

Regular Meeting of the
Board of Trustees of the Utah Transit Authority



Wednesday, December 16, 2020, **8:30** a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at

https://www.youtube.com/results?search_query=utaride

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

In keeping with recommendations to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** may be given live during the meeting or through alternate means (see instructions below).
 - To give **live public comment** during the meeting:
Use this link and follow the instructions to register for the meeting (you will need to provide your name and email address)
<https://rideuta.webex.com/rideuta/j.php?MTID=e06a99dee9cbb4e4c46e14fc7f86eb39a>
 - Sign on to the WebEx meeting portal through the “join event” link provided in your email following approval of your registration.
 - Sign on 10 minutes prior to the meeting start time
 - Use the hand icon in the WebEx portal to indicate that you would like to give a comment
 - Comments are limited to 3 minutes per commenter.
 - 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, December 15th will be distributed to board members prior to the meeting:
- Meeting proceedings may be viewed remotely through the WebEx meeting platform (see above) or YouTube live-streaming. <https://www.youtube.com/user/UTARide>

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| 1. Call to Order and Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Public Comment | Chair Carlton Christensen |
| 4. Consent | Chair Carlton Christensen |
| a. Approval of December 9, 2020 Board Meeting Minutes | |
| 5. Agency Report | Carolyn Gonot |
| a. Human Trafficking Campaign | |
| b. North Temple FrontRunner Seating | |

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: https://www.youtube.com/results?search_query=utaride

6. Discussion Item

- a. Clearfield TOD Master Development Agreement Mary DeLoretto,
Paul Drake, Jordan Swain

7. Resolutions

- a. R2020-12-08 Resolution Ratifying the Adoption of the Final 2021 Budget Bill Greene
- b. R2020-12-09 Resolution Approving and Authorizing the Execution of the Authority’s Amended Transit Agency Safety Plan Sheldon Shaw
- c. R2020-12-10 Resolution Adopting the Third Amendment to the Utah Transit Authority Retirement Plan and Trust Agreement Kim Ulibarri
- d. R2020-12-11 Resolution Authorizing the Execution of Modification Number 2 to a Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp Tintic Railroad Connection Project Mary DeLoretto
- e. R2020-12-12 Resolution Authorizing Execution of an Interlocal Cooperation Agreement (ILA) with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street Mary DeLoretto

8. Contracts, Disbursements and Grants

- a. Contract: Actuarial Services (Milliman) Kim Ulibarri
- b. Contract: Financial Advisor Services (Zions Public Finance) Bill Greene, Emily Diaz
- c. Contract: Northern Utah County Double-Track Project Long-Lead Items (Stacy-Witbeck) Mary DeLoretto
- d. Contract: Utility Relocation Master Agreement for Ogden-WSU Bus Rapid Transit Project (Century Link) Mary DeLoretto
- e. Change Order: Ogden-WSU Bus Rapid Transit Project Early Utility Work (Stacy-Witbeck) Mary DeLoretto
- f. Change Order: On-Call Maintenance Change Order #1 to Task Order #130 - Provo Frontrunner Wayside Power Relocation (Stacy-Witbeck) Mary DeLoretto
- g. Change Order: Program Management Services Contract Change Order (WSP) Mary DeLoretto
- h. Change Order: Flex Route Deviation Transportation Services and On-Demand Accessible Shared Ride Contract Modification 4 (Tooele County Health and Aging Services) Eddy Cumins

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|------------|--|------------------------------------|
| i. | Change Order: Business Analytics Software Subscription Extension (Information Builders) | Dan Harmuth,
David Snyder |
| j. | Contract Pre-Procurements | Todd Mills |
| i. | FrontRunner Paint Booth | |
| ii. | FrontRunner Bike Rack | |
| iii. | On-Demand Technologies and Innovative Mobility Services | |
| iv. | Meadowbrook Bay Expansion | |
| k. | Grant Application: Ogden WSU Bus Rapid Transit Depot Electric Vehicle Charging Infrastructure (Rocky Mountain Power) | Mary DeLoretto |
| l. | Grant Application: CMAQ/STBG/TAP WFRC Concept Report Submittals for the Ogden/Layton Urbanized Area (Weber and Davis Counties) | Mary DeLoretto |
| m. | Grant Application: CMAQ/STBG/TAP WFRC Concept Report Submittals for the Salt Lake City/West Valley Urbanized Area (Salt Lake County) | Mary DeLoretto |
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| 9. | Service and Fare Approvals | |
| a. | Fare Agreement: Eco Trip Rewards Custom Fare Agreement Extension (Intermountain Health Care) | Monica Morton |
| b. | Fares Agreement: Eco Trip Rewards Custom Fare Agreement Extension (Select Health) | Monica Morton |
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| 10. | Discussion Items | |
| a. | Customer Service Department 2020 Report | Nichol Bourdeaux,
Cindy Medford |
| b. | Fraud Risk Assessment | Ron Ellis |
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| 11. | Other Business | Chair Carlton Christensen |
| a. | Next Meeting: January 13, 2021 at 9:00 a.m. | |
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| 12. | Adjourn | Chair Carlton Christensen |

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

**UTAH TRANSIT AUTHORITY
ELECTRONIC BOARD MEETING DETERMINATION**

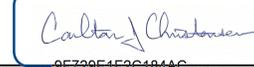
Consistent with provisions of the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board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

1. Due to the ongoing threat of the COVID -19 pandemic and the persistence of community person-to-person virus transmission, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities have adopted guidelines which encourage institutions and individuals to limit in-person interactions and recommend increased virtual interactions.

This written determination takes effect on December 16, 2020, and is effective until midnight on January 15, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 11th day of December 2020.

DocuSigned by:



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Carlton Christensen, Chair of the Board of Trustees

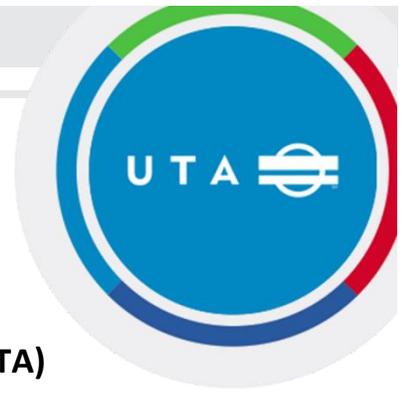


MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Jana Ostler, Board Manager

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Approval of December 9, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the December 9, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, December 9, 2020 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 and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2020-12-09_BOT_Minutes_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held remotely via phone or video conference
and broadcast live for the public via YouTube
December 9, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook
Jeff Acerson

Also participating were members of UTA staff and media representatives.

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

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

Public Comment. Chair Christensen noted members of the public were invited to attend and comment live during the public comment portion of the meeting; however, no live public comment was given. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as Appendix B to these minutes.

Consent Agenda. The consent agenda was comprised of:

- a. Approval of December 2, 2020 Board Meeting Minutes

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

Agency Report. This item was deferred to a future meeting.

Financial Report – October 2020. Brad Armstrong, UTA Senior Manager of Budget & Financial Analysis, reviewed the financial report for October 2020, including the financial dashboard; passenger revenues; sales tax collections; sales tax revenues; revenue loss and Coronavirus Aid, Relief, and Economic Security (CARES) Act funding estimates; operating expense variance by mode; operating expense variance by type; and operating expense variance by chief officer.

Discussion ensued. A question on how changing commuter patterns affect sales tax collections was posed by the board and answered by Mr. Armstrong.

Resolutions.

R2020-12-06 Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2021. Chair Christensen summarized the resolution, which gives notice and sets regular meeting dates for the UTA Board of Trustees and Audit Committee for 2021.

A motion to approve R2020-12-06 was made by Trustee Acerson and seconded by Trustee Holbrook. The motion carried unanimously with aye votes from Trustee Acerson, Trustee Holbrook, and Chair Christensen.

R2020-12-07 Resolution Authorizing the Purchase of Real Property for Box Elder County Right of Way with Dutch "A", LLC (Parcel 1070:T). Paul Drake, UTA Director of Real Estate and Transit-Oriented Development, described the resolution, which authorizes the purchase of 37.5 acres of real property located at 550 West 750 North in Willard. The property, which is needed for corridor preservation in Box Elder County, will be purchased for \$2,489,000 plus standard title closing costs.

Discussion ensued. Questions on future station location site selection and preservation, current land use and maintenance at the site, and timing for station area planning with Willard were posed by the board and answered by staff.

A motion to approve R2020-12-07 was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously with aye votes from Trustee Acerson, Trustee Holbrook, and Chair Christensen.

Contracts, Disbursement, and Grants.

Pre-Procurement. Todd Mills, UTA Senior Supply Chain Manager, was joined by Mary DeLoretto, UTA Chief Service Planning Officer. Mr. Mills said the agency intends to procure the following:

- i. Vineyard Double-Tracking Materials

Discussion ensued. Questions on the status of the project design and timeline for completion were posed by the board and answered by staff.

Service and Fare Approvals.

Monica Morton, UTA Fares Director, was joined by Andres Colman, UTA Regional General Manager – Mt. Ogden Business Unit.

Fare Agreement: Pass Purchase and Distribution Agreement (Visit Ogden). Ms. Morton asked the board to approve a one-year pass purchase and distribution agreement with Visit Ogden for ski bus passes. The contract is for the 2020-21 ski season and has an estimated total revenue value between \$1,500 and \$2,500.

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

Sponsored Fare Agreement: Lagoon/Station Park Shuttle Bus Service – Amendment 2 (Farmington City). Ms. Morton asked the board to approve a second amendment to the contract with Farmington City apportioning operating costs for the “Lagoon/Station Park Shuttle” (route 667). The amendment covers costs for 2021 with a value of \$74,090 in revenue to UTA.

A motion to approve the sponsored fare agreement was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously.

Sponsored Fare Agreement: Trolley Bus Service – Amendment 1 (Layton City). Ms. Morton asked the board to approve an amendment to the contract with Layton City apportioning operating costs for the “Midtown Trolley” (route 628). The amendment covers costs for 2021 with a value of \$162,760 in revenue to UTA.

A motion to approve the sponsored fare agreement was made by Trustee Acerson and seconded by Trustee Holbrook. The motion carried unanimously.

Sponsored Fare Agreement: Trolley Bus Service – Amendment 1 (Ogden City). Ms. Morton asked the board to approve an amendment to the contract with Ogden City apportioning operating costs for the “Ogden Trolley” (route 601). The amendment covers costs for 2021 with a value of \$72,906 in revenue to UTA.

Discussion ensued. A question on the success of the trolley service was posed by the board and answered by staff.

A motion to approve the sponsored fare agreement was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously.

Fare Agreement: HIVE Pass Purchase and Administration Agreement Amendment 1 (Salt Lake City Corporation). Ms. Morton asked the board to approve an amendment to the HIVE pass purchase and administration agreement with Salt Lake City Corporation. The amendment has an estimated revenue value of \$825,000.

Discussion ensued. A question on HIVE pass pricing compared to low-income pilot pricing was posed by the board and answered by Ms. Morton.

A motion to approve the sponsored fare agreement was made by Trustee Acerson and seconded by Trustee Holbrook. The motion carried unanimously.

Discussion Items.

Agency 2021 Final Budget. Bill Greene, UTA Chief Financial Officer, reviewed changes from the tentative to the final 2021 operating and capital budgets, which include minor adjustments related to organizational changes and updates to debt service and lease payments.

UTA Microtransit Planning Project Report. Jaron Robertson, UTA Director of Innovative Mobility Solutions, was joined by Eric Callison, UTA Manager of Service Planning; Ryan Taylor, UTA Coordinated Mobility Manager; and Libby Oseguera, Utah Developmental Disabilities Council Executive Director. Mr. Taylor spoke about coordination efforts among UTA, Via, and special service agencies to increase accessibility on UTA’s microtransit service for persons with cognitive and mobility disabilities. Mr. Taylor

mentioned the result of the collaboration was the Utah Transit Authority Microtransit Project Planning Report, which serves as a roadmap for microtransit expansion. Staff then reviewed the outcomes and findings of the report.

Discussion ensued. Questions on connectivity between microtransit opportunity zones and demographics contemplated in the report were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will take place on December 16, 2020 at 8:30 a.m.

Adjournment. The meeting was adjourned at 10:19 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pm/sitemap/notice/644597.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A

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UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

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

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
 - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person virus transmission continues to occur in the state of Utah; and
 - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on November 11, 2020, and is effective until midnight on December 11, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 6th day of November, 2020.

DocuSigned by:

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Carlton Christensen, Chair of the Board of Trustees

Appendix B

Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting

Received on December 8, 2020 from George Chapman:

Comments to next Board of Trustees meeting

Two times in the last week, drivers allowed riders without masks to board! One was obviously sick coughing and sneezing. He wouldn't put on a mask until I pointed it out to the driver who stopped until he reluctantly put on a mask.

Drivers should not move the bus until everyone wears masks!!!

Very disturbing to someone who wants more people to ride transit.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carolyn Gonot, Executive Director

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.</p> <ul style="list-style-type: none">- Human Trafficking Campaign- North Temple FrontRunner Seating



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Paul Drake, Director of Real Estate
Jordan Swain, TOD Project Manager

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Clearfield Station Transit-Oriented Development (TOD) - Master Development Agreement and Master Development Plan
AGENDA ITEM TYPE:	Discussion Item
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>Clearfield Station Master Development Plan provides a mix of land-uses and transportation options that work together to create a complete community. It includes convenient quality services and amenities that increase the quality of life as well as provide employment opportunities and residential housing to the neighborhood. Some of these services and amenities include retail shops, restaurants, food markets, and public gathering spaces. Clearfield Station is designed to be an asset to the larger regional community, in part by providing several community amenities such as parks, plazas, and active trail connections.</p> <p>At buildout, the Clearfield Station development will include approx. 300,000 to 600,000 square feet of class 'A' office space; 37,500 to 67,500 square feet of commercial retail space; and up to 1,000 residential units. In addition to the land uses, this project will include a variety of improvements to transit-critical infrastructure, such as an addition to the UTA bus loop, drop-off areas, a structured park & ride facility, and transit plaza. General infrastructural improvements include additional street connections and accessibility, dry and wet utilities, and multiple open spaces.</p>
DISCUSSION:	<p>UTA has been working alongside its development partners (STACK Development and Hamilton Partners), and Clearfield City, for the past 14 months to complete a Master Development Agreement ("MDA") and Master Development Plan ("MDP"). These two documents function as entitling documents and are required by the Clearfield City Zoning Ordinance. Together, these two agreements act as the land use control for areas being pursued by UTA, as the Clearfield TOD.</p>

	<p>Land use controls contained in the MDA and MDP include infrastructural improvements, appropriate land uses, architectural standards, and development phasing.</p> <p>The terms of the Master Development Agreement require UTA to contribute right of way for streets. Infrastructural improvements, including transit-critical infrastructure, will be funded primarily by a Clearfield City bond. To mitigate the risk associated with Clearfield City servicing the bond, the MDA requires the development to hold a reserve of funds in escrow. In the event that the development does not generate the projected amount of tax increment, the development will subsidize the monthly payments in an amount that is proportionate to the costs of its respective infrastructure (i.e. public plaza, transit plaza, etc).</p> <p>The development team has made formal application to Clearfield Planning Commission and City Council. As UTA will be party to the MDA, approval from the UTA Board of Trustees will be required prior to the development. Once approved, this will complete the Clearfield City entitlement process and enable the development team to begin development of the Clearfield TOD, as described in the MDP.</p> <p>Future land contributions to the joint venture will be executed per the terms of a future agreement between UTA and its development partners. This agreement will be discussed with the UTA Board of Trustees at later time.</p>
ALTERNATIVES:	<p>The MDA is an essential component of the Clearfield City Entitlement Process. If this agreement is not executed, UTA and its development partners will not be able to proceed with the development of the Clearfield TOD.</p> <p>Adjustments may be proposed by the UTA Board of Trustees, for consideration by UTA’s development partners and Clearfield City. Such adjustments may necessitate an amendment to the agreement and approval by the Clearfield City Council.</p>
FISCAL IMPACT:	<p>The Master Development Agreement requires UTA to contribute right of way for streets. The MDA also requires the development to hold a reserve of funds which would be used if the development does not generate the projected amount of tax increment. Then the development will subsidize the monthly payments in an amount that is proportionate to the costs of its respective infrastructure (i.e. public plaza, transit plaza, etc).</p>
ATTACHMENTS:	<p>1) Master Development Agreement, including:</p> <ul style="list-style-type: none"> • Exhibit A – Description of Property • Exhibit B-1 - Master Development Plan • Exhibit B-2 – Illustrative Master Plan • Exhibit C – Construction Steps

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| | <ul style="list-style-type: none">• Exhibit D – Impact Fee Costs• Exhibit E – Responsibility for Project Infrastructure and Funding• Exhibit F – Utility and Drainage Plan• Exhibit G-1 – Open Space Plan• Exhibit G-2 – Maintenance Responsibility Plan• Exhibit H – Road Network Plan• Exhibit I – Parking Stages Plan |
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**MASTER DEVELOPMENT AGREEMENT
CLEARFIELD STATION**

THIS MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered into as of the ____ day of _____, 2020 (“Effective Date”), by and between Clearfield City, a Utah municipal corporation (“City”), and Clearfield Station Partners, LLC a Utah limited liability company (“Master Developer”), and Utah Transit Authority, a large public transit district of the State of Utah (“UTA”). City, Master Developer, and UTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. This MDA concerns a long term, mixed use, master planned transit-oriented development (“TOD”) known as Clearfield Station (“Project”).

RECITALS

WHEREAS, UTA is the owner of that certain real property located generally between State Street and the Frontrunner commuter rail corridor, and approximately between 1100 South and 1450 South, in Clearfield, Davis County, Utah, as more particularly described in Exhibit “A” (“Property”), and as generally depicted in the Master Development Plan (“MDP”), attached hereto as Exhibit “B”; and

WHEREAS, the Parties desire to develop, design and construct Property in accordance with this MDA in a manner that is in harmony with the long-range policies, goals, and objectives of the City’s general plan, the Clearfield Connected Station Area Plan, and the MDP, as well as any applicable zoning and development regulations; and

WHEREAS, the City is willing to grant Master Developer vested rights in and to the development and use of Property as more fully set forth in this MDA in order to promote the City’s goals and objectives and to ensure that Property is developed in a unified and consistent fashion; and

WHEREAS, Development of the Project as a master-planned, transit-oriented development pursuant to this MDA and the MDP is acknowledged by the Parties to be consistent with the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code, as amended (“Act”); as well as with the City’s land use ordinances as set forth in Title 11 of the Clearfield City Code; and

WHEREAS, the Parties acknowledge that development of the Property pursuant to this MDA and the MDP will result in significant planning, economic and fiscal benefits to UTA and to the City and its residents by, among other things, requiring orderly development of Property as

a master-planned, transit-oriented development and increasing revenues to the City based on improvements to be constructed on the Property; and

WHEREAS, Master Developer, UTA and City have each cooperated in the preparation of this MDA and the MDP and understand that this MDA is a “development agreement” within the meaning of the Act; and

WHEREAS, the City Council has determined that it is in the best interests of the City, its residents, and the general public to enter into this MDA; and

WHEREAS, the Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop Property as part of Project, and the rights and responsibilities of the City to approve and regulate the development of Project, and to provide certain City services for the benefit of the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, UTA and Master Developer hereby agree to the following:

TERMS

I. GENERAL PROVISIONS

A. Incorporation

The foregoing Recitals are hereby incorporated. All exhibits are hereby incorporated into this MDA and by reference are made part hereof. The Master Development Plan is expressly made a part of this Agreement and is incorporated herein.

B. Definitions

As used in this MDA, the words and phrases specified below shall have the following meanings:

“Act” means the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code as amended.

“Anchor Tenant” means a single commercial tenant that is a minimum of 15,000 square feet, and located in the Station Square or office tenant located in office land use area as shown in the MDP.

“Bonding Authority” means Clearfield City.

“Building Permit” means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure, or any off-site infrastructure.

“Buildout” means the substantial completion of all of the development on all of the Property for the entire Project.

“CC&R’s” means the Conditions, Covenants and Restrictions regarding certain aspects of use, management, design and/or construction on all or a portion of the Property to be recorded in the real property records of Davis County.

“City Laws” means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters, including but not limited to the City Code, that have been and may be adopted in the future.

“City Code” means the Clearfield City Code, including its land use regulations adopted pursuant to the Act and other applicable laws and ordinances.

“Clearfield Station Group” means the design review committee who collaborates in the design and construction of the Project consisting of the members of Master Developer, its design consultants, and City staff. Elected officials may meet with the Clearfield Station Group to provide input on issues being discussed. Notwithstanding any provision herein, the Clearfield Station Group shall not function as a committee but shall act as a collaborative body to resolve issues as they arise. The Clearfield Station Group shall not vote, veto, or require a quorum to conduct business.

“Construction Steps” means the development of a portion of the Project as set forth in Exhibit “C.”

“Council” means the elected City Council of the City.

“Default” means a material breach of this MDA.

“Development Application” means an application to the City for development of a portion of the Project, including a Subdivision and Site Plan, from the City required for development of such portion of the Project.

“Development Standards” means a set of standards approved by the City as set forth in the MDP and the City Laws controlling certain aspects of the design and construction of the development of the Property including but not limited to setbacks, height limitations, parking and signage, and design and construction standards for buildings, roadways and infrastructure. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, pavement widths, and any other design standard directly related to or affected by right-of-way width, the standards set forth in the MDP shall control.

“Final Plat” means the recordable map or other graphical representation of land prepared in accordance with the Act and the City’s subdivision ordinance which has been approved by the City, effectuating a Subdivision of any portion of the Property.

“Impact Fees” means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity pursuant to the Utah Impact Fees Act, subject to any adjustments or reimbursements as specifically set forth in this MDA, as described in Exhibit “D.”

“Master Developer” means Clearfield Station Partners, LLC, or its assignees or transferees as permitted by this MDA.

“Master Development Plan” or “MDP” means the plan for the Project, as approved and mutually agreed upon by the Parties, attached hereto as Exhibit “B-1” and Exhibit “B-2” which sets forth the design guidelines, illustrative master plan, development standards, allowable uses, etc., for the proposed future development of the Property. The MDP may be amended from time to time upon mutual agreement of the Parties and as provided by Clearfield City Code 11-11F-9.

“Master Development Agreement” or “MDA” means this Master Development Agreement including all of its Exhibits.

“MU Zone” means the “Mixed-Use” zoning classification which is set forth in Title 11, Chapter 11 of the City Code.

“Notice” means any notice to or from any Party to this MDA that is either required or permitted to be given to another Party as provided in Section 5.4.

“Office Space” means buildings which provide general office uses as set forth in the MDP.

“Owner’s Association(s)” means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

“Park & Ride Facilities” means the parking spaces depicted in Exhibit “I” and described in Section III.F of this Agreement.

“Planning Commission” means the City’s Planning Commission established by City Laws.

“Project” means the development to be constructed on Property pursuant to this MDA and the MDP with the associated public and private facilities, intended uses, densities, Phases and all of the other aspects approved as part of this MDA including its Exhibits.

“Project Infrastructure” means those items of public or private infrastructure, at the minimum level of service required by the City under the then-current, generally applicable standards (except to the extent of any conflicts between generally applicable City standards and the Development Standards, in which case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied), which are a condition of the approval of a Development Application because they are necessary for development of a portion of the Property, such as local roads, including street lights, utilities, sidewalks, park strip and median planting/irrigation/site furnishings, curb and gutter located on or around that portion of the Property, including but not limited to those Project Infrastructure items required in connection with specific Phases of the Project.

“Property” means the real property subject to this MDA and the MDP as more fully described in Exhibit “A.”

“Responsible Party” means Clearfield City, unless otherwise stated herein, who shall be responsible for contracting for the design and construction of the Project Infrastructure from bond proceeds as detailed in Exhibit “E,” “Responsibility for Project Infrastructure and Funding.”

“Site Plan” means a site plan as contemplated and required in the City Code with respect to a parcel(s) of the Property, reflecting the location, design and configuration of development and improvements thereon.

“Soft Costs” mean expenses incurred by Master Developer for the design, planning, engineering, soils, and environmental costs of Phase 1.

“Subdeveloper” means an entity other than Master Developer which acquires rights to develop one or more parcels subject to this MDA and the MDP.

“Subdivision” means the dividing of land into two (2) or more lots, parcels, sites, plots or other division for the purpose of development pursuant to the Act and City Laws.

“Transit Critical Infrastructure” means infrastructure that supports and satisfies the necessary and sufficient conditions for operations to occur at a transit station, such as the station platform, bus loop, drop-off areas, parking, transit plaza, and facilities appurtenant to transit activity.

“Transportation Demand Management Strategies” means supporting modes of transportation other than single-occupancy vehicles to access the UTA Network in order to reduce demand for park & ride infrastructure while also increasing ridership.

“Transportation Facilities” means any conveyance, premises, or place used for or in connection with public passenger transportation by air, railroad, motor vehicle, or any other method. It includes aircraft, railroad cars, buses, and air, railroad, and bus terminals and stations and all appurtenances thereto.

C. Effect of this MDA

The City Council is authorized to enter into development agreements with any person or entity. This MDA is such an agreement intended to work in conjunction with the MDP. In the event of a conflict between this MDA and the MDP, then this MDA shall be controlling. This MDA with its incorporated Exhibits shall be the sole agreement between the Parties for the development of the Property.

D. Conditions Precedent to the Efficacy of this Agreement

As a condition precedent to the obligations of the Parties herein, this MDA is contingent upon Bonding Authority obtaining bond proceeds sufficient to fund Project Infrastructure as detailed in Exhibit “E,” “Responsibility for Project Infrastructure and Funding.” The figures listed in Exhibit “E” are an estimate only and are subject to change based on construction conditions and should not be construed as creating a limit to the amount of bond proceeds utilized for a particular Project Infrastructure.

E. Term of Agreement

Subject to conditions precedent, the term of this MDA shall be from the Effective Date and continue until the obligations are fulfilled hereunder by all Parties, unless earlier terminated by either Party as provided herein.

II. DEVELOPMENT OF PROJECT

Development of the Project shall be in accordance with this MDA, the MDP and City Laws, except to the extent of any City Laws which are inconsistent with the terms, Development Standards and provisions of this MDA or the MDP, in which case the MDA and MDP shall take precedence.

A. Construction to follow MDP

1. The Parties acknowledge and agree that final approved designs and drawings are not yet completed for any portion of the Project. Under the MDP, it is anticipated the Buildout shall include:

- a. Up to a maximum of 1000 residential units.
 - i. Any increase from the above shall only occur in the Mixed-Use Residential zones shown in the MDP and will require the explicit approval of the Clearfield City Council in the form of an amendment or addendum to this MDA and the MDP and shall not occur in the designated Commercial, Office and townhome land use areas as shown in the MDP.
 - ii. No on-street parking shall count towards the residential parking requirements of the City Code. City reserves the right to regulate parking on public streets.
- b. A minimum of 37,500 square feet of commercial space, including an Anchor Tenant, up to 67,500 sq. ft.
 - i. Master Developer shall enter into a Purchase and Sale or Lease Agreement (“Anchor Tenant Agreement”) with an Anchor Tenant with a minimum square footage of 15,000 square feet prior to commencing construction on residential units in the Project. The Anchor Tenant Agreement shall include a provision that the Anchor Tenant take possession or ownership of property within 24 months of the date the Anchor Tenant Agreement is executed.

ii. Mixed-Use Residential Commercial Overlay. By the Buildout of the Project, in addition to the other Commercial Space, the Mixed- Use Residential Commercial Overlay areas shall be designed to accommodate commercial suites at Certificate of Occupancy with a minimum of two tenant spaces to be converted at a future date pursuant to market demand.

c. Approximately 300,000 - 600,000 square feet of Office Space.

d. The City has evaluated the need for affordable housing and found that there is a sufficient supply and no additional units must be sold or leased at subsidized rates within the Project.

2. The Parties acknowledge that the MDP satisfies the requirement under the City Code for approval of a concept plan for the development of the Property as referenced in the MU Zone, but not the amended plat required for a subdivision or site plan required under the City Code.

3. The City acknowledges that Master Developer and/or Subdevelopers, as applicable, may submit multiple applications from time-to-time to develop and/or construct portions of the Project in Phases in accordance with the phasing requirements of this MDA and the MDP.

B. Construction Steps

The Project is divided into two distinct stages, as follows and as shown in Exhibit “C” (“Construction Steps”):

1. Construction Step 1: Project Infrastructure (Horizontal Improvements). This stage consists of the construction of Transit Critical Infrastructure, as well as roadways and underground utilities necessary to serve the buildings that will be developed. This stage will be undertaken by the City as described more fully in Section III of this Agreement.

2. Construction Step 2: Parcel / Lot Development (Vertical Improvements). This stage consists of the construction of various buildings and spaces that will primarily be privately owned (office, retail and other commercial buildings, mixed-use residential buildings, townhouses, etc. as described in Section II(A)(1) of this Agreement and in the MDP). This stage will be undertaken by Master Developer.

a. Sequencing. An underlying principle of the sequencing is that the timing of the programmatic uses detailed in the MDP will be based on anticipated market demand. As such, lot-specific phasing or sequencing is not mandated in this MDA.

Nevertheless, this MDA and the MDP requires a balanced approach to the buildout of the site. As determined by the City, from beginning to end, there shall be a balance to the amount of residential development as compared to office/commercial development. To accomplish this, each multi-family residential complex shall be paired with the construction of an office/commercial component. In other words, a second multi-family residential complex shall not be constructed until construction has begun on an office/commercial building (and not a third multi-family until a second commercial, and so on). Notwithstanding anything to the contrary, any number of office/commercial buildings may be constructed in immediate succession, followed by the corresponding number of multi-family residential complexes. Amendments to this Agreement shall follow City Code 11-11F-9.

Any variation from this balanced approach (seeking additional residential development before the requisite commercial is in place) shall require the explicit approval of the Clearfield City Council in the form of an amendment or addendum to this MDA and the MDP.

C. Financing

The City acknowledges that Master Developer intends to obtain one or more loans and/or other financing in connection with the development of the Project, and the City agrees to cooperate with Master Developer (and/or any Subdeveloper, as applicable) in providing such documents or other information as may be reasonably requested by Master Developer or a lender in connection with any such financing.

D. Zoning and Vested Rights

1. UTA and Master Developer shall have a vested right to develop and construct the Project on the Property, with the uses, densities and other characteristics of the Project in accordance with the MU Zone, the MDP, Development Standards and other matters specifically addressed in the MDP, subject to compliance with the terms and conditions of this MDA as well as applicable City Laws, except as otherwise specifically provided in this MDA or MDP.

2. Master Developer shall comply with future changes to City Laws which are in effect as of the filing date of a Development Application that do not prohibit, limit, delay or otherwise interfere with the vested rights granted pursuant to the terms of this MDA, including:

a. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project; or

b. City Construction and Development Standards. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or

c. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or

d. Fees. Except as otherwise provided in this MDA, Master Developer and/or any Subdeveloper, as applicable, shall pay to the City all fees (including, but not limited to, land use application fees, engineering fees, plan review fees, building permit fees, hookup fees and inspection fees) as are generally applicable to all development within the City and which are adopted pursuant to State law, in amounts specified in the City Laws.

E. Approval Process for Development Applications

Approval processes for Development Applications shall be as provided in the City Laws. A Development Application shall be approved by the City if the improvements to be constructed pursuant to the Development Application (i) conform to this MDA and the MDP, and (ii) comply with the City Laws, except as otherwise provided in this MDA or the MDP.

F. Impact Fees

1. Developer agrees to pay Impact Fees as are generally applicable to all development within the City and which are adopted pursuant to State law. All Impact Fees owing to the City hereunder shall be charged at such times in the course of development of Property as the City customarily charges similar Impact Fees to other developers within the City in accordance with applicable law (i.e. at the time of building permit).

2. All Impact Fees charged in connection with the construction of improvements shall be calculated in accordance with the applicable Impact Fee schedules as set forth in Exhibit “D,” “Impact Fees Costs.”

3. Except as otherwise specifically provided herein, Master Developer and UTA do not waive any right, whether pursuant to statute or otherwise, including §11-36a-603 of the Utah Code relating to the refunding of Impact Fees, to challenge any Impact Fee charged, or sought to be charged, by the City.

III. PUBLIC IMPROVEMENTS

Subject to compliance with Master Developer’s obligations as set forth in this MDA, the City shall provide all of the standard municipal services to the Project, including, but not limited to, culinary water, sanitary sewer collection, storm drainage, power, natural gas, fiber, Transportation Facilities and public safety facilities and services and police services, at the same levels of service and on the same terms as are generally provided by the City to and for the benefit of the City’s other similarly situated residents, institutions and businesses. The Parties acknowledge and agree that the City does not provide fire protection/suppression services or emergency medical services (such services are provided by the North Davis Fire District).

A. Funding and Construction of Project Infrastructure

1. It is the Parties’ intent that funding for Project Infrastructure as shown in Exhibit “E” shall be obtained through the Bonding Authority. The purpose of Exhibit “E” is to define what Infrastructure shall be paid for from the bond proceeds and/or eligible for reimbursement from Bonding Authority, the priority in which the funds shall be allocated, and what Infrastructure shall be the responsibility of Master Developer. Transit Critical Infrastructure shall have the highest priority, and be designed according to the UTA TOD Policy and TOD Design Guidelines, in order for the Project to function as a TOD. As additional infrastructure needs are discovered or arise, Exhibit “E” may be amended from time to time to reflect the additional infrastructure and related funding as agreed upon in writing by the parties.

2. The Parties understand and agree that the City shall have the responsibility to design, construct and install or cause to be designed, constructed and installed, all portions of the Project Infrastructure that is funded from bond proceeds as detailed in Exhibit “E,” and in coordination with Master Developer and the Clearfield Station Group, who shall meet together regularly to discuss the design and construction of Project and to address issues as they arise. The parties also understand that these activities will be subject to the City’s procurement policies unless otherwise described herein.

3. Costs incurred by Master Developer in the construction and installation of Project Infrastructure eligible for reimbursement as shown in Exhibit “E” shall be reimbursed by the Bonding Authority within thirty (30) days of receiving an invoice from Master Developer, but only after bond proceeds are available. If additional infrastructure is required by City not listed in Exhibit “E,” it shall be paid for from bond proceeds or be reimbursed from same.

4. City agrees to reimburse Master Developer for Soft Costs incurred in the design of the Project Infrastructure (horizontal improvements) from bond proceeds (once available). In the event the City does not bond, or does not obtain bond proceeds as envisioned herein, City agrees to reimburse Master Developer for its Soft Costs.

5. The Parties understand and agree that in order to secure the most advantageous bond financing, Bonding Authority intends to pledge tax revenues other than the property tax increment that will be generated by the Project, though property tax increment is the intended revenue source for servicing the debt. Upon execution of this Agreement, Bonding Authority agrees to expeditiously begin design of Project Infrastructure and to pursue bonding as soon as costs are determined therefor. It is imperative, therefore, that Master Developer carry out the construction of the Project as expeditiously as possible (subject to market demands), in order to generate the property tax increment that is anticipated. The Parties also understand that Bonding Authority’s risk is that tax increment proceeds in a given year may be insufficient to cover that year’s debt service. Beginning in the City’s fourth fiscal year from the date the bond proceeds are disbursed, and in the event that the annual tax increment generated by Project is insufficient to service the annual bond debt payment, Master Developer and UTA respectively agree to contribute to City their pro-rated share of the deficiency, respectively, corresponding to improvements funded from bond proceeds that subsequently are not owned by the City (e.g., a private plaza or station plaza) (“UTA Tax Increment Subsidy” and “Developer Tax Increment Subsidy,” respectively). The current estimate of the pro-rata share of UTA is 5.6% and that of Master Developer is 3.5%, and such estimates shall be adjusted to reflect the actual percentage upon the actual costs. UTA and Master Developer shall not be obligated to pay further Tax Increment Subsidies once the Clearfield City Community Development and Renewal Agency (“CDRA”) has generated Ninety Million Dollars (\$90,000,000.00) in assessed taxable value. The Clearfield Station Group shall collaborate on future accretive investment within the Project if there is a surplus of tax increment. If a Tax Increment Subsidy becomes necessary for a given fiscal year, City shall provide ninety days (90) notice to UTA and Master Developer of their payment obligations.

B. Dedication of Rights-of-Way and Infrastructure

A plat (or plat amendment) that dedicates rights-of-way is required prior to any construction or installation of Project Infrastructure. Project Infrastructure shown in Exhibits “E” and “F” shall be built to City standards (except to the extent of any conflicts between generally

applicable City standards and the Development Standards, in which case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied) and dedicated to the City (if not already installed by the City) in connection with each applicable Phase of the Project, thereby making it accessible for public use. All Project Infrastructure that is dedicated to the City as described in Exhibit “E” shall thereafter be under the exclusive control of the City. The dedication of Project Infrastructure shall have no limitations as to future control, maintenance, modification, or abandonment of all or part of the dedicated Project Infrastructure by the City.

1. Approval of Infrastructure as a Part of a Development Approval. Any Development Application for a Subdivision or a Site Plan shall include a plan for constructing the applicable portions of the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project, as then contemplated, at Buildout.

C. Utilities

1. Culinary Water. Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall be responsible for the design, installation and construction of Project Infrastructure sufficient to extend the City’s culinary water system throughout the Project, including Project Infrastructure necessary for each individual water connection for the various buildings, open spaces, etc., throughout the Project.

a. Attached hereto as Exhibit “F,” the “Utility and Drainage Plan,” which includes a culinary water plan (“Culinary Water Plan”) generally depicting the various culinary water improvements anticipated to be constructed in connection with the Project (including certain offsite improvements, such as the upsizing of a water line in State Street and 1000 East, and installing a water line in the Depot Street extension). The Culinary Water Plan is a general depiction only, showing approximate locations. Final locations shall be determined through additional design engineering.

b. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

c. The Parties acknowledge and agree that water lines and other improvements which extend from a water meter to a particular building or other end use shall be and remain private, and the City shall neither pay for, own nor maintain such lines and improvements.

d. The abandonment of the existing culinary water pipeline as depicted in Exhibit “F” shall be pursuant to environmental guidelines.

e. Offsite improvements to the City’s water system for both culinary water and for fire flow, such as the pipeline underneath State Street and 1000 East that will encroach into a right of way owned by the Utah Department of Transportation (“UDOT”), are subject to approval from UDOT.

2. Sanitary Sewer. Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall be responsible for designing and installing the necessary Project Infrastructure to extend the City’s sanitary sewer collection system throughout the Project. The City shall identify and implement a gravity-flow sanitary sewer solution that is sufficient to meet the requirements of the Project and City Laws. Ongoing maintenance of said gravity-flow sanitary sewer facilities shall be the responsibility of the City (public portions only; not private lateral lines, which are defined as the service line starting at the City’s main line connection, extending to a particular building or other end user).

a. The Parties acknowledge and agree that the City does not act as a sanitary sewer treatment provider (North Davis Sewer District provides sewer treatment facilities in the area).

b. Master Developer shall be responsible for all applicable connection, permit and impact fees associated with said sewer connections within the Project as are generally applicable to all developments in the City, as described in Exhibit “D.” Moreover, the City shall not be responsible for costs associated with making said connections.

c. City shall be responsible for installing the Project Infrastructure necessary for each individual sewer connection for the various buildings throughout the Project.

d. Attached hereto as Exhibit “F,” the “Utility and Drainage Plan,” which includes a sanitary sewer plan (“Sanitary Sewer Plan”) generally depicting the various sanitary sewer improvements anticipated to be constructed in connection with the Project (including certain offsite improvements, such as the installation of sanitary sewer line in 1000 East). The Sanitary Sewer Plan is a general depiction only, showing approximate locations. Final locations shall be determined through additional design engineering.

e. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

3. Storm Drainage. Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall be responsible for installing the necessary Project Infrastructure to extend the City’s storm drainage system throughout the Project. Master Developer shall be responsible for all applicable connection, permit and impact fees associated with said storm drain connections within the Project as are generally applicable to all developments in the City, as described in Exhibit “D.” City agrees it currently owns, maintains and will continue to maintain the existing 48” and 24” storm sewer line that exists in the Project.

a. Attached hereto as Exhibit “F,” the “Utility and Drainage Plan,” which includes a storm drainage plan (“Storm Drainage Plan”) generally depicting the various storm drainage improvements anticipated to be constructed in connection with the Project. The Storm Drainage Plan is a general depiction only, showing approximate locations. Storm water will be discharged from the Property via an outfall from Pond 3 to an existing 36” storm drain in the southwest corner of the Property, leading to a regional detention basin. Final locations shall be determined through additional design engineering. The Storm Drainage Plan does not depict any onsite / private storm water retention or detention facilities that may be required, for which Master Developer will be responsible for construction, ownership, and maintenance.

b. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

c. If the City’s existing 24” and 48” storm sewer line that runs through the Property requires relocation, the cost thereof shall be paid from the bond proceeds described in III(A) (anticipated within Depot Street right of way). Master Developer shall not be responsible for any fees, permit fees, or impact fees related to its relocation. Any such relocation shall be in accordance with the City’s standards and shall be located so that it will not detrimentally impact the Project as depicted by the MDP.

4. Other Utilities. Clearfield Station Group will coordinate with UTOPIA, and/or other telecommunications providers for the design, location, and installation of state-of-the-art fiber/internet infrastructure to be installed in the Project area. It is understood that such fiber provider(s) will be required to purchase or lease any conduits and real property necessary for communication sheds or structures from Master Developer.

a. Clearfield Station Group will coordinate with Rocky Mountain Power and Dominion Energy during the installation of both electrical service and natural gas service. The Parties agree that new overhead utilities are strictly prohibited within the Project, provided however, the Parties will not be required to underground existing utility poles. If excess bond

proceeds remain after the completion of Construction Step 1 Project Infrastructure, then the Clearfield Station Group may consider utilizing the excess bond proceeds for the purpose of undergrounding existing utility lines on State Street and/or 1000 East.

D. Open Space, Parks and Trails

Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall install the necessary Project Infrastructure to provide open space, plazas, parks and trails throughout the Project.

1. Master Developer and the City agree that open space shall consist of meaningful areas that promote the goals and objectives of the MDP, but shall not include roads (but shall include landscaped areas within rights-of-way) or parking lots.

2. Attached hereto as Exhibit “G-1,” “Open Space Plan,” is an open space, parks and trails plan (the “Open Space Plan”) generally depicting the open and civic spaces acreage. The figures are for general reference only and are not intended to be minimum requirements.

3. Pursuant to City ordinances, the Parties acknowledge and agree that the open space, parks and trail improvements identified on Exhibit “G-1” as ‘Public,’ shall be owned and maintained by the City. The improvements identified thereon as ‘Private’ shall remain privately owned and maintained by their respective owner.

4. Landscaping and landscape buffers shall be consistent with the MDP.

5. Open Space Maintenance. The Responsible Party, as listed in Exhibit “G-2,” “Maintenance Responsibility Plan,” shall be responsible for the ongoing maintenance of the designated open space areas. Open spaces shall be maintained at a high level to ensure the perpetual beautification of Project. The aesthetic shall be consistent with the MDP and shall comport at all times with an attractive, cultivated, and orderly appearance. Any party derelict in maintaining its portion of open space shall be notified and subject to the provisions of Section V, as well as subject to enforcement action pursuant to City Code.

E. Roads and Rights of Way

Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall install the necessary Project Infrastructure to provide Transportation Facilities throughout the Project.

1. Attached hereto as Exhibit “H,” “Road Network Plan,” is a road network plan (“Road Network Plan”) generally depicting the various road improvements anticipated to be constructed in connection with the Project. The Road Network Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon design of Project Infrastructure, as generally depicted in the MDP.

2. The Parties acknowledge and agree that the road improvements identified on Exhibit “H” as ‘Public’ shall be owned and maintained by the City.

3. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

4. Master Developer agrees that any roads constructed in connection with the Project shall be constructed according to typical City standards, except with regard to right-of-way widths, pavement widths, and any other design standards directly related to or affected by right-of-way width, which are set forth in the MDP. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, and pavement widths, the standards set forth in the MDP shall control.

5. Depot Street. The Parties understand and agree that as an off-site public improvement intended to mitigate additional traffic impact from the Project and to further facilitate use of the Project, City agrees to install or cause to be installed an extension of Depot Street southward from approximately 1100 South in Clearfield, ultimately connecting with the Project’s roadways at the northern portion of the Project. The Clearfield Station Group shall collaborate in the design of the Depot Street extension. The Depot Street extension shall be a ‘Public’ road.

a. The Parties acknowledge that a reimbursement agreement between City and Ironwood Development Group, L.C. requires the City to collect an estimated share of the cost of improving Depot Street from approximately 830 South to approximately 1100 South from owners of certain real property deemed to be benefitted by the improvement, including Property. The City agrees to waive any collection of reimbursement from Parties pursuant to the Ironwood agreement. City affirms that Parties are not responsible for costs related to the improvements under the Ironwood agreement and releases and indemnifies Parties therefrom, which costs the City intends to collect and to make reimbursement to Ironwood from funds generated by RDA #9 to the north of Project.

b. Parties understand and agree that any land acquisition costs necessary for the extension of Depot Street, as described above, shall be the responsibility of the City and included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). To the extent that the City owns any lands, or acquires any lands, that are required in connection with the Depot Street extension, the City shall dedicate such lands for the Depot Street extension without payment, and at no cost to Master Developer.

c. Parties acknowledge that the intent is to accomplish the extension of Depot Street in approximately the same timing (and in the same contract) as the construction of the rest of the Project Infrastructure, pending successful acquisition of the necessary rights-of-way.

6. New Primary Intersection at State Street. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, City shall either construct or cause to be constructed a new intersection that includes signalization at the junction of Station Boulevard and State Street. The Clearfield Station Group shall collaborate in the design of the improvements. The costs thereof, including the acquisition of right-of-way (if any), will be included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). The Parties acknowledge that approval from the Utah Department of Transportation is required in order to accomplish these improvements.

7. Southern Ingress/Egress on 1000 East and Extension of 1450 South from 1000 East to State Street; Signalization. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, City shall either construct or cause to be constructed a new entrance/exit for the Project as depicted in Exhibit “H.”

The Parties understand and agree that as an off-site public improvement intended to mitigate additional traffic impact from the Project and to further facilitate traffic flow in the area, the City shall install or cause to be installed an extension of 1450 South eastward from 1000 East to State Street in Clearfield, ultimately connecting State Street to the east with the Project’s roadways. This extension of 1450 South shall be generally in conformance with the design in the MDP and is subject to approval from UDOT and the City. The Clearfield Station Group shall collaborate in the design of the improvements. The costs thereof, including the acquisition of right-of-way, will be included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). Parties acknowledge that the intent is to accomplish the extension of 1450 South in approximately the same timing (and in the same contract) as the construction of the rest of the Project Infrastructure, pending successful acquisition of the necessary rights-of-way.

8. Modifications to 1000 East and State Street Intersection. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, City

shall construct a new median in State Street and cause traffic movement in a “right in, right out” pattern as detailed in Exhibit “H.”

a. Said intersection shall be generally in conformance with the conceptual design in the MDP, subject to approval from the Utah Department of Transportation (“UDOT”) and the City. The Clearfield Station Group shall oversee the design of the improvements, the costs thereof, including the acquisition of right-of-way (if any), will be included in the bond package as described in this Agreement, unless other funding sources are identified (grants).

9. The City acknowledges and agrees that it will seek to secure easements or other rights from third parties in connection with certain off-site improvements for the benefit of the Project at its own expense, the costs thereof, including the acquisition of any easements or rights-of-way will be included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). Master Developer shall cooperate with City in its efforts to obtain such easements or other rights associated therewith.

a. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if warranted by the circumstances; however, the Parties also acknowledge and agree that the City’s exercise of eminent domain powers is a future legislative decision of the City Council as constituted when that issue arises.

10. Vacation of Designated Rights of Way. The City has certain rights-of-way located on Property which are not compatible with the MDP and Exhibit “H.” These rights-of-way will require formal vacation by the City pursuant to Utah Code Ann. §10-9a-609.5.

a. The rights-of-way, or portions thereof, on Property subject to vacation are:

- (i) Express Drive;
- (ii) Box Car Drive (partial vacation);
- (iii) Station Boulevard; and
- (iv) Switch Lane.

b. In the event the rights-of-way are thereafter vacated pursuant to Utah Code Ann. §10-9a-609.5, City shall convey the same to Master Developer.

F. UTA Park & Ride Facilities

1. UTA Park & Ride Parking Facilities. The Parties acknowledge and agree that the social and economic viability of Project includes the need to provide adequate parking to service

both the surrounding land uses and patrons using the UTA Frontrunner. Accordingly, as detailed in Exhibit “I,” “Parking Stages Plan,” the Clearfield Station Group shall collaborate in the design, construction, and installation of the necessary Project Infrastructure to provide designated parking stalls that are reserved for use by UTA patrons as Park & Ride Facilities. The location of said facilities shall be planned in various areas throughout the development, and in successive stages, as depicted in Exhibit “I.”

2. Number of Stalls. The quantity of stalls shall be determined by UTA to satisfy park & ride demand, and shall not exceed seven hundred (700) stalls, which shall be subject to a parking Construction, Operation and Easement Agreement. Park & Ride Facilities shall be located and oriented in such a way that they are compliant with UTA’s TOD Design Guidelines and policies.

3. Funding of Park & Ride Facilities. All UTA Park & Ride Facilities that are depicted in Stages 1 thru 3 of Exhibit “I,” except for the south parking structure, shall be funded by the initial bond package and shall be prioritized as a use of those bond proceeds as Transit Critical Infrastructure. Excess bond proceeds remaining after Construction Step 1 may be applied toward the southern parking structure. Prior to development occurring as depicted in Parking Stage 4 and Stage 5, funding for UTA Park & Ride Facilities in those Stages shall be secured, which funding may come from a variety of funding sources (i.e., the Bonding Authority securing a second bond, Transportation Reinvestment Zone funds, grants, and so on), provided, however, UTA shall not be obligated to, but may choose to, contribute to the funding of the southern parking structure.

a. Phasing of UTA Park & Ride. The locations and quantities of UTA Park & Ride Facilities shall be phased with the ongoing Development of Project, as depicted in Exhibit “I.” At each Parking Stage, the location and quantity of stalls shall reflect actual demand for park & ride stalls by UTA patrons.

b. Ownership of Parking Structure. UTA shall own the Parking Structure and operate its use pursuant to a Construction, Operation and Easement Agreement.

c. Transportation Demand Management Strategies. UTA will consult with City its implementation of Transportation Demand Management Strategies for the Parking Structure.

G. Resolution of Disputes Regarding Project Infrastructure

If the City determines that the proposed Project Infrastructure is not compatible with the overall development of the Project, as then contemplated, at Buildout, in accordance with applicable City Laws, the MDP and this MDA, then any such dispute shall be subject to the “Meet and Confer” provisions of Section 5(A)(2), included below.

H. Restrictions on Certificates of Occupancy

No certificates of occupancy may be issued by the City for any Phase until completion of all items of Project Infrastructure specifically required pursuant to an approved Building Permit application in accordance with this MDA, the MDP, and the City Laws, except landscaping.

I. CC&R's

As applicable, the owner(s) of all or a portion of the Property, and or the Owner's Association(s) created with respect thereto, shall be responsible for the implementation and enforcement of CC&R's if and as they deem necessary or appropriate. The CC&R's may be adopted and amended without any requirement of approval thereof by the City; however, Master Developer shall submit all CC&R's to the City for review and comment prior to adoption or amendment. All CC&R's shall be subject to the terms and provisions of this MDA and must not be in conflict with the MDA, the MDP, or City Laws.

IV. CONSTRUCTION STANDARDS AND REQUIREMENTS

A. Permits

1. **Building Permits.** Before beginning construction or development of any buildings, structures or other work or improvements upon any portion of the Property, Master Developer or a Subdeveloper, as applicable, shall secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Upon satisfactorily meeting all pertinent requirements as set forth in this MDA, the MDP and City Laws, the City agrees to grant to Master Developer, or a Subdeveloper, as applicable, those permits and approvals necessary to permit the Master Developer or Subdeveloper to implement and complete the development of the Project. The City shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

2. **Grading.** Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following preliminary approval by the Planning Commission of a Site Plan or a Subdivision Plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by Master Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Master Developer or the Subdeveloper. If there are any discrepancies between the grade elevations created by the grading permit activities and the final, approved elevations, the City shall have no responsibility or liability for any such discrepancy.

Nothing herein shall prevent Master Developer from obtaining a demolition permit, at any time Master Developer reasonably deems necessary.

V. DEFAULT

A. Notice

If UTA, Master Developer or a Subdeveloper, or the City is believed to be in Default for failing to perform its respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide written Notice to the Party that is believed to be in Default, and to UTA. If the City provides any Notice of Default to any Subdeveloper it shall also provide a courtesy copy of such Notice to Master Developer and UTA at the same time.

1. Contents of Notice of Default. The Notice of Default shall:
 - a. Specify the nature of or claimed event of Default;
 - b. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA or the MDP that is claimed to be in Default;
 - c. Identify why the Default is claimed to be material; and
 - d. If elected by the Party delivering the Notice of Default, in its discretion, the Notice of Default may propose a method and period of time for curing the Default, which period of time shall be not more than sixty (60) days.
2. Remedies. Upon service of a Notice of Default:
 - a. The Parties shall attempt to resolve the Default through a “Meet and Confer” meeting within 10 calendar days.
 - b. If no resolution is reached, the Parties may elect any rights or remedies available at law or equity.
 - c. In no event shall any Party have any obligation to pay any other Party, or any Party’s successor in interest, for consequential damages, lost profits, or lost opportunity costs arising by reason of an alleged or established Default of any Party, and all Parties hereby irrevocably waive any right to assert any claim for the same. Notwithstanding any other provision contained herein, each Party’s aggregate liability for out-of-pocket costs actually paid by the Party by reason of the a Party’s Default, including but not limited to attorney’s fees, legal expenses and

court costs, shall not exceed five million dollars (\$5,000,000.00). UTA and City are governmental entities under the Governmental Immunity Act, Section 63G-7-101 *et seq.* of the Utah Code (as amended) (the “Governmental Immunity Act”). Notwithstanding any provision to the contrary in this Agreement, (i) the obligations to indemnify, defend and/or hold harmless in this Agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and (ii) nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

d. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period may be extended by the non-defaulting Party so long as the defaulting party is pursuing a cure with reasonable diligence.

3. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

4. Service of Notices. All notices required or permitted under this MDA shall be given in writing by certified mail, postage prepaid; or personally; or by nationally-recognized overnight courier service to the street address used by the respective Party. Any Party may change its address for Notice under this MDA by giving written Notice to the other Party in accordance with the provisions of this Section.

a. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, UTA and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer.

(i) City: the initial representatives shall be the City Manager and Assistant City Manager, currently JJ Allen and Summer Palmer, 55 South State Street, Clearfield, Utah 84015.

(ii) UTA: the initial representatives shall be Director of Real Estate & TOD and the Project Manager for TOD, currently Jordan Swain and Paul Drake, 669 West 200 South, Salt Lake City, Utah 84101.

(iii) Master Developer: the initial representatives shall be a representative from Stack (Trevor Evans), 2801 N. Thanksgiving Way, Ste. 100, Lehi, Utah 84043; and a representative from Hamilton Partners (Ken Shields), 222 South Main Street, Ste. 1760, Salt Lake City, Utah 84101.

(iv) The Parties may change their designated representatives by Notice.

VI. MISCELLANEOUS PROVISIONS

A. Amendment. This MDA, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter included herein. Any amendment to this MDA shall be in writing, signed by all Parties, and recorded against the Property.

B. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences or intent.

C. No Third Party Rights / No Joint Venture. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, UTA and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property, except as otherwise specifically provided in this MDA.

D. Assignability. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary herein, Master Developer shall have the right to assign its rights under this MDA to any "Affiliate" of Master Developer without obtaining the City's consent therefor. As used in this Section, "Affiliate" shall mean any person or entity controlling, controlled by or under common control with Master Developer (as used herein "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies and decision-making of such person or entity, through the ownership of voting interests) or Subdeveloper.

1. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from and have no liability with respect to any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

2. Grounds for Denying Assignment. The City may only withhold its consent if the assignee's ability to perform the obligations of Master Developer proposed to be assigned is in

question, and the City provides a specific description of its objections in writing. Any refusal of the City to consent to an assignment shall be subject to the “Meet and Confer” process.

E. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

F. Severability. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and effect.

G. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; inability to obtain reasonable financing in the event of significant changes in the credit markets, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, pandemics, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

H. Time is of the Essence. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

I. Mutual Drafting. Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either Party based on which party drafted any particular portion of this MDA.

J. Applicable Law. This MDA is entered into in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah’s choice of law rules.

K. Venue. Any action to enforce this MDA shall be brought only in the Second Judicial District Court for the State of Utah, Farmington Department.

L. Recordation and Running with the Land. This MDA shall be recorded against the Property in the real property records of Davis County. This MDA shall be deemed to run with the land and shall be deemed binding upon the Parties, and all of their successors and assigns.

M. Authority / Good Standing.

1. Master Developer represents and warrants to the City and UTA that (i) Master Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this MDA on behalf of Master Developer are duly authorized and empowered to bind Master Developer; and (iii) this MDA is valid, binding and enforceable against Master Developer in accordance with its terms.

2. City represents and warrants to Master Developer and UTA that (i) City is a Utah municipal corporation; (ii) City has power and authority pursuant to enabling legislation, the Act, City Laws, and the City Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of City are duly authorized and empowered to bind the City; and (iv) this MDA is valid, binding and enforceable against the City in accordance with its terms.

3. UTA represents and warrants to the City and Master Developer that (i) UTA is a large public transit district organized under the Utah Public Transit District Act; (ii) UTA has power and authority pursuant to authority and approval from the Act and other enabling legislation in the Utah Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of UTA are duly authorized and empowered to bind UTA; and (iv) this MDA is binding and enforceable against UTA in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

CLEARFIELD CITY, a municipal corporation

MAYOR
Date:

ATTEST:

City Recorder

CLEARFIELD STATION PARTNERS, LLC, a Utah Limited Liability Company

By:
Its:

11.16.2020

Date:

UTAH TRANSIT AUTHORITY

a large public transit district organized under the Utah Public Transit District Act

CAROLYN GONOT

Executive Director

Date:

PAUL DRAKE

Director of Real Property and Transit Oriented Development

Date:

TABLE OF EXHIBITS

Exhibit “A” Description of Property

Exhibit “B-1” Master Development Plan

Exhibit “B-2” Illustrative Master Plan

Exhibit “C” Construction Steps

Exhibit “D” Impact Fee Costs

Exhibit “E” Responsibility for Project Infrastructure and Funding

Exhibit “F” Utility and Drainage Plan

Exhibit “G-1” Open Space Plan

Exhibit “G-2” Maintenance Responsibility Plan

Exhibit “H” Road Network Plan

Exhibit “I” Parking Stages Plan

EXHIBIT A
STACK REAL ESTATE AND HAMILTON PARTNERS
 LOCATED IN THE EAST HALF OF SECTION 12,
 TOWNSHIP 4 NORTH, RANGE 2 WEST
 SALT LAKE BASE & MERIDIAN, CLEARFIELD CITY, DAVIS COUNTY

1 6
12 7
NORTHEAST CORNER SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN

BASIS OF BEARING
N00°05'06"E 2634.86'

12 7
EAST QUARTER CORNER SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN

S00°05'19"W 2636.70'

12 7
13 18
SOUTHEAST CORNER SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN
(NOT FOUND)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.
C1	18.07'	30.00'	34°31'05"	S72°37'30"E	17.80'
C2	20.58'	30.00'	39°17'47"	S70°28'04"W	20.17'
C3	20.58'	30.00'	39°17'47"	S70°14'09"E	20.17'
C4	162.21'	175.50'	52°57'25"	S63°24'20"E	156.50'
C5	63.40'	80.00'	45°24'31"	N67°24'42"E	61.76'
C6	59.93'	195.00'	17°36'34"	N81°04'46"W	59.70'
C7	59.93'	195.00'	17°36'34"	N81°04'46"W	59.70'
C8	54.98'	35.00'	90°00'00"	N44°53'02"W	49.50'

12 12
CENTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN
(NOT FOUND)

LEGAL DESCRIPTION:

A PORTION OF THE EAST HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN CLEARFIELD CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET (STATE ROUTE 126), SAID POINT ALSO BEING NORTH 89°54'00" WEST 441.15 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 12 AND RUNNING THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: (1) SOUTH 36°22'03" EAST 40.99 FEET, (2) SOUTH 36°55'38" EAST 384.37 FEET TO THE NORTH LINE OF LOT 1B-1 OF CLEARFIELD STATION TOD PHASE 1, AS RECORDED ON MARCH 17, 2017 AS RECORD NO. 3008633 IN BOOK 6724 AT PAGE 192 IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE, ALONG SAID NORTH LINE, THE FOLLOWING THREE (3) COURSES: (1) NORTH 70°30'29" WEST 30.13 FEET, (2) SOUTH 65°07'39" WEST 68.23 FEET, (3) NORTH 89°53'02" WEST 351.48 FEET TO THE EAST LINE OF STATION BOULEVARD AS SHOWN ON SAID CLEARFIELD STATION TOD PHASE 1; THENCE, ALONG SAID STATION BOULEVARD THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 00°06'58" EAST 83.00 FEET, (2) NORTH 89°53'02" WEST 768.05 FEET, (3) SOUTH 00°06'58" WEST 59.00 FEET, (4) SOUTH 89°53'02" EAST 176.00 FEET, (5) SOUTHEASTERLY 18.07 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°31'05", (CHORD BEARS SOUTH 72°37'30" EAST 17.80 FEET), (6) SOUTH 00°06'58" WEST 36.72 FEET, (7) SOUTH 89°53'02" EAST 51.00 FEET, (8) NORTH 00°06'58" EAST 23.22 FEET, (9) NORTHEASTERLY 20.58 FEET ALONG THE ARC OF A 30.00 FOOT NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°17'47", (CHORD BEARS NORTH 70°28'04" EAST 20.17 FEET), (10) SOUTH 89°53'02" EAST 245.25 FEET, (11) SOUTHEASTERLY 20.58 FEET ALONG THE ARC OF 30.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°17'47", (CHORD BEARS SOUTH 70°14'09" EAST 20.17 FEET) TO THE WEST LINE OF BOX CAR DRIVE AS SHOWN ON SAID CLEARFIELD STATION TOD PHASE 1; THENCE, ALONG SAID WEST LINE, THE FOLLOWING NINE (9) COURSES: (1) SOUTH 00°06'58" WEST 187.22 FEET, (2) NORTH 89°53'02" WEST 16.50 FEET, (3) SOUTH 00°06'58" WEST 67.00 FEET, (4) SOUTH 89°53'02" EAST 9.50 FEET, (5) SOUTH 00°06'58" WEST 297.71 FEET, (6) NORTH 89°53'02" WEST 9.50 FEET, (7) SOUTH 00°06'58" WEST 63.00 FEET, (8) SOUTH 89°53'02" EAST 9.50 FEET, (9) SOUTH 00°06'58" WEST 9.50 FEET TO THE SOUTHERLY LINE OF EXPRESS DRIVE AS SHOWN ON SAID CLEARFIELD STATION TOD PHASE 1; THENCE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 89°53'02" EAST 63.00 FEET, (2) NORTH 00°06'58" EAST 9.50 FEET, (3) SOUTH 89°53'02" EAST 164.74 FEET, (4) NORTH 00°06'58" EAST 7.00 FEET, (5) SOUTH 89°53'02" EAST 406.30 FEET, (6) SOUTHEASTERLY 162.21 FEET ALONG THE ARC OF A 175.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52°57'25", (CHORD BEARS SOUTH 63°24'20" EAST 156.50 FEET), (7) SOUTH 36°55'38" EAST 113.18 FEET TO THE WESTERLY LINE OF 1100 EAST STREET; THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°05'16" WEST 197.07 FEET; THENCE NORTH 89°45'22" WEST 866.08 FEET; THENCE SOUTH 89°47'06" WEST 428.29 FEET; THENCE SOUTH 00°44'53" EAST 168.29 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRACT D30 OF THE UTAH TRANSIT AUTHORITY COMMUTER RAIL AS DEPICTED ON SHEET D-22 OF RECORD OF SURVEY MAP 5910-CC; THENCE, ALONG SAID TRACT D30, NORTH 29°58'33" WEST 1718.42 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE, ALONG SAID SOUTH LINE, NORTH 89°54'00" WEST 57.78 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TRACT D30 OF THE UTAH TRANSIT AUTHORITY COMMUTER RAIL; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 29°58'33" WEST 671.48 FEET; THENCE SOUTH 44°57'37" EAST 183.29 FEET; THENCE NORTH 86°48'26" EAST 239.00 FEET; THENCE NORTH 00°09'17" EAST 59.06 FEET; THENCE SOUTH 89°55'50" EAST 1078.05 FEET TO THE WESTERLY LINE OF A QUITCLAIM DEED RECORDED AS ENTRY NO. 2859386 ON APRIL 10, 2015 IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE, ALONG SAID QUITCLAIM DEED, SOUTH 00°06'58" WEST 232.88 FEET; THENCE SOUTH 89°56'48" EAST 472.68 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF STATE STREET (STATE ROUTE 126); THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 36°55'38" EAST 18.01 FEET, TO THE NORTH LINE OF SWITCH LANE AS SHOWN ON SAID CLEARFIELD STATION TOD PHASE 1; THENCE, ALONG SAID SWITCH LANE THE FOLLOWING THIRTEEN (13) COURSES: (1) SOUTH 05°41'09" EAST 22.49 FEET, (2) SOUTHWESTERLY 83.40 FEET ALONG THE ARC OF A 80.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45°24'31", (CHORD BEARS SOUTH 67°24'42" WEST 61.76 FEET), (3) NORTH 89°53'02" WEST 148.91 FEET, (4) NORTHWESTERLY 59.93 FEET ALONG THE ARC OF A 195.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°36'34", (CHORD BEARS NORTH 81°04'46" WEST 59.70 FEET), (5) NORTH 72°16'29" WEST 50.66 FEET, (6) NORTHWESTERLY 59.93 FEET ALONG THE ARC OF A 195.00 FOOT RADIUS CURVE TO THE LEFT, (THROUGH A CENTRAL ANGLE OF 17°36'34", (CHORD BEARS NORTH 81°04'46" WEST 59.70 FEET), (7) NORTH 89°53'02" WEST 89.91 FEET, (8) NORTHWESTERLY 54.98 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS NORTH 44°53'02" WEST 49.50 FEET), (9) NORTH 89°53'02" WEST 70.50 FEET, (10) SOUTH 00°06'58" WEST 92.00 FEET, (11) SOUTH 89°53'02" EAST 225.05 FEET, (12) SOUTH 72°16'29" EAST 71.40 FEET, (13) SOUTH 89°53'02" EAST 341.02 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF STATE STREET (STATE ROUTE 126); THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 36°55'38" EAST 172.27 FEET, (2) SOUTH 36°22'03" EAST 61.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,444,274 SQ. FT. (56.11 AC.)

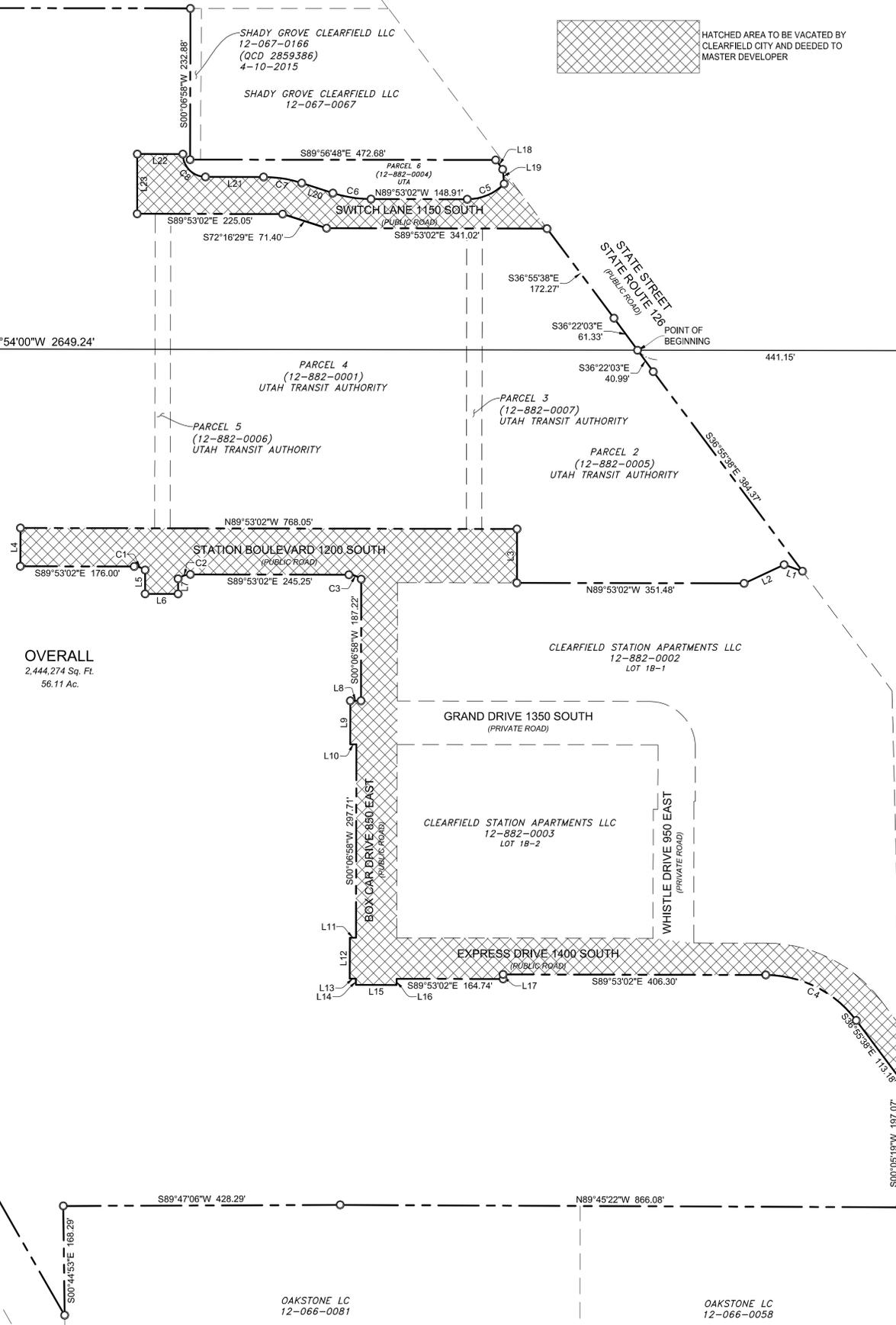
BASIS OF BEARING BEING NORTH 00°05'06" EAST BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

DATE: 05-13-2020	<p>4179 Riverboat Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)</p>	DESIGNED SRV	SHEET
PLOT DATE: 1"=100'		DRAFTED SRV	1
PROJECT NUMBER 8SRE010100		CHECKED CEA	OF 1

LINE #	DIRECTION	LENGTH
L1	N70°30'29"W	30.13'
L2	S65°07'39"W	68.23'
L3	N00°06'58"E	83.00'
L4	S00°06'58"W	59.00'
L5	S00°06'58"W	36.72'
L6	S89°53'02"E	51.00'
L7	N00°06'58"E	23.22'
L8	N89°53'02"W	16.50'
L9	S00°06'58"W	67.00'
L10	S89°53'02"E	9.50'
L11	N89°53'02"W	9.50'
L12	S00°06'58"W	63.00'
L13	S89°53'02"E	9.50'
L14	S00°06'58"W	9.50'
L15	S89°53'02"E	63.00'
L16	N00°06'58"E	9.50'
L17	N00°06'58"E	7.00'
L18	S36°55'38"E	18.01'
L19	N05°41'09"W	22.49'
L20	N72°16'29"W	50.66'
L21	N89°53'02"W	89.91'
L22	N89°53'02"W	70.50'
L23	S00°06'58"W	92.00'

NOTES:

THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE EXTENTS OF THE COMBINED PARCELS INCLUDED IN TITLE REPORT ISSUED BY ARTISAN TITLE INSURANCE AGENCY AS ORDER REFERENCE NO. 10153 (1ST AMEND) WITH A EFFECTIVE DATE OF APRIL 21, 2020 AT 8:00 A.M.
 PARCELS INCLUDED IN THE TITLE REPORT (1-7) ARE SHOWN.
 THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS ONE.



OVERALL
 2,444,274 Sq. Ft.
 56.11 Ac.



CLEARFIELD STATION

MASTER DEVELOPMENT PLAN - EXHIBIT B-1

ACKNOWLEDGMENTS

CITY MAYOR	Mark Shepherd
CITY COUNCIL	Kent Bush Nike Peterson Vern Phipps Tim Roper Karece Thompson
PLANNING COMMISSION	Kathryn Murray Robert Browning Chris Uccardi Nicole Bigelow Brett McAllister David Bloomfield Karen Blackwood
CITY STAFF	JJ Allen Spencer Brimley Brad McIlrath Summer Palmer Adam Favero Braden Felix Eric Howes



Precedent Image : West Valley City Center Transformation

UTA STAFF	Paul Drake Jordan Swain
------------------	----------------------------

DEVELOPMENT TEAM	UTA Stack Real Estate Hamilton Partners Clearfield City
-------------------------	--

CONSULTANT TEAM	Architectural Nexus Psomas Engineering Hales Engineering
------------------------	--



Publication Date: November 19, 2020

“CSAP Image” indicates images used from the Clearfield Station Area Plan with permission from Clearfield City.

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01 INTRODUCTION

INTRODUCTION

This document serves as a guide to the future development of Clearfield Station by establishing the regulatory framework and design standards needed in the approval process with Clearfield City (the City) and the Utah Transit Authority (UTA).

A coordinated development of Clearfield Station is necessary to execute the vision, to enhance access to public transportation, and to build economic connections that will stimulate the future growth of Clearfield. With 56 acres of vacant land, this site is a blank slate where a vibrant, Transit Oriented Development (TOD) will meet the needs of the City residents and the UTA.

DEVELOPMENT OVERVIEW

Clearfield Station provides a mix of land-uses and transportation options that work together to create a complete community. It includes convenient quality services and amenities that increase the quality of life as well as provide employment opportunities and residential housing to the neighborhood. Some of these services and amenities include retail shops, restaurants, food markets, and public gathering spaces.

Clearfield Station is designed to be an asset to the larger regional community, in part by providing a number of community amenities such as parks, plazas, and active trail connections. Walkability and pedestrian opportunities need to be encouraged through engaging street design/furnishings are outlined in this document.

DOCUMENT HISTORY

The two precedent Clearfield Station planning efforts that helped inform the development of this document are *Clearfield Station: Urban Design Plan, Standards and Guidelines*, 2014 which established the framework used to develop Clearfield Station Apartments. The second is the *Clearfield Connected: Station Area Plan + Design Guidelines*, 2018 which provides extensive information on the vision, goals, and objectives of the TOD area.

Indirectly, *The Clearfield City General Plan*, 2017 provides a city vision that is helpful in understanding the desired community needs and by identifying Clearfield Station as a downtown district that, when built, will enhance the quality of life for residents in the surrounding area.

VISION

Clearfield Station will be a thriving, mixed-use, and walkable TOD that seeks to become a regional destination that provides abundant opportunities for employment, living, shopping, and recreation; which all work together to create a vibrant community.

DOCUMENT INFORMATION

This Master Development Plan (MDP) is organized into eight chapters that include: Introduction, Existing Conditions, Masterplan Framework, Design Metrics & Guidelines, Land Use Regulations, Site Buildout & Parking Strategies, Building Area & Parking Breakdown, and Traffic Impact Study. Each chapter provides valuable information that will help to regulate future development. This information is to be most useful for those who play a role in developing the site and those who play a role in overseeing the approvals.

Graphic depictions and photos used in this report are for illustrative purposes and are only intended to offer examples of specific building elements and spatial character. These are not intended to depict actual buildings or site development unless otherwise specified.

GUIDING PRINCIPLES

The design guidelines ensure consistency and quality across various projects. They are based on three major points: transportation/mobility, open space/public realm and the buildings/architecture.



Existing Conditions - Aerial Perspective



Existing Conditions - Clearfield Station Entrance



Existing Conditions - Train Station



Existing Conditions - Bus Station

1.1 PROJECT INFORMATION

WHY THIS SITE?

The current development market is thriving and this site possesses a unique mix of factors that make it a sought after development opportunity. Factors like the Front-Runner Station, population growth, a large vacant site, economic incentives, and community assets demonstrate some of the most important opportunities at Clearfield Station.

The first reason, the FrontRunner Commuter Train, is an incredible asset for Clearfield Station, as it connects the residents and office workers to the entire Wasatch Front. This gives residents the opportunity to not solely rely upon automobiles as their only form of transportation.

The second reason, is this vacant site is now owned by the UTA. This simplifies both the acquisition process and the subdivision of the 56-acre site into various individual parcels.

These two factors in addition to the economic incentives, community assets, and population growth, create an opportunity to develop a true transit-oriented development in Clearfield City.

ECONOMIC CONDITIONS

Utah has one of the strongest economies in the nation creating demand for housing and office space. This site is eligible for economic incentives that will help make this type of high-quality development feasible. These programs include funding incentives such as the Clearfield Community Development and Renewal Agency (CDRA) that are now in place, as well as the federally designated Opportunity Zone incentives that this site is eligible for.

The development of offices and housing on this site generate the need for amenities to provide benefits not only for residents and employees who live and work at Clearfield Station but for Clearfield City. These include public open space, enhanced street amenities, retail shops, and restaurants.

POPULATION GROWTH

The population growth in Utah is real. Utah is one of the fastest-growing states in the country and is expected to continue to outpace national averages. This has led to a strong demand for more housing, particularly in the form of compact and efficient multi-family developments. There is a specific demand for multifamily housing in high-quality, mixed-use neighborhoods.

OPPORTUNITY

All of the elements just described combine to create an opportunity to create a unique district in Clearfield and Davis County. A thoughtful, collaborative plan that is based on market realities will encourage interest from the development community, creating a place where people want to be. The strong economic conditions and incentives mentioned above make this project both feasible to develop and meets the community needs by expanding the residential and commercial markets.

1.2 GOALS AND VISION

CREATION OF A DESTINATION

Clearfield Station provides unique amenities that help create an exciting user experience. It is a significant employment center and destination for people from surrounding communities and the larger Wasatch Front. The public realm (streets and open spaces) are designed in a way that make the neighborhood walkable, friendly, and provide unique and exciting experiences for users.

CREATION OF A LIVABLE COMMUNITY

Clearfield Station provides a mix of land-uses and transportation options that work together to create a complete community. This means that the neighborhood includes much more than residential housing, it also provides access to quality services and amenities that increase convenience and quality of life. Some of these include employment opportunities, retail shops, restaurants, food markets, public gathering spaces, and other neighborhood services, all within walking distance of each other.

CREATION OF A COMMUNITY ASSET

Clearfield Station as an asset to the larger community provides a number of community assets such as parks, plazas, recreation facilities, and vibrant, walkable streetscapes. All development in the neighborhood promotes livability for residents and visitors.

ENHANCE TRANSIT ACCESS & USE

Clearfield Station is a convenient, functional park and ride destination for nearby residents. Parking is provided in close proximity to the station platform to accommodate commuters. Convenient automobile and bus access is also provided without jeopardizing safe pedestrian circulation. To enhance the user experience for the park & ride users, the transit plaza provides convenient retail options. The land-uses and location of new development are arranged to maximize the transit ridership by locating the densest development closest to the platform, with the least dense uses on the periphery. This also includes developing uses that act as origins and destinations for transit riders.

PROMOTE QUALITY URBAN DESIGN

Clearfield Station is designed and planned with sound urban design principles that promote walkable, safe, and livable streets. All development exhibits quality architecture, landscape architecture, and urban design, which work in harmony to create a great “place.”

PROMOTE AREAS INDUSTRIAL PAST

Clearfield Station promotes the City’s long history as an industrial job center by integrating a contemporary industrial character to the architecture and neighborhood. This industrial character is also displayed through the spirit of the place, by providing the amenities and opportunities needed to support today’s evolving workforce and help it perform as one of the State’s leading employment centers.

02 EXISTING CONDITIONS

HISTORICAL CONTEXT

When the City was first settled in 1877, the City was named Sandridge. However, with the intent to attract agricultural settlers, the City changed its name to Clearfield. This calculated change in name worked, and for many years, the City was a small successful farming community.

In 1940, the United States military began construction on Hill Field (Hill Air Force Base), a defense facility that would eventually stretch along the eastern border of the City and forever change the composition of the City. Along with the creation of the Hill Air Force Base (the Base), the United States Navy developed the Clearfield Naval Supply Depot (the Depot) in 1943, on the southwestern edge of the City. The location of the Depot within the City was based on the combination of its remote location, coupled with its access to the Base, railroads, and major highways.

The Base is has grown significantly since 1940 to become one of the largest employers in the State of Utah. The Base continues to play a vital role in the creation of economic opportunities for the City. The Depot was formally decommissioned by the United States Navy in 1962, and was eventually sold into private ownership. However, much of what was once the Depot is now a thriving regional manufacturing, warehousing, and distribution hub known as, the Freeport Center. The Freeport Center is located entirely within the City and encompasses 680 acres, 78 buildings (totaling 7 million square feet), and a workforce in excess of 7000 employees.

The City is an essential economic cog within Davis County, which is the home to several nationally known companies, and is currently one of the fastest-growing counties in the nation due to its quality of life, communities, education, and commerce. The City is the third largest city within Davis County, and has daytime population driven by industrial/military employment.

REGIONAL CONTEXT

Clearfield Station is located in Clearfield City in Davis County, Utah. This site is about 28 miles north of Salt Lake City and is situated between the Great Salt Lake to the west and the Wasatch Mountains to the east. Clearfield Station is the UTA Transit Station connection midway to Ogden and Salt lake with close proximity to HAFB.

NEIGHBORHOOD CONTEXT

The Clearfield Station comprises of 56 acres of undeveloped land in Clearfield City. Located between the Union Pacific/FrontRunner tracks to the west and State Street to the east, the site is now underutilized as a park and ride lot for transit riders. The site is the largest area of UTA owned vacant land that is next to a FrontRunner transit station in the UTA system.

Adjacent to this site, Clearfield Station Apartments is located at the southwest corner of the State Street and 1000 East intersection. This was the first step of development of this project area and plays a role in influencing the form of the MDP due to existing road network and apartment building layout.

ACCESS & CONNECTIONS

TRAIN

Connecting Ogden to Provo, the FrontRunner is a regional commuter rail line that is operated by the UTA. The existing train stations will be improved with the construction of a transit plaza that will be built to accommodate ridership and the community.

BUS

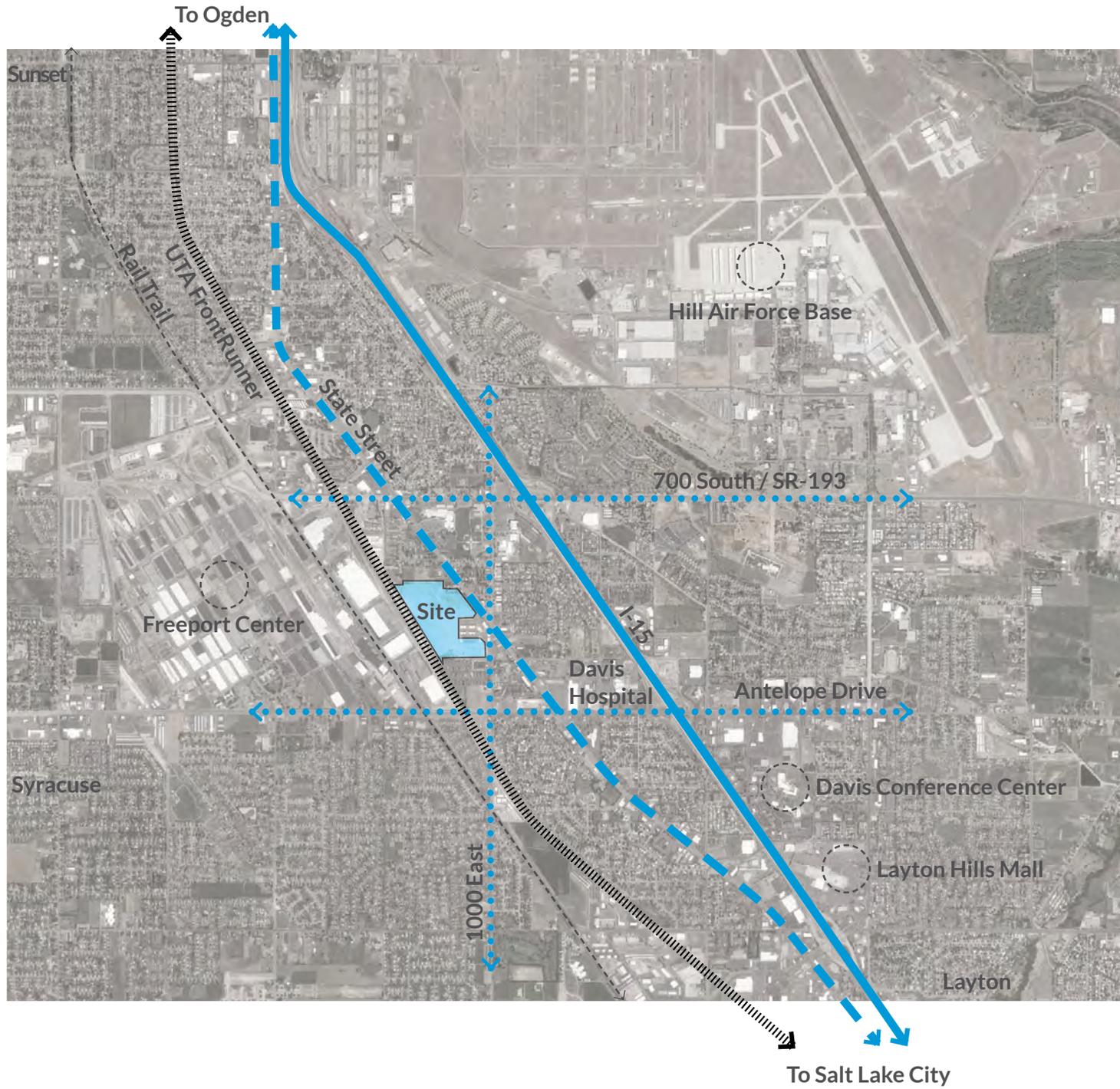
With a higher than average ridership than nearby communities, the UTA bus system makes vital neighborhood connections to the surrounding City. This transportation component helps connect over 3,000 nearby residents and over 120 businesses within a five-minute walk on the Route 470 corridor alone. The existing station has six bus pullouts and the MDP proposes adding an extra pullout to increase capacity.

AUTOMOBILE

The primary roadways are State Street along with 700 South and Antelope Drive, both of which connect to Interstate 15. From here, the Salt Lake International airport is about 25 miles south via I-15 and the Ogden airport is about 6.5 miles north.

TRAILS

Pedestrian and bicycle connectivity to the 23.5 mile Denver & Rio Grande Western Trail (Old Rail Trail) is accessible via 700 South or Antelope Drive. Trail connections to Salt Lake County and Utah County can be made by accessing the Jordan River Parkway Trail via the Legacy Parkway Trail to the south. Other nearby trails include: S. Main Trail, Falcon Trail on 1000 East, Canal Trail, and the Center Street Trail.



2.1 LOCAL ACCESS AND SERVICES

There is access to a variety of jobs, schools and other services within 3 miles of the site, the majority of these services are within 1 mile.

SCHOOLS

The site falls in the Davis School District and offers K-12 facilities within 1 mile of the site. Weber State University Davis Campus is also nearby.

HEALTHCARE

Davis North Medical Center offers a variety of services and other associated medical centers are located 1 mile southeast along Antelope Drive.

EMPLOYMENT

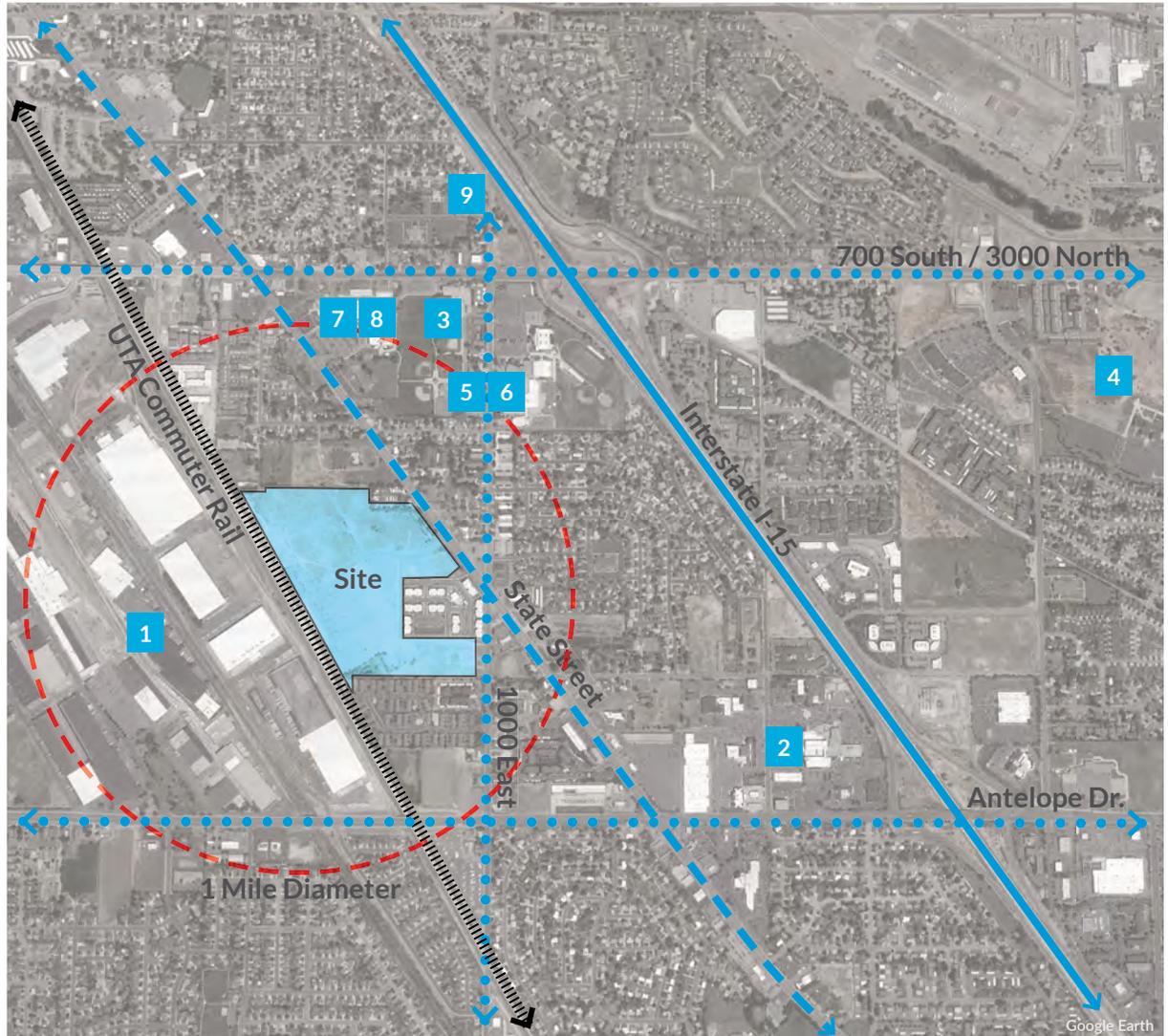
There is convenient access to two of the area's major employment centers: Freeport Center and Hill Air Force Base. Hill Air Force Base, one of the state's largest employers, is located 2.5 miles to the northeast of the site along SR-193.

CIVIC CENTER

The Davis County Health Department, Davis County Library (Tech Center) and Clearfield City Hall are located approximately 1.5 miles north of the site along State Street. The Davis Conference Center is located approximately 2.5 miles to the southeast along 700 West.

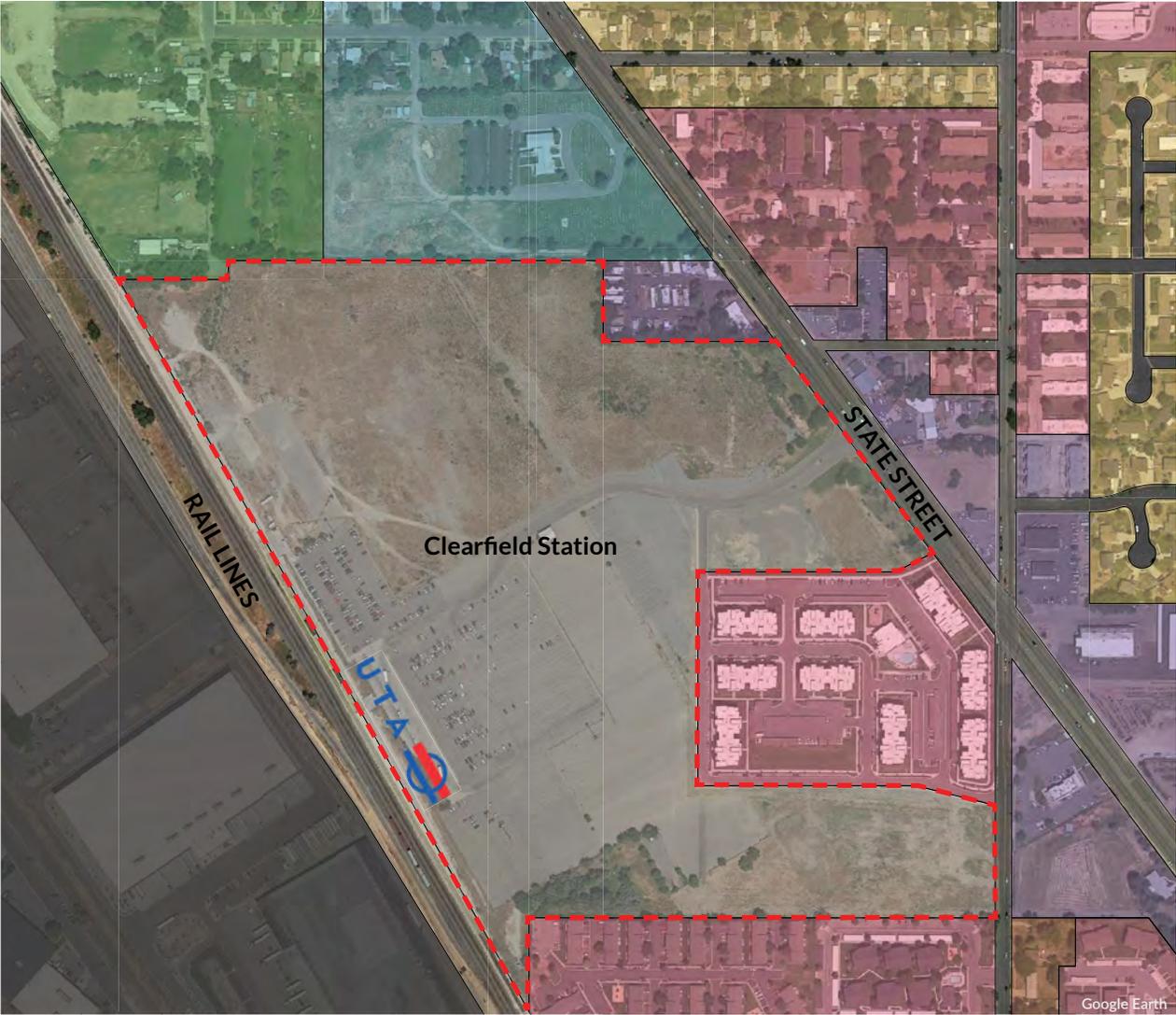
NEARBY AMENITIES

- | | |
|---------------------------------------|--|
| 1 Freeport Center | 6 Clearfield High School |
| 2 Davis North Medical Center | 7 Aquatics and Fitness Center |
| 3 South Clearfield Elementary | 8 North Davis Jr. High |
| 4 Weber State University Davis | 9 Davis Co. Library (Tech Center) |
| 5 Fisher Park | |



2.2 EXISTING LAND USE & OWNERSHIP

The Clearfield Station property is currently owned by the UTA with a development partnership between Stack Real Estate and Hamilton Partners, making this development a public-private venture. The existing parking lots shall be maintained in place and only be redeveloped per the Phasing Plan listed in Chapter 6. The UTA will have the right to maintain current operations as development occurs.



EXISTING LAND USE LEGEND

- Clearfield Cemetery
- Low Density Residential
- Medium Density Residential
- Medium-High Density Residential
- Retail / Commercial
- Agriculture/Low Density Residential
- Industrial
- Project Site

2.3 CONSTRAINTS AND OPPORTUNITIES

ACTIVE TRANSPORTATION CONNECTION

Regional Active Transportation (AT) connection to the Denver and Rio Grande Western Rail Trail from Clearfield Station will be made by going north on Depot Street to 700 South or south to Antelope Drive. It may be possible for a future bridge connection to be made over the existing rail lines if there is enough demand and adequate funding.

SITE ACCESSIBILITY

In response to existing roadways, Station Boulevard will enter the site at 1150 South and State Street. The goal is to address State Street perpendicularly where a proposed signalized intersection will improve overall functionality and safety of the intersection. Additionally, Depot Street is to be connected to the north. While, 1450 South is to be connected to with a second signalized intersection at State Street.

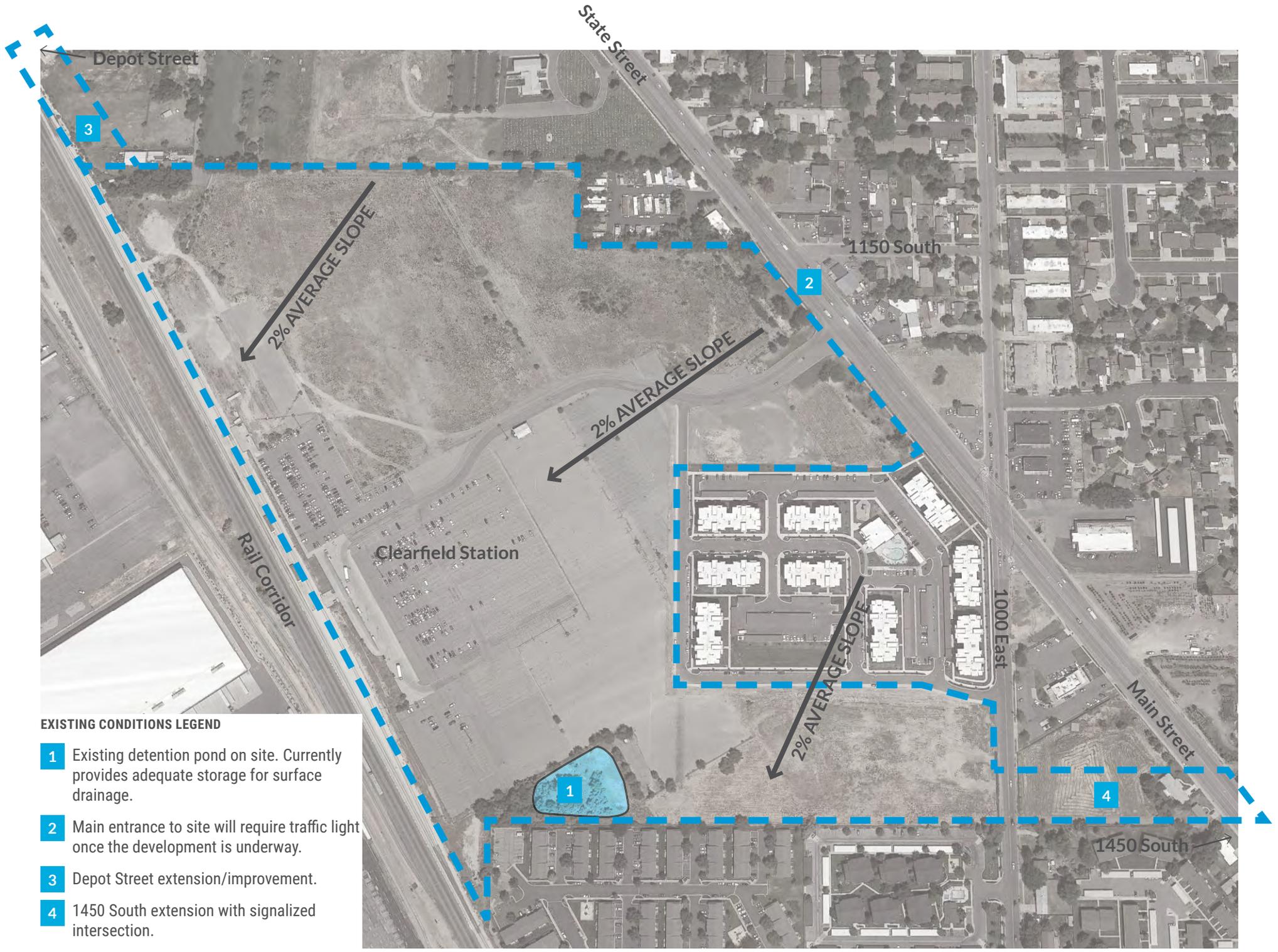
ENVIRONMENTAL CONDITIONS

There are no negative soil or environmental conditions known on the site. The site is impacted by noise, both from jets taking off from Hill Air Force Base, as well as from the commuter and transport rail lines next to the site. The average slopes across the site are 2%, which provides adequate surface drainage for existing conditions. An existing detention basin is located on the southwest corner of the site and provides adequate storage for the current stormwater runoff from the site.

STREET EXTENSION

The MDP proposes two street extensions.

- The first being an extension of 1450 South to State Street (to the east).
- The second being the extending of Depot Street to the north (parallel to the west edge of the site).



EXISTING CONDITIONS LEGEND

- 1** Existing detention pond on site. Currently provides adequate storage for surface drainage.
- 2** Main entrance to site will require traffic light once the development is underway.
- 3** Depot Street extension/improvement.
- 4** 1450 South extension with signalized intersection.

03 MASTERPLAN FRAMEWORK

HISTORICAL CONTEXT

The Illustrative Masterplan (page right) presents how the site will develop to meet the vision and principles outlined in this MDP. Ultimately, this illustrates how Clearfield Station will be a thriving place that accommodates all people, provides engaging job opportunities, and integrates with native ecologies.

The logic in developing this site focuses on integrating people with transit by providing convenient access to bus and rail infrastructure. The UTA bus and train station serve as the hub of the development to which the streets and sidewalks bring the majority of the site to within a five to ten-minute walk. Two future parking structures will be sequenced to help accommodate the Park & Ride automobiles and the general parking demands of the development. Kiss and Ride pullouts immediately adjacent to the transit areas allow for the quick drop-off and promote car-sharing opportunities.

The MDP features extensive greening by providing street trees at intervals ranging from 30 feet to 50 feet in park strips and ample room for additional green infrastructure. The stormwater infrastructure utilizes a hybrid approach that collects water into four central detention basins and by implementing Low Impact Development strategies to “slow the flow” by utilizing rain gardens and bioswales where possible. These measures help to minimize the urban heat island, sequester carbon, and promote the urban forest biodiversity.

Space for public life is one of the highlights of the MDP. Several public plazas and parks have been strategically located to allow for various seating and gathering opportunities. This people-driven design helps to promote restaurants and service businesses by providing a desirable place that is fun to visit. The enhanced streetscape zone along Station Boulevard builds a linear community asset that sets the stage for outdoor dining opportunities, public art installations, and street furnishings.

The active transportation network is an essential part in the Clearfield Station. This is enhanced by providing separated bike lanes and a raised cycle-track that allows bikes to quickly and safely move throughout the development. This helps to bridge the “first mile, last mile” gap transit users often face when going to and from their destinations.

The various street typologies help to create a distinctive and unified streetscape design that connects to the surrounding community. Various traffic calming measures are featured along the street which focuses on reducing speeding and increase safety by providing multi-modal streets designed with walkability in mind. Several key features that enhance the pedestrian environment are bulb-outs and mid-block crosswalks, and reduced street widths. This road design allows for ample parallel parking and protects pedestrians by separated sidewalks and curb extensions at crosswalks. Additionally, universal design and accessibility standards will be included in all buildings, sidewalks, and public use areas to make the development equitable to all.



ILLUSTRATIVE MASTERPLAN

- ① PLAYGROUND & PAVILION
- ② REGIONAL TRAIL CONNECTION
- ③ OPEN SPACE AMENITY
- ④ STREET EXTENSION (OFF-SITE IMPROVEMENTS)
- ⑤ SIGNALIZED INTERSECTION
- ⑥ VEHICLE CANOPY
- ⑦ STORMWATER BASIN
- ⑧ BIOSWALE/RAIN GARDEN
- ⑨ NEW MEDIAN, REMOVE SIGNAL
- ⑩ TRANSIT PLAZA
- ⑪ STATION SQUARE
- ⑫ PUBLIC PARK
- ⑬ BIKE LANE
- ⑭ COMMERCIAL OVERLAY

3.1 STREETS & BLOCKS

The street layout of Clearfield Station provides the basis for the urban fabric and helps to define the character of the development. Once the streets are in place, the other site elements will follow and help to create a fully functioning development.

On average, the blocks are between 300' and 350' in length, which is consistent with block sizes in other successful Cities throughout the country. As illustrated in the Framework Plan, interconnected blocks promote efficient street connections and enough room for a variety of development options.

For safety, residential streets incorporate traffic calming measures such as curb extensions at every intersection, raised crosswalks at mid-block crossings, reduced corner radii, and narrow street lanes (11' maximum).

See Chapter 4 for more information about Street Types.



3.2 OPEN SPACE NETWORK

Public and private open spaces throughout Clearfield Station offer convenient access and outdoor amenities for residents and visitors alike. The open space design responds to the various land uses and desired program activities businesses may need. There are two larger public parks and a variety of smaller private spaces such as courtyards, roof amenities, and pocket parks. All provide unique active and passive experiences that complement one another.

The open spaces shown in the Open Space Plan create opportunities for outdoor recreation where residents and visitors can meet one another and contribute to a vibrant community-oriented experience.

The network of open spaces is woven into the urban form of Clearfield Station provides a variety of outdoor spaces that support an outdoor lifestyle. Open spaces are located in a deliberate manner and not just developed in the “leftover” spaces. The design and programming of each open space should give unique experiences. These spaces shall have green infrastructure best management practices that manage stormwater runoff and offer opportunities for urban ecologies to thrive. The open space network shall respond to the surrounding land uses by locating active open space (plazas) uses near commercial uses and passive open space (parks) closer to residential uses.



OPEN SPACE TYPES



STATION SQUARE

A central open space of approximately one acre that is located in a highly visible area in the heart of Clearfield Station. This space is framed by buildings with active ground floor uses that promote activity on the square making it an iconic regional destination and a primary gathering place for civic and social purposes.

TRANSIT PLAZA

Open space adjacent to the UTA Station and bus loading zone is designed to enhance the experience of using public transportation by providing amenities that are geared toward transit users. This space includes landscape features that reinforce the industrial theme for the neighborhood in addition to seating, places for shade, public art, and convenient food options.

POCKET PARK/PLAZA

A series of smaller parks and plazas that are typically located on small, irregular parcels, and are dispersed throughout the neighborhood. The landscape features reinforce the industrial theme of the neighborhood while softening the urban environment through the design of interesting elements such as planting, seating, and paving.

OPEN SPACE TYPES



CSAP Image



CSAP Image



CSAP Image



CSAP Image



CSAP Image



CSAP Image

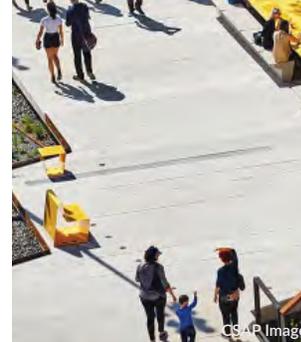
PRIVATE COURTYARD/ROOFTOP DECK

Private open spaces for residents and/or employees of a building. They will serve as gathering areas and lounges for recreational and relaxation activities. This area has outdoor cooking, fireplaces, pools, and hot tubs.

PARK

Public park space geared towards residents in the neighborhood where they can relax and play in an informal environment. The park includes flexible lawn areas for active and passive recreation and pathway loops for exercise.

OPEN SPACE ENHANCEMENTS



PLANTING IMPROVEMENTS

Planting areas soften the urban environment while reinforcing the look and feel of the contemporary industrial style of Clearfield Station. They utilize perennials, bulbs and wildflowers to add color to the landscape. These areas are meant to increase biodiversity and improve occupant's wellbeing. They are organized in groups to create attractive massing and give an organic feel.

MID-BLOCK CROSSINGS

Mid-block traffic crossings enable pedestrians to cross the street in the middle of a block rather than traveling to an intersection or crossing at unpredictable locations. Bulb outs and crosswalks shall be used where possible to promote walkability and safety throughout the Clearfield Station.

ENHANCED STREETSCAPE

Streets are first and foremost designed to create a friendly pedestrian experience. These open spaces may include public art, pedestrian lighting, outdoor dining, seating, and site furnishings.

OPEN SPACE ENHANCEMENTS



CSAP Image



CSAP Image



CSAP Image



CSAP Image



CSAP Image



CSAP Image

MATERIALS & COLORS

Consistent application of complementary and high-quality materials reinforces the unique identity and a sense of place. The landscape has rough-cut elements such as tumbled stone, concrete, steel, timber, and brick to support an industrial feel. Among the materials used, there are historical remnants from the adjacent railroads, industrial area, and/or the historic Navy Depot. The most prominent colors associated with industrial areas are grays, with reds and blacks also playing a large role. The gray tones are often supplemented with more modern and interesting colors to be minimally applied to contrast the muted tones.

LANDSCAPE DESIGN

Landscape design has a unique aesthetic that mirrors the architectural design theme with the contemporary industrial style of the site. This industrial character helps to create a brand for the site that ties the neighborhood together. The lawn areas are strategically designed to become functional gathering places. These areas are minimized in other areas and replaced with water-efficient landscape planting.

3.3 TRANSPORTATION PLAN

Clearfield Station is designed to maximize its connection to the local and regional UTA transportation infrastructure by building a higher density development with lower parking requirements. This emphasis on transit has a number of benefits including walkability, sustainability, and resiliency. Upon full build-out, approximately 1,000 residential units will be within a 5 to 10-minute walk to the UTA Transit Plaza.

Upon full build-out, there will be an estimated:

- 2.3 miles of road
- 6.5 miles of sidewalk
- 0.46 miles of raised cycle track
- 1.5 miles of on-street bike lanes

COMMUTER RAIL - FRONTRUNNER

The commuter rail is the key transit component of the Clearfield Station site. The layout for the entire development is arranged to maximize its use and reduce traffic congestion. The rail platform and pedestrian entrances will remain as existing; however, plaza improvements and sidewalk connections will activate space and welcome ridership.

BUS

The existing bus loading zone will remain protected in place with an additional loading bay to be added for increased capacity. Bus traffic is expected to be routed along Station Boulevard; however, routes may be directed to use 1450 S. and Depot St. One way directional arrows, appropriate signage, and “Bus Only” street paint shall be installed to help keep unauthorized vehicles out of the loading zone.

KISS AND RIDE

Kiss and Ride temporary parking areas are to be located adjacent to the commuter rail. This provides rail patrons convenient drop-off and pick-up access to the commuter rail platform. Reference Chapter 4 Neighborhood Mixed-Use Streets with Kiss and Ride for street section design.

PEDESTRIAN AMENITIES

Clearfield Station pedestrian amenities need to be consistent with other UTA stations. Improvements shall include accessible routes, crosswalks, seating, shelter, and basic landscaped areas. Based on funding availability, amenities such as public restrooms, water fountains, signage kiosks, and plaza areas should be developed to the same standards as the Clearfield Station.

BIKE LANES

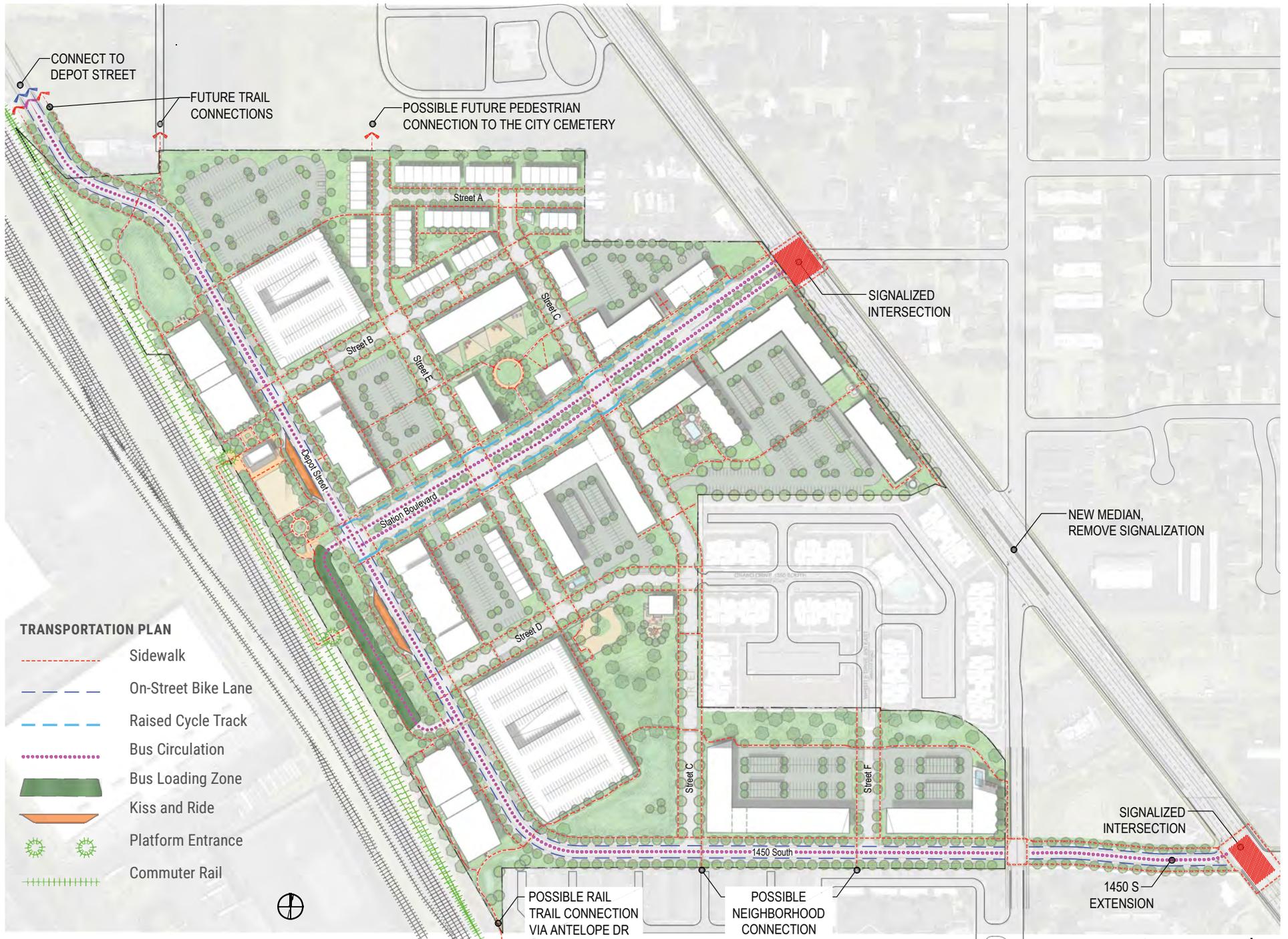
Cycling facilities are provided on streets and connect outside of the site. A protected cycle track is provided on Station Boulevard that connects State Street to the UTA Transit Station. An on-street bike lane runs along Depot Street, through the site connecting to 1000 East. All other streets in Clearfield Station are designed to allow for a safe mix of cyclists and vehicles in travel lanes.

AUTOMOBILE

Vehicular transportation is carefully designed to decrease traffic issues associated with new development. Although, TOD's generally have less traffic impact on the surrounding community than traditional development patterns the following elements are carefully considered:

The street network is externally connected via Depot Street and to State Street via Station Boulevard and 1450 South. It will be necessary to study and construct signalized intersections at Station Boulevard and State Street and at 1450 South and State Street. While its internal network is of a typical city grid, with shared roads to the existing Clearfield Station Apartment development. The closure of Express Drive along the south end of the development will help improve safety and traffic flow issues created by its design.

For further information on traffic patterns and the impacts of this development please see the Traffic Analysis in Chapter 8.



04 DESIGN METRICS AND GUIDELINES

INTENT

The design metrics and guidelines in this chapter will help define a clear set of rules for development to occur and help to establish a contemporary industrial identity for Clearfield Station. When complete, a thoughtful, well choreographed mix of buildings, streets, and open spaces will help to create a destination location where people want to be. Safety and accessibility are indispensable in developing the design metrics so that all aspects of the design account for equity and welfare among all users.

Furthermore, the outlined guidelines are intended to guide development and create a consistent urban fabric. These metrics generally focus on providing high-quality aesthetics and appropriate architectural fenestration elements. By following the prescribed set of rules, the development will be efficient and built to last.

FUTURE TECHNOLOGICAL ADVANCEMENT

To allow for the flexibility necessary to adopt future advancements in transportation, technology, and unforeseen contingencies, the development partnership has agreed to adopt land-use changes as deemed necessary over the course of construction. Drones, autonomous vehicles, and other advancements have the potential to disrupt the current status quo and drive market demand. This document does not account for the future innovations that may benefit the long-term viability of Clearfield Station. However, proposed changes to Clearfield Station require City approval and a revision to the MDA and/or MDP.





4.1 STREET WALLS AND BUILDING MASSING

REFER TO SECTION 5.0 FOR REGULATORY REQUIREMENTS FOR SITE AND BUILDING DESIGN.

OVERVIEW

Station Boulevard creates the central axis of the development and connects State Street to the UTA Transit Station. This main axis serves as a promenade offering a mix of residential, retail, and dining options, which will draw people and serve as a convenient amenity for residents. Locating the Station Square along Station Boulevard provides a central place for special events and activities.

Commercial office space is located on the west side of the development along Depot Street because of its proximity to the UTA Transit Station. This will help to encourage the use of public transit and may be considered as a key amenity for employers.

Local streets provide access to parking lots and structures for retail businesses, offices, and transit patrons. Due to reduced speed limits and less traffic, local streets accommodate residential entrances and access to private amenity areas.

PRIMARY FACADE

The primary building facades need to form a consistent street wall and define human-scale space along this corridor. This will help promote active ground floors with a mix of public and commercial activities. Along Station Boulevard, the facades should have the highest quality finishes and most articulated form to showcase building hierarchy. Main Entrances for retail, residential, and/or other active use tenants are encouraged along the Primary Facade of the buildings.

SECONDARY FACADE

All streets except for Station Boulevard are considered secondary streets in this plan. Buildings along secondary streets will still address the street but may have less articulation than the buildings facing Station Boulevard. High quality materials will be selected for windows that are durable and easily maintained. Retail, residential, and/or other active uses are encouraged.

METRICS

Street walls and building massing shall meet the following:

- Breaks in the street wall shall be limited to those necessary to accommodate mid-block crossings, pocket parks, entry courts, and permitted vehicular driveways.
- An identifiable break shall be provided between a building's commercial floors and the upper floors. This break may consist of a change in material or other facade articulation.
- Provide pedestrian passageways between buildings that are a minimum of 20 feet wide.

GUIDELINES

Street walls and building massing should consider the following guidelines.

- Design building massing to reinforce the street wall with appropriately scaled elements that are sensitive to neighborhood context.
- Generally, buildings should maintain a consistent street wall along their street frontages.
- On retail streets, design building walls along the sidewalk to define the street and provide a pedestrian-scale environment.



- STREET & FACADE PLAN**
- Station Boulevard
 - Depot St & 1450 S.
 - Local Streets
 - Primary Facade
 - Secondary Facade
 - Prominent Building Corners

4.2 FACADE ARTICULATION

REFER TO SECTION 5.0 FOR REGULATORY REQUIREMENTS FOR SITE AND BUILDING DESIGN.

Both horizontal and vertical articulation is used to create interest and help set up a strong sense of design and identity. Massing, building details, and entries should be proportionately scaled.

VERTICAL ARTICULATION

The first 20 feet of height of a building facade will be articulated with a rhythm of modules which serve to break down the scale of the buildings face. A module is defined as a portion of the facade differentiated from the adjacent facade by a change in the line of the face of the building, and/or a real change in material color or fenestration. Characteristics between modules should relate to one another to achieve a unified composition. Modules should generally be no longer than 40 feet.

HORIZONTAL ARTICULATION

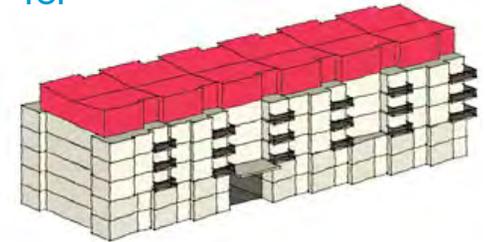
Buildings will have three vertical segments, a base, middle and top. These three sections should be differentiated by cornices, string courses, stepbacks, recesses, projections, changes in floor height, and/or changes in color and material.

CONSIDERATIONS

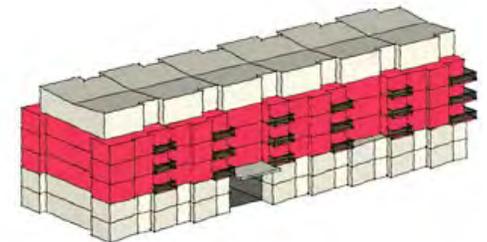
The base section grounds the building as it relates to the street and ground floor activity. The middle section is the principal facade of the structure and differentiated from the base and top through methods mentioned above. The top section defines the roofline and is encouraged to have stepbacks, penthouse units, green roofs, or other occupied space.



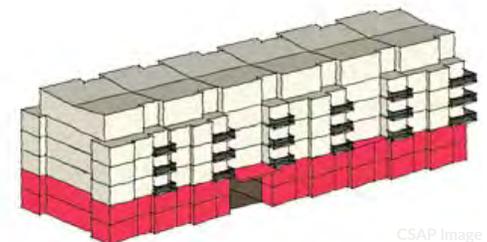
TOP



MIDDLE



BASE



CSAP Image

MATERIALS + COLORS

Consistent aesthetics include a complimentary use of building materials and finish colors throughout Clearfield Station will build a unique identity and establish a clear sense of place.

CONSIDERATIONS

Only durable, high-quality materials that have a long life, age well, and are of a high level of craftsmanship will be used. They should reflect the industrial character discussed earlier and should add depth, texture and visual interest to both the buildings and the neighborhood.

Materials should be limited to one or two dominant materials with one or two accents. All materials should thoughtfully transition between the facade, space, and use and should turn corners.

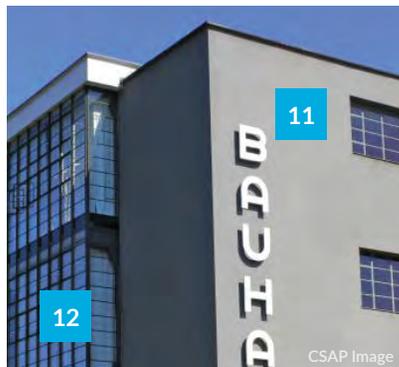
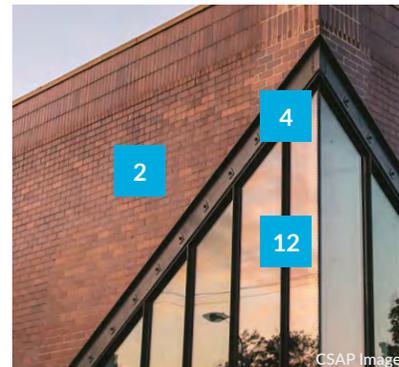
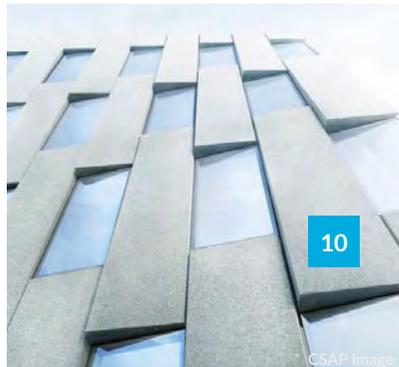
Lighter accent colors are highly encouraged to add pops of interest. Industrial buildings typically have dark, heavy materials such as brick, black steel, and dark concrete and shall be accented with color to lighten their presence.

DESIGN GUIDELINES

Refer to Section 5.0 for Regulatory Requirements for Site and Building Design. Premium and secondary quality materials are to be used based on the following:

MATERIAL EXAMPLE IMAGES

- | | |
|---|---|
| 1 "Color Accent" for visual interest | 7 Stone |
| 2 Brick | 8 Wood / Timber |
| 3 Tumbled Brick | 9 Curtain Wall Glazing System |
| 4 Black Steel | 10 Concrete or GFRC Panels |
| 5 Colored Metal Panels | 11 EIFS / Stucco |
| 6 Corrugated or Corten Steel | 12 Industrial Sash/
Divided Light Windows |



4.3 ARCHITECTURAL MASSING

REFER TO SECTION 5.0 FOR REGULATORY REQUIREMENTS FOR SITE AND BUILDING DESIGN.

INTENT

All buildings within the Clearfield Station shall follow the design guidelines in this chapter to ensure that each structure is unified with the overall development aesthetic. Massing and height shall be appropriate to a building's intended use and is to blend with the surrounding context. Structures are unobtrusive to pedestrians and through articulation and materials create a visually interesting urban form.

Setbacks and stepbacks are utilized to maintain a relationship with the public right-of-way, creating a street wall that is well-defined and human-scaled. Ground floor setbacks are of an appropriate distance for each unique user.

Stepbacks are utilized to further articulate the facade on the upper floors of the building and create usable outdoor space for building occupants.

The guidelines on the following pages provide further specificity for architectural elements which will further create articulation and interest in building massing and urban form.

ARCHITECTURAL MASSING AND URBAN FORM:



- 1 A consistent streetwall on both sides of the street, as well as vertical elements such as trees create a sense of enclosure.
- 2 A variety of building height, scale and bulk creates a dynamic and visually interesting experience.
- 3 Buildings include stepbacks on upper stories in the building facade to ensure pedestrian scale and increase access to light and air.
- 4 The ground floor of buildings address the street and have a high level of transparency.

- 5 Windows, podium decks and balconies overlook the street.
- 6 A consistent row of trees provides a sense of enclosure, protects pedestrians from vehicles, provides shade, and brings nature into the urban environment.
- 7 Street furniture such as lighting, seating, trash receptacles, and bike racks are included in the Street Zone as pedestrian amenities.
- 8 Seating and outdoor dining is provided in the Frontage Zone (See 4.9 Streetscape) as an extension of the indoor dining area.

MASSING & DENSITY

The densest uses and tallest building heights are along Station Boulevard and Depot Street. The majority of the building floorplates are less than 30,000 square feet in efforts to help break up the block and enhance walkability. All buildings, especially those exceeding the desired SF/ floor, will endeavor to be designed so that the ground floor maintains the human-scale and character of the street wall. The streetwall is consistent and continuous on both sides of the street and creates the feeling of enclosure. Gaps will be avoided as much as possible.

SETBACKS & STEPBACKS

SETBACKS

The distance between the building facade and the public right-of-way, are used to enhance the ground level environment and pedestrian experience. Appropriate setback distance for the ground floor use is generally 5 feet deep but no more than 15 feet.

CONSIDERATIONS

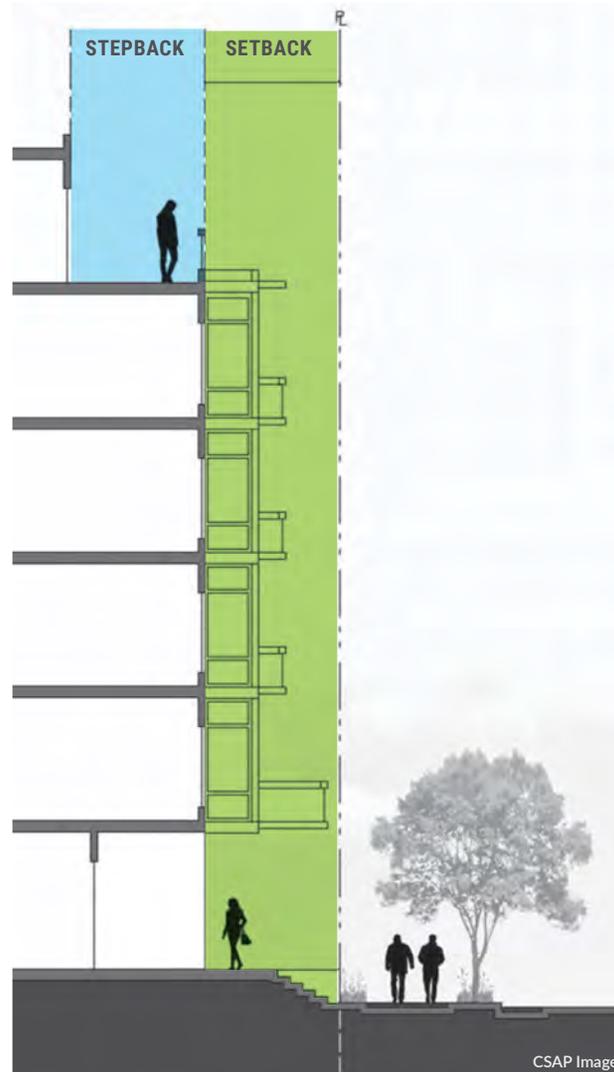
- Create a space for outdoor dining in front of retail/ restaurant spaces.
- To offer landscape and/or a patio/stoop in front of ground-level residential entrances.
- Entrance courts for office or residential building lobbies.
- To add interest and bring nature into the streetscape through planters and landscape.
- Building entries may be raised above the sidewalk level to create a feeling of semi-private space.

STEPBACKS

The upper levels of a building which are offset from the facade.

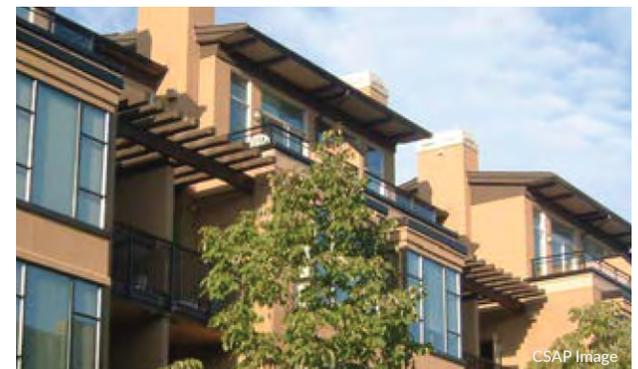
CONSIDERATIONS

- Roof space created by setbacks may be designed as usable outdoor space for building occupants.
- Break down the mass of the building by creating a defined top.



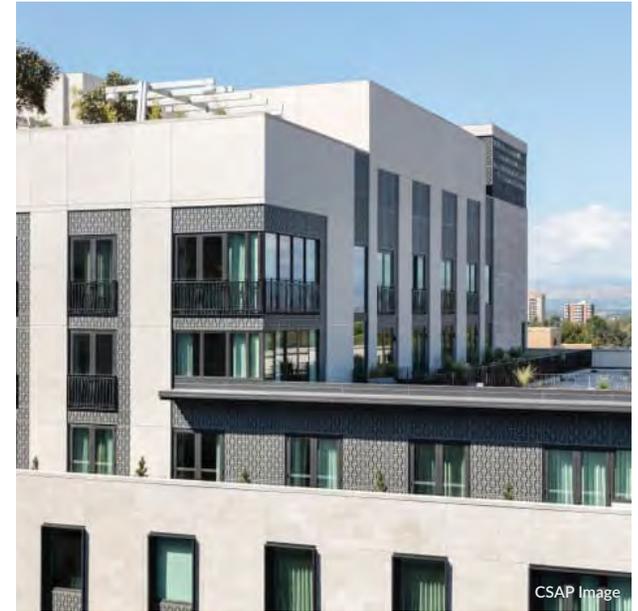
STEPBACK / SETBACK NOTES :

Diagram and Images are for illustrative purposes only. Final architectural design will reflect site-specific conditions and constraints.



4.4 ARCHITECTURAL DESIGN ELEMENTS

REFER TO SECTION 5.0 FOR REGULATORY REQUIREMENTS FOR SITE AND BUILDING DESIGN.



BASE ACTIVATION

In order to facilitate an active public streetscape and promote the neighborhood vitality, all buildings shall address both the street and the sidewalk on the ground floor.

Buildings will orient and integrate courts, lobbies, entries, and glazing to face streets and other public open spaces to foster positive activity. Commercial entrances will be highlighted through signage, change of materials and/or through changes to the buildings massing.

PRECEDENTS

1. Raised entrances promote privacy and semi-private space
2. Transparent ground level storefront and furnishings
3. Garage doors enable indoor/outdoor space

PROMINENT BUILDING CORNERS

Buildings will emphasize important intersections and corners with architectural features when a structure has primary facade orientations.

Corners in key locations are emphasized by utilizing a change in buildings massing and/or height, contrasting finishes, transparency or other unique, creative solutions.

CONSIDERATIONS

- Incorporate special design details at corners
- Modify the buildings massing and/or height
- Add contrasting finishes and increase transparency

ROOFS

Rooflines will minimize visual impacts and emphasize the architectural style and characteristics of buildings in the development.

