay the Purchase Price plus Accrued Interest in immediately available funds on the Settlement Date by deposit of such amount with DTC. The Issuer expects that, in accordance with DTC's standard procedures, DTC will transmit the Purchase Price with Accrued Interest in immediately available funds to its participant financial institutions that hold such Target Bonds for delivery to the Bondholders**. Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent has any responsibility or liability for the distribution of such purchase prices by DTC or its participant financial institutions to Bondholders.**

Section 47. Representations by Tendering Bondholders

By offering and tendering Target Bonds for sale to the Issuer in response to this Invitation, each tendering Bondholder will be deemed to have represented to and agreed with the Issuer that:

(a) the Bondholder has received and has had an opportunity to review this Invitation prior to making its decision to submit an Offer and tender Target Bonds, and agrees if its Offer is accepted by the Issuer with respect to any Target Bonds, it will be obligated to sell such Target Bonds on the terms and conditions set forth in this Invitation;

(b) the Bondholder has full power and authority to offer to sell, tender, sell, assign and transfer the tendered Target Bonds; and if its Offer is accepted by the Issuer with respect to any Target Bonds, on the Settlement Date the Issuer will acquire good, marketable and unencumbered title thereto, free and clear of all liens, charges, encumbrances, conditional sales agreements or other obligations and not subject to any adverse claims, subject to payment to the Bondholder of the Purchase Price for such Target Bonds plus Accrued Interest thereon to the Settlement Date;

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(c) the Bondholder has made its own independent decisions to offer and tender its Target Bonds for sale to the Issuer in response to this Invitation and as to the terms thereof, and such decisions are based upon the Bondholder's own judgment and upon advice from such advisors whom the Bondholder has determined to consult;

(d) the Bondholder is not relying on any communication from the Issuer, the Dealer Manager, or the Information and Tender Agent as investment advice or as a recommendation to offer and tender Target Bonds for sale to the Issuer, it being understood that the information from the Issuer, the Dealer Manager, and the Information and Tender Agent related to the terms and conditions of this Invitation and Offers is not considered investment advice or a recommendation to offer and tender Target Bonds; and

(e) the Bondholder is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand, agree and accept, the terms and conditions of this Invitation and its Offer.

Section 48. Conditions to Purchase

Payment for offered Target Bonds is subject to the sale and delivery of the 2024 Bonds on or before the Settlement Date for a price sufficient to fund the Purchase Price of Target Bonds so tendered and Accrued Interest, and pay associated transaction and issuance costs.

In addition, if, after the Expiration Time but prior to payment for Target Bonds on the Settlement Date, any of the following events should occur, the Issuer will have the absolute right to cancel its obligation to purchase Target Bonds tendered pursuant to accepted Offers without any liability to any Bondholder:

- Litigation or another proceeding is pending or threatened which the Issuer reasonably believes may, directly or indirectly, have an adverse impact on the Issuer or the expected benefits to the Issuer or Bondholders of accepted Offers or the purchase or defeasance of Target Bonds;

- A war, national emergency, banking moratorium, suspension of payments by banks, a general suspension of trading by the New York Stock Exchange or a limitation of prices on the New York Stock Exchange exists and the Issuer reasonably believes this fact makes it inadvisable to proceed with the purchase or defeasance of Target Bonds;

- A material change in the business or affairs of the Issuer has occurred which the Issuer reasonably believes makes it inadvisable to proceed with the purchase or defeasance of Target Bonds;

- A material change in the net economics of the transaction has occurred due to a material change in market conditions which the Issuer reasonably believes makes it inadvisable to proceed with the purchase or defeasance of Target Bonds;

- There shall have occurred a material disruption in securities settlement, payment or clearance services; or

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- The Issuer does not have, for any reason, sufficient funds on the Settlement Date from the proceeds of the 2024 Bonds to purchase Target Bonds tendered and accepted for purchase pursuant to this Invitation and to pay all fees and expenses associated with the 2024 Bonds and this Invitation.

The conditions described in this subsection are for the sole benefit of the Issuer and may be asserted by the Issuer, prior to the time of payment for the Target Bonds it has agreed to purchase, regardless of the circumstances giving rise to any condition, or may be waived by the Issuer in whole or in part at any time and from time to time in its discretion, and may be exercised independently for Target Bonds of each CUSIP. Failure by the Issuer to assert or waive any such condition at any time will not be deemed a waiver of its right to do so, and a waiver of any such right with respect to particular facts and other circumstances will not be deemed a waiver of such rights with respect to other facts and circumstances. Each of these rights will be deemed an ongoing right of the Issuer which may be asserted or waived at any time and from time to time prior to payment for the Target Bonds it has agreed to purchase. Any determination by the Issuer concerning the events described in this section will be final and binding upon all parties.

Section 49. Extension, Termination and Amendment of Invitation; Changes to Terms

At or before the Expiration Time, the Issuer may defer the Expiration Time, as to any or all of the Target Bonds, to any date in its sole discretion, provided that a notice of the deferral is given to the Information Services, including by posting to EMMA on or about 10:00 a.m., New York City time, on the first business day after the Expiration Time.

The Issuer also has the right, prior to acceptance of Offers to sell tendered Target Bonds to the Issuer as described above in "11. Acceptance of Offers Constitutes Irrevocable Agreement; Notice of Results," to terminate this Invitation at any time by giving notice to the Information Services. The termination will be effective at the time specified in such notice.

The Issuer also has the right, prior to acceptance of Offers to sell tendered Target Bonds to the Issuer as described above in "11. Acceptance of Offers Constitutes Irrevocable Agreement; Notice of Results" to amend or waive the terms of this Invitation in any respect and at any time by giving notice to the Information Services. The amendment or waiver will be effective at the time specified in such notice.

If the Issuer defers the Expiration Time, or amends the terms of this Invitation (including by waiving any term) in any material respect, the Issuer may (but is not required to) disseminate additional Invitation material and defer the Expiration Time to the extent required to allow reasonable time for dissemination to Bondholders and for Bondholders to respond.

No extension, termination or amendment (or waiver of any terms) of this Invitation will change the Issuer's right to decline to purchase Target Bonds without liability on the conditions stated herein. See "14. Conditions to Purchase" herein.

Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent has any obligation to ensure that a Bondholder actually receives any information given to the Information Services.

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AVAILABLE INFORMATION

Information relating to the Target Bonds and the Issuer may be obtained by contacting the Information and Tender Agent at the contact information set forth on the cover page to this Invitation. Such information is limited to (i) this Invitation and (ii) information about the Issuer available through EMMA.

ADDITIONAL CONSIDERATIONS

In deciding whether to submit an Offer in response to this Invitation, Bondholders should consider carefully, in addition to the other information contained in this Invitation, the following:

Tax Consequences of Bond Tender and Sale

If Target Bonds are tendered to and purchased by the Issuer pursuant to accepted Offers submitted in response to this Invitation, tendering Bondholders will generally recognize a taxable gain or loss, as explained and with the qualifications summarized under "SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES" below.

Treatment of Target Bonds Not Purchased Pursuant to Offers

Untendered Bonds will remain outstanding pursuant to the terms of the Indenture. If the Target Bonds are purchased in the tender offer under this Invitation, the principal amount of Target Bonds for a particular CUSIP that remains outstanding will be reduced, which could adversely affect the liquidity and market value of the Target Bonds of that CUSIP that remain outstanding. The terms and conditions of the Target Bonds that remain outstanding will continue to be governed by the terms of the Indenture.

If the Issuer is unable or chooses not to consummate a refunding of Target Bonds of any CUSIP by purchasing Target Bonds tendered with accepted Offers on or around the Settlement Date, such Target Bonds will remain outstanding and subject to payment risks.

The average life of Untendered Bonds with sinking fund installments may be affected for a Target Bond which is a term bond subject to sinking fund redemptions where a portion of the outstanding amount is purchased, the Issuer will adjust the schedule of the applicable sinking fund installments to give effect to the purchase and cancellation of such tendered Target Bonds. This could affect the average life of the Untendered Bonds that are not purchased pursuant to this Invitation.

Offers May Be Required to Refund Target Bonds

While the Issuer desires and intends to accept offers for tender and/or to refund a substantial part of the Target Bonds on or around the Settlement Date, its ability to refund the Target Bonds may depend on (a) market conditions when the 2024 Bonds are sold (including both the yield at which 2024 Bonds may be sold and the rate of interest at which proceeds of the 2024 Bonds may be invested to the maturity of or any earlier redemption date for Target Bonds), and (b) the amount of Target Bonds tendered for purchase. Depending on market conditions, the Issuer may be unable to refund the Target Bonds and Bondholders will be left with the risks associated with an investment in the Target Bonds.

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If the Issuer is unable to purchase the Target Bonds on or around the Settlement Date, it reserves the right, and may in the future decide, to acquire some or all of the Target Bonds through open market purchases, privately negotiated transactions, subsequent tender offers, exchange offers or otherwise, upon such terms and at such prices as it may determine and to which Bondholders agree, which may be more or less than the Purchase Prices at which it is willing to accept Offers. Any such future acquisition of Target Bonds may be on the same terms or on terms that are more or less favorable to Bondholders than the terms of this Invitation. Any decision by the Issuer to acquire Target Bonds in the future and the terms of any such future transactions will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the Issuer will ultimately choose to pursue in the future, if it does not refund the Target Bonds with the 2024 Bonds on or around the Settlement Date.

SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The purchase of tendered Target Bonds pursuant to Offers will generally be taxable transactions for federal income tax purposes. As a result, each Bondholder who tenders Target Bonds pursuant to an Offer will have taxable gain or loss in an amount equal to the difference between the Purchase Price received by the Bondholder and the Bondholder's adjusted federal income tax basis in the tendered Target Bonds. The character of a Bondholder's gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors which vary depending on the particular circumstances of the tendering Bondholder. Bondholders should consult their tax advisors with respect to the proper tax treatment of a sale pursuant to an Offer, in light of their individual tax situation.

Amounts paid to Bondholders tendering their Target Bonds for purchase may be subject to "backup withholding" ("Backup Withholding") by reason of the events specified by Section 3406 of the Internal Revenue Code of 1986, as amended, which include failure of a Bondholder to supply the broker, dealer, commercial bank or trust company acting on behalf of such Bondholder with the Bondholder's taxpayer identification number certified under penalty of perjury, which is generally certified through an I.R.S Form W-9. Backup Withholding may also apply to Bondholders who are otherwise exempt from such Backup Withholding if such Bondholders fail to properly document their status as exempt recipients.

This federal income tax discussion is included for general information only and should not be construed as a tax opinion nor tax advice by the Issuer or any of its advisors or agents to Bondholders. Such discussion does not purport to deal with all aspects of federal income taxation that may be relevant to particular Bondholders (e.g., a foreign person, bank, thrift institution, personal holding company, tax-exempt organization, regulated investment company, insurance company, or other broker or dealer in securities or currencies). In addition to federal income tax consequences, the purchase of Target Bonds pursuant to Offers may be treated as a taxable event for other state and local and foreign tax purposes. Bondholders should not rely upon such discussion and are urged to consult their own tax advisors to determine the particular federal, state or local tax consequences of offer of sales made by them pursuant to the Offer, including the effect of possible changes in the tax laws.

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CLIENT ASSISTANCE FEES; ELIGIBLE INSTITUTIONS ARE NOT AGENTS

The Issuer agrees to pay or caused to be paid to any commercial bank or trust company having an office, branch or agency in the United States, and any firm which is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority (an "Eligible Institution"), a client assistance fee of $1.25 per $1,000 on the principal amount of the Target Bonds purchased from each of its Retail Customers by the Issuer pursuant to the Tender Offer. A "Retail Customer" is an individual who owns less than $250,000 principal amount of Target Bonds and manages his or her own investments or an individual who owns less than $250,000 principal amount of Target Bonds whose investments are managed by an investment manager or bank trust department that holds the investments of that individual in a separate account in the name of that individual.

The Client Assistance Fee Payment Request Form, attached hereto as APPENDIX B, must be returned to the Information Agent and Tender Agent no later than 5:00 p.m., New York City time, on or before the next business day following the Expiration Time, unless earlier terminated or extended. No payment of a client assistance fee will be made on requests received after this time. No client assistance fee will be paid on requests improperly submitted or for Target Bonds not purchased by the Issuer.

Eligible Institutions are not agents of the Issuer for the Tender Offer.

DEALER MANAGER

The Issuer has retained Wells Fargo Bank, National Association to act on its behalf as the Dealer Manager for this Invitation. Wells Fargo Bank N.A. is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

References in this Invitation to the Dealer Manager is to Wells Fargo Bank N.A. only in its capacity as the Dealer Manager.

As of the date of this Invitation, Wells Fargo Bank, N.A. Municipal Finance Group does not hold any Target Bonds. Wells Fargo Bank, N.A. and its affiliates may have holdings of Target Bonds that they are unable to disclose for legal and regulatory reasons.

The Dealer Manager may contact Bondholders regarding this Invitation and may request brokers, dealers, custodian banks, depositories, trust companies and other nominees to forward this Invitation to beneficial owners of Target Bonds.

The Dealer Manager and its affiliates together comprise a full-service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, principal investment, hedging, financing and brokerage activities. The Dealer Manager and its affiliates may have, from time to time, performed

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and may in the future perform, various investment banking services for the Issuer for which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities and financial instruments which may include bank loans and/or credit default swaps) for their own accounts and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment securities activities may involve securities and instruments of the Issuer, including the Target Bonds.

In addition to its role as Dealer Manager for the Target Bonds, [Wells Fargo Bank N.A. is also serving as underwriter of the Issuer's offering of the 2024 Bonds as described in the Preliminary Official Statement.] The Dealer Manager is not acting as a financial or municipal advisor to the Issuer in connection with this Invitation.

TENDER AGENT

The Issuer has retained BondCom to serve as Information and Tender Agent for this Invitation. the Issuer has agreed to pay the Information and Tender Agent customary fees for its services and to reimburse the Information and Tender Agent for its reasonable out-of-pocket costs and expenses relating to this Invitation and accepted Offers.

MISCELLANEOUS

No one has been authorized by the Issuer, the Dealer Manager, or the Information and Tender Agent to recommend to any Bondholder whether to offer to sell and tender Target Bonds pursuant to this Invitation or the amount of Target Bonds to offer or the minimum price at which they are offered. No one has been authorized to give any information or to make any representation in connection with this Invitation other than those contained in this Invitation and as described under "3. Information to Bondholders" herein. No such recommendation, information or representation may be relied upon as having been authorized by the Issuer, the Dealer Manager or the Information and Tender Agent.

Neither the Issuer nor the Dealer Manager nor the Information and Tender Agent makes any recommendation that any Bondholder offer to sell at any price and tender (or refrain from offering and tendering) all or any portion of such Bondholder's Target Bonds. Bondholders must make these decisions and should read this Invitation and consult with their brokers, account executives, financial advisors and/or other professionals in doing so.

Investors with questions about this Invitation should contact the Dealer Manager or the Information and Tender Agent.

The Dealer Manager for this Invitation is:

[WELLS FARGO BANK N.A.

Julie Burger
(212) 214-2825
julie.burger@wellsfargo.com]

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The Information and Tender Agent for this Invitation is:

[Bondholder Communications Group LLC ("BondCom")
30 Broad Street, 46th Floor
New York, New York, 10004
Attn: Uma Tatum
Tel: (212) 809-2663
E-Mail: UTatum@bondcom.com
Document Website: www.bondcom.com/UTA]

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APPENDIX A
FORM OF PRICING NOTICE RELATING TO THE
INVITATION TO TENDER BONDS

(the "Invitation") made by
UTAH TRANSIT AUTHORITY
(the "Issuer")

The purpose of this Pricing Notice dated [_____, 2024] (the "Pricing Notice") is to either confirm or amend the Fixed Spreads for the Taxable Target Bonds and Fixed Prices for the Tax-Exempt Target Bonds.

Pursuant to the Invitation to Tender Bonds dated [_____], 2024 (as it may be amended or supplemented, the "Invitation"), the Utah Transit Authority (the "Issuer") invited offers to tender bonds for cash at the applicable purchase price, plus accrued interest on the Target Bonds tendered for purchase to but not including the Settlement Date. All terms used herein and not otherwise defined are used as defined in the Invitation.

As set forth in the Invitation, the Issuer retains the right to extend the Invitation, or amend the terms of the Invitation (including a waiver of any term) in any material respect, provided, that the Issuer shall provide notice thereof at such time and in such manner to allow reasonable time for dissemination to Bondholders and for Bondholders to respond. In such event, any offers submitted with respect to the Target Bonds prior to such change in the Fixed Spreads for such Target Bonds pursuant to the Invitation will remain in full force and effect and any Bondholder of such affected Target Bonds as applicable, wishing to revoke their offer to tender such Target Bonds for purchase must affirmatively withdraw such offer prior to the Expiration Time, as extended.

The Invitation is available: (i) at the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at www.emma.msrb.org, using the CUSIP numbers for the Target Bonds, and (ii) on the website of the Information Agent at www.bondcom.com/UTA.

Any questions are to be directed to the Information Agent at (212) 809-2663.

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TENDER OFFER – TAXABLE TARGET BONDS YIELD SPREADS

Pursuant to the Invitation, the Fixed Spreads for the Taxable Target Bonds are listed below and [are unchanged from the Invitation / have been revised since the date of the Invitation]. The Purchase Price to be paid on the Settlement Date excludes accrued interest on the Target Bonds tendered for purchase, which accrued interest will be paid to but not including the Settlement Date in addition to the Purchase Price.

Series	CUSIP Base 917567[1]	Maturity Date	Interest Rate	Outstanding Par Amount	Maximum Principal Amount to be Accepted for Purchase	Benchmark Treasury Security	Fixed Spread (Basis Points)[2]

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(2) Benchmark Treasury Securities are unchanged from the Invitation, and Fixed Spreads are [unchanged from the Invitation / revised since the date of the Invitation] as described above.

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TENDER OFFER – TAX-EXEMPT TARGET BOND PRICES

Pursuant to the Invitation, the Purchase Prices for the Tax-Exempt Target Bonds are listed below and [are unchanged from the Invitation / have been revised since the date of the Invitation]. The Purchase Price to be paid on the Settlement Date excludes accrued interest on the Target Bonds tendered for purchase, which accrued interest will be paid to but not including the Settlement Date in addition to the Purchase Price.

Series	CUSIP Base 917567[1]	Maturity Date	Interest Rate	Outstanding Par Amount	Maximum Principal Amount to be Accepted for Purchase	Purchase Price as a Percentage of Par[2]

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(2) Purchase Prices are [unchanged from the Invitation / revised since the date of the Invitation] as described above.

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APPENDIX B
CLIENT ASSISTANCE FEE PAYMENT REQUEST FORM

with respect to the

INVITATION TO TENDER BONDS

(the "Invitation") made by
UTAH TRANSIT AUTHORITY
(the "Issuer")

The Utah Transit Authority (the "***Issuer***") has agreed to pay or caused to be paid to any commercial bank or trust company having an office, branch or agency in the United States, and any firm which is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority (an "***Eligible Institution***"), a solicitation fee of [$1.25 per $1,000] on the principal amount of Target Bonds purchased from each of its Retail Customers by the Issuer pursuant to the Tender Offer described in the Invitation to Tender Bonds dated [_____], 2024 (the "***Invitation***"). A "***Retail Customer***" is an individual who owns less than $250,000 principal amount of Target Bonds and manages his or her own investments or an individual who owns less than $250,000 principal amount of Target Bonds whose investments are managed by an investment manager or bank trust department that holds the investments of that individual in a separate account in the name of that individual.

Eligible Institutions must submit to the Information Agent requests for payment of client assistance fees on a Client Assistance Fee Payment Request Form no later than 5:00 p.m., New York City time, on the next business day following the Expiration Date (the Expiration Date is presently set for [_____], 2024**), unless earlier terminated or extended. No solicitation fee will be paid on requests received after this time.**

No client assistance fee will be paid on requests submitted on an improperly completed Client Assistance Fee Payment Request Form. Electronic copies of the completed Solicitation Fee Payment Request Forms may be submitted via email to the Information Agent and Tender Agent at UTatum@bondcom.com. FAILURE TO COMPLETE ALL SECTIONS WILL RESULT IN NONPAYMENT. EACH CLIENT ASSISTANCE FEE PAYMENT REQUEST FORM MUST BE ELECTRONICALLY SIGNED BY A REGISTERED REPRESENTATIVE.

Each completed Solicitation Fee Payment Request Form constitutes a representation by the registered representative completing such form that such representative is a registered employee of their firm, which is a financial institution described in the first paragraph, that such representative personally solicited the offer from their firm's retail customer and, with respect to any tender offer, such representative has reviewed this transaction with their customer, and on behalf of their firm, such representative requests payment of the resulting client assistance fee.

Each completed Client Assistance Fee Payment Request Form constitutes a representation that (i) in making solicitations, I and my firm did not use any materials other

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than the Invitation, (ii) my firm is entitled to this solicitation fee under the terms and conditions described above, and (iii) if my firm is a foreign broker or dealer not eligible for membership in the NASD, it has agreed to conform to the NASD's Rules of Fair Practice in making a solicitation outside the United States to the same extent as though it was a NASD member.

All questions as to the validity, form and eligibility (including the time of receipt) of the Client Assistance Fee Payment Request Form will be determined by the Issuer, in its sole discretion, which determination will be final, conclusive and binding. None of the Issuer, the Dealer Manager, the Information Agent or any other person is under any duty to give notification of any defects or irregularities in any Client Assistance Fee Payment Request Form or incur any liability for failure to give this notification.

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CLIENT ASSISTANCE FEE PAYMENT REQUEST FORM

As described in the Invitation, the Issuer will pay a client assistance fee of [$1.25 per $1,000] of up to the first $250,000 par amount of Target Bonds that is validly tendered and accepted for payment to soliciting dealers that are appropriately designated by their clients to receive this fee. *The client assistance fee will only be paid to each designated soliciting dealer for each Bondowner that owns and submits Target Bonds with an aggregate principal amount of no more than $250,000*. In order to be eligible to receive the client assistance fee, this form, properly completed, must be received by the Information Agent and Tender Agent no later than 5:00 p.m., New York City time, on the next business day following the Expiration Time of the Tender Offer. The Issuer reserves the right to audit any soliciting dealer to confirm bona fide submission of this form. The Issuer shall, in its sole discretion, determine whether a soliciting dealer has satisfied the criteria for receiving a client assistance fee (including, without limitation, the submission of the appropriate documentation without defects or irregularities and in respect of bona fide tenders). Such client assistance fee will be paid within a reasonable amount of time after the Settlement Date. The Issuer will not reimburse a soliciting dealer for any expenses it incurs in connection with the Tender Offer. No brokerage Boards are payable by Bondowners to the Dealer Manager, the Information Agent and Tender Agent or the Issuer. *Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Invitation.*

Name of Firm: _____

DTC Participant Number: _____

Authorized Contact: _____

Telephone Number of Broker: _____

Address of Broker: _____

E-Mail: _____

Signature: _____ Date: _____

MEDALLION STAMP BELOW

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Deliver this executed Client Assistance Fee Payment Request Form to the Information Agent and Tender Agent via email to UTatum@bondcom.com prior to 5:00 PM NYC Time on the next business day following the Expiration Time.

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SCHEDULE OF TARGET BONDS SUBJECT TO THE CLIENT ASSISTANCE FEE TERMS

Please complete the following.

*****If available, please submit your schedule as formatted below in MS Excel*****

Please follow the same line headers as listed below. Schedules may be e-mailed to UTatum@bondcom.com with the completed Client Assistance Fee Payment Request Form attached or to follow.

CUSIP	Par Amount	VOI Number	Client Name/Accounts # *(Optional)*
	TOTAL		

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SOLICITATION FEE PAYMENT INSTRUCTIONS

Please choose payment delivery method.

Delivery Via Check: ☐

Issue Check to:_____

Name of Firm: _____

Attention:_____

Address:_____

Phone Number:_____

Taxpayer Identification:_____

Delivery Via Wire ☐

Bank Name:_____

City, State:_____

ABA or Bank Number:_____

Swift Code:_____

Account Name:_____

Account Number:_____

Re:_____

Taxpayer ID Number:_____

The acceptance of compensation by such soliciting dealer will constitute a representation by it that (1) it has complied with applicable requirements of the Securities Exchange Act of 1934, as amended, and the applicable rules and regulations thereunder, in connection with such solicitation; (2) it is entitled to such compensation for such solicitation under the terms and conditions of the Invitation; (3) in soliciting a tender of Target Bonds, it has used no solicitation materials other than the Invitation furnished by the Issuer; (4) it has complied with all instructions from the Dealer Manager in connection with the Invitation; and (5) if it is a foreign broker or dealer not eligible for membership in the Financial Industry Regulatory Authority (the "***FINRA***"), it has agreed to conform to the FINRA's Rules of Fair Practice in making solicitations.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Contract: On-Call Systems Maintenance and Repair Master Task Ordering Agreement (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorized the Executive Director to execute a master task ordering agreement and associated disbursements with Rocky Mountain System Services (RMSS) to provide systems on-call maintenance, construction, and repair services. The initial contract terms is three years with two one year options for a not-to-exceed (NTE) amount of $40,000,000 for all five years.

BACKGROUND:
On February 21, 2024, UTA issued Request for Proposal Package Number 24-03814VW (“RFP”) encouraging interested parties to submit Proposals to perform the services described in the RFP. Upon evaluation of the Proposals submitted in response to the RFP, UTA selected Contractor Rocky Mountain Systems Services (RMSS) as the preferred entity with whom to perform the Work.

This contract value NTE is $40,000,000

Typical task orders under this contract will include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Repair, maintenance, and training of overhead contact systems and traction power substations

DISCUSSION:
UTA is requesting approval of this Systems On-Call Contract. Individual task orders totaling $200,000 or more will be brought to the board for approval.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services, (RMSS)
Contract Number:	24-03814VW
Base Contract Effective Dates:	June 26, 2024 - June 30, 2027 for base contract.
Extended Contract Dates:	July 1, 2027 - June 30, 2029, if both options are exercised.
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $40,000,000 for the total five years provided both options are exercised.
Procurement Method:	Request for Proposal
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:
Disapprove contract. Systems On-Call maintenance, construction, and repair would not be performed.

FISCAL IMPACT:

- Approved Capital Plan: $40,000,000
- Base contract with RMSS: $24,000,000
    - 2024 (last 6 months): $4,000,000
    - 2025: $8,000,000
    - 2026: $8,000,000
    - 2027 (first 6 months): $4,000,000
- Option Year 1 - 2027 (last 6 months): $4,000,000
- Option Year 1 - 2028 (first 6 months): $4,000,000
- Option Year 2 - 2028 (last 6 months): $4,000,000
- Option Year 2 - 2029 (first 6 months): $4,000,000

These on-call services will be funded from the following capital projects according to need:

SGR 398- OCS Rehab/Replacement

SGR 403- Train Control Rehab & Replacement

SGR 404- Rail Switches & Trackwork Controls Rehab/Replacement

SGR 397- TPSS Component Replacement

SGR 370- Red Signal Enforcement

SGR047- LRT Stray Current Control

ATTACHMENTS:
Contract 24-03814VW

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TASK ORDERING AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES, CONSTRUCTION, MAINTENANCE, AND REPAIR SERVICES

UTA CONTRACT #24-03814VW

UTA Transit Systems On-Call Professional Services, Construction, Maintenance, and Repair

This Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and Rocky Mountain Systems Service ("RMSS") ("Contractor").

RECITALS

WHEREAS, UTA desires to award a task ordering contract for CONSTRUCTION SERVICES per the Statement of Services contained at Exhibit A.

WHEREAS, on February 21, 2024, UTA issued Request for Proposal Package Number 24-03814VW ("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 Tasks issued under this MTOA 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 MTOA 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

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including, without limitation, those related to safety and environmental protection.

f. Contractor is not guaranteed to receive any minimum number of task orders under this Agreement.

2. TASK ORDER ISSUANCE

a. The Contractor's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.

b. Each discrete item is referred to as a "Task." UTA and the Contractor will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Contractor shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.

c. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

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

3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

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f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. FINAL ACCEPTANCE OF TASKS

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

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

5. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than July 1, 2027. (This contract contains two additional option years which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this MTOA. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

6. COMPENSATION

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

7. INCORPORATED DOCUMENTS

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a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
3. 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 included or attached.

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

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

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)

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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.

10. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to project manager at dhansen@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

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

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

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c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to project manager at dhansen@rideuta.com.

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractors, agent, officers, directors, employees, joint owners, affiliates and Contractors.

12. USE OF SUBCONTRACTORS

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all Subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such Subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to Subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by Subcontractors.

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

12. KEY PERSONNEL

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

Anthony Ortonlani, Project Manager

Braden Bond, Project Engineer

Kevin Nichols, Field Engineer

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

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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 subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless

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

d. **TERMINATION OF TASKS OR MTOA**

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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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**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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5. Railroad Protective Liability Insurance (RRPLI)

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the 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.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required

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by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

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

20. INTELLECTUAL PROPERTY INDEMNIFICATION

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 subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractors 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

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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:

Level of Authority	**Time Limit**
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chief Capital Service Officer/Contractor's Project Manager	Five calendar days
UTA's Executive Director/ Contractor's Chief Operating Officer	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.

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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: Vicki Woodward
669 West 200 South
Salt Lake City, Utah 84101

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

If to Contractor:
Rocky Mountain Systems Services
Ben Martinez
8201 Southpark Lane Suite 200
Littleton, CO 80120

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

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change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

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

28. **CONTRACT ADMINISTRATOR**

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

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

a. The following requirements apply to design and construction contracts to the extent that: (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-Contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:

b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.

c. Contractor shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

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

32. **FORCE MAJEURE**

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

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

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

34. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

35. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

35. **AMENDMENTS**

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

36. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

37. **SURVIVAL**

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

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:**

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UTAH TRANSIT AUTHORITY:

By: Date:
Jay Fox
Executive Director

By: Date:
David Hancock
Chief Service Development Officer

ROCKY MOUNTAIN SYSTEMS SERVICES:

By: DocuSigned by: Paul Rieger 6534325C1D0847B... Date: 5/22/2024
Paul Rieger,
President
Fed ID# 61-1690839

By: DocuSigned by: E60D0315E578435... Date: 5/22/2024
Marshall Wilson
Vice President

Approved as to Content and Form

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 5/22/2024
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
Dean Hansen,
UTA Project Manager

Design and/or Construction Special Provisions

(To be used for RFPs and Contracts)

ARTICLE 1

General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Force Majeure Event" means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure

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Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor's failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

"General Conditions" means this document.

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

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

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

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

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

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

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

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

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

ARTICLE 2

Contractor's Services

2.1 **General Services.**

2.1.1 Contractor's Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor's Project Manager shall

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communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

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

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

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

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

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

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

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

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

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

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

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

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

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

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

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

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

2.4 **Construction Services.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any

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Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

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

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

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

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

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

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

ARTICLE 3

Bond Requirements

3.1 The contract value exceeds the small purchase threshold, contractor shall provide the following bonds:

3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and

3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

ARTICLE 4.0

Site Conditions

4.1 **Hazardous Materials.**

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

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

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

4.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the

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fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to and extension of Contract Price and/or Contract Time(s).

4.2 **Differing Site Conditions.**

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

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

ARTICLE 5

Payment

5.1 **Schedule of Values (Applicable where payment is made on the basis of progress, milestones, or on a periodic basis.)**

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

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

5.2 **Application for Payment.**

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

5.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and

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materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

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

5.3.1 **Invoicing Procedures**

5.3.1 Contractor shall invoice UTA after achievement of contractual milestones or after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to 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

5.3.2 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.

5.4 Sales Tax Exemption

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

5.5 **UTA's Payment Obligations.**

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

5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

5.5.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify

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Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

5.6 **Contractor's Payment Obligations.**

5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.

5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

5.7.1 **Substantial Completion.**

5.7.2 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

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

5.7.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take

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possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

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

5.8 **Final Payment.**

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

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

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

5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

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

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

ARTICLE 6

Indemnification and Loss

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

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

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awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

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

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

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

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

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6.4 Risk **of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

ARTICLE 7

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

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b. 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

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

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

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

F. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. *(NOTE: Projects over $10,000,000 will require limits of $2,000,000*

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per occurrence and $4,000,000 aggregate; Projects over $40,000,000 will require limits of $5,000,000 per occurrence and $5,000,000 aggregate)

G. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

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.

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All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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.

Article 8.0

Health Insurance

Insurance Coverage for Employees.

8.1 If the Contract Price is $2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

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

Article 9.0

TIMELINESS

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

9.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

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

ARTICLE 10

Changes

10.1 **Change Orders.**

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

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

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

10.2 **UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement

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between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

10.3 **Constructive Changes.**

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

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

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

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

10.4 **Direction or Authorization to Proceed.**

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

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

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

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10.6 **Contract Price Adjustments.**

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

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

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

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

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

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

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

10.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

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

ARTICLE 11

Claims and Dispute Resolution

11.1 **Claims.**

11.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims

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

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

11.2 **Dispute Resolution.**

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

11.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

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

11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 12

Suspension and Termination

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

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

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

12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

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

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

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

12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

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

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

12.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as

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Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

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

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

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

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

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12.4 **Bankruptcy of Contractor.**

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

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

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

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

ARTICLE 13

Value Engineering

13.1 **Value Engineering Change Proposals.**

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

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

13.1.3 Contractor must include the following information in any VECP:

13.1.3.1 A narrative description of the proposed change,

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

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

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

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

13.1.3.6 Costs of development and implementation; and

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

13.2 **Review and Approval of VECPs**

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

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

13.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing or approving the designs or processes involved in the VECP.

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

ARTICLE 14

Miscellaneous

14.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and

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shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

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

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

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

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

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

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

14.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

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

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

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

14. 12 **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

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14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.

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EXHIBIT A – SCOPE OF SERVICES

Although each task shall contain a specific statement of work, the General Scope of Work is shown below:

The systems work performed under this contract are defined as all systems related to Train Control, Communications and Fiber installation/minor splicing, Overhead Catenary Systems, and Traction Power Systems. The work will be on an on-call basis during the term of the contract, but the volume of work is large enough to require three (3) full-time contractor personnel to manage the work:

- Systems Project Manager (PM)
    - Manages contract, tasks, schedules, budget, cost estimating, contractor resource management and scheduling, and other Project Manager duties as required by this contract.
- Project Engineer (PE)
    - Support the PM, acts as subject matter expert for transit systems design and systems, infrastructure, leads the technical components of this contract, including, design, installation, testing, interfacing, and integration efforts for Tasks executed within this contract, provide troubleshooting and maintenance support for UTA on transit systems, subsystems, components, communication systems. Develop and Provide training for UTA on various transit systems elements.
- Field Systems Engineer (FE)
    - Support the PM, PE, UTA Systems Engineering and/or MOW for on-call tasks or systems-related projects. Act as subject matter expert in the field for troubleshooting transit systems issues, leading maintenance, and upgrade efforts for transit system elements. Assist with MOW training. Must have train control field experience and assist with PTC reporting duties. Knowledge and sense of configuration management practices. Assist with traffic signal management where train control and traffic signal priority work in congruent with each other?

It is anticipated that the Systems Project Manager, Project Engineer, and Field Engineer will be required to maintain an on-site presence and will share office space with UTA's staff at a UTA office building.

- The Contractor will service activities such as:
    - Providing UTA with train control design (Including Issued for Construction and final As-in Service design in pdf and native CAD file format rendered in MicroStation), material procurement, installation, testing, integration, and final commissioning for train control systems and components as required by UTA for supporting capital projects, system upgrades, modifications, safety improvements, interface projects with DOT controllers/projects, system improvements,

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regulatory compliance projects and/or emergency support, and incident analysis as needed. Designs shall be submitted to UTA for review, and approval.

- Train control vital and non-vital software development, modifications, and updates, simulation, installation (via Flash Burn, EPROM burning or other industry standard methods) and testing for field devices and systems utilizing VHLC, ElectroLogIXS, iVPI, crossing predictors, network management systems, or any other train control components with configurable software and or firmware. The software/configuration file shall be submitted to UTA for review and approval. The Contractor will coordinate with back-office servers and existing third party Track Driver Extra (TDx) software.
- Vital and Non-Vital Signal and Communication troubleshooting, routine and emergency maintenance, and upgrades related to the back-office and wayside networks.
- Switch Heater installation, repair, upgrades, design, material procurement, and troubleshooting services for gas and electric switch heaters, including switch heater cover installation and maintenance for the Light Rail and commuter Rail systems.
- Providing training materials and curriculum and submitting training material to UTA for approval. Providing in-person and/or remote training, as well as on-the-job training to UTA MOW personnel with training as determined by UTA Systems Engineering and UTA MOW management teams.

- OCS Maintenance, Repair, Design, and Emergency Services
  - Provide UTA with OCS infrastructure repair, upgrades, preventative and routine maintenance and/or emergency repair services.
  - Providing training materials and curriculum and submitting training material to UTA for approval. Providing in-person and/or remote training, as well as on-the-job training to UTA MOW personnel with training as determined by UTA Systems Engineering and UTA MOW management teams.
- Traction Power Substation (TPSS) Infrastructure Maintenance, Repair, and Emergency Services
  - Provide UTA with TPSS infrastructure repair, minor upgrades, preventative and routine maintenance and/or emergency repair services.
  - Provide UTA services to upgrade the TPSSs, such as cable replacement, wire installation, HVAC replacements, equipment replacement and troubleshooting, communication equipment configuration and installation, integration to SCADA, acquisition of manual disconnect switches status and its required incidentals.

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- Providing training materials and curriculum and submitting training material to UTA for approval. Providing in-person and/or remote training, as well as on-the-job training to UTA MOW personnel with training as determined by UTA Systems Engineering and UTA MOW management teams.

- Positive Train Control and other regulatory requirement data retrieval and analysis

  - Provide services to retrieve, analyze, and log incident data related to UTA's Positive Train Control (PTC) Requirements from the field and vehicle locations. Assist with preparing reports as required by regulatory agencies.

  - Support the development and maintenance of the UTA Positive Train Control Safety Plan (PTCSP), the Positive Train Control Implementation Plan (PTCIP), and other PTC related documentation.

- Garfield Freight Spur Maintenance, modification, and upgrades

  UTA is responsible for maintaining a freight spur owned by UPRR. The contractor will provide the systems maintenance of this spur. UTA self performs the track maintenance on this spur.

  - Provide Routine inspections, preventative and routine maintenance and systems upgrades for UTA on the Garfield Industrial spur. The Contractor shall provide all labor, materials, supplies, equipment, and transportation to conduct required inspections and tests on eleven (11) grade crossings located on the Garfield and Bacchus rail lines as set forth in articles 234 and 236 of the federal railroad administration (FRA) rules and regulations. *All records, to include records of hours of service, will be kept up to date in the contractor's office and available for audit by officials of the FRA and/or UTA at any time.*

  - The contractor will respond to all grade crossing issues within a timely manner as required, as a result of the 24-hour emergency access number.

  - The monthly fee includes all labor, specialty tools and equipment needed to conduct the above-mentioned tests and inspections.

  - Costs for trouble calls and materials required for repair and replacement are not included in the monthly fee. Copies of sales tickets will be provided to the UTA project manager for review and approval prior to any materials or any other additional cost payments. Excess materials paid for by UTA shall become the property of UTA.

  - Emergency call outs may require various crew sizes and equipment for each call out. The Contractor will determine at the time of the call the manpower and equipment required. Crossings will be fully functional within 24 hours of call out.

  - Crossings: Crossing locations are as follows. The Gate lengths vary by locations. Bidders are encouraged to visit each site prior to submitting their proposal.

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- *8400 W 3785 S Magna, UT*
- *8000 W 3865 S Magna, UT*
- *7150W 4100 S West Valley, UT*
- *6400 W 4300 S West Valley, UT*
- *6370 W 4700 S West Valley, UT*
- *5600 W 4680 S West Valley, UT*
- *6400W 4650 S West Valley, UT*
- *4810 W 6200 S West Jordan, UT*
- *4600 W 7000 S West Jordan, UT*
- *4600 W 7800 S West Jordan, UT*
- *4600 W New Bingham Hwy, West Jordan UT*

- Systems Construction Support
  - Assist UTA during grade crossing replacement projects, special events, SGR projects, capital projects, external projects interfacing and/or fouling UTA facilities that may require grade crossings, train control systems, and electrification systems to be taken in and out of service to support such projects during construction. This support may include the development of temporary disabling, enabling, and operating plans.
- UTA-owned Utility locating services
  - Provide buried utility locating services for internal and external projects interfacing with or near UTA owned facilities that do not show up on Blue Stakes of Utah. Contractor shall have their own utility locating equipment for this item.
- Perform As-Built CAD updates as needed related to all systems drawings.

This list is not intended to be all-inclusive; the scope of work is intended to include any and all design, construction, maintenance, replacement and rehabilitation work as deemed appropriate by UTA. It is anticipated that the professional services related tasks mentioned above are intended to keep the three previously mentioned positions engaged full-time at UTA. These three positions are expected to coordinate with other team members and subcontractors as needed for each task that requires additional resources to complete. For work that requires a shutdown of the rail system it is anticipated that the contractor will bring in enough staff to safely perform continuous work activities until the project is complete. The Contractor is expected to coordinate with multiple stakeholders, including the back-office

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vendor, traffic control consultants, corrosion control consultants, engineering consultants, and others, as needed. The Contractor shall produce a Project Management Plan, a Quality Management Plan, and a Safety Plan, once selected.

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EXHIBIT B – PRICING

Not To Exceed $40,000,000 for the 3 year base period and the 2 – 1 year options if exercised.

($8,000,000 each year)

A.Pre-Construction and Construction Management Fees:

List in the table below the fully loaded hourly rate for the proposed PM, PE and FE for each year of the Contract. In lieu of proposing a defined rate for later years, Proposers may propose a method or process for determining the rate for later years (e.g., an escalation factor or index).

Text in red added 3.18.24

	Contract Year One	Contract Year Two	Contract Year Three	Option Year One	Option Year Two
Systems Project Manager (PM)	153.59	155.13	156.68	159.81	163.01
Project Engineer (PE)	132.44	133.76	135.10	137.80	140.56
Field Systems Engineer (FE)	111.30	112.41	113.53	115.80	118.12

Fee for Profit & Administrative Overhead	12.5%

Payment will be based on actual hours expended (except that no more than 8 hours per day will be charged regardless of the hours worked on that day, nor more than 40 hours per week will be charged, regardless of the hours worked that week), plus appropriate and authorized direct expenses. UTA anticipates needing the PM, PE, and FE on a full-time basis, but that is not guaranteed.

B.Design & Engineering Fees

List in the table below the fully loaded hourly rate for the proposed Design Services staffing members as applicable for each year of the Contract. In lieu of proposing a defined rate for later years, Proposers may propose a method or process for determining the rate for later years (e.g., an escalation factor or index).

	Contract Year One	Contract Year Two	Contract Year Three	Option Year One	Option Year Two
Sr. Signal Systems Engineer	158.98	160.57	162.18	165.42	168.73
Signal Systems Engineer	118.71	119.90	121.10	123.52	125.99
Sr. Communications Systems Engineer	117.65	118.83	120.02	122.42	124.87
Communications Systems Engineer	72.07	72.79	73.52	74.99	76.49
Sr. OCS Systems Engineer	180.14	181.94	183.76	187.44	191.19
OCS Systems Engineer	132.44	133.76	135.10	137.80	140.56
Sr. TPSS Systems Engineer	210.98	213.09	215.22	219.52	223.91
TPSS Systems Engineer	153.28	154.81	156.36	159.49	162.68
CADD Development	60.23	60.83	61.44	62.67	63.92

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C.Man-Hour Rates for Typical Tasks:

List in the table below the fully loaded hourly rate for each year of the Contract. In lieu of proposing a defined rate for later years, Proposers may propose a method or process for determining the rate for later years (e.g., an escalation factor or index).

	Contract Year One	Contract Year Two	Contract Year Three	Option Year One	Option Year Two
Construction Manager	111.29	112.40	113.52	115.79	118.11
Systems Construction Laborer	100.70	101.71	102.73	104.78	106.88
OCS Lineman	104.63	105.68	106.74	108.87	111.05
Quality Manager	84.80	85.65	86.51	88.24	90.00
Signal Testing Manager	138.86	140.25	141.65	144.48	147.37
Signal Testing Engineer	117.65	118.83	120.02	122.42	124.87
Signal Testing Support	111.29	112.40	113.52	115.79	118.11
Safety Manager	84.80	85.65	86.51	88.24	90.00
Project Controls	65.72	66.38	67.04	68.38	69.75
Document Controls	86.82	87.69	88.57	90.34	92.15

Fixed Construction Fee: 12.5%

Task order pricing: Printing for each task order will consist of the loaded hourly rate plus the fee shown above. There will be no additional costs included for other items.

UTA's Project Manager will address each task order on a case-by-case basis and add a contingency line item on projects where there is no way to eliminate unknowns/risks. If the contingency line is not needed, that line item total will be removed from the final bill.

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EXHIBIT C - TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.
The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, or not-to-exceed and other terms applicable to the work identified herein.
UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, ____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE

The lump sum or not-to-exceed (select one) price for this task order is _____. Invoices will be billed on monthly, milestone or task completion basis (select one).

4.0 APPLICABILITY OF FEDERAL FORMS AND CLAUSES

This Task Order does ☐ does not☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Forms and Clauses appended as Exhibits D and E on the Contract.

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

UTAH TRANSIT AUTHORITY:	CONTRACTOR:
By: _____ Date	By: _____
By: _____ Date	
By: _____ Date	

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

FEDERAL CLAUES

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the contractor to ensure that all clauses applicable to the contracted effort are adhered to by the contractor and its subcontractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy/Build America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported by Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All (Certification required if > $100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All

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27	Breaches and Dispute Resolution	Value > 100K
28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL
39	Notice to FTA and DOT	All Contracts over $25,000

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
Flow down Requirements: The Fly America requirements flow down to first tier contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.
Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 U.S.C. 5323(h)
49 CFR Part 661

Pub. L. 117-58 (Nov. 15, 2021) (Buy America Build America)

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).

Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. The requirement excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Definitions:

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

General waivers for small purchases do not apply to Contractor's equipment purchases when Consultant's contract value exceeds $150,000 in value. Contractor must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed

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Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The Charter Bus requirements flow down from UTA to first tier service Contractors.
Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The School Bus requirements flow down from UTA to first tier service contractors.
School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.
Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition. - In this section, the term “privately-owned commercial vessel of the United States” does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.
(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any

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equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term “high-risk waters” means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new

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buildings or additions to existing buildings.
Flow down Requirements: The Seismic Safety requirements flow down from UTA to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-contractors.
Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a sub-contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.
Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.
Flow down Requirements: The Clean Water Act requirements flow down to UTA third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.
Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The contractor agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)

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49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.
Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in the most current FTA Master Agreement.
Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey. **Flow down Requirements**: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.
Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.
Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.
Access to Records - The following access to records requirements apply to this Contract:
(1) The Contractor agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services

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Non-State Grantees a. Contracts below SAT ($250,000) b. Contracts above $250,000/ Capital Projects	Yes[1] Yes[1]	Those imposed on nonstate Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.
Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.
Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding $100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61

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49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.
Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $150,000.
Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Contractor agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.
Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.
Flow down Requirements: Applies to third party contractors and sub-contractors
(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly

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

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

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

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

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

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

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

(2) **Wage Determinations to be Updated in Certain Cases -** A Wage Determination will be updated after contract award under the following circumstances: (1) a contract or order is changed to include additional substantial construction that is NOT WITHIN THE SCOPE OF WORK; (2) the contract or order is changed to require the contractor to perform for an additional period of time exceeding 120 days, including when an option is exercised under a contract or order; or (3) ANNUALLY, for a contract such as an IDIQ, on-call or task order contract where construction occurs over a period of time and is not tied to completion of a specific project.

(3**) Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(5) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the

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Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(7) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

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

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

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job. (The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5 40 U.S.C.
3701 et seq.
40 U.S.C. 3702

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Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq*. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).
The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party contractors and sub-contractors.

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.
Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.
No Obligation by the Federal Government.

(1) UTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

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49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.
Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over $100,000.
Flow down Requirements: These requirements flow down to contractors and sub-contractors over $100,000.

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such

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as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination

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had been issued for the convenience of the Recipient.

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."
Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.
Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.
The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or proposal, the Firm certifies as follows:
The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.
Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112.49 U.S.C. § 5325 (k). Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.

   ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
      a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, “Americans with Disabilities Act: Guidance”. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

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

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.
Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the UTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer

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evidence in support of its position. The decision of UTA shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by UTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.

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

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

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government

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purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by UTA or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by UTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the necessary actions to provide, through

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FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA

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must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.

ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.

iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.

ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

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iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY: **https://drive.google.com/file/d/1r6n4o9F14jFEqtINICrFxrfiAs9948ho/view**

5. DBE Contract Assurance (49 CFR 26.13)

i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:

a. Withholding monthly progress payments;
b. Assessing sanctions;
c. Liquidated damages; and/or
d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received., For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor shares of the retention received.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.
Flow Down Requirements The incorporation of FTA terms has unlimited flow down.
Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

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32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts. **Flow down Requirements**: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-contractors. **Drug and Alcohol Testing**: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Contractor must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in

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anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:
   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

In accordance with 2 CFR 200.216, contractor and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

39. NOTIFICATION TO FTA and DOT

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor o must promptly notify UTA so that UTA may promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor or Recipient is located. The Contractor must include a similar notification requirement in subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration

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or enforcement of federal laws, regulations, and requirements.
(3) The Contractor must promptly notice UTA and UTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region 8, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a contractor or person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Appendix i - required federal certificates and assurances

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ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT **(Signed form in procurement file)**

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM **(Will be submitted with Task Order Agreements)**

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM **(Will be submitted with Task Order Agreements)**

ATTACHMENT A-4: EMPLOYMENT PRACTICES / EEO PLAN **(Form in procurement file signed when proposal submitted)**

ATTACHMENT B: BUY AMERICA CERTIFICATE **(Signed form in procurement file)**

ATTACHMENT C: ASSSURANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR EXCLUSION **(Signed form in procurement file.)**

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING **(Signed form in procurement file.)**

ATTACHMENT E: USDOT required information for DBE Tracking **(Will be submitted with Task Order Agreements)**

ATTACHMENT F: Requirement for Written Subcontracts **(Signed form in procurement file)**

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INSTRUCTIONS

The following section contains documents that are **REQUIRED** with the submittal of the bid / proposal. Failure to complete and submit these forms may result in rejection of the bid/proposal as non-responsive. Please read the following information carefully and complete the documents as it applies to your bid / proposal. This section is divided into the following areas:

Definition of Terms,
Disadvantaged Business Enterprise (DBE) Program,
Instructions to Bidders / Proposers,
Requirements, Terms and Conditions,
Instructions to Contractors,
Certifications and Assurances

- Equal Employment Opportunity and Disadvantaged Business Enterprise Statement
- Disadvantaged Business Enterprise Participation Form
- Sample Letter of Intent to Subcontract with DBE Firm
- Good Faith Efforts Documentation Form
- Buy America
- Debarment, Suspension and Other Ineligibility and Voluntary Exclusion From Transactions Financed In Part By The U.S. Government
- Restrictions on Lobbying
- Solicitation Statistics Form
- Requirement for Written Subcontracts

DEFINITION OF TERMS

- **Bidder / Proposer** – identifies an entity that is responding to a bid or proposal.
- **Disadvantaged Business Enterprise (DBE)** – firms that meet the criteria specified in 49 CFR Part 26 and are certified by the Utah Uniform Certification Program (UUCP). Utah Transit Authority's DBE webpage is located at http://www.rideuta.com/mc/?page=DoingBusiness-DisadvantagedBusinessEnterprises
- **Good Faith Efforts** means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- **Race conscious DBE participation** includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that carries a DBE goal.
- **Race neutral DBE participation** Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE participation, providing assistance in overcoming limitations such as inability to obtain bonding or financing, providing technical assistance and other services. A race neutral contract DOES NOT mean the contract goal is 0%.
- **UTA** - Utah Transit Authority.
- **UUCP** – Utah Uniform Certification Program. The UUCP is the only certifying entity for the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program in the State of Utah. Current DBE firms are found on the UUCP DBE directory, which is located at http://www.udot.utah.gov/main/f?p=100:pg:883653018429668:::1:T,V:2252.

DISADVANATEED BUSINESS ENTERRISE PROGRAM

Utah Transit Authority (Authority) shall not discriminate in the administration of its Disadvantaged Business Enterprise Program, or the requirements of 49 CFR Part 26. The Authority will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department of Transportation (DOT) assisted contracts. The Authority's

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DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.

It is the responsibility of each Bidder / Proposer to read, understand and comply with the Authority's DBE program and 49 CFR Part 26. The Authority's DBE Liaison Officer is available to help answer questions concerning the Authority's DBE program.

Implementation of the DBE program is a legal obligation and failure to carry out its terms will be treated as a violation of this agreement. Failure by the Authority to carry out the Authority's approved program may result in DOT-imposed sanctions as provided for under Part 26 and may, in appropriate cases, result in enforcement actions under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.) Bidders/ Proposers agree to indemnify the Authority for any such sanctions received as a result of the actions and omissions of Contractor or its subcontractors.

INSTRUCTIONS TO BIDDERS/ PROPOSERS

Bidders/ Proposers are required to complete and return Attachments A, A-1, A-2, A-3, and A-4 which obligates the Bidders/ Proposers to assert a good faith effort to attain the specified goal for DBE participation. A Bidder may satisfy the requirements of this section by having DBE status, by subcontracting portions of the work to DBEs, by entering into a joint venture with DBEs, or by submitting adequate documentation that a good faith effort to meet the goal was explored.

The attachments are defined as follows.

- **Attachment A – Equal Employment Opportunity and Disadvantaged Business Enterprise Statement**
  - **Attachment A-1 – Disadvantaged Business Enterprise Participation Form**
  - **Attachment A-2 – Sample Letter of Intent to Subcontract with a DBE Firm**
  - **Attachment A-3 – Good Faith Efforts Documentation form - Note:** Good Faith Efforts Documentation Form is not required when a bidder / proposer certifies that there exists no opportunity for subcontracting, when a DBE is the prime contractor, or the procurement is race neutral
  - **Attachment A-4 – Employment Practices / Equal Employment Opportunity Plan**

DBE CONTRACT GOAL

As required by 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs", the Authority will annually adopt an overall DBE goal for goods and services procured under the Authority's federally assisted contracts. While the expected percentage of DBE participation may vary from contract to contract, the Authority sets a goal that it believes the overall goal to be realistically obtainable over the year.

The Contract DBE GOAL for this procurement is – (To be determined when each Task Order is issued.)

The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBEs as compared to the total value of all work performed under this contract, and/or, by the percentage of the net profit which the parties agree will be shared by DBEs where a joint venture is entered into for the completion of the project.

COUNTING DBE PARTICIPATION TOWARD GOALS

When a DBE participates in a contract, the Authority will count only the value of the work actually performed by the DBE toward DBE goals. This information is documented on **ATTACHMENT A-1, DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM.** The Authority will include in this count the following:

1. The entire amount of that portion of a construction contract that is performed by the DBEs own forces. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE

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subcontractor purchases or leases from the prime contractor or its affiliate) is included in this amount.

2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract provided the Authority determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work, only if the DBEs subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, is counted toward DBE goals.

5. Expenditures to a DBE contractor is counted toward DBE goals, only if the DBE is performing a commercially useful function on that contract.

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the DBE Liaison Officer will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the DBE Liaison Officer will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE may present evidence to rebut this presumption. The Authority may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

REQUIREMENTS, TERMS, AND CONDITIONS

A Disadvantaged Business Enterprise is a firm that has been certified by the Utah Uniform Certification Program (UUCP) to meet

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the criteria in 49 CFR Part 26. Only firms certified by the UUCP can receive DBE credit on federally assisted projects in the State of Utah. Firms must be certified as a DBE prior to the contract award for UTA to receive credit for a DBE firm's participation on a contract.

1. Bidders/ Proposers who fail or refuse to complete and return the applicable certifications to this RFP shall be deemed non-responsive and will not be awarded a contract.

2. Where bidders/proposers intend to attain their goal for DBE participation by subcontracting or use of a joint venture, they must **complete and submit** the following certifications as applicable. **Attachments A, A-1, A-2, A-3, and A-4** with your bid.

3. All Bidders/ Proposers are required to submit written assurance of meeting contract goals in their bids/proposals and will submit: (1) names of DBE subcontractors; (2) a description of the work they are to perform; and (3) the dollar value of each proposed DBE subcontract. In order to be a responsive Bidder / Proposer, a Bidder/ Proposer must meet the specified DBE contract goal or demonstrate sufficient good faith efforts to do so. Meeting the contract goal or making sufficient good faith efforts to do so is no less than meeting technical specifications or complying with bid or proposal procedures, is a necessary condition of responsiveness.

4. The Bidder / Proposer expressed goal stated in the **ATTACHMENT A-1 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM,** shall express the commitment on part of Bidder/Proposer to the percentage of DBE utilization during the term of the contract.

5. The commitment of the Bidder/Proposer to a specific goal is to meet DBE objectives and is not intended to be used and shall not be used, to discriminate against any qualified company or group of companies.

6. The Bidders/ Proposers must actively and aggressively seek to meet the specific contract goal for the project or the overall goal if an individual contract goal has not been set. In determining whether a Bidder/ Proposer has made good faith efforts to ensure DBE participation if awarded the contract, the Authority may consider, and the Bidder/ Proposer must be able to provide, evidence regarding the good faith efforts. This information is provided on **ATTACHMENT A-3, GOOD FAITH EFFORTS DOCUMENTATION FORM.** Good Faith Efforts Documentation Form A-3 is not required when a bidder / proposer certifies that there exists no opportunity for subcontracting, when a DBE is the prime contractor, or the procurement is race neutral.

The Authority will award a contract only to a Bidder / Proposer who makes good faith efforts to meet the established goal. A Bidder / Proposer has made good faith efforts if the Bidder / Proposer does either of the following:

1. Documents that it has obtained enough DBE participation to meet the goal; or
2. Documents that it has made adequate good faith efforts to meet the goal, including assurances that the Bidder/ Proposer has done the following:
    1. Attended any pre-solicitation or pre-bid meetings that were scheduled by the Authority to inform DBEs of contracting and subcontracting opportunities.
    2. Advertised information concerning the subcontracting opportunities in general circulation, trade association, and minority-focused media.
    3. Provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.

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4. Followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.
5. Selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
6. Provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
7. Negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Assisted interested DBEs in obtaining bonding, lines of credit, or insurance required by the Authority or the Bidders/ Proposers, and.
9. Used the services of available minority community organizations; minority contractor's groups; local, state, and Federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.

For further guidance and additional steps to take concerning good faith efforts, see 49 CFR Part 26. A copy is included in the Authority's DBE Plan. The Authority's DBE Plan is available from the Authority upon request.

If the Authority determines that the apparent successful Bidder/ Proposer has failed to meet the foregoing requirements, before awarding the contract the Authority will provide the Bidder/ Proposer an opportunity for administrative reconsideration. As part of this reconsideration, the Bidder/ Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority's decision on reconsideration will be made by a DBE Administrative Hearing Officer. The Bidders/ Proposers will be given the opportunity to meet in person with the Authority's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Bidders/ Proposers a written decision on reconsideration, explaining the basis for finding that the Bidders/ Proposers did or did not meet the goal or make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to DOT.

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INSTRUCTIONS TO ALL CONTRACTORS

1. Termination of DBE Subcontractors. No contractor may terminate for convenience a DBE subcontractor listed in response to this request (or an approved substitute DBE firm) and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the Authority's prior written consent.

   When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal the Authority established for the procurement.

   The Authority reserves the right to order completion of the work (that was subcontracted to a DBE who is unable to perform successfully), by any of the following three methods:

   Modify or renegotiate the contract to compensate for reasonable extra costs or time necessary to obtain a DBE replacement.
   Modify or renegotiate the contract to provide for the completion of the work by the prime contractor.
   Order the work completed by the prime contractor to be reimbursed as provided for in subsection 00910, Force Account Work of the Standard Specifications.

   Termination of a DBE subcontractor in contravention of these requirements will be a material breach of the contract and will result in forfeiture by the Contractor of the contract amounts that should have been accomplished by DBE participation.

   This section will also apply to DBE Bidder / Proposer for prime contracts. In determining whether a DBE Bidder / Proposer for a prime contract has met the established contract goal, the Authority will count the work the DBE has committed to perform with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

2. Prompt payment mechanisms as an inducement for DBE participation. The Contractor will pay all subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Authority makes to Contractor.

3. Contractor will return retainage payments to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed, unless Contractor has received its retention proceeds from the Authority, then the preceding paragraph will apply. The prime contractor cannot withhold retainage past 30 days. This clause applies to both DBE and non-DBE subcontracts.

4. Upon notification to the Authority that appropriate payments have not been made by Contractor to its subcontractors, the Authority will give written notice to Contractor that it has breached the contract. If Contractor fails to immediately correct the breach, the Authority may elect to withhold from future payments due Contractor monies sufficient to pay the outstanding amounts due subcontractors. Contractor will be responsible to pay interest at the statutory rate on the amounts it owes subcontractors for amounts not paid when originally due. Repeated or continued failure by Contractor to make appropriate payments to subcontractors will be a material breach of the contract and may result in termination of the contract and denial of future opportunities to bid on the Authority's projects.

5. The Contractor will maintain those records and documents for three (3) years following performance of the contract which indicate compliance with these DBE requirements. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by

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any authorized representative of the Authority and will be submitted to the Authority upon request; together with any other compliance information which such representative may require.

6. Monitoring. The Authority's DBE Liaison Officer will monitor the work committed to DBEs under this contract to determine what work is actually performed by the DBEs. Contractor will provide all information requested by the DBE Liaison Officer to enable the Authority to keep a running tally of DBE attainments (e.g., payments actually made to DBE firms). The Authority will give credit for DBE participation toward overall or contract goals only when payments are actually made to DBE firms.

7. DBE Financial Institutions. The Authority continues to seek services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its geographic area. To date, no such financial institutions exist in the State of Utah. The Authority will encourage prime contractors to use such institutions as they are identified.

A hard copy of the directory is available upon request to the UTA DBE Liaison Officer, located in the Authority's Civil Rights Office.

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ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer _____.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates --

Name_____

Title_____

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-4 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonably good faith effort to utilize DBEs in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name:_____

Address:_____

Signed:_____

Title:_____

Phone Number:_____

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

❑ **Bidder / Proposer *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of **_____ percent (_____%)** of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

❑ Bidder / Proposer ***does not*** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

❑ Bidder / Proposer ***does not*** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM (continued)

Date: _____

Company Name: _____

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Signature: _____

Printed Name: _____

Title: _____

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(*DATE)*

(DBE)
(Name and Address)

Reference: (*Project Name and Bid/Proposal Number)*

(Appropriate Salutation)

Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide *(specify equipment, materials, supplies, services, etc.)* in the amount of $_____ if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:	**Prime Contractor:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subcontractor must be listed, and all amounts to be paid to the DBE subcontractor must be specified.

THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-4, B, C, D, E and F IF APPLICABLE.

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation.** The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

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Firm Name	Contact Person	Area of Expertise	Date	Response
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date:_____

Signature:_____

Printed Name:_____

Title:_____

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ATTACHMENT A-4: EMPLOYMENT PRACTICES / EEO PLAN

A) Contractors that have less than 50 employees or have a contract for less than $50,000 yet more than $10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: _____
(Print name & title)

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is _____ %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The _____ (Company name), by its _____ (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)

If the contractor has 50 or more employees **and** a contract of $50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

_____
Signature and Title of Company Official (Contractor

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ATTACHMENT B: CERTIFICATE **BUY AMERICA and BUY AMERICA/BUILD AMERICA**

Solicitation No._____

Exhibit ___
UTAH TRANSIT AUTHORITY
BUY AMERICA & BUY AMERICA/BUILD AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, STEEL MANUFACTURED PRODUCTS or CONSTRUCTION MATERIALS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE** The bidder or offeror hereby certifies that it *will comply* with the requirements of 49 USC 5323(j)(1) and the applicable 49 CFR part 661 and also the new requirements of Public Law 117-58, Sections 70901-52.

--OR—

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of 49 USC 5323(j) or Pub. L. 117-58, but it *may qualify for an exception* to the requirement pursuant to 49 USC 5323 (j)(2), t, as amended, and the applicable regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT**:** ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b) (3.).** The offeror hereby certifies that it *will comply with* the requirements of 49 USC 5223(j), as amended, and the applicable regulations of 49 CFR Part 661.11.

--OR-

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of 49 USC 5323(j), as amended, but may *qualify for an exception* to the requirement consistent with 49 USC 5323(j)(2)(C), and, as amended, and the applicable regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

_____ _____
Signature Date

_____
Title

_____
Name of Company/Offeror

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ATTACHMENT C:

ASSURANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR EXCLUSION

(For all contracts)

Bidder or Proposer hereby affirms that in accordance with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, neither it, nor any of its principals, nor its lower tier subcontractors, nor their principals are currently debarred, suspended, or otherwise excluded from or ineligible to receive a contract financed by the U.S. Government.

_____
Signature of the Bidder or Proposer Authorized Official

_____

Name and Title of the Bidder or Proposer Authorized Official

_____

Date

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

(For contracts exceeding $100,000)

I, _____, hereby certifies
(Name and Title of Company Official)

on behalf of _____ that:
(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Executed this _____ day of _____, 20__.

By_____
(Signature of Authorized Official)

_____
(Title of Authorized Official)

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UTA

ATTACHMENT E: USDOT REQUIRED INFORMATION FOR DBE TRACKING

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on Federally -assisted projects in accordance with the federal regulation 49 CFR Part 26.11. You are **required** to include copies of this form with your bid package for **PRIME AND SUBCONTRACTORS,** both **Disadvantaged Business Enterprises' (DBE) and non-DBEs (**A DBE is a firm that meets the criteria in 49 CFR 26). You will not be eligible to receive a contract award if you have not submitted this form.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Name of Solicitation: _____

Firm Name: _____

Firm Address: _____

_____

_____

Status: Non-DBE ____ DBE ____

Age of Firm: _____

Race/Gender of Majority Owner :
_____/_____

NACIS Code applicable for this work: _____

Annual Gross Receipts of the Firm: (check one)

0 to $500,000 _____

$500,000 - $1,000,000 _____

$1 Million - $5 Million _____

$5 Million - $10 Million _____

$10 Million - $25 Million _____

$25 Million - $100 Million _____

Above $100 Million _____

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ATTACHMENT F: Requirement for Written Subcontracts and Flow down of Required Clauses

(To be submitted with Bid or Proposal)

Bidder or Proposal hereby agrees that, should it receive the award of a contract under this procurement, it will establish written subcontracts for all contract work provided by subcontractors at any tier and that it will ensure that all applicable FTA requirements and clauses are flowed down to subcontractors at all tiers.

Company Name: _____

Signed by: _____

Title: _____

Date: _____

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Exhibit E – Davis Bacon Wage Determination

"General Decision Number: UT20240091 01/05/2024

Superseded General Decision Number: UT20230091

State: Utah

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

County**: Davis County in Utah**.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours	

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	spent performing on the
	contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/05/2024

ELEC0354-005 06/01/2023

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	Rates	Fringes
ELECTRICIAN	$ 39.00	1.3%+16.55

ENGI0003-034 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Mechanic)	$ 33.04	16.09

LABO0295-002 07/01/2019

	Rates	Fringes
TRAFFIC CONTROL (Flagger)	$ 23.71	9.78

TEAM0222-004 07/01/2023

	Rates	Fringes
TRUCK DRIVER (Dump Truck)	$ 28.17	13.99

SUUT2018-002 05/07/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 19.69	1.17
LABORER: Common or General	$ 19.44	4.31
LABORER: Pipelayer	$ 14.68 **	1.96

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OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 24.61 5.17

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 25.29 0.00

OPERATOR: Loader.....$ 23.86 5.75

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

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like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

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PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

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interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION""

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General Decision Number: UT20240097 04/12/2024

Superseded General Decision Number: UT20230097

State: Utah

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: **Salt Lake and Tooele Counties in Utah**.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least $17.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.

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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	04/12/2024

* ELEC0057-001 03/01/2024

	Rates	Fringes

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

LINE CONSTRUCTION (Lineman).....$ 56.57 8.35%+15.80

ELEC0354-005 06/01/2023

Rates Fringes

ELECTRICIAN.....$ 39.00 1.3%+16.55

ENGI0003-034 07/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
(Mechanic).....$ 33.04 16.09

ENGI0003-035 07/01/2022

Rates Fringes

POWER EQUIPMENT OPERATOR
(LOADER).....$ 31.99 17.64

LABO0295-001 07/01/2019

Rates Fringes

LABORER (Landscape).....$ 23.97 9.70

LABO0295-002 07/01/2019

Rates Fringes

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

TRAFFIC CONTROL (Flagger).....$ 23.71 9.78

TEAM0222-004 07/01/2023

Rates Fringes

TRUCK DRIVER (Dump Truck).....$ 28.17 13.99

SUUT2018-008 05/07/2020

Rates Fringes

CARPENTER (Form Work Only).....$ 24.61 8.45

CEMENT MASON/CONCRETE FINISHER...$ 20.70 1.21

LABORER: Common or General.....$ 18.33 6.70

LABORER: Pipelayer.....$ 18.47 9.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 23.40 16.96

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 25.29 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

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a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

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calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION""

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

General Decision Number: UT20240093 01/05/2024

Superseded General Decision Number: UT20230093

State: Utah

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

County: **Utah County in Utah**.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least $17.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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Modification Number Publication Date
0 01/05/2024

ELEC0354-005 06/01/2023

Rates Fringes

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

ELECTRICIAN.....$ 39.00 1.3%+16.55

ENGI0003-034 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Mechanic).....	$ 33.04	16.09

LABO0295-002 07/01/2019

	Rates	Fringes
TRAFFIC CONTROL (Flagger).....	$ 23.71	9.78

SUUT2018-004 05/07/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 19.69	1.17
LABORER: Common or General.....	$ 17.65	8.59
LABORER: Pipelayer.....	$ 18.57	3.50
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 23.47	11.24
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 25.29	0.00
OPERATOR: Loader.....	$ 28.16	11.90

DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

TRUCK DRIVER: Dump Truck.....$ 21.80 11.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

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negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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DocuSign Envelope ID: 9AD9483E-3D1C-4694-B954-F9DE612AAA13

Washington, DC 20210

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Wage and Hour Administrator
U.S. Department of Labor
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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END OF GENERAL DECISION"

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Jared Scarbrough, Director of Capital Design & Construction Jacob Wouden, Project Manager

TITLE:

Contract: Clearfield Rail Trail Construction (Acme Construction Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with Acme Construction, Inc. in the amount of $2,163,495.22 for the Construction of the Clearfield Rail Trail project.

BACKGROUND:
June of 2023, UTA released a request for procurement (RFP) for Qualified Construction Firms to contract with to construct the proposed tail. At the close of the RFP only one bid was received. To foster more competition and solicit more bidders, the RFP was re-advertised in February 2024. In March 2024, still only one bid was received and evaluated, and Acme Construction was selected as the winner. The Procurement Specialist surveyed non-responding firms to confirm the UTA requirements were not overly restrictive and learned that other vendors did not respond only because they were already at full capacity with all the work in the area. An Independent Cost Estimate (ICE) was also performed to ensure the price was fair and reasonable.

By constructing this trail we will be able to meet the following goals for the project:

1: Improve access to the Frontrunner station
2: Eliminate single point of entrance into the station
3: Eliminate trespassers who illegally cross the railroad tracks
4: Provide better access for Freeport Center employees and Job Corp students

DISCUSSION:
UTA Staff is requesting approval of the contract with Acme Construction, Inc. in the amount of $2,163,495.22. The scope of the project is to construct a paved multi-use trail that connects the UTA FrontRunner Clearfield Station to the Rio Grande Rail Trail and the Freeport Center. Adding a trail system connecting to the Clearfield FrontRunner Station will greatly improve access to and from the surrounding areas. Currently there is only one entrance to the station, and it is not very pedestrian or biker friendly. People coming from the west of the station have a long and circuitous route to obtain entry. . Constructing this trail can help reduce travel distance by approximately half a mile on each end.

CONTRACT SUMMARY:

Contractor Name:	Acme Construction Inc.
Contract Number:	24-03830VW
Base Contract Effective Dates:	June 13, 2024 through June 30, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$2,163,495.22
Procurement Method:	RFP best value modification
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:
Not award the contract or construct the trail.

FISCAL IMPACT:
Capital 2024 Budget for MSP208 - Clearfield FR Station Trail.

Approved Capital Budget (2024): $2,210,000

Contract for Construction: $2,163,495

Approved Requisition #13709: $2,163,495

All funds will be expended in FY 2024.

ATTACHMENTS:
Contract

DocuSign Envelope ID: 2E0B2C40-F6F2-4304-93C2-70DB8B2213C6

CONSTRUCTION SERVICES AGREEMENT

24-03830VW Clearfield Trail Project

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and ACME Construction, Inc., ("Contractor").

RECITALS

A. UTA desires to hire Contractor for the construction of the Clearfield Trail Project per the Specifications and Bid Schedule included in the RFP.

B. On February 9, 2024, UTA issued Request for Proposal Package Number 24-03830VW ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances,

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

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in

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such corrective action shall be chargeable to Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than June 30, 2025. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones, progess billing, monthly billing, 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:

DocuSign Envelope ID: 2E0B2C40-F6F2-4304-93C2-70DB8B2213C6

1. The terms and conditions of this Construction Services Agreement
2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
4. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Construction Services;

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to project manager Jacob Wouden jwouden@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

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

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

DocuSign Envelope ID: 2E0B2C40-F6F2-4304-93C2-70DB8B2213C6

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to project manager Jacob Wouden jwouden@rideuta.com.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and Contractors.

10. USE OF SUBCONTRACTORS

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

11. KEY PERSONNEL

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

Brody Robinson, Project Manager

Steve Penrod, Superintendent

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.

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12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

13. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials 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:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor through its work with other clients; and
    5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

14. PUBLIC INFORMATION.

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

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15. GENERAL INDEMNIFICATION – see Article 6 of Special Provisions

16. INSURANCE REQUIREMENTS – see Article 7 of Special Provisions

17. OTHER INDEMNITIES -see Article 6 of Special Provisions

18. INDEPENDENT CONTRACTOR

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

19. PROHIBITED INTEREST

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

20. CLAIMS/DISPUTE RESOLUTION - see Article 11 of Special Provisions

21. GOVERNING LAW

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

22. ASSIGNMENT OF CONTRACT

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

23. NONWAIVER

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

24. NOTICES OR DEMANDS

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

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

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

If to Contractor:
ACME Construction
Brody Robinson, President
170 South 1200 West
North Salt Lake, UT 84054

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

25. CONTRACT ADMINISTRATOR

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

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES – see Article 8 of Special Provision

27. 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

28. 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.

29. FORCE MAJEURE

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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.

30. 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.

31. 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.

32. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

33. AMENDMENTS

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

34. COUNTERPARTS

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

35. SURVIVAL

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

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UTAH TRANSIT AUTHORITY:

By: Date:
Jay Fox
Executive Director

By: Date:
David Hancock
Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 5/6/2024
Mike Bell, AGG State of Utah
And UTA Legal Counsel

Approved as to Content and Form

By:
Jacob Wouden
UTA Project Manager

ACME CONSTRUCTION:

By: DocuSigned by: Brody Robinson 155B982B25D74DE... Date: 5/6/2024
Brody Robinson
President

FED ID# 87-0417501

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Design and/or Construction Special Provisions

ARTICLE 1

General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"General Conditions" means this document.

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

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

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

"Punchlist" means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity,

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efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

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

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

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

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

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

ARTICLE 2

Contractor's Services

2.1 **General Services.**

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

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

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a

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

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

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

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

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

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proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

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

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

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

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

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

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

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

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provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

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

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

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

2.4 **Construction Services.**

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

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

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

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

2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated

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into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

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

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

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

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

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

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

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Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

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

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

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

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

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

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in

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the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

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

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

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

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

ARTICLE 3

Bond Requirements

3.1 The the contract value exceeds the small purchase threshold, contractor shall provide the following bonds:

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3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and

3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

ARTICLE 4.0

Site Conditions

4.1 **Hazardous Materials.**

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

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

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

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

4.2 **Differing Site Conditions.**

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

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

ARTICLE 5

Payment

5.1 **Schedule of Values (Applicable where payment is made on the basis of progess, milestones, or on a periodic basis.)**

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

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

5.2 **Application for Payment.**

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

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

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

5.3 **Invoicing Procedures**

5.3.1 Contractor shall invoice UTA after achievement of contractual milestones or after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to Jacob Wouden jwouden@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

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5.3.2 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.

5.4 Sales Tax Exemption

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

5.5 **UTA's Payment Obligations.**

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

5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

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

5.6 **Contractor's Payment Obligations.**

5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies

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within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.

5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

5.7 **Substantial Completion.**

5.7.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

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

5.7.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment

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of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

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

5.8 **Final Payment.**

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

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

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

5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

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

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

ARTICLE 6

Indemnification and Loss

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

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

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

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

6.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims,

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losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

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

6.4 Risk **of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

ARTICLE 7

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

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- 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

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shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

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

6. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. *(NOTE: Projects over $10,000,000 will require limits of $2,000,000 per occurrence and $4,000,000 aggregate; Projects over $40,000,000 will require limits of $5,000,000 per occurrence and $5,000,000 aggregate)*

7. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

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.

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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 utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

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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.

Article 8.0
Health Insurance

Insurance Coverage for Employees.

8.1 If the Contract Price is $2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

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

Article 9.0
TIMELINESS

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

9.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as

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provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

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

ARTICLE 10

Changes

10.1 **Change Orders.**

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

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

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

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

10.3 **Constructive Changes.**

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

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of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

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

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

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

10.4 Direction or Authorization to Proceed.

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

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

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

10.6 **Contract Price Adjustments.**

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

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

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

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

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

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

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

10.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

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

ARTICLE 11

Claims and Dispute Resolution

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11.1 **Claims.**

11.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

11.2 **Dispute Resolution.**

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

11.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

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

11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

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ARTICLE 12

Suspension and Termination

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

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

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

12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

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

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

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

12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

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

12.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of

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

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

12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

12.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of

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Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

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

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

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

12.4 **Bankruptcy of Contractor.**

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

12.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all

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future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

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

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

ARTICLE 13

Value Engineering

13.1 **Value Engineering Change Proposals.**

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

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

13.1.3 Contractor must include the following information in any VECP:

13.1.3.1 A narrative description of the proposed change,

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

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

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

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

13.1.3.6 Costs of development and implementation; and

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

13.2 **Review and Approval of VECPs**

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

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

13.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing or approving the designs or processes involved in the VECP.

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

ARTICLE 14

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.

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EXHIBIT A - Scope of Work

The scope of the project is to construct a paved multi-use trail that connects the UTA FrontRunner Clearfield Station to the Rio Grande Rail Trail and the Freeport Center. Construction includes but is not limited to trail construction, utility locating and coordination, retaining wall construction, railing construction, pavement marking and signage, lighting, fencing and landscaping. Plans and specifications were listed in the RFP in the Appendix V – Project Specifications, Appendix VI – Project Design Plans, Appendix VII – Geotechnical Report, Appendix VIII – CE and Re-Evaluation, Appendix IX _ Clearfield Trail Soil Management Memorandum, Appendix X – UTA Legal Description and Exhibit TCE1-TCE2. Contractor is responsible for obtaining required permits and approvals for this work. Portions of the Project will be performed within UDOT Right of Way along Antelope Drive (SR-108).

PROJECT FUNDING This project is receiving local and Federal funds.

SPECIAL REQUIREMENTS

Contractor is responsible for obtaining required permits, submittal of plans and approvals from UDOT and City along with UTA, including but not limited to a fugitive dust control plan, stormwater permit and stormwater pollution prevention plan, and encroachment permits. Contractor is responsible for coordinating with utilities for locating, protecting in place and hook-ups as needed.
There is a potential to encounter contaminated soil within the Project area. Contractor is required to follow the Soil Management Technical Memo.

OTHER GENERAL REQUIREMENTS

The Denver & Rio Grande Western Railroad (D&RGW, site 42DV86) and the Union Pacific Railroad/Utah Central Railroad (UPRR, site 42DV87) are located within to the project area. The Contractor and all their employees that perform work, entry inspection and/or service on or near the rail right of way that is owned, leased or operated by UTA are required to complete UTA's Roadway Worker Protection (RWP), Rail Safety Training, and required separate training from UPRR to work within their rail right of way. More information can be found on UTA's website: https://rideuta.com/Doing-Business/Property-Management. This training is required to be completed before work is performed on the Project. In addition, the Contractor is required to execute a Contractor's Right of Entry Agreement with the Railroad and obtain the required insurance.

Best management practices are required to be implemented during construction to comply with City noise ordinances and construction hours.

Contractor shall utilize UTA's Procure system for daily logs, submittals, RFIs, schedule updates, and other items as required by UTA's Project Manager.

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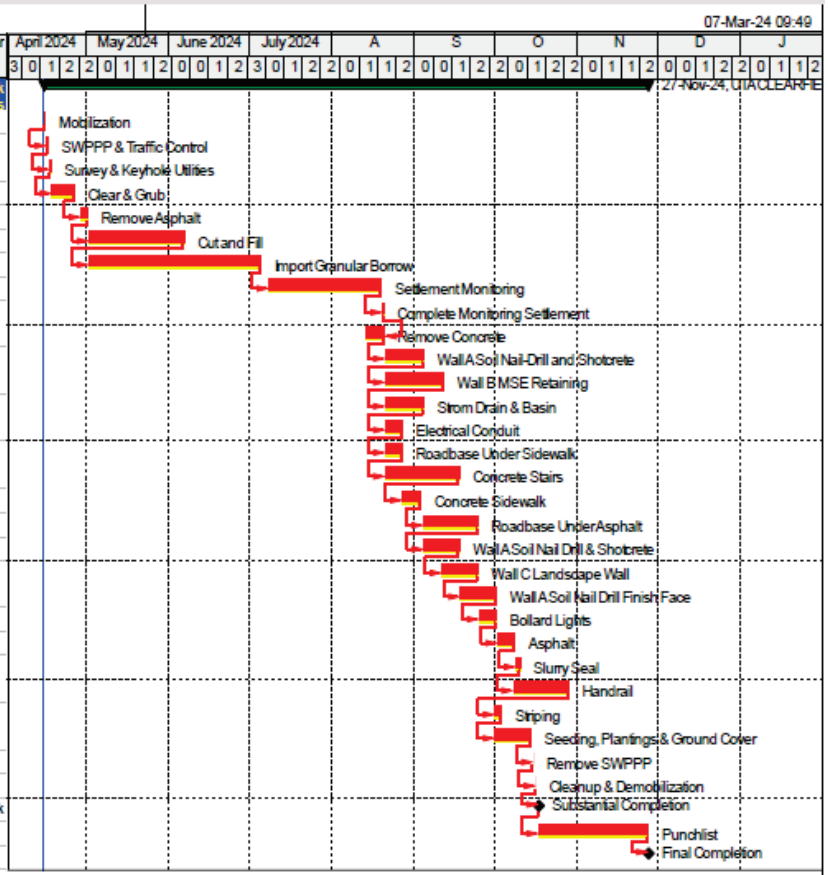
UTAH TRANSIT AUTHORITY

Project Schedule

UTA CLEARFIELD

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Calendar
UTA CLEARFIELD		159	15-Apr-24	27-Nov-24	0	Standard 5 Day Workweek w/Basic Holidays
A1000	Mobilization	1	15-Apr-24	15-Apr-24	0	Standard 5 Day
A1010	SWPPP & Traffic Control	1	16-Apr-24	16-Apr-24	0	Standard 5 Day
A1015	Survey & Keyhole Utilities	1	17-Apr-24	17-Apr-24	0	Standard 5 Day
A1020	Clear & Grub	7	18-Apr-24	26-Apr-24	0	Standard 5 Day
A1030	Remove Asphalt	3	29-Apr-24	01-May-24	0	Standard 5 Day
A1040	Cut and Fill	25	02-May-24	06-Jun-24	0	Standard 5 Day
A1041	Import Granular Borrow	45	02-May-24	05-Jul-24	0	Standard 5 Day
A1156	Settlement Monitoring	30	08-Jul-24	19-Aug-24	0	Standard 5 Day
A1166	Complete Monitoring Settlement	1	20-Aug-24	20-Aug-24	0	Standard 5 Day
A1176	Remove Concrete	5	14-Aug-24	20-Aug-24	0	Standard 5 Day
A1186	Wall A Soil Nail-Drill and Shotcrete	10	21-Aug-24	04-Sep-24	0	Standard 5 Day
A1196	Wall B MSE Retaining	15	21-Aug-24	11-Sep-24	0	Standard 5 Day
A1206	Strom Drain & Basin	10	21-Aug-24	04-Sep-24	0	Standard 5 Day
A1216	Electrical Conduit	5	21-Aug-24	27-Aug-24	0	Standard 5 Day
A1226	Roadbase Under Sidewalk	5	21-Aug-24	27-Aug-24	0	Standard 5 Day
A1236	Concrete Stairs	19	21-Aug-24	17-Sep-24	0	Standard 5 Day
A1246	Concrete Sidewalk	5	27-Aug-24	03-Sep-24	0	Standard 5 Day
A1256	Roadbase Under Asphalt	15	04-Sep-24	24-Sep-24	0	Standard 5 Day
A1266	Wall A Soil Nail Drill & Shotcrete	10	04-Sep-24	17-Sep-24	0	Standard 5 Day
A1276	Wall C Landscape Wall	10	11-Sep-24	24-Sep-24	0	Standard 5 Day
A1277	Wall A Soil Nail Drill Finish Face	10	18-Sep-24	01-Oct-24	0	Standard 5 Day
A1286	Bollard Lights	5	25-Sep-24	01-Oct-24	0	Standard 5 Day
A1296	Asphalt	5	02-Oct-24	08-Oct-24	0	Standard 5 Day
A1306	Slurry Seal	2	09-Oct-24	10-Oct-24	0	Standard 5 Day
A1316	Handrail	15	08-Oct-24	28-Oct-24	0	Standard 5 Day
A1326	Striping	3	01-Oct-24	03-Oct-24	0	Standard 5 Day
A1336	Seeding, Plantings & Ground Cover	10	01-Oct-24	14-Oct-24	0	Standard 5 Day
A1346	Remove SWPPP	1	15-Oct-24	15-Oct-24	0	Standard 5 Day
A1356	Cleanup & Demobilization	1	16-Oct-24	16-Oct-24	0	Standard 5 Day
A1366	Substantial Completion	0	17-Oct-24		0	7-Day Workweek
A1376	Punchlist	30	17-Oct-24	27-Nov-24	0	Standard 5 Day
A1386	Final Completion	0		27-Nov-24	0	Standard 5 Day



Remaining Level of Effort
Actual Level of Effort
Project Baseline Bar
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

ACME CONSTRUCTION

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Exhibit B – Pricing

Total Project Lump Sum Cost $2,163,495.22

UTA Clearfield Trail Project

EXHIBIT B- COST ESTIMATE FORM

General Contractor: Acme Construction, Inc.

Total Lump Sum Project Cost (from below) $ 2,163,495.22

Instructions: Fill in the Subtotal, Total and Total Project Cost.

Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	Traffic Control	LS	1	$ 150,000.00
2	Temporary Controls	LS	1	$ 30,000.00
3	Railroad Flagging	Days	5	$ 17,500.00
4	Mobilization and Demobilization	LS	1	$ 215,000.00
5	Construction Survey	LS	1	$ 25,000.00
6	Remove Concrete Flatwork	SQ YD	301	$ 8,127.00
7	Remove Bituminous Concrete Pavement	SQ YD	646	$ 12,597.00
8	Concrete Stairs	SQ FT	251	$ 46,435.00
9	42-Inch Railing	FT	665	$ 118,370.00
10	42-Inch Railing with Handrail	FT	160	$ 28,480.00
11	48-Inch Wall Railing	FT	708	$ 126,024.00
12	42-Inch Fall Protection Railing	FT	84	$ 14,952.00
13	Wall B - Modular Block MSE Retaining Wall	SQ FT	516	$ 33,540.00
14	Wall A - Soil Nail Retaining Wall	SQ FT	496	$ 79,360.00
15	Wall C – Landscaping Wall	SQ FT	45	$ 13,500.00
16	Bollard Lights	EA	31	$ 178,250.00
17	Keyhole Utility	EA	8	$ 3,400.00
18	Granular Borrow	CU YD	3,309	$ 314,355.00
19	Strip, Stockpile, and Spread Topsoil	SQ YD	5,803	$ 14,507.50

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20	Site Clearing	AC	1.2	$ 34,200.00
21	Excavation	CU YD	1,071	$66,402.00
22	Loose-Placed Riprap	CU YD	5	$2,050.00
23	Sign 18 Inch x 18 Inch	EA	13	$1,365.00
24	Sign 18 Inch x 24 Inch	EA	1	$125.00
25	Sign 24 Inch x 18 Inch	EA	10	$1,250.00
26	Sign 30 Inch x 30 Inch	EA	2	$370.00
27	Sign Post and Base	EA	21	$7,665.00
28	Sign Relocation	EA	1	$525.00
29	Slurry Seal	SQ FT	27,861	$41,791.50
30	Untreated Base Course	CU YD	810	$72,090.00
31	Bituminous Concrete	TON	535	$61,525.00
32	Pavement Marking Paint – Dotted Yellow (4")	FT	3,538	$3,714.90
33	Pavement Marking Paint – Stop Line, Crosswalk	FT	155	$612.25
34	Pavement Message	EA	4	$146.60
35	Chain Link Fence	FT	639	$25,080.75
36	Chain Link Gate	EA	3	$2,835.00
37	Seeding	SQ FT	10,454	$4,704.30
38	Plantings and Ground Cover - Trees	EA	5	$3,840.00
39	Plantings and Ground Cover – Shrubs	EA	84	$6,636.00
40	Plantings and Ground Cover – Boulders	EA	33	$11,385.00
41	Plantings and Ground Cover – Rock Mulch	SQ FT	10,727	$64,362.00
42	Pipe (18", Smooth, Leak-Resistant)	FT	99	$19,305.00
43	Silt Fence	FT	2,517	$7,551.00
44	Sidewalk	SQ FT	2,974	$26,766.00
45	Pipe Outfall (18")	EA	6	$11,700.00
46	Cleanout Box Type A	EA	2	$21,100.42
			Subtotal Bid Items	$1,928,495.22
	Bonding	LS	1	$10,000.00
	Profit and Overhead	LS	1	$225,000.00
	Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)			$ 2,163,495.22
	All Items to include what is necessary to obtain a finished and operational project (including but not limited to materials disposal, labor, equipment, permits)			

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Exhibit C - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the contractor to ensure that all clauses applicable to the contracted effort are adhered to by the contractor and its subcontractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy/Build America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported by Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All (Certification required if > $100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K

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28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL
39	Notice to FTA and DOT	All Contracts over $25,000

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
Flow down Requirements: The Fly America requirements flow down to first tier contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.
Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

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49 U.S.C. 5323(h)
49 CFR Part 661

Pub. L. 117-58 (Nov. 15, 2021) (Buy America Build America)

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).

Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. The requirement excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Definitions:

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

General waivers for small purchases do not apply to Contractor's equipment purchases when Consultant's contract value exceeds $150,000 in value. Contractor must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This

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requirement does not apply to lower tier sub-contractors.

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The Charter Bus requirements flow down from UTA to first tier service Contractors.
Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The School Bus requirements flow down from UTA to first tier service contractors.
School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.
Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition. - In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

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(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.
Flow down Requirements: The Seismic Safety requirements flow down from UTA to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-contractors.
Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a sub-contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.
Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.
Flow down Requirements: The Clean Water Act requirements flow down to UTA third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.
Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued

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pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The contractor agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.
Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in the most current FTA Master Agreement.
Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be

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required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.
Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.
Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

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Access to Records - The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
Non-State Grantees	Yes[1]		Yes	Yes	Yes	Yes
a. Contracts below SAT ($250,000)	Yes[1]		Yes	Yes	Yes	Yes
b. Contracts above $250,000/ Capital Projects		Those imposed on nonstate Grantee pass thru to Contractor				

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

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14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.
Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.
Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding $100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.
Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $150,000.
Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Contractor agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.
Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333

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40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party contractors and sub-contractors

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

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

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise

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the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

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

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

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

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

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

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

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

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

(2) **Wage Determinations to be Updated in Certain Cases** - A Wage Determination will be updated after contract award under the following circumstances: (1) a contract or order is changed to include additional

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substantial construction that is NOT WITHIN THE SCOPE OF WORK; (2) the contract or order is changed to require the contractor to perform for an additional period of time exceeding 120 days, including when an option is exercised under a contract or order; or (3) ANNUALLY, for a contract such as an IDIQ, on-call or task order contract where construction occurs over a period of time and is not tied to completion of a specific project.

(3**) Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less

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than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(6) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(7) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

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

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

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

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liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job. (The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:
[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]
Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5 40
U.S.C. 3701 et
seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq*. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party contractors and sub-contractors.

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(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.
Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) UTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

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Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

- **Program Fraud and False or Fraudulent Statements or Related Acts**

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over $100,000.
Flow down Requirements: These requirements flow down to contractors and sub-contractors over $100,000.

