

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



Wednesday, February 24, 2021, 9:00 a.m.

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

[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

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

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

- All members of the Board of Trustees and meeting presenters will participate electronically.
- **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=e60dbcb774c9f93a186f47baa4d2e2703>
    - 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](mailto: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, February 23<sup>rd</sup> 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>

- |   |                                  |
|---|----------------------------------|
| <b>1. Call to Order and Opening Remarks</b>                               | <b>Chair Carlton Christensen</b> |
| <b>2. Safety First Minute</b>   | <b>Sheldon Shaw</b>              |
| <b>3. Public Comment</b>  | <b>Chair Carlton Christensen</b> |
| <b>4. Consent</b>   | <b>Chair Carlton Christensen</b> |
| a. Approval of February 10, 2021 Board Meeting Minutes                    |                                  |
| b. Approval of February 17, 2021 Special Board Meeting Minutes            |                                  |
| <b>5. Legislative Update</b>  | <b>Shule Bishop</b>              |
| <i>The board may make motions regarding UTA positions on legislation.</i> |                                  |

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

Live Streaming: <https://www.youtube.com/user/UTAride>

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|---|---|
| <p><b>6. Agency Report</b></p> <ul style="list-style-type: none"> <li>a. GFOA Certificate of Achievement for Excellence in Financial Reporting</li> <li>b. South Salt Lake County Microtransit Q4 Report</li> </ul>   | <p><b>Carolyn Gonot</b></p>   |
| <p><b>7. Pension Committee Report</b></p>   | <p>Trustee Jeff Acerson</p>   |
| <p><b>8. Resolutions</b></p> <ul style="list-style-type: none"> <li>a. R2021-02-05 Resolution Declaring Official Intent of the Utah Transit Authority to Reimburse itself for Certain Capital Expenditures through Lease Financing</li> <li>b. R2021-02-06 Authorizing the Obligation and Drawdown of Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant Monies by the Executive Director</li> <li>c. R2021-02-07 Approving the 2021-2025 Service Plan</li> </ul>                         | <p>Bill Greene, Emily Diaz</p> <p>Mary DeLoretto</p> <p>Laura Hanson</p>                |
| <p><b>9. Contracts, Disbursements and Grants</b></p> <ul style="list-style-type: none"> <li>a. Contract: On-Call Systems Maintenance (Rocky Mountain Systems Services)</li> <li>b. Pre-Procurements <ul style="list-style-type: none"> <li>i. SD100/SD160 HVAC system &amp; Auxiliary Power Supply Overhaul</li> <li>ii. Vehicle Program Management Consulting Services</li> <li>iii. 650 South Main Street TRAX platform Construction</li> <li>iv. Certificate of Insurance Tracking Services</li> </ul> </li> </ul> | <p>Eddy Cumins,<br/>David Hancock<br/>Todd Mills</p>                                    |
| <p><b>10. Discussion Items</b></p> <ul style="list-style-type: none"> <li>a. UTA Policy UTA.06.01 Approval: Transit Asset Management and State of Good Repair<br/><i>The Board may make a motion on this item</i></li> <li>b. Annual Transit-Oriented Development (TOD) Report and Real Estate Inventory</li> </ul>   | <p>Eddy Cumins, Dan Hofer</p> <p>Paul Drake</p> <p><b>Chair Carlton Christensen</b></p> |
| <p><b>11. Other Business</b></p> <ul style="list-style-type: none"> <li>a. Next Meeting: March 10, 2021 at 9:00 a.m.</li> </ul>   | <p><b>Chair Carlton Christensen</b></p>   |
| <p><b>12. Adjourn</b></p>   |   |

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

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

This written determination takes effect on January 27, 2021, and is effective until midnight on February 26, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 22<sup>nd</sup> day of January 2021.

DocuSigned by:



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Carlton Christensen, Chair of the Board of Trustees



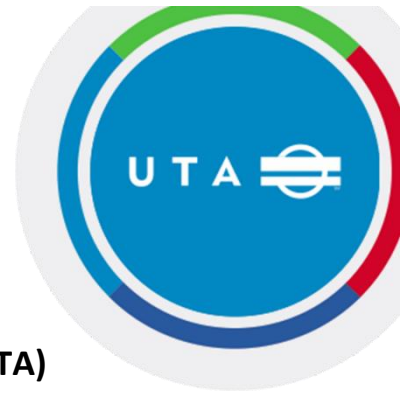
## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b>	<b>Approval of February 10, 2021 Board Meeting Minutes</b>
<b>AGENDA ITEM TYPE:</b>	Consent
<b>RECOMMENDATION:</b>	Approve the minutes of the February 10, 2021 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, February 10, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2021-02-10_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  
February 10, 2021**

**Board Members Participating:**

Carlton Christensen, Chair  
Beth Holbrook  
Jeff Acerson

Also participating were UTA staff members and media representatives.

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**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 statement into the record as required by statute. The complete electronic board meeting determination statement is included as Appendix A to these minutes.

Chair Christensen mentioned today's meeting would be held in memory of Matt Johnson, a UTA employee who recently passed away due to complications from COVID-19. He yielded the floor to Michelle Frias, UTA Operations Supervisor, who shared some memories of and sentiments about Mr. Johnson.

**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 during the live portion of the meeting; however, no live public comment was given. It was also noted that online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix B to these minutes.