CONSIDERATIONS

- Rooflines to appear flat from street level
- Modulate in height to create interesting skyline
- Screen mechanical equipment
- Roof decks, terraces, and green roofs are encouraged
- High albedo roofing to reflect heat



CSAP Image



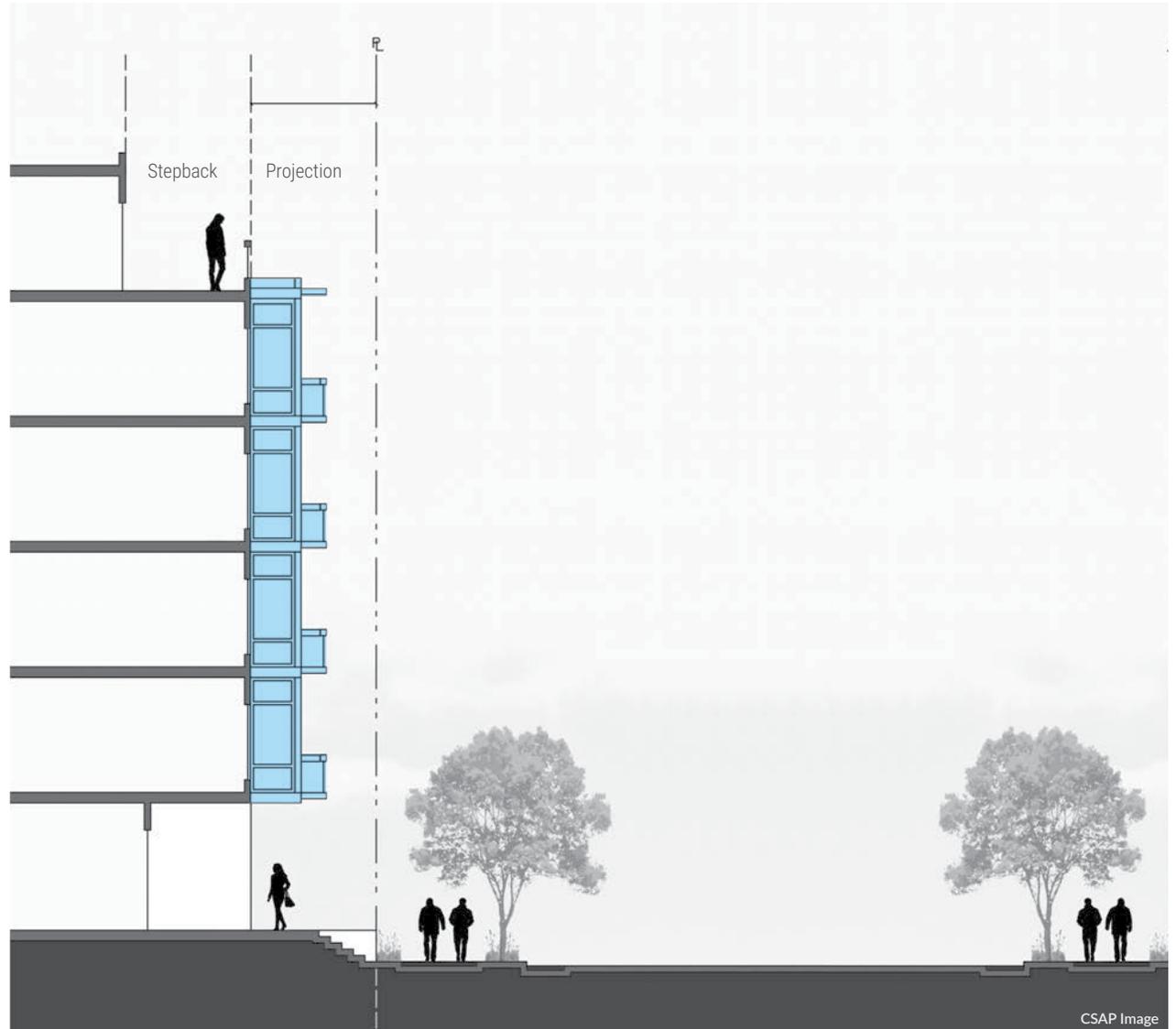
CSAP Image

PROJECTIONS

To add additional visual interest through facade articulation, both habitable and non-habitable projections are encouraged.

CONSIDERATIONS

- Balcony dimensions should adhere to the outlines provided in Chapter 05 for each specific land use.
- Habitable projections are defined as a portion of the building enclosure.
- Non-Habitable projections are spaces not enclosed and utilized by residents.



CSAP Image

4.5 ARCHITECTURAL CHARACTER

REFER TO SECTION 5.0 FOR REGULATORY REQUIREMENTS FOR SITE AND BUILDING DESIGN.

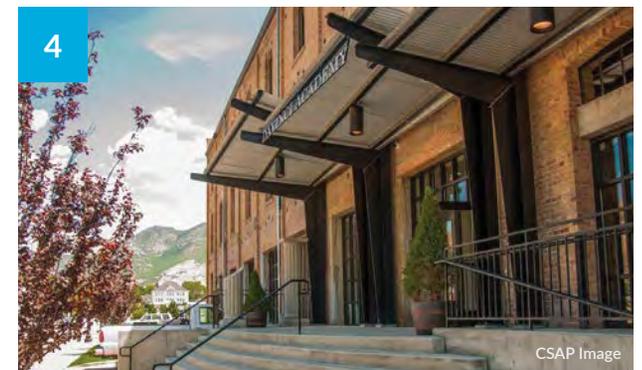
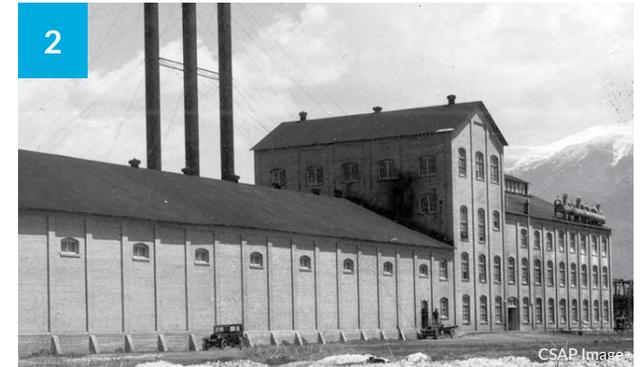
The buildings and structures within Clearfield are not required to look the same; however, there should be an architectural theme that creates a unique sense of place. This unifying character should be based upon a refined industrial theme which can be adopted from the historical precedents identified (page right). This will help to create and strengthen the brand for the site and provide a common thread that can be recognized throughout Clearfield Station.

While the industrial past plays an important role on the site, there are few historic buildings adjacent to the site that the new development must respond. This presents an opportunity to develop a theme that is timeless and reconcile the historic and industrial themes.

HISTORIC PRECEDENTS

There are no historic buildings currently existing on the site, and therefore, historic precedents should be considered from around the Intermountain West.

The images to the right display industrial buildings found in nearby cities such as Ogden, Layton, and Kaysville. These are just a few examples of existing and former buildings from the area that offer inspiration for architects and designers.



HISTORIC PRECEDENT IMAGES

- 1 Kaysville Flour Mill
- 2 Layton Sugar Company
- 3 American Can Company (Ogden, Utah)
- 4 DaVinci Academy (Ogden, Utah)



1

CONTEMPORARY PRECEDENT IMAGES

- 1 HAFB West Development (Ogden) - Architectural Nexus
- 2 Liberty Boulevard (Salt Lake City) - Architectural Nexus
- 3 Hardware Village West (Salt Lake City) - Architectural Nexus
- 4 UT Dept. Human Services (Salt Lake City) - Hamilton Partners
- 5 Thanksgiving Station (Lehi) - Stack Real Estate



2



4

CONTEMPORARY PRECEDENTS

Referenced images in this chapter are of precedents that exhibit a contemporary style that is also rooted in historic-industrial architecture. They show the character and level of detailing envisioned for the Clearfield Station site.

These examples show a range of examples, from more abstract interpretations to more traditional recreations. These reference images are for design inspiration for the new Clearfield Station development.



3



5

CONSIDERATIONS

- Volumetric massing
- Predominantly brick and steel buildings
- Exposed structural elements
- High interior spaces with reposed brick, steel, and timber
- Divided light windows

4.6 STREET TYPES

Five unique street types with specific dimensions are used for Clearfield Station.

The **Local Street** type is the most basic with room for two: travel lanes, 6.5' park strips, and 6' sidewalks. The intent for this street is semi-private and serves residential land uses. This street has a 52' Right-Of-Way (ROW).

The **Neighborhood Street** type is the default street design, and the most common street in the neighborhood. This street has two: travel lanes, parallel parking, parkstrips, and sidewalks to make a 66' ROW.

The **Neighborhood Mixed-Use Street** type is identical to the Neighborhood Street with street parking but has dedicated on-street bike lanes. This street has two: travel lanes, bike lanes, parallel parking, parkstrips, and sidewalks to make an 80' ROW.

The **Boulevard Street** type serves as the local collector street in the neighborhood, which connects State Street to the UTA Transit Station. This street has a central landscape median, four: travel lanes; two: separated bike lanes, parallel parking, parkstrips, and sidewalks to make a 123' ROW.

The **UTA Bus Drop-off** is a private, one way drive that is only to be used by authorized vehicles and UTA Buses.

The **Mid-Block Connections** serve as a pedestrian friendly and walkable connection from point to point reducing the use of vehicular traffic throughout the area.



LOCAL STREET

The Local Street type supports low residential densities and townhome type buildings. The street is designed for residential land uses, with park strips, sidewalks, and space for plantings. Streets will include places for neighbors to gather, relax, and recreate.

STANDARD IMPROVEMENTS

Curb ramps, corner curb extensions, street trees, sidewalk planters, stormwater control measures, and pedestrian scale lighting at corners and mid block locations.

CASE BY CASE ADDITIONS

Special crossing treatments, parallel parking stalls.

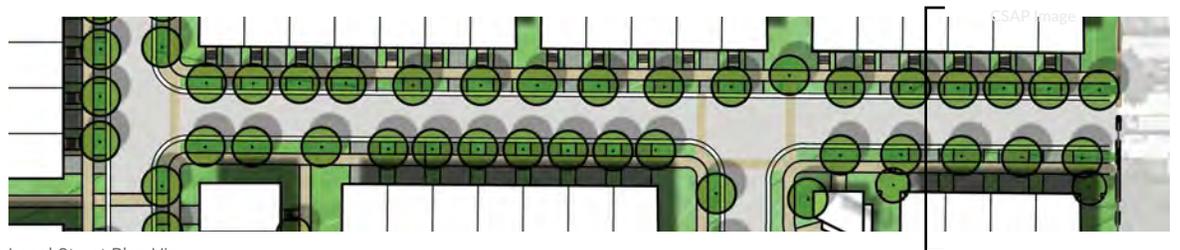
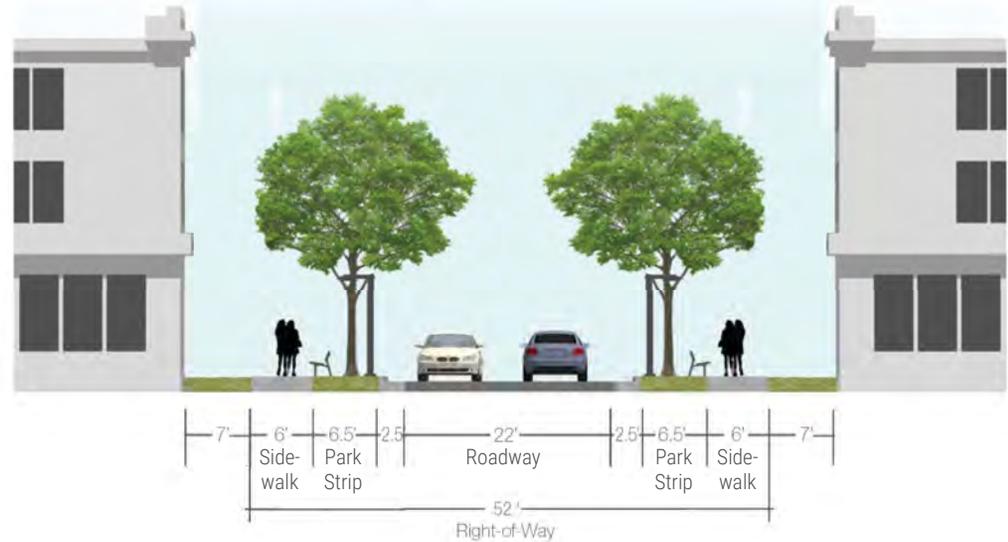
CONSIDERATIONS

Reduced pedestrian activity and low traffic volumes.

Frequent driveway cuts.

STREET TREES

Class 1 (small) trees in parkstrips. See Section 4.8 for tree list.



Local Street Plan View

NEIGHBORHOOD STREETS

The Neighborhood Street type is the most common street type in Clearfield Station and provides access and parallel parking throughout the community. The street layout is efficient and enables parking flexibility.

The narrow street, mid-block crossings, and bulb-outs at intersections will help to slow traffic and improve pedestrian/bicycle safety.

STANDARD IMPROVEMENTS

Curb ramps, street trees, continuous planting strips, stormwater control measures, pedestrian scale lighting at corners/mid-block, and parallel parking.

CASE BY CASE ADDITIONS

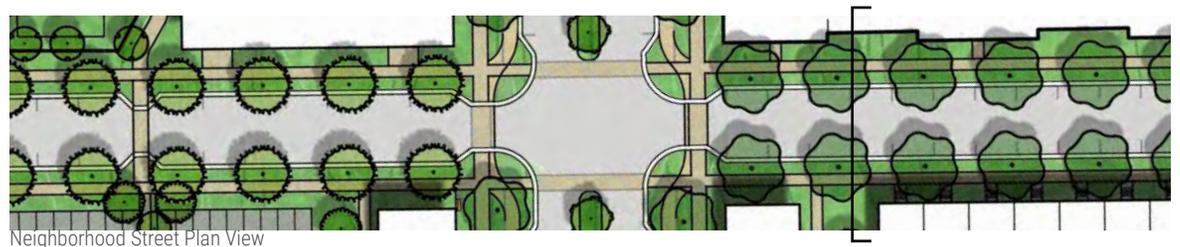
Raised crosswalks, extended bulb-out, mid-block bulb-out, and a shared public way.

CONSIDERATIONS

- Need for traffic calming.
- Need for increased public open space.
- Opportunities for community stewardship.
- Frequent driveway cuts.

STREET TREES

Class 2 (medium) trees in parkstrips. See Section 4.8 for tree list.



Neighborhood Street Plan View

NEIGHBORHOOD MIXED-USE STREETS

The Neighborhood Mixed-Use Street type is a multi-modal street that accommodates on-street dedicated bike lanes. The buffered bike lanes on these streets provide safe and convenient access for bicycles on the streets that connects Clearfield Station to the surrounding area. Short term parking for customers and space loading facilities are essential components.

STANDARD IMPROVEMENTS

Marked crosswalks with curb ramps, pedestrian signals, corner curb extensions, street trees, sidewalk planters, stormwater control measures, pedestrian-scale lighting, special paving in furnishing zone, on-street parallel parking, and site furnishings.

CASE BY CASE ADDITIONS

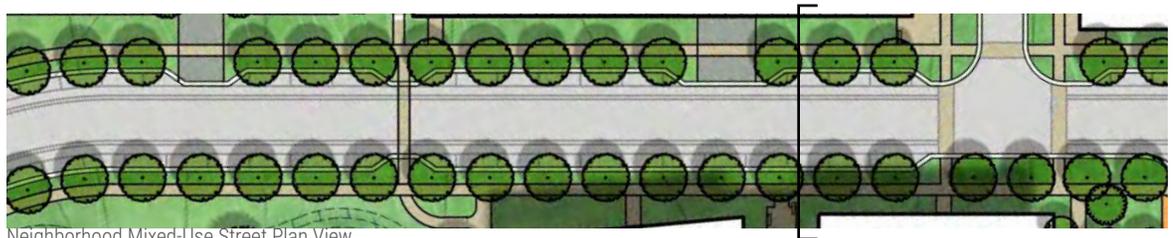
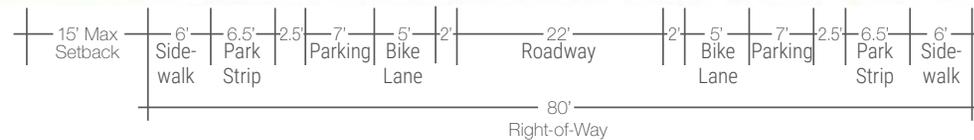
Sidewalk pocket park, extended bulb-out, special crossing treatments, mid-block crossing, flexible use of parking lane, shared public way, and a transit bulb-out.

CONSIDERATIONS

- High level of pedestrian activation.
- Provide generous pedestrian environment.
- Access needs to local businesses.
- Important transit connections.

STREET TREES

Class 2 (medium) trees in parkstrips. See Section 4.8 for tree list.



Neighborhood Mixed-Use Street Plan View

BOULEVARD STREET

The Boulevard street type is the primary vehicular thoroughfare connecting the UTA Transit Station to State Street by utilizing functional, safe, and convenient design principles that accommodate multi-modal transportation. The well-landscaped central median helps to create a road hierarchy and reduce potential conflicts between pedestrians and automobiles. This will help to improve pedestrian safety and improve bus system efficiency.

STANDARD IMPROVEMENTS

Street trees, sidewalk planters, center median, sidewalks, pedestrian-scale lighting, site furnishings, corner curb extensions, marked crosswalks with curb ramps, pedestrian signals, multi-use path, and stormwater control measures.

CASE BY CASE ADDITIONS

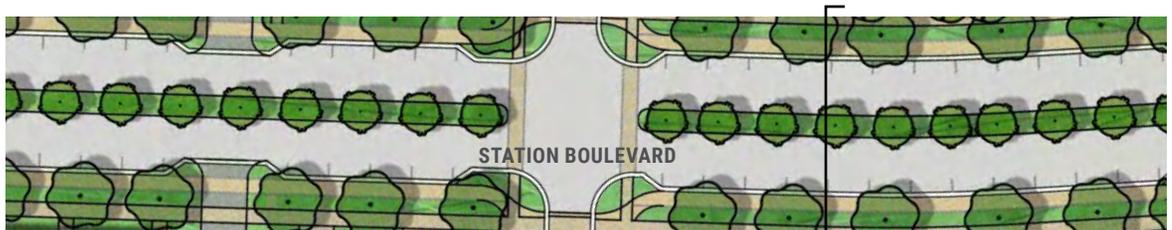
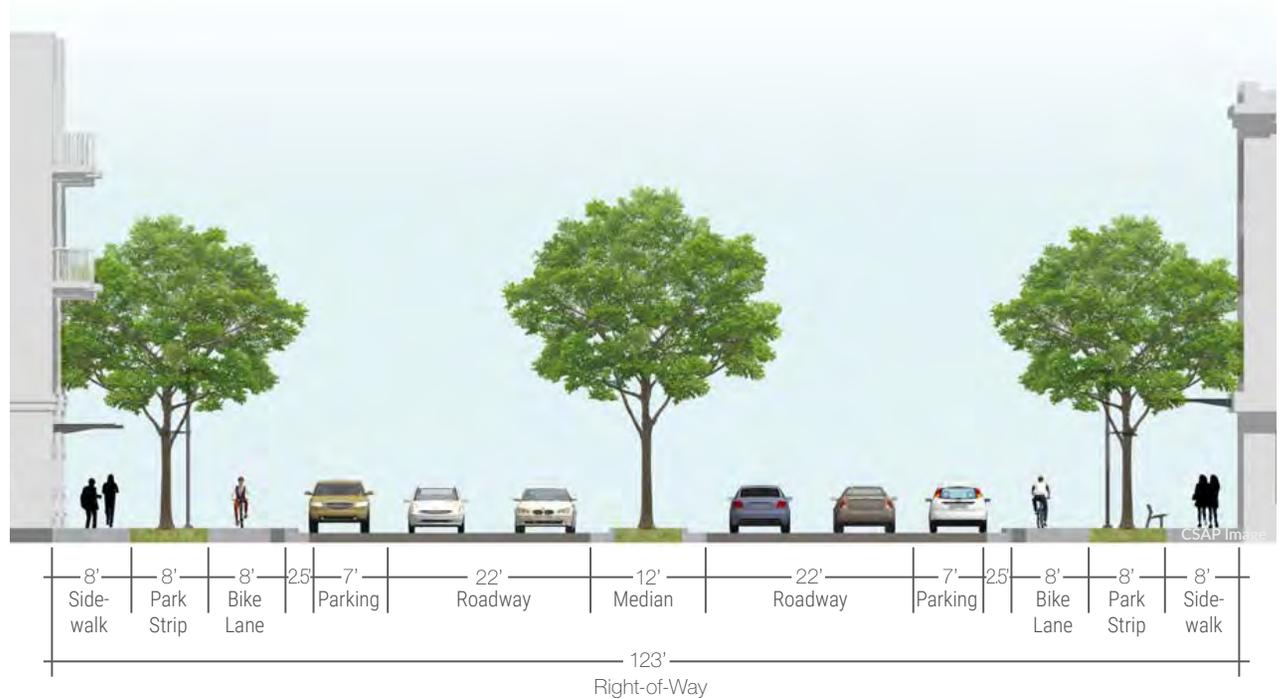
On-street parallel parking, pedestrian refuge island, sidewalk pocket park, extended bulb-out, special crossing treatments, and transit bulb-out.

CONSIDERATIONS

- Moderate volume and speed of traffic.
- Provides a generous pedestrian environment.
- Provides recreational amenities.
- Few access points and driveways.
- Connect to the regional trail network.

STREET TREES

Class 2 (medium) trees in parkstrips. Class 3 (large) trees in median. No more than three species to be used to help build uniformity. See Section 4.8 for tree list.



Boulevard Street Plan View

NEIGHBORHOOD MIXED-USE STREETS WITH KISS AND RIDE

The Neighborhood Mixed-Use Street with Kiss and Ride type is the same as Neighborhood Mixed-Use Street with bike lanes except it also has a Kiss and Ride component. This is important for people who are being dropped off for transit uses. Kiss and Ride pullouts may only occur at two locations, one in front of the bus station and the other in front of the transit plaza.

STANDARD IMPROVEMENTS

Bypass lane, temporary parking, protective median, marked crosswalks with curb ramps, pedestrian signals, corner curb extensions, street trees, sidewalk planters, stormwater control measures, pedestrian-scale lighting, special paving in furnishing zone, on-street parallel parking, and site furnishings.

CASE BY CASE ADDITIONS

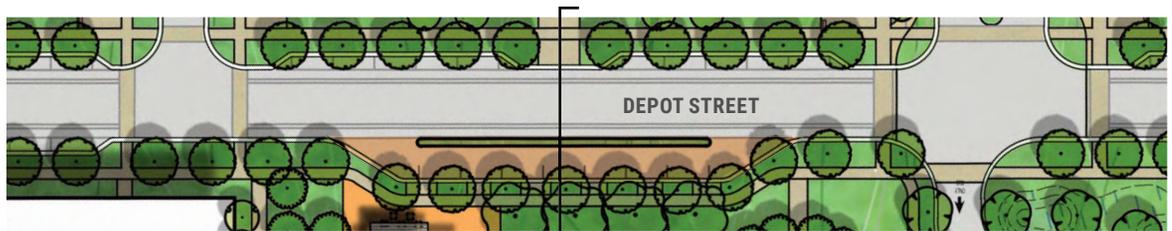
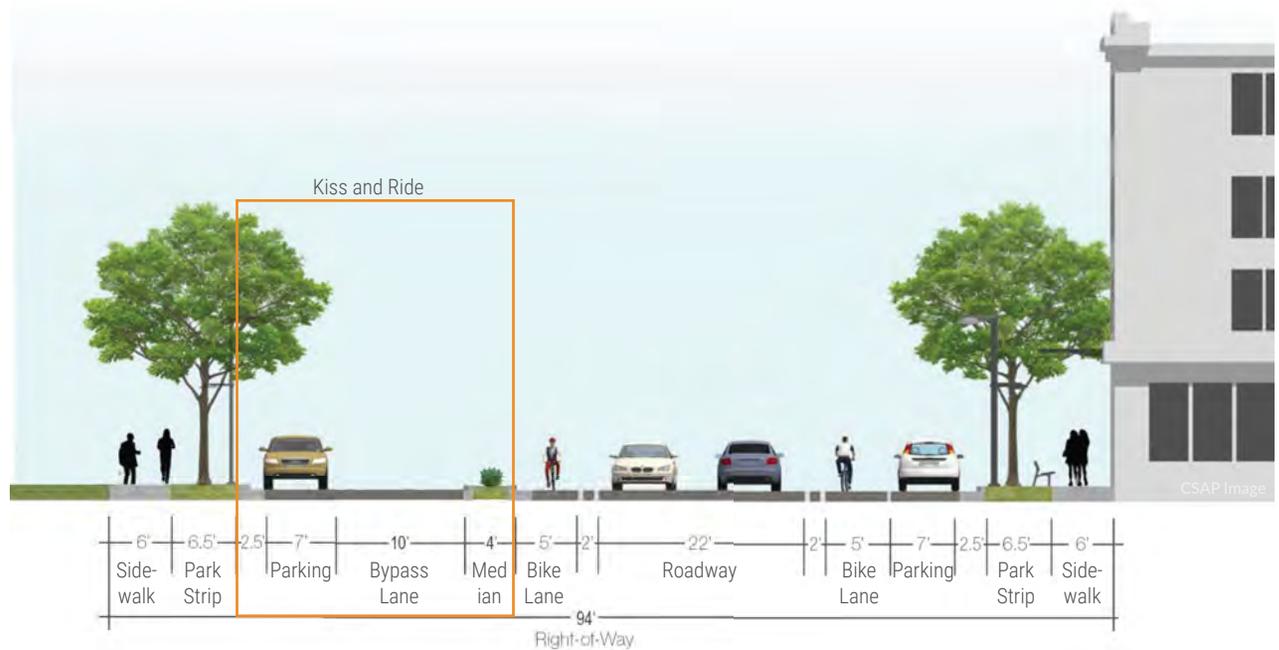
Sidewalk pocket park, extended bulb-out, special crossing treatments, mid-block crossing, flexible use of parking lane, shared public way, and transit bulb-out.

CONSIDERATIONS

- Expedited transfer point for commuters.
- Temporary parking striping.
- Minimize congestion and improve safety.
- Ingress and egress safety signage.

STREET TREES

Class 2 (medium) trees in parkstrips. Xeriscape plants in Kiss and Ride median. See Section 4.8 for tree list.



Neighborhood Mixed-Use Street with Kiss and Ride Plan View

4.7 SIDEWALK ZONES

INTRODUCTION

Organizing the streetscape into sidewalk zones is important to promote an inviting pedestrian environment that is safe and walkable. Streets in Clearfield Station are divided into three zones; a Frontage Zone, Throughway Zone, and Furnishing Zone.

In addition to the explanation of the zones included in this section, the graphic on the facing page demonstrates how the three streetscape zones are differentiated and relate to the surrounding context. Well-designed sidewalks are perhaps the most compelling element of the public realm and will be essential in inviting people to visit and spend time in Clearfield Station.

FRONTAGE ZONE

The area between the right-of-way and the building facade. This zone may be used to display merchandise, enhance entryways, or provide outdoor seating and dining. It should generally be thought of as an extension of the building into the public realm. This space will typically need some space from a building setback to give enough usable space.

THROUGHWAY ZONE

The area of the sidewalk for unobstructed pedestrian travel along the street. It is located between the frontage zone and the furnishing zone. This space must remain at least five feet wide and meet ADA standards.

FURNISHING ZONE

The furnishing zone is the space between the throughway zone and the street. The area of the sidewalk used for street trees, landscaping in park strips, transit stops, street lights, and site furnishings.

SIDEWALK ZONES

-  Furnishing Zone
-  Throughway Zone
-  Frontage Zone



4.8 TREES

This section shall be used to aid the future selection and placement of trees in Clearfield Station. The following provisions are enacted to:

- Establish and maintain the maximum and proper amount of tree cover on public and private open space.
- Maintain public trees in a healthy non-hazardous condition.
- Establish and maintain appropriate diversity in tree species to provide a stable and sustainable urban forest;
- Perpetuate the many contributions trees make to the financial, social, aesthetic, and environmental well being of Clearfield Station.

CONSIDERATIONS

- The selection of street trees shall be performance based and encourages designers to choose the “right tree for the right place.”
- All trees planted in the public ROW must be a minimum of 2” caliper in size as measured at 4.5 feet above ground.

The site chosen for planting should follow the below criteria:

- 5’ from water meter and/or utility box
- 10’ from fire hydrant
- 5-10’ from residential driveway
- 5-10’ from property line of adjoining parcel
- 5-10’ from non-traffic conducting signage
- 5-10’ from utility pole and/or light
- 20’ from an unregulated intersection
- 30’ from stop signs
- 30’ from commercial driveway and/or alley
- 40’ from an intersection with traffic lights

CLASS 1 TREES (SMALL)

- Bigtooth Maple (*Acer grandidentatum*)
- Paperbark Maple (*Acer griseum*)
- Red Buckeye (*Aesculus pavia*)
- Eastern Redbud (*Cercis canadensis*)
- English Hawthorn (*Crataegus laevigata*)
- Goldenrain Tree (*Koelreuteria paniculata*)
- Spring Snow Flowering Crabapple (*Malus* spp.)
- Flowering Plum (*Prunus cerasifera*)
- Flowering Cherry (*Prunus x yeodensis*)
- Japanese Tree Lilac (*Syringa reticulata*)
- Lavalley Hawthorn (*Crataegus x lavalleyi*)

CLASS 2 TREES (MEDIUM)

- Sycamore Maple (*Acer pseudoplatanus*)
- Black Maple (*Acer nigrum*)
- Common Hackberry (*Celtis occidentalis*)
- Ginkgo Tree (*Ginkgo biloba*)
- Honeylocust (*Gleditsia triacanthos*)
- Kentucky Coffeetree (*Gymnocladus dioica*)
- Japanese Pagoda (*Sophora japonica*)
- European Hornbeam (*Carpinus betulus*)
- Autumn Blaze Maple (*Acer x freemanii*)
- Littleleaf Linden (*Tilia cordata*)
- Colorado Spruce (*Picea pungens*)

CLASS 3 TREES (LARGE)

- Bur Oak (*Quercus macrocarpa*)
- English Oak (*Quercus robur*)
- Silver Linden (*Tilia tomentosa*)
- Sycamore (*Platanus x acerifolia*)
- New Horizon Elm (*Ulmus japonica x pumila*)
- Japanese Zelkova (*Zelkova serrata*)
- Northern Catalpa (*Catalpa speciosa*)
- Austrian Pine (*Pinus nigra*)



Class 1 Tree - Flowering Cherry



Class 2 Tree - Honeylocust



Class 2 Tree - Zelkova

*Coordinate alternate tree selections and questions with Clearfield City Arborist.

4.9 STREETScape

OVERVIEW

The Clearfield Station streetscape is an important component of the public realm and community character. Measured from the back of curb to the right-of-way extents, the streetscape is designed to prioritize: walking, bicycling, transit stops, places for social interaction, and green infrastructure.

Streetscape design shall prioritize:

- Pedestrians, bicycles, and transit
- Safety
- Urban Ecology
- Efficiency

DESIGN GUIDELINES

- Streets act as outdoor rooms with attractive places to sit, stop, gather, and play.
- Streets provide opportunities for people to meet one another and create a vibrant community-oriented neighborhood experience.
- Paving materials and patterns give interest and excitement, while also being durable, functional, and is easy to maintain.
- Changes in paving differentiate between Streetscape Zones.

- Curb radii minimized on street corners to slow vehicles movements and maximize pedestrian safety.
- Bulb outs at curb corners at all intersections and mid-block street crossings to decrease pedestrian crossing distance.
- Green infrastructure and stormwater management shall be incorporated into the streetscape in the “Street Zone” with stormwater retention systems hanging planters, sidewalk landscaping, street trees, rain gardens, swales, and permeable paving.

SITE FURNISHINGS

Site furnishings are recommended as part of the general streetscape design guidelines for use in the street furnishing zone. The following, is a list of recommended furnishings for use on in Clearfield Station. Adaptability is encouraged and site furnishings will vary with land use.

- Street Lighting
- Pedestrian Lighting
- Seating / Benches
- Trash / Recycling Receptacles
- Bike Racks
- Wayfinding Signage
- Raised Planters
- Bollards

STREET TREES

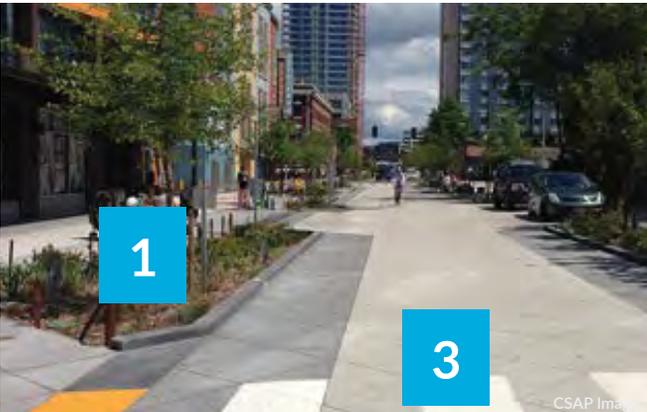
Street trees are located in regular intervals on all streets in the neighborhood. They are planted at 30' to 50 foot intervals. See Section 4.8 for more information on species and placement.

STREET LIGHTING

Street lighting for Clearfield Station should conform with Clearfield City standards. “Double Acorn” street lights for Station Boulevard and “Single Acorn” street lights for the other streets. Photometrics to be studied (part of future design.) Alternative shielded fixtures may be proposed per City approval.

STREETScape PRECEDENT IMAGES

- 1 Street Zones contain trees, plantings and street furniture.
- 2 Building Zones contain pedestrian amenities such as outdoor dining.
- 3 Interesting paving patterns bring excitement and refinement to the street.
- 4 Bioretention strips are built in to the Street Zone of the streetscape to filter storm water.
- 5 Seating is designed into streetscape planters in interesting and varying ways.



Note: See previous page for legend.

4.10 SITE FURNISHINGS

INTENT

The selected products are intended to provide an enhanced, identifiable site furnishings for Clearfield Station street Furnishing Zone. The developer may choose alternate site furnishings upon Clearfield City approval.

BOLLARD



Permitted Streets : All Street Types

Make/Model : Landscape Forms / Annapolis

Finish : Metallic Silver

Placement : A Minimum of .20 foot candles for sidewalk throughway zone.

BENCHES



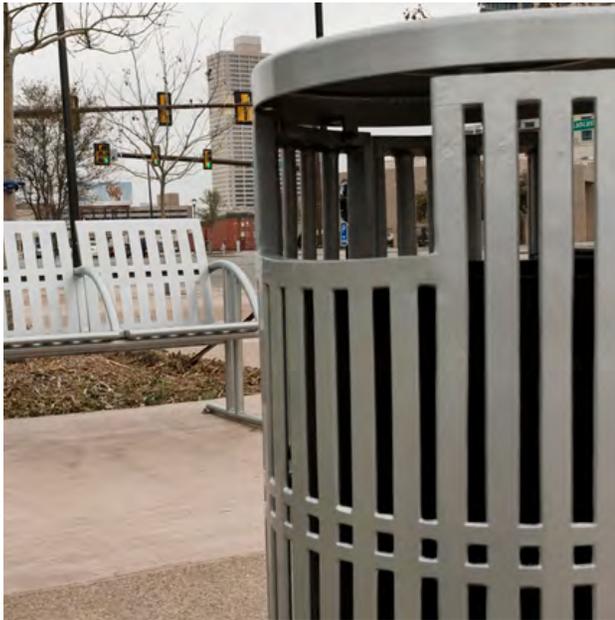
Permitted Streets : All Street Types

Make/Model : Landscape Forms / Parc Vue Bench

Finish : Metallic Silver

Placement : Minimum of 1 bench every 500 feet within 1000 feet of UTA Station.

RECEPTACLES



Permitted Streets : All Street Types

Make/Model : Landscape Forms / Chaise Park Litter

Finish : Metallic Silver

Placement : Minimum of 1 set (Litter and Recycle) within 15' of each bench/set of benches Minimum of 1 set (Litter and Recycle) within 15' of each intersection requirements if placement is within 15' of the bench/set of benches.

BIKE RACKS



Permitted Streets : All Street Types

Make/Model : Landscape Forms / Bola Bike Rack

Finish : Metallic Silver

Placement (Minimum): Multifamily : 1 bike rack space per 10 parking stalls; bike racks may be located inside the building for security. Retail : 1 bike rack space per 5,000 SF. Office : 1 space per 10,000 SF. Open space : Per Zoning Administrator.

STREET LIGHTS



Permitted Streets : Double Acorn - required on Station Boulevard, Single Acorn - required on Depot Street & 1450 South; optional on all others.

Make/Model : Holophane / Washington Postlite w/ Spike

Pole : Salem 5" Dia. Smooth

Base : Salem 13" Sq. Base, 45" height

Luminaries : Double LED Luminaire

Crossarms : Annapolis Series: ACA/2

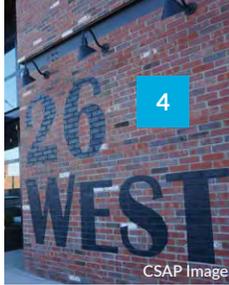
Banner Arms : Double Arms, Standard 26" length, Two 180 degree Clamps on 5" shaft, Ball Finial, 3/4" Dia. Arm Pipe, Scroll Attachment Option

Finish Material : Black Cast Aluminum

Height : 14 Feet

Placement : Minimum 60' Spacing, Maximum 90' Spacing

4.11 SIGNAGE



PRECEDENTS

- | | |
|----------------|--------------------|
| 1. Wall Sign | 4. Mural Sign |
| 2. Window Sign | 5. Projecting Sign |
| 3. Awning Sign | 6. Hanging Sign |

BUILDING SIGNAGE

INTENT

Buildings will utilize various types of signage to indicate the commercial or non-commercial use of the spaces. Signs will also be utilized to promote easy wayfinding, add an extra layer of interest to the building, and enhance the pedestrian experience.

Signs shall be appropriately scaled to the building and oriented to the public realm. These signs are to be made of durable high-quality materials.

GENERAL GUIDELINES

- Signs shall not obscure architectural elements or impair public safety.
- Sign typeface should be clearly legible.
- Signs shall be designed of high quality materials consistent with the overall building architecture and character.
- Three dimensional lettering is encouraged.
- Signs should be artful, creative, and expressive.

RESIDENTIAL SIGNAGE

COMMON ENTRANCE SIGNAGE

Sign area at the main public entrance shall not exceed 20 sq. ft. Secondary public entrances are permitted one sign to a max of 5 sq. ft.

WALL SIGNS

- The height shall not be placed higher than the second floor window sill.
- Signs shall be wall mounted.

PROJECTING SIGNS

- Height shall not exceed 20 feet or the project past an above windowsill.
- 4 foot maximum projection and a minimum 9 foot clearance above the sidewalk shall be maintained.

AWNING SIGNS

- The area shall not exceed 50% of the vertical face area of the awning.
- Maximum letter height is 12 inches.

INDIVIDUAL ENTRANCE SIGNAGE

Sign area for a individual unit at grade shall not exceed two square feet.

NAMEPLATE

One Nameplate sign is permitted per unit.

NON-RESIDENTIAL SIGNAGE

LOCATION

All non-residential buildings including mixed-use, office, and commercial land uses.

WINDOW SIGNS

- Permanent or temporary window signs shall not exceed 1/2 the area of the window to a maximum of 20 sq. ft.
- Signs shall be made of durable material and fixed to the window.

WALL SIGNS

- The area of wall signs shall not exceed 1 sq. ft. per foot of street frontage occupied by the business measured along the wall to which the signs are attached, or 20 sq. ft. for retail spaces under 30,000 sq feet.
- The height of any wall sign shall not exceed 10 feet.

PROJECTING SIGNS

- The area of projecting signs shall not exceed 24 sq. ft.
- Projecting signs shall be located no closer than 20 ft. apart.
- The height of a projecting sign shall not exceed 30 ft. or the height of the wall that is attached or the windowsill above.
- A minimum 9 foot clearance above the sidewalk shall be maintained.
- Projecting signs shall not extend more than 6 foot 6 inches into the ROW.

SIGNS ON AWNINGS

- The area of awning shall not exceed the lesser of: 50% of the area of the vertical face of the awning, or 200 sq. ft.
- Maximum letter height is 12 inches.
- Sign may be non-illuminated or indirectly illuminated.

CABINET & BACKLIT SIGNS

- Cabinet and backlit signs shall require a building permit from Clearfield City.

NAMEPLATE

- One nameplate sign is permitted per business.
- The area shall not exceed 2 sq. ft.

MURAL SIGNS

- Murals are considered public art, not billboards or signs. Murals containing logos, slogans, or advertising messages of any kind are considered signs and must comply with Wall Sign guidelines. Design proposals are to be reviewed and approved by Clearfield City at Staff level.

GUIDELINES

- Signs should creatively use two and three dimensional form to express the character of the use.
- To minimize irreversible damage, all mounting and supports should be inserted into mortar joints and not into the masonry face.
- Lighted signs shall conceal any junction boxes, lamps, tubing, conduits, and raceways.

TEMPORARY SIGNAGE

CONSTRUCTION

One sign per business under construction is permitted. Signs shall not exceed 12 sq. ft. in size. Sign must be removed within seven days following the completion of the contract. A Construction Leasing Banner may be used as follows:

- 12' x 30' hung from building

FOR SALE/LEASE

One sign is allowed for each street frontage of the subject property. The sign shall not be greater than 10 ft. tall, and may not extend above the roof line of the building. Sign area shall be a maximum of 16 sq. ft. for parcels less than 50,000 sq. ft. and no larger than 32 sq. ft. for parcels greater than 50,000 sq. ft. A Construction Leasing Banner may be used as follows:

- 12' x 30' hung from building

PUBLIC EVENTS

Signs noticing public events must be promptly removed after the event has occurred.

CROWN SIGNAGE

Dimensions to be as follows:

- Up to 72" Tall
- LED illumination (front- or back-lit, or halo-lit)
- Color

PROHIBITED SIGNAGE

Any signage not described in this section is subject to Clearfield City Approval.

4.12 PARKING

The comprehensive parking strategy aims to promote walkability within the Clearfield Station, while still providing convenient and accessible parking. The majority of parking at Clearfield Station will be provided on surface lots and in structures; however, many will be located along the streets in parallel stalls.

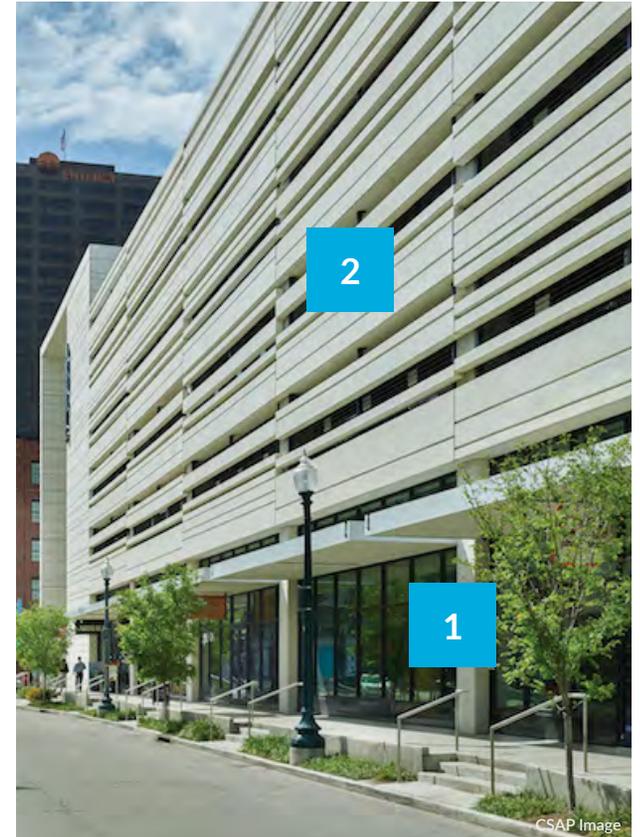
See the parking plan for the location of surface lots, street stalls, and multi-level parking garages locations. Driveway and parking garage entrances need to be studied to reduce traffic congestion and minimize pedestrian experience within the community. Park and Ride, visitor, and ADA parking shall be prioritized and located within the shortest distance as possible.

Landscaped medians and planting islands shall be used to screen parking areas from the street where possible. Parking garages are to use materials and articulation to add to the visual interest from the street wall.

The MDP provides about 3,400 parking stalls, which give parking flexibility for future businesses. See Chapter 8 for a parking stall analysis and breakdown.

DESIGN GUIDELINES

- Dedicated parking structures provide parking for park and ride purposes.
- Adequate bike parking is provided for each building in the neighborhood.
- Parking structures facing Depot Street & 1450 South may have active uses at a portion on the ground floor.
- All streets are to include on-street parking where possible, as provided by the MDA Exhibits.
- Shared parking strategies are encouraged.
- Office parking shall have a minimum of 5% of parking stalls to be Electric Vehicle (EV) hook up ready and not less than four stalls per 150,000 SF built.
- EV charging station to be 220/240 V minimum (Level 2).



PARKING STRUCTURE PRECEDENT

- 1 Retail uses on the ground level of the parking structure activate the street.
- 2 Decorative facade treatment of parking structure adds visual interest to the street.



- PARKING PLAN**
- On-Site Residential Parking
 - Commercial / Retail Surface Parking
 - Parking Structure
 - Overflow Surface Parking
 - Street Parking

05 LAND USE REGULATIONS

OVERVIEW

Clearfield Station consists of seven land use areas that provide a mixed use approach to the development. Generally, higher density mixed-use and commercial properties are located near the Clearfield Transit Station and along Station Boulevard. An interconnected street grid, bike lanes, and sidewalks will allow efficient connections.

The land uses within Clearfield Station offers flexibility in how it is to be designed and operated, which builds resiliency and adaptability. The character of each area shall stay consistent along each block face on the street, while still allowing for an eclectic composition of buildings and density. In all cases, the fronts of buildings and street treatment shall accommodate a pedestrian-friendly environment.

The regulations listed in this chapter provide the regulatory framework for Clearfield Station to be constructed with the overall vision. The Design Metrics listed in Chapter 4 of this document apply to the land-use regulations and guidelines listed in this chapter.



Precedent Image : West Valley City Center Transformation



OVERALL LAND USE PLAN:

- Mixed Use Residential (11.6 Ac)
- Office (5.5 Ac)
- Low-Medium Density Residential (3.5 Ac)
- Commercial (5.6 Ac)
- Transit (2.85 Ac)
- Parking (6.7 Ac)
- Open Space (14.25 Ac)

5.1 MIXED USE RESIDENTIAL LAND USE REGULATIONS

GENERAL CHARACTER

The Mixed Use Residential (MUR) Land Use area blends a mix of activating uses into one space that provides for the opportunity to have businesses occupy the ground floor and residential uses occupy the upper floors. This promotes activated ground floors, enhanced amenities, and the diversification of land use functions. Utilization of this land use regulation promotes a more unique urban character, enhanced building entrances and more articulated building facades. Buildings shall be placed adjacent to the sidewalk with pedestrian entrances oriented to the street. See Chapter 4 for design guidelines and streetscape standards.



BUILDING PLACEMENT & HEIGHT

Front setbacks: 0 foot minimum and a 10 foot maximum as measured from the right-of-way line. All portions of the yard not occupied by building, driveways, walkways or other similar features must be landscaped or include an active outdoor use, such as outdoor dining, plazas, courtyards or other similar outdoor use.

Side setbacks: None

Orientation: Buildings must be oriented with an entrance or entrances facing toward the street.

Building Height: Buildings in mixed-use areas must be a minimum of 2 stories in height and are limited to a maximum of 8 stories.

BUILDING CHARACTER

PRIMARY BUILDING FACADE DESIGN

Articulation: A vertical facade division of 12" or more must be provided at 42' intervals measured horizontally along street face facade offset shall be included at the street level floor.

Doors: A street level door shall be provided no more than an average of 50' on center.

Human Scale Elements: Balconies, terraces, canopies, articulated roofs or the like shall be provided at an elevation of 9' to 14' above the sidewalk to provide human scaled elements. These shall occur at the minimum rate of 15% of the facade length and may encroach over the public walk and shall include awnings, canopies, balconies and the like. These elements shall be placed along building facade adjacent to the public street and be consistent with architectural materials on the building.

Corner Expression: Buildings at block corners along Primary Streets shall comply with the standards set forth in Chapter 4: Building Corners.

Building Stepback: A building setback of 8' minimum shall be provided at the primary facade of buildings exceeding 3 stories and shall occur at level 2, 3 or 4, and may be used as balconies, terraces, or articulated roofs. In lieu of this, balconies, terraces, canopies, articulated roofs or the like shall be provided at an elevation of 9' to 14' above the sidewalk to provide human scaled elements. These shall occur at the minimum rate of 33% of the facade length and may encroach over the public walk and shall include awnings, canopies, balconies, and the like. They shall be placed along building facades adjacent to the public street and be consistent with architectural materials on the building.

Exterior Materials: In order to establish character, quality, and sustainable durability; the ground level exterior finishes are to be Premium Finishes as defined below. The Premium Finishes will cover at the ground level a minimum of forty (40%) percent of the vertical surface area (excluding doors, windows, and store front) inclusive of the exterior walls, columns, etc. This will occur at all such surfaces other than minor building elements (soffits, fascia treatments, etc.). Premium Finishes include:

- Brick Veneer
- Decorative Masonry
- Cast-in-Place Concrete (Architectural Grade)
- Precast Concrete (Architectural Grade)
- Metal Panel

Glazing: Where Retail, Service Related Office, Entertainment, Restaurant, General Commercial, or Residential Amenity Spaces occur adjacent to public street or plaza, a minimum of 60% of the ground floor of the affected building facade shall consist of transparent surfaces, such as windows or doorways, to promote visual interest.

* See Chapter 4 for more information on Primary Building Facade Design.

REQUIRED PARKING

Residential: 1.2 stalls minimum per dwelling unit - off street parking (1.5 minimum per townhome unit).

Professional Service Office: A minimum of 4 stalls per 1000 square foot usable square feet.

Street Parking: On-street parking is required as indicated by the typical street sections.

Access: Parking structure entrances shall not be located along Station Boulevard.

Other Commercial Uses (Including Leasing Offices): Minimum of 4 stalls per 1000 usable square feet.

Alternative: Parking ratios for MUR may be adjusted based on shared parking standards and a parking analysis prepared by a qualified Traffic/Parking Consultant.

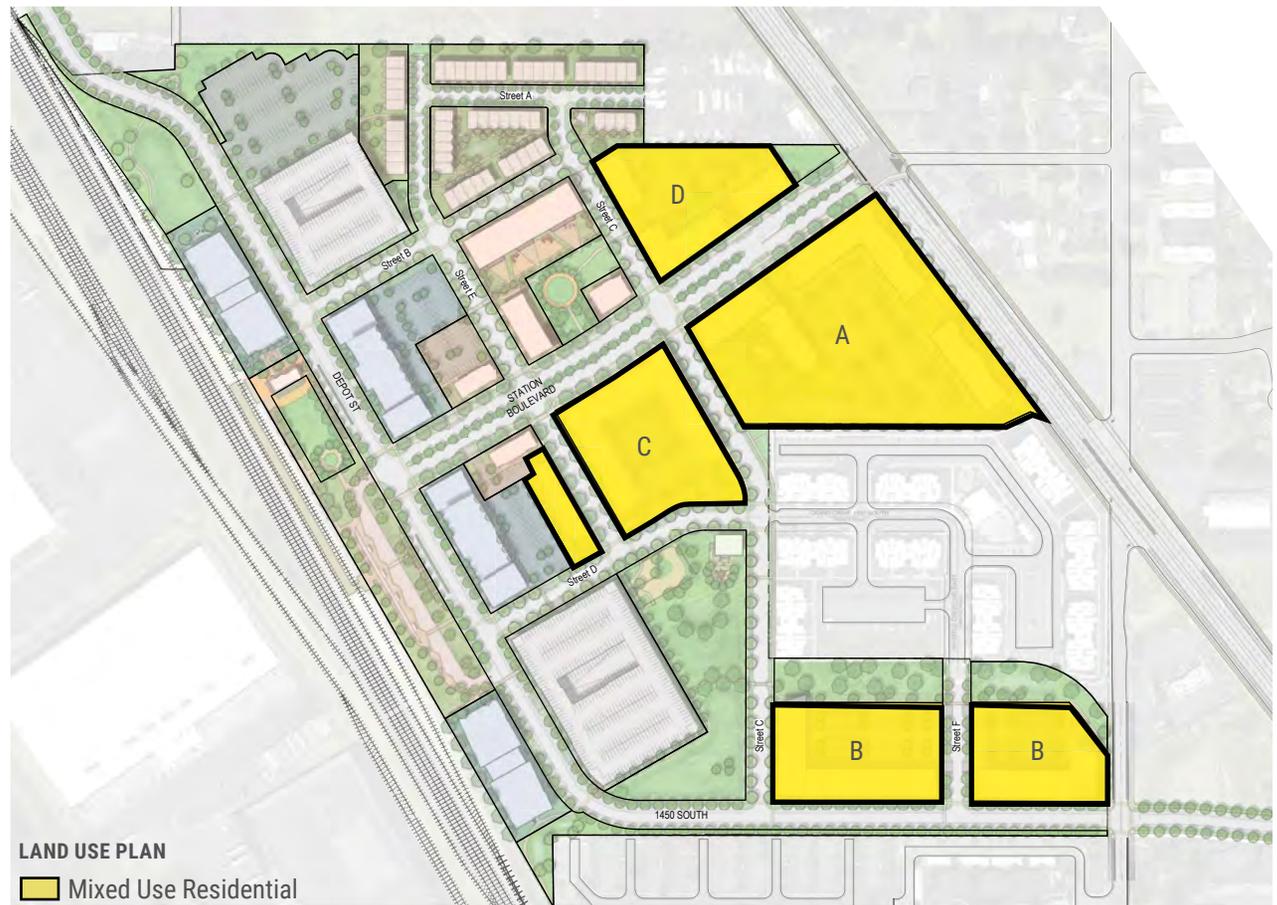
SPECIAL REQUIREMENTS

Mid-Block Break: Attached buildings shall form a continuous street wall of no greater than 300 lineal feet maximum, with a vehicular or pedestrian pass through required for street walls exceeding 300 lineal feet.

Service Areas: Delivery docks shall be located at the backs or sides of buildings. Service areas shall be a minimum of 70% screened from pedestrian views.

Waste Collection: Waste collection areas shall be located away from pedestrian areas and access to buildings. Trash and recycling receptacles shall be enclosed on all sides with a gate for access. Solid waste dumpsters shall be enclosed or inside the buildings.

Blank Walls: Blank walls at street level at Primary Facades that face public streets shall not exceed 12 linear feet without entries or windows.



LAND USE REQUIREMENTS

PERMITTED USES

Street Level: Retail, Service Related Office, Entertainment, Restaurant, General Commercial, Residential Amenity Spaces, and Hotel. A minimum building depth of 30 feet is required.

Upper stories: Residential, Amenity Spaces, and Service Related Office.



Mixed-Use/Residential Development

5.2 OFFICE LAND USE REGULATIONS

GENERAL CHARACTER

Office land use accommodates buildings that will serve the daytime working population of Clearfield Station. The general layout of the street-level building program includes office, lobby, and commercial uses while the upper-level is typically reserved for office uses. To create an engaging public realm, office buildings will have primary and secondary facades focused on the primary and secondary streets. Buildings shall be placed adjacent to the sidewalk with primary pedestrian entrances oriented to the street. See Chapter 4 for design standards and guidelines and streetscape standards.

LAND USE REQUIREMENTS

PERMITTED USES

Retail, Office, Entertainment, Restaurant, General Commercial.

BUILDING PLACEMENT & HEIGHT

Front setbacks: 0 foot minimum and a 10 foot maximum as measured from the right-of-way line. All portions of the yard not occupied by building, driveways, walkways or other similar features must be landscaped or include active outdoor use, such as outdoor dining, plazas, courtyards or other similar outdoor use.

Side setbacks: None

Orientation: Buildings shall be oriented with an entrance, entrances, or a glass facade facing the street.

Building Height: Buildings in the Office Land Use must be a minimum of 5 stories in height east of Depot Street, and 3 stories minimum west of Depot Street.

BUILDING CHARACTER

PRIMARY BUILDING FACADE DESIGN

Articulation: At intervals of 42 foot maximum horizontally measured, along the street face, a minimum of a 12" vertical building facade offset shall be included at the street level floor.

Doors: A street level primary entrance door and entrance statement shall be provided on the dominant primary face of the building.

Human Scale Elements: Balconies, terraces, canopies, articulated roofs or the like shall be provided at an elevation of 9' to 14' above the sidewalk to provide human scaled elements. These shall occur at the minimum rate of 15% of the facade length and may encroach over the public walk and shall include awnings, canopies, balconies and the like. These elements shall be placed along building facades adjacent to the public street and be consistent with architectural materials on the building.

Building Stepback: A building setback of 8' minimum shall be provided at the primary facades of buildings exceeding 3 stories and shall occur at level 2, 3 or 4, and may be used as balconies, terraces, or articulated roofs. In lieu of this, balconies, terraces, canopies, articulated roofs or the like shall be provided at an elevation of 9' to 14' above the sidewalk to provide human scaled elements. These shall occur at the minimum rate of 33% of the facade length and may encroach over the public walk and shall include awnings, canopies, balconies, and the like. *(Refer to section 5.0 for Regulatory Requirements for Site and Building Design)* They shall be placed along building facades adjacent to the public street and be consistent with architectural materials on the building.

Corner Expression: Buildings at block corners along Primary Streets shall comply with the standards outlined in Chapter 4 Building Corners.

Exterior Materials: In order to establish character, quality, and sustainable durability; the ground level exterior finishes are to be Premium Finishes as defined below. The Premium Finishes will cover at the ground level a minimum of forty (40%) percent of the vertical surface area (excluding doors, windows, and store front) inclusive of the exterior walls, columns, etc. This will occur at all such surfaces other than minor building elements (soffits, fascia treatments, etc.). Premium Finishes include:

- Brick Veneer
- Decorative Masonry
- Cast-in-Place Concrete (Architectural Grade)
- Precast Concrete (Architectural Grade)
- Metal Panel

Glazing: Where Retail, Office, Entertainment, Restaurant, or General Commercial occur adjacent to public street or plaza, a minimum of 60% of the ground floor of the affected building facade shall consist of transparent surfaces, such as windows or doorways, to promote visual interest.

* See Chapter 4 for more information on Primary Building Facade Design.

REQUIRED PARKING

Office: A minimum of 4 stalls per 1000 usable square feet.

Street Parking: On-street parking is required as indicated by the typical street sections.

Access: Parking structure entrances shall not be located along Station Boulevard.

Other Commercial Uses: A minimum of 4 stalls per 1000 usable square feet.

Alternative: Parking ratios for Office Land Use may be adjusted based on shared parking standards and a parking analysis prepared by a qualified Traffic/Parking Consultant as approved by Clearfield City at Staff Level.

SPECIAL REQUIREMENTS

Mid-Block Break: Attached buildings shall form a continuous street wall of no greater than 300 lineal feet maximum, with a vehicular or pedestrian pass through required for street walls exceeding 300 lineal feet.

Service Areas: Delivery docks, if included, shall be located at the backs or sides of buildings. Service areas shall be a minimum of 70% screened from pedestrian views.

Waste Collection: Waste collection areas shall be located away from pedestrian areas and access to buildings. Trash and recycling receptacles shall be enclosed on all sides with a gate for access. Solid waste dumpsters shall be enclosed or inside the buildings.

Blank Walls: Blank walls facing public streets shall not exceed 12 linear feet without entries or windows.



LAND USE PLAN

■ Office



Office Development

5.3 LOW - MEDIUM DENSITY RESIDENTIAL LAND USE REGULATIONS

GENERAL CHARACTER

The Low to Medium Density Residential Land Uses (12 to 40 units per acre) are located at the north edge of Clearfield Station and may be used to infill hard to develop areas. This area will be connected with streets and sidewalks and have self-contained parking. Examples of this type of residential development are townhomes, brownstones, carriage houses.

LAND USE REQUIREMENTS

PERMITTED USES

Street Level: Residential Units, Parking

Upper stories: Residential Units

BUILDING PLACEMENT & HEIGHT

Street setbacks: 15 foot maximum

Side setbacks: None

North setbacks at Town Homes: 15'

Orientation: Buildings to be oriented towards a walkable sidewalk/plaza/park in the neighborhood block.

Building Height: Buildings in low-medium density land use are limited to a maximum of 3 stories (Not exceeding 36 feet in height)

BUILDING CHARACTER

PRIMARY BUILDING FACADE DESIGN

Articulation: At intervals of 30 foot maximum horizontally measured, along street face, a minimum of a 12" vertical building facade offset shall be included at the street level floor.

Doors: A ground level door shall be provided at an average maximum of 30' on center.

Human Scale Elements: Balconies, terraces, canopies, articulated roofs or the like shall be provided at an elevation of 9' to 14' above the sidewalk to provide human scaled elements. These shall occur at the minimum rate of 15% of the facade length and may encroach over the public walk and shall include awnings, canopies, balconies and the like. These elements shall be placed along building facades adjacent to the public street and be consistent with architectural materials on the building.

Exterior Materials: In order to establish character, quality, and sustainable durability; the ground level exterior finishes are to be Premium Finishes as defined below. The Premium Finishes will cover at the ground level a minimum of forty (40%) percent of the vertical surface area (excluding doors, windows, and store front) inclusive of the exterior walls, columns, etc. This will occur at all such surfaces other than minor building elements (soffits, fascia treatments, etc.). Premium Finishes include:

- Brick Veneer
- Decorative Masonry
- Cast-in-Place Concrete (Architectural Grade)
- Precast Concrete (Architectural Grade)
- Metal Panel

Building Stepback: None Required.

REQUIRED PARKING

Residential: 1 or 2 stalls in private garage per unit.

SPECIAL REQUIREMENTS

Building Lengths: Building lengths shall not exceed 175'



Moda Townhomes

IE Capital



Edith Townhomes

CW Urban



Marmalade Townhomes

Everest Homes



LAND USE PLAN

 Low-Medium Density Residential

5.4 COMMERCIAL LAND USE REGULATIONS

GENERAL CHARACTER

The Commercial Land Use area provides convenient neighborhood and transit connections for enhanced pedestrian circulation. This neighborhood business street environment includes buildings with primarily street level commercial and open space uses. To create an urban focus, buildings and their entrances will define sidewalks and streets. Buildings shall be placed adjacent to the sidewalk and plaza areas with primary pedestrian entrances oriented to the street and/or plaza spaces. See Chapter 4 for design standards and guidelines and streetscape standards.

LAND USE REQUIREMENTS

PERMITTED USES

Street Level: Retail, Service Related Office, Entertainment, Restaurant, and General Commercial.

Upper stories: Retail, Service Related Office, Entertainment, Restaurant, and General Commercial.

REQUIRED PARKING

Street Parking: On-street parking is required as indicated by the typical street sections.

Commercial Uses (Including Leasing Offices): A minimum of 4 stalls per 1000 usable square feet.

Alternative: Parking ratios for Commercial Land Use may be adjusted based on shared parking standards and a parking analysis prepared by a qualified Traffic/Parking Consultant as approved by Clearfield City at Staff Level.

BUILDING PLACEMENT & HEIGHT

Front setbacks: 0 foot minimum and a 10 foot maximum as measured from the right-of-way line. All portions of the yard not occupied by building, driveways, walkways or other similar features must be landscaped or include an active outdoor use, such as outdoor dining, plazas, courtyards or other similar outdoor use.

Side setbacks: None

Orientation: Buildings must be oriented with an entrance or entrances facing toward the street and/or plaza areas.

Building Height: Buildings in the commercial land use area are limited to a maximum of 4 stories. Anchor commercial use buildings containing a minimum of 25,000 SF may be built to a maximum of 6 stories.

SPECIAL REQUIREMENTS

Mid-Block Break: Attached buildings shall form a continuous street wall of no greater than 300 lineal feet maximum, with a vehicular or pedestrian pass through required for street walls exceeding 300 lineal feet.

Service Areas: Delivery docks shall be located at the backs or sides of buildings. Service areas shall be a minimum of 70% screened from pedestrian areas.

Waste Collection: Waste collection areas shall be located away from pedestrian areas and access to buildings. Trash and recycling receptacles shall be enclosed on the sides and covered. Solid waste dumpsters shall be enclosed or inside the buildings.

Blank Walls: Blank walls facing public streets shall not exceed 15 lineal feet without entries or windows.

BUILDING CHARACTER

PRIMARY BUILDING FACADE DESIGN

Articulation: At intervals of 42 foot maximum horizontally measured, along street face, a minimum of a 12" vertical building facade offset shall be included at the street level floor.

Doors: A street level door shall be provided at an average of 50' on center. Anchor commercial use buildings shall have street level doors on each building face with no minimum spacing.

Human Scale Elements: Balconies, terraces, canopies, articulated roofs or the like shall be provided at an elevation of 9' to 14' above the sidewalk to provide human scaled elements. These shall occur at the minimum rate of 15% of the facade length and may encroach over the public walk and shall include awnings, canopies, balconies and the like. These elements shall be placed along building facades adjacent to the public street and be consistent with architectural materials on the building.

Corner Expression: Buildings at block corners along Primary Streets shall comply with the standards set forth in Chapter 4: Building Corners.

Exterior Materials: In order to establish character, quality, and sustainable durability; the ground level exterior finishes are to be Premium Finishes as defined below. Premium Finishes will cover at the ground level a minimum of forty (40%) percent of the vertical surface area (excluding doors, windows, and store front) inclusive of the exterior walls, columns, etc. This will occur at all such surfaces other than minor building elements (soffits, fascia treatments, etc.). Premium Finishes include:

- Brick Veneer
- Decorative Masonry
- Cast-in-Place Concrete (Architectural Grade)

- Precast Concrete (Architectural Grade)
- Metal Panel

Glazing: Where Retail, Service Related Office, Entertainment, Restaurant, or General Commercial, occur adjacent to public street or plaza, a minimum of 60% of the ground floor of the affected building facade shall consist of transparent surfaces, such as windows or doorways, to promote visual interest.

COMMERCIAL OVERLAYS

This overlay establishes approximate ground floor areas where commercial/retail should occur. Mixed-use/Retail opportunities will become more viable with increased amount of tenants and visitors to Clearfield Station. In addition to the potential commercial venues that are available, the design will include street-level vibrancy in terms of commerce along with other “commercial-like” storefronts including apartment building lobbies and clubhouses, fitness centers, office lobbies, and the like. The important aspect of this is creating a building edge along the major streets that is walkable, attractive, human-scaled, inviting, and promoting a safe environment for residents and visitors to experience.

•Commercial Overlay: As much as 14,500 SF of non-residential/flexible mixed use spaces within MUR land use.

- Retail A = 4,000 SF
- Retail B = 4,500 SF
- Retail C = 9,000 SF
- Retail D = 5,000 SF
- Gym = 45,000 SF (15,000 SF Floorplate)



LAND USE PLAN

- Commercial
- ▨ Commercial Overlay



Commercial Overlay



Mixed Use Commercial

5.5 TRANSIT LAND USE REGULATIONS

GENERAL CHARACTER

The Transit Land Use area provides transit users with a central, comfortable, safe and convenient access to multiple modes of transit. The transit plaza as outlined in Chapter 4, will include open space, seating, operator restrooms, bike parking, and other basic UTA program elements.

LAND USE REQUIREMENTS

PERMITTED USES

UTA (private) restrooms, outdoor seating, landscape, retail, and plaza space.

BUILDING PLACEMENT & HEIGHT

Front setbacks: 0 foot minimum and a 10 foot maximum as measured from the right-of-way line. All portions of the yard not occupied by building, driveways, walkways or other similar features must be landscaped or include an active outdoor use, such as plazas, courtyards or other similar outdoor use.

Side setbacks: 10 foot minimum to the property line.

Building Height: Buildings in transit area are limited to a maximum of 2 stories.

BUILDING CHARACTER

PRIMARY BUILDING FACADE DESIGN (PER CHAPTER 4)

Articulation: Building faces shall include materiality that is consistent with the Architectural Design Guidelines and building doors shall have canopies.

REQUIRED PARKING

UTA: No parking available except for authorized UTA Vehicle/Bus parking in the Bus Station. Rider parking shall be provided in adjacent land use areas per UTA requirement.

Street Parking: On-street parking as available and temporary Kiss and Ride pull out(s) are to be provided.



Transit Plaza Precedent



UTA FrontRunner Station



UTA Bus Station



LAND USE PLAN

 Transit

5.6 PARKING LAND USE REGULATIONS

GENERAL CHARACTER

Parking is a key component in the Clearfield Station. To help business achieve the overall parking necessary, street stalls may be used to achieve the minimum stall count that is required in accordance with Clearfield City Code Title 7-3-22. It is also important that patrons using transit will need a consistent park and ride lot to use so that ridership is not discouraged. Additionally, parking requirements have been lowered due to the nature of TOD requiring fewer parking spaces. Because of this opportunity to cut the amount of required parking, it is essential to account how the parking demands will change as buildout occurs.

Parking structures are to be strategically located to promote convenient access and consistent location for transit users. Multipurpose parking structures may be wrapped by residential, retail or office at the street level but should not be located on the Station Boulevard.

*See Chapter 4 for Parking Structure for design standards and guidelines. For specific parking ratios, refer to specific Land Use Type.

*See Chapter 6: Implementation for how parking will be staged as the development is constructed.

LAND USE REQUIREMENTS

PERMITTED USES

Parking for passenger vehicles. Street Level parking for retail, office and residential land uses. Parklets and other temporary installations permitted upon approval.

SURFACE PARKING

Surface parking lots should be visually screened from the street located to the sides or rear of buildings. Surface parking lot screening shall meet the following requirements:

Stall Size: Per Clearfield City Parking Standards.

Parking islands: Parking lots shall have a landscaped island at the end of each row with a minimum of two trees plus shrubs/groundcover and shall be a minimum of 8 feet wide. Mid-row parking islands are recommended on intervals longer than 90 feet.

Screening: When not located behind buildings screening for surface parking lots adjacent to public streets may be accomplished in any of the following ways:

- **Walls:** 42" minimum height and shall use materials that match or compliment adjacent building facades. A 4 feet minimum landscape planter is required between the screen wall and the back of sidewalks.
- **Berm:** Berms shall have a 10 foot minimum width and a 3:1 maximum slope. Approved street trees at a distance of 30 feet on center shall be located between back of walk and berm.
- **Planter:** A 5 foot minimum landscape planter is required between the parking lot and the back of walk. Landscape planters should utilize a combination of shrubs (30" maximum), groundcover, and approved street trees planted at a distance of 30 feet on center.

ON-STREET PARKING

On-street parking will be provided in identified street locations on the MDP Site Plan for the convenience of residents and visitors.

Location: Parking for the use of the general public shall be provided on the streets shown in the MDP Site Plan.

Dimensions: Parallel parking shall be a minimum of 7 feet by 22 feet. Angled parking stalls shall be a minimum of 9 feet by 18 feet to the wheel stop.

BUILDING PLACEMENT & HEIGHT

Front setbacks: 0 foot minimum and a 10 foot maximum as measured from the right-of-way line. All portions of the yard not occupied by building, driveways, sidewalks or other similar features must be landscaped or include active outdoor use, such as outdoor dining, plazas, courtyards or other similar outdoor use.

Side setbacks: Ten feet minimum.

Orientation: Buildings must be oriented with an entrance or entrances located directly adjacent to sidewalks and in proximity to the dominant use destination.

Building Height: Structures in the parking land use area are limited to a maximum of 8 stories.

BUILDING CHARACTER

Facade : When facing the street (Primary Facade), walls shall have 75% minimum vision proof screen at the street level or can be wrapped with offices, commercial, residential uses. Where structures face adjacent buildings, appropriate screening shall be included to divert headlight beams from reaching other buildings.

Landscaping: Trees and shrubs are required to be planted within the setback between the sidewalk and the vertical wall of the parking structure. Provide one tree for every 30 lineal feet of parking structure that fronts a public street. Additionally, provide 7 shrubs per tree. A planting area with a 6 foot minimum depth is required along all public streets at the face of a parking structure.

Architectural: Floor decks should be level at street face. The ground floor of the structure shall be differentiated from the upper floors through the use of horizontal expression lines.

Entrance: Entrances to parking structures shall be clearly defined for vehicles and pedestrians. Vehicular entrances shall be a minimum of 24' wide and allow for two-way traffic flow and be located a minimum of 100' from intersections allowing for queuing of cars. Pedestrian entrances shall be easily identifiable and may include a canopy that extends a minimum of 4' from the face of the building. Pedestrian entrances shall be proximate to sidewalks and crosswalks and provide intuitive connections to the Transit Station and office structures.

*See more information on primary building facade design in Chapter 4.



LAND USE PLAN

■ Parking

5.7 OPEN SPACE LAND USE REGULATIONS

GENERAL CHARACTER

This land use includes a variety of open space types that are undeveloped and accessible to the public. Open spaces includes passive and active park space, plazas, and stormwater mitigation areas. These amenities help to enhance the beauty and environmental quality of Clearfield Station.

The private open space areas contain more active areas including the UTA Transit Plaza and Station Square where events and gatherings may occur. Pairing retail with private open space areas will enable unique opportunities for desirable outdoor dining and outdoor event spaces.

The public open space contains more passive areas such as stormwater detention ponds and park space where recreational uses such as biking and dog walking may occur. Many of the public open spaces are to be built in the first construction step to help mitigate stormwater runoff and urban heat island.



Private Open Space



LAND USE AREA

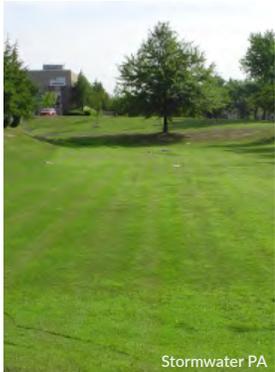
Private Open Space - 5.4 Acres

Public Open Space - 12.3 Acres

PUBLIC OPEN SPACE



Ewok Park



Stormwater Basin



Park Amenity



Public Open Space

06 SITE BUILDOUT & PARKING STRATEGIES

OVERALL PHASING STRATEGY

The Project is divided into two distinct stages, as follows and as shown in Exhibit “C” (“Construction Steps”):

Construction Step 1: Project Infrastructure (Horizontal Improvements). This stage consists of the construction of Transit Critical Infrastructure, as well as roadways and underground utilities necessary to serve the buildings that will be developed. This stage will be undertaken by the City as described more fully in Section III of this Agreement.

Construction Step 2: Parcel / Lot Development (Vertical Improvements). This stage consists of the construction of various buildings and spaces that will primarily be privately owned (office, retail and other commercial buildings, mixed-use residential buildings, townhouses, etc. as described in Section II(A)(1) of this Agreement and in the MDP). This stage will be undertaken by Master Developer.

Sequencing. An underlying principle of the sequencing is that the timing of the programmatic uses detailed in the MDP will be based on anticipated market demand. As such, lot-specific phasing or sequencing is not mandated in this MDP.

Nevertheless, this MDA and the MDP requires a balanced approach to the buildout of the site. As determined by the City, from beginning to end, there shall be a balance to the amount of residential development as compared to office/commercial development. To accomplish this, each multi-family residential complex shall be paired with the construction of an office/commercial component. In other words, a second multi-family residential complex shall not be developed until an office/commercial building has been developed (and not a third multi-family until a second commercial, and so on). Amendments to this Agreement shall follow City Code 11-11F-9.

Any variation from this balanced approach (seeking additional residential development before the requisite commercial is in place) will require the explicit approval of the Clearfield City Council.

POLICY & PLAN AMENDMENTS

The Clearfield Station property is currently zoned as Mixed-Use (MU) classification. This MDP will aid in the future development by providing a framework, design metrics, and land use area regulations. Additionally, the MDP has been developed in accordance with the Clearfield City Land Use Regulations and the Creating Downtown Clearfield Small Area Plan. For more information, the *Clearfield Connected: Station Area Plan + Design Guidelines*, 2018 may be used as a reference document for the broad vision of Clearfield Station.

Marketing strategies for developing an identifiable brand that conveys the dynamic nature of Clearfield Station TOD will be instrumental to attracting initial tenants. In order to draw the interest of developers, future residents, and employers, emphasis will be placed on the multi-modal nature of transportation options, regional connectivity, and the mix of vibrant, walkable streets with retail, and commercial activity.

ECONOMIC DEVELOPMENT

Throughout the construction sequences of Clearfield Station, the financial impacts and economic vitality of the project will be an ongoing concern. Therefore, use types will be regularly evaluated to gauge the fiscal impact on municipal cost models as market conditions fluctuate.

Similarly, as new residential portions of the project are completed and occupied the new local retail buying power will be calculated. This information will be utilized to entice and solicit new retailers and commercial tenants to the overall site either for current or future steps.

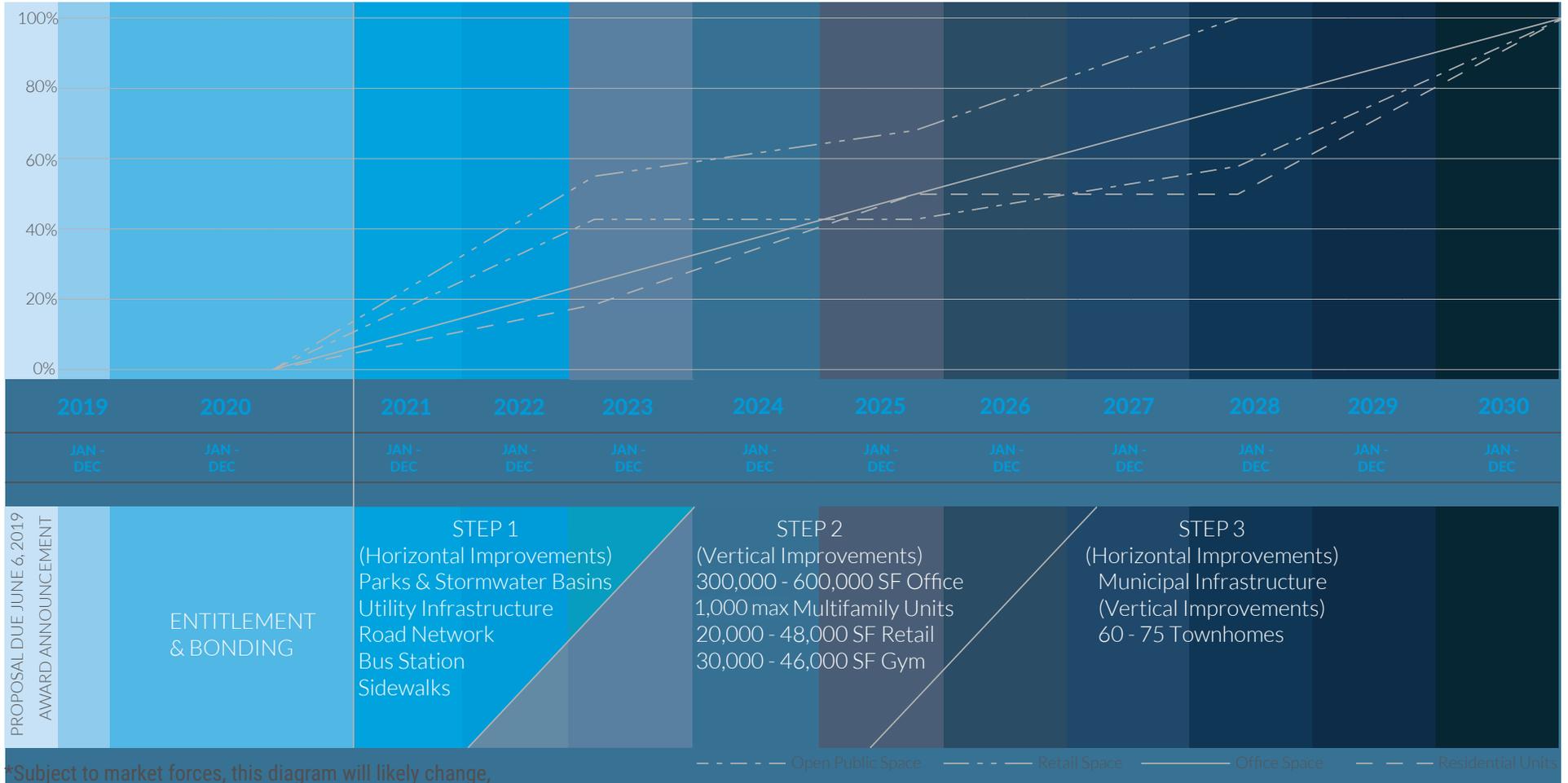
TRANSPORTATION IMPROVEMENTS

During the first step of the project, all horizontal improvements including but not limited to the improvement and extension of existing roads, creation of new roads and streets, the connection of main entry intersection and transit station and installation of municipal utilities shall be undertaken. This will allow for less disruption within the newly developed community in the later steps of the project. The development of specific buildings and lots is planned to follow the rough schedule on the next page but is subject to change based on market conditions.

Prior to beginning step one, a full Transportation Impact Study, circulation plan and working analysis shall be completed to confirm that the MDP conforms to all requirements in the *Clearfield General Plan*, *Creating Downtown Clearfield Small Area Plan* and the *Clearfield Connected: Station Area Plan + Design Guidelines*. Although no discrepancies are anticipated any inconsistencies between the plans will be addressed and aligned. At the same time, an investigation will be undertaken to study the possibility of connecting the southernmost road in the development area with 1450 South.

Parking requirements during all steps of the project are to be met with a combination of permanent park & ride locations, parking structures or temporary lots. Sequenced parking is designed to accommodate all the existing site requirements including the needs of UTA's Clearfield Station.

CONSTRUCTION SEQUENCING SCHEDULE



*Subject to market forces, this diagram will likely change, especially regarding office, retail, and commercial gym.

6.1 STEP 1

SUMMARY

Step 1 includes all Horizontal Infrastructure improvements (roads, sidewalks, parkstrips, curb and gutter). This includes:

- 1450 South connection to State Street
- Depot Street extension
- Utility infrastructure
- Public parks
- Active trails
- Stormwater basins

See the Parking Stage MDA Exhibit for information on how the existing UTA parking lots may be used during construction. Balancing parking requirements between UTA patrons and the requirements of the development will require flexibility and cooperation amongst all stakeholders.

S1 Summary - Horizontal Improvements		
Building	QTY	Units
Public Open Space	12.3	Acres
Stormwater Basins	4	Total
Road Network	12528	LF
Bus Station	7	Bays
Sidewalks	25056	LF
Street Parking	476	Stalls
Existing Lot A	128	Stalls
Existing Lot B	359	Stalls
Existing Lot C	285	Stalls
Existing Lot D	305	Stalls
Total Parking	1,553	



*This development sequence of Public Parks and Open Space is to be determined as appropriate for development.

6.2 STEP 2 & 3

SUMMARY

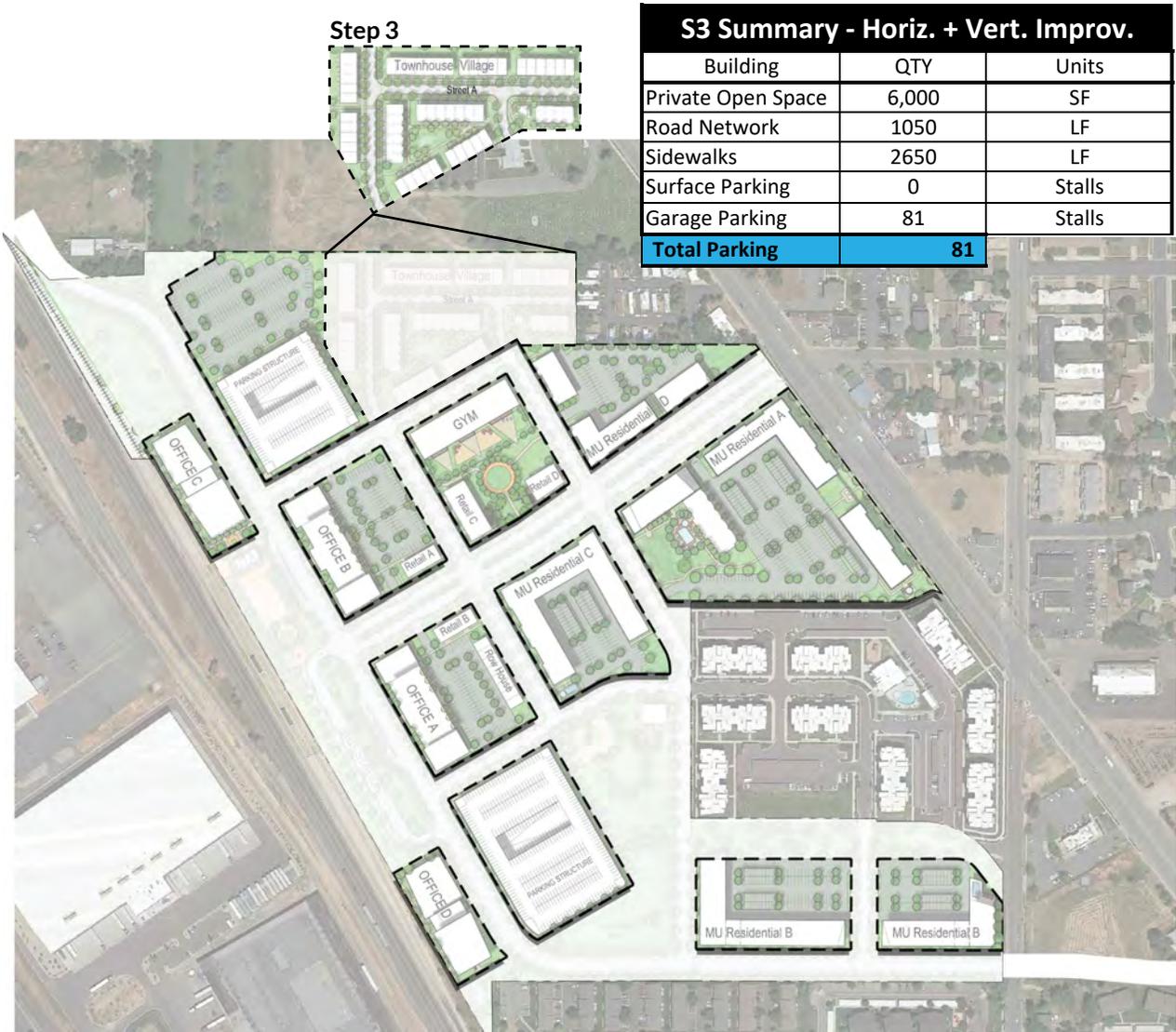
Step 2 includes all vertical improvements of the development pads by the Master Developer. The development is to various buildings that support:

- Office
- Multi-Family Housing
- Townhome
- Retail
- Commercial

S2 Summary - Vertical Improvements		
Building	QTY	Units
Private Open Space	5.4	Acres
Road Network	0	LF
Bus Station	7.0	Bays
Sidewalks	7294	LF
Surface Parking	1145	Stalls
Structured Parking	2144	Stalls
Total Parking	3,289	

Parking Summary		
Building	QTY	Units
Street Parking	476	Stalls
Surface Parking	1145	Stalls
Structured Parking	2225	Stalls
Total Parking	3,846	

Parking Demand Summary	
Total Stalls	3,610
Additional Stalls	236



*See MDA Exhibit I - Parking Stages for more information.

07 BUILDING AREA AND PARKING BREAKDOWN

Clearfield Office A Statistics - Area/Parking Statistics

	Gross Area	Efficiency	Net Usable Area					Pkg Ratio (stalls/1,000 sf)	Total Stalls
L5	30,000	87%	26,100						
L4	30,000	87%	26,100						
L3	30,000	87%	26,100						
L2	30,000	87%	26,100						
L1	30,000	80%	24,000						
Total	150,000		128,400					4.50	578

Clearfield Office B Statistics - Area/Parking Statistics

	Gross Area	Efficiency	Net Usable Area					Pkg Ratio (stalls/1,000 sf)	Total Stalls
L5	30,000	87%	26,100						
L4	30,000	87%	26,100						
L3	30,000	87%	26,100						
L2	30,000	87%	26,100						
L1	30,000	80%	24,000						
Total	150,000		128,400					4.50	578

Clearfield Office C Statistics - Area/Parking Statistics

	Gross Area	Efficiency	Net Usable Area					Pkg Ratio (stalls/1,000 sf)	Total Stalls
L5	30,000	87%	26,100						
L4	30,000	87%	26,100						
L3	30,000	87%	26,100						
L2	30,000	87%	26,100						
L1	30,000	80%	24,000						
Total	150,000		128,400					4.50	578

Clearfield Office D Statistics - Area/Parking Statistics

	Gross Area	Efficiency	Net Usable Area					Pkg Ratio (stalls/1,000 sf)	Total Stalls
L5	30,000	87%	26,100						
L4	30,000	87%	26,100						
L3	30,000	87%	26,100						
L2	30,000	87%	26,100						
L1	30,000	80%	24,000						
Total	150,000		128,400					4.50	578

Clearfield Office Statistical Summary - Area/Parking Statistics

	Gross Area	Efficiency	Net Usable Area					Pkg Ratio (stalls/1,000 sf)	Total Stalls
	450,000		385,200						1,733

Clearfield Apartment A - Area/Parking Statistics

	Unit Areas	Commercial/ Clubhouse		Avg Leasable	Efficiency	Avg Unit Gross	Approximate Total Units	Pkg Ratio (1.2 Minimum)	Total Stalls
L5	67,000								
L4	82,300								
L3	82,300	-							
L2	67,000								
L1	49,380	4,000							
Total	347,980			900	80%	1,125	309	1.20	371
Unit Mix Information									
	Range		Target Avg	Mix Pct			Unit Mix		
Studio	600	600	600	20%	120		62		
1 Br	800	800	800	50%	400		155		
2 Br	1,200	1,200	1,200	20%	240		62		
3 Br	1,400	1,400	1,400	10%	140		31		
Avg Unit Area				100%	900		-		
Total Units							309		

Clearfield Apartment B - Area/Parking Statistics

	Unit Areas	Commercial/ Clubhouse		Avg Leasable	Efficiency	Avg Unit Gross	Approximate Total Units	Pkg Ratio (1.2 Minimum)	Total Stalls
L4	58,500								
L3	58,500	-							
L2	58,500								
L1	35,100	4,000							
Total	210,600			900	80%	1,125	187	1.20	225
Unit Mix Information									
	Range		Target Avg	Mix Pct			Unit Mix		
Studio	600	600	600	20%	120		37		
1 Br	800	800	800	50%	400		94		
2 Br	1,200	1,200	1,200	20%	240		37		
3 Br	1,400	1,400	1,400	10%	140		19		
Avg Unit Area				100%	900		-		
Total Units							187		

BUILDING AND PARKING STATISTICS ARE SUBJECT TO REFINEMENT DURING DESIGN DEVELOPMENT,
WHILE MAINTAINING THE LIMITS AS OUTLINED BY THIS MDP AND THE MDA

Clearfield Apartment C & Row House - Area/Parking Statistics

	Unit Areas	Commercial/ Clubhouse		Avg Leasable	Efficiency	Avg Unit Gross	Approximate Total Units	Pkg Ratio (1.2 Minimum)	Total Stalls
L4	44,100								
L3	44,100	-							
L2	44,100								
L1	26,460	4,000							
Town Houses	22,920					2865	8		
Total	158,760			900	80%	1,125	149	1.20	179
Unit Mix Information									
	Range		Target Avg	Mix Pct			Unit Mix		
Studio	600	600	600	20%	120		30		
1 Br	800	800	800	50%	400		75		
2 Br	1,200	1,200	1,200	20%	240		30		
3 Br	1,400	1,400	1,400	10%	140		15		
Avg Unit Area				100%	900		-		
Total Units							149		

Clearfield Apartment D - Area/Parking Statistics

	Unit Areas	Commercial/ Clubhouse		Avg Leasable	Efficiency	Avg Unit Gross	Approximate Total Units	Pkg Ratio (1.2 Minimum)	Total Stalls
L4	32,238								
L3	32,238	-							
L2	32,238								
L1	19,343	8,000							
Total	116,057			1,100	80%	1,375	84	1.20	101
Unit Mix Information									
	Range		Target Avg	Mix Pct			Unit Mix		
Studio	600	600	600	20%	120		17		
1 Br	800	800	800	50%	400		42		
2 Br	1,200	1,200	1,200	20%	240		17		
3 Br	1,400	1,400	1,400	10%	140		8		
Avg Unit Area				100%	1,100		-		
Total Units							84		

BUILDING AND PARKING STATISTICS ARE SUBJECT TO REFINEMENT DURING DESIGN DEVELOPMENT, WHILE MAINTAINING THE LIMITS AS OUTLINED BY THIS MDP AND THE MDA

Clearfield Apartment Statistical Summary

	Unit Areas	Commercial/ Clubhouse	Parking Area	Avg Leasable	Efficiency	Avg Unit Gross	Approximate Total Units	Pkg Ratio (1.2 Minimum)	Total Stalls
Total	833,397	20,000	640,000	950	80%	1,188	730	1.20	876

Clearfield 3-Story Townhome Apartments - Area/Parking Statistics

	Unit Areas	Commercial/ Clubhouse	Parking Area	Avg Leasable	Efficiency	Avg Unit Gross	Approximate Total Units	Pkg Ratio	Total Stalls
Total	1,400	1,000	Included	1,400	100%	1,400	66	1.50	99

COMMERCIAL/RETAIL PARKING COUNTS

Clearfield Anchor Lifestyle & Recreation Gym- Area/Parking Statistics

	Gross Area	Efficiency	Net Usable Area					Pkg Ratio (stalls/1,000 sf)	Total Stalls
Level 1	21,200	95%	20,140						
Mezzanine 1	10,000	95%	9,500						
Mezzanine 2	10,000	95%	9,500						
Mezzanine 3	5,000	95%	4,750						
Total	46,200	95%	43,890					4.5	198

Clearfield One Story/Ground Floor Retail Statistics - Area/Parking Statistics

	Gross Area	Efficiency	Net Usable Area					Pkg Ratio (4.5/1,000 sf)	Total Stalls
Retail A	4,000	95%	3,800					4.5	17.5
Retail B	4,500	95%	4,275					4.5	18.6
Retail C	9,000	95%	8,550					4.5	38.0
Retail D	5,000	95%	4,750					4.5	21.6
Retail E *	3,600	95%	3,420					4.5	27.4
Retail F *	3,600	95%	3,420					4.5	26.9
Retail G *	3,700	95%	3,515					4.5	27.4
Retail H *	3,600	95%	3,420					4.5	26.9
Total	37,000	95%	35,150					4.5	204

* RETAIL/COMMERCIAL DEVELOPMENT DEPENDANT ON MARKET CONDITIONS
AND MAY BE CONVERTED TO GROUND FLOOR APARTMENTS.

BUILDING AND PARKING STATISTICS ARE SUBJECT TO REFINEMENT DURING DESIGN DEVELOPMENT,
WHILE MAINTAINING THE LIMITS AS OUTLINED BY THIS MDP AND THE MDA

08 TRAFFIC IMPACT STUDY

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with Clearfield Station and the surrounding community. Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (after development of the Clearfield Station) at key intersections and roadways near the site. Future 2025 and 2040 conditions were also analyzed.

The evening peak hour level of service (LOS) was computed for each study intersection. The results of this analysis are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2. The Traffic Impact Study (TIS) information below is an excerpted from the “Clearfield Stack TOD” study completed by Hales Engineering on February 11, 2020. For further, more detailed information please see the full report.

Existing Background : Current traffic conditions with existing road pattern, infrastructure and development.

Existing Plus Project : Projected traffic conditions with existing road pattern and infrastructure once Clearfield Station is constructed. Traffic load assumes current use levels + additional use from project.

Future Background : Projected traffic conditions with existing road pattern and infrastructure if no additional development occurs.

Future Background Plus Project : Projected traffic conditions with existing road pattern and infrastructure once Clearfield Station is constructed. Traffic load assumes projected future use levels & additional use from project.

TABLE S-1 LOS Analysis - Evening Peak Hour Clearfield Station			
Intersection	Level of Service (Sec/Vech) ¹		
	Existing (2019) Background	Mitigated Existing (2019) Background	Existing (2019) Plus Project
Depot Street / 700 South (SR193)	C (21.3) / SB	D (26.7) / SB	F (>50) / NB
State Street (SR-126) / 700 South (SR-193)	F(>80)	D (48.5)	F (>80)
1000 East / 700 South (SR-193)	C(22.9)	B (19.3)	B (16.2)
Pratt Street / State Street (SR-126)	C(16.6) / WB	C (18.7)	C (21.2)
Pratt Street / 1000 East	A (4.0) / EB	A (4.5) / EB	A (4.5) / EB
Station Boulevard / State Street (SR-126)	C (19.2) / EB	--	--
Boxcar Drive / Station Boulevard	A (5.2) / NB	--	--
1000 East / State Street (SR-126)	C (23.8)	A (2.4) / NB	A (2.4) / NB
1450 South . State Street (SR-126)	B (12.7) / WB	B (15.6)	B (15.4)
1000 East / Antelope Drive (SR-108)	E (59.6)	D (35.8)	D (35.8)
Main Street (SR-126) / Antelope Drive (SR-108)	F (>80)	F (>80)	F (>80)
1450 Street / 1000 East ²	----	B (10.7)	B (10.7)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, Signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
 2. This intersection is a project access and was only analyzed in “plus project” scenarios.
 Source: Hales Engineering, February 2020

TABLE S-1 (Continued)

Mitigated (2019) Plus Project	Future (2025) Background	Future (2025) Plus Project	Mitigated Future (2025) Plus Project	Future (2040) Background	Mitigated Future (2040) Plus Project	Future (2040) Plus Project
D (26.1) / SB	E (36.3) / SB	D (28.4) / SB	E (35.9) / SB	F (>50) / NB	F (>50) / NB	F (>50) / NB
D (51.4)	D (55.0)	E (57.5)	D (53.3)	F (>80)	D (47.1)	E (73.7)
B (17.6)	C (20.3)	B (18.8)	B (19.7)	C (20.9)	C (22.7)	B (16.3)
C (21.2)	C (19.2) / WB	C (26.5)	C (26.8)	D (32.8) / WB	C (23.8) / WB	E (56.5)
A (4.4) / EB	A (4.2) / EB	A (5.8) / EB	A (5.6) / EB	A (4.9) / EB	A (6.1) / EB	A (6.6) / EB
--	E (44.7) / EB	--	--	F (>50) / EB	F (>50) / EB	--
--	A (5.1) / NB	--	--	C (19.8) / NB	C (19.6) / NB	--
A (2.5) / NB	D (41.0)	A (2.3) / NB	A (2.5) / NB	E (66.3)	D (44.4)	A (2.5) / NB
B (15.4)	C (19.1) / WB	B (15.5)	B (15.3)	C (23.1) / WB	C (22.3) / WB	B (17.9)
C (29.8)	D (48.6)	C (29.1)	C (28.8)	E (61.3)	D (46.8)	D (43.9)
--	--	--	--	--	--	--
B (13.2)	--	B (11.1)	B (11.2)	--	--	B (13.5)

TABLE ES-2
Recommended Storage Lengths
Clearfield Station

Intersection	Storage Length (feet)							
	Northbound		Southbound		Eastbound		Westbound	
	LT	RT	LT	RT	LT	RT	LT	RT
State Street (SR-126) / 700 South (SR-193)	300	--	300	--	--	100	250	100
Main Street (SR-126) / Antelope Drive (SR-108)	300	--	300	--	200	100	300	100
1000 East / Antelope Drive (SR-108)	250	--	--	--	--	--	200	--
Pratts Street / State Street (SR-126)	150	--	--	100	100	100	--	--
1450 South / State Street (SR-126)	150	--	--	--	100	--	--	--

Source : Hales Engineering, February 2020

SUMMARY OF KEY FINDINGS / RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- 2019 Existing Conditions :** The State Street (SR-126) / 700 South (SR-193), 1000 East / Antelope Drive (SR-108), and Main Street (SR-126) / Antelope Drive (SR-108) intersections are currently operating at an unacceptable LOS during the evening peak hour in existing (2019) background conditions.
- Recommendation:** Construct dual left-turn lanes on all approaches of Main Street (SR-126) / Antelope Drive (SR-108)
- Recommendation:** Construct separate right-turn pockets on east- and westbound approaches of Main Street (SR-126) / Antelope Drive (SR-108)
- Recommendation:** Construct dual left-turn lanes on north- and southbound approaches of State Street (SR-126) / 700 South (SR-193)
- Recommendation:** Increase cycle length to 150 seconds for the State Street (SR-126) / 700 South (SR-193), 1000 East / Antelope Drive (SR-108), and Main Street (SR-126) / Antelope Drive (SR-108) intersections.
- The development will consist of offices, retail space, a fitness center, and residential apartments and townhouses.

- **2019 Existing Conditions + Project** : The State Street (SR-126) / 700 South (SR-193) and Main Street (SR-126) / Antelope Drive (SR-108) intersections are anticipated to operate at an unacceptable LOS during the evening peak hour with project traffic added. This is due to the rerouting of traffic around 1000 East, the background traffic, and the addition of project traffic.
- **Recommendation**: Widen 700 South (SR-193) to 7 lanes between Depot Street and 1000 East. Remove the channelized islands for the north- and southbound right-turn movements and create shared thru / right-turn lanes on the east- and westbound approaches.
- **Recommendation**: Construct dual left-turn lanes on the westbound approach of State Street (SR-126) / 700 South (SR-193)
- **Recommendation**: Construct an innovative intersection, such as a continuous-flow intersection (CFI), at Main Street (SR-126) / Antelope Drive (SR-108)
- **2025 Future Condition** : All study intersections are anticipated to operate at an acceptable LOS during the evening peak hour in future (2025) background conditions.
- **2025 Future Conditions + Project** : The State Street (SR-126) / 700 South (SR-193) intersection is anticipated to operate at an unacceptable LOS during the evening peak hour in future (2025) plus project conditions.
- **Recommendation**: Construct separate right-turn pockets for the east- and westbound approaches of State Street (SR-126) / 700 South (SR-193)
- **2040 Future Conditions** : The State Street (SR-126) / 700 South (SR-193), 1000 East / State Street (SR-126), and 1000 East / Antelope Drive (SR-108) intersections are anticipated to operate at unacceptable levels of service during the evening peak hour in future (2040) background conditions.
- **Recommendation**: Implement WFRC's plan to widen 700 South (SR-193) to 7 lanes for the entire length of the roadway in the study area
- **Recommendation**: Construct dual left-turn lanes on the westbound approach of 1000 East / Antelope Drive (SR-108) and a receiving lane accordingly
- **Recommendation**: Add permissive-protected left-turn phasing to the northbound approach of 1000 East / Antelope Drive (SR-108)
- **Recommendation**: Increase northbound left-turn storage length to 250 feet for 1000 East / Antelope Drive (SR-108)
- **Recommendation**: Decrease slightly the all-red interval on the northbound left-turn phase of 1000 East / State Street (SR-126). This will allow more vehicles to pass through the intersection and decrease the northbound queue.
- **2040 Future Conditions + Project** : The Pratts Street / State Street (SR-126) and State Street (SR-126) / 700 South (SR-193) intersections are anticipated to operate at unacceptable levels of service during the evening peak hour in future (2040) plus project conditions. This is due to the increase in background traffic, the new intersection configurations, and the addition of project traffic.
- **Recommendation**: Construct an innovative intersection, such as a CFI, at State Street (SR-126) / 700 South (SR-193)
- **Recommendation**: Construct a separate right-turn pocket at the project access on Pratts Street / State Street (SR-126) for project egress

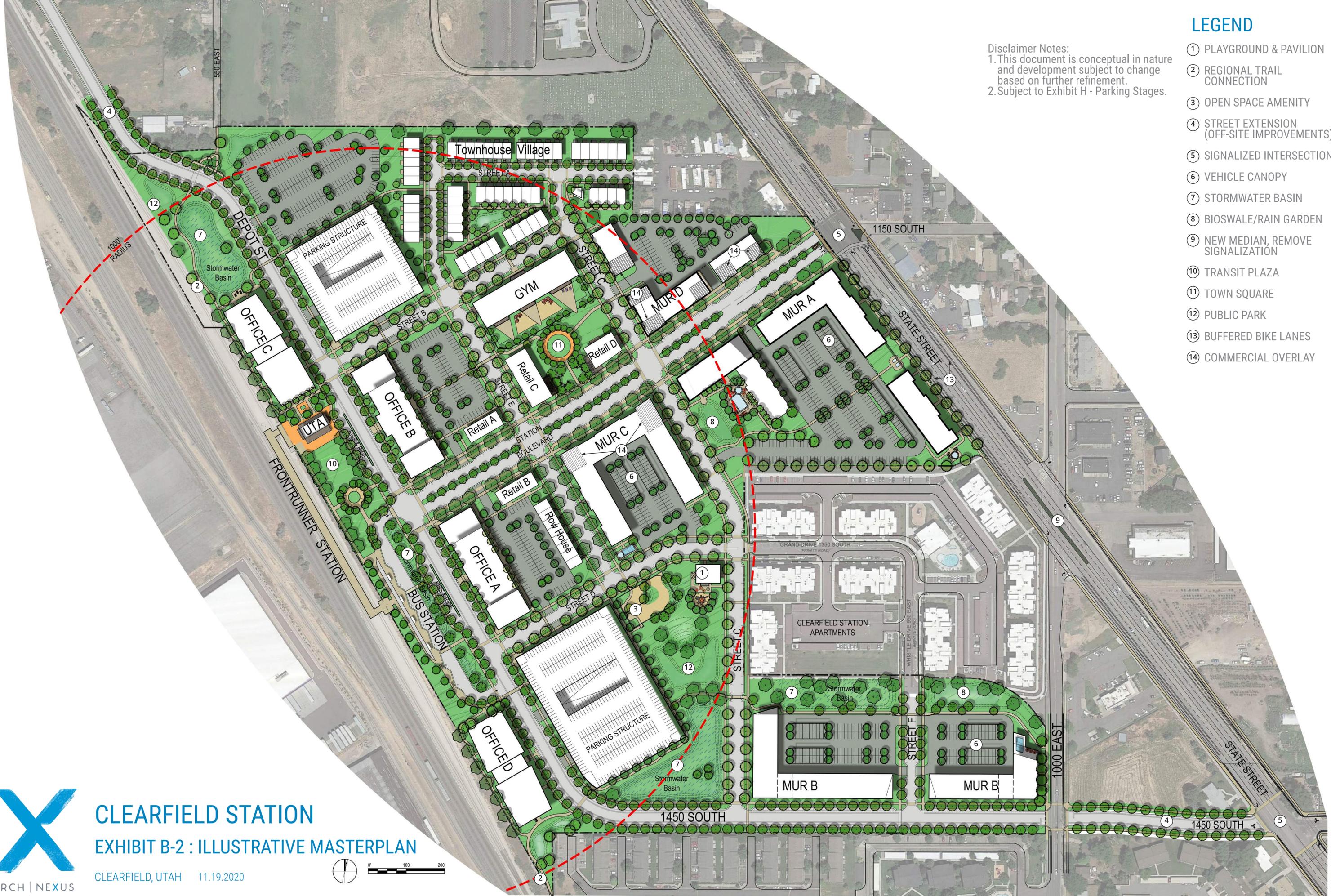
CLEARFIELD STATION

MASTER DEVELOPMENT PLAN

LEGEND

- ① PLAYGROUND & PAVILION
- ② REGIONAL TRAIL CONNECTION
- ③ OPEN SPACE AMENITY
- ④ STREET EXTENSION (OFF-SITE IMPROVEMENTS)
- ⑤ SIGNALIZED INTERSECTION
- ⑥ VEHICLE CANOPY
- ⑦ STORMWATER BASIN
- ⑧ BIOSWALE/RAIN GARDEN
- ⑨ NEW MEDIAN, REMOVE SIGNALIZATION
- ⑩ TRANSIT PLAZA
- ⑪ TOWN SQUARE
- ⑫ PUBLIC PARK
- ⑬ BUFFERED BIKE LANES
- ⑭ COMMERCIAL OVERLAY

Disclaimer Notes:
 1. This document is conceptual in nature and development subject to change based on further refinement.
 2. Subject to Exhibit H - Parking Stages.



CLEARFIELD STATION

EXHIBIT B-2 : ILLUSTRATIVE MASTERPLAN

CLEARFIELD, UTAH 11.19.2020



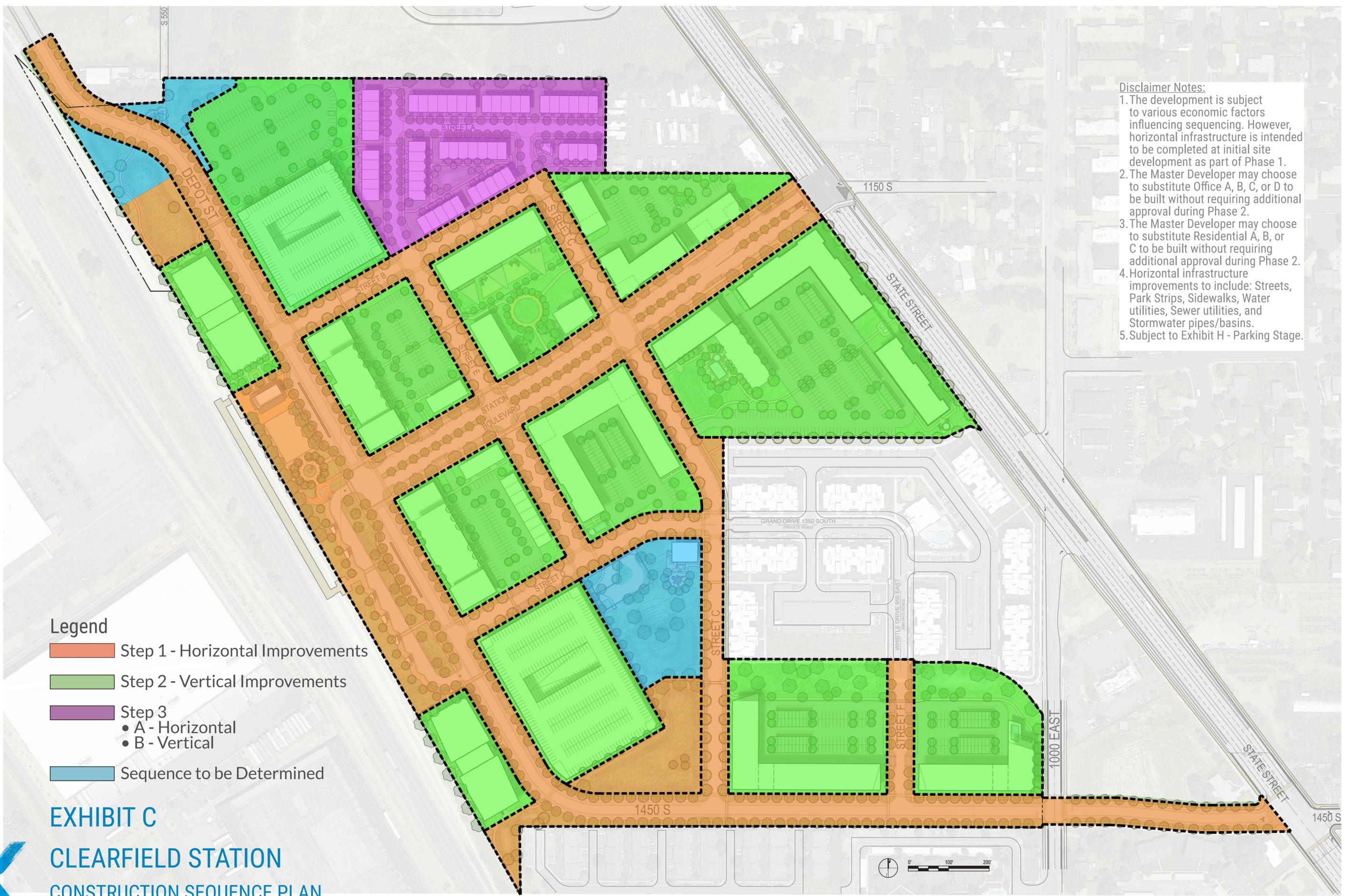
Disclaimer Notes:

1. The development is subject to various economic factors influencing sequencing. However, horizontal infrastructure is intended to be completed at initial site development as part of Phase 1.
2. The Master Developer may choose to substitute Office A, B, C, or D to be built without requiring additional approval during Phase 2.
3. The Master Developer may choose to substitute Residential A, B, or C to be built without requiring additional approval during Phase 2.
4. Horizontal infrastructure improvements to include: Streets, Park Strips, Sidewalks, Water utilities, Sewer utilities, and Stormwater pipes/basins.
5. Subject to Exhibit H - Parking Stage.

- Legend**
- Step 1 - Horizontal Improvements
 - Step 2 - Vertical Improvements
 - Step 3
 - A - Horizontal
 - B - Vertical
 - Sequence to be Determined

EXHIBIT C
CLEARFIELD STATION
CONSTRUCTION SEQUENCE PLAN

CLEARFIELD, UTAH 08.24.2020



**Chapter 5
CONSOLIDATED FEE SCHEDULE
(IMPACT FEE EXCERPT)**

Development Impact Fees		Dec. 13, 2016
Residential:		
Single family (includes attached and detached):		
	Park impact fee - single family	\$2,339.00
	Park impact fee - multi family	1,441.00
	Stormwater per ESU	64.00
	Water	254.00
	Sewer	613.00
Non-residential:		
Stormwater per ESU (1 ESU = 2,700 square feet of impervious surface)		64.00
If there is stormwater detention onsite, the fee is reduced if the detention area is:		
	Paved	20% reduction
	Grassed	30% reduction
	Sand and oil interceptor	50% reduction
Water impact (per water meter size). Water and sewer impact fees for meters larger than 6 inches will be based on annualized average day demand and the net capital cost per gallon of capacity:		
	3/4"	\$ 352.00
	1" - 1 1/2"	705.00
	2"	1,411.00
	3"	4,517.00
	4"	7,059.00
	6"	14,118.00
Sewer impact (per water meter size). Water and sewer impact fees for meters larger than 6 inches will be based on annualized average day demand and the net capital cost per gallon of capacity:		
	3/4"	851.00
	1" - 1 1/2"	1,703.00
	2"	3,406.00
	3"	10,900.00
	4"	17,031.00
	6"	34,062.00
Independent fee calculation review		\$150.00 plus actual cost
Administrative fee for appeals		\$75.00

Building Permit And Development Fees	
The City may reduce building permit and development fees for public infrastructure projects for local governmental entities upon request to the Community Development Director. Fees charged should, at a minimum, cover administrative and direct costs incurred as determined by the Community Development Director	
General - building valuation:	
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 plus \$3.05 each additional \$100.00 or fraction thereof
\$2,001.00 to \$25,000.00	\$69.25 plus \$14.00 each additional \$1,000.00 or fraction thereof
\$25,001.00 to \$50,000.00	\$391.75 plus \$10.10 each additional \$1,000.00 or fraction thereof
\$50,001.00 to \$100,000.00	\$643.75 plus \$7.00 each additional \$1,000.00 or fraction thereof
\$100,001.00 to \$500,000.00	\$993.75 plus \$5.60 each additional \$1,000.00 or fraction thereof
\$500,001.00 to \$1,000,000.00	\$3,233.75 plus \$4.75 each additional \$1,000.00 or fraction thereof

EXHIBIT D

CLEARFIELD STATION

IMPACT FEE EXHIBIT

CLEARFIELD, UTAH 06.10.2020



Infrastructure Schedule		Priority	Funding	Cost with Additional 15% Contingency
Horizontal Improvements				
Miscellaneous Items	Parkstrip Landscape	Low	2021 Bond	\$ 1,859,218.63
	Street Lights	Medium	2021 Bond	\$ 124,200.00
	Demo Existing Pavement	High	2021 Bond	\$ 277,904.88
	Demo Existing Utilities	High	2021 Bond	\$ 24,150.00
	Signs	Low	2021 Bond	\$ 21,275.00
	Demo/Removal of Ex. 16" Asbestos Pipe (4)	High	2021 Bond	\$ -
	Southern Parking Structure (General Stalls)	High	2021 Bond & Additional Sources	\$ 15,000 / Stall
	Southern Parking Structure (UTA Stalls)	High	2021 Bond	\$ 15,000 / Stall
	Bus Loop Additions (Heavy Duty Concrete Paving)	High	2021 Bond	\$ 30,360.00
	Transit Plaza Improvements	High	2021 Bond	\$ 301,875.00
UTA Restrooms	High	2021 Bond	\$ 115,000.00	
UTA Surface Parking	High	2021 Bond	\$ -	
Storm Drain	18" Reinforced Concrete Pipe	High	2021 Bond	\$ 534,750.00
	18" Concrete Flared End Section	High	2021 Bond	\$ 12,075.00
	48" SD Manhole	High	2021 Bond	\$ 162,955.00
	24"x36" Curb Inlet	High	2021 Bond	\$ 292,876.25
Sanitary Sewer	36"x36" Area Drain	High	2021 Bond	\$ 1,725.00
	10" PVC	High	2021 Bond	\$ 523,537.50
Culinary Water	4" PVC	High	2021 Bond	\$ 67,331.01
	48" Sewer Manhole	High	2021 Bond	\$ 94,012.50
	60" Sewer Manhole	High	2021 Bond	\$ 37,375.00
	72" Sewer Manhole	High	2021 Bond	\$ 9,200.00
	6" Cleanout	High	2021 Bond	\$ 12,880.00
	24" PVC	High	2021 Bond	\$ 391,920.00
Dry Utilities	12" Ductile Iron Pipe	High	2021 Bond	\$ 799,965.37
	4" PVC Class 200 (Culinary Lat.)	High	2021 Bond	\$ 81,799.14
Roads	6" PVC Class 200 (Fire Lateral)	High	2021 Bond	\$ 101,456.13
	Fire Hydrant Assembly	High	2021 Bond	\$ 88,550.00
	Connect to Northern Water Supply	High	2021 Bond	\$ 36,167.50
	Upsize Ex. Waterline in 1000 E (12")	High	2021 Bond	\$ 294,630.00
Northern Road Connection	Natural Gas	High	2021 Bond	\$ 198,030.00
	Joint Trench for (power and communications)	High	2021 Bond	\$ 184,828.00
Southern Road Connection	Topsoil Removal	High	2021 Bond	\$ 47,209.40
	APWA Type A Curb and Gutter	High	2021 Bond	\$ 438,805.20
	6" Sidewalk	High	2021 Bond	\$ 566,540.22
	Asphalt Pavement	High	2021 Bond	\$ 1,881,195.62
Signs	APWA Type A Curb and Gutter	High	2021 Bond	\$ 38,565.25
	6" Sidewalk	Medium	2021 Bond	\$ 42,624.75
	Parkstrip Landscape	Low	2021 Bond	\$ 197,900.63
	Asphalt Pavement	High	2021 Bond	\$ 150,933.04
	Street Lights	Medium	2021 Bond	\$ 15,525.00
	Right of Way Acquisition	High	2021 Bond & Additional Sources	\$ -
Office Sewer	APWA Type A Curb and Gutter	High	2021 Bond	\$ 24,532.13
	6" Sidewalk	High	2021 Bond	\$ 25,700.03
	Parkstrip Landscape	Medium	2021 Bond	\$ 117,531.32
	Asphalt Pavement	High	2021 Bond	\$ 127,357.03
Signs	Street Lights	Medium	2021 Bond	\$ 5,175.00
	Right of Way Acquisition	High	2021 Bond	\$ 575.00
Express	Demo Ex. Sanitary Sewer	High	2021 Bond	\$ 62,410.50
	60" Deep Manholes	High	2021 Bond	\$ 57,500.00
	72" Drop Manhole	High	2021 Bond	\$ 143,750.00
	24" PVC in 1000 East	High	2021 Bond	\$ 308,200.00
Parks	Main and 1150 S Signalization	High	2021 Bond	\$ 575,000.00
	Main and Depot Road/Street Signalization	High	2021 Bond	\$ 575,000.00
	Median curb at 1000 East	High	2021 Bond	\$ 19,665.00
	1150 S curb and median curb	High	2021 Bond	\$ 32,775.00
Parks	Asphalt patch/widening at 1150 S intersection	High	2021 Bond	\$ 82,800.00
	Right of Way Acquisition	High	2021 Bond & Additional Sources	\$ -
Parks	Demo Existing Pavement	High	2021 Bond	\$ 247,303.88
	Demo Existing Landscape	High	2021 Bond	\$ 494,607.77
Parks	Park Landscaping	Low	2021 Bond	\$ 1,345,500.00
	Detention Pond Grading	Low	2021 Bond	\$ 44,528.00

Infrastructure Schedule		Priority	Funding	Cost with Additional 15% Contingency	
Misc. Items	Parkstrip Landscape	Low	Future Bond & Additional Sources	\$ 193,013.87	
	Street Lights	Medium	Future Bond & Additional Sources	\$ 15,525.00	
	Demo Existing Pavement	High	Future Bond & Additional Sources	\$ 44,587.37	
	Signs	Low	Future Bond & Additional Sources	\$ 575.00	
	Northern Parking Structure (General Stalls)	High	Future Bond & Additional Sources	\$ 15,000 / Stall	
	Northern Parking Structure (UTA Stalls)	High	Future Bond & Additional Sources	\$ 15,000 / Stall	
	Storm Drain	18" Reinforced Concrete Pipe	High	Future Bond & Additional Sources	\$ 58,650.00
		48" SD Manhole	High	Future Bond & Additional Sources	\$ 18,802.50
		24"x36" Curb Inlet	High	Future Bond & Additional Sources	\$ 9,602.50
		10" PVC	High	Future Bond & Additional Sources	\$ 42,262.50
Sanitary Sewer	4" PVC	High	Future Bond & Additional Sources	\$ 14,087.50	
	48" Sewer Manhole	High	Future Bond & Additional Sources	\$ 25,070.00	
	12" Ductile Iron Pipe	High	Future Bond & Additional Sources	\$ 80,440.43	
	4" PVC Class 200 (Culinary Lat.)	High	Future Bond & Additional Sources	\$ 10,384.50	
	6" PVC Class 200 (Fire Lateral)	High	Future Bond & Additional Sources	\$ 12,880.00	
	Fire Hydrant Assembly	High	Future Bond & Additional Sources	\$ 6,325.00	
Dry Utilities	Natural Gas	High	Future Bond & Additional Sources	\$ 15,525.00	
	Joint Trench for Power and Communication	High	Future Bond & Additional Sources	\$ 14,490.00	
Roads	Topsoil Removal	High	Future Bond & Additional Sources	\$ 55,075.05	
	APWA Type A Curb and Gutter	High	Future Bond & Additional Sources	\$ 37,921.81	
	6" Sidewalk	High	Future Bond & Additional Sources	\$ 48,926.22	
	Asphalt Pavement	High	Future Bond & Additional Sources	\$ 150,457.49	

*COST ESTIMATES ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON MARKET CONDITIONS AND FUTURE UNKNOWN. ESTIMATE DOES NOT INCLUDE PROPERTY ACQUISITION.



EXHIBIT E - RESPONSIBILITY FOR PROJECT INFRASTRUCTURE AND FUNDING CLEARFIELD MDP

LEGEND

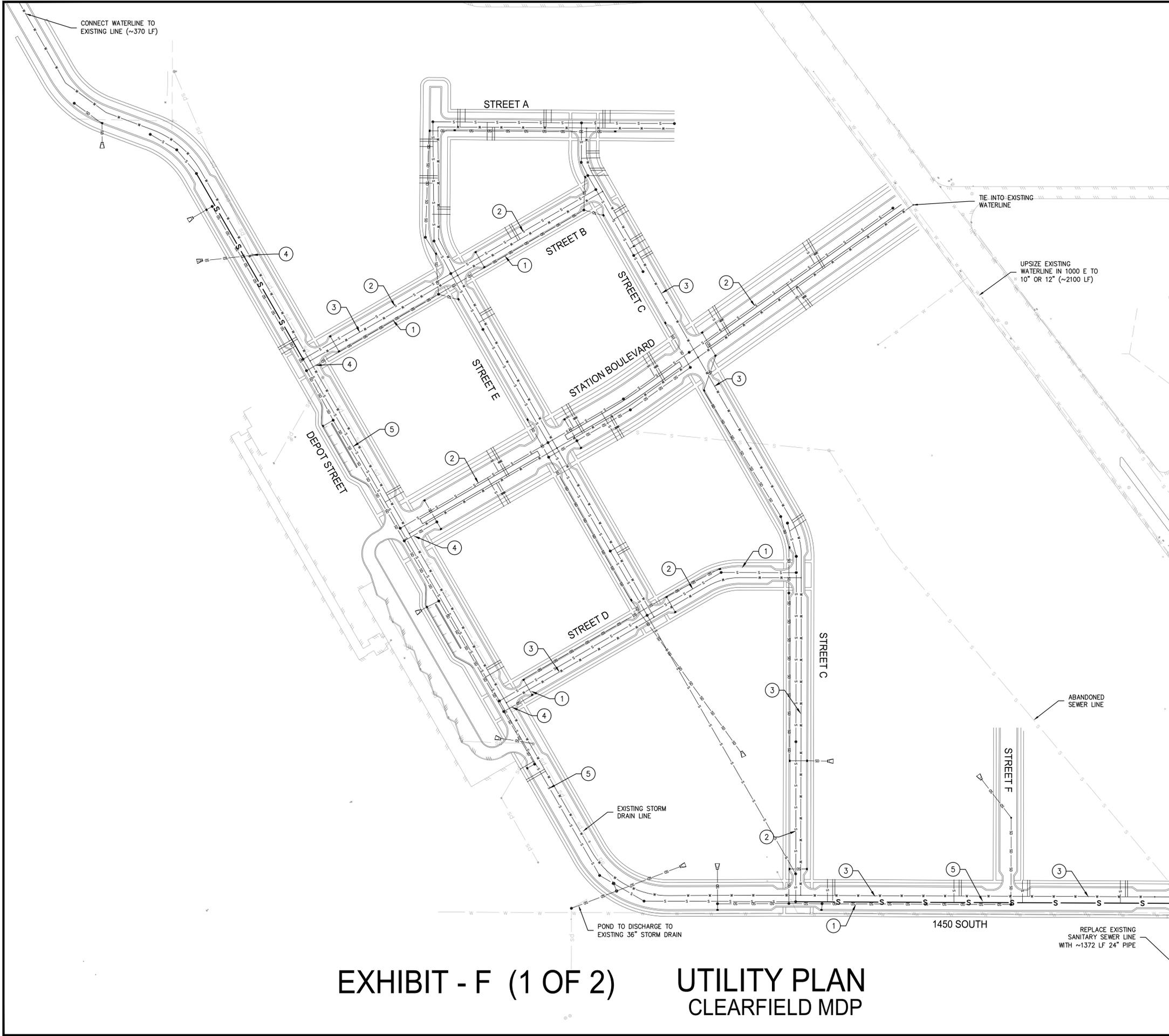
- MASTER DEVELOPER RESPONSIBILITY (Red)
- CLEARFIELD CITY RESPONSIBILITY (Green)
- FUTURE SHARED RESPONSIBILITY BETWEEN CLEARFIELD CITY, MASTER DEVELOPER, AND UTA (Orange)

PSOMAS

4179 S. Riverboat Rd., Suite 200
Salt Lake City, UT 84123
(801) 270-5777

SCALE OF FEET
FULL SIZE (24x36) 1"=100'
HALF SIZE (12x18) 1"=200'

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CONSTRUCTION NOTES

1. INSTALL 18" REINFORCED CONCRETE STORM DRAIN PIPE.
2. INSTALL 10" PVC SANITARY SEWER PIPE.
3. INSTALL 12" DUCTILE IRON CULINARY WATER PIPE.
4. CONNECT TO EXISTING STORM DRAIN PIPE.
5. INSTALL 24" PVC SANITARY SEWER LINE.

LEGEND

EXISTING	PROPOSED	
		STORM DRAIN
		SANITARY SEWER
		WATER
		GAS
		ELECTRIC
		TELEPHONE
		FIBER OPTIC
		COMMUNICATIONS
		CENTER LINE
		PROPERTY LINE
		CURB & GUTTER
		FENCE LINE
		MAJOR CONTOUR
		MINOR CONTOUR
		WATER VALVE
		WATER METER
		FIRE HYDRANT
		TEE
		CROSS
		STUB
		11.25° BEND
		22.5° BEND
		45° BEND
		90° BEND
		STORM DRAIN MANHOLE
		STORM DRAIN INLET
		SANITARY SEWER MANHOLE
		SANITARY SEWER CLEANOUT
		LIGHT POLE
		ELECTRICAL EQUIPMENT
		UTILITY POLE
		GUY WIRE
		SIGN

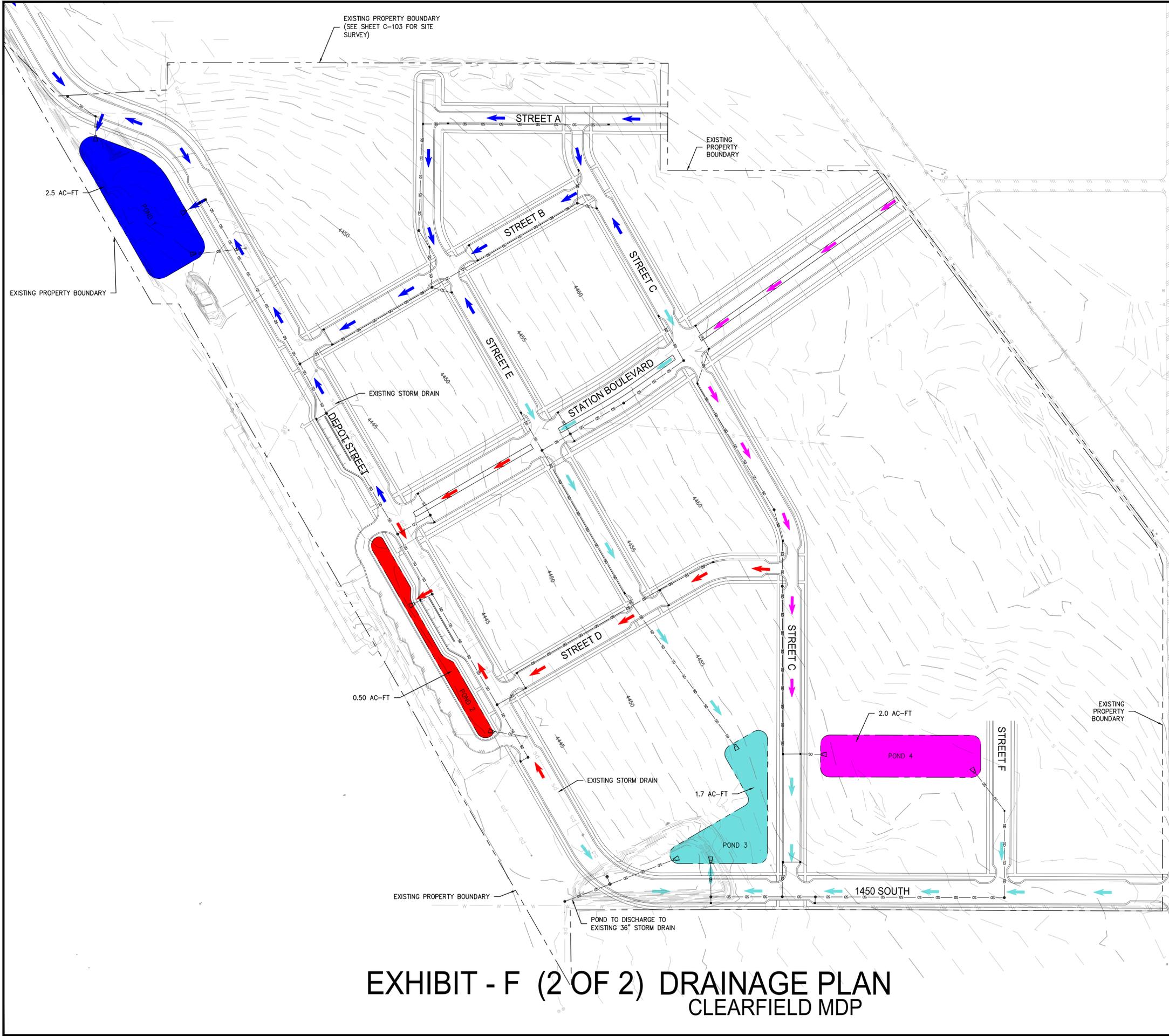
NOTE: DESIGN OF ALL DRY UTILITIES INCLUDING POWER, NATURAL GAS, AND FIBER ARE TO BE COORDINATED WITH RESPECTIVE UTILITY PROVIDER.