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

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).
These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."
Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.
Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.
Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.
The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or proposal, the Firm certifies as follows:
The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When UTA maintains files on drug and alcohol enforcement activities for FTA,

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and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112.49 U.S.C. § 5325 (k). Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other

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applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

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

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of

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the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.
Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the UTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of UTA shall be binding upon the Contractor and the Contractor shall abide be the decision.
Performance During Dispute - Unless otherwise directed by UTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.
Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AUTHORITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's

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manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by UTA or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by UTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:
(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)
Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.
(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These

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terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

   i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

   iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall

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not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.

ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.

iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.

ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY: **https://drive.google.com/file/d/1r6n4o9F14jFEqtINICrFxrfiAs9948ho/view**

5. DBE Contract Assurance (49 CFR 26.13)

i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:

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a. Withholding monthly progress payments;
b. Assessing sanctions;
c. Liquidated damages; and/or
d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received., For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor shares of the retention received.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.
Flow Down Requirements The incorporation of FTA terms has unlimited flow down.
Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.
Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-contractors. **Drug and Alcohol Testing**: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating

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administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Contractor must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

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a. To the extent practicable, Contractor agrees that it:
   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR

EQUIPMENT

In accordance with 2 CFR 200.216, contractor and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

39. NOTIFICATION TO FTA and DOT

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor o must promptly notify UTA so that UTA may promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor or Recipient is located. The Contractor must include a similar notification requirement in subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Contractor must promptly notice UTA and UTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region 8, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a contractor or person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Director of Capital Design & Const
PRESENTER(S): Grey Turner, Manager of Civil Engineering & Design

TITLE:

Contract: Bridge Inspection Professional Services (HDR Engineering, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute a contract and associated disbursements with HDR Engineering, Inc. to provide bridge inspection services 3 year contract with two - one- year options for the total amount of $1,642,000 for all 5 years.

BACKGROUND:
FRA requires the inspection of UTA bridges to occur every year. This new contract will be a 3-year contract with two - one year options to provide these inspection services, as we have previously done. Bridge inspections require physical inspection of bridges and associated components with photos, documentation, and ratings to identify potential hazards/concerns. This procurement was conducted using a competitive Request for Qualifications (RFQu)process.

DISCUSSION:
UTA issued an RFQu for the bridge inspection program and received three proposals. HDR Engineering Inc. was selected using a qualifications-based selection system. This contract is for HDR Engineering, Inc. to provide yearly inspections with subsequent reports on the UTA-owned bridges for the next 3 years with 2 - 1 year options.

CONTRACT SUMMARY:

Contractor Name:	HDR Engineering, Inc.
Contract Number:	24-03826VW
Base Contract Effective Dates:	June 12, 2024 - June 30, 2027 for base contract.
Extended Contract Dates:	July 1, 2027 - June 30, 2029, if both options are exercised.
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$1,642,500 for the total five years provided both options are exercised.
Procurement Method:	Request for Qualifications
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Bridge inspections do not occur every year and UTA falls out of FRA compliance.

FISCAL IMPACT:

Capital Plan for SGR359 Bridge Rehabilitation & Maintenance.

- Approved Capital Plan (2024-2028): $2,264,000
- Base 3-year contract with HDR Engineering, Inc.: $1,072,500 ($983,068.88 HDR Estimate + $89,431.12 Prov. Sum) ○ 2024 (last 6 months): $178,750.00 ○ 2025: $357,500.00 ○ 2026: $357,500.00 ○ 2027 (first 6 months): $178,750.00
- Option Year 1 - 2027 (last 6 months): $142,500 • Option Year 1 - 2028 (first 6 months): $142,500 • Option Year 2 - 2028 (last 6 months): $142,500 • Option Year 2 - 2029 (first 6 months): $142,500
- Approved Requisition: $1,642,500

ATTACHMENTS:

Contract 24-03826VW

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PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #24-03826VW

Bridge Inspection

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 HDR Engineering, Inc. ("Consultant").

RECITALS

WHEREAS, UTA desires to hire professional services for Bridge Inspection.

WHEREAS, On February 9, 2024 , UTA issued Request for Proposal Package Number 24-03826VW ("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 Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived 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. Consultant 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, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

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

c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

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e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. **MANAGEMENT OF WORK**

a. Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

3. **PROGRESS OF WORK**

a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant 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 Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

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, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.F, UTA may

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(without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. **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 (3) year period expiring June 30, 2027. 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 Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Consultant 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 within thirty (30) days of monthly invoice. Consultant shall be entitled to request and receive reasonable inflationary fee adjustments each contract year effect as of the first day of the calendar year.

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 Consultant 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 Consultant 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) Consultant 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 Consultant 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 Consultant owes to UTA under this Contract.

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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. Consultant's Proposal including, without limitation, all federal certifications (as applicable);

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

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. Consultant’s Scope of Work.

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) Consultant’s cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

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 Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant’s sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any 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 Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

9. **INVOICING PROCEDURES**

a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to project manager Grey Turner gturner@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:

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

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset

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by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to project manager Grey Turner gturner@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to project manager Grey Turner gturner@rideuta.com.

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 Consultant 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 Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and Consultants.

11. **USE OF SUBCONSULTANTS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subconsultants.

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

12. **KEY PERSONNEL**

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

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Lisa Tuck, Utah Area Manager
Stephanie Serpico, Project Principal
Nash Wilson, Project Manager
Colby Christensen, QC Manager

If the Consultant 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 Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE**:

UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant 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. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Consultant (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

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assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant 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 Consultants or UTA's own forces, in which event Consultant 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.

CONSULTANT'S POST TERMINATION OBLIGATIONS:

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

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

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

16. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or

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prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Consultant 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 Consultant by a third party who is not under a confidentiality obligation.
    C. Information developed by or in the custody of Consultant before entering into this Contract.
    D. Information developed by Consultant through its work with other clients;
    E. Information Consultant reasonably believes is necessary to disclose to public officials for the protection of the public or to otherwise satisfy its ethical obligations; and
    F. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. **PUBLIC INFORMATION.**

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation. Consultant shall be given written notice of any requests for its financial or personnel information and shall have an opportunity to work with UTA to claim any available exceptions to GRAMA in respect of such requests.

18. **GENERAL INDEMNIFICATION**

Consultant shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by the negligent acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the negligence of UTA or the

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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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant 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 Consultant".
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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

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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 Consultant or subconsultant is exempt under UCA, AND when such Consultant or subconsultant 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, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Railroad Protective Liability Insurance (RRPLI) –

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

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

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

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

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with respect to all other available sources.

3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant's insurance shall be primary with respect to any insurance carried by UTA. Consultant 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 Consultant from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. 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. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Subconsultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from subconsultants. Utah Transit Authority must be scheduled as an additional insured on any subconsultant policies.

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

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

21. **INDEPENDENT CONSULTANT**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Consultant 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, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

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

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

Level of Authority	**Time Limit**
UTA's Project Manager/Consultant Project Manager – Nash Wilson	Five calendar days
UTA's Chief Capital Service Officer/Consultant's Project Manager Utah Transportation Business Group Manager – Stephanie Serpico	Five calendar days
UTA's Executive Director/ Consultant's Chief Operating Officer Utah Area Manager – Lisa Tuck	Five calendar days

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

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 Consultant consents to the jurisdiction of such courts.

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25. **ASSIGNMENT OF CONTRACT**

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

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: Vicki Woodward
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 UTA:
HDR Engineering, Inc.
Nash Wilson
2825 East Cottonwood Parkway
Salt Lake City, UT 84121

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 Vicki Woodward, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said

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Contract Administrator, or designee.

29. **INSURANCE COVEREAGE REQIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANT S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

a. The following requirements apply to the extent that the Consultant 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) Consultant has a subcontract at any tier that involves a sub-Consultant that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:

b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.

c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subconsultant'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 into this Contract for the sole benefit of the parties, in exclusion of any third- party, and no third-party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) 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.

37. **REVOLVING DOOR RESTRICTIONS**

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award of amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

38. **AMENDMENTS**

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

39. **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.

40. **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.

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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: Date:
Jay Fox
Executive Director

By: Date:
David Hancock
Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 5/20/2024
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
Grey Turner,
UTA Project Manager

HDR ENGINEERING INC:

By: DocuSigned by: Lisa M. Tuck B27282DFB29442A... Date: 5/20/2024
Lisa M. Tuck
Fed ID#47-0680568

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Exhibit A – Scope of Work

Inspection of rail bridge and culvert. The rail bridges and culverts are located along UTA's rail corridors and include both Commuter Rail and Light Rail.
Consultant is to perform culvert and bridge inspections and provide adverse condition mitigation recommendations for those structures listed in Appendix A of this document. These inspections are to include all bridge and culvert components including but not limited to: deck, handrails, parapet walls, superstructure, substructure, abutments, footings, piers, rip rap, and wing walls.

Definitions

- Culvert

Any structure supporting the track(s) with a span of less than 10 feet and not possessing a deck supporting railroad live loading.

- Overhead Bridge

Any structure passing over the track(s) constructed for the purpose of carrying railroads, highways, pedestrians, pipelines, conveyors, or other miscellaneous purposes and is supported by structural elements on one or both sides of the track(s). This category also includes signal structures when configured such that all or a portion of the structure extends over the clearance envelope above the track.

- Span Length

The distance between center of bearings of the primary load-carrying members (girders, trusses, etc.), or the distance between spring lines of arches.

- Structure Defect

A condition of deterioration or damage to a structure component that impacts the safe load carrying capacity of the structure or overall integrity or safety for trains and personnel using the structure.

- Structure Modification

A change in the configuration of a railroad structure that affects its load capacity.

- Structure Repair

Remediation of damage or deterioration which has affected the structural integrity of the railroad structure.

- Track Owner

The entity that owns the track operating over a bridge or culvert or the party assigned responsibility for the maintenance of the track over a bridge or culvert.

- Deck

That component of a bridge upon which the track is supported, and which is subject to bending stresses from trains moving over it. The deck may transmit loads to primary load carrying members or it may itself function as a primary member.

Quantity
UTA currently has 84 structures that meet the requirements for bridge inspections. These structures range as far north as Ogden and as far south as Provo. A detailed list of these bridges/culverts can be found in Appendix A of this document. This includes such information as

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length and GPS coordinates. All structures have either concrete or steel superstructures. Some of these structures require underwater inspections. Appendix A identifies the types of inspections each structure is subject to.

Timeline:
UTA is required to perform bridge inspections on an annual basis for each bridge and culvert that meets minimum requirements. For bridges that span waterways, UTA is required to conduct an additional underwater inspection every five years. All required inspections shall be completed by the end of the year in which the required inspection(s) are to be performed. As part of each inspection, a Bridge Inspection Report for each inspection shall be submitted to UTA's Bridge Engineer for review and approval. The inspection of any bridge listed in Appendix A shall not be considered completed until UTA's Bridge Engineer has reviewed and approved the applicant's submitted Bridge Inspection Report.

The best time to start bridge inspections is in the March/April timeframe. Ideally, the final bridge inspection should be completed by Thanksgiving each year. The bridge inspection reports will need to follow the submission timeline outlined below.

UTA will require draft Bridge Inspection Reports to be submitted to UTA's Bridge Engineer within three weeks of the field inspection. The Bridge Engineer will review these draft inspections within one month of submission and provide comments back to the inspection group for response. Once the final comments have been received, the inspection group will have one month from the date of receipt of comments to submit the final inspection report. The timeframe from inspection to final support submission will not exceed 90 days from the inspection date.

The last report should be submitted by December 15th each year.
Terms of Service for this proposal should include years: 2024, 2025, & 2026 with an option to renew for 2027-2028.

Types of Inspections
UTA employs the following types of bridge inspections:

Annual/Routine Inspections

- Completed annually. This is the most common inspection type performed at UTA.
- Substructure elements that are submerged or partially submerged under water are to be observed but are not required to be inspected below submerged elements if an Underwater Inspection is not due.
- Frequency requirement:
- Completed every calendar year but may have as many as 540 days from the previous inspection.

Special Inspections

- Used periodically when certain components are needing additional scrutiny.

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- Frequency requirement: As needed

Interim Inspections

- Used when the Bridge Engineer determines more frequent monitoring is needed on a particular bridge component.
- Frequency requirement: As needed

Emergency Inspection

- Used when UTA must respond to some type of emergency such as a vehicular strike or something similar.
- Frequency requirement: As needed

Underwater Inspections

- Performed every five years on bridges which have underwater elements. This requires underwater inspection techniques be employed for submerged bridge elements. This only applies to submerged and partially submerged elements. It may be conducted at the same time as an annual inspection but the underwater inspection is primarily focused on the submerged and partially submerged elements.
    - Scour
    - Erosion
    - Corrosion
    - Cracking
    - Piping/Undermining
    - Settlement
    - Existing Rip Rap
- There are some instances where the water completely dries up during the late fall and winter months where inspectors have full access to all elements that may have been submerged earlier in the inspection year. If this condition presents itself, the inspection team may perform an annual inspection and in addition submit an underwater inspection that addresses these typically submerged components to meet this requirement.
- Frequency requirement: Every five years from the previous Underwater Inspection date.

Minimum Requirements

The following are the minimum requirements the bridge inspection group will be required to do/provide as part of this work:

- The selected team must be able to provide all their own inspection gear including dive equipment.
- There is one bridge where the water level has consistently been at the bottom of the deck and no air pocket is present between the top of the water and bottom of the deck. The dimensions are minimal but there is one bridge where this condition exists. It will be identified in Appendix A.

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- The selected team must participate in all UTA training required to enter the rail right-of-way prior to entering the rail corridors. This includes Roadway Worker Protection (RWP) training that must be re-certified each year.
- The selected team must request all necessary track access permits to perform necessary inspections. UTA will provide guidance on how this is to be done.
- UTA will be available to help with access to the locations if needs be. There are certain bridges that are best accessed at night or on Sundays due to reduced or absence of rail traffic. Those will be identified in Appendix A. The long-term expectation is that the bridge inspection teams provide enough personnel to provide protection and expertise to complete the bridge inspections. In UTA's experience, this is best completed with a minimum of three people performing the following job functions:
    - Watchman/Lookout
    - Bridge Inspector
    - Bridge Engineer
- Final report submissions are to follow the AASHTO Bridge Element assessments and NBI component condition rating scale.
    - In addition, UTA is requesting an examination of the rails and ties for visual defects.
- Final submission of inspection shall be in pdf format.
    - In addition, any pictures included in the bridge inspection reports need to be submitted separately as jpegs on a flash drive. Pictures will need to be organized in a file structure with the line, bridge, and year they are associated with.
    - All photos shall include a digital date and time stamp on the photo as verification of when the photo was taken. In addition, they should have a brief description of what the photo is intended to convey and also a location description.
    - As part of the final submission, mitigation activities recommended based on observed conditions will need to be included. These will be provided in the following timeframes:
        - Complete within the next year.
        - Compete within the next two to five years.
    - UTA may request to have the documents submitted in a construction management software format. Format of the submissions to be recommended based on best practices and compatibility with UTA current software, which is currently Procore.
- Executive summary is to be submitted with the final report for each bridge at the end of the inspection cycle and to include key findings of the inspections, recommendations based on the current condition of the bridge for the next 1-, 3- and 5-year period including regular maintenance as well as potential repair or major work required to prevent further degradation to the bridge condition.
- The Bridge Inspection team is responsible for ensuring timely submission of required inspections.
- Required inspections are the Annual/Routine inspections and Underwater inspection.

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- Bridge Inspection Company may determine inspector qualifications however, evidence of some formal training must be provided as part of the RFP submission. At least one member of this team will be a registered Professional Engineer in the State of Utah and have a minimum of three years' experience in bridge inspections.
- A description of the training bridge inspectors receive will be provided to UTA as part of the bid documents.

UTA retains the right to request additional inspections at any time on any bridge or bridge component it feels merits such an inspection. These are rare but may include incidents such as:

- Bridge strike from passing traffic
- Unusual condition uncovered during a normal bridge inspection.
- If traffic control is ever required to perform a bridge inspection, the selected bridge team will be responsible for procuring all necessary traffic control.
- Please see pricing requirements for guidance on how to price these potential occurrences.

Some of these bridges have inspection overlap requirements with UDOT. Appendix A outlines the bridge elements for which UDOT has shared inspection responsibilities.

Potential Contract Option

UTA reserves the right to add an additional task to this inspection contract after the project has been awarded. Currently, load ratings for each of the structures shown in Appendix A exist in a pdf format. To efficiently make changes or update these load ratings, the load ratings need to be calculated and stored in an electronic format that can be easily accessed and modified, if needed in the future. The selected consultant will suggest a cost-effective method and schedule to achieve this result. A Change Order will only be issued for this additional task after agreement is reach on price and scope and required UTA approvals have been obtained.

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Appendix A- Bridge List, Lengths & Shared UDOT Responsibilities

Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
North Temple Viaduct	AIRPORT TRAX	40.771596	-111.902899	AP0.3	525	No		UTA is only responsible for the inspection of the north part of this structure that our LRT lines operate on.	
Jordan River Bridge	AIRPORT TRAX	40.771499	-111.925882	AP1.4	91.75	Yes			
Surplus Canal (South)	AIRPORT TRAX	40.765489	-111.966275	AP3.6	165	Yes			
Wingpointe Golf Cart Tunnel	AIRPORT TRAX	40.771729	-111.98575	AP4.9	15	No			
Surplus Canal North Culvert Extension	AIRPORT TRAX	40.772662	-111.985555	AP4.96	165	Yes			
North Point Canal Culvert Extension	AIRPORT TRAX	40.773027	-111.985414	AP4.98	44	Yes			Culvert is typically full, no airgap between top of water and bottom of deck
Farmington Station Pedestrian Bridge	Commuter Rail North	40.987836	-111.905162	N16.45	290	No			
Kayscreek Culvert	Commuter Rail North	41.058	-111.966389	N22.41	20	Yes			
South Crossing Bridge (Weber River)	Commuter Rail North	41.21018219	-111.9913956	N36.0	1333.08	Yes	Sunday		
North Crossing Bridge (Ogden Yard)	Commuter Rail North	41.21459263	-111.9830554	N36.5	659.17	No	Sunday		
Ogden River Bridge	Commuter Rail	41.232407	-111.987179	N38.0	80	Yes			

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Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
	North								
Center Street Underpass	Commuter Rail South	40.610856	-111.906456	S10.57	107.84	No			
Wasatch Street Underpass	Commuter Rail South	40.605941	-111.905628	S10.91	70	No			
9000 South Underpass	Commuter Rail South	40.588013	-111.902688	S12.17	162.58	No			
9120 South Underpass	Commuter Rail South	40.585652	-111.903182	S12.33	78.79	No			
UPRR Flyover	Commuter Rail South	40.574791	-111.904507	S13.13	642	No	Sunday		
10600 South Underpass	Commuter Rail South	40.559001	-111.901063	S14.22	223.75	No			
12300 South Underpass	Commuter Rail South	40.52693	-111.904834	S16.45	110	No			
Galena Park Blvd. Bridge	Commuter Rail South	40.509064	-111.905535	S17.67	89	No			
Bangerter Highway Underpass	Commuter Rail South	40.496959	-111.914104	S18.64	255.84	No			
14400 South Underpass	Commuter Rail South	40.487181	-111.921009	S19.39	43.17	No			
Jordan & Salt Lake City Canal Culvert	Commuter Rail South	40.46519	-111.933186	S21.07	915.67	Yes	Sunday		
Jordan River I Bridge	Commuter Rail South	40.462788	-111.933219	S21.22	131.48	Yes	Sunday		
South Jordan Canal Culvert Frontrunner	Commuter Rail South	40.461368	-111.933268	S21.31	124.875	Yes	Sunday		
Jordan River II Bridge	Commuter Rail South	40.443335	-111.922472	S22.76	125.41	Yes	Sunday		

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Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
East Jordan Canal Crossing	Commuter Rail South	40.443015	-111.922122	S22.78	87	Yes	Sunday		
Lehi Station Pedestrian Underpass	Commuter Rail South	40.425683	-111.895773	S24.66	117.33	No			
2300 West Underpass	Commuter Rail South	40.416178	-111.886396	S25.51	88	No			
2100 North Frontage Rd Underpass	Commuter Rail South	40.413327	-111.882915	S25.86	557	No			
Lehi Irrigation Bridge	Commuter Rail South	40.39475	-111.861015	S27.50	78	Yes			
500 West Lehi Box Culvert	Commuter Rail South	40.391655	-111.857281	S27.78	37.16	Yes			
Dry Creek (Lehi) Box Culvert	Commuter Rail South	40.390675	-111.856382	S27.87	23	Yes			
Mill Creek Bridge	Commuter Rail South	40.70706869	-111.9065222	S3.80	46	Yes	Sunday		
American Fork River Bridge	Commuter Rail South	40.367665	-111.799357	S31.57	48.33	Yes			
3300 South Bridge (Inspected Structure)	Commuter Rail South	40.70005	-111.904147	S4.33	161	No			
Provo River Bridge	Commuter Rail South	40.240174	-111.688195	S42.19	80.58	Yes			
Central Ave. Underpass	Commuter Rail South	40.682307	-111.898188	S5.57	63.33	No			
Big Cottonwood Creek Culvert	Commuter Rail South	40.68140237	-111.8977876	S5.62	110	Yes			
4500 South Underpass	Commuter Rail South	40.674629	-111.896551	S6.12	117	No			

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Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
Little Cottonwood Creek Culvert	Commuter Rail South	40.664695	-111.895599	S6.78	95	Yes			
5300 South Underpass	Commuter Rail South	40.655247	-111.898025	S7.47	204	No			
Westbound I-215 Underpass	Commuter Rail South	40.63583	-111.901741	S8.84	231.75	No			
Eastbound I-215 Underpass	Commuter Rail South	40.635049	-111.901802	S8.90	159.76	No			
Winchester Street Underpass	Commuter Rail South	40.6324377	-111.902543	S9.06	123.25	No			
7200 South Underpass	Commuter Rail South	40.62082775	-111.9052955	S9.88	129.84	No			
5400 South Bridge- Garfield Line (FRA Bridge)	Garfield Line	40.652816	-112.004233		141.3	No			
UPRR Portal	MID JORDAN TRAX	40.631443	-111.902676	J0.35	40.17	No			
7200 South Underpass (Eastbound)	MID JORDAN TRAX	40.62086847	-111.907562	J1.17	150.34	No			
7200 South Underpass (Westbound)	MID JORDAN TRAX	40.62084154	-111.9076577	J1.17	161.5	No		Below Deck Membrane/Includes Parapet Walls and Handrails	
700 West Underpass (Eastbound)	MID JORDAN TRAX	40.61740079	-111.9102475	J1.4	160	No			

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Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
700 West Underpass (Westbound)	MID JORDAN TRAX	40.617451	-111.910209	J1.5	160.5	No		Below Deck Membrane/Includes Parapet Walls and Handrails	
Jordan River Bridge (Eastbound)	MID JORDAN TRAX	40.61518037	-111.9207148	J2.1	99.19	Yes			
Jordan River Bridge (Westbound)	MID JORDAN TRAX	40.615346	-111.920639	J2.10	99.18	Yes			
7800 South Underpass (Eastbound)	MID JORDAN TRAX	40.609657	-111.922016	J2.52	193.67	No			
7800 South Underpass (Westbound)	MID JORDAN TRAX	40.609642	-111.922057	J2.52	252.26	No		Below Deck Membrane/Includes Parapet Walls and Handrails	
North Jordan Canal Culvert	MID JORDAN TRAX	40.60822079	-111.9238726	J2.64	264.67	Yes			
South Jordan Canal Culvert	MID JORDAN TRAX	40.601515	-111.948453	J3.99	17.92	Yes			
UT & SL Canal Bridge-(Eastbound)	MID JORDAN TRAX	40.597959	-111.960766	J4.6	34.17	Yes			
UT & SL Canal Bridge-(Westbound)	MID JORDAN TRAX	40.597959	-111.960766	J4.7	30	Yes			
Bangerter Highway Underpass (EB)	MID JORDAN TRAX	40.59321781	-111.9771306	J5.5	190	No			

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Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
Bangerter Highway Underpass (WB)	MID JORDAN TRAX	40.59327077	-111.9772325	J5.6	156.66	No		Below Deck Membrane/Includes Parapet Walls and Handrails	
Utah Lake Distribution Canal Box Culvert	MID JORDAN TRAX	40.59333	-111.97782	J5.63	18.5	Yes			
Bingham Creek Trail Pedestrian Tunnel	MID JORDAN TRAX	40.563012	-112.02472	J9.02	99	No			
Bingham Creek Culvert	MID JORDAN TRAX	40.56253	-112.024751	J9.05	281	No			
State Street Bridge	NORTH/SOUTH TRAX	40.608224	-111.890672	NS11.0	204.25	No		Below Deck Membrane/Includes Parapet Walls and Handrails	
Jordan & SL Canal Bridge	NORTH/SOUTH TRAX	40.60604	-111.888531	NS11.2	22.67	Yes			
East Jordan Canal Culvert (9000 South Station)	NORTH/SOUTH TRAX	40.589065	-111.885759	NS12.38	52.75	Yes			
Mill Creek Box Culvert (FRA)	NORTH/SOUTH TRAX	40.70628072	-111.8969249	NS4.1	16.5	Yes			
Big Cottonwood Creek Bridge	NORTH/SOUTH TRAX	40.680598	-111.894554	NS5.8	61	Yes			
4500 South Bridge	NORTH/SOUTH TRAX	40.674492	-111.89668	NS6.3	161	No		Below Deck Membrane/Includes Parapet Walls and Handrails	

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Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
Little Cottonwood Creek Headwall	NORTH/SOUTH TRAX	40.663932	-111.893951	NS7.0	31	Yes			
5300 South Bridge	NORTH/SOUTH TRAX	40.655556	-111.897746	NS7.6	187	No	Night	Below Deck Membrane/Includes Parapet Walls and Handrails	
I-215 Bridge (Northbound)	NORTH/SOUTH TRAX	40.635281	-111.898268	NS9.0	228	No		Below Deck Membrane/Includes Parapet Walls and Handrails	
I-215 Bridge (Southbound)	NORTH/SOUTH TRAX	40.635	-111.898368	NS9.0	261.5	No		Below Deck Membrane/Includes Parapet Walls and Handrails	
University									
600 West Bridge	WEST VALLEY TRAX	40.722706	-111.906636	WV0.5	132.14	No	Night		
Roper Yard Bridge	WEST VALLEY TRAX	40.723734	-111.908909	WV0.6	780	No	Night		
900 West Bridge	WEST VALLEY TRAX	40.723517	-111.917435	WV1.1	165	No	Night		
Jordan River Bridge	WEST VALLEY TRAX	40.723234	-111.922872	WV1.4	200.53	Yes			
Jordan River Trail Culvert	WEST VALLEY TRAX	40.722877	-111.92331	WV1.47	55	No	Night		

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Asset Name	SubSystem	Latitude	Longitude	MilePost 1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility-Elements	Comments
Brighton Canal Culvert	WEST VALLEY TRAX	40.71152	-111.933939	WV2.63	48	Yes			
Decker Lake Outfall Culvert	WEST VALLEY TRAX	40.71151152	-111.9339297	WV2.67	1056	Yes			
I-215 Bridge	WEST VALLEY TRAX	40.703777	-111.953006	WV3.9	270	No	Night		

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Exhibit B – Pricing

Years 1 thru 3: $1,072,500.00 ($983,068.88 HDR Estimate + $89,431.12 Provisional Sum) **

LABOR Name	Position	Job Code	Hours	Actual Rate	Adjusted Rate *	Total
Stephanie Serpico	Project Principal General	PJM33	12	121.22	128.01	1,536.15
David McClary	Engineer Construction Sr.	ECO30	40	117.25	123.82	4,952.80
David McCune	Engineer Bridge Sr	EBR30	12	107.08	113.08	1,356.96
Curt McDonald	Engineer Bridge Sr	EBR30	30	98.84	104.38	3,131.35
Colby Christensen	Quality Control Reviewer	QCR10	24	88.04	92.97	2,231.36
Nash Wilson	Project Manger Engineer	PJM13	220	68.89	72.75	16,005.05
Jordan Monroe	Engineer Bridge	EBR20	338	52.25	55.18	18,650.10
Teddy Moffett	Engineer Bridge	EBR20	338	45.69	48.25	16,308.57
Brandon Reda	Construction Inspector 2	CIN20	762	47.57	50.24	38,279.50
Richard Tegatz	Engineer Bridge	EBR20	338	40.95	43.24	14,616.68
Mason Maxfield	EIT Bridge	EBR10	338	37.64	39.75	13,435.21
Randi Manning	Project Coordinator	ADM02	12	37.47	39.57	474.84
Maddi Easton	Accountant	ACT03	30	30.74	32.46	973.88
Dashboard	Dashboard	XXX##	612	142.00	149.96	91,773.62
Load Ratings	Load Ratings	UNK##	500	168.00	177.41	88,706.90

* Rate reflects 5% inflation on 2024 rates

Subtotal		3,606 hrs	$	312,432.97
Overhead (OH)	157.28%			491,394.58
Direct Labor plus OH			$	803,827.55
Fixed Fee	12.0%			96,459.31
		Total Labor Cost	$	900,286.86

DIRECT EXPENSES				
Miscellaneous	FCCM, Postage, Freight, Supplies		$	892.62
Travel	Mileage, Auto, Airfare, Meals, Lodging			26,376.40
Mapping/Photos/Supplies	Maps, Film, Photography, Processing			-
Reproduction	Copies, Printing, Plots			213.00
Communication	Web hosting, etc.			-
Add Ons				5,300.00
Total Direct Expenses		Total Direct Expenses	$	32,782.02
		Total HDR Costs	$	933,068.88

SUBCONTRACTORS				
	Marine Solutions		$	50,000.00
		Total Subcontractors	$	50,000.00
		TOTAL PROJECT COST	$	983,068.88

**The amount of $1,072,500.00 and associated above table represents years 1-3 of contract (yr1 2024/25, yr2 2025/26, yr3 2026/27).

**Years 4 and 5 (yr4 2027/28, yr5 2028/29) are "option years" on the contract with an anticipated contract amount of $285,000 each year.

This will bring the total contract "Not to Exceed" amount to $1,642,500, which is the approved requisition amount.

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	Fee	#bridges
HDR Fee	$933,068.88	247
Marine Solutions	$50,000.00	5
Total	$983,068.88	252

Year		2024		2025		2026		Total
Annual Budget		$327,689.63		$327,689.63		$327,689.63		$983,068.88
Invoice #		Fee	Withhold	Fee	Withhold	Fee	Withhold	
1) Kickoff - Submit Schedule & Format	10%	$32,768.96	($1,638.45)	$32,768.96	($1,638.45)	$32,768.96	($1,638.45)	$93,391.54
2) 20% Inspected and Reports Submitted	20%	$65,537.93	($3,276.90)	$65,537.93	($3,276.90)	$65,537.93	($3,276.90)	$186,783.09
3) 50% Inspected and Reports Finalized	30%	$98,306.89	($4,915.34)	$98,306.89	($4,915.34)	$98,306.89	($4,915.34)	$280,174.63
4) 75% Inspected and Reports Finalized	20%	$65,537.93	($3,276.90)	$65,537.93	($3,276.90)	$65,537.93	($3,276.90)	$186,783.09
5) 100% Inspected and Reports Finalized	20%	$65,537.93	($3,276.90)	$65,537.93	($3,276.90)	$65,537.93	($3,276.90)	$186,783.09
6) End of Year Final Verification	5%		$16,384.48		$16,384.48		$16,384.48	$49,153.44

Contingency inspections will be performed as needed and will be paid out on a per inspection basis upon submission of final report.

The pricing contained in the tables represents an estimate of costs based on projected workload. Actual costs shall be based upon the actual work performed as directed by UTA. The contract contains no guaranteed minimum hours. Actual work performed will be based upon the needs of UTA.

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G&A and are fixed for the life of the contract subject to a yearly 3% escalation factor. The variables for years 2 and 3 and option years 1 and 2 are the type and amount of effort required. Those variables will be determined and negotiated on a yearly basis in order to arrive at NTE pricing for each subsequent year of the contract including options if they are exercised by UTA.

The $89,431.12 provisional sum will not be made available to the contractor unless specifically authorized by the UTA Program Manager due to unforeseen in-scope challenges or requirements.

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2024 - 2028 UTA Bridge Inspections
Estimate of Person Hours
HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	NAME, POSITION AND JOB CODE															HOURS	TASK NO	Labor DOLLARS	Total DOLLARS
			Stephanie Serpico	David McClary	David McCune	Curt McDonal	Colby Christense	Nash Wilson	Jordan Monroe	Teddy Moffett	Brandon Reda	Richard Tegatz	Mason Maxfield	Randi Manning	Maddi Easton	Dashboard	Load Ratings				
			Project Principal General	Engineer Construction Sr.	Engineer Bridge Sr	Engineer Bridge Sr	Quality Control Reviewer	Project Manger Engineer	Engineer Bridge	Engineer Bridge	Construction Inspector 2	Engineer Bridge	EIT Bridge	Project Coordinator	Accountant	Dashboard	Load Ratings	PER TASK		PER TASK	PER TASK
		ODC - Direct Expenses																	ODC		$ 32,782.02
1		**Task 1 Inspections**	0	24	0	0	0	56	148	148	360	148	148	0	0	0	0	**1032**	**1**	**$ 52,720.92**	**$ 151,917.23**
		Perform Inspections		24				56	148	148	360	148	148					1032		$ 52,720.92	$ 151,917.23
2		**Task 2 Reports**	0	8	0	0	0	28	74	74	180	74	74	0	0	0	0	**512**	**2**	**$ 25,865.18**	**$ 74,531.45**
		Create Reports		8				28	74	74	180	74	74					512		$ 25,865.18	$ 74,531.45
3		**Task 3 QA/QC**	0	8	0	0	24	28	74	74	180	74	74	0	0	0	0	**536**	**3**	**$ 28,096.54**	**$ 80,961.19**
		QA/QC Reports		8			24	28	74	74	180	74	74					536		$ 28,096.54	$ 80,961.19
4		**Task 4 Project Management/M**	12	0	12	30	0	108	42	42	42	42	42	12	30	12	0	**426**	**4**	**$ 27,069.30**	**$ 78,001.17**
		Project Reviews	12		6	12		12						12	12			66		$ 5,204.56	$ 14,997.13
		Invoice Preparation						18							18			36		$ 1,893.83	$ 5,457.14
		RWP and UPRR Trainings						36	36	36	36	36	36					216		$ 11,138.67	$ 32,096.48
		Annual Kickoffs			6	6		6	6	6	6	6	6					48		$ 3,161.20	$ 9,109.11
		Monthly PM Coordination						24										24		$ 1,746.01	$ 5,031.19
		Dashboard Coordination				12		12								12		36		$ 3,925.03	$ 11,310.12
5		**Task 5 Dashboard/Mo**	0	0	0	0	0	0	0	0	0	0	0	0	0	600	0	**600**	**5**	**$ 89,974.14**	**$ 259,263.72**
		Create Dashboard														400		400		$ 59,982.76	$ 172,842.48
		Create Mobile Application														200		200		$ 29,991.38	$ 86,421.24
6		**Task 6 Load Ratings**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	**500**	**6**	**$ 88,706.90**	**$ 255,612.13**
		Prepare Load Ratings															500	500		$ 88,706.90	$ 255,612.13
Direct Labor Total			12	40	12	30	24	220	338	338	762	338	338	12	30	612	500	**3606**		**$ 312,432.98**	**$ 933,068.91**
Direct Labor Rates			128.01	123.82	113.08	104.38	92.97	72.75	55.18	48.25	50.24	43.24	39.75	39.57	32.46	149.96	177.41				

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2024 - 2028 UTA Bridge Inspections					
Direct Expenses- HDR					
	Unit Cost	**Unit**	**Quantity**	**Sum**	**Total**
MISCELLANEOUS					
FCCM (Cost of Money)	0.2857%		312,433	**892.62**	
Shipping		each		-	
Postage (2024)	0.68	each		-	
Project Documentation Searches	-	each		-	
Equipment, Misc.				-	
Noise Meter	75.00	day		-	
N/A	-	LS		-	
Public Involvement				-	
Postage - Fliers / postcards (2024)	0.53	each		-	
Boards	-	each		-	
Misc.(refreshments)	-	LS		-	
Advertisements in Newspaper- Display	-	each		-	
Building Rental for Public Meetings	-	each		-	
Stenographer (Court Reporter)	-	each		-	
Public Notices / Social Media	-	each		-	
Subtotal					$ 892.62
TRAVEL				-	
Personal Mileage	0.670	Mile		-	
HDR Vehicle Mileage	0.670	Mile	3,700	**2,479.00**	
Airfare	650.00	Trip	12	**7,800.00**	
Hotel/Lodging Including Tax in SLC/Salt Lake County ~ Per 2024-0105 Travel Memo	145.69	day	60	**8,741.40**	
Meals (Full Day Per Diem in SLC/Salt Lake County) ~ Per 2024-0105 Travel Memo	64.00	day	36	**2,304.00**	
Meals (First/Last Day Per Diem in SLC/Salt Lake County) ~ Per 2021-0105 Travel Memo	48.00	day	24	**1,152.00**	
Hotel/Lodging Including Tax CONUS ~ Per 2021-0105 Travel Memo		day		-	
Meals (Full Day Per Diem CONUS) ~ Per 2021-0105 Travel Memo		day		-	
Meals (First/Last Day Per Diem CONUS) ~ Per 2021-0105 Travel Memo		day		-	
Parking	12.00	day	60	**720.00**	
Rental Car	35.00	day	60	**2,100.00**	
Rental Car Gas	4.00	gallon	120	**480.00**	
Ground Transportation (UBER/LYFT/Taxi)	12.00	trip	50	**600.00**	
Subtotal					26,376.40
MAPPING, PHOTOS AND SUPPLIES					
Maps		each		-	
Photos and Photography supplies		each		-	
Subtotal					-
REPRODUCTION					
8.5x11 B\W Copies	0.06	each	100	**6.00**	
8.5x11 Color Copies	0.16	each	900	**144.00**	
11x17 B\W Copies	0.21	each	100	**21.00**	
11X17 Color Copies	0.42	each	100	**42.00**	
Newsletters Reproduction (quantity)	-	each		-	
Fliers Reproduction	-	each		-	
Handout Reproduction	-	each		-	
Meeting Reports Reproduction	-	each		-	

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Plots					
11x17 B\W Plots	1.05	each		-	
11X17 Color Plots	1.26	each		-	
22X34 B\W Plots	4.20	each		-	
22X34 Color Plots	5.04	each		-	
30X42 GIS Plots	6.83	each		-	
36X60 Color Plots (Glossy)	72.98	each		-	
Subtotal					213.00
COMMUNICATION					
Web Hosting		each		-	
Subtotal					-
Add Ons					
Manlift Rental	1,000	each	5	5,000.00	
Paint and Markers	100	year	3	300.00	
Subtotal					5,300.00
Total HDR Direct Expenses					**$ 32,782.02**

Staffing Plan

2024 - 2028 UTA Bridge Inspections

Name	Function on Project	Title in HDR	Certification Category	Certificate or License Number	Current Pay Rate	Proposed Pay Rate	Estimated Hours
Stephanie Serpico	Project Principal General				121.22	128.01	12
David McClary	Engineer Construction Sr.				117.25	123.82	40
David McCune	Engineer Bridge Sr				107.08	113.08	12
Curt McDonald	Engineer Bridge Sr				98.84	104.38	30
Colby Christensen	Quality Control Reviewer				88.04	92.97	24
Nash Wilson	Project Manger Engineer				68.89	72.75	220
Jordan Monroe	Engineer Bridge				52.25	55.18	338
Teddy Moffett	Engineer Bridge				45.69	48.25	338
Brandon Reda	Construction Inspector 2				47.57	50.24	762
Richard Tegatz	Engineer Bridge				40.95	43.24	338
Mason Maxfield	EIT Bridge				37.64	39.75	338
Randi Manning	Project Coordinator				37.47	39.57	12
Maddi Easton	Accountant				30.74	32.46	30
Dashboard	Dashboard				142.00	149.96	612
Load Ratings	Load Ratings				168.00	177.41	500
HDR Subtotal							**3,606**
Total Project							**3,606**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Dave Hancock, Chief Capital Services Officer
PRESENTER(S):	Jared Scarbrough, Director of Capital Design & Construction Andrea Pullos, Project Manager

TITLE:

Change Order: Mid-Valley Express Bus Rapid Transit (MVX) Construction Change Order No. 1 - Authorization to Proceed No. 2 (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Change Order No. 1 - Authority to Proceed No. 2 (ATP2) and associated disbursements with Stacy & Witbeck Inc (SWI) in the amount of $13,978,978 with $3,400,000 to be allocated in 2024.

BACKGROUND:
On January 24, 2024, UTA Board of Trustees approved a Contract with Stacy and Witbeck, Inc (SWI) to construct the MidValley BRT (MVX) project and issued an Approval to Proceed No. 1 (ATP1) for Phase I work on the project. In order to keep the project on schedule, in March 2024 UTA requested FTA to issue a Letter of No Prejudice (LONP) for the project to continue work prior to receiving final grant approval. The LONP was approved by FTA on May 15, 2024.

DISCUSSION:
UTA staff is requesting approval to execute Change Order No. 1 and issue ATP2 on the Stacy and Witbeck, Inc contract for the MVX project. FTA has issued a LONP to allow work that is time critical to keep the project on schedule and allow for construction during the 2024 summer construction season. There is funding in 2024, 2025, and 2026 to cover these costs.

UTA staff will come to the Board for final approval of the contract once the full funding grant is received from the FTA.

That is expected to take place in the fall of 2024.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	23-03786-01
Base Contract Effective Dates:	January 10,2024 - December 31, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	$4,090,470 (ATP1)
Amendment Amount:	$13,978,978 (ATP2)
New/Total Contract Value:	$18,069,448 (With ATP2)
Procurement Method:	RFP
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

If this change order is not approved UTA will lose almost an entire construction season and negate the need for the LONP

FISCAL IMPACT:

Funds are available in the 2024 and 2025 years of the capital plan to cover these costs.

All funds will come from the MSP253-Mid-Valley Connector capital project in the 2024-2028 Five Year Capital Plan.

2024 Capital Budget: $10,000,000

2025 Capital Plan: $45,700,000

2026 Capital Plan: $44,987,000Total Change Order #1 $13,978,978 ($3,400,000 for 2024 and $10,578,978 for 2025)

Staff will return to the Board for final approval of the contract once the full funding grant is executed with the FTA. That is expected to take place in the fall of 2024.

ATTACHMENTS:

1) Change Order No. 1 - ATP 2
2) MVX BRT LONP request 03.18.2024_FINAL EXECUTED
3) UT Salt Lake Co Midvalley LONP APPROVAL LETTER

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

CHANGE ORDER

No. 1

TITLE: Mid-Valley BRT (MVX) Phase II LONP ATP Construction Services

DATE: 5/30/2024

PROJECT/CODE: MSP253 - Mid-Valley Connector

This is a change order to CONTRACT No: 23-03786VW

TO: Stacy and Witbeck, Inc.

ATTN: Maverick Gibbons

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

Contract modification to authorize the issuance of an Authorizaton to Proceed No. 2 (ATP2) and associated disbursements with Stacy & Witbeck Inc (SWI) in the amount of $13,978,978 with $3,400,000 to be allocated in 2024.

UTA staff is requesting approval to execute Change Order No. 1 and issue ATP2 to the Stacy & Witbeck, Inc contract for the Mid-Valley Connector BRT (MVX) project. FTA has issued a LONP to allow work that is time-critical to keep the project on schedule and allow for construction during the 2024 summer construction season. There is funding in UTA's approved Five (5)-Year Capital Plan for 2024, 2025, and 2026 to cover these costs:

2024 Budget: $10,000,000
2025 Budget: $45,700,000
2026 Budget: $44,987,000
UTA staff will come to the Board for final approval of the contract once the full funding grant is received from the FTA. That is expected to take place in the fall of 2024.

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

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

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:	$13,978,978	Original Contract Sum:	$4,090,470	Final Completion Date Prior to This Change:	12/31/2026
Unit Cost:	-	Net Change by Previously Authorized Changes:	$0	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	$4,090,470	Final Completion Date as of This Change Order:	12/31/2026
T&M NTE:	-	Net Change This Change Order:	$13,978,978		
Total:	$13,978,978	Current Project Total:	$18,069,448		

ACCEPTED:
By: DocuSigned by: C963A5B280B24C0...
Date: 5/21/2024
Maverick Gibbons
Stacy and Witbeck, Inc.

By:
Date:
Andrea Pullos
Project Manager <$25,000

By:
Date:
Jared Scarbrough
Director of Design & Construction <75,000

By:
Date:
David Hancock
Chief Service Dev Officer <$200,000

By:
Date:
Vicki Woodward
Procurement

By: DocuSigned by: Michael Bell 70E33A415BA44E6...
Date: 5/22/2024
Mike Bell
Attorney General >$10,000

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

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Change Order Summary Worksheet

Previously Authorized Changes

Contract	23-03786VW SWI

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			$4,090,470	
Total to Date		$		

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March 18, 2024

Cindy Terwilliger
Regional Administrator
Federal Transit Administration Region 8 Office
Byron Rogers Federal Building
1961 Stout Street, Suite 13-301
Denver, CO 80294

RE: MidValley Bus Rapid Transit Project Letter of No Prejudice Request

Dear Regional Administrator Terwilliger:

As per the Federal Register Notice re: LONP, Utah Transit Authority (UTA) requests a Letter of No Prejudice (LONP) to begin early construction activities for the MidValley Bus Rapid Transit Project (Project). Full federal funding for the BRT project is not anticipated until later in 2024 and while UTA acknowledges FTA's approval of a LONP is neither an expressed nor an implied commitment that federal dollars will be approved for this project, UTA would still like to move forward with the project and remain in compliance with federal regulations.

This letter will include the following information to outline the needs of the project and justify the request for an LONP:

- Description of activities to be covered by the LONP
- Justification of activities including an assessment of consequences of the project scope, schedule, and budget if the LONP is not approved
- Allocated level of risk and contingency for the requested activities.

Summary of request

UTA is requesting an LONP in the amount of $14,678,978 to construct critical project elements as follows: (details can be found in **Table 1**).

- Salt Lake Community College Hub Phase 1 Construction of Parking Lot
- Salt Lake Community College Hub Phase 2 Transit Hub Construction
- West Valley Transit Hub Phase 1 Transit Hub
- Station Platforms - 3800 S SB & NB, 4100 S SB, 4500 S NB & SB, 4700 S NB & SB, Atherton E WB, and Sunstone NB
- 4700 S Shoulder and Parkway Construction

The $14 million requested for the LONP will allow UTA to begin construction in May and continue through the 2024 construction season. Requesting funds for most of 2024 provides a contingency if something delays the FFGA until later in the year.

While full federal funding is currently anticipated in June of 2024 (when the construction went out to bid, funding was anticipated for early April), waiting for the funding will reduce the construction season by 70%. This could push the opening from August 2026 to April 2027.