**Consent Agenda.** The consent agenda was comprised of:

- a. Approval of January 27, 2021 Board Meeting Minutes

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

**Legislative Update.** Shule Bishop, UTA Government Relations Director, said the agency is monitoring appropriations and new bills. He suggested the board sign and support a letter the Wasatch Front Regional Council (WFRC) is circulating to promote a safe, family-friendly, bicycle backbone network.

A motion to support the WFRC active transportation initiative was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously.

#### **Agency Report.**

**Clear the Air Challenge.** Carolyn Gonot, UTA Executive Director, mentioned UTA's participation in the Clear the Air Challenge, which is a month-long competition sponsored by the Utah Clean Air Partnership (UCAIR) to promote environmentally friendly travel habits. She added that taking transit is an environmentally friendly habit.

**Financial Report – December 2020.** Brad Armstrong, UTA Senior Manager of Budget & Financial Analysis, reviewed the preliminary financial report for December 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 expense type; and operating expense variance by chief officer. Mr. Armstrong noted that the numbers used in this report are preliminary year end numbers which will be finalized and reported on at a later date.

#### **Resolutions.**

**R2021-02-01 Resolution Authorizing the Handling of Funds, and the Investment and Disbursement of Monies.** Bill Greene, UTA Chief Financial Officer, was joined by Emily Diaz, UTA Financial Services Administrator. Ms. Diaz summarized the resolution, which aligns the authorizations for handling funds, investments, and disbursement of monies with the current organizational structure.

A motion to approve R2021-02-01 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.

**R2021-02-02 Resolution Designating Authorized User for Its Utah Public Treasurers' Investment Fund Account.** Ms. Diaz explained the resolution, which updates the list of personnel authorized to act on behalf of UTA to access funds, direct transactions, and manage the Utah Public Treasurers' Investment Fund (PTIF) accounts. Mr. Greene proposed an amendment to the resolution posted in the meeting packet which changes the number of authorized signatories from four to three. Ms. Diaz indicated that the three signatories would be the Chief Finance Officer, the Comptroller, and the Financial Services Administrator.

A motion to approve R2021-02-02 with the proposed amendment was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Acerson, and Chair Christensen.

**R2021-02-03 Resolution Requesting the Utah Department of Transportation to Use Eminent Domain for the Acquisition of Property Necessary for the Ogden-Weber State Bus Rapid Transit Project (3195 South Harrison Blvd, Ogden, Utah).** Mary DeLoretto, UTA Chief Service Development Officer, was joined by Paul Drake, UTA Director of Real Estate & Transit-Oriented Development. Mr. Drake provided an overview of the property, which is needed for utilities relocation and street widening to accommodate a station stop on the Ogden-Weber State University bus rapid transit line. He informed the board that negotiations with the owner have stalled and requested approval of the resolution, which authorizes the initiation of condemnation procedures.

Discussion ensued. A question on UTA's need to partner with UDOT on eminent domain matters was posed by the board and answered by staff.

A motion to approve R2021-02-03 was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Acerson, and Chair Christensen.

**R2021-02-04 Resolution Authorizing Execution of Amendment No. 1 to an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Vineyard FrontRunner Station and Northern Utah County Double Tracking Project.** Ms. DeLoretto was joined by Matt Carter, UTA Consultant. Ms. DeLoretto summarized the resolution, which authorizes amending the interlocal cooperation agreement with the Utah Department of Transportation (UDOT) for the Vineyard FrontRunner Station and northern Utah County double tracking project as follows:

- Shifts the responsibility to purchase long lead track and signal materials from UDOT to UTA;
- Increases the committed UTA funding from \$10 million to \$16.94 million for double track construction;
- Identifies the need to obtain an additional \$1.68 million to complete the station construction (UDOT's original commitment was \$4 million for the station); and
- Commits UTA to temporarily cover the additional UDOT funding until UDOT can find a source for the additional funds.

Discussion ensued. Questions clarifying what constitutes additional double track, UTA's budgeted funds for the project, accuracy of cost estimates, and construction schedule were posed by the board and answered by staff.

A motion to approve R2021-02-04 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.

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

**Contract: 2019-2020 Terms of Participation (First Step House).** Eddy Cumins, UTA Chief Operating Officer, was joined by Ryan Taylor, UTA Special Services General Manager. Mr. Taylor requested the board approve a contract with First Step House in the amount of \$234,365 for the purchase of three 14-passenger non-accessible expansion vans and associated operating funds. The agreement is a requirement for fulfilling UTA's responsibility as the designated recipient of 5310 funds in Utah's urbanized areas (UZAs) and details the terms for fund distribution.

Discussion ensued. Questions on the vehicle maintenance responsibilities and subgrantee obligations were posed by the board and answered by staff.

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

**Contract: 2019-2020 Terms of Participation (TURN Community Services).** Mr. Cumins was joined by Mr. Taylor. Mr. Taylor asked the board to approve a contract with TURN Community Services in the amount of \$490,979 for the purchase of replacement and expansion vehicles, tablet computers, and operating expenses. The agreement is a

requirement for fulfilling UTA's responsibility as the designated recipient of 5310 funds in Utah's UZAs and details the terms for fund distribution.

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

**Change Order: Advertising Contract Extension (R&R Partners).** Andrea Packer, UTA Communications Director, requested the board approve a change order for a six-month extension of the contract with R&R Partners for advertising services. The extension is necessary to cover the agency's advertising and marketing needs until a procurement for these services is concluded. The estimated amendment is \$600,000-\$850,000, not to exceed \$850,000, depending on the services required. This brings the total contract value to \$9,350,000 plus the amended value.