EXHIBIT - F (1 OF 2) UTILITY PLAN CLEARFIELD MDP

SCALE OF FEET
 FULL SIZE (24X36) 1"=100'
 HALF SIZE (12X18) 1"=200'

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 Salt Lake City, UT 84123
 (801) 270-5777

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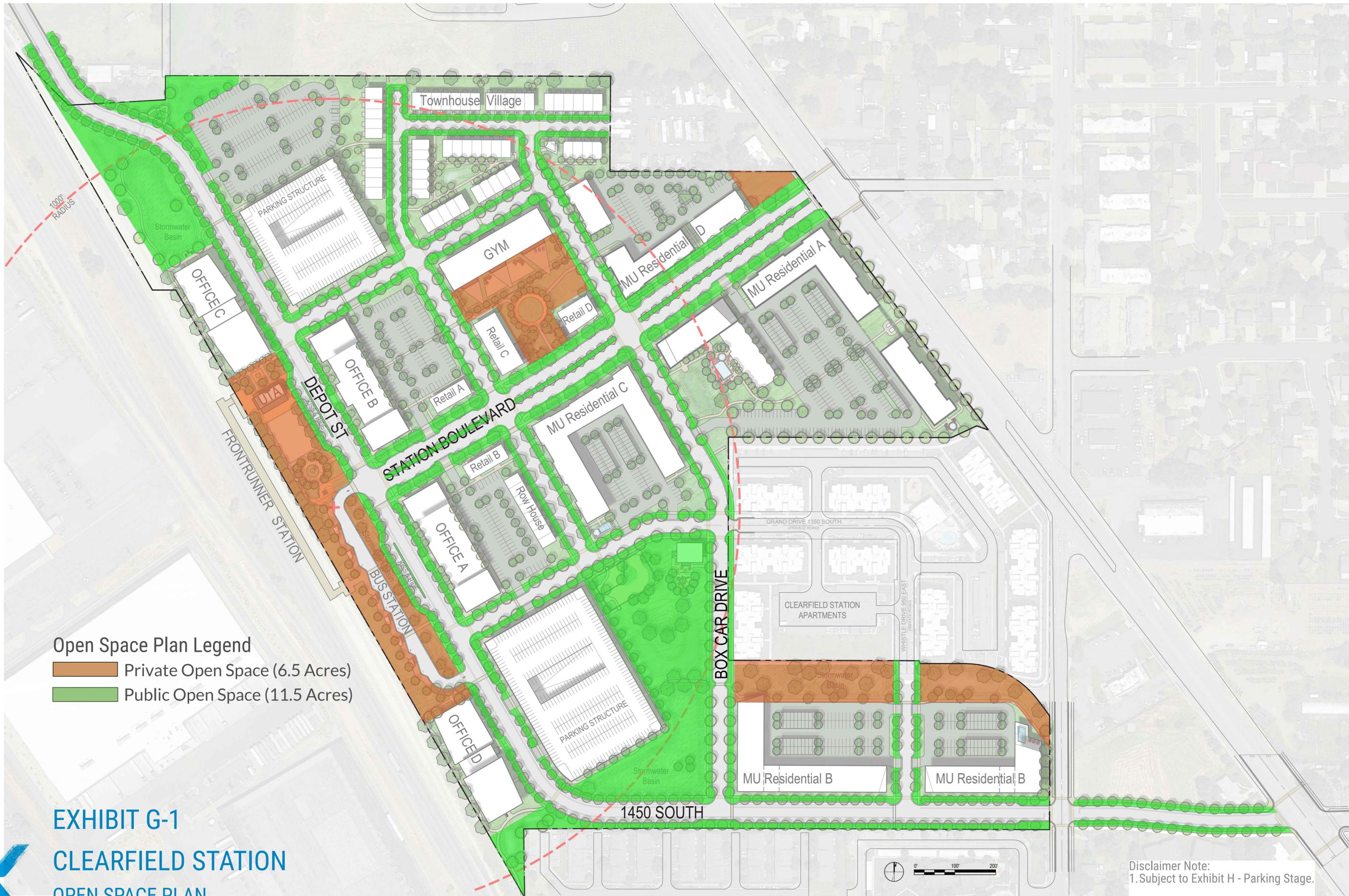


*EXISTING 48" STORM DRAIN TO BE USED FOR POND OUTFLOW

EXISTING	PROPOSED	
sd	SD	STORM DRAIN
s	S	SANITARY SEWER
w	W	WATER
g	G	GAS
e	E	ELECTRIC
t	T	TELEPHONE
fo	FO	FIBER OPTIC
com	COM	COMMUNICATIONS
---	---	CENTER LINE
---	---	PROPERTY LINE
---	---	CURB & GUTTER
---	---	FENCE LINE
5090	5090	MAJOR CONTOUR
5091	5091	MINOR CONTOUR
⊗	⊗	WATER VALVE
⊙	⊙	WATER METER
⊕	⊕	FIRE HYDRANT
⊕	⊕	TEE
⊕	⊕	CROSS
⊕	⊕	STUB
⊕	⊕	11.25' BEND
⊕	⊕	22.5' BEND
⊕	⊕	45' BEND
⊕	⊕	90' BEND
⊕	⊕	STORM DRAIN MANHOLE
⊕	⊕	STORM DRAIN INLET
⊕	⊕	SANITARY SEWER MANHOLE
⊕	⊕	SANITARY SEWER CLEANOUT
⊕	⊕	LIGHT POLE
⊕	⊕	ELECTRICAL EQUIPMENT
⊕	⊕	UTILITY POLE
⊕	⊕	GUY WIRE
⊕	⊕	SIGN

EXHIBIT - F (2 OF 2) DRAINAGE PLAN CLEARFIELD MDP

SCALE OF FEET
 FULL SIZE (24X36) 1"=100'
 HALF SIZE (12X18) 1"=200'
PSOMAS
 4179 S. Riverboat Rd., Suite 200
 Salt Lake City, UT 84123
 (801) 270-5777



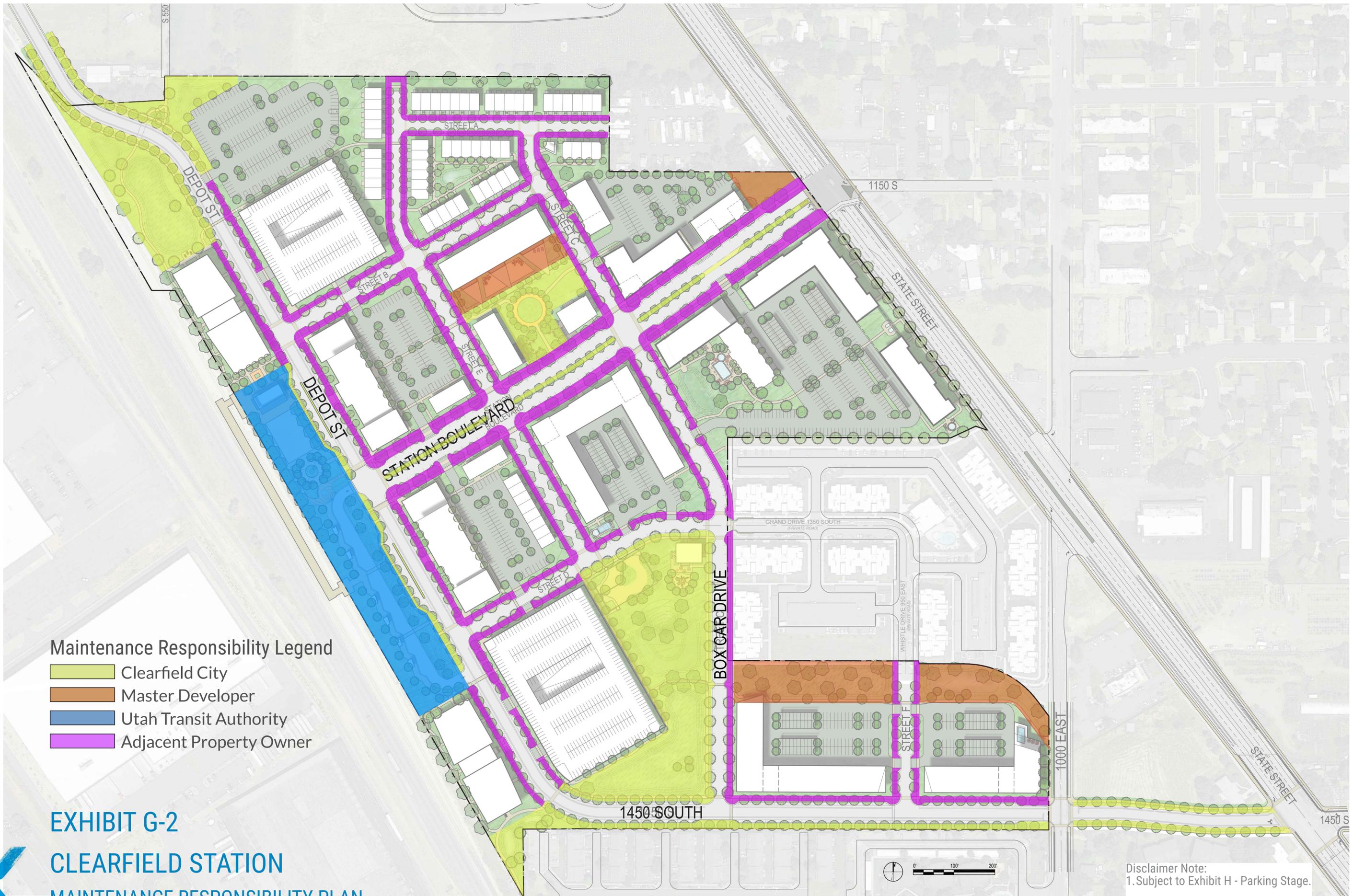
Open Space Plan Legend
 Private Open Space (6.5 Acres)
 Public Open Space (11.5 Acres)

EXHIBIT G-1
CLEARFIELD STATION
OPEN SPACE PLAN

CLEARFIELD, UTAH 08.24.2020



Disclaimer Note:
 1. Subject to Exhibit H - Parking Stage.



- Maintenance Responsibility Legend**
- Clearfield City
 - Master Developer
 - Utah Transit Authority
 - Adjacent Property Owner

EXHIBIT G-2
CLEARFIELD STATION
MAINTENANCE RESPONSIBILITY PLAN

Disclaimer Note:
 1. Subject to Exhibit H - Parking Stage.



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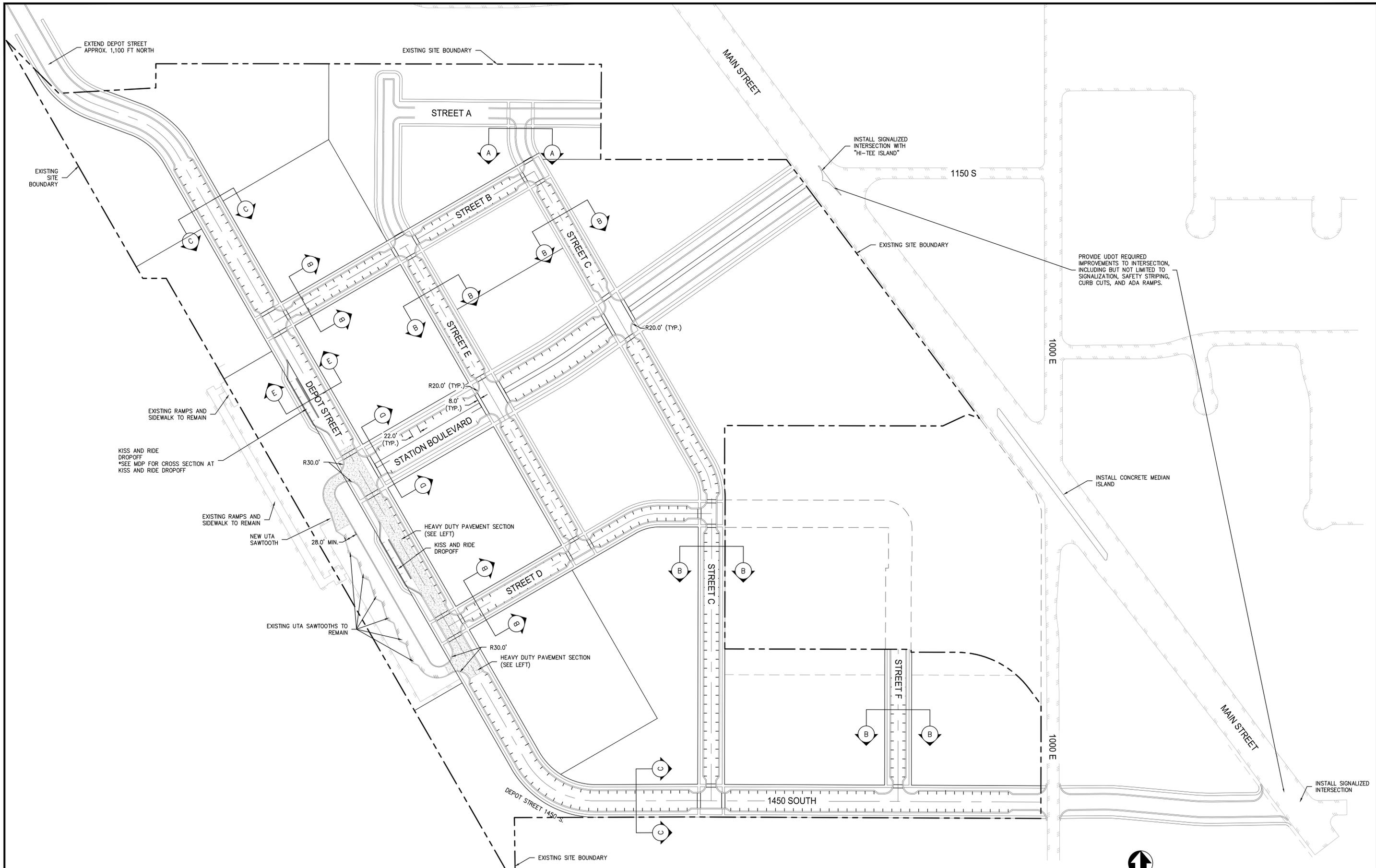
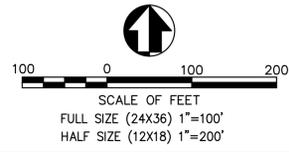


EXHIBIT - H (1 OF 2) ROAD NETWORK PLAN

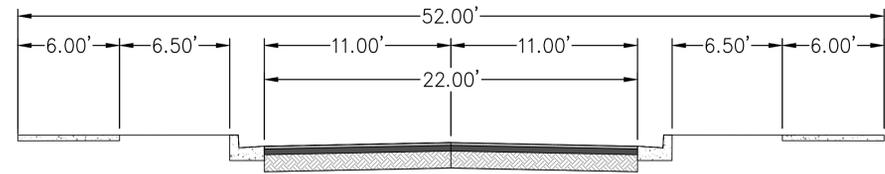
CLEARFIELD MDP



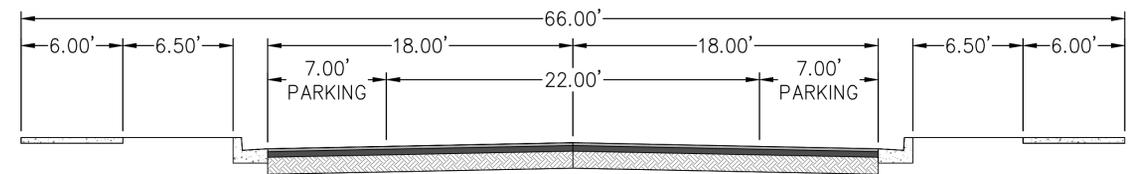
PSOMAS

4179 S. Riverboat Rd., Suite 200
 Salt Lake City, UT 84123
 (801) 270-5777

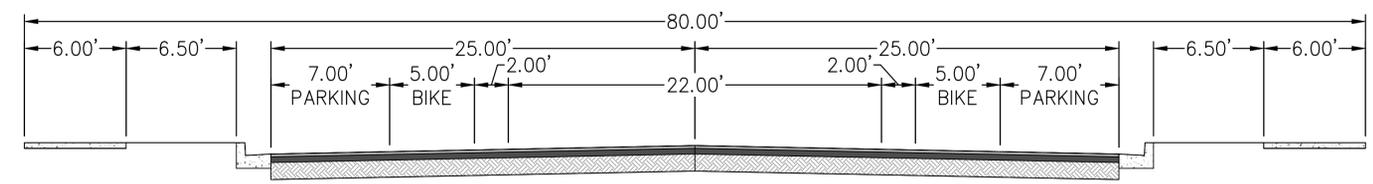
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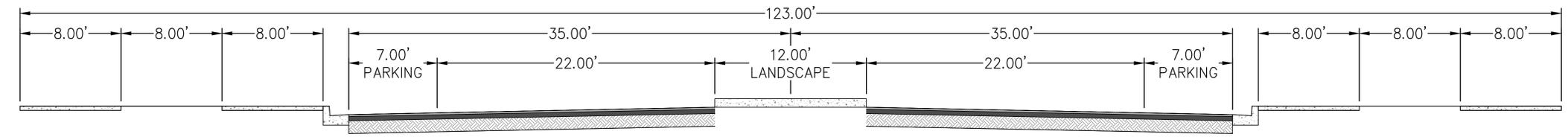
Section A-A
Local Street



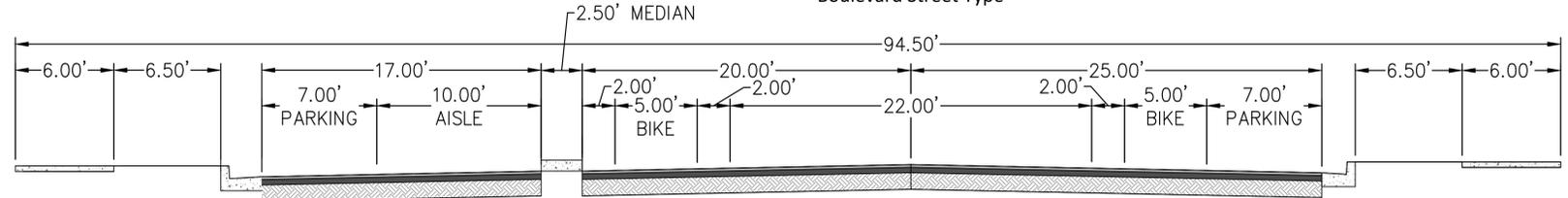
Section B-B
Neighborhood Street Type



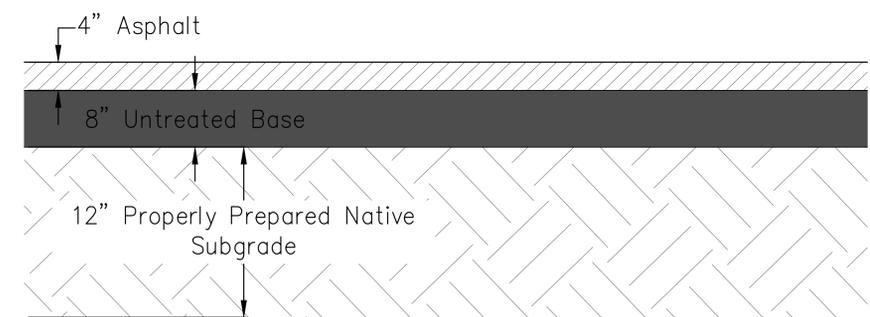
Section C-C
Neighborhood Street Type (with bike lane)



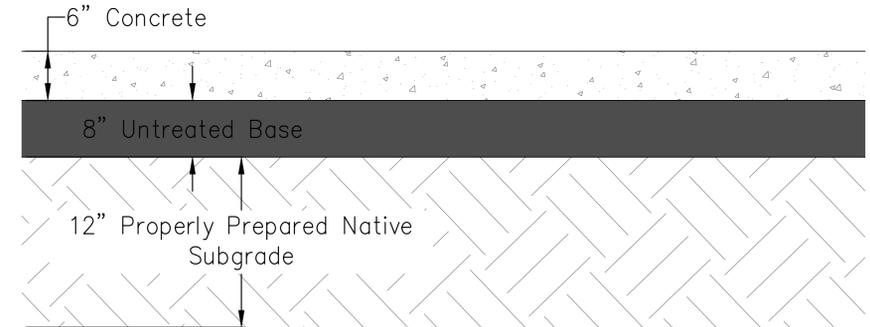
Section D-D
Boulevard Street Type



Section E-E
Kiss & Ride Street Type



Pavement Section
Typical

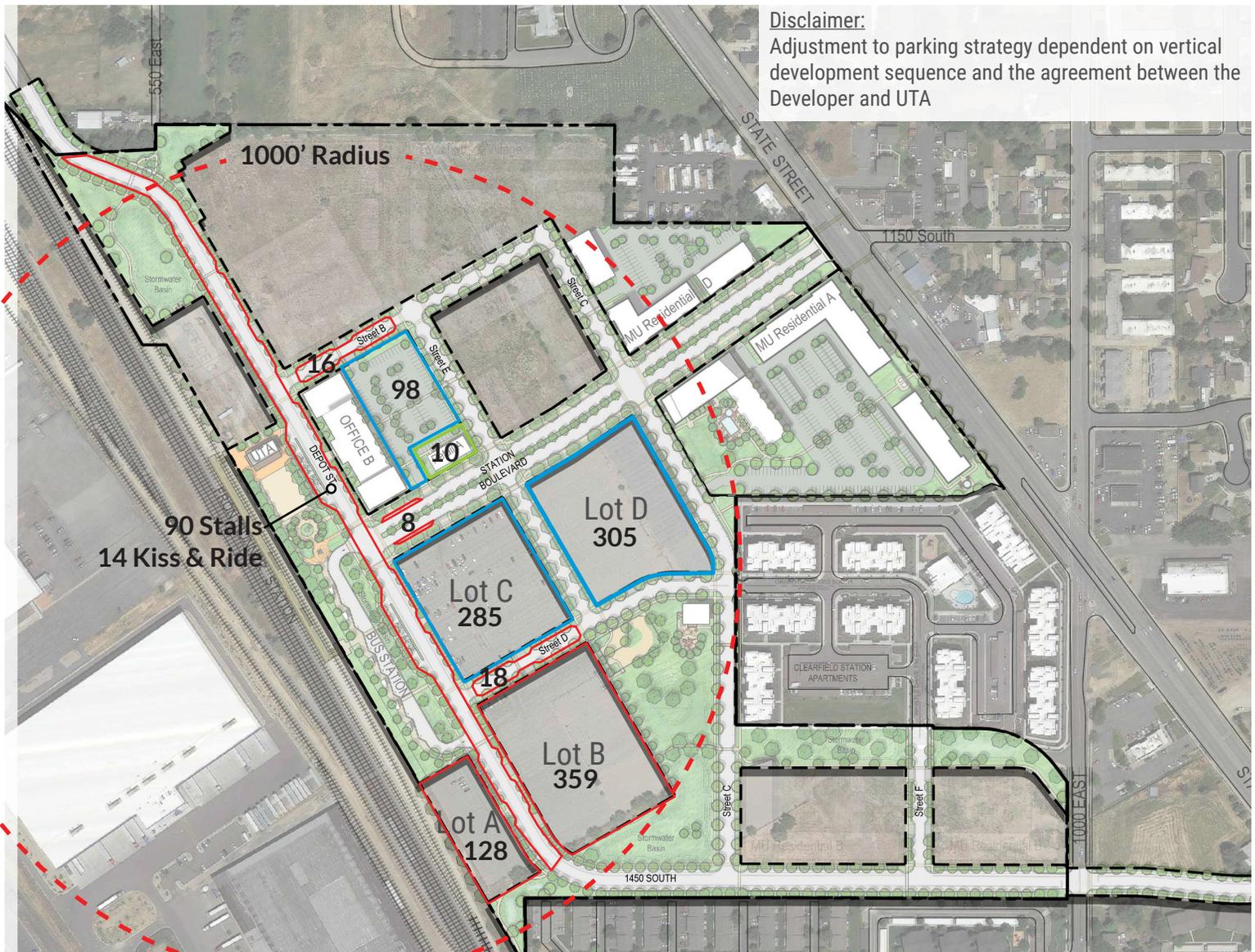


Heavy Duty Pavement Section
Typical

STAGE 1 - PARKING

SUMMARY

Stall numbers indicate space available on the Masterplan. The actual number of stalls provided will be determined based on actual need and space requirements.



STAGE 2 - PARKING

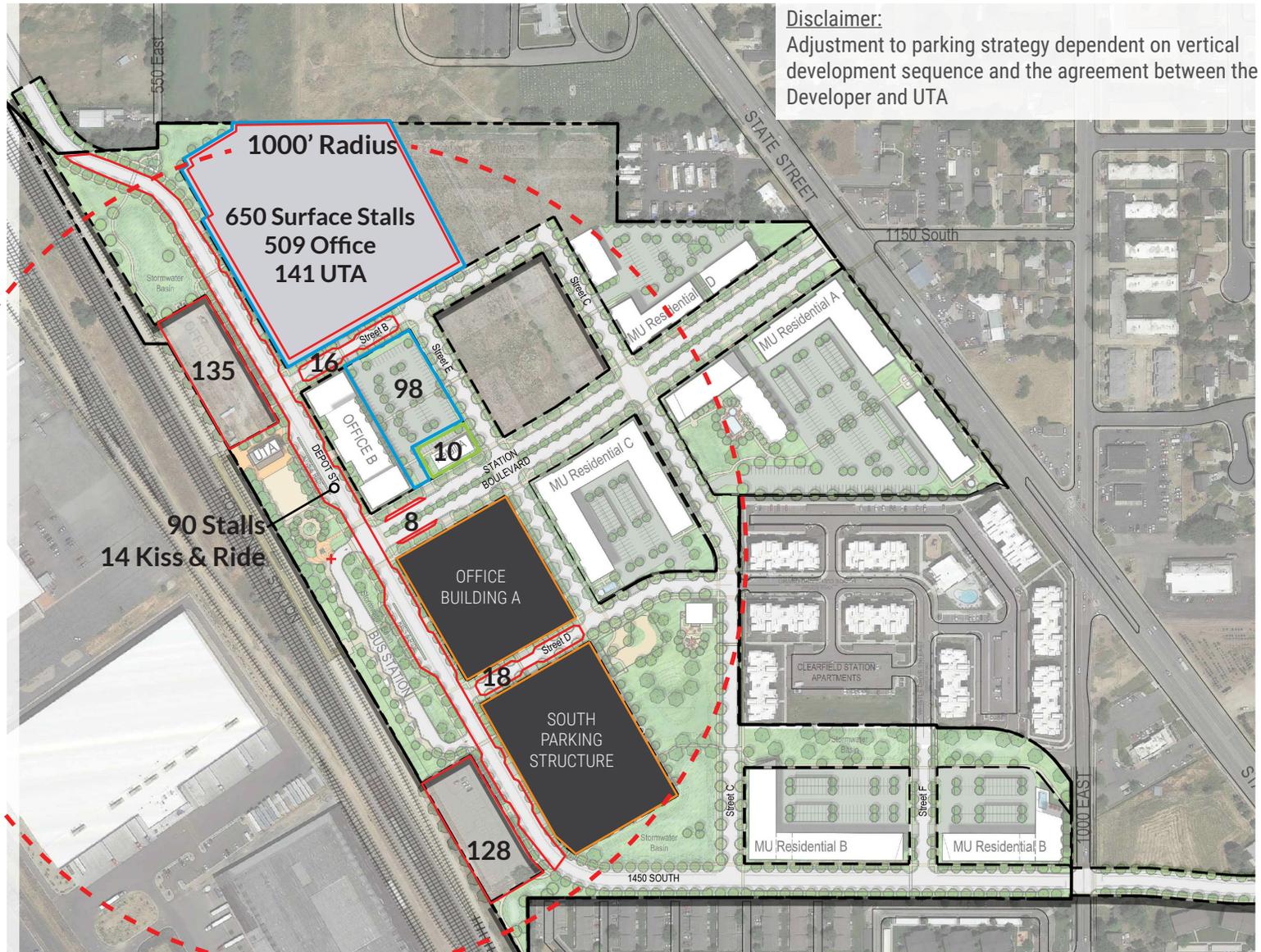
Disclaimer:
Adjustment to parking strategy dependent on vertical development sequence and the agreement between the Developer and UTA

LEGEND

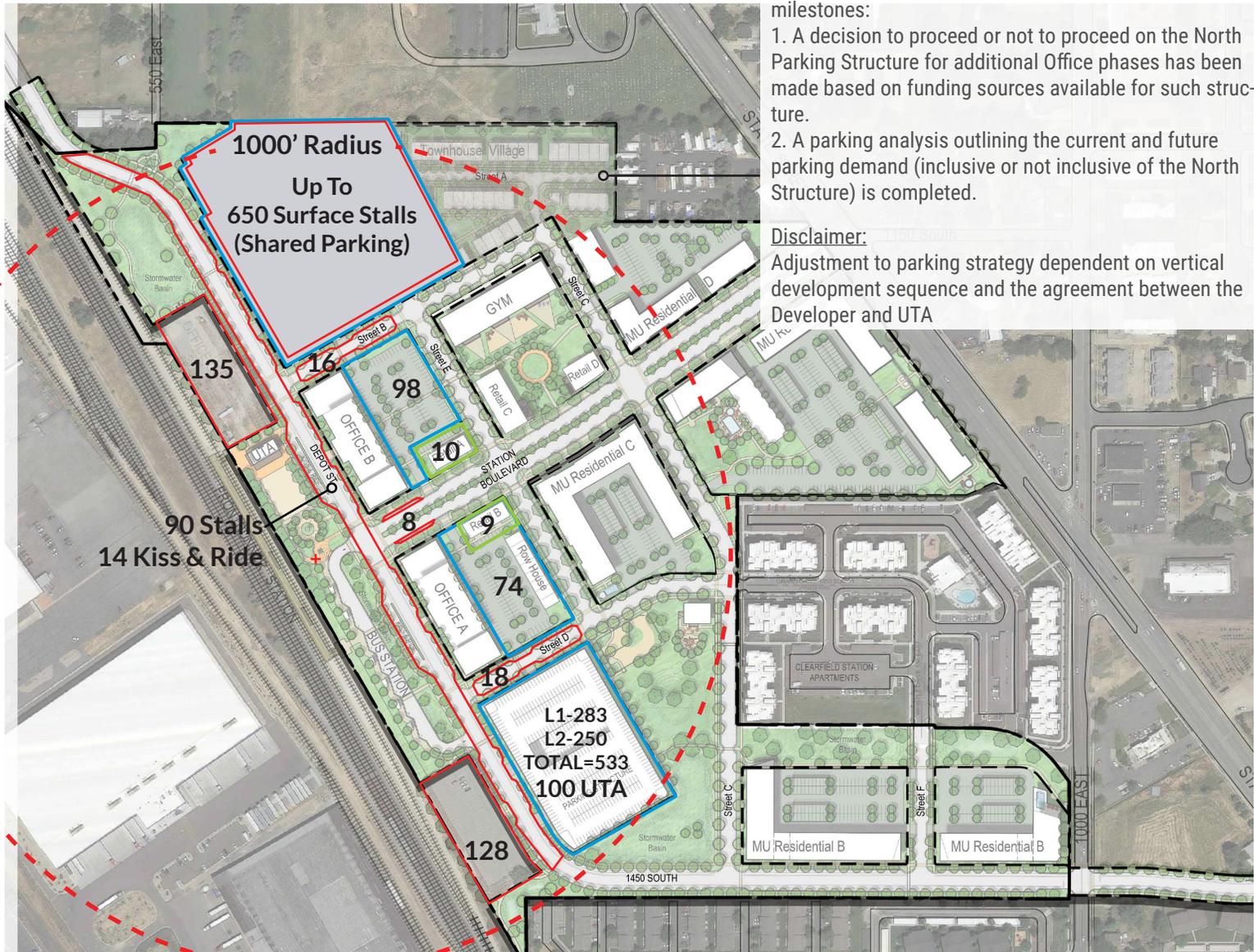
- 607 Office Stalls
- 550 UTA Stalls
- 10 Commercial Stalls
- Under Construction

PARKING

- 343 Non-UTA Street Stalls
- 1,510 Total Stalls



STAGE 3 - PARKING



LEGEND

- 1,064 Office Stalls
- 700 UTA Stalls Max.
- 19 Commercial Stalls

PARKING

- 343 Non-UTA Street Stalls
- 2,126 Total Stalls

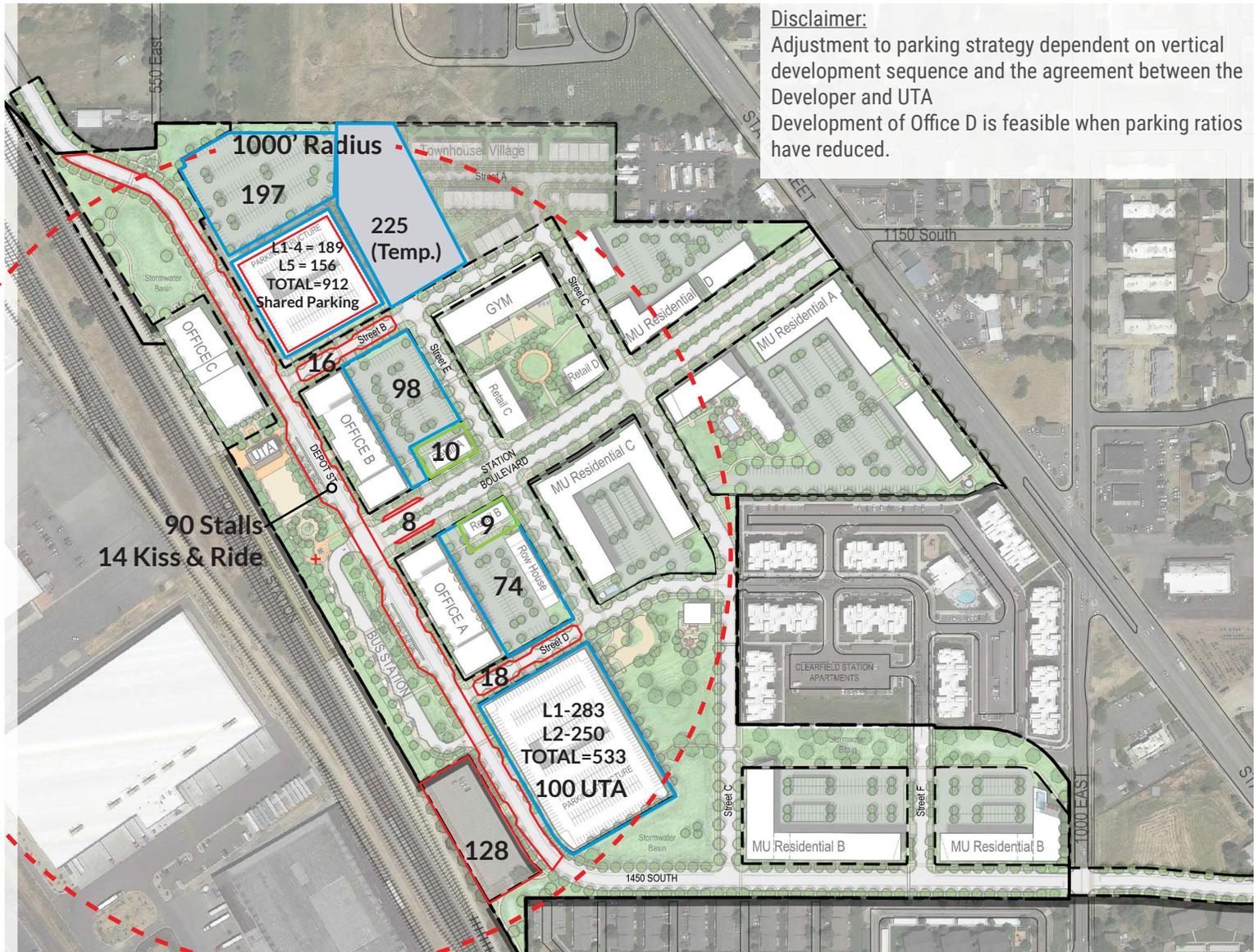
Site Plan design (and thereafter construction) of **Townhouse Village** will not commence until a formal decision to proceed is made, following the completion of the below milestones:

1. A decision to proceed or not to proceed on the North Parking Structure for additional Office phases has been made based on funding sources available for such structure.
2. A parking analysis outlining the current and future parking demand (inclusive or not inclusive of the North Structure) is completed.

Disclaimer:

Adjustment to parking strategy dependent on vertical development sequence and the agreement between the Developer and UTA

STAGE 4 - PARKING



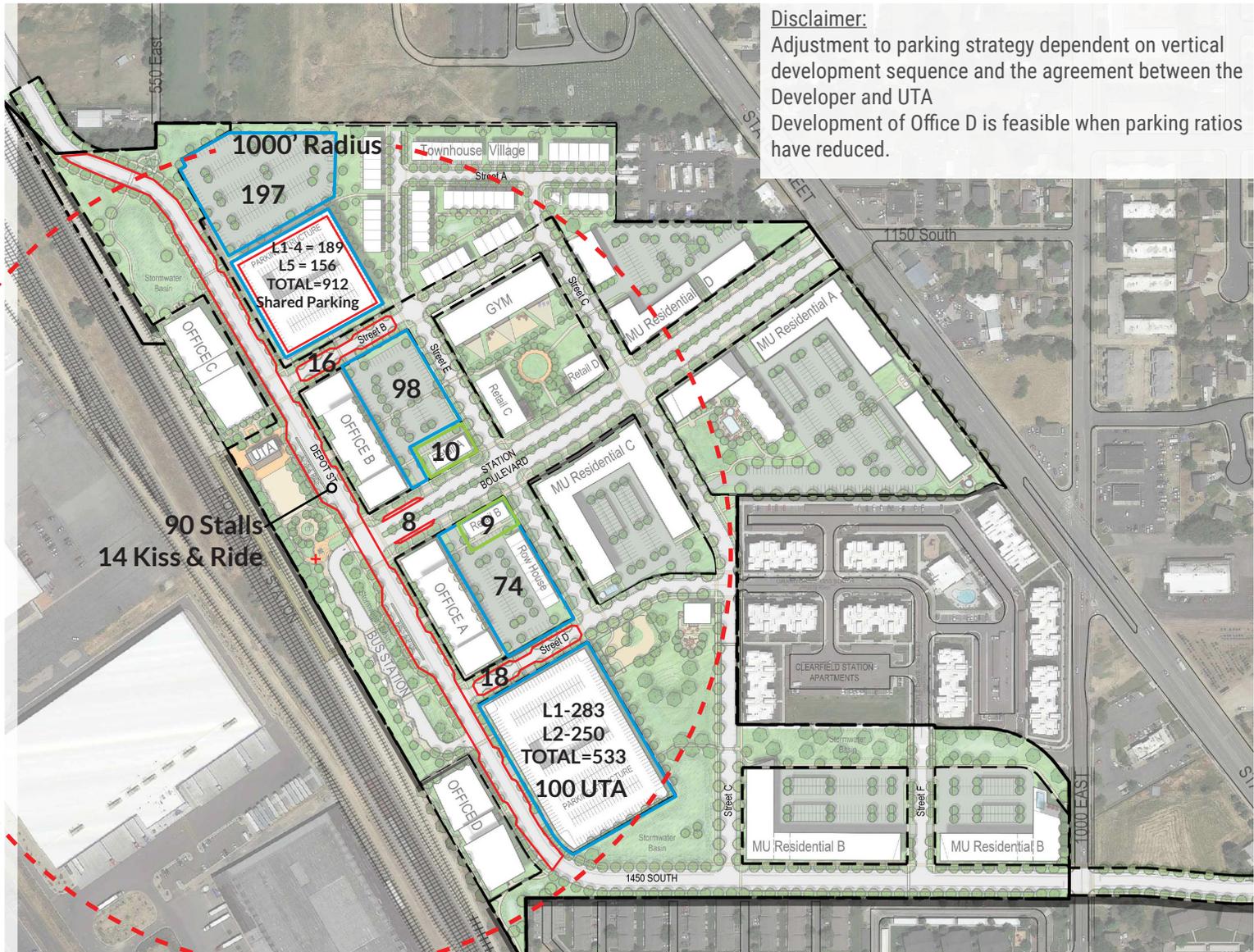
LEGEND

- 1,613 Office Stalls
- 700 UTA Stalls Max.
- 19 Commercial Stalls

PARKING

- 343 Non-UTA Street Stalls
- 2,675 Total Stalls

STAGE 5 - PARKING



LEGEND

1,388 Office Stalls

572 UTA Stalls

19 Commercial Stalls

PARKING

- 343 Non-UTA Street Stalls
- 2,322 Total Stalls



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): William Greene, Chief Financial Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Resolution R2020-12-08 Ratifying the Adoption of the Final 2021 Budget
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-12-08 adopting the Final 2021 Budget
BACKGROUND:	<p>Each year, a final budget is brought forward to the Board of Trustees for adoption. The 2021 budget development process included establishment of budget priorities, evaluation of budget assumptions, presentation of a tentative budget, review and input from the public and the Local Advisory Council, and minor adjustments to the tentative budget. At its December 9, 2020 meeting, the Board of Trustees reviewed and discussed the proposed Final 2021 Budget. Approval of the resolution adopting the Final 2021 Budget is the last step in setting the budget for 2021.</p>
DISCUSSION:	<p>This resolution provides for the adoption of the Final 2021 Budget. Summary information about the Final 2021 Budget is provided in the Resolution's Exhibits A and B, which are attached. More detail is provided in the Tentative Budget Document previously approved by the Board. A list of proposed changes to the Tentative Budget Document will be presented to the Board for their consideration and are attached for reference. Following the Board's approval of the Final 2021 Budget, staff will develop and distribute the Adopted 2021 Budget Document.</p> <p>The Resolution's Exhibit A provides summary information for the operating and capital budgets. Budgetary controls are based upon the classifications provided in this exhibit. Exhibit B provides summary information for the operating budget by Office.</p> <p>Monthly financial reporting for January 2021 and thereafter will include an exhibit which provides budget versus actual financial reporting based upon these classifications.</p> <p>The Final 2021 Budget Book will provide detailed information for the operating and capital budgets.</p>

ALTERNATIVES:	The Board of Trustees may choose to delay approval of the Final 2021 Budget. If the Final 2021 Budget is not approved by December 31, 2020 then the Tentative 2021 Budget serves as the 2021 budget until the Final 2021 Budget is approved.
FISCAL IMPACT:	Approving the Final 2021 Budget establishes operating and capital budgets for 2021.
ATTACHMENTS:	<ol style="list-style-type: none">1) Resolution R2020-12-08, including:<ul style="list-style-type: none">• Exhibit A – Operating and Capital Budget Summaries• Exhibit B – Operating Budget Summary by Office2) Attachment A - Tentative 2021 Budget Document3) Attachment B - Proposed changes to Tentative 2021 Budget Document4) Attachment C – Public Hearing Report Draft (final comments through the end of the hearing period will be sent to the Board and included in the minutes of this meeting).

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY RATIFYING THE ADOPTION OF THE FINAL 2021 BUDGET**

R2019-12-08

December 16, 2020

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

WHEREAS, the Board of Trustees (the "Board") of the Authority is charged by the State of Utah to complete a budget process and establish an annual budget of the Authority; and

WHEREAS, as part of that budget process, the Board approved a tentative budget, provided notice for and held a public hearing, and provided copies of that budget and notice to interested persons and to those entities identified by Statute; and

WHEREAS, on November 18, 2020 the Local Advisory Council reviewed the Authority's tentative budget and provided their consultation and advice to the Board of Trustees; and

WHEREAS, the Board has reviewed the final budget as proposed by the Authority staff, and believes that the final budget reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy; and

WHEREAS, the Board of Trustees desires to establish management and operating goals that are in keeping with the Board's philosophy to provide leadership and governance to the Authority.

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

1. That the Board hereby ratifies the adoption of the Authority's Final 2021 Budget, a copy of which is attached to this Resolution as Exhibit A.
2. That the 2021 monthly financial reports shall also include budget versus actual comparisons based upon the operating budget classifications attached to this Resolution as Exhibit B.
3. That this Resolution stay in full force and effect until superseded by further action of the Board.

4. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary to give effect to this Resolution.

5. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 16th day of December 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

56A00BC7C401402...

Legal Counsel

Exhibit A

(Final 2021 Operating and Capital Budget)

UTAH TRANSIT AUTHORITY
2021 FINAL OPERATING BUDGET
December 16, 2020

Exhibit A

<u>Revenue</u>	Final 2021 Budget
1 Sales Tax	\$ 364,088,000
2 Federal Preventative Maintenance	70,500,000
3 Passenger Revenue	31,979,000
4 Advertising	1,363,000
5 Investment Income	4,649,000
6 Other Revenues	10,821,000
7 CARES Act Funding	<u>101,000,000</u>
8 Total Revenue	584,400,000
<u>Operating Expense</u>	
9 Bus	107,925,000
10 Commuter Rail	28,921,000
11 Light Rail	55,405,000
12 Paratransit Service	24,025,000
13 Rideshare/Vanpool	3,645,000
14 Operations Support	53,541,000
15 General & Administrative	40,129,000
16 Planning/Capital Support	6,393,000
17 Non-Departmental	<u>6,562,000</u>
18 Total Operating Expense	326,546,000
<u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>	
19 Principal and Interest	146,075,000
20 Contribution to Reserves	3,997,000
21 Transfer to Capital	<u>107,782,000</u>
22 Total Debt Service and Reserves	257,854,000
23 Total Expense	\$ 584,400,000

UTAH TRANSIT AUTHORITY
2021 FINAL CAPITAL BUDGET - SUMMARY
December 16, 2020

Exhibit A

	Final 2021 Budget
<u>Funding Sources</u>	
24 UTA Current Year Funding	128,020,000
25 Grants	75,793,000
26 Local Partner Contributions	24,533,000
27 State Contribution	9,214,000
28 Leasing	<u>18,059,000</u>
29 Total Funding Sources	255,619,000
<u>Expense</u>	
30 Depot District	32,400,000
31 Ogden/Weber BRT	52,581,000
32 Airport Station Relocation	7,000,000
33 State of Good Repair	23,625,000
34 Other Capital Projects	<u>140,013,000</u>
35 Total Expense	\$ 255,619,000

Exhibit B

(Final 2021 Operating Budget by Office)

**UTAH TRANSIT AUTHORITY
2021 OPERATING BUDGET
December 16, 2020**

Exhibit B

	<u>Final 2021 Budget</u>	
<u>Revenue</u>		
1 Sales Tax	\$ 364,088,000	
2 Federal Preventative Maintenance	70,500,000	
3 Passenger Revenue	31,979,000	
4 Advertising	1,363,000	
5 Investment Income	4,649,000	
6 Other Revenues	10,821,000	
7 CARES Act Funding	101,000,000	
8 Total Revenue	<u>\$ 584,400,000</u>	
<u>Operating Expense</u>		
9 Board of Trustees	\$ 2,720,000	<u>FTE</u> 13.5
10 Executive Director	7,891,000	37.5
11 Operations	252,512,000	2,224.7
12 Finance	13,863,000	105.1
13 People Office	8,028,000	59.5
14 Enterprise Strategy	19,881,000	105.0
15 Planning & Engagement	10,649,000	72.5
16 Service Development	4,440,000	32.0
17 Non-Departmental	6,562,000	-
18 Total Operations	<u>326,546,000</u>	<u>2,649.8</u>
19 Debt Service	146,075,000	
20 Contribution to Reserves	3,997,000	
21 Transfer to Capital Budget	107,782,000	
22 Total Final 2021 Operating Budget	<u>\$ 584,400,000</u>	<u>2,649.8</u>

Utah Transit Authority
Tentative Budget Document
2021



Message from Executive Director



The 2021 UTA operating budget and the five-year capital plan reflect UTA's response to the COVID-19 pandemic and provide essential transit services to support the regional recovery. I am extremely proud of our employees who have risen to the challenge of these difficult times and deliver critical service for those that rely on transit most. I thank the front-line operators, maintenance workers and support staff that demonstrate incredible commitment, ingenuity and dedication to our customers and the ongoing care of our system.

In April 2020, UTA took decisive action to cut our service levels in half as ridership dropped 70 percent systemwide. The modified service plan focused on providing core service while prioritizing the health and safety of employees and customers. In August 2020, armed with ridership and performance data, feedback from our customers and stakeholders, and forecasts for regional economic conditions, we worked with the Board of Trustees to develop a plan to restore service levels to 91 percent of pre-pandemic levels. The service adjustments were tailored to reflect the emerging travel needs of our customers and accommodate social distancing. We also designed the current service plan to provide flexibility with capacity that will support the regional recovery.

In 2020, the federal government allocated \$187 million in federal relief funding through a CARES Act grant to buffer revenue losses and sustain transit agencies' ability to provide essential transit service. UTA used these grant funds in 2020 to support operating costs and offset revenue losses. We will continue to use the CARES Act grant funds through 2021 to support the 2021 operating and capital budgets and provide for the long-term viability of the system.

The budget includes \$327 million in operating expenses and \$256 million of capital investment to fund the provision of safe, convenient, reliable service and targeted investments in our infrastructure. The budget leverages federal and local contributions from our partners that make up nearly one-half of the capital program. UTA also utilizes about \$70 million received from the Federal Transit Administration each year for preventive maintenance of the revenue vehicle fleet and system infrastructure.

The \$256 million in the 2021 capital budget and the \$1 billion five-year plan focuses on systemwide safety and reliability and our ongoing commitment to maintaining a state of good repair for our revenue vehicles, infrastructure, and supporting systems. The capital plan also:

- Funds the new Depot District facility to meet the future needs of the system
- Completes the Ogden-Weber State bus rapid transit (BRT) line providing regional connectivity
- Outlines the potential future construction of the proposed Mid-valley and Davis-Salt Lake City bus rapid transit (BRT) lines
- Completes the \$23 million relocation of the Airport TRAX station as part of the \$4 billion renovation at the Salt Lake City International Airport





Backstopped by the incredibly resilient Utah economy and infusion of CARES Act funds, the 2021 Budget sustains the service plan adopted in August and supports the region’s economic recovery as the pandemic subsides. We will continue to work closely with our regional partners, elected officials, and customers to emerge from these difficult times with energy and optimism for the future of the system.

Together with our employees, the Board of Trustees, and our community partners, we look forward to continuing to provide our customers, safe, reliable, and convenient transit service for the region.



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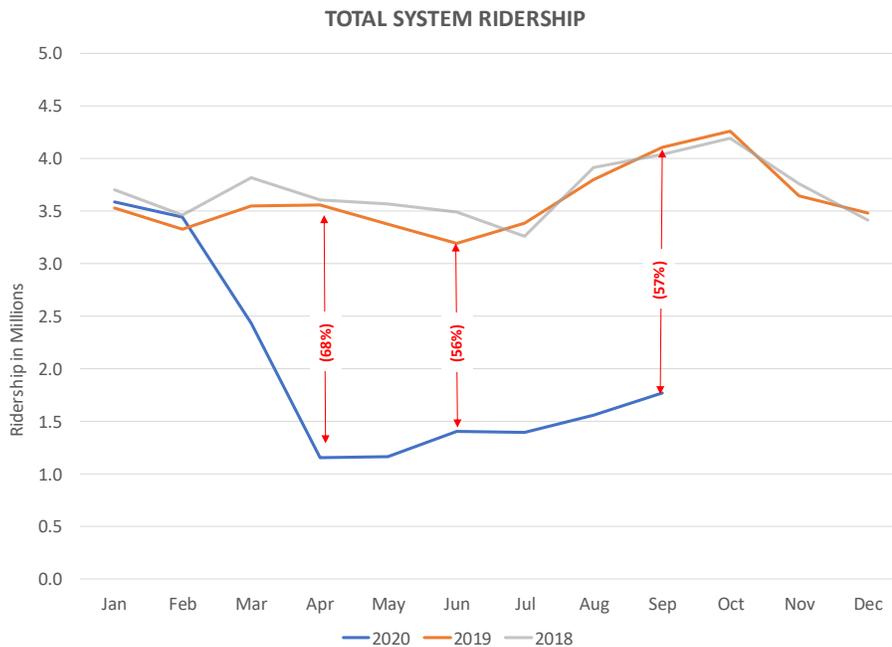
2021 Tentative Budget Overview

The Utah Transit Authority's 2021 Budget was developed in an environment of historic economic uncertainty. The Operating budget reflects current national, state and regional economic projections and UTA's service and operating plans in response to the COVID-19 pandemic. It also allows the agency to provide safe, secure and reliable service while maintaining the capacity and capability to respond to the evolving needs of our

customers and the communities we serve.

On April 5, 2020, in order to limit the spread of the COVID-19 virus, keep customers and employees safe, respond to dramatic losses in ridership and fares, and react to projected steep reductions in sales tax revenues, UTA enacted service changes that:

- Reduced trip frequencies and span of service on bus, TRAX and FrontRunner service
- Suspended some commuter bus routes
- Ended Saturday FrontRunner service early



With these service changes and in addition to regular daily vehicle and station cleaning, UTA also implemented additional disinfecting and social distancing measures to keep riders and employees safe, including:

- Daily disinfecting of vehicles, stations and facilities
- Providing hand sanitizer to Bus Operators
- Discontinued the practice of having bus operators and Transit Police officers handling passes and conducting visual fare inspections only
- To support social distancing guidelines, UTA moved the yellow passenger line back on buses to provide six feet between operators and riders
- Posted signs on buses advising riders to board through the rear doors
- Allowing passengers who utilize the ramps or require ADA assistance to board through the front door



For more information on UTA’s comprehensive response to the COVID-19 pandemic visit our website at www.rideuta.com/recovery

Four months later, on August 23, 2020 as a result of increasing ridership numbers, public feedback, and changes regarding COVID policies, much of the service that was changed or reduced in April was restored, or even improved, beyond pre-COVID levels. As a result of the August changes, UTA service levels were restored to about 91% of what it was before the pandemic.

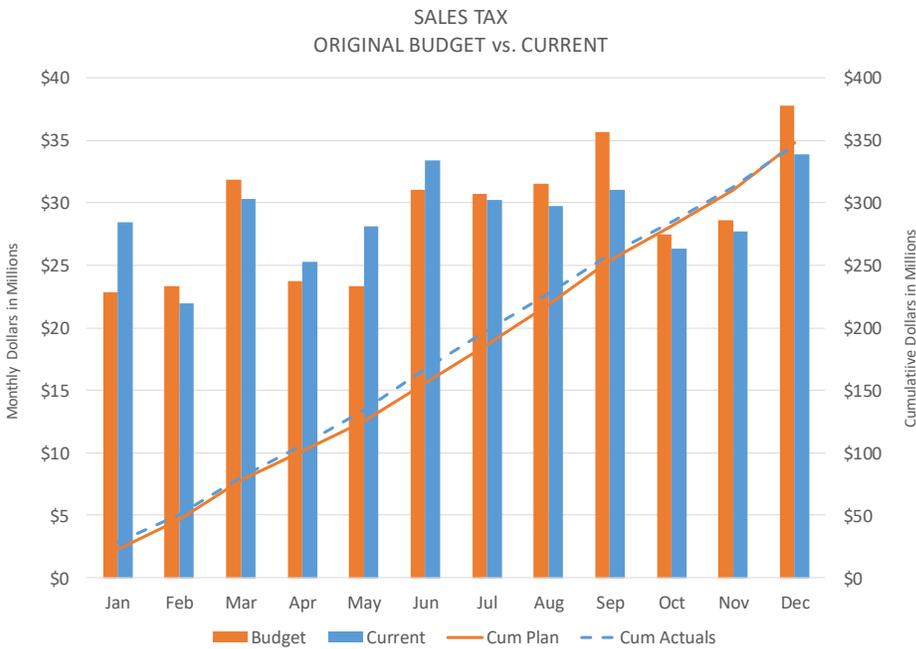
The 2021 budget request assumes continuation of the service levels implemented on August 23, 2020.



¹ TRAX service miles based on train car miles. In order to effect social distancing, UTA added cars to the operating trainsets, thereby increasing the service miles.

² In response to ridership decreases on FrontRunner, UTA reduced the number of cars in operating trainsets, thereby reducing the service miles.





SALES TAX

“Utah’s economy ranks as the best of any state. At a time when COVID-19 has sent unemployment soaring into the double digits across much of the country, Utah’s monthly jobless rate stands at 5.1%, less than half the 11.1% national unemployment rate for June.

Even before the coronavirus hit American shores, economic conditions in Utah were far stronger than they were in most of the country. From the first quarter in 2015 through the first quarter in 2020, Utah’s economy grew at an annual rate of 3.4%, compared to the 1.9% national GDP

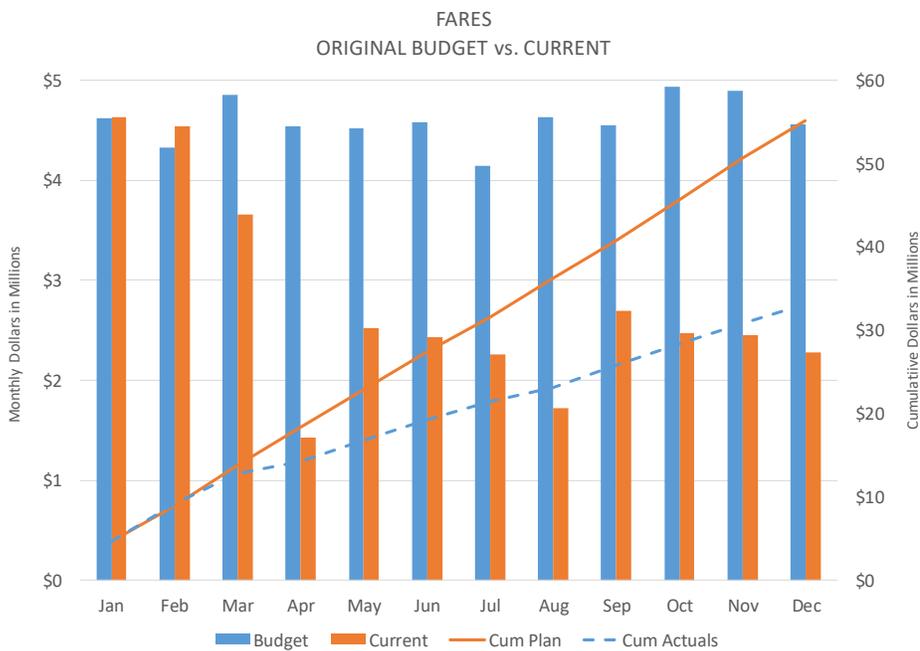
growth rate. Utah is one of only seven states with a poverty rate below 10%.”³

The economy in the UTA service area has been strong during the COVID-19 pandemic. Through July 2020, sales tax receipts that comprise over 60 percent of UTA’s operating revenues are about 13 percent or \$20 million higher than for the same period in 2019.

Sales tax assumptions supporting the 2021 budget request were developed based on 2020 actuals and projections from the Governor’s Office of Management and Budget. Sales taxes for 2021 are assumed to increase five percent over 2020 projections - \$364 million.

³From 24/7 Wall Street August 25, 2020
<https://247wallst.com/special-report/2020/08/25/the-states-with-the-best-and-worst-economies-4/2/>





PASSENGER REVENUES

2020 fares are projected to be about \$22 million lower than the adopted 2020 budget for fares.

The 2021 projection for fares is about \$1.5 million lower than the current forecast for 2020 fares - \$32 million. This is the result of projecting current lower fare revenues over 12 months. The 2020 projection includes three months of pre-COVID fare collections

CARES ACT FUNDING

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. FTA allocated \$25 billion to recipients of urbanized area and rural area formula funds. Funding is provided at a 100-percent federal share, with no local match required, and is available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. Operating expenses incurred beginning on January 20, 2020 are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

UTA acted quickly and secured a grant for \$187.2 million to support ongoing operating, maintenance and capital costs. Based on current projections, UTA will be reimbursed by FTA for approximately \$87 million in 2020 and will exhaust the remaining \$100 million in grant funds in 2021.

This funding has been a lifeline for UTA and has allowed the agency to offset losses in fare revenues, avoid layoffs and retain operators and other vital staff necessary to support current levels of service with social distancing and position UTA for service restoration as the pandemic recedes.





- **Operating Expense Projections**

- 91% of Pre-COVID Service Levels
- \$6.5 million is proposed in this budget to fund emerging needs as the region continues to react to and recover from the pandemic
- Increase of 12 FTE for service employees to support additional cleaning, sanitizing, and disinfecting protocols

- **Capital Expenditures**

- Includes \$32.4 million of construction costs for the Depot District maintenance facility
- \$52.6 million for the Ogden/Weber State University BRT (assumes FTA funding)
- \$7.0 million for the Airport TRAX station relocation
- \$16 million for information technology improvements and state of good repair
- Applies \$23.6 million toward rail maintenance infrastructure investment in a state of good repair
- Other capital is directed toward first/last mile projects throughout the service area, double tracking a portion commuter rail in northern Utah County, addition of end of line facilities, bus stop improvements, TRAX seat replacements and wayfinding improvements



2021 Tentative Budget Key Assumptions and Sources and Uses

Early in the 2021 budget process, staff began identifying key assumptions that would assist in the development of the 2021 budget. Initial assumptions from June were re-evaluated in August and presented to the Board of Trustees and the Local Advisory Council in September and October for their review. The key assumptions and rationale for the assumptions are provided below.

SOURCES

Sales Tax Revenues - \$364.1 million:

Budget assumes a five percent increase over 2020 projected sales tax collections. The estimate is informed by long-term trends in sales tax growth and State of Utah 2020 and 2021 tax growth projections from the Governor's Office of Management and Budget.

Fares – \$32.0 million:

Slow ridership recovery and resulting lower fare collections due to ongoing COVID-19 impacts are projected in 2021. The budget assumes a four percent reduction in fare revenue from projected 2020 levels. The 2021 budget reflects lower anticipated first quarter collections in 2021 as compared to 2020. The budget of \$32 million reflects a 42 percent reduction in fare revenues from pre-pandemic 2019 levels.

Federal Operating Revenue – \$70.5 million

The budget assumes a slight increase (four percent) over 2020 levels for the federal formula driven programs, that fund preventive maintenance of UTA's revenue vehicles and its facilities.

Other Operating Revenue - \$16.8 million:

Other Operating Revenue is budgeted to decline somewhat from projected 2020 budget Other Revenue. This drop is primarily driven by lower advertising revenues and investment earnings driven by the economic impact of COVID-19.

CARES Act Funding - \$101 million:

UTA received \$187.2 million in FTA Section 5307 CARES Act Funds. It is anticipated that UTA will spend \$86.2 million of these grant funds in 2020. The 2021 budget programs the remaining \$101 million for support of operating and capital programs. UTA will draw down all grant funds in 2021.

Federal and Local Capital Revenue - \$75.8 million:

The budget assumes \$75.8 million in existing or anticipated federal and local grants for 2021.

- \$42.5 million for Ogden BRT
- \$9.9 million for UTA Depot District maintenance facility
- \$5.2 million for Tiger grants for "Last Mile" transportation projects
- Balance of amount spread among many smaller projects



USES

Debt Service - \$143.8 million:

Includes \$39.2 million in principal and \$96.6 million in interest and includes the estimated debt service associated with the April 2020 refinancing of the 2012 bonds. This budget also reflects the ongoing offset of \$8.9 million from the federal interest subsidy related to the Build America Bonds issued in 2012.

Estimate payment to Utah County under the 2018 interlocal agreement for principal and interest on the UVX BRT is \$6.9 million.

Capital Leases - \$9.9 million:

The budget assumes \$9.9 million in lease payments for revenue vehicles and Salt Lake City service vehicles.

Employee Compensation and Benefits - \$233.6 million:

The 2021 budget reflects a one percent increase over the 2020 budget. The 2021 budget includes a 2.64 percent increase for salaries and wages and 3.87 percent for benefits. This is consistent with the terms of the recently ratified ATU bargaining agreement.

Fuel - \$15.9 million:

Fuel is budgeted 22 percent or \$4.4 million lower than 2020. Approximately \$3 million (68 percent) of this reduction is related to lower consumption and \$1.4 million is due to updated assumptions for 2021 fuel costs. The 2021 budget assumes \$2.25/gallon for diesel (\$2.50 in 2020) and \$2.15/gallon for gasoline (\$2.34 in 2020). There is no change in the assumptions for CNG.

Utilities - \$12 million:

Includes electricity and propulsion power. No rate changes are expected for 2021 with consumption expected to remain steady.

Parts - \$20.7 million:

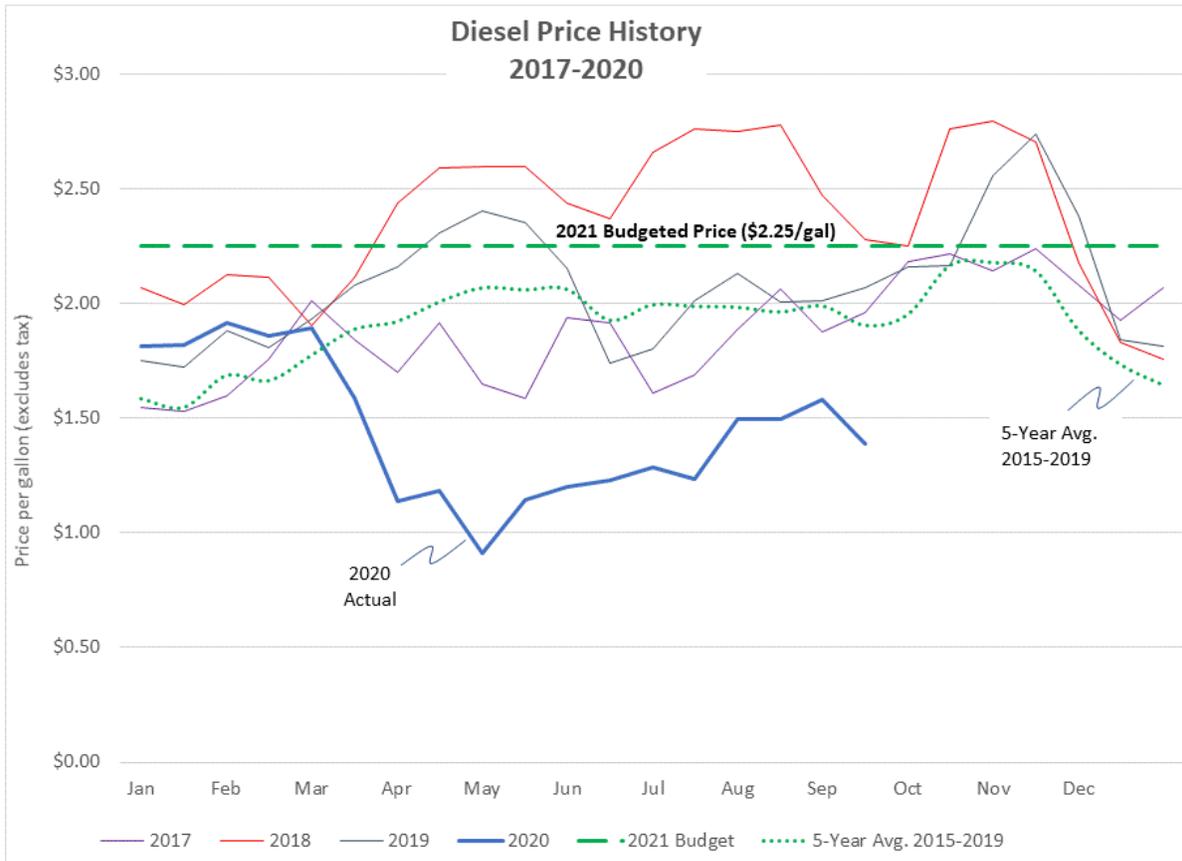
2021 budget reflects a \$1 million (five percent) increase over 2020 budget primarily due to increases in light rail parts and pandemic supplies.

Other O&M Costs - \$22.2 million

This 2021 budgeted amount represents a \$5 million (27 percent) increase over 2020 levels. The increase is attributable to the creation of a non-departmental cost center to fund emerging needs as the region continues to react to and recover from the pandemic.

State of Good Repair – \$61.6 million: In accordance with national efforts to bring all transit systems into a state of good repair, UTA has allocated \$61.6 million of its capital budget toward vehicle replacements, technology replacements and upgrades, facility maintenance, rail vehicle overhauls, and rail system replacements.





Revenues

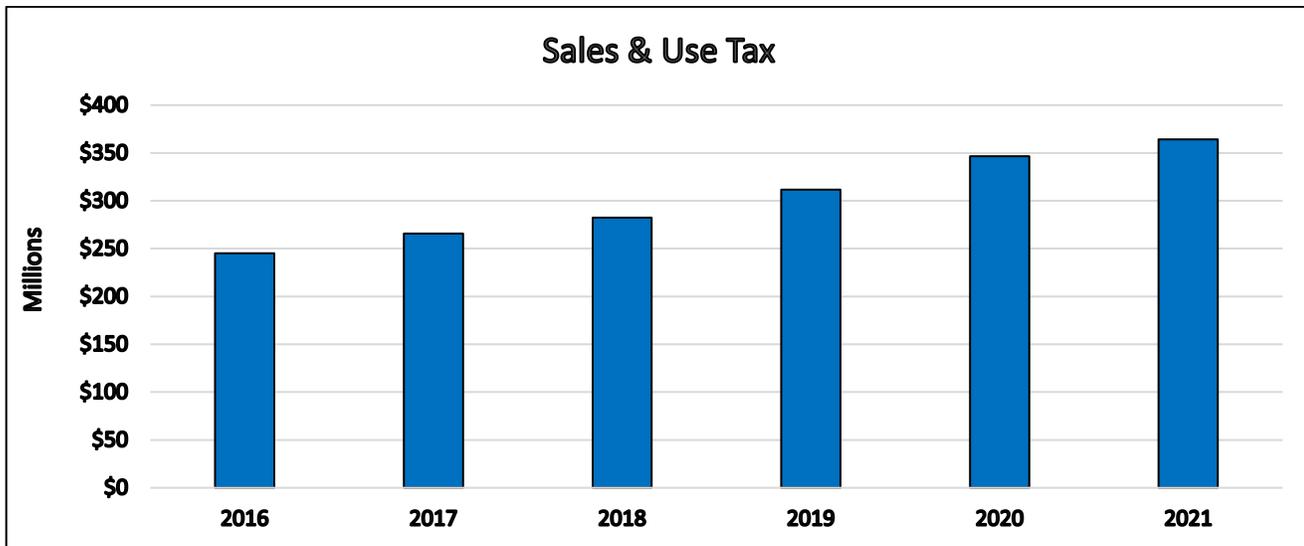
Source: Sales and Use Tax

The largest operating source of revenue for the Authority is a local sales tax, which is imposed by the individual jurisdictions within the service area of the Authority. In July 2019, the Salt Lake County Council and the Utah County Commission approved increasing their tax rate by 0.25 percent with 0.10 percent dedicated to UTA. Accordingly, the 2020 budget reflects a full year of collections from these sales taxes.

UTA’s sales tax is applied by each jurisdiction within the service area to gross taxable sales within the service district. From 2004 through 2019, gross taxable sales have grown by an average of 6.9%. Although year over year sales tax growth is 6.6% through July 2021 collections, UTA is assuming average tax growth for 2021 will be 5.0%. Based on these assumptions and actual tax collections through July, UTA is projecting 2021 sales tax collections to be \$364 million.

Year	2016	2017	2018	2019	2020*	2021*
Sales Tax	\$227,703,000	\$245,008,000	\$265,770,00	\$298,640,000	\$346,751,00	\$364,088,000

*Budget/Projected



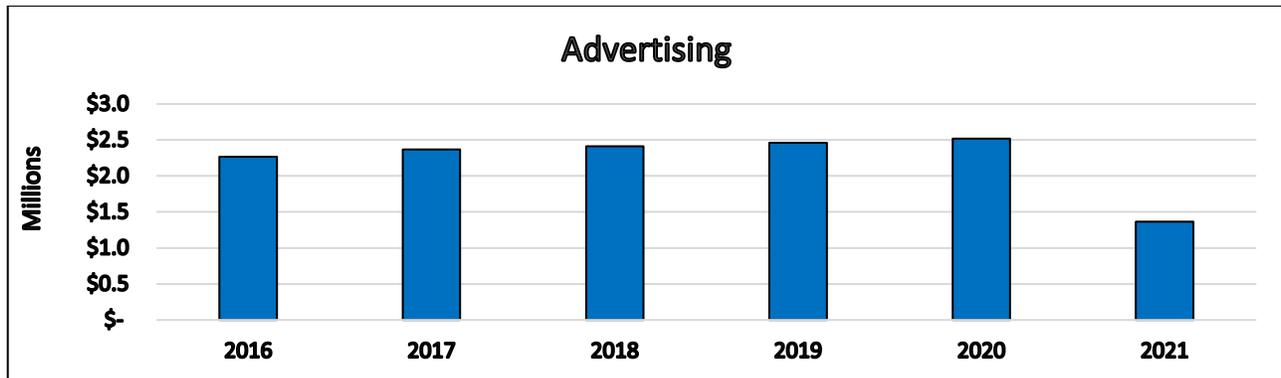
Revenues (continued)

Source: Advertising

Advertising revenues for the Authority comes from the lease of exterior space on the sides and rear of the bus and light rail vehicles. The compound annual growth rate for advertising over the last four years has been somewhat flat. For 2021 advertising is projected to produce \$1.36 million, a decrease due to the economic conditions related to the impact of COVID-19.

Year	2016	2017	2018	2019	2020*	2021*
Advertising	\$2,267,000	\$2,367,000	\$2,413,000	\$2,463,000	\$2,517,000	\$1,363,000

* Budget/Projected



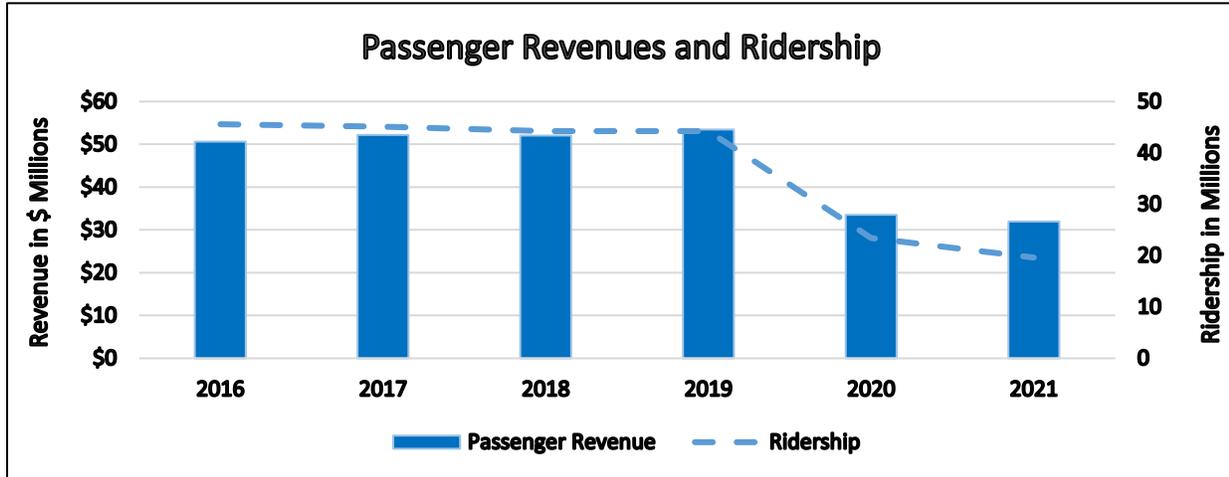
Source: Passenger Revenue

Since 2013, the Authority's base fare has been \$2.50. Fares range from \$1.25 for senior citizens to \$5.50 for premium express service. Although ridership has declined since 2015, the average revenue per ride has increased from \$1.12 to \$1.18. Additional service in Salt Lake City and Salt Lake County, a micro-transit pilot in Southwest Salt Lake County, and continued population and employment growth, will all contribute to an increase in passenger revenues. Due to the current economic conditions and impacts of COVID-19, UTA's projected 2020 passenger revenues are \$33.5 million with 2021 being projected at \$32 million.

Year	2016	2017	2018	2019	2020*	2021*
Passenger Revenue	\$50,624,000	\$52,159,000	\$52,052,000	\$52,649,000	\$33,511,000	\$31,979,000
Ridership*	45,572,702	45,119,782	44,216,695	44,239,223	23,436,211	19,611,896

* Budget/Projected



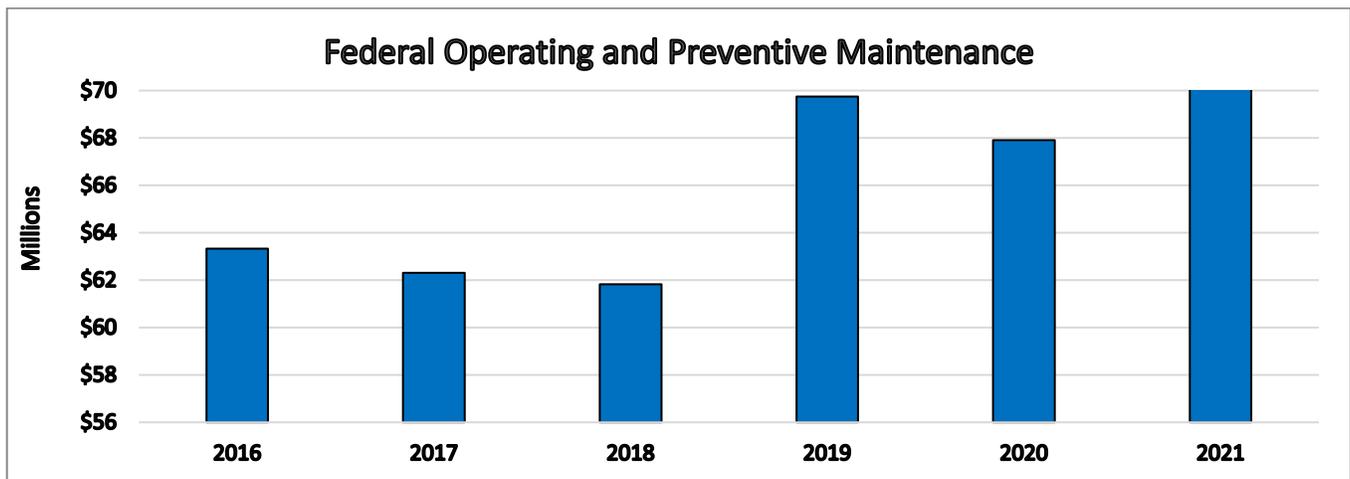


Source: Federal Operating and Preventive Maintenance Revenue Grants

In 2016 the Transportation Bill, Fixing Americas’ Surface Transportation (FAST) was approved by Congress. FAST allows the Authority to use formula funds for preventive maintenance. These formula funds may be used to cover up to 80% of preventive maintenance costs. After operating additional TRAX lines/extensions for 7 years UTA qualified for additional formula funds.

Year	2016	2017	2018	2019	2020*	2021*
Operating Grants	\$63,335,000	\$62,314,000	\$61,821,000	\$69,746,000	\$67,911,000	\$70,507,000

* Budget/Projected

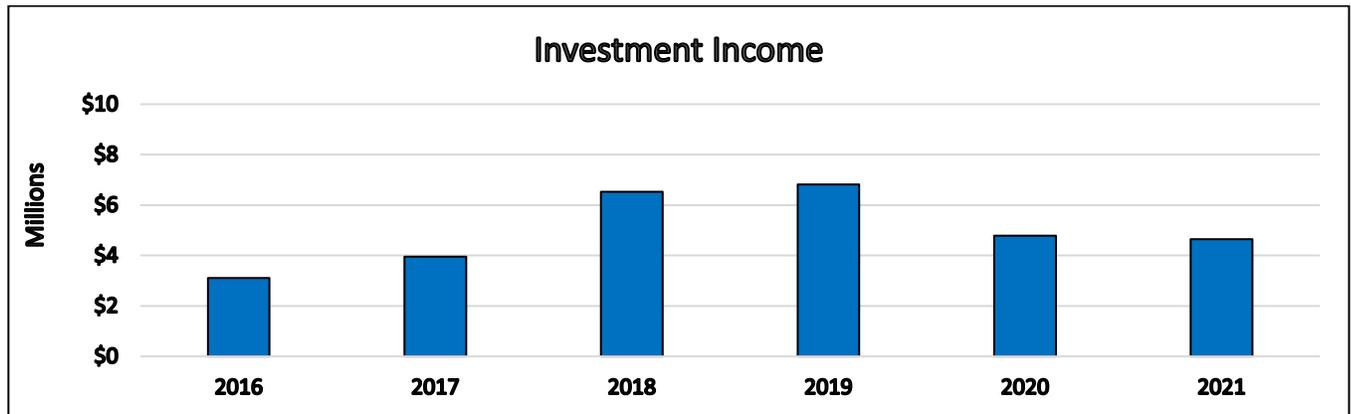


Source: Investment Income

Interest income consists of interest earned on invested operating funds not yet expended and funds held for future capital expenditures. Some of the Authority's funds are invested with the Public Treasurers Investment Fund managed by the State Treasurer's office; others are placed in investments that can yield a higher interest but are still secure.

Interest rates have fallen below the 2020 projection of 3.55%. An approximate rate of 2.95% is applied to projected reserve accounts in the 2020 Transit Development Plan. Due to the current economic conditions and impacts of COVID-19, UTA's projected 2020 investment revenues are \$4.79 million with 2021 being projected at \$4.65 million.

Year	2016	2017	2018	2019	2020*	2021*
Investment Income	\$3,108,000	\$3,955,000	\$6,526,000	\$6,822,000	\$4,794,000	\$4,649,000

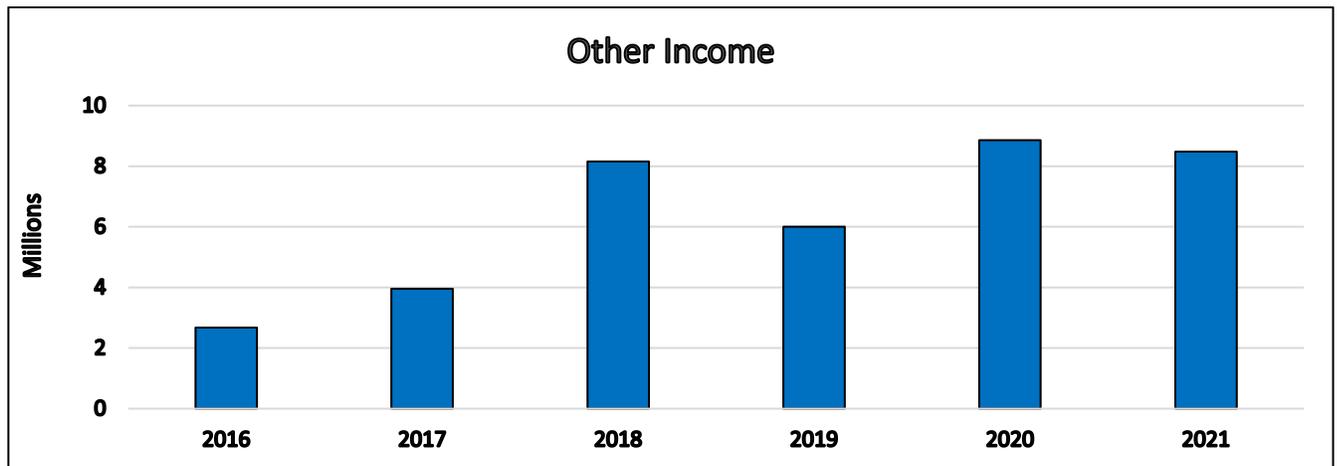


Source: Other Income

Other income for 2021 consists of \$4.3 million from Salt Lake City for enhanced bus service, \$0.5 million from Salt Lake County for enhanced transit services, a \$2.1 million sales tax distribution from the Utah Department of Transportation, \$1.1 million from property fees, and \$0.3 million from transit-oriented development revenues.

Year	2016	2017	2018	2019	2020*	2021*
Other Income	\$3,108,000	\$3,954,000	\$8,156,000	\$6,001,000	\$8,858,000	\$10,663,000

* Budget

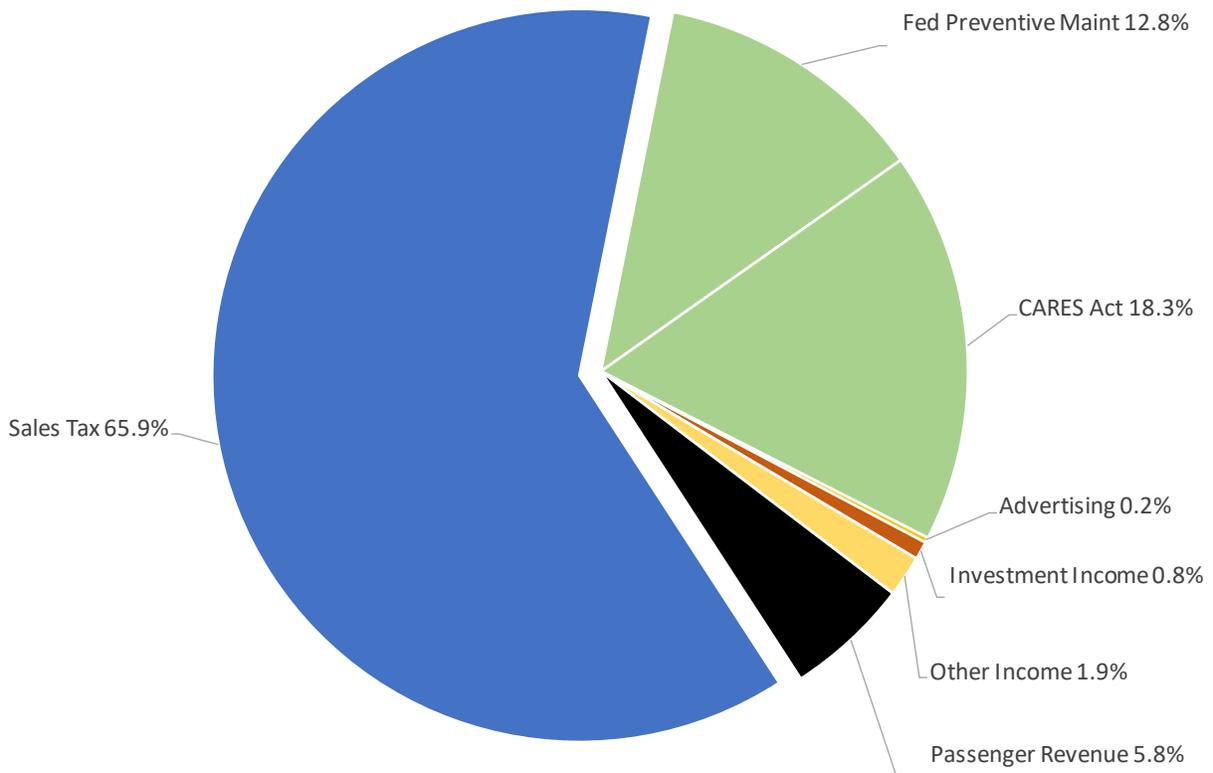


2021 OPERATING REVENUES

UTA reports as a single enterprise fund and all revenues are deposited in the UTA Operating Fund. Within this enterprise fund, UTA maintains two budgets – one for operations and one for capital. Transfers from the enterprise fund to the Capital program are made as necessary to support investment in the system.

Sales tax revenue at \$364.1 million, or 66% of total revenues, represents the largest funding source for the 2021 budget. CARES Act funding totals \$101 million, Federal preventive maintenance totals \$70.5 million, and passenger revenues total \$32.0 million. Other revenues include, in order of magnitude, investment income, local support, advertising, and other fees.

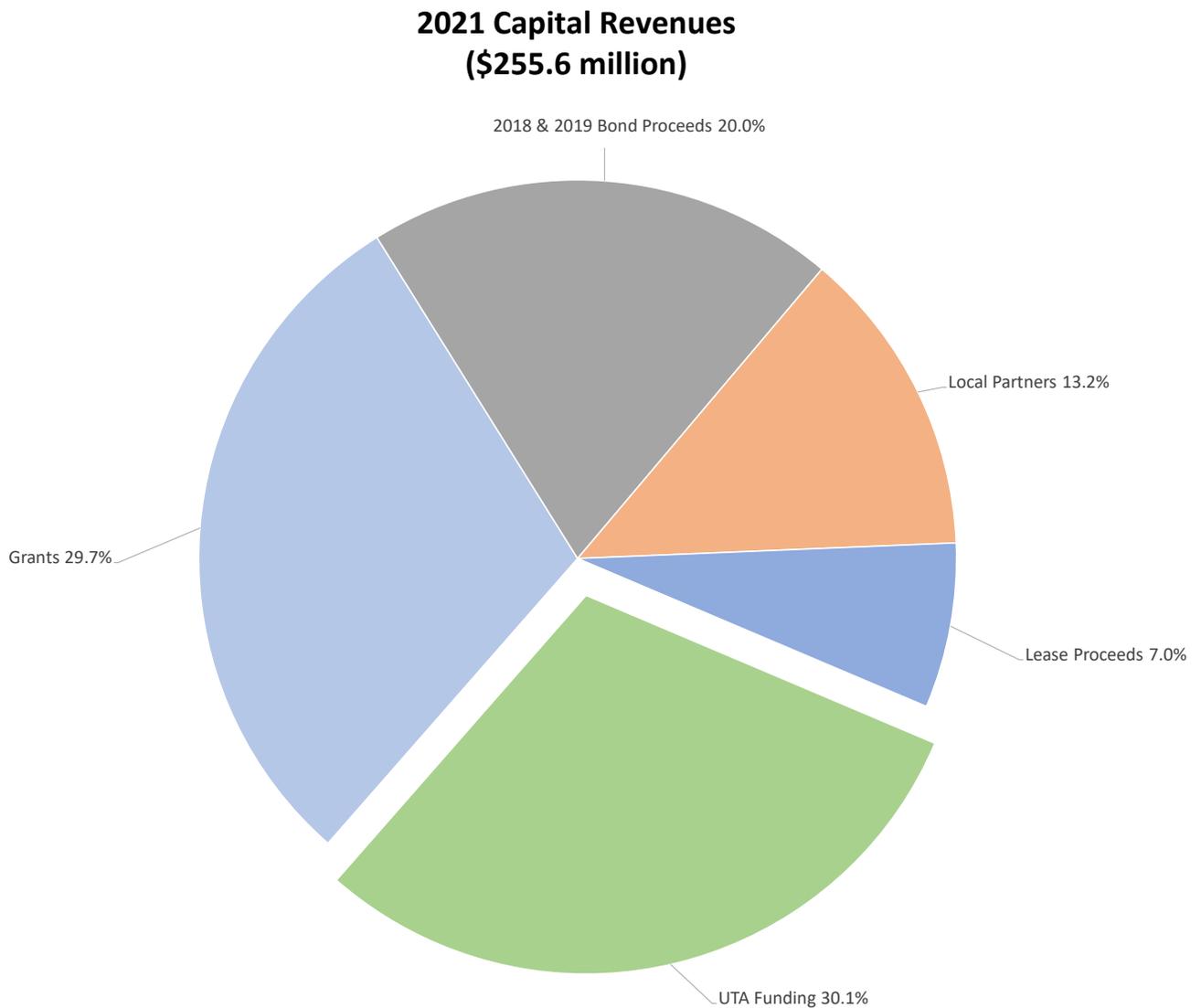
**2021 Operating Revenues
(\$584.4 million)**



CAPITAL REVENUES

2021 Capital grants are anticipated to provide \$75.8 million with local partners and the State of Utah providing \$33.7 million. Lease proceeds are estimated at \$18 million. Bonds issued in 2018 and 2019 provide \$51.2 million of proceeds that will be used in 2021.

There is also a transfer of \$76.8 million in UTA revenues from UTA's Operating Fund to support the 2021 Capital Program.



2021 Capital Budget Funding Sources

Utah Transit Authority 2021 Tentative Capital Budget		2021 Capital
Funding Sources		
UTA Funding		\$ 128,073,000
Grants		75,793,000
Local Partner Contribution		24,533,000
Leasing		18,006,000
State Contribution		9,214,000
		\$ 255,619,000
Capital Uses		
Ogden/Weber State University BRT		\$ 52,581,000
Depot District Bus Maintenance Facility		32,400,000
Airport TRAX Station Relocation		7,000,000
State of Good Repair Projects - Light rail overhaul, bus replacement, rail locomotive engine rebuilds, rail replacement, facility maintenance, bus engine replacements, bus validator replacement, passenger information signs, and safety enhancements		78,738,000
Other Capital Projects - First/last mile improvements, Box Elder right-of-way, Northern Utah County double track, bus stop improvements, wayfinding, and end-of-line facilities.		84,900,000
Total Capital Uses		\$ 255,619,000



2021 Debt Service Detail

2021 Debt Service (000's)	Amounts	Totals
Interest on Bonds	\$ 96,629	
Interest Subsidy (Build America Bonds)	(8,870)	
Net Interest	87,759	
Principal on Bonds	39,165	
Net Bond Principal and Interest		126,924
Lease Payments on Revenue Service Vehicles	9,406	
Principal and Interest to Utah County	6,949	
Salt Lake City Bus Lease	497	16,852
Total 2021 Debt Service		<u>\$ 143,775</u>

UTA continues to look for opportunities to refund bonds when possible in the future. The net present value saving from the 2019, 2020, and 2020B refundings is approximately \$20.3 million. These refundings also unrestricted debt reserve funds, changed principal payments, and restructured the debt to lower maximum annual debt service in 2029 through 2039.

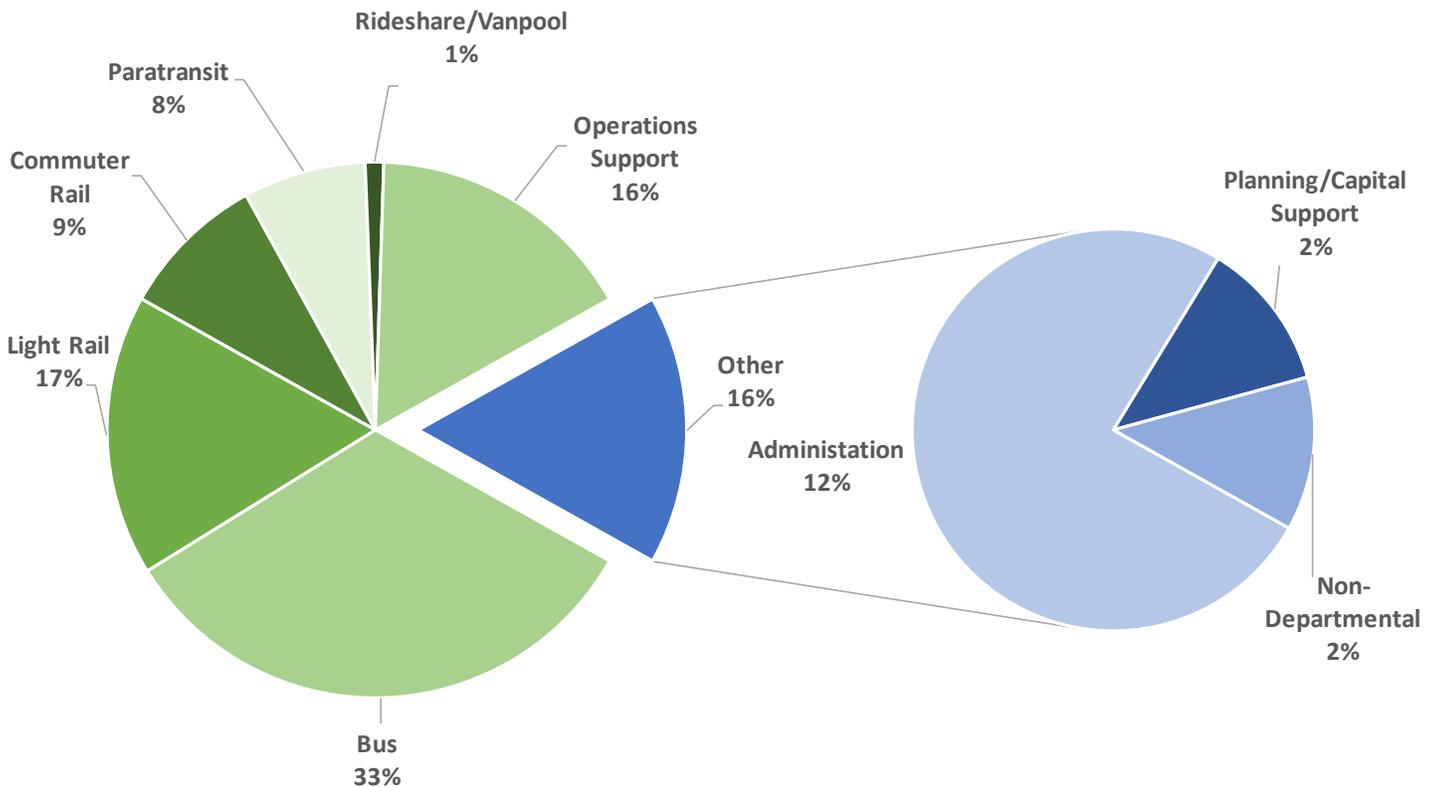


2021 TENTATIVE OPERATING BUDGET

The 2021 Tentative Operating Budget includes over \$273 million for operations and maintenance of the system, or 84 percent of the 2021 budget request. These functions are represented in the green shaded segments in the graph below.

The other functions (blue segments comprising 16 percent) include Administration, Planning/Capital Support and \$6.5 million set aside to fund emerging needs as UTA and the region react to and recover from the pandemic. Administration includes executive leadership and support, human capital management, payroll, accounting, purchasing and other finance functions, service development, information technology, strategic planning, continuous improvement, data management, and other functions that support the delivery of service.

**2021 Tentative Operating Budget
(\$326.5 million)**



2021 Tentative Operations Budget: Expense Projections

	FY 2020 Budget	FY 2021 Budget	Change
Bus	\$108,868,992	\$107,925,104	\$(943,888)
Light Rail	52,208,951	55,404,928	3,195,977
Commuter Rail	30,711,342	28,920,873	(1,790,469)
Paratransit	24,887,147	24,111,761	(775,386)
Rideshare/Vanpool	3,298,190	3,644,685	346,495
Operations Support	50,353,076	53,454,084	3,101,008
Administration	38,081,502	40,112,853	2,031,351
Planning/Capital Support ¹	6,443,876	6,393,224	(50,652)
Non-Departmental ²	1,632,924	6,562,491	4,929,567
Total Division	\$316,486,000	\$326,530,000	\$10,044,000

The operations portion of the 2021 Tentative Budget totals \$326.5 million (before allocation of \$11.4 million of expense to capital projects and \$3.6 million from Salt Lake County's 4th quarter revenues to specific line items in 2021). The table above shows the allocation of the operations portion of the budget by line item. Almost 72% of the operations budget is dedicated to labor and fringe costs. Together with fuel & lubricants (4.9%), parts, net of warranty recovery (6.4%), and services (6.0%), those four items comprise 92% of the total operations budget.

1. Planning/Capital Support is comprised of Planning, Capital Development & Real Estate
2. Non-Departmental contains funds for emerging needs as the region continues to react to and recover from the pandemic



KEY ELEMENTS:

- Service Adjustment: In 2021 UTA is planning to operate 91% of pre-COVID levels of service
 - In August 2020, UTA reintroduced a significant amount of service to the system. Service levels were determined based on ridership trends and projections, input from our riders, and a focus on supporting essential workers and key areas across our system as the state of Utah began easing restrictions and returning businesses and schools/universities.
 - \$6.5 million is proposed in this budget to fund emerging needs as the region continues to react to and recover from the pandemic.
- Operations Support & Administration
 - Information Technology projects: Net increase of \$1.5M for equipment replacement and upgrades
 - Increased training and support expense for Rail Maintenance Apprenticeship programs
 - Increased contract services for additional Maintenance systems support of \$1.5M
 - Repurposed and restructured within current staffing levels to maximize efficiency
- FTE Changes: 52.5 FTE decrease
 - **Operations:**
 - Decrease overall of 33 FTE (primarily driven by fewer operators due to reduced service levels)
 - Increase in Asset Management of 7 FTE
 - Increase in Bus Maintenance of 12 FTE
 - **Administrative:**
 - Decrease of 17.5 FTE for operator trainees in Talent Development
 - Increase of 2 FTE in Operations Analysis & Solutions
 - Increase of 1 FTE in Talent Development
 - Increase of 1 FTE in Enterprise Strategy

2021 CAPITAL BUDGET PROJECT SUMMARY

2021 Capital Projects	Project Amount
Information Technology Projects	\$ 16,060,000
Safety & Security Projects	1,046,000
Revenue Service Vehicles	22,558,619
Vehicles - Rehab/Repair	12,798,645
Facilities Maintenance Projects	2,650,000
Rail Maintenance Projects	23,625,000
Ogden/Weber State University BRT	52,580,513
Depot District	32,400,124
TIGER Program of Projects	13,170,900
Northern Utah County Double Track	9,000,000
Airport Station Relocation	7,000,000
Sandy Parking Structure	4,204,174
Light Rail Seat Replacement	4,154,000
Provo-Orem BRT	3,010,967
5600 West 4500 South End of Line	3,000,000
Fort Union End of Line	3,000,000
Mid-Valley Connector	3,000,000
Meadowbrook Expansion	2,600,000
Bus Stop Signage - SL County	2,500,000
FrontRunner Double Tracking	2,500,000
Point of Mountain Study	2,500,000
Positive Train Control	2,500,000
Sharp-Tintic Rail Connection	2,309,867
650 South Station	2,000,000
Clearfield FR Station Trail	1,739,817
Warm Springs Upgrades	1,738,000
Central Corridor Transit	1,500,000
Passenger Information Improvements	1,459,743
Other Capital Projects	19,012,416
Total Capital Expenditure Budget	\$ 255,618,785

Sources & Uses

Summary of TFP (\$,000's)		Forecast 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025
A	Beginning Balance	\$ 352,121	\$ 338,205	\$ 345,479	\$ 299,196	\$ 242,167
	Revenue					
	Sales Tax	364,088	382,292	401,407	421,477	442,551
	Federal ¹	171,507	71,212	73,903	74,642	75,388
	Passenger	31,979	36,033	40,700	46,183	52,649
	Other Revenues	16,834	19,123	19,382	20,217	18,462
B	Total Revenues	\$ 584,408	\$ 508,660	\$ 535,392	\$ 562,518	\$ 589,050
C	Total Operating Expenses	\$ 326,530	\$ 354,179	\$ 365,688	\$ 377,571	\$ 389,840
D	Net Available	\$ 609,999	\$ 492,686	\$ 515,184	\$ 484,144	\$ 441,377
E	Capital Sources	\$ 127,599	\$ 242,784	\$ 142,303	\$ 162,195	\$ 54,537
F	Capital Uses	255,619	230,138	187,990	233,576	105,432
G	Debt Service	\$ 143,775	\$ 159,852	\$ 171,925	\$ 176,720	\$ 185,667
H	Net Change (Sources less Uses)	\$ (13,917)	\$ 7,275	\$ (47,908)	\$ (63,153)	\$ (37,353)
I	Ending Balance	\$ 338,205	\$ 345,479	\$ 297,572	\$ 236,043	\$ 204,814
J	Required Reserves	\$ 154,723	\$ 158,870	\$ 160,596	\$ 162,379	\$ 164,219
K	Unrestricted Cash Balance	\$ 183,482	\$ 186,610	\$ 138,600	\$ 79,788	\$ 39,135
	D = A + B - C					
	I = D + E - F - G					
Footnote: ¹ CARES Act Funding 2021 \$101 million						



Financial Structure

Accounting Method

UTA reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned and expenses are recognized when they are incurred.

Department /Fund Relationship

Within the enterprise fund, UTA maintains two budgets – one for operations and one for capital. Within the operations budget, expenses are tracked by type of service mode (bus, light rail, commuter rail, paratransit, or rideshare/vanpool) as well as operations support, administrative, non-operating, and debt service.

Departments within operations and operations support by type of service are:

Bus	Light Rail	Commuter Rail	Paratransit	Rideshare Vanpool
Mt. Ogden Operations	Light Rail Operations	Commuter Rail Operations	Paratransit Operations	Van Pools
Mt. Ogden Maintenance	Light Rail Maintenance	Commuter Rail Maintenance	Paratransit Maintenance	Rideshare Administration
Mt. Ogden Administration	Light Rail Jordan River Maintenance	Commuter Rail Administration	Special Service Administration	
Timpanogos Operations	Light Rail Administration	Maintenance of Way Systems	Mobility Management	
Timpanogos Maintenance	Rail Fleet Sustainability	Maintenance of Way Infrastructure		
Timpanogos Administration	Maintenance of Way Systems			
Meadowbrook Operations	Maintenance of Way Infrastructure			
Meadowbrook Maintenance				
Meadowbrook Administration				
Central Maintenance				
Integrated Service Planning				
Transit Communications Center				

Departments within the Operations Support, Administrative, and Non-operating classifications are provided on the following page.



Operations Support	Administrative	Non-operating
Support Maintenance	Product Development & Sales	Capital Projects & Development
Fleet Engineering	Fares	Planning
Asset Management - State of Good Repair	Risk Management	Real Estate
Vehicle Disposal	Technology Security	Service Development
Facilities	Communications & Deployment	
Ticket Vending Machine Maintenance	Applications Support	
Radio & Rail Communications	Application Development	
Supply Chain - Purchasing	Network Support	
Supply Chain - Warehousing	Quality Assurance	
Farebox Service	Accounting	
Fare Strategy & Operations	Finance	
Customer Service	Intermodal Center - SLC	
Public Safety	Intermodal Center - Ogden	
Operations Analysis & Solutions	Budget & Financial Analysis	
Data Quality & Ridership	Innovative Mobility Services	
Safety & Security	Government Relations	
Bus Communications	Public Relations & Marketing	
Talent Development	Planning & Engagement	
	Board of Trustees	
	Total Rewards	
	People Office	
	Human Resources and Labor Relations	
	Workforce Planning	
	Operations Office	
	Internal Audit	
	Executive Director	
	Legal	
	Civil Rights	
	Corporate Support	
	Customer Experience	
	Enterprise Strategy	

Within the capital budget, expenses are tracked by discrete projects, Safety & Security, State of Good Repair (capital maintenance to the transit infrastructure), and Information Technology. More detail about capital investments are provided in the Capital and Debt section.

Basis of Budgeting

Budgeting is based upon the accrual basis with these exceptions:

- UTA budgets capital expense rather than depreciation expense
- UTA does not budget for change in actuarial estimates for the pension
- In addition to bond interest expense, UTA budgets annual bond principal payments
- The annual budget excludes amortization of bond issuance premiums and discount



Financial Information and Policies

Basis of Accounting

The Authority reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

Standards for Reporting Purposes

The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by GASB.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts or revenues and expenses during the reporting period. Actual results could differ from those estimates.

Federal Planning Assistance and Preventive Maintenance Grants

Federal planning assistance grants received from the Federal Transit Administration (FTA) and preventive maintenance grants are recognized as revenue and receivable during the period in which the related expenses are incurred and eligibility requirements are met. The current reauthorizations act, Fix America's Surface Transportation (FAST), allows for the replacement and repair of aging infrastructure.

Federal Grants for Capital Expenses

The U.S. Department of Transportation, through contracts between the Authority and the FTA, provides federal funds of 35% to 93% of the cost of property and equipment acquired by the Authority through federal grants. Grant funds for capital expenses are earned and recorded as capital contribution revenue when the capital expenses are made and eligibility requirements are met.

Contributions from Other Governments (Sales Tax)

As approved by the voters or county governing bodies, sales tax for transit is collected to provide the Authority with funds for mass transit purposes. Funds are utilized for operations and for the local share of capital expenses. Sales tax revenues are accrued as a revenue and receivable for the month in which the sales take place. The Authority does not have taxing authority in any jurisdiction; therefore this revenue is considered a contribution from another government.



Approved Local Option Sales Tax:

Salt Lake County	0.7875%
Davis County	0.6500%
Weber County	0.6500%
Box Elder County	0.5500%
Utah County	0.6260%
Tooele County	0.4000%

Budgetary and Accounting Controls

The Authority's annual budgets are approved by the Board of Trustees, as provided for by law. Operating and non- operating revenues and expenses are budgeted on the accrual basis except for depreciation, pension actuarial expenses, bond principal payments, and amortization of bond issuance premiums and discounts. Capital expenses and grant reimbursements are budgeted on a project basis. Multi-year projects are approved in whole, but are budgeted based on estimated annual expenses and revenues.

The Authority adopts its annual budget in December of the preceding year.



UTA BOARD OF TRUSTEES BYLAWS

ARTICLE VII – CONDUCTING BUSINESS

Section 1 **Resolutions, Orders and Ordinance – Vote Recorded**

Each and every formal action by the Board and Advisory Council shall be taken by the passage of a resolution, order or ordinance by the Board or Advisory Council. Resolutions and ordinances shall be by roll call vote with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and Member by electronic means at least twenty-four hours before the ordinance is presented for adoption. All resolutions and ordinances passed by the Board and Advisory Council shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Advisory Council, Second Vice-Chair, and kept in the official records of the Authority. A record of meetings of the Board and Advisory Council shall be made and retained as provided by law.

Section 2 **Adoption and Amendment of Bylaws**

These Bylaws may be adopted and amended by an affirmative vote by a majority of the Board after consultation with the Advisory Council.

Section 3 **Fiscal Year**

The fiscal year of the Authority shall commence on January 1 and end December 31 of each calendar year.

Section 4 **Principal Place of Business**

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board. The Board Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

Section 5 **Budget**

The Authority shall prepare an annual budget for the consideration of the Board each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and consulting with the Advisory Council, the Board shall adopt a final annual budget prior to the end of each fiscal year.

Section 6 **Audit Reports**

A. Annual Audit - The Board shall cause an annual audit of the Authority's financial statements to be



conducted in accordance with general accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public accounting firm selected by the Board. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

- B. Other Audits – In consultation with the Advisory Council, the Board may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act.

Utah's Provisions Applicable to All Local Districts

17B-1-702 Local District to Submit Budgets

Except as provided in paragraph (a), within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of each local district with an annual budget of \$50,000 or more shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities that has in writing requests a copy; and (2) to each of its customer agencies that has in writing requested a copy.

(a) Within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of trustees of a large public transit district as defined in Section 17B-2a-802 shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities; 2) each of its customer agencies that has in writing requested a copy; 3) the governor; and 4) the Legislature.

The local district shall include with the tentative budget a signature sheet that includes 1) language that the constituent entity or customer agency received the tentative budget and has no objection to it; and 2) a place for the chairperson or other designee of the constituent entity or customer agency to sign.

Each constituent entity and each customer agency that receives the tentative budget shall review the tentative budget submitted by the district and either 1) sign the signature sheet and return it to the district; or 2) attend the budget hearing or other meeting scheduled by the district to discuss the objections to the proposed budget.

If any constituent entity or customer agency that received the tentative budget has not returned the signature sheet to the local district within 15 calendar days after the tentative budget was mailed, the local district shall send a written notice of the budget hearing to each constituent entity or customer agency that did not return a signature sheet and invite them to attend that hearing. If requested to do so by any constituent entity or customer agency, the local district shall schedule a meeting to discuss the



budget with the constituent entities and customer agencies. At the budget hearing, the local district board shall 1) explain its budget and answer any questions about it; 2) specifically address any questions or objections raised by the constituent entity, customer agency, or those attending the meeting; and 3) seek to resolve the objections.

Nothing in this part prevents a local district board from approving or implementing a budget over any or all constituent entity's or customer agency's protest, objections, or failure to respond.

Utah's Provisions Applicable to All Local District 17-B-1-1102 Limitation on Bonds

A public transit district may not issue general obligations bonds if the issuance of the bonds will cause the outstanding principal amount of all of the district's general obligation bonds to exceed the amount that results from multiplying the fair market value of the taxable property within the district, as determined under Section 11-14-301(3)(b) by 3%. Bonds or other obligations of a public transit district that are not general obligation bonds are not included in this limit.

Board of Trustees Policy No. 2.1 Financial Management – Key Budget Provisions July 31, 2019

A. Reserves

1. The Authority will maintain the following reserves:

- a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used as a working capital account throughout the year. The Treasurer will manage the use of the funds in the general operating reserve.
- b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding nonoperating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the service stabilization reserve are used.



c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board of Trustees must give its prior approval before funds in the bond reserve are used.

d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the comprehensive annual financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the capital replacement reserve are used.

2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.
3. Reserve balances will be reported on the Authority's monthly financial statements.
4. Upon the use of any service stabilization, bond or capital replacement reserves, the Board of Trustees will, by resolution, establish a timeline for the full reimbursement of the reserves within 60 months after their first use and begin to restore reserves used no later than 24 months after their first use.

B. Grants

1. The allocation of anticipated formula fund grants will be determined during the annual budget process.

C. Long-term Financial Planning

1. The Executive Director will develop a long-term (20 years or longer) financial plan incorporating the Board of Trustees' strategic plan, identifying the Authority's long-term financial challenges and proposed solutions based upon reasonable projections of revenue and expense including operations and maintenance, reasonably anticipated new funding programs, capital expansion, maintenance of a state of good repair of existing assets, asset replacement, and debt issuance. The Executive Director will update the long-term financial plan three times a year.
2. The Board of Trustees will review the long-term financial plan annually and report it to the State Bonding Commission.

D. Budgeting

1. As provided for in the Authority's Bylaws, the Authority will prepare an annual budget and the Board of Trustees, after consultation with the Advisory Council, will approve the budget.
2. The Board of Trustees may amend or supplement the budget at any time after its adoption.
3. The Executive Director may make administrative adjustments to an adopted budget without Board of Trustee approval as long as those changes will not have a significant policy impact or affect budgeted year-end fund balances.



E. Capital

1. The Executive Director will develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The five-year capital plan will be fiscally constrained and will maintain all assets at a state of good repair to protect the Authority's capital investment and minimize future maintenance and replacement costs.

Budget Process

This section describes the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also includes procedures for amending the budget after adoption and the process used in developing the capital budget. A budget calendar for the budgeted year 2021 is included at the end of this section.

Budget Process: The Executive Director and Chief Financial Officer, with the advice and counsel of the Board of Trustees and the Local Advisory Council, prepare a preliminary budget for the ensuing year including operation, maintenance, administration expenses, debt service, and capital expenditures.

The yearly process starts in Spring with the Authority's Executive Team and staff assessing likely growth estimates for revenues, operating expenses, and capital projects. Budget priorities are discussed and a preliminary five-year capital plan is developed. Changes in assumptions are incorporated into the long-term financial plan model and operating and capital budget targets are developed by early July. After a preliminary budget outlook is reviewed with the Board of Trustees, the Executive Director develops and distributes budget preparation instructions for Authority staff.

A draft five-year capital plan is completed and reviewed with the Board of Trustees and the Local Advisory Council in September. The first year of the capital plan, which includes specific capital projects and the funding available through outside funding such as grants, local partners, state funding, and financing are included in the next year's capital budget.

By late August each Chief Officer submits an operating budget which is at or below the budget target for their departments and which supports the Board of Trustees' budget priorities. The Executive Team reviews the operating budgets and makes any adjustments it deems necessary. Preliminary budgets are reviewed with the Board of Trustees in September. Any modifications to the budget are completed by early October.

In November, the Executive Director presents the 2021 tentative budget to the Board of Trustees for their review and approval. Once the tentative budget is approved by the Board of Trustees, it is sent to the Governor's Office, State Legislature and Local Governments and a 30-day comment period, which includes a



public hearing, is established. In early December, the Executive prepares and presents the 2021 Final Budget to the Board of Trustees for its review and approval.

Adoption of Annual Budget: Before the first day of each fiscal year, the Board shall adopt the annual budget by a vote of a quorum of the total Board. If, for any reason, the Board has not adopted the annual budget on or before the first day of January of any fiscal year, the preliminary budget for such year shall be in effect for such fiscal year until the annual budget is adopted.

Please refer to the 2021 UTA Budget Preparation Schedule at the end of this section.

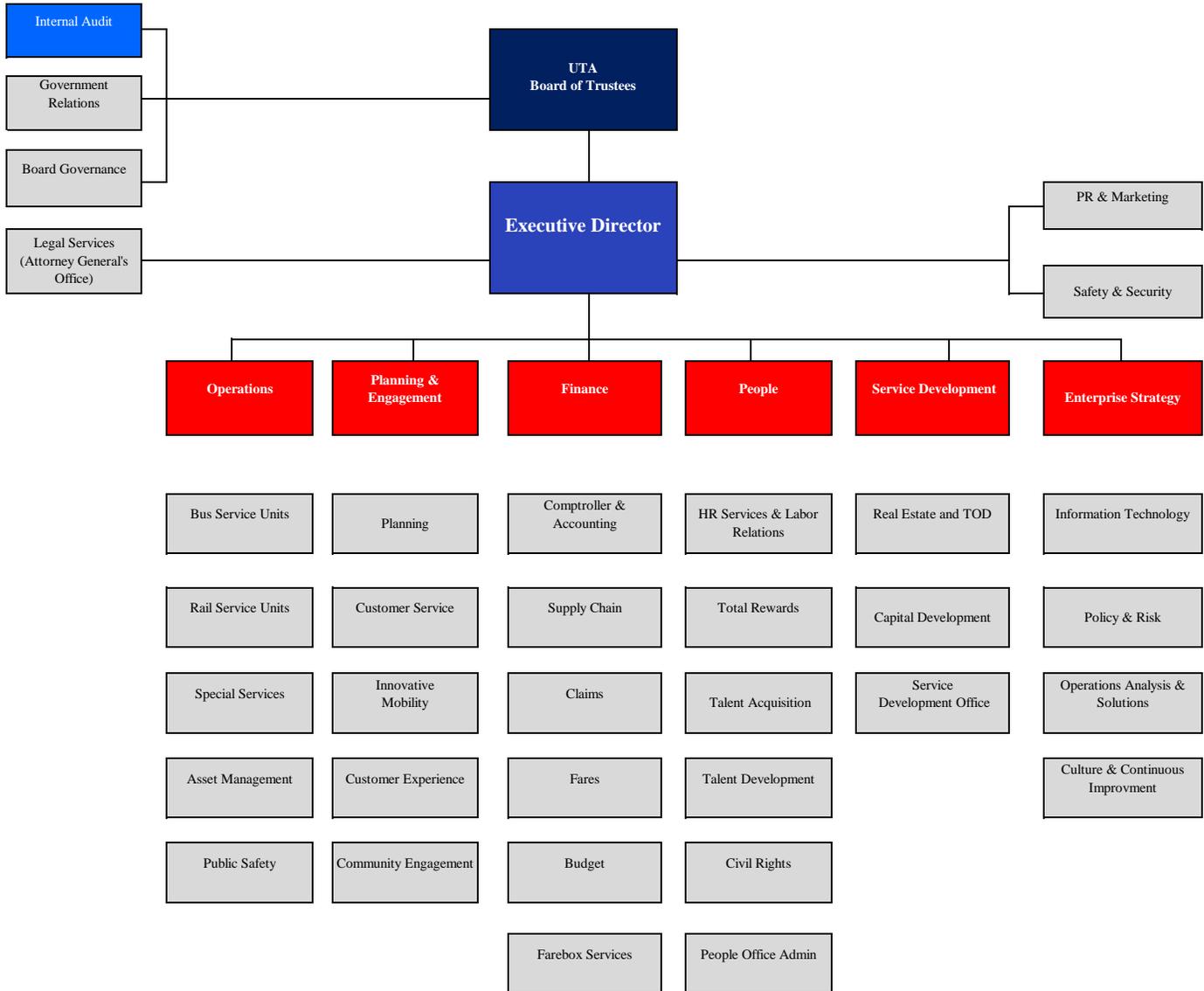


Annual Budget Schedule:

<u>Task</u>	<u>Completion Date</u>
Executive Director prepares and distributes budget preparation memo based upon Board of Trustee's budget priorities and available funding per the long-term financial model	July 13, 2020
Draft Budgets due from Executive Team. (Executive Team will notify their direct reports of earlier submission dates before this time to allow for executive review).	August 28, 2020
Executive team evaluates 2021 operating and capital budget submittals	Sept. 4, 2020
Preliminary 2021 operating and capital budgets reviewed with the Board of Trustees	Sept 28 to Oct 2, 2020
Final adjustments to 2021 budget	Oct. 2, 2020
2021 Tentative Budget provided to Board of Trustees	Oct. 28, 2020
Board of Trustees reviews 2021 Tentative Budget	Nov. 4, 2020
Budget Review and Comment Period	Nov. 11 to Dec. 11, 2020
Board of Trustees holds public hearing on 2021 Budget	Nov. 11, 2020
Board of Trustees considers approval of the 2021 Final Budget	Dec. 16, 2020
Staff submits Final Budget to State Auditor	Dec. 31, 2020
Staff prepares, prints, and distributes 2021 Budget Document to the Board of Trustees, Operating Departments and interested parties	Dec. 31, 2020



Organizational Chart



2021 Tentative Operating Budget

2021 UTA Operating Budget by Mode

	FY 2020 Budget	FY 2021 Budget	Change
Bus	\$108,868,992	\$107,925,104	\$(943,888)
Light Rail	52,208,951	55,404,928	3,195,977
Commuter Rail	30,711,342	28,920,873	(1,790,469)
Paratransit	24,887,147	24,111,761	(775,386)
Rideshare/Vanpool	3,298,190	3,644,685	346,495
Operations Support	50,353,076	53,454,084	3,101,008
Administration	38,081,502	40,112,853	2,031,351
Planning/Capital Support ¹	6,443,876	6,393,224	(50,652)
Non-Departmental ²	1,632,924	6,562,491	4,929,567
Total Division	\$316,486,000	\$326,530,000	\$10,044,000

2020 and 2021 Proposed Budget by Office

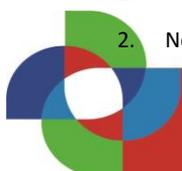
	FY 2020 Budget	FY 2021 Budget	Change
Board	\$2,786,780	\$2,720,074	\$(66,706)
Executive Director	7,911,851	7,890,971	(20,880)
Operations	249,647,850	252,598,361	2,950,511
Finance	13,289,788	13,863,537	573,749
Service Development	4,310,543	4,439,940	129,397
Planning & Engagement	10,967,764	10,649,039	(318,725)
Enterprise Strategy	17,059,501	19,880,699	2,821,198
People	8,879,000	7,924,891	(954,109)
Non-Departmental ²	1,632,924	6,562,491	4,929,567
Total Division	\$316,486,000	\$326,530,000	\$10,044,000

The 2021 Operating Budget was designed with the following strategies:

- Primary Goal: Maintain Fiscal Responsibility
- Maintain August 2020 baseline service levels
- Centralize budgets to improve clarity, ownership, and overall understanding of current state
- Repurpose funds between offices and departments to improve budget alignment with annual initiatives and support current and future agency needs.

1. Planning/Capital Support is comprised of Planning, Capital Development & Real Estate

2. Non-Departmental contains funds for emerging needs as the region continues to react to and recover from the pandemic



2021 UTA Operating Budget Expenses by Category

	FY2020 Budget	FY 2021 Budget	% Change
Wages	\$157,322,390	\$158,310,407	0.6%
Fringe	73,460,319	75,251,668	2.4%
Services	27,511,998	31,470,240	14.4%
Fuel	20,281,070	15,874,843	(21.7)%
Parts	19,734,825	20,694,821	4.9%
Utilities	11,977,462	12,025,731	0.4%
Other O&M	17,452,984	22,233,919	27.4%
Capitalized Costs	(11,255,047)	(9,331,626)	17.1%
Total Budget	\$316,486,000	\$326,530,000	3.2%

Key Budget Changes:

- Decrease in fuel due to lower price per gallon and reduced service levels
- Increase in wages and fringe benefits
- Increase in Contract Services for additional cleaning services in Rail and Trax as well as increase maintenance support for UTA's infrastructure
- Increase in Information Technology for critical state of good repair and technology projects
- Increase non departmental by \$6.5 million to fund emerging needs as the region continues to react to and recover from the pandemic



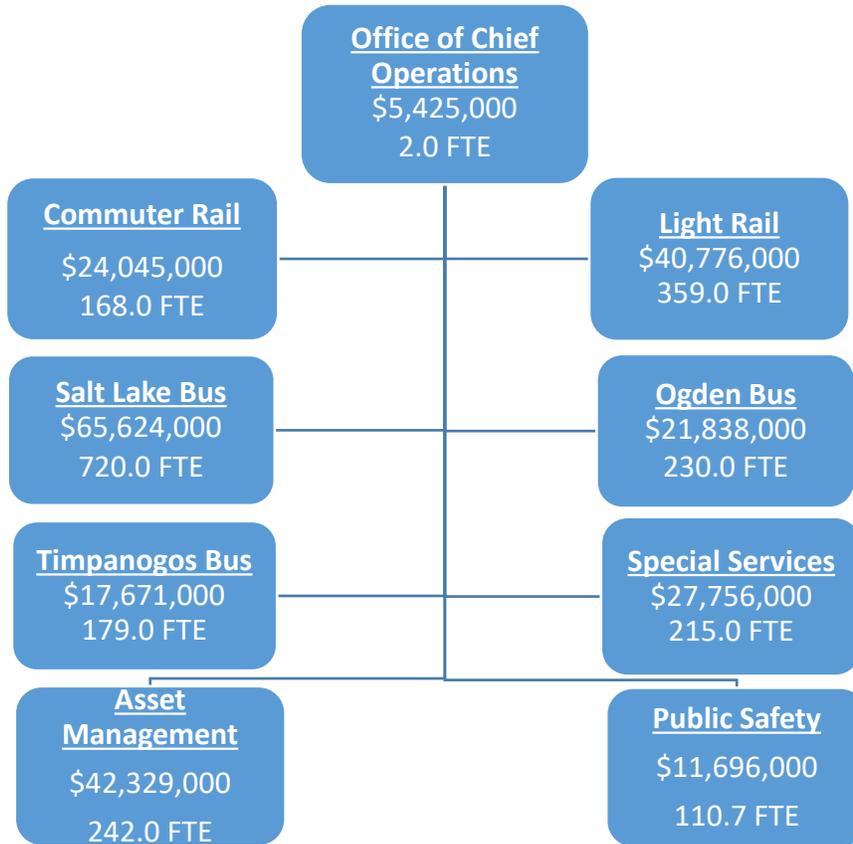
UTA FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change
Board	14.0	13.5	(0.5)
Executive Director	39.5	37.5	(2.0)
Operations	2,258.7	2,225.7	(33.0)
Finance	109.0	105.1	(3.9)
Service Development	31.0	32.0	1.0
Planning & Engagement	71.5	71.5	0.0
Enterprise Strategy	97.5	104.0	6.5
People	79.7	58.2	(21.5)
Totals	2,700.9	2,647.5	(53.4)



2021 Operating Budget by Office, Cost Center, Category & FTE

Operations



The Operations Office is comprised of six service units spread out across our system as well as our Public Safety Department and Asset Management (Engineering & Support Maintenance).

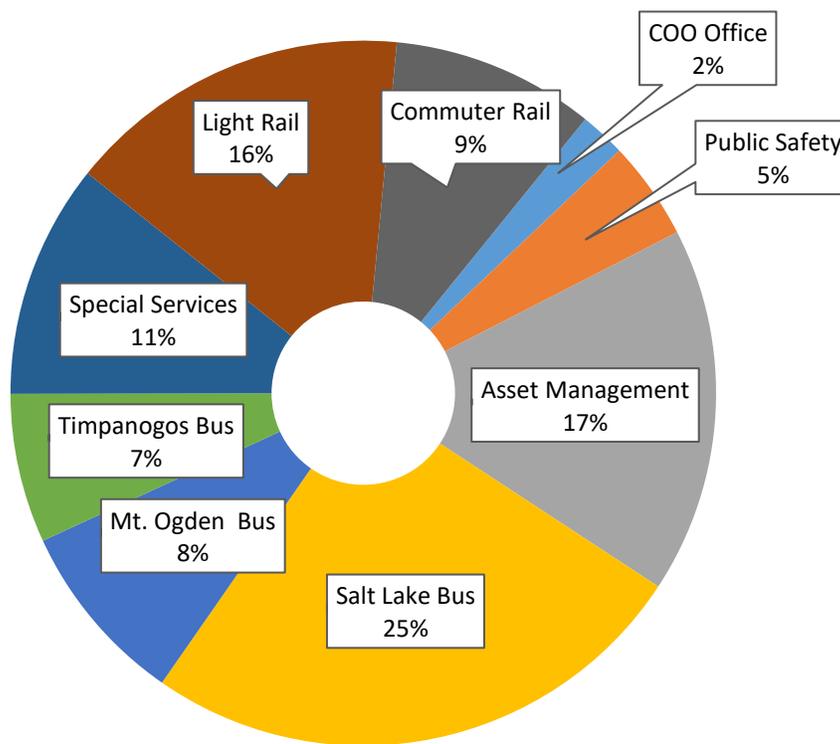
UTA Operations provides the following to make the UTA System work:

- *Service Operations.* Operate buses, light rail, commuter rail, vanpool, and paratransit services across the UTA service area in a safe and efficient manner.
- *Maintenance Services.* Maintain the buses, rail cars and rail right of way to allow the safe and comfortable operation of services to UTA’s customers.
- *Operations Planning.* Operations planners partner with the service planners on designing and operationalizing the service plan in a way that aligns with our focus areas of Service, People and Stewardship.
- *Public Safety.* UTA has an internal police department focused on keeping our community, our riders and our employees safe. Our police also engage in community service and support our local authorities.