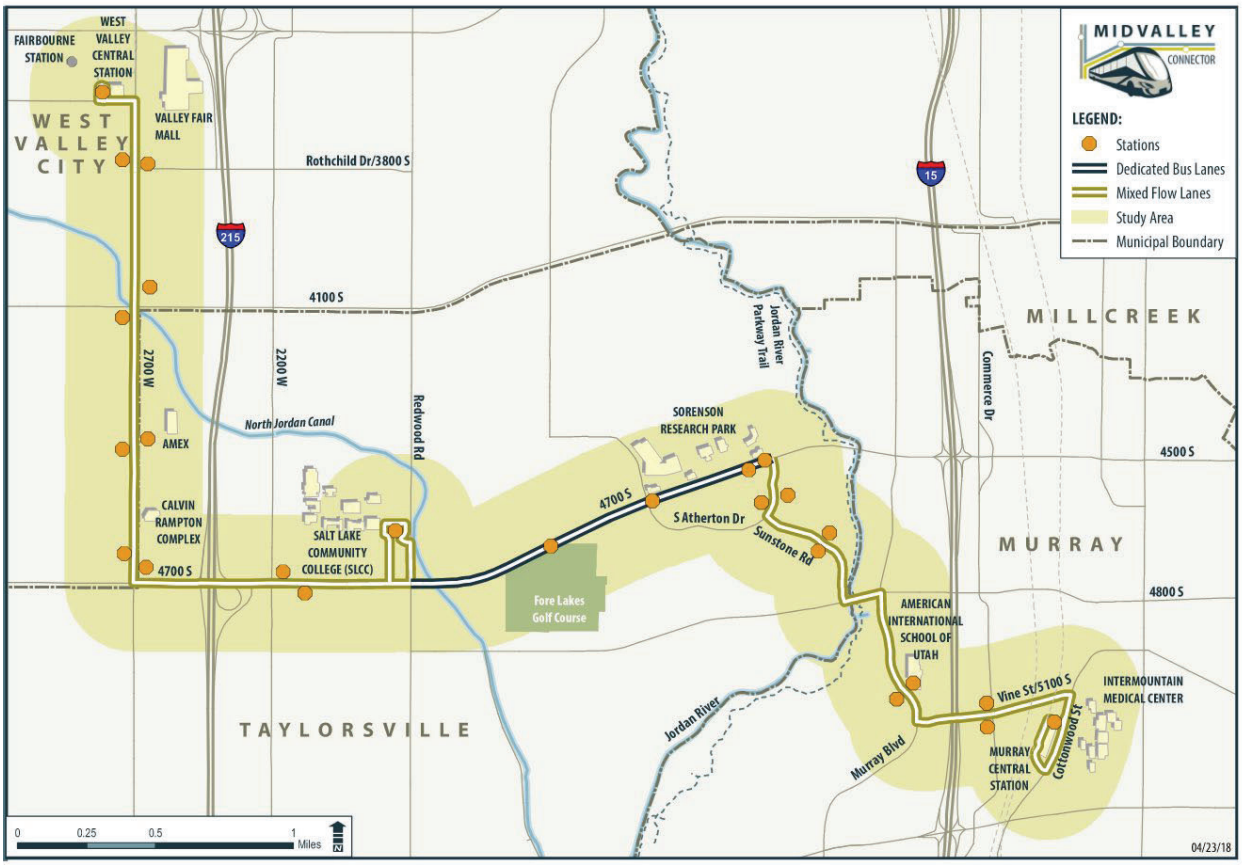
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UTA does have access to the state funds that make up the match for this project. These funds can be used while UTA is waiting for federal reimbursement if the LONP is approved. The intent of the LONP is to allow UTA to continue working and preserve the project schedule without jeopardizing federal funding.

Background

This MidValley BRT project will construct a 7.3 mile-long bus rapid transit project from our Murray Central FrontRunner commuter /TRAX station through Taylorsville to the West Valley Central TRAX station with a spur to SLCC. See **Figure 1 – MidValley BRT Alignment**. A locally preferred alternative (LPA) was selected in June 2019 and the project entered Small Starts Project Development in September 2022. A Finding of No Significant Impact was issued in September 2022. In October 2022 FTA allocated $62.8M of Small Starts funds in fiscal year 2024 funding to this project which has an overall rating of *Medium-High.*

Figure 1 – MidValley BRT Alignment



The Project is being delivered using the Design/Bid/Build delivery method. UTA finalized the construction contract with Stacy and Witbeck, a civil construction contractor, in January 2024.

UTA has issued a Notice to Proceed (NTP) to the contractor for pre-award authority items such as utility and canal work in January 2024 and plan to update the NTP to for all remaining construction items once the grant has been approved. *Authorization of this LONP will allow construction to begin prior to the issuance of the*

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grant to allow the project to remain on schedule by completing critical path items, take advantage of the full construction season, and abide by commitments made to property owners.

An executed single year grant agreement (Grant) is currently expected in June 2024 - following additional review from the Project Management Oversight Contractor (PMOC), FTA, additional Administration offices and a 10-day statutory congressional review provided a budget has been allocated for the project. All items required for this review have been submitted to the PMOC who is in the process of drafting the readiness report.

UTA has begun many of the pre-award authority activities for the project:

- Right of Way Acquisitions - Began in September of 2022 for full property acquisitions and partial takes.
- Final design completed July 2022.
- Early utility relocations.
- Relocation of a canal crossing scheduled to begin when water is shut off in the canal March 25, 2024.

Description and justification for proposed LONP activities

UTA is requesting an LONP for costs associated with the start of early construction activities identified in the project schedule in **Attachment 1**. **Table 1** below provides a list of the activities requested in this LONP, the justification for the work and discusses the impacts to the project cost and schedule. LONP work areas are shown in **Attachment 2.**

The ability to use an LONP to pursue the planned activities listed in **Table 1** is needed to avoid the delay of critical path items that would adversely affect project cost and schedule.

- Commitments made to property owners
    - Salt Lake Community College require that construction begins during the summer session to minimize disruptions to classes.
    - The Prince of Peace Lutheran Church School has requested that the disruption to the playground be completed during the very short window when school is out of session in July and August.
- Limited Construction Season
    - Utah has a limited construction season due to variable winter weather. Any given construction season could be cut short with excessive weather (winter 2022-2023 for example). The ability to begin construction earlier in 2024 ensures that there will be time to complete items before the snow falls.
    - A moratorium on work will be in place during extreme weather, cold and air quality episodes.

- Continuity of Construction Work
    - Stations are the critical path for this project. While we could begin the utility work on stations with pre-award authority, we would have to cover up the utilities we did because we would not be able to seamlessly move on to the next steps. This not only creates a remobilization out to the area, but it will also impact the adjacent property owners by having two disruptions and an incomplete frontage area between construction.

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Table 1 – LONP Planned Activities, Justification, and Impacts

Location	Activities	Justification	Impacts
Salt Lake Community College Hub Phase 1 Construction of Parking Lot	Demolition, Underground Utilities, Grading, Concrete Flatwork, Paving, Signing and Pavement Markings	A new parking lot must be constructed to replace parking areas that are being taken to construct the BRT Transit Hub. The ROW agreement requires that this construction be completed during the summer school break due to the reduced pedestrian and vehicular traffic. If this cannot be constructed in the 2024 summer break, the schedule will be delayed until summer of 2025. The delay affects the over all project phasing and has cost escalations impacts.	Increased cost of labor, equipment, and material due to cost escalation for the one year delay, estimated at 5% of the construction cost
Salt Lake Community College Hub Phase 2 Transit Hub Construction	Demolition, Underground Utilities, Grading, Concrete Flatwork, Paving, and Station Construction	The SLCC Campus construction consists of 3 phases that must be constructed in sequence with only minor overlap. The overall schedule for the 3 phases is 1 year. If phase 1 is delayed until the summer of 2025 for the reason provided above, the over all schedule for SLCC will be extended to June of 2026. This will not allow enough time to allow for testing and commissioning for an August 2026 revenue ready date and thus delaying the entire schedule.	Increased cost of labor, equipment, and material due to cost escalation for one year, estimated at 5% Delayed revenue ready date by at least 6 months
West Valley Transit Hub Phase 1 Transit Hub	Demolition, Underground Utilities, Grading, and Station Construction	To balance and fully utilize project construction resources, construction of the West Valley Hub needs to begin as activities are completed on the SLCC Hub. Failure to keep resources utilize will result in additional cost due to, standby, inefficiencies and demobilization and re-mobilization costs.	Constructing multiply hubs simultaneously will require additional resources that will increase construction costs by up to 10%
Station Platforms - 3800 S SB & NB, 4100 S SB, 4500 S NB & SB, 4700 S NB & SB, Atherton E WB, and Sunstone NB	Demolition, Underground Utilities, Grading, Station Construction, Concrete Flatwork and Paving	The construction of the station platforms is the critical path for the project. The timing for constructing the stations is driven by multiple factors including; phasing to avoid concurrent lane closures at 2 adjacent stations, phasing with overall transit hubs and roadway construction, timing of ROW acquisition, and labor/equipment utilization. With these constraints it is not feasible to accelerate the construction of station platforms and therefore a delay in the stations will result in a day for day delay of the overall schedule.	Accelerating the construction of stations by building more simaltaneously will increase traffic impacts, potentally require modifications to ROW agreements, and will require additional labor and equipment that will increase construction costs by up to 10%
4700 S Shoulder and Parkway Construction	Demolition, Underground Utilities, Retaining and Privacy Walls, Concrete Flatwork, HMA Paving, and Landscape Irrigation	The construction of 4700 S to add dedicated bus lanes requires 2 consecutive phases to comply with UDOT traffic requirements. The construction of both phases requires 23 months. As such there is only one month of float before the overall project begins being delayed. On the critical path of the 4700 S construction and early in the schedule is the installation of the privacy walls along the north side of the roadway. The ROW agreement with the Prince of Peace Lutheran Church, requires that this privacy wall be install along this parcel while the school is on summer break. If the casting of these custom made panels does not begin by early May, they will not be ready for installation for the 2024 summer break. Missing the 2024 window will cause added cost to remobilize the wall contractor in 2025 along with significant rephasing cost of succeeding activities including construction of the multi use path, irrigation, and landscaping.	Remobilization of privacy wall contractor along with one year of cost escallation for the Prince of Peace parcel. Rephasing/out of sequence construction for the adjacent scopes of work associated with the Prince of Peace parcel. Acceleration costs to maintain the schedule at up to 10% or a delay to the Revenue Ready date of six months to one year.

One of the biggest unknowns is when we will actually receive the FFGA. The contract went out to bid with the assumption that the federal funding would be available in April 2024. As of today, we anticipate the funding may be available in late June 2024, however, if that time frame doesn't occur, it would push the start of all these activities until award of the Grant and would delay planned project opening at a minimum from August 2026 to April. The later in 2024 the grant is awarded, the more the 2024 construction season is reduced.

Table 2 summarizes the Project cost impacts that would occur if work is delayed. These costs were based on 5% increase of all construction costs including administration and oversight. 5% was used as a general inflation factor to all items of work and materials. This inflation factor is an estimate that could vary over the time the delay occurs. The actual length of the delay can only be estimated based on today's knowledge so costs are estimates.

Specific line items that could potentially increase with the addition of a year for construction vary from all owner furnished items to fuel items. On the OGX project we saw an increase in fuel of 200% over 6 months.

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Every line item would have cost increases because of how the schedule was built to accommodate the schools and the property owners to have the most efficient construction possible.

Table 2 – Potential Cost Impacts

	Project Construction Cost under Baseline Schedule, with an LONP (April 2024)	Project Construction Cost if Critical Path Work Delayed until Grant Awarded
Year of Expenditure Costs	$67,100,000	$70,300,000
Increased Costs over Baseline with Delay		$3,200,000
Rate of Change from Baseline		4.8%

Risk and Contingency activities

A Risk and Cost Review was conducted from December 2023 for the Project. FTA, the Project Management Oversight Consultant and UTA discussed and agreed upon the acceptability of allocated risk and contingency for the Project. Additional unanticipated risk must be considered as the FFGA pushes.

- 2024 Construction Season reducing
    - It was never anticipated that the majority of a 2024 construction season would be impacted. The contingency submitted in the last round of reviews with the PMOC for the schedule was based on obtaining funding in June 2024. (The construction was bid out with the assumption the FFGA would be awarded in early April 2024). The further into the construction season before the FFGA is awarded the more the 2024 construction season reduces, pushing the project further out into the future.
- 'Not Meeting Community Expectations'.
    - The community initially thought the project would kick off in 2023, and then were notified it was a 2024 project. Pushing again could create the need to redo right of way agreements.
- Cost impacts for missing a construction season.
    - By pushing this project one construction season into the future could increase overall costs. These costs are estimated currently at approximately 5% per year. However, inflation is variable and those items could escalate over and above our contingency. State and Owner furnished materials can increase in costs as well as administrative costs that go along with the extra time.

The project has planned for over $9million in contingency. Without receiving an LONP, the contingency available for other items reduces to $6million.

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Standard Cost Category (SCC) Workbook

The Project has an estimated total cost of $104M in Year of Expenditure (YOE) dollars. This cost includes $74,355,000 for construction. A copy of the SCC Workbook is included with this letter as **Attachment 3**.

The cost breakdown of the direct activities associated with this LONP request is derived from the contractor as shown in summary in **Table 3** below and in detail in Attachment 3. The total LONP contractor construction costs are shown in **Attachment 4**. The LONP request is the amount needed to build during the entire 2024 construction season. This estimate allows for unanticipated delays with the FFGA and will keep construction moving until the grant is awarded.

Table 3 –LONP Summary Cost Breakdown

SCC #	DESCRIPTION	TOTAL COST	TOTAL LONP	% of Cost
10	GUIDEWAY & TRACK ELEMENTS	$ 9,824,000	$ 583,260	6%
20	STATIONS, STOPS, TERMINALS, INTERMODAL	$ 12,280,000	$ 1,179,139	10%
40	SITEWORK & SPECIAL CONDITIONS	$ 42,981,000	$ 9,596,939	22%
50	SYSTEMS	$ 9,270,000	$ 1,269,640	14%
	CONSTRUCTION TOTAL	$ 74,355,000	$ 12,628,978	17%
60	RIGHT OF WAY	$ 3,563,000	$ -	0%
80	PROFESSIONAL SERVICES	$ 17,148,000	$ 700,000	4%
90	CONTINGENCY	$ 9,046,000	$ 1,350,000	15%
	TOTAL	$ 104,112,000	$ 14,678,978	14%

Source of Funds

The Project's local funds total $41,312,000 which includes $2,370,000 of land donations. The remaining $62,800,000 is anticipated from the FTA 5309 Capital Investment Grant Small Starts Program. Local sources include:

- UTA Local Sales Tax $2,642,000
- State Transit Transportation Investment Fund - $22,800,000
- WFRC STP $2,000,000
- HB 43354 $11,000,000
- SB 277 $500,000
- West Valley City Land Donation $370,000
- SLCC Land Donation $1,000,000
- UDOT Land Donation $1,000,000

We appreciate FTA's review of this request as these components are critical to reduce overall risk to the project schedule and cost. Please contact Dave Hancock Chief Capital Service Officer with any questions regarding this information, at 801-227-3671 dhancock@rideuta.com.

Sincerely,

DocuSigned by:
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3/18/2024

Jay Fox
Executive Director

DocuSigned by:
Michael Bell
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3/18/2024

Mike Bell
UTA Legal Counsel

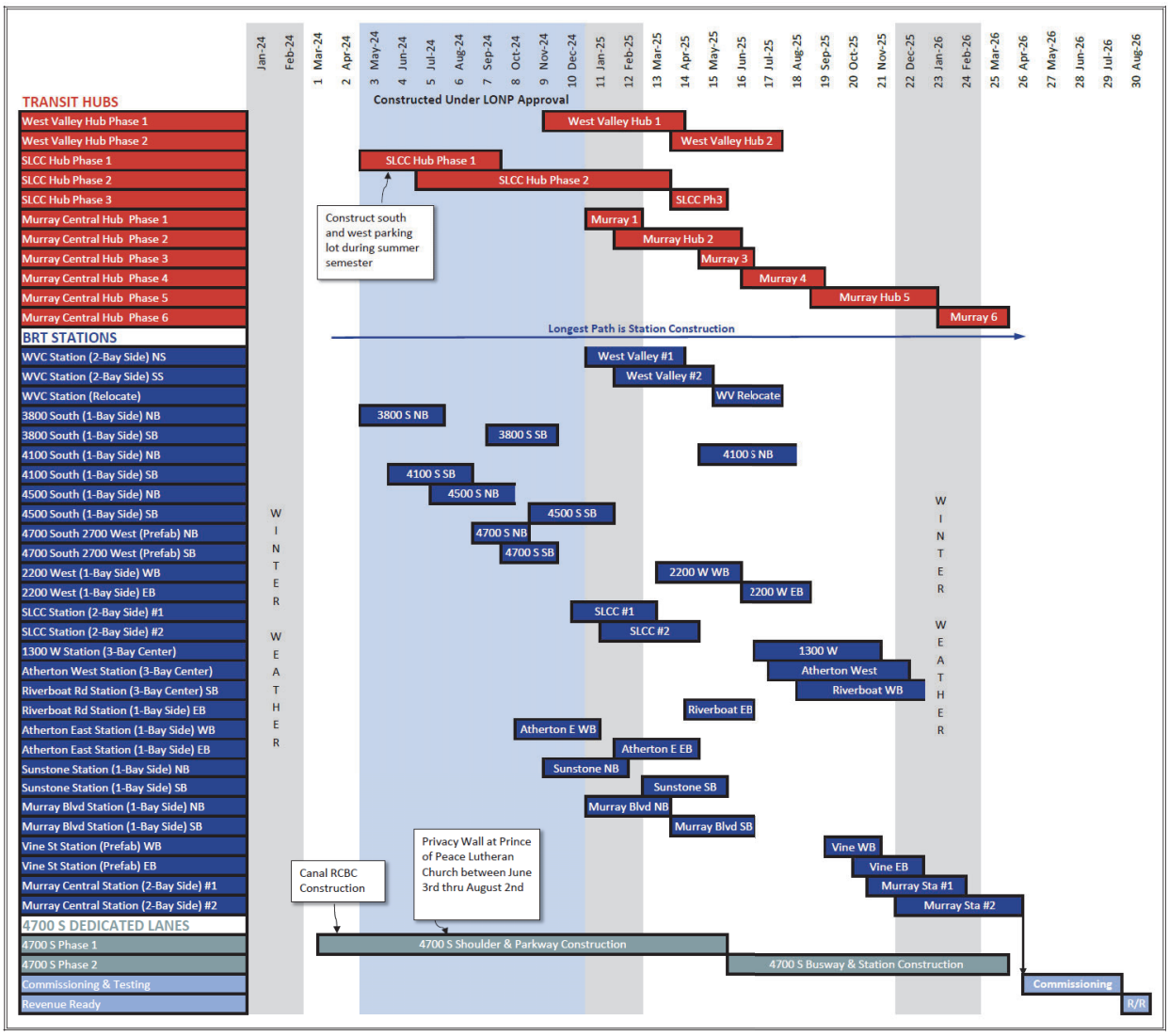
Attachments (4)

1- Project Schedule with LONP awarded
2- LONP Project Work Areas Map
3- Standard Cost Categories (SCC) Workbook
4- LONP Contractor Construction Costs

cc: David Beckhouse, FTA Region 8
Tiffany Gallegos, FTA Region 8
Mark Ferroni, FTA Headquarters
Sara Redd, FTA Headquarters
Kristina Evanoff, FTA Region 8
Tracy Young, UTA
Jared Scarbrough, UTA
Dave Hancock, UTA

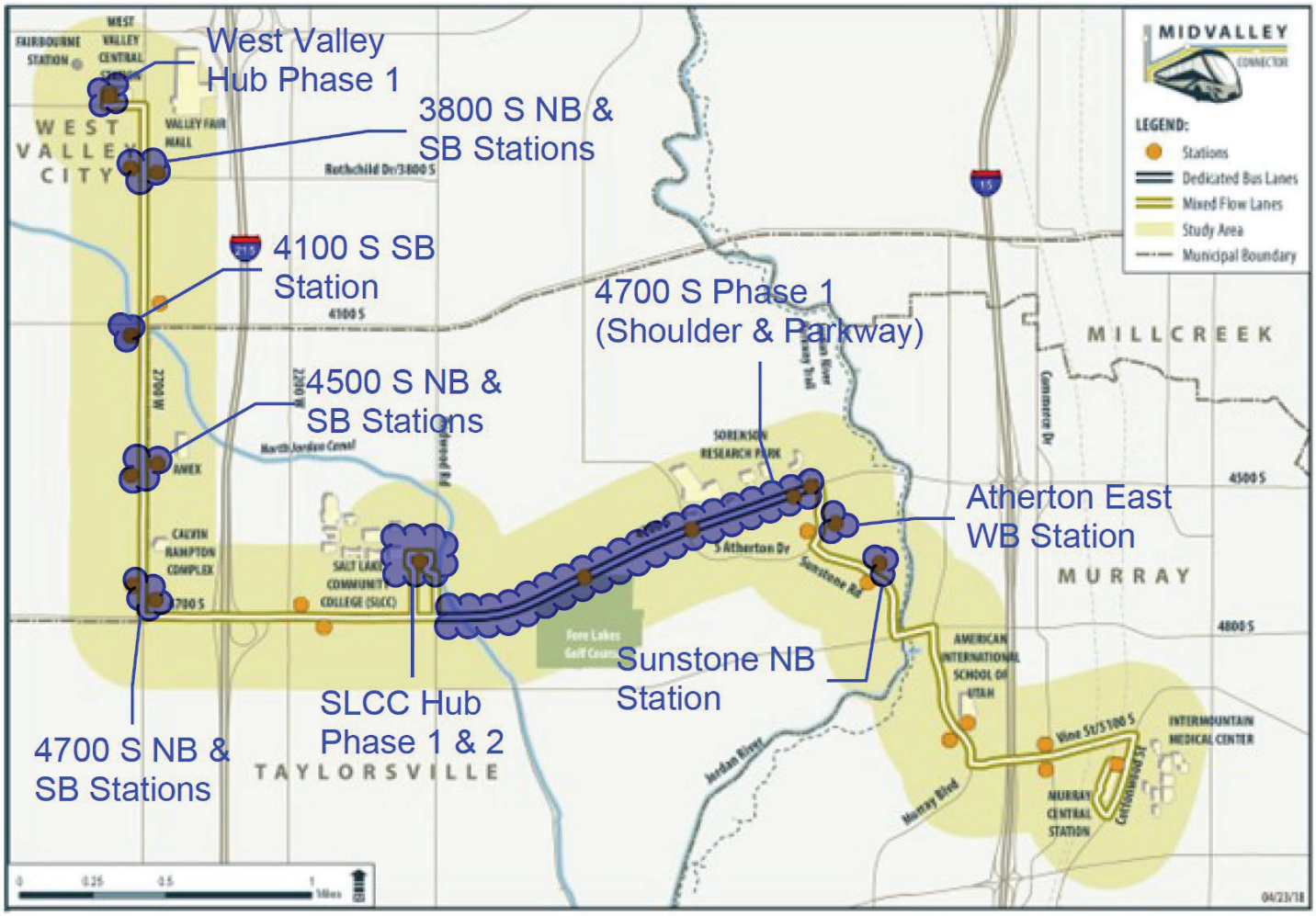
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Attachment 1
Project Schedule With LONP awarded



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Attachment 2
LONP Project Work Areas



Areas highlighted are the work areas in the proposed LONP

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Attachment 3
SCC Workbook

MAIN WORKSHEET-BUILD ALTERNATIVE

(Rev.23, May 2022)

Utah Transit Authority — Today's Date 2/9/24
Midvalley Connector BRT — Yr of Base Year $ 2023
Application for SSGA — Yr of Revenue Ops 2027

	Quantity	Base Year Dollars w/o Contingency (X000)	Base Year Dollars Allocated Contingency (X000)	Base Year Dollars TOTAL (X000)	Base Year Dollars Unit Cost (X000)	Base Year Dollars Percentage of Construction Cost	Base Year Dollars Percentage of Total Project Cost	YOE Dollars Total (X000)
10 GUIDEWAY & TRACK ELEMENTS (route miles)	**7.00**	8,000	800	**8,800**	**$1,257**	**13%**	**9%**	**9,824**
10.01 Guideway: At-grade exclusive right-of-way				0				0
10.02 Guideway: At-grade semi-exclusive (allows cross-traffic)	7.00	8,000	800	8,800	$1,257			9,824
10.03 Guideway: At-grade in mixed traffic				0				0
10.04 Guideway: Aerial structure				0				0
10.05 Guideway: Built-up fill				0				0
10.06 Guideway: Underground cut & cover				0				0
10.07 Guideway: Underground tunnel				0				0
10.08 Guideway: Retained cut or fill				0				0
10.09 Track: Direct fixation				0				0
10.10 Track: Embedded				0				0
10.11 Track: Ballasted				0				0
10.12 Track: Special (switches, turnouts)				0				0
10.13 Track: Vibration and noise dampening				0				0
20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)	**15**	10,000	1,000	**11,000**	$733	**17%**	**12%**	**12,280**
20.01 At-grade station, stop, shelter, mall, terminal, platform	15	10,000	1,000	11,000	$733			12,280
20.02 Aerial station, stop, shelter, mall, terminal, platform				0				0
20.03 Underground station, stop, shelter, mall, terminal, platform				0				0
20.04 Other stations, landings, terminals: Intermodal, ferry, trolley, etc.				0				0
20.05 Joint development				0				0
20.06 Automobile parking multi-story structure				0				0
20.07 Elevators, escalators				0				0
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	7.00	0	0	**0**	$0	**0%**	**0%**	**0**
30.01 Administration Building: Office, sales, storage, revenue counting				0				#DIV/0!
30.02 Light Maintenance Facility				0				#DIV/0!
30.03 Heavy Maintenance Facility				0				#DIV/0!
30.04 Storage or Maintenance of Way Building				0				#DIV/0!
30.05 Yard and Yard Track				0				#DIV/0!
40 SITEWORK & SPECIAL CONDITIONS	7.00	35,000	3,500	**38,500**	$5,500	**58%**	**41%**	**42,981**
40.01 Demolition, Clearing, Earthwork		3,000	300	3,300				3,684
40.02 Site Utilities, Utility Relocation		7,000	700	7,700				8,596
40.03 Haz. mat'l, contam'd soil removal/mitigation, ground water treatments				0				0
40.04 Environmental mitigation, e.g. wetlands, historic/archeologic, parks				0				0
40.05 Site structures including retaining walls, sound walls		3,000	300	3,300				3,684
40.06 Pedestrian / bike access and accommodation, landscaping		5,000	500	5,500				6,140
40.07 Automobile, bus, van accessways including roads, parking lots		4,000	400	4,400				4,912
40.08 Temporary Facilities and other indirect costs during construction		13,000	1,300	14,300				15,964
50 SYSTEMS	7.00	7,500	750	**8,250**	$1,179	**12%**	**9%**	**9,270**
50.01 Train control and signals				0				0
50.02 Traffic signals and crossing protection		1,500	150	1,650				1,854
50.03 Traction power supply: substations		2,500	250	2,750				3,090
50.04 Traction power distribution: catenary and third rail				0				0
50.05 Communications		3,500	350	3,850				4,326
50.06 Fare collection system and equipment				0				0
50.07 Central Control				0				0
Construction Subtotal (10 - 50)	7.00	60,500	6,050	**66,550**	**$9,507**	**100%**	**71%**	**74,355**
60 ROW, LAND, EXISTING IMPROVEMENTS	7.00	3,000	500	**3,500**	**$500**		**4%**	**3,563**
60.01 Purchase or lease of real estate		3,000	500	3,500				3,563
60.02 Relocation of existing households and businesses				0				0
70 VEHICLES (number)	**0**	0	0	**0**			**0%**	**0**
70.01 Light Rail				0				#DIV/0!
70.02 Heavy Rail				0				#DIV/0!
70.03 Commuter Rail				0				#DIV/0!
70.04 Bus				0				#DIV/0!
70.05 Other				0				#DIV/0!
70.06 Non-revenue vehicles				0				#DIV/0!
70.07 Spare parts				0				#DIV/0!
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	7.00	14,950	758	**15,708**	**$2,244**	**24%**	**17%**	**17,148**
80.01 Project Development		4,000	27	4,027				4,396
80.02 Engineering (not applicable to Small Starts)								
80.03 Project Management for Design and Construction		3,300	220	3,520				3,843
80.04 Construction Administration & Management		6,500	434	6,934				7,570
80.05 Professional Liability and other Non-Construction Insurance		100	7	107				116
80.06 Legal; Permits; Review Fees by other agencies, cities, etc.		300	20	320				349
80.07 Surveys, Testing, Investigation, Inspection		300	20	320				349
80.08 Start up		450	30	480				524
Subtotal (10 - 80)	7.00	78,450	7,308	**85,758**	**$12,251**		**91%**	**95,066**
90 UNALLOCATED CONTINGENCY				**8,160**			**9%**	**9,046**
Subtotal (10 - 90)	7.00			**93,918**	**$13,417**		**100%**	**104,112**
100 FINANCE CHARGES				**0**			**0%**	**0**
Total Project Cost (10 - 100)	7.00			**93,918**	**$13,417**		**100%**	**104,112**
Allocated Contingency as % of Base Yr Dollars w/o Contingency				9.32%				
Unallocated Contingency as % of Base Yr Dollars w/o Contingency				10.40%				
Total Contingency as % of Base Yr Dollars w/o Contingency				19.72%				
Unallocated Contingency as % of Subtotal (10 - 80)				9.52%				

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Attachment 4

LONP Contractor Construction Cost

SCC #	ITEM No.	PAY ITEM NO.	DESCRIPTION	UOM	Total Cost			LONP Cost		
					QTY	UP	TOTAL	QTY	TOTAL	% of Cost
10			**GUIDEWAY & TRACK ELEMENTS**				**$ 7,826,716.00**		**$ 583,260.00**	**7%**
10.02			**GUIDEWAY: AT-GRADE IN MIXED TRAFFIC**				**$ 7,826,716.00**		**$ 583,260.00**	**7%**
10.02	1000	020567015	Granular Borrow (Plan Quantity)	Cubic Yard	14,332.00	74.00	$ 1,060,568.00	463.00	$ 34,262.00	3%
10.02	1010	020567020	Granular Borrow	Ton	7,717.00	22.00	$ 169,774.00	-	$ -	0%
10.02	1020	020757010	Separation Geotextiles	Square Yard	42,999.00	1.00	$ 42,999.00	-	$ -	0%
10.02	1025	023167020	Roadway Excavation (Plan Quantity)	Cubic Yard	35,229.00	47.00	$ 1,655,763.00	8,529.00	$ 400,863.00	24%
10.02	1030	023167025	Roadway Excavation (Unsuitable)	Cubic Yard	4,234.00	32.00	$ 135,488.00	-	$ -	0%
10.02	1040	027217020	Untreated Base Course (Plan Quantity)	Cubic Yard	9,436.00	92.00	$ 868,112.00	723.00	$ 66,516.00	8%
10.02	1050	027417050	HMA - 1/2 inch	Ton	16,818.00	122.00	$ 2,051,796.00	653.00	$ 79,666.00	4%
10.02	1060	027527008	Portland Cement Concrete Pavement 8 Inch Thick	Square Yard	1,090.00	137.00	$ 149,330.00	-	$ -	0%
10.02	1070	027767007	Concrete Curb Type B4	Foot	434.00	56.00	$ 24,304.00	-	$ -	0%
10.02	1080	027767017	Concrete Curb Type B5	Foot	2,246.00	31.00	$ 69,626.00	-	$ -	0%
10.02	1090	027767025	Concrete Curb and Gutter Type B1	Foot	232.00	125.00	$ 29,000.00	-	$ -	0%
10.02	1100	027767035	Concrete Curb and Gutter Type M1	Foot	12,756.00	48.00	$ 612,288.00	-	$ -	0%
10.02	1110	027767036	Concrete Curb and Gutter Type M1 (Special)	Foot	31.00	63.00	$ 1,953.00	31.00	$ 1,953.00	100%
10.02	1120	027767100	Plowable End Section	Each	10.00	3,220.00	$ 32,200.00	-	$ -	0%
10.02	1130	028437010	Crash Cushion Type B (MASH)	Each	7.00	33,000.00	$ 231,000.00	-	$ -	0%
10.02	1140	028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch	Foot	4,915.00	130.00	$ 638,950.00	-	$ -	0%
10.02	1150	028447330	Cast-In-Place Concrete Constant Slope Half Barrier - 42 Inch	Foot	168.00	286.00	$ 48,048.00	-	$ -	0%
10.02	1160	029637010	Profile Rotomilling	Square Yard	613.00	9.00	$ 5,517.00	-	$ -	0%
20			**STATIONS, STOPS, TERMINALS, INTERMODAL**				**$ 9,513,350.00**		**$ 1,179,139.00**	**12%**
20.01			**AT-GRADE STATION, STOP, SHELTER, MALL, TERMINAL, PLATFORM**				**$ 9,513,350.00**		**$ 1,179,139.00**	**12%**
20.01	1170	022217205	Relocate Canopy Structure	Each	1.00	70,000.00	$ 70,000.00	-	$ -	0%
20.01	1180	027731000	Station Docking Guide Strip	Foot	359.00	125.00	$ 44,875.00	-	$ -	0%
20.01	1190	028881000	Real Time Sign	Each	27.00	1,200.00	$ 32,400.00	4.00	$ 4,800.00	15%
20.01	1200	028881005	Station Map Display	Each	25.00	316.00	$ 7,900.00	4.00	$ 1,264.00	16%
20.01	1210	028881010	Station Name Sign	Each	25.00	1,000.00	$ 25,000.00	4.00	$ 4,000.00	16%
20.01	1220	088001005	Station Windscreen Glass (Clear Side)	Square Foot	299.00	500.00	$ 149,500.00	33.00	$ 16,500.00	11%
20.01	1230	088001010	Station Windscreen Glass (Clear Back)	Square Foot	2,211.00	125.00	$ 276,375.00	189.00	$ 23,625.00	9%
20.01	1240	088001020	Station Windscreen Glass (Art Back)	Square Foot	2,211.00	135.00	$ 298,485.00	-	$ -	0%
20.01	1250	088002000	Station Windscreen Mullions	Foot	1,197.00	250.00	$ 299,250.00	108.00	$ 27,000.00	9%
20.01	1260	129341001	Bench (Canopy)	Each	43.00	425.00	$ 18,275.00	-	$ -	0%
20.01	1270	129341002	Bench (Temporary)	Each	12.00	400.00	$ 4,800.00	-	$ -	0%
20.01	1280	129341003	Trash Receptacle	Each	37.00	420.00	$ 15,540.00	-	$ -	0%
20.01	1290	172400005	Prefabricated Bus Shelter (5'X8')	Each	3.00	6,000.00	$ 18,000.00	2.00	$ 12,000.00	67%
20.01	1300	172400010	Prefabricated Bus Shelter (8'X11')	Each	9.00	7,000.00	$ 63,000.00	-	$ -	0%
20.01	1310	174251000	Operator Restroom (Driver Relief Building)	Each	2.00	240,000.00	$ 480,000.00	0.50	$ 120,000.00	25%
20.01	1320	174321001	Station Canopy Columns (1-Bay)	Each	16.00	32,000.00	$ 512,000.00	4.00	$ 128,000.00	25%
20.01	1330	174321002	Station Canopy Columns (2-Bay)	Each	6.00	50,500.00	$ 303,000.00	-	$ -	0%
20.01	1340	174321003	Station Canopy Columns (3-Bay)	Each	3.00	88,400.00	$ 265,200.00	-	$ -	0%
20.01	1350	174322001	Station Canopy Frame (1-Bay)	Each	16.00	30,300.00	$ 484,800.00	4.00	$ 121,200.00	25%
20.01	1360	174322002	Station Canopy Frame (2-Bay)	Each	6.00	51,600.00	$ 309,600.00	-	$ -	0%
20.01	1370	174322003	Station Canopy Frame (3-Bay)	Each	3.00	81,900.00	$ 245,700.00	-	$ -	0%
20.01	1380	174323001	Station Canopy Finish (1-Bay)	Each	16.00	10,100.00	$ 161,600.00	3.00	$ 30,300.00	19%
20.01	1390	174323002	Station Canopy Finish (2-Bay)	Each	6.00	17,200.00	$ 103,200.00	-	$ -	0%
20.01	1400	174323003	Station Canopy Finish (3-Bay)	Each	3.00	27,300.00	$ 81,900.00	-	$ -	0%
20.01	1410	174324001	Station Flatwork (1-Bay)	Each	17.00	22,000.00	$ 374,000.00	4.00	$ 88,000.00	24%
20.01	1420	174324002	Station Flatwork (2-Bay)	Each	6.00	29,000.00	$ 174,000.00	-	$ -	0%
20.01	1430	174324002	Station Flatwork (3-Bay)	Each	3.00	49,000.00	$ 147,000.00	-	$ -	0%
20.01	1440	174325000	Station Mockup	Lump	1.00	38,000.00	$ 38,000.00	-	$ -	0%
20.01	1450	174501001	Station Electrical (1-Bay)	Each	16.00	161,400.00	$ 2,582,400.00	3.00	$ 484,200.00	19%
20.01	1460	174501002	Station Electrical (2-Bay)	Each	6.00	112,400.00	$ 674,400.00	-	$ -	0%
20.01	1470	174501003	Station Electrical (3-Bay)	Each	3.00	168,000.00	$ 504,000.00	-	$ -	0%
20.01	1480	174501004	Station Electrical (Prefab)	Each	9.00	50,800.00	$ 457,200.00	2.00	$ 101,600.00	22%
20.01	1490	174501010	Station Electrical (Modify Existing Network Cabinet)	Each	2.00	7,000.00	$ 14,000.00	-	$ -	0%
20.01	1500	174501050	Station Canopy Snow Melt (Electric)	Each	25.00	5,550.00	$ 138,750.00	3.00	$ 16,650.00	12%
20.01	1510	174501070	Station Platform Snow Melt (Hydronic)	Each	3.00	46,400.00	$ 139,200.00	-	$ -	0%
40			**SITEWORK & SPECIAL CONDITIONS**				**$ 26,112,216.00**		**$ 9,596,938.88**	**37%**
40.01			**DEMOLITION, CLEARING, EARTHWORK**				**$ 1,810,803.50**		**$ 763,460.00**	**42%**
40.01	1520	015717026	Check Dam – Fiber Roll	Each	3.00	2,170.00	$ 6,510.00	1.00	$ 2,170.00	33%
40.01	1530	015717030	Silt Fence	Foot	16,463.00	6.00	$ 98,778.00	5,000.00	$ 30,000.00	30%
40.01	1540	015717076	Drop-Inlet Barrier - Fiber Roll	Each	46.00	300.00	$ 13,800.00	10.00	$ 3,000.00	22%
40.01	1550	015717100	Gutter-Inlet Barrier	Each	106.00	300.00	$ 31,800.00	20.00	$ 6,000.00	19%
40.01	1560	015717116	Pipe-Inlet Barrier-Fiber Roll	Each	3.00	1,450.00	$ 4,350.00	1.00	$ 1,450.00	33%
40.01	1570	015717130	Stabilized Construction Entrance	Each	4.00	10,400.00	$ 41,600.00	2.00	$ 20,800.00	50%
40.01	1580	020570001	Granular Borrow APWA (Plan Quantity)	Cubic Yard	2,718.00	71.00	$ 192,978.00	320.00	$ 22,720.00	12%
40.01	1590	022217050	Remove Tree	Each	143.00	490.00	$ 70,070.00	103.00	$ 50,470.00	72%
40.01	1600	022217080	Remove Fence	Foot	4,628.00	9.00	$ 41,652.00	3,273.00	$ 29,457.00	71%
40.01	1610	022217110	Remove Concrete Sidewalk	Square Yard	5,752.00	8.00	$ 46,016.00	2,636.00	$ 21,088.00	46%
40.01	1620	022217115	Remove Concrete Driveway	Square Yard	309.00	20.00	$ 6,180.00	132.00	$ 2,640.00	43%
40.01	1630	022217120	Remove Concrete Curb	Foot	3,589.00	11.00	$ 39,479.00	47.00	$ 517.00	1%
40.01	1640	022217125	Remove Concrete Curb and Gutter	Foot	10,002.00	9.00	$ 90,018.00	6,689.00	$ 60,201.00	67%
40.01	1650	022217150	Remove Concrete Pavement	Square Yard	2,869.00	16.00	$ 45,904.00	67.00	$ 1,072.00	2%
40.01	1660	022217165	Remove Asphalt Pavement	Square Yard	45,830.00	14.00	$ 641,620.00	24,027.00	$ 336,378.00	52%
40.01	1670	022217170	Remove Precast Concrete Barrier	Foot	100.00	30.00	$ 3,000.00	100.00	$ 3,000.00	100%
40.01	1680	022217191	Remove Concrete Waterway	Each	14.00	950.00	$ 13,300.00	10.00	$ 9,500.00	71%
40.01	1690	022217192	Remove Bench	Each	5.00	300.00	$ 1,500.00	3.00	$ 900.00	60%
40.01	1700	022217193	Remove Trash Enclosure	Each	1.00	2,200.00	$ 2,200.00	-	$ -	0%
40.01	1710	022217194	Remove Seat Wall	Foot	38.00	150.00	$ 5,700.00	-	$ -	0%
40.01	1720	022217195	Remove Privacy Wall	Foot	142.00	70.00	$ 9,940.00	-	$ -	0%
40.01	1730	022217196	Remove Light	Each	3.00	3,000.00	$ 9,000.00	2.00	$ 6,000.00	67%
40.01	1740	022217197	Remove Concrete Flatwork	Square Foot	3,589.00	1.50	$ 5,383.50	23.00	$ 34.50	1%
40.01	1750	022217198	Remove Concrete Planter Box	Each	4.00	400.00	$ 1,600.00	4.00	$ 1,600.00	100%
40.01	1760	022217199	Remove Concrete Wall	Foot	247.00	50.00	$ 12,350.00	200.00	$ 10,000.00	81%
40.01	1770	022217200	Relocate Bike Rack	Each	13.00	225.00	$ 2,925.00	6.50	$ 1,462.50	50%
40.01	1780	022217201	Relocate Flag Pole	Each	1.00	1,150.00	$ 1,150.00	-	$ -	0%
40.01	1790	022217202	Relocate Electronic Sign Assembly	Each	2.00	2,500.00	$ 5,000.00	-	$ -	0%
40.01	1800	022217203	Relocate Locker	Each	1.00	600.00	$ 600.00	-	$ -	0%