Discussion ensued. Questions on whether a media buy is included in the change order total and anticipated participants in the procurement process were posed by the board and answered by staff.

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

#### **Discussion Items.**

**Continuous Improvement Team Report 2020.** Alisha Garrett, UTA Chief Enterprise Strategy Officer, delivered a report on UTA's 2020 continuous improvement (CI) efforts. She discussed the CI structure, team demographics, goals, analytics, and project highlights.

Discussion ensued. Questions on gemba and sharing best practices across the organization were posed by the board and answered by staff.

#### **Other Business.**

**Next Meeting.** The next meeting of the board will take place on February 24, 2021 at 9:00 a.m.

**Closed Session.** Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation. A motion for a closed session was made by Trustee Acerson and seconded by Trustee Holbrook. The motion carried unanimously. Chair Christensen called for a short break at 10:15 a.m. and indicated the closed session would convene at 10:25 a.m.

**Open Session.** The board returned to open session at 10:45 a.m.

**Open Session.** A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously and open session resumed at 10:45 a.m.

**Adjournment.** The meeting was adjourned by motion in memory of Matt Johnson at 10:46 a.m.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto: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/pmn/sitemap/notice/656201.html> for entire content.*

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees

## Appendix A

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

This written determination takes effect on January 27, 2021, and is effective until midnight on February 26, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 22<sup>nd</sup> day of January 2021.

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**  
**February 10, 2021**

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**Received on February 9, 2021 from George Chapman:**

Comments to Board of Trustees Feb 10 meeting

I am against the eminent domain on the 7/11 on Harrison Blvd since there are many more potential businesses (and available and less expensive property) and rider potential north of the 7/11. UTA should not take private property.

UTA, if it really wants riders to use ski buses, should provide enough buses and parking to not force skiers to wait 3 hours in the morning! UTA seems to be intent on pushing skiers into cars.

UTA seems to supporting the \$350 million double tracking proposal for FrontRunner. Such a large investment in rail that seems to be stuck at 5000 passengers a day is not fiscally responsible. I recognize that the push is coming from Gov. Cox but UTA should, at a minimum, provide a good cost benefit analysis, which I believe, will show that the project does not make sense. \$110 million for more train cars is also questionable. 5000 passengers a day!

The 5 year plan should focus on no projects but increase bus service.

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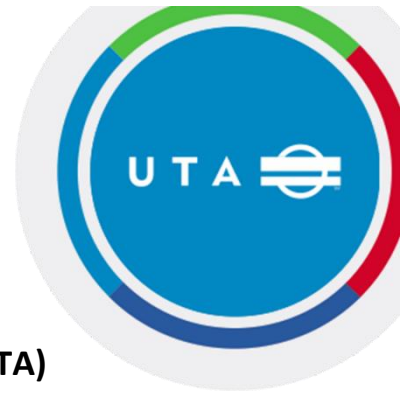
# MEMORANDUM TO THE BOARD



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

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b> Approval of February 17, 2021 Board of Trustees Special Meeting Minutes	
<b>AGENDA ITEM TYPE:</b>	Consent
<b>RECOMMENDATION:</b>	Approve the minutes of the February 17, 2021 Board of Trustees special meeting
<b>BACKGROUND:</b>	A special meeting of the UTA Board of Trustees was held on Wednesday, February 17, 2021 at 12:00 p.m. at UTA Headquarters. 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 open portion of the meeting is available on the <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2021-02-17_BOT_Special_Minutes_UNAPPROVED



**Minutes of the Special Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
February 17, 2021**

**Board Members Participating:**

Carlton Christensen, Chair  
Beth Holbrook (via video conference)  
Jeff Acerson (via video conference)

Also participating were UTA staff members.

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**Call to Order and Opening Remarks.** Chair Christensen welcomed attendees and called the meeting to order at 12:03 p.m.

**Closed Session.** Chair Christensen indicated there were matters to be discussed in closed session relative to the sale, purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would: (i) disclose the appraisal or estimated value of the property under consideration; or (ii) prevent the public body from completing the transaction on the best possible terms. A motion for a closed session was made by Trustee Acerson and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 12:04 p.m.

**Open Session.** A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously and open session resumed at 12:33 p.m.

**Adjournment.** The meeting was adjourned at 12:33 p.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto: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/pmn/sitemap/notice/658433.html> for entire content.*

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b>	<b>Legislative Update</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion. Make motions regarding UTA positions on legislation as needed.
<b>DISCUSSION:</b>	Shule Bishop, UTA Government Relations Director will report on transit-related issues before the Utah Legislature.



## 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:** February 24, 2021

<b>SUBJECT:</b>	<b>Agency Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	<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"><li>- GFOA Certificate of Achievement for Excellence in Financial Reporting</li><li>- South Salt Lake County Microtransit Q4 Report</li></ul>
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"><li>1. South Salt Lake County Microtransit Q4 Report</li></ol>

# UTAH TRANSIT AUTHORITY QUARTERLY MICROTRANSIT PILOT PROJECT EVALUATION

SOUTH SALT LAKE COUNTY 4<sup>TH</sup> QUARTER OPERATIONS  
FOR THE MONTHS OF SEP 2020 / OCT 2020 / NOV 2020

Prepared by UTA Innovative Mobility Solutions under the Office of Planning & Engagement



# EXECUTIVE SUMMARY

## BACKGROUND

Utah Transit Authority’s Innovative Mobility Solutions Team has partnered with Via to deploy a Microtransit Pilot (Pilot) for one year beginning on November 20, 2019. This on demand, shared-ride Pilot is designed to expand access to UTA services throughout the zone, to improve mobility for all users, and to provide a quality customer experience. In general, the project team is interested in understanding whether Microtransit provides a valuable and cost-effective service to meet the needs of customers in the region, as well as future deployment potential for Microtransit Services in UTA’s Five-Year Service Plan.