2021 Proposed Operations Budget

Expenses: \$257.2M



Key Budget Changes:

- Reduced miles and hours
- Increase non-departmental by \$4.4 million to fund emerging needs
- Increased rail cleaning contract \$334K
- Increased Light Rail Maintenance parts budget \$1.3M
- Operationalized Light Rail overhaul labor cost \$3M
- Increased MOW overtime due to RWIC responsibilities \$170K
- Net Decrease in FTE 33 due to reduced service levels



2021 Proposed Operations Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
COO Office	\$11,698,488	\$12,558,068	\$859,580
Asset Management	39,504,307	42,329,442	2,825,134
Salt Lake Bus	65,516,696	65,624,238	107,542
Mt. Ogden Bus	22,404,996	21,838,431	(566,565)
Timpanogos Bus	18,239,979	17,671,215	(568,764)
Special Services	28,185,337	27,756,446	(428,891)
Light Rail	38,092,266	40,775,968	2,683,702
Commuter Rail	26,005,780	24,044,553	(1,961,227)
Non-Departmental	132,446	4,562,491	4,430,045
Totals	\$249,780,296	\$257,160,852	\$7,380,556

Key Initiatives:

- Partner with Service Planning to identify and enhance essential service routes
- Begin implementation of Rail Maintenance Apprenticeship programs
- Navigate new normal (maintain situational awareness, monitor performance, and adjust as required)
- Provide efficient and effective service in regards to ridership, cost, and reliability and minimizing service interruptions (KPI's)
- Ensure safe and secure system with emphasis on avoidable accidents and police presence (KPI's)
- Finalize Commuter Rail replacement/rehab plan and develop long-term replacement strategy for SD100 and SD160 light rail fleets
- Initiate an Asset Management Committee to ensure alignment between long range plans, state of good repair priorities, and financial forecast



2021 Proposed Operations Budget Expenses by Category

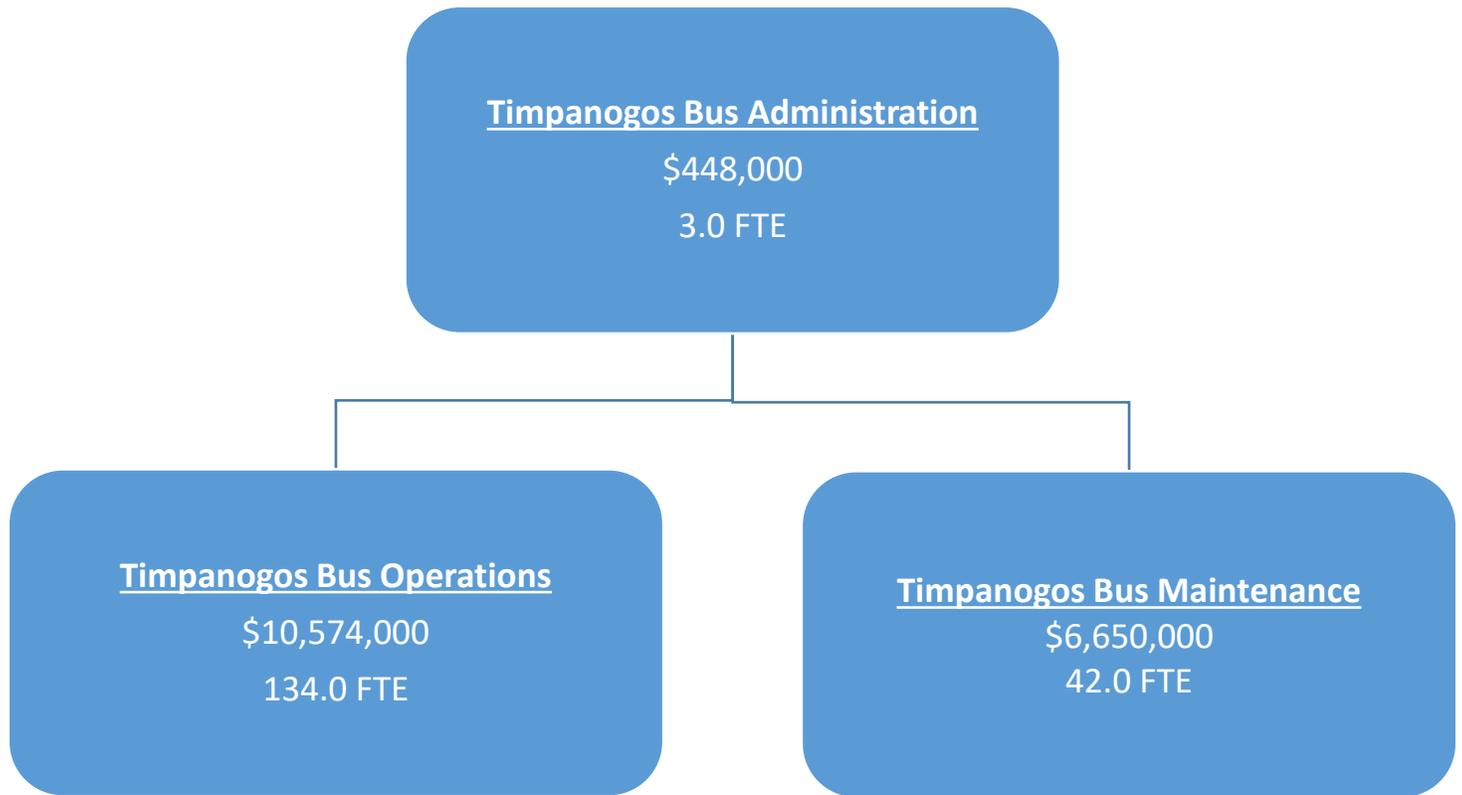
Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$127,105,830	\$127,882,484	0.6%
Fringe	60,775,635	62,516,781	2.9%
Services	12,542,532	14,570,675	16.2%
Fuel	20,214,325	15,813,103	(21.8)%
Parts	19,472,143	20,442,354	5.0%
Utilities	11,172,180	11,162,053	(0.1)%
Non-Departmental	145,446	4,562,491	3,036.9%
Capitalized Costs	(10,496,754)	(8,427,602)	19.7%
Other O&M	8,848,958	8,638,513	(2.4)%
Totals	\$249,780,296	\$257,160,852	3.0%

Operations FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
COO Office	2.0	2.0	0.0	
Public Safety	109.7	110.7	1.0	
Asset Management	234.0	242.0	8.0	
Salt Lake Bus	727.5	720.0	(7.5)	
Mt. Ogden Bus	235.0	230.0	(5.0)	
Timpanogos Bus	183.0	179.0	(4.0)	
Special Services	219.0	215.0	(4.0)	
Light Rail	365.0	359.0	(6.0)	
Commuter Rail	183.5	168.0	(15.5)	
Totals	2,258.7	2,225.7	(33.0)	



Timpanogos Service Unit



2021 Proposed Timpanogos Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Timp Administration	\$439,560	\$447,693	\$8,133
Timp Operations	10,762,272	10,573,829	(188,443)
Timp Maintenance	7,038,147	6,649,693	(388,454)
Totals	\$18,239,979	\$17,671,215	\$(568,764)

2021 Proposed Timpanogos Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$9,791,460	\$9,799,692	0.1%
Fringe	4,866,576	4,817,377	(1.0)%
Services	107,370	131,495	22.5%
Fuel	2,189,260	1,738,621	(20.6)%
Parts	700,719	651,495	(7.0)%
Utilities	190,261	158,202	(16.9)%
Other O&M	394,333	374,333	(5.1)%
Totals	\$18,239,979	\$17,671,215	(3.1)%



Timpanogos FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Timp Administration	3.0	3.0	0.0	
Timp Operations	140.0	134.0	(6.0)	
Timp Maintenance	40.0	42.0	2.0	
Totals	183.0	179.0	(4.0)	Reduced service

Key Budget Changes:

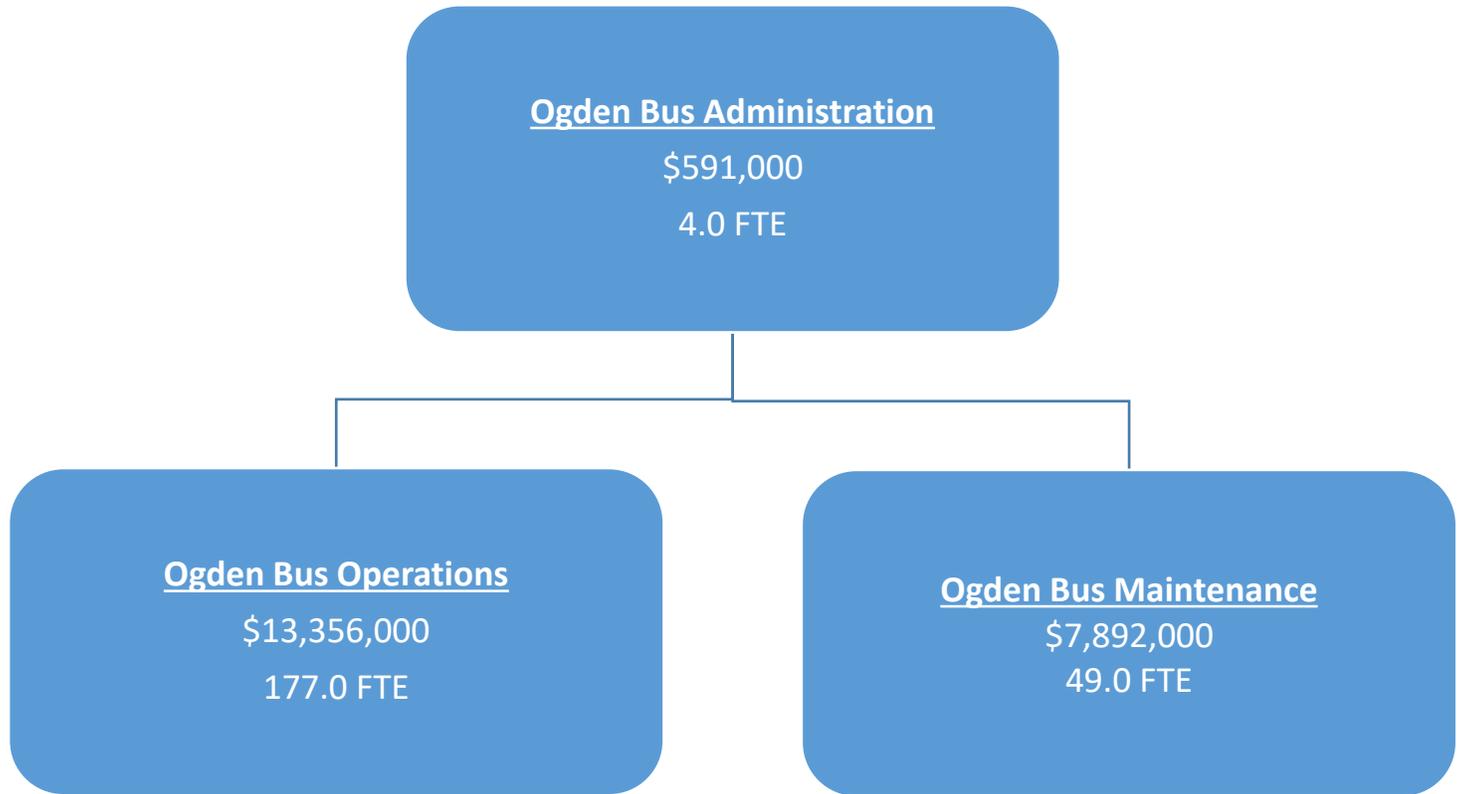
- Reduced Miles & Hours
 - 199K fewer miles
 - 19.5K fewer hours
- Net Decrease in 4 FTE

Key Initiatives:

- Central corridor Transit Project/Environmental Study
 - Bus Rapid Transit - Lehi to Provo
- Increased employee involvement and training
- Partner with CSDO on service recovery plans, future studies and implementation
 - Point of the Mountain/Central Corridor Coordination
 - South Utah County Transit Study
 - Saratoga Springs/Eagle Mountain Study



Ogden Service Unit



2021 Proposed Mt. Ogden Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Ogden Administration	\$487,002	\$590,920	\$103,918
Ogden Operations	13,532,596	13,355,563	(177,033)
Ogden Maintenance	8,385,398	7,891,948	(493,450)
Totals	\$22,404,996	\$21,838,431	\$(566,565)

2021 Proposed Mt. Ogden Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$12,299,788	\$12,201,833	(0.8)%
Fringe	5,855,352	6,115,681	4.4%
Services	186,000	212,050	14.0%
Fuel	2,624,713	2,029,256	(22.7)%
Parts	749,325	652,875	(12.9)%
Utilities	14,000	12,700	(9.3)%
Other O&M	675,818	614,036	(8.9)%
Totals	\$22,404,996	\$21,838,431	(2.5)%



Mt. Ogden FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Ogden Administration	3.0	4.0	1.0	
Ogden Operations	185.0	177.0	(8.0)	
Ogden Maintenance	47.0	49.0	2.0	
Totals	235.0	230.0	(5.0)	Reduced Service

Key Budget Changes:

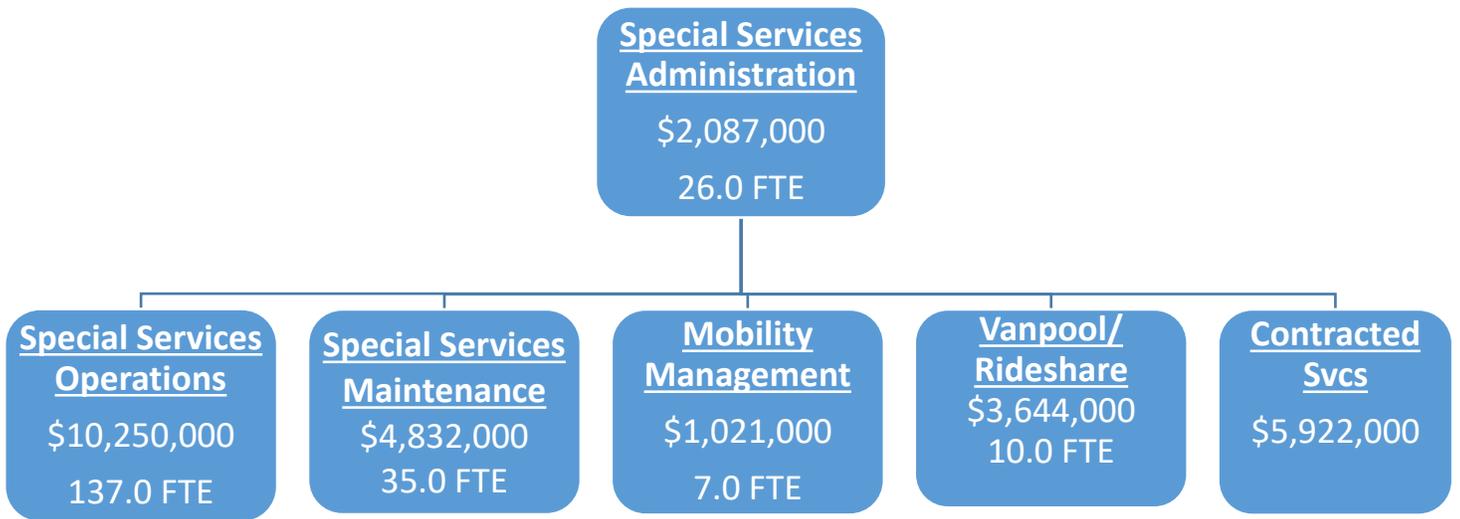
- Reduced Miles & Hours
 - 756K fewer miles
 - 25 K fewer hours
- Net Decrease in 5 FTE

Key Initiatives:

- Continue Covid-19 recovery efforts
- Prepare for Ogden/WSU BRT opening
- Partner with Service Planning on service recovery plan and implementation
- Meet all COO KPI's providing efficient, safe, and reliable service
- Renew focus on customer service and employee engagement to help restore customer confidence



Special Services Service Unit



2021 Proposed Special Services Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Special Svcs Administration	\$2,034,964	\$2,087,229	\$52,265
Special Svcs Operations	10,728,252	10,250,052	(478,200)
Special Svcs Maintenance	5,199,707	4,832,223	(367,484)
Vanpool/Rideshare	3,298,190	3,644,685	346,495
Mobility Management	1,276,863	1,020,616	(256,247)
Contracted Services	5,647,361	5,921,641	274,280
Totals	\$28,185,337	\$27,756,446	\$(428,891)

2021 Proposed Special Services Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$11,486,900	\$11,292,000	(1.7)%
Fringe	5,790,708	5,714,587	(1.3)%
Services	6,684,703	6,526,537	(2.4)%
Fuel	2,209,988	2,228,769	0.8%
Parts	357,697	325,504	(9.0)%
Supplies	129,447	114,976	(11.2)%
Other O&M	1,525,894	1,554,073	1.8%
Totals	\$28,185,337	\$27,756,446	(1.5)%



Special Services FTE Summary

2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Special Services Administration	26.0	26.0	0.0	
Special Services Operations	142.0	137.0	(5.0)	
Special Services Maintenance	34.0	35.0	1.0	
Vanpool/Rideshare	10.0	10.0	0.0	
Mobility Management	7.0	7.0	0.0	
Totals	219.0	215.0	(4.0)	Reduced Service

Key Budget Changes:

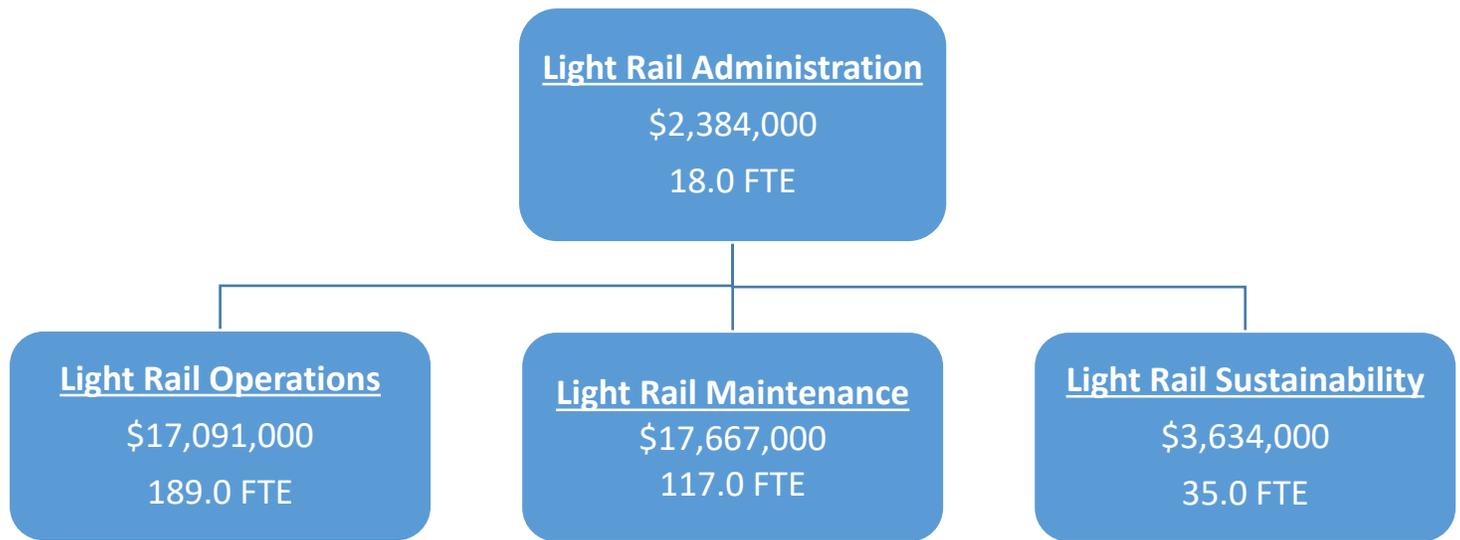
- Reduced Miles & Hours
 - 536K fewer miles
 - 21.5K fewer hours
- Net Decrease in 3 FTE
- Increase Vanpool insurance \$183K
- Increase Paratransit contract services \$575K

Key Initiatives:

- Explore Vanpool insurance alternatives
- Implement comprehensive transportation plan for people with disabilities and seniors
- Perform cost analysis and determine feasibility of insourcing Paratransit operations in the Northern/Southern service areas
- Purchase and implement Trapeze Mobility Management Software



Light Rail Service Unit



2021 Proposed Light Rail Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Light Rail Administration	\$2,668,795	\$2,384,438	\$(284,357)
Light Rail Operations	17,440,820	17,090,669	(350,151)
Light Rail Maintenance	17,272,992	17,666,812	393,820
Light Rail Sustainability	709,659	3,634,049	2,924,390
Totals	\$38,092,266	\$40,775,968	\$2,683,702

2021 Proposed Light Rail Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$23,426,894	\$22,740,839	(2.9)%
Fringe	10,731,372	10,856,491	1.2%
Services	1,294,855	1,377,972	6.4%
Fuel	117,064	66,910	(42.8)%
Parts	9,851,253	11,209,830	13.8%
Supplies	917,872	763,635	(16.8)%
Capitalized Costs	(8,849,145)	(6,773,450)	23.5%
Other O&M	602,101	533,741	(11.4)%
Totals	\$38,092,266	\$40,775,968	7.0%



Light Rail FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Light Rail Administrative	20.0	18.0	(2.0)	
Light Rail Operations	193.0	189.0	(4.0)	
Light Rail Maintenance	117.0	117.0	0.0	
Rail Sustainability	35.0	35.0	0.0	
Totals	365.0	359.0	(6.0)	Reduced Service

Key Budget Changes:

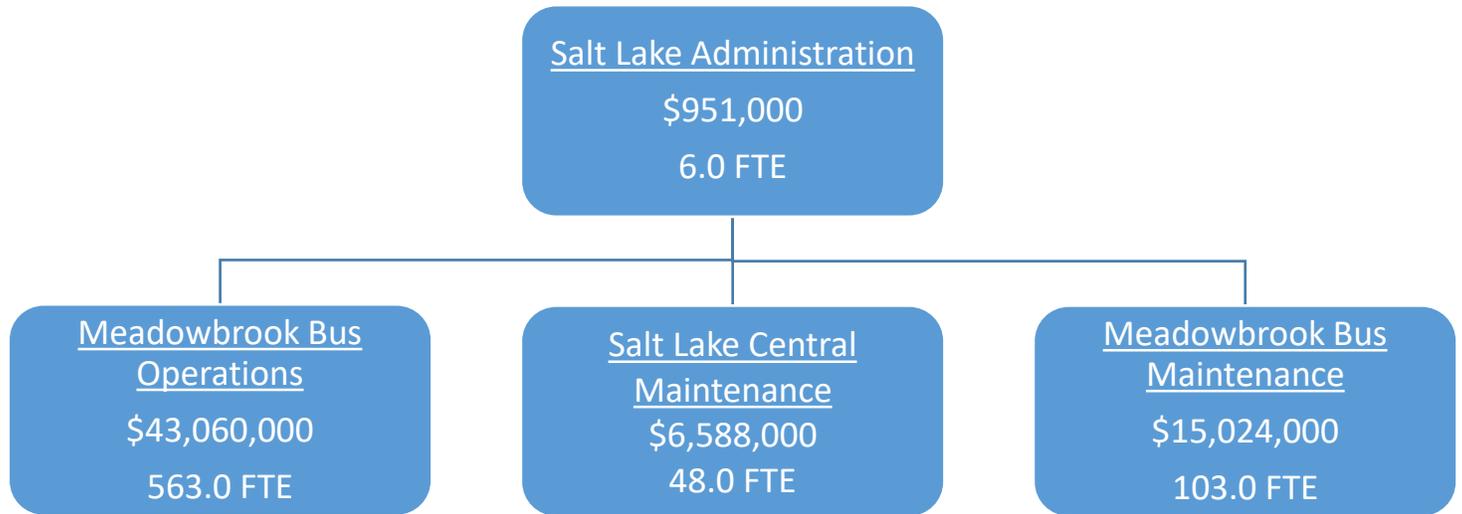
- Reduced Hours
 - 44K fewer hours
- Net Decrease in 6 FTE
- Operationalized overhaul labor budget—transferred funding from capital \$3M
- Increased services contract budget for enhanced cleaning \$200K
- Increased Maintenance parts budget \$1.3M

Key Initiatives:

- Support airport start up
- Complete Light Rail seat replacement project
- Begin implementation of Light Rail Maintenance Apprenticeship Program
- Initiate campaign to improve 200 S & 400 W Curves
- GPS activated noise (wheel squeal) mitigation system- Future plans for system-wide sensor design
- Continue Light Rail overhaul program
- Conduct campaigns to minimize weather-related delays
- Investigate use of HVAC UV lights and pursue funding source



Salt Lake Service Unit



2021 Proposed Salt Lake Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Salt Lake Administration	\$1,071,699	\$950,796	\$(120,903)
Salt Lake Operations	41,831,952	43,060,256	1,228,304
Salt Lake Maintenance	22,613,045	21,613,186	(999,859)
Totals	\$65,516,696	\$65,624,238	\$107,542

2021 Proposed Salt Lake Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$36,869,224	\$37,454,487	1.6%
Fringe	18,116,528	19,157,588	5.7%
Services	366,387	521,288	42.3%
Fuel	5,985,192	4,732,408	(20.9)%
Parts	2,367,080	2,066,882	(12.7)%
Supplies	513,364	472,626	(7.9)%
Other O&M	1,298,921	1,218,959	(6.2)%
Totals	\$65,516,696	\$65,624,238	0.2%



Salt Lake FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Salt Lake Administration	7.0	6.0	(1.0)	
Salt Lake Operations	577.0	563.0	(14.0)	
Salt Lake Maintenance	143.5	151.0	7.5	
Totals	727.5	720.0	(7.5)	Reduced Service

Key Budget Changes:

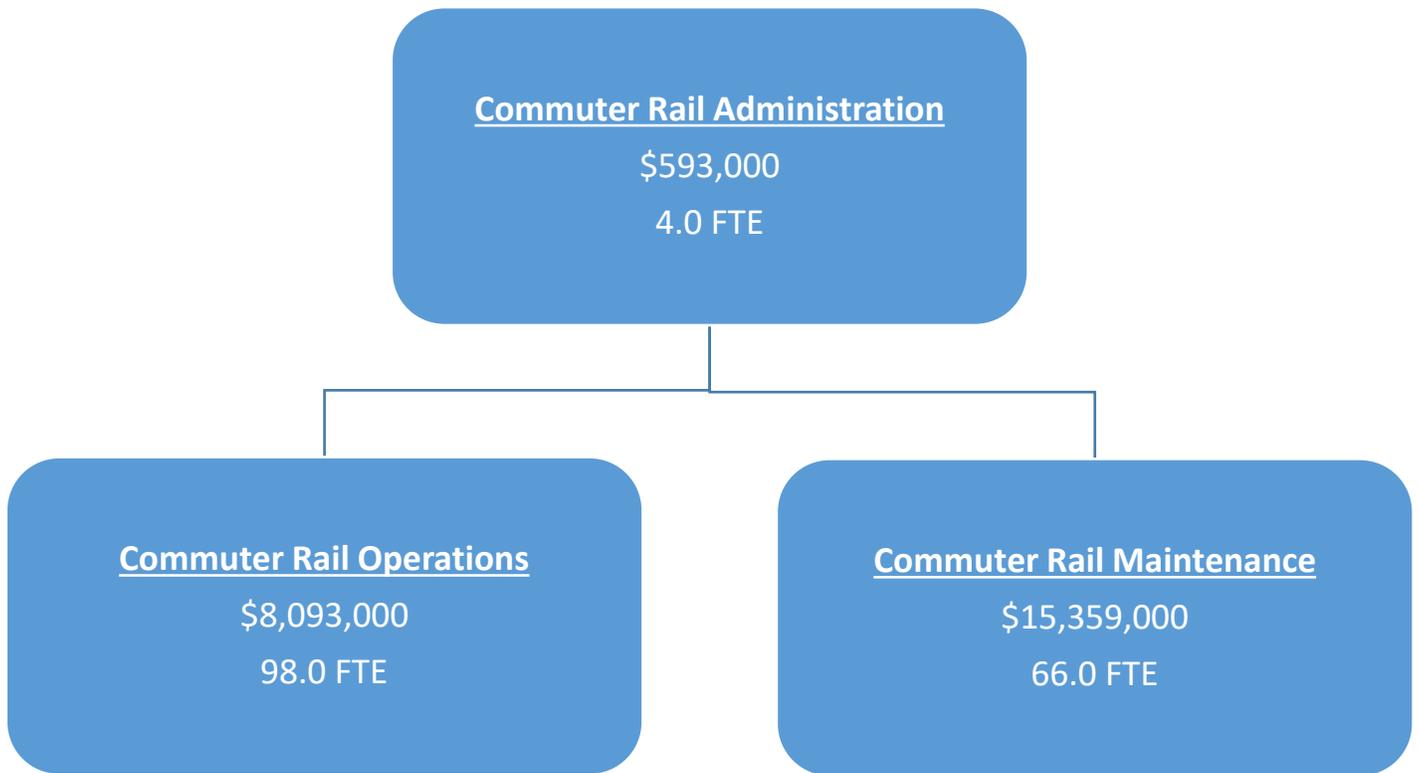
- Reduced Miles and Hours
 - 756K fewer miles
 - 25K fewer hours
- Net Decrease in 7.5FTE
- Increase Contract Services \$115K for Camera System

Key Initiatives:

- Continue Covid-19 Recovery
- Implement Supervisor development/training – succession planning
- Partner with Service Planning on service recovery plan and implementation
- Complete Meadowbrook Maintenance Bldg (three bay expansion)
- Electric buses
- Continue to fine tune electric bus processes in preparation for additional buses
- Airport TRAX bus bridge



Commuter Rail Service Unit



2021 Proposed Commuter Rail Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Com. Rail Administration	\$633,252	\$592,870	\$(40,382)
Com. Rail Operations	8,486,175	8,092,897	(393,278)
Com. Rail Maintenance	16,886,353	15,358,786	(1,527,567)
Totals	\$26,005,780	\$24,044,553	\$(1,961,227)

2021 Proposed Commuter Rail Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$10,527,301	\$10,164,208	(3.4)%
Fringe	4,554,576	4,632,927	1.7%
Services	619,039	755,679	22.1%
Fuel	6,583,013	4,533,989	(31.1)%
Parts	3,702,080	3,670,264	(0.9)%
Supplies	465,217	480,203	3.2%
Capitalized Costs	(635,609)	(444,152)	30.1%
Other O&M	190,163	251,435	32.2%
Totals	\$26,005,780	\$24,044,553	(7.5)%



Commuter Rail FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Com. Rail Administrative	5.0	4.0	(1.0)	
Com. Rail Operations	113.5	98.0	(15.5)	
Com. Rail Maintenance	65.0	66.0	1.0	
Totals	183.5	168.0	(15.5)	Reduced Service

Key Budget Changes:

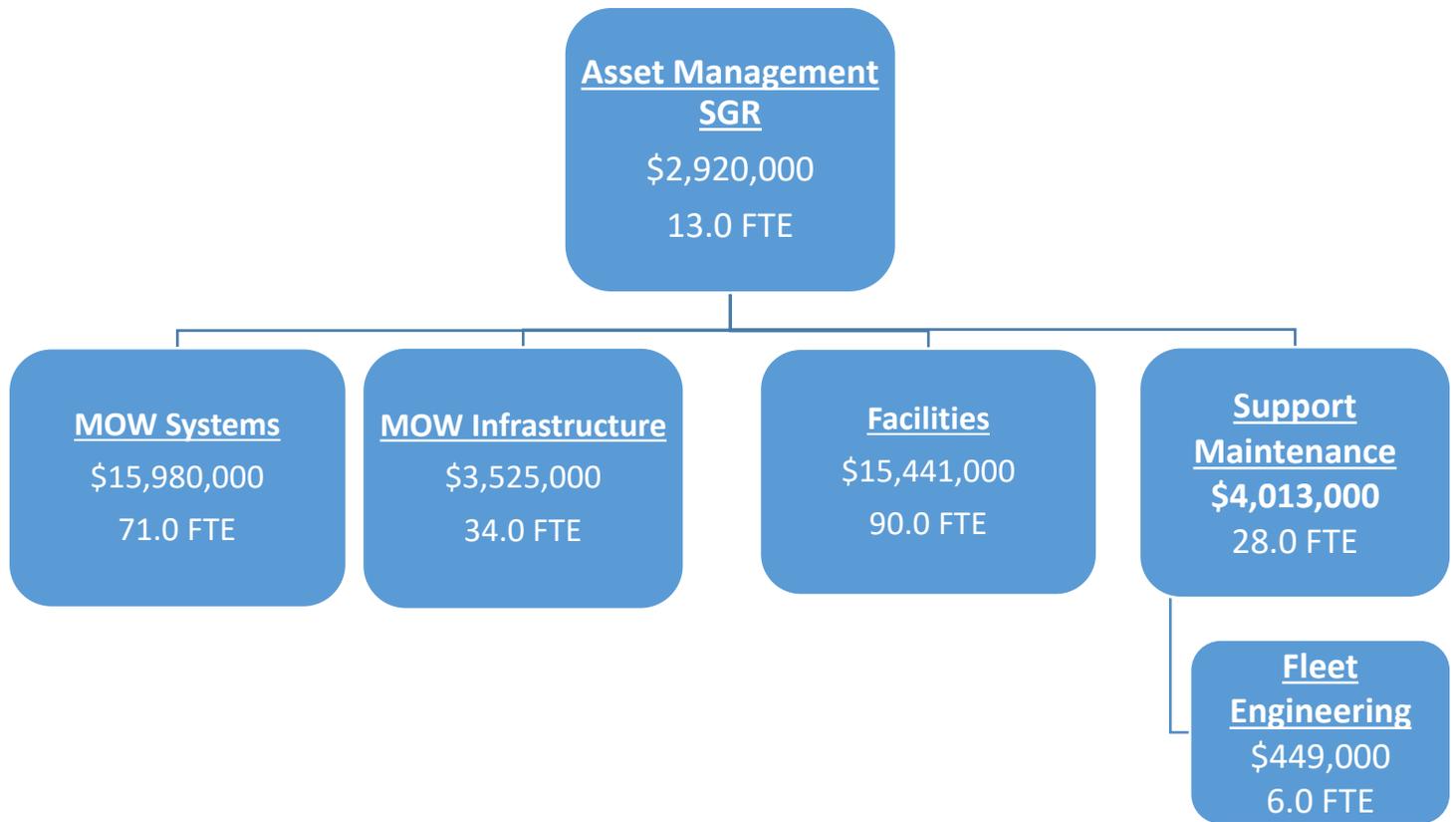
- Reduced Miles and Hours
 - 317K fewer miles
 - 10K fewer hours
- Net Decrease in 15 FTE
- Increase Contract Services \$134K for enhanced cleaning

Key Initiatives:

- Continue locomotive overhaul
- Complete four locomotives annually
- Establish long-term car replacement/overhaul program plan
- Begin implementation of CR Maintenance Apprenticeship Program
- Vineyard Station Implementation
- Implementing use of HVAC UV lights
- Support Future of FrontRunner Objectives



Asset Management Service Unit



2021 Proposed Asset Management Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Support Maintenance	\$3,890,934	\$4,013,619	\$122,685
Fleet Engineering	437,290	448,565	11,275
Asset Management- SGR	1,125,924	2,920,552	1,794,628
Facilities	15,227,913	15,441,426	213,513
MOW - Systems	15,538,974	15,979,880	440,905
MOW - Infrastructure	3,283,272	3,525,400	242,128
Totals	\$39,504,307	\$42,329,442	\$2,825,134

2021 Proposed Asset Management Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$15,495,343	\$16,639,133	7.4%
Fringe	7,247,239	7,613,599	5.1%
Services	3,058,850	4,815,534	57.4%
Parts	1,876,200	2,002,692	6.7%
Supplies	1,303,490	733,250	(43.7)%
Utilities	10,827,830	10,773,069	(0.5)%
Capitalized Costs	(1,012,000)	(1,210,000)	19.6%
Other O&M	707,355	962,165	36.0%
Totals	\$39,504,307	\$42,329,442	7.2%



Asset Management FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Support Maintenance	27.00	28.00	1.0	
Fleet Engineering	6.00	6.00	0.0	
Asset Mgt SGR	8.00	13.00	5.0	Support SGR/Maintenance
Facilities	89.00	90.00	1.0	Bus Stop Support
MOW Systems	71.00	71.00	1.0	Vineyard
MOW Infrastructure	33.00	34.00	1.0	
Totals	234.00	242.00	8.0	SGR/Maintenance

Key Budget Changes:

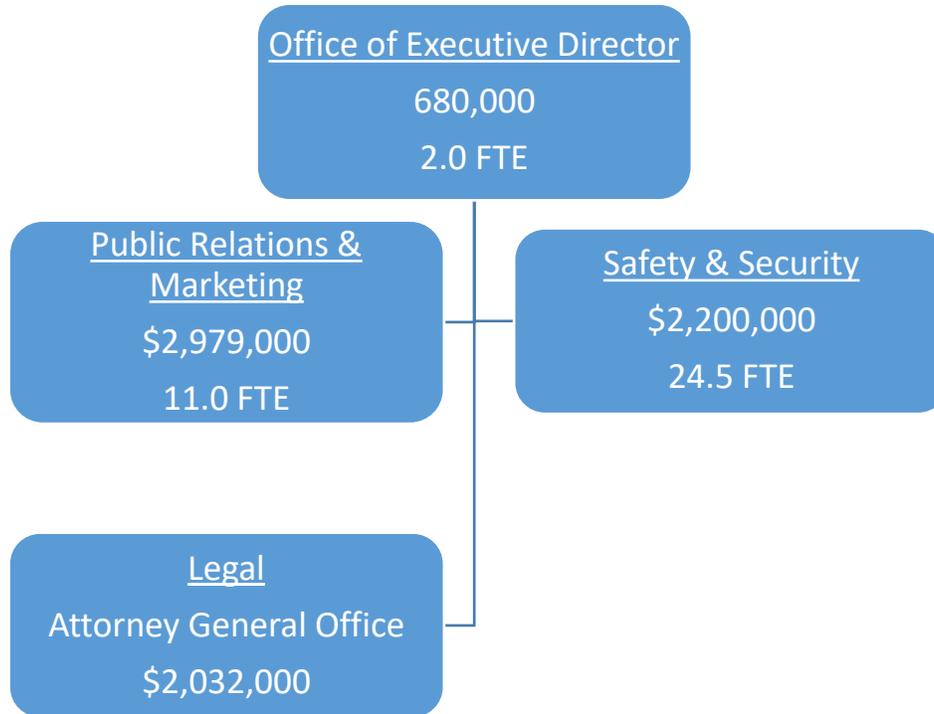
- Increased MOW parts \$100K for increased maintenance on FrontRunner and Trax
- Increased 6 FTE
- Increased contract services \$1.5M for additional maintenance and state of good repair support
- Moved systems engineering team from MOW to SGR to consolidate SGR project management team. Neutral impact

Key Initiatives:

- Develop SGR metrics to track budget needs, backlog, and completed projects
- Begin implementation of MOW apprenticeship training program
- Implement electronic tracking of facilities and MOW inspections, preventative maintenance activities, and repair activities
- Develop long-term replacement strategy for SD100 and SD160 light rail fleets
- Develop plan to right size MOW, Facilities, and Body Shop to keep up with expanded needs
- Update TAM plan and TAM policies within UTA for a coordinated asset management approach



Executive Director



The Executive Director focuses internally on running the day to day organization. The Executive Director sets the annual strategies, initiatives and goals for the Agency and partners with each Executive Office to fulfill UTA's mission.

UTA Executive Office provides the following to make the UTA System work:

- Executive Director. Provides leadership and daily management to UTA's workforce.
- In addition to the six chief offices, the Executive Director also oversees the following departments:
 - *Safety & Security*. Focused on UTA wide safety and security practices and regulations are met.
 - *Legal*. Works directly with our inhouse representation from the Attorney General's Office.
 - *Public Relations and Marketing*. Coordinates, directs and implements public relations and marketing of our products and services as well as internal communications.



2021 Executive Director Operating Budget Expenses by Division

	FY 2020 Budget	FY 2021 Budget	Change
Executive Director	\$930,234	\$680,432	\$(249,802)
Legal	2,004,880	2,031,752	26,872
Public Relations & Mktg	2,877,952	2,978,779	100,827
Safety & Security	2,098,785	2,200,008	101,223
Total Division	\$7,911,851	\$7,890,971	\$(20,880)

2021 Executive Director Operating Budget Expenses by Category

	FY 2020 Budget	FY 2021 Budget	% Change
Wages	\$2,516,016	\$2,599,152	3.3%
Fringe	956,820	994,857	4.0%
Services	3,094,080	3,351,700	8.3%
Media	605,000	605,000	0.0%
Other O&M	739,935	340,262	(54.0)%
Total Group	\$7,911,851	\$7,890,971	(0.3)%

Also, under the purview of the Executive Director is the non-departmental cost center which has \$2 million proposed in this budget to fund emerging needs as the region continues to react to and recover from the pandemic.

	FY 2020 Budget	FY 2021 Budget	Change
Non-Departmental	1,500,478	2,000,000	33.3%



Executive Director FTE Summary: 2020 Budget and 2021 Proposed Budget

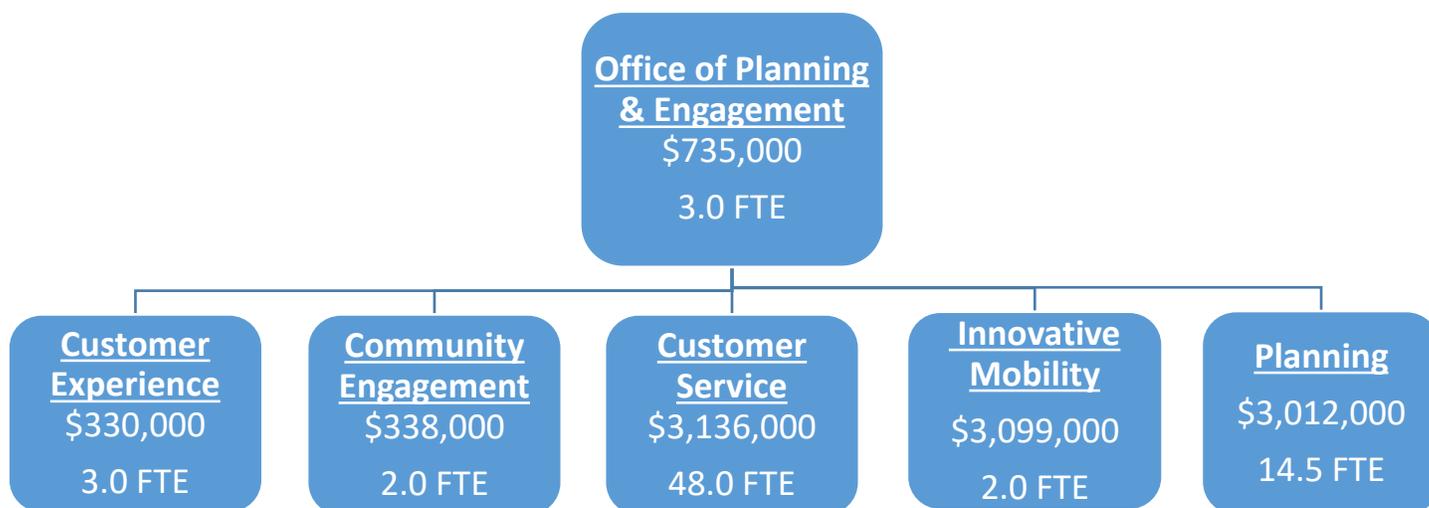
	2020 Budget	2021 Proposed	Change	Reason
Executive Director	2.0	2.0	0.0	
Legal	0.0	0.0	0.0	
Public Relations & Mktg	11.0	11.0	0.0	
Safety & Security	25.5	24.5	(1.0)	Transfer
Totals	38.5	37.5	(1.0)	

Key Budget Changes:

- Transfer Motivosity for Employee Recognition to Total Rewards (\$390K)
- Increase non-departmental due to COVID-19 uncertainties \$499,522
- Reduce APTA one-time 2020 expense by (\$20K) for hosting



Planning & Engagement



This Office supports UTA's planning and community engagement efforts focused on customer service, customer experience and providing innovative mobility solutions.

UTA Planning & Engagement provides the following to make the UTA System work:

- *Planning.* The Planning Department's role is to ensure that UTA is prepared to meet the needs of the future. This includes working with local governments, regional and state agencies to anticipate future growth and development and find the right transit solutions to meet those needs.
- *Customer Service.* The Customer Service teams provide information about UTA services, receive and process customer feedback, sell UTA fare media and handle the lost and found items found on public transit. We are responsible to ensure that customers can maneuver throughout the service areas with confidence in our service districts and service types.
- *Community Engagement.* This team serves as a trusted resource and a catalyst for effective partnerships with our riders, key stakeholders, and community. Act as a facilitator/access point for public hearings and community events/activities.
- *Customer Experience.* Evaluates our system focused on the impact ease of the customer journey. Partners with our service units to ensure consistency across our service area, optimizing our customer experience.
- *Innovative Mobility.* Dedicated to help shape the evolving transportation landscape for the riders and communities we serve by identifying opportunities and testing new ideas that can improve our transit service.



2021 Proposed Planning & Engagement Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Chief Planning & Engagement	\$718,726	\$735,064	\$16,338
Service Planning	1,068,512	1,058,247	(10,265)
Planning	2,133,333	1,953,284	(180,049)
Community Engagement	255,120	337,773	82,653
Customer Experience	576,260	330,253	(246,007)
Customer Service	3,132,784	3,135,566	2,782
Innovative Mobility	3,083,029	3,098,852	15,823
Totals	\$10,967,764	\$10,649,039	\$(318,725)

2021 Proposed Planning & Engagement Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$3,920,176	\$4,007,008	2.2%
Fringe	1,834,752	1,783,533	(2.8)%
Services	4,587,938	4,279,548	(6.7)%
Supplies	319,646	224,840	(29.7)%
Other O&M	305,252	354,110	16.0%
Totals	\$10,967,764	\$10,649,039	(2.9)%



Planning & Engagement FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Planning & Engagement	3.0	3.0	0.0	
Service Planning	8.5	8.5	0.0	
Planning	6.0	6.0	0.0	
Community Engagement	2.0	2.0	0.0	
Customer Experience	3.0	3.0	0.0	
Customer Service	48.0	48.0	0.0	
Innovative Mobility	2.0	2.0	0.0	
Totals	71.5	71.5	0.0	

Key Budget Changes:

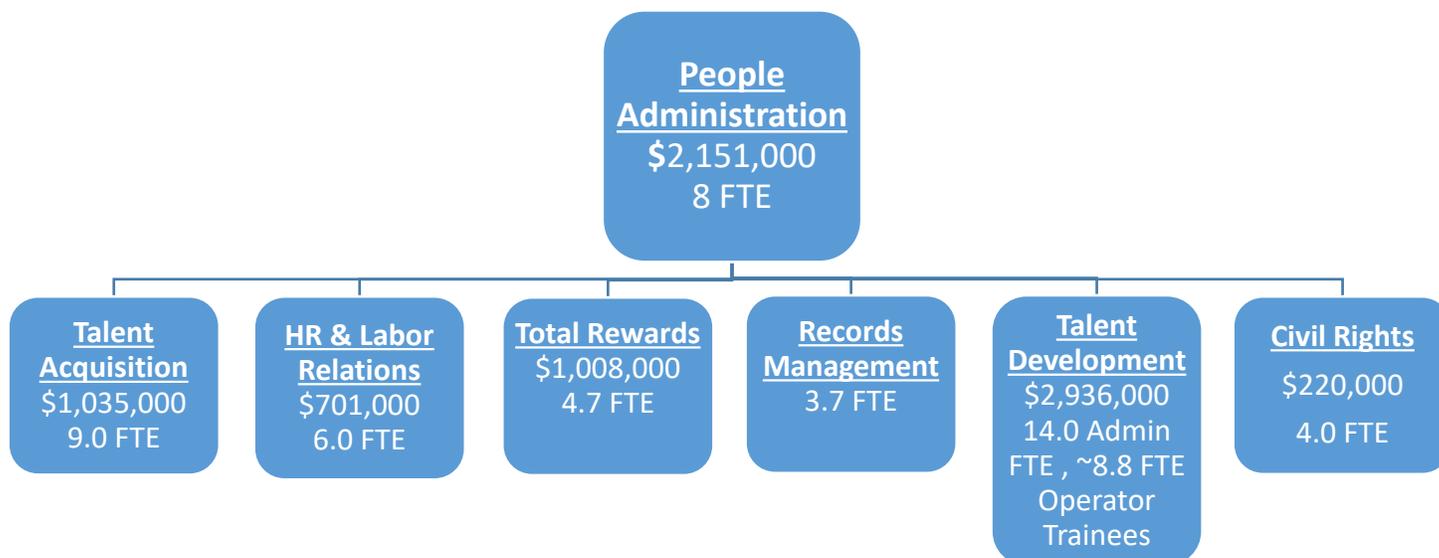
- FTE's remain unchanged
- Overall budget remained neutral
- Majority of line items reduced
- Added funds to the Dues and Memberships line item to enhance participation in chambers and community organizations: +\$25K

Key Initiatives:

- Complete RFP for on-demand services and innovative technology that can be used for key service integration
- Prepare a regional transit market analysis for the Point of the Mountain/Central Corridor project area
- Build strong community outreach programs with professional groups such as chambers, community agencies and private organizations that strengthen UTA's relationships in the community
- Continue to strengthen relationships and implement programs that help build access to opportunities for low income, transit-dependent and underserved communities



People



The People Office is focused on providing service to our employees through the entire employee life cycle from recruitment to retirement and ensures UTA's employees and leaders have what they need to succeed at accomplishing the Agencies objectives and goals.

UTA People office provides the following to make the UTA System work:

- *HR & Labor Relations:* From daily HR transactions to long-term talent goals, we collaborate with employees and leaders to fulfil the people portion of UTA's business strategies, using deliberate talent management and deployment.
- *Total Rewards:* Manages and administers employee programs such as health & wellness, retirement, and time off.
- *Talent Acquisition:* In partnership with hiring officials, the team analyzes current & future staffing needs and identifies effective strategies for sourcing, recruiting, and onboarding.
- *Talent Development:* An internal resource to UTA providing technical, professional, regulatory/compliance training and leadership development that support the UTA Way.
- *Records Management:* Oversees UTA's records and ensures the Agency is meeting its retention policies.
- *Compensation/Analytics:* Embedded within the People Office are also our Compensation Analyst and Strategic Analyst who focus on use data, best practices and benchmarking to ensure we have competitive and fair pay practices as well as use data for continuously improving our work and impact across the Agency.
- *Civil Rights:* Ensure UTA remains in compliance with all relevant civil rights laws, regulations, standards, and Executive Orders which prohibit discrimination or harassment of employees, applicants, or customers. This office also oversees our ADA & DBE teams.



2021 Proposed People Office Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Chief People Officer	2,231,300	2,151,696	(79,604)
Talent Acquisition	1,020,702	1,034,769	14,067
Culture & Talent Development	3,368,384	2,445,506	(922,878)
HR Services & Labor Relations	746,005	701,305	(44,700)
Civil Rights	804,079	583,776	(220,303)
Total Rewards	708,530	1,007,839	299,309
Totals	\$8,879,000	\$7,924,891	\$(954,109)

2021 Proposed People Office Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$5,050,872	\$4,145,461	(17.9)%
Fringe	1,994,736	1,777,771	(10.9)%
Services	797,603	748,733	(6.1)%
Other O&M	1,035,789	1,252,926	21.0%
Totals	\$8,879,000	\$7,924,891	(10.7)%



People FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Chief People Officer	11.0	11.7	0.7	Transfer Comp Analyst
Talent Acquisition	9.0	9.0	0.0	
Culture & Talent Development	43.0	22.8	(20.2)	225 to 75 HC trainees
HR & LR	6.0	6.0	0.0	
Civil Rights	5.0	4.0	(1.0)	
Total Rewards	5.7	4.7	(1.0)	
Totals	79.7	58.2	(21.5)	

Key Budget Changes:

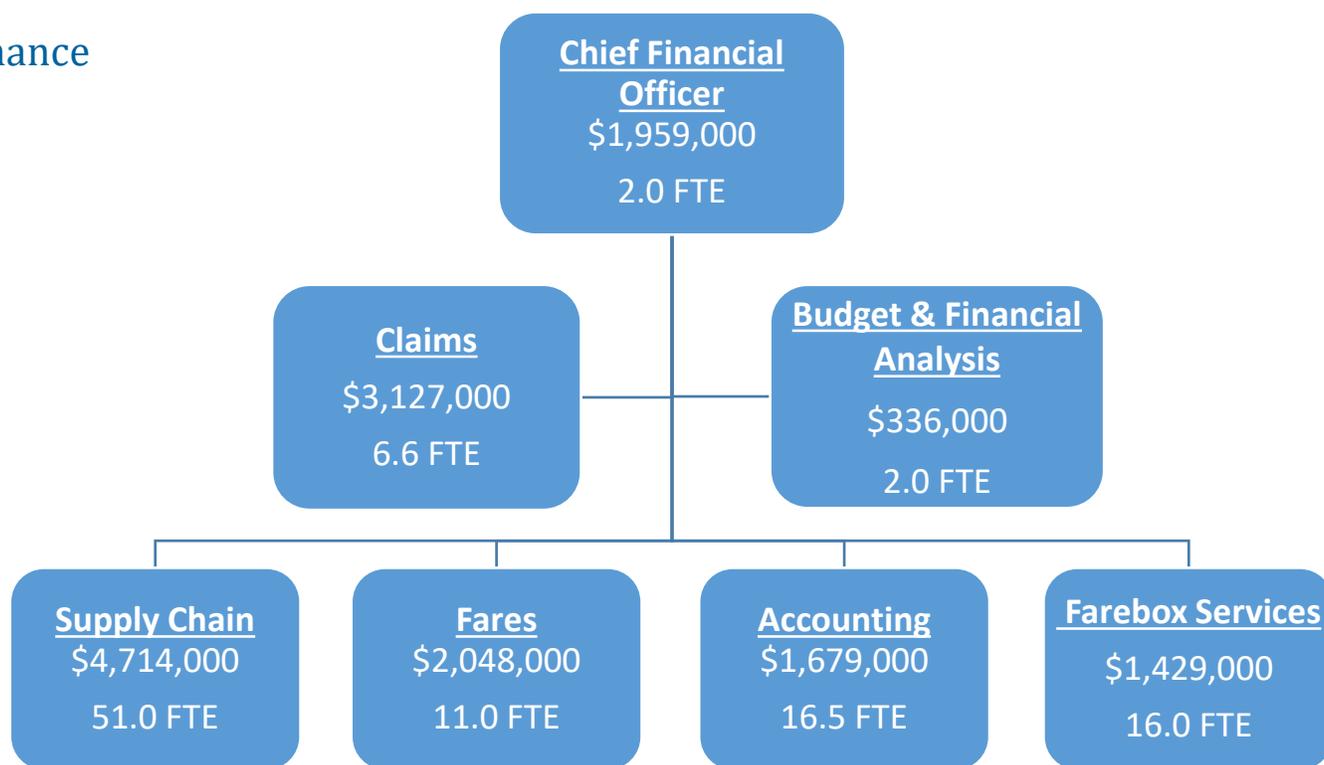
- Reduced \$400K from CPO centralized budget for vacation accrual to decentralized fringe budget throughout the organization
- Repurposed \$250K bus operator trainee wages to Rail Maintenance Apprenticeship Program
- Moved funding for Motivosity from Executive Director budget to Total Rewards - \$300K

Key Initiatives:

- Develop phase 2 of UTA's succession plan and implement training & development opportunities associated with phase 1
- Partner with Rail Maintenance groups to complete design of apprenticeship programs and implement first year modules
- Rollout updated "UTA Way" to include a focus on UTA's Inclusion and Belonging culture
- Implement updated People Management philosophy, to include new performance management tools to better support employee development
- Promote enhanced health and wellness programs to create better opportunities for participation and use of current services
- Develop Employee Value Proposition as an attraction and retention strategy
- Improve employee communications systems



Finance



Finance ensures UTA practices efficient, sound financial and resource management practices and oversees financial controls necessary to support the enterprise. Finance plans, allocates, and manages UTA's financial resources, leads financial risk management/mitigation, audit management, revenue collection, corporate investments, financial contract relationships, and pension fund and debt management.

UTA Finance office provides the following to make the UTA System work:

- *Budget and Financial Analysis.* Responsible for financial analysis, forecasting and planning, budget development, management, and monitoring/reporting on budget execution.
- *Accounting.* Manages payroll operations, accounts payable, accounts receivable, and financial reporting. Accounting is also the owner of the Enterprise Resource Planning system (ERP) – the financial system of record for the agency.
- *Fares.* Responsible for fare policy development, fare reporting and analysis, program administration of contract fares and all activities related to public fares including fare revenue collections and operations.
- *Supply Chain.* Supply Chain manages procurement, contracting, inventory, warranty claims, shipping & receiving, central warehouse operations and production control processes in support of TRAX, FrontRunner and all administrative functions.
- *Claims and Insurance.* Manages risk and exposure for the agency. The Department manages all UTA claims and insurance programs including property damage, workers compensation, Personal Injury Protection and oversees capital development project insurance programs.
- *Farebox Services.* Responsible for processes related to cash collection and processing including cash pick up, handling, reconciliation, and the reporting and tracking of cash. Farebox Services is also responsible for repairing, maintaining, and keeping all fare collection machines in proper working order and a state of good repair.



2021 Proposed Finance Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Supply Chain	\$4,511,379	\$4,713,937	\$202,558
Claims & Insurance	3,064,210	3,127,160	62,950
Fares	2,151,227	2,048,060	(103,167)
Accounting	1,682,883	1,678,615	(4,268)
CFO	643,164	529,895	(113,269)
Farebox Services	906,622	1,429,381	522,759
Budget	330,303	336,489	6,186
Totals	\$13,289,788	\$13,863,537	\$573,749

2021 Proposed Finance Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$6,632,164	\$6,669,010	0.6%
Fringe	3,100,260	2,961,559	(4.5)%
Services	552,458	1,233,588	123.3%
Insurance	2,361,742	2,382,060	0.9%
Other O&M	643,164	617,320	(4.0)%
Totals	\$13,289,788	\$13,863,537	4.3%



Finance FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Supply Chain	51.0	51.0	0.0	
Claims & Insurance	6.6	6.6	0.0	
Fares	15.0	11.0	(4.0)	
Accounting	16.5	16.5	0.0	
CFO	3.0	2.0	(1.0)	
Farebox Services	15.0	16.0	1.0	
Budget & Financial Analysis	2.0	2.0	0.0	
Totals	109.0	105.0	(4.0)	Transfers

Key Budget Changes:

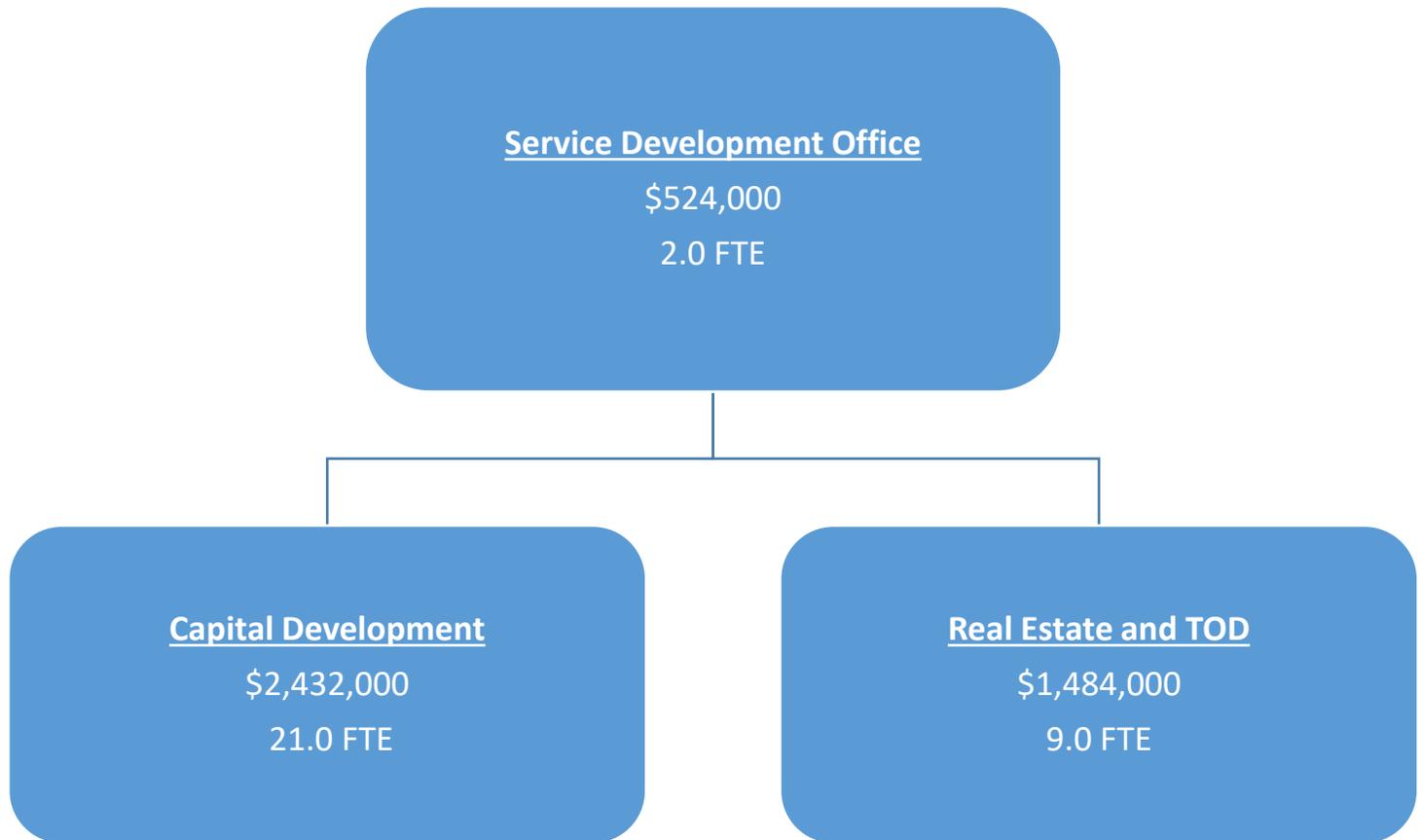
- Increase contractual services \$330K, proposal includes a re-keying of bus cash fare boxes to insure on going security
- Increase contractual services \$100K to improve technology capabilities and streamline requisition to purchase order process at UTA
- Enhance TVM Maintenance with a contracted vendor, shifted 3 FTE to MOW
- Transfer Financial Services Administrator and associated costs to Farebox Services

Key Initiatives:

- Implementing additional cash controls for Farebox Services and TVM Maintenance
- Evaluating technology in Supply Chain buyer area to streamline the bidding and proposal receipt process to reduce time between requisition and receipt of goods and services by departments



Service Development



This office oversees our capital work focused on safety, state of good repair, regulatory and service expansion needs.

UTA Service Development provides the following to make the UTA System work

- *Service Development.* Work to transition projects from the visioning and local planning provided by the Planning Department to the project implementation phase.
- *Project engineering.* Responsible for project design, design review, and project construction management.
- *Environmental, Grants, and Project Controls.* Provide support for all departments on grants development, project controls/reporting, and environmental issues.
- *Real Estate and Transit Oriented Development.* Facilitates the acquisition, lease, management, disposition, and development of all UTA real property. Responsible to protect UTA's real property while generating revenue and upholding UTA's principal objectives.



2021 Proposed Service Development Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
CSDO Office	\$376,020	\$523,572	\$147,552
Capital Development	2,429,761	2,432,312	2,551
Real Estate	1,504,762	1,484,056	(20,706)
Totals	\$4,310,543	\$4,439,940	\$129,397

2021 Proposed Service Development Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$2,722,668	\$2,873,676	5.5%
Fringe	1,110,120	1,179,793	6.3%
Services	718,050	850,400	18.4%
Leases	180,500	162,000	(10.2)%
Capitalized Cost	(585,293)	(807,024)	(37.9)%
Other O&M	164,498	181,095	10.1%
Totals	\$4,310,543	\$4,439,940	3.0%



Service Development FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
CSDO Office	2.0	2.0	0.0	
Capital Development	20.0	21.0	1.0	Interns
Real Estate	9.0	9.0	0.0	
Totals	31.0	32.0	1.0	

Key Budget Changes:

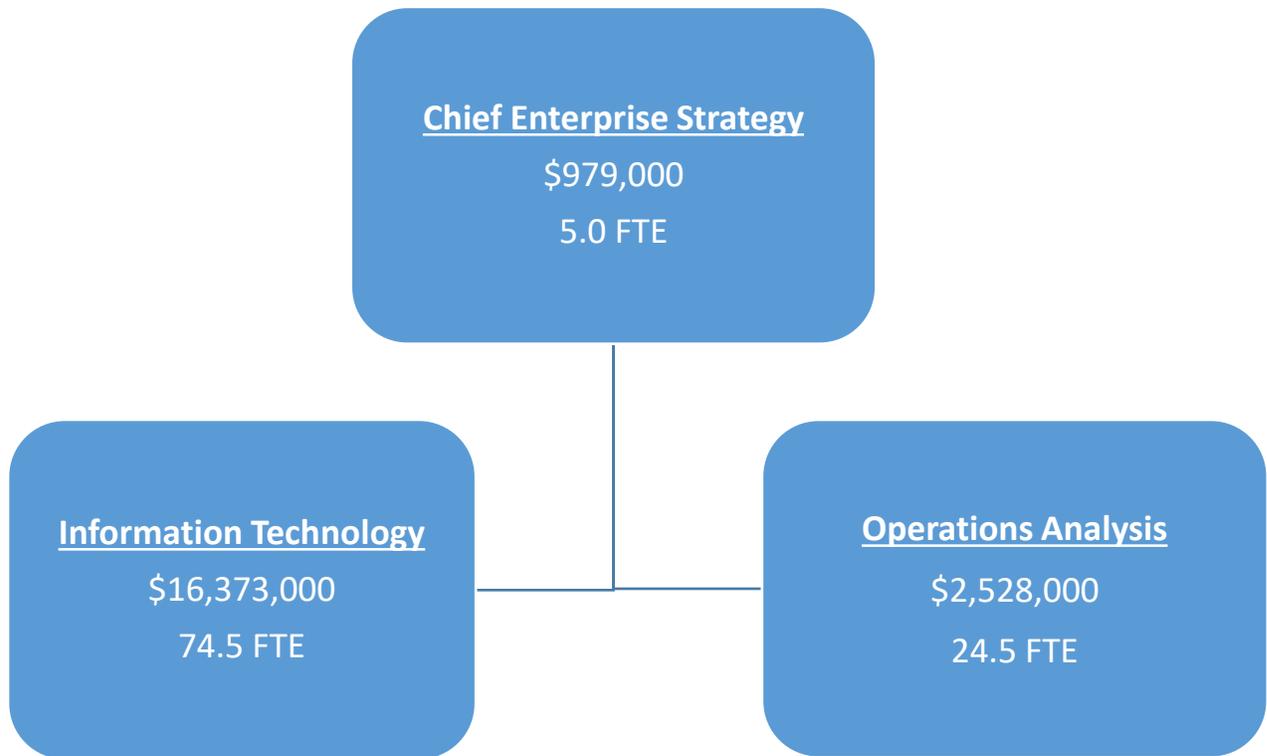
- The overall CSDO budget has gone down slightly between 2020 and 2021
- The increase in the CSDO office budget is due to an increase in fringe benefit costs, and an increase in funding (\$100K) for professional and technical services

Key Initiatives:

- Maintain and enhance partnerships with local and state entities in order to help guide transit decision-making efforts and advance transit projects, including transit-oriented development
- Evaluate future bus fleet options, considering different propulsion modes (diesel, electric, CNG)
- Revisit capital program development process in partnership with Finance office
- Support Salt Lake County's project to place air quality monitors on our battery electric buses
- Develop new financial modeling tools to support development of short and long term Operating and Capital financial plans, financial forecasting, and scenario development
- Develop a 10 year forecast of capital needs to improve safety and regulatory compliance, address SOGR, and implement system enhancements, expansion, and improvements



Enterprise Strategy



This Office brings together an Enterprise wide view of our critical systems that drive Agency performance.

UTA Enterprise Strategy office provides the following to make the UTA System work:

- *Culture & Continuous Improvement*: Oversees the design, development, and deployment of UTA's cultural initiatives and teach continuous improvement tools and concepts which support and align with UTA's culture model- the UTA Way.
- *Information Technology*: Provides ongoing support for and improvements to applications, data network needs, telephone communication, on-board technologies, radio communication, and administrative systems.
- *Operations Analysis & Solutions (OAS)*: OAS focuses on two critical areas: Promoting a data-driven culture and improving client experience in using technology tools to meet day to day business needs.
- *Risk & Policy*: This will be a new area of focus in 2021 to establish an Enterprise Risk Program to help UTA focus on managing and mitigating risk Agency wide. This office will also oversee our Policy committee which will enable a global view of our policies and ensure our polices support our long-term Agency strategies and goals.



2021 Proposed Enterprise Strategy Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Chief Enterprise Strategy	\$0	\$978,905	\$978,905
Information Technology	14,834,406	16,373,414	1,539,008
Operations Analysis	\$2,225,095	\$2,528,380	\$303,285
Totals	\$17,059,501	\$19,880,699	\$2,821,198

2021 Proposed Enterprise Strategy Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$7,963,992	\$8,763,168	10.0%
Fringe	3,183,432	3,536,540	11.1%
Services	4,616,373	5,865,596	27.1%
Other O&M	1,295,704	1,715,395	32.4%
Totals	\$17,059,501	\$19,880,699	16.5%



Enterprise Strategy FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Chief Enterprise Strategy	0.0	5.0	5.0	
Information Systems	75.0	74.5	(0.5)	
Operations Analysis	22.5	24.5	2.0	Support Systems
Totals	97.5	104.0	6.5	Restructure

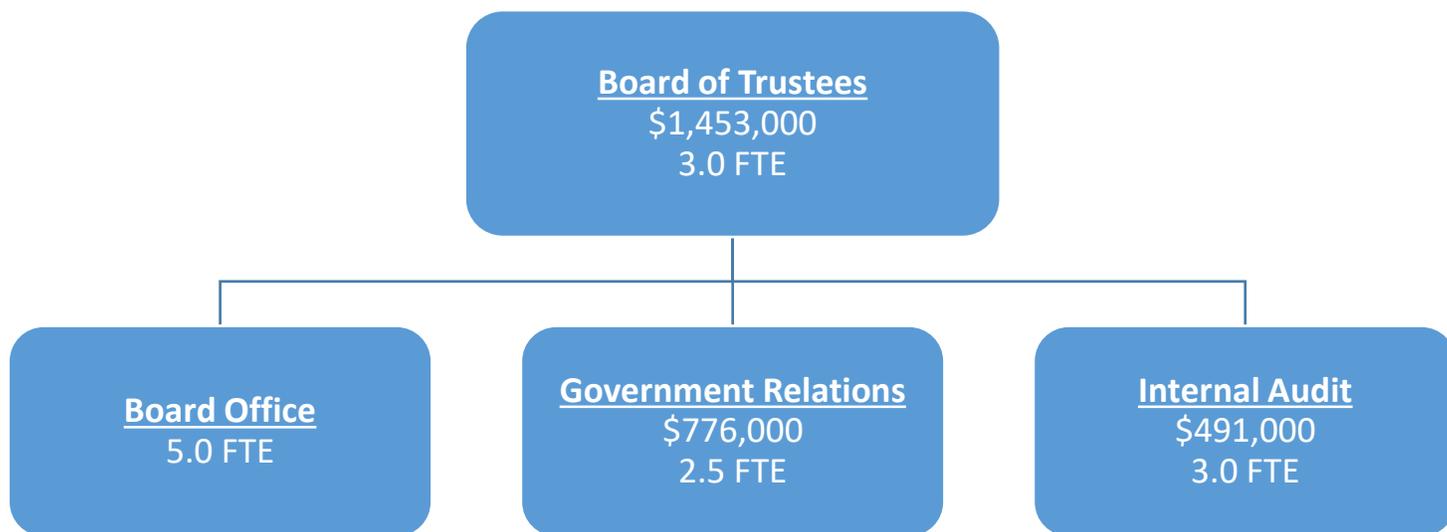
Key Budget Changes:

- Transfer headcount to reflect proposed organizational restructuring
- Increase FTE by 2 in Operations Analysis
- Increase Computer Hardware/Software due to equipment replacements and upgrades \$588K
- Consolidate oversight of UTA software programs and applications \$952K

Key Initiatives:

- Stand Up New Office
- UTA Rail Network Assessment and Firewalls added for security
- Office 365 Deployment & Exchange Email Migration to Office 365
- Assume Computer Hardware SoGR from Business Units
- Ensure compliance with FTA/State reporting requirements for ridership and service data
- Improve mission-critical business systems client experience
- Employee Engagement Survey
- UTA Way Rollout





The UTA Board of Trustees are appointed by the Governor to represent their respective counties. The Trustees work closely with our legislators, local governments, stakeholders and community members. They partner with the Executive Director in setting the vision and long-term priorities for the Agency.

The Board of Trustees Office provides the following to make the UTA System work:

- Board of Trustees. Provides leadership, fiscal oversight and support the Executive Director in the daily management of UTA's services.
- In addition to their external focus the Board of Trustees also oversees the following departments:
 - *Internal Audit.* The audit team plays a critical role in evaluating and improving UTA's system of governance, risk management, and controls. This is done primarily through execution of the annual internal audit plan, which is defined and approved by the Board of Trustees.
 - *Government Relations.* Engages externally with elected officials at a federal, state, and local level to inform, advocate and influence public policy that impacts UTA. They also collaborate and coordinate with partners and advocates on all three of these levels to promote the best interests of the organization.



2021 Proposed Board of Trustees Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Internal Audit	\$488,576	\$490,888	\$2,312
Government Relations	770,448	776,436	5,988
Board of Trustees	1,527,756	1,452,750	(75,006)
Totals	\$2,786,780	\$2,720,074	\$(66,706)

2021 Proposed Board of Trustees Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$1,410,672	\$1,370,448	(2.9)%
Fringe	504,564	500,834	(0.7)%
Services	602,964	570,000	(5.5)%
Other O&M	268,580	278,792	3.8%
Totals	\$2,786,780	\$2,720,074	(2.4)%



Board of Trustees FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Board of Trustees	8.0	8.0	0.0	
Government Relations	3.0	2.5	(0.5)	Intern
Internal Audit	3.0	3.0	0.0	
Totals	14.0	13.5	(0.5)	

Key Budget Changes:

- Transfer Software contracts to IT

Key Initiatives:

- Strategic Plan
- Board Management Software
- Transparent, accountable and accessible governance
- Stakeholder relationships and collaboration for shared transit solutions
- Agency leadership that engages employees and continues to build customer confidence



ATTACHMENT B

Changes from the Tentative to Final 2021 Budget

Organizational Changes

- Repurpose one FTE from Operations (Special Services) to People (Talent Development)
2021 impact - net zero budget impact and net zero FTE
- People – Change Records Management Clerk from part-time to full time
2021 impact - \$15,975 budget and 0.27 FTE increase
- Enterprise Strategy – Add one FTE creating an administrative support position
2021 impact - net zero budget and 1.0 FTE increase

Financial Plan Changes

- Update debt service/lease payments based on November, 2020 bond refunding and 2020 expected lease payments and terms
2021 impact: +\$2,300,000 to debt service/lease payments, no impact to operating budget

UTA 2021 Tentative Budget Public Comment Report



The Utah Transit Authority held a public comment period and public hearing to receive input on the 2021 Tentative Budget. The public hearing was held on Wednesday, November 11 at 6pm at UTA’s downtown Salt Lake City office at 669 West 200 South. COVID-19 precautions were in place – individuals attending in person were required to wear masks and practice safe social distancing. A remote attendance option was also made available via WebEx.

A 30-day public comment period on the Tentative Budget was held from November 11 through December 11. During the 30-day comment period, members of the public were invited to submit comments via email, online, mail, or over the phone. Information on the Tentative Budget was made available online at www.rideuta.com/budget, as well as onsite at UTA Headquarters. Appendix 1 details the promotion and outreach methods used to inform the community about this opportunity.

As part of the statutory requirements governing UTA’s budget process (Section 17B-1-702, Utah Code Annotated), notice of the 2021 Tentative Budget was sent directly to the Utah Governor, state legislature, and local city and county constituent entities. A total of five responses were received.

A total of 19 public comments were received between November 11 and December 10. Additional comments received through December 11 will be appended to this report.

Public Hearing, November 11, 2020 (3 comments):

1. *Brooke Green*: I just wanted to say you guys did a great job, I think everything looks great. Good job to all of you, you have a great team.

2. *Donald Geverts*: I am an engineering student at UVU and I just recently found out about this meeting. Where can I find more information about the data about future trends and more information about this?

3. *George Chapman*: I’m sorry to hear that it’s only 2 minutes, because you don’t get many comments, you should do 3 minutes. I’m disappointed there are no previous comments, I think that’s a big issue. A lot my comments should be adopted for the budget because I give you comments every week and a lot of them are applying to the budget. So my most important comment is that you have \$187 Million from the CARES act and nothing for riders, come on? Implement the \$1 bus fare – it’s really important that you understand the difference between rail and bus fare elasticities- I hope someone there at UTA understands that. You should be spending money now to increase ridership or accept low ridership for the next 10 years and without ridership increase there will be no justification for any projects including any BRT. UTA cannot justify spending \$100 million for the BRTs for 1-2 thousand

UTA 2021 Tentative Budget Public Comment Report



passengers a day. You promised 5 thousand riders on the S-line to justify \$40 million and it never got above 1600 – it's now 650. And every day I see reasons not to ride buses, cars parked so close to stops that they force buses to stay into the street. And I sent you a sign, a picture of a sign from UTA that told bus drivers to stay away from the curb. How dumb is that. So you also need a better server and software system, load balancing is a warning system, you shouldn't need to load balance. And your WebEx audio is wrongly set in the audio software setting.

Again stop covering up windows, clean windows, encourage ridership, it's the next best reason to ride a bus. That's my two minutes. I still think you should allow 3 minutes.

George granted one extra minute

Thank you very much. Just you cut me off at 2 minutes, and at 2 min 20 sec I was going to thank UTA. The previous commenter asked for more information and UTA has actually been pretty good over the last couple of years since the new system went into effect. You put into effect an easy way to find all the reports, including daily ridership reports. And that's impressive, but you also put in FrontRunner future possibilities and other future plans and I want to congratulate you on that. I still think you should be doing more, you know me, I want more always. I'm very very concerned about lack of ridership increase. You're down 50% still even though traffic on freeways is back to 90% of normal. And that's a warning sign. So right now for the next couple of months, I'm asking you, implement a \$1 fare, publicize it and get more riders back on mass transit. If you don't see the ridership increase in the next few months, I am thinking you will have low ridership for the next 10 years. Those are my comments. Thanks for the extra minute.

Online through OpenUTA, November 11 – December 10, 2020 (16 comments):

The OpenUTA page has had 93 visitors and 16 complete responses as of 12/10/20.

1. *Shawn Capenos*: I am new to Utah and have little prior experience reviewing budgets, but what I saw made sense to a novice and seems reasonable. Maybe this isn't the place, but I'd like to see a little more detail or links of where to find more info about what some of the Capital projects are, namely the (Frontrunner) Ogden Business Depot and double track initiatives. I have personal interest in the Pleasant View station going back into service, hence my general interest in the Frontrunner going-ons. Nonetheless,

UTA 2021 Tentative Budget Public Comment Report



<p>interesting to see the transparency in the UTA operation and I appreciate the presentation materials, very informative. Thanks!</p>
<p>2. <i>Unknown</i>: Please have front runner run on Sunday so I can see my family</p>
<p>3. <i>Mandy</i>: I rode UTA for years until May when the service levels dropped. The current service takes me 1 hour and 45 minutes each way, preciously it was only 1 hour. For me to ride again, the service would need to improve. I miss the 35 Max, the regular 35 bus is just too slow & the connections have long wait times.</p>
<p>4. <i>Mark Coolidge</i>: Not so much a question about the budget but a question or timeline on when service of TRAX might return to the airport. Thank you! Love using TRAX to the airport!</p>
<p>5. <i>Unknown</i>: I stopped commuting to work in March 2020 and do not plan to use public transportation in the future for regular commuting.</p>
<p>6. <i>William Carlson</i>: there are other projects that you can save some money by be better connector for the busses and the rail system</p>
<p>7. <i>Van Reese</i>: I used to ride almost every day, but with pandemic I have stopped. I was going to try riding again, but then the cases spiked. I would like to go back, and perhaps the new cleaning measures and better community mask wearing will help.</p>
<p>8. <i>Philip Sauvageau</i>: I appreciate the planning and proposed items. I could not find the anticipated long range cost needs for FrontRunner Double Tracking and how much the 2021 allocated would cover. Does the budgeted amount cover needs for long range project schedules? How much flexibility is there to purchase real estate along the FrontRunner corridor that becomes available before needed? Are bus stop signage replacements budgeted and scheduled for Weber, Davis, and Box Elder (I just see Salt Lake County in the summary)?</p>
<p>9. <i>Julie Nester</i>: PLEASE have the drivers “front door” the riders. I am so tired of seeing people take advantage by not paying. Revenue is down because drivers refuse to allow people to pay. I pay when I ride. I buy a pass and I expect others to as well. If drivers and passengers wear a mask and the barrier is in use, there is NO reason not to make people pay. I feel like I am being punished because I am honest</p>
<p>10. <i>Angie Couey</i>: One thing that I have noted as a passenger is that with the COVID-19 Pandemic many of the bus drivers are not collecting fare from passengers while other drivers are collecting fare. Since I use my [FAREPAY] card and can tap on and off from either the back or the front of the bus I have still been charged to ride but those with cash or claiming to have cash frequently are riding for free because the drivers are to paranoid to collect money since it means having passengers less than 6 feet away from them in order to put the money in the collection slot. This means I am contributing to UTA's budget while many other passengers are only sometimes or not never contributing by paying their fare. I am concerned that if either taxes are raised to make up the difference in revenue loss or fares are increased to make up for loss of revenue</p>

UTA 2021 Tentative Budget Public Comment Report



<p>during the pandemic this would raise my portion of costs for maintaining UTA. As it is because of changes to fares, using my [FAREPAY] card I will need to pay an additional \$1.00 a day ride UTA, as up to now I have avoided using Trax when ever possible to save that extra fifty cents it costs to use Trax, but now I will have to pay the same amount regardless if I take the bus or Trax to a destination.</p>
<p>11. <i>Karl Quist</i>: I think the 2021 budget seems reasonable, especially considering the current circumstances and restrictions. Realizing you may not be able to respond, but is there consideration in the future budget for a possible rail project connecting SL County and Tooele County? Thank you for your hard work!</p>
<p>12. <i>Steven C Blue</i>: Were would you buy a monthly UTA-Bus Pass ? Were would find the schedule for UTA ? Seniors do not have a computer access. Were are these tings posted at ? On the walls of the Bus Stop, I work a Graveyard Shift does UTA have a schedule for that, but I do not live in Salt Lake City but on the outside.</p>
<p>13. <i>Paul O'Brien</i>: One of the 2021 Agency Goals under the category of "Service" is--- Innovate service with a focus on customer experience. The current customer experience on a bus with the windows covered with advertising is not good. The view out the window is distorted making it difficult to read street addresses and business names. On page 12 of the 2021 Tentative Budget projected advertising revenue is \$1,363,000 and on page 16 of the budget document it is noted that advertising revenue is 0.2% of total operating revenue. A small budget reduction in this projected revenue by removing and prohibiting advertising on bus windows will enhance the customer experience and support the agency goals for 2021. If the current contract with Lamar does not allow this, before granting another extension to the contract or going out for bid again this minor adjustment to the advertising protocols should be implemented. The impact on the budget will be minimal and the positive impact for the bus rider will be significant.</p>
<p>14. <i>Judy Lord</i>: I appreciate the enhanced vehicle cleaning plans. What is the TIGER program? Why is the Administration Budget increasing by 2 million dollars?</p>
<p>15. <i>Paul Hughes</i>: If u actually listened to riders u would not have done away with monthly passes from the ticket vending machines but u don't u have ur minds already made up and don't give a damn what the public wants.</p>
<p>16. <i>Monika Kuba</i>: The train should go to Logan and pass through pleasant view. There should be more trains on key days so the wait is not an hour. Should be a trax from Ogden station to Weber state (it takes an hour by bus which is ridiculous)</p>

UTA 2021 Tentative Budget Public Comment Report



Public Hearing Officer Email, November 11 – December 10, 2020:

No comments received

Customer Service Phone Number, November 11 – December 10, 2020:

No additional comments received

Stakeholder Responses, November 4 – December 10, 2020:

Five responses were received from the following stakeholders:

- Davis County
- Emigration Township
- Herriman City
- South Jordan City
- Bountiful

UTA 2021 Tentative Budget Public Comment Report



Appendix 1 Promotion and Outreach

Email via GovDelivery

Sent to Rider Insider subscribers & FAREPAY registered users

- 15,331 total sent
- 15,072 total delivered
- 2,937 total opened
- 246 clicked to learn more/provide feedback

Facebook Posts

Engagements are number of unique people who engaged with post, including liking, sharing, and clicking.

- 11/09/20 (paid) – 20 likes; 4 shares; 8 comments about fare enforcement, masks, and cleaning; 253 total engagements
 - Total Reach: 8540 (Paid reach: 7,644)
- 11/10/20 (virtual public open house) – 6 likes; 153 total engagements
 - Reach: 620
 - Unique Views: 263
- 11/11/20 – 5 likes; 12 total engagements
 - Reach: 1,010
- 12/01/20 – 7 likes; 1 comment about Tooele and trains; 29 total engagements
 - Reach: 995
- 12/03/20 – 5 likes; 14 total engagements
 - Reach: 1,043
- 12/08/20 – 2 likes; 7 total engagements
 - Reach: 196

Instagram Posts

- 12/03/20 – 22 likes
- 11/06/20 – 22 likes, 2 comments about mask enforcement

Twitter Posts

- 11/06/20 – 3 likes, 1 retweet
- 11/09/20 – 7 likes, 3 retweets
- 11/10/20 – 2 likes, 2 retweets
- 11/10/20 – 7 likes, 3 retweets, 2 comments (nothing notable)
- 11/11/20 - 3 likes, 2 retweets

UTA 2021 Tentative Budget Public Comment Report



- 11/12/20 – 2 likes, 2 retweets
- 12/01/20 – 4 likes, 1 retweet
- 12/03/20 – 2 likes, 1 retweet
- 12/08/20 – 4 likes, 3 retweets

RideUTA Blog Post

- Link: <https://rideuta.com/news/2020/11/Budget-2021>
- 36 views

YouTube Channel

- Virtual Public Open House, 11/10: 71 views, 2 likes
- Public Hearing, 11/11: 50 views

Partners

The following internal and external partners were asked to share this information with their networks.

- Planning
- Civil Rights
- Business Development & Fares
- WFRC
- MAG



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Sheldon Shaw, Director of Safety and Security

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Resolution R2020-12-09 Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP)
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-12-09 Authorizing the Authority's Executive Director as the Accountable Executive to approve, execute and deliver the 2021 TASP on behalf of UTA.
BACKGROUND:	<p>The Federal Transit Administration (FTA) under rule 49 CFR Part 673 requires Rail Transit Agencies (RTA's) to have a compliant TASP.</p> <p>Currently, the TASP covers all modes and business units at UTA.</p>
DISCUSSION:	<p>General requirements for the TASP include:</p> <ol style="list-style-type: none">1. An approval by the agency's Accountable Executive and Board of Directors (or an equivalent authority);2. The designation of a Chief Safety Officer;3. The documented processes of the agency's Safety Management System (SMS), including the agency's Safety Management Policy and processes for Safety Risk Management, Safety Assurance, and Safety Promotion;4. An employee reporting program;5. Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);6. Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan (NSP); and7. A process and timeline for conducting an annual review and update of the safety plan. <p>A summary of the changes from the 2020 TASP is included in Attachment 1.</p>
ALTERNATIVES:	N/A

FISCAL IMPACT:	Compliance with the rule is required of recipients of financial assistance under 5307.
ATTACHMENTS:	<ol style="list-style-type: none">1) 2021 TASP changes summary2) Resolution of Approval including Exhibit A, UTA Transit Agency Safety Plan

2021 TASP – Summary of Changes

- Revision Table: Updated Person Issuing Changes
- Definitions updated to include C3RS and CMS
- II.1.1.6 Corrective Action Plan (CAP) updated to mirror the SSO Program Standards and Procedures Manual.
- II.1.3 Hazard Identification,
 - Added acceptable means of reporting safety conditions
 - Updated Hazard Management Process Flowchart to include C3RS

1.3.1 Added information on the Confidential Close-Call Reporting System (C3RS) and the related database of the Case Management System (CMS), including adding to:

- I 1.3.8 UTA Org Chart updated with new changes to structure
 - Safety and Security Org Chart updated
- I 4.3 Emergency Management Team Meeting, updated FLSSC meeting specifics
- III 2.1.2 UDOT/SSO Notification
 - Included clarification on reporting requirements for fatalities.
 - Included clarification on reporting requirements for collisions.
 - Updated SSO contact information.
 - Updated Crisis Management Center contact information to TOC
- III 3.1 Data Collection – Clarified mode-specific language.
- Updated appendix items including first report of injury and updated maps
- Grammatical improvements for clarity.
- Some of these changes resulted in page numbers being changed, and resulting changes to the Table of Contents.
- Removed mention of Bus Rapid Transit Lines (BRT), due align with definitions of BRT by FTA.
- IV 1.3.2.12 added Chief of Enterprise Strategy Officer and departments

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF THE
AUTHORITY'S AMENDED TRANSIT AGENCY SAFETY PLAN**

2020-12-09

December 16, 2020

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

WHEREAS, the Authority operates a light rail system known as TRAX (the "TRAX System"); and

WHEREAS, the TRAX System is a rail fixed guideway public transit system, the safety of which is regulated by the Utah Department of Transportation under the Federal Transit Administration's state safety oversight laws and regulations (collectively the "SSO Rules"); and

WHEREAS, pursuant to the SSO Rules, the Authority is required to develop a comprehensive public transit agency safety plan (the "TASP") to: (i) identify and evaluate safety risks related to the TRAX System; (ii) implement strategies mitigating such risks; (iii) establish a process for annual reviews of the safety plan; (iv) set safety performance targets; (v) assign safety responsibilities; and (v) establish a staff safety training program; and

WHEREAS, the SSO Rules require that the TASP, and any updates to the TASP, be approved by the Board of Trustees for the Authority (the "Board") and executed by a single executive who has ultimate responsibility for implementing the TASP (the "Accountable Executive"); and

WHEREAS, the Authority has prepared a revised TASP in the form attached as Exhibit A, which revised TASP has been presented to the Board for review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the TASP attached as Exhibit A.
2. That Resolution R2019-12-02, approving the TASP and Accountable Executive for 2020 is hereby superseded.
3. That the Board hereby designates the Authority's Executive Director as the Accountable Executive and authorizes the Executive Director to execute and deliver the TASP on behalf of the Authority.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the TASP.
5. That the corporate seal be attached hereto.

Approved and adopted this 16^h day of December 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

56A03B67C491492...

Legal Counsel

Exhibit A
(Transit Agency Safety Plan)

UTAH TRANSIT AUTHORITY

TRANSIT AGENCY SAFETY PLAN (TASP)



January 2021

Revision Date	Description of Revisions	Person Issuing Changes
November 1999	Original SSPP issue which includes the System Security Plan	Steve Cain UTA Risk Manager
January 2001	Annual Update	Ed Buchanan Rail Safety Administrator
January 2002	Annual Update (TRAX Only Removal of Bus info.)	Ed Buchanan Rail Safety Administrator
January 2003	Annual Update (Removal of System Security Plan)	Ed Buchanan Rail Safety Administrator
January 2004	Annual Update	Ed Buchanan Rail Safety Administrator
January 2005	Annual Update	Ed Buchanan Rail Safety Administrator
April 2006	Final Rule 659 changes – New standards from UDOT	Ed Buchanan Rail Safety Administrator
April 2007	Implemented the SSPP requirements for commuter railroads using The Manual for the Development of SSPP for Commuter Railroads 5/15/06	Ed Buchanan Rail Safety Administrator
January 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
December 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
April 2010	Annual Update	Ronald W. Nickle Rail Safety Administrator
February 2011	Annual Update	Ronald W. Nickle Rail Safety Administrator
October 2012	Annual Update, (OHSAS 18001)	Ed Buchanan Safety Department
January 2013	Annual Update	Darin L. Francom Safety Department

January 2014	Annual Update	Darin L. Francom Safety Department
January 2015	Annual Update, Change document to Transit Agency Safety Plan (TASP) format in preparation for the implementation of MAP-21 requirements from 49 USC 5329 (e)	Darin L. Francom Ed Buchanan Safety Department
January 2016	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2017	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2018	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2019	Annual Review and Update	Darin L. Francom Sheldon Shaw Safety Department
January 2020	Annual Review and Update	Darin L. Francom Travis King Safety Department
January 2021	Annual Review and Update	Travis King Tina Bartholomew Safety Department

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DEFINITIONS AND ACRONYMS

DEFINITIONS

accident :	In accordance with 49 CFR Part 674, an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Confidential Close-Call Reporting System (C3RS):	A voluntary confidential program allowing employees and contractors to report close-calls. The program provides a safe environment for employees and contractors to report unsafe events and conditions.
Case Management System (CMS):	The online database and process that makes up the C3RS program.
certifiable items list (CIL):	A UTA-approved list of safety and security critical certifiable elements and sub-elements.
corrective action plan (CAP):	A plan developed by the rail transit agency that describes the actions the rail transit agency will take to minimize, control, correct, or eliminate hazards, and the schedule for implementing those actions.
Event:	Means, in accordance with 49 CFR Part 674, an Accident, Incident, or Occurrence.
face up means:	When two trains are moving toward each other on the same track due to system or operator error and have the potential to collide.
fail-safe:	A design feature that ensures the system remains safe, or in the event of a failure, causes the system to revert to a state that will not cause a mishap.
hazard:	Any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment or property; or damage to the environment.
hazard management:	The process of identification and analysis of a hazard to mitigate, control, or accept it.
Incident:	In accordance with 49 CFR Part 674, an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a rail transit agency.
National Transit Database (NTD):	An Internet-based system for reporting of major and non-major events administered by the FTA at www.NTDProgram.com
Occurrence:	An event where there is no personal injury, nor property damage that causes disruption to rail services. Such events include close calls, near misses, and vandalism/theft.

passenger:	A person who is boarding, on board, or alighting from a transit vehicle for the purpose of travel.
Positive Train Control (PTC):	A system that uses communication-based/processor-based train control technology that is capable of reliably and functionally preventing train-to-train collisions, overspeed derailments, incursions into established work zone limits, and the movement of a train through a main line switch in the wrong position.
Rail Fixed Guideway System (RFGS):	As determined by FTA, any light, heavy, or rapid rail system, monorail, inclined planer, funicular, trolley, or automated guideway not regulated by the FRA, that is included in FTA's calculation of fixed guideway route miles or receives funding under formula program for urbanized areas.
Rail transit controlled property:	A property that is used by the rail transit agency and may be owned, leased, or maintained by the rail transit agency.
Rail transit vehicle:	The rail transits agency's rolling stock, including, but not limited, to passenger or maintenance vehicles.
Revenue service operation:	Any transit service operation that is available for public use.
Risk:	An expression of possible loss over a specified period of time or number of operational cycles. It may be expressed as the product of hazard severity and probability.
Rule:	The regulations, promulgated by the Federal Transit Administration, regarding the state safety oversight of rail fixed guideway systems. The 49 CFR Part 659 Final Rule became effective May 1, 2005.
Safety:	Freedom from harm resulting from unintentional acts or circumstances.
Safety critical:	A term applied to any condition, event, operation, process, or item whose proper recognition, control, performance, or tolerance is essential to safe system operation (e.g., safety critical function, safety critical path, safety critical component).
S:\\ or S Drive or Safety Drive:	This is the shared network drive for the safety department, found on the UTA network at \\users\departments\safety department.
Safety management system:	A method of identifying hazards and controlling risks in a work and operational environment that continually monitors these methods for effectiveness.

Serious injury:	<p>Serious injury means, in accordance with 49 CFR Part 674, any injury which:</p> <ol style="list-style-type: none"> 1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2. Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3. Causes severe hemorrhages, nerve, muscle, or tendon damage; 4. Involves any internal organ; or 5. 5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.)
State Safety Oversight Agency (SSOA):	<p>State Safety Oversight Agency (SSOA) means the entity, other than the rail transit agency, designated by the state or several states to implement the safety and security oversight of rail transit agencies. In particular for this document, SSOA refers to the Utah Safety Oversight Program, managed by the Utah Department of Transportation.</p>
System life cycle:	<p>All phases of the system's life including design, research, development, test and evaluation, production, deployment (inventory), operations, support, and disposal.</p>
UDOT Program Procedures and Standards:	<p>Program Procedures and Standards means a written document developed and adopted by the oversight agency (UDOT), that describes the policies, objectives, responsibilities, and procedures used to provide rail transit agency safety and security oversight.</p>
system security plan (SSP):	<p>Document describing the responsibilities and procedures for security of a system.</p>
temporal separation:	<p>Operating conventional freight/passenger and transit rail equipment at completely distinct periods of the day, and procedures to ensure strict observation of the defined operating windows.</p>

ACRONYMS

APTA	American Public Transportation Associates	OHA	Operational Hazard Analysis
ARC	Accident Review Committee	PAR	Preventive Action Request
AC	Activation Committee	PHA	Preliminary Hazard Analysis
BSC	Bus Safety Committee	POC	Point of Contact
CAP	Corrective Action Plan	PTC	Positive Train Control
CAR	Corrective Action Request	QA	Quality Assurance
CCC	Configuration Control Committee	QC	Quality Control
ED	Executive Director	RAP	Rail Activation Plan
CFR	Code of Federal Regulations	RFGS	Rail Fixed Guideway System
CIL	Certifiable Items List	RGM	Rail/Regional General Manager
CR	Commuter Rail	RSC	Rail Safety Committee
CSC	Construction Safety Committee	SMS	Safety Management System
DSS	Director of Safety & Security	SOP	Standard Operating Procedure
DHS	Department of Homeland Security	SSCVR	Safety and Security Certificate Verification Report
EPP	Emergency Preparedness Plan	SSO	State Safety Oversight
FAST	Fixing America's Surface transportation	SSP	System Security Plan
FHR	Final Hazard Rating	SSPP	System Safety Program Plan (replaced by TASP)
FLSSC	Fire Life Safety and Security Committee	SSPS	System Safety Program Standard
FRA	Federal Railroad Administration	SSRC	Safety and Security Management Review Committee
FTA	Federal Transportation Administration	SSWG	Safety and Security Working Group
GHS	Global Harmonized System	TASP	Transit Agency Safety Plan (replaces SSPP)
GM	General Manager	TOC	Transportation Operations Center
GMSSC	General Manager's Safety and Security Committee	TSA	Transportation Safety Administration
IHR	Initial Hazard Rating	TVA	Threat and Vulnerability Assessment
MAP-21	Moving Ahead for Progress in the 21st Century	UDOT	Utah Department of Transportation
MOC	Management of Change	UOSH	Utah Occupational Safety and Health Administration
NCR	Non Conformance Report	UTA	Utah Transit Authority
NRC	National Response Center	UVX	Utah Valley Xpress
NTD	Nation Transit Database		
NTSB	National Transportation Safety Board		

I POLICY

Pillar I of the Transit Agency Safety Plan is Safety Policy. This is at its most simple, the safety policy developed, approved and signed by the authority. However, this pillar also describes UTA's commitment to safety, its objectives and safety goals and the organizational structure established and plans written to obtain these goals and objectives.

1.1 AUTHORITY AND POLICY STATEMENT

1.1.1 INTRODUCTION

Utah Transit Authority (UTA) is a special transportation district of the state of Utah with its headquarters at 669 West 200 South, Salt Lake City, Utah, 84101. UTA was created on March 2, 1970 by the Utah Legislature. UTA is multimodal agency comprised of light rail, commuter rail, bus, and special services.

UTA's mission is to strengthen and connect communities, enabling individuals to pursue a fuller life with greater ease and convenience by leading in partnering, planning, and wise investment of physical, economic, and human resources. In accordance with the directives of Moving Ahead for Progress in the 21st Century Act, (MAP-21) and Fixing America's Surface Transportation (FAST) Act, UTA undertook the conversion of the System Safety Program Plan (SSPP) into the Transit Agency Safety Plan (TASP) in 2015. The TASP consists of a series of policies and procedures, which must be undertaken to ensure the safety of our customers, employees, emergency responders, and the general public. Development of the TASP was completed in accordance with Title 49 Code of Federal Regulations (CFR) Chapter 53, Utah Department of Transportation (UDOT) State Safety Oversight (SSO) Program Procedures and Standards; Federal Transportation Administration (FTA) and Federal Railroad Administration (FRA); rules and regulations and Utah Occupational Safety and Health Administration (Utah OSHA). The TASP is the system-wide governing safety document for all transit modes operated by UTA.

1.1.2 AUTHORITY

FTA regulates by granting authority to develop state safety oversight programs, as defined by 49 CFR 674 - In 2017 UDOT became certified under Part 674.

The FTA recognizes UDOT, as the state safety oversight agency for Utah. UDOT SSO is FTA's appointed safety oversight agency, working cooperatively to regulate UTA's light rail transit (TRAX/Streetcar), by ensuring compliance with state and federal requirements, regulations, and guidance, as applicable.

The FTA functions as both an administrator of funds for capital projects and as a federal regulator as defined by 49 CFR 659, 670 and 673. The FTA conducts regular audits of the state safety oversight agency (UDOT-SSOA), to determine the SSO's and UTA's compliance to the FTA's general requirements. UTA's light rail service TRAX/Streetcar is regulated by the FRA, FTA, and UDOT SSO agencies. Portions of TRAX right-of-way are shared with freight operations. Limited-freight operations are achieved with freight railroads through a temporal separation agreement and, and as such come under FRA jurisdiction oversight.

UTA's commuter rail service (Front Runner) is fully regulated by the FRA, and is not regulated by the UDOT-SSO, or the FTA.

1.1.3 POLICY STATEMENT

Utah Transit Authority (UTA) is committed to promoting a positive safety culture and creating a workplace that is safe, healthy and injury free. Our employees are our most valuable asset and the safety and health of each employee is our first priority. This policy applies to all personnel and every aspect of the company's activities. Having a positive safety culture must include ownership by each employee, willingness to identify and correct safety deficiencies, and effective communication.

UTA utilizes a Safety Management System (SMS) to prevent accidents and reduce risk of injury and minimize damage to property and equipment. We work proactively towards identifying and reducing the existence of hazards and risks in the workplace and in our system. As the Accountable Executive for all operations and activities, I will ensure that resources are available to ensure our SMS is robust and successful. The SMS Program is managed under my authority by the Director of Safety and Security.

UTA management will take steps to prevent workplace incidents, injuries and illnesses and will provide support of safety program initiatives. They will utilize the employee reporting program to achieving a safer, healthier workplace; keep informed about workplace safety and health hazards; and regularly review the company safety and health program.

UTA supervisors are responsible for supervising and training workers in safe work practices. They are expected to enforce company safety rules and work to eliminate hazardous conditions. Supervisors will lead safety efforts by example.

All UTA employees are expected and encouraged to participate in safety and health program activities which includes reporting hazards, reporting unsafe work practices, reporting near misses and accidents immediately to their supervisor or a safety committee representative. All employees will wear required personal protective equipment (PPE) and participate in and support safety activities. Employees will serve as Safety Ambassadors by working safely, complying with requirements and serving as an example to others.

Disciplinary action will not be taken against an employee who acts to prevent an injury or who reports any incident, close call or hazard. All employees are required to abide by the standards and procedures set forth in the Transit Agency Safety Plan (TASP). Elements such as illegal activity, negligence, acts of willful misconduct, or undue care and attention shall be considered outside the scope of this policy.

Carolyn Gonot
Executive Director
Utah Transit Authority

Date

Sheldon Shaw
Director of Safety and Security
Utah Transit Authority

Date

1.1.4 EXECUTIVE SIGNATURES

Following general requirements and guidelines from 49 CFR 674, in compliance with the Fixing America's Surface Transportation (FAST) Act and to meet the FTA State Safety Oversight Standard, the Utah Transit Authority has developed a combined bus and rail Transit Agency Safety Plan (TASP) as our governing system safety plan.

As UTA Executives and Senior Leaders, we have reviewed and endorse the UTA Transit Agency Safety Plan. We also understand that we have the authority and responsibility for day to day implementation and operation of UTA's Safety Management System (SMS).

<i>D. Eddy Cumins</i> Chief Operating Officer	<i>Date</i>	<i>Lorin Simpson</i> Regional GM Salt Lake BU	<i>Date</i>
<i>William Greene</i> Chief Financial Officer	<i>Date</i>	<i>Andres Colman</i> Regional GM Mt. Ogden BU	<i>Date</i>
<i>Nichol Bourdeaux</i> Chief Planning & Engagement Officer	<i>Date</i>	<i>Mary DeLaMare-Schaefer</i> Regional GM Timpanogos BU	
<i>Kim Ulibarri</i> Chief People Officer	<i>Date</i>	<i>Benjamin Adams</i> Acting Special Services GM	
<i>Sheldon Shaw</i> Director of Safety and Security	<i>Date</i>	<i>Cherryl Beveridge</i> Light Rail General Manager	
<i>David M. Wilkins</i> Assistant Attorney General Director Transit Law Section		<i>Bruce Cardon</i> Commuter Rail General Manager	
<i>Mary DeLoretto</i> Chief Service Development Officer		<i>David Hancock</i> Director of Asset Management	
<i>Alisha Garrett</i> Chief Enterprise Strategy Officer			

1.2 GOALS AND OBJECTIVES

The Transit Agency Safety Plan (TASP) establishes formal structure and processes to be used by UTA to identify, assess, track, control, minimize, and resolve hazards associated with UTA bus and rail systems. The TASP will be used as a means of preventing injuries, incidents, accidents, system disruption, environmental damage, and other losses. It demonstrates UTA's commitment to safety and compliance through loss prevention programs. The plan is consistent with federal, state, and local regulations, and it sets forth procedures to comply with standards and conditions of industry, 49 CFR Part 659, UDOT's SSO Program Standards, and applicable FRA rules and regulations applicable to TRAX and FrontRunner as contained in 49 CFR.

The TASP applies to the planning, design, procurement, construction, activation, operations, and maintenance services of the bus and rail system. The TASP is approved by and implemented under the direction of the General Manager's Safety and Security Committee (GMSSC). UTA embraces and participates with the Utah Department of Transportation in achieving the state wide goal of "Zero Fatalities" program. "This is a goal that everyone can live with".

UTA's annual objectives are:

- A. Avoidable accident rate per 100,000 miles:
 - a. Bus less than 1.0
- B. FRA Reportable accident rate per 100,000 miles:
 - a. FrontRunner less than 0.5
- C. Safety Performance Measure: Injuries per 100,000 miles:
 - a. Light Rail less than 1.1
 - b. Bus less than 0.2
- D. Safety Performance Measure: Fatalities per 100,000 miles. UTA's goal is zero fatalities:
 - a. Light Rail 0.0
 - b. Bus 0.0
 - c. FrontRunner 0.0
- E. Safety Performance Measure: Safety events per 100,000 miles:
 - a. Light Rail less than 2.5
 - b. Bus less than 0.35
- F. Safety Performance Measure: System Reliability. Mean distance between major mechanical failures:
 - a. Light Rail greater than 7,000 miles
 - b. FrontRunner greater than 14,000
 - c. Bus Fixed + Route Deviation greater than 18,000 miles
 - d. Paratransit greater than 23,000 miles
- G. Total employee industrial injuries less than .75 per 100 employees
 - a. 10% reduction of OSHA reportable injuries
- H. Eliminate or mitigate Serious and High Hazards

1.2.1 GOALS AND MANAGEMENT RESPONSIBILITIES

The goal of UTA's TASP is to utilize and achieve the highest practical level of safety in order to protect passengers, employees, emergency responders, contractors, invitees, and property. At a minimum, the TASP ensures the following processes are incorporated into UTA's system safety programs, plans, processes, and practices to achieve its goals to:

- a. Define the physical, functional, and operational characteristics of its transit system with its potential impact to people, equipment, infrastructure, facilities, and its operating environment.
- b. Identify hazards or undesired events by examining historical data, causes, and contributing factors.

- c. Provide a level of safety that is consistent with transit bus and rail standards.
- d. Assess risks by balancing the potential frequency of a hazard occurring against the severity of the event, and quantify the event into acceptable or unacceptable categories.
- e. Eliminate, mitigate, or control unacceptable or undesirable hazards to acceptable levels.
- f. Monitor hazard resolution effectiveness and determine if there are unexpected hazards.
- g. Comply with federal, state, and local rules and regulations.
- h. Determine if UTA's goals and objectives were achieved.
- i. Continually improve and evaluate system safety design.

The GMSSC is responsible for the development of goals for the TASP. The Safety and Security Director is responsible to report directly to the GMSSC on compliance with the TASP. The TASP's intent is to:

- a. Establish a clearly defined safety structure with lines of authority and responsibility to implement the program, processes, and policies that integrates safety into all aspects of UTA functions.
- b. Provide means of measuring and achieving UTA safety goals and initiatives, and compliance with rules and regulations.
- c. Provide a comprehensive hazard management program to effectively identify and resolve issues.
- d. Set procedures for review, approval, and documentation of modifications to existing systems, vehicles, facilities, and equipment.
- e. Set processes to address safety issues for activation of new systems and modifications to existing systems, facilities, and vehicles prior to initiation of service.
- f. Establish standards for emergency preparedness and management.
- g. Set procedures for conducting continual internal audits, and inspections to evaluate TASP compliance.
- h. Set procedures for ensuring compliance to safety rules and regulations that impact operations or maintenance.
- i. Set procedures for conducting an ongoing maintenance inspections program of vehicles, equipment, facilities, and maintenance cycles, with documentation and the integration of identified safety concerns into the hazard management process.
- j. Set safety training standards for employees and contractors.
- k. Establish a configuration management control process for modifications during operations.
- l. Establish standards for and compliance with the hazardous materials program.
- m. Establish standards for and compliance with the drug and alcohol program.
- n. Establish standards for and compliance with procurement processes.

1.2.2 CORPORATE SAFETY POLICIES

Guided by the principles contained in this TASP, the Director of Safety and Security, under the direction of, and as approved by the GMSSC, has developed specific corporate safety and loss control policies. These policies set the framework for guiding the safety program. All UTA corporate safety policies including UTA's TASP are available on the UTA intranet. UTA employees are notified via company email on an annual basis of the newly revised TASP along with its location within UTA's Intranet.

1.2.3 INTEGRATING SAFETY INTO ALL ASPECTS OF UTA

The objective of safety at UTA is the continual improvement of our processes and operations to maximize safety to the highest practicable level. This effort is undertaken by providing continual opportunities for employees to be reminded of safety, incorporate safe practices into their operations, and multiple means for each employee to identify potential hazards.

We accomplish this through safety first messages at UTA meetings, safety committee meetings, weekly Safety messages, monthly safety posters, identification and mitigation of hazards, proactive reviews and inspections to identify potential hazards.

Within the different departments, multiple means of incorporating safety are presented. As examples:

- a. Safety is part of the Planning Departments “Next Tier” planning meetings to plan for safety in new projects at the earliest opportunity.
- b. Safety participates in the Transit Oriented Development (TOD) meetings to identify and raise safety concerns.
- c. In new construction projects – safety is considered in Construction Safety Committee, Design and Construction Meeting, Safety and Security Working Group, and Activation Committee meetings.
- d. Safety has representation in the Technology Advisory Group in selection and implementation of new technology programs.
- e. Safety works with public relations for signs, vehicle wraps, handouts, wristbands, billboards, commercials and social media to maximize the safety message to the community.
- f. Safety is fully incorporated into training in business units, conducts Roadway Worker Protection, Globally Harmonized System (GHS); Safety Management System (SMS), Security / Incident Command Structure training; and presents multiple updates at Manager, Corporate Staff, and Executive Team meetings.

1.3 OVERVIEW OF MANAGEMENT STRUCTURE

1.3.1 UTA BOARD OF TRUSTEES AND EXECUTIVE STAFF

UTA was incorporated on March 2, 1970, under the authority of the Utah Public Transit District Act of 1969 for the purpose of providing a public mass transportation system for Utah communities.

The governance structure of UTA includes a 3-member full time board of trustees, which is the legislative body for UTA and determines all questions of policy, currently governs UTA. UTA's board of trustees appoints the Executive Director (ED), who is the Accountable Executive for safety and asset management. Under 2018 legislation, the board hires, sets the salaries, and develops performance targets and evaluations for the Executive Director, Internal Auditor, Chief People Officer, Chief Service Development Officer, Chief Operating Officer, Chief Financial Officer, the Chief of Planning and Engagement, and the Chief of Enterprise Strategy. The Executive Director is charged with certain responsibilities, some of which require coordination with, or providing advice to, the board of trustees. Legal counsel is provided by the Utah Attorney General's Office.

The ED has full charge of the acquisition, construction, maintenance, and operations of the system and facilities of UTA, and of the administration of UTA business affairs. The ED supervises executive staff of chief department officers. Included in these officers, the chief operations officer is responsible for bus and rail transit operations in accordance with the direction, goals, and policies of the board of trustees. The Safety and Security Director has responsibility for corporate safety. The safety department reports quarterly to the ED and executive staff during meetings of the General Managers Safety and Security Committee (GMSSC).

1.3.2 MANAGEMENT – KEY ROLE IN SAFETY

UTA's safety program is incorporated into every aspect of transit services, by rail and bus service managers. Safe operations of bus and rail units are the responsibility of the rail/regional general manager (RGM). Each operating division has an appointed RGM, who along with managers and supervisors are responsible for implementing policies and procedures for safe operations. The rail/regional general managers of the rail and bus units have charged their management teams to effectively manage safety, and to develop safety programs, plans, procedures, training, policies, and rules to govern safety; and to fully comply with the TASP. Bus and rail maintenance facilities are staffed with a manager of maintenance responsible for the safe operation of the facility, and are supported by shift supervisors and maintenance workers during their performing maintenance, servicing, and inspection.

Supervisors' responsibilities place them at the forefront of UTA's rail and bus services safety efforts. A significant portion of their duty is to serve as frontline safety officers; monitoring, ensuring, and emphasizing safety performance, rules compliance, and promoting a strong safety climate. All employees are charged with adhering to safety, but supervisors are UTA's key to improved safety-related behavior, and positive safety outcomes. Supervisors have the responsibility to monitor safety compliance of their employees and ascertain that employees understand their job functions and the safety requirements of that job.

UTA safety compliance is managed at the lowest levels. Each employee is trained in safety, job duties, and given responsibility for their own safety and the safety with whom he/she works. All employees have the authority to halt an operation if it is deemed to be unsafe. UTA's system safety processes emphasize open and fair dialog between leaders and subordinates to increase the commitment to safety at all levels.

In an oversight role, Safety Administrators report to the Safety and Security Director. Safety Administrators have a role in executing the functions necessary to ensure safety, to include the following:

- a. Coordinate safety activities of the agency.
- b. Compile safety data and perform analysis to identify and assess operational risk.
- c. Assist in the investigation of accidents and incidents as appropriate.
- d. Review maintenance records to identify safety problems related to maintenance activities.
- e. Evaluate hazard resolutions proposed by departments.
- f. Perform analysis to identify and resolve hazards.
- g. Evaluate proposed system modifications from a safety perspective.
- h. Conduct safety audits, reviews, and inspections.
- i. Provide oversight for safety training content and delivery.
- j. Provide safety support such as field and laboratory testing.

The Safety Department will conduct regularly scheduled internal safety audits to evaluate compliance and conformance with UTA's TASP, UDOT-SSO Program Standards; and 49 CFR 673. Safety Administrators serve as alternates to each other. Safety Administrators work closely with management and employees, through various processes and committees, and have authority to determine compliance. When warranted, Safety Administrators may issue corrective action plans (CAP), non-conformance reports (NCR), corrective action requests (CAR), and preventive action requests (PAR) as part of the ISO Environmental, Quality and Safety programs. UTA is certified under OHSAS 18001 Safety Management System (SMS). Safety Administrators are the designated contacts to regulatory agencies, and serve as alternate contacts to the UDOT-SSO oversight agency, Transportation Safety Administration (TSA), and Division of Homeland Security (DHS).

1.3.3 MANAGEMENT – TRANSIT AGENCY SAFETY PLAN (TASP)

UTA's Executive Director, having authorized and endorsed the program and resulting plans, processes and procedures, has delegated the responsibility to update and implement UTA's Transit Agency Safety Plan (TASP) to the Safety and Security Director. The Safety Department is responsible to oversee the writing and development of the TASP, and to conduct annual updates and revisions, and to disseminate the TASP document in accordance with UDOT SSO Program Standards, and 49 CFR 673, General Requirements.

The TASP is reviewed with and distributed to the ED, chief officers, and regional general managers who comprise the General Manager's Safety and Security Committee. The TASP is also distributed to members of the other safety committees (see chapter 5) and reviewed with new employees. In addition to the above distribution list the TASP is distributed to all employees of the Authority via email. The TASP is also made available to all UTA employees on the company intranet "<http://sharepoint/Pages/default.aspx>" or "<http://utanet/Pages/default.aspx>". UTA employees will be notified via company email of the newly updated TASP on an annual basis. Old versions of the TASP will be removed and replaced with latest approved TASP as they are made available. This process will be initiated and supervised under the direction of the Safety Manager.

The S: Drive on UTA's network is used for the purpose of storing and tracking past and current safety sensitive information and documents; including the TASP, incident and accident reports, corrective action plans, hazard logs, inspections, audits etc. The S: drive is a secured drive and only accessible to safety department, designated personnel and the SSO manager. Current Data and reports are maintained and kept by the safety department and can be reviewed by the SSO Manager at any time.

1.3.4 LIGHT RAIL SERVICE

UTA's TRAX light rail and S-Line streetcar services are managed by the General Manager of Light Rail. TRAX service began operations December 4, 1999, and serves Salt Lake County, with an annual ridership of 19,500,000 passengers. TRAX operates 48 stations over 44 miles of track that started with the North-South line, from Sandy to the Salt Lake City. TRAX service includes the Red Line which extends from Daybreak to the University of Utah Medical Center. The Green Line starts at the West Valley City Hall and runs to the Salt Lake City International Airport. The Blue line runs from Draper City in the south (12300 South) to the Salt Lake Central Station at 500 West 300 South. The S-Line Streetcar line runs from the TRAX Central Point Station at 2250 South to Fairmont Station at McClelland St. (Approximately 11th East).

Rail maintenance facilities for light rail vehicles are located at Midvale (613 West 6960 South) and Jordan River (2264 South 900 West). Portions of TRAX are under the Federal Railroad Administration's (FRA) regulation. These segments are from 1250 South to 6100 South on the North-South line and from 6400 South to 5600 West on the Mid-Jordan line. Passenger TRAX operations are temporally separated from freight operations. TRAX operates from approximately 5:00 a.m. to midnight Monday thru Sunday. Freight operators utilize track on the Mid-Jordan Joint Trackage from 11:45 p.m. to 4:45 a.m. The Main Line Joint Trackage is utilized from 12:00 a.m. to 5:00 a.m., Freight movements require authorization from the TRAX Control Center (TCC).

UTA's current TRAX vehicle fleet consists of the following LRVs:

<u>Type</u>	<u>Count</u>
Siemens SD-100/160 Series	40
Siemens S70 Series	77 (3 in service as streetcars)

UTA's train control, including automatic block system (ABS), intersects established grade crossings which are protected by gates, flashing lights, and audible signals. Intersections within the street-running portion of the downtown/university/West Valley corridors are controlled with traffic signals and additional train operating signals.

The Director of Asset Management is supported by managers, supervisors, and maintenance of way (MOW) employees, servicing light rail and commuter rail systems, overhead catenary systems (OCS), power stations, infrastructure, and rail facilities. The Maintenance of Way department has responsibilities including light rail and commuter rail. Bus stops and rail stations and platforms, park-and-ride lots, and passenger services facilities are managed by the facilities maintenance manager.

1.3.5 COMMUTER RAIL SERVICE

UTA's Frontrunner commuter rail services are managed by the General Manager of Commuter Rail. FrontRunner is UTA's regional commuter rail service. FrontRunner began revenue operations on April 26, 2008, and expanded services on December 11, 2013. It serves Utah, Salt Lake, Davis, and Weber Counties, with an annual ridership of over 5.19 million passengers. FrontRunner services 15 stations on 82 miles of track, extending from Ogden to Provo.

FrontRunner is regulated by the Federal Railroad Administration and is subject to FRA rules, regulations, and inspections. Hours of operation are, generally, weekdays 4:00 a.m. to 12:30 a.m. and Saturdays from 6:30 a.m. to 12:30 a.m.; with no Sunday service.

There are daily freight industry operations that utilize FrontRunner mainline crossover switches. Freight movements require authorization from the FrontRunner Control Center. All mainline switches are powered and can be operated by personnel in the control room. There are 82 miles of exclusive track which include a total of 62 at-grade crossings. FrontRunner trains utilize cab signals. The mainline is single track with station platform passing

sidings. The trains are in a 'push-pull' configuration with diesel-electric locomotives on the north end of the consist and cab cars on the south end.

The senior executive at FrontRunner is the commuter rail general manager. The manager of rail operations oversees controller/supervisors, train operators, and train hosts. The sustainability manager of commuter rail vehicle maintenance is responsible for maintenance training, technical services, body repair, fabrication, component rebuild and vehicle overhaul. Vehicle maintenance is managed by the manager of commuter rail vehicle maintenance and two assistant managers, supported by supervisors and commuter rail technicians, performing maintenance, servicing, and inspection on the passenger cars and locomotives. All rolling stock maintenance is performed at the Warm Springs Rail Service Center located in Salt Lake City, Utah.

UTA's FrontRunner fleet consists of the following rolling stock:

Type	Count
MP-36 Locomotives	18
Bombardier Cab Cars	22
Bombardier Coach Cars	16
Refurbished Comet Passenger Cars	13

1.3.6 BUS SERVICE

UTA bus operations are managed by regional general managers (RGM) in service units with geographical boundaries including Salt Lake (Salt Lake County includes Central and Meadowbrook facilities); Mt. Ogden (Weber, Davis, and Southern Box Elder counties), and Timpanogos (Utah County). Special Services provides paratransit route deviation, rideshare, and vanpool services throughout the UTA service area. Paratransit services in Weber, Tooele, and Utah counties are provided by contractors.

Bus maintenance facilities are located in Ogden, Central and Meadowbrook (Salt Lake), and Timpanogos (Utah County). Special Services maintenance is located at Riverside (adjacent to Meadowbrook).

UTA Bus service includes more than 610 buses. The fleet includes hybrid-electric buses, ski buses, over-the-road coaches, and more than 100 paratransit vehicles. UTA Central division has 47 compressed natural gas (CNG) buses and 3 zero emissions battery-electric buses.

UTA runs two express bus lines in Utah County and Salt Lake County that offers park-and-ride lots, ticket-vending machines, upgraded stations, limited stops, faster speeds, greater frequency, signal priority, dedicated bus lanes and specialized buses. The first MAX line opened in July 2008 and operates along 3500 South through South Salt Lake city, West Valley City, and Magna. The MAX line in West Valley City uses Van Hool buses. The Utah Valley Express (UVX) opened in December 2018 with 5 miles of dedicated bus lanes servicing 18 dedicated stops along its 10.5-mile route from the Orem and Provo Frontrunner station through downtown Provo, BYU campus, UVU campus and down University Parkway in Orem. The UVX bus fleet includes 25 sixty-foot articulated New Flyer Xcelsior electric hybrid buses that can hold up to 80-passengers with ground-level boarding for ADA passengers.

1.3.7 CLIMATE AND GEOGRAPHY

Salt Lake City normally has a semi-arid continental climate with four well-defined seasons. Summers are characterized by hot, dry weather, but the high temperatures are usually not oppressive since the relative humidity is generally low and the nights usually cool. July is the hottest month with temperatures reading 90–100 degrees F. Winters are cold,

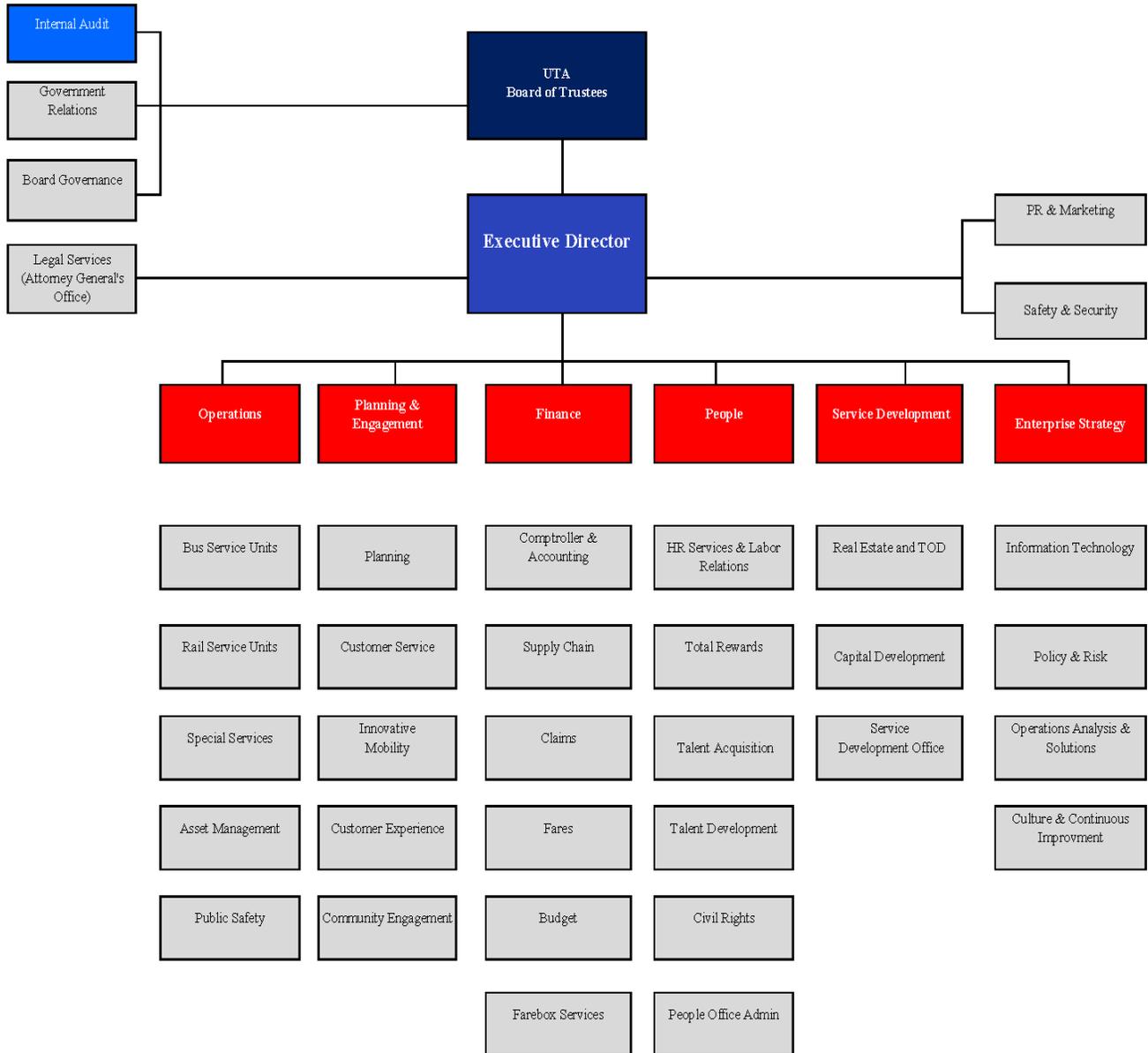
but usually not severe. The average annual snowfall is less than 60 inches at the Salt Lake City airport but much higher amounts fall in higher bench locations. Heavy fog can develop under temperature inversions in the winter and may persist for several weeks. Precipitation is generally light during the summer and early fall but may be heavy in the spring when storms from the Pacific Ocean are moving through the area more frequently than at any other season of the year.

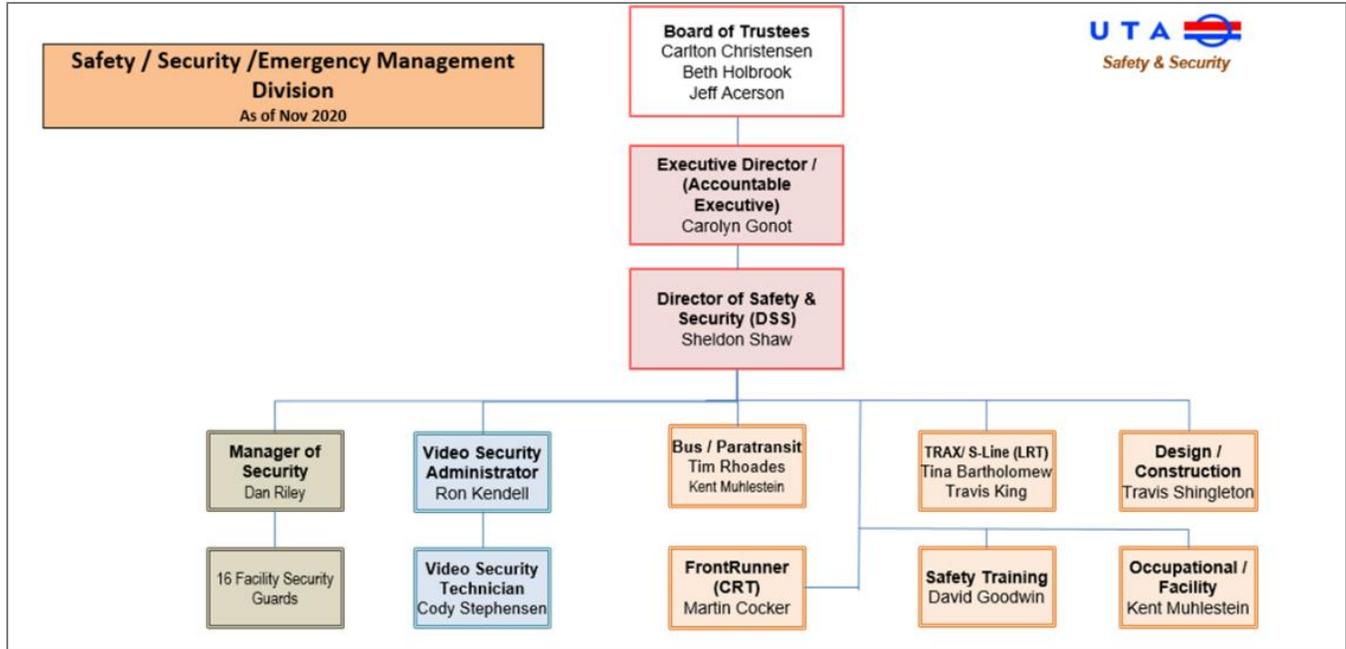
The UTA transit services extend throughout the Wasatch Front area approximately 60 miles wide (E-W) between Park City, Salt Lake City, and Tooele Co. The area also ranges from Box Elder County on the north to Payson City, Utah County in the south, extending nearly 100 miles. Service areas include high mountain valleys situated along the western slope of the Wasatch Mountains. Elevations range from approximately 4,250 feet above sea level to greater than 5,300 feet above sea level on the benches overlooking the valleys. Service to the area ski resorts rises to over 8,000 feet above sea level. The Wasatch Fault runs the length of the UTA service area from north to south roughly tracing a line along the base of the Wasatch Mountains. Fault scarps are easily observed at various locations along the fault.

1.3.8 UTAH TRANSIT AUTHORITY ORGANIZATIONAL CHART

UTA's organizational chart, illustrates the management structure of the organization. The Safety, Security and Technology Division organizational chart focuses on the roles of Safety Department managers and Safety Administrators, showing the process available to report directly to UTA's ED.

Organizational Chart





1.4 TASP ANNUAL UPDATES, REVISIONS, AND CHANGES

1.4.1 WRITTEN PLANS

The Transit Agency Safety Plan (TASP), System Security Plan (SSP) and the Emergency Preparedness Plan (EPP) will be reviewed and updated annually, on or before January 1st, and submitted to UDOT SSO for approval and acceptance in accordance with UDOT's Rail Transit State Safety Oversight Program Procedures and Standards. The plans may also be revised when and as required by the General Managers Safety Security Committee.

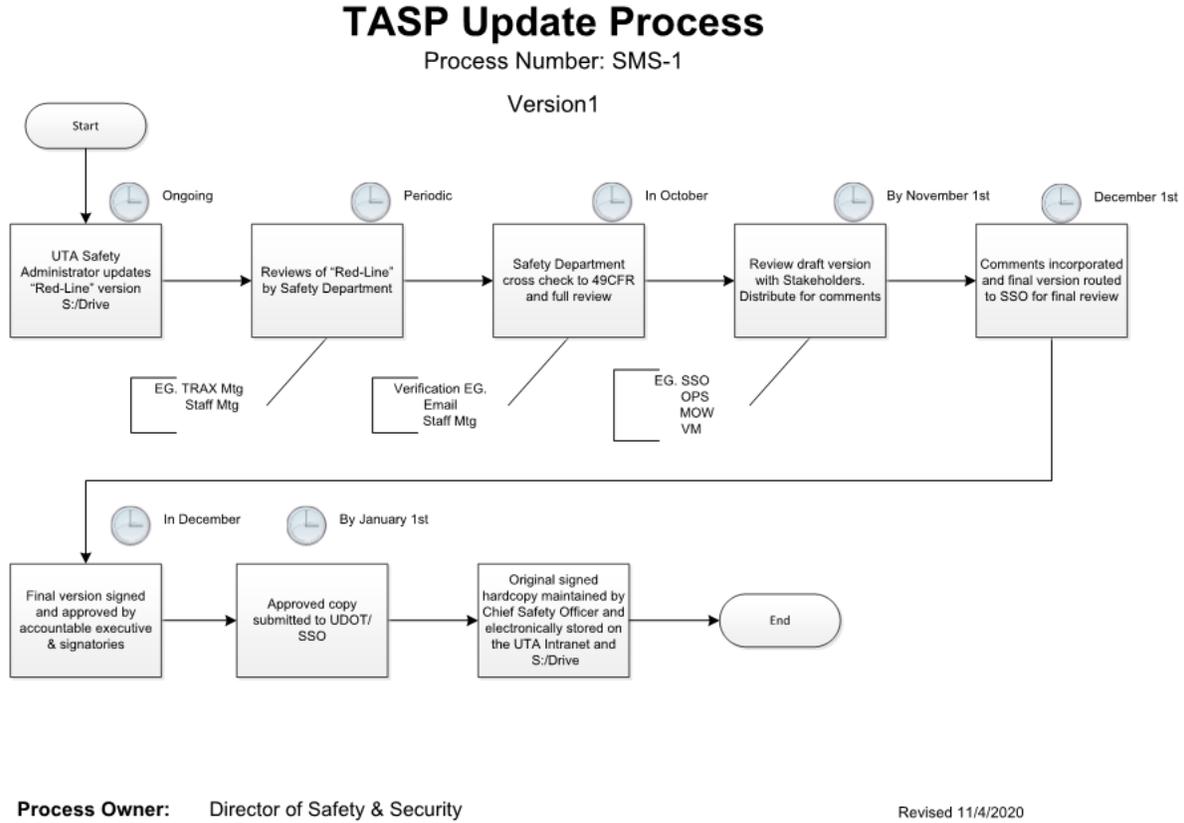
UDOT SSO may request in writing, modification to the plans due to audit reports, on-site reviews or, investigations. UTA will be given at least 30 days to address any requested changes. Once UDOT has approved the revised plans, UTA will transmit a signed copy of the plans to UDOT SSO in an unalterable electronic format.

Comprehensive emergency management plans have been developed for UTA and are part of the UTA Emergency Preparedness Plan (EPP). Each mode within UTA has the requirement to develop their specific emergency response plan. TRAX Emergency Response Plan and FrontRunner Emergency Preparedness Plan. These plans detail activities and responsibilities for Rail Service personnel and are the responsibility of the rail Safety Administrator. The Rail Services Emergency Preparedness Plan must meet the requirements of 49 CFR Part 239 and is reviewed annually and updated as needed. UTA's Director of Safety and Security Officer is accountable to senior management for the accuracy and timeliness of all TASP, SSP and EPP updates approvals and distribution to include FRA, UDOT, SSO manager, and managers and supervisors at the Rail Service Center. UTA's Safety Department will coordinate with UDOT-SSO to develop, review, update and distribute the plans. UTA's safety department is are responsible to evaluate compliance and or deficiencies with UTA's safety emergency preparedness programs, UDOT-SSO program, 49 CFR 673 general requirements, and FRA regulations, initiatives, and programs, as applicable.

The UTA System Security Plan (SSP) details the security program for UTA and includes the TRAX light rail and the FrontRunner commuter rail line. This plan describes the system security and the threat and vulnerability management process employed by UTA Transit Police organization. This plan details how state and local law enforcement agencies and UTA Transit Police work together to provide for a secure system. Involvement of UTA security managers and local law enforcement personnel is essential for a strong cooperative security effort.

The plans are controlled documents that are applicable to all UTA employees and contractors. Copies are distributed to members of the GMSSC, UTA managers, and Safety Committee members and are sent to all UTA employees via email. The current TASP is also available on the intranet and is updated as new versions are made available. (Note: The SSP is not distributed as it is a security sensitive document. It may be reviewed after an approved written request is made).

1.4.2 TASP ANNUAL UPDATE PROCESS FLOW CHART



1.4.3 EMERGENCY MANAGEMENT TEAM MEETINGS

Emergency management matters are addresses within business unit safety meetings. Emergency Management training is further explained in the EPP.

Fire Life Safety and Security Committee (FLSSC) meetings are conducted on an as needed basis. These meetings provide an informational forum and interface to address emergency concerns.

Meetings with external agencies are coordinated for training, information, exercising, and to provide familiarization training for local first responders. Emergency response organizations are informed of the rail system and important fire/life safety features. Exercises, types, reports, and schedule is also explained within the EPP.

II RISK MANAGEMENT

Pillar II of the Transit Agency Safety Plan is Risk Management, describing how UTA identifies, evaluates, tracks and mitigates hazards and risk in the organization and on the transit system. In this pillar, the processes undertaken by the authority are provided in sufficient detail to be effectively undertaken. Acceptable risk levels, performance targets and mitigation measures are established.

2.1 RISK MANAGEMENT PROGRAM

2.1.1 HAZARD MANAGEMENT

The management of identified hazards is a vital component of the UTA Safety Management System. A hazard is defined as a condition or set of conditions, internal or external to the UTA system, which when activated could cause injury or death or damage or loss of equipment or property. An unacceptable hazard is a condition that may endanger human life or property or result in system loss. This includes harm to passengers, employees, contractors, equipment, and to the general public. These hazardous conditions must be mitigated. Hazards are identified in several different internal and external sources. Hazards may be observed in the operating environment, through procedures, during system modifications and capital projects, accidents, extensions or operational changes.

The Hazard Management Program applies to all UTA employees and obligates everyone to constantly observe hazards in their work areas and report them to their safety committee, the Safety Administrator or to their supervisor or manager. The overall hazard management program incorporates a system-wide hazard identification process, including activities for:

- a. Identification
- b. Investigation
- c. Evaluation and analysis
- d. Mitigate or elimination
- e. Tracking
- f. Ongoing reporting to UDOT SSO and UTA corporate staff relating to hazard management activities and status

2.1.1.1 Local Hazard Management

UTA Department Managers play a key role in the hazard management process and ensure that the process has been fully integrated within their departments. Managers also ensure the following elements of the hazard management process are present in their departments:

- a. Ensure employees have the ability to report hazards to management in person or through the use of a hazard identification form;
- b. Ensure hazards are placed on a local hazard log for tracking and documentation;
- c. Represent management or select designee to represent management on a local safety committee;
- d. Ensure each hazard has been assigned to a specific individual / POC;
- e. Management or management's designee will work with bargaining unit representative to establish the hazard rating, a safety representative will participate as arbiter and have final approval of rating.
- f. Ensure employees receive appropriate hazard management training.

2.1.1.2 Local Hazard Logs

Department managers ensure local hazard logs are used to track hazards at the departmental level within UTA. These logs are maintained within the department and are reviewed by the local safety committee on a monthly basis. Hazards placed on the local log receive their initial and final hazard rating using UTA's 21 box hazard rating matrix. Management will give hazards their initial rating and final ratings. ... (See section 1.1.2. e). Hazard ratings should be changed when new information or as a result of data analysis. If the hazard rating is changed as a result of new information or the result of data analysis the manager or designee will be notified.

2.1.1.3 Corporate Hazard Management

When a hazard is identified as needing mitigation that requires cost or changes beyond that of the local safety committee or department abilities, the hazard will be elevated to the corresponding Safety Department Hazard Logs and be reviewed by the Safety and Security Review Committee (SSRC). The SSRC represents key department managers that has the ability to make decision and employ multiple disciplines at UTA and has access to higher level budgeted solutions.

2.1.1.4 Safety Department Hazard Logs

Safety Administrators are responsible for the maintenance of Safety Department Hazard Logs. They ensure that hazards meeting defined criteria are entered onto the Safety Department Hazard Logs. Hazard logs must be kept digitally and be directly accessible to all Safety Administrators at all times. Logs must include both open and closed hazards, and local logs should be posted on department and/or service unit safety boards.

Hazard rating can be assigned by either the Safety Administrator or the SSRC. The following are Specific hazards that are identified and mitigated at the corporate level:

- a. Unacceptable hazards (High Hazards);
- a. Hazards identified from audits from outside agency's (UDOT SSO, FTA, FRA, OSHA)
- b. Hazards identified from accident investigations;
- c. Hazards where corrective action will cost more than \$25,000;
- d. Serious or high hazards on local department hazard log over 180 day; or
- e. When warranted by the Safety Department

2.1.1.5 Corrective Action Plan (CAP)

Corrective action plans are utilized within UTA for hazards that meet certain criteria. The hazards identified in the section above require the usage of a corrective action plan. CAP logs must be kept digitally and be directly accessible to all Safety Administrators at all times.