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Attachment 4

LONP Contractor Construction Cost

SCC #	ITEM No.	PAY ITEM NO.	DESCRIPTION	UOM	Total Cost			LONP Cost		
					QTY	UP	TOTAL	QTY	TOTAL	% of Cost
40.01	1810	022217209	Remove Bus Shelter	Each	6.00	7,500.00	$ 45,000.00	-	$ -	0%
40.01	1820	022317010	Clearing and Grubbing	Lump	1.00	286,000.00	$ 286,000.00	0.50	$ 143,000.00	50%
40.01	1830	023167041	Excavation (Type 1)	Cubic Yard	480.00	55.00	$ 26,400.00	-	$ -	0%
40.01	1840	023167042	Excavation (Type 2)	Cubic Yard	30.00	300.00	$ 9,000.00	-	$ -	0%
40.02			**SITE UTILITIES, UTILITY RELOCATION**				**$ 4,631,984.00**		**$ 3,124,997.00**	**67%**
40.02	1850	018927010	Reconstruct Catch Basin	Each	19.00	3,000.00	$ 57,000.00	14.00	$ 42,000.00	74%
40.02	1860	018927050	Reconstruct Manhole	Each	13.00	3,500.00	$ 45,500.00	12.00	$ 42,000.00	92%
40.02	1870	022217025	Remove Manhole	Each	2.00	1,700.00	$ 3,400.00	2.00	$ 3,400.00	100%
40.02	1880	022217030	Remove Catch Basin	Each	22.00	900.00	$ 19,800.00	22.00	$ 19,800.00	100%
40.02	1890	022217095	Remove Pipe	Foot	3,677.00	55.00	$ 202,235.00	3,500.00	$ 192,500.00	95%
40.02	1900	022217186	Abandon Pipe	Foot	194.00	58.00	$ 11,252.00	-	$ -	0%
40.02	1910	026107189	Drainage Pipe - 30 Inch, Metal, Silt Tight	Foot	5.00	2,200.00	$ 11,000.00	5.00	$ 11,000.00	100%
40.02	1920	026107300	Drainage Pipe - 23 x 14 inch, Reinforced Concrete, Silt-Tight	Foot	98.00	390.00	$ 38,220.00	98.00	$ 38,220.00	100%
40.02	1930	026107302	Drainage Pipe - 30 x 19 inch, Reinforced Concrete, Silt-Tight	Foot	22.00	655.00	$ 14,410.00	-	$ -	0%
40.02	1940	026107382	Drainage Pipe - 12 inch, Smooth, Leak-Resistant	Foot	62.00	175.00	$ 10,850.00	-	$ -	0%
40.02	1950	026107384	Drainage Pipe - 15 inch, Smooth, Leak-Resistant	Foot	483.00	165.00	$ 79,695.00	373.00	$ 61,545.00	77%
40.02	1960	026107386	Drainage Pipe - 18 inch, Smooth, Leak-Resistant	Foot	4,088.00	200.00	$ 817,600.00	4,088.00	$ 817,600.00	100%
40.02	1970	026107398	Drainage Pipe - 8 inch, Thermoplastic, Leak-Resistant	Foot	87.00	572.00	$ 49,764.00	87.00	$ 49,764.00	100%
40.02	1980	026107399	Drainage Pipe - 12 Inch, Thermoplastic, Leak-Resistant	Foot	4.00	575.00	$ 2,300.00	4.00	$ 2,300.00	100%
40.02	1990	026107613	Drainage Pipe - 12 inch, Reinforced Concrete, Leak Resistant	Foot	67.00	170.00	$ 11,390.00	67.00	$ 11,390.00	100%
40.02	2000	026107614	Drainage Pipe - 15 inch, Reinforced Concrete, Leak Resistant	Foot	139.00	140.00	$ 19,460.00	139.00	$ 19,460.00	100%
40.02	2010	026107616	Drainage Pipe - 18 inch, Reinforced Concrete, Leak Resistant	Foot	286.00	193.00	$ 55,198.00	286.00	$ 55,198.00	100%
40.02	2020	026107618	Drainage Pipe - 24 inch, Reinforced Concrete, Leak Resistant	Foot	90.00	156.00	$ 14,040.00	90.00	$ 14,040.00	100%
40.02	2030	026337025	Manhole Riser	Each	3.00	16,400.00	$ 49,200.00	-	$ -	0%
40.02	2040	026337030	4 Foot Standard Manhole - CB 11	Each	2.00	8,400.00	$ 16,800.00	1.00	$ 8,400.00	50%
40.02	2050	026337120	Concrete Drainage Structure 3 ft to 5 ft Deep - CB 9	Each	46.00	4,900.00	$ 225,400.00	42.00	$ 205,800.00	91%
40.02	2060	026337130	Concrete Drainage Structure 5 ft to 7 ft deep - CB 9	Each	11.00	6,200.00	$ 68,200.00	10.00	$ 62,000.00	91%
40.02	2070	026337140	Concrete Drainage Structure 7 ft to 9 ft deep - CB 9	Each	8.00	7,800.00	$ 62,400.00	8.00	$ 62,400.00	100%
40.02	2080	026337200	Concrete Drainage Structure 3 ft to 5 ft Deep - CB 12	Each	16.00	5,500.00	$ 88,000.00	16.00	$ 88,000.00	100%
40.02	2090	026337380	Concrete Drainage Structure Shallow Catch Basin - CB 3	Each	2.00	3,900.00	$ 7,800.00	2.00	$ 7,800.00	100%
40.02	2100	026341001	Concrete Drainage Structure Murray Catch Basin Details C-3	Each	4.00	4,400.00	$ 17,600.00	-	$ -	0%
40.02	2110	026341002	Concrete Drainage Structure APWA 315 Single	Each	3.00	4,200.00	$ 12,600.00	3.00	$ 12,600.00	100%
40.02	2120	026341003	Concrete Drainage Structure APWA 331, Type A	Each	3.00	4,200.00	$ 12,600.00	3.00	$ 12,600.00	100%
40.02	2130	026341004	Concrete Drainage Structure WVC 316	Each	1.00	7,800.00	$ 7,800.00	1.00	$ 7,800.00	100%
40.02	2140	026341005	Concrete Drainage Structure WVC 331	Each	1.00	7,300.00	$ 7,300.00	1.00	$ 7,300.00	100%
40.02	2150	026357030	Manhole Cover and Frame - Solid	Each	4.00	190.00	$ 760.00	1.00	$ 190.00	25%
40.02	2160	026357040	Rectangular Grate and Frame - Bicycle Safe	Each	68.00	1,100.00	$ 74,800.00	8.00	$ 8,800.00	12%
40.02	2170	027770005	Concrete 4 Foot Waterway (APWA)	Foot	40.00	138.00	$ 5,520.00	-	$ -	0%
40.02	2180	027770006	Concrete Waterway Transition Structure (APWA)	Square Foot	61.00	30.00	$ 1,830.00	-	$ -	0%
40.02	2190	027770007	Concrete Waterway Transition Structure (WVC)	Square Foot	282.00	30.00	$ 8,460.00	-	$ -	0%
40.02	2200	16525701D	Highway Lighting System (WVC)	Lump	1.00	187,900.00	$ 187,900.00	-	$ -	0%
40.02	2210	16525702D	Highway Lighting System (MC)	Lump	1.00	170,200.00	$ 170,200.00	-	$ -	0%
40.02	2220	16525703D	Highway Lighting System (SLCC)	Lump	1.00	321,500.00	$ 321,500.00	0.50	$ 160,750.00	50%
40.02	2230	16525704D	Highway Lighting System (COT 4700S)	Lump	1.00	1,775,400.00	$ 1,775,400.00	0.60	$ 1,065,240.00	60%
40.02	2240	16525705D	Highway Lighting System (WVC 2700W)	Lump	1.00	46,800.00	$ 46,800.00	0.75	$ 35,100.00	75%
40.05			**SITE STRUCTURES INCLUDING RETAINING WALLS, SOUND WALLS**				**$ 1,543,764.00**		**$ 1,086,590.00**	**70%**
40.05	2250	018917015	Reset Sign Special	Each	2.00	2,800.00	$ 5,600.00	1.00	$ 2,800.00	50%
40.05	2260	028357100	Modular Block MSE Retaining Wall	Square Foot	315.00	110.00	$ 34,650.00	250.00	$ 27,500.00	79%
40.05	2270	028600001	Privacy Wall (WVC)	Foot	77.00	330.00	$ 25,410.00	77.00	$ 25,410.00	100%
40.05	2280	028600002	Privacy Wall (Concrete & Vinyl)	Foot	56.00	580.00	$ 32,480.00	-	$ -	0%
40.05	2290	028617140	Precast Privacy Wall 9 ft	Foot	2,926.00	280.00	$ 819,280.00	2,300.00	$ 644,000.00	79%
40.05	2300	028617150	Precast Privacy Wall 11 ft	Foot	840.00	332.00	$ 278,880.00	840.00	$ 278,880.00	100%
40.05	2310	028617160	Precast Privacy Wall (2700 W)	Foot	481.00	344.00	$ 165,464.00	-	$ -	0%
40.05	2320	028627100	Modular Block Gravity Wall	Lump	1.00	108,000.00	$ 108,000.00	1.00	$ 108,000.00	100%
40.05	2330	172421000	Trash Enclosure	Lump	1.00	74,000.00	$ 74,000.00	-	$ -	0%
40.06			**PEDESTRIAN / BIKE ACCESS AND ACCOMMODATION, LANDSCAPING**				**$ 3,732,596.00**		**$ 470,686.00**	**13%**
40.06	2340	025117080	Quick Coupler	Each	25.00	6,000.00	$ 150,000.00	6.00	$ 36,000.00	24%
40.06	2350	027717059	Perpendicular/Parallel Pedestrian Access Ramp	Each	34.00	3,610.00	$ 122,740.00	8.00	$ 28,880.00	24%
40.06	2360	027721000	Detectable Warning Surface	Each	8.00	320.00	$ 2,560.00	-	$ -	0%
40.06	2370	027767001	Seat Wall	Foot	28.00	926.00	$ 25,928.00	-	$ -	0%
40.06	2380	027767010	Concrete Sidewalk	Square Foot	22,868.00	13.00	$ 297,284.00	6,000.00	$ 78,000.00	26%
40.06	2390	027770007	Mid-Block Curb Cut Assembly (APWA) (SPECIAL)	Each	1.00	3,620.00	$ 3,620.00	-	$ -	0%
40.06	2400	027770008	Mid-Block Curb Cut Assembly (APWA)	Each	24.00	3,550.00	$ 85,200.00	-	$ -	0%
40.06	2410	027770009	Colored Concrete Pavement	Square Foot	1,466.00	20.00	$ 29,320.00	-	$ -	0%
40.06	2420	027770010	Concrete Mowstrip	Foot	4,472.00	36.00	$ 160,992.00	-	$ -	0%
40.06	2430	028100000	Irrigation System	Lump	1.00	786,100.00	$ 786,100.00	0.33	$ 259,413.00	33%
40.06	2440	028227001	Decorative Fence	Foot	337.00	60.00	$ 20,220.00	337.00	$ 20,220.00	100%
40.06	2450	028227105	Reset Gate	Each	1.00	675.00	$ 675.00	1.00	$ 675.00	100%
40.06	2460	028227115	Reset Fence	Foot	425.00	14.00	$ 5,950.00	425.00	$ 5,950.00	100%
40.06	2470	028447500	Bollard System	Each	13.00	4,800.00	$ 62,400.00	-	$ -	0%
40.06	2480	028700001	Bike Rack	Each	26.00	500.00	$ 13,000.00	-	$ -	0%
40.06	2490	028700002	Bike Maintenance Station	Each	6.00	1,200.00	$ 7,200.00	-	$ -	0%
40.06	2500	028700003	Metal Edging	Foot	4,660.00	20.00	$ 93,200.00	-	$ -	0%
40.06	2510	028740001	Restore Landscaping and Irrigation	Square Foot	32,897.00	4.00	$ 131,588.00	10,000.00	$ 40,000.00	30%
40.06	2520	029127010	Contractor Furnished Topsoil	Square Yard	11,667.00	7.00	$ 81,669.00	-	$ -	0%
40.06	2530	029127015	Contractor Furnished Topsoil - 24" Depth	Square Yard	3,015.00	77.00	$ 232,155.00	-	$ -	0%
40.06	2535		Contractor Furnished Topsoil - 24" Depth (Provisional for 4700)	Square Yard	1,000.00	77.00	$ 77,000.00	-	$ -	0%
40.06	2540	029227025	Turf Seed	Square Foot	12,845.00	0.20	$ 2,569.00	-	$ -	0%
40.06	2550	029227035	Broadcast Seed	Square Foot	150.00	2.00	$ 300.00	-	$ -	0%
40.06	2560	029227060	Turf Sod	Square Foot	83,167.00	1.00	$ 83,167.00	-	$ -	0%
40.06	2570	029250001	Artificial Turf	Square Foot	810.00	36.00	$ 29,160.00	-	$ -	0%
40.06	2580	029327001	Bark Mulch	Square Foot	70,150.00	1.20	$ 84,180.00	-	$ -	0%
40.06	2590	029327002	Rock Mulch	Square Foot	201,034.00	2.00	$ 402,068.00	-	$ -	0%
40.06	2600	029327030	Plant - No. 1 Container	Each	1,744.00	20.00	$ 34,880.00	-	$ -	0%
40.06	2610	029327050	Plant - No. 5 Container	Each	2,427.00	49.00	$ 118,923.00	-	$ -	0%
40.06	2620	029327090	Plant - 1-1/2 Inch Caliper	Each	32.00	588.00	$ 18,816.00	-	$ -	0%
40.06	2630	02932708D	Plant - 3 Inch Caliper	Each	325.00	740.00	$ 240,500.00	-	$ -	0%
40.06	2640	029387010	Tree Pruning	Each	8.00	258.00	$ 2,064.00	6.00	$ 1,548.00	75%

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Attachment 4

LONP Contractor Construction Cost

SCC #	ITEM No.	PAY ITEM NO.	DESCRIPTION	UOM	Total Cost			LONP Cost		
					QTY	UP	TOTAL	QTY	TOTAL	% of Cost
40.06	2650	033050001	Seat Wall (SLCC)	Foot	280.00	591.00	$ 165,480.00	-	$ -	0%
40.06	2660	033090001	Seat Wall (with Stone Veneer)	Foot	124.00	762.00	$ 94,488.00	-	$ -	0%
40.06	2670	033090002	Signage Kiosk	Each	6.00	10,200.00	$ 61,200.00	-	$ -	0%
40.06	2680	033090003	Signage at Signage Kiosk	Each	6.00	1,000.00	$ 6,000.00	-	$ -	0%
40.07			**AUTOMOBILE, BUS, VAN ACCESSWAYS INCLUDING ROADS, PARKING LOTS**				**$ 3,697,704.00**		**$ 533,808.00**	**14%**
40.07	2690	027220001	Untreated Base Course APWA (Plan Quantity)	Cubic Yard	4,160.00	67.00	$ 278,720.00	423.00	$ 28,341.00	10%
40.07	2700	027491045	HMA - 3/8 inch (APWA)	Ton	1,693.00	140.00	$ 237,020.00	-	$ -	0%
40.07	2710	027491055	HMA - 1/2 inch (APWA)	Ton	1,756.00	155.00	$ 272,180.00	579.00	$ 89,745.00	33%
40.07	2720	027657020	Pavement Message Paint	Each	347.00	95.00	$ 32,965.00	-	$ -	0%
40.07	2725	027657030	Remove Pavement Message	Foot	34,376.00	1.00	$ 34,376.00	15,000.00	$ 15,000.00	44%
40.07	2730	027657040	Remove Pavement Message	Each	22.00	80.00	$ 1,760.00	11.00	$ 880.00	50%
40.07	2740	027657050	Pavement Marking Paint	Gallon	870.00	120.00	$ 104,400.00	5.00	$ 600.00	1%
40.07	2750	027657055	Pavement Marking Durable	Gallon	216.00	540.00	$ 116,640.00	-	$ -	0%
40.07	2760	027657075	Pavement Marking Paint (Stop line, Crosswalks-12 inch)	Foot	5,264.00	10.00	$ 52,640.00	50.00	$ 500.00	1%
40.07	2770	027767030	Concrete Flatwork 4 inch Thick	Square Foot	5,074.00	15.00	$ 76,110.00	1,467.00	$ 22,005.00	29%
40.07	2780	027770001	Concrete Sidewalk (APWA)	Square Foot	49,908.00	19.00	$ 948,252.00	7,450.00	$ 141,550.00	15%
40.07	2790	027770002	Concrete Curb and Gutter APWA Type A	Foot	4,947.00	50.00	$ 247,350.00	1,629.00	$ 81,450.00	33%
40.07	2800	027770003	Concrete Curb and Gutter APWA Type A - Spill	Foot	1,902.00	52.00	$ 98,904.00	-	$ -	0%
40.07	2810	027770004	Concrete Curb and Gutter APWA Type E	Foot	831.00	52.00	$ 43,212.00	-	$ -	0%
40.07	2820	027770011	Concrete Flatwork 4 inch Thick (APWA)	Square Foot	329.00	15.00	$ 4,935.00	-	$ -	0%
40.07	2830	027770012	Concrete Curb APWA Type P	Foot	206.00	57.00	$ 11,742.00	-	$ -	0%
40.07	2840	027770013	Concrete Curb APWA Type R	Foot	124.00	57.00	$ 7,068.00	-	$ -	0%
40.07	2850	027770020	Concrete Driveway Dip, 8 inch Thick (APWA)	Square Foot	448.00	15.00	$ 6,720.00	-	$ -	0%
40.07	2855	027770025	Concrete Driveway Flare, 8 inch Thick (APWA)	Square Foot	1,662.00	15.00	$ 24,930.00	-	$ -	0%
40.07	2860	027770030	Concrete Driveway Open, 8 inch Thick (APWA)	Square Foot	339.00	15.00	$ 5,085.00	-	$ -	0%
40.07	2870	027780001	Patterned Concrete Parkstrip	Square Foot	2,780.00	20.00	$ 55,600.00	941.00	$ 18,820.00	34%
40.07	2880	028917022	Sign Type A-1, 12 inch X 6 Inch	Each	3.00	41.00	$ 123.00	1.00	$ 41.00	33%
40.07	2890	028917028	Sign Type A-1, 12 inch X 36 Inch	Each	4.00	108.00	$ 432.00	-	$ -	0%
40.07	2900	028917029	Sign Type A-1, 18 inch x 12 inch	Each	16.00	76.00	$ 1,216.00	1.00	$ 76.00	6%
40.07	2910	028917031	Sign Type A-1, 18 inch x 18 inch	Each	7.00	100.00	$ 700.00	-	$ -	0%
40.07	2920	028917040	Sign Type A-1, 24 inch x 12 inch	Each	7.00	92.00	$ 644.00	-	$ -	0%
40.07	2930	028917042	Sign Type A-1, 24 inch x 24 inch	Each	1.00	126.00	$ 126.00	-	$ -	0%
40.07	2940	028917045	Sign Type A-1, 24 inch x 18 inch	Each	1.00	106.00	$ 106.00	-	$ -	0%
40.07	2950	028917050	Sign Type A-1, 24 inch x 30 inch	Each	2.00	142.00	$ 284.00	-	$ -	0%
40.07	2960	028917051	Sign Type A-1, 24 inch X 42 Inch	Each	2.00	207.00	$ 414.00	-	$ -	0%
40.07	2970	028917060	Sign Type A-1, 30 inch X 30 Inch	Each	9.00	279.00	$ 2,511.00	-	$ -	0%
40.07	2980	028917061	Sign Type A-1, 30 inch X 36 Inch	Each	7.00	237.00	$ 1,659.00	-	$ -	0%
40.07	2990	028917062	Sign Type A-1, 30 inch X 42 Inch	Each	5.00	328.00	$ 1,640.00	-	$ -	0%
40.07	3000	028917064	Sign Type A-1, 36 inch X 18 Inch	Each	3.00	251.00	$ 753.00	-	$ -	0%
40.07	3010	028917065	Sign Type A-1, 36 inch X 36 Inch	Each	2.00	362.00	$ 724.00	-	$ -	0%
40.07	3020	028917068	Sign Type A-1, 84 inch X 78 Inch	Each	1.00	1,399.00	$ 1,399.00	-	$ -	0%
40.07	3030	028917270	Remove Sign Less Than 20 SQ FT	Each	49.00	119.00	$ 5,831.00	-	$ -	0%
40.07	3040	028917285	Relocate Sign Less Than 20 SQ FT	Each	9.00	211.00	$ 1,899.00	8.00	$ 1,688.00	89%
40.07	3050	028917300	Small Sign Tubular Steel Post Base (B1)	Each	53.00	207.00	$ 10,971.00	2.00	$ 414.00	4%
40.07	3060	028917320	Slipbase Sign Base (B3)	Each	2.00	565.00	$ 1,130.00	-	$ -	0%
40.07	3070	028917360	Sign Post P2	Each	53.00	199.00	$ 10,547.00	2.00	$ 398.00	4%
40.07	3080	028917375	Sign Post P5	Each	2.00	623.00	$ 1,246.00	-	$ -	0%
40.07	3090	030590001	Portland Cement Concrete Pavement 8 Inch Thick (APWA)	Square Yard	7,091.00	140.00	$ 992,740.00	945.00	$ 132,300.00	13%
40.08			**TEMPORARY FACILITIES AND OTHER INDIRECT COSTS DURING CONSTRUCTION**				**$ 10,695,364.50**		**$ 3,617,397.88**	**34%**
40.08	3100	005557000	Partnering Cost Reimbursement	Lump	1.00	8,500.00	$ 8,500.00	-	$ -	0%
40.08	3101		Partnering Incentive	Each	7.00	36,000.00	$ 252,000.00	1.00	$ 36,000.00	14%
40.08	3110	005557005	Quality Control and Assurance	Lump	1.00	791,780.00	$ 791,780.00	0.25	$ 197,945.00	25%
40.08	3120	015017010	Mobilization	Lump	1.00	3,890,727.00	$ 3,890,727.00	0.50	$ 1,945,363.50	50%
40.08	3130	015407010	Public Information Services	Lump	1.00	42,500.00	$ 42,500.00	0.25	$ 10,625.00	25%
40.08	3140	015547005	Traffic Control	Lump	1.00	1,070,330.00	$ 1,070,330.00	0.25	$ 267,582.50	25%
40.08	3150	015547010	Temporary Pedestrian Access Route	Lump	1.00	52,600.00	$ 52,600.00	0.25	$ 13,150.00	25%
40.08	3160	017217010	Survey	Lump	1.00	410,000.00	$ 410,000.00	0.25	$ 102,500.00	25%
40.08	3170	017240000	Contractor Indirects	Lump	1.00	3,513,627.50	$ 3,513,627.50	0.25	$ 878,406.88	25%
40.08	3180	017250000	Misc Insurance/Bond/Contingencies	Lump	1.00	663,300.00	$ 663,300.00	0.25	$ 165,825.00	25%
50			**SYSTEMS**				**$ 4,835,824.00**		**$ 1,269,640.00**	**26%**
50.02			**TRAFFIC SIGNALS AND CROSSING PROTECTION**				**$ 704,400.00**		**$ 97,350.00**	**14%**
50.02	3190	02892701D	Traffic Signal System (4430 S & S Riverboat Rd)	Lump	1.00	166,000.00	$ 166,000.00	-	$ -	0%
50.02	3200	02892702D	Traffic Signal System (4530 South & S Atherton Dr)	Lump	1.00	172,000.00	$ 172,000.00	0.25	$ 43,000.00	25%
50.02	3210	02892703D	Traffic Signal System (4700 South & Driveway)	Lump	1.00	134,000.00	$ 134,000.00	0.25	$ 33,500.00	25%
50.02	3220	02892704D	Traffic Signal System (4700 South & Redwood Rd)	Lump	1.00	83,400.00	$ 83,400.00	0.25	$ 20,850.00	25%
50.02	3230	02892705D	Traffic Signal System (Sunstone Rd & 4800 South)	Lump	1.00	105,000.00	$ 105,000.00	-	$ -	0%
50.02	3240	02892706D	Traffic Signal System (Transit System Priority)	Lump	1.00	44,000.00	$ 44,000.00	-	$ -	0%
50.03			**TRACTION POWER SUPPLY: SUBSTATIONS - BUS CHARGING**				**$ 1,168,800.00**		**$ -**	**0%**
50.03	3250	175001010	Charge Pole Foundation (WVC)	Lump	1.00	45,000.00	$ 45,000.00	-	$ -	0%
50.03	3260	175001020	Charge Pole Foundation (MC)	Lump	1.00	45,000.00	$ 45,000.00	-	$ -	0%
50.03	3270	175001030	Power Cabinet Foundation (WVC)	Lump	1.00	48,000.00	$ 48,000.00	-	$ -	0%
50.03	3280	175001040	Power Cabinet Foundation (MC)	Lump	1.00	48,000.00	$ 48,000.00	-	$ -	0%
50.03	3290	175001110	Pantograph Charging Station (WVC)	Lump	1.00	340,000.00	$ 340,000.00	-	$ -	0%
50.03	3295		Charge Pole & Power Cabinet Foundation w/Conduit (WVC)	Lump	1.00	80,000.00	$ 80,000.00	-	$ -	0%
50.03	3300	175001120	Pantograph Charging Station (MC)	Lump	1.00	416,000.00	$ 416,000.00	-	$ -	0%
50.03	3305		Charge Pole & Power Cabinet Foundation w/Conduit (MC)	Lump	1.00	96,000.00	$ 96,000.00	-	$ -	0%
50.03	3310	175001130	Pantograph	Each	2.00	25,400.00	$ 50,800.00	-	$ -	0%
50.05		565	**COMMUNICATIONS**				**$ 2,962,624.00**		**$ 1,172,290.00**	**40%**
50.05	3320	022217038	Remove ATMS Junction Box	Each	6.00	1,750.00	$ 10,500.00	3.00	$ 5,250.00	50%
50.05	3330	022217039	Remove SMFO Cable	Foot	16,685.00	1.50	$ 25,027.50	-	$ -	0%
50.05	3340	135537020	Two 2-Inch Conduit	Foot	3,555.00	35.00	$ 124,425.00	1,000.00	$ 35,000.00	28%
50.05	3350	135537025	One 3-Inch Conduit	Foot	270.00	33.00	$ 8,910.00	100.00	$ 3,300.00	37%
50.05	3360	135537026	One 3-Inch Conduit, Attached to Structure	Foot	295.00	204.00	$ 60,180.00	295.00	$ 60,180.00	100%
50.05	3370	135537027	One 5-Inch Conduit, Attached to Structure	Foot	295.00	248.00	$ 73,160.00	295.00	$ 73,160.00	100%
50.05	3380	135537035	1D Conduit	Foot	23,885.00	65.00	$ 1,552,525.00	8,000.00	$ 520,000.00	33%
50.05	3390	135537040	2D Conduit	Foot	5,155.00	72.00	$ 371,160.00	5,000.00	$ 360,000.00	97%
50.05	3400	135537060	Three Individual Microducts	Foot	8,005.00	6.00	$ 48,030.00	2,000.00	$ 12,000.00	25%
50.05	3410	135547030	Polymer Concrete Junction Box, Tier 22, Type II	Each	3.00	3,800.00	$ 11,400.00	3.00	$ 11,400.00	100%

DocuSign Envelope ID: D407FB6A-546C-497F-A5F3-F8DFC5650304

Attachment 4

LONP Contractor Construction Cost

SCC #	ITEM No.	PAY ITEM NO.	DESCRIPTION	UOM	Total Cost			LONP Cost		
					QTY	UP	TOTAL	QTY	TOTAL	% of Cost
50.05	3420	135547040	Polymer Concrete Junction Box, Tier 22, Type III	Each	66.00	4,600.00	$ 303,600.00	20.00	$ 92,000.00	30%
50.05	3430	135947070	24 Strand SMFO Cable	Foot	8,445.00	3.50	$ 29,557.50	-	$ -	0%
50.05	3440	135947110	144 Strand SMFO Cable	Foot	45,850.00	4.00	$ 183,400.00	-	$ -	0%
50.05	3450	135947130	Fusion Splice	Each	882.00	37.00	$ 32,634.00	-	$ -	0%
50.05	3460	135947140	6 Strand Pre-terminated Drop Cable Unit	Foot	1,650.00	4.50	$ 7,425.00	-	$ -	0%
50.05	3470	135947150	Fiber Optic Cable Splice Enclosure	Each	19.00	1,480.00	$ 28,120.00	-	$ -	0%
50.05	3480	135947151	Fiber Distribution Unit, 48 Strand	Each	20.00	3,450.00	$ 69,000.00	-	$ -	0%
50.05	3490	135947152	Fiber Distribution Unit, 144 Strand	Each	2.00	9,625.00	$ 19,250.00	-	$ -	0%
50.05	3500	135947160	6 SMFO Drop Cable Termination	Each	5.00	864.00	$ 4,320.00	-	$ -	0%
				Subtotal			**$ 48,288,106.00**		**$ 12,628,977.88**	**26%**

U.S. Department
of Transportation
**Federal Transit
Administration**

REGION 8:
Colorado, Montana, North
Dakota, South Dakota,
Utah, and Wyoming

Byron Rogers Federal Building
1961 Stout Street
Suite 13-301
Denver, Colorado 80294
303-362-2400
303-362-2425 (fax)

Jay Fox
Executive Director, Utah Transit Authority
669 W 200 S
Salt Lake City, UT 84104

Re: Utah Transit Authority Midvalley Connector Request for a Letter of No Prejudice to Initiate Construction Activities

Dear Mr. Fox:

The Federal Transit Administration (FTA) has completed its review of the letter from the Utah Transit Authority (UTA), dated March 18, 2024, requesting a Letter of No Prejudice (LONP) to incur costs in the amount of $14,678,978 to initiate construction activities for the Midvalley Connector bus rapid transit project (the Project). The FTA approves the request.

With this approval, UTA may incur costs for the Project as described in the LONP request. As with all pre-award authority, all Federal requirements must be met prior to incurring costs in order to retain eligibility of the costs for future FTA grant assistance. The authority to incur costs provided in this letter does not constitute an FTA commitment that future Federal dollars will be approved for the project. Please note that UTA undertakes the LONP work at its own risk, and that the Project must still complete further steps in the Capital Investment Grants (CIG) program to be eligible for consideration to receive CIG funding.

This LONP expires five years from the date of this letter, or upon approval of a construction grant agreement for the project, whichever occurs first. Please contact Kristina Evanoff (Kristina.Evanoff@dot.gov, 303-362-2396) with any questions you may have about proceeding under the authority to incur costs provided in this letter.

Sincerely,

DAVID L BECKHOUSE
Digitally signed by DAVID L BECKHOUSE
Date: 2024.05.15 16:12:23 -06'00'

Cindy Terwilliger
Regional Administrator, FTA Region 8

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Service Officer
PRESENTER(S):	Jacob Wouden, Project Manager Jared Scarbrough, Director Design and Construction

TITLE:

Change order: On-Call Infrastructure Maintenance Contract Task Order #24-015 - 3900 S TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute task order No. 24-015, and associated disbursements, on the on-call infrastructure maintenance task ordering contact with Stacy and Witbeck, Inc. in the amount of $392,230.00 to replace the grade crossing at 3900 S on the N/S line as part of the SGR program.

BACKGROUND:
In December 2023, UTA released a Request for Proposal (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on April 17, 2024. This contract is for three years plus 2 option years with a total 5 year not to exceed value of $45,00,000.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:
- Passenger ride quality
- Automobile cross-traffic ride quality
- Potential stray current issues

DISCUSSION:
UTA Staff is requesting approval of Task Order 24-015 with Stacy Witbeck, Inc. to complete the removal and replacement of the 3900 S Grade Crossing on the N/S line in the amount of $392,230.00. The scope of this request includes all time, labor, and other items needed to remove exiting crossing and replace it with embedded trackwork. By embedding the crossing, we extend the useful life, provide new rail, and create a smoother ride for both passengers and driving public. This Task Order has been determined to be within the scope of the Master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-015
Base Contract Effective Dates:	April 18, 2024 through April 30, 2029 (including option years) Period of Performance for this TO is through Dec. 31, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	$0
Amendment Amount:	$392,230.00
New/Total Contract Value:	$392,230.00
Procurement Method:	RFP best value modification
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:
Not replacing the crossing, which could result in derailment or damage to vehicles.

FISCAL IMPACT:
The Budget for this contract amendment is included in the 2024-2028 Approved Capital Plan Project SGR393

ATTACHMENTS:
1) Task Order

DocuSign Envelope ID: 3C0A80D5-75BA-4517-A042-40DACF7AFC7A

Project: SGR393 Grade Crossing Program
2264 S 900 W,
south Salt Lake, Utah 84119

Task Order Request #TO24-015 - 3900 S Grade Crossing

Status	Open	**Assignees**	Jacob Wouden
Created Date	Apr 30, 2024	**Issued Date**	Apr 30, 2024
		Location	24-015 3900 S Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name	Stacy and Witbeck, Inc.	**Contract Start Date**	04/22/24
Account Code(s)	40-7393.63000.1002		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order	24-614 - 3900 South Trax Embedded Crossing - Scope Letter and Price Proposal.pdf

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	**The Final Acceptance Date for this Task is**	12/31/24

3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	$392,230.00	**Independent Cost Estimate (ICE) link, if applicable**	TO24-015 3900 s GC.pdf
This item is under UTA's simplified acquisition threshold ($200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	No	**This item is greater than UTA's simplified acquisition threshold ($200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the**	Yes

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original contract rates.	**appropriate range for approval.**

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?	Yes	**If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of**	1% - accounting for traffic control.

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation

Project Manager $0 - 24,999
Legal Review $25k or greater
Dir. of Capital Projects $25k - 74,999
Chief Service Dev. Ofcr. $75k - 199,999
Executive Director $200,000+
Procurement/Contracts (for all)

Signature (Legal)

DocuSigned by:
By: Mike Bell
70E33A415BA44F6...

PM Approval

The costs associated with this task order have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

DocuSigned by:
By: _____
D5E0DB8278A44C4...
Name: Jacob Wouden
Date: 4/30/2024

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

DocuSigned by:
By: _____
91ABD751A0BD4BE...
Name: Jared Scarbrough
Date: 4/30/2024

Signature (Procurement)

By: _____
Date: _____

Signature (Chief Service Development Officer)

By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director)

By: _____
Jay Fox, Executive Director
Date: _____

DocuSign Envelope ID: 3C0A80D5-75BA-4517-A042-40DACF7AFC7A

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)

DocuSigned by:
By Collin Christensen
ACA3AB62608B4E2...

Date: 5/1/2024

DocuSign Envelope ID: 3C0A80D5-75BA-4517-A042-40DACF7AFC7A

Stacy and Witbeck

April 22, 2024 On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-614 - 3900 South Trax Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 3900 South on the Blue Line with 261 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

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

DocuSign Envelope ID: 3C0A80D5-75BA-4517-A042-40DACF7AFC7A

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $21,060.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,236.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $3,518.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $4,610.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $9,039.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of $8,480.00 – This bid item includes the cost to provide traffic and pedestrian control required to perform the work.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,472.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 3900 South Embedded Crossing – 261 TF - Total $304,587.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 206 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 40 LF of curb and gutter, and 400 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 18 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 207 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96”x 15” track slab, rather than an 84” x 15” track slab.

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

DocuSign Envelope ID: 3C0A80D5-75BA-4517-A042-40DACF7AFC7A

Stacy and Witbeck

Bid Item 8000 – Rail Salvage Credit – 8 TN – ($180/TN) – Total ($1,800.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $8,664.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $27,364.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$392,230.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

DocuSign Envelope ID: 3C0A80D5-75BA-4517-A042-40DACF7AFC7A

04/22/2024 15:51
24-614 3900 South TRAX Embedded Crossing
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	21,060.00	21,060.00
1100	Permits & Regulatory Approvals	1.000	LS	2,236.00	2,236.00
2000	Safety Program & Administration	1.000	LS	3,518.00	3,518.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,610.00	4,610.00
3000	QC Program & Testing	1.000	LS	9,039.00	9,039.00
5000	Traffic & Pedestrian Control	1.000	LS	8,480.00	8,480.00
6000	Construction Survey/Layout	1.000	LS	4,472.00	4,472.00
7000	3900 South Embedded Crossing	261.000	TF	1,167.00	304,587.00
8000	Rail Salvage Credit	10.000	TN	-180.00	-1,800.00
10000	Mobilization	1.000	LS	8,664.00	8,664.00
		Subtotal			$364,866.00
100000	Fee (7.5%)	1.000	LS	27,364.00	27,364.00
		Bid Total ========>			$392,230.00

DocuSign Envelope ID: 3C0A80D5-75BA-4517-A042-40DACF7AFC7A

Date 0/02/2024

SGR393 On-Call Infrastructure Task #24-015
Contract: 20-03349VW

To whom it may concern,

Utah Transit Authority (UTA) has an On-Call Maintenance and Professional Services Contract with Stacy and Witbeck Inc., contract 20-03349VW. This document describes the scope of work that is being requested for the following task within the contract:

- **3900 S Trax Grade Crossing**
  - Proposal to include all material and labor costs to fully remove and replace the 3900 South grade crossing on the N/S trax line.
  - Scope shall assume a full shutdown for pricing purposes.
  - Price shall assume UTA will provide the stock rail for project.

This is Task Order #24-015 under this contract.

This task shall include the time for Option Year One, as described in the RFP for this contract. This includes the following staff:

- Infrastructure Project Manager (PM)
  - Manages contract, tasks, schedules, budget, cost estimating, contractor resource management and scheduling, and other Project Manager duties as required by this contract.
  - **Rate (with contractor fee and insurance): $131.00**
- Infrastructure Superintendent
  - Support the PM, acts as subject matter expert for track construction and general construction activities. Manages contractors field personnel and task order coordination with UTA operations.
  - **Rate (with contractor fee and insurance): $157.25**

Please contact Jacob Wouden via email at Jwouden@rideuta.com if you have any questions.

Sincerely,

DocuSigned by:
D5E0DB8278A44C4...

(Signature)

Jacob Wouden
Rail Infrastructure Project Manager
Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Service Officer
PRESENTER(S):	Jacob Wouden, Project Manager Jared Scarbrough, Director Design and Construction

TITLE:

Change order: On-Call Infrastructure Maintenance Contract Task Order #24-018 - 5900 S TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute task order No. 24-018, and associated disbursements, on the on-call infrastructure maintenance task ordering contact with Stacy and Witbeck, Inc. in the amount of $345,847.00 to replace the grade crossing at 5900 S on the N/S line as part of the SGR program.

BACKGROUND:
In December 2023, UTA released a Request for Proposal (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on April 17, 2024. This contract is for three years plus 2 option years with a total 5 year not to exceed value of $45,000,000.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:
- Passenger ride quality
- Automobile cross-traffic ride quality
- Potential stray current issues

DISCUSSION:
UTA Staff is requesting approval of Task Order 24-018 with Stacy Witbeck, Inc. to complete the removal and replacement of the 5900 S Grade Crossing on the N/S line in the amount of $345,847.00. The scope of this request includes all time, labor, and other items needed to remove exiting crossing and replace it with embedded trackwork. By embedding the crossing, we extend the useful life, provide new rail, and create a smoother ride for both passengers and driving public. This Task Order has been determined to be within the scope of the Master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-018
Base Contract Effective Dates:	April 18, 2024 through April 30, 2029 (including option years) Period of Performance for this TO is through Dec 31, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	$392,230
Amendment Amount:	$345,847
New/Total Contract Value:	$738,077
Procurement Method:	April 18, 2024 through December 31, 2027
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:
Not replace the crossing this year. This will lead to continued rail and crossing wear, which may result in the derailment of trains or damaging vehicular traffic.

FISCAL IMPACT:
The Budget for this contract amendment is included in the 2024-2028 Approved Capital Plan Project SGR393

ATTACHMENTS:
1) Task Order

DocuSign Envelope ID: A3B6CA1F-A257-45C4-85EB-3A29F0F11E78

Project: SGR393 Grade Crossing Program
2264 S 900 W,
south Salt Lake, Utah 84119

Task Order Request #TO24-018 - 5900 South Trax Embedded GC

Status	Open	**Assignees**	Jacob Wouden
Created Date	Apr 30, 2024	**Issued Date**	Apr 30, 2024
		Location	24-018 5900 S Trax Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name	Stacy and Witbeck, Inc.	**Contract Start Date**	04/22/24
Account Code(s)	40-7393.63000.1002		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order	24-613 - 5900 South TRAX Embedded Crossing - Scope Letter and Price Proposal.pdf

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	**The Final Acceptance Date for this Task is**	12/31/24

3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	$345,847.00	**Independent Cost Estimate (ICE) link, if applicable**	TO24-018 5900 S Trax GC.pdf
This item is under UTA's simplified acquisition threshold ($200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	No	**This item is greater than UTA's simplified acquisition threshold ($200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the**	Yes

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original contract rates.	**appropriate range for approval.**

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?	Yes	**If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of**	1% - accounting for traffic control.

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation

Project Manager $0 - 24,999
Legal Review $25k or greater
Dir. of Capital Projects $25k - 74,999
Chief Service Dev. Ofcr. $75k - 199,999
Executive Director $200,000+
Procurement/Contracts (for all)

Signature (Legal)

By: DocuSigned by: Mike Ball 70E33A415BA44F6...

PM Approval

The costs associated with this task order have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

By: DocuSigned by: D5E0DB8278A44C4...
Name: Jacob Wouden
Date: 4/30/2024

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

By: DocuSigned by: 91ABD751A0BD4BE...
Name: Jared Scarbrough
Date: 4/30/2024

Signature (Procurement)

By: _____
Date: _____

Signature (Chief Service Development Officer)

By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director)

By: _____
Jay Fox, Executive Director
Date: _____

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COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)

DocuSigned by:
By: Collin Christensen
ACA3AB6260BB4E2...

Date: 5/1/2024

DocuSign Envelope ID: A3B6CA1F-A257-45C4-85EB-3A29F0F11E78

Stacy and Witbeck

April 22, 2024 On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-613 - 5900 South TRAX Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 5900 South on the Blue Line in Midvale with 207 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

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

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Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $21,080.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,238.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $3,521.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $4,614.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $9,043.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of $8,488.00 – This bid item includes the cost to provide traffic and pedestrian control required to perform the work.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,476.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 5900 South Embedded Crossing – 207 TF - Total $261,027.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 159 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 40 LF of curb and gutter, and 400 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 207 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96”x 15” track slab, rather than an 84” x 15” track slab.

1958 West North Temple
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Stacy and Witbeck

Bid Item 8000 – Rail Salvage Credit – 8 TN – ($180/TN) – Total ($1,440.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $8,672.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $24,128.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$345,847.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

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04/22/2024 15:01
24-613 5900 South TRAX Embedded Crossing
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	21,080.00	21,080.00
1100	Permits & Regulatory Approvals	1.000	LS	2,238.00	2,238.00
2000	Safety Program & Administration	1.000	LS	3,521.00	3,521.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,614.00	4,614.00
3000	QC Program & Testing	1.000	LS	9,043.00	9,043.00
5000	Traffic & Pedestrian Control	1.000	LS	8,488.00	8,488.00
6000	Construction Survey/Layout	1.000	LS	4,476.00	4,476.00
7000	5900 South Embedded Crossing	207.000	TF	1,261.00	261,027.00
8000	Rail Salvage Credit	8.000	TN	-180.00	-1,440.00
10000	Mobilization	1.000	LS	8,672.00	8,672.00
		Subtotal			$321,719.00
100000	Fee (7.5%)	1.000	LS	24,128.00	24,128.00
		Bid Total ========>			$345,847.00

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Date 0/02/2024

SGR393 On-Call Infrastructure Task #24-018
Contract: 20-03349VW

To whom it may concern,

Utah Transit Authority (UTA) has an On-Call Maintenance and Professional Services Contract with Stacy and Witbeck Inc., contract 20-03349VW. This document describes the scope of work that is being requested for the following task within the contract:

- **5900 South Grade Crossing Replacement.**
  - Proposal to include all costs to remove and replace 5900 South Grade Crossing on the Blue Line with new embedded crossing.
  - UTA to supply new 115# rail for use on the project.

This is Task Order #24-018 under this contract.

This task shall include the time for Option Year One, as described in the RFP for this contract. This includes the following staff:

- Infrastructure Project Manager (PM)
  - Manages contract, tasks, schedules, budget, cost estimating, contractor resource management and scheduling, and other Project Manager duties as required by this contract.
  - **Rate (with contractor fee and insurance): $131.00**
- Infrastructure Superintendent
  - Support the PM, acts as subject matter expert for track construction and general construction activities. Manages contractors field personnel and task order coordination with UTA operations.
  - **Rate (with contractor fee and insurance): $157.25**

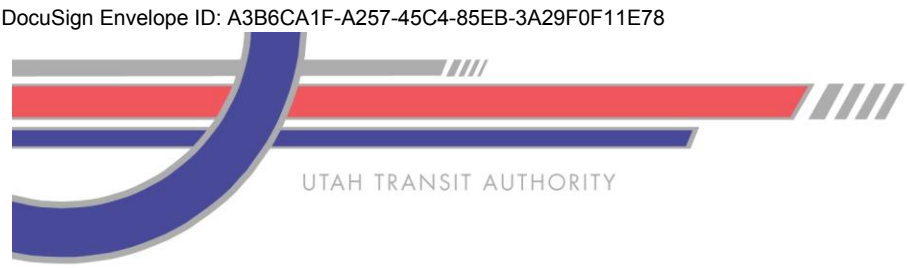
Please contact Jacob Wouden via email at Jwouden@rideuta.com if you have any questions.

Sincerely,

DocuSigned by:
D5E0DB8278A44C4... (Signature)

Jacob Wouden
Rail Infrastructure Project Manager
Utah Transit Authority

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Eric Barrett, Deputy Comptroller

TITLE:

Ratification of FTA Disbursement

AGENDA ITEM TYPE:
Disbursement

RECOMMENDATION:
Ratify Disbursement made to the Federal Transit Administration (FTA) relating to the Financial Management Oversight (FMO) review.

BACKGROUND:
Audit findings from FY 2017 and FY 2018 triggered a FMO Review. This review resulted in the need to return grant funds to the FTA in the amount of $5,557,291.00.

DISCUSSION:
After discussions were held with FTA representation, a wire transfer was made on May 14, 2024 to satisfy this FMO finding.

ALTERNATIVES:
None

FISCAL IMPACT:
$5.5 million in unbudgeted disbursement.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements
- **Hydraulic Power Units for Light Rail Vehicles**
- **Maintenance Shop Supplies**
- **Drug and Alcohol Testing**
- **Occupational Medical Services**
- **Stray Current Monitoring and Mitigation**
- **Traffic Signal Maintenance**
- **Trip Planning App Service**
- **Bus Stop Flatwork Construction**
- **IT Research and Advisory Services**

AGENDA ITEM TYPE:
Pre-Procurement

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
Utah's Public Transit District Act requires all contracts valued at $200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:
- ***Hydraulic Power Units for Light Rail Vehicles.*** This is a procurement to purchase 10 Light Rail Vehicle (LRV) Hydraulic Power Units (HPU). There are two HPUs on each vehicle and the units deliver precisely

controlled hydraulic pressure to all truck motors for controlled braking. Lead-times for these units to be rebuilt by the supplier have grown significantly over the last year, therefore UTA must increase its' inventory of units in the rebuild rotation to offset the growing lead-times and ensure product availability for LRV maintenance. These units will be purchased and placed into UTA's inventory, and will then be expensed to the LRV maintenance repair parts budget when installed on a vehicle. This will be a one-time purchase and an inventory Purchase Order will be issued to the selected vendor. (Req. 326767, Rob Balsamo).

- ***Maintenance Shop Supplies.*** This is a procurement to contract with a vendor to provide consumable shop supplies, personal protective equipment, lubes, adhesives,and other items to all UTA vehicle maintenance and facilities maintenance divisions. The selected firm will also order, deliver, and stock shop supplies to point-of-use vending machines located throughout each facility and filled with high-use shop supplies specific to each location. Funding for this contract is included in each division's maintenance shop supplies operating expense budget. This contract will have a base term of 3 years, plus two 1-year options for extension, and the procurement will be conducted as an RFP. (No-obligation req., Todd Mills)

- ***Drug and Alcohol Testing.*** The Total Rewards team is seeking to contract with a firm to provide required drug and alcohol testing services and Third Party Administrator services for UTA's drug and alcohol program. These services are required to remain compliant with UTA policy and DOT, FTA, and FRA regulations. This contract will have a base term of five years, plus five 1-year options for extension. Funding for this contract is included in the Total Rewards department operating expense budget. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (req. 13624, Lorin Simpson)

- ***Occupational Medical Services.*** This is a procurement to contract with a firm to provide occupational medical services for the agency. The chosen firm will provide the required new employee screenings, DOT physicals and certification exams, injury claim exams for workers compensation, return-to-work physicals, and fitness for duty physicals. These services are needed to remain compliant with UTA policy and DOT, FTA, and FRA regulations. This contract will have a base term of five years, plus five 1-year options for extension. Funding for this contract is included in the Total Rewards department operating expense budget. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (req. 13626, Lorin Simpson)

- ***Stray Current Monitoring and Mitigation.*** This is a procurement to contract with a firm to provide stray current monitoring and mitigation services. This contract is being established to meet the requirements as set forth in an agreement between Dominion Energy (formally Questar Gas) and UTA (Contract 15-1360). This agreement requires UTA to monitor stray current activities along its entire Light Rail Track system and mitigate the effects of stray current as identified from the testing and monitoring activities and in coordination with Dominion Energy. This contract will have a base term of 3 years, plus two 1-year options for extension. Funding for this contract is included in the State of Good Repair program budget under SGR047. This procurement will be conducted as an RFQu, where selection and award will be based on the firm's experience and qualifications. (req. 13633, Dean Hansen)

- ***Traffic Signal Maintenance.*** This is a procurement to contract with a firm to provide traffic signal maintenance services. The selected firm will perform traffic interconnect maintenance and support services under the day-to-day guidance of UTA, and in general conformance with a schedule and staffing budget. The Contractor selected for this project will be expected to address traffic signal coordination,

design, design review, programming modifications, and maintenance. The contract will also include traffic Queue Cutter and preemption projects that will require the services of a qualified Traffic Control professional and other necessary efforts at UTA. This contract will have a base term of three years, plus two 1-year options for extension. Funding for this contract is included in the State of Good Repair program budget under SGR403. This procurement will be conducted as an RFQu, where selection and award will be based on the firm's experience and qualifications. (req. 13632, Dean Hansen)

- ***Trip Planning Service.*** The Customer Experience team is seeking to partner with a firm in the deployment of a mobile transit trip planning app for UTA's service area. The selected firm will provide to UTA's customers a fully developed, robust and reliable mobile transit trip planning app. The firm will also demonstrate the ability to provide fare payment functionality to improve the UTA customer experience as well as to provide data to UTA to develop better transit service plans. The base term of this contract will be three years, with two 1-year options for extension. Funding for this project is included in the Customer Experience operating expense budget, and this procurement will be conducted as an RFP. (req. 13521, GJ LaBonty)

- ***Bus Stop Flatwork Construction.*** This procurement is to contract with a firm to provide concrete construction services for bus stop flatwork throughout Weber, Davis, and Salt Lake Counties. The selected firm will perform all site preparation and installation of concrete slabs to meet level 1 ADA access requirements at up to 45 locations in the UTA service area. Funding for this contract is included in the Capital Projects budget under code MSP301. The term of this contract will be for one year, or until the project is complete. The procurement will be conducted as an RFP. (req. 13574, Landon Dixon)

- ***IT Research and Advisory Services.*** This is a procurement to contract with a firm to provide information technology research and advisory services. The selected firm will assist IT Managers in researching products and technologies for ongoing technology development and acquisition. The services will include offering innovative approaches, IT process improvements, assisting with hardware and software acquisitions & management, data governance, and consultation for changes to ERP systems. The base term for this contract will be three years, with two 1-year options for extension. Funding for this contract is included in the Information Technology operating expense budget, and this procurement will be conducted as an RFP. (req. 13588, Kyle Brimley)

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Camille Glenn, Regional Manager - Ogden BU

TITLE:

Service Agreement: Trolley Bus Service Agreement (Layton City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Ratify and authorize executive director to enter a Trolley Bus Service Agreement with Layton City Corporation

BACKGROUND:
Since 2020, the City of Layton (City) and Utah Transit Authority (UTA) have partnered through a bus service agreement to provide Trolley service between the Layton and Clearfield Frontrunner Stations. The City funded twenty-five (25) percent of the operating cost of the service for the “Midtown Trolley Service” (Route 628), and UTA did not charge the customers a fare.