## OVERALL HEALTH OF PILOT PROJECT: Q4 UPDATE

In the fourth quarter of the Pilot, hundreds of riders continued to use the Microtransit service for thousands of essential trips during the COVID-19 outbreak. With two fewer service days in Q4, average daily rides rose by 15% to 195 rides per day. Total ridership increased by 12% over Q3 continuing a positive trend. Key observations for the past quarter include:

- Ridership was strongest in September aligning with UTA system ridership
- Utilization increased by 40% with more efficient aggregation of riders
- Cost per rider fell by 17% as ridership increased and driver hours were reduced to help optimize the service

Figure 1: Key Performance Indicators (KPIs)

Pilot Objective	Metric	Q1	Q2	Q3	Q4
Ridership	Total ridership	19,891	10,962	11,176	<b>12,473</b>
	Avg. weekday ridership	316	169	169	<b>195</b>
	Utilization <sup>1</sup>	1.88	1.02	1.18	<b>1.65</b>
Customer Experience	Avg. wait time (minutes)	11	10	10	<b>12</b>
	Avg. customer rating <sup>2</sup>	4.8	4.8	4.8	<b>4.9</b>
Overall Performance	Cost per rider	\$19.10	\$34.30	\$30.61	<b>\$22.45</b>
	Public support	✓	✓	✓	✓
	Days of operation	63	65	66	<b>64</b>

Key:

<span style="background-color: #90EE90; border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> = On target	<span style="background-color: #FFD700; border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> = Approaching target	<span style="background-color: #DC143C; border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> = Not on original, pre-COVID target
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<sup>1</sup> Utilization – Average riders per hour per vehicle

<sup>2</sup> Average customer rating – Based on a scale of 1-5

# HOW COVID-19 HAS IMPACTED UTA & THE MICROTRANSIT PILOT

## UTAH DIRECTIVES, PUBLIC HEALTH AND TRANSPORTATION

These are extraordinary times here in Utah and throughout the world. On March 11th, the World Health Organization declared COVID-19 a global pandemic. On March 27th Utah Governor Herbert issued a “Stay Safe, Stay Home” directive to all Utahns to reduce the risk of COVID-19 transmission and minimize the impact on hospitals.<sup>3</sup> According to the Wasatch Front Regional Council, the pandemic has decreased traffic volumes to transit stations by 38%, reduced congestion and travel times, and limited transit use.<sup>4</sup>



## IMPACT TO UTA<sup>5</sup>

As part of the ongoing effort to limit the spread of the COVID-19 virus and ensure fiscal responsibility, UTA implemented temporary service reductions from April through August. In addition, UTA has taken several measures to promote social distancing during the COVID-19 pandemic to protect riders and employees. UTA advised people to limit their transit use to the essential trips outlined by local and state leadership. Changes included:

- Requiring passengers to wear a face mask
- Installation of plexiglass partitions between drivers and passengers
- Rear door bus boarding
- Asking passengers to stay 6-feet back from bus operators
- Daily cleaning and disinfecting of all vehicles

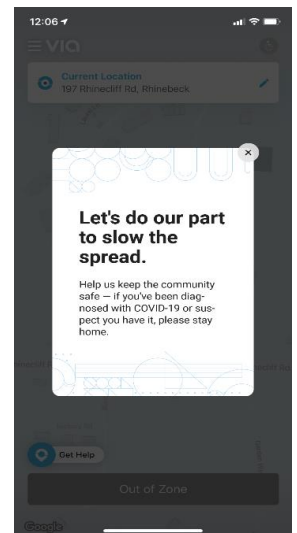
Like other transit agencies across the country, UTA has seen a significant decrease in ridership due to the COVID-19 pandemic. Average weekday ridership fell by -60% in September and by -59% in October and November compared to last year.

## IMPACT TO THE MICROTRANSIT PILOT

The Microtransit Pilot adopted social distancing and right-sizing of services similar to UTA’s adjustments in response to the pandemic. Changes included:

- Encouraging passengers to sit in the seat farthest from the driver
- Reduced maximum passengers allowed from 6 to 3
- Reduced vehicle supply to meet demand and achieve cost savings
- Providing face masks to drivers and riders
- Installation of plexiglass partitions between driver and riders
- Daily cleaning and disinfecting of all vehicles

Like other UTA services, the Microtransit Pilot ridership declined significantly due to COVID-19. This has made it difficult to achieve the original ridership and ridership-related metrics.