In the following instances corrective action plans must receive prior approval by the SSO Manager before corrective action plans may be carried out:

- a. Unacceptable hazards (High Hazards);
- b. Audit findings from regulatory agencies resulting in Non-conformance (UDOT, FTA, FRA, OSHA);
- c. Accident investigations requiring corrective action,
- d. Testing or audits of Industrial Hygiene which potentially exceed OSHA PEL limits

CAP's are assigned a specific tracking numbers by Safety Administrators and are placed on the Safety Department hazard log with its associated hazard. CAP's must contain at a minimum:

- a. A specific deficiency / finding / hazard with an initial hazard rating
- b. Assigned Date
- c. Process, or plan to address and resolve the deficiency / finding / hazard

- d. Proposed Implementation date
- e. Responsible department, and person
- f. Source
- g. CAP ID
- h. SSO Program Manager initial approval and date
- i. Resolution of CAP
- j. Accountable Owner Signature with completion date
- k. SSO Program Manager Verification (if applicable)

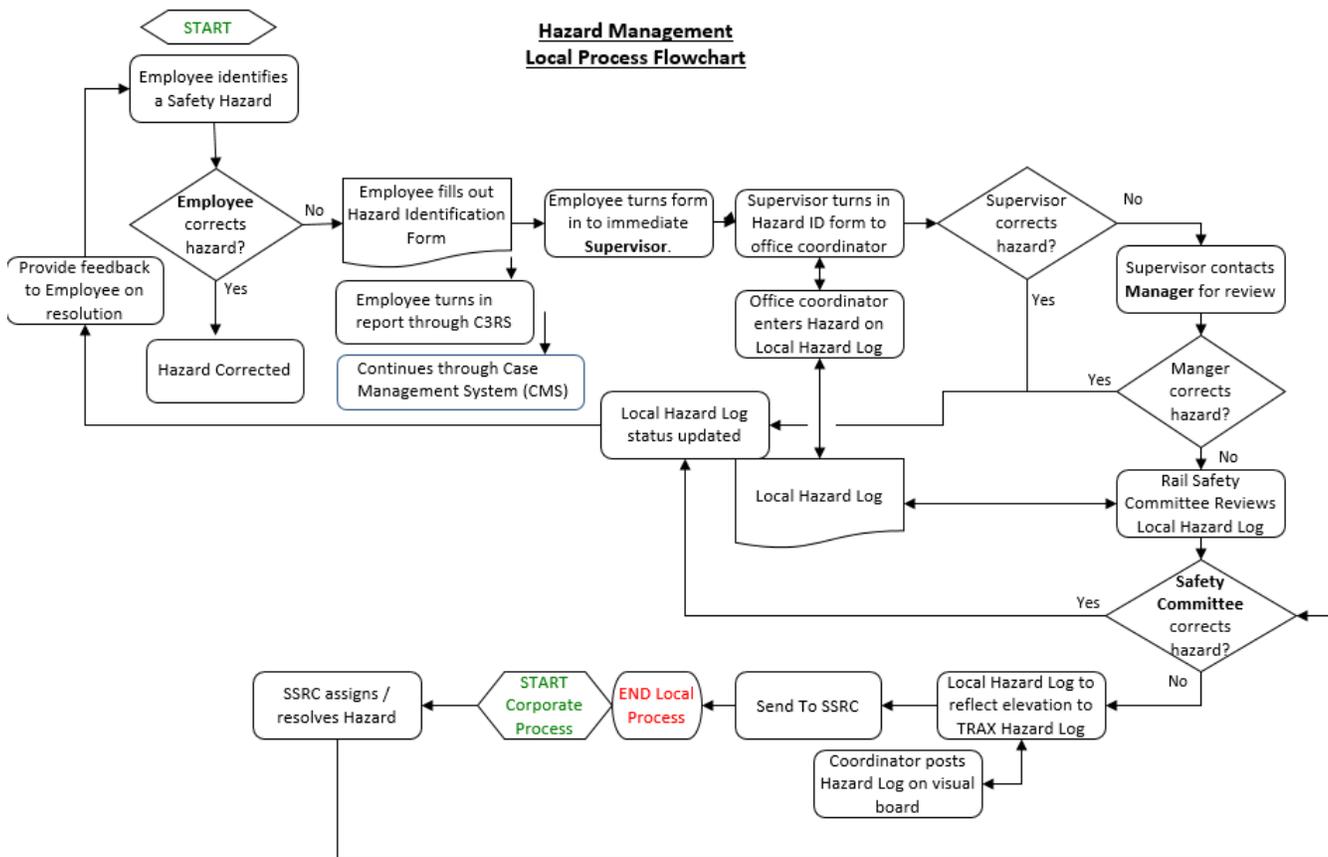
2.1.1.6 Corrective Action Plan Development

Corrective action plans are developed by department managers/designee in conjunction with the Safety Department and associated safety committees (Local Safety Committee, SSRC, and GMSSC). Accident Evaluation Groups are also utilized when developing CAP's resulting from hazards identified after an accident. Safety Administrators ensure that the CAP process is followed and properly tracked until it is closed. Corrective action plans may be tracked on hazard logs or on a CAP form.

2.1.2 HAZARD PROCESS OVERVIEW

UTA's hazard process includes light rail, S-Line, commuter rail, and bus systems. The following lays out an overall description of how hazards are identified, evaluated, analyzed, controlled or eliminated, tracked and reported to UTA senior management and UDOT State Safety Oversight.

- a. The Safety Administrators assigned to TRAX, FrontRunner, and Bus are the primary points of contact (POC) for the hazard management process.
- b. Safety Committee members for rail and bus identify, evaluate, and analyze hazards.
- c. The Safety Administrator will enter identified hazards into the hazard log for that mode (bus, TRAX or CR-rail).
- d. The Safety Administrator and or committee develops a Corrective Action Plan (CAP) for each unacceptable and undesirable hazard entry and identify point of contact or owner of the hazard and places this information on the hazard log for tracking purposes.
- e. CAP's may also be identified as a result of accident investigation. (See [CORRECTIVE ACTION 3.2.4](#))
- f. Safety committee members also participate in the evaluation and control or elimination of the hazard.
- g. Hazards must be mitigated at the lowest level possible. However, when a hazard is identified as having a mitigation that involves multiple departments, or requires cost or changes beyond the safety committee or department abilities or budgets the hazard will be elevated to the Safety and Security Review Committee (SSRC). The SSRC represents key department managers and has the capability to employ multiple disciplines at UTA and has access to higher level budgeted solutions.
- h. Recommendations/Results from Contractor or Internal audit, testing, industrial or environmental sampling results requiring corrective actions will be placed in the hazard log for follow up and possible need for retesting for compliance with Safety or environmental requirements.
- i. If mitigation or control of a hazard is not achieved through the SSRC, the hazard mitigation process may be elevated to the General Manager's Safety and Security Committee (GMSSC) for final resolution.



2.1.3 HAZARD IDENTIFICATION

Identification of hazards is the responsibility of all UTA employees and contractors. The continuous identification, monitoring, and elimination of hazards is key to an effective system safety program.

Hazard identification methods include, but are not limited to the following:

- a. Observation, inspection, and interaction of all UTA employees and contractors,
- b. Reports from safety committee members, passengers, customer service, and field personnel,
- c. Evaluation of accidents, incidents, near misses, to include data trends and projections,
- d. Preliminary Hazard Analysis (PHA) of a design or new construction,
- e. Safety certification, system integration testing, pre-revenue testing, system modification, configuration management verification, and inspection processes,
- f. Operation Hazard Analysis (OHA) of revenue operations,
- g. Internal and external safety audits, inspections, observations, defects, findings, observations, violations, and reviews,
- h. Controller logs, daily operating clearances/bulletins, and training feedback,
- i. "Lesson learned" inputs,
- j. Review of applicable regulatory codes and standards,
- k. "NTSB, FRA, FTA,SSO, OSHA, safety recommendations, guidance, initiatives, and alerts,

- l. Nonconformance Reports, Corrective Action Reports and Preventive Action Reports (NCR, CARS and PARS) that may arise from UTA ISO 14001 Environmental and 9001 Quality, or OHSAS 18001 Safety Management Systems audits.

Acceptable means of reporting safety conditions include:

- a. Complete a Safety Suggestion / Hazard Report form and deposit:
 - a. In a safety suggestion collection box.
 - b. With your manager or supervisor who will deliver to the local safety administrator.
 - c. With the local Safety Administrator inbox or in person.
- b. Via email or verbal notification to your supervisor, manager, local safety administrator, or other safety representative.
- c. Utilizing UTA's Confidential Close-Call Reporting System (C3RS) hotline or electronic submission.
- d. Through standard radio communication or other Standard Operating Procedures for observations, tests, and accident or incident reporting.

Examples of observed hazards may include:

- a. An uneven sidewalk joint that could cause a trip and fall
- b. Opening in a section of corridor fencing which allows access of a trespasser
- c. A forklift that has an oil or hydraulic leak
- d. Ice formation on stairway
- e. Missing fire extinguisher in a maintenance shop

The UTA hazard logs (by mode - Bus, CR, TRAX) are managed by the Safety Administrators (SA). Hazards identified by an employee to his/her supervisor may be resolved by the employee and supervisor. For example, a discharged fire extinguisher may be identified by an employee and brought to the attention of his/her supervisor and the supervisor gives the employee authorization to order a newly charged extinguisher from the supply room for a replacement. If the supervisor is unable to solve the identified hazard, he/she will forward the hazard to a safety committee representative to be brought to the safety committee for resolution. The safety committee and SA will review the hazard and assign an initial hazard rating (IHR) and place the hazard on the hazard log to be tracked. The following flow process is followed by employees in identifying and correcting hazards at the employee/supervisor level and actions taken to move the hazard to the safety committee and beyond if necessary.

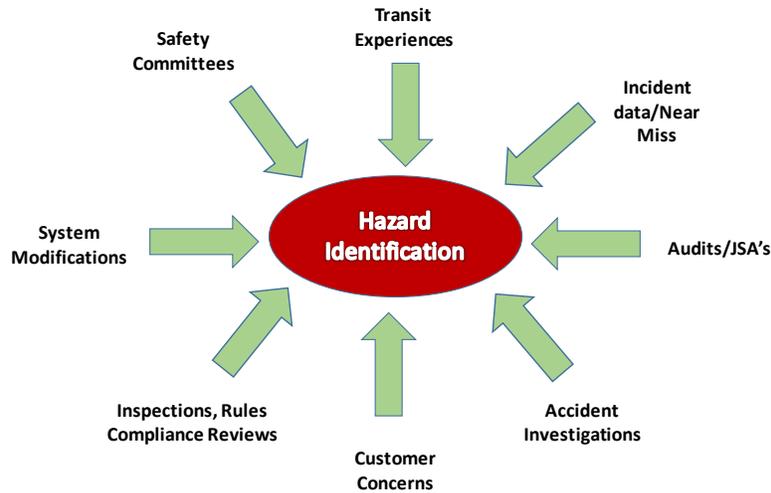
2.1.3.1 Confidential Close-Call Reporting System (C3RS)

In an effort to ensure that safety concerns are reported freely and without prejudice, UTA has established a process through which employees and contractors can report safety conditions, unsafe acts or practices, and / or close-call incidents anonymously so that it is without fear of discipline, reprisal, or penalty. These could include:

- a. Unsafe working conditions
- b. Close-calls
- c. Unsafe events
- d. Hazards
- e. Policies and procedures that are not working as intended

The C3RS is available with English (833-940-2874) or Spanish services (800-216-1288), or via an online form at the following address: <http://www.lighthouse-services.com/rideuta-hazard> or by email at reports@lighthouse-services.com.

Comments submitted through the C3RS will be managed and assigned through the Case Management System (CMS) to a local safety administrator. The hazard will then enter the hazard management process, with follow-up and outcome notes recorded in the CMS.



Potential Sources of Hazard Identification

2.1.4 HAZARD INVESTIGATION, EVALUATION, AND ANALYSIS

UTA is currently in the process of developing a data base where events and observed hazards can be tracked and analyzed for leading indicators of potential hazards. This will allow management to be proactive in correcting hazards.

Safety concerns should be identified and corrected at the lowest level (employee/department) as soon as practicable. Safety concerns that are not eliminated at this level are reported to the Safety Administrator. Reported concerns will be assessed by the SA and or safety committee to determine if a safety hazard exists and assign an initial hazard rating (IHR).

2.1.4.1 Root Cause Analysis and accident evaluation

Hazards are investigated through evaluating accidents, incidents, and close calls. Hazards originating from accidents are reviewed by the Safety Administrator and accident evaluation groups as necessary. As part of evaluating accidents and incidents, root cause analysis is used to help focus on the bottom-line fundamental cause and determine the most effective solutions to mitigating hazards. The primary purpose of the accident evaluation group is to determine the cause of the accident and any contributing factors that may have contributed to an accident. A third party expert may be used to assist with an investigation if it is deemed necessary.

2.1.4.2 Hazard Reporting Threshold to UDOT

UTA will notify UDOT of all hazardous conditions that affect the immediate safety or security of the rail system. At a minimum, UTA notifies UDOT within one business day, according to the notification procedures in the UDOT standard, of hazardous conditions that are rated as HIGH and set forth in the transit agency's Hazard Identification/Resolution Matrix.

UTA is responsible for assigning severity/probability ratings to hazardous conditions. UTA will include in its hazard log and hazard management process all hazardous conditions, accidents, incidents, occurrences, and discoveries that meet the criteria listed below:

- a. Accidents or Incidents involving individuals working in the transit agency-controlled right of way that are investigated by the transit agency.
- b. Malfunctions of safety-critical systems that could result, or have resulted in catastrophic or single-point failure.
- c. Broken or missing safety-critical equipment, infrastructure, or systems that could result, or have resulted, in employee or passenger injury, or damage to UTA property.
- d. Discoveries of systemic or patterns of employee non-compliance with transit agency rules and procedures.
- e. Rail transit vehicle collisions with fixed objects on the mainline or in the yards.
- f. Rail transit vehicle derailments in the yards.
- g. Face-up or near miss of rail vehicles.
- h. Grade crossing warning system activation failure.
- i. Speed restriction or track closure due to track or facility damage.
- j. Fire or smoke on the track, on a vehicle, or in a facility.
- k. Broken or loose wheel or axle.
- l. Fallen or dragging rail vehicle equipment.
- m. Split switch without derailment.
- n. Train uncoupling in revenue service.
- o. Signal violation or overrun.
- p. Unauthorized train encroachment or overrun into work zone.
- q. Vehicle door openings on the wrong side, off station platforms, or during train movement.
- r. Incapacitated operator in revenue service.
- s. Exposed energized electrical conductors or equipment that can be contacted by passengers or employees.
- t. Employee or patron electric shock.

2.1.4.3 UTA Hazard Analysis Matrix

UTA’s hazard analysis matrix shown below, provides the ability to assign hazards a specific hazard rating based on a combination of severity and probability. Hazards may be rated as HIGH, SERIOUS, MEDIUM, LOW, and ELIMINATED.

SEVERITY					
Severity Level		Injury or Occupational Illness	Other than Injury		
			Property Damage (PD)	System disruption (SD)	Evacuation
1	Catastrophic	Death (does not include suicides, or death by natural causes)	> \$ 250,000;	> 24 hrs	Fire / Life Evacuation
2	Critical	Fracture, Severe Bleeding, Paralysis, Brain injury, Dismemberment	\$250,000 – \$100,000	12 - 24 hrs	
3	Marginal	Bruising, Abrasions, Bleeding, Sprains/Strains (Ambulance transport)	\$100,000 – \$25,000	4 – 12 hrs	
4	Negligible	Bruising, Abrasions, Sprains/Strains (No Ambulance transport)	< \$25,000;	< 4 hrs	

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies and/or procedural efficiencies for system, subsystem or component failure or malfunction. Hazard severity is ranked as shown above.

PROBABILITY					
Probability Level		Likelihood of event in life of an Specific item	MTBE*in Operating Hours (oh)	Occurrence within Fleet or Inventory	MTBE in days
A	Frequent	Will occur frequently	< 1,000 OH	Continuously Experienced	1 per month
B	Probable	Will occur several times	1,000 – 100,000 oh	Will occur frequently	1 per year
C	Occasional	Likely to occur sometimes	100,000 – 1,000,000 oh	Will occur several times	1 per 2 years
D	Remote	Unlikely but possible to occur	1,000,000 - 100,000,000	Unlikely, but can be expected to occur	1 per 5 years
E	Improbable	So unlikely, assumed occurrence may not be experienced.	> 100,000,000 oh	Unlikely to occur, but possible	1 per 10 years
F	Eliminate	Actions taken to remove the hazard / conflict	Never	Will not occur	N/A

*Mean Time Between Events The likelihood that hazards will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items, or activity. The probability may be derived from research, analysis, and evaluation of historical safety data.

UTA Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
PROBABILITY	A. Frequent	High	High	Serious	Medium
	B. Probable	High	High	Serious	Medium
	C. Occasional	High	Serious	Medium	Low
	D. Remote	Serious	Medium	Medium	Low
	E. Improbable	Medium	Medium	Medium	Low
	F. Eliminated	Eliminated			
Resolution Requirements					
High *		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		

2.1.4.4 Hazard Severity

Hazard severity is a subjective determination of the worst case that could be anticipated to result from human error, design inadequacies, component failure or malfunction. The categories of hazards based on the modified MIL-STD-882 are as follows:

Category 1 Catastrophic - Operating conditions are such that human error, design deficiencies, element, subsystem or component failure or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation

Category 2 Critical - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies may cause severe injury, severe occupational illness or major system damage and require immediate corrective action.

Category 3 Marginal - Operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.

Category 4 Negligible - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in less than minor injury, occupational illness or system damage.

The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

2.1.4.5 Hazard Probability

The probability of a particular event or a specific hazard occurring may be defined as a non-dimensional ratio of the number of times that a specific event occurs to the total number of trials in which this event will occur during the planned life expectancy of a system. Generally, hazard probability is described qualitatively in potential occurrences per units of time, miles, trips/runs or passengers carried. A hazard probability may be derived from the analysis of transit system operating experience, evaluation of UTA safety data, the analysis of reliability and failure data, or from historical safety data from other passenger rail systems or bus systems (see [UTA Hazard Analysis Matrix 2.1.4.3](#)).

2.1.4.6 Hazard Ratings

UTA has adopted a system for assessing the level of risk for each identified hazard to determine what action(s) must be taken to correct or document the hazard risk. This assessment system has been incorporated into the formal system safety analysis which enables the Safety Administrators or safety committees as decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

The Hazard Matrix (see [UTA Hazard Analysis Matrix 2.1.4.3](#)) identifies the hazard risk index (HRI) based upon hazard category and probability and the criteria for defining further actions based upon the index.

HIGH risk hazards that receive an unacceptable initial hazard analysis made by management, safety committee or the Safety Administrator receive immediate attention/control. A

high hazard rating requires corrective action. Hazards that receive a high hazard rating will be elevated from the local hazard log to the appropriate Safety Department hazard log.

SERIOUS hazards that are undesirable may require corrective action and decisions by management. Hazards that receive a serious hazard rating will remain on the local hazard logs no more than 150 days before being moved to the appropriate Safety Department Log.

MEDIUM hazards may be acceptable with review by management. Events from a medium hazard are less likely to occur and are less severe in nature.

LOW hazards do not require review and are acceptable.

ELIMINATED hazard is no longer present.

2.1.5 HAZARD CONTROL, ELIMINATION, AND TRACKING

Safety critical hazards that have been identified must be controlled or eliminated so that the hazard does not continue to pose a danger. This may be done in a temporary manner as long as the hazard is controlled until a long term fix has been implemented. The process of controlling, tracking, and elimination, of hazards is recorded on the hazard log. The hazard log is forwarded to UDOT SSO on a monthly basis.

All hazard log entries that receive a serious or high hazard rating will require the development of a corrective action plan (CAP).

Corrective action plans include the following information:

- a. Element of activity identified as deficient
- b. Planned activities to resolve deficiency
- c. UTA department responsible for implementing corrective action
- d. Scheduled completion date for implementation
- e. Estimated cost of implementation

Hazard log entries with their associated corrective action plan are reviewed regularly by the safety department, safety committees, UDOT SSO and periodically reviewed by executive management. CAP's may be tracked and sorted from the hazard log. When a CAP is closed the hazard log will reflect this action and a closed date. Individual CAP files are stored in the Safety Department folder by hazard tracking number under hazard management.

2.1.5.1 Hazard Resolution and Elimination

Hazard resolution is defined as the analysis and subsequent actions taken to reduce the hazard to the lowest level practical and the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. In a transit environment, there are some hazards, which are impossible to eliminate and others, which are highly impractical to eliminate. Reduction of risk to the lowest practical level can be accomplished in a variety of ways from protective and warning devices to special procedures.

1. Design out or design to minimize hazard severity. To the extent permitted by cost and practicality, identified hazards will be eliminated or controlled by the design of equipment, systems and facilities.
2. Hazards that cannot reasonably be eliminated or controlled through design will be controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices. Provisions will be made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.

3. When design and safety devices cannot reasonably nor effective, eliminate or control an identified hazard, safety warning devices will be used (to the extent practicable) to alert persons to the hazards.
4. Where it is impossible to reasonably eliminate or adequately control a hazard through design of the use of safety warning devices, procedures and training will be used to control the hazard.

2.1.6 HAZARD TRACKING

Each CAP developed for Serious or High hazards, from investigations or deficiencies will be submitted to UDOT SSO as required for initial review and approval. The CAP form will be assigned a tracking number and placed on the Hazard log with its identified hazard. Upon completion of the corrective action the safety department will submit the CAP to UDOT SSO for adoption. The completed CAP is formally adopted by receiving UDOT SSO's signature. The Hazard Log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all Corrective Action Plans with the use of the UTA Hazard Log and will provide UDOT with an updated hazard log monthly.

Internally, the safety department will coordinate with the appropriate department to develop a Corrective Action Plan (CAP) and fill out a CAP form for the identified hazard. The CAP form will be assigned a tracking number and placed on the hazard log with the corresponding hazards for tracking purposes.

For hazards that receive a medium or low rating, the use of a corrective action is optional depending on the complexity and ability to correct the identified hazard; e.g. clearing shrubs or trimming branches of a tree. UTA will coordinate with the UDOT SSO to determine if a CAP is necessary for medium or low hazards.

2.1.7 ONGOING REPORTING TO STATE SAFETY OVERSIGHT AGENCY

The Safety Administrator will review the current status and identify any issues with the resolution action and dates. The hazard log, at a minimum is provided to the SSO monthly.

All hazards identified and rated as unacceptable hazardous conditions will be separately tracked and reported to UDOT along with the corrective action plans for each unacceptable hazardous condition found. All hazards identified and rated as unacceptable hazardous conditions will be separately tracked and reported to UDOT with determination of an unacceptable hazardous condition.

UDOT will notify UTA in writing of its acceptance or rejection of the corrective action plan and in accordance with procedures specified in the UDOT SSO standard. The UTA CAP form requires the UDOT SSO to sign and date the CAP indicating the assigned resolution and completion of the CAP. The CAP is maintained in the Safety Department files and is identified by a specific hazard log identifier tracking number. After a hazard has been resolved, it will be assigned its final hazard rating.

2.1.8 JOB SAFETY BRIEFING

Hazards that are identified in the work area need to be recorded on the hazard log which is maintained by the Safety Administrator to the specific transportation mode at UTA. All employees are encouraged to identify and control or resolve hazards at the lowest management level possible. Employees that perform job tasks are required to discuss job tasks and identified hazards that are associated with those tasks or job steps during job briefings. Identified hazards that cannot be controlled with PPE or procedures must be resolved or mitigated through the hazard management process.

2.1.9 SAFETY MANAGEMENT SYSTEM (SMS)

Under the SMS employees are asked to be aware of their surroundings, processes, or work areas and to observe and report all hazardous conditions or potentially hazardous conditions to their supervisor. Along with their supervisor, the employee should work to mitigate those hazards.

Prevention of hazardous conditions prior to an injury or equipment damage occurring is the goal of SMS. Compliance with regulatory standards such as OSHA, FRA and UDOT is a primary goal of maintaining ongoing certifications. Annually, a certified registrar will audit UTA and determine compliance with the requirements of all three management systems. Preventive hazards are documented and placed on a division (Bus, LRT, FR) Preventive Hazard Log. Each hazard is evaluated and assessed as to the potential injury or equipment damage that could occur if a mishap or injury took place. An initial hazard rating (IHR) is assigned to each hazard. Corrective action that is implemented and hazard mitigation will reduce the hazard frequency or severity and thus reduce the final hazard rating (FHR). The UTA Risk Assessment Matrix (21 Box) is used to evaluate hazards. Hazards rated with a High or Serious FHR must be mitigated and reduced to an acceptable level.

Additional information on these management systems can be obtained on the SharePoint Intranet site under Document Control, Centralized Management Systems.

2.2 HAZARDOUS MATERIALS PROGRAM

2.2.1 MANAGEMENT OF HAZARDOUS MATERIALS

For any hazardous chemical used or stored in the workplace, UTA must maintain a safety data sheet (SDS). A SDS is a chemical safety instruction sheet that informs employees of specific safety or health hazards of chemicals in the work place, & gives directions to employees for Protective Equipment (PPE) i.e. goggles, gloves, respirator, safety glasses, etc. All safety data sheets are accessible through an Intranet-based system <http://www.utahtransit.msds.com>. A quick link to this web site is also available through the SharePoint Site and on every UTA desktop home screen.

The UTA Environmental Department submits an annual Tier II inventory of hazardous chemicals to the state emergency response commission (SERC), local emergency planning committee (LEPC), and local fire department. Tier II reporting requirements are limited by chemical quantity to any UTA facilities that are subject to reporting.

The common hazardous materials transported to or from and used by UTA that are subject to reporting as described in 49 CFR are:

- Diesel Fuel
- Gasoline
- New and used oil
- Antifreeze (ethylene glycol)
- Train wash (potassium hydroxide)
- Lead acid batteries (sulfuric acid)

The liquids are stored in tanks or drums within secondary containment. UTA also uses many hazardous chemicals contained in soaps, solvents, brake cleaners, paints, and aerosols. These hazardous materials are described in the product-specific safety data sheets (SDS) as outlined in 29 CFR 1200 (Right to Know).

UTA has small quantity generator and conditionally exempt generator status of hazardous waste at various facilities. Hazardous waste, as defined in 40 CFR, is a hazardous material that has outlived its usefulness or has become contaminated through use.

Hazardous wastes, can be generated by:

- Discarding a hazardous material (oil-based paint, pesticides, some soaps, expired products)
- Using a product (used batteries, fluorescent lamps, HID lamps, paint thinner, aerosol dregs)
- Any hazardous substance generated from a process or procedure critical to maintenance or operations of Frontrunner, TRAX or Bus.

Hazardous wastes are stored in closed containers and can be collected in satellite accumulation areas. These containers are labeled as hazardous waste and are located near where the waste is generated. The environmental compliance administrators are responsible for preparing appropriate manifests, scheduling hazardous materials transportation, and final disposal.



III ASSURANCE

Pillar III of the Transit Agency Safety Plan is Safety Assurance, which outlines how UTA implements, measure and reviews processes to ensure that it remains in compliance with established standards. These processes and reports will provide the confidence to UTA leadership that the organization and system is functioning within an acceptable level of safety. The audits, inspections, rules checks and compliance verification procedures are described, required schedules are established and acceptable measures are identified.

3.1 INTERNAL SAFETY AUDIT/REVIEW PROGRAM

49 CFR § 673, identifies requirements for planned and scheduled internal safety audits. They are performed to evaluate compliance with UTA's Transit Agency Safety Plan (TASP). All TRAX rail service departments and functions are subject to review. UTA's Internal Safety and Security Audit/Review Programs contain a comprehensive series of processes utilized to determine the compliance and effectiveness of UTA's TASP/ System Security Plan (SSP) and Emergency Preparedness Plan (EPP), which are applicable to all departments or functions.

The ED has delegated authority to establish and implement the TASP to the Director of Safety & Security (DSS) who oversees the safety performance functions of UTA. The DSS has the responsibility to develop and implement programs to promote safe operations to reduce or eliminate accidents and to monitor TASP compliance and maintenance.

The DSS assigns responsibility and authority to the ISO Internal audits programs coordinator, the Safety Administrators, and assigned internal auditor team members to interface with UDOT SSO, to provide the internal oversight of the rail TASP compliance; and to oversee the internal safety audits.

The audits program coordinator, currently performed by the Environmental Compliance Administrator, utilize UTA's audit team members who conduct ongoing, planned, and scheduled internal safety audits, reviews, and inspections of UTA's departments and functions to evaluate compliance with TASP requirements. The audit coordinator also measure the overall effectiveness in achieving the goals and objectives of the TASP. UTA audit team members use a checklist approach to determine compliance based on 49 CFR 659 regulations and is in the process of developing 49 CFR 673 compliant audit checklists which will go into effect when UTA become 49 CFR 673 compliant.

Per 49 CFR Part 225, UTA is committed to complete an accurate reporting of accidents, incident and injuries in our system. We encourage employee reporting and will not tolerate harassment or intimidation to discourage reporting. UTA collects reports for reportable incidents. These incidents are reviewed at AEG's and any applicable CAP's are assigned to mitigate risks found. Reports submitted to the FRA are audited annually to ensure accurate and complete reporting.

The ISO Internal audits programs coordinator will ensure that auditors are independent from the first line of supervision responsible for the activity being audited. This means that audit team members will not be assigned to audit the workgroup they are assigned to. As an example, Safety Department personnel will not be assigned to audit other Safety Department personnel.

UTA uses the "Recommended Best Practices for States Conducting Three-Year Safety Reviews" document produced by the FTA Office of Safety and Security from March 2009. This document identifies eight (8) types of verification methods that can be used by the internal auditors to perform the 21 TASP elements three-year audits, which are listed below. These are the same guidelines that the State Safety Oversight (SSO) uses for UTA three-year Triennial audits. It is recommended that the internal auditors use more than one method to verify compliance. Depending on the area being inspected a field visit, which allows, observation of processes and personnel may be required.

1. **Document Review:** sampling the UTA TASP and referenced and or supporting procedures to ensure that each required element of the State's Program Standard and 49 CFR part 673 is addressed. (This reference and requirement is noted on the Internal Audit Form for the element being audited.)
2. **Rules Review:** Sampling of UTA operating rules and bulletins and maintenance rules and procedures to determine if they have been reviewed and updated on a regular basis, if they have been distributed to appropriate UTA personnel as specified in the TASP, if training has been offered, and if this process has been tracked. Rules compliance is verified by supervisors. Auditors should ask supervisor personnel and or Safety personnel to provide examples of Rules Checks which have been accomplished during the previous audit period. Safety personnel observe/audit supervisors to verify that they are conducting Rules Checks. Auditors should verify that these processes are occurring.
3. **Records Review:** Sampling of the UTA records for evidence of implementation of the TASP and referenced or supporting procedures. Records reviewed and or sampled may include, but not limited to, training records, records of employee rules compliance checks, internal safety audit reports, maintenance inspection reports, minutes of safety committee meetings, etc.
4. **Interviews with UTA Senior Management:** discussions held with senior UTA management, including the UTA Executive Directors, to assess their knowledge of the UTA safety program, as specified in the TASP and referenced or supporting procedures, and to gauge their commitment to the safety program.
5. **Interviews with UTA Safety personnel:** Discussion held with UTA safety personnel, including the Safety and Security Director, to assess implementation of the UTA safety program, to identify issues in its implementation, and to highlight areas of compliance and non-compliance with Part 673 requirements. Safety personnel should provide evidence of system rides, interviews with operators, mechanics, supervisors and passengers to assess safety compliance and or hazard observations throughout the system.
6. **Interviews with other UTA personnel:** Discussions held with other UTA personnel (including a representative sample of rank and file operations and maintenance personnel) to verify their understanding of requirements specified in the TASP and referenced or supporting procedures.
7. **Field Observations:** Some departments and functions REQUIRE the auditors to make field or work area observations. This requirement will be noted on the Internal Audit Checklist for that specific area and auditors may be required to schedule times when specific field work is being done to allow for observations to be conducted. Observations and sampling conducted on-site at the UTA to observe implementation of the processes and procedures described in the TASP and supporting or referenced documents, procedures and materials related to the UTA safety program. Although auditors are not expected to be experts in Rules or mechanical processes they should make field observations to verify that supervisors, who are technical experts, are performing and documenting technical field observations of operators, mechanics, MOW, Facilities Maintenance, etc. Field observations should also certify that rules compliance rules compliance, technical tests performed, repairs, etc. are being observed/ documented.
8. **Inspections and Measurements:** Inspections and measurements conducted on-site at the UTA to ensure that the UTA infrastructure and equipment is maintained according to specifications identified in the UTA standards, procedures and equipment manuals. Auditors should verify that supervisors are performing periodic rules and preventative maintenance on equipment checks. This can include reviews of key performance indicators (KPI) matrix, preventive maintenance schedules, work orders, etc.

Note: Each of these verification methods has specific strengths and limitations. To adequately assess implementation of each TASP elements required in 673, FTA believes that more than one verification method should be used.

UTA has developed an Internal Audit Checklist for each of the 21 element/areas of the TASP. The Checklists include the elements to be assessed, the eight (8) on-site verification methods, and recommendations for how these methods can be applied to each of the specific elements. If a specific checklist item does not have applicability to the audit topic the auditor should note that item as not applicable (N/A), with a brief description to include personnel visited with and processes discussed.

Audit teams may conduct field observations to make observations of the work process in the area being audited. Auditors should interview supervisors to verify compliance with rules and procedures. In addition to completing audit checklists, supporting documentation for verifying compliance with rules checks and compliance verification may also be submitted to the Internal Audit Coordinator as part of the audit. This will verify that rules checks and observation are an ongoing practice within the departments. Supporting documentation may be obtained from safety personnel and department supervisors. See [APPENDIX B-3](#) for samples of the internal audit inspection checklists and schedule.

The audit team members will complete the Audit Checklist by completing all applicable verification methods of “Recommended Activities” used during the audit. Include copies of rules, processes, charts, etc. discussed as evidence of compliance or of non-compliance of specific requirements. In conjunction with the Safety Department and Internal Audit Coordinator will make a determination of “compliance” when a department or function is substantially adhering to the TASP requirements. Determination of compliance may include recommendations for improvement of TASP process activities, or prevent future determinations of non-compliance. The department or function will review the recommendation and consider measures to improve process activities. In the event the department or function is substantially not adhering to the TASP, then a finding of non-compliance, along with a corrective action plan (CAP) will be issued to the department. That department is required to sign accepting responsibility to respond to or resolve the CAP and to provide a planned completion date. The CAP form contains a section for a proposed corrective action as well as a corrective action resolution to be filled in by the assigned department. Managers of departments have the responsibility to take corrective actions plan as recommended by the audit team reports. Upon completion the CAP must be adopted by the Safety Department, and by UDOT if required. Corrective action plans developed from audit findings of non-compliance with recommendations, and from compliance with recommendations are reviewed, accepted, and placed on the hazard log for tracking purposes by the Safety Department and Safety and Security Management Review Committee (SSRC) in coordination with UDOT SSO. Matters that are not resolved by the SSRC are referred to the GMSSC committee.

Each department or function is required to be audited as per UDOT’s Rail Transit State Safety Oversight Program Procedures and Standards. The Safety Administrator is responsible for developing a three-year schedule for all internal audits. This schedule is distributed to all affected departments and to the state safety oversight manager. The schedule is furnished as a separate document to UDOT SSO.

UDOT is invited to participate in all internal audits. The Safety Administrator or audit team leader notifies the UDOT State Safety Oversight office at least 30 days prior to conducting an internal audit so that UDOT may schedule and participate in those audits as desired.

The internal audit coordinator notifies all affected departments and provides the manager of the department with a current checklist of audit requirements. Sufficient time is given to the department to prepare all necessary materials for the audit.

The Safety Administrator completes individual audit reports and submits them to UDOT within 30 days of audit completion. In addition the annual safety audit report, detailing UTA’s internal safety and security review activities are submitted for the past year, with subsequent findings. The report is certified by the Executive Director, and forwarded to UDOT, on or before February 15 of the following year.

3.2 ACCIDENT NOTIFICATION, INVESTIGATION, AND REPORTING

3.2.1 NOTIFICATION THRESHOLDS

3.2.1.1 Internal Notification

Initial internal incident/accident notification is initiated by UTA control centers (TRAX, FrontRunner, bus, paratransit, and police dispatch) electronically via text message and e-mail through the UTA emergency notification list, and the go team notification list, according to corporate policies and procedures, NO. 4.3.7 "Emergency Notification", and as specified by rail service SOPs and this document.

The controller will initiate internal notification resulting in the following: (TRAX SOP 109.08)

- a. Events resulting in possible injury or death of persons
- b. Fire
- c. Hazardous materials spill or release
- d. Other situations that may require response by local emergency personnel

Electronic notification requires the following information:

- a. Time, date, location, and direction of travel
- b. Type of accident and description of event
- c. Number of persons injured (transported)
- d. Estimated damages

Workplace injuries that require the first report of injury form to be completed will require supervision to notify the Safety Department at the time of the events.

3.2.1.2 UDOT/SSO Notification

UTA has included on its emergency notification list UDOT's SSO and UDOT TOC. Following an accident, the UTA Safety department will follow up with state safety oversight, in person or by phone email or text message within two hours of any accident that results in the following:

- a. Fatality occurring at the scene or within 30 days following the accident, excluding deaths resulting from illness, natural causes, and criminal homicides
- b. One or more persons suffering serious injury
- c. A collision involving a rail transit vehicle with any other vehicle, person, or object resulting in substantial property damage (requiring towing)
- d. A runaway train
- e. An evacuation for life safety reasons
- f. Any derailment of a rail transit vehicle (yard and mainline)

	Fatality	≥ 1 Injuries w/ Transport	Personal Injury that is not serious	Serious Injury	Damage that disrupts Ops	Collision	Runaway Train	Evac for Life Safety	Deraill Anywhere	Close Call Vandalism /Theft
Accident	X			X		X	X	X	X	
Incident		X	X		X					
Occurrence										X

UDOT SSO contact information:

UDOT SSO Manager	Designated Back-Up #1	Designated Back-Up #2
Jim Golden E-mail: jimgolden@utah.gov Cell phone: 801.360.0052	Garett Jensen , <i>UDOT SSO Officer</i> Email: gjenson@utah.gov Cell Phone: 801.918.7408	Robert Miles , <i>UDOT</i> E-mail: robertmiles@utah.gov Cell Phone: 801.910.2070

3.2.1.3 FRA Notification

For accidents that occur within FRA designated territory (1300 South to 6100 South and From 700 West Freight spur to 5600 West on Mid-Jordan Red Line), the FRA will be notified immediately by telephone by the Safety Department, using the National Response Center (NRC) at 1-800-424-0201, of any incident/accident resulting in the following as required by 49 CFR 225:

- a. Death of a rail passenger or a railroad employee
- b. Death of an employee of a contractor to a railroad performing work for the railroad on property owned, leased, or maintained by the contracting railroad
- c. Death or injury to five or more persons
- d. A train accident that results in serious injury to two or more train crewmember or passengers requiring their admission to a hospital
- e. A train accident resulting in evacuation of a passenger train A fatality resulting from a train accident or train accident/incident at a highway-rail crossing when death occurs within 24 hours of the accident/incident
- f. Collision occurring at a Grade Crossing
- g. A train accident resulting in damage of \$150,000 or more to railroad and non-railroad property
- h. A train accident resulting in damage of \$25,000 or more to a passenger train, including railroad and non-railroad property
- i. A collision or derailment on a main line that is used for scheduled passenger service, or that fouls a main line used for scheduled passenger service

3.2.1.4 NTSB Notification

The UTA Safety department will notify the NTSB, by telephone using the National Response Center (NRC) at 1-800-424-0201, within two hours of any accident/incident meeting the following criteria per 49 CFR 840:

- a. A passenger or employee fatality or serious injury to two or more crew members or passengers requiring admission to a hospital
- b. The evacuation of a passenger train
- c. Damage to a tank car or container resulting in release of hazardous materials or involving evacuation of the general public
- d. A fatality at a grade crossing

Notification will also be made, no later than four hours after an accident, regarding any accident resulting in:

- a. Damage of \$150,000 or more for repairs or the current replacement cost, to railroad and non-railroad property
- b. Damage of \$25,000 or more to a passenger train and to railroad and non-railroad property

3.2.1.5 FTA Notification

In accordance with 49 CFR 674.33, the transit agency must provide notification to FTA of any reportable accident within two hours for the following.

- a. A collision between a rail transit vehicle and another rail transit vehicle.
- b. A collision at a grade crossing resulting in serious injury or fatality.
- c. A collision with a person resulting in serious injury or fatality.
- d. A collision with an object resulting in serious injury or fatality.
- e. Property damage resulting from a collision involving a rail transit vehicle; or any derailment of a rail transit vehicle. (This includes rail maintenance machines)

The UTA Safety Department will notify FTA of an accident by contacting the U.S. Department of Transportation, Transportation Operations Center (TOC) within two hours of a reportable accident by emailing TOC-01@dot.gov (recommended method) or by phone: 202-366-1863.

3.2.1.6 UOSH Notification

The UTA Safety Department will notify Utah OSHA at 801-530-6901 within 8 hrs. of any workplace accident resulting in the following:

- a. Fatalities (including heart attacks)
- b. Admittance to the hospital
- c. Amputations past the first digit on hand or foot
- d. Heat, chemical or electrical burns which result in temporary or permanent impairment to the body
- e. Electrical shocks
- f. Major bone fractures
- g. Any loss of consciousness in the workplace
- h. Permanent or temporary impairment where part of the body is made functionally useless
- i. Deep cuts
- j. Sight impairment
- k. Any injury or illness that may shorten the worker's life or significantly alter a normal physical or mental ability (either temporarily or permanently), such as visual or hearing impairment

3.2.2 ACCIDENT INVESTIGATION PROCESS

UDOT SSO has formally authorized UTA to conduct its own investigation of Light Rail accidents, and will utilize UTA's investigation as its own investigation, unless UDOT SSO decides to conduct its own investigation. UDOT may decide to conduct an independent investigation in addition to the transit agency's investigation. Accidents that are investigated by UTA are conducted per Corporate Policy 4.5.2 Post Incident Investigation Policy and Transit Services Rail Safety Investigation Procedure.

3.2.2.1 Accidents Investigation

Rail accidents that require two hour notification to the UDOT SSO will be investigated by the Safety department. Rail investigation will be conducted in accordance with the Rail Safety Investigation Procedure. The Rail Safety Investigation Procedure can be found on the Safety Department share drive. A third party investigation (contract expertise) will be assessed on a case by case basis in consultation with UDOT.

3.2.2.2 Workplace Injury Investigations

Workplace injuries that require employees to complete the first report of injury must be investigated at a minimum by a supervisor. If during the investigation process a hazard is identified, the hazard identification form must be filled out and tracked until the hazard is mitigated. In the event of serious injury or death the Safety Department will conduct a formal investigation.

- a. Fatality
- b. Fractures
- c. Injury or illness resulting in immediate admittance to the hospital
- d. Amputation
- e. Deep cuts
- f. Severe burns
- g. Electric shock
- h. Sight impairment
- i. Loss of consciousness or concussions

3.2.3 REPORTING ACCIDENTS

3.2.3.1 Reporting to UDOT SSO

Reports and corrective actions are available to UDOT which includes all events that meet reportable UDOT thresholds and are reviewed during monthly coordination meetings.

In conducting an accident investigation, UTA will provide UDOT SSO the following:

Preliminary Written Report: As soon as possible after the accident, but within three business days the transit agency must email preliminary written information, including any accident investigation summary information, preliminary reports from field personnel, and other available information.

Investigation Status Report: At the request of UDOT SSO, UTA will provide a report indicating status of the investigation, including any significant new reports or report components, and any preliminary investigation conclusions within 10 days of the accident.

Draft Final Accident Report: Within 30 days of the accident, the Safety department will submit a draft final report to UDOT SSO for acceptance. This report will include the corrective action plan (CAP) as approved by the UTA Accident Evaluation Group (AEG). If UTA requires additional time to complete the investigation activities, then UTA shall request additional time from UDOT SSO.

Final Accident Report: After UDOT adopts the draft accident report, as signified by the SSO's signature, UTA will create a non-alterable version of the final report and submit it to UDOT SSO. UTA will retain final reports on the safety network drive.

The Draft Final Report must contain the following information, at a minimum:

- a. Executive summary
- b. Sequence of events, including a comprehensive description of injuries, fatalities, and property damage with estimated dollar value
- c. Clear description of events before, during, and after the accident/incident
- d. Findings and analysis, including investigation activities
- e. Description of the investigation process and methodology
- f. Description of post-accident/incident testing and research conducted
- g. Conclusions, including any findings
- h. Probable and contributory causes
- i. Recommendations to prevent reoccurrence
- j. Supporting analysis to defend any recommendations made
- k. Short- and long-term actions
- l. Changes to rules, policies, or procedures
- m. CAP(s) to address any findings resulting from the investigation.

UDOT reports all reportable FTA events in an annual report.

3.2.3.2 Reporting to FRA

The UTA Safety department will submit required reports per 49 CFR 225, for accident/incidents using the AIRGNET reporting software, for accidents/incidents that occur within FRA operating territory.

3.2.3.3 Reporting to National Transit Database (NTD)

As part of complying with reporting requirements to the Nation Transit Database, UTA will submit monthly safety summary event reports (S&S-50) and any major event report (S&S-40) forms for both bus and light rail operations that meet reporting thresholds defined by the NTD within 30 days.

3.2.3.4 Reporting within UTA

The UTA safety reports are made available to the Director of Safety and Security (DSS), Chief Operating Officer, and Regional/Rail General Managers (RGM's). Reports will be forwarded by the DSS to the ED as needed.

3.2.4 CORRECTIVE ACTION

3.2.4.1 Safety Department Review

The Safety department will initiate an investigation to determine causal or contributing factors for events it deems necessary. Findings from the investigation that identify serious or high hazards, will require a corrective action plan and will be placed on the safety department hazard log. The Safety department will then coordinate with the appropriate departments to develop a corrective action plan (CAP) and fill out a CAP for the identified hazard. The CAP form will be assigned a number and placed on hazard log with the corresponding hazard for tracking purposes.

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation

3.2.4.2 UDOT Review

UTA will develop a corrective action plan (CAP) for submission to UDOT when:

- a. Results from an incident/accident investigation contain identified causal factors that are determined by UTA or UDOT as requiring corrective actions
- b. Hazards or deficiencies are identified from internal and audits performed by UTA or UDOT

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation
- d. Process or plan for implementation of plan
- e. Date Corrective action plan was opened
- f. Identify noted deficiency/finding/hazard
- g. Cost resolving deficiency, if known or applicable

As part of developing a corrective action plan UTA may employ the use of an accident evaluation group (AEG).

An accident evaluation group will be organized to evaluate the following events:

- a. Fatalities
- b. Incidents involving multiple medical transports from the scene
- c. Major component or system failure

The AEG will be comprised of key UTA staff from varying department that would have a role in the development of the CAP. UDOT will also be an invited member to all AEG meetings and play an active role in identifying casual or contributing factors.

Each CAP resulting from an investigation, or from hazards or deficiencies identified, will be made available to UDOT SSO for review. The CAP form will be assigned a tracking number and placed on the hazard log with its identified hazard. Upon completion of the corrective action the Safety department will submit to UDOT the completed CAP form for adoption, signified by UDOT SSO's signature on the CAP form. The hazard log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all corrective action plans with the use of the UTA hazard log and will provide UDOT with an updated log monthly.

3.3 SAFETY DATA COLLECTION AND ANALYSIS

3.3.1 DATA COLLECTION

Safety data is collected and stored by the safety department personnel on a secured network drive (Safety Department S:\\ Drive). It is reviewed, analyzed, and provided to UTA general manager in the General Managers Safety and Security Committee (GMSSC) meetings to assist the organization in eliminating hazards (see [APPENDIX B-2](#)).

Safety critical hazards are identified, investigated, reviewed, resolved, and tracked by the SSRC committee through the UTA TRAX and FrontRunner Hazard Logs. The TRAX hazard log is made available to UDOT SSO at any time through the Safety Department S:\\ Drive. SSO Manager has been given access to this drive to enable UDOT to have access to various data and documents.

TRAX accidents, incidents, and other safety events are recorded and tracked by the Safety Department using the light rail event tracker. The light rail event tracker is provided to the UDOT SSO quarterly prior to the quarterly meeting. It is also stored on the S:\\ Drive which UDOT has access to.

In addition, UTA personnel involved in an accident or incident are required to complete UTA's accident/incident report form (green sheet). On-scene supervisors file supervisor's accident /incident report forms. Copies of these documents, as well as any pictures are copied into the Safety Department drive by the Safety Administrator. Accidents and incidents, require a UTA Safety Administrator to complete a safety department investigation form.

UTA also obtains data from the NTD, US DOT, the National Safety Council, NTSB, APTA, and other transit organizations.

The Safety Administrator(s) reviews TRAX and FrontRunner's control center's daily logs and records events involving the rail system. Events meeting minimum threshold levels are reported to UDOT, FRA, and FTA as required by current regulations.

System event data is entered monthly into the National Transit Database, Commuter rail, and TRAX accidents occurring in FRA territory are reported to the Federal Railroad Administration using the on-line AIRGnet software provided by FRA.

Other sources of data include:

- a. Control Logs
- b. Accident/Incident Reports
- c. Hazard Logs
- d. UTA Police Reports
- e. Employee Training records
- f. Maintenance Records
- g. Rules Checks Reports

3.3.2 DATA ANALYSIS

Data collected is analyzed on a regular basis and is used to evaluate safety performance and identify areas potentially requiring corrective action to reduce the number of events. Types of events that are used for this analysis are areas where there is an increase or reoccurrence of accidents, incidents and occurrences as defined by the FTA.

Event data collected is also used to determine goal specific KPI's required by the FTA in specific areas including events, injuries, fatalities and mean time between mechanical failures. Data collected is also tracked on UTA's safety

dashboard and projects current accident rates while comparing them to the prior year. This data evaluation is used to determine the effectiveness of implemented mitigations and areas needing further evaluation and corrective action.

Rules checks, close calls and interviews are used as a means of proactive risk mitigation and is tracked on UTA's safety dashboard and is used to find, fix and follow up on hazard identified and tracked on UTA's hazard logs.

3.3.3 CONTINUOUS IMPROVEMENT

UTA uses the concepts of continuous improvement throughout its entire organization including safety. UTA's utilization of the safety department hazard log and local department hazards logs allows for this process to be utilized. Safety committees review local department hazard logs on a monthly basis and create corrective actions for identified hazards. All closed hazards are documented and kept for historical reference for the purposes of tracking reoccurring hazards that may require additional mitigation. Safety department hazard logs are also reviewed on a monthly basis by the SSRC. The effectiveness of corrective actions that have been implemented are often used to determine if a specific hazard's risk has been sufficiently reduced needed for closure.

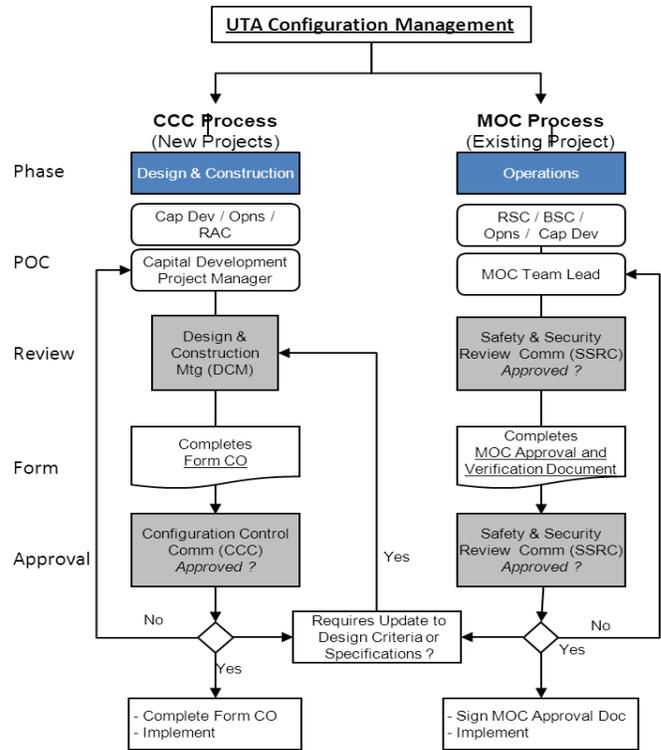
3.4 SYSTEM MODIFICATIONS (MANAGEMENT OF CHANGE)

System Modifications at UTA refer to changes in operating systems that require review and approval by the agency. System modifications at UTA utilize the Management of Change (MOC) process. The Safety and Security Review Committee (SSRC) chaired by the Safety Manager provides direction and oversight of any system modification.

The system modification process at UTA is designed to evaluate and mitigate the impact changes will have on the people, procedures, equipment, vehicles and environment of the system affected by the change. The safety and security concerns for these changes will be addressed and resolved prior to initiation of the change, or implementation within the system. All modifications of rail vehicles that meet the MOC criteria must first be reviewed and approved by the Manager of Technical Services prior to being presented to the SSRC for final approval. This process is outlined in light rail SOP 4800-0300-351”Configuraton Control of Light Rail Vehicle Fleet”.

Configuration Management at UTA coordinates new systems or extensions by Capital Projects Department before they are implemented in the existing operating environment and is managed through the Configuration Control Committee (CCC) process during design and construction. This process is more fully explained in the Capital Development SOP #003 Pillar IV 1.1.8 of the TASP. The CCC process is managed at UTA by the Capital Projects Department, and has representatives from each process involved at UTA. Capital Projects Department personnel will follow project guidance as outlined in the Project Control User Manual. Document Control (4.0) and the development of files and file codes for projects as well as the electronic storage of documents in the SIRE system.

The flowchart to the right illustrates the current configuration management process.



3.4.1 MOC AUTHORITY

Authority to manage system changes is derived from the ED of Utah Transit Authority. The responsibility for implementing and enforcing MOC processes falls under the authority of each UTA executive and manager. Responsibility for change approvals falls under the authority of the Safety and Security Review Committee (SSRC), which is comprised of a group of experienced design, maintenance, and operational personnel from Bus, TRAX, FrontRunner, and Capital Projects Departments.

3.4.2 MANAGEMENT OF CHANGE (MOC) PROCESS

The management of change process is an internal review and approval process managed by the SSRC. Proposed configuration modifications to existing bus, rail, and facilities infrastructure, systems, equipment, or vehicles will be reviewed and formally accepted for implementation by the SSRC committee. Each proposed change must be evaluated to determine the impact on an existing system regarding the areas of maintenance, operations, safety, and environmental, and security effects prior to any changes.

The goal of the MOC process is to ensure that UTA systems continue to provide a level of safety equivalent to or better than the existing system. MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment. This process is intended to prevent unauthorized changes that could compromise safety or introduce a hazard without approval.

The MOC process complies with UDOT SSO's program standard; FTA's general requirements, guidance, and circulars; and FRA guidelines to ensure that safety hazards and concerns are adequately addressed in modifications to existing systems, vehicles, and equipment.

The process for implementing MOC solutions is as follows:

1. During normal operations, inspections, audits, or accident evaluations the bus and rail safety committees (BSC, RSC), or Capital Projects develop corrective action plans (CAPs) or planned modifications. If the cost of the CAP requires interdepartmental, intergovernmental coordination, or exceeds \$ 5,000, the RSC / BSC will form a MOC team with a team lead (TL).
2. The TL will coordinate the resolution and complete the MOC approval and verification document (MOC document, format provided at end of this section).
3. The MOC action will be entered on the MOC log with a number assigned, as maintained by the Safety Department.
4. The issue and recommended solutions will be coordinated with the different affected departments during the development of the MOC document.
5. The MOC document, with recommended modification or corrective action, will be presented by the MOC TL at a SSRC for review and approval. It is recommended that the issue be brought to SSRC at the earliest opportunity to discuss the issue and provide direction, prior to presentation for approval.
6. The SSRC will review the proposed action, based on the considerations listed in the following section.
7. If approved by the SSRC, a minimum of two members will sign the MOC document.
8. MOC TL will implement the CAP, documenting compliance with the provisions stated.
9. When completed, the MOC TL will provide evidence to the SSRC of implementation and required integration testing or operational checks. As-built plan drawing changes and As-In-Service software (if applicable) will be given to the department responsible for future maintenance of the change.
10. Red-line drawings and As-In-Service software (if applicable) will be received from the contractor or other worker. These drawings and software will be filed within SIRE (electronically preferred) and provided to Capital Projects Engineers and or Facilities Maintenance Drawings.

The MOC log and corresponding hazard logs will be updated with close-out date of the completed action.

3.4.3 MOC ACTION CONSIDERATIONS

The SSRC will consider, at minimum, the following issues when evaluating a MOC action for approval:

- a. Safety issues or hazards associated with the changes, including impact to safety-functional or safety-critical hazard mitigation processes
- b. Environmental compliance issues
- c. Security issues
- d. New or modified maintenance concerns
- e. Operations impacts of the change

- f. Impact on operating rule book or standard operating procedures
- g. Impact on public
- h. Impact on personnel
- i. Impact on other systems, including Positive Train Control (PTC)
- j. Funding source
- k. Schedule for implementation
- l. Effect on safety certification process and critical items list (CIL)

3.4.4 MOC LOG

The management of change log will record each requested and implemented action. A number will be assigned corresponding to the current year, then sequential number (12-001, 12-002, etc.). The MOC log will be maintained by the Safety Department on the safety drive (S:\).

3.4.5 NOTIFYING DEPARTMENTS

The MOC approval and verification document will be used to ensure notification to and coordination with affected departments. The document will provide the review of the action and recommendations to the department representative. The designated department representative will sign off on the document.

3.4.6 MOC APPROVAL AND VERIFICATION DOCUMENT

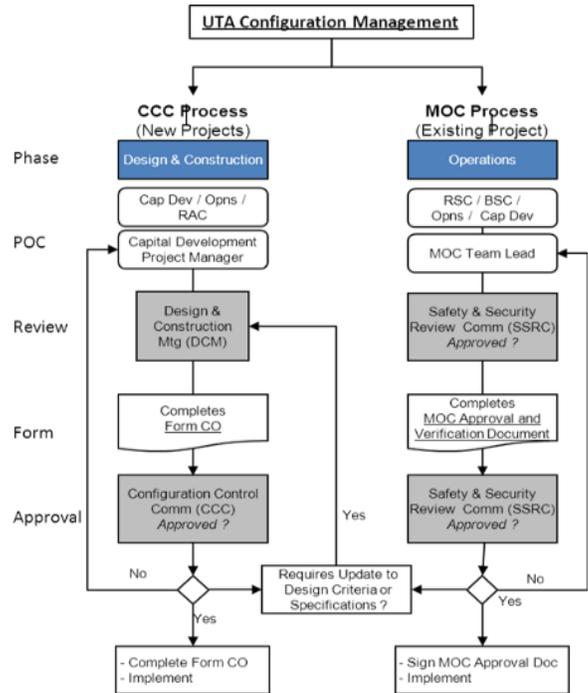
The management of change process for each action will be presented to the SSRC with an approval and verification document in the following format with the requested information. Coordination, approval, and verification signatures will be completed at the appropriate time during the process.

A sample MOC approval and verification document is provided in [APPENDIX C-5](#).

3.5 CONFIGURATION CONTROL

Configuration control within UTA is managed through the Configuration Control Committee (CCC) process during design and construction, and the management of change (MOC) process during operations. The CCC process is managed for UTA by the Capital Projects Department. The MOC process is managed by the Safety and Security Review Committee (SSRC) chaired by the Safety and Security Director.

The CCC process is managed for UTA by Capital Projects, and coordinates new systems or extensions before they are implemented in the existing operating environment. Project managers employ the Project Management Plan (PMP) to guide capital project development and implementation. The Project Management Plan (PMP) will be used in conjunction with the Project Control User Manual by the Project Control Specialist. This manual is updated periodically and contains direction for as built and document control procedures. Specific guidance for document control procedures, File Creation (4.2), File codes, SIRE use (4.2), is provided in The Project Control User Manual Section 4.0. Smaller projects may include an abbreviated PMP specific to the project. Representatives from each involved department and safety are represented in the CCC process. Notification of project changes to existing structures or facilities which might have potential safety or security impacts to effected UTA personnel is critical. Additionally, public, or other effected groups shall be notified of any change which might have potential safety or security impacts. Effected personnel are invited to participate in project meetings and coordinate any changes. Additional training may be required. Operations and maintenance procedures, bulletins or SOP's may need to be developed. The general public may be effected. The Public Relations Department will assist with communications to outside agencies or effected groups and is an essential element of communication which must take place from the beginning of any project and at various stages of a project through completion and implementation of services impacted by a project. Any negative or hazardous impacts observed by a change must be reported to management personnel as soon as possible.



The flowchart illustrates the current configuration management process. For detailed discussion of the management of change process and documentation, see section [SYSTEM MODIFICATIONS \(MANAGEMENT OF CHANGE\) 3.4](#).

The process always asks if any modifications to the design criteria are required. If so, changes are vetted through the Design and Construction Meeting (DCM) and incorporated into the next update of the criteria.

3.6 SYSTEM SAFETY AND SECURITY CERTIFICATION

3.6.1 SAFETY CERTIFICATION

This section describes UTA's System Safety and Security Certification process used to ensure that safety concerns and hazards are adequately addressed prior to the initiation of passenger operations for New Starts and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles or equipment. A guiding principle of the certification process is the verification that safety and security-related requirements are incorporated into a project, thereby demonstrating that it is operationally ready for revenue service.

UTA's System Security Plan and Emergency Preparedness Plan (EPP), separate documents, integrate and interacts the process for managing threats and vulnerabilities into the safety certification process.

Safety certification takes place throughout a project. It begins at the initiation of design of a project, is carried through construction, mitigating hazards in the process, evaluated during start up and testing, and transitioned into operations.

3.6.1.1 Safety and Security Major Capital Project Plans and Documents

The following documents guide the safety certification process during a major capital projects:

Project Plans (with Safety Input)	Abbreviation	UTA Owner
Activation Plan	RAP	Project Dev (Cap Dev)
Bus Fleet Management Plan	BFMP	Project Manager
Construction Emergency Mgmt & Response Plan	ERP	Contractor by Project
Construction Safety Program Manual / Program Manual	CSPM/ CSSP	Contractor
Document Control Plan	DCP	Capital Projects
Emergency Preparedness Plan	EPP	Public Safety
Operation & Management Plan	O&MP	Project Manager
Operational Hazard Analysis	OHA	Safety Admin.
Preliminary Hazard Analysis	PHA	Project Manager
Project Management Plan	PMP	Project Manager
Rail Fleet Management Plan	RFMP	Project Manager
Rail Service Plan	RSP	Rail Ops
Real Estate Management Plan	RAMP	Project Manager
Safety & Security Certification Plan	SSCP	Project Manager
Safety & Security Mgmt Plan	SSMP	Project Manager
System Integration Test Plan	SITP	Contractor
System Security Plan	SSP	Manager of Security

3.6.2 HAZARD ANALYSIS

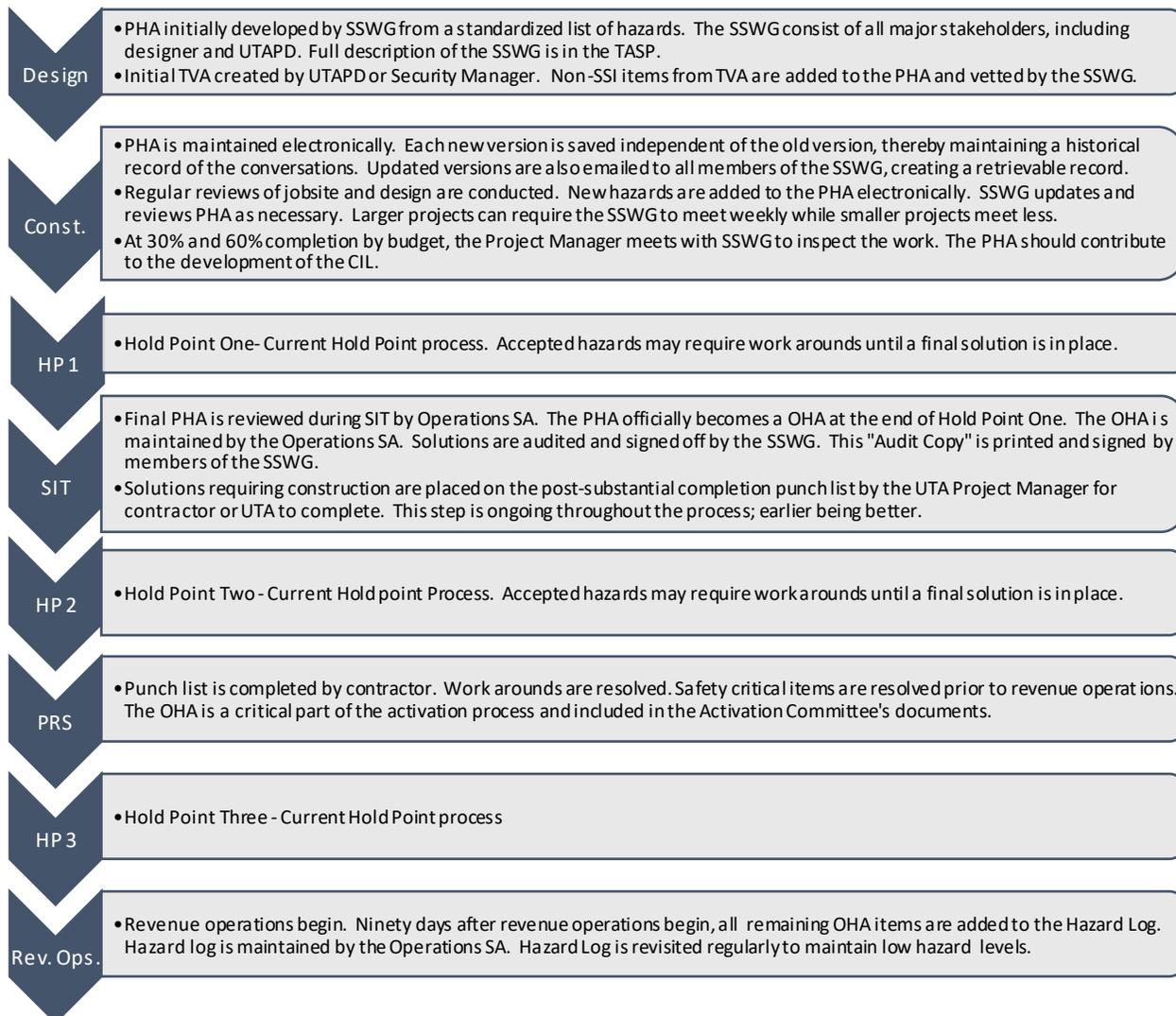
Risk analysis during the project's design and design safety reviews provides the basis to develop a preliminary hazard analysis (PHA) for the project. This PHA, typically maintained in a matrix log for the project, identifies hazards and potential hazards along the corridor, at platforms and in park and ride lots. The hazards are rated based on the risk

analysis matrix (see section 6) and possible solutions to these hazards are proposed. The solutions are then evaluated and incorporated into the design to mitigate or reduce the hazards to the maximum practicable extent.

Similarly for security aspects of the project, and UTA system as a whole, a threat and vulnerability analysis (TVA) is conducted on each project. Elements identified in the TVA that can be designed out of the system, are incorporated into the construction of the project.

During the initiation of testing and systems integration, additional operating hazards are identified and incorporated into the hazard analysis matrix. This is the start of a transition from a PHA to an operating hazards analysis (OHA). Resolutions to these hazards are incorporated into the construction or testing efforts, or a procedure for operations is written to be used during operations.

At the completion of systems integration testing, and prior to pre-revenue operations, the PHA/OHA is reviewed to determine all the hazards that have been eliminated, mitigated, or accepted. The solutions implemented (design, rule, procedure) are noted on the matrix. The OHA remains active throughout pre-revenue and 90 days into revenue operations. The remaining hazards, not mitigated or accepted after 90 days, will be incorporated into the hazard log for that mode of transit (commuter rail, light rail, bus) to be tracked and resolved in the hazard management process (see section 6). An illustration of this process follows this section.



3.6.2.1 Facilities Hazard Analysis



3.6.3 PROJECT CERTIFICATION / HOLD POINT PROCESS

UTA's "Hold Point" safety certification process is documented in the Activation Plan (AP), a separate document for each project, through the Activation Committee (AC). The AC will follow a proactive approach to examine, identify, and document safety and security critical certifiable elements and sub elements; utilizing UTA's approved certifiable items lists (CILs) for each certifiable element.

The RAC will maintain a master safety and security certifiable items list (CIL) for internal distribution, review, consideration, and incorporation of key safety critical elements and items into the Safety and Security elements of UTA's Design Criteria and checklists. (See [APPENDIX C-3](#)). These documents are used to improve safety and functionality of system design, promote effective and efficient use of resources, reduce the number of workarounds and change orders, and reduce hazards in service and maintenance.

Hold Points are conducted before each commissioning phase of the project. Structured reviews and associated approvals will ensure a comprehensive review of all conditions before each phase is started to minimize, mitigate, or eliminate potential safety, testing or operating issues. These phases include the following:

- a. System integration/testing (SIT) Hold Point 1
- b. Pre-revenue operations (PRO) Hold Point 2
- c. Revenue operations (RO) Hold Point 3

A comprehensive review of all conditions will be conducted during the hold point period to eliminate or resolve all potential safety issues. Each of the three commissioning phases of a project presents a new set of operating conditions which can introduce safety concerns and/or hazards unforeseen during the design and construction process. The rail systems activation specialist is responsible for conducting all hold point reviews. He/she will coordinate the overall safety review effort, including the issuance and distribution of each report, indicating approval, by signature, to move to the next phase of commissioning.

During the activation hold point process, a report will be generated for each of the three hold points. Generally, each report will consist of the following detail:

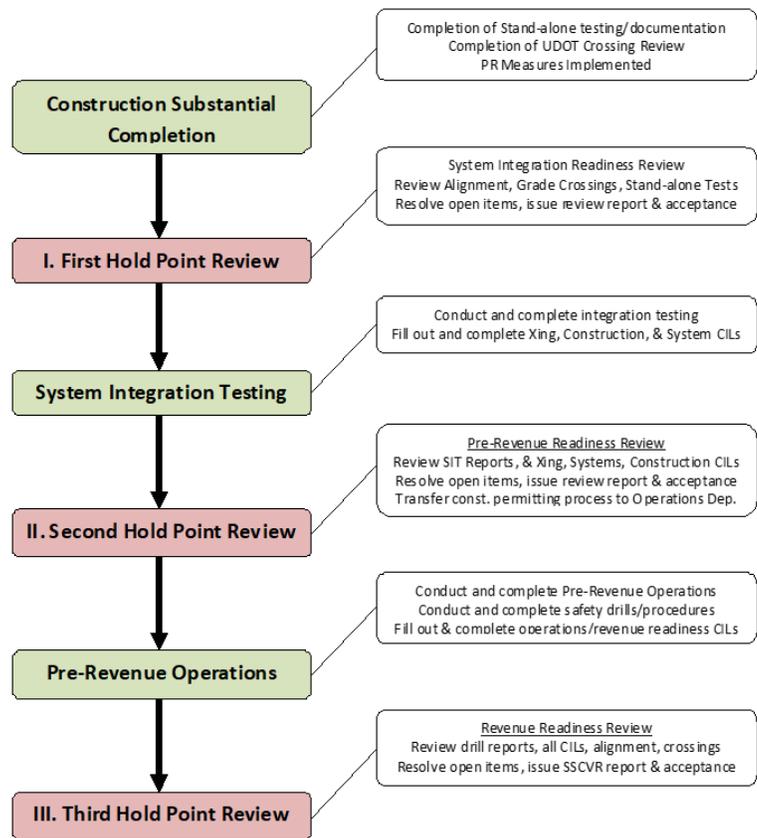
- a. Participants - those whom are required to participate in the safety review.
- b. Zones/reaches/areas which are reviewed.
- c. List and verification of items or activities (CILs, testing) required and successfully completed.
- d. Findings as a result of the review of the area, which require corrective action or approved workarounds.

Each report will be signed by the RAC members, and then by the approval authority, typically the Safety and Security Director before moving to the next phase of commissioning. Samples of the Hold Point approval documents are provided in [APPENDIX C-4](#).

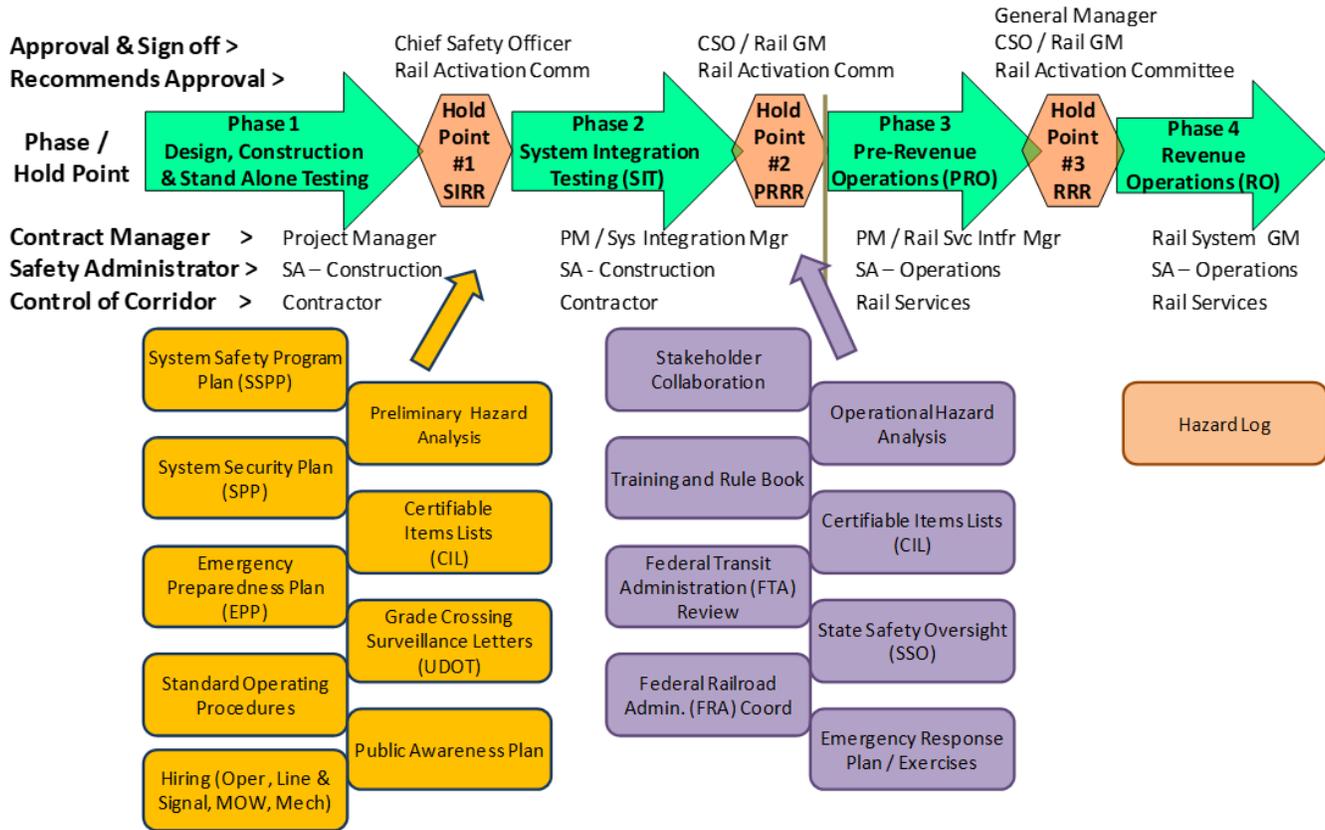
The Safety Administrator prepares the final project safety and security certificate verification reports (SSCVR), with an exception/restriction resolution schedule and acceptable workarounds.

The reports also summarize the project readiness for revenue service by issuing certificates of compliance for each certifiable element, to the SSRC for review and acceptance. The SSCVR is then submitted to the UTA ED and Rail Services GM and for formal approval by UTA's executive management.

The ED will issue the project's final safety and security certification verification statement to the appropriate oversight agencies, authorizing UTA to commence passenger service pursuant to UTA's TASP.



Activation “Hold Point” Process



3.6.4 QUALITY ASSURANCE

Large projects at UTA have a quality assurance/quality control (QA/QC) function built into the design and construction of the project. Specific personnel are responsible for QA/QC activities. In general, QA/QC activities in large projects follow standard industry practice and are subject to review by the FTA and others. Quality control during construction projects is a requirement of the contractor, and submitted in the Quality Management Plan (QMP) and approved by UTA prior to initiation of construction. UTA retains qualified inspectors and testing firms to provide Quality Assurance by document submittal reviews and periodic testing of materials throughout the project. On large federally funded projects, UTA and construction personnel will visit the manufacturing sites of rail & bus products to insure quality prior to these products being shipped to the site.

The Supply Chain Department handles quality assurance for day to day procurement, inventory and warehouse activities. Received goods are compared to items ordered, lot numbering or other certifications as required on safety critical items. Where applicable, receiving personnel assure that lot number documentation is provided before materials are received or accepted. Periodically, purchasing personnel or Safety Administrators will randomly sample hardware, slings, lifting devices, and other devices for compliance with specifications. Items will also be periodically functionally tested to assure they meet standards.

3.7 RULES COMPLIANCE

3.7.1 TRAX RULES COMPLIANCE

3.7.1.1 Documents and Publications

3.7.1.1.1 *TRAX Rule Book and Standard Operating Procedures (SOPs)*

The TRAX Rule Book and Standard Operating Procedures (SOPs) describe policies, rules, and practices regarding the TRAX light rail system. The TRAX Rule Book and SOPs are maintained by Rail Service Operations. The TRAX Rule Book and SOPs are reviewed annually by the Light Rail Services Policy and Procedure Review Forum (PPRF), and approved by the Rail General Manager (RGM). Changes, additions, or revisions that have been reviewed and approved by the PPRF and the Light Rail General Manager are circulated to all employees, requiring each to provide their signature (either holographical when a paper version is distributed or digitally after completing a Computer Based Training (CBT) module reviewing a change) confirming they have read and understand the TRAX Rule and SOPs. Train operators and employees working in the right-of-way are required to carry a current rule book.

3.7.1.1.2 *TRAX Daily Operating Clearance:*

TRAX issues a Daily Operating Clearance (DOC) that lists and describes advisories, bulletins, work permits and general comments. A Rule and SOP of the day are included on the Clearance. Yard and tail track movements are issued on a separate form. Employees are required to sign a daily log sheet confirming that they have read and received the daily operating clearance and yard and tail track movements for that date. UTA complies with all FRA rules, regulations and programs with exceptions as described in the joint use waiver.

3.7.1.2 Rule Compliance Checks

3.7.1.2.1 *Operations: Operational Rule Compliance Testing*

Observation tests are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. Supervisors will conduct observed (the supervisor is in plain view of operators) and unobserved (a supervisor is making observations from a position that is not known, or cannot be seen by operators) to ensure overall compliance. Each field supervisor is required to perform at least three observation tests every week during their field shifts at random times on random days based on train operations. All observation tests will be documented on the Operational Testing Form or by entering their observations into the Rules Observation Program (ROP). All paper records of operational tests are retained for three calendar years from the day of the test. Digital storage of entries into the ROP will be retained for three years from date of entry.

Operations training supervisors conduct biannual efficiency checks of all train operators to determine an employee's ability to comply with rules, regulations, and procedures. The efficiency check results are recorded by the operations supervisor and retained in the operator's training record folder. All operator training records are maintained by the operation training supervisor.

Operation field supervisors/controllers are evaluated for rules compliance by undergoing periodic controller and system evaluations conducted by the operations supervisor trainer. Applicable evaluation forms are completed by the operations supervisor trainer and signed by the evaluated supervisor. Completed and signed evaluation forms are filed in the evaluated supervisor's training record folder. All supervisor training records are maintained by the operations supervisor trainer.

3.7.1.2.2 *Maintenance of Way*

Maintenance employees are randomly checked for compliance with rules set forth by the FRA. Twice a year, maintenance of way supervisors conducts random audits of employees working in rail transit right-of-ways for compliance with roadway worker regulations. As part of conducting rules compliance audits, supervisors fill out a

corresponding form containing a rules compliance checklist for each employee. Rules compliance checks, passing and non-passing findings are tracked in a log maintained by the maintenance department.

3.7.1.2.3 LRV Maintenance

LRV Maintenance supervisor and leads conduct daily, weekly and monthly rules checks during their shift. These rules checks are documented on the LR vehicle maintenance pass down. Various items checked are employee adherence to using Blue flag, Lockout tag-out, placement of chains including forklift and crane inspections. This process is followed for all LRV running maintenance at each light rail shop. There is a QA/QC Supervisor that audits the weekly checks and reports the findings to the assistant managers for follow up and corrective action. This information is stored on the vehicle maintenance SharePoint page under QA/QC.”

3.7.1.3 Reports and Data Analysis

Results of the operational tests are compiled on a rolling quarterly basis and reviewed by the Manager of Rail Operations or other designated person(s) and forwarded to the Safety Administrator every calendar quarter. A written form of the discussion and review will be provided to the Safety Department within 30 days after the end of the quarter. Additional information regarding operational tests is available to the Safety Administrator as needed on request.

3.7.1.4 Enforcement

3.7.1.4.1 Violations

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (performance agreement and termination) that may result in termination. See UTA Corporate Policy 6.3.1. Rail operations maintains a log for all stop indications and wrong route violations, and may further investigate any rules violation that is reported, or that may be part of an accident or incident. Additionally, all accidents and incidents are reviewed by supervisors and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary.

3.7.1.4.2 Hazard Management

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

3.7.2 FRONTRUNNER RULES COMPLIANCE

3.7.2.1 Documents and Publications

3.7.2.1.1 *General Code of Operating Rules (GCOR)*

FrontRunner uses the GCOR as their primary rule book for both operations and maintenance. The GCOR is updated frequently through biannual national committee meetings and published every five years. UTA has a representative at these meetings.

3.7.2.1.2 *System Special Instructions (SSI) and General Orders*

FrontRunner publishes a set of system special instructions (SSI) annually which are rules and instructions that are specific to operations. These changes include GCOR rule revisions, safety rules, signals, yard procedures, etc. Between publications of the SSI, a general order may be issued to add or revise a rule if needed. All operations employees must read, sign for, and carry all issued general orders until such time as they can be incorporated in the next version of the SSI.

3.7.2.1.3 *FrontRunner Timetable*

Operations employees must remain aware of and familiar with the FrontRunner timetable. The timetable contains information such as speed restrictions, station locations, switch speeds, siding locations, and other specific information that pertain to FrontRunner track.

3.7.2.2 Rule Compliance Checks

3.7.2.2.1 *Operations: Efficiency Testing*

To enforce rule compliance all FrontRunner operators and controllers are subject to efficiency testing. Efficiency testing is regulated by a designated testing officer and carried out by a select group of efficiency testing supervisors. Each efficiency testing supervisor is tasked to complete a minimum of four efficiency tests per quarter. At the end of the quarter the designated efficiency testing officer compiles a report summarizing the results for the quarter. The report is then kept on file for review by the FRA.

All operations employees must attend yearly “rules classes.” These classes cover all rule changes, additions, deletions, and revisions. Employees must pass a test given at the end of the class by a score of at least 90 percent.

3.7.2.3 Enforcement

3.7.2.3.1 *Violations*

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (written notification and performance agreement) which may result in termination. See UTA Corporate Policy 6.3.1. De-certifiable violations are recorded in the personnel file. All accidents and incidents are reviewed by the Controller Standards Group and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary. Additionally, all major accidents are reviewed at an Accident Evaluation Group. Frontrunner also enforces the following 49 CFR regulations: 49 CFR Part 240.129 – Criteria for monitoring operational performance of certified engineers.

49 CFR Part 240.117 – Criteria for consideration of operating rules compliance data.

49 CFR Part 217.9 – Program of operational tests and inspections: recordkeeping.

3.7.2.3.2 *Hazard Management*

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

3.7.3 BUS RULES COMPLIANCE

3.7.3.1 Documents and Publications

3.7.3.1.1 *Bus Operations Employee Handbook and Standard Operating Procedures (SOPs)*

In the Bus System, the Bus Operations Employee Handbook and Standard Operating Procedures (SOPs) describe its policies, rules, and practices regarding the Bus system. The Employee Handbook and SOPs are maintained by Bus Operations, reviewed annually, and approved by the Bus Regional General Managers (BGM). Changes, additions, or revisions are circulated to all employees affected by them.

3.7.3.1.2 *Detours, Bulletins, Notices and Memos*

Route detours are issued daily to all bus operators checking out their work for the day. As needed; bulletins, notices and memos addressing system issues, temporary changes in the operating system and changes in work duties are issued as needed. Not all changes affect all operators therefore bulletins, notices and memos issued do not require a signature from all operators. Employees are required to sign for critical information confirming that they have received, read and understand the written instructions. UTA complies with all local, state and federal requirements including but not limited to; (DOT, UOSH, FTA) rules and regulations and programs.

3.7.3.2 Rule Compliance Checks

3.7.3.2.1 *Operations: Operational Rule Compliance*

Operational field supervisors are tasked with performing rules compliance checks and observations. Observations are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. There is no set frequency or required number of field observations that have to be completed by Operational field supervisors on a daily basis. However, Supervisors spend time each day in the system observing and performing compliance rules observations, accident investigation, responding to operational needs as they encounter them, etc.

When an operational field supervisor observes a rules violation the field supervisor will address the issue with the Bus Operator immediately and complete an Observation Report (OR). The completed Operational Report form is then forwarded to the employee's immediate supervisor to address and follow-up with the compliance issue.

Operational Supervisors issue an Operator Evaluation Report monthly to each of their team members. The Operator Evaluation Report addresses the following:

- a. Attendance
- b. Miss-outs
- c. Accidents (Both chargeable and non-chargeable)
- d. Complaints
- e. Commendations

3.7.4 SAFETY RULES COMPLIANCE CHECKS AND VERIFICATION

The Safety Department ensures Operations and Maintenance departments are in compliance with the rules and SOP's within their individual departments through the use of rules checks and verification audits. Findings from these checks are then forwarded to management for review and corrective action.

3.8 FACILITIES, STRUCTURES AND EQUIPMENT INSPECTIONS

UTA's bus and rail facilities and equipment will be inspected on a regular basis according to company policies and SOPs, equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations.

Rail Facilities Maintenance employees utilize a "Facilities Maintenance Plan". Assignments are made to individual maintenance employees to ensure the purpose and scope of the plan is fulfilled.

3.8.1 FACILITIES AND EQUIPMENT TO BE INSPECTED

Operating facilities and equipment routinely inspected and tested by employees, supervisors, management, and safety and environmental personnel include the following:

- a. Bus and rail maintenance/support shops/administrative offices, and equipment within the shops
- b. Fire system equipment
- c. Safety eyewash and shower systems
- d. Floor and portable hoist systems and cranes
- e. Heating, air conditioning, lighting, and ventilation systems
- f. Hydraulic presses, grinders, welders, wheel-truing equipment, lathes, etc.
- g. Hazardous materials handling and storage, etc.
- h. Locomotives, cab-cars, passenger cars, light rail vehicles, and buses
- i. Support equipment (i.e. rolling stock) including high-rail vehicles, track maintenance vehicles, bucket trucks, loaders, forklifts, aerial lifts, etc.
- j. Infrastructure including rail station platforms, track, switches, OCS, bridges, grade-crossing equipment, etc.

3.8.2 TECHNIQUES, SCHEDULES, AND PROCEDURES

Preventative maintenance inspection schedules are generated through the computer system per equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations. A maintenance supervisor identifies upcoming PM inspections and assigns the work out to their crew for completion. Inspectors use checklists (see [APPENDIX B-4](#)) to identify potential physical hazards, unsafe equipment, unsafe acts, and policy and procedural deficiencies with the facility or equipment being inspected. Completed inspection reports and checklists are returned to the supervisor for review. Each department is responsible for maintaining inspection and repair records to confirm the inspection process.

3.8.2.1 M.O.W. (Line, Signal and Rail Maintenance) Standards and procedures

Line and Signal uses a maintenance of way plan "MOW Procedures" that outlines specific testing and maintenance procedures in accordance with FRA regulations. These are in accordance 49 CFR parts 233 - 236.

Right of way rail maintenance uses a maintenance plan "rail maintenance standards" to maintain the track in accordance with FRA regulations 49 CFR part 213. The standard outlines all aspects of proper maintenance and inspections regarding track.

3.8.3 TRACKING AND RESOLVING HAZARDS IDENTIFIED DURING INSPECTIONS

The majority of safety hazards and concerns are resolved immediately by employees, and supervisors, and require no formal tracking process. Safety-critical hazards that cannot receive immediate attention are forwarded to the

appropriate supervision and will be reported to the Safety Administrator or safety committee. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the hazard log for tracking purposes and managed by the SSRC committee. A corrective action plan, responsible person, and completion date will be assigned. Follow-up inspections will verify that the hazard has been resolved.

3.8.4 RAILROAD BRIDGE SAFETY MANAGEMENT AND INSPECTION PROGRAM

The railroad Bridge Safety Management Program (BSMP) has been developed and implemented by UTA to minimize damages and identify and repair deficiencies in bridges carrying UTA traffic, to safeguard their ability to carry UTA traffic, and to minimize risk of human casualties.

Capital Projects Department personnel have the responsibility to manage and inspect all rail bridges in accordance with 49 CFR Part 237, Bridge Safety Standard. Rail Bridge Engineers will assure that each structure is scheduled, inspected and any repairs or upgrades need to take place. Prior to all inspections, personnel will obtain a Rail Access Permit (FrontRunner or TRAX). Personnel will be current in training for Roadway Worker Protection and fully implement all necessary safety procedures during the performance of bridge inspections. Safety Department personnel have the responsibility to verify on a periodic basis (two inspections per year) the safe performance of bridge inspection program.

3.9 MAINTENANCE AUDITS AND INSPECTION PROGRAM

3.9.1 EQUIPMENT OR FACILITIES MAINTENANCE AUDITS AND/ INSPECTIONS

It has been a long-established UTA policy and goal of the organization to prevent untimely and costly equipment failures. To this end, UTA has established inspection and preventative maintenance procedures for its track, switches and structures, overhead catenary system, signal system, vehicles with their associated mechanical and electrical components, and support equipment. Plans and guides are provided by Original Equipment Manufacturer (OEM) recommendations, Fleet Management Plans, Facility Maintenance Plan and System Operations and Maintenance Plans.

During preventative maintenance processes, hazards observed that are a safety issue which needs further evaluation should be presented to the Safety Committee and the issue or hazard placed on the Local Hazard log. If the hazard is considered high or serious it will be placed on the UTA Corporate Safety Hazard Log. Hazards not resolved within 180 days are elevated to the corporate Safety and Security Review Committee (SSRC).

Revenue vehicles have daily, monthly (or by miles), and annual inspections. Preventative maintenance work orders (PMs) assure these failures do not occur. TRAX, bus and FrontRunner commuter rail personnel work very closely with vehicle and equipment manufacturers and vendors to assure optimal operation. Applicable Federal Railroad Administration (FRA) maintenance requirements and UDOT state motor vehicle requirements are implemented into daily, weekly, monthly, and annual inspections for efficient and safe operation. For example, the LRV maintenance mechanics inspect light rail vehicles. Diesel locomotive maintenance mechanics maintain the FrontRunner equipment and bus maintenance mechanics maintain UTA's fleet of buses. They make sure all of the engines, transmissions, lights, warning devices, brakes, and other safety systems are working properly before putting the vehicles into service. These same vehicles are subject to preventative maintenance (PMs), where maintenance personnel inspect fluid levels, hose and line condition, brake condition, safety equipment, and other vehicle systems to assure that these items function properly. PMs may also call for the periodic change-out of various components in order to prevent failures. All applicable FRA maintenance equipment is inspected and repaired according to applicable CFR sections.

Facility maintenance personnel perform maintenance not only on facility equipment such as heating and air conditioning, elevators or escalators, but they also are responsible for the maintenance of large equipment components used to maintain trains such as the wheel truing machine, cranes, hydraulic or electric lifts, etc that are critical to maintaining the various transportation modes.

Defects identified during inspections may be repaired immediately, if the situation allows it. For those items that cannot receive immediate attention as required by regulation a record should be made. Items on this list should be forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being generated for each item. This will allow the work order system to track the defect until it is resolved.

3.9.2 AUDITORS OF MAINTENANCE AND OPERATIONS ACTIVITIES

Managers and or Supervisors verify that maintenance procedures are performed. Triennially, UTA conducts internal audits to verify that this process is taking place. Additionally, UDOT (SSO) accompanies internal auditors to assure that the internal audit process is occurring. This preserves the independent nature of the audit process, since other organizational units are primarily involved with implementation of the audit items. Managers and supervisors of the areas being audited are invited to attend the audit; however, they do not conduct the internal audit. Other

organizational units are required to cooperate with the rail supervisor or other designee in the conducting of internal audits.

3.9.3 AUDIT REPORT—TRACKING AND RESOLVING INTERNAL AUDIT FINDINGS

The internal auditor will schedule and conduct internal audits. UDOT is invited (with 30 day notice) to participate in the audit functions. Upon completion, the internal auditor submits an internal audit report to the business unit general manager for review. The report will include findings, conclusions, and recommendations. A summary of all internal audits performed during the year will be included in UTA's annual report to UDOT. Reports to UDOT will include corrective action plans for hazards identified. Audit activities are reported monthly to UDOT in their monthly meetings with UTA.

3.9.4 FOLLOW-UP / ACTION PLANS

Departments and other organizational units are responsible for implementing their respective approved recommendations and corrective action plans within established time frames. Future audits will determine compliance with this requirement.

3.9.5 RESOLVING PROBLEMS AND DISAGREEMENTS

Disagreements with audit findings may be challenged by the department supervisor or manager to the internal auditor or audit group. A review of the requirements and findings/non-conformances written up will be made. A written reply will be made within 30 days. If a disagreement still remains, the issue will be elevated to the GMSSC meeting. A full review of the findings and disagreements will be presented at that time. The GMSSC members will make a decision for an equitable resolution.

3.9.6 USE OF A WRITTEN CHECKLIST

Written checklists are the preferred tool of conducting an audit. Written checklists of internal audit requirements will be used when conducting all internal audits and or evaluations. The auditor will make every effort to make certain that the department manager has received a copy of the checklist prior (one week) to the audit. If areas of concern arise that are not written on the checklist, and need to be investigated, the auditor may write the questions and make it a written part of the audit process. When a final report is given to the manager, a written record of questions or issues will be given to the department manager. Written checklists aid the department manager in knowing the expectations of regulations and the auditor prior to the audit experience.

3.9.7 TRACKING AND RESOLVING HAZARDS OR CONCERNS

Defects identified during inspections may be repaired immediately, if the situation allows it, by on-site employees and supervisors. Safety critical hazards that cannot receive immediate attention will be noted on the inspection checklist (see [APPENDIX B-5](#)). Items on this list are forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being written for each item. This will allow the work order system to track the defect until it is resolved. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the hazard log and managed by the SSRC committee. A corrective action plan (CAP), responsible person, and date will be assigned and follow-up inspections will verify that the hazard has been resolved.

The majority of safety hazards and concerns are resolved immediately by employees and supervisors, and require no formal tracking process, other than the inspection checklist to show issues have been resolved. Some hazards or concerns that are not resolved in a reasonable manner or that involve other departments or require management review, are reported to the Rail Safety Committee (RSC) and Bus Safety Committee (BSC). If the matter is not resolved at this level, that it is referred to the Safety and Security Management Review Committee (SSRC). Please see the pertinent sections of the TASP describing RSC, SSRC, and hazard management processes.

3.10 DRUG AND ALCOHOL PROGRAM AND MEDICAL MONITORING

3.10.1 DRUG AND ALCOHOL PROGRAM

UTA is governed by the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and US DOT Drug and Alcohol standards found in 49 CFR Parts 40, 219, and 655. It is also governed by 49 CFR Part 29, the Drug Free Workplace Act. In response to these requirements, UTA has established a drug and alcohol policy including an addendum for FrontRunner rail services. This UTA Corporate Policy (6.2.1) meets all of the above standards and is administered by UTA's designated employer representative (Department of Human Resources). The FTA and FRA regularly audit this policy and its effectiveness. The UTA drug and alcohol corporate policy and addendum for FrontRunner rail services are available to all UTA employees on the UTA intranet, under corporate policies.

3.10.2 MEDICAL MONITORING

Applying appropriate medical standards for safety-critical positions extends beyond a qualifying pre-employment examination. UTA has established ongoing standards for employees who perform safety-critical functions. Medical monitoring of employees whose conditions or physical and emotional health may not be acceptable in order to operate transit vehicles includes bus, flex-trans bus, and light rail operators, as well as commuter rail locomotive operators. Biannual physical examinations are required for each of these employees. Annual physicals are conducted on employees whose results fall outside the established DOT requirements. Standard DOT physicals are performed with emphasis on vision, hearing, weight, drug screening, diabetes, blood pressure vitals, sleep apnea and a physical exam by a physician. Employee's emotional health is evaluated using the employee assistance program provider. This program allows for 24 hours-a-day, 7 days-a-week availability for employee evaluations or counseling. Evaluations include alcohol/drug abuse, marital matters, personal problems, mental health, financial issues, legal difficulties, and stress/anxiety matters.

3.11 PROCUREMENT

3.11.1 MEASURES AND CONTROLS FOR THE PROCUREMENT PROCESS

The Finance Department under the direction of the Vice President of Finance manages the procurement process. Contracts administrators supervise procurement for projects or large contracts. All other buying is accomplished by and through the Supply Chain Department. This department also manages parts and warehousing. UTA Internal Auditing reviews purchasing procedures and practices and makes reports directly to the UTA board of trustees.

The Supply Chain Department handles quality assurance for day-to-day procurement activities. Received goods are compared to items ordered. Lot numbering or other certification is required on safety critical items. Receiving personnel assure that lot number documentation is provided before materials are received. Periodically, Supply Chain personnel or Safety Administrators will randomly sample hardware, slings, lifting devices, etc. for compliance with specifications. Periodically items will be functionally tested to assure they meet standards.

Safety data sheets (SDS) must accompany all hazardous materials received onto UTA property. All SDS received from vendors are submitted to the Safety Department for inclusion to the Safetec SDS database system. Should an emergency occur requiring quick access to an SDS, employees can easily print the document at any time.

The procurement process requires that all safety-related products be approved by the Environmental and Safety departments before any item is purchased or added to the inventory system; prior authorization includes a review of the SDS. Prior to a contract being released, the contractor must agree to the contract language which requires personnel coming onto UTA property to follow all local, state, and federal safety and environmental laws. UTA is exploring additional measures of monitoring purchases that may create a hazard or concern that may need formal processes to address potential risks.

UTA's Safety Department reviews, approves, and monitors the purchase and storage of potentially hazardous materials. All purchases of potentially harmful product must be recorded into a data base, Safetec, which includes the download of the SDS sheet. Once in the database, safety and environmental administrators review the health, exposure, and other hazards for the product, and determine if the product is approved or rejected, or if safeguards should be implemented. Employees have access to the database to determine the potential hazards and safeguards.

3.11.2 INSPECTION AND CONTROL OF MATERIALS

All materials received by UTA are inspected at the time of delivery. Receiving procedures requires inspection to assure that UTA is getting the items and in the condition desired. Unauthorized hazardous materials or defective items are returned to the vendors and not accepted by UTA.

To further control safety, all specifications for parts and shop supplies are detailed on each part number in the item master file. Specifications include size, description, safety requirements, install instructions, warranty information, supplier requirements, and reorder guidelines. The information can be viewed by all maintenance and purchasing personnel but change access to the field is tightly restricted to the three inventory specialists and the senior supply chain manager to avoid accidental removal of data and/or specifications. Each time an item in inventory reaches calculated minimum quantities, an automated requisition is generated by the inventory system. That form prints with all the information and instructions detailed above.

IV PROMOTION

Pillar IV of the Transit Agency Safety Plan is Safety Promotion. This section describes the responsibilities of staff to the safety program, and encouragement of others to follow established policies. It describes the committee structure established to form the means of discussing, solving and if necessary elevating safety issues and concerns to resolution. Training and certifications to enhance the qualifications and competencies of UTA staff are described, along with the reoccurring activities at UTA designed to promote and remind all employees about safety in the organization.

4.1 TASP IMPLEMENTATION ACTIVITIES AND RESPONSIBILITIES

4.1.1 TASP COMMITTEES AND POSITION RESPONSIBILITIES

UTA implements the TASP through a series of committees and department positions who have responsibility for specific areas, yet work in a coordinated manner to ensure the safety of the authority. As related in section I 3.2, safety is a key responsibility of all managers at UTA. All employees have the right to present safety concerns to their immediate supervisor, manager, or Safety Administrators. Any employee, supervisor, or manager that brings an incident, accident, safety concern, or hazard, in good faith will not be adversely affected, or be subjected to harassment or intimidation. These retaliations are not tolerated by UTA.

4.1.1.1 Safety Communication

UTA Bus, Rail and Maintenance committees communicate information regarding employee hazards and safety risks through displayed department safety boards. Hazard logs created through committees are displayed and available for employees to review. In addition department dashboards, memos and training may be provided to employees to communicate safety changes or hazard mitigations.

4.1.2 TASP COMMITTEES

UTA implements the TASP collaboratively through a series of committees coordinating bus and rail operation and maintenance services. Concerns, if not resolved by the manager or supervisor, will be referred to and addressed by the respective safety committee. The following hierarchy of committees at UTA are established to address all safety issues.

4.1.2.1 General Managers Safety and Security Committee (GMSSC)

The General Managers Safety and Security Committee is UTA's highest level safety committee, chaired by the general manager, ED. The committee is alternately chaired by the Safety and Security Director. The GMSSC is comprised of the UTA corporate staff, which includes the executives, and the rail and business unit general managers.

The GMSSC reviews and approves safety policies, goals, and objectives. It coordinates the support and resources needed to maintain high safety standards for all aspects of service and system safety. The ED through the GMSSC, is the ultimate authority for safety certification, system modification, and configuration management. This authority includes approving each project's safety and security certification statement.

The GMSSC committee meets quarterly to review reports on safety, accident trends, major accidents, urgent or safety critical concerns or hazards, internal and external audit findings, certification recommendations, items referred from the SSRC, and other items of concern to the GMSSC for comment, direction, resolution, and execution. Minutes are maintained and disseminated to members of the committee.

4.1.2.2 Safety and Security Review Committee (SSRC)

The Safety and Security Review Committee is a high-level system safety and security review and coordination committee overseeing on-going safety efforts within UTA. The committee is chaired by the Director of Safety & Security (DSS), and alternately chaired by the UTA security manager. The SSRC is comprised of the DSS, security manager and senior managers representing Rail Services (three managers), Bus Services (three), Capital Projects (one) and information technology (one). The committee oversees or takes the following actions:

- a. Forwards to GMSSC unresolved safety and security issues and required certifications
- b. Approves corrective action plans (CAP) for major accidents and safety critical items
- c. Decides unresolved hazards for bus and rail systems
- d. Ensures coordination of safety efforts between bus and rail systems
- e. Reviews safety and security certifications
- f. Approves management of change (MOC) solutions in the configuration management program
- g. Sets standards for and reviews results of or approves the following programs:
 - a. Hazard Management
 - b. Security
 - c. TASP updates
 - d. Project safety plans and procedures, including the following:
 - e. Rules compliance
 - f. Emergency management
 - g. Service inspection
 - h. Training and certification
 - i. Hazardous materials
 - j. Drugs and alcohol
- h. Ensures resolution of regulatory violations and non-compliance issues. (FRA, FTA, UDOT SSO, NTSB, OSHA, TSA, DHS)

Safety issues and actions are referred to the SSRC by design, construction, bus, rail, and fire / life safety committees. The SSRC may review as it selects, hazard analysis reports, risk assessments, corrective action reports, safety analysis, threat and vulnerability analysis, threat mitigations, hazard resolutions, NCRs, certification documentation, and fire/life safety concerns.

4.1.2.3 Management of Change (MOC) Teams

Configuration management within UTA consists of the CCC process during design and construction, and of the management of change (MOC) process during operations. The MOC process is more extensively examined in section III 4 of this TASP.

This process is controlled by the SSRC during operations. As part of this process MOC teams are assigned to resolve and implement corrective action plans (CAPs) to improve the system or correct an identified hazard. CAPs are developed by the respective safety committees (RSC, BSC) and approved by the SSRC. Responsible staff to lead the MOC team are recommended by the safety committee and approved by the SSRC. CAPs costing in excess of \$ 5,000 require SSRC approval.

MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment that may not require formal safety certification but which may have safety impacts.

4.1.2.4 Bus Safety Committee (BSC)

The bus safety committees coordinate on-going safety efforts within the operations and maintenance services of the bus system. They meet monthly to update and mitigate hazards in their facilities and on their systems. Committees are

formed for the Ogden, Salt Lake, Building-8, Timpanogos and Special Services business units. The BSC committees are chaired by the regional general manager's delegate, the committees consist of: up to any manager within the unit, one operator and one maintenance staff from each facility (one admin. representative, one union representative), and the Safety Administrator, who serves as a technical advisor and Co-Chair to the committee. The BSC chair position may be rotated annually, through the department's represented in the committee, with the new appointment made at the beginning of each year. The union appoints bargaining unit employees to the BSC annually to serve as safety representatives from the ranks of each department.

Committee members are granted an opportunity to speak, and to present safety issues to the BSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the BSC, and be available to others.

The BSC will maintain a hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the BSC. Issues not resolved in the BSC, or safety critical hazards, are referred to the SSRC.

- a. BSC actions will include the following:
- b. Reviews facility and operations system safety issues identified by members, staff, audits, or inspections
- c. Maintains hazard log for all facility and operational hazards
- d. Assigns responsibility for correcting hazards
- e. Reviews open items for completion
- f. Ensure safety and regulatory rule compliance (FTA, OSHA)
- g. Regularly conduct inspections of facilities and operations to verify corrective actions, and to review safety in the system
- h. Report hazard log status and system safety review results to the SSRC

4.1.2.5 Facility (Admin) Safety Committee

The Facility (Admin) Safety Committee coordinates safety efforts for administrative employees working at Front Lines Headquarters (FLHQ). The committee chair is assigned by a department supervisor in coordination with the safety manager and may be an employ from any of the administrative departments at FLHQ. The committee is co-chaired by a Safety Administrator. Each of the administrative departments at FLHQ has a representative on the committee who is responsible for conducting monthly safety inspections in their assigned areas and voicing safety concerns to the committee. The committee meets monthly to update and mitigate hazards affecting administrative staff at FLHQ.

4.1.2.6 Rail Safety Committee (RSC)

The rail safety committees (RSC) coordinate on-going safety efforts within the operations and maintenance services of the rail system. They meet monthly to update and mitigate hazards in their facilities and on their systems. A committee is formed for TRAX (light rail) and for FrontRunner (commuter rail). The RGM appoints a chairman who may be a senior manager, or alternately chaired by the maintenance facility manager. The committees consist of the Operations manager, two representatives (one Union rep, one admin rep) from operations, LRV maintenance, Facility Maintenance, Maintenance of Way and a Safety Administrator, who serves as a technical advisor and Co-Chair to the committee. The corresponding maintenance facilities (Midvale, Jordan River, and Warm Springs rail service centers) are represented respectively on their RSC. The RSC chair position is rotated annually, through operations and the department represented in the committee, with a new appointment made at the beginning of each year. The union appoints bargaining unit employees to the RSC annually to serve as safety representatives from the ranks of each department, voicing safety concerns to the RSC.

Committee members are granted an opportunity to speak, and to present safety issues to the RSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the RSC, and be available to others.

The RSC will maintain a local hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the RSC. Issues not resolved in the RSC, or safety critical hazards, are referred to the SSRC.

RSC actions are similar to those listed under the BSC above. Additionally the RSC examines compliance with General Code of Operating Rules (GCOR), (FRA 49 CFR Part 214, 49 CFR 200-399; FTA 49 CFR 673).

4.1.2.7 Fire Life Safety and Security Committee (FLSSC)

The Fire Life Safety and Security Committee serves as a liaison between system safety, rail and bus service, and local police, fire and emergency response agencies. The FLSSC is chaired by a Safety Administrator, and alternately chaired by the Emergency Management Manager. Members include local police, fire, and EMS staff, and UTA's public safety, bus operations, and rail supervisors.

The FLSSC coordinates inspections and drills to verify the fire life safety and security emergency response, and familiarization and compliance in the system. Drills are initiated during the activation phase, and continue during revenue operations, per federal requirement, to maintain an effective inter-agency rapport.

4.1.2.8 Construction Safety Committee (CSC)

The Construction Safety Committee coordinates on-going safety efforts between construction contractors, reviews construction safety programs, conducts roadway worker protection training, and reviews claims summaries. The CSC is chaired by a Safety Administrator, and alternately chaired the UTA safety manager. The committee consists of the Capital Projects senior program manager-construction, Safety Administrators, safety training, claims manager, contractor's safety managers, and construction managers. The CSC coordinates closely with the SSWG and participates in the PHA and TVA reviews.

The purpose and scope of the committee is to prevent accidents, illness, and casualties to UTA employees involved with all aspects of construction, inspection, and maintenance activities.

4.1.2.9 Configuration Control Committee (CCC)

The Configuration Control committee (CCC) has been established as a management tool to assist in evaluating recommended changes to a particular project and providing final approval for configuration and budget changes. The CCC's function is to address the need for continuity through the entire life of the project. It is essential that changes to the project be communicated through the proper channels and that all necessary personnel have been notified. More importantly, the function is to monitor, evaluate, recommend and carry out any changes in the scope of the project through all project stages.

The Capital Development SOP 003 has been developed to guide the CCC process and give direction and authority from the Director of Capital Projects to monitor progress of capital projects. This SOP also outlines the composition of the committee.

4.1.2.10 Activation Committee (AC)

The Activation Committee is a working committee of managers that meets regularly, combining safety and security verification process functions into UTA's construction, systems integration, and testing phases of new projects. The AC is made up of an activation manager and one manager from each of the following four supporting disciplines: Safety, (Capital) Civil, Systems and Operations.

UTA has instituted the use of the Activation Committee and the Hold Point process to bring on rail, new bus and facility projects. The membership of the committee may change slightly to best fit the role of the AC. The remainder of this section describes the project activation process.

Each discipline manager will be responsible for ensuring all certified items lists (CILs), procedures, tests, filing of documents, and any other assigned activities for his/her group are completed in accordance with applicable parts of the activation plan. Three of the four discipline managers, identified above, will each be assigned coordination responsibilities for one of the three activation primary functions - safety and security certification, system integration testing, and services. The AC will oversee and approve all activation documents and activities.

The Activation Manager (AM), with help from the AC, will ensure that the project follows the activation process, that all documents are properly completed and filed correctly, and that all necessary safety and security certifications are properly completed and signed before the project enters revenue service.

The AC will meet regularly to develop and finalize details of the AP specific to the project, and then manage activation activities against the plan. They will also discuss progress, issues, and concerns in regard to activation activities and requirements. Meeting minutes will be recorded and filed each time the committee meets. An action items list will be included with the minutes, and will be updated and discussed each time the committee meets to ensure responsibility and completion of items deemed critical to successful activation. The committee will create, maintain, and adhere to an activation-specific schedule, which will help to ensure completion of activation and start-up activities prior to scheduled revenue service dates.

Following commencement of revenue operations, the AC provides "lessons learned" input to planning and design teams, and for improved processes for the next activation.

4.1.2.11 Safety and Security Working Group (SSWG)

The Safety and Security Working Group (SSWG) is established by the Project Manager for each project that significantly changes the interaction of employees or patrons with the UTA system. The SSWG examines the design and specifications of safety and security critical systems on the project. The SSWG is chaired by the PM, project director, or a designee. Primary responsibilities of the SSWG are to establish the preliminary hazard analysis, focus on and mitigate hazards on the project, and coordinate the project safety elements through design, construction and activation. The threat and vulnerability assessment (TVA), if conducted, is also coordinated by the SSWG.

The SSWG begins during the design phase and conducts regular review meetings, separate from ongoing design efforts, to focus specifically on safety issues. The project manager ensures that safety considerations are continually considered during regular design reviews. Design modifications that are recommended to be incorporated into the UTA design criteria are referred to the Capital Projects civil design manager for review at the design and construction meeting (DCM). Modifications are then forwarded to the Configuration Control Committee (CCC) for approval if the modifications are significant enough.

Core members:

- a. UTA Construction/Design Safety Admin
- b. UTA Security Manager
- c. UTA Video Security Admin
- d. UTA Mode Safety Admin, if applicable

Members at Large:

- a. UTA Project Manager
- b. Designer/Architect

- c. UTA Transit Police Officer
- d. End User to include, as applicable
- e. Facility Personnel

Operations

- a. MOW
- b. Admin Personnel
- c. ADA Specialist

Intent – to review systems from an end-user perspective, looking for hazards that can be 1) engineered out of the system, 2) corrected with SOP, procedures, etc. or 3) addressed with PPE.

The SSWG may not change the scope of the project, but may make decisions that relate directly to the remediation of specific hazards. To this end, it is best for the SSWG to be included in the scope phase of the project plan.

The SSWG defines the job specific CILS and creates and maintains the PHA. If the SSWG determines that the residual risk of a hazard cannot be reduced below Medium, then the SSWG presents its findings to the SSRC for final risk analysis.

4.1.2.12 Accident Evaluation Group (AEG)

The AEG is comprised of key UTA staff from varying departments that would have a role in the development of a Corrective Action plan resulting in UTA involved accidents. UDOT will also be an invited member to all AEG meetings and play an active role in identifying casual or contributing factors.

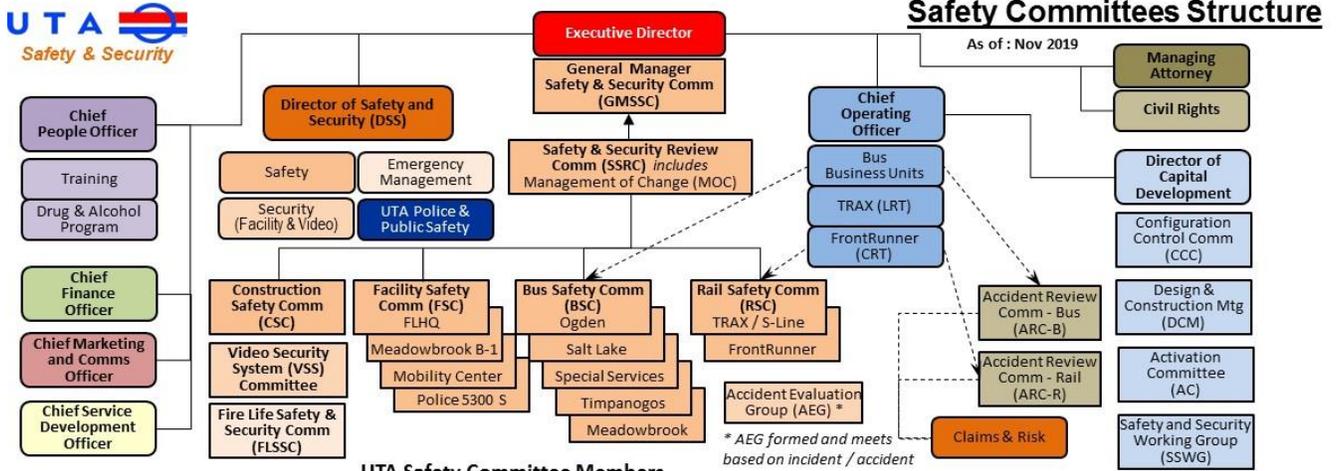
4.1.2.13 Accident Review Committee (ARC)

Accidents involving damage or injury are reviewed by the Accident Review Committee to determine whether it was avoidable or unavoidable. The ARC is coordinated through the claims department, and consists of two members of management, and two bargaining unit employees, who alternate chair the ARC. Each ARC will also have a tie-breaker member appointed, as accepted by management and the union.

Members of the ARC committee review each accident individually, and then render a sealed vote as to whether the accident is avoidable or unavoidable. The sealed votes are counted by the chair with a member of management, and a union representative. Avoidable accidents are charged against the operator or driver, and then classified for damage and injury severity, by UTA's claims unit. Avoidable severity classifications have varying degrees of disciplinary action, up to and including termination. See UTA Business Unit Standard Operating Procedure, No.BU6.8.1.7.

4.1.2.14 System Safety Committee Organizational Process Chart

UTA has formed a number of committees to combine and coordinate the efforts between system safety, rail service, capital projects, and other departments or agencies, to effectively address safety and security concerns. The current diagram of safety related committees is provided below.



UTA Safety Committee Members

Committee	GMSSC	SSRC	FLSSC	CSC	BSC x5	RSC x3	FSC x 4	AC	VSS
Chair >	Executive Director	DSS	SA-FrontRunner	SA-Construction	BU RGM/Snr Mgr	RS RGM/Snr Mgr	Senior Mgr	Activation Mgr	Video Sec Admin
Alt Chair >	DSS	UTA Police Chief	Em Mgmt Mgr	Safety Manger	BU Maint Mgr	Maint Mgr			DSS
Members >	VPC(5)	BU RGM x 2 BU Maint Mgr RS F R Mgr RS TRAX Mgr RS MOW Mgr Cap Dev Prj Dev Cap Dev Constr Technology Office MOW Facilities	UTA Police TRAX Opns FR Opns Bus Opns UTA Dispatch SLC Police SLFD TSA Rep	Cap Dev Constr SAs Safety Training Security Claims Contractor's Construction Mgr Safety Manager	SA-Bus BU Opn Mgr Operators (2) Maint Staff (2)	SA-Rail Opn Mgr Operators (2) Maint Staff (2)	Facilities Rep Dept Mgrs/Rep SA Invitees Claims Legal	Safety Systems Civil/Construct. Opns (Rail, Bus or Facilities) Invitees VPO CSSTO Rail / Bus RGM	IT Rep Bus Rep Rail Rep Facilities Rep Invitees Legal
		Assoc Mbrs Local Police Local Fire Invitees Cap Dev Env Mgr Cap Dev Facilities Claims Legal SAs Auditor SSO	Invitees UTA Comms Safety Training UTA ADA UTA Facilities	Invitees Legal Insurance Agents	Key SA - Safety Administrator BU - Business Unit RS - Rail Service MOW - Maint of Way CBU - Collective Bargaining Union	Invitees Claims Legal	Invitees Claims Legal	Committee Chair > PM Alt Chair > Proj Engineer Members > Safety Admin Police Security Mgr Designer Contractor Constr. Quality Invitees Risk	ARC x2 Admin Ops-B CBU Ops-B Admin Ops-R CBU Ops-R Tiebreaker Invitees Legal Claims

4.1.3 DEPARTMENT POSITION RESPONSIBILITIES

All employees have the right and responsibility to address safety in their work area, and on the system, and to present safety concerns to their immediate supervisor, manager, or Safety Administrators. The Manager coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated. Specific departments and positions within UTA have inherent safety responsibilities. Those departments, illustrated in the UTA Safety Organization chart, and positions are addressed in the following matrix and sections.

4.1.3.1 System Safety and Related Tasks Matrix:

Safety Tasks	System Safety	Rail Ops.	Rail Veh. Maint	Rail MOW	Cap Dev	Fac. Maint	RSC/BSC	SSRC	GMSSC	UTA Board	HR
Prepare safety policy statements	P	S	S	S	S	S	RC, A	RC, A	A		S
Approve UTA corporate policy statements	S	S	S	S	S	S	S	S	A	A	S
Update TASP	P	RC,S	RC,S	P	RC,S	RC,S	S	RC,S	RC, A		RC,S
Hazard management process	P	S	S	S	S	S	P	P	P		
System modification	P	S	S	S	P	S	S	A			
Safety certification	P	S	S	S	P	S	S	P, RC	A		
Safety data collection and analysis	P	S	S	S	S	S	P	P	RC,A		
Accident/incident investigations	P	P	P	P		P	S	RC, A	RC,A		
Emergency management	P	P	S	S	S	S	S	RC, A	RC,A		
Internal safety audits and reviews	P	S	S	S	S	S	S	RC,A	RC,A		S
Rules compliance	P	P	P	P	P	P	S	RC,A			
Facilities/ equipment inspections	S	S	P	P	S	P	S	S			
Maintenance audits/inspections	S	S	P	P	S	P	S	S			
Training/ certification program-employees and contractors	S	P	P	P	P	P	S	S			
Configuration management/ control	P	S	S	S	P	S	S	RC,A	RC,A		
Local, state, federal requirements	P	P	P	P	P	P	S	S			
Hazardous material programs	P	S	P	P	P	P	S	S			
Drug and alcohol program	P	P	P	P	P	P	S	S			P
Procurement	S	P	P	P	P	P	S	RC,A			
Roadway worker program	P	S	P	P	P	P	S	S			
FRA rules, regulations, safety initiatives, programs	P	P	P	P	P	P	S	S			

P.....Primary Responsibility
S.....Support Responsibility
RC.....Review and Comment
A.....Approval

4.1.3.2 Safety Department

The Safety Department has review responsibility for Design, Construction, Light Rail (TRAX), Commuter Rail (FrontRunner), Bus, and Paratransit safety. Safety Administrators in the department have specific responsibilities within their areas - but are coordinated to assist throughout the organization. The Safety Department also promotes safety within UTA through weekly safety messages, monthly safety posters and involving UTA employees by rewarding good acts of safety and ideas. UTA also promotes safety within the community through ongoing education outreach through Operation Life Saver, community safety fair and trucking association presentations.

4.1.3.2.1 Director of Safety and Security

UTA Safety Department is led by the Director of Safety and Security who has direct reporting responsibility to the ED. The DSS has been delegated specific responsibilities, by the GMED, for the management of: system safety, occupational safety and health, accident and incident investigation, the continuous hazard management process, the internal safety audit process, oversight of construction safety, safety and security certification, safety data collection and analysis, industrial hygiene, safety training, safety program implementation, regulatory compliance, and monitoring the implementation of the TASP.

The DSS typically meets with the GM weekly, typically during Corporate Staff and Executive Team meetings to provide updates on safety issues, safety priorities and hazard management and the impacts of budget reductions and resource constraints on the performance of safety-related maintenance activities and requirements. The DSS coordinates safety activities with all other executives.

DSS leads the GMSSC and the SSRC meetings, manages the Safety Administrator and coordinates construction safety with Capital Projects Department. DSS serves as the approving authority during the System Safety Certification Program "hold point" process.

The DSS coordinates all activities of the Safety Administrators serving the operational functions of rail and bus.

4.1.3.2.2 Safety Administrator

The Safety Administrators develop and administer system safety within UTA including Transit Systems, Construction and Instructional Design/Training. These responsibilities include: hazard mitigation and tracking logs, rules observations and compliance, developing, updating and conducting training on OSHA, SMS programs, and roadway worker protection for all contractors and administrative staff, conducts outreach in coordination with Planning and Public Relations, oversees safety curriculum, and maintains required training assignments, certifies safety trainers, oversees record keeping across UTA, completes weekly safety reports, coordinates with safety committees, coordinates FTA, FRA, UDOT SSO, TSA, OSHA activities and audits, conducts safety training programs, conducts and leads Fire Life Safety Committee activities and drills, enters and tracks NTD, and AIRGET accident data, oversees safety on all construction and renovation projects, conduct investigations, and inspections, verifies safety certification through activation phases of capital projects, collects safety data and prepares reports on incidents, accidents, and corrective actions plans.

4.1.3.2.3 Emergency Management Program Manager

The Program Manager has the responsibility for implementing and coordination all of UTA emergency management activities (planning, training, exercises, responding, recovery, etc.), ensuring plans, directives, SOPs, and SOGs are relevant and current, developing, implementing, and managing the UTA emergency response capacity (supplies, equipment, etc.), coordinating UTA's response plans with external agencies, and integrating UTA's Emergency Preparedness Plan, Transit Agency Safety Plan, Security Preparedness Plan, and Emergency Response Plan's.

4.1.3.2.4 UTA Chief of Police / Public Safety Manager

The UTA Chief of Police / Public Safety Manager reports to the Chief Operating Officer and is responsible for the day-to-day management of the safety and security of all operations, maintenance and administration facilities of UTA rail, bus, and paratransit systems.

4.1.3.3 Operations Department**4.1.3.3.1 Chief Operating Officer**

The Chief Operating Officer reports directly to the ED and is responsible for the day-to-day management of the safe operation and maintenance of the UTA rail, bus, and paratransit systems. The COO coordinates the General Managers for Rail and Regional General Managers (bus) in accomplishing this mission. The COO collaborates with the Safety and Security Director and all members of the Executive Team to effectively implement this Transit Agency

Safety Plan, Safety and Security Certification Program Plan, and Security Program Plans through the development and implementation of required plans, procedures, and processes. The COO also ensures appropriate resources are allocated for the implementation of safety projects and plans.

4.1.3.3.2 Light Rail General Manager

The Light Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling of all functions and activities of TRAX light rail and streetcar, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service. Provides guidance in the development and implementation of standard operating procedures, safety regulations (with oversight from the Safety Department), and fee schedules for Light Rail in compliance with federal, state, county and municipal rules and regulations. Oversees long-range planning and development of Light Rail programs and projects. Assists the Chief Operating Officer in developing programs to meet the needs of citizens. Helps provide a culture of employee engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission.

4.1.3.3.3 Commuter Rail General Manager

The Commuter Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling all functions and activities of FrontRunner Commuter Rail, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service, provides oversight and development and implementation of standard operating procedures, safety regulations, and fee schedules for commuter rail in compliance with federal, state, county and municipal rules and regulations. The Commuter Rail Service GM oversees long-range planning and development of Commuter Rail programs and projects, and assists the Chief Operating Officer in developing programs to meet the needs of citizens. Additionally the Commuter Rail Service GM helps provide a culture of employee engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission,

4.1.3.3.4 Director of Asset Management

The Director of Asset Management is responsible for all rail maintenance facilities and all rail corridor and system infrastructure (Maintenance of Way). The director ensures compliance with roadway worker protection training, training for all equipment workers within facilities.

The Director coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated.

4.1.3.3.5 Regional / Service General Managers (Bus/Special)

The Regional General Managers report to the COO and have the day-to-day responsibility for the safe operation of the bus and paratransit systems and maintenance facilities. The RGMs ensure compliance with driver and maintenance operations and safety training.

4.1.3.3.6 Chief Financial Officer

The Chief Financial Officer reports directly to the ED and has the responsibility for the offices of Accounting, Fares, Supply Chain, and Claims. Has responsibility for ensuring that only approved chemical and hazardous materials are procured, the requesting departments have coordinated safety and environmental requirements of contracts prior to advertisement.

4.1.3.3.7 Director of Capital Projects

The Director of Capital Projects reports to the Chief Service Development Officer, and has the responsibility for project development and delivery, construction, State of Good Repair projects, environmental, and grant administration. The Director has responsibility for ensuring approved designers and contractors are retained, design

criteria, safety programs for construction are in place on all projects, construction and systems integration testing for all new rail, bus and facility projects.

4.1.3.3.8 Senior Program Managers

Senior Program Managers report to the Director of Capital Projects and have responsibility for Project Delivery, Construction and Quality, and Environmental compliance and mitigation. System Safety Certification Program, with "hold points", is the responsibility of the SPM project delivery.

4.1.3.3.9 Information Technology Director

The IT Director reports to the Chief of Enterprise Strategy and is responsible for developing, maintaining and securing UTA's enterprise computer systems and architecture; ensuring appropriate backup and recovery during emergency services; researching and implementing new technology systems to enhance transit services, and electronic fare collection.

4.1.3.3.10 Chief of Planning and Engagement Officer

The Chief Planning and Engagement Officer reports directly to the ED. They oversee the planning department, Community Engagement, Customer Experience, Innovative Mobility Solutions, and Customer Service.

4.1.3.3.11 Director of Planning

The Planning Director reports to the Chief of Planning and Engagement Officer. They oversee a staff that is responsible for all the agencies' long range transit planning, strategic business planning, financial planning and funds programming, transit-oriented development planning, as well as project development and system optimization.

4.1.3.3.12 Senior Counsel to the Utah Transit Authority

The Senior Counsel reports directly to the ED, and is responsible to review and provide necessary legal advice on safety and environmental issues, managing liability and worker's compensation claims, reviewing new safety and environmental legislation, or regulations which may impact UTA's functions or operations,

4.1.3.3.13 Chief of Enterprise Strategy Officer

The Chief of Enterprise Strategy Officer oversees the Policy & Risk departments, Information Technology, Operations Analysis & Solutions, and Culture & Continuous Improvement.

4.2 TRAINING AND CERTIFICATION PROGRAM

4.2.1 EMPLOYEE AND CONTRACTOR SAFETY

Training and certification is a paramount concern, and as such UTA has developed a number of educational programs. The following employee classifications perform work that requires safety training and or certification:

- a. Train operators
- b. Operations personnel (hosts, report, etc.)
- c. Vehicle maintenance
- d. Maintenance of way (infrastructure/systems)
- e. Facility maintenance
- f. Passenger facilities maintenance
- g. Controllers
- h. Other personal and contractors that foul or potentially foul UTA's rail right of way

4.2.1.1 Line and Signal Technicians and Rail Maintenance workers

Line and Signal technicians and Rail Maintenance workers are required to complete roadway worker training on an annual basis. Line and Signal Technicians undergo training that is conducted by Union Pacific Railroad. This training consists of 4 two week phases and includes all elements related to signals and crossings and their maintenance, trouble shooting, and repair. In addition to signal training employees may participate in a lineman's correspondence course after completing all phases of the signalmen's school. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor. Rail Maintenance workers participate in two correspondence training courses: "Basic principles of track maintenance and advanced principles of track maintenance". After the completion of these courses a track maintenance worker must complete one year of maintenance work and must obtain approval of management before becoming a track inspector. Track Maintenance Supervisors must complete the same training in order to be able to inspect track. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor.

4.2.2 TRAINING AND CERTIFICATION FOR EMPLOYEES AND CONTRACTORS

UTA employees and contractor personnel, whether construction or service contractors, are required to be in compliance with applicable UTA rules and standard operating procedures (SOP) as well as local, state, and federal safety regulations. Service contractors who perform specific jobs under contract are required to be in compliance with specific safety or environmental laws that are or may be affected by their work.

UTA has developed a [Construction Safety Program Manual](#) that governs contractor safety specifically for contracted construction workers for UTA. This manual outlines procedures and responsibilities of UTA project managers and contractor personnel who contract with UTA to perform construction work activities. Additionally, the UTA safety goal is to achieve accident-free construction projects.

The UTA [Construction Safety Program Manual](#) reflects minimal standards. All general contractors, contractors, and their sub-tiers will be expected to meet or exceed the standards and good safe practices outlined in the manual and their own safety program, whichever is more stringent.

The UTA grants and contract administrator will review and implement into contract language requirements for the contract employees to meet. These contracts are written and reviewed by UTA's legal counsel as well as the contract administrator to assure that specific safety and environmental requirements for contract employees are met.

4.2.3 WORK-REQUIRED TRAINING FOR EMPLOYEES AND CONTRACTORS

All UTA employees and contractor personnel that will be working in the TRAX or FrontRunner corridors, who foul or have the potential to foul the tracks (within 10' of centerline of track), must receive the roadway worker protection training prior to beginning their work.

Contractors are responsible to train their employees on OSHA-required training prior to performing UTA projects. Other related training that contract employees and UTA employees will be current on includes the following:

- a. Hazard communication
- b. Blood-borne pathogen awareness hazardous energy control
- c. General safety awareness
- d. Work-required training for safety sensitive employees and contractors

Employees and contractors, who are under a legal contract with UTA, are obligated to comply with specific safety and environmental requirements and demonstrate quality of workmanship by observation and records reviews. Employees and or contract employees will meet the training, inspections, testing, and maintenance specifications as outlined in 49 CFR as it relates to commuter rail vehicle maintenance and personnel training. UTA supervisors, managers, and Safety Administrators are authorized to make regular observations of work being performed and will determine whether or not safety and environmental requirements are being complied with. The quality of materials and construction processes will also be reviewed by designated quality assurance personnel. Training courses given to employees and contractors will require that tests be completed prior to the completion of coursework. These will be the primary methods used to assure that compliance is obtained.

UTA identified tasks related to the inspection, testing, and maintenance required by Part 238.109 that must be performed on each type of equipment that FrontRunner operates.

Required Training	Train Operators	Controllers	Line & signal	Rail Maint.	Veh. Maint.	Facilities M.
RWP	Annual	Annual	Annual	Annual	Annual	Annual
Basic Track Principles	-	-	-	Optional	-	-
Advanced Track Principles	-	-	-	Optional	-	-
Signal Cert	-	-	Initial	-	-	-
Lineman's Course	-	-	Optional	-	-	-
Blood-borne path	-	-	-	-	Annual	-
Lock out/Tag out	-	-	Annual	-	Annual	Annual
Train license (N.S.T)	-	-	-	-	Initial	-
Blue flag protection	-	-	-	-	Annual	-
Forklift	-	-	Biennial	Biennial	Biennial	Biennial
Train operator cert	Initial	-	-	-	-	-
Train operator re-cert	Annual	-	-	-	-	-
Controller Cert	-	Initial	-	-	-	-
Controller Re-cert	-	Biennial	-	-	-	-
Hazard Comm	Initial	Initial	Initial	Initial	Initial	Initial
Equip Cert	-	-	Initial	Initial	Initial	Initial

4.2.4 EMPLOYEE AND CONTRACTOR SAFETY PROGRAMS

UTA has a multifaceted employee safety program. This program is developed by the operations performance office in conjunction with the various UTA departments affected by the program. The program is generally described in the UTA TASP, the Construction Safety Manual, the FrontRunner and TRAX rulebooks, and the Environmental Compliance Policy Manual. By this program, UTA, its management, staff, and employees are required to follow all applicable local, state, and federal regulations addressing safety. These regulations include the employee right to know provisions. The program also addresses standard industry practice for safety requirements. Within the operations performance office, the Safety Administrators are responsible to work with the line authority management to assure safety policy provisions are appropriate and being followed at Rail Services.

4.2.5 CONSTRUCTION SAFETY REQUIREMENTS

The construction safety program is developed and managed by UTA Safety Administrators. This program defines construction safety functions and responsibilities and other construction safety requirements such as safety equipment, documentation, and safety personnel. All contractors and UTA employees must comply with Occupation Safety and Health Administration (OSHA) rules and the requirements of the construction safety program, UTA Rail Services rule books, SOPs, and individual company contract agreements with UTA.

Contractors who have personnel working around rail systems may be regulated by 49 CFR Part 214, the Roadway Worker Protection Act. Responsive to that requirement, UTA has established a training and certification class for rail roadway workers. All construction and UTA employees who may work on or near the tracks are required to attend this training annually and obtain a certification card or sticker to keep on their person.

The UTA construction safety program will be reviewed and updated on a bi-annual (two-year) basis. The Safety Administrator will have primary responsibility for this update. The Safety Administrator will also be the responsible party for participating in the Federal Transit Administration (FTA Triennial Audits 49 CFR 673 as they are conducted each three-year cycle.