Although the contract was effective in January, we are now bringing this to the board for approval and ratification of past performance of this contract. Both UTA and the City desire to continue to offer this shuttle service at no fare to the customer in 2024.

DISCUSSION:
UTA will enter a one-year Bus Service Agreement with Layton City Corporation. This action will allow UTA to continue to serve the riders of the Route 628 at no fare. The value of this agreement is $206,900 and is intended to offset revenue not collected in fares.

CONTRACT SUMMARY:

Contractor Name:	Layton City Corporation
Contract Number:	24-F0380
Base Contract Effective Dates:	January 1, 2024 - December 31, 2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Amount Contract Value:	$206,900
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not authorize the contract with the city and forego contract revenue of $206,900

FISCAL IMPACT:

$22,488 in additional revenue to UTA as compared to 2023

ATTACHMENTS:

Contract

LAYTON CITY TROLLEY SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2024, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and Layton City Corporation, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

Whereas UTA is a large public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

Whereas the City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1) Term. The term of this Agreement shall have an effective start day of January 1, 2024,, and run through the December 31, 2024. .

2) Trolley Service.

   a) UTA agrees to provide trolley service (the "Service") on the route as described on the rideuta.com public website. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes.

   b) The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for anticipated farebox revenue.

   c) The route shall be called "Midtown Trolley". Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and the City, with appropriate compliance with UTA's approved Customer Information Standards guide.

   d) UTA will provide daily Service (Monday through Saturday) beginning January 1, 2024, and continuing through December 31, 2024. UTA will provide service as posted on the rideuta.com public website.

3) Payment for Service. UTA shall invoice the City for the Service in one instalment of $206,900, two hundred and six thousand, nine hundred, on November 1, 2024. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

4) Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5) Recognition of Sponsors. UTA agrees to identify the sponsors of the Service with 2 car-cards on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.

6) Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

7) Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

8) Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

9) Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

10) Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

Administrator			Utah Transit Authority
Attn:			Camille Glenn
Address			669 West 200 South
Address 2			Salt Lake City, Utah 84101
City, State, Zip			CGlenn@rideuta.com
Email			(801)626-1200
Phone			

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

Signature Block Found on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By:_____ Date:_____

Name:_____

Title:_____

By:_____ Date:_____

Name:_____

Title:_____

Approved as to Form:

By: ~~Michael L~~ Bell Digitally signed by Michael L Bell Date: 2024.05.13 14:00:19 -06'00' Date:_____

Name:_____

Title:_____

CITY

By: [signature] Date: 5-22-24

Name: Chad Wilkinson

Title: Community & Economic Development Director

By:_____ Date:_____

Name:_____

Title:_____

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Jordan Eves, Manager of Fare Strategy

TITLE:

Fare Agreement: Special Events Agreement for Western Stampede Rodeo (City of West Jordan)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to enter a Special Events Agreement with the City of West Jordan.

BACKGROUND:
UTA has historically partnered with events to allow attendees to use their event ticket-as-fare on the UTA system. Event tickets are printed with the UTA logo and specific wording that identifies the ticket-as-valid transit fare for the date identified on the event ticket. This partnership is formalized through an Event Pass Agreement that is negotiated by the Fares team and approved by the Board of Trustees.

Utah Transit Authority is partnering with the City of West Jordan to allow event attendees to use their ticket-as-fare for the following events taking place at the West Jordan Rodeo Grounds from July 4-6: Western Stampede Rodeo and Carnival.

This partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid services include all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. Paratransit eligibility applies. Both the City of West Jordan and UTA desire to partner together to offer ticket-as-fare to the event's ticket holders.

DISCUSSION:
Staff recommends partnering with the City of West Jordan as described above for the upcoming rodeo and

carnival taking place July 4-6, 2024. In exchange for the transit fare, the City of West Jordan agrees to pay the base purchase price of $5,625.

CONTRACT SUMMARY:

Contractor Name:	City of West Jordan
Contract Number:	24-F0387
Base Contract Effective Dates:	July 1-7, 2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$5,625
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with the City of West Jordan for ticket-as-fare, requiring attendees to utilize other fare alternatives.

FISCAL IMPACT:

$5,625 in revenue.

ATTACHMENTS:

1. Contract

SPECIAL EVENTS AGREEMENT
Tickets for Transit

This Special Events Agreement-Tickets for Transit ("Agreement") is entered into on July 1, 2024, by and between the City of West Jordan, a municipal corporation and a political subdivision of the state of Utah ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA hereafter collectively referred to as the "parties" and either of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host a Western Stampede Rodeo and Carnival July 4,5, and 6 in 2024 at the West Jordan Fairgrounds which is located 1985 W. 7800 S. West Jordan, UT ("Venue"); and

WHEREAS Sponsor desires to procure transit passes for transportation to its Special Event using UTA's transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a lump sum payment for an anticipated number of tickets.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, 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:

SECTION I: DEFINITIONS

1) The term **"Base Service"** means public transit service as produced in UTA's ordinary operations and published at www.rideuta.com.

2) The term **"Effective Date"** shall mean July 1, 2024, unless the parties agree otherwise above.

3) The term **"Special Event"** shall mean an event sponsored by West Jordan City and held at the Venue stated above.

SECTION II: TERMS AND CONDITIONS

1) Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program (the "Program"), whereby the Sponsor procures transit passes for ticket holders to its Special Event (the "Tickets for Transit Pass").

2) Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow

Sponsor to provide a Tickets for Transit Pass to ticket holders ("Authorized Users") attending the Special Event at the Venue.

3) Payment.

a) Sponsor shall pay to UTA the base purchase price of $5,625 for the Special Event and 30,000 authorized users.

b) On or before July 1, 2024, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty (30) days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

4) Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through July 7, 2024.

5) Pass Recognized as Fare Payment. An Authorized User's Special Event ticket shall also serve as a transit pass when: (1) printed with the wording "Valid as UTA fare on the date indicated" or similar wording approved by UTA; (2) used for fare payment on the date of the event stated on the ticket (Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event, paratransit eligibility applies); and (3) issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the Special Event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the Sponsor-issued email displaying the attendee's ticket, a Sponsor-issued ticket, electronic ticket, or a mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Sponsor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators and fare collectors, so they are aware of them prior to the event.

6) Use of the UTA Logo.

a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

b. If and when Sponsor chooses to use the UTA Logo, the UTA Logo shall be used in a professional manner.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to utilize Sponsor's services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7) Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.

8) Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

9) Waiver and Release. The Parties hereby agree that Sponsor shall not be responsible or liable for the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User. Sponsor's in-kind purchasing of fares does not create an agency, representative, or special relationship with any Authorized User. All Authorized Users shall be deemed and treated as if they had paid their own fare and subject to the same terms and conditions applicable to any other UTA rider who has not benefitted from the Program. The Parties agree that Authorized User will not be deemed an agent, representative, or licensee of Sponsor. UTA hereby expressly waives and releases Sponsor from any liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from or related to the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law from participation in this Agreement and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from such negligent or wrongful acts or omissions. Except

as set forth herein, neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Sponsor may terminate all or part of this agreement in the event of a pandemic (as specified by the World Health Organization) preventing all or part of the Event from taking place. Sponsor shall only be responsible to pay UTA a pro-rated amount owed under this Agreement for the portions of the Event that occurred.

11. Nondiscrimination. Sponsor and UTA shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14. Dispute Resolution. In the event there is a dispute arising under this Agreement it shall be referred to successive levels of leadership for resolution, beginning with the UTA Fares Director and her equivalent in Sponsor's organization and culminating with the Executive Director of UTA and the Managing Director of Sponsor's Headquarters' Facilities. If resolution is not achieved as the Executive Director/Managing Director level, either Party may bring the issue to litigation in a court of competent jurisdiction within Salt Lake County, Utah.

15. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

16. Governing Law. This Agreement will be construed as a whole in accordance with its fair meaning and in accordance with the laws of the state of Utah. The Parties acknowledge that they have read this Agreement and are fully aware of its content and its legal effect. The terms of this Agreement have been negotiated by the Parties and their respective legal counsel. Accordingly, the terms of this Agreement may not be construed in favor of or against any Party. The headings used in this Agreement are for reference only and may not affect the construction of this Agreement.

17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, all of which together shall constitute one and the same instrument. Any copy, facsimile, electronic, or other non-original duplication of an original signature of this Agreement shall be deemed an original for purposes of the enforcement or establishment of the validity or

authenticity of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR

By: _____ Date: Feb 6, 2024

Name: Dirk Burton

Title: Mayor

Attest: _____
City Recorder

UTAH TRANSIT AUTHORITY

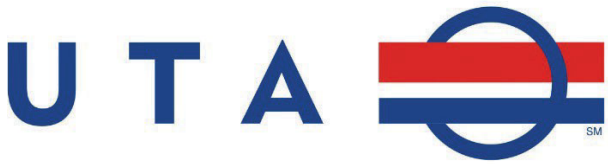
By: _____ Date: _____
Name:
Title

By: _____ Date: _____
Name:
Title:

Approved as to Form:

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 5/13/2024
Mike Bell
Assistant Attorney General
Counsel for UTA

Exhibit "A"
UTA Logo



Special Event Pass Agreement - Western Stampede 2024

Final Audit Report 2024-02-07

Created:	2024-02-06
By:	Krista Smith (krista.smith@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4fvvrZBNgjUXOiOn9phE1vmW2FErosRT

"Special Event Pass Agreement - Western Stampede 2024" History

Document created by Krista Smith (krista.smith@westjordan.utah.gov)
2024-02-06 - 2:20:03 PM GMT- IP address: 136.38.102.26

Document emailed to dirk.burton@westjordan.utah.gov for signature
2024-02-06 - 2:21:05 PM GMT

Email viewed by dirk.burton@westjordan.utah.gov
2024-02-06 - 2:58:26 PM GMT- IP address: 174.195.98.17

Signer dirk.burton@westjordan.utah.gov entered name at signing as Dirk Burton
2024-02-06 - 2:59:44 PM GMT- IP address: 174.195.98.17

Document e-signed by Dirk Burton (dirk.burton@westjordan.utah.gov)
Signature Date: 2024-02-06 - 2:59:46 PM GMT - Time Source: server- IP address: 174.195.98.17

Document emailed to Tangee Sloan (tangee.sloan@westjordan.utah.gov) for signature
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Email viewed by Tangee Sloan (tangee.sloan@westjordan.utah.gov)
2024-02-07 - 8:19:55 PM GMT- IP address: 67.214.227.98

Document e-signed by Tangee Sloan (tangee.sloan@westjordan.utah.gov)
Signature Date: 2024-02-07 - 8:20:18 PM GMT - Time Source: server- IP address: 67.214.227.98

Agreement completed.
2024-02-07 - 8:20:18 PM GMT

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Daniel Hofer, Director- Capital Programming and Support Greg Andrews- Senior Capital Budget Analyst

TITLE:

TBA2024-06-01 - Technical Budget Adjustment - 2024 Capital Program

AGENDA ITEM TYPE:
Other Approval

RECOMMENDATION:
Approve TBA2024-06-01 to authorize transfer of $3.575 million between various projects within the 2024 Capital Budget as presented.

BACKGROUND:
Board Policy 2.3 Budget allows the Board of Trustees to amend or supplement the Authority's budget at any time after its adoption. The Board may do this through a Technical Budget Adjustment (TBA) when the request does not increase budget authority, or through a Budget Amendment, after consultation with the Local Advisory Council, when an increase in the annual appropriation authority is requested.

DISCUSSION:
This Technical Budget Adjustment will transfer a total of $3.575 million to various projects within UTA's 2024 capital program to aid in the delivery of projects this year. This request will affect the current budget total of 16 different projects within UTA's capital program. Due to the length of the list, a supplemental document has been provided that details the current budgets for the affected projects, the requested amount, and the proposed new total, dependent on approval from the Board of Trustees.

The main benefits UTA anticipates will result from the proposed Technical Budget

Adjustment include:

- Aligning budgets with contract milestones or anticipated expenditure amounts for the projects thru the end of 2024.
    - The Human Resource Information System project's budget was programmed against the 2024-2028 Five Year Capital Plan amount. The contract was approved against the entire $3.75 million budget in January covering years 2024-2026. To right-size this budget with the approved contract amounts, the budget needs to be adjusted by increasing available 2024 funds to accommodate the first year's full payment and remove the 2026 capital budget number during the 2025-2029 capital planning efforts. This will not affect the overall price agreed to previously in January 2024 and result in an overall net reduction of about $600,000 on the project budget (not contract) when the new capital plan is created.
    - The Rail Switches and Trackwork Controls project experienced a delay due to materials arriving later this year than previously anticipated. This funding is currently being included in the capital planning efforts to incorporate into next year's budget to accommodate the shift in the construction schedule.
- Additional police vehicles to help decrease the number of older or high-mileage vehicles in their current fleet.
- Improved safety and security enhancements at park and ride and end of line locations.
- Ability to better meet federal compliance requirements.

ALTERNATIVES:

The following are options the Board could consider and the potential impacts of those decisions:

- Projects would be cancelled.
- Projects could be delayed until next year.
- Delays in meeting federal compliance obligations.
- The board may request revisions to the proposed Technical Budget Adjustment.

FISCAL IMPACT:

The proposed TBA of $3.575 million will be funded by the approved 2024 Capital Budget. Funds will redistributed among the projects as described in the supplemental file contained within this packet, with those delayed projects being accounted for in the 2025-29 Capital Plan currently being developed.

There is no increase in budget authority or impact on UTA's Fund Balance with this TBA.

ATTACHMENTS:

- TBA2024-06-01 Technical Budget Adjustment - Capital
- TBA2024-06-01 Technical Budget Adjustment - Capital Details

UTAH TRANSIT AUTHORITY
2024 CAPITAL BUDGET
TECHNICAL BUDGET ADJUSTMENT

REF#: TBA 2024-06-01

	Funding Sources	Adopted 2024 Budget	Technical Budget Adjustment	Amended 2024 Capital Budget
1	UTA Current Year Funding	$ 134,872,000		$ 134,872,000
2	Grants	60,553,000		60,553,000
3	Local Partner Contributions	8,913,000		8,913,000
4	State Contribution	13,483,000		13,483,000
5	Leasing	39,725,000		39,725,000
6	Bonding	6,994,000		6,994,000
7	**Total Funding Sources**	**264,540,000**	**-**	**264,540,000**
	Expense			
7	**Capital Services**	**208,806,000**	**(2,998,000)**	**205,808,000**
	MSP247- LRV Seat Replacement	43,000	207,000	250,000
	SGR370- Red Light Signal Enforcement	3,956,000	350,000	4,306,000
	SGR404- Rail Switches & Trackwork Controls	7,000,000	(2,600,000)	4,400,000
	MSP132- IPCS Support	23,000	20,000	43,000
	SGR409- Systems Restrooms	2,135,000	(450,000)	1,685,000
	MSP102 - Depot District	1,000,000	(500,000)	500,000
	FMA679- Building Remodel/Reconfig	1,490,000	(25,000)	1,465,000
8	**Finance**	**28,877,000**	**-**	**28,877,000**
9	**Enterprise Strategy**	**9,970,000**	**788,000**	**10,758,000**
	ICI 146 FrontRunner WiFi Enhancements	250,000	788,000	1,038,000
10	**Operations**	**6,678,000**	**1,200,000**	**7,878,000**
	FMA645- Police Vehicles	636,000	1,200,000	1,836,000
11	**Planning & Engagement**	**6,131,000**	**305,000**	**6,436,000**
	MSP292- Paratransit- AOPP Study	296,000	55,000	351,000
	MSP294- Planning Managed Reserves	650,000	250,000	900,000
12	**Executive Director**	**2,448,000**	**180,000**	**2,628,000**
	FMA658- Bus Camera Replacement	620,000	180,000	800,000
13	**People**	**1,630,000**	**525,000**	**2,155,000**
	ICI228- CPO New HRIS System	1,500,000	500,000	2,000,000
	MSP291- Care ATC buildout	55,000	25,000	80,000
14	**Total Expense**	**$ 264,540,000**	**$ -**	**$ 264,540,000**

TBA2024-06-01 Capital Budget Adjustment Details

Project Code/Name	2024 Budget	Requested Amount	Total
MSP247- LRV Seat Replacement	43,000	207,000	250,000
ICI228- CPO New HRIS System	1,500,000	500,000	2,000,000
MSP292- Paratransit- AOPP Study	296,000	55,000	351,000
SGR370- Red Light Signal Enforcement	3,956,000	350,000	4,306,000
ICI146- FrontRunner WiFi enhancements	250,000	788,000	1,038,000
FMA543- Police Vehicles	636,000	1,200,000	1,836,000
FMA658- Bus Camera Replacement	620,000	180,000	800,000
MSP291- Care ATC buildout	55,000	25,000	80,000
MSP294- Planning Managed Reserves	650,000	250,000	900,000
MSP132- IPCS Support	23,000	20,000	43,000
SGR404- Rail Switches & Trackwork Controls Rehab/Replace	7,000,000	(2,600,000)	4,400,000
SGR409- Systems Restrooms	2,135,000	(450,000)	1,685,000
MSP102 - Depot District	1,000,000	(500,000)	500,000
FMA679- Building Remodel/Reconfig	1,490,000	(25,000)	1,465,000
Total	**19,654,000**	**-**	**19,654,000**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Megan Waters, Community Engagement Director Eric Callison, Manager of Service Planning

TITLE:

UTA 2025-2029 Five-Year Service Plan Draft Network

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational item for discussion

BACKGROUND:
Per UTA Board of Trustees Policy No. 3.2 and in compliance with Utah Public Transit District Act, the UTA Five-Year Service Plan (5YSP) is updated every two years. The UTA Local Advisory Council reviews, approves and recommends the plan for adoption by the Board of Trustees.

To initiate the public outreach process, UTA Service Planning is presenting the draft 5YSP network that will be taken to public comment in June and July. The draft network contains proposed changes for April 2025 Change Day, with other changes listed for the period 2026-2029. These changes have not yet been phased into specific years. All changes are subject to public comment and internal and external vetting; revised changes will be phased and combined into a final draft plan for additional comment in August and September.

The final 5YSP will be presented to the Local Advisory Council for approval in November 2024, with adoption by the Board of Trustees planned for December. The service implementation process for April 2025 Change Day will begin immediately thereafter.

Once approved, proposed changes in the 5YSP will enter UTA's annual budgeting process and be further vetted for resource availability and operational feasibility. Additional service changes may be presented to the board during the annual service process prior to change day, along with Title VI information.

Public engagement for the 5YSP will include the following:

- Online maps and descriptions of changes for public comment
- Local government/stakeholder public presentations
- Official public comment period (June-July, August-September)

DISCUSSION:

The following changes are proposed for April 2025:

- Service will increase on Route 39, 3900 South, from 30-minute headways on weekdays to 15-minute headways;
- Service will increase on Route 201, State Street South, from 60-minute headways on weekdays to 30-minute headways; and
- Service will increase on Route 218, Sandy/South Jordan, from 60-minute headways on weekdays to 30-minute headways.

The following changes are proposed for the period between 2026 and 2029:

Davis, Weber, and Box Elder County:

The following routes add service to new areas: 400, 417, 470X, 562, 563, 600, 609, 610.

The following routes will be modified either in terms of alignment or frequency: 604, 612, 613, 626, 627, 628, 630, 640, 645.

The following routes will be discontinued and replaced by other services: 455, 470, 473, 601, 616, F618, F620, 625, F638.

Salt Lake and Tooele Counties:

The following routes add service to new areas: 18, 26, 31, 50X, 78, 126, 203, 208, 236, 256, F264, 503, 504.

The following routes will be modified either in terms of alignment or frequency: 2, 17, 35, 39, 45, 47, 62, 72, 200, 205, 209, 213, 217, 218, 220, 223, 227, 240, 248, 501, 502, 720, 871.

The following routes will be discontinued and replaced by other services: 201, 509, 513, 551, F556, F578, F590.

Utah County:

The following routes add service to new areas: 581, 582, 583, 584, 585, 823, 846, 860.

The following routes will be modified either in terms of alignment or frequency: 830X, 833, 850, 862.

The following route will be discontinued and replaced by other service: 806.

A detailed discussion of these proposed changes, as outlined in the attached concept memo and presentation, will be presented at the Board Meeting.

ALTERNATIVES:
The proposed plan is being presented for feedback and for public comment before a final draft 5YSP is presented to the Local Advisory Council for approval and the Board of Trustees for adoption. We encourage feedback from all parties to the plan being presented at this meeting.

FISCAL IMPACT:
The fiscal impact of the plan's implementation will be vetted through the annual budget process. The attached draft FYSP includes information on the resources required to deliver the plan through additional hours, miles shifts and pullouts. This includes:

For April 2025 Change Day, the addition of: 24,390 hours, 290,557 miles, 12 shifts, and 5 pullouts.

For the 2026-2029 Plan, the addition of: 153,244 hours, 2,002,677 miles, 64 shifts, and 2 pullouts.

Staff/consultant time was also expended to create the Five Year Service Plan.

ATTACHMENTS:
2025-2029 Five Year Service Plan: Technical Memorandum to the Board of Trustees

UTAH TRANSIT AUTHORITY

669 West 200 South
Salt Lake City, UT 84101

Memo

2025-2029 Five Year Service Plan: Technical Memorandum to the Board of Trustees

June 2024

Introduction

The Five-Year Service Plan establishes a route map for UTA's transit service for the next five years, from 2025 through 2029. This plan is updated every two years and reflects UTA's intended service based on the best and most recent information available; the previous iteration of this plan was the 2023-2027 Five-Year Service Plan. This memorandum provides a summary of service changes proposed for April 2025 Change Day and for the remainder of the 2025-2029 plan horizon, organized by geography and by type of change (new service added, route realignments or frequency changes, and discontinuations).

Relationship To Other UTA Plans

The Five-Year Service Plan feeds into and is fed by other UTA planning documents:

- UTA's Long Range Transit Plan identifies projects, including service and capital projects, for implementation through 2050. This Five-Year Service Plan overlaps with Phase One (2023-2032) of the Long Range Transit Plan, and includes many projects from that Plan. Phase One Long Range Transit Plan projects not addressed in this Five-Year Service Plan are listed at the end of this memorandum.
- Capital needs associated with the Five-Year Service Plan (for instance, new operator restrooms, park and rides, or other physical infrastructure) are captured within the Five-Year Capital Plan. Similarly, service needs associated with capital transit investments are reflected within this Five-Year Service Plan.
- The first year of the Five-Year Service Plan becomes the Annual Service Plan, and integrates operational planning to ensure that adequate staff are onboarded to run the new transit services proposed.
- Annual Change Days in April and August each year implement the Annual Service Plan.

669 West 200 South
Salt Lake City, UT 84101

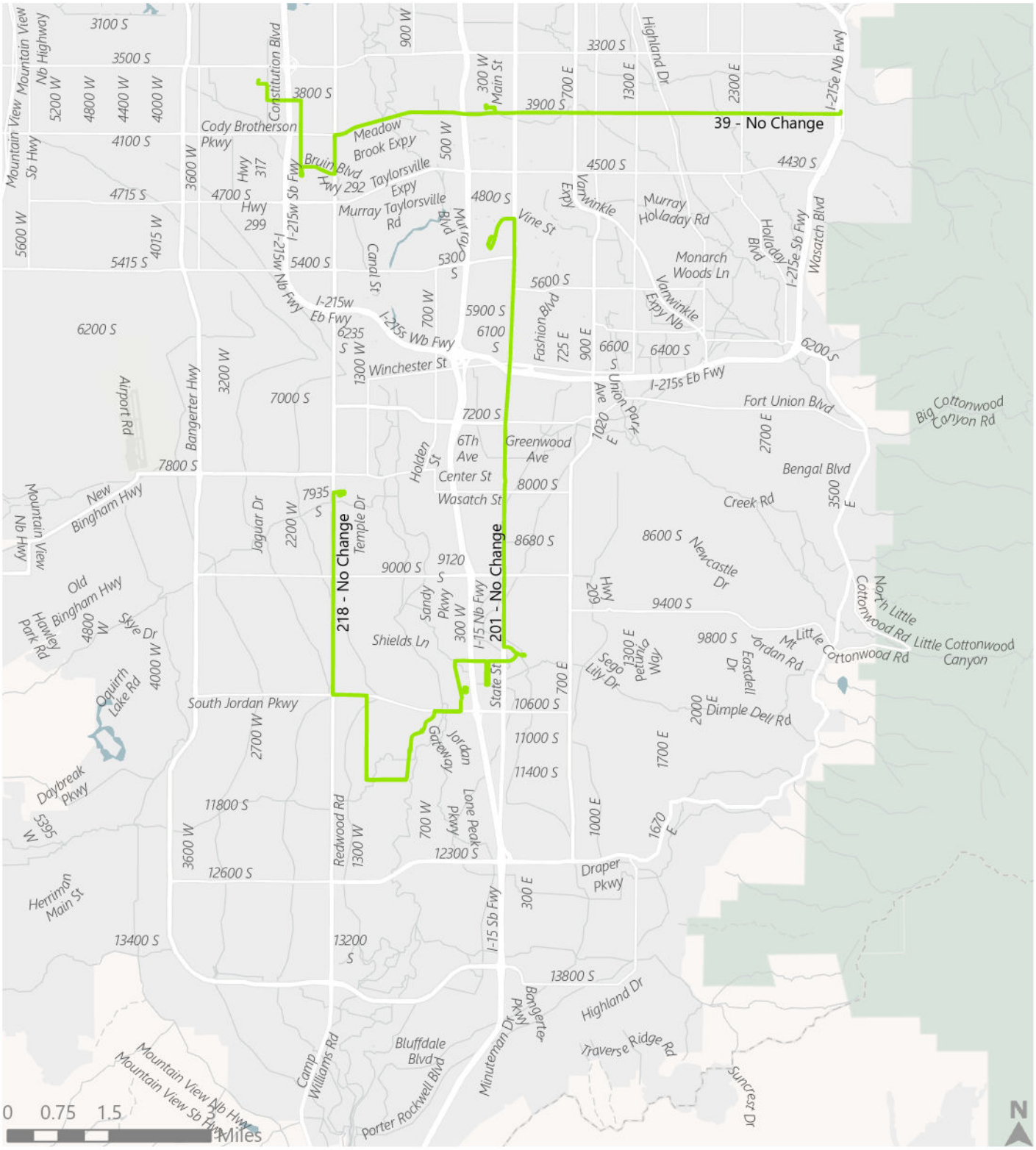
2025-2029 Service Plan

April 2025 Change Day

Service changes for the April 2025 Change Day are anticipated to be limited, but may be expanded in response to public comment if staffing and operating resources permit. In Salt Lake County, service will be increased on the following routes:

- Service will increase on Route 39, 3900 South, from 30-minute headways on weekdays to 15-minute headways;
- Service will increase on Route 201, State Street South, from 60-minute headways on weekdays to 30-minute headways; and
- Service will increase on Route 218, Sandy/South Jordan, from 60-minute headways on weekdays to 30-minute headways.

These changes are restoring transit services that were reduced during the pandemic due to lack of staff. Paratransit service will not be impacted, as route alignments will not change, only frequencies. No other changes are proposed for April 2025 Change Day. These changes are shown in Figure 1. Changes in miles and hours are shown in Exhibit A.



Proposed Service Chances

No Change

Figure 1: 2025 Service Changes in Salt Lake County

669 West 200 South
Salt Lake City, UT 84101

2026-2029 Service Plan

The following sections identify additions, revisions, or reductions of service proposed for the 2026-2029 time frame. The discussion is limited only to routes with proposed changes; if no changes are proposed for a particular route, it is not discussed in this memorandum and will continue in its current configuration. Routes are grouped geographically: Box Elder, Weber, and Davis Counties; Salt Lake and Tooele Counties; and Utah County. Proposed changes are shown in Figure 2 through Figure 7. Changes in miles and hours are shown in Exhibit B through Exhibit D.

Box Elder, Weber, and Davis Counties

New Service Added

The following routes add service to new areas.

- Route 400, Orchard Drive/State Capitol, is a new 30-minute all-day route that will connect Salt Lake Central Station, Woods Cross FrontRunner Station, employment centers in Bountiful, destinations along Orchard Drive, and the Utah State Capitol. This route covers portions of Route 455 that will be discontinued when Route 470X, the Davis-SLC Community Connector, begins operations. Route 400 also replaces sections of Route 200 at the State Capitol.
- Route 417, Redwood Road/Legacy Crossing, will provide 30-minute all-day service on Redwood Road between North Temple (Salt Lake City) and 500 South (Woods Cross), Woods Cross FrontRunner Station, Orchard Drive north of 500 South (Bountiful), and commercial arears near I-15 in Centerville. This route addresses requests from community partners and residents for improved school access, and reduces the need for on-demand service in this area. In addition, it provides connections to residential areas in North Salt Lake.
- Route 470X, Davis-SLC Community Connector, will provide all-day 15-minute service between Farmington FrontRunner Station and Research Park at the University of Utah. This corridor-based BRT route has been studied by UTA and partner organizations since the mid-2000's, and is currently in the environmental and preliminary design stage. Operations are expected to begin in 2027. This route provides frequent service with enhanced passenger amenities for commuters traveling between bedroom communities in Davis County and major work destinations in downtown Salt Lake City and at the University of Utah. This change also improves operator work by providing operators with a more stable location (at Farmington FrontRunner Station) to lay over. Route 470X will replace Route 470, Ogden/Salt Lake Intercity, south of Farmington FrontRunner Station. Route 470 north of Farmington will be replaced by

15-minute service on Route 600 as discussed later in this section. Route 470X will also replace portions of Route 455, U of U/Davis County/Weber State University, which will be discontinued when service starts on 470X.

- Zone 562, North Weber Innovative Mobility Zone, will be a new zone that covers North Ogden, Marriott-Slaterville, Harrisville, Plain City, and Pleasant View. This replaces the portion of Route 612 in North Ogden, and areas previously served by Route 616, which has been suspended.
- Zone 563, Brigham City Innovative Mobility Zone, will be a new zone covering Brigham City and Perry. This replaces Route F638, which previously served as a local circulator in Brigham City with 60-minute headways.
- Route 600, Ogden/Farmington, will add 15-minute service to the current Route 470 corridor between Farmington FrontRunner Station and Ogden Garage, connecting to commercial areas in Layton, Clearfield FrontRunner Station, and Ogden FrontRunner Station in between. This route replaces the portion of Route 470 that provided 30-minute service from Farmington FrontRunner Station northward. It also replaces the Ogden Trolley (Route 601) which had served downtown Ogden every 20 minutes, and the Midtown Trolley (Route 628) which served destinations in Layton and Clearfield every 30 minutes.
- Route 609, Farmington/WSU, will be a new route serving park and ride lots on Highway 89 in east Davis County with 30-minute all-day service. This route will replace portions of Routes 455 (U of U/Davis County/Weber State University) and 473 (Salt Lake/Ogden Highway 89).
- Route 610, Ogden Shuttle, will be a new route serving destinations in Ogden and South Ogden. This route provides 30-minute service to areas where service was reduced during the pandemic, and replaces portions of Routes 612 in Washington Terrace and South Ogden, Route F618 to the Lantern House in Ogden, and Route 625 on Harrison Boulevard. Route 610 will also provide new connections from all these areas to Ogden FrontRunner station.

Realignments or Frequency Changes to Existing Service

The following routes will be modified either in terms of alignment or frequency.

- Route 604, West Ogden, will extend its 60-minute service eastward from its current terminus at Washington Boulevard to Weber State University along 30th Street. This replaces a portion of Route 455 in the area, which had provided 30-minute service between Weber State University and downtown Ogden. It also replaces a portion of Route 625, which provided 60-minute

service between Ogden's east side and educational facilities near Washington Boulevard and 2nd Street in the northern part of Ogden. This change improves operator work by providing operators with a more stable location to lay over at Roy FrontRunner Station, and shortens the route to Roy FrontRunner Station. Route 604 will be realigned to serve Midland Drive and 3300 South, replacing portions of Route F620 where new development is occurring.

- Route 612, Washington Boulevard, will be extended to Pleasant View Station. This will create a new park and ride and transfer connection in North Weber County. It will also eliminate the loop around North Ogden, and that area will now be served by the North Weber Innovative Mobility Zone (Zone 562, mentioned previously in this memorandum). The route will also be shortened to end at Ogden Station via 25th Street. Portions of this route will be replaced by Routes 600 (the new Ogden/Farmington route described previously in this memorandum), 610 (the new Ogden Shuttle previously discussed), and 645 (Monroe Boulevard). The previous 2023-2027 Five-Year Service Plan proposed a Route 631 in the "Vision" phase of the plan, which would connect Ogden FrontRunner Station to Pleasant View FrontRunner Station along Wall Avenue and Highway 89; the proposed Route 612 extension, along with Routes 613 and 630 as discussed below, will address that need for connection.
- Route 613, Weber Industrial Park, will be rerouted to serve Business Depot Ogden (BDO), and will replace the F618 (BDO Flex). Currently, Route 613 skips BDO and does not provide direct access; this change will provide direct access to BDO and eliminate the need for the F618, providing 30-minute direct route service to BDO throughout the day. Route 613 will also connect with Route 612 at Pleasant View Station. Route 613 will also serve stops on 20th and 21st Streets that were previously served by Route F620.
- Route 626, West Roy/Clearfield Station, will be extended from 5600 South to serve Roy FrontRunner Station, replacing a portion of Route 604. This improves transfers between local buses and FrontRunner, and provides operators with a more stable location to lay over at Roy FrontRunner Station. This change is a carryover from the 2023-2027 Five-Year Service Plan.
- Route 627, Clearfield Station/Davis Technical College, provides a new connection to north-south service and to the Fruit Heights Park and Ride, as previously proposed in the 2023-2027 Five-Year Service Plan. The route will run on Main Street between Clearfield Station and Layton Hills Mall and replaces part of Route 470. Frequency will be increased to 30-minute service.

- Route 628, West Layton, will replace portions of existing Routes 627 (Clearfield Station/DATC) and 628 (Midtown Trolley), as well as provide coverage to areas west of I-15 not previously served. This route will provide 30-minute service using UTA's regular bus fleet instead of a dedicated trolley vehicle.
- Route 630, Brigham City/Ogden Commuter, will increase weekday frequencies from 60 minutes to 30 minutes. The route will also serve Pleasant View Station directly, rather than via streetside stops, to create a transfer with Routes 612 and 613.
- Route 640, Clinton/Sunset, will be shortened to run between Clearfield and Roy FrontRunner Stations, which will eliminate service on this route to commercial areas in Layton as well as Weber State University. This will improve transfer connections at both ends of the route, and improve operator work by giving operators more stable locations to lay over. Route 600 will replace the section of Route 640 that serves Layton Hills Mall, Route 628 will provide service north of Layton Hills Mall, and Route 645 will provide replacement service to Weber State University along 4400 South.
- Route 645, Monroe Boulevard, will reroute from 30th Street to 40th Street and 4400 South, in order to reduce duplication with OGX service. In addition, service will increase to every 30 minutes, up from every 60 minutes. As noted above, this route replaces portions of Route 612 and 640.

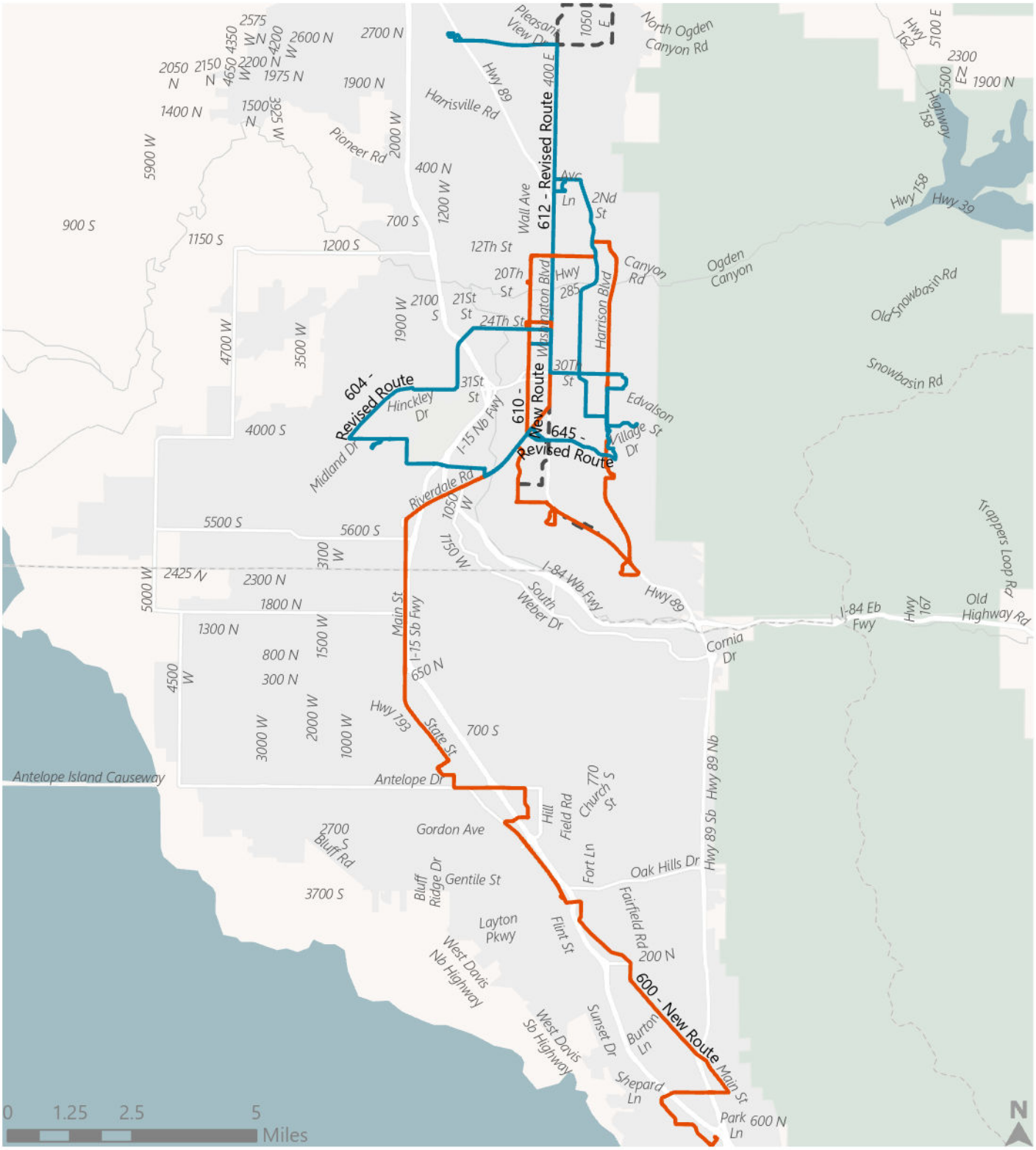
Discontinued Service

The following routes will be discontinued as part of the 2025-2029 Five-Year Service Plan.

- Route 455, U of U/Davis County/Weber State University, will be replaced by portions of Routes 400, 417, 470X, 604, and 609, as described elsewhere in this memorandum.
- Route 470, Salt Lake/Ogden Intercity, will be replaced by 15-minute service on Route 470X, Davis-SLC Community Connector and Route 600, Ogden/Farmington.
- Route 473, Salt Lake/Ogden Highway 89, will be discontinued. High-capacity service will be provided in the future by 470X, Davis-SLC Community Connector, and increased frequency on Route 750, FrontRunner. Service to park and ride lots on Highway 89 will be provided by Route 609.
- Route 601, the Ogden Trolley, will be discontinued and replaced by 15-minute service on Route 600, Ogden/Farmington.

669 West 200 South
Salt Lake City, UT 84101

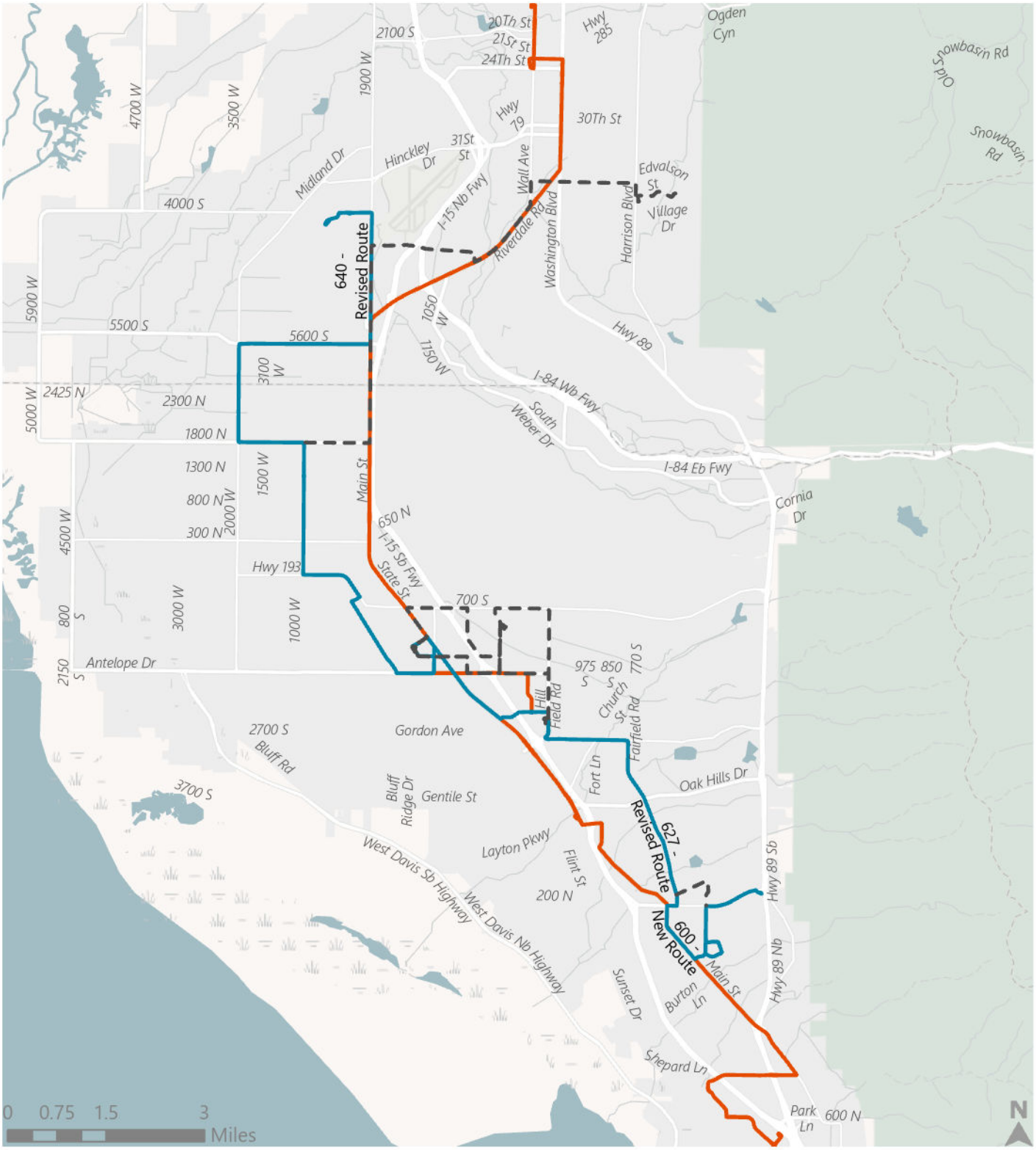
- Route 616, Pleasant View FrontRunner Connector, has been suspended and will be discontinued, replaced by multiple routes in Ogden as well as Zone 562, North Weber Innovative Mobility Zone.
- Route F618, BDO Flex, will be discontinued and replaced by service on Routes 610 (Ogden Shuttle) and 613 (Weber Industrial Park).
- Route F620, West Haven Flex, will be discontinued and replaced by service on Routes 604 (West Ogden) and 613 (Weber Industrial Park).
- Route 625, Harrison Boulevard, will be discontinued and replaced by service on Routes 604 (West Ogden) and 610 (Ogden Shuttle).
- Route F638, Brigham City Flex, will be discontinued and replaced by Zone 563, Brigham City Innovative Mobility Zone.