<sup>3</sup> Utah COVID-19 response website: <https://storymaps.arcgis.com/stories/cabf07b39a6046ee992f1630949a7c80>

<sup>4</sup> WFRC report: <https://docs.google.com/document/d/1yfrLHwpmEERRZzXZd-3uATTIUv-ZBLd7vIODi8gmCi0/edit>

<sup>5</sup> UTA COVID-19 update website: <https://www.rideuta.com/Rider-Info/Coronavirus-COVID-19-Updates>



## BEYOND METRICS – DETERMINING SUCCESS

While tracking to KPIs is essential, quantitative metrics alone cannot tell the whole story. The prime qualitative objectives of the Pilot and status are:

	OBJECTIVE	STATUS
1.	Improve mobility and enhance the customer experience.	<i>On target</i>
2.	Provide expanded access for all users in the area, especially for users with disabilities.	<i>On target</i>
3.	Improve overall transit ridership by providing first and last mile connections to UTA TRAX and FrontRunner stations.	<i>On target</i>
4.	Provide trips to other important destinations in the area such as job sites, hospitals, and grocery stores.	<i>On target</i>
5.	Present economically sustainable models for scaled implementation.	<i>On target</i> <sup>6</sup>
6.	Engage the public and garner public support for the Pilot.	<i>On target</i>

Status is currently on target for six out of six objectives as assessed by the Pilot team, even with COVID-19 significantly affecting Pilot operations. Pilot Objectives are referred to throughout this report to check progress towards a successful Pilot project.

## SUCCESS

For UTA, the Pilot will be successful if after 12 months:

1. UTA can measure the Pilot’s performance using quantitative and qualitative data.
2. The Pilot Objectives are achieved.
3. UTA can make informed, data-driven decisions on whether to continue the Pilot and to extend UTA’s contract with Via, determine the future of Flex Routes in the service area, and the potential for microtransit in the UTA Five-Year Service Plan.

## EVALUATION PROCESS

To evaluate the Pilot, performance metrics, as identified in the Microtransit Evaluation Plan, have been collected and reported out monthly. Comprehensive quarterly reports occurred at three-month intervals throughout the project. This is the last quarterly report in the initial series. Quarterly reports will continue while the project is still considered a Pilot. A final evaluation report will summarize the first 12-months of Pilot service.

## PUBLIC SUPPORT

The hardest objective to gauge is public support. The Pilot team must estimate the level of public approval based on direct engagement, ridership trends, customer satisfaction scores and inferences. In Q4 public support for the Pilot can be inferred from generally positive feedback from riders and sustained, recovering ridership numbers. The Pilot team aims to build on this support through continued community outreach and quality service delivery.

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<sup>6</sup> See Cost Effectiveness Figure 11 for details

## QUARTERLY PERFORMANCE DETAIL

Figure 2: Quarterly Data Table

Pilot Objective	Metric	Goal	SEP 2020	OCT 2020	NOV 2020	Q4 Total	Q4 WAV <sup>7</sup> Only
<b>Ridership</b>	Total ridership	N/A	4,699	4,401	3,373	12,473	379
	Avg. weekday ridership	350 - 450 (at 6 months)	214	200	169	195	6
	Avg. riders per hour per vehicle (utilization)	2.5 - 4.5 (at 6 months)	1.6	1.7	1.7	1.7	N/A
	WAV request %	2% - 5%	4%	3%	2%	N/A	2%
	First mile / last mile connections	25%	30%	32%	31%	N/A	N/A
	Shared rides %	25% (at 6 months)	15%	16%	17%	N/A	N/A
<b>Customer Experience</b>	Avg. customer rating	4.8 out of 5.0	4.8	4.8	4.9	4.9	4.9
	Avg. wait time	< 15 minutes	12	13	13	12	16
	On time pick up %	95%	90%	88%	85%	88%	80%
	Avg. minutes per ride	N/A	13	13	12	13	14
	Avg. miles per ride	N/A	3.8	3.8	3.8	3.8	2.9
	Avg. travel time	< 3 minutes per mile	3.4	3.4	3.2	3.4	4.8
<b>Overall Performance</b>	Operating cost <sup>8</sup>	\$547,054 (Q4 Budget)	\$108,596	\$94,313	\$77,106	\$280,015	N/A
	Operating hours	12,821 (Q4 Budget)	2,966	2,574	2,045	7,585	N/A
	Operating miles	N/A	42,924	37,308	31,728	111,960	N/A
	Cost per hour	\$36.82 (Q4 Budget)	\$36.62	\$36.64	\$37.71	\$36.92	N/A
	Cost per rider	< \$13.08	\$23.11	\$21.43	\$22.86	\$22.45	N/A
	Cost per mile	N/A	N/A	N/A	N/A	N/A	N/A
	Safe operations (avoidable accidents)	< 1 per 100,000 miles	0	1 <sup>9</sup>	0	1	N/A
	Trips booked through Via's call center	N/A	2%	3%	2%	2%	25%
Fares from credit cards <sup>10</sup>	N/A	\$2,929	\$2,643	\$2,025	\$7,597	N/A	

<sup>7</sup> WAV – Wheelchair Accessible Vehicle. Five of the 17 Via vehicles are WAVs.

<sup>8</sup> Operating cost – Fully allocated; includes operating and capital costs. Excludes marketing expenses.

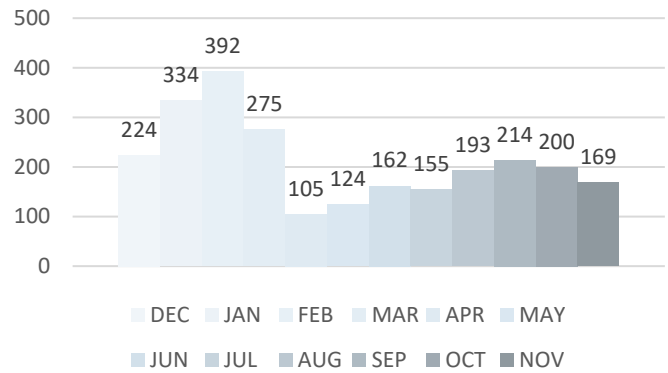
<sup>9</sup> Safe operations – One avoidable accident reported by Via on October 8, 2020.