4.2.6 TRAINING AND CERTIFICATION TRAINING, COURSES, EDUCATION

Training Administrators maintain electronic training records for the following items: RWP, blood borne pathogens, hazardous communications, Train operator certification, Train operator re-certification, controller certification, controller re-certification, train equipment certification, train license (N.S.T.), lockout tag out, blue flag protection and forklift certification. All safety related courses that are conducted in a classroom environment or through computer based delivery are also maintained electronically by the Training Administrators.

Records for the following training: lineman's course, signal certification and basic/advanced track principles are maintained in the employee training records, in paper form and are available for audit and review. These records are available directly from the rail department managers. The training supervisor and management review the training records to determine completion. Most training is done annually, with all operators, employees, and supervisors being trained in the same month.

4.2.6.1 Safety Administrators Certification

The Safety Department recognizes the FTA Transportation Safety Institute (TSI) to administer transit safety and security training certifications for all Safety Administrators at UTA. All Safety Administrators will complete the TSSP

within the first two years of their safety assignment. This certification involves the successful completion of the Transit Safety and Security Program Certificate as outlined by TSI training manual. Courses required are:

- a. Transit Rail/Bus System Safety
- b. Transit Rail/Bus Incident Investigation
- c. Effectively Managing Transit Emergencies
- d. Safety Management Systems
- e. SMS Awareness CBT
- f. SMS Assurance Webinar

Note: Safety refresher training is typically held during safety department meetings.

UTA Safety Administrators are TSSP Certified through the Transportation Safety Institute and are eligible to receive additional safety certification through the World Safety Organization. Safety related instruction is emphasized through UTA's corporate policies and procedures, maintained on UTA's intranet.

4.3 LOCAL, STATE, AND FEDERAL REQUIREMENTS

4.3.1 CORPORATE POLICIES

The board of trustees, in their Policy Operational Directive for Safety (2.1. Safety No. 1.2.1), creates the foundation that ensures the safety of employees, passengers, and the general public. The following corporate standards are incorporated into UTA's corporate policies that include local codes, state, federal, and OES&H standards and other safety initiatives. Safety requirements are applicable to UTA employees, contractors, passengers, and the general public.

- 4.3.1 Employee and Public Safety
- 4.3.5 Fire Protection and Evacuation Plans
- 4.3.6 Hazard Communication or Right to Know Policy (OSHA)
- 4.3.12 Personal Protective Equipment
- 4.3.15 Responding to Employee Complaints and Concerns
- 4.3.17 Safety Committee
- 4.3.20 Visitor Access
- 4.3.22 Safety Shoes (SOP) (Renumbered U 2.1.2.3)
- 4.3.23 Emergency Notification Policy
- 4.3.24 Safety Glasses Policy

4.3.1.1 Operations Safety Standards

- OSH 4.211 Machine Equipment Safety Guarding Plan
- OSH 4.146 Confined Space entry
- OSH 4.1030 Exposure Control (BBP)
- OSH 4.22 Fall Protection
- OSH 4.147 Hazard Energy Control
- OSH 4.95 Hearing Protection
- OSH 4.33 Hot Work
- OSH 4.176 Power Industrial Truck and Forklift Safety
- OSH 4.179 Overhead lifting
- OSH 4.1903 Regulatory Inspection Response
- OSH 4.134 Respiratory protection
- OSH 4.25 Roadway Response Safety
- OSH 4.5 Safety Inspections and Audits
- OSH 4.94 Spray Painting Operation
- OSH 4.21-30 Walk and Working Surfaces

4.3.1.2 IV 3.3 Health and Environmental

- 4.4.1 Environmental Protection (Renumbered 4.1.5)
- 4.4.1-1 Environmental Protection (SOP)
- 4.4.2 Battery Recycling (SOP)
- 4.4.3 Electronic Waste and Mercury-Containing Equipment (SOP)
- 4.4.4 Hazardous Waste Management (SOP)
- 4.4.5 Parts Washer Solution Management (SOP)
- 4.4.6 Industrial Waste Water (SOP)
- 4.4.7 Public Transit Shelter Cleaning (SOP)
- 4.4.8 Spill Response and Reporting (SOP)

- 4.4.9 Storm Water Pollution Prevention (SOP)
- 4.4.10 Universal Waste Management (SOP)
- 4.4.11 Used Oil Filter Management (SOP)
- 4.4.12 Used Oil Management (SOP)
- 4.4.13 Vehicle Engine Idling

4.3.2 OCCUPATIONAL, ENVIRONMENTAL, SAFETY AND HEALTH (OES&H)

An important aspect of safety compliance falls under Occupational, Environmental, Safety and Health (OES&H) rules, regulations, guidance, and initiatives. UTA's Safety Administrators work closely with managers, supervisors, and employees to ensure understanding of the various requirements of OES&H, as well as to other federal, state, and local rules, standards, and ordinances. All UTA employees receive awareness training on environmental management procedures, aspects and commitments in their New Employee Orientation presentation. New employees are also trained by their supervisors on department environmental procedures involving SDS and hazard communication, recycling, spill response, excess idling, energy management, water conservation and reducing the UTA carbon footprint (greenhouse gas reduction).

The UTA Environmental Corporate Policy specifically requires UTA to be in compliance with legal requirements of all local, state, and federal laws.

Contractors performing work at UTA facilities, who bring chemicals onto UTA property, are required to participate in a Contractor Environmental Briefing which is presented to the contractor by the Environmental Compliance Administrator. During this briefing, UTA will understand what chemicals may be brought onto UTA property and understand the potential for spills or releases and impact on UTA if the chemicals are not handled according to manufacturer's recommendations. Copies of chemical Safety Data Sheets are provided to UTA by the contractors. Contractors must present their work plan and employee personal protection procedures for handling chemicals associated with the contracted work at UTA. At the conclusion of the contractor briefing, the contractor is required to sign the briefing with the Environmental Compliance Administrator. Contractor personnel who demonstrate a lack of understanding of applicable rules and procedures may be removed from the work site and require additional safety training be conducted. Briefing packages are maintained in the Environmental Department files. Additionally completed package briefings are kept on record with the UTA contracts department.

4.3.2.1 Construction Safety

Construction safety is administered in accordance with contract specifications, and applicable Federal, State and local safety requirements. The UTA Safety Administrator-Construction has primary responsibility for safety oversight of construction projects. The program is based on, and complies with applicable federal, state, and local safety codes and regulations, including UOSH. Procedures have been established for the control of operating hazards, including but not limited to chemicals, noise, cut and abrasion injuries, strain, and sprain injuries. Contractors are required to comply with these requirements for the safety of their own employees as well as to safeguard UTA employees, contractors, passengers and the public.

Engineering and Project Management approves the contractor's safety program plan and supporting documentation, with the concurrence of the Safety Department. Particular emphasis is placed on work that may affect UTA operations, passengers, facilities, and personnel. All contractors working in the UTA rail rights of way, or interfacing with UTA Rail Operations are required to attend Roadway Worker Protection (RWP) safety training. This training covers track access, right of way flagging, and operating procedures. Audits of the contractors are conducted to assure compliance with Federal and State Law, and the UTA requirements.

4.3.2.2 Employee and Contractor Awareness of FRA Requirements

UTA employees and contractors are required to be aware of and comply with specific FRA regulations. Roadway Worker Protection (RWP) (49 CFR 214) is a safety requirement that employees and contractors must follow. Employees and contractors who may foul the tracks or have potential to foul the tracks while performing their work are required to receive specific Roadway Worker Protection training before they perform roadway work. The rail control centers have established a Work Permit which must be completed and submitted for approval prior to working on the tracks. Contractors and employees must receive RWP training and verify competency through testing. Track Access Coordinator reviews and verifies training requirements prior to approving work permits. Safety personnel and Rail Supervisor personnel may remove an employee or contractor from a worksite if he/she demonstrates a lack of knowledge and understanding of applicable RWP rules and procedures.

Contracts require compliance with specific UOSH regulations and employee safety programs as applicable to the work being performed. Safety personnel and rail supervisory personally conduct inspections of contractor worksites to assess contractor employee knowledge of and compliance with regulatory and contract requirements. Deficiencies are brought to the attention of contractor project managers for corrective action.

Specific UTA employees must comply with Hours of Service requirements set forth by the FRA while in the performance of specific job duties. Currently Train Operators, Operations Supervisor/Controllers and Line and Signal Technicians must comply with Hours of Service requirements.

4.3.2.3 Personal Protective Equipment

Appropriate personal protective equipment (PPE) such as safety glasses, safety boots, gloves, face shields and work uniforms, etc. is provided and is required to be used in performing various work by UTA personnel. This equipment is evaluated and approved by the safety department prior to procurement. Employees who are required to wear approved safety work boots use a tool or uniform allowance or may use a UTA P-card to make the purchase. UTA provides personal protective equipment and supervisors approve purchases as needed by the employees.

4.3.2.4 Safety and Industrial Hygiene Studies and Reviews

The safety department is responsible for monitoring facility compliance with applicable UOSH standards (29 CFR 1910, General Industry and 29 CFR 1926 Construction Standards). Safety personnel work with managers and supervisors to develop programs to ensure a safe and healthful work environment. Safety department performs periodic safety audits / inspections of facilities and work equipment. The safety department develops processes for safety procedures such as confined space, blood borne pathogens, hazard communication, respiratory protection, and personal protective equipment.

Industrial hygiene studies are conducted periodically to evaluate the degree of employee exposure to chemical and or physical agents encountered in the work environment. The evaluation results are utilized to determine the necessary corrective action, including implementation of engineering and administrative controls required and the use of PPE. Examples of industrial hygiene testing performed include:

- a. Noise level monitoring
- b. Organic vapors or solvents
- c. Measuring the particulate level of air quality
- d. Concentrations of silica

4.3.2.5 Safety Training Effectiveness and Knowledge of Employees

UTA provides safety training for employees in accordance with UOSH requirements. Employees are tested on their knowledge of the course materials upon completion of the course. Supervisors are required to assess employee knowledge as necessary. Safety department personnel perform observations of employee and supervisor knowledge of

safety regulatory requirements as part of facility and work site inspections and audits and may recommend refresher training as required.

4.3.3 FEDERAL RAILROAD ADMINISTRATION AND TRAX LIGHT RAIL

UTA's light rail service (TRAX) is one of the few transit agencies in America that is also regulated by the FRA, in addition to FTA, and UDOT SSO agencies. Portions of UTA's light railroad tracks share limited freight operations with railroad operators through temporal separation, and as such come under FRA jurisdiction. UTA ensures compliance with FRA regulations, as specified by 49 CFR Parts 213 to 240. UTA has received FRA waivers for a number of the CFR parts, as defined by a number of waiver agreements.

Joint FRA/FTA policy statements explain how these agencies coordinate their safety authority.

UTA rail Safety Administrators work closely with the FRA to ensure compliance, and to develop safety initiatives and programs to satisfy regulatory requirements.

4.3.4 FEDERAL RAILROAD ADMINISTRATION AND FRONTRUNNER COMMUTER RAIL

It is the intent of this Transit Agency Safety Plan to meet all of the applicable FRA requirements for commuter rail (FrontRunner) as well as the Light Rail system. This plan will not identify all of the specific requirements of 49 CFR; however, it will identify the parts that will be regulated by the FRA. Specific standard operating procedures (SOP) will be developed in each of the operating areas of maintenance and operations, with the exception of waivers that have been approved by the FRA for the operation of the Light Rail system. These procedures will identify the inspection, testing, and maintenance of numerous tasks. The following is a list of Code of Federal Railroad Administration Regulations (49 CFR) relating to commuter rail operating equipment on standard gage rail that operates on or is connected to the general railroad system. This list is taken from the Manual for the Development of System Safety Program Plans for Commuter Railroads published May 15, 2006 by APTA.

Part	49 CFR Title	Purpose or Brief Summary of the Standard
213	Track Safety Guidelines	Prescribes minimum safety requirements for railroad track maintenance.
214	Railroad Workplace Safety	Prevent accidents and injury while working on or near the track. Roadway Worker Protection Parts A, B, C, D.
217	Railroad Operating Rules	Rules and practices with respect to the operation of trains and equipment on the general railroad.
218	Railroad Operating Practices	Contains the minimum requirements for operating rules and practices, timetables, and special instructions.
219	Control of Alcohol and Drug Use	Prevent accidents in railroad operations that result from impairment of employees by alcohol or drugs.
40	Transportation Workplace Drug Testing	DOT procedures for drug and alcohol testing in the workplace.
220	Radio Guidelines and Procedures	Minimum requirements governing the use of wireless communication with railroad operations.

221	Rear-End Marking Devices	Minimum requirements governing highly visible marking devices for the trailing end of the rear car for all passenger, commuter, and freight trains.
222	Use of Locomotive Horns at Public Grade Crossings	To provide safety at public highway-rail grade crossings by requiring locomotive horn use at public highway rail-grade.
223	Safety Glazing Standards - Locomotives	Provides minimum standards for glazing materials in order to protect railroad employees and passengers from objects striking windows of locomotive, caboose, and passenger cars.
225	Railroad Accident and incidents Reports, Classifications, and Investigations	Provide FRA accurate information concerning hazards and risks that exist on the nation's railroads.
228	Hours of Service of Railroad Employees	Prescribes reporting and record keeping requirements with respect to the hours of service of certain railroad employees. (See SOP 101.09)
229	Railroad Locomotive Safety Guidelines	This part prescribes minimum federal safety standards for all locomotives except those propelled by steam power.
231	Railroad Safety Appliance Guidelines	Appliances such as hand braking applications, coupling, running boards, ladders, steps, clearances, roof handholds, side handholds, etc.
232	Brake System Safety Standards for Freight and Other Non-Passenger Trains and Equipment; End of Train Devices	Sub-part "E" is for passenger trains; prescribes federal safety standards for freight and other non-passenger train brake systems and equipment. Sub-part "E" of this part prescribes federal safety standards not only for freight and other non-passenger trains, but also for passenger train brake systems.
233	Signal System Reporting Requirements	This part prescribes reporting requirements with respect to methods of train operation, block signal systems, automatic train stop, train control, and cab signal systems, or other similar appliances, methods, and systems.
234	Grade Crossing Signal System Safety	This part imposes minimum maintenance, inspection, and testing standards for highway-rail grade-crossing warning systems. This part also prescribes standards for the reporting of failures of such systems and prescribes minimum actions railroads must take when such warning systems malfunction.
236	Rules the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems,	This part establishes the minimum requirements for rules, standards, and instructions for testing, inspection, and maintenance of train signal devices and appliances.
238	Passenger Equipment Safety Standards	The purpose of this part is to establish minimum safety planning requirements that will lead to the prevention of collisions, derailments, and other occurrences involving railroad passenger equipment that causes injury or death to railroad employees, railroad passengers, or the general public; and occurrences to the extent they cannot be prevented.

239	Passenger Train Emergency Preparedness	Applies to passenger railroads and prescribes minimum federal safety standards for the preparation, adoption, and implementation of emergency preparedness plans by railroads connected with the operation of passenger trains, and requires each affected railroad to instruct its employees on the provisions of its plan.
240	Qualifications and Certification of Locomotive Engineers	Applies to all railroads, and establishes the minimum federal safety standards for training, testing, certification, and monitoring of all locomotive engineers to whom it applies regardless of the fact that a person may have a job classification title other than that of locomotive engineer.

V APPENDICES

Appendix A: INTERNAL REVIEW SCHEDULE (2020-2023)

UTA TRAX Internal Review Schedule SAFETY, 2021 to 2023						As of: 30 November 2020		
#	TASP (SSPP) Internal Review Item/Chapter Departments Audited	Audit Frequency	UDOT Scheduled date	UDOT Notice Y/N	Date Last Completed	UTA Next Audit Date Completed / Due Date		
						2021	2022	2023
1	Policy Statement, and Authority for Transit Agency Safety Plan (TASP) {Rail System Safety}	*Triennial			11/20			2023
2	TASP Goals and Objectives {Rail System Safety}	*Triennial			11/19		2022	
3	Overview of Management Structure {Rail System Safety}	*Triennial			11/20			2023
4	TASP Control and Update Procedure {Rail System Safety}	*Triennial			11/19		2022	
5	TASP Implementation Activities and Responsibilities {Rail System Safety}	*Triennial			11/20			2023
6	Hazard Management Process {Rail System Safety, Capital Development, Rail Safety Comm (RSC), Rail Activation Comm (RAC), Safety & Security Review Comm (SSRC)}	Triennial			11/19		2022	
7	System Modification {Capital Development, RAC, SSRC, Fire Life Safety & Security Committee (FLSSC)}	Triennial			10/18	2021		
8	Safety Certification {Capital Development, RAC, SSRC, FLSSC}	*Triennial			11/19		2022	
9	Safety Data Collection and Analysis {Rail System Safety, Rail Operations, Claims}	Triennial			11/20			2023
10	Accident/Incident Notifications Investigations - also Includes FR and TRAX FRA reporting AirgNet. {Rail System Safety, Rail Opns, MOW, Vehicle Maint}	Annual			11/20	2021	2022	2023
11	Emergency Management Program {Rail System Safety, Public Safety, Rail Operations, Special Projects}	Triennial			11/19		2022	
12	Internal Safety Audits/Reviews {Rail System Safety, Public Safety}	Triennial			11/20			2023
13	Rule Compliance {Rail Operations, MOW, Vehicle Maintenance, Passenger Services Facilities}	*Triennial			11/19		2022	
14	Facilities, and Equipment Inspections {MOW facilities, Passenger Services Facilities, SRC, Vehicle Maintenance}	*Triennial			10/18	2021		
15	Maintenance Audits, and Inspections {Vehicle Maint, Rail Systems, Rail Infrastructure}	Triennial			11/19		2022	
16	Training and Certification Program for Employees and Contractors {Rail Operation Training, Vehicle Maintenance Training, MOW Training}	Triennial			10/18	2021		
17	Configuration Management and Control {Capital Development, RAC, SSRC, FLSSC}	Triennial			10/18	2021		
18	Local, State, and Federal Requirements {Rail operations, MOW, Vehicle Maintenance, Passenger Services Facilities}	Triennial			11/20			2023

19	Hazardous Materials Program {MOW, Vehicle Maintenance, Environment}	Triennial			11/20			2023
20	Drug and Alcohol Program {HR, Rail Operations}	Triennial			10/18	2021		
21	Procurement {Purchasing, Vehicle Maint, MOW, Capital Dev}	Triennial			10/18	2021		
22	System Security {Public Safety}	Triennial			See Security Below			
<i>*was annual</i>								

UTA Internal Review Schedule - SECURITY 2021 to 2023

Item #	System Security Plan (SSP) Internal Review Item	Date/Frequency	UDOT Scheduled date	Notice to UDOT ?	Date Last Completed	UTA Next Audit Date Completed / Due Date	
1	Policy Statements	Triennial				2022	
2	System Description	Triennial				2022	
3	Management of the System Security Program	Triennial				2022	
4	System Security Program Components	Triennial				2022	
5	Threat and Vulnerability Identification, Assessment and Resolution	Triennial			11/20		2023
6	Implementation and Evaluation of the System Security Plan (SSP)	Triennial			11/20		2023
7	Modification of the SSP	Triennial			11/20		2023

UTA External Review Schedule - SAFETY 2015 to 2018

External Reviewing Agency	Date/Frequency	Scheduled date	Notice Given UDOT SSO	Date Last Completed	Expected Schedule Date
FTA	Triennial		NA		
UDOT SSO	Triennial		NA		
Safety Management System (SMS) OSHAS 18001	Recert: Triennial Update: Annual		NA		

UTA External Review Schedule – SECURITY 2015 to 2018

External Reviewing Agency	Date/Frequency	Scheduled date	Notice Given UDOT SSO	Date Last Completed	Date next Scheduled
TSA BASE Audit	Triennial		NA		

Appendix B: SAMPLE DOCUMENTS

Appendix B-1 SAFETY DASHBOARD (SAMPLE)

UTA OHSAS 18001 SMS Certified
Hazard Mitigation - Compliance - Continual Improvement



SAFETY & EMERGENCY MANAGEMENT Dashboard August 2019

Reactive -> Proactive -> Predictive
Find -> Fix -> Follow Up

Leading / Influencing Indicators

Safety Events	Monthly				Total	Monthly		YTD	2018	Pace 2019
	Admin	Bus	TRAX	FR		Goal	%			
Safety Committee Mtgs	1	5	1	1	8	8	100%	61	104	88
Education Outreach	1	2	4	1	8	5	160%	82	599	118
# interviews	23	65	31	12	131	64	205%	1012	1643	1460
# rides / observations	5	59	8	4	76	24	317%	544	685	785
Rules Checks-safety	2	77	566	7	652	na	na	1628	1987	2349
Rules Violations-Safety	-	1	27	2	30	na	na	259	225	374
Avg days on Hazard Log	220	-	565	202	247	180	na	na	na	na
# "High" open hazards	-	-	3	1	4	na	na	na	na	na
Hazards Closed (YTD)	4	-	23	37	64	na	na	64	133	92
Broken Gates	na	na	24	2	26	na	na	201	330	290
Trespassers	na	na	36	16	52	na	na	465	554	671
Emergency Brake	na	na	57	17	74	na	na	593	414	856
Near Miss Reports	na	na	na	2	2	na	na	27	34	39

Emergency Mgmt	Monthly				Total	Yearly Goal	Yearly Pace %	YTD	2018	Pace 2019
	Ext	BU	EOC	ERP						
Emergency Mgmt Trainings	-	1	2	-	3	24	72%	12	NA	17
Facility Emergency Drills	-	-	-	-	0	26	94%	17	32	0
Exercises / Tabletops	-	-	-	-	0	4	36%	1	8	0
EM Log Items Closed	-	-	-	-	0	na	na	6	89	na

Audits Rcmd / Findings	Monthly				
	Rcmd	Findings	Submtl	Closed	% Closed
Triennial 2018	28	14	42	30	71%
UDOT HOS (Aug 2018)	0	3	3	3	100%
SMS- May 18	1	0	1	0	0%
Totals	29	17	46	33	72%

Be Prepared, Not Scared

September 2019

BE ALERT, ACCIDENTS HURT

August 2019

Lagging Indicators (Graphs on second page)

TRAX -	Mo	YTD	Monthly	2018	2019
NTD Major Incidents	1	31	Tr v Ped(1)/Deraill(1)Train v MV(2)/Deraill	40	45
NTD Major Injuries	1	4	Tr v Ped(1)/Tr v MV(1)Tr v Ped(1)	10	6
Summary Injuries	0	3	/Passenger Fall(2)/Ped fall(1)	10	4
Fatalities	1	2	Tr v Tres(1)/Tr v Tres(1)	2	3
S-LINE +	Mo	YTD	Monthly	2018	2019
NTD Major Incidents	0	0		6	-
NTD Major Injuries	0	0		1	-
Summary Injuries	0	0		0	-
Fatalities	0	0		2	-
FrontRunner -	Mo	YTD	Monthly	2018	2019
FRA Major Incidents	0	5		8	7
Injuries	0	1	/Passenger Fall (1)	2	1
Fatalities	1	6	Train v Tres(5)/Train v MV(1)	6	9

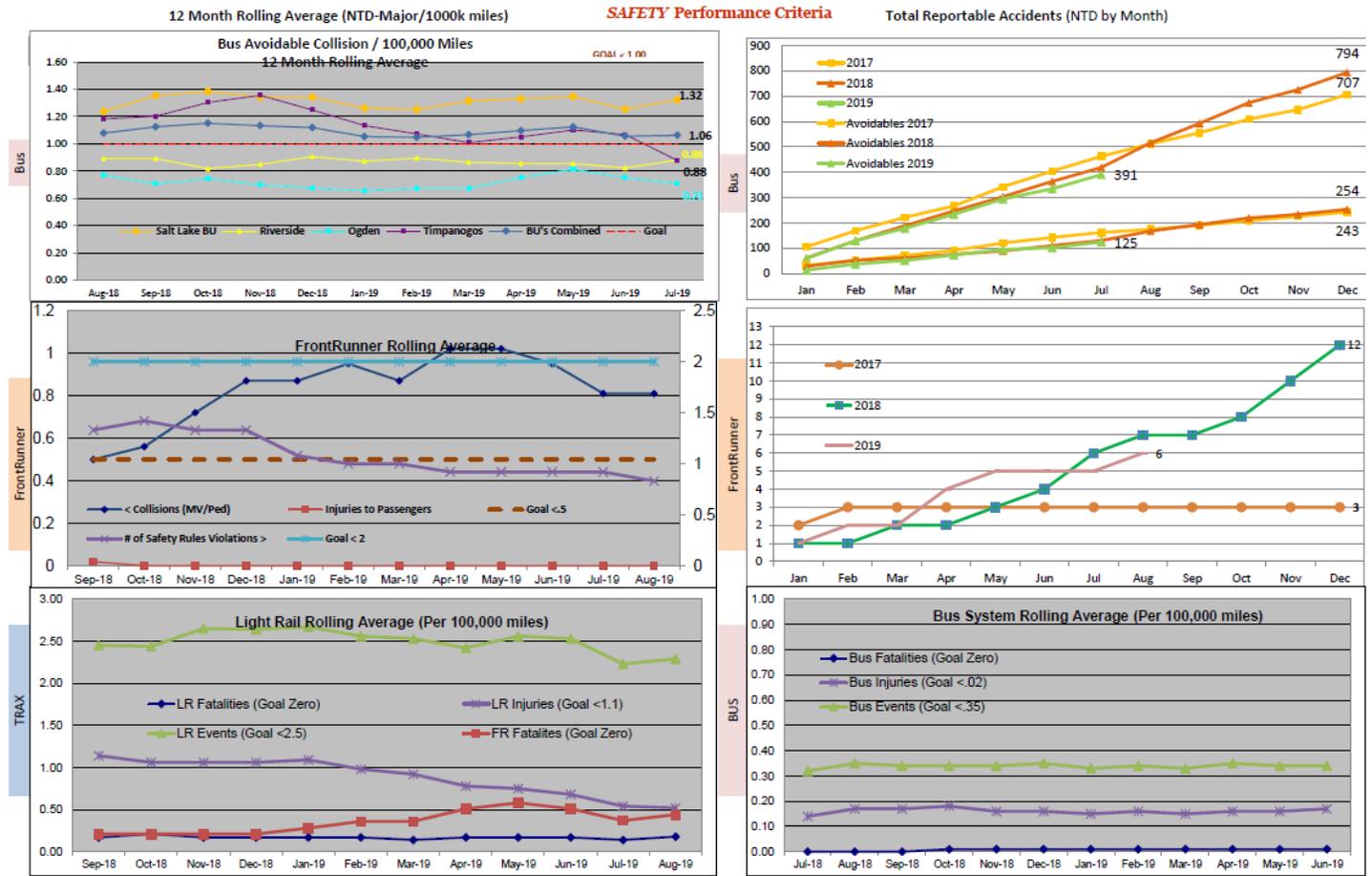
Bus 0	All Accidents			Avoidable Acc.			NTD Major		Pace
	Mo	YTD	%YTD	Mo	YTD	%YTD	Mo	YTD	
Meadowbrook	26	154	8	44	29%	5	14	253	222
Central	12	88	7	29	33%	1	12	104	127
Special Svcs	9	47	3	12	26%	0	4	76	68
Ogden	3	67	1	22	33%	0	8	107	97
Timpanogos	6	35	4	18	51%	2	6	64	50
All Incidents	56	391	23	125	32%	8	44	604	564

NTD Major Incidents	Monthly			2018	2019
	Mo	YTD	%YTD		
NTD Major - Injuries	-	15	/	35	22
Summary Injuries	-	7	/	19	7
Fatalities	-	-	/	1	-

Employee Injuries 0	Mo	YTD	Jul-19	2018	2019
Lost Time Injury	2	20	1-Contusion, 1-Dislocation	30	29
Medical Injury	13	74	2-Strain, 2-Contusion, 1-Slip&Fall, 1-MVA	115	107
WC Report Only	6	71	4-Slip&Fall, 2-MentalStress	50	102

Improving / Good Stable / Acceptable Declining / Poor	+	o	-	Construction			
				% Complete	Lost Time	Recordable	First Aid
Depot District				1%	0	0	0
7200 S. Bridge				103%	0	0	0
S-Line Double Track				97%	0	0	0
PTC				87%	0	0	0
Main St/4th S Interocl				30%	0	0	0

Appendix B-2 COLLISIONS/INJURIES ROLLING AVERAGE INDEX (SAMPLE)



Appendix B-3 INTERNAL AUDIT INSPECTION CHECKLISTS AND SCHEDULE (SAMPLE)

2 | UTA Internal- Goals and Objectives - Audit Procedure

SSPP Element # 2: Goal and Objectives

SSPP Element # 2: Goal and Objectives Table

A clear definition of the goals and objectives for UTAs safety program and stated management responsibilities to ensure that they are achieved.

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
Document Review	<p>Review the TASP to:</p> <ul style="list-style-type: none"> ● Ensure that it clearly defines the goals for UTAs safety program. ● Ensure that it clearly identifies the objectives necessary for achieving the stated goals. ● Ensure that it identifies management responsibilities necessary to achieve all goals and objectives. ● Ensure that it includes a process for determining whether UTA met its safety goals and objectives. 		
Rules Review	<p>UTA goals should be reflected in the rule book. Usually there is a cover page with high level safety goals.</p>		
Records Review	<ul style="list-style-type: none"> ● Review documentation used to measure and track UTAs activity to meet the goals and objectives specified in the TASP : <ul style="list-style-type: none"> ○ For example, if UTA set a goal of reducing grade crossing collisions by 10%, has this been accomplished? Is it tracked and reported on? ● Review documentation used to report to UTAs GM/ED/CEO or other UTA Senior Managers regarding the safety performance of the agency (i.e., monthly or annual safety reports, quarterly viewgraph presentations, etc.). ● Make a determination regarding the adequacy of the safety information provided to UTA's Executive Leadership. <ul style="list-style-type: none"> ○ Is UTAs Executive Leadership receiving sufficient information to ensure that UTA is 		

UTA Safety Revised 4/7/2020

3 | UTA Internal- Goals and Objectives -Audit Procedure

SSPP Element # 2: Goal and Objectives Table

A clear definition of the goals and objectives for UTAs safety program and stated management responsibilities to ensure that they are achieved.

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
Interviews with UTAs Senior Management	Addressed in the meeting conducted for SSPP Element #1.		meeting its safety goals and objectives? <ul style="list-style-type: none"> ○ Are rules violations and other key safety measurements being tracked and reported to UTAs Executive Leadership?
Interviews with UTA Safety Personnel	Meet with UTA Chief of Safety and Safety Department representatives to: <ul style="list-style-type: none"> ● Review the goals and objectives and determine if those goals have been achieved. ● Obtain examples of how goals are evaluated (metrics/measures). ● Determine whether the stated goals and objectives should be revised. ● Determine whether management responsibilities are adequately identified for the goals and objectives. 		
Interviews with Other UTA Personnel	Covered in the interviews conducted for SSPP Element #1.		
Field Observations			
Inspections and Measurements			

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Appendix B-4 FACILITY PM INSPECTION CHECKLIST (SAMPLE)

Meadowbrook						
Unit	Description	ServiceType	Scheduled Date	Inspection Date	Status	WorkOrder
100000	Meadowbrook Facility Yard	MONTHLY	02/01/2012	02/29/2012	On Time	798434
111010	RUPS EMERGENCY GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798489
130007	Parallelogram Platform Hoist	MONTHLY	02/01/2012	02/28/2012	On Time	798507
130310	EMERG.GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798508
130340	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798509
130350	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798510
130360	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798511
130440	SUMP PUMP	MONTHLY	02/01/2012	02/29/2012	On Time	798512
130450	SUMP PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798513
130460	ENGINE COOLANT PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798514
130470	AUTO TRANS FLUID PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798515
130490	DIFF.OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798516
130500	ENGINE OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798517
131970	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798520
132660	Rotary Screw Air Compressor	MONTHLY	02/01/2012	02/28/2012	On Time	798521
132760	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798523
132770	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798524
132780	Bus Hoist (above ground hoist)	MONTHLY	02/01/2012	02/28/2012	On Time	798525
140050	DIESEL PUMP 1A	MONTHLY	02/01/2012	02/14/2012	On Time	798527
140070	DIESEL PUMP 1B	MONTHLY	02/01/2012	02/14/2012	On Time	798529
140090	DIESEL PUMP 1C	MONTHLY	02/01/2012	02/14/2012	On Time	798531
140120	Diesel Dispenser	MONTHLY	02/01/2012	02/28/2012	On Time	798533
140140	UNLEADED PUMP2B	MONTHLY	02/01/2012	02/28/2012	On Time	798535
140810	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798541
140820	Soap Pump and Mixer	MONTHLY	02/01/2012	02/28/2012	On Time	798542
150001	Platform Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798544
150130	SUMP PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798545
150190	BRUSH ARM ASSEM	MONTHLY	02/01/2012	02/28/2012	On Time	798546
150200	MOP GEAR MOTOR	MONTHLY	02/01/2012	02/28/2012	On Time	798547
150210	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798548
150220	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798549
150300	WATER RECLAIM PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798551
150400	PARALLELOGRAM LIFT	MONTHLY	02/01/2012	02/29/2012	On Time	798552
150630	Hot Water Pressure Washer	MONTHLY	02/01/2012	02/28/2012	On Time	798553
150850	Parallel Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798554
160120	Canopy A Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798556
160130	Canopy A South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798557
160140	Canopy B Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798558
160150	Canopy B South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798559
160160	Canopy C Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798560
160170	Canopy C South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798561
160180	Canopy D-Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798562
160190	Canopy D South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798563
160200	Canopy E Nrth-Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798564
160210	Canopy E South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798565
170001	Emergency Generator	MONTHLY	02/01/2012	02/07/2012	On Time	798567
180730	AMER. CLEANER STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798582
180740	L & A STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798583
180870	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798585
180880	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798586
182250	AIR DRYER	MONTHLY	02/01/2012	02/14/2012	On Time	798600
183250	Oil Water Separator	MONTHLY	02/01/2012	02/28/2012	On Time	798604
183280	Hunter Scissor Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798605
183970	Parts Washer	MONTHLY	02/01/2012	02/10/2012	On Time	798609

Inspection Summary:		
Total Inspections:	54	
Total Overdue Inspections:	0	0.00%
Total Inspections Completed Late:	0	0.00%
Total Inspections Completed Early:	0	0.00%
Total Inspections Completed on Time:	54	100.00%
Total Inspections Due this Current Month that have not been Completed Yet:	0	0.00%

Early: Any inspections done in the months previous to when they were scheduled to be done.
Late: Any inspections done in the months after they were scheduled to be done.
On time: Any Inspections done within the same month they were scheduled.

Appendix C: BLANK FORMS

Appendix C-1 NON-CONFORMANCE CORRECTIVE ACTION PLAN (NCAP) FORM

Accountable Manager/Owner: <i>Click here to enter text.</i>		Corrective Action Plan #: <i>Click here to enter text.</i>	
Category: <i>Choose an item.</i>		Issue Identified by: <i>Choose an item.</i>	IHR: <i>Enter Initial Hazard Rating.</i>
Location: <i>Click here to enter text.</i>	Department: <i>Enter responsible Dep.</i>		FHR: <i>Enter Final Hazard Rating.</i>
Assigned to: <i>Click here to enter text.</i>		Date Assigned: <i>Click here to enter a date.</i>	

Description of Non-Conformance/Safety Hazard: <i>Click here to enter text. Provide a detailed description of the Non-Conformity or safety hazard.</i>

Root Cause Analysis: <i>Click here to enter text. Provide information regarding cause or contributing factors (If applicable).</i>
--

Corrective Action Plan: <i>Click here to enter text. Provide a detailed plan and/ or list of corrective actions.</i>
Proposed Implementation Date: <i>Click here to enter a date.</i>
Corrective Action Plan Initial Approval by UDOT SSO: <i>Click here to enter a date.</i>

Resolution Of Corrective Action Plan: <i>Click here to enter text. Provide a detailed description of actions implemented.</i>

Accountable Manager/Owner:	Sign and date below when CAP been completed and documented.	
Name: <i>Click here to enter text.</i>	Date: <i>Click here to enter a date.</i>	Signature:

SSO Manager: (If Applicable)	CAP Verification and Final Approval (Actual Implementation Date)	
Name: James W. Golden	Date:	Signature:

Appendix C-2 SAFETY SUGGESTION/HAZARD REPORT FORM

Use this form for safety questions, suggestions and reporting hazards. Your Supervisor will respond to your suggestions or forward it to your UTA Safety Committee. The Safety Committee will meet monthly to address these issues and provide feedback as soon as possible. Please be as specific as possible when describing the safety concern and making recommendations

Name: _____ Date: _____
(Not required unless you want feedback)

Bus/Rail route or Facility: _____ Direction: _____ Time: _____

Safety Question, Suggestion, or Hazard: *(Be as specific as possible)*

Proposed Solution: *(Be as specific as possible)*

Response:

Would you like a response? Yes: [] No: []

Supervisors Initials: _____ Date Received: _____ Response Date: _____

Suggestion forwarded to: _____ Forward Date: _____

Person or Committee responding: _____ Response Date: _____

Reviewed by RGM: _____ Date Reviewed: _____

Date Closed: _____

Appendix C-3 SAFETY AND SECURITY CERTIFIABLE ITEMS CHECKLIST

 UTA Certificate Element: Revenue Readiness Sub-element: Fire, Safety and Security Documents and Training	Safety and Security Certification Certifiable Items Checklist	Verification: _____ Date: _____
--	--	------------------------------------

Location	Means of Verification	Status
Discipline: Revenue Readiness Contract No: Site/Area: Sugar House Street Car	Construction CM= Measurement CT= Test CV= Visual Inspection Design PS= Plans and Specifications S= Submittal CN/CO= Change Notice/Order Commissioning T= Test V= Visual Inspection R= Review	C= Closed O= Open O/W= Open with identified workaroud

Item No.	Certifiable Item Description	Certifiable Item Verification				Certifiable Item Status	
		Reference Documentation (As applicable)	Verified By	Date	Means of Verification	Status	Description of Workaround
1	Fire protection & Alarm systems, (Facilities)	Local FD jurisdiction site review			T, V, R		
2	UTA Emergency Notification & Regulator Notification	SSPP section 10, UTA SOP 4.2.23			V, R		
3	Functional Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
4	Table Top Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
5	Emergency Preparedness Plan (EPP) Review	EPP, 49 CFR 659					
6	System Safety Program Plan (SSPP) Review	49 CFR 659, SSO Procedures/Std.			R		
7	System Security Plan (SSP) Review	SSP, 49 CFR 659 Security Haz Log			R		
8	Vehicle familiarization orientation (FD, PD, SWAT)	Familiarization Training			V, R		
9	Emergency Response Evacuation (Facilities)	EPP, 49 CFR 659,			R		
10	Threat and Vulnerability Analysis (TVA)	SSP, 49 CFR 659					
11	Preliminary Hazard Analysis (PHA)	SSPP section 6, 8, SSCP, RAP			R		
12	Operations Hazard Analysis (OHA)	SSPP section 6, 8, SSCP, RAP			R		
13	Hold Points 1.2 .3 process review and verification	SSPP Section 8, RAP, SSCP			R		
14							

Safety and Security Certification
 Certifiable Items List
 RAC Approved 3/29/2013 Rev. 2.0

Note: Only list items which are safety and/or security critical

Appendix C-4 UTA SAFETY CERTIFICATION HOLD POINT APPROVAL FORMS

See following pages for hold point forms 1, 2, and 3.

System Integration Readiness Review Report

Hold Point #1

Project: _____

This Hold Point Review is established to verify readiness to enter the System Integration Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- 1. Appropriate Civil, GC, Systems CILs complete (see items identified on attached index).
- 2. Appropriate Contractor Stand Alone Testing complete (see items identified on attached index).
- 3. UDOT Surveillance Reports completed and deficiencies corrected.
- 4. Public Awareness Safety Outreach Plan measures started and ongoing.
- 5. Preliminary Hazard Analysis completed/ Hazards mitigated.
- 6. TVA completed.
- 7. Rail Corridor ready for System Integration.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved workaround:

(Describe below, include responsible party).

1. _____
2. _____
3. _____
4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/ Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Manager *Date*
Jeff Lamora

Systems Discipline Manager *Date*
Travis Baxter

Safety Director *Date*
Sheldon Shaw

Civil Discipline Manager *Date*
Paul Edwards

Light Rail Services SGM *Date*
Todd Provost

System Integration Readiness Review Report

Hold Point #2

Project: _____

This Hold Point Review is established to verify readiness to enter the Pre-Revenue Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- 1. Grade Crossing CILs Complete.
- 2. Systems CILs Complete.
- 3. System Integration Testing and Documentation Complete.
- 4. Operational Hazard Analysis Complete.
- 5. Transfer of permitting process (Track Access) from Contractor to UTA Operations Complete.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved workaround:

(Describe below, include responsible party).

- 5. _____
- 6. _____
- 7. _____
- 8. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/ Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Manager *Date*
Jeff Lamora

Systems Discipline Manager *Date*
Travis Baxter

Safety Director *Date*
Sheldon Shaw

Civil Discipline Manager *Date*
Paul Edwards

Light Rail Services SGM *Date*
Todd Provost

System Integration Readiness Review Report

Hold Point #3

Project: _____

This Hold Point Review is established to verify readiness to enter the Revenue Operations Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- 1. Previous Hold Point Review Documents are signed and complete.
- 2. CILs are complete, with any workarounds noted, approved, and implemented.
- 3. Pre-Revenue operator training/ testing/drills, Pre-Revenue Operations are complete.
- 4. Grand Opening Plan and Public Outreach Plan developed.
- 5. Agency Reviews completed and notifications given.
- 6. Safety & Security Certification Verification Report (SSCVR) is finished and ready to submit.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved workaround:

(Describe below, include responsible party).

- 9. _____
- 10. _____
- 11. _____
- 12. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/ Areas listed above, and recommend that these areas are ready for System Integration testing.

<i>Operations Discipline Manager</i> <i>Jeff Lamora</i>	<i>Date</i>	<i>Systems Discipline Manager</i> <i>Travis Baxter</i>	<i>Date</i>
<i>Safety Director</i> <i>Sheldon Shaw</i>	<i>Date</i>	<i>Civil Discipline Manager</i> <i>Paul Edwards</i>	<i>Date</i>
<i>Light Rail Services SGM</i> <i>Todd Provost</i>	<i>Date</i>	<i>UTA Executive Director</i> <i>Carolyn Gonot</i>	<i>Date</i>

Appendix C-5 MANAGEMENT OF CHANGE (MOC) APPROVAL AND VERIFICATION DOCUMENT

Title:	MOC #:	Date Initiated:
Team Lead/Members:		
Description:		
Evaluation/Solutions:		
Recommendation:		
Cost/Funding Source/Schedule/POC :		
Proposed changes to existing Design Criteria/Specs/Procedures:		
Enclosures/Drawings/Photos/Attachments:		

CONCURRENCE

The following UTA staff have reviewed the evaluation and concur with the recommended modifications.

Name	Position	Signature	Date
Comments / Provisions:			

APPROVAL

Indicates approval "to go do". Requires signatures from any two SSRC members.

Name	Position	Signature	Date
SSRC Date:			
Comments / Provisions:			

COMPLETION VERIFICATION

Enclosures:	<input type="checkbox"/> Photos	<input type="checkbox"/> Drawings	<input type="checkbox"/> Specifications	<input type="checkbox"/> Other:
As Built Plans	Dated:	Copy to:	Name:	Signature:

Design Criteria updated?*	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Date:
----------------------------------	--	---------------

*If yes, copy must be provided.

ACCEPTANCE

Work is completed and accepted. Requires signatures from any two SSRC members.

Name	Position	Signature	Date
SSRC Date:			

Appendix C-6 SAFETY DEPARTMENT INVESTIGATION FORM

 SAFETY INVESTIGATION FORM		Report #: Enter # here.		
		NTD Reportable: Yes/No/NA		
BASIC INFORMATION				
Date of Incident: Click here to enter a date.	Time: Click here to enter time. Select AM or PM	Location: Click here to enter text.		
Report type: Choose an item.	Type of Investigation: Choose an item.	GPS Coordinates:		
Mode: Choose an item.	Train/Bus #:	DOT Crossing #: Click here to enter text.		
Op./Emp. #:	Vehicle ID's:	# of Cars in Consist:		
Weather Conditions: Clear/Cloudy, (Rain/Snow), (Wind), (Enter Temperature)				
NOTIFICATIONS				
UDOT SSO Notified:	OSHA Notified: Yes/No/NA	FRA Territory: Yes/No/NA		
National Response Center (NTSB/FRA Notified): Yes/No/NA		Case #: Enter NRC Case # here.		
Transportation Operations Center (FTA Notified): Yes/No/NA; Choose an item.				
EVENT SUMMARY				
Description of Event: Provide a detailed description of the incident, including a clear sequence of events.				
INVESTIGATION				
# of Fatalities:	# of Serious Injuries:	# of Other Injuries:	# Pass on Transit:	# Pass in POV:
Were vehicles towed from the scene due to disabling damages: Yes/No/NA				
Damages to POV Veh (\$): Click here to enter text.		Damages to Transit Veh (\$): Click here to enter text.		Total Damages (\$): Click here to enter text.
Accident Evaluation Group Held? Yes/No/NA		AEG Members: Click here to enter text.		
Give a brief review of outcomes resulting from AEG: Enter text here.				
Corrective Action Plan: Enter the Corrective Action Plan (CAP) number.				
FACTORS				
1. Communication:		7. Ped Treatments:		13. Weather Conditions:
2. Crossing Operation:		8. Rules/Policies:		14. Work Environment:
3. Drug/Alcohol Use:		9. Sight Lines:		15. Distracted Behavior:
4. Fatigue Management:		10. Train Functionality:		16. Failure to Yield:
5. Lighting:		11. Vehicle Speeds:		17. Medical Condition:
6. Location History:		12. Warning Signage:		18. Other:
Give brief explanation of any contributing factors: Enter text here.				
DOCUMENTATION				
UTA Police Report:		Radio Recordings:		Vehicle Recorder Download:
External Police Report:		Video Recordings:		Grade Crossing Download:
Medical Examiners report:		Scene Photos:		Damage Estimates:
Employee Green Sheet:		Controller Log:		Maintenance Records:
Supervisors Report:		Drug/Alcohol Testing:		Operator Certification:
Witness Statements:		Bulletins/Orders:		HOS of Service:
Measurements:		Employee History:		Employee Injury Report:
Documentation Notes or Explanations: Enter text here.				

Appendix C-7 TRAX SUPERVISOR'S ACCIDENT/INCIDENT REPORT FORM

Supervisor's Accident/Incident Report Form			
Date of Accident:	Time:	Photos?:	Damage Estimate:
Supervisor name:		Asst. Supervisor name:	
Location of Accident:			City:
DOT Crossing #:			
UTA Information			
Operators Name:		Employee #:	SS#: SSN on File
Operators Supervisor:		Department:	
Vehicle ID's:		Train #:	Block #

Police Investigation -		
Police Department:		Officer name:
Case #:	Citation issued:	If yes, to whom:
What was citation for?		

Number of Other Vehicles Involved:			
Vehicle #2			
Driver Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
DL:	DL State:	Sex:	Date of Birth:
Year:	Make:	Model:	Color: Plate#: State:
Owner Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
Insurance Co.:		Policy #:	
Agent:		Phone:	
Vehicle #3			
Driver Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
DL:	DL State:	Sex:	Date of Birth:
Year:	Make:	Model:	Color: Plate#: State:
Owner Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
Insurance Co.:		Policy #:	
Agent:		Phone:	
Vehicle #4			
Driver Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
DL:	DL State:	Sex:	Date of Birth:
Year:	Make:	Model:	Color: Plate#: State:
Owner Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
Insurance Co.:		Policy #:	
Agent:		Phone:	

Damaged Property Reports:			
Property #1			
Owner Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			
Property #2			
Owner Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Property #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Number of Injured Parties:			
Injured #1			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #2			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #3			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			

Number of Witnesses:			
Witness #1			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #2			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			

First Report of Injury-			
Supervisor:	Date:	Time:	
Drug Testing -			
Supervisor:			
Drug test ordered:	Type of test:	Date ordered:	Time ordered
Alcohol test done within 2 hours after accident?		If no, why not:	

Description of Accident/Incident (all items must be completed)			
Estimated Train speed:	Posted Speed:	Timetable Direction:	
Weather Conditions:	Road Surface Conditions:	Track Conditions:	
Light Conditions:	Vehicle #2 was:		Vehicle #3 was:
Train was:	Last RailService signal :- if stop indication, was bypass authorized:		:

Narratives	
Supervisors' Findings:	
Probable Cause:	

Accident/Incident Report Form (Complete ALL fields)											
Claim #: _____					OFFICE USE ONLY			IF AL		LIAB PP	SUBRO CL
Cause Code: _____											
TRANSIT VEHICLE INFORMATION (Vehicle #1)											
Camera Activation: Did you manually activate the security camera? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A explain: _____											
Employee name: _____					Cell #: _____			Badge #: _____			
Employee's Supervisor: _____				Scene Supervisor: _____			Division: _____				
Accident Date: _____		Time: _____		TCC Notified: <input type="checkbox"/> YES <input type="checkbox"/> NO		Location: _____			City: _____		
UTA Vehicle/Train #: _____			Block #: _____		Route/Run #: _____		# of Passengers: _____		# of Courtesy Cards: _____		
Describe Damage to UTA Property: _____											
POLICE INVESTIGATION											
Police Investigation: Yes No			If no police investigation please explain why: _____								
Police Department: _____					Case #: _____			Citation: Yes No			
Officer's name: _____					To whom was citation issued: _____						
OTHER VEHICLE INFORMATION											
Vehicle #2					Vehicle #3						
Driver Information Name: _____ Phone: _____					Driver Information Name: _____ Phone: _____						
Address: _____					Address: _____						
City: _____		State: _____		Zip: _____		City: _____		State: _____		Zip: _____	
DL #: _____		State: _____		DL #: _____		State: _____		State: _____			
Insurer: _____			Policy #: _____		Insurer: _____			Policy #: _____			
Vehicle Information		Plate #: _____		State: _____		Vehicle Information		Plate #: _____		State: _____	
Year: _____	Make: _____	Model: _____	Color: _____	Year: _____	Make: _____	Model: _____	Color: _____				
Owner Information Name: _____ Phone: _____					Owner Information Name: _____ Phone: _____						
Address: _____					Address: _____						
City: _____		State: _____		Zip: _____		City: _____		State: _____		Zip: _____	
Describe Damage: _____					Describe Damage: _____						
INJURY INFORMATION											
Injured #1					Injured #2						
Name: _____			Phone: _____		Name: _____			Phone: _____			
Address: _____					Address: _____						
City: _____		State: _____		Zip: _____		City: _____		State: _____		Zip: _____	
CHECK ONE (indicate vehicle #)					CHECK ONE (indicate vehicle #)						
<input type="checkbox"/> Driver (Veh #)		<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian		<input type="checkbox"/> Driver (Veh #)		<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian	
Describe injury: _____					Describe injury: _____						
Transported by ambulance: Yes No			Where: _____		Transported by ambulance: Yes No			Where: _____			
If a UTA passenger he/she was:					If a UTA passenger he/she was:						
<input type="checkbox"/> Boarding		<input type="checkbox"/> Alighting		<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting		<input type="checkbox"/> Boarding		<input type="checkbox"/> Alighting	
<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting		<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting					
PROPERTY DAMAGE INFORMATION - (other than vehicles)											
Owner's Name: _____					Describe the property and damage: _____						
Address: _____											
City: _____		State: _____		Zip: _____							

Recommendations: _____

Describe UTA Vehicle Damage:

Accident Classifications - Check if applicable

If damage does not meet one of the criteria below – describe here:

Property Damage

Enter the vehicle number in each applicable zone of damage using the zone key for the type of vehicle.

Passenger Vehicle										Sport Utility Vehicle										Pickup Truck							
1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8
Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood	Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood	Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Bedside, Wheel, Front Panel	Bumper, Tail lights, Rear panel	Inner Bed	Roof, Rear glass, Back panel	Hood, Cowl
15	6	11	11	12	13	15	6	8	3	20	5	14	14	16	6	10	8	2	5	19	9	20	12	11	8	12	9

Personal Injury

Put in the number of persons injured under each classification

	Other Vehicle Passenger/Driver	UTA Passenger	Pedestrian
Class A: Bruising, Abrasions, Minor to Moderate Bleeding, Sprains and Strains:			
Class B: Unconsciousness, Fractures, Severe Bleeding:			
Class C: Death, Paralysis, Dismemberment:			
Totals:			

Accident Diagram

Appendix C-8 BUS SUPERVISORS ACCIDENT/INCIDENT REPORT FORM

Accident/Incident Report Form (Complete ALL fields)															
Claim #: _____					OFFICE USE ONLY			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">IF</td> <td style="width: 33%;">LAB</td> <td style="width: 33%;">SUBRO</td> </tr> <tr> <td>AL</td> <td>FP</td> <td>GL</td> </tr> </table>		IF	LAB	SUBRO	AL	FP	GL
IF	LAB	SUBRO													
AL	FP	GL													
Cause Code: _____															
TRANSIT VEHICLE INFORMATION (Vehicle #1)															
Operator name: _____						Badge #: _____									
Supervisor: _____					Scene Supervisor: _____										
Accident Date: _____		<small>Mileage Time of accident</small>		Location: _____			City: _____								
		<small>Mileage Time reported</small>													
UTA Vehicle #: _____		Block #: _____		Route #: _____		# of Passengers: _____		# of Courtesy Cards: _____							
Check Division	Operations	<input type="checkbox"/> 21 MBK	<input type="checkbox"/> 22 TIMP	<input type="checkbox"/> 23 MT OGD	<input type="checkbox"/> 24 CNTL	<input type="checkbox"/> 29 RVRS	<input type="checkbox"/> TRAX	<input type="checkbox"/> OTHER							
	Maintenance	<input type="checkbox"/> 31 MBK	<input type="checkbox"/> 32 TIMP	<input type="checkbox"/> 33 MT OGD	<input type="checkbox"/> 34 CNTL	<input type="checkbox"/> 39 RVRS	<input type="checkbox"/> TRAX								
Describe Damage to UTA Property: _____															
POLICE INVESTIGATION															
Police Investigation: Yes No		Police Department: _____			Case #: _____		Citation: Yes No								
Officer's name: _____				To whom was citation issued: _____											
OTHER VEHICLE INFORMATION															
Vehicle #2					Vehicle #3										
Driver Information					Driver Information										
Name: _____		Phone: _____			Name: _____		Phone: _____								
Address: _____					Address: _____										
City: _____		State: _____	Zip: _____		City: _____		State: _____	Zip: _____							
DL #: _____		State: _____	DL #: _____		State: _____	DL #: _____		State: _____	State: _____						
Insurer: _____			Policy #: _____		Insurer: _____			Policy #: _____							
Vehicle Information		Plate #: _____	State: _____		Vehicle Information		Plate #: _____	State: _____							
Year: _____	Make: _____	Model: _____	Color: _____		Year: _____	Make: _____	Model: _____	Color: _____							
Owner Information					Owner Information										
Name: _____		Phone: _____			Name: _____		Phone: _____								
Address: _____					Address: _____										
City: _____		State: _____	Zip: _____		City: _____		State: _____	Zip: _____							
Describe Damage: _____					Describe Damage: _____										
INJURY INFORMATION															
Injured #1					Injured #2										
Name: _____		Phone: _____			Name: _____		Phone: _____								
Address: _____					Address: _____										
City: _____		State: _____	Zip: _____		City: _____		State: _____	Zip: _____							
<small>CHECK ONE (indicate vehicle #)</small>					<small>CHECK ONE (indicate vehicle #)</small>										
<input type="checkbox"/> Driver (Veh #)		<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian	<input type="checkbox"/> Driver (Veh #)		<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian						
Describe injury: _____					Describe injury: _____										
Transported by ambulance: Yes No		Where: _____			Transported by ambulance: Yes No		Where: _____								
If a UTA passenger he/she was:					If a UTA passenger he/she was:										
<input type="checkbox"/> Boarding		<input type="checkbox"/> Alighting	<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting	<input type="checkbox"/> Boarding		<input type="checkbox"/> Alighting	<input type="checkbox"/> Standing		<input type="checkbox"/> Sitting				
If a UTA passenger was he/she carrying anything: Yes No					If a UTA passenger was he/she carrying anything: Yes No										
If yes, what? _____					If yes, what? _____										
PROPERTY DAMAGE INFORMATION - (other than vehicles)															
Owner's Name: _____		Phone: _____			Describe the property and damage: _____										
Address: _____															
City: _____		State: _____	Zip: _____												

Appendix C-9 EMPLOYEE ACCIDENT /INCIDENT REPORT FORM PAGE

UTA - EMPLOYEE'S FIRST REPORT OF INJURY

THIS REPORT MUST BE FILLED OUT COMPLETELY AND SIGNED BY THE INJURED EMPLOYEE IMMEDIATELY AFTER AN INJURY. FAILURE TO PROPERLY COMPLETE THIS FORM MAY RESULT IN DENIAL OF BENEFITS. SUPERVISOR TO IMMEDIATELY GIVE THIS FORM TO THE WORKERS COMPENSATION ADMINISTRATOR, TRICIA MCDONALD, IN THE OFFICE OF GENERAL COUNSEL, CLAIMS UNIT AT MEADOWBROOK, BLDG #1.

I. EMPLOYEE INFORMATION			
Name _____		Date of Birth _____	
Home Address _____			
(number/street)		(city)	(zip code)
Hm phone # _____	Cell # _____	Social Security # _____	Badge ID # _____
Job Title _____	Average # of Hours worked per week _____	Hourly Wage \$ _____	
Division/Department _____		Direct Supervisor _____	
II. DEPENDENT INFORMATION			
Name(s) and birth date(s) of spouse and dependents under age 18:			
NAME	RELATIONSHIP	BIRTH DATE	
III. ACCIDENT INFORMATION			
Date of Accident: _____	Hour of Day _____	Time Reported _____	Hour shift began _____
Did you leave work due to accident? _____ If so, give date _____			
Have you returned to work? _____ If so, give date _____			
Give exact location of accident _____			Bus # _____
Describe accident in detail (how did it happen?) _____			
How could this accident have been prevented? _____			
IV. INJURY INFORMATION			
Describe your injury in detail: _____			
Have or will you seek medical care for this injury? _____ Physician or Hospital: _____			
Medical treatment received: _____			
Next scheduled appointment: _____			

COMPLETE OTHER SIDE →

V. PREVIOUS MEDICAL TREATMENT (providing incomplete information may constitute fraud)

Have you injured or had pain/symptoms in this area before? Yes _____ No _____

If yes, please explain: _____

Please list all medical practitioners or facilities previously involved with treatment of this area. _____

VI. EMPLOYEE SIGNATURE

WORKERS'S COMPENSATION INFORMATION

- "Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."
- The first three days of lost time for an on-the-job injury are not compensated unless you are off duty more than two weeks. You may use accrued sick leave or vacation time for those first three days.
- If your doctor releases you to modified or light duty, and modified or light duty is available, acceptance is mandatory. Failure to accept light duty will result in loss of compensation benefits.
- It is your responsibility to contact your supervisor and dispatch regularly to let them know of your work status.
- It is your responsibility to make sure your time is properly coded for worker's compensation time, vacations, and holidays. Contact your supervisor at least weekly.

I have read and understand the above information. The information I have provided on this form is true and accurate.

Employee signature: _____ Date: _____

VII. SUPERVISOR'S VERIFICATION

I have reviewed this report. I will complete a supervisor's report and submit it to the Office of General Counsel, Claims Unit immediately.

Signature of supervisor verifying the report: _____ Date: _____

QUESTIONS OR CONCERNS ABOUT THIS REPORT SHOULD BE DIRECTED TO TRICIA MCDONALD ext. 2311 OR 287-4534.

Appendix C-10 RAIL SERVICE CENTER SAFETY CHECKLISTS/AUDIT FORMS

Forms on the following two pages.



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Vehicle Number	
Work Order Number	

Inspection Date	
Mileage	

WARNING: TO PREVENT SERIOUS INJURY, ALL PERSONNEL DIRECTLY OR INDIRECTLY INVOLVED WITH THE INSPECTION, MAINTENANCE, REPAIR, AND OPERATION OF THESE VEHICLES MUST FOLLOW THE FOLLOWING PRECAUTIONS:

1. Observe all Utah Transit Authority safety rules and regulations.
2. The vehicle must be located in the assigned maintenance area or authorized track.
3. Ensure that the wheels are chocked when working on the brake system.
4. The vehicle must be keyed down, pantograph down and auxiliary off when working on roof or under the vehicle.
5. The catenary power must be removed and low voltage isolated. The stinger and shop track disconnect switch must be locked and red tag when working on roof and when handling equipment electrical connections or when checking electrical continuity.
6. Ensure that the area is well ventilated when working with materials that produce dangerous fumes and wear protective gear when handling materials that are injurious to the skin or eyes.
7. To protect against flying debris, wear protective gear when cleaning using compressed air.
8. When handling heavy components, it is your responsibility to select a lifting apparatus of adequate type and capacity for the weight and size involved.
9. When fasteners removed from car equipment are not satisfactory for re-use, care must be taken to select replacements that match the originals.
10. Follow all WARNINGS, CAUTIONS and NOTES found throughout S70 RUNNING MAINTENANCE MANUAL.

SPECIAL INSTRUCTIONS:

1. Fill in Badge #, Name, Signature, Initial and Date in BLACK or BLUE ink in the space provided below.
2. Fill in initials in BLACK or BLUE ink besides EACH inspection task you completed.
3. Make comments in the space provided at the end of the inspection. Identify the comment to the specific inspection line number.
4. Findings requiring a repair must be reported immediately to the supervisor.
5. Report material shortages to the supervisor.
6. Report damaged or missing tools.
7. Clean up your work area.

Badge #	Inspector's Name	Signature	Initial	Date

Line	Inspection	A-End	B-End
1.	Check the Headlights and the Railroad Light for proper operation/condition.	_____	_____
2.	Check the Marker Lights and the Brake\ Tail Turn Lights for proper operation and condition.	_____	_____
3.	Check the Vehicle Fault Light (White), the Brakes Status Light (Red), and the Door Status Light (Yellow) for proper operation and condition.	_____	_____
4.	Verify proper operation of the HVAC System.	_____	_____
5.	Verify illumination and proper operation of all Destination signs and Train Number signs.	_____	_____
6.	Verify the Cab Light for proper operation.	_____	_____
7.	Check the Radio for proper operation.	_____	_____
8.	Verify the presence of the Fire Extinguisher.	_____	_____
9.	Check P.A. System, Passenger Intercom System and Automated Message System for proper operation.	_____	_____
10.	Check the VOD Display Function.	_____	_____
11.	Check the camera display for proper operation.	_____	_____
12.	Check if Bypass seals are installed and intact.	_____	_____
13.	Perform a Console Lamp Test.	_____	_____



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Line	Inspection	A-End	B-End
14.	Verify proper operation of all Cab Pushbuttons and Foot pedals (Including Horn & Gong).	_____	_____
15.	Check the Sanding system for proper operation.	_____	_____
16.	Verify the operation of the Track Brakes.	_____	_____
17.	Verify proper operation and quality of the Windshield Wipers and Washer.	_____	_____
18.	Fill washer reservoir and inspect washer tubing for damage or loose connection to nozzle.	_____	_____
19.	Verify proper operation and illumination of all Doors, Door Pushbuttons, Warning Lights & Buzzer.	_____	_____
20.	Verify all Interior and Exterior Consoles and Panels are secure.	_____	_____
21.	Check the Hand Rails and Stanchions for damage or loose fit.	_____	_____
22.	Check the Passenger Seats and Cushions for missing hardware and cuts or tears. Replace the cushions if necessary.	_____	_____
23.	Check the level of sand in Sand boxes.	_____	_____
24.	Check the Passenger Windows for damages and graffiti.	_____	_____
25.	Check the Passenger Lights for normal operation.	_____	_____
26.	Inspect Coupler's Mechanical and Electrical Head for damage.	_____	_____
27.	Visually Inspect the Wheel-sets for completeness or damage.	_____	_____

 A-truck C-truck B-truck

Vehicle Finding Log:

Item #	Finding	Logged By:		Status (Work Order Number)
		Badge	Initial	

This certifies that light rail vehicle # _____ was inspected and found to present no potential safety hazards. No items requiring repairs for safe operation exist except as noted. Findings found are described in the Vehicle Finding Log.

Supervisor's Signature: _____

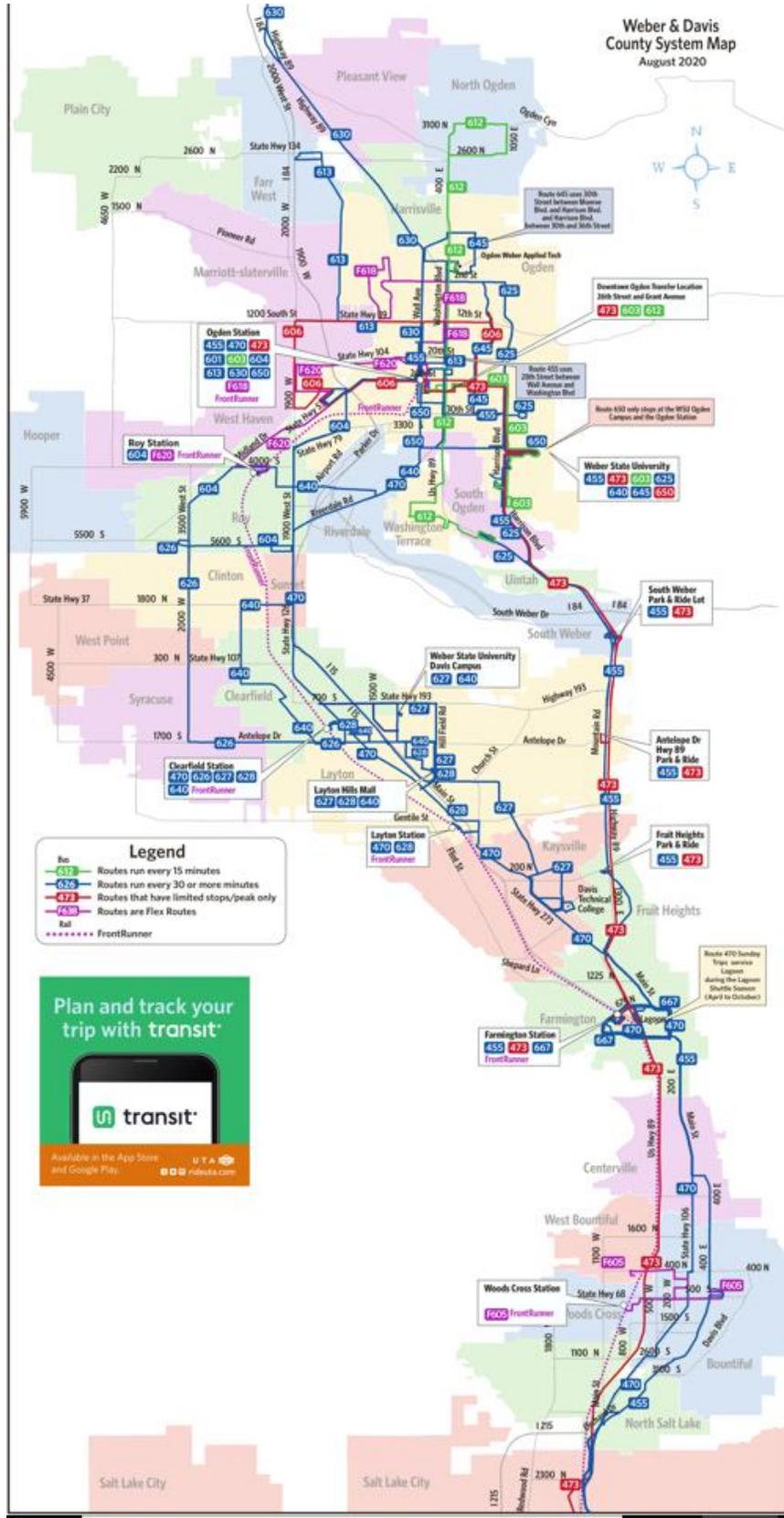
Date: _____

Supervisors' Name: _____

Badge #: _____

Appendix D: SYSTEM MAPS

Appendix D-3 WEBER, NORTH DAVIS AND BOX ELDER COUNTY SYSTEM MAP



Appendix D-4 RAIL (TRAX AND FRONT RUNNER) AND UVX MAP





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kimberly S. Ulibarri, Chief People Officer
PRESENTER(S): Kimberly S. Ulibarri, Chief People Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	R2020-12-10 Resolution Adopting the Third Amendment to the Utah Transit Authority Retirement Plan and Trust Agreement
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-12-10 adopting the Third Amendment to the UTA Retirement Plan and Trust Agreement
BACKGROUND:	The UTA Retirement Plan Document has been amended on two previous occasions. At times, these amendments are necessary to ensure plan compliance or to adjust calculation rates as they pertain to employee benefits.
DISCUSSION:	The Third Amendment references an exclusionary statement as well as a change to the Actuarial Equivalence Rate as discussed below. The Third Amendment to the UTA Retirement Plan Document consists of the following updates: <ol style="list-style-type: none">1. Excluding employees who participate in the 401a Money Purchase Plan (MPP) from participating in the Employee Retirement Plan (Pension Plan).2. Changing the Actuarial Equivalence Rate to 6.75% from 7%.
ALTERNATIVES:	If the Board Resolution with recommended plan changes is not approved, it would require additional analysis on behalf of both the Pension Committee as well as UTA's Actuary to determine alternatives to present for approval.
FISCAL IMPACT:	N/A
ATTACHMENTS:	1) Resolution R2020-12-10

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING THE THIRD AMENDMENT TO THE UTAH TRANSIT
AUTHORITY RETIREMENT PLAN AND TRUST AGREEMENT**

R2020-12-10

December 16, 2020

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

WHEREAS, in the Authority created the Utah Transit Authority Retirement Plan and Trust Agreement ("Retirement Plan") and

WHEREAS, the Pension Committee, which oversees the plan, has recommended two substantive changes to the Retirement Plan, to 1) exclude employees who participate in the Authority's 401a Money Purchase Plan (MPP) from the Employee Retirement Plan, and 2) change the Actuarial Equivalence to 6.75% from 7%; and

WHEREAS, the Board of the Authority wishes to adopt and approve these changes as the Third Amendment to the Retirement Plan.

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

1. That the Board of Trustees hereby ratifies and approves the Third Amendment to the Utah Transit Authority Retirement Plan and Trust Agreement in substantially the same form as attached as Exhibit A.
2. That the Board of Trustees hereby authorizes the Executive Director and her designee(s) to undertake all necessary actions to effectuate the Third Amendment to the Utah Transit Authority Retirement Plan and Trust Agreement, as attached as Exhibit A.

3. That the corporate seal be attached hereto.

Approved and adopted this 16th day of December 2020.

Carlton Christensen,
Chair Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

50A03BC7C491482...
Legal Counsel

Exhibit A

Third Amendment to the Utah Transit Authority
Retirement Plan and Trust Agreement

**THIRD AMENDMENT
TO
UTAH TRANSIT AUTHORITY EMPLOYEE RETIREMENT PLAN
AND TRUST AGREEMENT**

(as restated January 1, 2013)

This Third Amendment to the UTAH TRANSIT AUTHORITY EMPLOYEE RETIREMENT PLAN AND TRUST AGREEMENT is entered into this _____ day of _____, 2020.

WHEREAS, effective January 1, 2013, Utah Transit Authority restated the Utah Transit Authority Employee Retirement Plan and Trust Agreement (the “Plan”), which Plan has been amended by a First Amendment dated September 23, 2015 and a Second Amendment dated November 15, 2017 and ratified by the UTA Board of Trustees on May 23, 2018; and

WHEREAS, Utah Transit Authority desires to amend the Plan to confirm that certain employees are excluded from participation in the Plan, and to update actuarial factors used for certain purposes pursuant to its authority in Section 16.02 of the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Effective January 1, 2021, paragraph (A) of Section 1.09 is amended to read as follows:
 - (A) Each person who is a full-time employee, regularly scheduled to perform Service for the Employer for 35 or more hours per week, excluding:
 - (1) Any employee classified as an intern, trainee, or temporary employee.
 - (2) Any employee who irrevocably elects or elected on or after [January 1, 2019] to participate in the 401a Plan (MPP) in lieu of participation in this Plan.
2. Effective January 1, 2021, Appendix C to the Plan is amended to read as set forth in “Appendix C” attached to this Amendment.

IN WITNESS WHEREOF, the Utah Transit Authority has made and executed this Third Amendment on the day and year first above written.

UTAH TRANSIT AUTHORITY

Carolyn Gonot
Executive Director

APPROVED AS TO FORM:

UTA Legal Counsel

Appendix C
Actuarial Equivalence Under Section 1.02

1. For benefit determinations from January 1, 2003 to February 28, 2007:
 - (a) The “applicable mortality table” is the 1983 Group Annuity Mortality Table (Unisex), weighted 50% male and 50% female; and
 - (b) The “applicable interest rate” is based on the Actuarial Funding Valuation Rate. The "Actuarial Funding Valuation Rate" is seven percent (7%).
2. For benefit determinations from March 1, 2007 to June 30, 2015:
 - (a) The “applicable mortality table” is the 1994 Group Annuity Mortality Table (Unisex), weighted 50% male and 50% female; and
 - (b) The “applicable interest rate” is based on the Actuarial Funding Valuation Rate. The "Actuarial Funding Valuation Rate" is seven and one-half percent (7.5%).
3. For benefit determinations from July 1, 2015 to December 31, 2017:
 - (a) The “applicable mortality table” is the RP-2014 Blue Collar with the MP-2014 Projection Scale; and
 - (b) The “applicable interest rate” is seven and one-quarter percent (7.25%).
4. For benefit determinations from January 1, 2018 to December 31, 2020:
 - (a) The “applicable mortality table” is the RP-2014 Blue Collar with the MP-2014 Projection Scale; and
 - (b) The “applicable interest rate” is seven (7.0%).
5. For benefit determinations from and after January 1, 2021
 - (a) The “applicable mortality table” is the RP-2014 Blue Collar with the MP-2014 Projection Scale; and
 - (b) The “applicable interest rate” is (6.75%).



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	R2020-12-11 Resolution Authorizing the Execution of Modification Number 2 to a Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp Tintic Railroad Connection Project
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-12-11 of the Board of Trustees of the Utah Transit Authority authorizing execution of Modification No. 2 to the Federal Aid Grant Agreement with the Utah Department of Transportation (UDOT) regarding additional funding for the Springville Sharp/Tintic Railroad Connection Project.
BACKGROUND:	<p>Resolution R2018-10-08 was approved by the Board of Trustees of the Utah Transit Authority (UTA) to authorize the execution of a Federal Aid Grant Agreement (FAA) with UDOT to provide funding for the Springville Sharp/Tintic Railroad Connection Project on 10/25/18. The FAA defined the total Project budget as \$5,655,000 which was comprised of \$5,151,222 in Federal funds, \$182,000 in State funds, and \$321,778 in Local matching funds. The FAA was signed by UTA and UDOT on 03/20/19.</p> <p>A separate Cooperative Agreement was entered into on 3/25/19 between UTA, Springville City, and Spanish Fork City to establish the Local matching funds to be contributed by each of the parties to match the Federal funding identified in the FAA between UTA and UDOT. Following execution of the above-mentioned agreements, additional funding was identified for the Project, requiring revisions to both the Cooperative Agreement and the FAA.</p> <p>A second Cooperative Agreement was entered into on 5/20/19 between UTA, Springville City, Spanish Fork City, and UDOT to increase the amount of Local matching funds to be contributed by each of the parties to match the increase in Federal funding identified for the Project.</p> <p>Resolution R2020-01-01 was approved by the Board of Trustees of UTA to authorize the execution of Modification No. 1 to the FAA with UDOT to provide additional funding for the Springville Sharp/Tintic Railroad Connection Project on 01/15/20. Modification No. 1 to the FAA increased the original Project budget of \$5,655,000 by \$683,299 for a total</p>

	<p>Project budget of \$6,338,299. The \$6,338,299 Project budget is comprised of \$5,594,344 in Federal funds, \$390,000 in State funds, and \$353,955 in Local matching funds. Modification No. 1 to the FAA was signed by UTA And UDOT on 01/28/20.</p> <p>Following execution of the second Cooperative Agreement and Modification No. 1 to the FAA, Resolution R2020-11-01 was approved by the Board of Trustees of UTA approving the Third Amendment of UTA’s 2020 budget, which reallocated \$300,000 from the Capital Contingency Budget to provide for an increase in the Springville Sharp/Tintic Railroad Connection Project. This funding will be needed to initiate the design of the Springville Sharp/Tintic Railroad Connection Project.</p>
DISCUSSION:	<p>Modification No. 2 to the Federal Aid Grant Agreement with the Utah Department of Transportation is now required to increase the Project budget by adding the additional \$300,000 in UTA funding that has been identified for the Project. The original Project budget of \$6,338,299 is being increased by \$300,000 for a total Project budget of \$6,638,299. The \$6,638,299 Project budget is comprised of \$5,594,344 in Federal funds, \$390,000 in State funds, and \$653,955 in Local matching funds.</p> <p>UTA’s total financial commitment to the Project is \$117,985 of in-kind services and \$300,000 in UTA Local funds.</p>
ALTERNATIVES:	<p>Without the additional funding, there would not be enough Local funding to initiate the Springville Sharp/Tintic Railroad Connection Project design.</p>
FISCAL IMPACT:	<p>The additional funding will increase the overall Springville Sharp/Tintic Railroad Connection Project Budget by \$300,000. This is included in the UTA 2020 Capital Budget.</p>
ATTACHMENTS:	<p>1) Board Resolution R2020-12-11, including:</p> <ul style="list-style-type: none"> - Exhibit A: Federal Aid Agreement 198970 Mod No. 2 (For Signature) - Exhibit B: Federal Aid Agreement 198970 (3/20/19) - Exhibit C: Federal Aid Agreement 198970 Mod No. 1 (01/28/20)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE EXECUTION OF MODIFICATION NUMBER 2 TO A
FEDERAL AID GRANT AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION TO PROVIDE FUNDING FOR THE SPRINGVILLE
SHARP/TINTIC RAILROAD CONNECTION PROJECT**

R2020-12-11

December 16, 2020

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

WHEREAS, the Board of Trustees (the “Board”) of the Authority is charged under the Utah Public Transit District Act with approving contracts and modifications to contracts which exceed \$200,000.00 in value.

WHEREAS, the Board previously approved in Resolution R2018-10-08 the execution of a Federal Aid Grant Agreement with the Utah Department of Transportation to provide Funding for the Springville Sharp/Tintic Railroad Connection Project (the “Project”), with a copy of the original agreement attached as Exhibit B; and

WHEREAS, the Board previously approved in Resolution R2020-01-01 the execution of Modification No. 1 to the Federal Aid Grant Agreement with the Utah Department of Transportation to provide additional Funding for the Project, with a copy of the original agreement attached as Exhibit C; and

WHEREAS, the Board previously approved in Resolution R2020-11-01 the Third Amendment of the Authority’s 2020 Budget, which reallocated \$300,000 from the Capital Contingency Budget to provide for an increase in the Springville Sharp/Tintic Railroad Connection Project; and

WHEREAS, the Utah Department of Transportation (UDOT) and the Authority desire to amend the agreement to provide additional funding to the Project and to reflect the reallocation of funds in the Third Amendment to the Authority’s 2020 Budget; and

WHEREAS, the Authority has agreed to provide, in Modification Number 2, an additional \$300,000.00 in funding for the Project; and

WHEREAS, the Board of the Authority wish to authorize the Executive Director to execute Modification No. 2 to the Project agreement.

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

1. That the Board hereby approves Modification Number 2 to the Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project, as set forth in Exhibit A.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Modification Number 2 to the Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project with UDOT in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions taken by the Authority management, staff, and counsel to prepare the Modification Number 2 to the Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project.
4. That the corporate seal be attached hereto.

Approved and adopted this 16th day of December 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

66A03BC7C401482...

Legal Counsel

Exhibit A

(Modification Number 2 to Federal Aid Agreement –
Springville Sharp/Tintic RR Connection)



State of Utah
Department of Transportation

Federal Aid Agreement Supplement for Local Agency Project CFDA No. 20.205	Utah Transit Authority - Mary Deloretto	Maximum Project Value Authorized \$6,638,299
PIN Number 14988 FINET Number 54863 FMIS Number F012378 DUNS Number 069816163	Project Number F-LC49(169) PIN Description Springville Sharp/Tintic RR Connection	Agreement Number (Original Agreement No.) 198970 Mod No. 2
		Date Executed

The Local Agency(ies) desires to supplement the agreement entered into and executed on 1/28/2020. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

State Wide Transportation Improvement Program STIP 2021 - 2024

Fund	Prior	2021	2022	2023	2024	Total	Fed Aid	State	Other	Pct
CMAQ_MAG	\$839,070	\$4,035,274	\$0	\$0	\$0	\$4,874,344	\$4,874,344	\$0	\$0	.00%
CMAQ_PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_GOVT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_INKIND	\$0	\$117,985	\$0	\$0	\$0	\$117,985	\$0	\$0	\$117,985	100.00%
LOCAL_MATCH	\$215	\$235,755	\$0	\$0	\$0	\$235,970	\$0	\$0	\$235,970	100.00%
R/H_HZ_EL90S	\$0	\$445,000	\$275,000	\$0	\$0	\$720,000	\$720,000	\$0	\$0	.00%
R/H_HZ_ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_EXCH_MAG	\$0	\$0	\$200,000	\$0	\$0	\$200,000	\$0	\$200,000	\$0	.00%
ST_MATCH	\$0	\$49,444	\$30,556	\$0	\$0	\$80,000	\$0	\$80,000	\$0	.00%
ST_TIFEX_MAG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
UTA_FUNDS	\$0	\$300,000	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000	100.00%
Total:	\$839,285	\$5,293,458	\$505,556	\$0	\$0	\$6,638,299	\$5,594,344	\$390,000	\$653,955	9.85%

Funding from Federal Aid Agreement Modification #1

State Wide Transportation Improvement Program STIP 2020 - 2023

Fund	Prior	2020	2021	2022	2023	Total	Fed Aid	State	Other	Pct
CMAQ_MAG	\$839,070	\$4,035,274	\$0	\$0	\$0	\$4,874,344	\$4,874,344	\$0	\$0	.00%
CMAQ_PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_GOVT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_INKIND	\$0	\$117,985	\$0	\$0	\$0	\$117,985	\$0	\$0	\$117,985	100.00%
LOCAL_MATCH	\$0	\$235,970	\$0	\$0	\$0	\$235,970	\$0	\$0	\$235,970	100.00%
R/H_HZ_EL90S	\$0	\$0	\$445,000	\$275,000	\$0	\$720,000	\$720,000	\$0	\$0	.00%
R/H_HZ_ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_MATCH	\$0	\$0	\$49,444	\$30,556	\$0	\$80,000	\$0	\$80,000	\$0	.00%
ST_TIFEX_MAG	\$0	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$0	.00%
Total:	\$839,070	\$4,699,229	\$494,444	\$305,556	\$0	\$6,338,299	\$5,594,344	\$390,000	\$353,955	5.58%

Upon signing this agreement, the Local Agency(ies) agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition, the Local Agency(ies) agrees to pay 100% of the overruns that exceed \$6,638,299 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to [Mary DeLoretto at MDELORETTO@RIDEUTA.COM](mailto:Mary.DeLoretto@MDELORETTO@RIDEUTA.COM), Local Agency(ies) Contact. The Local Agency(ies) shall pay within 30 days after each payment request. The Local Agency(ies) shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

As part of this Federal Aid Agreement modification, the following additional requirements apply to section VI. Federal Aid Project Compliance of the original Federal Aid Agreement:

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

LOCAL AGENCY

By _____

Date _____

[Utah Transit Authority Official](#)

UTA Chief

Mary DeLoretto

By _____

Date 12/01/2020

[Utah Transit Authority Official](#)

Chief Service Development Officer

Mary DeLoretto

Approve as to Form - UTA

Michael L. Bell

By _____

Date 12/01/2020

Assistant Attorney General

Michael L. Bell

Utah Department of Transportation

By _____

Region Director

Date _____

UDOT Comptroller

By _____

Comptroller's Office

Date _____



Consultant Services Federal Aid Agreement Review/Approval Routing Form

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 11/24/2020
PM REQUEST DATE 11/24/2020

FEDERAL AID 198970
AGREEMENT NO.
MOD NO. 2

Project No.: F-LC49(169) **PIN No.:** 14988
PIN Description: Springville Sharp/Tintic RR Connection **FINET Prog Code No.:** 54863

UDOT Project Manager	UDOT Contract Administrator
Darren Bunker 658 North 1500 West Orem, UT 84057 (385)228-5271 dbunker@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
Utah Transit Authority 4850 S BOXELDER Murray, UT 84107 Mary Deloretto, (801) 915-5438 MDELORETTO@RIDEUTA.COM

Project Value	\$6,638,299
Federal Match	\$5,594,344
Local Government Match	\$653,955
State Match	\$390,000

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

Exhibit B

(Federal Aid Agreement – Springville Sharp/Tintic RR Connection)



State of Utah
Department of Transportation

32058

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Utah Transit Authority - Mary Deloretto	Maximum Project Value Authorized \$5,655,000
PIN Number 14988 FINET Number 54863 FMIS Number F012378 DUNS Number 069816163	Project Number F-LC49(169) PIN Description Springville Sharp/Tintic RR Connection	Agreement Number (Assigned By Comptrollers) 198970 Date Executed Mar 20, 2019

Mar 20, 2019

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and **Utah Transit Authority (Local Agency)**, a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of **Springville Sharp/Tintic RR Connection**, located at **Springville/Spanish Fork** and identified as project number **F-LC49(169)**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2019 - 2022

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
CMAQ_MAG	\$0	\$242,398	\$4,188,824	\$0	\$0	\$4,431,222	\$4,431,222	\$0	\$0	.00%
CMAQ_PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_GOVT	\$0	\$17,602	\$196,917	\$0	\$0	\$214,519	\$0	\$0	\$214,519	100.00%
LOCAL_INKIND	\$0	\$0	\$107,259	\$0	\$0	\$107,259	\$0	\$0	\$107,259	100.00%
R/H_HZ_EL90S	\$0	\$0	\$0	\$445,000	\$275,000	\$720,000	\$720,000	\$0	\$0	.00%
R/H_HZ_ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_MATCH	\$0	\$0	\$0	\$44,500	\$27,500	\$72,000	\$0	\$72,000	\$0	00%
Total:	\$0	\$370,000	\$4,493,000	\$489,500	\$302,500	\$5,655,000	\$5,151,222	\$182,000	\$321,778	5.69%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 - 2. Coordinate with the UDOT Project Manager concerning the funding.
 - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 - 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
- k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
- l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
- m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
- n. Approve the final advertising package and obtain local signature approval advertisement.
- o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
- p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
- q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
- r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
- s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
- t. Assist to provide all documentation needed for construction project close out including Buy America certification.
- u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$5,655,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Mary Deloretto at MDELORETTO@RIDEUTA.COM](mailto:Mary.Deloretto@MDELORETTO@RIDEUTA.COM), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **Availability of Records.** For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg::::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on August 16, 2018.

LOCAL AGENCY

By W. Steve Meyer

Date Mar 13, 2019
Utah Transit Authority Official

Interim Executive Director

UTA Chief

By Eddy Cumins

Date Mar 8, 2019
Utah Transit Authority Official

Chief Operating Officer

Approve as to Form - UTA

Bart W. Simmons
By _____

Date Mar 8, 2019

Senior Contracts Counsel

Utah Department of Transportation

By 
Region Director

Date Mar 17, 2019

UDOT Comptroller

By Kristi Barney
Comptroller's Office

Date Mar 20, 2019

**UTAH DEPARTMENT OF TRANSPORTATION
FLEXIBLE MATCH PROPOSAL FOR FEDERAL-AID PROJECT
APPROVAL AND AUTHORIZATION**

To: UDOT Systems Planning & Programming - Local Government Programs Engineer
4501 South 2700 West, Salt Lake City, UT 84114-3600

Local Government Agency	Project Name	
<u>Utah Transit Authority</u>	<u>Springville Sharp/Tintic RR Connector</u>	
Project Number	PIN	UDOT Project Manager
<u>F-LC49 (169)</u>	<u>14988</u>	<u>Darren Bunker</u>
Prepared By	Telephone Number / e-mail	
<u>Mary DeLoretto</u>	<u>801-741-8808/mdeloretto@rideuta.com</u>	

Check type of flexible match below

<u>In-kind Contributions</u>	<u>Services</u>	<u>Real Property</u>
<input type="checkbox"/> Materials <input type="checkbox"/> Equipment <input type="checkbox"/> Other (Specify)	<input type="checkbox"/> Private <input checked="" type="checkbox"/> Local Government* <small>* For PE and CE only</small>	<input type="checkbox"/> Private Owner <input type="checkbox"/> Local Government

Detailed Description of Proposed Flexible Match

UTA will provide in-house project management services, including engineering support and design review, and construction quality oversight. UTA will also prepare the environmental document. An environmental assessment level document is assumed.
See attached breakdown of estimated hours and cost.

107,300
- 100,445
6,855.00 Additional

Estimated Valuation of Flexible Match**

\$ 107,300 New total

** Please submit detailed cost valuation data

Local Government has reviewed the UDOT Flexible Match Guidelines for Federal-aid Projects to determine eligibility of the proposed contributions.

Mary DeLoretto 2/21/19
Local Government Signature Date

The services, materials and/or property have been approved as eligible for flexible match. Credit toward match is subject to final review of actual project costs and funding.

Remarks Services provided by UTA will likely exceed the match necessary. Original application underestimated the matching dollars so this amendment will make their services cover the entire match as originally anticipated

Chris Peter 2/21/19
UDOT Local Government Programs Engineer Date
(Acting on behalf of FHWA)



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 2/22/2019
PM REQUEST DATE 2/22/2019

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC49(169) **PIN No.:** 14988
PIN Description: Springville Sharp/Tintic RR Connection **FINET Prog Code No.:** 54863

UDOT Project Manager	UDOT Contract Administrator
Darren Bunker 658 North 1500 West Orem, UT 84057 (385)228-5271 dbunker@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
Utah Transit Authority 4850 S BOXELDER Murray, UT 84107 Mary Deloretto, (801) 915-5438 MDELORETTO@RIDEUTA.COM

Project Value	\$5,655,000
Federal Match	\$5,151,222
Local Government Match	\$321,778
State Match	\$182,000

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

Exhibit C

(Modification Number 1 to Federal Aid Agreement –
Springville Sharp/Tintic RR Connection)



State of Utah
Department of Transportation

34311

Federal Aid Agreement Supplement for Local Agency Project CFDA No. 20.205	Utah Transit Authority - Mary Deloretto	Maximum Project Value Authorized \$6,338,299
PIN Number 14988 FINET Number 54863 FMIS Number F012378 DUNS Number 069816163	Project Number F-LC49(169) PIN Description Springville Sharp/Tintic RR Connection	Agreement Number (Original Agreement No.) 198970 Mod No. 1
		Date Executed 01/28/2020

The Local Agency(ies) desires to supplement the agreement entered into and executed on 3/20/2019. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Updated funding for this Federal Aid Agreement Modification #1:

State Wide Transportation Improvement Program STIP 2020 - 2023

Fund	Prior	2020	2021	2022	2023	Total	Fed Aid	State	Other	Pct
CMAQ_MAG	\$839,070	\$4,035,274	\$0	\$0	\$0	\$4,874,344	\$4,874,344	\$0	\$0	.00%
CMAQ_PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_GOV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_INKIND	\$0	\$117,985	\$0	\$0	\$0	\$117,985	\$0	\$0	\$117,985	100.00%
LOCAL_MATCH	\$0	\$235,970	\$0	\$0	\$0	\$235,970	\$0	\$0	\$235,970	100.00%
R/H_HZ_EL90S	\$0	\$0	\$445,000	\$275,000	\$0	\$720,000	\$720,000	\$0	\$0	.00%
R/H_HZ_ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_MATCH	\$0	\$0	\$49,444	\$30,556	\$0	\$80,000	\$0	\$80,000	\$0	.00%
ST_TIFEX_MAG	\$0	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$0	.00%
Total:	\$839,070	\$4,699,229	\$494,444	\$305,556	\$0	\$6,338,299	\$5,594,344	\$390,000	\$353,955	5.58%

Funding from Base Federal Aid Agreement:

State Wide Transportation Improvement Program STIP 2019 - 2022

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
CMAQ_MAG	\$0	\$242,398	\$4,188,824	\$0	\$0	\$4,431,222	\$4,431,222	\$0	\$0	.00%
CMAQ_PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_GOV	\$0	\$17,602	\$196,917	\$0	\$0	\$214,519	\$0	\$0	\$214,519	100.00%
LOCAL_INKIND	\$0	\$0	\$107,259	\$0	\$0	\$107,259	\$0	\$0	\$107,259	100.00%
R/H_HZ_EL90S	\$0	\$0	\$0	\$445,000	\$275,000	\$720,000	\$720,000	\$0	\$0	.00%
R/H_HZ_ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_MATCH	\$0	\$0	\$0	\$44,500	\$27,500	\$72,000	\$0	\$72,000	\$0	.00%
Total:	\$0	\$370,000	\$4,493,000	\$489,500	\$302,500	\$5,655,000	\$5,151,222	\$182,000	\$321,778	5.69%

Upon signing this agreement the Local Agency(ies) agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency(ies) agrees to pay 100% of the overruns that exceed \$6,338,299 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to [Mary Deloretto at MDELORETTO@RIDEUTA.COM](mailto:Mary.Deloretto@rideuta.com), Local Agency(ies) Contact. The Local Agency(ies) shall pay within 30 days after each payment request. The Local Agency(ies) shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

LOCAL AGENCY

By *C. J. M. Bell*

Date 01/24/2020
Utah Transit Authority Official
Executive Director

UTA Chief

By Mary DeLoretto

Date 12/19/2019
Utah Transit Authority Official
Acting Chief Service Development Officer

Utah Department of Transportation

By *R. B. T.*
Region Director

Date 01/27/2020

UDOT Comptroller

By *Kristi Barney*
Comptroller's Office

Date 01/28/2020

Approve as to Form - UTA

By Michael Bell

Date 12/19/2019
UTA Counsel



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 12/4/2019
PM REQUEST DATE 11/25/2019

FEDERAL AID 198970
AGREEMENT NO.
MOD NO. 1

Project No.: F-LC49(169) **PIN No.:** 14988
PIN Description: Springville Sharp/Tintic RR Connection **FINET Prog Code No.:** 54863

UDOT Project Manager	UDOT Contract Administrator
Darren Bunker 658 North 1500 West Orem, UT 84057 (385)228-5271 dbunker@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
Utah Transit Authority 4850 S BOXELDER Murray, UT 84107 Mary Deloretto, (801) 915-5438 MDELORETTO@RIDEUTA.COM

Project Value	\$6,338,299
Federal Match	\$5,594,344
Local Government Match	\$353,955
State Match	\$390,000

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	R2020-12-12 Resolution Authorizing Execution of an Interlocal Cooperation Agreement (ILA) with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Adopt Resolution R2020-12-12 authorizing the Executive Director to execute the Interlocal Cooperation Agreement with the Redevelopment Agency (RDA) of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street in the amount of \$1,987,677.
BACKGROUND:	<p>The original TRAX plan for the north-south line had projected that a future a station would be needed at 650 South Main Street in Salt Lake City. In anticipation of the future need, the tracks themselves were constructed to accommodate a station at this location.</p> <p>New development is coming into the area which was projected and planned for. Salt Lake City and their RDA have asked UTA to now construct the previously planned 650 South TRAX station. Salt Lake City will be paying for the entirety of the project.</p>
DISCUSSION:	<p>Salt Lake City is working with their RDA and the developers in this area to provide the funding for the design and construction of the new station. This ILA is for the RDA to provide UTA funding for project construction.</p> <p>Once constructed, the new 650 South TRAX station will provide transit service for a minimum of three developments providing a mix of uses, including office and residential. This will increase ridership and provide the developers with a means to reduce their overall parking footprint. Light Rail operations staff have determined that this new stop will not adversely impact TRAX schedules or operations, and no additional rail cars will be needed.</p>
ALTERNATIVES:	If this ILA does not move forward, Utah Transit Authority may lose out on the third-party funds for this project.

FISCAL IMPACT:	This ILA is a revenue contract. The project construction is included in UTA's 2021 Capital budget with funding to be provided by Salt Lake City.
ATTACHMENTS:	1) Resolution R2020-12-12, including Exhibit A – Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
THE REDEVELOPMENT AGENCY OF SALT LAKE CITY FOR THE COOPERATIVE
CONSTRUCTION OF A TRAX STATION AT 650 SOUTH MAIN STREET**

R2020-12-12

December 16, 2020

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

WHEREAS, the Redevelopment Agency of Salt Lake City ("RDA"), and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the RDA has been working with developers to obtain funding for the design and construction of a new TRAX station at 650 South Main Street; and

WHEREAS, the Board of Trustees ("Board") of the Authority is charged with creating and pursuing funding opportunities for transit capital and service initiatives in consultation with other public entities; and

WHEREAS, the RDA and the Authority wish to enter into a Interlocal Cooperation Agreement that provides \$1,986,677 in funding to the Authority for the construction of a new TRAX station at 650 South Main Street.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute the ILA with the Redevelopment Agency of Salt Lake City in substantially the same form as attached at Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the ILA with the Redevelopment Agency of Salt Lake City, as attached as Exhibit A.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 16th day of December 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:

56A03BC76491482...

Legal Counsel

EXHIBIT A

(Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City)

**CONSTRUCTION AGREEMENT FOR THE
TRAX 650 SOUTH MAIN PASSENGER STATION**

This Construction Agreement (“**Agreement**”) is made and entered into as of the date this agreement is signed by both parties, between the Redevelopment Agency of Salt Lake City, a public entity (“**Agency**”) and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah (“**UTA**”).

RECITALS

WHEREAS, UTA owns and operates the UTA TRAX North/South Light Rail Line (the “**N/S Line**”), a portion of which operates in the center of public roadways in and near Downtown Salt Lake City; and

WHEREAS, the Agency is responsible for adopting and effecting redevelopment and economic development projects within Salt Lake City pursuant to Utah Code §§ 17C-1-101, *et seq.*; and

WHEREAS, the Agency has adopted two project area plans for the redevelopment and economic development of certain neighborhoods in the downtown area of Salt Lake City known as the West Temple Gateway Project Area and the State Street Project Area (the “**Project Areas**”); and

WHEREAS, the Agency has determined that the development of a nearby light rail passenger station is critical to the redevelopment and economic development of the Project Areas; and

WHEREAS, in planning the N/S Line, UTA and Salt Lake City Corporation (“City”) reserved a future TRAX passenger station location in the median of Main Street between 600 South and 660 South (the “Station”); and

WHEREAS, pursuant to the 1997 Fixed Guideway Transit Corridor Agreement between UTA and the City, UTA owns (among other rights) rights to the N/S Line and related access and rights of way where the station will be located; and

WHEREAS, certain property owners near the Station and the Agency are willing to provide the funding as necessary to construct, integrate, and open the Station as part of the N/S Line; and

WHEREAS, on May 19, 2020, UTA and the Agency entered into a Professional Services Agreement regarding the contract management services with respect to the design of the Station; and

WHEREAS, UTA is willing to provide: (a) contract management services with respect to the construction of the Station; (b) systems integration, startup testing, and other work necessary to open the Station; and (c) on-going maintenance and operation of the Station; and

WHEREAS, the parties wish to memorialize their mutual understanding regarding the construction of the Station.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

SECTION 1. DEFINITIONS

“Agreement” means this Construction Agreement regarding the construction of the 650 South Main TRAX Station.

“Applicable Bid Documents” means the request for proposals provided through SciQuest inviting interested offerors to submit a proposal based on a specified statement of work along with applicable terms and conditions.

“Construction Contractor” means the contractor selected to construct the Station pursuant to the Applicable Bid Documents.

“Developer Participation Agreement” means agreements to be entered into between the Agency and Property Owners regarding the Property Owners’ financial contribution to the Project.

“N/S Line” means the original UTA TRAX North/South Light Rail Line operated by UTA originally between Sandy, Utah and the Vivint Smart Home Arena in Downtown Salt Lake City, Utah. The line is now commonly referred to as the ‘Blue Line’ and has been expanded to run from Draper, Utah to the Salt Lake Central Station in Downtown Salt Lake City, Utah.

“Professional Services Agreement” means the agreement between UTA and Agency, recorded on May 19, 2020, regarding the contract management services with respect to the design of the Station.

“Project” means the construction, systems integration, startup testing and other work related to opening the Station as contemplated in this Agreement.

“Project Appeal Committee” means the committee described in Section 5.2.

“Project Dispute Resolution Committee” means the committee described in Section 5.3.

“Project Artwork” means the artwork at the Station that is being designed and selected pursuant to the Professional Services Agreement.

“Property Owners” means certain record property owners whose parcels are adjacent to the Station. The Property Owners include 650 Main Building, LLC; 6th & Main, LLC; 700 South Partners, LLC; and 700 GS, LLC. Property Owners will provide funding for the Station as detailed in the Developer Participation Agreements between Property Owners and the Agency.

“Station” means the new N/S Line station to be constructed and opened pursuant to this Agreement, in the median of Main Street between 600 South and 660 South.

“Technical Working Group” means the group described in Section 5 consisting of UTA, Agency, and Salt Lake City Transportation Division designees that will review and approve the Applicable Bid Documents, the construction contracts, and other matters with respect to the Project, and that will further monitor and control the work of the Construction Contractor.

SECTION 2. PROJECT OBJECTIVES

When UTA built the N/S Line, UTA contemplated the need for a future passenger station at the Station location. However, UTA does not currently have resources available to build out

the Station. Since the completion of the N/S Line, the Agency has made significant investments to redevelop and stimulate economic growth in the neighborhoods surrounding the Station. The Agency and Property Owners have determined that the construction of the Station is important to the continued redevelopment of these neighborhoods and has agreed to assist in funding the Project. UTA will own, operate, and maintain the Station upon Project completion. UTA therefore has a long-term interest in ensuring that the Station is built to the design criteria and operating standards of UTA's entire light rail system. As such, UTA and the Agency have agreed upon an arrangement whereby UTA will procure and manage the contracts necessary to build out the Station. UTA will ensure that the contracts meet UTA's design criteria and operational interests. Agency will have the ability to review and coordinate on matters related to the construction of the Station to ensure that the Station complies with mutually agreed criteria. Both parties understand that there are limited funds to be invested in the Station and that the Station will need to be designed and constructed consistent with the available budget. To the extent permitted by the budget, the parties desire to build the Station in a manner that will maximize the public benefit and utility provided by the Station.

SECTION 3. STATION DESIGN AND PROJECT SCHEDULE

3.1 Station Design

The Station will be designed in accordance with the Professional Services Agreement. A copy of the executed Professional Services Agreement is attached to this Agreement as **Exhibit A** and is incorporated herein by this reference. As set forth in the Professional Services Agreement, the design of the Project is being funded exclusively by the Agency.

3.2 Project Schedule

The schedule for the Project is attached to this Agreement as **Exhibit B** and is incorporated herein by this reference. The parties shall strive to meet the schedule milestones set forth therein. The parties understand that changes may need to be made to the schedule for budget reasons as set forth in Section 4 of this Agreement.

SECTION 4. PROJECT BUDGET

The Project is being funded by the Agency and Property Owners. The Agency will contribute \$230,851 to construction. This amount reflects the Agency's total contribution amount of \$639,601, less \$300,000 for design already dedicated in the Professional Services Agreement, and less \$108,750 for public art already dedicated to be paid by the Agency to the artist. The Property Owners will collectively contribute participation amounts that are intended to cover the estimated \$1,756,826 balance of the agreed-upon construction costs. UTA acknowledges that Agency will be responsible for collecting the Property Owners' participation amounts in escrow prior to construction commencing. UTA and Agency acknowledge that if the Property Owners fail to provide their contribution at least thirty (30) days prior to construction commencing, the Agency cannot solely fund the Project and Agency will provide UTA at least twenty (20) days written notice of its intent to terminate this Agreement. If Agency terminates this Agreement due to the Property Owners failing to provide their full contribution, the Agency, through Property Owners, will reimburse UTA for its reasonable costs of termination. The Property Owners are not third-party beneficiaries to this agreement.

The Agency and Property Owners have anticipated a maximum of \$1,987,677 will be needed for the Project, which includes \$206,500 for UTA's contract management services with respect to construction, and for startup, testing and system integration and other work necessary to open the Station (as described in Section 8 of this Agreement). A complete estimated Project budget is attached to this Agreement as **Exhibit C** and incorporated herein by this reference. The Project budget is based on the anticipated Project components and the estimated costs necessary to deliver the Project according to the design specifications detailed in the Professional Services Agreement (Exhibit A), including contingency. However, this amount also represents the maximum amount to be expended for the Project, including any roadway work, track work, utility relocation or other work incidental to the Project. UTA has not budgeted any funds for the Project and shall not be responsible for any out-of-pocket costs relative to the Project. Accordingly, the parties agree that, if for whatever reason it becomes apparent or likely that the Project will exceed the budget or the parties agree that the Project's objectives can be better maximized or allocated, the parties shall adjust the scope of work. Adjustments in scope may include reductions in the number or quality of non-operating amenities at the Station, changes toward more cost-effective materials or supplies, or reductions in the number of aesthetic-related improvements. Scope adjustments shall not include any proposed changes that impair the functionality or useful life of the Station for rail operations or materially increase the prospective maintenance costs for the Station. All adjustments in scope shall be approved by the parties in accordance with Section 6.6 herein. However, in no event shall UTA be left liable for construction contract costs which exceed the available budget. In the event the Parties are not able to agree on scope decreases and UTA becomes at risk for any unbudgeted out-of-pocket costs (because it is the contracting party with the construction contracts), the parties agree and acknowledge that UTA may exercise its rights

under such contracts including its rights under deductive change order, partial or complete termination or suspension of work provisions. UTA shall exercise its rights under this provision in a reasonable manner and consistent with the Project Objectives set forth in Section 2 of this Agreement.

SECTION 5. PROJECT MANAGEMENT

5.1 The Technical Working Group

Under this Agreement, UTA and Agency desire to utilize, to the extent practicable, the same Technical Working Group as was defined and established for the design of the Station under the Professional Services Agreement. As defined in the Professional Services Agreement, the Technical Working Group is comprised of one representative from the Agency, one representative from the City's Transportation Division, and three representatives from UTA. To ensure consistency with the design of the Station, each party hereby commits, to the extent practicable, to appoint the same individuals who served on the Technical Working Group under the Professional Services Agreement to serve on this Project's Technical Working Group. While seeking to minimize interference with UTA's role in awarding and managing the construction contract, the Technical Working Group will: (a) review and approve Applicable Bid Documents outlined in this Agreement; (b) review and approve all contracts prior to execution for the Project as outlined in this Agreement; (c) provide input to the Construction Contractor as requested by UTA; (d) give input regarding Project scope; (e) if necessary, adjust Project scope as contemplated in Section 6.6 of this Agreement; and (f) if necessary, approve any adjustments to the Project schedule. The parties will rely upon the decisions and direction of each parties' respective representatives on the Technical Working Group as binding. UTA, the Agency, and the City's Transportation Division

may change their respective representatives from time to time by delivery of written notice as provided in Section 17 of this Agreement.

5.2 Project Appeal Committee

The parties hereby create a Project Appeal Committee which shall consist of UTA's Director of Capital Development Projects, UTA's Director of Real Estate and Transit-Oriented Development (TOD), and the Agency's Deputy Chief Operating Officer. Any disputes, scope issues, budget revisions or policy determinations that cannot be resolved by the Technical Working Group may be elevated to the Project Appeal Committee by either the UTA Representatives or the Agency Representative. The Project Appeal Committee shall endeavor to resolve such matters consistent with this Agreement and with the Project objectives identified in Section 2 of this Agreement.

5.3 Project Dispute Resolution Committee

The parties hereby create a Project Dispute Resolution Committee which shall consist of UTA's Chief Service Development Officer and the Agency's Chief Operating Officer. Any disputes, scope issues, budget revisions or policy determinations that cannot be resolved by the Project Appeal Committee shall be elevated to the Project Dispute Resolution Committee. The Project Policy Committee shall endeavor to resolve such matters consistent with this Agreement and with the Project objectives identified in Section 2 of this Agreement.

SECTION 6. SELECTION OF CONTRACTORS; PERFORMANCE OF WORK

6.1 Allocation of Responsibility for the Project; Conflict of Interest

The Station shall be constructed utilizing a design-bid-build delivery method. UTA will select the Construction Contractor as set forth below. UTA will be the contracting party with respect to the construction contract. The Technical Working Group shall jointly review contract deliverables and monitor contract performance. UTA shall provide all formal direction and instruction to the Construction Contractor. The Agency shall make the payments required under the construction contracts as set forth in this Agreement. UTA and Agency agree that no officer, employee, or member of the UTA or Agency's governing board, and no other public officer or other governing body of the locality or localities in which the Project is situated or being carried out who exercised any function or responsibilities with respect to the Project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

6.2 Selection of the Construction Contractor

6.2.1 The parties agree to cooperate in the preparation of the applicable bid documents. The Technical Working Group will review all bid documents prior to advertising the project for bid. UTA, along with the assistance of the Technical Working Group, will review bids and award the construction contract to the lowest responsive, responsible bidder in accordance with the state and federal requirements set forth in herein.

6.2.2 UTA shall negotiate, prepare, execute and deliver the contract with the Construction Contractor. Prior to final execution and delivery of the contract, UTA shall provide the draft thereof to the Technical Working Group. Once any comments and/or objections have been resolved consistent with Applicable Bid Documents and the requirements of this Agreement, UTA will execute the contract with the Construction Contractor.

6.3 Timing for the Technical Working Group's Review

As identified above, several items will be delivered to the Technical Working Group for review. UTA will provide, with each item delivered for review, a proposed reasonable deadline to complete the review. The Technical Working Group will complete its review according to reasonable deadlines and in a manner that is consistent with the overall Project schedule.

6.4 Rules Governing Procurement of Construction Contractor

In its procurement and management of the construction contracts, UTA shall follow all federal, state, local and internal requirements generally applicable to UTA procurements and contracts. Such requirements shall include, without limitation: (a) the Federal Transit Administration's Third Party Contracting Requirements as set forth in FTA Circular 4220.1E; (b) the United States Department of Transportation Federal Transit Administration Master Agreement; (c) the Federal Transit Administration's Grant Management Guidelines as set forth in FTA Circular 5010.1C; (d) the Federal Transit Administration's Best Practices Procurement Manual; (e) the Utah Procurement Code; (f) the Utah Governmental Records Access Management Act; (g) the Utah Public Transit District Act; (h) the Disadvantaged Business Enterprise requirements set forth in 49 CFR Part 26 and in UTA's Disadvantaged Business Enterprise Utilization Standard Operating Procedures; (i) UTA's Procurement Standard Operating Procedures; and (j) contractor certifications generally required by UTA for federally-funded projects.

6.5 Performance of Work

No more than two (2) business days following selection of the contractor, and no less than sixty (60) days prior to the commencement of construction, UTA shall provide written notice to Agency that includes verification that UTA intends to enter into all necessary construction contracts and agreements with contractors and vendors, contingent upon UTA Board approval, as necessary for the construction of the Station and shall provide, if necessary, an updated budget for the construction costs of the Station.

Through the Technical Working Group, UTA shall ensure work is performed in compliance with the requirements of the construction contracts. In the event the Agency or the City's Transportation Division becomes aware that work is not being performed in compliance with such contracts, it shall immediately notify UTA. UTA shall take appropriate action under the contracts as necessary to rectify the non-compliance. While UTA recognizes that the Agency and the City's Transportation Division may have informal contact with the Construction Contractor, UTA, as the contracting entity, shall have the sole responsibility and authority to provide material direction to the Construction Contractor under their respective contracts. Nothing in this section obligates the Agency or the City's Transportation Division to affirmatively monitor the work being performed under the construction contracts.

6.6 Contract Changes

If either party proposes a change to the construction contract, the proposed change shall be submitted to the Technical Working Group for review. UTA and Agency acknowledge that Agency must provide Property Owners notice of certain changes, consistent with the Agency's obligations under the Developer Participation Agreements. If the proposed change is approved by the Technical Working Group, UTA will execute a change order with the Construction Contractor

incorporating the approved change. Unless specifically agreed to by the parties pursuant to a written amendment to this Agreement, no change order shall be approved that would have the effect of increasing the overall project budget or extending the overall construction completion date by more than one (1) month.

6.7 Staging of Construction

The parties acknowledge that the Station will be constructed in the center of the north-bound and south-bound tracks of the N/S Line. All construction shall be staged and performed in a manner to maintain the flow of rail traffic and to provide for the safety of contractors, rail passengers, and roadway users. The Construction Contractor shall be required to implement appropriate construction staging methods and safety precautions to mitigate construction impacts. The Construction Contractor shall be required to comply with UTA's standard construction requirements, all of which shall be incorporated in the contract with the Construction Contractor. Such requirements shall include, without limitation, track access permitting and notification requirements, UTA Construction Safety Manual requirements and roadway worker safety requirements. Any work that requires a shutdown of traction power must necessarily occur when the N/S Line is not in service, and shall be subject to the approval of UTA's Rail Service Business Unit, which approval may be granted at UTA's discretion and such approval shall not be unreasonably withheld by UTA. To the extent possible within Project budget and schedule constraints, any work affecting rail traffic or public or worker safety shall be staged during hours when the N/S Line is not in service.

SECTION 7. EXPENDITURE OF PROJECT BUDGET FUNDS

7.1 Payment of Construction Contractor Invoices

Upon receiving invoices properly submitted by the Construction Contractor, UTA shall submit a payment request to Agency. UTA's payment request submitted to the Agency shall consist of the total amount requested to be paid and attach copies of the Construction Contractor's invoices evidencing UTA's payment request. Upon receipt thereof, the Agency will review such invoices, and will direct the escrow agent to release to UTA the funds necessary to pay invoices properly submitted under the respective contracts. All properly submitted invoices shall be paid by the Agency within 30 days of receipt and the Agency shall use reasonable efforts to make such payments in accordance with the requirements of the contracts and in a manner such that no late charges, interest or other penalties accrue. Payments shall be based on the contract deliverables or payment schedules set forth in the respective contracts. To the extent that the Agency determines that specific elements of any invoice are not supported by an invoice from the Construction Contractor or are not payable under the applicable contract, the disputed amount shall be withheld, but the remaining, undisputed amount shall be paid according to the invoice. Any retention amounts shall be withheld as set forth in the contracts. The Agency shall pay UTA directly for invoices for contract management services with respect to construction, for startup, testing and system integration and other work necessary to open the Station.

7.2 Creation of Escrow Account

No later than thirty (30) days prior to the start of construction, the Agency shall deposit into an escrow account established with First American Title Company, located at 215 South State Street, Suite 380, Salt Lake City, Utah 84111, Attention: Aaron Hansen, Escrow Agent a portion of the total Project budget equal to \$1,987,677. This amount is intended to secure UTA's right to

receive payment from the Agency under Section 7.1 of this Agreement. The escrow deposit shall be invested in an interest-bearing account with all interest payable to the Agency. All or a portion of the escrow account shall be payable to UTA, upon demand to the Escrow Agent, in the event that all of the following conditions are met: (a) UTA delivers the Agency an invoice under Section 7.1 of the Agreement; (b) the Agency fails to pay the invoice according to the terms and conditions of the invoice and this Agreement; (c) the Agency's failure to pay the invoice is for a reason other than the withholding of amounts disputed by both the Agency and UTA; and (d) the Agency's failure to pay the invoice puts UTA at risk for the payment of unbudgeted funds and UTA has not otherwise agreed to pay such amounts by written addendum to this Agreement. Once the total Project budget not yet expended by the Agency falls below the amount on deposit in the escrow account, the Agency shall be authorized to direct the Escrow Agent to apply any such funds toward the final payment(s) due under the contracts upon written direction of the Agency, and any funds remaining after final acceptance of the Project shall be refunded to the Agency. If UTA demands the release of escrow funds, UTA shall be permitted to take such other actions as may be necessary to protect UTA's financial interests under this Agreement including, without limitation, the termination or suspension of the construction contract.

SECTION 8. CONSTRUCTION MANAGEMENT SERVICES; STARTUP AND TESTING

UTA shall perform contract management with respect to the construction of the Project. Upon substantial completion of Station construction (as defined in the contract with the Construction Contractor), UTA shall also perform systems integration, startup testing and other work necessary to open the Station as part of the N/S Line. UTA shall perform such services using its own forces or using contractors that UTA will retain directly. The Agency shall fund the

contract management services with respect to construction, for startup, testing and system integration as part of the overall Project budget. The Agency has allocated a lump sum amount of \$206,500 for such work and such sum is included in the Project budget as described in Section 4 herein.

SECTION 9. OWNERSHIP, MAINTENANCE AND OPERATION OF THE STATION

Upon final completion of construction of the Station, acceptance of the Station by UTA under the contract with the Construction Contractor, and full payment to the Construction Contractor as contemplated herein, UTA shall assume responsibility for all prospective maintenance, operation and liability for the Station. UTA shall own the Station and the Agency shall have no further obligations with respect to the Station.

SECTION 10. PROJECT ARTWORK

The Project shall incorporate the Project Artwork at the Station. The Project Artwork is intended to provide an aesthetically pleasing addition to the Station that reflects the historical and cultural richness and diversity of the communities served by the Station and the N/S Line. UTA shall coordinate and consult with the City's Public Art Program Manager and Agency to provide technical feedback during the Project Artwork design development process, including but not limited to, providing feedback at each stage of the Project Artwork design development process. Agency and UTA shall facilitate and work directly with the City's Public Art Program Manager and the Artist to install the designed and fabricated Project Artwork at the Station. Once the Project Artwork is installed, the Agency passes title and all rights and interests of any kind whatsoever, including copyright, in the Project Artwork to UTA, except that the Agency shall retain a perpetual,

irrevocable license to include images of the Project Artwork in any marketing materials, websites, or any other display or utilization of images of the Project Artwork in any manner, including granting a sublicense for any such purposes to the City. UTA acknowledges Agency previously granted a perpetual and irrevocable license to the City, for the City to display, reproduce, refer to, or to otherwise utilize images of the Project Artwork as part of the City's Public Art Program. UTA will otherwise own and be responsible for the ongoing maintenance, repair, restoration, and removal of the Project Artwork at the Station, which is anticipated to be for a period of at least 10 years. If the Project Artwork is damaged to the extent that it cannot be restored, the Agency shall have the option to replace the Project Artwork with new artwork in cooperation with UTA, at Agency's cost and expense unless otherwise agreed to by the parties. However, UTA shall notify the Agency prior to performing any repair, restoration, or removal of the Project Artwork, and any such work shall be performed in conformance with applicable conservation standards as provided to UTA by the Agency. The Agency or the Agency's designee may elect to participate and oversee any such work. The Agency shall otherwise have no further obligations with respect to the Project Artwork.

SECTION 11. DISPUTE RESOLUTION

The parties agree to make a good faith effort to resolve any disputes involving the Project including, without limitation, those involving the interpretation of any provision of this Agreement, any scope issues related to the Project, or any budget revisions necessary to bring the Project within budget. The parties shall endeavor to resolve Project issues at the lowest reasonable and appropriate management level. The parties shall exhaust the dispute elevation process outlined in Section 5 of this Agreement prior to the initiation of any formal legal action.

SECTION 12. NON-WAIVER

No covenant or condition of this Agreement may be waived by any party, unless done so in writing by such party. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by any other party.

SECTION 13. DEFAULT

Either party shall be deemed in default under this Agreement upon the failure of such party to observe or perform any covenant, condition, or agreement on its part to be observed or performed, and the continuance of such failure for a period of thirty (30) days after the giving of written notice by the other party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until correction. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim and remedy against the other in addition to any other remedy provided or permitted by law.

SECTION 14. ENFORCEABILITY

This Agreement shall be enforceable against the parties in accordance with its terms, regardless of any subsequent change in the executive or legislative body of any party. In the event of any action, proceedings, or litigation arising from default in performance of any of the provisions of this Agreement by either party, the prevailing party shall be entitled to recover from the other party costs in connection with enforcement of this Agreement.

SECTION 15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. If any provision of this Agreement will be held or deemed to be or will, in fact, be illegal, inoperative or unenforceable, the same will not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 16. NO THIRD-PARTY BENEFICIARIES

There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the parties that any person other than the party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

SECTION 17. NOTICES

Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement must be made in writing and mailed to the other party at the address set forth below or at such other address as such other party may provide in writing from time to time. Such notices shall be mailed, by first-class mail, postage prepaid, to the parties as follows:

If to UTA:

Andrea Pullos
Utah Transit Authority
3600 South 700 West

If to RDA:

Danny Walz, Chief Operating Officer
Redevelopment Agency of Salt Lake City
451 South State Street, Suite 118

P.O. Box 30810
Salt Lake City, Utah 84130-0810

Salt Lake City, Utah 84111

SECTION 18. INDEMNIFICATION; IMMUNITY

Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers and agents, to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The parties are subject to the provisions of the Utah Governmental Immunity Act and do not waive any legal defenses or benefits available to it under applicable law.

SECTION 19. BINDING SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

SECTION 20. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument which is signed by both parties.

SECTION 21. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by either of the parties hereto on separate counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute one instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed transmission hereof shall be the same as the delivery of an original.

SECTION 22. NO PARTNERSHIP INTENDED

Nothing set forth in this Agreement is intended to create, nor shall be construed or interpreted to create, a partnership or joint venture between the parties.

SECTION 23. STANDARD OF CARE

All services provided or managed by UTA will be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

SECTION 24. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

UTA represents that they have not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44,

Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

WHEREFORE, this Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the date of this Agreement.

AGENCY:

Redevelopment of Salt Lake City

Danny Walz, Chief Operating Officer

Approved as to form
Salt Lake City Attorney's Office

UTA:

Utah Transit Authority, a large public transit district and political subdivision of the State of Utah.

Carolyn Gonot, Executive Director

Mary DeLoretto
Acting Chief Services Development Officer

Approved as to form
Utah Attorney General's Office

RECORDED

MAY 19 2020

CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of the date this agreement is recorded by the Salt Lake City Recorder's Office ("**Effective Date**"), by and between the Redevelopment Agency of Salt Lake City, a public agency ("**Agency**") and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah ("**UTA**").

RECITALS

1. Agency and UTA desire to work together to select a design consultant to design a new TRAX station at approximately 650 South Main in Salt Lake City ("**the Station**") on the existing North/South light rail line. The Station is within the Agency's West Temple Gateway Project Area.
2. Agency desires to fund and UTA desires to act as a project manager for the design of the Station.
3. UTA will select the design consultant in compliance with their applicable solicitation procedures. As such, pursuant to Salt Lake City procurement policy, the Agency is deemed to have complied with the Agency's solicitation requirements.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. Scope of Services: Agency agrees to engage UTA as project manager for the design of the Station, including managing the professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**. UTA's project management also includes working with the Agency and Salt Lake City Transportation division staff, as detailed in the Scope of Services, in any and all design review committees and meetings with the selected design consultant.
2. Compensation and Method of Payment: Agency agrees to pay UTA a not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000) to ensure the completion of the design of the Station as outlined in the Scope of Services. UTA shall submit invoices to Agency on a monthly basis for the services it has performed which are within the Scope of Services, and the Agency shall make payment to UTA within 30 days of receipt of the invoice, if the Agency does not dispute the amount of the invoice. If the amount of the invoice is disputed, the Agency shall, within 30 days of receipt of the invoice by the Agency, pay the undisputed amount to UTA and notify UTA in writing why an amount of the invoice has not been paid and the parties will work in good faith to resolve the dispute.
3. Term: This agreement shall commence on the Effective Date and terminate when 100% Design Drawings and Construction Plans, Construction Specifications, and Bid Package (as defined in the Scope of Services) are complete and provided to the Agency ("**Term**"). UTA will ensure such services are provided in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this agreement shall be mutually agreed upon by the Agency and the UTA and shall be set forth in a written amendment to this agreement.

5. Subconsultant Agreements: All the services required hereunder will be performed by UTA or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. UTA shall provide written notice to Agency of any subconsultants engaged by UTA to complete the Scope of Services prior to the use of the subconsultants.

6. Agency's Obligations: The Agency shall provide, at no expense to UTA, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by the UTA to perform the tasks or services.

7. Assignment: UTA shall not assign any obligation under this agreement without Agency's written consent, which may be withheld in Agency's sole discretion.

8. Notices: All notices under this agreement shall be sent to the following address:

Agency: Redevelopment Agency of Salt Lake City
 451 S. State Street, Room 118
 Salt Lake City, Utah 84111
 Attn: Danny Walz

UTA: Utah Transit Authority
 Andrea Pullos
 669 West 200 South
 Salt Lake City, Utah 84101

9. Indemnification: UTA hereby indemnifies, holds harmless, and agrees to defend the Agency from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property arising out of or in connection with this agreement, caused by the negligence or willful misconduct of UTA, its agents, servants, employees or invitees; provided, UTA does not indemnify the Agency against any injury, loss of life, or damage which is caused by the gross negligence or willful misconduct of the Agency, or its agents, servants, or employees. UTA's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this agreement, as to claims accruing prior to the expiration or termination of this agreement.

10. Immunity: UTA and Agency are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. 1953 of the Utah Code (as amended) (the “Governmental Immunity Act”). Notwithstanding any provision to the contrary in this agreement, (i) the obligations to indemnify, defend and/or hold harmless in this agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of UTA, and (ii) nothing in this agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

11. Termination: Agency may terminate this agreement at any time, for any reason, by providing UTA at least five (5) days written notice of its intent to terminate the agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by or for UTA under this agreement shall, at the option of the Agency, and upon payment of all undisputed amounts for all services satisfactorily performed prior to the effective date of termination, be delivered to Agency within three (3) days after the effective date of termination.

12. Compliance with laws and regulations: UTA shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this agreement and UTA shall hold the Agency harmless from any and all liability arising out of, or in connection with, said violations including any attorneys’ fees and costs incurred by the Agency as a result of such violation.

13. Standard of Care: All services provided or managed by UTA will be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

14. Jurisdiction: This agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

15. Entire Agreement: This agreement contains all the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

16. Counterparts. This agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same agreement.

17. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the Agency and the UTA have executed this agreement to be effective as of the Effective Date.

AGENCY:

Redevelopment of Salt Lake City, a public agency

DocuSigned by: Danny Walz 5/18/2020
202047505462470

Danny Walz, Chief Operating Officer

Approved as to form:
Salt Lake City Attorney's Office

DocuSigned by: Allison Parks 5/18/2020
54866876902451

Allison Parks

UTA:

Utah Transit Authority, a large public transit district and political subdivision of the State of Utah.

DocuSigned by: Carolyn M. Gonot 5/15/2020
100725038050710

Carolyn Gonot, Executive Director

DocuSigned by: Mary DeLoretto 5/5/2020
9863AEE82284418

Mary DeLoretto
Acting Chief Services Development Officer

Approved as to form:
UTA Attorney's Office

DocuSigned by: Mike Bell 4/29/2020
781E3AFA3370449

ATTEST:

Acee Aee Robinson
Deputy CITY RECORDER

RECORDED
MAY 19 2020
CITY RECORDER



EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
(Scope of Services)

- I. **The UTA shall perform the following services for the design of the TRAX Station:**

Exhibit A

Design Performance Specifications

GENERAL

The Utah Transit Authority (“UTA”), in conjunction with and on behalf of the Redevelopment Agency of Salt Lake City (“Agency”), is acting as project manager for the Agency to design a new TRAX Station on the existing North/South light rail line at approximately 650 South Main Street (hereinafter, “the Station”).

PROJECT APPROACH

The project will include the final design of the Station. The tracks have already been placed to facilitate a station platform width consistent with a current downtown station. The Station platform design and the design of the Station’s appurtenances and amenities will generally match those developed for the 900 South station. Due to rising maintenance costs, alternative materials will need to be investigated and implemented as appropriate. Exceptions to this general preference will be evaluated during the design.

PROJECT MANAGEMENT

- Selection of design consultant: UTA, in coordination with the Technical Working Group (defined below), will help prepare the request for proposals and select, negotiate, prepare, execute, and deliver the contract with the design consultant consistent with these design performance specifications detailed below.
- Technical Working Group: UTA and the Agency, along with Salt Lake City’s Transportation Division (SLC Transportation) will establish a collaborative working group comprised of one representative from the Agency, one representative from SLC Transportation, and three representatives from UTA (the “Technical Working Group”). The Technical Working Group will coordinate with the design consultant on all management issues. The design consultant will submit all deliverables to the Technical Working Group for joint review at approximately 30%, 60%, and 100% completion. The design consultant shall propose a reasonable time or deadline to complete the reviews. UTA will serve as the point of contact and provide all formal direction and instruction to the design consultant on behalf of the Technical Working Group. The design consultant will coordinate and conduct all design and review meetings as necessary to resolve issues, advance the design, and keep the project on schedule and budget. The Technical Working Group will jointly monitor performance of the design consultant.
- Deliverables: The design consultant will provide a design for the Station that includes the following:
 - 30% design submittal, including:
 - 30% Design Drawings with utilities accurately plotted,
 - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only),
 - Engineer’s Estimate in 49-division (CSI format) with a 10% contingency for construction, and

- stamped as “30% Design Development, Not for Bid”.
- 60% design submittal, including
 - 60% Design Drawings with details of any required utility relocations,
 - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only),
 - Engineer’s Estimate in 49-division (CSI format) with a 10% contingency for construction;
 - stamped as “60% Design Development, Not for Bid”.
- a final submittal of 100% Design Drawings, Construction Plans, Construction Specifications, and Bid Package with Engineer’s Estimate Report no later than December 31, 2020.

DESIGN PERFORMANCE SPECIFICATIONS

The design performance specifications for each element will be developed in accordance with the project approach generally outlined above as well as the following design performance specifications:

- Earthwork- The earthwork for the project will consist of that required to build the station platform and footings for the canopies. There is no earthwork anticipated outside of the station area. No public utilities will require adjustment as they were relocated or protected as part of the original North/South construction.
- Station Platform- The layout of appurtenances and amenities on the station platform shall be generally consistent with the existing 900 South downtown station. The station platform paving materials will be cast-in-place or pre-cast concrete. ADA access, station signing, displays, lighting, and phones will be consistent with the 900 South station. Alternative materials will need to be considered to ensure longer lifecycle of products.
- Crosswalks – Crosswalks to access the Station will be either painted striping on the existing roadway or patterned cast-in-place concrete, budget allowing and as elected for inclusion by the Technical Working Group. The crosswalk shall be designed to fit to the existing roadway and thus provide a smooth transition. No roadway improvements or changes in parking are included. The crosswalk may include modifications to existing curbs and sidewalks as required to meet ADA. No other sidewalk improvements are included other than to tie in the crosswalk.
- Mid-Block Crosswalk- A mid-block crosswalk will be evaluated during the design to determine its need. If included, its design will be the same as the intersection crosswalk.
- Tactile Strip Edge- The tactile tile will be yellow Polymer Transtile as manufactured by Transit-tile.
- Canopies- the Station will have two canopies and will match those used on the 900 South station, including windscreens. Alternative materials will need to be considered to ensure longer lifecycle of products.

- High Blocks- The two high blocks will match those used on 900 South station including railings and snow melt systems.
- Signage- Signage will be developed to be consistent with the 900 South station. Signage to deter jaywalking shall be designed and constructed along sidewalks that are adjacent to the transit station platforms and on the platforms.
- Site Furnishings (benches, etc.)- Site furnishings will match the 900 South station, in design and number.
- Landscaping (including trees, tree grates, irrigation) - Landscaping will be consistent with the 900 South station. Landscape station approach islands will remain as-is (sod). Platform landscaping shall be coordinated with station lighting.
- Plumbing and drainage- Plumbing for the canopies will be in accordance with building codes and Salt Lake City ordinances. Station platforms will drain onto the trackway. UTA will determine whether drainage for the roadway and station is already installed or whether new drainage systems will be required.
- Electrical/Lighting- the Station lighting shall be coordinated with platform landscaping to complement each other. The lighting system shall be similar to the 900 South station and include an option for seasonal decorative design including tree lighting. The tree lighting electrical system will be provided at all tree wells and be connected to Salt Lake City's tree lighting system similar to that used at the 900 South station. No new street lighting is included. All new lighting power shall be buried conduit.
- Snowmelt System- The Technical Working Group and the design consultant will consider the use of a snowmelt system, similar to any other snowmelt system(s) used by UTA at other light rail stations along the North/South or University lines.
- Overhead Contact System- The existing OCS system does not need any upgrade, nor does the traction power system. Therefore, the existing overhead contact system and poles will be used as-is. Re-painting the overhead contact systems and poles to match the new canopies will be optional and based upon budget constraints.
- Traction Power- The existing electrical power system shall be used to supply power. There are no anticipated modifications or additions anticipated.
- Track- The existing paved tracks shall be used as-is without any adjustment. As such, the track slab and roadway pavement shall remain as-is without a barrier curb separating the track from the roadway.
- Communications- Communications systems for the station will match that used for the 900 South station, with the provision that any new systems improvements that have been made since construction of the 900 South station will be incorporated.

- Fare Collection System- Fare collection system will consist of two ticket vending machines (TVM) similar in style to the 900 South station.
- Train Control and Signal Systems Upgrades- The design consultant will investigate the existing train control, train signal, electrical and communications systems in place to determine the extent of new facilities required or to be upgraded. Signal equipment will be housed in the platform or approach island area to meet the safety needs and aesthetics for the station. The equipment shall not block the view of the station for on-coming trains. Upgrades to the signal system will be consistent with the details used on the University and/or Medical Center Line.
- Traffic Signals and Controls- The existing Salt Lake City and/or Utah Department of Transportation (UDOT) traffic signal poles and mast arms at the 600 South Main Street intersection shall remain as-is with no modifications anticipated. If a new mid-block crosswalk is installed new traffic/pedestrian signal poles, mast arms, and traffic/pedestrian signal heads shall be consistent in color and style with the existing equipment at approximately 650 South Main Street. Any new traffic signal equipment shall be physically separated from all light rail poles, support structures, cables and electrical wires. If a mid-block crosswalk is not included in the design, then provisions for a future mid-block crosswalk shall be provided. This will include the conduit and hand holes to connect the future pedestrian signal poles. Pavement markings and traffic control devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). A signal priority system similar to that in the downtown area, if not already in place, will be utilized and provided for the new station and signals.
- Public Art- A public art budget of approximately \$100,000 is assumed for this project. The Agency will work with the Salt Lake City Arts Council on procurement and design of artwork for the Station that will, upon installation, be owned and maintained by UTA (maintenance details to be specified in the construction agreement). The Agency, Salt Lake City Arts Council, and selected artist(s) shall coordinate the location and design aspects with the design consultant and the rest of the Technical Working Group in order to provide an aesthetically pleasing addition to the Station.
- Construction phasing and planning (design)- The design consultant will focus the design and bidding documents such that the Station can be constructed or phased such that light rail traffic can be maintained with very limited disruption to service. Any planned or required disruption shall be approved by UTA.
- Contract Documents- Bidding documents and technical specifications for construction shall be consistent with prior UTA light rail projects. Projects will be designed using appropriate national, state, and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT, MUTCD, and Salt Lake City standards.
- Drawings and details- Existing as-built drawings and specifications from the North/South, 900 South station project will be used for the design of the Station to the maximum extent possible. Typical details will be reused, but shall be reviewed jointly by

the Technical Working Group and the design consultant before inclusion. Station details shall be reused, but with adjustment based upon Operation and Maintenance experience.