Proposed Service Chances

- New Route
- Revised Route
- Discontinued

Figure 2: 2026-2029 Ogden Local Service Changes



Proposed Service Chances

- New Route
- Revised Route
- Discontinued

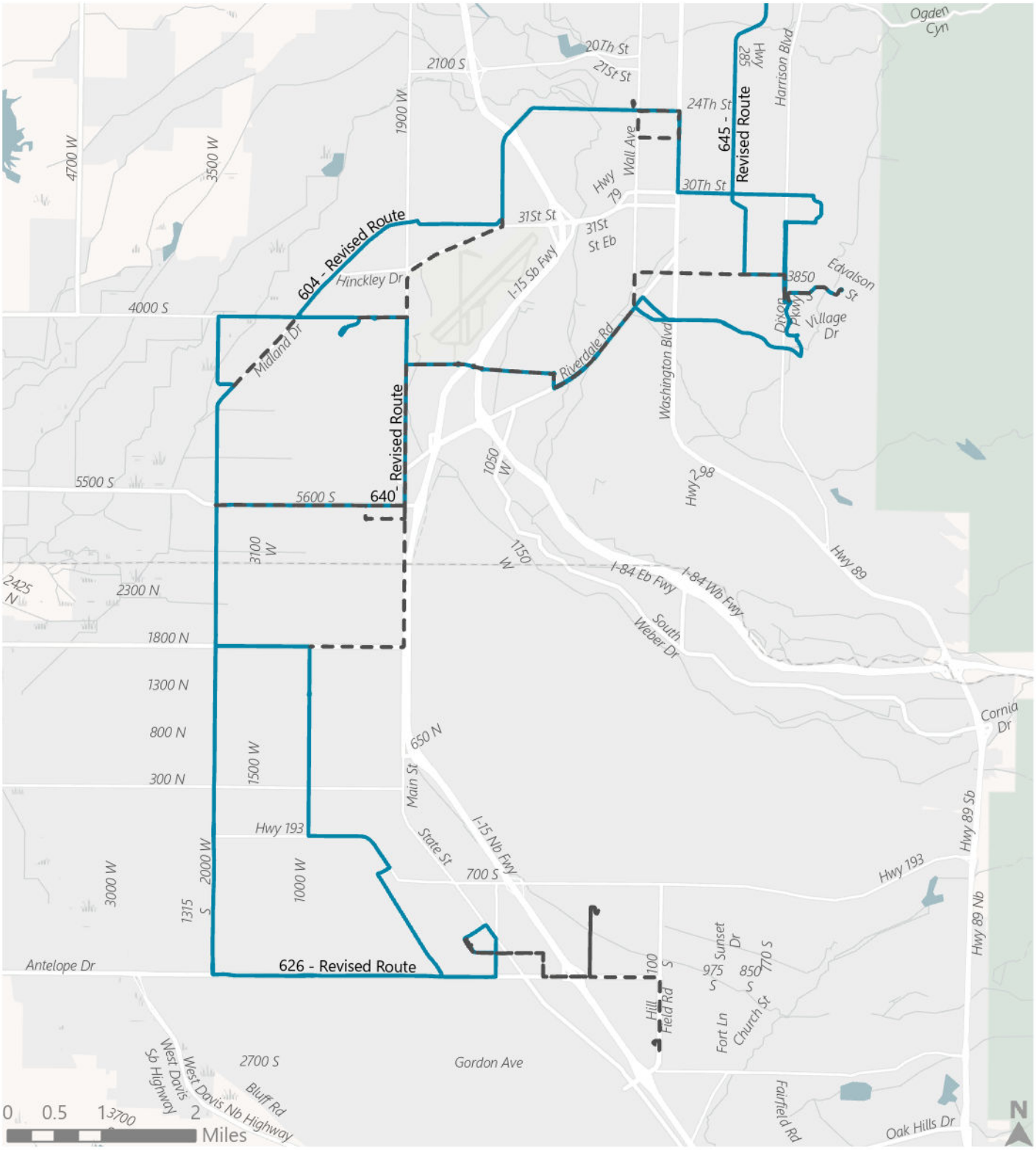
Figure 3: 2026-2029 Weber/Davis Regional Service Changes, North Davis and Weber Counties



Proposed Service Chances

New Route

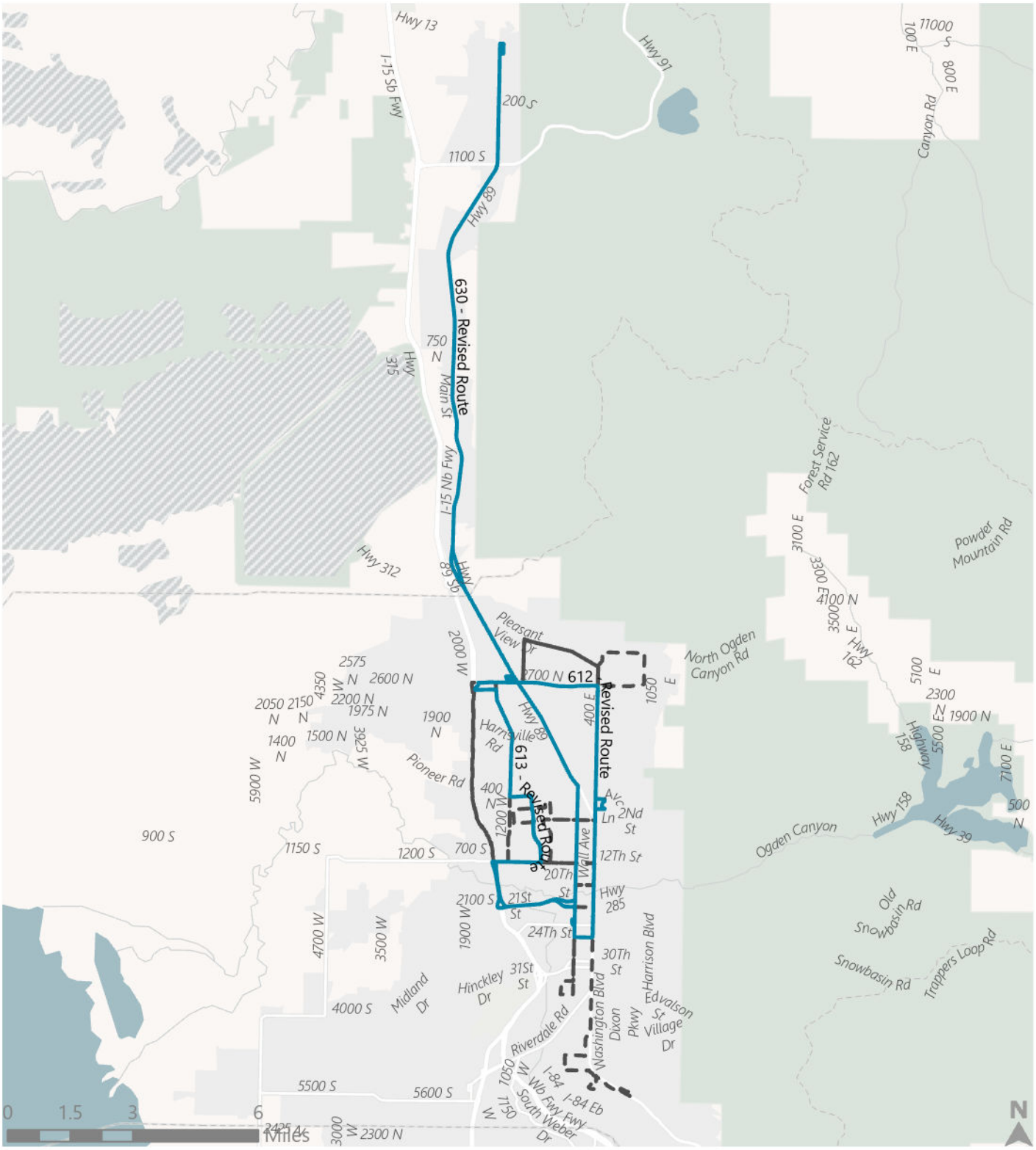
Figure 4: 2026-2029 Weber/Davis Regional Service Changes, South Davis County



Proposed Service Chances

- Revised Route
- Discontinued

Figure 5: 2026-2029 Roy Station Service Changes

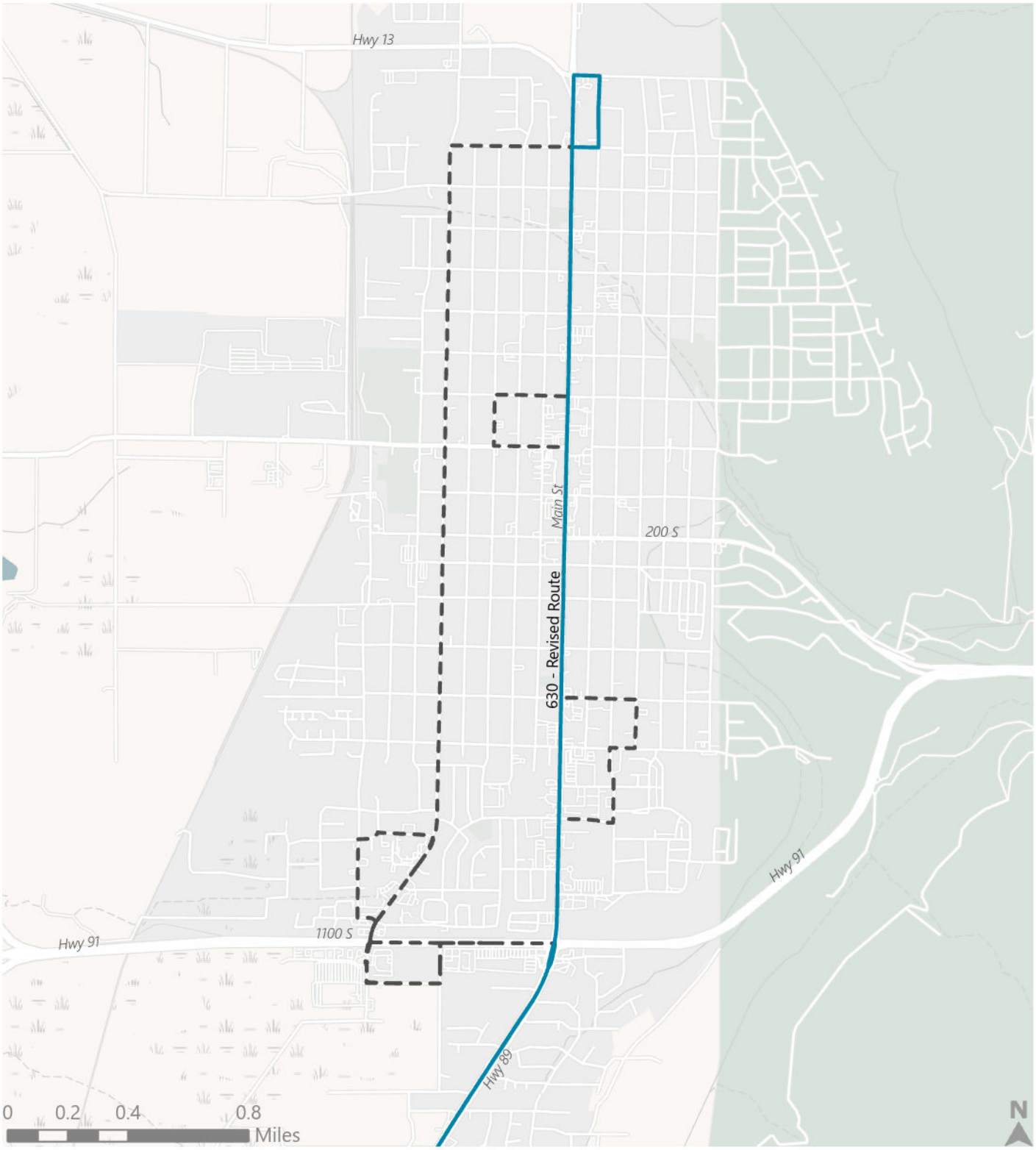


Proposed Service Chances

Revised Route

Discontinued

Figure 6: 2026-2029 North Weber County Service Changes



Proposed Service Chances

Revised Route

Discontinued

Figure 7: 2026-2029 Brigham City Service Changes

Salt Lake and Tooele Counties

The following section describes new service added, changes to existing service, or routes discontinued in Salt Lake County. No changes are proposed to Tooele County services. Maps illustrating the proposed changes can be found in Figure 8 through Figure 19.

New Service Added

The following routes add service to new areas.

- Route 18, Industrial Park Shuttle, will add service to industrial areas in west Salt Lake County. This route replaces Route 513, which currently operates two morning peak hour buses and two evening peak hour buses; Route 18 will instead offer 60-minute all-day service. Portions of Route 509, the 900 West Shuttle, are also replaced by Route 18. In addition, Route 18 provides a new transfer connection at Central Pointe TRAX Station. This service improves operator conditions by replacing peak-hour service with all-day service, reducing the number of irregular shifts.
- Route 26, Business Park Shuttle, is a new route serving industrial areas along Parkway Boulevard in West Valley City. Similar to Route 18, Route 26 provides all-day 60-minute service to areas previously served by Route 513's peak-hour buses, and provides a new transfer connection at Millcreek TRAX Station. This service improves operator conditions by replacing peak-hour service with all-day service, reducing the number of irregular shifts. It also expands coverage to light industrial areas along Redwood Road and Parkway Boulevard east of I-215, which were not well served by Route 509 or 513.
- Route 31, 3100 South, provides 30-minute all day service between the new Magna Transit Center and Central Pointe TRAX Station. The new Magna Transit Center will be located on 9180 West north of 2700 South and provide an operator breakroom, restroom, and other layover-related facilities. Route 31 provides additional east-west transit service in areas where service was reduced during the pandemic, and it replaces portions of Route 35, 3500 South, in Magna on 3100 South. This service change is a carryover from the 2023-2027 Five-Year Service Plan.
- Route 50X, Midvalley Connector (or MVX), is the new Midvalley Connector bus rapid transit service. This 15-minute all-day route will replace portions of Route 47, 4700 South, and Route 227, 2700 West.
- Route 78, 7800 South, will provide 30-minute all day service between the new Fort Union Transit Center and 5600 West. The new Fort Union Transit Center (including an operator

breakroom, restroom, and other layover-related facilities) will be located on Winchester Street between 900 East and 1300 East, on land previously used as a UDOT park and ride. This will replace Route F578, which provided 30-minute service between 5600 West and Midvale Center Station TRAX. It also replaces portions of Route 213, 1300 East, which currently terminates at Midvale Center Station at its south end, but will change to terminating at the Fort Union Transit Center; this change will allow for better east-west connections and north-south transferability for transit users in this area of Salt Lake County.

- Route 126, 12600 South/Rosecrest, is a new 60-minute all day service that will serve 12300 South/12600 South between Draper Town Center TRAX Station and approximately 4500 West in Riverton. It will also serve Rosecrest Road between Mountain View Corridor and Daybreak Parkway TRAX Station, and connect riders to educational and training facilities in Herriman. This route is designed to serve locations that were frequently requested destinations in the Southwest Salt Lake County Innovative Mobility Zone. It also replaces portions of Route 871, Tech Corridor Rail Connector, along 12300 South east of I-15.
- Route 203, 300 West, provides new 30-minute all-day service between North Temple TRAX and FrontRunner Station and Central Pointe TRAX Station. This route provides expanded coverage to locations south of downtown in Salt Lake City and the City's west side. This route is part of the adjustments in local service that will accompany the Davis-SLC Community Connector.
- Route 208, 900 West, provides new 30-minute all-day service on 900 West between Salt Lake Central Station and Central Pointe TRAX Station. This provides a connection to the Central Pointe TRAX Station for students on the west side of Salt Lake City who attend high schools on the City's east side. This also replaces a portion of Route 509, the 900 West Shuttle, which is being discontinued and replaced by the new Route 18.
- Route 236, 3600 West/Airport/International Center, is a new 60-minute all-day route that serves 3600 West and Bangerter Highway between West Valley Central Station, the Salt Lake City International Airport, and commercial/light industrial districts in between. This service change is a carryover from the 2023-2027 Five-Year Service Plan. This provides all-day coverage to areas previously served by peak-hour buses on Route 513 and 551. Route 236 will improve operator work by replacing peak-hour service with all-day service, reducing the number of irregular shifts. This route also replaces portions of Route 509 (900 West Shuttle), Route 513

(Industrial/Business Park Shuttle), and Route 551 (International Center), all of which will be discontinued as part of this Five-Year Service Plan.

- Route 256, 5600 West, provides new 15-minute all-day service between the 5600 West TRAX Station at roughly 10000 South and the Salt Lake City International Airport. This route adds service to previously unserved areas of western Salt Lake County, and is legally required to be implemented for the Mountain View Corridor to be completed. Route 256 replaces Route F556, 5600 West Flex, which provided 30-minute service on 5600 West between 2700 South and 7800 South and will be discontinued as part of this Five-Year Service Plan. This service change is a carryover from the 2023-2027 Five-Year Service Plan.
- Route F264, Southwest Quadrant Flex, is a new route that serves employment centers between 5600 West/7800 South, and the 5600 West TRAX Station via 6400 South and Prosperity Road. This is an area of interest for West Jordan City as well as multiple stakeholders in the area.
- Zone 503, West Jordan/Midvale Innovative Mobility Zone, is a new service that will cover portions of South Jordan, West Jordan, Midvale, and Copperton. This is the same zone that is described in UTA's 2024 Long Range Transit Plan as the "South Valley" Zone.
- Zone 504, Sandy/Cottonwood Heights Innovative Mobility Zone, covers portions of Sandy, Cottonwood Heights, and Midvale.

Realignments or Frequency Changes to Existing Service

The following routes will be modified either in terms of alignment or frequency.

- Route 2, 200 South, will increase its weekday frequency to 6–9-minute headways, up from its 15-minute headways currently. In addition, Route 2 will expand to loop around the University of Utah campus in both directions, with Route 2A traveling in a clockwise direction and 2B in a counterclockwise direction. This service change addresses overcrowding on Route 2, restores service that was suspended during the pandemic, and is a carryover from the 2023-2027 Five-Year Service Plan.
- Route 17, 1700 South, will reroute to serve visitor and employment destinations east of Foothill Boulevard via Sunnyside Avenue. Route 17 will continue east on Sunnyside Avenue to a proposed roundabout at Crestview Drive east of Hogle Zoo, and then will return back to Foothill Drive to continue the trip to the University of Utah. This change has been requested by area stakeholders for many years, and restores service that ended when parking lot configurations at

This Is the Place Heritage Park eliminated bus turnaround options in this section of Emigration Canyon. Salt Lake City has funding available to construct the roundabout within the timeframe of this Five-Year Service Plan. Portions of Route 17 will be replaced by Route 223, 2300 East/Holladay Boulevard, along 1500 East.

- Route 35, 3500 South, will be extended to the new Magna Transit Center, and allows UTA to serve downtown Magna in both directions instead of a one-way loop. This will also improve operator conditions, with the provision of the Magna Transit Center. Route 35 will no longer make a loop around downtown Magna, but instead follow 8400 West to 2700 South to the transit center. Route 31 will serve the portion of the loop on 3100 South.
- Route 39, 3900 South, will be rerouted from Bruin Boulevard to 3800 South between Redwood Road and 2200 West, to reduce duplication with the Midvalley Connector which will also serve West Valley Central Station. Additionally, the current stop location at Salt Lake Community College's Redwood Campus will be closing, and the College will be served by the Midvalley Connector instead.
- Route 45, 4500 South, will be rerouted from Murray Central Station to Murray North Station when Midvalley Connector opens. Service affected by the reroute will be replaced by Route 205. This change is tied to Route 47, below, whose eastern terminus is shifting to Murray North Station when Midvalley Connector is implemented; in order to maintain the east-west connection on both routes, Route 45 must terminate at Murray North Station as well.
- Route 47, 4100 South/4700 South, will reroute from Murray Central Station to Murray North Station when the Midvalley Connector begins service, in order to reduce redundancy in service. It will also skip the Atherton Drive loop and remain on 4700 South instead, as Atherton Drive will be served by Midvalley Connector. This service change is a carryover from the 2023-2027 Five-Year Service Plan.
- Route 62, 6200 South, will be extended from Fashion Place West Station to the new Fort Union Transit Center, and its weekday frequency will be increased from 60 minutes to 30 minutes. This change will allow for better connectivity with other east-west and north-south routes that will intersect at the Fort Union Transit Center, reducing the number of transfers that some riders must make in order to reach their destinations. Route 62 will also replace a portion of Route 209, which will be shortened to end at the new Fort Union Transit Center.

- Route 72, 7200 South/Fort Union, will be rerouted to serve the new Fort Union Transit Center via 900 East and Union Park Avenue. This creates a new connection between Route 72 and major north-south routes, including Route 209 and 213, and has been requested by riders for many years.
- Route 200, State Street North, will be shortened and will no longer provide service to the Utah State Capitol, instead concentrating on providing frequent service connections between North Temple Station and downtown Salt Lake City. The new Route 400, Orchard Drive/State Capitol, will provide service to the Capitol from Davis County and also from Salt Lake Central Station. Route 200 will also be extended south to the Sandy Civic Center Station and then west to South Jordan FrontRunner Station, and will replace Route 201 (State Street South). UTA's Long Range Transit Plan identifies a BRT project on State Street with 15-minute service and enhanced features such as branded stops, off-board fare collection, elevated platforms, and transit signal priority. The Route 200 changes in this Five-Year Service Plan do not yet propose BRT service, but will build a transit market along this corridor for future high-capacity service.
- Route 205, 500 East, will increase its weekday and Saturday service to 15-minute headways, up from 30-minute headways currently, and will replace portions of Route 45. The route will be extended from its current southern terminus at the Murray North Station to Murray Central Station when Midvalley Connector opens. This extension will restore service lost during the pandemic, and align routes related to Midvalley Connector when that route begins service. This service change is a carryover from the 2023-2027 Five-Year Service Plan. UTA's Long Range Transit Plan proposes 10-minute headways on Route 205 by 2028; while this Five-Year Service Plan does not yet establish that frequency of service, the increase in frequency from 30-minute headways to 15-minute headways serves as a stepping stone to the eventual 10-minute headways.
- Route 209, 900 East/Avenues, will shorten from its current terminus at Fashion Place West to the new Fort Union Transit Center, to align with transfer points planned for other east/west services proposed in this plan. This also facilitates extending Route 209 further south to Midvale Center Station, as proposed in the Long Range Transit Plan, at some future point. A portion of the route will be replaced by Route 62, 6200 South, which will extend to the new Fort Union Transit Center.

- Route 213, 1300 East, will shorten its route to end at the new Fort Union Transit Center instead of Midvale Center Station, to better align with planned transfer points at the new Transit Center. This portion of the route will be replaced by Route 78, 7800 South, which will connect from the Fort Union Transit Center to 5600 West.
- Route 217, Redwood Road, will extend from its current terminus at West Jordan City Center Station (roughly 8000 South) south on Redwood Road and turn east on 10400/10600 South to reach Sandy Civic Center Station. This route replaces Route 218, Sandy/South Jordan, and will provide 15-minute service to areas of interest identified in the Sandy/South Jordan Small Area Transit Study.
- Route 218, Sandy/South Jordan, will be rerouted to serve employment centers near FrontRunner in South Jordan, The Point FrontRunner Station, and Redwood Road between 11400 South and Bangerter Highway. This also serves key destinations identified in UTA's Sandy/South Jordan Small Area Transit Study.
- Route 220, Highland Drive/1100 East, will be shortened to end at the University of Utah's student union instead of continuing to Salt Lake Central Station, and will reduce duplication on 200 South once Route 2 service changes are implemented. Routes 2A and 2B will replace the service that the 220 formerly provided on 200 South. These service changes were also shown in the 2023-2027 Five-Year Service Plan.
- Route 223, 2300 East/Holladay Boulevard, will reroute to 1500 East between 2100 South and 900 South, instead of traveling along 1900 East. This replaces a portion of Route 17, which is being rerouted from 1500 East to 2300 East in order to serve destinations east of Foothill Drive. This ensures that no service coverage is lost in this area of Sugar House.
- Route 227, 2700 West, will end service on 2700 West north of 4700 South when Midvalley Connector opens, as those will be redundant services. Instead, Route 27 will extend to Mill Creek Station via Salt Lake Community College's Redwood Campus and 1300 West. At its south end, Route 227 will extend to Historic Sandy Station by way of Salt Lake Community College's West Jordan Campus and 9000 South. This route replaces the F590, 9000 South Flex, which is being discontinued. This service change is a carryover from the 2023-2027 Five-Year Service Plan.

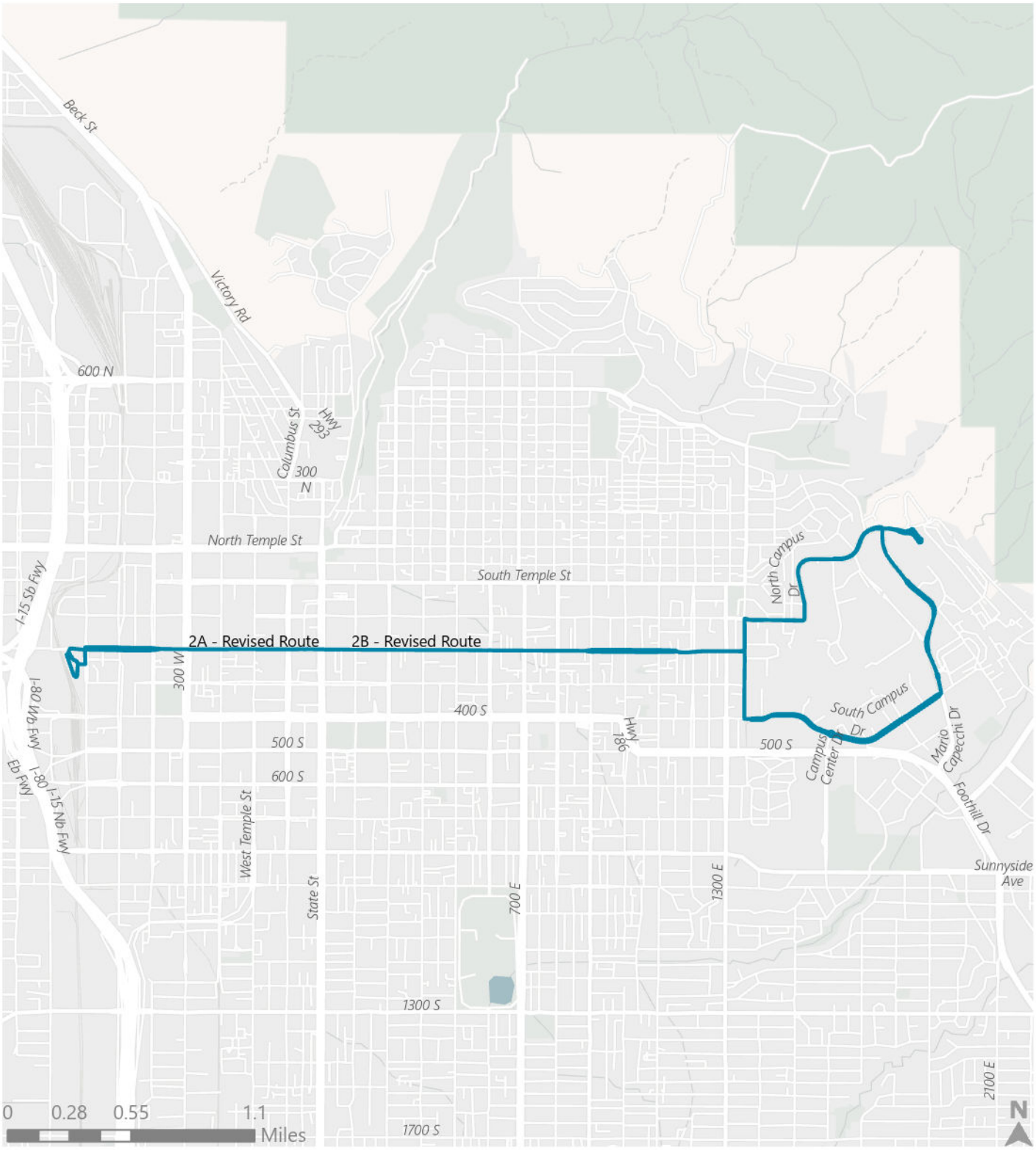
- Route 240, 4000 West, will be rerouted to Park Center Drive between Jordan Landing Boulevard and 6200 South to avoid an unsafe turn and provide a more direct connection to developing areas.
- Route 248, 4800 West, will be extended to Daybreak Parkway Station via 4800 West/Lake Avenue to create a better connection with the west end of new Route 126.
- Zone 501, South Salt Lake County On Demand, will expand to provide on-demand coverage to east Sandy and Draper, and portions of the zone in South Jordan will now be served by the new Zone 503, West Jordan/Midvale On Demand.
- Zone 502, Salt Lake City Westside Innovative Mobility Zone, will be expanded to include Central Pointe Station in order to enhance east-west connectivity from areas on the west side of Salt Lake City.
- Route 720, S-Line, will extend the streetcar corridor from its current eastern terminus at Fairmont Station to Highland Drive, in order to better serve economic development and growth in Sugar House and enhance reliable transportation in the area. Service for the newly extended line is expected to begin in 2026.
- Route 871, Tech Corridor Rail Connector, will be extended to serve the FrontRunner Station at Point of the Mountain, and will serve State Street between 12300 South and Sandy Civic Center Station. This section of State Street does not currently have any bus service, so Route 871 will fill a gap in service and set the stage for further service improvements proposed on State Street in the Long Range Transit Plan. The connection to Draper Town Center TRAX Station will be eliminated, and instead of traveling eastward on 12300 South, the route will travel north along State Street to the Sandy Civic Center TRAX Station. Service will be increased on weekdays from 60-minute frequencies to 30-minute frequencies. Coverage to Draper Town Center TRAX Station will be provided by Route 126, 12600 South/Rosecrest.

Discontinued Service

The following routes will be discontinued as part of the 2025-2029 Five-Year Service Plan.

- Route 201, State Street South, will be replaced by 15-minute service on Route 200, State Street North.
- Route 509, 900 West Shuttle, will be discontinued and replaced by portions of Routes 18, 208, and 236 discussed earlier in this section.

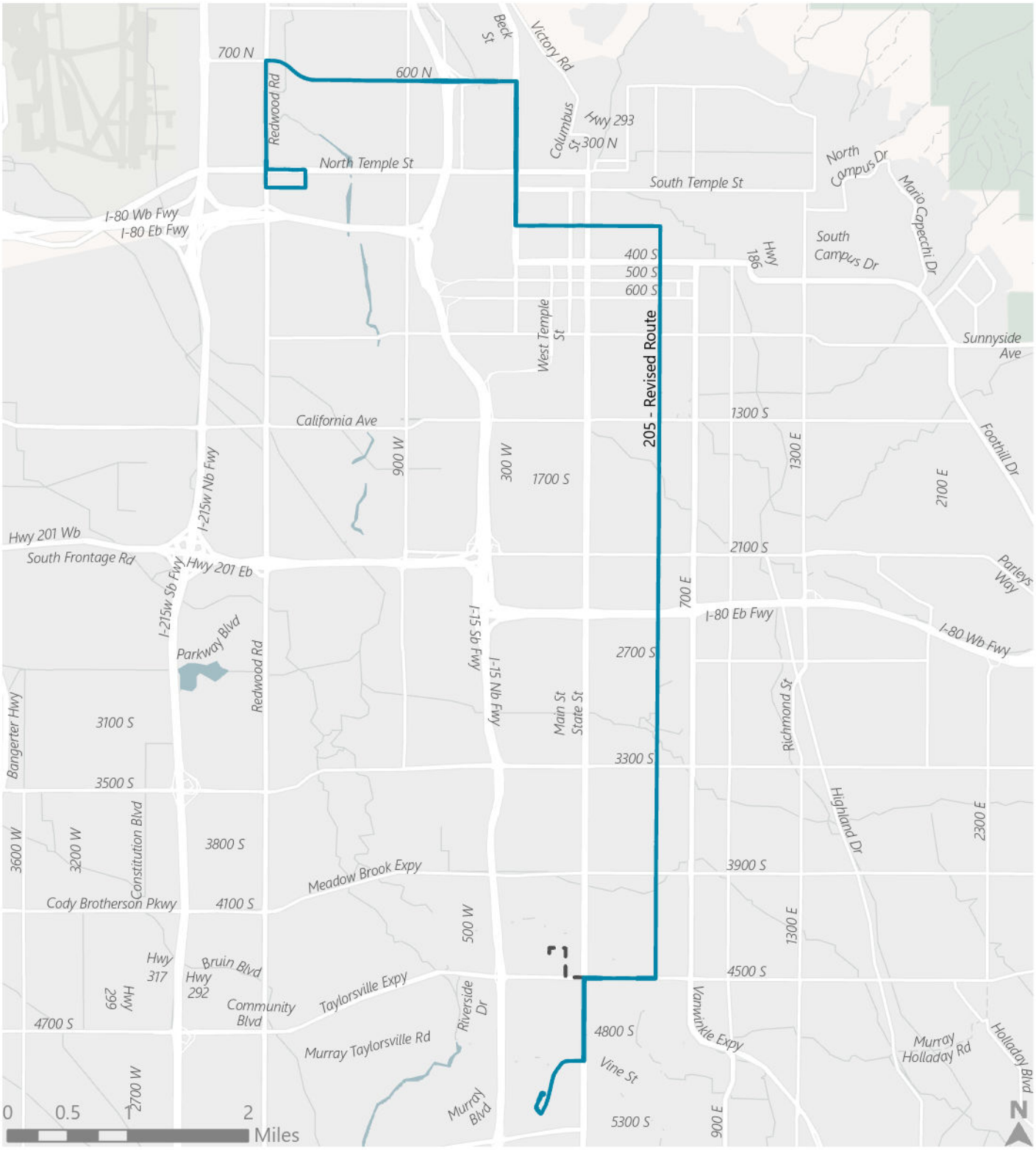
- Route 513, Industrial/Business Park Shuttle, will be discontinued and replaced by portions of Routes 18, 26, 208, and 236 discussed earlier in this section.
- Route 551, International Center, will be discontinued and replaced by all-day service on Route 236.
- Route F556, 5600 West Flex, will be discontinued and replaced by Route 256.
- Route F578, 7800 South Flex, will be discontinued and replaced by Route 78.
- Route F590, 9000 South Flex, will be discontinued and replaced by Route 227.



Proposed Service Chances

Revised Route

Figure 8: 2026-2029 200 South Service Changes

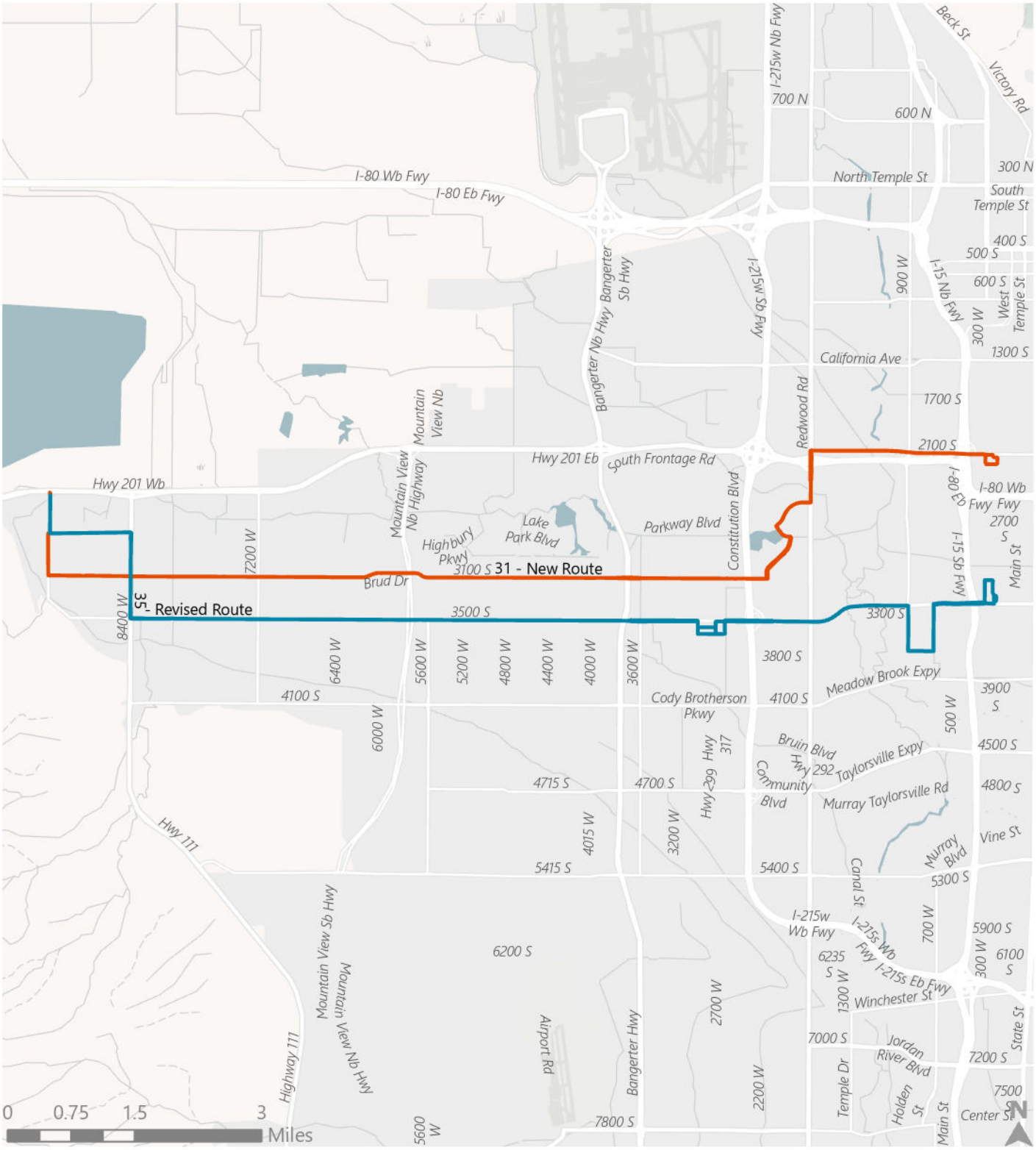


Proposed Service Chances

Revised Route

Discontinued

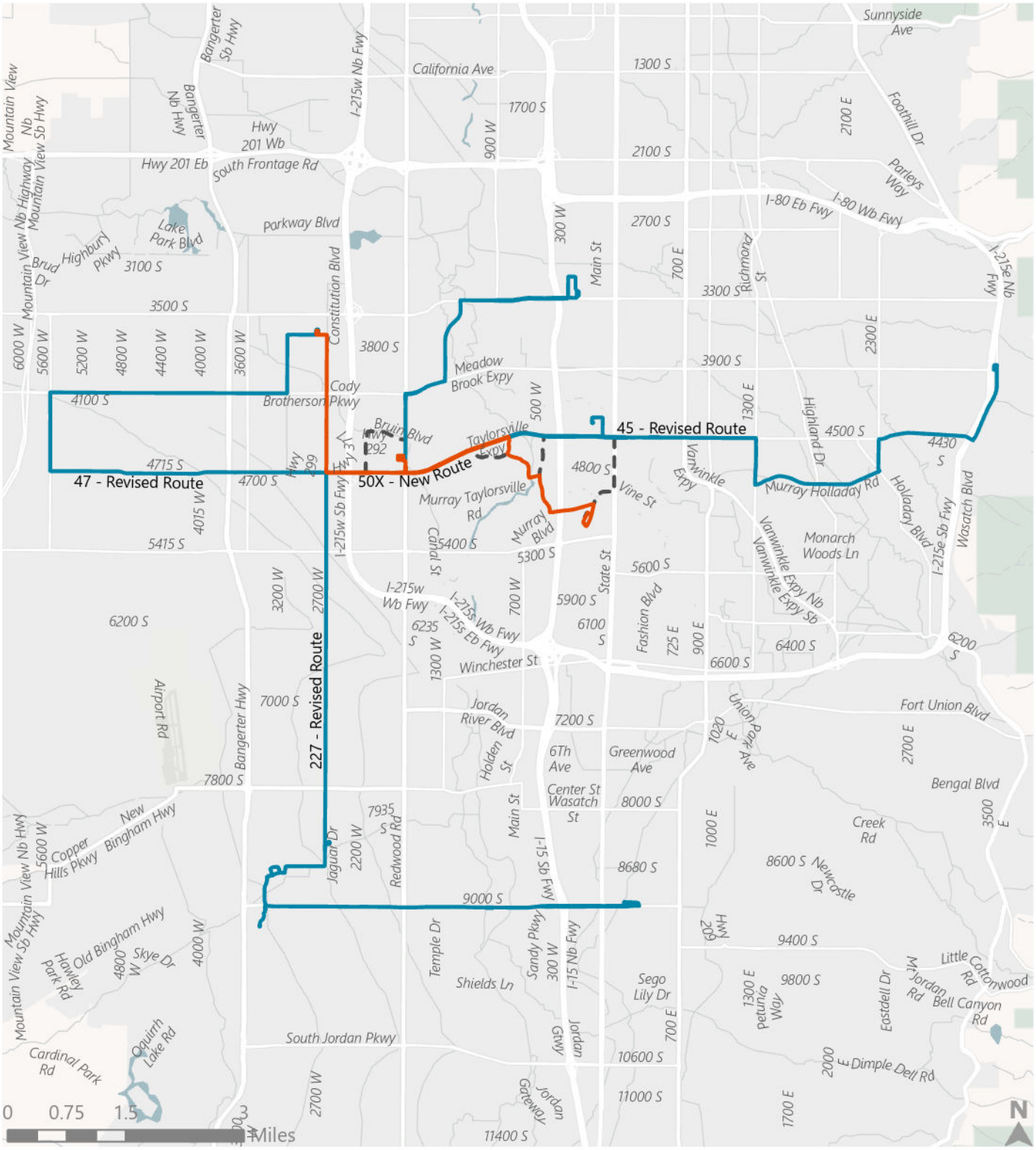
Figure 9: 2026-2029 Route 205, 500 East, Service Changes



Proposed Service Chances

- New Route
- Revised Route

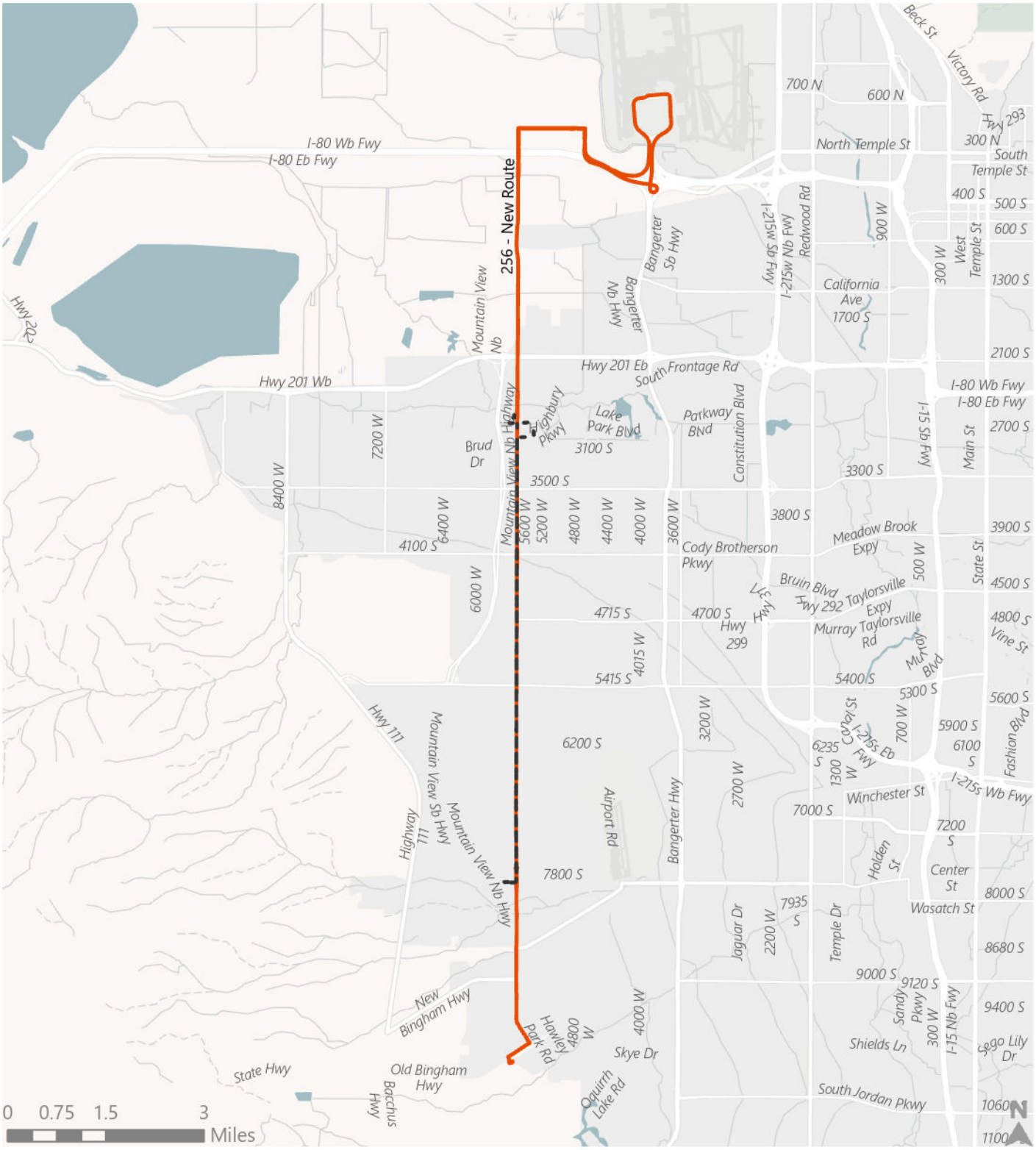
Figure 10: 2026-2029 Magna/West Valley Service Changes



Proposed Service Chances

- New Route
- Revised Route
- Discontinued

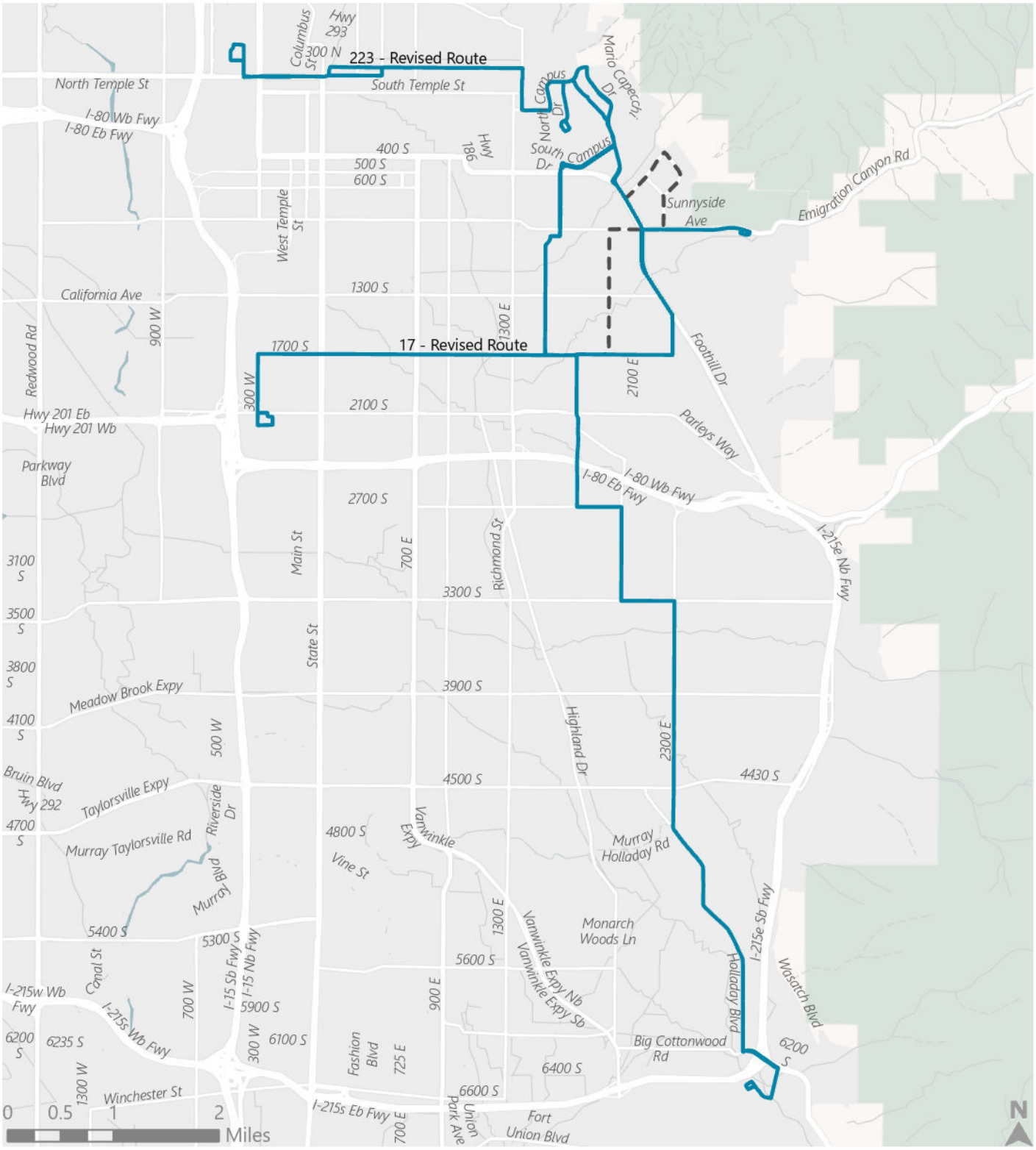
Figure 11: 2026-2029 Midvalley Connector (MVX) Service Changes