<sup>10</sup> Fares from credit cards – Includes credit card, debit card, Apple Pay and Google Pay.

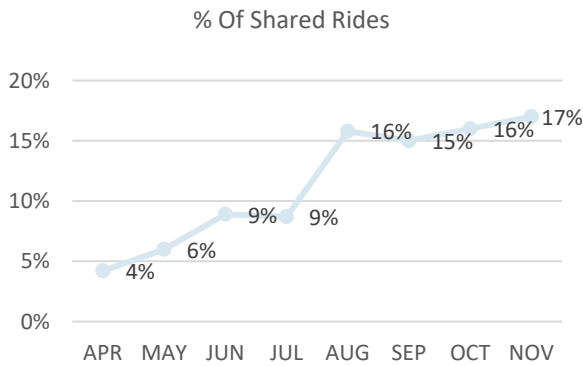
# RIDERSHIP

At the end of Q4, November average daily ridership fell by -16% compared to October as shown in Figure 3, likely due to both seasonal trends and the health crisis. As seen in Figure 4, the percentage of **shared rides** was stable at around 16% even with social distancing. Given social distancing requirements and configured limits to 3 riders per vehicle, it is not currently possible to meet the pre-COVID utilization target.

**Figure 3: Monthly Avg. Daily Ridership**



**Figure 4: Shared Rides**



As shown in Figure 5, an average of 6 trips per day were WAV requests. Figure 6 reveals that most riders took interlocal trips in Q4. Figure 7 displays the top origin and destination points during the past quarter. Riders are using the service to connect to UTA TRAX and FrontRunner trains for **first and last mile** connections, plus travelling within the zone to local businesses for work, shopping, healthcare, and recreation. Together this data demonstrates that **mobility has improved** in the Pilot service area for a diverse set of needs and for users with disabilities.

**Figure 5: Trips on WAVs**

	SEP	OCT	NOV
<b>Total Rides WAV</b>	180	117	82
<b>Avg. Weekday WAV Riders</b>	8	5	4

**Figure 6: Trip Connections**

	SEP	OCT	NOV
<b>First Mile / Last Mile</b>	30%	32%	31%
<b>Interlocal Trips</b>	70%	68%	69%

**Figure 7: Top Locations in Q4**

Top 10 Origin (Pick Up) Locations			Top 10 Destination (Drop Off) Locations		
#	Origin	City	#	Destination	City
1	FrontRunner, Draper	Draper	1	FrontRunner, Draper	Draper
2	TRAX, Crescent View	Sandy	2	TRAX, Crescent View	Sandy
3	TRAX, Draper Town Center	Draper	3	TRAX, Daybreak (Grandville)	South Jordan
4	TRAX, Daybreak (Duckhorn)	South Jordan	4	TRAX, Daybreak (Duckhorn)	South Jordan
5	Business	South Jordan	5	TRAX, Draper Town Center	Draper
6	TRAX, Daybreak (Grandville)	South Jordan	6	Business	Riverton
7	Residential	Draper	7	Business	South Jordan
8	Business	Riverton	8	Business	Riverton
9	Business	Riverton	9	FrontRunner, South Jordan	South Jordan
10	Residential	Draper	10	Residential	Draper

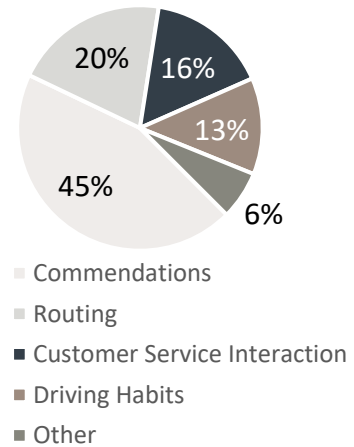
## CUSTOMER EXPERIENCE

Providing an **enhanced customer experience** is one of the Pilot’s primary objectives. This is measured by customers rating their experience in the Via app immediately after their ride. Approximately 40% of trips were rated, giving the Pilot service an average score of 4.9 out of 5.0 stars and exceeding the Pilot’s stated goal of 4.8.



Formal **customer feedback** was collected mainly through the Via app and by UTA customer service representatives. Over the quarter there were 157 total comments logged, mainly through Via’s app. Figure 8 shows that there were more commendations than any other type of feedback. Praise for the service was followed by complaints about vehicle routing, concerns about driver behavior, and complaints about driving habits. Requests to expand the level of service (i.e. longer hours, larger zone) and other types of issues (i.e. fares, lost item) rounded out the feedback. These comments are reviewed by the Pilot team and with Via to continuously improve the service.