- Geotechnical- No new geotechnical investigation will be performed as the existing North/South geotechnical report will be referenced for the design.
- Design Guidelines- All designs shall be in accordance with UTA's Light Rail Transit (LRT) Design Criteria Manual (September 2015 version) and supplements there to. Any deviations from the Design Criteria Manual shall be submitted to UTA for approval prior to its incorporation into the design.
- Bidding Phase- During the design phase, the Technical Working Group and the design consultant shall identify a bidding and construction program that will 1) help ensure that the project receives maximum exposure to and from the construction community both during the design phase and the bidding phase and 2) recommend an advertising campaign that will ensure that a healthy number (3 or more) of bids are received. This program may include: 1) visiting or inviting construction contractors during the design phase to discuss and/or review the plans and project approach to encourage input on bid packages, construction details and sequencing, and above all exposure for the project and 2) segmenting the bidding into more than one bid package so that it does not limit the number of bidders because only a few general contractors have the full range of capabilities or subcontractors to bid the project. As an example, it may be desirable that the communications, signals and electrical work (which is a specialized area of rail work for which there are only a few qualified construction contractors and they may be locked into exclusive arrangements with a single general construction contractor) should be bid separately from the civil work.
- Public Engagement and Community Meetings- The project is located within Salt Lake City adjacent to public and private properties. The Agency shall determine the requirement for public engagement and community meetings for the project. UTA and their design consultant shall assist the Agency by providing copies of plans and other design related documents for use at public or private presentations and meetings. The Agency shall coordinate and conduct all public presentations, with assistance from UTA and the design consultant. A maximum of 3 meetings are anticipated.
- Permits- The design consultant shall identify any construction permits required.
- Services During Construction- During any future construction phase, UTA will ensure that the design consultant shall be available during the construction of the project to answer questions pertaining to the design and to assist with the processing of request for information and the creation of as-built drawings as needed. A maximum of 100 hours of the design consultant's time is anticipated.

Exhibit B
650 South Main TRAX Station – Estimated Construction Schedule

<u>Task/Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
<i>Bid Process</i>		
Bid Advertisement	2/24/2021	3/24/2021
Open/Review Bids	3/24/2021	3/28/2021
Contractor Selection, Notice to Agency	3/29/2021	3/31/2021
UTA Board Approval of Contractor Selection	4/1/2021	4/15/2021
Developer Contributions		No later than 6/6/2021
Notice to Proceed		No later than 7/6/2021
<i>Construction*</i>		
Mobilization	7/6/2021	7/7/2021
Construct Platform	7/7/2021	11/15/2021
Install Artwork	11/1/2021	11/15/2021
Startup Testing	11/15/2021	12/14/2021
Punchlist	11/15/2021	12/14/2021
<i>Operation</i>		
Opening Day		No later than 12/15/2021

*Construction milestones assume the NTP is issued on the last day (7/6/2021).

Exhibit C

DRAFT		11/24/2020
650 S Main Street TRAX Station		
	Budget	
Description	Amount	
<u>1. Construction Costs-</u>		
1.1 Construction Costs/ General Contractor	\$1,354,952.09	
Construction Bid	\$1,354,952.09	
1.2 UTA Procurement Items	\$259,150.00	
Passenger information signs	\$50,000.00	
Freight for Passenger information signs	\$500.00	
PIS Router and interface card	\$2,000.00	
Train/Traffic Signal Programming	\$14,500.00	
Utah Power Meters and Installation	\$10,150.00	
TVMs	\$145,000.00	
Station area signage	\$37,000.00	
Misc Items	\$10,000.00	
Contingencies	\$46,647.00	
1.3 Construction Contingences Budget	\$167,074.91	
1. Total Construction Costs	\$1,781,177.00	
<u>2. Design Consultant Costs-see Exhibit A</u>		
CRSA	\$203,140.00	
UTA admn	\$96,860.00	
2. Total Design Costs	\$300,000.00	
<u>3. Other Estimated Project Costs-</u>		
3.1 Art In Transit (By City Arts Council)- Estimated	\$108,750.00	
3.2 UTA Construction Management	\$206,500.00	
Construction/Project Management	\$125,000.00	
Construction Inspection	\$30,000.00	
Material Testing	\$5,000.00	
Start up and Testing (UTA)	\$15,000.00	
Contingency	\$31,500.00	
3. Total Other Costs	\$315,250.00	
Grand Total	\$2,396,427.00	
less Art in Transit	-\$108,750.00	
less design costs	-\$300,000.00	
Total Construction Costs	\$1,987,677.00	



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kimberly S. Ulibarri, Chief People Officer
PRESENTER(S): Kimberly S. Ulibarri, Chief People Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT: Actuarial Services (Milliman)

AGENDA ITEM TYPE: Expense Contract

RECOMMENDATION: Approve award and authorize the Executive Director to execute the contract and associated disbursements with Milliman in the amount of \$228,500 for actuarial services for the UTA Pension Plan.

BACKGROUND: UTA contracts actuarial services for the UTA Pension Plan. The contracted firm provides and presents recommendations to the Pension Committee as it pertains to actuarial valuation, assumption rates, and best practices. Milliman has provided actuarial services to the UTA Pension Plan since 2015.

DISCUSSION: UTA solicited for actuarial services in September 2020. Milliman was selected through a competitive bid process which compared both technical scores and pricing for the best overall value for the requested actuarial services. There were 3 other firms who also bid on the services, and per the selection committee’s evaluation(s) , staff recommends Milliman be awarded this contract. The contract is for 3 years with two additional one-year options. The total value of the five years of services is \$228,500.

CONTRACT SUMMARY:

Contractor Name: Milliman	Contract Number: 20-03296BM
Base Contract Effective Dates: 01/01/2021 – 01/01/2024	Extended Contract Dates: 01/01/2024 – 01/01/2026
Existing Contract Value:	Amendment Amount: N/A
New/Total Amount Contract Value: \$228,500.00	
Procurement Method: RFP	Funding Sources: Local

ALTERNATIVES:	If the award to Milliman is not approved, another vendor would need to be selected to provide actuarial services. This could place a delay on time-sensitive actuarial work as it pertains to the UTA Pension Plan.
FISCAL IMPACT:	Budgeted and paid through the Pension Committee
ATTACHMENTS:	1) Milliman Contract

UTA CONTRACT NO. 20-03296BM

Actuarial Services

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 MILLIMAN, INC. (“Consultant”).

RECITALS

- A. UTA desires to hire professional services for the actuarial services described in Exhibit 1.
- B. On September 16, 2020, UTA issued Request for Proposal Package Number 20-03296BM (“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 Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. 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 actuarial profession. 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.
- 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 made known to Consultant in advance and in writing or publicly available.

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 materially 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 (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 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 December 31, 2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Two (2) 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 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 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.

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

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- 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. CHANGES

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make 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.
- 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 submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

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

Except as it relates to Contractor Tools, 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 written request, and, in any event, upon termination or final acceptance of the Goods and Services. To the extent that any deliverables include or incorporate Contractor Tools, Contractor hereby grants UTA a fully paid up license to make copies of the Contractor Tools as part of this engagement for its internal business purposes and provided that such Contractor Tools cannot be modified or distributed outside UTA without the written permission of Contractor or except as otherwise permitted hereunder.

Contractor shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Contractor or developed during the course of the provision of the Services provided such generic documents or templates do not contain any UTA confidential information or proprietary data (“Contractor Tools”). Rights and ownership by Contractor of Contractor Tools shall not extend to or include all or any part of UTA’s confidential information or proprietary data.

Contractor’s work is prepared solely for the internal business use of the UTA. To the extent that Contractor’s work is not subject to disclosure under applicable public records laws, Contractor’s work may not be provided to third parties without Contractor's prior written consent. Contractor does not intend to benefit or create a legal duty to any third party recipient of its work product, and Contractor may include a legend on its reports so stating. UTA agrees not to remove any such disclaimer language from Contractor’s work. Contractor’s consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exception(s): (a) UTA may provide a copy of Contractor’s work, in its entirety, to the UTA's professional service advisors who are subject to a duty of confidentiality and who agree to not use Contractor’s work for any purpose other than to benefit the UTA; (b) UTA may provide a copy of Contractor’s work, in its entirety, to other governmental entities, as required by law. No third party recipient of Contractor's work product should rely upon Contractor's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

11. USE OF SUBCONTRACTORS

- 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 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. Consultant shall be solely responsible for making payments to subcontractors, 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 subcontractors.
- 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.

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 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 the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; provided, however Consultant makes no express or implied warranty and shall have no liability of any form whatsoever with respect to any draft or unfinished work product that is delivered to UTA pursuant to this clause. 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; provided, however if the amount of post-termination work is material, reasonable costs incurred from that work during the 90-day period shall be paid to the Contractor.

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 made available 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 subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

- 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, to the actual knowledge of Consultant following reasonable inquiry is not under a confidentiality obligation to UTA;
 - C. Information developed by or in the custody of Consultant before entering into this Contract or thereafter provided such information was not based on UTA confidential information or proprietary data;
 - D. Information developed by Consultant 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 AND LIMITATION OF LIABILITY

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all third party claims or actions and the directly resulting liabilities, 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 Claims 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 as a result of Contractor's failure to meet its obligations to such employee or subcontractor, 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 primarily out of the negligence of UTA or the Indemnitees.

In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to UTA shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Contractor be liable for lost profits of UTA or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to limits of liability referenced in this Section 19.
- 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 canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority. Such notice shall be sent directly to Brian Motes, Procurement and Contracts Specialist, Utah Transit Authority, 669 West 200 South, Salt Lake City, Utah 84101.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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 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 of a third party's intellectual property rights directly resulting from 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 claims that Consultant's deliverables infringe third party intellectual property rights and Consultant shall pay all damages and costs awarded therein against UTA deemed to have resulted from such infringement. 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) defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so,

Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONTRACTOR

Consultant 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. Consultant 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 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 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/Project Manager Matt Larrabee	Five calendar days
UTA's Sr. Supply Chain Manager/Employee Benefits Global Practice Director (Bret Linton)	Five calendar days
UTA's Chief Procurement Officer/Chief Operating Officer (Kathy Kalstrup)	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator.

If the Mediation Process described above fails to produce a resolution, the parties agree to proceed to final and binding arbitration under the JAMS arbitration process. The arbitration shall take place before a panel of three arbitrators in the State of Utah. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

24. GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah.

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: Brian Motes
669 West 200 South

with a required copy to:
Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South

If to Consultant:
Milliman Inc.

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

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

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

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

30. RESERVED

31. F. ANTIDISCRIMINATION

1. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

2. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

32. NO THIRD PARTY BENEFICIARY

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

33. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war 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.

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.

36. AMENDMENTS

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

37. COUNTERPARTS

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

MILLIMAN, INC.

By _____

Name _____

Title _____

By _____

Name _____

Title _____

By _____

Name _____

Title _____

UTA Legal Counsel

By _____

Name _____

Title _____

Project Manager

By  _____

Name Matt Larrabee

Title Principal & Consulting Actuary

Exhibit 1
Scope of Work and Pricing

Scope of Work

3.0 Actuarial Consulting

Provide your qualifications and experience in the following actuarial consulting items. Include examples of your leadership.

- 3.11 Appear at selected meetings for discussion of actuarial standards and/or the principles used in the determination of the funding requirement and in the pricing of collective bargaining agreements. Utah Transit Authority desires to be fully funded by 2033 and would like to have a level percent of pay funding to achieve this goal.
- 3.12 Give an annual report to the Trustees of the defined benefit plan.
- 3.13 Develop and provide various tables and factors needed by the defined benefit plan. These include, but are not limited to, mortality tables, present value factors and survivor benefit factors. Periodically a spreadsheet will need to be updated and provided to the plan administrator for the purpose of calculating present values.

3.2 Valuation Services

- 3.21 Actuarial valuations shall be performed each year as of January 1.
 - A. Reports for these valuations shall be delivered to UTA, by the Contractor, no later than eight (8) weeks after UTA has delivered complete data for the valuation to the Contractor.
 - B. When an Experience Analysis is performed, if it results in the adoption of any assumption which differs from those used for the prior valuation, the Contractor shall produce valuation results using both the old and new assumptions.
 - C. If an Experience Analysis is not performed, the Contractor shall use the same actuarial assumptions that were used for the prior valuation. If analysis of the current data during the performance of the evaluation indicates any material variations from those assumptions, the Contractor shall be expected to discuss the variations in the valuation report and present an estimate of the effect on the normal cost and/or on the unfunded actuarial liability of the plan.
- 3.22 Valuation reports shall contain sufficient explanatory text to permit a reasonable understanding of the actuarial assumptions, cost methods and conclusions by competent actuaries and by persons knowledgeable in the public pension field. This shall include, but not be limited to, a summary of the plan, description of actuarial assumptions and cost methods, display of age groups and service matrices for active members and display of retired lives by age groups, and types of benefits. All text and schedules shall be prepared in accordance with GASB principles and reporting requirements.
- 3.23 GASB 67 & 68 calculations shall be performed each year as of December 31.

3.3 Administrative, Plan Design and Compliance Consulting

- 3.31 Give consultation for general retirement plan design and compliance with regulatory agencies that have jurisdiction over public plans.
- 3.32 Provide consultation and advisory services on any technical, policy, legal, tax related, or administrative problems arising during the course of operations.
- 3.33 Assist in maintaining a Qualified Plan under IRS Code, as applied to public employers.
- 3.34 Assist in maintaining compliance with ERISA or other Labor Standards, as applied to public employers.
- 3.35 Assist in amending the defined benefit plan document and writing understandable language for the Summary Plan Description.
- 3.36 Make recommendations from time to time relative to possible improvements in the financing and benefit structure of the defined benefit plan and to give effect to new developments in the retirement industry.
- 3.37 Give consultation and advisory services in the policy and administrative problems of implementing new collective bargaining agreements.

3.4 Additional Services

- 3.41 Experience Analysis Services:
Actuarial gain/loss Experience Analyses shall be performed on an as needed basis.
- 3.42 Disability Benefit amounts will need to be calculated occasionally.
- 3.43 Provide calculations on special benefit cases. The pension administrator may on occasion request the actuary to perform an individual benefit calculation. The situation would arise most often in the case of a Qualified Domestic Relations Order or for a participant that has retired and then returned to work. A new benefit calculation would be required to determine the new benefit amount when the participant retires the second time.
- 3.44 Develop an online interactive benefit calculator for active participants. This calculator should include single life annuity, joint and survivor annuity, life annuity with ten year term certain, lump sum and cost of permissive service credit calculations.
- 3.45 Give consultation on and perform certain work in pricing proposed benefit changes in the collective bargaining agreement. Statement of the firm's ability to perform pricing analysis of proposed plan changes that may be considered during the collective bargaining negotiations, complete with actuarial certificate showing assumptions, pricing base, actuarial implications on total program, cost and alternative funding techniques. UTA will provide 48 hours' notice for these services (but may on special occasions, such as during bargaining sessions, require working estimates immediately.)
- 3.46 Assist with the development of any new retirement plans.

UTA must specifically authorize any “additional services” which cause the total fee to exceed the fixed fee amounts contained in Exhibit 1. These additional services will be billed at the provided hourly rates but we need to make sure such services are specifically authorized and subject to an NTE.

1.0 Price Proposal

Pricing for the requested services are broken down in the tables below. Services which are billed at an hourly rate are identified in the Fees column of the tables below. The hourly rates in the first year of the contract for these services are:

Role	2021 Hourly Rate
Lead Consultant	\$410
Peer Review Consultant	\$380
Technical Actuary	\$230
Actuarial Analyst	\$170

Please note that the hourly rates shown above will increase at 2.2% per year, which is Milliman's current outlook for inflation, rounded to the nearest \$5.

Below is a table outlining our fixed fee for the scope of services listed in Sections as described below.

Scope of services in section 2 above.

Year	Fixed Fee NTE
2021	\$43,700
2022	\$44,700
2023	\$45,700
2024	\$46,700
2025	\$47,700

Please note that the fixed fee schedule shown above reflects an annual increase of 2.2% per year, which is Milliman's current outlook for inflation, rounded to the nearest \$5.

We do not anticipate a significant amount of work for services not already outlined in this proposal. Should miscellaneous projects be requested, they will be billed based on client preference between the hourly billing rates stated above and pre-agreed fixed fees based on project scope.

- Fees for additional services listed in Section 3.4 of scope of services in section 2 above.

RFP Reference	Service	Fee
Additional Service 3.41	Experience Analysis Services	Included in annual fee, we analyze experience each year as part of the valuation services and recommend assumption updates where warranted
Additional Services 3.42 - 3.46	<ul style="list-style-type: none"> • Disability Benefit Calculations • Calculations on Special Benefit Cases • Online Interactive Benefit Calculator • Pricing Proposed Benefit Changes in the Collective Bargaining Agreement • Development New Retirement Plan 	Hourly rate basis

Unless otherwise specified, additional services will be billed at the hourly rates listed above as the first response in this Price Proposal section.

2.0 Cost Sheet

Item	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
Annual Fee from Section 3.1 to 3.3	\$ 43,700.00	\$ 44,700.00	\$ 45,700.00	\$ 46,700.00	\$ 47,700.00
Annual Fee from Section 3.4	See below				
Additional Annual Services and Fees	N/A	N/A	N/A	N/A	N/A
<i>Fee from Section 3.41 Experience Analysis</i>	Included in annual fee				
<i>Fees from Sections 3.42 - 3.46 Ad Hoc Services</i>	TBD hourly rates or pre-negotiated fixed fee, per client preference	TBD hourly rates or pre-negotiated fixed fee, per client preference	TBD hourly rates or pre-negotiated fixed fee, per client preference	TBD hourly rates or pre-negotiated fixed fee, per client preference	TBD hourly rates or pre-negotiated fixed fee, per client preference
Total Not-to-Exceed Price per year	\$ 43,700.00	\$ 44,700.00	\$ 45,700.00	\$ 46,700.00	\$ 47,000.00



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Bill Greene, Chief Financial Officer,
 Emily Diaz, Financial Services Administrator

BOARD MEETING DATE: December 16, 2020

SUBJECT: Financial Advisor Services (Zions Public Finance)		
AGENDA ITEM TYPE:	Expense Contract	
RECOMMENDATION:	Approve contract and authorize the Executive Director to execute the contract and associated disbursements with Zions Public Finance to serve as UTA’s Financial Advisor.	
BACKGROUND:	UTA desires to hire professional services for a Financial Advisor to monitor the bond markets and provide professional guidance and support in issuing bonds and bond refundings. UTA had a previous Professional Services Contract with Zions Public Finance which expired on November 18, 2020.	
DISCUSSION:	<p>On September 10, 2020, UTA issued a Request for Proposal (“RFP”) encouraging interested parties to submit proposals to provide services for the next five years. After evaluation of the proposal(s), UTA selected Zions Public Finance. Zions Public Finance has been UTA’s Financial Advisor since 1998 and most recently completed a five-year contract with UTA which expired in November 2020.</p> <p>This new contract is for a period of 5 years with a total estimated contract value of \$1,118,891.50 over the 5-year term.</p>	
CONTRACT SUMMARY:	Contractor Name: Zions Public Finance	Contract Number: 20-03339
	Base Contract Effective Dates: December 15, 2020 – December 15, 2025	Extended Contract Dates: N/A
	Existing Contract Value: N/A	Amendment Amount: N/A
	New/Total Amount Contract Value: \$1,118,891.50	
	Procurement Method: Request for Proposal	Funding Sources: UTA

ALTERNATIVES:	UTA could perform these services in house by hiring an FTE to perform these services. UTA would still require support from professional financial service providers to help UTA navigate the complexities of bond issuance or refunding.
FISCAL IMPACT:	The fees for the Financial Advisor are included in the Cost of Issuance of a bond and do not directly impact the Operating budget.
ATTACHMENTS:	1) Zions Public Finance contract

Professional Services Contract

UTA CONTRACT NO. 20-03339

FINANCIAL ADVISOR

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 Zions Public Finance, a wholly-owned subsidiary of Zions Bancorporation, a nationally-chartered financial institution (“Consultant”).

RECITALS

- A. UTA desires to hire professional services for a Financial Advisor.
- B. On September 10, 2020, UTA issued a Request for Proposal Package Number 20-03339 (“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 Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. 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 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. 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.
- 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 (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 Consultant.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for a five (5) year period expiring December 15, 2025, for a total Contract period not to exceed five (5) years. 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 payment provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then 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.

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 Contract (including any exhibits and attachments hereto).

2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional 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:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- 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. CHANGES

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make 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.
- 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 submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The

scope of the 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 consultants.

11. USE OF SUBCONTRACTORS

- 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 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. Consultant shall be solely responsible for making payments to subcontractors, 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 subcontractors.
- 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.

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 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 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.

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 subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

- 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; 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 Indemnatee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured

with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) – **Not applicable to this RFP**

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as

determined 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.

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

21. INDEPENDENT CONTRACTOR

Consultant 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. Consultant 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 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 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 Financial Officer/Contractor's Second Level	Five calendar days
UTA's Executive Officer/Contractor's Third Level	Five calendar days

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

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

24. GOVERNING LAW

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

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: Pat Postell
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant:
Zions Public Finance
1 South Main Street, 18 Fl
Salt Lake City, UT 84133

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

c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative

communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

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

30. COSTS AND ATTORNEYS FEES

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

31. ANTIDISCRIMINATION

1. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

2. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

32. NO THIRD PARTY BENEFICIARY

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

33. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war 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.

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.

36. AMENDMENTS

Any amendment to this Contract must be in writing and executed by the authorized representatives

of each party.

37. COUNTERPARTS

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38. SURVIVAL

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

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

ZIONS PUBLIC FINANCE

By _____

By _____

UTAH TRANSIT AUTHORITY:

Carolyn M. Gonot
Executive Director

William Greene
Chief Financial Officer

Mike Bell
Assistant Attorney General

EXHIBIT A

A. SCOPE OF WORK

The scope of the work contemplated includes, but is not limited to, the following:

1. Assist and make recommendations on all aspects of financings including, but not limited to the following: method of sale, timing of sale, economic considerations, market conditions, lien structure (senior vs subordinate), tax exempt vs taxable financings, maturity structures, interest rates (including fixed vs variable rate financings), current interest vs capital appreciation bonds, redemption provisions, financial and non-financial covenants, debt service requirements, evaluation of bond pricing, use and evaluation of syndicate structure and any retail selling group members, monitoring bond allocations, settlement and post-settlement analyses, and any other post-settlement service as may be reasonably requested.
2. For competitively sold transactions, the financial advisor will assist in the preparation of the official notice of sale and bidding provisions, independently evaluate and verify bids, verify the True Interest Cost calculations and conformance with bidding parameters, and recommend an award.
3. For negotiated transactions, the financial advisor will; (i) provide recommendations regarding syndicate liabilities, order priority, takedown designations, use of retail-only order periods, and the use and composition of retail-only selling groups; (ii) provide independent price guidance for each maturity across a range of couponing alternatives; (iii) analyze and recommend fair pricing levels based on UTA's historical pricing and the pricing of comparable credits in the then current municipal bond market; and (iv) coordinate the allocation and distribution of bonds among the members of the underwriting team.
4. Examine, evaluate, and recommend an overall financing plan that is expected to result in the lowest, risk-adjusted cost of borrowing to UTA over the life of the debt, and how that overall plan fits in UTA's 30-year Transit Development Plan.
5. Assist UTA in analyzing capital development requests from municipalities within its service district, by detailing capital costs, financing requirements, new revenue streams, shared liability and/or cost, etc.
6. Provide timely analysis and opinions for UTA staff and trustees of the UTA Board.
7. Prepare comprehensive schedules and agendas for finance team meetings, including analysis of the timing of the sale in light of competing supply, prevailing interest rates, investor demand, economic conditions, and other factors.
8. Participate in and assist in the organization of all finance team meetings and conference calls.

9. Prepare and maintain Cost of Issuance budgets on all debt issuances. Assist UTA as requested, on negotiating fees for services comprising COI budget.
10. Monitor and evaluate refunding opportunities with respect to outstanding UTA debt obligations, at least semi-annually, or more often, as requested, using nominal and present value analysis.
11. For refunding issues involving an escrow, assist with the submission of SLGS subscriptions and/or structure and procure open market securities for escrows on a security by security basis (as circumstances warrant). Develop a bid package for open market securities bidding, evaluate alternative call dates (as applicable), and coordinate the successful delivery of securities at closing.
12. Provide professional financial advisory services to UTA staff, regarding the issuance of all types of debt, including Sales Tax Revenue bonds, Grant Anticipation Notes, short term financings, capital leasing, etc.
13. Assist in the preparation, review and publication of the preliminary and final official statements and all other documents related to the marketing and issuance of securities.
14. Assist in the preparation and presentation of rating agency presentations, internet roadshows, and other presentations in conjunction with bond issuance.
15. Assist with the evaluation and selection of underwriters/investment bankers, credit facility providers, bond trustees, printing, escrow verification, verification agents, and other professional service providers, including preparation of requests for proposals, review and evaluation of those proposals and interviewing of respondents.
16. Assist UTA in the preparation and review of secondary market disclosure materials if requested.
17. Provide transaction summaries, outlining pricing performance, orders and allocations, market dynamics and other relevant issuance data, including a Final Numbers Report at the conclusion of each transaction.
18. Advise on arbitrage rebate, tax, and bond proceeds investments and other analyses and services related to current or prospective debt issuances, as requested.
19. Assist UTA with post-issuance compliance issues.
20. Perform such other functions normally contemplated to be the function of a full-service financial advisor.
21. Maintain the confidentiality of any nonpublic records provided to your firm pursuant to this agreement.

22. Provide copies of any and all work product produced pursuant to this assignment.
23. From time to time, you may be invited to meet at the offices of UTA to meet with staff, attend board committee meetings, and/or attend monthly board meetings. Please note that UTA will not provide reimbursement for travel related time and expenses needed to fulfill any on-site meetings.

EXHIBIT B

Submitted by: Zions Public Finance, Inc.

A. Indicate your proposed professional fees and expenses (in percentages) for a single transaction:

	\$0– \$50,000,000	\$50,000,001– \$100,000,000	\$100,000,001– \$200,000,000	\$200,000,001– \$300,000,000	\$300,000,001– \$400,000,000	\$400,000,001– \$500,000,000	>\$500,000,001
Sales Tax Revenue Bonds	0.15%, Minimum \$35,000	0.15%	0.125%	0.1%	0.075%	0.06%	0.05%
Sales Tax Refunding Bonds	0.15%, Minimum \$35,000	0.15%	0.125%	0.1%	0.075%	0.06%	0.05%
VDRN's	0.15%, Minimum \$35,000	0.15%	0.125%	0.1%	0.075%	0.06%	0.05%
Grant Anticipation Notes	0.1%, Minimum \$35,000	0.9%	0.8%	0.7%	0.06%	0.05%	0.03%
Lease Revenue Bonds or Other	0.15%, Minimum \$35,000	0.15%	0.125%	0.1%	0.075%	0.06%	0.05%

Preparation of Official Statements	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Preparation of Continuing Disclosure Memorandum	\$3,000 Annual Fee						
Work Outside Scope of RFP (Hourly Rate)	\$250/hour see scale below						

B. Indicate the discount (in percentage) you will take off of the above proposed professional fees and expense schedule for additional issues of the same type within three (3) months of each other.

20%, with the discount coming on the deal that would generate the lower fee amount.

C. Indicate the discount (in percentage) you will take off of the above proposed professional fees and expense schedule for additional issues of different type (i.e. sales tax revenue bond issue followed by lease revenue bond issue, or vice versa) within three (3) months of each other.

20%, with the discount coming on the deal that would generate the lower fee amount.

D. Detail other expenses your firm will charge in addition to the above fee that are not directly reimbursable.

None.

E. Explicitly itemize “directly reimbursable expenses” which may apply. How are these fees tracked?

Rating agency or investor meeting travel and expenses (if applicable), copies, conference calls. Actual costs are tracked on a “billables” sheet we are happy to share with the Authority.

In addition, Zions will often pay up front for deal-related expenses, and then have UTA pay for these through the costs of issuance budget and the Zions invoice. These are a direct pass through of a cost that could have been paid directly by UTA, but was paid for initially by Zions for convenience and simplicity. These may include CUSIPs, expenses related to net roadshows and electronic distribution of the POS, and fees associated with the Parity electronic bidding platform (for a competitive sale). Copies of invoices can be presented to UTA.

F. Is preparation of an Official Statement included as part of services provided? If not, indicate your fee to prepare an Official Statement.

Zions offers to prepare the preliminary and final official statements as part of the service we offer on any transaction for a fee of \$6,000. UTA is not required to use us for this service, and can have disclosure council prepare these documents if it so chooses. We believe that Zions’ work on these documents, at this fee, will save UTA \$10,000-\$15,000 per transaction.

G. Indicate your fee for producing UTA’s Annual Continuing Disclosure Memorandum, should you be asked to do so.

If asked to do so, Zions will produce UTA’s Annual Continuing Disclosure Memorandum at an annual fee of \$3,000. We hope that UTA recognizes the value of having our disclosure experts prepare this important annual document, including the burden and time commitment it removes from staff.

H. For work outside the scope of work of this RFP, please provide an indication of the fee schedule or the hourly fee you would propose for the individuals assigned.

Vice President and above – \$250.00 per hour
AVP or Analyst – \$175.00 per hour
Administrative Assistant – \$75.00 per hour



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Northern Utah County Double-Track Project Long-Lead Items (Stacy-Witbeck)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Authorize Executive Director to execute the Stacy and Witbeck contract and associated disbursements for the purchase of several long-lead items for the North Utah County Double-Track project in the amount of \$774,938.
BACKGROUND:	<p>The Utah State Legislature appropriated \$4 Million to the design and construction of a new Commuter Rail station at Vineyard. For this new station to function properly within the existing FrontRunner system, a “double-track” section of track is needed for approximately 1.8 miles to the north of the new station location. This double-track section would allow trains traveling in opposing directions to pass each other and stay on schedule. The Utah Department of Transportation (UDOT) is managing the construction contract with Stacy and Witbeck for construction of both the station and the double-track, however, UTA is funding the construction of the double-track.</p>
DISCUSSION:	<p>A portion of this double-tracking project involves placing a new #24 turnout that enables a train track to transition from a single track to a double track – basically a “Y” connector. These #24 turnouts are large and very complicated to construct. Because this new turnout is being placed on an existing system, the manufacturer must design and build this turnout precisely to the exact measurements taken to match UTA’s track layout. In addition to the turnout, a new signal system will need to be installed. This new signal system is very specific to UTA’s current track layout and signaling system. Again, this system will need to be designed and constructed to the exact measurements in order to function properly on UTA’s existing FrontRunner system.</p> <p>The turnout and signal materials have a long lead timeframe and delaying the procurement until after a full Notice-To-Proceed between UDOT and the contractor for project construction could delay the overall project completion timeframe, which is scheduled for August 2021. This contract between UTA and Stacy and Witbeck is to purchase the long lead time items to avoid delay of construction.</p>

CONTRACT SUMMARY:	Contractor Name: Stacy and Witbeck	Contract Number: 20-03393BM
	Base Contract Effective Dates: Dec 2020 – Dec 2021	Extended Contract Dates: N/A
	Total Amount Contract Value: \$774,938	
	Procurement Method: Sole Source – Firm Fixed Price	Funding Sources: UTA Local Funds
ALTERNATIVES:	Turnout and signal equipment would be ordered when the contractor is given full Notice-To-Proceed through UDOT, which will be approximately February 2021. Based on supply and availability, parts and equipment would not be expected to arrive until Summer 2021 and put the construction completion date of August 2021 in jeopardy.	
FISCAL IMPACT:	This project is included in UTA's approved 2020 Capital Budget	
ATTACHMENTS:	1) Stacy and Witbeck Contract	

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #20-03393BM

Long Lead Track and Signal Materials for the Vineyard Station Associated Track Project

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and STACY AND WITBECK, INC., a Construction company with business headquarters located in Alameda, California (the “Contractor”).

RECITALS

WHEREAS, on November 18, 2020, UTA received a proposal to provide a No 24 Power Turnout and signal equipment and (as applicable) all associated hardware and documentation (the “Goods and Services”) according to the terms, conditions and specifications attached in Exhibit A; and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in Exhibit A attached requirements; and

WHEREAS, the Contractor’s proposal submitted by the Contractor in response to the Exhibit A (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A.

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than **August 31, 2021**. This guaranteed completion date may be

extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit A. If Exhibit A does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. 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.

6. **LAWS AND REGULATIONS**

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

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

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit A. If Exhibit A does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming 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.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

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

termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the 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 consultants.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property 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.

12. **INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
 1. **Commercial General Liability – Occurrence Form** - Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000

- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: “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 the Contract.

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

The policy shall be endorsed to include the following additional insured language: “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

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for the Contract; for its 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.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an “A.M. Best” rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each

subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

h. 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.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any

copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

- a. 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 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. Consultant shall be solely responsible for making payments to subcontractors, 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 subcontractors.
- 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

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services

might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **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.

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for

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

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor 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 the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 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.
- 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:
 1. The date, circumstances, and source of the change; and
 2. 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 20 of this Contract.

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

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

Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.
- b. 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.

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Grey Turner, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 236-4761

27. **CONTRACT ADMINISTRATOR**

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

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
 Utah Transit Authority
 ATTN: Contracts Administrator
 669 West 200 South
 Salt Lake City, UT 84101
 bmotes@rideuta.com

If to Contractor:
 Randy Olmstead _____
 1958 West North Temple _____
 Salt Lake City, UT 84116 _____
 rolmstead@stacywitbeck.com

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

30. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's [SECOND LEVEL]/Contractor's [SECOND LEVEL]	Five calendar days
UTA's [THIRD LEVEL]/Contractor's [THIRD LEVEL]	Five calendar days

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

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

32. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES.

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

33. SEVERABILITY

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. AMENDMENTS

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

35. FORCE MAJEURE

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

36. NO THIRD PARTY BENEFICIARIES

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

38. 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.

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. 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.

41. 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. 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 subcontractors utilized in the performance of the Work at any tier.

42. SALES TAX EXEMPT

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

43. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

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

UTAH TRANSIT AUTHORITY:

By _____
Name _____
Title _____

By _____
Name _____
Title _____

CONTRACTOR:

By  _____
Name Keith Tarkalson
Title Area Manager

By _____
Name _____
Title _____

By _____

Name _____

Title _____

UTA Legal Counsel

Exhibit A
Requirements for: Long Lead Material Purchase for Vineyard Station
And Associated Double Track

(on pages 18-36 below)

Stacy and Witbeck

November 18, 2020

Mr. Grey Turner
Senior Program Manager
Engineering & Project Development

Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Subject: Vineyard Station Project Early Procurement Proposal

Dear Mr. Turner:

We are requesting an early material procurement package for the Vineyard Project. These materials have a long lead timeframe and delaying the procurement until after a full NTP with UDOT will delay the overall project completion timeline.

The total price for this material is \$774,938.00, attached please find our quotes and pricing for this material.

Summary of Early Procurement Items included in the proposal:

1. Track and Turnout Materials **\$346,148**
This item includes the Nortrak #24 Track Turnout, with all required spare parts, and the compromise rails to transition from 115 RE to 136 RE rail.
2. ALSTOM Signal System Material **\$329,875**
This item includes the specific signal and systems material listed on the attached RMSS letter and supplied ALSTOM quote, it does not include any ALSTOM design work.
3. Mobilization (Bond and Insurance) **\$ 15,886**
This item is bond and insurance costs only
4. Overhead & Profit **\$ 83,029**
This includes the overhead and profit on this early material only. Overhead and profit is exclusive to this procurement only and agreed to in good faith to ensure timely receipt of materials.

Clarifications:

- The materials are based on the UDOT Vineyard Station Project plans and specifications
 - UDOT Project ID S-R399(283) PIN 16790
- This is the same material and pricing provided to UDOT in October 2020 for the Vineyard

Project.

- Proposal is for the material purchase and delivery to jobsite only. Onsite handling and installation costs are not covered in this proposal.
- The spare parts for the #24 turnout will be delivered to the UTA Beck Street yard for UTA to unload and store.

1958 West North Temple St.
Salt Lake City, UT 84116
t: 801-666-7840 f: 801-432-7489

Stacy and Witbeck

- These permanent materials are quoted with no sales tax. SWI assumes a tax-exempt certification will be provided.
- Project has no Buy America Requirements.
- No Risk percentage or Risk dollar amount has been added
- No Engineering or Project Management time for RMSS or Stacy and Witbeck has been included in this pricing for shop drawing or submittal review. Depending on when this review occurs, the respective time will be billed to the Pre-Construction Service Contract or will be a part of the overall Construction Contract.
- No Laydown Inspection or site visit costs have been included, QC and inspections are a part of the main Construction Contract.

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Randy Olmstead
Project Manager



1958 West North Temple St.
Salt Lake City, UT 84116
t: 801-666-7840 f: 801-432-7489

HCSS Proposal Summary

11/18/2020 9:28

20-115R5EP UDOT 16790-Vineyard OPCC-2 Early Procure
 *** Moran, Mike, MM **BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
					D1 - Mobilization \$15,886.00
100	MOBILIZATION (BOND & INSURANCE)	1.000	LS	15,886.00	15,886.00
					D7 - Track \$346,148.00
300	#24 POWER-OPERATED TRACK TURNOUT- PRO	1.000	EA	265,170.00	265,170.00
310	#24 POWER-OPERATED TRACK TURNOUT- SPA	1.000	LS	73,376.00	73,376.00
320	COMPROMISE RAILS 115 TO 136- PROCURE	6.000	EA	1,267.00	7,602.00
					D8 - Systems \$329,875.00
200	UTA TRAIN CONTROL / SIGNAL SYSTEM- EARL	1.000	LS	329,875.00	329,875.00
					OVERHEAD & PROFIT \$83,029.00
400	OVERHEAD & PROFIT	1.000	LS	83,029.00	83,029.00
					Bid Total =====> \$774,938.00

Nortrak #24 Turnout and Parts - Quote

voestalpine Railway Systems Nortrak Inc.

1455 NW Leary Way
Suite 400
2) Seattle, WA 98107
T. 206-255-4134
www.voestalpine.com/nortrak

Date: September 9, 2020

Customer: Stacy & Witbeck

Contact: Mike Moran

Email: mmoran@stacywitbeck.com

Phone:

Sales Contact: Linnea Frary

Quote No: LF2021-018

Email: Linnea.frary@voestalpine.com

Project: UTA Vineyard Turnout

Phone: 206-255-4134

Dear Mike,

Please find below our pricing for the materials needed for the Vineyard project. If you have any questions please let me know.

	Qty	Description	Unit Price	Ext Price
# 24 TO	1 Each	Turnout 24 RH 136RE WSM Insulated Concrete Power #24 - 136RE WSM Spring Frog RH Concrete Ties with HST Tangential Geometry Switch Machine on Turnout Side Alstom 5F Per Nortrak Drawing A10-60705	\$265,170.00	\$265,170.00
Comp/Transition Rails	6 Each	3LH/3RH Transition Rail 136RE New to 115RE New 24'0" Long per UPRR 0947B Per Nortrak Drawing L32-01520/21	\$1,267.00	\$7,602.00
	4 Each	115RE Insulated Joint Plug Rail 115RE 200 per UPRR 0960S Item Number 553-1040	\$2,577.00	\$10,308.00
		115RE Insulated Joint Plug Rail 115RE 400 per UPRR		
	4 Each	0960S Item Number 553-1094	\$3,236.00	\$12,944.00
# 24 TO Spare Parts	1 Each	RH 136RE WSM Spare No 24 WSM Frog Maintenance Length 25" longer toe and heel length	\$45,622.00	\$45,622.00
	1 Pair	136RE Spare Pair Stock Rails for RH No 24 TO Maintenance Length	\$8,004.00	\$8,004.00
	1 Pair	136RE Spare Pair Switch Points for RH No 24 TO Maintenance Length	\$19,750.00	\$19,750.00

CONDITIONS OF ACCEPTANCE:

Total \$ 346,148

1. Quotation Term:

- 1.1 Pricing given in this quotation is firm for 90 days.
- 1.2 This quote may not meet Buy America compliant.
- 1.3 Quote is based on agreed upon master MPA agreement between Nortrak and Stacy & Witbeck.
- 1.4 Pricing is based on scope of work being ordered. If quantities or items change then price and lead time are subject to change.
- 1.5 Price does not include the cost of a supply bond. If a supply bond is needed then we can obtain one at the expense of the customer. We do not issue payment bonds.

2. Payment Terms:



Nortrak #24 Turnout and Parts - Quote (cont)

September 9, 2020
Page 2 of 2

2.1 Net 30 days from receipt of Invoice. Subject to credit approval at time of order.

3. Taxes:

3.1 Price quoted **does not** include any taxes, but can be added at time of invoicing at the current rate.

4. Delivery:

4.1 Lead time: 7 months from receipt of order. Provided order is received by November 1, 2020. Turnout can be ready for inspection and delivery by June 1, 2021

4.2 Final delivery will be confirmed at time order is placed.

5. Freight:

5.1. Freight is FOB Salt Lake City, UT. Unloading is not included.

6. Specifications:

6.1 Turnout will be provided as shown on Nortrak drawing A10-60706. Switch Machine location will be changed to turnout side and to accommodate an Alstom 5F. No other changes will be made. If design changes from what is show, pricing and lead time will be impacted.

6.2 All spare parts will be provided per installation design and extended for maintenance length.

6.3 Turnout is a proven design supplied to SCRRA.

7. Inspections:

7.1 Nortrak is not hiring any 3rd party testing agencies or inspectors. All QA will be per Nortrak's current Quality Assurance manual and practice using internal certified employees.

7.2 Turnout will be assembled at Nortrak's plant in Cheyenne, WY for inspection. Cost to attend the inspection is not included.

We appreciate the opportunity to bid on this project. If you have any questions or need more information please give me a call.

Sincerely:

voestalpine Railway Systems Nortrak Inc.



Linnea L. Frary
Senior Sales Manager – Western US

LLF:fl

Enc: Nortrak Terms & Conditions

A10-60705

2

Progress Rail #24 Turnout and Parts - Quote
****NOT Selected for Project**



Company Address 1600 Progress Dr.
 Albertville, Alabama 35950
 United States

Quote Information

Quote Number	00057395	Prepared By	Patrick Juelich
Opportunity Name	UTA - Vineyard Station / UTA FrontRunner	Email	pjuelich@progressrail.com
Created Date	9/10/2020		
	Stacy and Witbeck		
	Mike		
	Moran (801)		
Account Contact Name	390-0824		
Phone	mmoran@stacywitbeck.com		
Email			

Quote Line Items

QTY	U/M	Line Description	Alt. Price	Sales Price	Total Price
330.00	NT	Rail, New, 115# STD, 78-80" w/ 10% Shorts, ends blank, Shipped by Long Length Truck via Transload in SLC Note: \$.75/NT per month for storage at transload after first 30 days. Delivery is M-F Weather Permitting	USD 0.00	USD 890.00	USD 293,700.00
1.00	EA	#24 136RE RBM SPRING FROG INSULATED TURNOUT PRE-PLATED ON CONCRETE TIES WITH HOLLOW STEEL BEARERS *BNSF/UP SPEC	USD 0.00	USD 345,000.00	USD 345,000.00
1.00	EA	ALTERNATE... #24 136RE STANDARD RBM FROG INSULATED TURNOUT PRE-PLATED ON CONCRETE TIES WITH HOLLOW STEEL BEARERS *BNSF/UP SPEC	USD 0.00	USD 366,075.00	USD 366,075.00
3.00	PR	Compromise Transition Rails 136 RE New to 115 RE New- 24 FT (per UPRR 0947B)	USD 0.00	USD 3,765.00	USD 11,295.00
1.00	EA	Spare Parts- No. 24 RH RBM Spring Frog, Maintenance Length. Include 25-inch longer heel length and 25-inch longer toe length- Deliver to UTA's Beck Street Yard in Salt Lake City, UT.	USD 0.00	USD 36,755.00	USD 36,755.00
1.00	EA	Spare Parts- No. 24 RH Stock Rail Set- Maintenance Length- Deliver to UTA's Beck Street Yard in Salt Lake City, UT	USD 0.00	USD 6,560.00	USD 6,560.00
1.00	EA	Spare Parts- No. 24 RH Point Rail Set- Maintenance Length- Deliver to UTA's Beck Street Yard in Salt Lake City, UT	USD 0.00	USD 14,345.00	USD 14,345.00

Grand Total USD 707,655.00

Shipping Information and Notes

Shipping Shipping point with freight allowed.
Info. Pricing does not include for any increases due to tariffs on steel and aluminum imports imposed by the US Government.
* These will be assessed if tariffs are applied and prices adjusted accordingly.

Terms and Conditions

FOB Origin – Prepay
Payment Net 30
Terms - Sales tax is not included.
Remarks - Pricing and Deliveries are subject to change at the time of order placement.
- Quote is based upon the above quantity and specifications. Any changes may affect pricing.
- Freight rates are based on time of quotation and are subject to change at time of order placement and at time of

Progress Rail #24 Turnout and Parts - Quote (Cont)

shipment.

- Acceptance of an order is governed by the Progress Rail Services Sales Order Terms And Conditions which are attached to this quote.

Quote Acceptance Information

Signature: _____

Title: _____

Name: _____

Date: _____

Terms and Conditions

Effective as of July 1, 2014

PROGRESS RAIL SERVICES SALES ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. These terms and conditions apply to all sales by Progress Rail Services Corporation or one of its affiliates stated in any related sales order or invoice ("Seller") issued or approved by such Seller. This is an offer to sell to Buyer by Seller. Seller may revoke this offer at any point up to, an including, acceptance of the goods or services by Buyer. BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO THESE TERMS AND CONDITIONS AND ANY PRINTED ON SELLER'S SALES ORDER OR INVOICE. NO TERMS OR CONDITIONS ISSUED BY BUYER ARE BINDING ON SELLER AND SELLER REJECTS ANY SUCH TERMS OR CONDITIONS, UNLESS SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. ACCEPTANCE OF THESE TERMS SHALL BE EVIDENCED BY BUYER'S ACCEPTANCE OF GOODS OR SERVICES OR UPON BEGINNING OF PERFORMANCE BY SELLER.

2. PURCHASE PRICE. The purchase price of the goods or services shall be as stated on Seller's sales order or invoice (together with these terms and conditions, the "Agreement"); provided however, that if Seller announces a general price increase, the purchase price shall be revised to include the price increase unless the goods are scheduled for shipment or services are to be performed within thirty days of the price increase.

3. LIMITED WARRANTIES. Seller warrants that the goods and services sold to Buyer through this Agreement will comply with agreed upon specifications when performed. Seller warrants only its services and does not warrant any goods supplied in performance of the services. However, Seller may assign to Buyer, at Buyer's request and to the extent they are assignable, warranties applicable to goods or services provided by third parties and supplied by Seller in performance of the services. The warranties in this Agreement are void and shall not apply if in the reasonable judgment of Seller, items on which services have been performed or goods supplied in performance of the services, have been damaged by improper application, abuse or neglect, improper maintenance or repair, subjected to inappropriate environmental or operational conditions or services by third parties without prior written authorization from Seller. SELLER MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY RELATED TO PERFORMANCE OR TO THE SUITABILITY OF BUYER FURNISHED DESIGNS, MODIFICATIONS OR SPECIFICATIONS.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to: (1) the assignable warranties referenced above with respect to goods; (2) re-performance of services; or (3) allowance of a credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any goods sold or required to be sold, or services performed or required to be performed shall NOT in any case exceed the

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. If Buyer fails to comply with any provision of the Agreement or fails to make payments pursuant to the Agreement or any other agreement between Buyer and Seller, Seller may at its option defer shipments or performance or, without waiving any other rights it may have, terminate this Agreement without liability. All offers shall be subject to the approval of Seller's credit department. Seller reserves the right before making any delivery, or providing any service, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this Agreement. A late charge of 1½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. CLAIMS BY BUYER. Buyer shall thoroughly inspect goods and services sold under this Agreement immediately upon receipt to verify that the such goods and services conform to the specifications of the Agreement. Buyer must notify Seller of claims for failure or delay in delivery within ten (10) days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods or services within ten (10) days after receipt or any claim related to such goods or services shall be waived. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the goods or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.

10. PERMISSIBLE VARIATIONS. The goods sold hereunder shall be subject to standard manufacturing variations, tolerances and classifications of the Seller and in the industry.

11. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the goods or services it is purchasing under this Agreement meet all design and specification requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller.

12. TAXES. No tax imposed in respect of the sale of the goods or services sold hereunder is included. Any such tax shall be added to, and paid by Buyer as part of, the purchase price.

13. INDEMNITY. To the fullest extent allowable by law, Buyer shall defend, indemnify and hold harmless the Seller and its officers, directors, employees, agents, representatives and affiliates from any and all loss, liability, claim, cause of action, cost, judgment, or damages, including reasonable

Progress Rail #24 Turnout and Parts - Quote (Cont)

purchase price paid by Buyer for such goods or services. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR FOR EXEMPLARY, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER THE CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, AND IRRESPECTIVE IF SELLER WAS ADVISED OR AWARE THAT SUCH DAMAGES WERE POSSIBLE OR LIKELY. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY OF GOODS OR SERVICES SHALL BE LIMITED AS SET FORTH HEREIN. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE ACCEPTANCE OF THE GOODS OR SERVICES SOLD HEREBY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

attorney fees for any personal injury, death, property damage, or economic loss of any sort, related to any act or omission of the Buyer or use or abuse of the goods by the Buyer or any third party receiving, using or abusing the goods after

5. FORCE MAJEURE. In addition to all other limitations stated herein, Seller shall be excused for any failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is due to a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, act of God, accident, trade sanction, embargo, act of war, terrorism or threats of same; condition caused by national emergency, new or changed law; failure of suppliers to deliver or meet requirements; casualties or breakdown of or damage to plants, equipment, or facilities of Seller, any component manufacturer, repair facility, or their respective suppliers; breakdown in transportation services; any other act or cause which is unpredictable and cannot be reasonably avoided; and any act or cause which is beyond the reasonable control of Seller, whether similar to or different from the causes above enumerated, and whether affecting Seller or its agents, subcontractors, or suppliers, for as long as such circumstances prevail. Seller will undertake, as soon as practicable, to notify Buyer of any actual or anticipated failure or delay, and Buyer will use its commercially reasonable efforts to mitigate any force majeure event and its consequences on performance hereunder. The parties shall remain liable for those obligations under this Agreement not affected by the force majeure event; provided however, that in the case of a U.S. sanction, embargo, or other trade order or rule that would prohibit or otherwise render Seller's performance under this Agreement impracticable, Seller shall be excused from the performance of any remaining obligations under this Agreement and this Agreement terminated, without cost or liability, upon written notice by Seller.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OF WARRANTIES AND REMEDIES. In order to protect Seller against claims by any purchaser from Buyer, if Buyer resells any of the goods or services purchased under this Agreement, Buyer shall include the language contained in paragraphs 3 and 4 of these Sales Order Terms and Conditions, dealing with Seller's warranties and limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer. Buyer shall also include a provision in its agreement with its buyer applying Alabama law to any claims its buyer might assert against Seller with respect to goods or services provided by Seller, and requiring its buyer to bring any such action against Seller either in the state or federal courts serving Marshall County, in Alabama. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph. The provisions of this paragraph shall survive the acceptance of the goods or services sold hereby or the termination of this Agreement for any reason.

7. SHIPMENT/PASSAGE OF TITLE. All goods shall be shipped FCA Seller's facility (Incoterms® 2010). Title to the goods sold hereunder shall pass to Buyer upon delivery to the carrier at the point of shipment. Without Seller's prior, written permission, neither Buyer nor Buyer's consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading. Seller reserves the right to select the mode of transportation.

Progress Rail #24 Turnout and Parts - Quote (Cont)

Buyer's receipt, without regard to whether any loss is based upon breach of contract, breach of warranty, negligence, strict liability, or other tort or contract theory or cause of action.

14. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

15. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for breach of this Agreement, including any action for breach of warranty, or otherwise in connection with the goods or services sold under this Agreement, must be commenced by Buyer against Seller within one year after the cause of action accrues.

16. SEVERABILITY. In case any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. APPLICABLE LAW. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama. Buyer and Seller, each as part of the consideration hereof, agree to the exclusive venue and jurisdiction of, and specifically agree that any legal action brought relating to this Agreement or goods or services provided will be brought and tried exclusively in the state or federal courts serving Marshall County, Alabama.

18. COMPLIANCE WITH LAWS. Buyer understands and agrees that goods and services sold by Seller, and any software, parts and components contained therein, along with any related manuals, materials, information or data, including but not limited to any parts, support or services provided by Seller (collectively, the "Product and Services"), as well as performance by the parties under this Agreement, are subject to laws, rules, regulations, directives, ordinances, orders, or statutes (the "Laws") of the United States and may be subject to the Laws of other, applicable countries (including, without limitation, Russia). Buyer agrees to comply with such Laws, as applicable, which may include but are not limited to, the U.S. Foreign Corrupt Practices Act, UK Bribery Act, anti-bribery Laws of other countries, U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and Laws administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State. Buyer agrees to cooperate with Seller to ensure compliance with the Laws when engaging in activities related to Buyer's performance of obligations under this Agreement and further agrees to indemnify, defend, and hold harmless Buyer, Buyer's direct and indirect parent entities and affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns, against demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to Buyer's obligations under this paragraph. In the event of an enforcement action against Buyer relating to Buyer's non-compliance with the Laws that reasonably relate to Buyer's performance under this Agreement, Buyer shall provide to Seller written notice of such enforcement action prior to publication or disclosure of such enforcement action, and in no event later than ten (10) business days following such enforcement action. Notwithstanding the foregoing, Buyer agrees not to export, reexport, transmit or otherwise transfer the goods or services, whether directly or indirectly: (i) to any person or entity listed or otherwise designated as a blocked, prohibited or trade restricted person or party by the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State; (ii) for any purpose or use prohibited by the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation, or (iii) to any destination or transit point subject to trade prohibitions by the U.S. government, as may be amended from time to time, such as the prohibition against transactions or trade with Iran or the Government of Iran.



RMSS Quote on ALSTOM Signal System Materials

October 12, 2020

RMSS-SWI-003

Mr. Mike Moran
Stacy and Witbeck, Inc.
1958 West North Temple
Salt Lake City, UT 84116

Subject: UDOT/UTA Vineyard Commuter Rail Station – Early Procurement Material Unit
Price Breakdown

Reference: RMSS Construction Phase proposal RMSS-SWI-002, dated September 10, 2020

Mike,

Rocky Mountain Systems Services (RMSS) is providing a breakdown of the early procurement bid item contained in the above referenced full proposal, per SWI request. Please refer to the attached table of unit prices.

If you need any additional information, we are available to discuss this information at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Meservey", is written over a white background.

Dan Meservey
Rocky Mountain Systems Services

Attachment

Copy: Randy Olmstead - SWI
Craig Wilson – RMSS
Jeff Willcox – RMSS

RMSS Quote on ALSTOM Signal System Materials (Cont)



Attachment A

P/N	Description	Qty	Unit Price	Line Sum
59681-004-02	14-Way Terminal Block B1 space mountable	5	138.39	691.96
47508-200-00	2 Way 2 3/8" AAR Terminal Block	1	36.82	36.82
56001-787-05	ALSTOM B1 Vital Relay (VRD)	1	1,886.70	1,886.70
56001-922-07	500 Ohm General Purpose Relay	5	1,424.55	7,122.73
56001-961-01	DC Track Relay	2	2,051.75	4,103.50
56001-926-01	Switch Transfer Relay	2	1,424.55	2,849.09
31038-823-02	iVPI 9U 21 Slot Chassis with pwr Isolation	1	10,423.81	10,423.81
31166-427-01	iVPI Board Assembly VSP	1	11,407.79	11,407.79
31166-428-01	iVPI Board Assembly NVSP	1	5,674.06	5,674.06
31166-429-04	iVPI Board Assembly DI	1	3,014.15	3,014.15
31166-433-01	iVPI Board Assembly DBO	1	8,267.95	8,267.95
31166-434-01	iVPI Board Assembly GTP	4	9,948.97	39,795.86
31166-459-01	iVPI Board Assembly CRG	3	12,683.79	38,051.37
31166-431-01	iVPI Board Assembly LDO	2	7,560.76	15,121.51
42560-110-01	B1 mounting plate	1	252.66	252.66
00331-021-01	Cab Signal Module 100 HZ	9	10,708.22	96,373.94
31166-462-02	Genrakode B2 Filter Board	6	3,763.24	22,579.43
250400-060B	AFTAC II FM Overlay Trancever - (GE# - 225756-00A, 227118-009, 226354-203, 227049-212)	1	6,534.88	6,534.88
250400-061B	AFTAC II FM Overlay Trancever - (GE# - 225756-00A, 227118-011, 226354-204, 227049-214)	1	6,534.88	6,534.88
250400-063B	AFTAC II FM Overlay Trancever - (GE# - 225756-00A, 227118-002, 226354-205, 227049-216)	1	6,534.88	6,534.88

250787-000	Surge Protector used with AFTAC II FM Overlay	3	234.88	704.65
800-003510-000	2TC	1	751.63	751.63
18006-001-00	Junction Box Pedestal	1	1,406.77	1,406.77
52918-009-02	Box Comp (Junction Box)	1	1,727.99	1,727.99
54529-015-16	Switch Machine, Model 5F RIGHT HAND	1	38,025.97	38,025.97
TOTAL			\$ 329,875.00	

**UDOT/UTA Vineyard Commuter Rail Station – Early Procurement Material Unit Price
Breakdown**



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Office

BOARD MEETING DATE: December 16, 2020

SUBJECT:		Utility Relocation Master Agreement for Ogden-WSU Bus Rapid Transit Project (Century Link)
AGENDA ITEM TYPE:	Expense Contract	
RECOMMENDATION:	Approve and authorize the Executive Director to execute the Master Utility Agreement with Century Link for the relocations of their utilities on the Ogden-WSU BRT Project, with a cost not to exceed \$300,000.	
BACKGROUND:	The Ogden-WSU BRT project is coming close to the start of construction. Final design is complete and all necessary utility relocations have been identified. Typically, companies prefer to handle relocation of their utilities themselves, and this agreement solidifies Century Link’s commitment to relocate 17 of their utilities along the project corridor in coordination with reimbursement from UTA.	
DISCUSSION:	This agreement generally identifies the utility relocations and outlines how UTA and Century Link will work together. This Master Agreement is to satisfy a FTA requirement for executions of critical third party agreements in order to receive a federal grant, because UTA has no choice but to work with utility companies and they often delay critical construction work if these items are not agreed to ahead of time. There will be separate agreements for each individual relocation with more detail including schedule, cost, and design specifications. The total of those agreements is not to exceed \$300K.	
CONTRACT SUMMARY:	Contractor Name: Century Link	Contract Number: 20-P00028
	Base Contract Effective Dates: December 2020	Extended Contract Dates: NA
	Existing Contract Value: NA	Amendment Amount: NA

	New/Total Amount Contract Value: Not to Exceed \$300,000	
	Procurement Method: NA	Funding Sources: Local Funding/Small Starts Grant
ALTERNATIVES:	UTA has made every effort to avoid utilities where possible, but UTA has no other choice but to cooperate with utility companies on relocating their utilities on our projects. It is not possible to leave these utilities in place when constructing the project.	
FISCAL IMPACT:	The cost for these relocations is included in the approved Ogden-WSU BRT Capital budget.	
ATTACHMENTS:	1) Agreement	

PROJECT MASTER UTILITY RELOCATION AGREEMENT

This Project Master Utility Relocation Agreement (“Agreement”) is hereby entered into this 12th day of August, 2020 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“UTA”), and Qwest Corporation d/b/a CenturyLink QC, a Colorado company (the “Company”). UTA and the Company are hereafter collectively referred to as the “parties” and either may be referred to individually as a “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the Company owns and operates certain utility facilities (which, together with any related improvements, are hereafter collectively referred to as the “Facilities”) located in, under, over or along the planned Ogden-WSU Bus Rapid Transit corridor or other public rights-of-way in Ogden, Utah, generally in accordance with the alignment depicted in the attached Exhibit “A” (the “BRT Corridor”);

WHEREAS, UTA, in conjunction with the City of Ogden and Weber State University (WSU), is preparing to construct certain facilities and infrastructure to facilitate the BRT Corridor, and complete certain additional road work (collectively the “Project”) along the BRT Corridor; and

WHEREAS, the preliminary design for the Project has identified potential conflicts between the Project and the Facilities, which conflicts will require the Facilities to be relocated and/or protected in place;

WHEREAS, for the purpose of expediting any required Utility Work and reimbursement, UTA and the Company desire to enter into this Agreement with the understanding that future Supplements to this Agreement will be entered into to detail specific utility work to be accomplished by the Company and UTA at specific Project locations;

WHEREAS, the Company has agreed to perform all design, construction, inspection and other work reasonably required in connection with the relocation and/or protection of the Facilities as contemplated in this Agreement (such design, construction, inspection and other work are hereafter collectively referred to as the “Work”); and

WHEREAS, the parties will allocate cost responsibility for the Work as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in accordance with the foregoing Recitals, which are incorporated into this Agreement 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. Company to Hold Preconstruction Meetings. The Company, as early as Project design progress allows, will schedule and attend a meeting with UTA and UTA's contractor for the Project (the "Contractor") to review design development, construction estimates, proposed cost allocations and scheduling for the Work.

2. Company and Contractor Coordination. The Company and UTA shall consult in good faith in order to decide whether the Contractor, through acceptable minor changes to the Project design, can avoid conflicts with the Company's Facilities. The Company, the Contractor and UTA shall negotiate in good faith to determine the appropriate and mutually acceptable Project strategy for each potentially impacted Facility. Work necessary for the Project shall be included in accordance with the provisions of 23 C.F.R. §645, subpart A (2012).

3. Company to Design and Construct Utility Work. The Company, with its regular engineering and construction forces, or through qualified contractors selected pursuant to a competitive process, shall perform the necessary field and office engineering, shall furnish all materials, and shall perform the construction services (including inspection, testing and acceptance) included as part of the Work. Such Work, or portions thereof, may be performed by the Contractor, or by another contractor selected and engaged by UTA, but only if the Company consents to such an arrangement.

4. Design Reviews. Upon completion of initial design by the Company, UTA, the Contractor and the Company shall review and reach consensus regarding the final design for the Work. UTA must approve final design plans related to the Work prior to the commencement of construction. Upon approval, UTA shall issue to the Company a notice to proceed with construction.

5. Company to Notify UTA and the Contractor Before Beginning Construction. The Company shall notify UTA and the Contractor in writing at least forty-eight (48) hours in advance of initiating construction under this Agreement. In addition to the initial construction notice, the Company shall provide to UTA and the Contractor, on a daily basis, subsequent notifications of when and where the Company will be performing portions of the Work. Subsequent notifications can be informal. At its election, UTA and UDOT shall be permitted to observe the performance of all construction.

6. Company to Perform Work Consistent With Project Schedule. The parties hereby acknowledge the importance of completing the Work in a manner consistent with the overall schedule for the Project. Accordingly, the parties shall coordinate and agree upon a schedule for the design, construction and final completion of the Work, including any betterment or enhancement work to be performed by the Company in conjunction with the Work. The schedule shall be agreed upon during the preconstruction meetings. The parties shall execute a written acknowledgement of the approved schedule which shall, upon execution, be incorporated into and made a part of this Agreement by reference. The Company agrees to use its best efforts to complete all Work in accordance with the agreed upon schedule provided, however, that Company shall have its time to complete Work extended commensurately with delays caused by UDOT, UTA,

WSU, third parties not affiliated with Company, lack of materials, weather, labor strikes, terrorists acts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, fires, acts of God, lack of materials, provided that Company did not contribute either directly or indirectly to the causes of delay described above in any manner including but not limited to inadequate planning, insufficient subcontractor management or inadequate project control and were not within the control of the Company. .The Company shall immediately notify UTA’s utility coordinator of any discovery of an occurrence or unforeseen circumstances that would prevent the Company from completing its Work according to the time schedule provided.

7. Standard of Care. The Company shall be solely responsible for the performance of all Work. The Company (including its contractors, consultants and other agents) shall perform all Work in a good and workmanlike manner and in conformance with all applicable federal, state and local laws and regulations. The Company shall comply with UDOT’s 2012 Standard Specifications for Road and Bridge Construction and Utah Administrative Code R930-7.

8. Allocation of Responsibility for Relocation Costs. The parties shall allocate responsibility for the costs of performing the Work utilizing the following criteria (such criteria to be used to create the Company’s budget for costs to be reimbursed by UTA):

(a) Except as otherwise provided in Sections 8(b) and 8(c) of this Agreement, UTA shall reimburse the Company for all actual allowable, allocable and reasonable costs incurred in the performance of the Work. The costs payable by UTA under this Agreement may include overhead and administrative charges, but shall not include any profit on work performed by the Company’s own forces. During the preconstruction meetings, UTA and the Company shall meet in good faith to establish a budget setting forth the maximum amount of reimbursement-eligible costs which may be incurred by the Company. Any additional Work required and agreed upon pursuant to a Supplement hereto shall be established in the same fashion. In the event that changes to the approved budget for reimbursable costs, whether by Supplement or otherwise, become reasonably necessary, any such changes shall be only by a Supplement, in writing, executed by both parties.

(b) The parties intend that the scope of UTA’s reimbursement obligations under this Agreement shall be limited to only that portion of the Work necessary: (i) to permit the continued use, operation and maintenance of the Facilities in compliance with applicable laws, regulations, industry standards and commercially reasonable practices; and (ii) to preserve the current functionality and utility of the Facilities , including, where required, replacement of fiber optic cable from splice point to splice point. Betterment will be borne by the Company except to the extent the cost of such betterment is required to be borne by UTA under 23 C.F.R. 645.117(h).

(c) The parties intend that the scope of UTA’s reimbursement obligations under this Agreement shall be limited to only that portion of the Work necessary to construct the Project improvements in accordance with the clearance standards and other design requirements set forth in UTA’s most recent BRT Design Criteria Manual, and UDOT requirements described in paragraph 7 above.

(e) The Company shall submit itemized bills covering its actual costs incurred for performing the Work to UTA's utility coordinator. Itemized bills shall bear the Project and Supplement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, within six months following completion of the Work by the Company on the Project. The Company shall not be required to include proprietary information, such as employees names, pay structure and identification numbers or any such information of their contractors; but, may use codes for those expenses which could be found in company records for any later reviews. Otherwise, previous payments to the Company may be considered final, except as agreed to between the parties in advance. UTA will reimburse the Company within sixty (60) days after receipt of the billings, but only for those items complying fully with the provisions of 23 C.F.R. § 645, subpart A (2012). Failure on the part of the Company to submit the billings within six (6) months' time of completion of Work may result in UTA's disallowance of that portion of Work reimbursement.

(f) In accordance with 23 C.F.R. § 645.117, all materials from Company's existing Facilities, which are recovered and determined by Company to be in suitable condition for reuse by the Company and not reused on the Project, shall be credited to the cost of the Project at current stock prices. If the materials are not suitable for reuse, and if UTA desires, such material shall become the property of UTA. Additional Work Scope. Utility conflicts will be identified and may be discovered after the execution of this Agreement. The parties agree that the scope of the Work shall be outlined in a Supplement or Supplements to this Agreement to identify the Facilities and Work to be included within the scope of this Agreement.

9. Company to Submit Invoices for Reimbursable Work. The Company shall submit to UTA invoices for the actual costs of Work subject to UTA reimbursement under this Agreement, together with supporting documentation. Total cumulative invoices submitted under this Agreement shall not exceed \$300,000. The invoices and supporting documentation shall be submitted to:

Ogden-WSU BRT Project
Utilities Coordinator
669 West 200 South
Salt Lake City, Utah 84101

10. Federal Requirement/Buy-America. Company agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, to the extent applicable, which provide (with certain exceptions) that steel, iron, and manufactured products used in FTA-funded projects are produced in the United States. Company agrees to deliver to UTA upon request for Supplements providing Company complete reimbursement of its costs for Work, concurrently with execution hereof, a signed Buy America Certificate in the form attached hereto as Exhibit "B".

11. Audit. The Company shall keep detailed and complete records verifying all costs for which the Company seeks reimbursement pursuant to this Agreement and supporting the Company's billings. Within 3 months of completion of the Project, UTA and the Company shall

reconcile the payments made to the Company under this Agreement to confirm that such payments were made in compliance with the cost allocation formula set forth in Section 8 of this Agreement. Each party agrees to, for a period of 6 months following completion of the Work, make any payment adjustment required as the result of the reconciliation performed. UTA and UDOT shall have the right, upon reasonable notice, to audit all cost records and accounts of the Company pertaining to the Project for purposes of verifying the costs for which the Company seeks reimbursement. Should this audit disclose that the Company has been underpaid, the Company will be reimbursed by UTA after submission of an additional billing to cover the underpayment. Should this audit disclose that the Company has been overpaid, the Company will reimburse UTA in the amount of the overpayment. For purposes of this Section, the Company is required to maintain cost records regarding the Work for which the Company seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UTA.

12. Company Liaison. The Company shall designate a project manager, who will be the Company's liaison with respect to the matters covered by this Agreement. The Company's project manager shall interface with UTA's utilities coordinator for the Project regarding the matters described in this Agreement.

13. Right of Way. Any easements or replacement right of way required in connection with the Work will be acquired by UTA in accordance with appropriate federal and state law.

14. Supplements to Agreement. UTA and the Company shall enter into Supplements to this Agreement, as appropriate, to cover portions or all of the Work, at specific Project locations. Each Supplement will include a description and location of the Work, an estimate of the cost, and any proposed betterments. A copy of the form of Supplement is attached hereto as Exhibit "C" and by this reference made a part hereof. The Company shall not perform any Work without a fully-executed Supplement for that portion of the Work.

15. Maintenance. Access for maintenance and servicing of Company's property located on the right of way of the Project will be allowed only by permit issued by UDOT and/or UTA, as appropriate, to the Company. Company will obtain the permit(s) and abide by the conditions set forth therein.

16. Term of Agreement. This Agreement shall become effective on the date of its full execution by both parties. This Agreement shall continue in full force and effect until the completion of all Work and final payment of all UTA-reimbursable costs. This Agreement, and all obligations hereunder, shall terminate without further action required on the part of either party in the event that UTA does not proceed with the Project for any reason and provides written notice of this fact to the Company. Notwithstanding the termination of this Agreement, UTA shall be responsible for the payment of all reimbursable costs properly accrued by the Company through the date of the notice of termination and for reasonable wind-down costs incurred thereafter as determined by mutual agreement and in accordance with Paragraph 8 above. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and supersedes any and all prior negotiations, understandings and agreements with respect to the subject matter described herein, whether oral or in writing.

17. Non-Waiver. No covenant or condition of this Agreement may be waived by either party unless done so in writing by such party. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party.

18. Choice of Law; Forum; Attorneys' Fees. This Agreement shall be deemed to have been negotiated and executed in the State of Utah. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. The Company's project manager and UTA's utilities coordinator shall endeavor to resolve any and all disputes occurring with respect to this Agreement informally and at the appropriate management level. No party may bring a legal action to enforce any term of this Contract without first having exhausted the dispute resolution escalation process as follows:

Level of Authority	Time Limit
UTA's Project Manager/Company's Project Manager	Five calendar days
UTA's Chief Services Officer /Company's Principal	Five calendar days

Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall be brought to a federal or state court located in Salt Lake County, Utah. Each party hereby submits to the personal jurisdiction and venue in either such court.. If any action is brought to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs of such action in addition to any other remedy to which it may be entitled at law.

19. Multiple Counterparts. This Agreement may be executed in any number of counterparts and by either of the parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof will be the same as delivery of an original.

20. Savings Clause. In the event any provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

21. Notices. All notices required or permitted to be given hereunder shall be in writing and are effective when received. All notices shall be addressed as follows:

<u>If to UTA:</u> Utah Transit Authority Ogden-WSU BRT Project Attn: Project Manager	<u>If to the Company:</u> CENTURYLINK Attn:
---	---

P.O. Box 30810, 669 West 200 South
Salt Lake City, Utah 84130-0810

Either party may change the recipient or address for receipt of notices by the delivery of a written notice conforming to the delivery requirements of this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

QWEST CORPORATION CENTURYLINK

Larry Butler
Larry Butler
By: _____
Title:

Sr. Network Implementation
By: _____
Title: *MANAGER*

UTAH TRANSIT AUTHORITY

By: _____
Title:

By: _____
Title:

RECOMMENDED FOR APPROVAL

[Signature]

Utilities Coordinator

Project Manager

DocuSigned by:
Mike Bell
361F16F838704A9...

12/1/2020

Legal Counsel

EXHIBIT "A"

Depiction of BRT Corridor



EXHIBIT "C"

UTILITY MATRIX

CenturyLink Local	CLL	02	Potential	4400 South	211+16.40	LT 22.50	211+16.40	RT 13.00	36 FT	Telephone
CenturyLink Local	CLL	02	Potential	4400 South	211+22.65	LT 15.30	212+47.80	LT 22.58	125 FT	Telephone
CenturyLink Local	CLL	02	Potential	4400 South	211+67.74	RT 7.53	212+09.94	LT 22.54	52 FT	Telephone
CenturyLink Local	CLL	02	Potential	WSU	432+07.45	LT 85.38	434+43.98	RT 85.99	292 FT	Fiber & Telephone
CenturyLink Local	CLL	02	Conflict	Harrison	545+78.55	LT 43.19	545+86.31	RT 66.55	110 FT	24 Count Conduit
CenturyLink Local	CLL	02	Conflict	Harrison	545+86.31	RT 66.55	545+86.31	RT 66.55	FT	Telephone Manhole
CenturyLink Local	CLL	02	Potential	Harrison	548+46.63	LT 33.20	548+44.70	RT 53.80	87 FT	
CenturyLink Local	CLL	02	Potential	Harrison	551+67.97	LT 37.78	555+44.56	LT 33.72	377 FT	Telephone
CenturyLink Local	CLL	02	Conflict	Harrison	555+44.56	LT 33.72	555+44.56	LT 33.72	FT	Telephone Manhole
CenturyLink Local	CLL	02	Potential	Harrison	555+44.56	LT 33.72	562+23.47	LT 34.40	679 FT	Telephone
CenturyLink Local	CLL	02	Conflict	Harrison	562+23.47	LT 34.40	562+23.47	LT 34.40	FT	Telephone Manhole
CenturyLink Local	CLL	02	Potential	Harrison	562+23.47	LT 34.40	562+50.10	LT 75.93	49 FT	Fiber Optic
CenturyLink Local	CLL	02	Conflict	Harrison	562+52.31	LT 60.59	562+52.31	LT 60.59	FT	FO Box
CenturyLink Local	CLL	02	Potential	Harrison	562+32.31	RT 47.33	562+32.31	RT 47.33	FT	FO Box
CenturyLink Local	CLL	02	Potential	Harrison	562+23.47	LT 34.40	562+49.06	RT 56.91	95 FT	Fiber Optic
CenturyLink Local	CLL	02	Potential	Harrison	562+23.47	LT 34.40	563+21.72	LT 44.06	99 FT	Fiber Optic
CenturyLink Local	CLL	02	Conflict	Harrison	563+21.72	LT 44.06	563+21.72	LT 44.06	FT	FO Box



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT: Ogden-WSU Bus Rapid Transit Project Early Utility Work (Stacy-Witbeck)		
AGENDA ITEM TYPE:	Change Order	
RECOMMENDATION:	Approve change order and associated disbursements for Stacy and Witbeck to construct early utility work for the Ogden-WSU BRT Project in the amount of \$162,222.	
BACKGROUND:	UTA issued an RFP in September of 2019 for a CM/GC for the Ogden-WSU BRT project. Phase 1 of the contract was for pre-construction services and was executed in December of 2019 with Stacy and Witbeck, Inc. Phase 2 of the contract is for the construction of the Ogden-WSU BRT project and is currently expected to be between \$60-70 million. This change order will execute step one of the phase 2 contract and included a limited amount of early utility work.	
DISCUSSION:	<p>This change order is for the contractor to begin Phase 2 construction services including early utility and demolition work on the Ogden-WSU BRT project to prepare for full construction to start in spring of 2021. This work under this amendment includes replacement of reinforced concrete pipe (RCP) on the Pineview Irrigation system, installation of a 14-foot deep storm drain catch basin and 60-feet of storm drain pipe under the canal pipe. Also included is demolition of structures required to begin other utility relocations. The irrigation work needs to start immediately to be able to finish before the spring irrigation season starts in April 2021. This change order also extends the contract to 3/31/2021.</p> <p>The proposed change order is within the scope of the CM/GC contract. UTA is still negotiating the full construction price with Stacy and Witbeck for the phase 2 contract. If an agreed to price cannot be reached UTA could issue a RFP for the final full construction. This work is still necessary to be completed this winter regardless of whether a final contract is issued to Stacy and Witbeck.</p>	
CONTRACT SUMMARY:	Consultant Name: Stacy and Witbeck, Inc.	Contract Number: 19-3114BM

	Base Contract Effective Dates: December 23, 2019-December 23, 2020	Extended Contract Dates: December 23, 2020-March 31, 2021
	Existing Contract Value: \$662,844	Amendment Amount: \$162,222
	New/Total Amount Contract Value: \$825,066	
	Procurement Method: Currently under contract	Funding Sources: Local funds
ALTERNATIVES:	Wait until the 2022 season after UTA has fully executed the construction contract. This would delay busway construction on WSU campus resulting in escalation in construction costs.	
FISCAL IMPACT:	The Ogden-WSU BRT project is expected to be 65% funded by a federal Small Starts grant and 35% locally. Since we do not have the grant yet, these costs will be covered 100% by local funds, but is eligible for reimbursement once we receive the grant. The local funds have been approved in the 5-year capital plan. UTA expects to receive a grant in 2021 and start full construction in March 2021.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Change Order 2) Link to 12/18/2019 Board Meeting Packet which includes original contract. 	



November 19, 2020

Stacy and Witbeck, Inc.
Attn: Keith Tarkalson
1958 West North Temple
Salt Lake City, Utah 84116

SENT VIA E-MAIL ONLY
ktarkalson@stacywitbeck.com

RE: UTA CONTRACT RFP 19-03114BM Ogden-Weber State Bus Rapid Transit CM/GC

Contract Amendment No. 1 with Contract Number 20-03114BM-1 Phase 2

Dear Mr. Tarkalson:

The purpose of this letter is to amend the current Contract between Stacy and Witbeck, Inc. and Utah Transit Authority (UTA) dated December 23, 2020, Contract Number 20-03114BM. This letter (Amendment No. 1) shall modify contracts terms as noted below:

Contract Dates: This amendment will extend the contract date for Phase 1 and this Phase 2 amendment to March 31, 2021.

Phase 2 Scope of Work and Cost: The Scope of Work for Phase 2 and the associated costs are included as Exhibit 1 to this contract.

Disadvantage Business Enterprise Forms (DBE): Completed DBE Forms that were included in Phase 1 to be completed for Phase 2 work are included as Exhibit 2 to this contract.

Davis Bacon Wage Rates: The current Davis Bacon Wage Rates for Weber County, Utah for this type of work is included as Exhibit 3 to this contract.

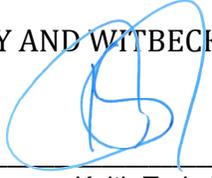
All other terms & conditions of the contract remain in full force and effect.

If you agree with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

STACY AND WITBECK INC.

By: _____ Date: _____
Carolyn Gonot
Executive Director

By:  _____ Date: 11/30/2020
Name: Keith Tarkalson
Title: Project Manager

By: _____ Date: _____
Mary DeLoretto
Chief Service Development Officer

By: _____ Date: _____
Janelle Robertson
Project Manager II

Approved as to Form and Content

Michael Bell
Assistant Attorney General
UTA Counsel

Exhibit 1

Scope of Work and Costs for Phase 2

October 30, 2020

Janelle Robertson
Project Manager
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: Ogden WSU BRT CM/GC
Contract No: 19-3114BM

Subject: 20-119 – Early Utility Work and Building Demolition

Dear Janelle:

We are pleased to provide the attached cost estimate to replace RCP pipe on the Pineview Irrigation system, associated with irrigation system is the installation of a 14-foot deep storm drain catch basin and 60-feet of storm drain pipe under the canal pipe. Included in this cost estimate is the demolition of structures required to begin utility relocations.

Exclusions:

- Sales Tax on Permanent Materials
- Remediation of hazardous materials, testing for hazardous materials is included
- Indirect costs and profit, this will be included with Phase 2 GMP costs
- Removal of utilities within the street, this will be included in the Phase 2 GMP
- Reclamation of landscaping at the Dee Events Marque

Clarifications:

- Please see detailed list of each bid item below.
- 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.
- Access to the Pineview work site will be thru Pineview's ROW
- One day closure of 4400 S will be required to remove the overhead structure.

Bid Item 322000 – 18-inch Storm Drain Smooth – 60 LF – \$386 Per LF – Total of \$23,160.00 – This bid item includes furnish, installation and backfill of 18-inch smooth storm drain P CH-15. Included is the off haul and disposal of spoils.

Bid Item 330000 – Storm Drain Catch Basin – 1 EA – Total of \$10,913.00 – This bid items includes furnish, installation and backfill of catch basin CB CH-15. Included is off haul and disposal of spoils.

Bid Item 404010 – Remove Building 3205 Harrison Blvd – 1 LS – Total \$24,363.00 – This bid item includes removing and disposing of the dry cleaners building including disconnection of utilities within the property line. Included is surrounding sidewalk and asphalt pavement. Site will be rough graded and surrounded by silt fence.

Bid Item 404020 – Remove Building 1341 Country Hills Dr – 1 LS – Total \$16,256.00 – This bid item includes removing and disposing of the house including disconnecting utilities, driveways, sidewalks, sheds and misc. debris. Site will be rough graded and encompassed with silt fence. Structure will be inspected for hazardous materials as a requirement of the demolition permit. If hazardous material is identified, remediation is excluded.

Bid Item 404030 – Remove Dee Events Center Marque – 1 LS – Total \$30,643.00 – This bid item includes removing and disposing of the Marque including disconnecting utilities and traffic control. Site will be rough graded and encompassed with silt fence. Structure will be inspected for hazardous materials as a requirement of the demolition permit. If hazardous material is identified, remediation is excluded.

Bid Item 1607205 – 36-inch RCP Irrigation Pipe – 55 LF – \$651 per LF – Total of \$35,805.00 – This bid items includes removing and replacing irrigation pipe, including concrete collars, backfill and off haul/disposal of excess material.

Bid Item 6003000 – Access and Haul Route – 1 LS – Total \$4,830.00 – This bid item includes developing and reclaiming access to the Pineview site.

Bid Item 6004000 – Storm Water Pollution Prevention – 1 LS – Total \$2,490.00 – This bid item includes SWPP measures required for this scope of work.

Bid Item 6006000 – Mobilization – 1 LS – Total \$3,642.00.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site and final project cleanup.

Bid Item 7005000 – Construction Survey and Layout – 1 LS – Total \$4,997.00 – This bid item includes the cost for construction layout survey.

Bid Item 7103000 – Project Supervision – 1 LS – Total \$5,123.00 – This bid item includes the cost for the project superintendent to oversee these activities.

The total price for this scope of work is \$162,222.00

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

  Date:
2020.10.30
13:15:37-06'00'

Maverick Gibbons
Construction Manager

10/30/2020

10:27

20-119

Ogden BRT Early Work

*** Maverick Gibbons, MG

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
322000	18" SD SMOOTH-BASE	60.000	LF	386.00	23,160.00
330000	CATCH BASIN - BASE	1.000	EA	10,913.00	10,913.00
404010	REMOVE BUILDING - 3205 HARRISON BLVD	1.000	LS	24,363.00	24,363.00
404020	REMOVE BUILDING - 1341 COUNTRY HILLS DR	1.000	LS	16,256.00	16,256.00
404030	REMOVE STRUCTURE - DEE EVENTS MARQUE	1.000	LS	30,643.00	30,643.00
1607205	36" RCP IRRIGATION PINEVIEW	55.000	LF	651.00	35,805.00
6003000	ACCESS & HAUL ROUTE	1.000	LS	4,830.00	4,830.00
6004000	STORM WATER POLLUTION PREVENTION, SWE	1.000	LS	2,490.00	2,490.00
6006000	MOBE/DEMOBE/CLEANUP & FINAL PUNCHLIST	1.000	LS	3,642.00	3,642.00
7005000	SURVEY	1.000	LS	4,997.00	4,997.00
71030000	PROJECT SUPERVISION	1.000	LS	5,123.00	5,123.00

Bid Total =====>
\$162,222.00

Exhibit 2

Disadvantage Business Enterprise Forms (DBE)

**ATTACHMENT A:
EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE
STATEMENT**

The undersigned states on behalf of the Bidder / Proposer Stacy and Witbeck, Inc.

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 Clayton Gilliland

Title Senior Vice President

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-5 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 reasonable good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Stacy and Witbeck, Inc.

Address: 1958 W North Temple, Salt Lake City, UT 84116

Signed:  _____

Title: Senior Vice President

Phone Number: 801.666.7840

**ATTACHMENT A-1:
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM**

DBE PROJECT GOAL: 7%

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.

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
_____	_____	\$ _____	_____%
_____	_____	\$ _____	_____%
_____	_____	\$ _____	_____%
_____	_____	\$ _____	_____%

(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.

Date: October 25, 2019

Company Name: Stacy and Witbeck, Inc.

Signature: 

Printed Name: Clayton Gilliland

Title: Senior Vice President

**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-5, B, C, D, E, F AND G 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.

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: October 25, 2019

Signature:  _____

Printed Name: Clayton Gilliland

Title: Senior Vice President

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

EEO Plan attached, Stacy and Witbeck, Inc. employs more than 50 employees, see attached Equal Employment Opportunity and Affirmative Action Program.

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.



Clayton Gilliland, Senior Vice President

Signature and Title of Company Official (Contractor)

Exhibit 3

Davis Bacon Wage Rates

"General Decision Number: UT20200049 01/31/2020 Superseded

General Decision Number: UT20190049

State: Utah

Construction Type: Highway

County: Weber County in Utah.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ENGI0003-077 07/01/2013

Rates

Fringes

OPERATOR: Power Equipment

(1) Mechanic.....\$ 27.55 15.65

(3) Backhoe Loader

Combination.....\$ 25.37 15.65

(4) Oil Distributor.....	\$ 24.37	15.65
(5) Horizontal Directional Drill.	\$ 23.37	15.65
Oiler, Piledriver-5.	\$ 22.59	15.65

* IRON0027-003 07/01/2019

Rates		Fringes
IRONWORKER, STRUCTURAL (Excluding Fence Erection and Guard Rail Installation).....		
	\$ 28.68	22.60

LAB00295-032 07/01/2014

Rates		Fringes
LABORER		
(3)Airtool.....	\$ 20.85	8.65
(4)Asphalt Raker, Asphalt Shoveler.....	\$ 21.11	8.65

TEAM0222-024 07/01/2018

Rates		Fringes
TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....	\$ 22.82	11.77
8 cu. yds. to less than 14 cu. yds.	\$ 22.97	11.77
14 cu. yds. to less than 35 cu. yds.	\$ 23.12	11.77
35 cu. yds. to less than 55 cu. yds.	\$ 23.32	11.77
55 cu. yds. to less than 75 cu. yds.	\$ 23.52	11.77
75 cu. yds. to less than 95 cu. yds.	\$ 23.72	11.77
95 cu. yds. to less than 105 cu. yds.	\$ 23.92	11.77
105cu. yds. to less than 130 cu. yds.	\$ 24.04	11.77
TRUCK DRIVER (Lowboy/Tractor Haul).	\$ 25.89	11.77
TRUCK DRIVER (Oil Distribution).	\$ 25.89	11.77
TRUCK DRIVER (Pickup).	\$ 22.65	11.77
TRUCK DRIVER (Sweeper).	\$ 22.97	11.77

Rates	Fringes
CARPENTER, Including Form Work...\$ 16.13	2.44
CEMENT MASON/CONCRETE FINISHER...\$ 15.29	2.41
ELECTRICIAN, Includes Low Voltage Wiring for Traffic Cameras and Installation of Traffic Signals.....\$ 25.76	4.73
INSTALLER - GUARDRAIL.\$ 14.89	2.79
LABORER: Common or General.\$ 13.49	3.33
LABORER: Flagger.\$ 9.32	1.75
LABORER: Grade Checker.\$ 12.30	3.55
LABORER: Landscape.\$ 10.04	2.53
LABORER: Mason Tender - Cement/Concrete.\$ 12.40	2.53
LABORER: Pipelayer.\$ 12.16	3.54
LABORER: Fence Erector.\$ 10.47	2.53
LABORER: Power Tool Operator: (Chain/Concrete Saw, Dirt Compactor (Hand Held), Hand Held Drill and Jackhammer Only).\$ 13.86	2.58
OPERATOR: Asphalt Paver.\$ 18.26	6.38
OPERATOR: Asphalt Roller.\$ 17.16	4.12
OPERATOR: Asphalt/Concrete Laydown.\$ 17.05	4.92
OPERATOR: Backhoe/Excavator/Trackhoe.\$ 16.64	5.27
OPERATOR: Bobcat/Skid Steer/Skid Loader.\$ 12.36	3.31

OPERATOR: Broom/Sweeper.	\$ 18.33	5.52
OPERATOR: Bulldozer.	\$ 18.05	7.08
OPERATOR: Concrete Finishing Machine.	\$ 18.76	6.55
OPERATOR: Concrete Pump, Truck Mounted.	\$ 19.18	4.23
OPERATOR: Crane.	\$ 20.50	7.00
OPERATOR: Grader/Blade.	\$ 18.83	7.34
OPERATOR: Loader (Front End). ..	\$ 18.22	6.92
OPERATOR: Rock Chip Spreader. ..	\$ 16.29	7.08
OPERATOR: Roller (Dirt and Grade Compaction).	\$ 14.72	4.64
OPERATOR: Rotomill.	\$ 20.27	6.57
OPERATOR: Scraper.	\$ 17.42	5.35
OPERATOR: Screed.	\$ 15.47	3.09
OPERATOR: Tractor.	\$ 17.95	7.33
OPERATOR: Trencher.	\$ 12.80	4.12
PAINTER (Parking Lot and Highway Striping Only).	\$ 14.05	1.62

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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: 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.

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have 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
Constitu
tion
Avenue,
N.W.
Washingt
on, 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
Constitu
tion
Avenue,
N.W.
Washingt
on, 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
Constitu
tion
Avenue,
N.W.
Washingt
on, DC
20210

4.) All decisions by the Administrative Review Board are final.

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==== END OF GENERAL DECISION"



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	On-Call Maintenance Change Order #1 to Task Order #130 - Provo Frontrunner Wayside Power Relocation (Stacy-Witbeck)
AGENDA ITEM TYPE:	Change Order
RECOMMENDATION:	Approve Change Order #1 to Stacy-Witbeck Task Order #130 for the Provo Frontrunner Wayside Power Relocation project in the amount of \$38,466.
BACKGROUND:	UTA plans to relocate wayside power from east of the University Avenue bridge in Provo to the platform at the Provo FrontRunner station. This will allow the train operators to connect train cars waiting at the station to a wayside power source and eliminate the need to run the Head End Power (HEP) engine while idling. The Provo station is at the end of the line and incurs the longest dwell/idle times. This project will reduce diesel fuel consumption and reduce noise and emissions at the station.
DISCUSSION:	<p>At the request of UTA, Stacy-Witbeck (SWI) submitted a scope and fee to UTA for relocating existing wayside power equipment at UTA's Provo Frontrunner station. The original fee of \$187,990 included three weeks of total work with a significant portion of the work costs attributed to electrical subcontractor labor. UTA approved Task Order #130 with SWI to complete this work.</p> <p>Following submission and acceptance of SWI's bid for this work, the Federal Railroad Administration revised UTA's track access requirements. These trackway access changes reduced SWI's normal business day work window at that station, added time for daily setup/takedown of the boring equipment, increased equipment rental time, and caused weekend work to have to occur on multiple weekends at a premium rate.</p> <p>Unfortunately, these additional track access requirements caused an increase in time and equipment costs of \$38,466. UTA intends to issue a change order to Task Order #130 for this additional effort. Combining the original Task Order fee of \$187,990 with the Change Order #1 fee of \$38,466 puts the value of Task Order #130 at \$226,456, warranting review and approval from UTA's Board of Trustees.</p>

CONTRACT SUMMARY:	Contractor Name: Stacy-Witbeck	Contract Number: 16-1846TP
	Base Contract Effective Dates: 1/1/2017 to 12/31/2019	Extended Contract Dates: 1/1/2020 to 12/31/2020
	Existing Contract Value: \$41,081,725	Amendment Amount: \$38,466
	New/Total Amount Contract Value: \$41,120,191	
	Procurement Method: Existing On-Call Maintenance Contract	Funding Sources: Local funds
ALTERNATIVES:	The alternative would be to not complete this work, which would not allow for the use of wayside power while trains idle at the station.	
FISCAL IMPACT:	This work effort is included in the 2020 Capital project budget for Stations & Platforms Rehab & Replacement.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Change Order #1 to Task Order #130 2) Task Order #130 to On-call Maintenance Contract 	



TITLE: Additional Track Access Requirements
 PROJECT/CODE: FMA673 - Stations & Platforms Rehab & Replacement
 TO: Stacy and Witbeck, Inc.
 ATTN: Collin Christensen

DATE: 11/20/2020
 This is a change order to
 CONTRACT No: Task #130 Relocate
 Provo Wayside
 16-1846TP

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

At the request of UTA, Stacy-Witbeck (SWI) submitted a scope and fee to UTA for relocating existing wayside power equipment at UTA's Provo Frontrunner station. The original fee of \$187,990.00 included 3 weeks of total work. That work included 1 week of work to complete the boring of 4-4" electrical conduits approximately 600 ft and required no night or weekend work due to minimal track access restrictions. Following execution of this work (Task Order #130), the Federal Railroad Administration (FRA) revised UTA's track access requirements, particularly with regards to Form B procedures. These trackway access changes reduced SWI's normal business day work window, added time for daily setup/takedown of the boring equipment, increased equipment rental time, and caused weekend work to have to occur on multiple weekends at a premium rate. Prior to requesting costs from SWI for this change order, multiple discussions between Frontrunner Operations, SWI and other UTA groups were conducted in an attempt for SWI to meet their schedule while complying with trackway access requirements. Unfortunately, these additional track access requirements caused an increase in time and equipment costs of \$38,466.00.

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:	\$38,466	Original Contract Sum:	\$187,990	Final Completion Date Prior to This Change:	12/31/2020
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$0	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$187,990	Final Completion Date as of This Change Order:	12/31/2020
Total:	\$38,466	Net Change This Change Order:	\$38,466		
		Current Project Total:	\$226,456		

ACCEPTED:
 By: _____
 Date: _____

Collin Christensen
 Stacy and Witbeck, Inc.

By: _____
 Date: _____
 Dane Cooley
 Project Manager <\$10,000

By: _____
 Date: _____
 Manjeet Ranu
 Director of Capital Projects <\$50,000

By: N/A
 Date: _____
 Mary DeLoretto
 Chief Service Dev Officer <\$100,000

By: _____
 Date: _____
 Vicki Woodward
 Procurement

By: _____
 Date: _____
 Michael Bell
 Legal Review

By: N/A
 Date: _____
 Carolyn M. Gonot
 Executive Director



Change Order Summary Worksheet
Previously Authorized Changes

Contract Task #130 Relocate

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$187,990	
Total to Date		\$		

Stacy and Witbeck

October 30, 2020

Mr. Dane Cooley
Manager – Quality & Construction Oversight
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: 20-646-CO1 – CO#1 Provo Wayside Power

Dear Dane,

We are pleased to provide the attached change order request for inefficiencies due to decreased work windows for crews to work within the FrontRunner alignment as part of the Provo Wayside Power Relocation project (Task Oder #130).

Exclusions:

- Railroad Protective Insurance
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- Permit Fees
- Excludes all 350mcm and #2 CU for the new feeders to the power cabinets
- See attached Oak Hollow proposal for full list of exclusions

Clarifications:

- Please see detailed list of each bid item below.
- 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.

CO#1 - Provo Wayside Power :

Bid Item 1000 - Field Engineer & Project Controls - 1.00 LS - Total of \$1,705.00 - This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also

Stacy and Witbeck

perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 - Safety Program & Administration - 1.00 LS - Total of \$692.00 – Cost of Safety Supplies, and Safety Engineer supervision.

Bid Item 5000 – Traffic and Pedestrian Control - 1.00 LS - Total of \$555.00 - This bid item includes the increase in time to provide pedestrian control and detours at the east end of the existing platform while the work is being performed

Bid Item 10000 – Mobilization – 1.00 LS – Total \$379.00 – This bid item includes increase in cost of portable restrooms and waste dumpsters, due to longer overall work duration.

Bid Item 20000 – Relocate Wayside Power - 1.00 LS – Total \$33,217.00 – This bid item includes the increase in cost necessary to perform the work under short work windows, due to train activity within the work zone. Includes daily setup and takedown of equipment used to perform the work.

Bid Item 100000 - Fee (5.25%) - 1.00 LS - Total of \$1,918.00 - This is the 5.25% GMGC fee.

The total price for this scope of work is **\$38,466.00**. If you have any questions, please contact me.

Sincerely,

Stacy and Witbeck, Inc.



Collin Christensen

Project Manager

PROJECT PROPOSAL



October 28, 2020

PROPOSAL SUBMITTED TO: Stacy Witbeck
PROJECT/RE: Provo Wayside Power Relocation

Proposal acknowledges addendums: N/A

Items included in proposal:

- a. Electrical installation per drawings
- b. Boring on south side of rail to eliminate re-ballasting for the stretch
- c. Splicing of new 350MCM and #2 ground conductor to existing junction box/cabling location
- d. Junction boxes as needed to accept cabling
- e. Relocation of existing panels to center of future platform including existing concrete pads
- f. Pricing assumes existing gear is functioning and in working order- no modifications included
- g. Coring stem walls of future platform area
- h. Re-locating train junction boxes that house train cabling
- i. Additional labor for infrastructure build due to time restrictions of (M-F 10:30 to 4:30/ Sat 8am to 8pm/ Sunday open)
- j. Additional bore costs due to time restrictions

TOTAL BID-		\$168,437.00
	Original Bid	\$139,092.00
	Increase	\$29,345.00

Items Excluded from proposal:

- a. All permits and fees including all testing/inspection fees
- b. Train watchman/ personnel
- c. Removal/ replace of tack panel on South side for conduit install
- d. Relocating fence around power box in south side of rail
- e. Train power cable and connectors (UTA provided)- we will install
- f. Re-ballasting track(s) at future platform area where crossing will need to enter/ exit platform area.
- g. All 350mcm and #2 CU for the new feeders to the power cabinets – cost to UTA will be \$35,198.00 (Deduct from our bid amount)

The above work to be performed in accordance with the drawings and specifications provided to Oak Hollow Electric Company dated 7/31/13 for the purpose of preparing this proposal.

ACCEPTANCE OF PROPOSAL

Pricing is good for 30 days. Oak Hollow Electric proposes to furnish labor and material in accordance with the specifications and the drawings. Work is strictly limited to the scope of work outlined and defined within the proposal. Any alterations or deviations from original specifications will be an additional cost and be executed and/or agreed upon by written orders. If accepted, this proposal will be included in and become a part of the subcontract.

Respectfully submitted,

Travis Lee
Oak Hollow Electric Company

TASK ORDER NO. 130

TASK ORDER NAME: Provo FR Wayside Power Relocation

PROJECT CODE: FMA673 40-1673.68912

This is Task Order No. 130 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of December 30th, 2016.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #130 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2020. The Revenue Operations Dates for this Task is December 31st, 2020. The Final Acceptance Date for this Task is December 31st, 2020.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$187,990.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: Carolyn M Gonot 10/17/2020
Carolyn M Gonot, Executive Director Date
> \$100,000

By: Collin Christensen

By: Mary DeLoretto 10/7/2020
Mary DeLoretto, Chief Service Dev. Officer Date
< 100,000

Date: 10/18/2020

By: Manjeet Ranu 10/6/2020
Manjeet Ranu Director of Capital Projects Date
< \$50,000

By: Dane Cooley 10/6/2020
Dane Cooley, Project Manager Date
< \$10,000

Miles Bell 10/6/2020
Legal Review

Vicki Woodward 10/7/2020
Procurement Review

Stacy and Witbeck

September 28, 2020

Mr. Dane Cooley
Manager – Quality & Construction Oversight
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: 20-646-R1 – Provo Wayside Power

Dear Dane,

We are pleased to provide the attached cost estimate to relocate the Wayside Power cabinets at the Provo FrontRunner Station. The scope of work involved in this project includes boring new conduit on the south side of the tracks from the existing wayside cabinet location to facilitate new wire to the new cabinet locations on the east end of the existing platform. Also includes relocating the cabinets.

Exclusions:

- Railroad Protective Insurance
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- Permit Fees
- Excludes all 350mcm and #2 CU for the new feeders to the power cabinets
- See attached Oak Hollow proposal for full list of exclusions

Clarifications:

- Please see detailed list of each bid item below.
- 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.

Provo Wayside Power Relocation:

Bid Item 1000 - Field Engineer & Project Controls - 1.00 LS - Total of \$12,572.00 - This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also

Stacy and Witbeck

perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 - Safety Program & Administration - 1.00 LS - Total of \$1,292.00 – Cost of Safety Supplies, and Safety Engineer supervision.

Bid Item 5000 – Traffic and Pedestrian Control - 1.00 LS - Total of \$1,111.00 - This bid item includes the cost to provide pedestrian control and detours at the east end of the existing platform while the work is being performed

Bid Item 10000 – Mobilization – 1.00 LS – Total \$1,341.00 – This bid item includes cost of mobilizing the equipment necessary to perform the work. It also includes portable restrooms and disposal of waste generated from the project site.

Bid Item 20000 – Relocate Wayside Power - 1.00 LS – Total \$158,300.00 – This bid item includes the cost to bore new conduit from the existing wayside cabinet location to the new locations, installation of new cable (UTA to purchase 350mcm and #2 CU cables), relocation of existing Standby Power units and Wayside Power units, Junction boxes as needed to accept cabling, coring stem walls of future platform, and relocating the fence around the relocated wayside power cabinet on the south side of the tracks.

Bid item 30000 – Restore Ballast Slopes – 1.00 LS – Total \$3,997.00 – This bid item includes the cost to restore lost ballast from excavation areas, and to dress the ballast slopes.

Bid Item 100000 - Fee (5.25%) - 1.00 LS - Total of \$9,377.00 - This is the 5.25% GMGC fee.

The total price for this scope of work is **\$187,990.00**. If you have any questions, please contact me.

Sincerely,

Stacy and Witbeck, Inc.



Collin Christensen

Project Manager

09/28/2020 9:46
 20-646-R1 Provo Wayside Power
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	12,572.00	12,572.00
2000	Safety Program & Administration	1.000	LS	1,292.00	1,292.00
5000	Traffic & Pedestrian Control	1.000	LS	1,111.00	1,111.00
10000	Mobilization	1.000	LS	1,341.00	1,341.00
20000	Relocate Wayside Power	1.000	LS	158,300.00	158,300.00
30000	Restore Ballast Slopes	1.000	LS	3,997.00	3,997.00
Subtotal					\$178,613.00
100000	Fee (5.25%)	1.000	LS	9,377.00	9,377.00
Bid Total =====>					\$187,990.00



PROJECT PROPOSAL

September 18, 2020

PROPOSAL SUBMITTED TO: Stacy Witbeck
PROJECT/RE: Provo Wayside Power Relocation

Proposal acknowledges addendums: N/A

Items included in proposal:

- a. Electrical installation per drawings
- b. Boring on south side of rail to eliminate re-ballasting for the stretch
- c. Splicing of new 350MCM and #2 ground conductor to existing junction box/cabling location
- d. Junction boxes as needed to accept cabling
- e. Relocation of existing panels to center of future platform including existing concrete pads
- f. Pricing assumes existing gear is functioning and in working order- no modifications included
- g. Coring stem walls of future platform area
- h. Re-locating train junction boxes that house train cabling

TOTAL BID- \$139,092.00

Items Excluded from proposal:

- a. All permits and fees including all testing/inspection fees
- b. Train watchman/ personnel
- c. Removal/ replace of tack panel on South side for conduit install
- d. Relocating fence around power box in south side of rail
- e. Train power cable and connectors (UTA provided)- we will install
- f. Re-ballasting track(s) at future platform area where crossing will need to enter/ exit platform area.
- g. All 350mcm and #2 CU for the new feeders to the power cabinets – cost to UTA will be \$35,198.00 (Deduct from our bid amount)

The above work to be performed in accordance with the drawings and specifications provided to Oak Hollow Electric Company dated 7/31/13 for the purpose of preparing this proposal.

ACCEPTANCE OF PROPOSAL

Pricing is good for 30 days. Oak Hollow Electric proposes to furnish labor and material in accordance with the specifications and the drawings. Work is strictly limited to the scope of work outlined and defined within the proposal. Any alterations or deviations from original specifications will be an additional cost and be executed and/or agreed upon by written orders. If accepted, this proposal will be included in and become a part of the subcontract.

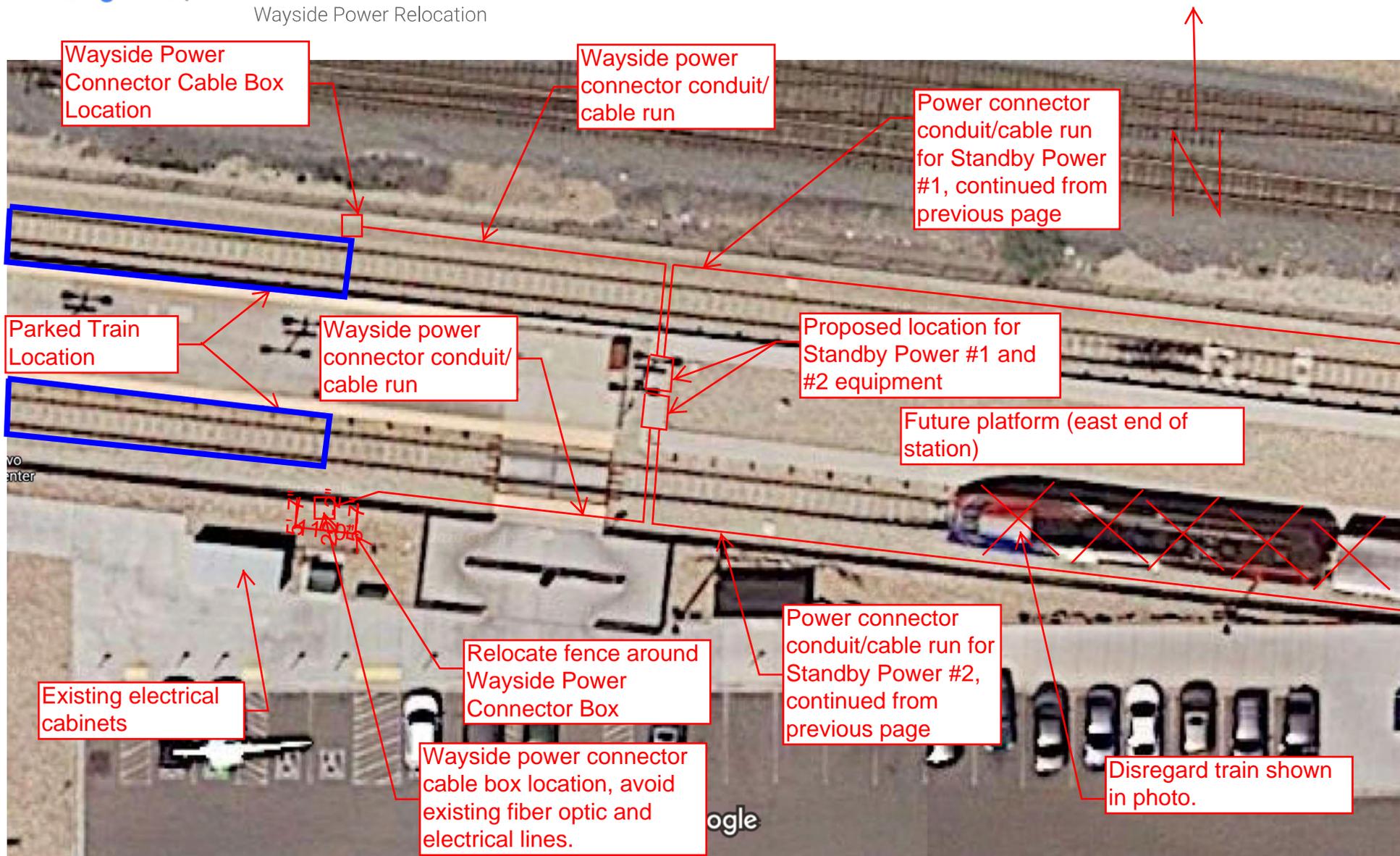
Respectfully submitted,

Travis Lee
Oak Hollow Electric Company



Provo FrontRunner Station

Wayside Power Relocation



Map data ©2020, Map data ©2020 20 ft



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT: Program Management Services Contract Change Order (WSP)		
AGENDA ITEM TYPE:	Change Order	
RECOMMENDATION:	Approve change order and associated disbursements for the WSP Program Management contract for work to be provided from January 1, 2021 through March 3, 2021 in the amount of \$676,376.	
BACKGROUND:	The original WSP Program Management contract was awarded on March 3, 2014. The base contract timeframe was a 5-year contract with three 1-yr options. Currently, UTA is in the second 1-yr option and has decided to competitively advertise the next contract. However, the budget on the existing contract was to cover the period through the end of December 2020 and needs to be extended to cover the services provided in 2021 through March 3, 2021.	
DISCUSSION:	In order to be consistent with UTA’s fiscal and budget year schedule, the Program Management budget (currently with WSP) is setup to reflect those same dates. Basically, the yearly budget for the Program Management contract is set up from Jan 1 st to Dec 31 st each year. The Program Management budget for 2020 is estimated to be spent by the end of December 2020. It is therefore required that UTA adds additional budget to the existing Program Management contract to cover the services that will be provided between the dates of January 1, 2021 thru March 3, 2021.	
CONTRACT SUMMARY:	Consultant Name: WSP	Contract Number: UT13-064GL
	Base Contract Effective Dates: Mar 3, 2014-Mar 3, 2019	Extended Contract Dates: Mar 3, 2019-Mar 3, 2020 (Option year #1) Mar 3, 2020-Mar 3, 2021 (Option year #2)
	Existing Contract Value: \$24,397,533	Amendment Amount: \$676,376

	New/Total Amount Contract Value: \$25,073,909	
	Procurement Method: Currently under contract	Funding Sources: Local funds and various project funds
ALTERNATIVES:	Program Management services not provided for the first 2+ months of 2021.	
FISCAL IMPACT:	The budget increase for the Program Management services will be funded with project budgets – specific to the work that is being provided.	
ATTACHMENTS:	1) Change Order	

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



CHANGE ORDER

No. 16

TITLE: Scope and Budget for 2021 Work through 3/3/2021
 PROJECT/CODE: MUL2014 - Multi Year Prof Services Contracts
 TO: WSP USA, Inc.
 ATTN: Dana Meier

DATE: 11/20/2020
 This is a change order to CONTRACT No: UT13-064GL

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

This change order is for Jan 1, 2021 thru March 3, 2021 – which is the contract expiration date for their PMSC contract. The scope includes the following projects. Airport station relocation, Depot District, Ogden BRT, Tiger grant projects, North Utah County double track, TPSS overhaul, Vehicles, innovative mobility, stray current, bus stops, state of good repair projects, ROW preservation and various planning projects. Pending Board approval.

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:	\$676,376	Original Contract Sum:	\$2,889,187	Final Completion Date Prior to This Change:	3/3/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$21,508,346	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$24,397,533	Final Completion Date as of This Change Order:	3/3/2021
Total:	\$676,376	Net Change This Change Order:	\$676,376		
		Current Project Total:	\$25,073,909		

ACCEPTED:

By: _____
 Date: _____

Dana Meier
 WSP USA, Inc.

By: _____
 Date: _____
 Grey Turner
 Project Manager <\$10,000

By: _____
 Date: _____
 Manjeet Ranu
 Director of Capital Projects <\$50,000

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

By: _____
 Date: _____
 Vicki Woodward
 Procurement

By: Michael Bell 12-1-20
 Date: _____
 Michael Bell
 Legal Review

By: _____
 Date: _____
 Carolyn M. Gonot
 Executive Director



Change Order Summary Worksheet
Previously Authorized Changes

Contract UT13-064GL PB

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$2,889,187	
1	11/21/2014	\$2,288,471	\$5,177,658	2015 Contract Extension
2	3/20/2015	(\$383,054)	\$4,794,604	Deductive Change Order for 2014 remaining contract amount
3	12/18/2015	\$4,297,976	\$9,092,580	2016 Contract Extension
4	3/18/2016	(\$128,577)	\$8,964,003	Deductive Change Order for 2015 Remaining Contract Amount
5	12/16/2016	\$4,415,361	\$13,379,364	2017 Contract Extension
6	4/21/2017	(\$973,056)	\$12,406,308	Deductive Change Order for 2016 Remaining Contract Amount
7	12/15/2017	\$4,711,673	\$17,117,981	Year Five Contract Scope and Budget for 2018
8	2/16/2018	(\$173,983)	\$16,943,998	Deductive Change Order for 2017 Remaining Contract Amount
9	12/21/2018	\$3,999,316	\$20,943,314	One Year Contract Extension with 2019 Scope and Budget
10	3/15/2019	(\$399,286)	\$20,544,028	Deductive Change Order for 2018 Remaining Contract Amount
11	2/12/2020	\$3,997,717	\$24,541,745	One Year Contract Extension with 2020 Scope and Budget
12	3/20/2020	(\$1,007,467)	\$23,534,278	Deductive Change Order for 2019 Remaining Contract Amount
13	8/21/2020	\$515,332	\$24,049,610	Prepare and provide the RFP Documents for Traction Power Sub-Stations Replacements
14	10/16/2020	\$258,000	\$24,307,610	Financial Planning Services
15	10/16/2020	\$89,923	\$24,397,533	Downtown Salt Lake City Rail Feasibility Study
Total to Date		\$ 21,508,346		



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Flex Route Deviation Transportation Services and On-Demand Accessible Shared Ride Contract Modification 4 (Tooele County Health and Aging Services)	
AGENDA ITEM TYPE:	Change Order	
RECOMMENDATION:	Approve one-year extension and authorize Executive Director to execute contract and associated disbursements with Tooele County Health and Aging Services for Tooele County route deviation and on-demand service in the amount of \$734,358.	
BACKGROUND:	UTA has contracted route deviation and on-demand service in the Tooele county area for many years. During this time Tooele County Health and Aging Services has been the primary contractor and has proven to be a good partner. Tooele County Health and Aging Services is familiar with UTA processes, policies and expectations and has continued to provide excellent service in Tooele County.	
DISCUSSION:	UTA staff is requesting approval of one-year contract extension with Tooele County Health and Aging Services to provide Tooele County route deviation and on-demand service in the amount of \$734,358. This will bring the five-year total contact amount to \$3,301,719. The effective date of this contract extension will be January 1, 2021 through December 31, 2021. The contract dates were incorrectly stated in the contract and previous modifications. This modification to the contract corrects those dates. The base contract performance was from January 1, 2017 through December 31, 2018. The first two options were exercised from January 1, 2019 through December 31, 2020. This modification exercises the last option from January 1, 2021 through December 31, 2021.	
CONTRACT SUMMARY:	Contractor Name: Tooele County Health and Aging Services	
	Contract Number: 16-1951PP-2	Existing Contract Value: \$2,567,361.
	Effective: January 1, 2017 through December 31, 2020	Extended Contract Dates: January 1, 2021 through December 31, 2021

	Amendment Amount: \$734,358	New/Total Amount Contract Value: \$3,301,719
	Procurement Method: RFP best value	Funding Sources: Operating Budget
ALTERNATIVES:	If the Board does not approve, UTA would be required to provide the Flex and On-Demand service. UTA is not currently in a position to take on these essential services.	
FISCAL IMPACT:	Funding is budgeted in Special Services' operating budget.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Modification #4 2) Cost Sheet to Modification #4 3) Link to 12/18/2019 Board Meeting Packet which includes original contract 	

**MODIFICATION NUMBER FOUR
TO CONTRACT UT 16-1951PP**

This Modification Number Four to Contract Agreement is entered into and made effective as of the date of the last signature below, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter “UTA”) and TOOELE COUNTY HEALTH AND AGING SERVICES, a County Government, whose principal palace of business is 151 North Main, Tooele, Utah 84074, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, on January 31, 2017 the parties entered into a contract for Flex Route Deviation Transportation Services and On-Demand Accessible Shared Ride (“Contract”); and

WHEREAS, on March 26, 2019 the Contract was modified to change the billing rates of the contract; and

WHEREAS, on May 11, 2019 the Contract was modified to reflect that UTA provided a vehicle to the Tooele fleet; and

WHEREAS, the period of performance for the Contract will expire on December 31, 2020; and

WHEREAS, the contract provided for three (3) additional consecutive one-year terms; and

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

CONTRACT AGREEMENT

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

1. Term: The term of the contract will be from January 1, 2021 to December 31, 2021. The dates of the contract in the compensation portion have been incorrectly identified since date of award. This modification corrects those date to show as follows:

Base Period: January 1, 2017 through December 31, 2017

First Year: January 1, 2018 through December 31, 2018

Second Year: January 1, 2019 through December 31, 2019

Third Year: January 1, 2020 through December 31, 2020

Fourth Year: January 1, 2021 through December 31, 2021

2. Compensation: The compensation for this option period 2021 is as follows:

Compensation to the Contractor as detailed under Paragraph 5 of the Flex Route Deviation Transportation Services Agreement (RFP Part IV Sample Contract), shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours should be based upon billable hours to the Authority considered to be from pull out to pull in including any layover time. A revenue vehicle service hour shall exclude fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead.

1. Fixed Fees Itemized

ITEM	2017 Fixed Price	2018 Fixed Price	2019 Fixed Price	2020 Fixed Price	2021 Fixed Price
a. Building Rent	1,500	1,500	1,500	1,500	1,500
b. Support Services	1,500	1,545	1,591	1,639	1,688
c. Mobility Manager	0	0	700	721	743
d. UTALeader Worker	1,100	1,133	1397	1439	1482
TOTAL MONTHLY FIXED	\$4,100	\$4,178	\$5,188	\$5,299	\$5,413

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from pull out to pull in. The hourly rates for dedicated vehicles service are as follows:

	Tooele Service Area Hourly Rate
Year 1: January 1, 2017 through December 31, 2017	\$ 41.96
Year 2: January 1, 2018 through December 31, 2018	\$ 43.22
Year 3: April 1, 2019 through December 31, 2019	\$ 46.23
Year 4: January 1, 2020 through December 31, 2020	\$ 47.61
Year 5: January 1, 2021 through December 31, 2021	\$ 49.03

OPTION 1 – ON-DEMAND ACCESSIBLE SHARED RIDE SERVICES (2019 Amendment)

DESCRIPTION	QTY	U/ISSUE	MONTHLY RATE	AMOUNT
FIFTH YEAR: 2021				
25. Providing Vehicles – 3 small accessible vehicles and 2 passenger type vehicles	12	Month	\$ <u>0</u>	\$ <u>0</u>
26. Facility – Capable of Vehicle Storage & Operations Support Services	12	Month	\$ <u>0</u>	\$ <u>0</u>
27. Lead Contact Person	12	Month	\$ <u>743</u>	\$ <u>8916</u>
28. Drivers, Dispatch/ Scheduling Support	12	Month	\$ <u>19,286</u>	\$ <u>231,432</u>
29. Road Support Personnel Data Recording & Data Retention	12	Month	\$ <u>5,562</u>	\$ <u>66,744</u>
30. Vehicle Maintenance	12	Month	\$ <u>2,431</u>	\$ <u>29,172</u>
TOTAL AMOUNT				\$ <u>336,264</u>

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

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

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

TOOELE COUNTY
HEALTH AND AGING SERVICES:



Name

Exec Director
Title

UTAH TRANSIT AUTHORITY:

Carolyn M. Gonot
Executive Director

Eddy D. Cumins
Chief Operating Officer

Mike Bell
Assistant Attorney General
UTA Counsel

Tooele cost sheet for 2021

monthly fixed rate \$5413 X 12	Dial a ride service, annual cost	Annual cost of Flex service, 251 days at \$49.03 per hour, 27.07 hours per day
\$ 64,956	\$ 336,264	\$ 333,138
	Total estimated cost for 2021	\$ 734,358



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Daniel Harmuth, IT Director
PRESENTER(S): Daniel Harmuth, IT Director;
David Snyder, Enterprise Applications Manager

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Busines Analytics Software Subscription Extension (Information Builders)
AGENDA ITEM TYPE:	Change Order
RECOMMENDATION:	Approve award to extend the Information Builders software subscription contract for 2 additional years, through 12/31/2023.
BACKGROUND:	<p>UTA originally contracted with Information Builders for business analytics software licensing in 2014 and later amended and extended the contract in 2017. The Information Builders analytics subscription allows UTA operate, use, and add additional business analytic portals. Today there are analytic business portals for Fares, Maintenance, Supply Chain, Customer Feedback, On Board Surveys, HR Turnover and Head Count, and Ridership data. In addition to these formal analytic portals, multiple business units create custom analytic reports using the Information Builder tool.</p> <p>This expense is currently budgeted in the 2-year OPEX budget in Technology under Contract Services and is not a new expense.</p>
DISCUSSION:	<p>This contract extension has a total value of \$270,000 and locks in the 2017 subscription price for 2022 and 2023. (The current contract expires 12/31/2021).</p> <p>Due to a price freeze of the 2017 rates the estimated savings over the 2-year period without the traditional annual increase is approximately \$40,000.</p> <p>The contract extension timeframe is 1/1/2022 through 12/31/2023 billed on an annual basis starting with a January 1st subscription start period.</p> <p>It should be noted that Information Builders is giving UTA a \$8100 credit on the 2021 subscription rate due to the impact Covid-19 had on the agency in 2020.</p>

Total contract value by year since 2017:

Start	End	Amount	Notes
9/28/2017	12/31/2017	\$ 18,250	Discounted due to conversion of software license to software subscription in 2017
1/1/2018	12/31/2018	\$ 85,000	Discounted due to conversion of software license to software subscription in 2017
1/1/2019	12/31/2019	\$ 135,000	2017 Contract
1/1/2020	12/31/2020	\$ 135,000	2017 Contract
1/1/2021	12/31/2021	\$ 126,900	2017 Contract
			Includes a \$8,100 credit as a concession to decreased ridership due to COVID-19 in 2020
1/1/2022	12/31/2022	\$ 135,000	Contract Extension Year
1/1/2023	12/31/2023	\$ 135,000	Contract Extension Year
		\$ 770,150	Grand Subscription Contract Total 2017 to 2023

CONTRACT SUMMARY:

Contractor Name: Information Builders	Contract Number: 13-26-02TH-1
Contract Effective Dates: 6/30/2014 to 12/31/2021	Extended Contract Dates: First year – 1/1/2022 to 12/31/2022 Second year – 1/1/2023 to 12/31/2023
Total Amount Contract Value: \$770,150 since 2017 \$1,215,000 total since 2014	Amendment Amount: \$270,000
Procurement Method: Chief Procurement Officer Determination Regarding Contract Duration	Funding Sources: OPEX

ALTERNATIVES:

- Do not accept the subscription extension at the 2017 rates and renew at the new rates for 2022. (Note: Information Builders has been purchased by another firm and all new contacts will be with the new company.) (Not recommended)
- Acquire and convert to a new data analytics solution by 1/1/2022. (Not recommended)

FISCAL IMPACT:

Estimated net saving over the 2-year period is \$40,000 due to a price lock. This is an annual budget item for Technology Contracted Services (5200.50353).

ATTACHMENTS:

1. Master Software License Agreement Subscription 2020 Rider
2. Master Software License Agreement (2014)
3. Master Software License Agreement Subscription 2017 Rider



MASTER SOFTWARE LICENSE AGREEMENT SUBSCRIPTION LICENSE RIDER

Rider Date: 11/18/2020

Delivery Date: 12/31/2020

Rider to the Master Software License Agreement dated June 30, 2014 (the "MSLA") between Utah Transit Authority ("Licensee"), and Information Builders, Inc., ("IBI" or "Licensor"), a New York corporation with principal offices at Two Penn Plaza, New York, NY 10121-2898.

IBI hereby grants to Licensee a non-exclusive Subscription License to use the Operating System Version of the items listed below (the "Software"), on the Computer at the Installation Location specified during the Subscription License Term. The Subscription License is non-cancelable during the Subscription License Term specified below in accordance with the terms and conditions of the MSLA. The Subscription License Fee is subject to adjustment if a licensing parameter set forth below is exceeded (for example an increase in number of permitted Cores, or an increase in number of permitted Users; etc.).

Annual License Fee: See Special Terms

Subscription License Start Date: December 31, 2020

Subscription License Term: 3 Years

Subscription License End Date: December 31, 2023

Installation Location:
669 W 200 S
Salt Lake City, UT 84101

Delivery Method: Electronic Download

I. Agreement/Site No: 639M.01

Computer Model: One (1) Virtual Server	Production	Operating System: Windows
Number of Cores: 2 (if Virtual Server, Number of Cores=Active Cores)		Serial No (if applicable): _____

Software Item(s)	IBI Feature Code	# Users permitted (if applicable)	# Images permitted (if applicable) *
Additional WebFOCUS Client	CG04	NA	1
Data Quality Server (DQS)	DQC	NA	1
iWay Remediation	IREM	5	1
WebFOCUS InfoAssist+ - Includes WebFOCUS Hyperstage high performance database Note: Included Hyperstage license can be installed on a machine up to the number of Cores licensed for InfoAssist+. Exception: Customers who license InfoAssist+ for a 2 Core environment may install the included Hyperstage license on up to a separate 4 Core environment	IAP	NA	1
iWay Data Profiler	IDP	NA	1
iWay Data Migrator	IETL	NA	1
iWay Application Query Adapter for JD Edwards	IRJD	NA	1
iWay Read/Write Adapter for XML Data	IXML	NA	1
iWay Read/Write Adapter for Oracle	I851	NA	1
iWay Read/Write Adapter for MS SQL Server	I86	NA	1
iWay Read Adapter for MS Analysis Services	I88	NA	1
iWay Read/Write Adapter for Excel	I881	NA	1
WebFOCUS In-Document Analytics	WFAR	NA	1
WebFOCUS Unlimited Portal	WPU	NA	1
WebFOCUS Pro Server	WPRO	NA	1
WebFOCUS Developer Studio (1 User per Image Copy)**	7080	1	1
WebFOCUS Open Portal Services	WOPI	NA	1

II. Agreement/Site No: 639M.02

Computer Model: One (1) Virtual Server	Non-Production	Operating System: Windows
Development		
Number of Cores: 2 (if Virtual Server, Number of Cores=Active Cores)		Serial No (if applicable): _____

* If blank, the number of Images permitted = (1); "Users", "Images" and capitalized terms are as defined in the MSLA and/or IBI's standard licensing terms.

** Local PC installation permitted.

Software Item(s)	IBI Feature Code	# Users permitted (if applicable)	# Images permitted (if applicable) *
Additional WebFOCUS Client	CG04	NA	1
Data Quality Server (DQS)	DQC	NA	1
iWay Remediation	IREM	5	1
Data Management Console Enablement for DataMigrator	ECCN	NA	1
iWay Data Profiler	IDP	NA	1
iWay Data Migrator	IETL	NA	1
iWay Application Query Adapter for JD Edwards	IRJD	NA	1
iWay Read/Write Adapter for XML Data	IXML	NA	1
iWay Read/Write Adapter for Oracle	I851	NA	1
iWay Read/Write Adapter for MS SQL Server	I86	NA	1
iWay Read Adapter for MS Analysis Services	I88	NA	1
iWay Read/Write Adapter for Excel	I881	NA	1
WebFOCUS In-Document Analytics	WFAR	NA	1
WebFOCUS App Studio (1 User per Image Copy)**	WFAS	1	1
WebFOCUS Unlimited Portal	WPU	NA	1
WebFOCUS InfoAssist+ - Includes WebFOCUS Hyperstage high performance database Note: Included Hyperstage license can be installed on a machine up to the number of Cores licensed for InfoAssist+. Exception: Customers who license InfoAssist+ for a 2 Core environment may install the included Hyperstage license on up to a separate 4 Core environment.	IAP	NA	1
WebFOCUS Pro Server	WPRO	NA	1
WebFOCUS Developer Studio (1 User per Image Copy)**	7080	1	1

In the event the MSLA does not contain a definition of Cores, the following will apply: Some Windows / Intel, UNIX or Linux based servers have a multicore chip set. A multicore server has one or more chips each containing multiple processors, referred to as "Cores". If the authorized Computer Model is a Windows / Intel, UNIX or Linux server which is virtualized, then the Computer Model listed herein is deemed a "Virtual Server" and the Licensee must identify the subset number of "Active Cores" which the virtualization technology limits the Virtual Server to. The Active Cores for a Virtual Server must be on the same physical machine and shall not be segmented across multiple physical machines.

Special Terms:

- Licensee has advised that the MSLA is internally referred to as UTA contracts UT-13-26TH-2 and UT-13-26TH -3.
- The InfoAssist license includes an embedded Hyperstage license that is restricted to the licensed InfoAssist Users. The included Hyperstage license can be installed on a separate server that is the same size as the licensed IAP server.
- Payment schedule as follows:

<u>Invoice Date</u>	<u>Subscription Fees Due</u>	<u>Payment Terms</u>
December 31, 2020	\$ 6,000.00	Net 30 days
January 15, 2021	\$ 120,900.00	Net 30 days
January 15, 2022	\$ 135,000.00	Net 30 days
January 15, 2023	<u>\$ 135,000.00</u>	Net 30 days
TOTAL Fees Due: \$396,900.00		

Upon execution, this Rider supersedes and replaces in its entirety the Master Software License Agreement Subscription License Rider dated September 28, 2017.

Accepted:

Information Builders, Inc.

By _____
Authorized Signature
David Boyle, VP Global Sales Operations
Print Name/Title

Date

Utah Transit Authority

By _____
Authorized Signature

Print Name/Title

Date

Utah Transit Authority

By _____
Authorized Signature

Print Name/Title

Date

* If blank, the number of Images permitted = (1); "Users", "Images" and capitalized terms are as defined in the MSLA and/or IBI's standard licensing terms.

** Local PC installation permitted.

BETWEEN Utah Transit Authority (hereinafter "Licensee"), a Public Transit District organized under the laws of the State of Utah with principal offices at 669 West 200 South, Salt Lake City, Utah 84101 (and INFORMATION BUILDERS, INC. (hereinafter "IBI"), a New York Corporation with principal offices at Two Penn Plaza, New York, New York 10121-2898, U.S.A.