Proposed Service Chances

- Discontinued
- New Route

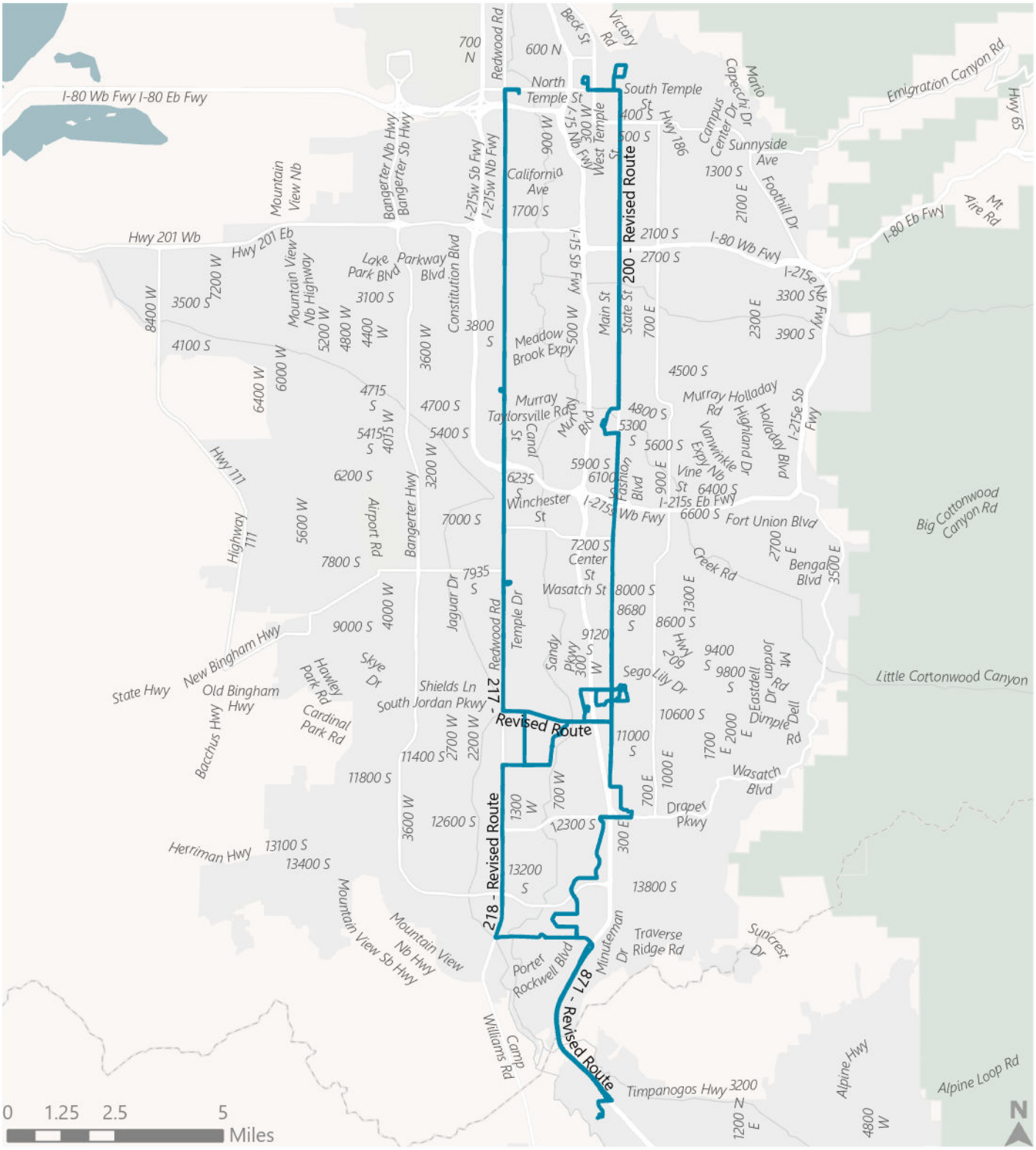
Figure 12: 2026-2029 5600 West Service Changes



Proposed Service Chances

- Revised Route
- Discontinued

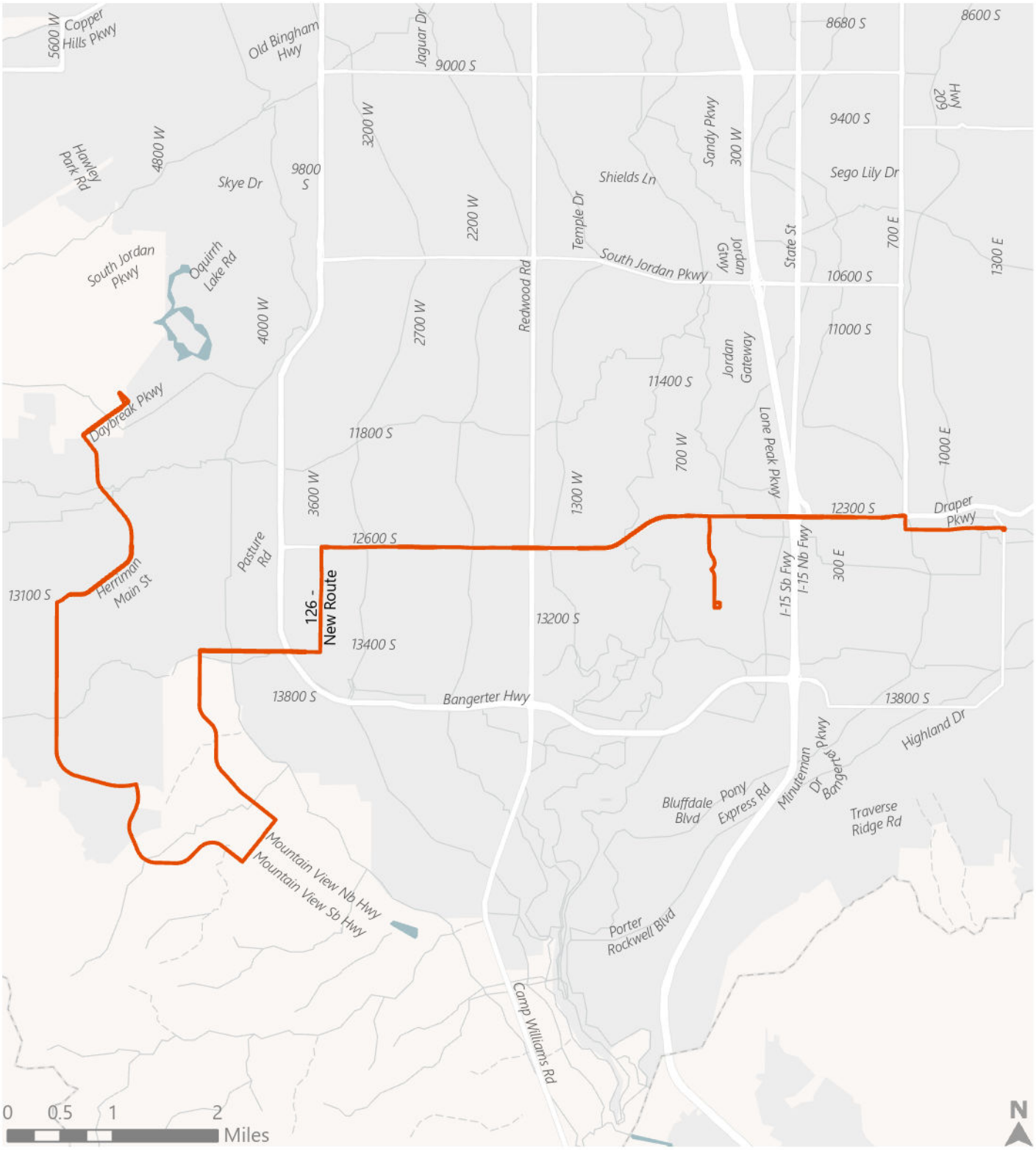
Figure 13: 2026-2029 Hogle Zoo Service Changes



Proposed Service Chances

Revised Route

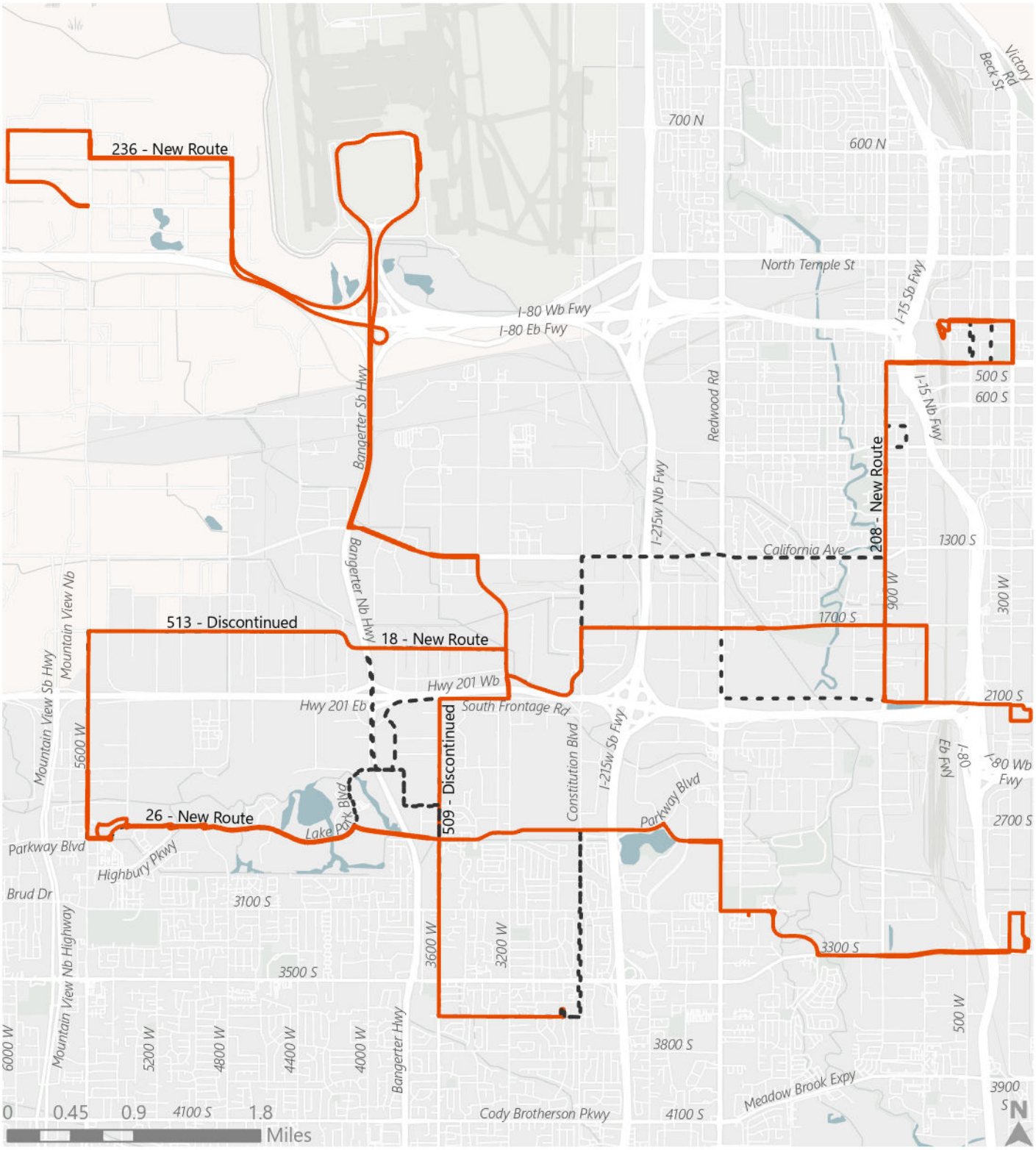
Figure 14: 2026-2029
Sandy/South Jordan/Draper Service Changes



Proposed Service Chances

New Route

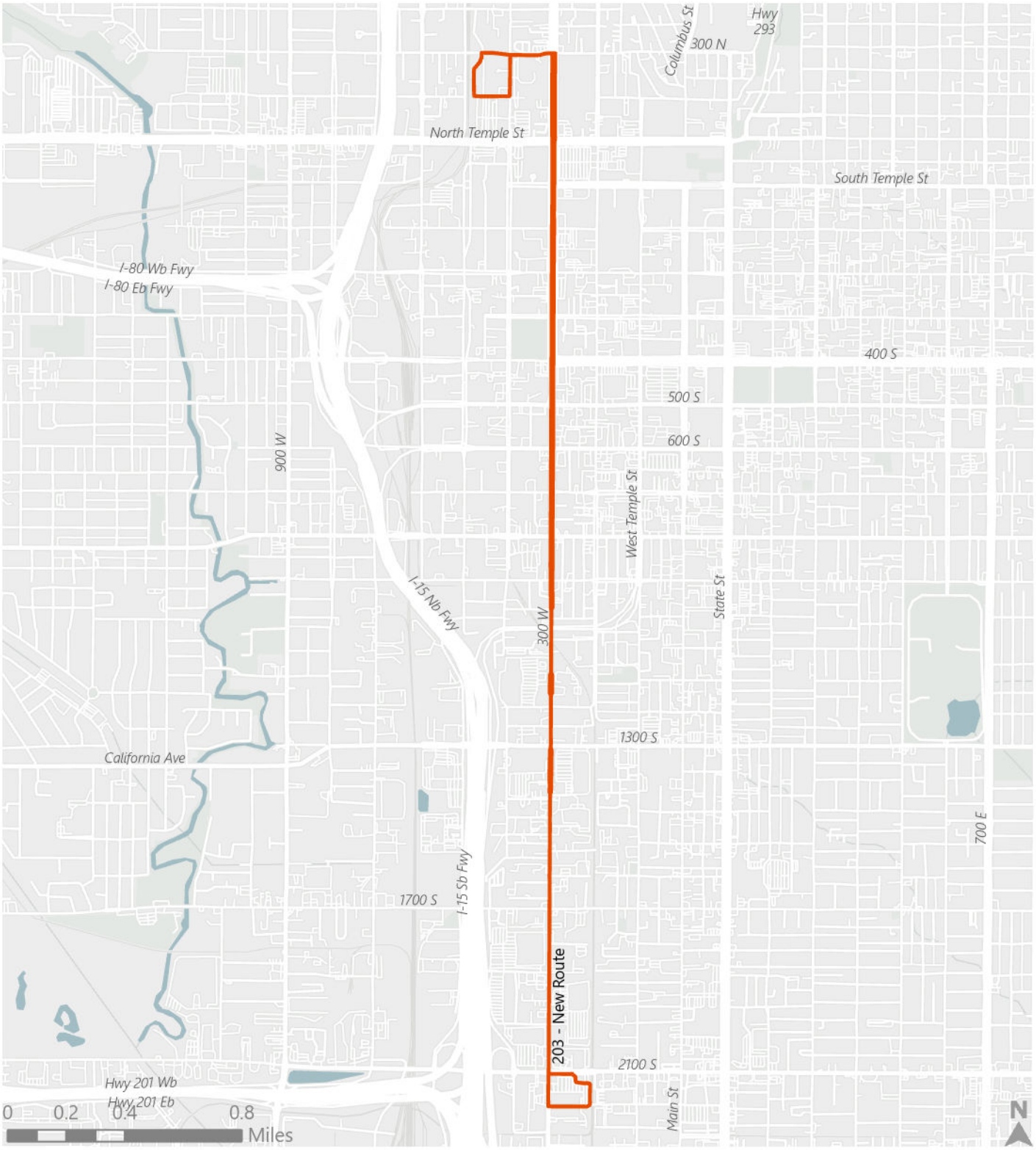
Figure 15: 2026-2029 Riverton/Herriman Service Changes



Proposed Service Chances

- Discontinued
- New Route

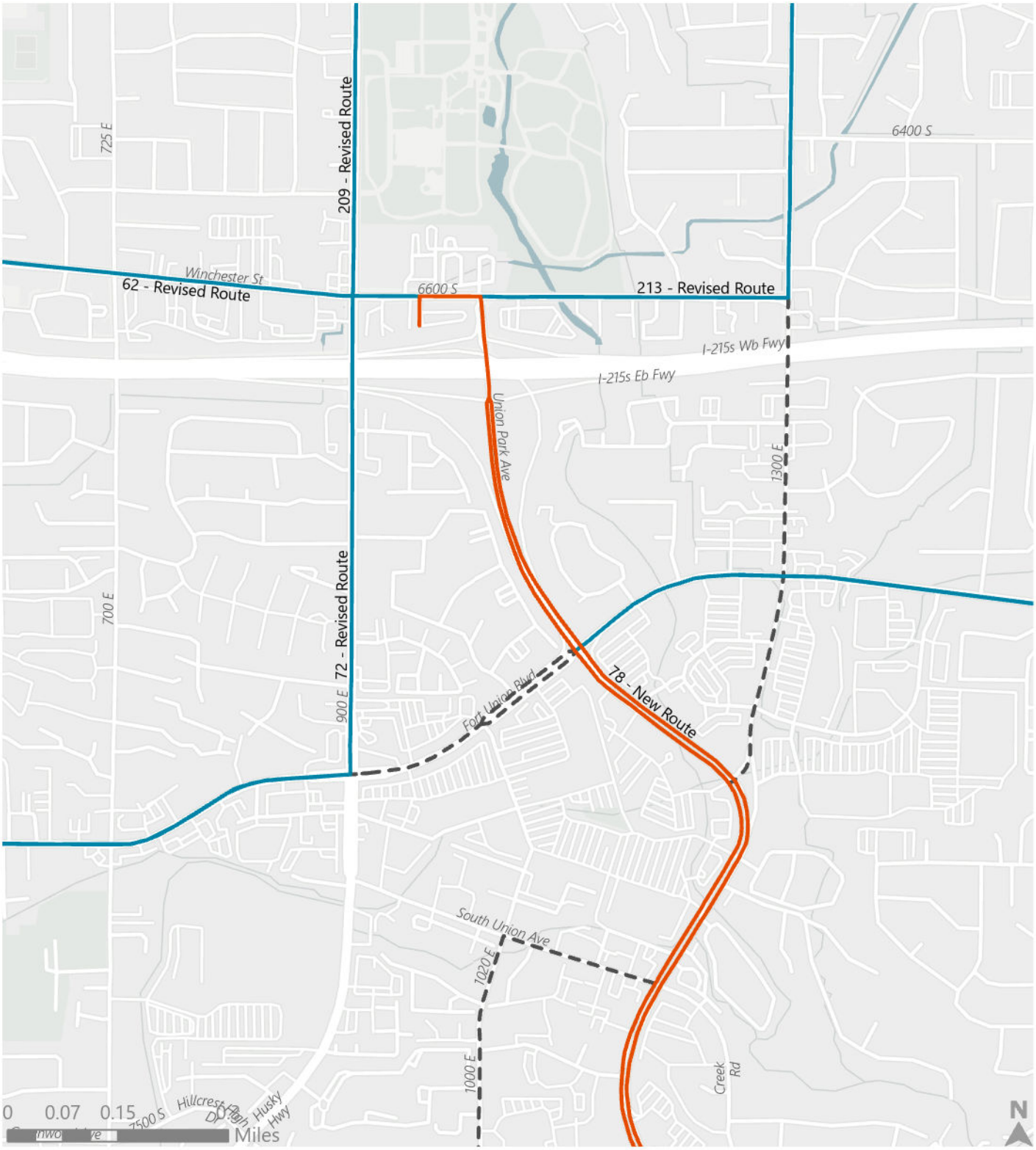
Figure 16: 2026-2029 Salt Lake County Industrial Area Service Changes



Proposed Service Chances

New Route

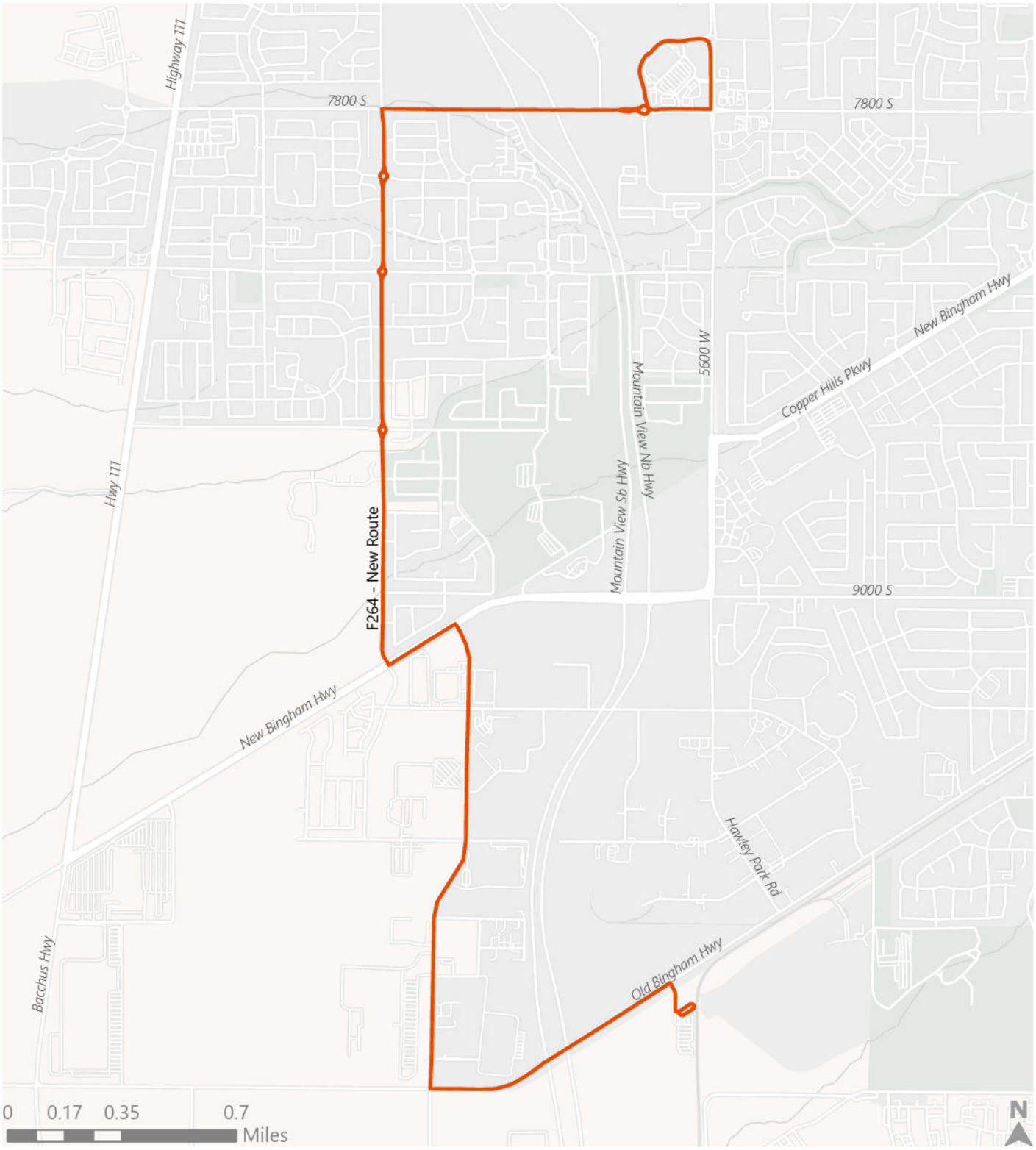
Figure 17: 2026-2029 Route 203, 300 West, Service Changes



Proposed Service Chances

- New Route
- Revised Route
- Discontinued

Figure 18: 2026-2029 Fort Union Transit Center Service Changes



Proposed Service Chances

New Route

Figure 19: 2026-2029 Southwest Quadrant Service Changes

Utah County

The following section describes new service added, changes to existing service, or routes discontinued in Utah County. Maps illustrating the proposed changes can be found in Figure 20 through Figure 23.

New Service Added

The following routes add service to new areas.

- Zone 581, West Provo Innovative Mobility Zone, covers destinations in west Provo. This zone replaces portions of Route 833, Provo Station/Airport.
- Zone 582, Saratoga Springs Innovative Mobility Zone, will cover portions of Saratoga Springs, and connect riders to Lehi FrontRunner Station.
- Zone 583, Lehi Innovative Mobility Zone, will cover portions of West Lehi and connect riders to Lehi FrontRunner Station.
- Zone 584, North Utah County Innovative Mobility Zone, will cover portions of Alpine, Highland, Cedar Hills, and Lehi, as well as Lehi FrontRunner Station.
- Zone 585, Eagle Mountain Innovative Mobility Zone, will provide on-demand service to Eagle Mountain.
- Route 823, Spanish Fork/Provo Station, is a new 30-minute all-day route to serve residential and commercial destinations in Springville and Spanish Fork, including the future Springville FrontRunner Station.
- Route 846, Orem, is a new 30-minute all-day route serving residential destinations in East Orem previously served by Route 862. It will also provide a connection to Vineyard Station from the north side of Orem.
- Route 860, Eagle Mountain/Saratoga Springs/American Fork Station, will provide service to new park and ride lots in Eagle Mountain and Saratoga Springs, and will connect riders to Eagle Mountain's city center. This route will provide 30-minute all-day service to areas previously served by peak-hour service on Route 806, which will be discontinued. This change also improves operator work by replacing peak-hour service with all-day service, reducing the number of irregular shifts. This service change is a carryover from the 2023-2027 Five-Year Service Plan.

Realignments or Frequency Changes to Existing Service

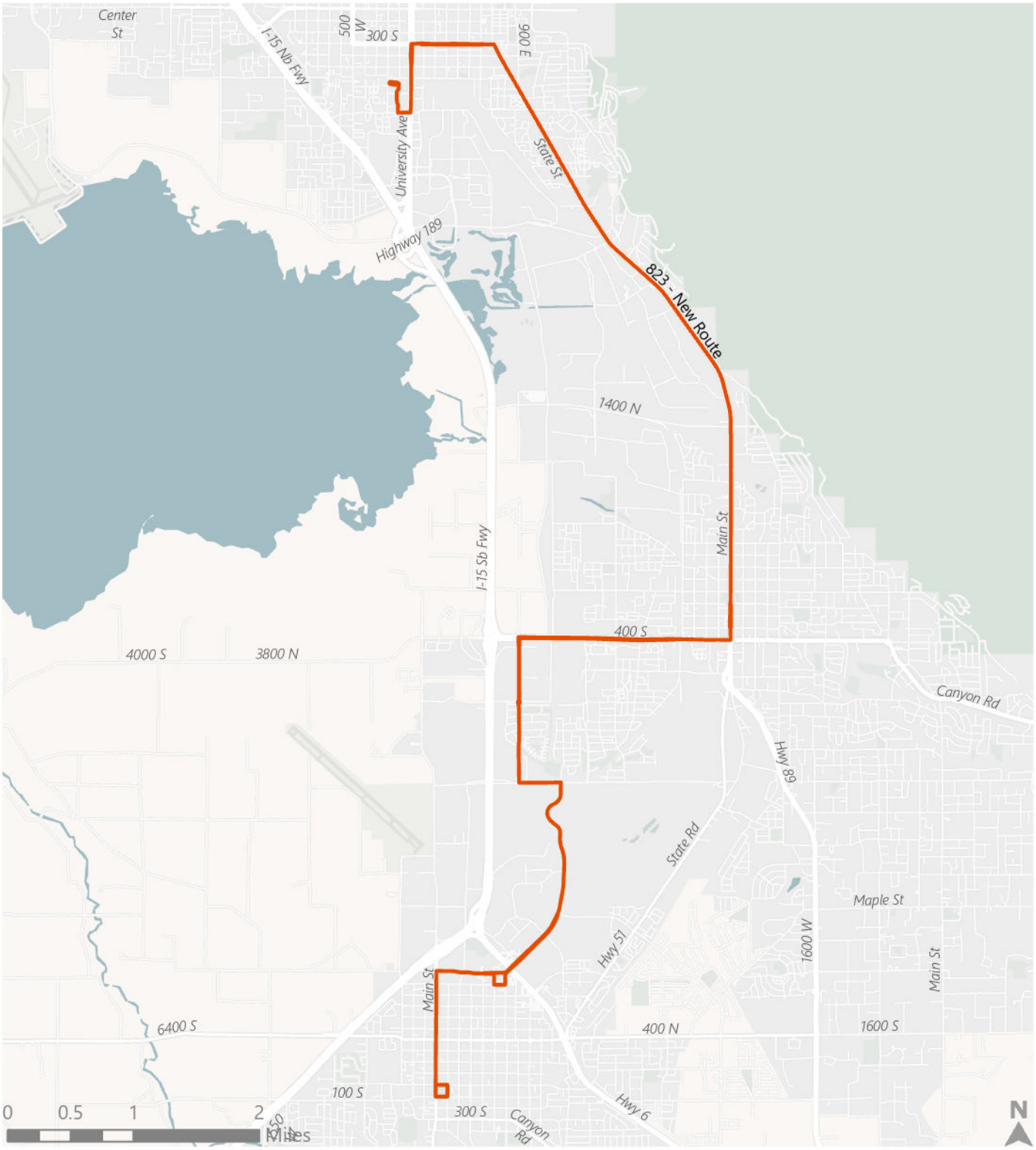
The following routes will be modified either in terms of alignment or frequency.

- Route 830X, UVU, will no longer serve stations at East Bay; these stations will be served by Route 821 and modified Route 833.
- Route 833, Provo Airport/Geneva Road, will be modified to serve stations in East Bay previously served by UVX. It will also be extended north via Geneva Road to Orem Station. Weekday service will increase to 30 minutes. Portions of current Route 833 will be replaced by Zone 581, West Provo Innovative Mobility Zone.
- Route 850, State Street, will reroute from State Street to serve employment centers in Pleasant Grove near the I-15 Pleasant Grove Boulevard exit. In the future, Route 850 will become the Central Corridor bus rapid transit line, but implementation of Central Corridor is not anticipated within the timeframe of this Five-Year Service Plan.
- Route 862, Orem East-West, will be rerouted to serve State Street north of 1600 North, downtown Pleasant Grove, and American Fork Station. This will provide coverage to areas previously served by Route 850, as well as create a new connection at American Fork Station. Service to east Orem will be replaced by Route 846.

Discontinued Service

The following routes will be discontinued as part of the 2025-2029 Five-Year Service Plan.

- Route 806, Eagle Mountain/Saratoga Springs/Lehi Station, will be discontinued and replaced by all-day service on Route 809. Route 806 provided four morning inbound buses from Eagle Mountain and four outbound buses from UVU, whereas Route 809 will provide service at 30-minute all-day frequencies.
- Route 833, Provo Station/Airport, will be discontinued and replaced by Zone 581, UTA Innovative Mobility Zone.



Proposed Service Chances

New Route

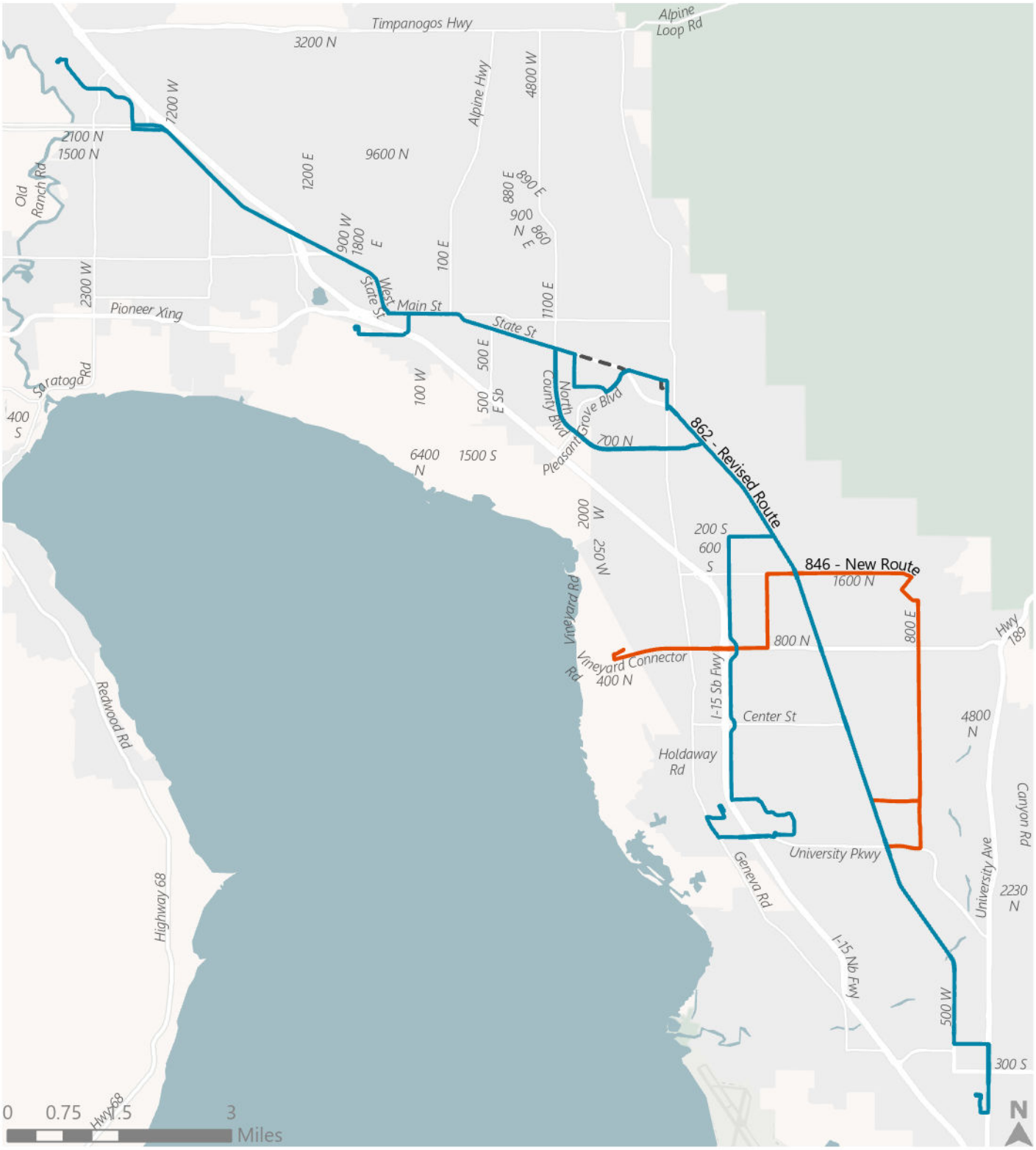
Figure 20: 2026-2029 South Utah County Service Changes



Proposed Service Chances

New Route

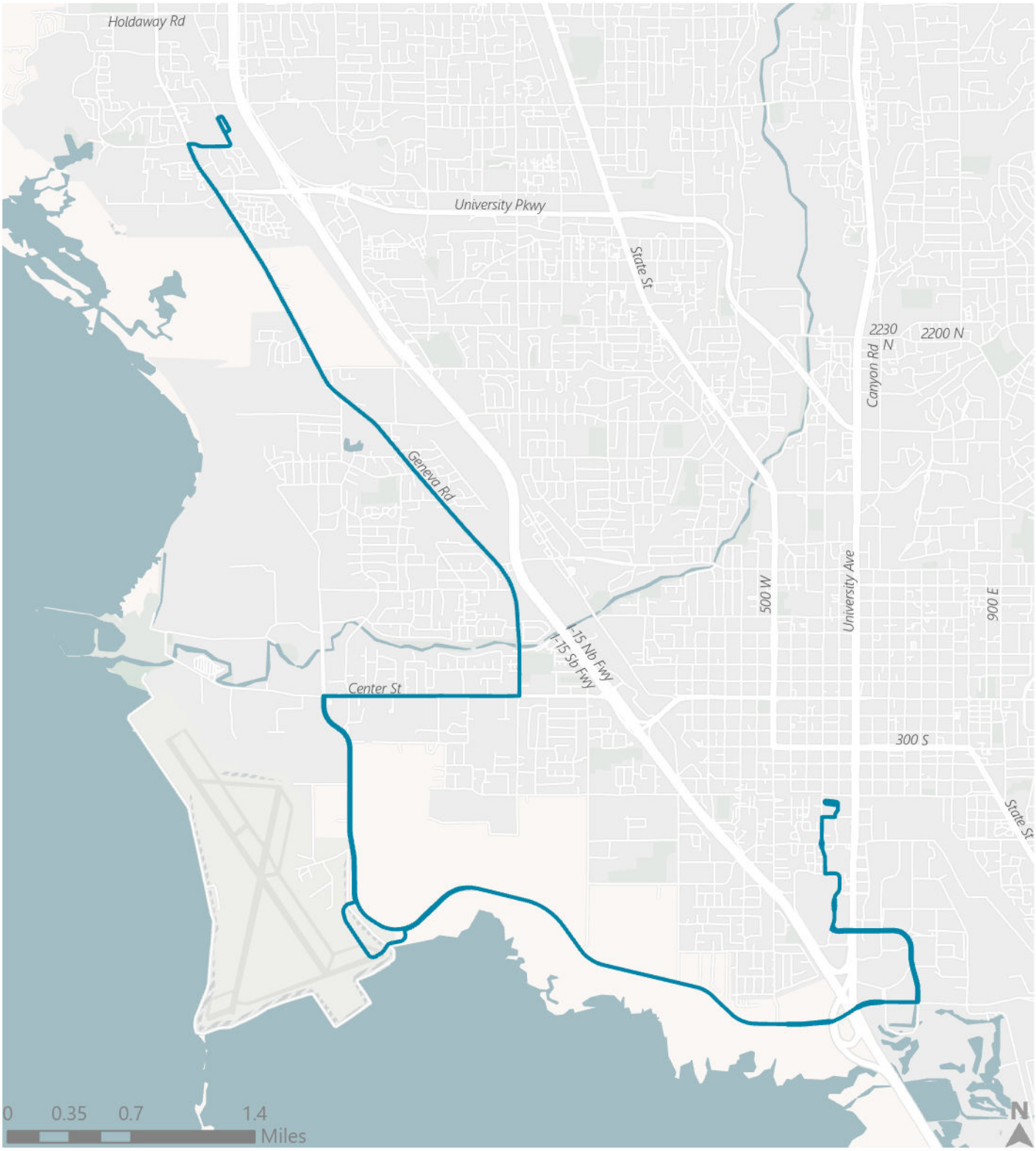
Figure 21: 2026-2029 Northwest Utah County Service Changes



Proposed Service Chances

- Revised Route
- Discontinued
- New Route

Figure 22: 2026-2029 North Utah County Service Changes



Proposed Service Chances

Revised Route

Figure 23: 2026-2029 Provo Airport/West Provo Service Changes

669 West 200 South
Salt Lake City, UT 84101

Changes to Expect in Upcoming Five-Year Service Plans

While this Five-Year Service Plan contains many of the projects captured in Phase One of UTA's Long Range Transit Plan, some projects are further in the future and are not addressed in this plan. They will, however, likely be addressed in future Five-Year Service Plan iterations. These projects could include:

- Upgrade Route 1, Rose Park/South Temple, to enhanced bus service
- Upgrade Route 2, 200 South, to BRT
- Upgrade Route 4, 400 South, to enhanced bus service and increase frequency to 10 minutes on weekdays
- Upgrade Route 9, 900 South, to enhanced bus service
- Upgrade Route 21, 2100 South/2100 East, to enhanced bus service
- Upgrade Route 33, 3300 South, to enhanced bus service
- Upgrade Route 35, 3500 South, to enhanced bus service
- Upgrade Route 45, 4500 South, to enhanced bus service
- Upgrade Route 54, 5400 South, to enhanced bus service
- Implement Route 146, Mountain View South Local Route
- Upgrade Route 200, State Street North, to BRT
- Upgrade Route 201, State Street South, to enhanced bus service
- Upgrade Route 205, 500 East, to enhanced bus service
- Upgrade Route 209, 900 East, to enhanced bus service
- Upgrade Route 217, Redwood Road, to enhanced bus service and increase frequency to 10 minutes on weekdays
- Upgrade Route 220, Highland Drive, to enhanced bus service
- Implement Route 298, Lake Avenue Local Route
- Extend Route 750, FrontRunner, to Payson, and add 15-minute service and Sunday service
- Upgrade Route 850, Central Corridor State Street, to BRT
- Implement Point of the Mountain BRT

669 West 200 South
Salt Lake City, UT 84101

Exhibits

Exhibit A. 2026 – 2029 changes in hours, miles, shifts, and pullouts for Change Day April 2025.

Change Date	Package	Routes	Hours Delta	Miles Delta	Shifts Delta	Pullout Delta
April 2025	SL County Local	39, 201, 218	24,390	290,557	12	5

Exhibit B. 2026 – 2029 changes in hours, miles, shifts, and pullouts in Box Elder, Weber, and Davis Counties.

Change Date	Package	Routes	Hours Delta	Miles Delta	Shifts Delta	Pullout Delta
2026-2029	Ogden Local	455, 470, 600, 601, 609, 610, 612, 625, 640, 645	50,702	969,978	25	-1
	Davis-Salt Lake	200, 400, 417, 455, 470, 470X	61,124	809,898	34	9
	Layton Hills Mall	627, 628	-785	-15,353	0	-3
	Roy Station	604, 626, F620	3,195	37,131	1	-2
	North Weber (Bus)	613, 616, F618, 630	10,172	225,887	5	0
	North Weber (IMZ)	562	19,500	N/A	N/A	N/A
	Brigham City	F638	-2,364	-24,864	-1	-1
	Brigham City (IMZ)	563	11,700	N/A	N/A	N/A
Total			**153,244**	**2,002,677**	**64**	**2**

Exhibit C. 2026 – 2029 changes in hours, miles, shifts, and pullouts in Salt Lake County.

Change Date	Package	Routes	Hours Delta	Miles Delta	Shifts Delta	Pullout Delta
2026-2029	200 South	2, 2A, 2B, 220	14,612	122,051	7	5
	205	205	30,544	373,597	15	5
	Magna/ West Valley	31, 35	23,596	276,019	12	5
	Midvalley Connector	45, 47, 50X, 227, 240, F590	37,495	586,473	18	3
	5600 West	256, F556	67,738	730,409	33	11
	Hogle Zoo	17, 223	413	22,082	0	0
	South Salt Lake County	200, 201, 217, 218, 871	60,178	965,601	29	8
	Herriman/ Riverton/ Draper	126, 248	47,208	608,341	20	11
	Salt Lake County Industrial	18, 26, 208, 236, 502, 509, 513, 551	26,761	391,087	13	2
	203	203	11,691	99,118	6	2
	Fort Union Transit Center	62, 72, 78, 209, 213, F578	505	132,841	0	0
	Southwest Quadrant	F264	7,873	82,495	4	3
	Salt Lake County IMZ	501, 503, 504	102,596	N/A	N/A	N/A
Total			**431,210**	**4,390,114**	**157**	**55**

Exhibit D. 2026 – 2029 changes in hours, miles, shifts, and pullouts in Utah County.

Change Date	Package	Routes	Hours Delta	Miles Delta	Shifts Delta	Pullout Delta
2026-2029	South Utah County	823	14,411	268,995	7	4
	Northwest Utah County (Bus)	806,860	17,020	108,006	8	1
	Northwest Utah County (IMZ)	582, 583, 585	31,200	N/A	N/A	N/A
	North Utah County (Bus)	846, 850, 862	42,606	370,353	21	4
	North Utah County (IMZ)	584	23,400	N/A	N/A	N/A
	Provo Airport/ West Provo (Bus)	833	9,825	200,191	5	3
	Provo Airport/ West Provo (IMZ)	581	9,360	N/A	N/A	N/A
Total			**138,462**	**947,545**	**41**	**12**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 6/12/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S):	Megan Waters, Community Engagement Director Doraleen Taulanga, Community Outreach Manager Sierra Krippner, Community Engagement Specialist

TITLE:

TRAX Ambassador Pilot Program Update

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
Programs known as “Transit Ambassador Programs” are being established across the country (including in major transit agencies such as Trimet, LA Metro, MBTA and BART) and UTA has identified this model as beneficial to support riders experiencing homelessness in and around the public transit system, in addition to supporting all customers who may need assistance in connecting with and navigating the system and community. Beyond direct support to customers and riders, a similar program has the potential to improve safety and perceptions of safety onboard transit vehicles with the presence and activation of transit ambassador staff, as well as support operations in customer interactions.

In efforts to provide increased support to transit riders and communities in Utah, UTA has developed and is currently implementing a pilot program to provide outreach staff on TRAX trains in Salt Lake, known currently as the TRAX Ambassador Program.

DISCUSSION:
The TRAX Ambassador Program update will cover several areas, including pilot progress and overview, current scope of work, initial impressions and findings, and next steps.

The UTA TRAX Ambassador Program was launched publicly in February 2024 with the goals of improving perceptions of safety, customer experience, and interactions on board TRAX and supporting operations in customer interactions. Currently, ten Ambassador staff, two supervisor staff, and one community engagement specialist are supporting program implementation and evaluation.

The team currently operates on weekdays on Blue Line TRAX trains from Central Pointe to Salt Lake Central, with most time spent on vehicle, but includes some platform time. There are two shifts, one in the morning from about 6 AM-12 PM and one in the evening from about 4 PM-10 PM.

Since February, the team has logged nearly 10,000 interactions with riders on TRAX. They have offered information about UTA services, wayfinding, fares, and other general information, along with referrals and information about community resources. The team is professionally trained to support community interactions and difficult situations and provide helpful information.

The team will share specifics of the pilot program, as well as their ideas for next steps and future vision.

ALTERNATIVES:
N/A

FISCAL IMPACT:
The TRAX Ambassador pilot program is included in the Planning and Engagement budget.

ATTACHMENTS:
None