**Figure 8: Customer Feedback by Category**

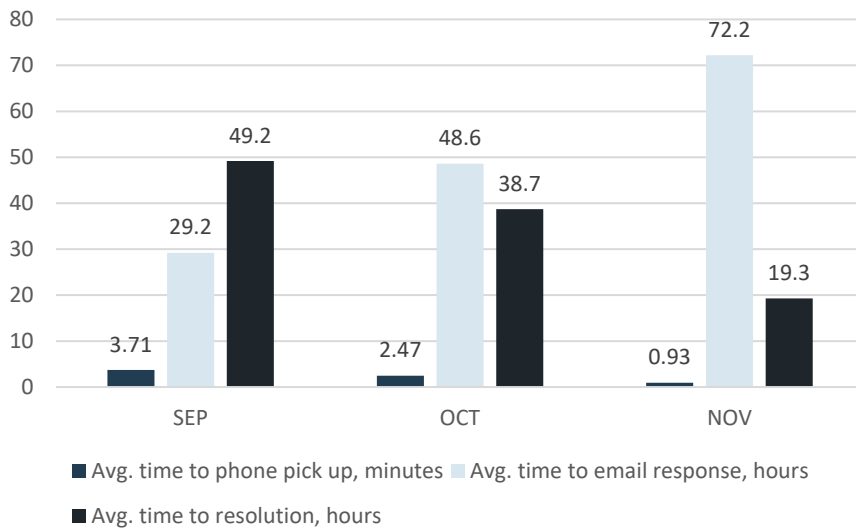


**Figure 9: Sample Rider Feedback by Category**

Sample Comment	Category
He waited for me to get off the train. Really appreciate that. (9/14) I liked his music (10/23) Iona is amazing!! Pay him more money. (10/29) Was very kind and informed me that we had to pick up someone else. (10/30) Brian met me before my stop and got me home safely. (11/2)	Commendations
The driver was fine but the navigation system you use always gives me the wrong wait time (11/3)	Routing
Wasn’t wearing his mask, otherwise it would have been a higher rating. (10/9)	Customer Service Interaction
Driver makes very abrupt stops (11/10)	Driving Habits
The customer is upset that the Via service does not service her area, around 9800 S 2200 W. (11/18)	Other

When customers need to book a ride over the phone or resolve a problem, they dial into a Via-operated call center. Due to the recent volatility in demand, Via’s team has been optimizing their call support team. Figure 10 shows that average phone pick-up times fell throughout Q4 due to staffing adjustments, however email response times have increased.

**Figure 10: Via Customer Call Center Service Levels**



*“Was excellent! He was concerned about me making the train in time because there was another pick-up, but he got me here with time to spare. Thanks for excellent service.” – Customer comment Sep. 10<sup>th</sup>*

*“Totally awesome!!!!!!” – Customer comment Nov. 5<sup>th</sup>*

## COST EFFECTIVENESS

The Pilot team analyzes costs per the Pilot Objectives to present economically sustainable models for scaled implementation. Operating microtransit under a Transportation-As-A-Service (TAAS) model, UTA’s cost to run each hour of service is a fixed **cost per hour** as negotiated in the UTA-Via agreement. Adding fuel expenses and enhanced cleaning routine costs due to COVID-19, total operational costs in Q4 averaged \$36.92 per hour which compares favorably to a UTA benchmark system cost of \$45.93 per hour as shown in Figure 11.

UTA’s Flex Routes set the basis for the Pilot’s **cost per rider** goal. In general, microtransit cost per rider is expected to be higher than fixed route bus but lower than paratransit bus, and UTA’s Flex Route operating costs per rider fall into that range. In 2018 Flex Routes in the service area had an average investment per rider (IPR) of \$16.35. The Pilot aims to be more cost effective than existing service by cutting costs 20% from \$16.35 to \$13.08 per microtransit rider. In Q4 the Pilot averaged \$22.45 per rider as shown in Figure 11.<sup>11</sup>

**Figure 11: Cost Effectiveness Tracking**

	PILOT TARGET	PILOT Q1	PILOT Q2	PILOT Q3	PILOT Q4	UTA BENCHMARK	BENCHMARK BASIS
<b>COST PER RIDER</b>	< \$13.08	\$19.10	\$34.30	\$30.61	<b>\$22.45</b>	\$16.35	UTA Flex Route Bus
<b>COST PER HOUR</b>	\$36.82	\$36.18	\$35.07	\$36.20	<b>\$36.92</b>	\$45.93	UTA System
<b>COST PER MILE</b>	N/A	N/A	N/A	N/A	N/A	N/A	UTA System

<sup>11</sup> Unique to microtransit, this Pilot is tracking fully allocated costs that include both capital and most operating expenses, while all other UTA services track only operating expenses making it difficult to compare costs across service types. Cost per mile does not apply because these costs are already included in the hourly rate.

The Pilot finished Q4 under **budget** by 5,237 hours and -\$192,039 (-35%). Cost savings are due to the Pilot’s ability to reduce hours as customer demand remained steady but at lower levels due to the health crisis. Cumulative Pilot operations tracking for the all four quarters show a total of -12,653 hours and -\$496,510 (-25%) under budget.

## FLEX ROUTES

As part of the Pilot, UTA seeks to understand if microtransit can be an alternative mode of transit to traditional bus services in low density and harder to serve areas. During the Pilot planning phase, routes F504, F518, F534, F546, and F547 were identified as routes which do not meet UTA service and performance standards.<sup>12</sup> These standards include low ridership and a high IPR. While the Flex Routes remain in operations during the Pilot, the project team continues to monitor and evaluate their performance as part of the overall recommendations regarding the future of the microtransit service.

Like other UTA services, Flex Route ridership declined significantly due to COVID-19. Q4 Flex Route performance data indicates a year over year 66% total reduction in ridership across routes F504, F518, F534, F546, and F547. Route F534 has been suspended since April, and frequency on other routes is reduced due to COVID-19. Rider survey data, covered in a separate report, shows that nearly half (43%) of microtransit riders had taken Flex Route trips before the Pilot. Likewise, the ridership numbers confirm that some UTA customers are changing modes as microtransit ridership continues to increase.