1. **Preamble**
This Master Software License Agreement ("Agreement") sets forth the terms and conditions under which Licensee and its Affiliates, as defined below, may acquire License(s) to use IBI Software. An Affiliate may acquire a License hereunder solely by its execution of a separate Rider to this Agreement, at such time Affiliate becomes a "Licensee" pursuant to the terms and conditions contained herein. This Agreement grants to Licensee the non-exclusive, non-transferable right to use the specified Software in object code form only on the designated Computer.
2. **Effective Date**
The effective date of this Agreement shall commence on the earlier of: (i) the date Licensee accepts delivery of the Software; or (ii) the date upon which the Agreement was executed by both parties.
3. **Definitions**
 - 3.1 "Affiliate" means an entity which is either: (a) at least fifty one percent (51%) owned by Licensee or; (b) controlled by Licensee by virtue of direct or indirect ownership of fifty one percent (51%) or more of its voting stock.
 - 3.2 "Authorized Personnel" shall include Licensee employees, and may include certain non-employees that Licensee has engaged to use the Software and documentation on Licensee's behalf during the term of such engagement. Such non-employees may include temporary workers, agents, or other on-site consultants who shall be supervised and contractually bound and instructed by Licensee to abide by the usage and confidentiality restrictions set forth herein. Licensee assumes responsibility for usage of the Software and documentation by any Authorized Personnel.
 - 3.3 "Computer" means the actual, designated computer that Licensee either owns or leases and operates, and upon which the Licensee is authorized to install the Software included in the applicable License, as set forth in the applicable Rider. The Computer shall be designated in a Rider which shall identify the Computer by Model Number, Serial Number (if applicable), and Installation Location. If the Computer has multiple Cores (as defined in Section 14.), then the Rider shall also specify: (a) the total number of physical Cores contained in the licensed Computer; or (b) the total number of Active Cores if the licensed Computer is virtualized. A Core based Computer may be referred to on a Rider hereto as a "Server".
 - 3.4 "Concurrent User" means an individual Authorized Personnel, who has the right to access the Software on a licensed Computer simultaneously with a specified number of other Authorized Personnel.
 - 3.5 "Delivery Date" means the date by which the Software shall be delivered, as set forth in the applicable Rider.
 - 3.6 "Enhancements" means any enhancements (improvements), new versions, new editions, of the licensed Software which are designated as such by IBI and is made generally available by IBI to all of its customers, without a separate charge, so long as the customer is a current subscriber to InfoResponse Services for the applicable Software.
 - 3.7 "InfoResponse Fee" means the fee paid by Licensee, which entitles Licensee to annual enhancement, maintenance and support services.
 - 3.8 "Installation Location" means the actual location of the Computer upon which the Software is installed, as set forth in the applicable Rider.
 - 3.9 "License" means the right to install and use the Software granted by IBI to Licensee under this Agreement.
 - 3.10 "License Fee" means the fee payable for the use of Software, as set forth in the applicable Rider.
 - 3.11 "Professional Services" means either: (a) education services designated separately on a Rider (or other equivalent ordering document); or (b) technical or consulting services designated separately on a Rider (or other equivalent ordering document) as a bundle of days and used either to assist Licensee with the installation and/or implementation of the Software, or to deliver a predefined packaged set of deliverables. A separate Master Services Agreement is required whenever the Professional Services ordered includes a schedule of specified deliverables which are beyond the scope set forth in subsection 3.11(b) above. Notwithstanding the preceding sentence, all Professional Services designated on a Rider shall be covered by this Agreement until such time as the parties expressly agree otherwise.
 - 3.12 "Rider" means a signed Rider to this Agreement, executed by both parties, which refers to and incorporates the general terms and conditions of this Agreement, designates the type of License being granted to Licensee (a "One-Time License", a "Subscription License", etc.), the Software being licensed, the Delivery Date, Computer, Installation Location, any Professional Services to be performed within the scope of Section 3.10 and such other provisions as the parties deem appropriate and mutually agree to incorporate.
 - 3.13 "Software" means the specific software items being licensed.
 - 3.14 "Upgrade" means any change in a pricing parameter which applies to a License acquired hereunder in accordance with IBI's then current pricing policies, including but not limited to: (a) an increase in the number of Users permitted, for User-based licenses; (b) and/or the Licensee's movement of the licensed Software from the licensed Computer to a higher tier Computer for CPU specific / tier based licenses; (c) an increase in the number of Images permitted, for Image-based licenses; (d) an increase in the number of Instances permitted, for Connected Application licenses; and (e) a change in the number of processors, Cores or Active Cores for Windows / UNIX or Linux servers.
 - 3.15 "User" means an individual Authorized Personnel who is granted the right to access and use the Software on a Computer. If a License is priced based on a maximum number of Users, the maximum number of such Users shall be stated on the applicable Rider. All User based licenses shall be subject to this definition, unless specifically designated a "Concurrent User" License.
4. **Implementation**
 - 4.1 Licensee and IBI shall enter into a Rider for Software licensed pursuant to this Agreement. Said Rider may

- include certain Professional Services, as set forth in Section 3.11.
- 4.2 On or before the Delivery Date set forth in the applicable Rider hereto, the Software specified in said Rider shall either be (a) made available for download by Licensee; or (b) implemented by IBI or by IBI's authorized agent through delivery to Licensee. The Software shall be delivered via electronic download unless otherwise specified in the applicable Rider.
- 4.3 IBI shall bear all risk of loss until delivery; and thereafter Licensee shall bear all risk of loss.
- 4.4 Effective upon mutual execution of this Agreement by the parties, this Agreement and or any applicable Rider(s) hereto shall replace and supersede any prior licenses or agreements between the parties relating to the licensing of the Software. The provisions of this Agreement and the applicable Rider(s) hereto thereafter shall govern and control.
- 5. License and Permitted Use**
- 5.1 Licensee hereby is granted a License to use the Software identified on the applicable Rider hereto, in object code form only, subject to the terms and conditions set forth in this Agreement. The Software shall be used solely for Licensee and its Affiliate's internal business purposes (i.e. no third party commercial use of the Software is permitted) by its Authorized Personnel, only on designated Licensee owned or leased and operated Computer(s) located at designated Licensee owned or leased and operated Installation Location(s). The designated Computer and Installation Location for each Software License shall be identified in the applicable Rider.
- 5.2 Licensee shall not copy or otherwise reproduce, or permit any third party to use, copy or otherwise reproduce, all or any part of the Software (including, without limitation, any user manuals) except as expressly authorized by Section 5.6. Licensee shall not use all or any part of the Software as part of any of the following type of operations: (a) service bureau; (b) time share; (c) facilities management; (d) testing facility; (e) outsourcing; or (f) other operation of similar purposes as (a) through (e), whether or not for monetary or other consideration without IBI's express written consent and subject to any applicable IBI fees, terms and conditions.
- 5.3 Licensee agrees that it shall not allow all or any part of the Software to be managed or supported by either: (a) a service bureau operation; (b) a time share operation; (c) an outsourcing company; (d) a facilities management company; or (e) any other third party, whether or not for monetary or other consideration, without IBI's express written consent. IBI's consent shall be conditioned upon Licensee not being in breach of any of the provisions of this Agreement and shall be subject to Licensee's agreement to any additional applicable IBI fees, terms and conditions. Such additional fees, terms and conditions shall be set forth in applicable documents provided by IBI which the parties (including any applicable third party) shall be required to execute. Such documents may include IBI's Third Party System Access Agreement; IBI's Timesharing Rider; or other applicable IBI documents. Such documents shall set forth any applicable IBI fees (such as License, Access, Timeshare and or Upgrade fees).
- 5.4 Provided Licensee is a current subscriber to InfoResponse Services for the applicable Software and Licensee is not in breach of the provisions of this Agreement, IBI shall grant to Licensee the ability to install and use the Software in a Cloud environment upon the execution of IBI's Cloud Services Rider Addendum in which case Licensee may utilize the Software on a Computer in a cloud infrastructure with the same licensed configuration and operating system as identified in the original Rider. Licensee agrees to continue to subscribe to InfoResponse service for the entire period the Software is deployed in the cloud environment.
- 5.5 Licensee agrees not to make alterations to or modify any Software; attempt to assign, transfer, grant sub-licenses, leases or other rights in or to any Software; or make any use of the Software, user manuals, or other documentation except as expressly authorized by this Agreement.
- 5.6 Licensee is authorized to make and retain one copy of the Software in non-printed, machine-readable form, for back-up and disaster recovery purposes. Nothing in this Agreement shall be construed to prohibit Licensee from maintaining a reasonable number of archival copies of the Software. All proprietary notices, logos, copyright notices, and similar markings shall be retained on such copies.
- 5.7 Except for the rights specifically granted herein or in the applicable Rider, Licensee is granted no other rights in or to the Software delivered pursuant to each Rider. All rights to the Software (including all related manuals, educational and training materials), and including, but not limited to, intellectual property rights, trade secrets, patents, trademarks, and copyrights are and shall remain the sole and exclusive property of IBI.
- 5.8 This License permits the Licensee and its Authorized Personnel to use the licensed Software on Licensee's designated Computer at Licensee's designated Installation Location as set forth in the applicable Rider hereto. Notwithstanding any other provision contained in this Agreement or Rider hereto, use of the Software on a computer which is operated by a third party regardless of who owns such computer and whether such computer is located at Licensee's site or at a third party's site, is strictly prohibited without IBI's express prior written consent, which shall be conditioned upon compliance with the provisions set forth above in Section 5.3.
- 5.9 Permitted Third Party Browser Access to Licensee's WebFOCUS Applications. The parties acknowledge that Licensee may elect to provide unaffiliated third parties who are outside of Licensee's firewall (such as customers, vendors, contractors or business partners) with limited permitted access to outward facing WebFOCUS applications written by, or on behalf of Licensee. Licensee shall be permitted to allow such access via a web browser communicating with Licensee's WebFOCUS Reporting Server (which may be bundled with another product). Such usage shall not constitute a breach of this Agreement, as long as: (a) said access is in furtherance of Licensee's core internal business; (b) the WebFOCUS software is installed only on duly authorized and licensed Computers in accordance with the applicable Rider; (c) any unaffiliated third party access shall be limited to requests for output from Licensee's WebFOCUS application(s) which may include delivery of reports, charts, and analysis (in a format determined by Licensee) for the benefit of Licensee's business; (d) said third parties shall not be permitted to develop applications or dashboards of its own, or for other third parties; (e) Licensee is not providing such access to act as either an application service provider ("ASP") or Software-as-a-Service ("SaaS") provider to any such unaffiliated third party.
- 6. Term of License**
- 6.1 Any License that is designated in the applicable Rider as a One-Time License shall be for a term of ninety-nine (99) years, commencing on the Delivery Date.
- 6.2 Any License that is designated in the applicable Rider as a Subscription License shall be for the non-cancelable term set forth in the Rider (minimum term twelve months), commencing on the Delivery Date. Unless renewed, a Subscription License shall terminate and the Licensee's right to use the Software shall expire upon conclusion of the term set forth in the Rider.
- 6.3 Licensee shall have the right to convert a Subscription License to a One-Time License at any time by providing IBI thirty (30) days written notice and by paying the applicable One-Time License Fees and applicable InfoResponse Fees. The minimum initial InfoResponse service term for the converted License shall be the greater of: (a) one (1) year from the Delivery Date of the conversion to a One-Time License; or (b) the period of time remaining in the original non-cancellable Subscription License term.

7. License Fees

7.1 The License Fee for a One-Time License shall be the single sum specified in the applicable Rider, which fee Licensee shall pay to IBI within thirty (30) days of the date of invoice.

7.2 The License Fees for any Subscription License shall be specified and payable as set forth in the applicable Rider.

7.3 After thirty (30) days, unpaid invoices are subject to a late payment charge of one and one half percent (1.5%) per month, or the highest legal rate, if less. Late payment charges shall also apply to any upgrade which is effective retroactively due to Licensee's breach of the notice requirements contained herein.

8. InfoResponse Annual Enhancement, Maintenance, and Support Service

8.1 InfoResponse Basic service includes: (a) Telephone or other electronic support twenty four (24) hours a day seven (7) days a week via IBI's global support centers or from a local branch, if available; and (b) Enhancements and updates to the licensed Software, which are designated as such by IBI.

8.2 InfoResponse Premium service includes IBI's highest level of support including: (a) all the features of InfoResponse Basic; (b) a dedicated Account Support Manager to professionally manage and coordinate Licensee's support cases regarding IBI's products; (c) regularly scheduled conference calls; (d) priority queuing; (e) plus any additional services described in a separate Rider upon the purchase of this option. InfoResponse Premium service is an optional service for any WebFOCUS, iWay, FOCUS, or EDA/SQL license(s) by execution of a separate Rider upon the purchase of this option.

8.3 InfoResponse service is provided at the InfoResponse Basic service support level unless otherwise specified in the applicable Rider in accordance with the following: (a) In the case of a Subscription License InfoResponse is included during the term of the subscription subject to payment of the applicable Subscription License Fees; (b) In the case of a One-Time License for periods of one year by payment of the applicable InfoResponse Fee as in accordance with IBI's then current pricing policies. The initial InfoResponse Fee is payable in accordance with IBI's then current pricing policy and as set forth in the applicable Rider. After the initial term, unless otherwise provided in the Rider, InfoResponse service for a One-Time License is an optional service. Unless Licensee cancels the InfoResponse service annual renewal by providing at least thirty (30) days prior written notice to IBI InfoResponse Fees for the InfoResponse service renewal will be billed automatically on each anniversary of the Delivery Date. All InfoResponse Fees are payable in accordance with Section 7.3.

8.4 Features, software items, new products, or Software which are separately licensed by IBI are not included. InfoResponse service is available for the latest Software release made generally available by IBI to its customers and for the two (2) releases immediately preceding the latest generally available release.

8.5 InfoResponse Onsite services may be obtained from IBI as agreed to by the parties under the terms of separate Work Order(s) as described in Section 20 below. All reasonable expenses incurred by IBI for InfoResponse Onsite services will be reimbursed to IBI by Licensee. InfoResponse Onsite services may include, but are not limited to, installation, implementation, tuning and configuration services and customized seminars.

8.6 IBI may terminate InfoResponse Service in the event Licensee is in breach of any of the provisions of this Agreement and has failed to cure such breach within thirty (30) days from receipt of IBI's written notice of such breach.

8.7 In the event that InfoResponse service is suspended due to non-renewal on the Licensee's part, the Licensee may reinstate InfoResponse service by payment of the back InfoResponse Fees which would have accrued during the non covered period plus IBI's customary reinstatement surcharge.

9. Replacement Computers and Alternative Locations

9.1 The License granted pursuant to this Agreement is specific to the Installation Location and the Computer(s) configured as set forth in the applicable Rider. IBI shall grant to Licensee the right to replace the licensed Computer with a Computer which is owned/leased and operated by Licensee at a Licensee owned data center, providing the Licensee is not in breach of any of the provisions of this Agreement and the License is current on either IBI's InfoResponse Fees (if a One-Time License) or Subscription License Fees (if a Subscription License), in which case the Licensee may utilize the Software on a replacement computer within the same operating system in accordance with the following: (a) if the replacement computer is in the same or a lower price level as the original Computer in accordance with IBI's then current pricing policies, IBI shall authorize Licensee to use the Software on such replacement computer on identical terms and free of any other conversion fee or service charge; and (b) if the computer replacing the Computer identified in the Rider is at a higher price level (including but not limited to higher tier/ more Cores and /or processors than the original Computer) in accordance with IBI's then current pricing policies, Licensee shall pay to IBI the additional Fees based upon the difference between the License Fee paid for the original Computer and the then current License Fee for the replacement Computer.

9.2 Licensee shall use reasonable efforts to advise IBI in writing of the use of the Software on a replacement computer thirty (30) days in advance of it coming into operation, but in no event later than thirty (30) days after such replacement comes into operation.

9.3 Licensee shall upon IBI's request, confirm promptly in writing, on each anniversary of the Delivery Date, the Computer including make, model (including if applicable the number of processors and/or Cores or Active Cores), serial number (if applicable), Users (if applicable), Images, Instances (if applicable), MIPS, any other pricing parameter information (if applicable) and location of the computer on which the Software is currently installed and that no replacement computer is or has been in operation or copies of the Software otherwise installed. Licensee shall provide any other information reasonably requested by IBI to allow IBI to confirm that Licensee's installation and use of the Software is consistent with the License(s) granted in the applicable Rider to this Agreement. Licensee shall permit representatives of IBI to inspect, on an annual basis, any location at which the Software is being used at reasonable times and on reasonable notice for the purpose of verifying that Licensee is not in default of this Agreement.

9.4 Installation of the Software on a different operating system is not permitted.

9.5 If Licensee fails to comply with its aforesaid reporting obligations, and the Software is installed on a replacement computer which is in a higher pricing category than the originally licensed Computer (as set forth in IBI's then current Hardware Platform Reference Chart); or if the Licensee has exceeded any other applicable licensing parameter which was set forth on the original Rider then Licensee shall pay to IBI, retroactive to date of such installation, the applicable License Fees, InfoResponse Fees and or other applicable fees plus interest at one and one half percent (1.5%) per month.

9.6 The parties shall enter into a Rider designating the replacement computer as the Computer authorized by this Agreement.

9.7 If a replacement Installation Location is in a different country, Licensee may be required to sign a new Rider or separate License Agreement with IBI (or its foreign representative) applicable to the country where the Software is installed. Such new Rider or License Agreement may be subject to different terms, fees, and discount rates.

9.8 If the affected License is a User based License then in addition to the above, the provisions of Section 11. apply.

- 10. Additional Installations**
- 10.1 Additional Software or Computers may be licensed hereunder by execution of a separate Rider, and payment of the applicable fees set forth therein.
- 10.2 All additional License Fees, InfoResponse Fees, Subscription Fees and any other applicable fees shall be based on the then current pricing policies in effect for the country of installation; new installations may be eligible for multiple installation discounts.
- 11. Additional Users**
- This paragraph applies only to Licenses which were priced based on the number of Users in the Software configuration as set forth on the applicable Rider. In the event the Licensee desires to upgrade to a larger user license, an upgrade to the License, InfoResponse and or other applicable Fees shall apply. Licensee shall use reasonable efforts to promptly advise IBI of any increase in the number of permitted Users or Concurrent Users thirty (30) days in advance of said additional Users being given access to the Software, but in no event later than thirty (30) days after said additional Users are given access to the Software. Licensee agrees to pay any applicable Upgrade fees, retroactive to the date of such access. Unless otherwise noted on the applicable Rider, a "User" shall mean a specific Authorized Personnel who is authorized by the Licensee to use the Software, regardless of whether the individual is actively using the Software at any time. If the applicable Rider identifies the Users as "Concurrent Users", then the maximum number of Concurrent Users shall be stated on the applicable Rider and Upgrade fees shall apply if the Licensee exceeds the maximum number specified.
- 12. Image Licenses**
- Unless otherwise stated on the applicable Rider hereto, each Software item licensed hereunder shall be for a single "Image". If multiple "Images" are authorized, then the permitted number of "Images" shall be identified on the applicable Rider hereto. An "Image" is defined as a single instance or installation of the licensed Software, operating on an authorized Computer. In the event the Licensee desires to run multiple "Images" of the licensed Software on the authorized Computer, by use of logical partitions or other means, then Licensee must acquire a License for each additional Image. Each additional Image shall be subject to IBI's then current additional "Image" pricing. Licensee agrees to promptly notify IBI and acquire the appropriate License(s) in the event the number of permitted "Images" on the authorized Computer is exceeded.
- 13. Connected Application Licenses**
- Certain Software items are priced based on the number of connections to an application software package such as SAP, or a transaction system such as CICS. Each connection is referred to as an "Instance", as further defined below. For example, if an iWay Adapter running with WebSphere on UNIX 'connects' to 10 instances of SAP located throughout Licensee's enterprise (10 different installed copies of SAP), then Licensee would need to license 10 "Instances" for the desired Software. The number of permitted "Instances" which Licensee is granted the right to deploy shall be set forth on the applicable Rider(s) hereto. In the event the Licensee desires to connect to additional installations of the applicable application software, then Licensee must acquire a License for each additional "Instance" required. Licensee agrees to promptly notify IBI and acquire the appropriate License(s) in the event the number of permitted "Instances" is exceeded.
- 14. Multicore Processors / Virtualization**
- Some Windows / Intel, UNIX or Linux based servers have a multicore chip set. A multicore server has one or more chips each containing multiple processors, referred to as Cores. If the authorized Computer is a multicore server, then the License fee shall be based on the total number of physical Cores contained on the Computer. The total number of physical Cores licensed shall be identified on applicable

Rider. Licensee agrees to promptly notify IBI and acquire the appropriate License(s) in the event the number of permitted physical Cores is exceeded.

Notwithstanding the above, IBI recognizes that the Licensee may elect to use virtualization technologies such as VMware; or the Pset functionality found in the UNIX operating system; or other technologies whereby the number of Cores utilized by a licensed Computer is limited to a subset of the number of physical Cores that are actually contained on the licensed Computer. When these technologies are deployed by the Licensee the licensed Computer may be referred to as a "Virtual Server". The License fees for a Virtual Server shall be based on the active number of Cores that the virtualization technology assigns to the Virtual Server on a single physical Computer ("Active Cores"). The Licensee shall not be permitted to utilize more Cores on a Virtual Server than the number of Active Cores that are licensed hereunder and identified in an applicable Rider hereto. The Licensee agrees to promptly notify IBI and acquire the appropriate License in the event the number of Active Cores on a Virtual Server licensed hereunder exceeds the number of Active Cores set forth on the original Rider.

A Licensee may elect to configure the number of Active Cores on a Virtual Server into more than one virtual environment on the same physical machine, providing the total permitted number of Active Cores for the Licensed Computer is not exceeded. For example, a Licensee could acquire a license with eight (8) Active Cores on a Computer which has sixteen (16) total Cores; and configure the eight (8) Active Cores into two (2) separate environments with four (4) Cores each provided those environments are on the same physical machine. The Active Cores can be segmented in the manner described in the preceding sentence on a Virtual Server providing: (a) the total number of Active Cores is not exceeded; (b) the Active Cores are on the same physical machine; and (c) Active Cores for a Virtual Server are not segmented across multiple physical machines.

15. Warranties; Limitation of Liability

15.1 IBI warrants that the Software provided shall function substantially as described in the applicable user manual, as modified from time to time. The Warranty Period shall commence on the Delivery Date and shall continue for the period during which IBI makes available and Licensee subscribes to InfoResponse Service for the affected License. During such period the above warranty shall apply to enhancements, updates, and other items provided under InfoResponse Service.

15.2 IBI uses reasonable commercial efforts to protect all Software (and the media in which the Software is embedded) from computer viruses or other contaminants. IBI warrants that to the best of its knowledge the Software (and the media in which the Software is embedded) does not contain any viruses or programming codes or instructions that are constructed to damage, interfere with, or otherwise adversely affect the Software, data files, or hardware. Notwithstanding the foregoing IBI shall be permitted to include mechanisms in its Software which prevent illegal or unauthorized use providing such mechanisms do not prevent an authorized Licensee use of the Software as permitted herein.

15.3 IBI's sole obligation under the above warranties shall be to remedy or repair, as soon as reasonably practicable, all substantial and demonstrable errors and malfunctions in the Software. IBI may, in its sole discretion, provide either an update of the affected item, or an alternative method which has substantially the same functionality. For purposes of this Agreement, errors and malfunctions shall be considered to be "substantial" when they result in the impairment of one or more essential functions, features, or capabilities of the Software. IBI's aforementioned warranty obligation is conditioned upon: (a) Licensee giving IBI written notice of any substantial malfunction promptly and in any event within ninety (90) days after it has become apparent; (b) the said

malfunction being repeatedly demonstrable; (c) the Software having been properly maintained; (d) the Software being at IBI's most current available release level or no more than two releases immediately preceding the most currently available release; and (e) no addition to or modification of the Software having been undertaken by Licensee or a third party whether or not said third party is acting on behalf of Licensee.

- 15.4 Licensee acknowledges and accepts that the role of IBI is solely that of a supplier of software and related items and that it is Licensee's responsibility to determine its own data processing requirements and to satisfy itself that the Software meets such requirements. Furthermore, Licensee recognizes it is responsible for the selection, use of, and results obtained from any Software or equipment used in conjunction therewith.
- 15.5 During the warranty period, IBI shall use reasonable commercial efforts to provide prompt and correct responses to telephone inquiries from Licensee. IBI shall take all steps reasonably required to correct any response which is not correct. IBI, however, shall have no liability for delays, errors, or omissions.
- 15.6 IBI warrants that any Professional Services provided under the terms of this Agreement shall be performed by qualified personnel and will be of a professional quality conforming to generally accepted industry standards. If any Professional Services do not meet the warranty set forth above, IBI will use commercially reasonable efforts, without charge, to bring its Professional Services within a reasonable time after notification. Licensee's sole and exclusive remedy will be to receive a refund of any fees paid to IBI for the non-conforming Professional Services. This Section sets forth the exclusive warranty and remedy for any Professional Services provided under this Agreement.
- 15.7 EXCEPT AS SPECIFIED HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY IBI.
- 15.8 IBI'S SOLE RESPONSIBILITY FOR BREACH OF WARRANTY, ERRORS, OR OMISSIONS SHALL BE AS SET FORTH IN THIS SECTION. IN NO EVENT WILL IBI BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, WHETHER IN CONTRACT OR TORT, FOR ANY FORM OF PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL LOSS, DAMAGE, OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, LOSS DUE TO INABILITY TO OBTAIN DATA, LOSS OF BUSINESS, OR LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, FUNCTIONING, OR USE OF ANY SOFTWARE, PRODUCT, INFORESPONSE SERVICES OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY RIDER ENTERED INTO PURSUANT TO IT, EVEN IF IBI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
- 15.9 IBI'S MAXIMUM LIABILITY FOR ANY DAMAGES, REGARDLESS OF FORM OF ACTION, SHALL IN NO EVENT EXCEED THE LICENSE FEES ACTUALLY PAID TO IBI FOR THE RELEVANT SOFTWARE GIVING RISE TO THE LIABILITY, PRORATED OVER A THREE (3) YEAR TERM FROM THE INSTALLATION DATE OF THE APPLICABLE LICENSE, OR IN THE CASE OF PROFESSIONAL SERVICES THE AMOUNT OF FEES PAID FOR THE RELEVANT SERVICES GIVING RISE TO THE LIABILITY. IBI'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO INFORESPONSE SERVICES SHALL BE LIMITED TO THE INFORESPONSE FEES ACTUALLY PAID TO IBI FOR THE RELEVANT INFORESPONSE SERVICES GIVING RISE TO THE LIABILITY FOR THE MOST RECENT ANNUAL TERM.
- 15.10 EACH PARTY INDEMNIFIES THE OTHER FROM LIABILITY FOR PERSONAL INJURY OR PROPERTY

DAMAGE TO THE EXTENT CAUSED BY THE OTHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT WHILE PERFORMING ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT ON LICENSEE'S PREMISES.

16. Confidentiality and IBI Proprietary Rights

- 16.1 Licensee acquires no right in or to any IBI trademarks, copyrights, patents, trade secrets, or any other intellectual property rights belonging to IBI, or its licensors, by virtue of entering into this Agreement or any Rider including but not limited to those intellectual property rights associated with any data models or application products listed on the Rider or any other applicable order form. Licensee shall take all reasonable precautions to maintain the confidentiality of the Software and the intellectual property described above, which precautions shall be at least equivalent to those Licensee takes to protect its own confidential information of a similar nature. Without limiting the generality of the foregoing, Licensee acquires no rights in or to any source codes and shall not reverse engineer, disassemble, or take any other steps to discover such source codes. Licensee acknowledges that the licensed Software and documentation are deemed confidential and that Licensee will not make use of nor disclose the Software except as set forth in this Agreement. If Licensee discloses any confidential information to IBI during the course of IBI performing any Professional Services hereunder, then IBI shall take all reasonable precautions to maintain the confidentiality of such confidential information, which precautions shall be at least equivalent to those IBI takes to protect its own confidential information of a similar nature.
- 16.2 IBI agrees that all Licensee files, notes, documents, data, specifications, correspondence, memoranda, drawings, test reports, and other material furnished to IBI by Licensee in connection with this Agreement shall be and remain the property of Licensee. Furthermore, IBI agrees that all reports, documents, data, outputs, and other content materials created by Licensee using Software as intended shall be and will remain the property of Licensee.

17. Change in Affiliate Status/Assignment

- 17.1 In the event an entity which was a qualified Affiliate loses such qualification as defined herein then the following shall apply: (i) IBI shall continue to permit said former Affiliate to license the IBI Software under this Agreement for a period of up to ninety (90) days; or (ii) if the Licensee was using the Software to process an Affiliate's data, IBI shall continue to permit Licensee to process the former Affiliate's data for a period of up to ninety (90) days; and (iii) by the conclusion of said ninety (90) day period, in the case of item (i) the former Affiliate must execute IBI's Master Software License Agreement or cease its use of the Software in accordance with Section 18.4 below; in the case of item (ii) the Licensee must cease processing the former Affiliate's data, or must execute IBI's applicable Timesharing Rider to this Agreement, which shall contain the applicable fees terms, and conditions relating to such continued use. If an Affiliate was granted a discount based on its relationship with the Licensee, IBI shall be entitled to adjust such discount upon loss of Affiliate status.
- 17.2 This Agreement and each Rider may not be transferred or assigned, in whole or in part even by operation of law, by Licensee or IBI without the prior written consent of the other, which consent shall not be unreasonably withheld. A spin-off, sale of assets, merger, acquisition, or other transaction which involves a change of control of Licensee shall be deemed to be an assignment hereunder. Licensee shall notify IBI of any such transaction within five (5) business days after its occurrence. Notwithstanding anything to the contrary contained herein IBI may: (a) assign this Agreement to an entity which acquires and continues its business; and/or (b) assign the right to receive any payments due from Licensee pursuant to this Agreement to a third party.
- 17.3 Source Code. IBI acknowledges that the use of the Software is an important element of Licensee's business and that its continuing successful use by Licensee depends in part upon the ability of Licensee to maintain and correct

errors in the Software should IBI be unable or unwilling to do so. Therefore, IBI has entered into a Source Code Escrow Agreement for IBI proprietary software products dated May 5, 2005 with David J. Sweet (of McLaughlin & Stern, LLP) 260 Madison Avenue, New York, New York 10016 (tel. 212-448-1100; fax 212- 448-0066) as Escrowee. Pursuant to the terms of this Agreement, the Escrowee is authorized to release the Source Code (or portions thereof) to Licensee in certain circumstances which protect the Licensee, all as more fully set forth in the Source Code Escrow Agreement, which is incorporated herein by reference. Licensee hereby is designated as a Beneficiary under said Agreement. IBI shall deliver the Source Code to the Depository together with the necessary technical documentation (collectively, the "Source Code") which will enable a Beneficiary to maintain and correct the Software in the event the Source Code is released, all as more fully set forth in the Source Code Escrow Agreement.

18. Default and Termination

- 18.1 IBI may terminate this Agreement and any License under it: (a) Effective immediately and without prior notice, if Licensee breaches the provisions of Sections 5 or 16; (b) upon thirty (30) days written notice, if Licensee fails to pay any License Fee when due, but such termination shall not take effect, and the respective License shall remain in full force and effect, if Licensee makes such payment prior to the expiration of the notice period; or (c) upon thirty (30) days written notice if Licensee is in default of any other provision of this License, but such termination shall not take effect, and this License shall remain in full force and effect, if Licensee cures such default prior to the expiration of the notice period.
- 18.2 Maintenance shall automatically terminate if Licensee does not pay the applicable InfoResponse Fee when due with respect to any One-Time License or for a Subscription License upon failure to renew it.
- 18.3 Termination shall be without prejudice to the right of IBI to retain any fees paid before termination, to demand payment of any fees, charges or reimbursable expenses that were due and unpaid at the effective date of termination, or to seek equitable relief, damages, or both for breach of any provision hereof.
- 18.4 If Licensee's right to use any Software terminates for any reason, whether with or without cause, or due to the expiration or non-renewal thereof, Licensee shall: (a) immediately cease using such Software and delete same, and all associated items from its library; (b) contact IBI to secure a Software Return Authorization Number; (c) return to IBI all copies of materials associated therewith or which are a part thereof; (d) confirm in writing to IBI that such deletion and return has occurred in accordance with the Notices provisions herein.

19. Indemnification

- 19.1 IBI warrants that it owns the right to the Software licensed to Licensee and, subject to the remainder of this Section 19, IBI agrees to defend or settle, at its option, any action brought against Licensee arising from any claim that Licensee's use of the Software which is the subject of any Rider under the terms of this Agreement infringes any patent, copyright, trademark, trade secret, or other proprietary right belonging to a third party ("Third Party Claim") and to hold Licensee harmless from any and all liabilities, losses, costs, damages, expenses, and reasonable attorney fees that result from any such Third Party Claim.
- 19.2 IBI's obligations under this Section 19 are conditioned upon: (a) IBI being promptly notified in writing by Licensee of any Third Party Claim; (b) Licensee giving IBI express sole authority to conduct the defense of any Third Party Claim and all negotiations of a settlement or compromise; (c) Licensee allowing its name to be used in proceedings as necessary; (d) Licensee providing IBI with all reasonable assistance in defending or settling any Third Party Claim; and (e) the Third Party Claim shall not have arisen due to unauthorized acts or misconduct of Licensee or a third party, acting on behalf of Licensee.

- 19.3 If the Software which is the subject of any Rider becomes the subject of a Third Party Claim IBI may at its option and expense either: (a) Obtain an appropriate license for Licensee from the party asserting the Third Party Claim; (b) replace or modify the Software (or parts thereof) that is the subject of the Third Party Claim so that it is functionally equivalent and no longer infringing; (c) provide a non-infringing work-around; (d) refund to Licensee so much of the License Fee as relates to the infringing Software items based on a straight line three (3) year depreciation schedule. Except for its indemnification obligations set forth above, IBI shall have no further liability to Licensee.

20. Professional Services

As per Section 3.11 herein certain Professional Services may be purchased along with a Software License acquired under a Rider hereto. Said Rider shall describe the services included and any applicable fees to be invoiced. Such fees plus reasonable out-of-pocket expenses shall be due as set forth in Section 7. Licensee may obtain additional Professional Services from IBI as agreed to by the parties under the terms of IBI's Master Services Agreement or via an Education Package (Ed-Pack) Agreement, respectively.

21. General

- 21.1 Law to be Applied – Intentionally Deleted
- 21.2 Forum – Intentionally Deleted
- 21.3 Taxes
All License Fees, InfoResponse Fees, and other charges referred to in this Agreement and payable under any Rider are net of any applicable sales, use, property, and other taxes and import or other duties, however designated or levied. Payment of all such taxes and duties (excluding taxes assessed upon the profit or gain of IBI), shall be the sole responsibility of Licensee.
- 21.4 Notices
Notices under this Agreement or any Rider shall be deemed given when sent postage prepaid by first class mail to the parties at the addresses specified below or such new address as they shall communicate to each other in writing from time to time.
- To Licensee:
Utah Transit Authority
Attn:
669 West 200 South
Salt Lake City, UT 84101
- To IBI:
Information Builders, Inc.
Senior Vice President and CFO
Two Penn Plaza
New York, New York 10121-2898, U.S.A.

- 21.5 Consent
Whenever IBI's consent is required under this Agreement, such consent shall rest on IBI's sole reasonable discretion.
- 21.6 Press Release
Licensee grants IBI the right to use Licensee's name and logo as an IBI customer and use the logo in IBI presentations. Licensee grants IBI the right to issue a press release announcing that Licensee has selected IBI as its business intelligence and/or integration software platform. Licensee agrees to reasonably provide references upon successful implementation of the Software.
- 21.7 Force Majeure
No party to this Agreement or any Rider under it shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable endeavors to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.
- 21.8 Waiver
The failure of any party to enforce or exercise, at any time or for any period of time, any term of or any right arising

pursuant to this Agreement or any Rider under it does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise it. The waiver by either party of the breach of any provision of this Agreement shall not constitute a waiver of the breach of any other provision, or of the subsequent breach of the same provision.

21.9 Severability

The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement or any Rider shall in no way affect the remaining terms or rights.

21.10 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties, and their heirs, successors, and assigns.

21.11 Amendment

This Agreement may not be amended, waived, terminated, or superseded except by a written instrument signed by a duly authorized representative of Licensee and an officer of IBI.

21.12 Inconsistencies Between Agreement and Rider, and other Documents

In the event of any inconsistency between the terms of this Agreement and any Rider, the terms of this Agreement shall govern and control, unless otherwise expressly stated within the applicable Rider. This Agreement and any Rider shall govern and control in the case of any inconsistency between it and any purchase order, confirmation, or other document issued by either party.

21.13 Independent Contractor.

The parties hereto are and shall remain independent contractors. Nothing herein establishes or shall be deemed to establish a partnership, joint venture, or agency relationship between the parties.

21.14 Signature Authorization

The Parties have duly executed and agreed to be bound by the terms of this Agreement as evidenced by the signatures of their authorized representatives. This Agreement may be executed in counterparts. Facsimile, scanned image or electronic signatures are as valid as originals.

21.15 Plural and Singular Usage

As used herein, the singular of any term includes the plural and the plural means the singular, whenever the context so requires.

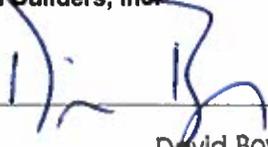
21.16 Headings

The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

21.17 Entire Agreement

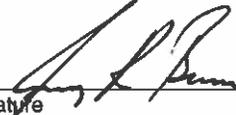
This Agreement contains the entire agreement by and between the parties and all discussions, negotiations, statements, advice as to functionality, representations and prior agreements are merged herein and shall not survive. It is expressly agreed that the terms of this Agreement and any Rider or Work Order shall supersede the terms in any Licensee purchase order or other ordering document.

Agreed to and accepted:
Information Builders, Inc.

Signature 
Name/Title David Boyle
Vice President,
Sales Operation
Date 6/27/14

Utah Transit Authority

Signature 
Name/Title Clair FieF/Chief Information Officer
Date 6/27/14

Signature 
Name/Title Jerry R. Benson / Acting General Mgr.
Date 6-27-14

Approved As To Form


UTA Legal Counsel



MASTER SOFTWARE LICENSE AGREEMENT SUBSCRIPTION LICENSE RIDER

130262

Rider Date: September 28, 2017

Delivery Date: September 28, 2017

Rider to the Master Software License Agreement dated June 30, 2014 (the "MSLA") between Utah Transit Authority ("Licensee"), and Information Builders, Inc., ("IBI" or "Licensor"), a New York corporation with principal offices at Two Penn Plaza, New York, NY 10121-2898.

Licensee licensed certain One-Time Licenses of the specified Software pursuant to Master Software License Agreement One-Time License Riders for IBI Agreement Nos. 639M.01, 639M.02 and 639M.03. Licensee desires to forfeit and convert all previously licensed Software to the Subscription Licenses as set forth in this Master Software License Agreement Subscription Rider. As of the Delivery Date, all prior license grants are terminated and replaced in their entirety.

IBI hereby grants to the Licensee a non-exclusive Subscription License to use the Operating System Version of the items listed below (the "Software"), on the Computer at the Installation Location specified during the Subscription License Term. The Subscription License is non-cancelable during the Subscription License Term specified below in accordance with the terms and conditions of the MSLA. The Subscription License Fee is subject to adjustment if a licensing parameter set forth below is exceeded (for example an increase in number of permitted Cores, or an increase in number of permitted Users; etc.).

Subscription License Fees:

- \$ 18,250 invoiced 9/28/2017
- \$ 85,000 due 1/1/2018
- \$135,000 due 1/1/2019
- \$135,000 due 1/1/2020
- \$135,000 due 1/1/2021

Subscription License Term Start Date: September 28, 2017

Subscription License Term End Date: December 31, 2021

Installation Location:

669 W 200 S
Salt Lake City, UT 84101

Delivery Method: Electronic Download

I. Agreement/Site No: 639M.01

<u>Computer Model: One Virtual Server</u>	<u>Operating System: Windows</u>
<u>Production</u>	
<u>Virtual Server: Yes</u>	<u>Serial No (if applicable): N/A</u>
<u>Number of Cores: 2 (if Virtual Server is selected, Number of Cores=Active Cores)</u>	

Software Item(s)	IBI Feature Code	# Users permitted (if applicable)	# Images permitted (if applicable) *	# Instances permitted (if applicable) *
<u>Additional WebFOCUS Client</u>	<u>CG04</u>		<u>1</u>	<u>N/A</u>
<u>Data Quality Server (DQS)</u>	<u>DOC</u>		<u>1</u>	<u>N/A</u>
<u>iWay Remediation</u>	<u>IREM</u>	<u>5</u>	<u>1</u>	<u>N/A</u>
<u>WebFOCUS InfoAssist+</u> <u>- Includes WebFOCUS Hyperstage high performance database</u> Note: Included Hyperstage license can be installed on a machine up to the number of Cores licensed for InfoAssist+. Exception: Customers who license InfoAssist+ for a 2 Core environment may install the included Hyperstage license on up to a separate 4 Core environment	<u>IAP</u>		<u>1</u>	<u>N/A</u>
<u>iWay Data Profiler</u>	<u>IDP</u>		<u>1</u>	<u>N/A</u>
<u>iWay DataMigrator</u>	<u>IETL</u>		<u>1</u>	<u>N/A</u>
<u>iWay Application Query Adapter for JD Edwards</u>	<u>IRJD</u>		<u>N/A</u>	<u>1</u>
<u>iWay Read/Write Adapter for XML Data</u>	<u>IXML</u>		<u>1</u>	<u>N/A</u>
<u>iWay Read/Write Adapter for Oracle</u>	<u>I851</u>		<u>1</u>	<u>N/A</u>
<u>iWay Read/Write Adapter for MS SQL Server</u>	<u>I86</u>		<u>1</u>	<u>N/A</u>
<u>iWay Read Adapter for MS Analysis Services</u>	<u>I88</u>		<u>1</u>	<u>N/A</u>
<u>iWay Read/Write Adapter for Excel</u>	<u>I881</u>		<u>1</u>	<u>N/A</u>
<u>WebFOCUS In-Document Analytics</u>	<u>WFAR</u>		<u>1</u>	<u>N/A</u>
<u>WebFOCUS Unlimited Portal</u>	<u>WPU</u>		<u>1</u>	<u>N/A</u>

* If blank, the number of Images and/or Instances permitted = (1); "Users", "Images" and "Instances" are as defined in the MSLA and/or IBI's Fee Schedule
** Local PC installation permitted

WebFOCUS Pro Server	WPRO		1	N/A
WebFOCUS Developer Studio (1 User per Image Copy)**	7080	1	1	N/A
WebFOCUS Open Portal Services	WOPI		1	N/A

II. Agreement/Site No: 639M.02

Computer Model: <u>One Virtual Server</u>	Operating System: <u>Windows</u>
<u>Development</u>	
Virtual Server: <u>Yes</u>	Serial No (if applicable): <u>N/A</u>
Number of Cores: <u>2</u> (if Virtual Server is selected, Number of Cores = Active Cores)	

Software Item(s)	IBI Feature Code	# Users permitted (if applicable)	# Images permitted (if applicable) *	# Instances permitted (if applicable) *
Additional WebFOCUS Client	CG04		1	N/A
Data Quality Server (DQS)	DQC		1	N/A
iWay Remediation	IREM	5	1	N/A
Data Management Console Enablement for DataMigrator	ECCN		2	N/A
iWay Data Profiler	IDP		1	N/A
iWay DataMigrator	IETL		1	N/A
iWay Application Query Adapter for JD Edwards	IRJD		N/A	1
iWay Read/Write Adapter for XML Data	IXML		1	N/A
Read/Write Adapter for Oracle	I851		1	N/A
Read/Write Adapter for MS SQL Server	I86		1	N/A
Read Adapter for MS Analysis Services	I88		1	N/A
Read/Write Adapter for Excel	I881		1	N/A
WebFOCUS In-Document Analytics	WFAR		1	N/A
WebFOCUS App Studio (1 User per Image Copy)**	WFAS	1	1	N/A
WebFOCUS Unlimited Portal	WPU		1	N/A
WebFOCUS InfoAssist+ - Includes WebFOCUS Hyperstage high performance database Note: Included Hyperstage license can be installed on a machine up to the number of Cores licensed for InfoAssist+. Exception: Customers who license InfoAssist+ for a 2 Core environment may install the included Hyperstage license on up to a separate 4 Core environment	IAP		1	N/A
WebFOCUS Pro Server	WPRO		1	N/A
WebFOCUS Developer Studio (1 User per Image Copy)**	7080	1	1	N/A

In the event the MSLA does not contain a definition of Cores, the following will apply: Some Windows / Intel, UNIX or Linux based servers have a multicore chip set. A multicore server has one or more chips each containing multiple processors, referred to as "Cores". If the authorized Computer Model is a Windows / Intel, UNIX or Linux server which is virtualized, then the Computer Model listed herein is deemed a "Virtual Server" and the Licensee must identify the subset number of "Active Cores" which the virtualization technology limits the Virtual Server to. The Active Cores for a Virtual Server must be on the same physical machine and shall not be segmented across multiple physical machines. Licensee understands that upgrade fees will apply if the permitted number of Active Cores on a Virtual Server is exceeded. Licensee understands that upgrade fees will apply if a non-virtualized Computer is replaced with a Computer with more physical Cores than the original Computer.

Special Terms (if any):

- Licensee has advised that the MSLA is internally referred to as UTA contracts UT-13-26TH-2 and UT-13-26TH-3. This Rider agreement is allowable under the current UTA contracts.
- Licensee acknowledges upon the Delivery Date that it does not retain One-Time licenses to any IBI Software.

Accepted:

Information Builders, Inc.

By _____
Authorized Signature

Print Name/Title

Date

Licensee

By DA
Authorized Signature
Darwin Harmon / IT Dir.
Print Name/Title
20 Sept 2017
Date

DA
DAVID F SKYRDEL
FARES + B2
DEV MGR
9/28/2017

Approved As To Form

* If blank, the number of Images and/or Instances permitted = (1); "Users", "Images" and "Instances" are as defined in the MSLA and/or IBI's Restricted License

** Local PC installation permitted



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Todd Mills, Senior Supply Chain Manager

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract 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:	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• FrontRunner Paint Booth. This procurement is for the construction of a Paint Booth and Mixing Room at the Warm Springs Facility. The Contractor selected will purchase and install a paint booth as well as provide all the necessary facility changes and construction to accommodate the booth. The need for a paint booth at this location is essential to the state of good repair for the Frontrunner system. Funding for the project is included in the 2020 and 2021 budgets. This will be procured as an RFP, where technical criteria will be reviewed and scored in addition to price. (Req. 8885)• FrontRunner Bike Rack. This is a sole source procurement with RailPlan International to upgrade our bike rack system on all 16 FrontRunner bike cars. The project was originally initiated to better meet our customer’s needs, but became more urgent when the Federal Railroad Administration (FRA) determined our current design is not compliant with FRA regulations. RailPlan is currently the only company that can provide the needed configuration with FRA Approval. This project will upgrade the 16 Bombardier bike cars to allow more bike capacity on trains, improve ease of use for our customers, ensure secure attachment for safety, and meet all Federal Railroad Administration (FRA) requirements. The current design only accommodates 9 bikes, but the new configuration will accommodate 14 bikes. Funding for this project is provided by local funds and an approved Federal Grant. (Req. 8779)

- ***On-Demand Technologies and Innovative Mobility Services.*** This is a procurement to contract with a firm to provide on-demand innovative mobility services. The primary goal of this RFP is to procure an experienced contractor with capabilities of providing new and emerging on-demand technologies and services which support UTA microtransit, paratransit, fixed route, or vanpool services throughout the UTA service area using Transportation as a Service, Software as a Service, and Mobility as a Service solutions. In order to support UTA strategic goals, objectives and the Five-Year Service Plan, UTA needs to procure a contractor capable of planning, designing, operating, and providing on-demand services and other innovative technologies. This contract will be advertised as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 8895)
- ***Meadowbrook Bay Expansion.*** This procurement is for the construction of additional maintenance bays and canopies at the Meadowbrook Business Unit. The Contractor selected will extend the existing building to create 7 additional bays and one row of bus canopies. The need for additional bays and canopies at this location is essential to the state of good repair for the bus fleet as well as to accommodate the needs for an expanding fleet. Funding for the project is included in the 2020 and 2021 budgets. This will be procured as an RFP, where technical criteria will be reviewed and scored in addition to price. (Req. 8886)



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Ogden WSU Bus Rapid Transit Depot Electric Vehicle Charging Infrastructure (Rocky Mountain Power)
AGENDA ITEM TYPE:	Grant Application
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Rocky Mountain Power (RMP) funds custom projects through grant-based custom incentives for eligible renewable energy technologies. To be eligible, a proposed Electric Vehicle Supply Equipment (EVSE) project must be new or a new addition to an existing project, grid-connected, served by RMP, locally-owned and non-residential. Project readiness and availability of partner match are also considered for award selection. There is no application due date.
DISCUSSION:	<p>This grant award would fund the installation of 5 depot chargers (providing a total of 15 charger ports) at the Mount Ogden Maintenance Facility. This would include utility construction costs associated with the installation of the chargers. The grant request from Rocky Mountain Power is \$750,000. The total project cost is \$1,446,000.</p> <p>Electric vehicles can reduce emissions that contribute to climate change, improving public health and reducing environmental impacts. For the utilities that power electric vehicles, the technology can improve grid reliability and sustainability by helping to manage peak demand by charging vehicles during off-peak times.</p>
ALTERNATIVES:	Electric buses are more energy efficient than diesel fueled buses, and the use of electricity as a fuel diversifies UTA's energy sources for propulsion. Electric buses have been selected for the Ogden WSU BRT project. UTA has been selected for award of other funding sources for the Ogden WSU BRT project and without the RMP funding, the previously awarded funds will require UTA capital budget for match.
FISCAL IMPACT:	No match is required. This grant will offset the costs that UTA would otherwise incur as part of the Ogden WSU BRT project. The Ogden WSU BRT project is included in UTA's approved 5-year Capital Plan.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	CMAQ/STBG/TAP WFRC Concept Report Submittals for the Ogden/Layton Urbanized Area (Weber and Davis Counties)
AGENDA ITEM TYPE:	Grant Application
RECOMMENDATION:	Informational Report for Discussion
BACKGROUND:	The Wasatch Front Regional Council (WFRC) programs Federal Highway Congestion Mitigations/Air Quality (CMAQ), Surface Transportation Block Grant (STBG) and Transportation Alternatives Program (TAP) funds each year through a competitive application process for the Ogden/Layton Urbanized Area.
DISCUSSION:	<p>WFRC is programming CMAQ and STBG funds for use in 2027 and TAP funds for 2023. In September, UTA submitted a letter of intent to apply for several projects and submitted full applications (concept reports) for the projects listed below on December 10th. The discussion below gives information for each of the projects.</p> <ol style="list-style-type: none">1. Davis-SLC Community Connector – Design Funds – STBG<ul style="list-style-type: none">o \$16,700,000 total design cost: \$1,500,000 federal STBG request in this Urbanized Area (UZA) + \$108,924 UTA match (additional funds for this project are also being requested in the Salt Lake City/West Valley City UZA)o Request helps pay for design of the project, which is anticipated to seek FTA Small Starts funding for additional design and project construction.2. Box Elder Park and Ride Lot – CMAQ<ul style="list-style-type: none">o \$920,000 total project cost: \$850,000 federal CMAQ request in this UZA + \$64,000 UTA matcho UTA is proposing a 100 stall park-and-ride lot and 2 bus bays on property between the rail corridor and the Wal-Mart on 1100 South (Highway 91) in Brigham City for vanpool and other users to have an official spot to meet, where they can safely leave their vehicles and ride together to their destinations.3. Bus Stop Improvements – STBG<ul style="list-style-type: none">o \$571,000 total project cost: \$532,343 federal STBG request+ \$38,657 UTA matcho Will construct almost 50 bus stops, including ADA/shelter pads, shelters, benches, and other amenities as warranted in the Bus Stop Master Plan. (Fewer

	shelters/amenities are warranted at the stops being planned in this UZA than in the SLC/WVC UZA.)
ALTERNATIVES:	<p>Listed below are outcomes if applications had not been submitted or are not selected for award.</p> <ol style="list-style-type: none"> 1. Davis-SLC Community Connector – Design Funds <ul style="list-style-type: none"> ○ UTA and other funding sources would have to cover the whole project design cost. 2. Box Elder Park and Ride Lot <ul style="list-style-type: none"> ○ Continue using the lot on Brigham City School District property that is a more expensive land lease, and does not serve commuters in the region as well. 3. Bus Stop Improvements <ul style="list-style-type: none"> ○ Stops will be improved at a slower pace, as the funds UTA has budgeted would not be leveraged to improve more stops beyond those currently included.
FISCAL IMPACT:	<ol style="list-style-type: none"> 1. Davis-SLC Community Connector, Design Funds – This project is included in the proposed 5-Year Capital Plan. This contributes toward the funding that will ultimately be needed to complete the project. 2. UTA anticipates using the property already purchased with Box Elder sales tax allocated for transit as match for this project. 3. Bus Stop Improvements – Match for this application comes from funds included in the adopted budget. If awarded this grant, UTA’s funds are substantially leveraged, allowing improvement of more bus stops across the system.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: December 16, 2020

SUBJECT:	CMAQ/STBG/TAP WFRC Concept Report Submittals for the Salt Lake City/West Valley Urbanized Area (Salt Lake County)
AGENDA ITEM TYPE:	Grant Opportunity
RECOMMENDATION:	Informational Report for Discussion
BACKGROUND:	The Wasatch Front Regional Council (WFRC) programs Federal Highway Congestion Mitigations/Air Quality (CMAQ), Surface Transportation Block Grant (STBG) and Transportation Alternatives Program (TAP) funds each year for the Salt Lake City/West Valley Urbanized Area. WFRC is programming CMAQ and STBG funds for use in 2027 and TAP funds for 2023 through a competitive application process.
DISCUSSION:	<p>In September, UTA submitted a letter of intent to apply for several projects and submitted full applications (concept reports) for the projects listed below on December 10th. The discussion below gives information for each of the projects.</p> <ol style="list-style-type: none">1. Davis-SLC Community Connector – Design Funds – STBG<ul style="list-style-type: none">o \$16,700,000 total design cost: \$1,500,000 federal STBG request in this Urbanized Area (UZA) + \$108,924 UTA match (additional funds for this project are also being requested in the Ogden-Layton UZA)o Request will help pay for design of the project, which is anticipated to seek FTA Small Starts funding for additional design and project construction.2. Point of the Mountain Transit Environmental Study – STBG<ul style="list-style-type: none">o \$4,000,000 total study cost: \$2,500,000 federal STBG request + \$181,540 UTA match + other UTA and partner fundso Request will help pay for environmental study and preliminary engineering of the project, which is anticipated to seek FTA Small Starts funding for construction.3. On-Route Electric Bus Charging Infrastructure: Round 2 – CMAQ<ul style="list-style-type: none">o \$2,681,540 total project cost: \$2,500,000 federal CMAQ request + \$181,540 UTA matcho Two on-route chargers at key locations in UTA’s SL County system. Last round of CMAQ funding awarded chargers at the proposed West SLC hub and Wasatch and

	<p>3900 South. The next two chargers would likely be at the West Valley Hub and a second charger at the Wasatch site.</p> <ol style="list-style-type: none"> 4. Bus Stop Improvements – STBG <ul style="list-style-type: none"> ○ \$647,000 total project cost: \$603,198 federal STBG request + \$43,802 UTA match ○ This would construct almost 30 bus stops, including ADA/shelter pads, and shelters, benches, and other amenities as warranted. 5. Future of FrontRunner Double Tracking – S. Jordan to Draper Stations – CMAQ/STBG <ul style="list-style-type: none"> ○ \$40,400,000 total project cost: \$3,000,000 federal CMAQ or STBG request + \$217,848 UTA match + other UTA/partner funds ○ Double tracking 2.5 miles of FrontRunner track from the Draper to the South Jordan Station. This is one of the top priorities for UTA commuter rail expansion based on the Future of FrontRunner Study. 6. Alternatives and Environmental Study of the 400 West TRAX Rail Connection – STBG <ul style="list-style-type: none"> ○ \$1,300,000 total project cost: \$1,211,990 federal STBG request + \$88,010 UTA match or other local match ○ This corridor is on the Salt Lake City Transit Master Plan and on the 2019-2050 Long Range Transportation plan. UTA requests STBG funding to begin the environmental study of this corridor.
ALTERNATIVES:	<p>Listed below are outcomes if applications had not been submitted or are not selected for award.</p> <ol style="list-style-type: none"> 1. Davis-SLC Community Connector – Design Funds – STBG <ul style="list-style-type: none"> ○ UTA and other funding sources would have to cover the whole project design cost. 2. Point of the Mountain Transit Environmental Study – STBG <ul style="list-style-type: none"> ○ UTA and other funding sources would have to cover the entire study cost. The study could be delayed if partners could not help cover the costs. 3. On-Route Electric Bus Charging Infrastructure: Round 2 – CMAQ <ul style="list-style-type: none"> ○ The VW grant and past WFRC funds can pay for four on-route chargers, this request would pay for two more on the system. Current and future electric buses will not have as much flexibility in deployment if more chargers are not installed. 4. Bus Stop Improvements – STBG <ul style="list-style-type: none"> ○ Stops will be improved at a slower pace, as the funds UTA has budgeted would not be leveraged to improve more stops beyond those currently included. 5. Future of FrontRunner Double Tracking – S. Jordan to Draper Stations – CMAQ/STBG <ul style="list-style-type: none"> ○ This is some of the first funding to be sought for this project. Additional funds will be needed for the project, and these would provide initial funding for this important work. 6. Alternatives and Environmental Study of the 400 West TRAX Rail Connection – STBG <ul style="list-style-type: none"> ○ The start of this study would be delayed until funding is found to move forward.
FISCAL IMPACT:	<ol style="list-style-type: none"> 1. Davis-SLC Community Connector, Design Funds – This project is included in the proposed 5-Year Capital Plan. This contributes toward the funding that will ultimately be needed to complete the project.

	<ol style="list-style-type: none">2. Point of the Mountain Transit Environmental Study – This project is included in the proposed 2021 Capital budget. This contributes toward the funding that will ultimately be needed to complete the project.3. On-Route Electric Bus Charging Infrastructure: Round 2 – UTA will need to include the match for this proposal in a future capital budget update.4. Bus Stop Improvements – Match for this application comes from funds included in the adopted 2020 Capital budget and the proposed 2021 Capital budget. If awarded this grant, UTA’s funds are substantially leveraged, allowing improvement of many more bus stops across the system.5. Future of FrontRunner Double Tracking – S. Jordan to Draper Stations – Multiple funding sources need to be identified for this project to be implemented. This project is included in the approved 5-Year Capital Plan. This contributes toward the funding that will ultimately be needed to complete the project.6. Alternatives and Environmental Study of the 400 West TRAX Rail Connection – This project is included in the proposed 2021 Capital budget. This would reduce the amount of UTA funds required for the project.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Eco Trip Rewards Custom Fare Agreement (Intermountain Health Care Services, Inc.)
AGENDA ITEM TYPE:	Service and Fare Approval
RECOMMENDATION:	Authorize the Executive Director to execute Amendment 1 of the ECO Trip Rewards Trip Based Agreement with Intermountain Health Care Services Inc. ("IHC")
BACKGROUND:	<p>IHC has a long-standing relationship with UTA. The current contract between UTA and IHC is an ECO Trip Rewards trip-based Agreement (custom agreement). This allows IHC to provide a transit pass option to as many of their 20,000 employees as possible. Employees can opt in or out to receive a UTA transit pass. IHC pays for each trip taken by authorized users on UTA transit services. Authorized users include all persons employed by or who volunteer for Intermountain.</p> <p>All cardholders are required to "tap-on/off" the UTA system and a trip report is generated every time a cardholder pass is used to board a UTA vehicle in revenue service. Authorized services under this agreement can be found in Exhibit A of the contract. Because of IHC's commitment to implementing internal marketing initiatives to promote and increase pass usage, UTA has provided a discount of 17.5 percent to IHC on UTA's Base One-Way Fare Schedule.</p> <p>The current contract will expire on December 31, 2020.</p>
DISCUSSION:	<p>UTA and IHC will amend the term of the current contract, extending it for one additional year. The new contract term will be January 1, 2021 through December 31, 2021. All other terms of the contract, including the incentive discount of 17.5 percent will remain the same.</p> <p>Pass programs are discounted and specially priced for partners to support them in sponsoring fares and encouraging use of public transportation. Institutions of the same size would qualify for a similar incentive discount between 15-20 percent on UTA's base one-way fare.</p>

CONTRACT SUMMARY:	Contractor Name: IHC Health Services, Inc.	Contract Number: 19-F0002-2 A1
	Base Contract Effective Dates: January 1, 2020 through December 31, 2020	Extended Contract Dates: January 1, 2021 through December 31, 2021
	Existing Contract Value: \$276,800	New Contract Value: \$195,000-\$277,000
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	Revenue for IHC Health Services in 2020 is projected to be \$277,000. For the contract year 2021, it is estimated that IHC's revenue will be between \$195,000 and \$277,000. This projected range takes into consideration ongoing impacts of the pandemic.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Amendment 1 2) Base Contract 	

RENEWAL AMENDMENT 1
ECO TRIP REWARDS TRIP BASED AGREEMENT
IHC Health Services, Inc.

This amendment no. 1 is effective January 1, 2021 (“Effective Date”), by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”) and **IHC HEALTH SERVICES, INC. (or the “Administrator”)**.

WHEREAS, the Parties entered into a ECO Trip Rewards trip based Agreement (hereinafter the “Agreement”) with an effective date of January 1, 2020 for the purchase of fare for each trip taken by its Authorized Users;

WHEREAS, the Parties desire to renew the Agreement for an additional one-year term from January 1, 2021 until December 31, 2021.

NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. The parties agree to renew the Agreement for an additional one-year term from January 1, 2021 through December 31, 2021.
2. All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY:

IHC HEALTH SERVICES INC.

_____ Date
By:
Title:

_____ Date
By:
Title:

_____ Date
By:
Title:

Approved As To Form:

UTA Legal Counsel

CONTRACT #: _____

**ECO TRIP REWARDS
TRIP BASED
AGREEMENT**

This ECO Trip Rewards Trip Based Agreement (the “Agreement”) is made this 1st day of January, 2020, between (a) the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“UTA”), and (b) **IHC Health Services, Inc** (or the “Administrator”).

Recitals:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations; and

WHEREAS, Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement.

Agreement:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined this Agreement) in accordance with the attached and incorporated Exhibit “A”. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. **TERM.** The Term of this Agreement shall begin January 1, 2020 and terminate December 31, 2020 (the “Term”).
3. **AUTHORIZED USERS.** Administrator’s authorized users include all persons employed by or who volunteer for Administrator (“Authorized Users”). Administrator’s Authorized Users who have been issued a Pass in accordance with Paragraph 4 of this Agreement are cardholders (“Cardholders”) for purposes of this Agreement.
4. **FORM OF PASS.** The type of Passes selected by Administrator shall be reflected on Exhibit “A 2.a.”
 - A. **Electronic Fare Card Media.** Each “Pass” is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
 1. **UTA-Printed Passes.** “UTA Printed Passes” shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card’s UID or card face number using

UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules, as set forth in Exhibit D; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules.

2. **Administrator-Printed Passes.** "Administrator-Printed Passes" shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Authorization from UTA must be received prior to electing to use Administrator-Printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules. UTA shall issue an electronic "Receipt of Issue." Upon Administrator's receipt of "Receipt of Issue," the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

5. **PASS RECOGNIZED AS TRANSIT FARE.**

- A. So long as this Agreement has not been terminated in accordance with Paragraph 23, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA's Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit "A".
 1. All Cardholders are required to "Tap-On" and "Tap-Off" (as defined in Exhibit "D"). Failure to do so may result in a citation or fine pursuant to UTA's ordinances.
 2. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
 3. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a "Trip"). The manner in which UTA determines a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which is located in Exhibit E. UTA services are public transit services.
- B. UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies at its sole discretion.
- C. Each Pass is valid from the date of issuance or activation by the Administrator through December 31, 2020. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
- D. Corporate Pool Passes. Administrator may issue these passes to Authorized Users non-commuting purposes. Corporate Pool Passes are transferable from one Authorized User to another Authorized User. These passes do not require the Cardholder's name to be printed on the Pass. Otherwise, all other conditions apply. Authorized Users must carry an IHC Health Services, Inc. employee photo ID. Administrator is responsible for the issuance of the Corporate Pool Passes and for payment of all fares for all Trips recorded on Corporate Pool Passes.

6. **PAYMENTS BY ADMINISTRATOR TO UTA.** On a monthly basis, Administrator shall pay to UTA, the applicable, effective Base One-Way Fare for each Trip on an Authorized UTA Service, during the preceding month at the cost identified in Exhibit “B.”
7. **CALCULATION OF FARES.** The payment of Fares shall be calculated as follows:
 - A. The number of Trips for each month is determined by UTA’s Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions attached as Exhibit E. The applicable Base One-Way Fare will be applied to each Trip (See Exhibit “B” for the current Base One-Way Fare schedule).
 - B. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall be a condition to the use of UTA’s transit services by Cardholders.
 - C. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA’s Electronic Fare Collection system is not functioning properly as reasonably determined by UTA in UTA’s sole discretion.
 - D. The Base One-Way Fare Schedule rates are the rates posted on UTA’s website www.rideuta.com and defined in Exhibit B and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. **APPLICATION OF FUEL SURCHARGE.** The Fuel Surcharge Matrix in Exhibit “B” assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q’18 calendar quarter (July 1, 2018 – September 30, 2018) will determine the Fuel Surcharge effective, if at all, on or about November 1, 2018. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit “B.” UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip. Application of the Fuel Surcharge described above shall be in UTA’s sole discretion.
9. **INVOICES.**
 - A. UTA shall invoice Administrator monthly. UTA’s invoice shall state: (1) the number of Trips by Service Type; (2) the total amount in Base One-Way Fares; (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the total amount of the applicable discount.
 - B. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
 - C. UTA shall charge and Administrator 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 properly stated invoice.
 - D. Administrator agrees to make payments under this Agreement as set forth in the Form of

Payment in Exhibit A.

10. **DISPUTED INVOICES.** Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within five (5) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to arbitration within sixty (60) days after Administrator's receipt of such statement. Pending the determination of such dispute by agreement or arbitration, Administrator will not be obligated to pay the disputed, unpaid Invoice.
11. **PRE-AUTHORIZATION.** As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator shall identify various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.
12. **HANDLING OF ELECTRONIC FARE CARDS/PASSES.** Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder, except in the case of the Corporate Pool Pass; (c) Administrator being able to produce for inspection, upon UTA's Written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within seven (7) business days, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all such records maintained by Administrator during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.
13. **CONFISCATION OF PASSES/UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual or constructive knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized

User.

14. **RETURN OF PASSES.** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. **ISSUANCE OF PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. **RESTRICTIONS ON ADMINISTRATOR'S CHARGES TO EMPLOYEES.** Although Administrator may implement a charge to Cardholders to offset the cost incurred by Administrator for the Passes, in no event shall Administrator's aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of passes to Cardholders, Administrator shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Administrator associated with this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.
17. **NON-TRANSFERABLE.** Each Pass is not transferable, as printed on the Pass, to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
18. **DELIVERY OF UTA-PRINTED PASSES.** The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
19. **COST FOR LOST, REPLACEMENT OR STOLEN PASSES.** UTA reserves the right to charge Administrator and Administrator shall pay \$1.00 for each Pass if re-issued as a replacement for a Pass that is lost or damaged by a Cardholder if the number of replacement cards becomes excessive as determined by UTA in UTA's sole discretion. UTA shall not charge a fee to Administrator for a replacement for a stolen Pass, so long as a police report is provided by Administrator to UTA, however, if no police report is provided, UTA reserves the right charge and Administrator shall pay \$1.00 for such replacement Pass. This section does not apply if the Administrator replaces the lost or stolen cards with their own card media.
20. **GUARANTEED RIDE HOME.** In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Administrator understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self-insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. An Administrator's Authorized User shall be entitled up to six (6) guaranteed

rides home in any calendar year.

A. For purposes of this Agreement, the term “Bona Fide Emergency” means: (a) an unavoidable and unplanned change in the Authorized User’s work schedule which causes the Authorized User to miss the Authorized User’s usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User’s Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed Administrators pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required time period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.

A. For purposes of this Agreement the term “Immediate Family Member” means a spouse, child, step- child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

21. **SECURITY TERMS.** Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator’s Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator’s Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator’s acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.
22. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine (upon reasonable notice and during regular business hours) the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis UTA shall not maintain any personally identifiable information of Administrator’s Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Administrator with reasonable advance notice thereof.
23. **TERMINATION OF AGREEMENT.** UTA may terminate this Agreement at any time by giving 60 days’ written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 22, if requested by UTA.
24. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
25. **NON-DISCRIMINATION.** Administrator is an equal opportunity employer and federal

contractor. Consequently, the parties agree that, to the extent applicable: (1) it will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.

26. **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 agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
27. **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 attorneys' fees and court costs shall be paid by the non-prevailing party.
28. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
29. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement.
30. **AUTHORITY.** The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
32. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

33. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown below.

Administrator:	<u>IHC Health Services, Inc</u>	If to: Utah Transit Authority:
Name:	<u>Intermountain Healthcare Supply Chain Center</u>	Kensey Kunkel
Attention:	<u>Geni Wagner</u>	669 West 200 South
Address:	<u>7302 South Bingham Junction BLVD</u>	Salt Lake City, Utah 84101
	Midvale Utah 84047	801-741-8806
And to:		kkunkel@rideuta.com
Name:	<u>Intermountain Healthcare Supply Chain Center</u>	
Attention:	<u>Senior Executive Assistant</u>	
Address:	<u>7302 South Bingham Junction BLVD</u>	
	Midvale, Utah 84047	
And to:	<u>Contractadministrator@imail.com</u>	

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

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

INTERMOUNTAIN HEALTHCARE

By: Allison P. 2019.12.20
Corry 09:53:09 -07'00'
Signature Date

Print Name: Allison Corry

Print Title: Supply Chain Solutions/Sourc AVP

UTAH TRANSIT AUTHORITY

By: DocuSigned by:
Carolyn A Gonot
0C1EDCBAD567410
Signature Date

Print Name: Carolyn Ganot Gonot

Print Title: Executive Director

By: DocuSigned by:
Brad Armstrong 12/23/2019
BC0BF3B39...
Signature Date

Print Name: Robert K. Biles

Print Title: Chief Financial Officer

Approved As To Form:

DocuSigned by:
Mike Bell
C6AB98DD755C44D...

Michael Bell
Assistant Attorney General
Counsel for UTA

Exhibit A

Pass Program Configuration Form ECO TRIP REWARDS (Trip Based Agreement)

A1a. Authorized UTA Services

- Basic: Regular Bus, Max bus rapid transit,, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- Premium: Basic services plus FrontRunner and Express Bus
- Park City SLC Connect
- Ski Service

Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.

A2a. Form of Passes

- UTA-Printed Passes: Requires completion of Section A2b, Table 1 “Initial Pass Order” below.
- Administrator-Printed Passes

A2b. Initial Pass Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity
Regular Pass	
Premium Pass	
Corporate Pool Pass	

A3. Administrator Personnel – See Exhibit E for a list of authorized persons.

UTA will contact authorized persons to set up logins for UTA web interface purposes for card replacements and card lookups. Administrator will provide a list of authorized persons to UTA using a signed document substantially in the form of the sample in Exhibit F (“List of Authorized Persons”). The Parties may change the format of the List of Authorized Persons as mutually agreed upon.

A4. Form of Payment

- Checks. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.
- ACH
- Wire Transfer*

*Wire transfer instructions available upon request

Exhibit B

ECO TRIP REWARDS (Trip Based Agreement)

Base One-Way Fare Schedule and Authorized UTA Services

Effective date: December 8, 2013 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 – \$9.70	\$5.50	\$4.50	\$4.50

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$.60	\$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees, which are set forth in the following table:

Fuel Surcharge Fee Matrix

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

Exhibit C

ECO TRIP REWARDS

Because of its commitment to implementing internal marketing initiatives to promote and increase pass usage in 2020, UTA shall provide the following discount to Administrator on UTA's Base One-Way Fare Schedule:

Date	Discount
January 1, 2020- December 31, 2020	17.5%

Exhibit D

Cardholder Rules

- I. **Definitions.** The following terms shall have the following defined meanings when referenced in these Rules:
- A. “Administrator” shall mean the Issuing Institution.
 - B. “Issuing Institution” shall mean the institution from which the Pass or other Electronic Fare Card is actually received.
 - C. “Distance Based Services” shall mean services for which fare is calculated by the distance traveled, such as FrontRunner.
 - D. “Pass” shall mean an electronically enabled fare card (which may be printed by UTA or an Issuing Institution when used as fare payment for UTA transit services).
 - E. “Tap-On” shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon boarding a UTA vehicle.
 - F. “Tap-Off” shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon exiting a UTA vehicle.
- II. **Rules Applicable to Cardholders presenting all Electronically-Enabled Passes (“Cardholders”)**
- A. All Cardholders are required to Tap-On and Tap-Off when riding UTA services.
 - B. Failure to Tap-On or Tap-Off may result in a citation or fine pursuant to UTA’s Ordinances.
 - C. Cardholder must provide valid photo identification upon request.
 - D. A Pass is not transferrable if the words “not transferable” are printed on the Pass.
 - E. Cardholders must comply with UTA’s Rider Rules.
 - F. Cardholders must comply with UTA’s Ordinances.

The only exception to the Tap-Off requirement is when a Cardholder transfers from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, Cardholders are always required to Tap-Off when alighting a vehicle.

Passes are not valid on Paratransit service or Special services.

Possession of a Pass does not guarantee boarding.

Cardholder’s use of an Administrator- issued Pass is governed by agreement between UTA and the Issuing Institution. Cardholders that call UTA customer support seeking to have their Administrator- issued Passes reactivated may be directed to contact their Issuing Institution for assistance.

Exhibit E

Electronic Fare FAQs

Where do I tap my card?

Electronic readers are located at all doors on all UTA buses and near the entrances to all TRAX and FrontRunner platforms. Just tap your card to the contactless logo (shown below) as you board and when exiting a bus or train platform.



How does the EFC system work?

It's easy. Just tap a UTA contactless transit pass or a contactless credit/debit card to the contactless logo on a reader. The system automatically recognizes the type of card and responds accordingly. The following are possible reader responses:

- **Valid:** a green light and acceptance message on the reader means your card has been accepted as a valid form of fare payment. Welcome aboard!
- **Additional action required:** a yellow light means that more action is required. For example, if you are using a regular Eco or Student Pass you may need to pay an upgrade for a premium service. Check the reader display for more information.
- **Not valid:** a red light means your card is invalid or has been disabled. Check the reader display for more information. If your card is invalid, you must pay your fare using another payment method such as cash. If your card has been disabled, contact the card issuer to resolve the issue.

What fare is charged?

When paying with a contactless credit/debit card, you will be charged the single adult cash fare for the service.

What type of contactless cards can be used?

There are three types of contactless cards that may be accepted:

- Bank-issued contactless credit/debit cards
- Certain ID cards issued by organizations such as schools, employers, and ski resorts
- UTA contactless transit passes

The reader response will tell you if your card is accepted as a valid form of fare payment.

What do I do if I get a red light (or no response) when tapping my card to a reader?

- If your card gets a red light at the reader, you must pay your fare using another payment method such as cash. If you feel your card is getting a red light in error, please contact the card issuer to resolve the issue.
- If your card gets no response at all from the reader, try removing the card from your wallet or purse and try again. It may be experiencing card “collision” which occurs when one or more electronic cards are next to each other causing a faulty read. If when tapping your card, the reader still gives no response, please try another reader if possible. If there isn’t any response from an alternate reader, it may be that the microchip or antenna inside the card is damaged. Another possibility is that your card is not a contactless smartcard. In other words, it may not have an embedded chip or antenna. Please contact the card issuer for assistance.
- For contactless credit/debit cards, after you have contacted the issuing institution to resolve the issue, call UTA Customer Service at 801-2872667 to re-authorize your card on UTA’s system.
- **IMPORTANT** – Please note that if you get a red light (or no response) when tapping your card at a reader, you must pay your fare using another payment method such as paying with cash, or purchasing a ticket at a TVM. This is true even if you feel that your card is getting rejected in error. In all cases, when paying with any type of contactless card, you must get a green light to board (or yellow light with proof of upgrade payment).

How are fares enforced?

- **Bus:** As you board, the operator will receive a validation message from the reader just as you do and allow you to board. The operator will allow you to board if your card gets a green light. The operator will ask for additional payment if your card gets a yellow light. If your card gets a red light (or no response), the operator will ask you to please provide an alternate form of fare payment.
- **TRAX and FrontRunner:** UTA transit officers carry a small electronic inspection device. Inspectors will ask patrons to show proof of fare (e.g. “tickets please”). When you are asked to show proof of fare, simply produce the contactless transit pass or contactless credit/debit card that you used to pay. The officer will electronically inspect your card to determine whether the card was recently tapped or not. If there is no electronic record of the card being tapped, then the officer will likely issue a citation for failure to provide proof of payment.

Does UTA track my movements when I tap on and tap off?

- UTA does not track the movement of specific individuals within its transit system.
- Trip data is used primarily to analyze and understand mass transit patterns in order to improve overall service and better plan for the future.
- Internal and external EFC trip reporting is done at aggregate levels so that UTA and its partners are unable to view or track the trip patterns of specific individuals.

How do transfers work?

- When paying with a contactless pass or credit/debit card, there is no need to ask for a transfer. Once you tap off, the system will automatically apply transfer credits for all transfers you make within a 2 hour window.
- When transferring from one service type to another, you will be charged only for the most expensive service used. Example: A woman begins her journey on a Regular bus in Salt Lake City and pays for the trip using a contactless credit card. The card is charged a single Regular bus adult fare. She taps off the Regular bus and transfers to a higher priced Express bus heading to Ogden using the same credit card. The system automatically applies a transfer credit and charges the card for the difference between an Express and Regular bus fare. The total fare for this journey is the same as the higher Express bus fare.

What about the Free Fare Zone?

A card tapped on and off within the downtown Salt Lake City free fare zone will not be charged.

How does FrontRunner charge a fare?

Tapping on and off is especially important for FrontRunner, which charges you based on the distance you travel.

Do I have to tap on *and* tap off?

- **Yes.** Be sure to tap on when boarding and tap off when exiting to complete your trip. It is important to remember to tap off with the same card when exiting in order to close out the trip, as failure to tap off would leave the trip incomplete. The only exception to the tap off requirement is when you transfer from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, you are always required to tap off when exiting.
- Failure to tap off voids any transfer credits that you would normally receive.
- If you tap on within the free fare zone and fail to tap off when exiting within the free fare zone, you will be charged the full single adult cash fare.
- If you fail to tap off on FrontRunner, you will be charged the maximum fare, instead for only the distance that you have traveled.

Do Paratransit vehicles have the electronic fare readers and accept contactless credit/debit cards?

- The EFC system has not been installed on any Paratransit vehicles or services at this time. Contactless credit/debit cards are not accepted on board. Another form of payment is required.

Why did I get a credit card charge when tapping on UTA's card readers?

- Your credit card was accepted as fare payment. This can happen if you keep a contactless credit or debit card close to your UTA card in your wallet or purse. We suggest removing your UTA card from your wallet or purse and tapping only that card to avoid unwanted charges.

How are my fares calculated?

- Your tap records allow UTA to construct trips for fare calculation.

What is a trip?

Trip: Also known as an Unlinked Trip, Boarding, Segment, or Leg. You are required to Tap On when boarding a service, and also Tap Off when alighting a service. The tap on and tap off usage data records are paired in the EFC system to form a single trip. The fare calculation and transfer credit business logic is then applied to trips.

Linked Trip: Also referred to as a Journey. A linked trip is one or more trips taken by a single patron within a defined transfer period (e.g. 2 hours). A base fare is calculated for each trip segment, and transfer credits are applied according to UTA's business rules.

EXHIBIT F
LIST OF AUTHORIZED PERSONS

Effective _____ the List of Authorized Persons will be as follows:

First and Last Name	Title	Email Address
Geni Wagner	Program Manganer	geni.wagner@imail.org
Jean Flinn	Executive Asst	Jean.Flinn@imail.org
Shellie Haycock	Executive Asst	Shellie.Haycock@imail.org
Stacie Hunsaker	HR Generalist	Stacey.Hunsaker@imail.org
Brody White	HR Generalist	Brody.White@imail.org
Rosemary Morrissey	PBX Operator Scheduler	Brody.White@imail.org
Rachael Remynse	HR Generalist	Rachael.Remynse@imail.org
Marj Johnson	Executive Asst	Marj.Johnson@imail.org
Janet Atkinson	Executive Asst	janet.atkinson@imail.org
Marlee Brown	Office Coordinator	Marlee.Brown@imail.org
Ashley Lafeen	HR Generalist	Ashley.Lafeen@imail.org
Ely Nisguritzer	HR Generalist	Ely.Nisguritzer@imail.org
Jessica Wright	HR Generalist	Jessica.Wright2@imail.org
Natasha Ovuoba	HR Generalist	Natasha.Ovuoba@selecthealth.org
Nancy Castaldo	Project Training Coor	nancy.castaldo@selecthealth.org

Reason For Change:	
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Signature – Administrator



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Eco Trip Rewards Custom Fare Agreement (SelectHealth, Inc.)
AGENDA ITEM TYPE:	Service and Fare Approval
RECOMMENDATION:	Ratify the base agreement and authorize the Executive Director to execute Amendment 1 of the ECO Trip Rewards Trip Based Agreement with SelectHealth Inc. ("Select Health")
BACKGROUND:	<p>SelectHealth has a long-standing relationship with UTA. The current contract between UTA and SelectHealth is an ECO Trip Rewards trip-based Agreement (custom agreement). This allows SelectHealth to provide a transit pass option to as many of their employees as possible. Employees can opt in or out to receive a UTA transit pass. SelectHealth pays for each trip taken by authorized users on UTA transit services. Authorized users include all persons employed by or who volunteer for SelectHealth.</p> <p>All cardholders are required to "tap-on/off" the UTA system and a trip report is generated every time a cardholder pass is used to board a UTA vehicle in revenue service. Authorized services under this agreement can be found in Exhibit A of the contract. Because of SelectHealth's commitment to implementing internal marketing initiatives to promote and increase pass usage in 2020, UTA has provided a discount of 17.5 percent to Select Health on UTA's Base One-Way Fare Schedule.</p> <p>The current contract will expire on December 31, 2020.</p>
DISCUSSION:	<p>UTA and SelectHealth will amend the term of the current contract, extending it for one additional year. The new contract term will be January 1, 2021 through December 31, 2021. All other terms of the contract, including the incentive discount of 17.5 percent will remain the same.</p> <p>Pass programs are discounted and specially priced for partners to support them in sponsoring fares and encouraging use of public transportation. Institutions of the same size would qualify for a similar incentive discount between 15-20 percent on UTA's base one-way fare.</p>

CONTRACT SUMMARY:	Contractor Name: SelectHealth, Inc.	Contract Number: 19-F00015-2 A1
	Base Contract Effective Dates: January 1, 2020 through December 31, 2020	Extended Contract Dates: January 1, 2021 through December 31, 2021
	Existing Value: \$5,900	New Contract Value: \$5,900
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	Revenue for SelectHealth in 2020 is projected to be \$5,900. For the contract year 2021, it is estimated that SelectHealth's revenue will remain the same.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Base Contract 2) Amendment 1 	

CONTRACT #: _____

**ECO TRIP REWARDS
TRIP BASED
AGREEMENT**

This ECO Trip Rewards Trip Based Agreement (the “Agreement”) is made this 1st day of January, 2020, between (a) the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“UTA”), and (b) **SELECTHEALTH, INC.** (or the “Administrator”).

Recitals:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations; and

WHEREAS, Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement.

Agreement:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined this Agreement) in accordance with the attached and incorporated Exhibit “A”. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. **TERM.** The Term of this Agreement shall begin January 1, 2020 and terminate December 31, 2020 (the “Term”).
3. **AUTHORIZED USERS.** Administrator’s authorized users include all persons employed by or who volunteer for Administrator (“Authorized Users”). Administrator’s Authorized Users who have been issued a Pass in accordance with Paragraph 4 of this Agreement are cardholders (“Cardholders”) for purposes of this Agreement.
4. **FORM OF PASS.** The type of Passes selected by Administrator shall be reflected on Exhibit “A 2.a.”
 - A. **Electronic Fare Card Media.** Each “Pass” is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
 1. **UTA-Printed Passes.** “UTA Printed Passes” shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card’s UID or card face number using

UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules, as set forth in Exhibit D; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules.

2. **Administrator-Printed Passes.** "Administrator-Printed Passes" shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Authorization from UTA must be received prior to electing to use Administrator-Printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules. UTA shall issue an electronic "Receipt of Issue." Upon Administrator's receipt of "Receipt of Issue," the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

5. **PASS RECOGNIZED AS TRANSIT FARE.**

- A So long as this Agreement has not been terminated in accordance with Paragraph 23, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA's Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit "A".
 1. All Cardholders are required to "Tap-On" and "Tap-Off" (as defined in Exhibit "D"). Failure to do so may result in a citation or fine pursuant to UTA's ordinances.
 2. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
 3. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a "Trip"). The manner in which UTA determines a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which is located in Exhibit E. UTA services are public transit services.
- B. UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies at its sole discretion.
- C. Each Pass is valid from the date of issuance or activation by the Administrator through December 31, 2020. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
- D. Corporate Pool Passes. Administrator may issue these passes to Authorized Users non-commuting purposes. Corporate Pool Passes are transferable from one Authorized User to another Authorized User. These passes do not require the Cardholder's name to be printed on the Pass. Otherwise, all other conditions apply. Authorized Users must carry an IHC Health Services, Inc. employee photo ID. Administrator is responsible for the issuance of the Corporate Pool Passes and for payment of all fares for all Trips recorded on Corporate Pool Passes.

6. **PAYMENTS BY ADMINISTRATOR TO UTA.** On a monthly basis, Administrator shall pay to UTA, the applicable, effective Base One-Way Fare for each Trip on an Authorized UTA Service, during the preceding month at the cost identified in Exhibit “B.”
7. **CALCULATION OF FARES.** The payment of Fares shall be calculated as follows:
 - A. The number of Trips for each month is determined by UTA’s Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions attached as Exhibit E. The applicable Base One-Way Fare will be applied to each Trip (See Exhibit “B” for the current Base One-Way Fare schedule).
 - B. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall be a condition to the use of UTA’s transit services by Cardholders.
 - C. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA’s Electronic Fare Collection system is not functioning properly as reasonably determined by UTA in UTA’s sole discretion.
 - D. The Base One-Way Fare Schedule rates are the rates posted on UTA’s website www.rideuta.com and defined in Exhibit B and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. **APPLICATION OF FUEL SURCHARGE.** The Fuel Surcharge Matrix in Exhibit “B” assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q’18 calendar quarter (July 1, 2018 – September 30, 2018) will determine the Fuel Surcharge effective, if at all, on or about November 1, 2018. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit “B.” UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip. Application of the Fuel Surcharge described above shall be in UTA’s sole discretion.
9. **INVOICES.**
 - A. UTA shall invoice Administrator monthly. UTA’s invoice shall state: (1) the number of Trips by Service Type; (2) the total amount in Base One-Way Fares; (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the total amount of the applicable discount.
 - B. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
 - C. UTA shall charge and Administrator 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 properly stated invoice.
 - D. Administrator agrees to make payments under this Agreement as set forth in the Form of

Payment in Exhibit A.

10. **DISPUTED INVOICES.** Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within five (5) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to arbitration within sixty (60) days after Administrator's receipt of such statement. Pending the determination of such dispute by agreement or arbitration, Administrator will not be obligated to pay the disputed, unpaid Invoice.
11. **PRE-AUTHORIZATION.** As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator shall identify various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.
12. **HANDLING OF ELECTRONIC FARE CARDS/PASSES.** Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder, except in the case of the Corporate Pool Pass; (c) Administrator being able to produce for inspection, upon UTA's Written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within seven (7) business days, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all such records maintained by Administrator during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.
13. **CONFISCATION OF PASSES/UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual or constructive knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized

User.

14. **RETURN OF PASSES.** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. **ISSUANCE OF PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. **RESTRICTIONS ON ADMINISTRATOR'S CHARGES TO EMPLOYEES.** Although Administrator may implement a charge to Cardholders to offset the cost incurred by Administrator for the Passes, in no event shall Administrator's aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of passes to Cardholders, Administrator shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Administrator associated with this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.
17. **NON-TRANSFERABLE.** Each Pass is not transferable, as printed on the Pass, to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
18. **DELIVERY OF UTA-PRINTED PASSES.** The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
19. **COST FOR LOST, REPLACEMENT OR STOLEN PASSES.** UTA reserves the right to charge Administrator and Administrator shall pay \$1.00 for each Pass if re-issued as a replacement for a Pass that is lost or damaged by a Cardholder if the number of replacement cards becomes excessive as determined by UTA in UTA's sole discretion. UTA shall not charge a fee to Administrator for a replacement for a stolen Pass, so long as a police report is provided by Administrator to UTA, however, if no police report is provided, UTA reserves the right charge and Administrator shall pay \$1.00 for such replacement Pass. This section does not apply if the Administrator replaces the lost or stolen cards with their own card media.
20. **GUARANTEED RIDE HOME.** In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Administrator understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self-insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. An Administrator's Authorized User shall be entitled up to six (6) guaranteed

rides home in any calendar year.

- A. For purposes of this Agreement, the term “Bona Fide Emergency” means: (a) an unavoidable and unplanned change in the Authorized User’s work schedule which causes the Authorized User to miss the Authorized User’s usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User’s Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed Administrators pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required time period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.
- A. For purposes of this Agreement the term “Immediate Family Member” means a spouse, child, step- child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.
21. **SECURITY TERMS.** Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator’s Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator’s Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator’s acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.
22. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine (upon reasonable notice and during regular business hours) the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis UTA shall not maintain any personally identifiable information of Administrator’s Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Administrator with reasonable advance notice thereof.
23. **TERMINATION OF AGREEMENT.** UTA may terminate this Agreement at any time by giving 60 days’ written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 22, if requested by UTA.
24. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
25. **NON-DISCRIMINATION.** Administrator is an equal opportunity employer and federal

contractor. Consequently, the parties agree that, to the extent applicable: (1) it will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.

26. **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 agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
27. **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 attorneys' fees and court costs shall be paid by the non-prevailing party.
28. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
29. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement.
30. **AUTHORITY.** The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
32. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

33. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown below.

Administrator:	SelectHealth, Inc.	If to: Utah Transit Authority:
	_____	Kensey Kunkel
Attention:	Contract Management/Legal Dept.	669 West 200 South
	_____	Salt Lake City, Utah 84101
Address:	5381 Green Street	801-741-8806
	_____	kkunkel@rideuta.com
	Murray, Utah 84123	

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

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

SELECTHEALTH, INC.

UTAH TRANSIT AUTHORITY

By:


Signature Date 12/26/19

Print Name:

David Q. LEMPKE

Print Title:

~~CSMO~~ CSMO

By:

DocuSigned by:
Monica Morton
E9858412AA... Signature Date

Monica Morton

Print Name:

~~Carolyn Gomot~~

Fares Director

Print Title:

~~Executive Director~~

By:

DocuSigned by:
Kensey Kunkel
3CCBC690DE... Signature Date

Kensey Kunkel

Print Name:

~~Robert K. Biles~~

Manager Business
Development and Sales

Print Title

~~Chief Financial Officer~~

Approved As To Form:
DocuSigned by:

Mike Bell

C6AB98DD755C44D...
Michael Bell

Assistant Attorney General
Counsel for UTA

Exhibit A

Pass Program Configuration Form ECO TRIP REWARDS (Trip Based Agreement)

A1a. Authorized UTA Services

- Basic: Regular Bus, Max bus rapid transit,, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- Premium: Basic services plus FrontRunner and Express Bus
- Park City SLC Connect
- Ski Service

Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.

A2a. Form of Passes

- UTA-Printed Passes: Requires completion of Section A2b, Table 1 “Initial Pass Order” below.
- Administrator-Printed Passes

A2b. Initial Pass Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity
Regular Pass	
Premium Pass	
Corporate Pool Pass	

A3. Administrator Personnel – See Exhibit E for a list of authorized persons.

UTA will contact authorized persons to set up logins for UTA web interface purposes for card replacements and card lookups. Administrator will provide a list of authorized persons to UTA using a signed document substantially in the form of the sample in Exhibit F (“List of Authorized Persons”). The Parties may change the format of the List of Authorized Persons as mutually agreed upon.

A4. Form of Payment

- Checks. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.
- ACH
- Wire Transfer*

*Wire transfer instructions available upon request

Exhibit B

ECO TRIP REWARDS (Trip Based Agreement)

Base One-Way Fare Schedule and Authorized UTA Services

Effective date: December 8, 2013 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 – \$9.70	\$5.50	\$4.50	\$4.50

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$.60	\$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees, which are set forth in the following table:

Fuel Surcharge Fee Matrix

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

Exhibit C

ECO TRIP REWARDS

Because of its commitment to implementing internal marketing initiatives to promote and increase pass usage in 2020, UTA shall provide the following discount to Administrator on UTA's Base One-Way Fare Schedule:

Date	Discount
January 1, 2020- December 31, 2020	17.5%

Exhibit D

Cardholder Rules

- I. **Definitions.** The following terms shall have the following defined meanings when referenced in these Rules:
- A. “Administrator” shall mean the Issuing Institution.
 - B. “Issuing Institution” shall mean the institution from which the Pass or other Electronic Fare Card is actually received.
 - C. “Distance Based Services” shall mean services for which fare is calculated by the distance traveled, such as FrontRunner.
 - D. “Pass” shall mean an electronically enabled fare card (which may be printed by UTA or an Issuing Institution when used as fare payment for UTA transit services.
 - E. “Tap-On” shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon boarding a UTA vehicle.
 - F. “Tap-Off” shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon exiting a UTA vehicle.
- II. **Rules Applicable to Cardholders presenting all Electronically-Enabled Passes (“Cardholders”)**
- A. All Cardholders are required to Tap-On and Tap-Off when riding UTA services.
 - B. Failure to Tap-On or Tap-Off may result in a citation or fine pursuant to UTA’s Ordinances.
 - C. Cardholder must provide valid photo identification upon request.
 - D. A Pass is not transferrable if the words “not transferable” are printed on the Pass.
 - E. Cardholders must comply with UTA’s Rider Rules.
 - F. Cardholders must comply with UTA’s Ordinances.

The only exception to the Tap-Off requirement is when a Cardholder transfers from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, Cardholders are always required to Tap-Off when alighting a vehicle.

Passes are not valid on Paratransit service or Special services.

Possession of a Pass does not guarantee boarding.

Cardholder’s use of an Administrator- issued Pass is governed by agreement between UTA and the Issuing Institution. Cardholders that call UTA customer support seeking to have their Administrator- issued Passes reactivated may be directed to contact their Issuing Institution for assistance.

Exhibit E

Electronic Fare FAQs

Where do I tap my card?

Electronic readers are located at all doors on all UTA buses and near the entrances to all TRAX and FrontRunner platforms. Just tap your card to the contactless logo (shown below) as you board and when exiting a bus or train platform.



How does the EFC system work?

It's easy. Just tap a UTA contactless transit pass or a contactless credit/debit card to the contactless logo on a reader. The system automatically recognizes the type of card and responds accordingly. The following are possible reader responses:

- **Valid:** a green light and acceptance message on the reader means your card has been accepted as a valid form of fare payment. Welcome aboard!
- **Additional action required:** a yellow light means that more action is required. For example, if you are using a regular Eco or Student Pass you may need to pay an upgrade for a premium service. Check the reader display for more information.
- **Not valid:** a red light means your card is invalid or has been disabled. Check the reader display for more information. If your card is invalid, you must pay your fare using another payment method such as cash. If your card has been disabled, contact the card issuer to resolve the issue.

What fare is charged?

When paying with a contactless credit/debit card, you will be charged the single adult cash fare for the service.

What type of contactless cards can be used?

There are three types of contactless cards that may be accepted:

- Bank-issued contactless credit/debit cards
- Certain ID cards issued by organizations such as schools, employers, and ski resorts
- UTA contactless transit passes

The reader response will tell you if your card is accepted as a valid form of fare payment.

What do I do if I get a red light (or no response) when tapping my card to a reader?

- If your card gets a red light at the reader, you must pay your fare using another payment method such as cash. If you feel your card is getting a red light in error, please contact the card issuer to resolve the issue.
- If your card gets no response at all from the reader, try removing the card from your wallet or purse and try again. It may be experiencing card "collision" which occurs when one or more electronic cards are next to each other causing a faulty read. If when tapping your card, the reader still gives no response, please try another reader if possible. If there isn't any response from an alternate reader, it may be that the microchip or antenna inside the card is damaged. Another possibility is that your card is not a contactless smartcard. In other words, it may not have an embedded chip or antenna. Please contact the card issuer for assistance.
- For contactless credit/debit cards, after you have contacted the issuing institution to resolve the issue, call UTA Customer Service at 801-2872667 to re-authorize your card on UTA's system.
- **IMPORTANT** – Please note that if you get a red light (or no response) when tapping your card at a reader, you must pay your fare using another payment method such as paying with cash, or purchasing a ticket at a TVM. This is true even if you feel that your card is getting rejected in error. In all cases, when paying with any type of contactless card, you must get a green light to board (or yellow light with proof of upgrade payment).

How are fares enforced?

- **Bus:** As you board, the operator will receive a validation message from the reader just as you do and allow you to board. The operator will allow you to board if your card gets a green light. The operator will ask for additional payment if your card gets a yellow light. If your card gets a red light (or no response), the operator will ask you to please provide an alternate form of fare payment.
- **TRAX and FrontRunner:** UTA transit officers carry a small electronic inspection device. Inspectors will ask patrons to show proof of fare (e.g. "tickets please"). When you are asked to show proof of fare, simply produce the contactless transit pass or contactless credit/debit card that you used to pay. The officer will electronically inspect your card to determine whether the card was recently tapped or not. If there is no electronic record of the card being tapped, then the officer will likely issue a citation for failure to provide proof of payment.

Does UTA track my movements when I tap on and tap off?

- UTA does not track the movement of specific individuals within its transit system.
- Trip data is used primarily to analyze and understand mass transit patterns in order to improve overall service and better plan for the future.
- Internal and external EFC trip reporting is done at aggregate levels so that UTA and its partners are unable to view or track the trip patterns of specific individuals.

How do transfers work?

- When paying with a contactless pass or credit/debit card, there is no need to ask for a transfer. Once you tap off, the system will automatically apply transfer credits for all transfers you make within a 2 hour window.
- When transferring from one service type to another, you will be charged only for the most expensive service used. Example: A woman begins her journey on a Regular bus in Salt Lake City and pays for the trip using a contactless credit card. The card is charged a single Regular bus adult fare. She taps off the Regular bus and transfers to a higher priced Express bus heading to Ogden using the same credit card. The system automatically applies a transfer credit and charges the card for the difference between an Express and Regular bus fare. The total fare for this journey is the same as the higher Express bus fare.

What about the Free Fare Zone?

A card tapped on and off within the downtown Salt Lake City free fare zone will not be charged.

How does FrontRunner charge a fare?

Tapping on and off is especially important for FrontRunner, which charges you based on the distance you travel.

Do I have to tap on *and* tap off?

- **Yes.** Be sure to tap on when boarding and tap off when exiting to complete your trip. It is important to remember to tap off with the same card when exiting in order to close out the trip, as failure to tap off would leave the trip incomplete. The only exception to the tap off requirement is when you transfer from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, you are always required to tap off when exiting.
- Failure to tap off voids any transfer credits that you would normally receive.
- If you tap on within the free fare zone and fail to tap off when exiting within the free fare zone, you will be charged the full single adult cash fare.
- If you fail to tap off on FrontRunner, you will be charged the maximum fare, instead for only the distance that you have traveled.

Do Paratransit vehicles have the electronic fare readers and accept contactless credit/debit cards?

- The EFC system has not been installed on any Paratransit vehicles or services at this time. Contactless credit/debit cards are not accepted on board. Another form of payment is required.

Why did I get a credit card charge when tapping on UTA's card readers?

- Your credit card was accepted as fare payment. This can happen if you keep a contactless credit or debit card close to your UTA card in your wallet or purse. We suggest removing your UTA card from your wallet or purse and tapping only that card to avoid unwanted charges.

How are my fares calculated?

- Your tap records allow UTA to construct trips for fare calculation.

What is a trip?

Trip: Also known as an Unlinked Trip, Boarding, Segment, or Leg. You are required to Tap On when boarding a service, and also Tap Off when alighting a service. The tap on and tap off usage data records are paired in the EFC system to form a single trip. The fare calculation and transfer credit business logic is then applied to trips.

Linked Trip: Also referred to as a Journey. A linked trip is one or more trips taken by a single patron within a defined transfer period (e.g. 2 hours). A base fare is calculated for each trip segment, and transfer credits are applied according to UTA's business rules.

EXHIBIT F
LIST OF AUTHORIZED PERSONS

Effective 1-1-20_____ the List of Authorized Persons will be as follows:

First and Last Name	Title	Email Address
Sheila Tran	HE Project Training Coordinator	sheila.tran@selecthealth.org

Reason For Change:	
--------------------	--

Signature – Administrator

**RENEWAL AMENDMENT 1
ECO TRIP REWARDS TRIP BASED AGREEMENT
SelectHealth, Inc.**

This amendment no. 1 is effective January 1, 2021 (“Effective Date”), by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”) and **SELECTHEALTH, INC. (or the “Administrator”)**.

WHEREAS, the Parties entered into a ECO Trip Rewards trip based Agreement (hereinafter the “Agreement”) with an effective date of January 1, 2020 for the purchase of fare for each trip taken by its Authorized Users;

WHEREAS, the Parties desire to renew the Agreement for an additional one-year term from January 1, 2021 until December 31, 2021.

NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. The parties agree to renew the Agreement for an additional one-year term from January 1, 2021 through December 31, 2021.
2. All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY:

SELECTHEALTH, INC

_____ Date
By:
Title:

_____ Date
By:
Title:

_____ Date
By:
Title:

Approved As To Form:

UTA Legal Counsel



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn M Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer and
Cindy Medford, Customer Service Manager

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Customer Service Department 2020 Report
AGENDA ITEM TYPE:	Discussion
BACKGROUND:	<p>The Customer Service Department has six areas of responsibility:</p> <ul style="list-style-type: none">• Contact Center for information and rider education• Customer Focus for customer feedback and support with issues• Customer Relations Specialist for fare media sales and rider information• Item Recovery Specialist for the retrieval, documentation and return of items found throughout the UTA service areas• Hearing Officer and Fines Adjudication for reviewing, tracking and reporting of civil citations written by UTA police officers• Customer Communication and Social Media Specialist for both internal and external communication about rail incidents and delays. <p>Using a variety of platforms and mediums, they provide various services for UTA constituents. Forty-five employees are at several offices throughout the service district. These employees perform duties such as rider information, responding to issues and concerns, sell fare media, inform riders about delays and detours as well as help with recovering lost items throughout our system.</p>
DISCUSSION:	Customer Service will present an annual summary of information, including the department KPI's. The report includes quantitative data on the top customer feedback comments, response times, as well as summaries; on the lost and found process and the department's new initiatives.
ALTERNATIVES:	N/A
FISCAL IMPACT:	N/A
ATTACHMENTS:	1. Constituent Services 2020 Annual Report

Constituent Services 2020 Report

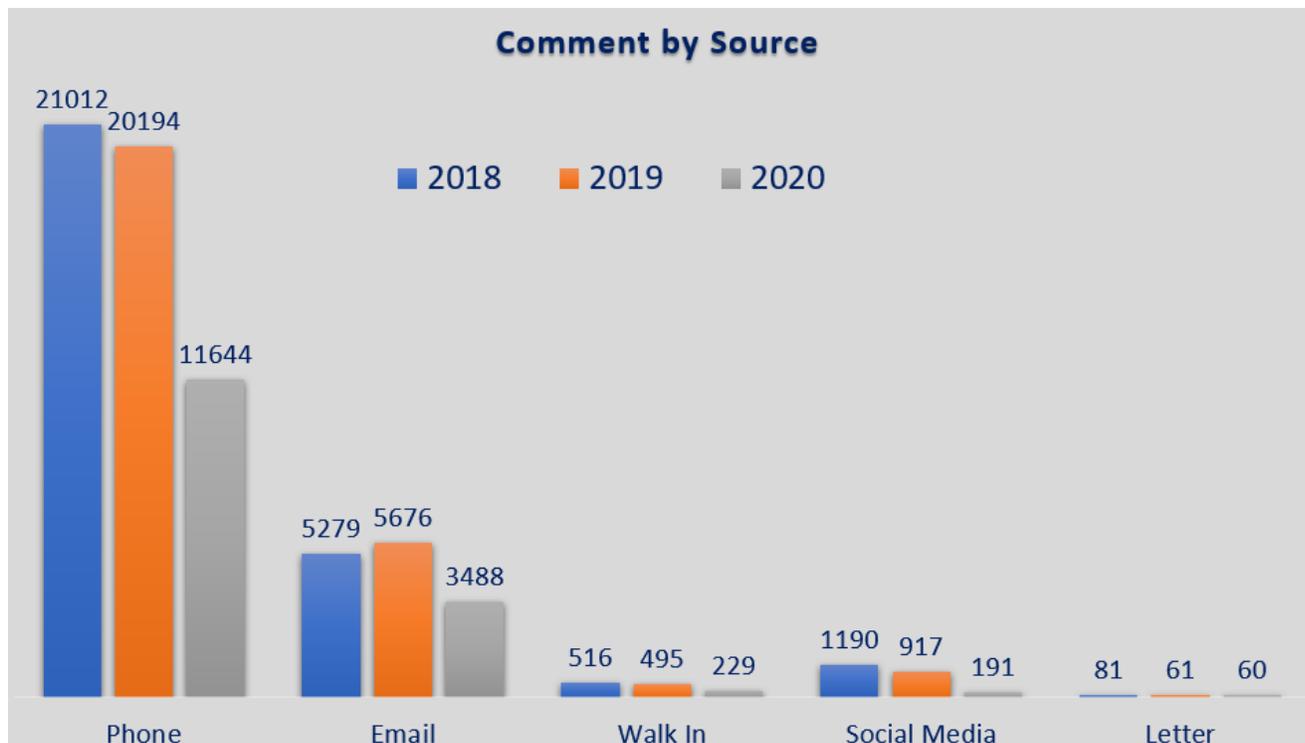


Background: The following report is an annual summary of the Customer Service department's areas of responsibility. The report details the department's primary KPIs and highlights the team's interactions with UTA's riders and customers. Forty-eight employees are located at several offices throughout the service district.

Overview of the Six Areas of Responsibility:

- Contact Center Agents- responsible for rider education and information about UTA services, fares and other basic programs and services provided by UTA.
- Customer Focus Agents- responsible for receiving, documenting, and investigation of issues and comments from the public. Resolves most comments and concerns with first contact. Manages customer fare accounts.
- Customer Relations Specialist- responsible for face to face customer communication, education, and fare media sales.
- Items Recovery Specialist- responsible for the retrieval, documentation and return of items found to the correct owners throughout the UTA service area.
- Hearing Officer and Fines Adjudication- responsible for reviewing, processing protests, payment arrangements, and reporting of civil citations written by UTA police officers for fare, parking, and pedestrian infractions.
- Customer Communication and Social Media Specialist- responsible for both internal and external communication about service delays, incident recovery communication and general customer support on social media platforms.

Figure 1: Number of Customer Comments per Year by Source



Top 3
Objectives:

1. Lost Items Recovery Process:

UTA processes around 23,000 “lost” items a year. Unfortunately, only 19% of items are claimed by the owner. Items range from the expected phone or wallet to unusual items, like vacuums, band instruments and kitchen sinks. All items are entered into a tracking database and we attempt to locate the owners by information that may be available; phone number, mailing address; school or work id, etc. Unclaimed items are either donated or discarded, depending on the item.

UTA Policy for Lost and Found Personal Items has been updated and we are reviewing the SOP to ensure we are following best practices. Some of the changes are:

- Extending holding time for items that have an estimated value higher than \$250 and all electronics from 30 to 90 days
- UTA employees are not allowed to keep any items found
- Adding video coverage of storage areas for increased security

Lost and Found Story:

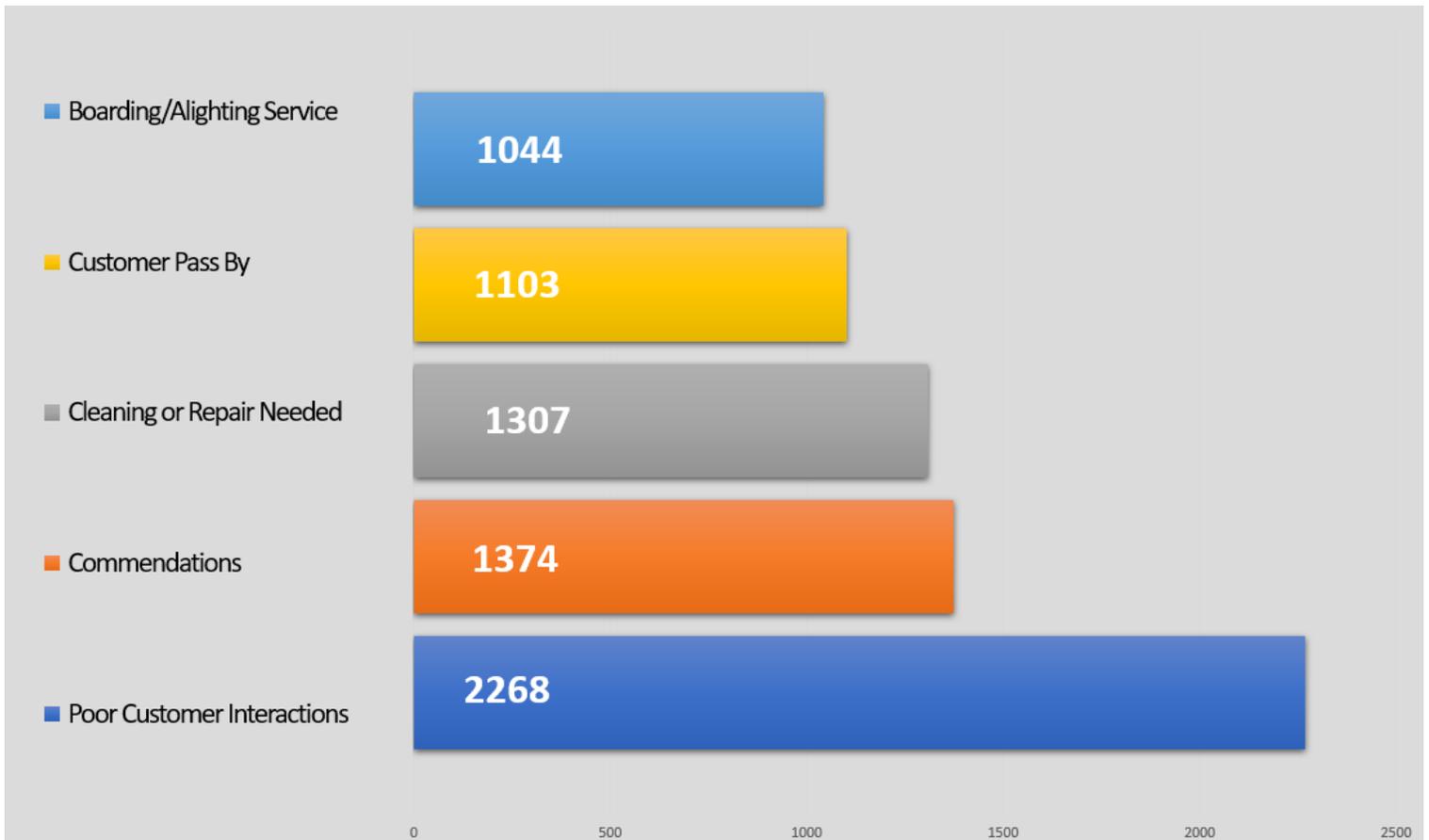
Late on a Friday afternoon several months ago, a customer rushed into our lost and found office, hoping we had an item that belonged to him. He had accidentally left a flute in an old, well-worn black case, on the bus or train a few days earlier. A Customer Relations Specialist checked in our Lost and Found database program and then walked into the back room to check the storage area. When she walked back up to the window with the case in hand, the customer was so overjoyed that he burst into tears and literally dropped to his knees, he was so overcome with emotion. He picked up the case and hugged it to his chest. It was obvious that this lost item was very precious to him. He told us it was everything and thanked God, UTA, and all of those involved in finding it and keeping it safe for him. Then he took the flute out and played a few measures for the employees in the office, as a show of appreciation.

2. Customer and Constituent Support:

UTA receives around 32,000 comments from the public every year. Comments include a customer's experiences while riding the service, observations of the service and employees, and requests for changes to service or fares. Sample comments provided at the end of the report. Comments are entered into a software program to help track the process, identify trending, and document the feedback. Data can be sliced to allow information to improve decision making.

- Comments YTD 2020: - 17,826 **reduced based on lower ridership during COVID-19*
- 54% decrease from 2019
- Average Time to Answer: 23 seconds
- Average Handle Time: 5 Days ** Policy expectation - 7 days*

Figure 2: Top 5 Comments in 2020 YTD

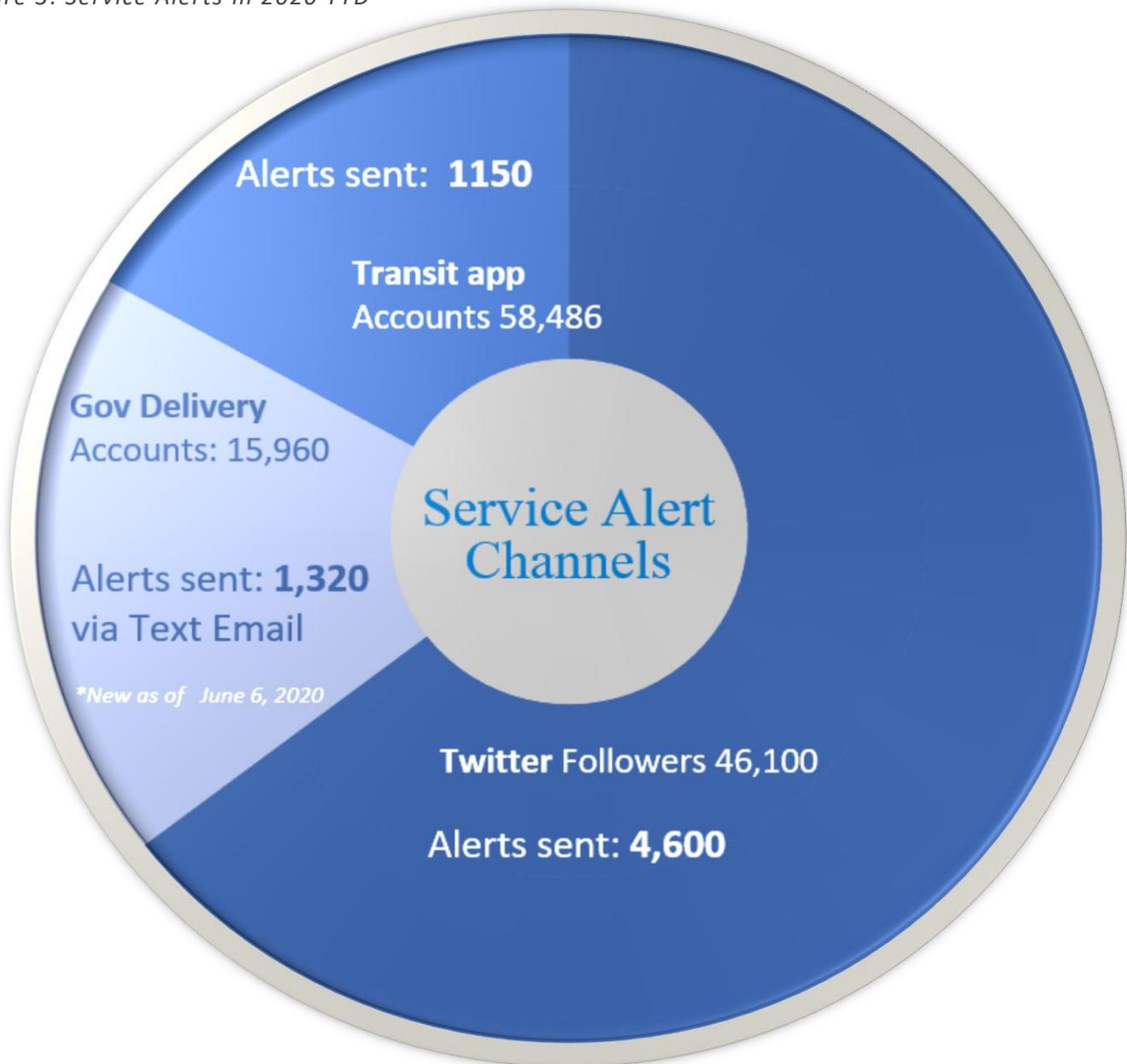


3. Service Alerts:

To improve timely communication to the public using multiple communication channels to meet the needs of our customers, we have implemented the Service Alert system.

Real-time outgoing communication to the public about delays, detours or other service impacts are sent via Twitter, Gov Delivery, Transit app, and Google Transit by our Customer Communications and Social Media Specialist team. Our new program allows us to send notification via email and/or text message per the customer's preference. Customers select the routes and service or general information for notification.

Figure 3: Service Alerts in 2020 YTD



Summary

In summary, employee development is offered through training and shadowing to help employees improve their knowledge about UTA and our services. In addition, employees receive training for improved understanding and empathy for customers and co-workers. The Customer Service Department is dedicated to improved and timely communication to the public using multiple communication channels to meet the customers' needs.

Sample Customer Comments:

Commendation- May 28, 2020

Comment: The customer would like to make a commendation for the driver of route 33. She says they were outside the groceries store where a customer was struggling to get on the bus with their food. The driver jumped up immediately to help this customer get on the bus with all their bags. The caller was so impressed with the compassion this driver had for this passenger. It really made her day to see him help a fellow human being out. She wants him to get a big kudos.

Investigation: Verified operator; commendation given to the employee for being so caring and considerate

Response to Customer: Thank you for letting us know what a great job this driver is doing. It is great to hear about the positive experiences our customers have. This will go to the operator's supervisor to be acknowledged.

Handle Time: 2 days

Commendation- May 30, 2020

Comment: I want to let everyone at UTA know, I think UTA is doing a wonderful job in cleaning the buses. It is amazing. I am so impressed with the care UTA is taking. Oh, it is impressive. The dashboards are so bright, you can see yourself on the dashboards, they are so clean. The care the People at UTA are taking to clean those buses, it really shows. The bus smells amazing too. It smells fresh and clean, it is wonderful. I am super impressed with the great job UTA is doing. Please let everyone at UTA know how I feel.

Investigation: Not Applicable

Response to Customer: Thank you for taking the time to provide this positive feedback. Your comment will be shared with UTA employees.

Pass by- June 12, 2020

Comment: Customer stated he was at the bus stop @ 400 S. State and bus driver just drove past him and did not stop. He is very upset and would like for someone to pls call him back so he can complain some more because he's still upset.

Investigation: Video pulled; Operator began to come to a stop but for some reason, kept going. Verified customer was passed by. Operator will be coached.

Response to Customer: Apologized to customer, offered compensation of fare media.

Handle Time: 14 days

Cleaning/Repair- August 18, 2020

Comment: Customer calling from at 1950 West 210 North and reporting there is a bus stop sign on the west side of the building that was tagged with graffiti.

Investigation: Verified locations and graffiti has been removed

Response to Customer: Thanked customer for letting us know, sending someone to clean.

Handle Time: 4 Hours

Customer Interaction- November 25, 2020

Comment: When the bus arrived at the stop, the customer showed the operator his pass and then asked him to lower the bus. The operator refused and told the customer to just hop on. When the customer boarded, he noticed all of the seats in the ADA section were up, and the wheelchair straps were all tied up to prevent anyone from sitting there. There was only 1 ADA seat available to sit in.

Investigation: Video pulled. There was no verbal exchange with the customer and no seats had been blocked off, straps were stored in their approved location.

Response to Customer: Customer did not answer. Voice message left for customer about findings in video

Handle Time: 1.5 days



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Ron Ellis, CIA, CFE, CISA
PRESENTER(S): Ron Ellis, CIA, CFE, CISA

BOARD MEETING DATE: December 16, 2020

SUBJECT:	Fraud Risk Assessment
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	2020 is the first year the Fraud Risk Checklist must be submitted to the State Auditor's Office. Per guidance published by the State Auditor's Office, the Fraud Risk Checklist must be certified by the CFO and Chief Auditor and presented to the Governing Board prior to the end of the fiscal year.
DISCUSSION:	The agency scored in the lo- risk category of 384 points out of 395 possible. With the approval and final implementation of policies and standard operating procedures that are currently in various stages of revision and approval, the agency can possibly score a 395 out of 395.
ATTACHMENTS:	<ol style="list-style-type: none">1. Risk Assessment Checklist2. Segregation of Duties Checklist3. Risk Score Evaluation

UTA FRAUD RISK ASSESSMENT

The Office of the State Auditor (Office) has developed a Fraud Risk Assessment to help local government board members understand best practices in fraud detection and prevention. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of the identified best practices. The best practices identified in the Assessment are not required, but are highly recommended by the State Auditor.

To complete the assessment, evaluate whether UTA meets the criteria by assessing the recommended measures.

If you believe UTA meets the criteria select “Yes” and add the points (maximum you can give is indicated). If no, mark it as such and include an action plan to meet the criteria. If no action plan is intended, please explain reason.

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
1. Does the entity have written policies in the following areas:	The governing body should evaluate policies to make sure they establish proper oversight and direct the organization toward the desired outcomes.	-	-	-	-	N/A
a. Conflict of Interest	<ul style="list-style-type: none"> - The entity should have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed. - The entity should also require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic. <p>The Policy should:</p>	✓		UTA has an Ethics Policy combined with a Financial Disclosure component. Financial Disclosure forms are distributed via DocuSign along with the Code of Conduct.	5	5

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	<ol style="list-style-type: none"> 1. Specify who is required to declare conflicts. 2. State that if a new conflict arises during course of business it must be reported. 3. Require each public official/employee to complete a disclosure form on at least an annual basis. 4. Identify the individual/position responsible to gather disclosure forms. 5. Disclosure forms provide the user a way to disclose conflicts or indicate that they have no conflicts. 6. Disclosure forms must list the name and position of the public official/employee. 7. Disclosure forms must list the name of the business entity and ownership interest or position for a business regulated by the entity for which there is a conflict. 8. Disclosure forms must list the name of the business entity and ownership interest or position for businesses doing business with the entity. 9. Disclosure forms must list any investments that may create a conflict with the entity. 10. The disclosure shall be made in a sworn statement filed with the entity's governing body. 					
b. Procurement	<p>Seek the best value for the entity and promote a competitive purchasing process.</p> <p>The Policy should:</p>	✓		The Procurement department has implemented sufficient policies and controls.	5	5

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	<ol style="list-style-type: none"> 1. Specify a small item threshold allowing employee or department discretion. 2. Specify documentation required for each level of purchasing (e.g. small purchases, medium purchases and purchases requiring competitive bid). 3. Specify purchasing procedures (e.g. advertising methods and time frames, rejection of bids, appeals) for items requiring competitive bid. 4. List exemptions and documentation needed for not following regular bidding requirements (e.g. sole source provider, emergency purchases etc.). 5. Address improper or illegal conduct: <ol style="list-style-type: none"> a) Prohibits dividing a procurement to avoid following policy (Utah Code 63G-6a-2404.3) b) Prohibits kickbacks (Utah Code 63G-6a-2404) c) Requires disclosure of conflicts of interest (Utah Code 63G-6a-2406) d) Prohibits cost-plus-a-percentage-of-cost contracts (Utah Code 63G-6a-1205) e) Lists other specific activities that are not allowed (Utah Code 67-16 applies to the state and all political subdivisions) 6. Designate a purchasing agent, specify who may sign contracts including requirement for contracts that must go before the governing body. 7. Have an ethics provision and/or reference Utah Code 67-16. 8. Document consequences of violating the policy (e.g. formal reprimand, 					

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	suspension, termination or criminal prosecution).					
c. Ethical behavior	<p>A written statement on ethical behavior will provide clarity and serve as a physical reminder of the aspirations of the organization. (Code of conduct)</p> <p>Training and re-enforcement of ethical standards must be continuous and applicable. Expectations must point to the highest standards and not excuse bad behavior by anyone for any reason. The entity should set clear expectations and exercise consistent enforcement. The entity should instill a culture rewarding high ethical standards, rather than rewarding cutting corners or engaging in questionable or self-serving behavior.</p> <p>The entity should have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed.</p> <p>The entity should also require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic.</p> <p>The Policy should:</p> <ol style="list-style-type: none"> 1. Prohibit participation in decisions or actions in which the employee or official has real or reasonably 	✓		UTA has an ethics policy applicable to the entire organization. Ethics training is required for all employees. As of November 2020, substantially all employees had completed ethics training during the year.	5	5

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	<p>perceived conflict (see conflict of interest policy).</p> <ol style="list-style-type: none"> 2. Prohibit use of authority for personal gain or that of close friends, family, or business associates. 3. Prohibit receiving gifts, loans or bribes. 4. Require confidentiality regarding any information not subject to GRAMA. 5. Prohibit violation of nepotism laws (Utah Code 52-3). 6. Prohibit misuse of public resources or property (Utah Code 76-8-4). 7. Reference the Utah Public Officer and Employee Ethics Act (Utah Code 67-16). 8. Establish individual accountability, including consequences for noncompliance (e.g. suspension, termination). 					
d. Reporting fraud and abuse	<p>The Policy should:</p> <ol style="list-style-type: none"> 1. Requires the reporting of inappropriate actions or behavior. 2. Provides reporting structure, including alternatives if the employee's normal supervisor is involved. 3. Provides guidance on the type of actions and behaviors which must be reported. 4. Provides guidance on the information to be provided (e.g. names, dates, times, descriptions, effects) when reporting fraud or abuse. 5. Provides whistleblower protection or referrers to Utah Code 67-21-3. 6. Provides for the evaluation, investigation and possible 	✓		The UTA ethics policy states the required information for reporting fraud and abuse.	5	5

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	<p>consequences of the alleged action or behavior.</p> <p>7. Provides for feedback to the employee reporting the action and the governing body.</p>					
e. Travel	<p>The Policy should:</p> <ol style="list-style-type: none"> 1. Establish a process to authorize travel expenditures (i.e. preauthorization). 2. Define what constitutes allowable and unallowable travel and clearly establishes reasonable limits. 3. Establish a reporting structure with senior management reporting to the governing body. 4. Establish individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, inability to travel). 5. Require adequate record keeping (documentation of time, place, business purpose, and authorization). 6. Communicate the public nature of purchase records. 7. Ensure enough information is gathered and communicated to maintain accountability and measure performance. 8. Have a provision to comply with external reporting requirements (e.g. IRS, Utah Public Finance Website reporting). 	✓		<p>The Travel & Reimbursement Policy 1.1.8 (6/13/2017) was reviewed. Policy is out of date e.g. referring to "General Manager" instead of Executive Director.</p> <ul style="list-style-type: none"> - Could not find a statement on consequences for non-compliance - Line items 6, 7, and 8 was not found to be addressed in the Policy. 	3	5
f. Credit/Purchasing card	<p>The Policy should define:</p> <ol style="list-style-type: none"> 1. Credit/purchase card issuance to be approved by governing body. 2. Procedures for independent review and reconciliation of each card. 	✓		<p>Purchase Card Policy 1.2.3 (7/7/2017) was reviewed.</p>	5	5

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	3. Card holder accountability including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of card privileges). 4. Required practices to ensure the security of the card (e.g. signing, storing, and who can use the card). 5. Procedures for card use (e.g. documentation required, timelines, reconciliations, restrictions).					
g. Personal use of entity assets	The Policy should: 1. Establishes allowable uses, or disallows use, of entity assets and rates if applicable (e.g. making photocopies, use of heavy equipment). 2. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds or loss of privileges).	✓		UTA policy outlines allowable and disallowable uses. Policy has mechanism to enforce consequences for malfeasance.	5	5
h. IT and computer security	The Policy should: 1. Establish allowable uses of information systems, computer equipment, and the internet. 2. Disclose to the user that the entity has the right to monitor and limit the activities on entity IT systems. 3. Establish individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of privileges).	✓		Policy 1.2.23 addresses the measures The IT Department has started revising all policies/SOPs and will ensure all aspects are covered.	5	5
i. Cash receipting and deposits	The Policy should: 1. Establish a timeline for entering receipts into the accounting system.	✓		Accounting has drafted new policy that meet this criteria. The policy is pending executive approval as of 11/5/2020.	1	5

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	<ol style="list-style-type: none"> 2. Establish a timeline for depositing funds in the bank that complies with the Utah Money Management Act (3 days). 3. Establish security measures for holding funds before deposit (e.g. safe, vault). 4. Establish a receipting process for giving the customer documentation of the transaction and also provide sufficient information to understand the purpose of the transaction for management review or audit. 5. Establish a procedure for entering credit card and ACH transactions into the accounting system. 6. Establish a separation of duties between the person receiving payments and the person making deposits (smaller entities may require dual sign-off on deposits). 7. Establish required documentation for voiding or altering a cash receipt, including that it be reviewed by someone that didn't make the correction. 8. Require system-generated or sequentially-numbered receipts to allow for a review of completeness. 9. Require cash deposits and receipts to be reconciled and/or reviewed by someone not receiving cash. 					
<p>2. Does the entity have a licensed or certified expert as part of its management team? (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO)</p>	<p>A licensed Certified Public Accountant (CPA) is the most common designation of a person who possesses the knowledge, skills, and abilities (KSA) needed to oversee the day-to-day financial operations of an entity. There are several other designations that may indicate</p>	✓		<p>The retired CFO is a licensed CPA. The new CFO has neither but has years of experience such that his knowledge is satisfactory. The Comptroller has an Accounting Degree The Assistant Comptroller has an MBA</p>	20	20

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	similar KSA, such as Certified Government Financial Manager (CGFM), Certified Management Accountant (CMA), Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), Certified Government Auditing Professional (CGAP), and Certified Public Finance Officer (CPFO). At a minimum, it is recommend that every entity have someone with a bachelor's degree in accounting as part of its staff.			The Senior Accountant has an Accounting degree and holds a CGFM The Accounts Payable Supervisor has an Accounting Degree The ERP Technical System Administrator has an Accounting Degree		
a. Do any members of the management team have at least a bachelor's degree in accounting?	It is recommend every local government evaluate the level of KSA possessed by its accounting staff and consider contracting with an accounting professional, if needed. The accounting professional could perform some or all of the accounting and ensure that the entity has effectively implemented internal controls and meets reporting requirements.	✓		The CFO has 25 years of related experience. The Comptroller has an Accounting Degree The Assistant Comptroller has an MBA The Senior Accountant has an Accounting degree and holds a CGFM The Accounts Payable Supervisor has an Accounting Degree The ERP Technical System Administrator has an Accounting Degree	10	10
3. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	The entity should have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed. The entity should also require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic.	✓		Ethics Policy addresses ethical behavior. The Ethics Policy will be communicated via LMS. A statement will be included in the LMS, as part of the sign-off on the Ethics Policy, to abide by the entity's standards of ethical behavior. Board of Trustees, Advisory Council Members, and senior management complete annual conflict of interest declarations.	20	20
4. Have all of the board members completed the	The Office of the State Auditor provides comprehensive but basic training on	✓		All Board members have completed the minimum training.	20	20

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
State Auditor online training at least once in the last four years?	<p>financial topics for local government board members and finance officers. However, this training serves only as an introduction for those who are new or previously untrained in local government financial matters. We recommend board members and finance officers identify and participate in organizations that provide more advanced training. These organizations may be specific to the government type (e.g. counties, charter schools), a specific type of operation (e.g. sewer, water), or a specific job within the organization (e.g. treasurer, finance officer).</p> <p>At a minimum, board members should view our online basic but comprehensive training every four years (see training.auditor.utah.gov).</p>					
5. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	At least one member of the finance team, preferably the chief finance officer, should have 40 hours of financial training each year. Financial training includes: auditing, accounting, budgeting, reporting, internal controls, fraud prevention and detection, software, and any other topic that is related to the management of finances.	✓		<p>The prior CFO (departed August 2020) received 40 hours of financial training each year.</p> <p>The comptroller and assistant comptroller typically receive 25-30 CPEs per year, but that has slowed in 2020 by COVID. These two intend on meeting the requirement of 40 hours for 2021.</p>	15	20
6. Does the entity have or promote a fraud hotline?	Hotline submissions should be sent directly to a person who has the resources and objectivity to evaluate the concern and investigate if warranted. All complaints and the results of investigations should be presented to the audit committee of the entity in a timely fashion.	✓		<p>Audit Committee only reviews if serious matter, such as fraud or embezzlement, or a senior employee. Defined in Audit Committee Charter. Quarterly Ethics Report to Executive Director and Board members.</p> <p>Feedback to Reporter in Investigation SOP defined.</p>	20	20

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	<p>Hotlines should be promoted and easy to access (most entities put a link to their hotline on the main page of their website). Every entity should have a written policy that includes the following:</p> <ol style="list-style-type: none"> 1. Methods for receiving complaints (e.g. email, phone number). 2. A provision for anonymous complaints. 3. Sufficient direction to ensure complaints are given adequate treatment as follows: <ol style="list-style-type: none"> a. An initial screening of complaints to be performed by an office not involved in the complaint (this could be accomplished by having it performed by more than one office if an independent internal audit function does not exist or it could be sent directly to the audit committee). b. Audit committee: <ol style="list-style-type: none"> i. Reviews available evidence. ii. Determines if further investigation is merited. If so; x Sets the scope of audit x Sets a budget x Sets a timeline x Provides resources c. Audit results are reported to the audit committee. d. Audit committee approves findings and recommendations. e. Audit committee ensures that findings and recommendations are addressed by the appropriate officers or employees. f. Feedback provided to the complainant, if requested. 					

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
7. Does the entity have a formal internal audit function?	<p>An internal audit function should be formalized by the adoption of an Internal Audit Charter which identifies who is responsible to oversee the internal audit function and who will perform the internal audits.</p> <p>Those responsible for internal audits should adopt an audit plan which identifies what will be audited and when it will be audited. The audit plan should be reviewed regularly, usually once per year.</p>	✓		UTA has an Internal Audit Charter that includes the requirements defined. The internal audit plan is approved on an annual basis and reviewed at least quarterly.	20	20
8. Does the entity have a formal audit committee?	<p>It is recommended that members of the audit committee are a subset of the governing body. An audit committee should have a financial expert who is not a member of management. This can be achieved by having a governing body member who is a financial expert, or acquiring the assistance of a volunteer or paid professional financial expert. Finance officers from other local governments should be considered when looking for a financial expert, as they are independent and have a working knowledge of government accounting issues.</p> <p>An audit committee must ensure the following:</p> <ol style="list-style-type: none"> 1. Management develops and enforces systems that ensure the entity accomplishes its mission effectively and efficiently while complying with laws and regulations. 2. The internal audit function objectively assesses the effectiveness of management's internal control program. 3. Financial statement audits are performed by a qualified, independent 	✓		UTA has a formal audit committee that meets the stated requirements.	20	20

Criteria	Measures	Yes	No	If no, define action to take to meet criteria or add additional comments that would be helpful to the reader of this assessment	Points	Maximum points
	<p>accounting firm and issues identified during those audits are reviewed and resolved as appropriate.</p> <p>4. Hotline complaints are investigated and findings are addressed by the governing body.</p>					
9. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	<i>Refer to "Basic Separation of Duties" questionnaire below before assigning a score</i>			Segregation of duties were evaluated and found to conform to the required segregations found in Utah Statute. See checklist below.	200	200

BASIC SEPARATION OF DUTIES

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

- If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties.
- If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties.

Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of governments. **(Carlton Christensen)**

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions. **(Troy Bingham)**

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an

appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive. **(Carolyn Gonot)**

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity. **(William Greene)**

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check “N/A”.	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers? <i>(I believe Troy has access to blank checks and an authorized signatory. However, mitigating is that he’s not authorized to release payments on JDE)</i>	✓			

5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements? <i>(I believe Mary Wood-Accountant performs bank reconciliation and then reviewed by Troy Bingham-Controller. Mitigating is that Bryan Steele-Assistant Comptroller is also recipient of bank reconciliation)</i>	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts? <i>(I believe Bryan Steele-Assistant Comptroller performs the review, not Troy Bingham-Comptroller)</i>	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A". <i>(Yes, except Carlton Christensen's p-card- Board Chair. It is reviewed by the treasurer who is appointed by the full Board and can go to the two other Board Members if there is a problem))</i>	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A". <i>(Senior accountant reviews payroll, does not process payroll).</i>	✓			

* MC = Mitigating Control



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions below.
- Total the points of the questions marked "Yes" and put on the "Total Points Earned" line below.
- Using the points earned, circle the risk level on the "Risk Level" line below.

Total Points Earned: 384 Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	3	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	1	5
3. Does the entity have a licensed or certified expert as part of its management team? (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO)	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all of the board members completed the State Auditor online training at least once in the last four years?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	15	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

Certified By: 12/09/2020 Certified By: 12/09/2020

* MC = Mitigating Control

N/A