**Figure 12: Selected Flex Route Trends**

	SEP	OCT	NOV	Q4 TOTAL
<b>LAST YEAR</b>	SEP 2019	OCT 2019	NOV 2019	
F504	1,959	1,900	1,649	
F518	1,801	1,999	1,564	
F534	417	386	275	
F546	1,368	1,507	1,125	
F547	2,458	2,621	2,162	
<b>FLEX ROUTE RIDERSHIP</b>	<b>8,003</b>	<b>8,413</b>	<b>6,775</b>	<b>23,191</b>
<b>THIS YEAR</b>	SEP 2020	OCT 2020	NOV 2020	
F504	795	864	779	
F518	687	625	470	
F534	0	0	0	
F546	637	641	560	
F547	598	658	586	
<b>FLEX ROUTE RIDERSHIP</b>	<b>2,717</b>	<b>2,788</b>	<b>2,395</b>	<b>7,900</b>
YEAR OVER YEAR FLEX ROUTE RIDERSHIP CHANGE	-5,286	-5,625	-4,380	
% CHANGE	-66%	-67%	-65%	
<b>FOR COMPARISON, Q4 MICROTRANSIT RIDERSHIP</b>	<b>4,699</b>	<b>4,401</b>	<b>3,373</b>	<b>12,473</b>

<sup>12</sup> The microtransit service area was subsequently modified prior to launch. The F514, which meets UTA service and performance standards for Flex Routes, was included in the modified service area but is not included in the Flex Route Performance Indicators.

## OVERALL PERFORMANCE

The Microtransit Pilot is testing a **coverage service model** by providing on demand access to everyone in the area. The Pilot nearly doubled the coverage area with an 80% increase from 36 square miles to 65 square miles. The Pilot team **has determined that microtransit is working** as an efficient and effective coverage service by measuring against the KPIs on page 2 and the Pilot Objectives on page 3.

The majority (63%) of riders **paid** with a UTA paper ticket or transfer as shown in Figure 13. In the past quarter there were two fare enhancements – (1) the addition of electronic fare validation within the Via app, and (2) a method to reconcile credit card transactions. These changes created a more secure revenue model that is easier to scale.

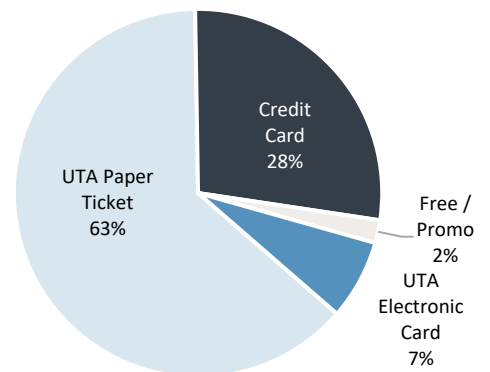
The Pilot’s **safety** goal is less than one unavoidable accident per 100,000 miles.

In the fourth quarter of Pilot operations there was one unavoidable accident without injuries over 111,960 miles almost meeting the safety metric. With an eye toward continuous safety improvements, UTA and Via are piloting in-cabin cameras and telematic systems. This technology can improve driver and rider safety, detect harsh and sudden movements, and gather data to coach and improve driving skills and reduce collisions. This telematics pilot has been extended through January based on positive trends.

The Pilot is designed to deliver **accessible and equitable** service for all riders in the service area. The team is focusing on these key components to measure accessibility and equity:

- **WAV trips** – UTA estimates that 2-5% of fixed route transit riders use a wheelchair ramp to board a train or bus. The Pilot’s goal is to fall within that same 2-5% range. In the fourth quarter, an average of 2% of Pilot riders requested WAVs achieving the quarterly target.
- **Equivalent service** – The Pilot team logs quality of service data specific to WAV trips such as average wait time and on time pickups. This data is then compared to the overall Pilot statistics, as shown in Figure 2, to check if WAV customers are receiving an equivalent customer experience. In the past quarter, the average wait time for WAVs was one minute longer at 14 minutes yet still below the 15-minute goal. On time pickup rates were less reliable at 80% for WAVs compared to 88% overall.
- **CAT committee feedback** – The CAT committee received an update on the pilot’s progress on December 2<sup>nd</sup>. Feedback from the committee included that it would be beneficial to do outreach where people are unlikely to have the ability or access to cars once the health crisis eases.

Figure 13: Fare Revenue by Type



## MARKETING AND PROMOTIONS

CURRENTLY ON HOLD. All advertising and marketing campaigns have been suspended since mid-March due to COVID-19. Marketing is an essential element to raise awareness of the new service and to encourage trial. To date the most productive marketing sources are organic growth, clicks to UTA’s Pilot webpage, referrals from other riders, and community outreach / street marketing efforts.

## CHALLENGES

No new service will launch without challenges. Operational **gaps** that temporarily hinder this Pilot are:

- **Paratransit connections.** Via is preparing to fully support transport of paratransit connection customers. The team started internal testing late November and plans to begin testing with riders in the upcoming weeks. During the past quarter, UTA provided feedback on Via’s training program for drivers who will be serving paratransit rides.
- **Driver retention.** Via is experiencing weekly churn in the supply of drivers. Via is actively onboarding new drivers and working on solutions to this problem.
- Other Pilot challenges include refining the routing and ETAs, improving pick up / drop off points, and ongoing driver training.

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## NEXT STEPS

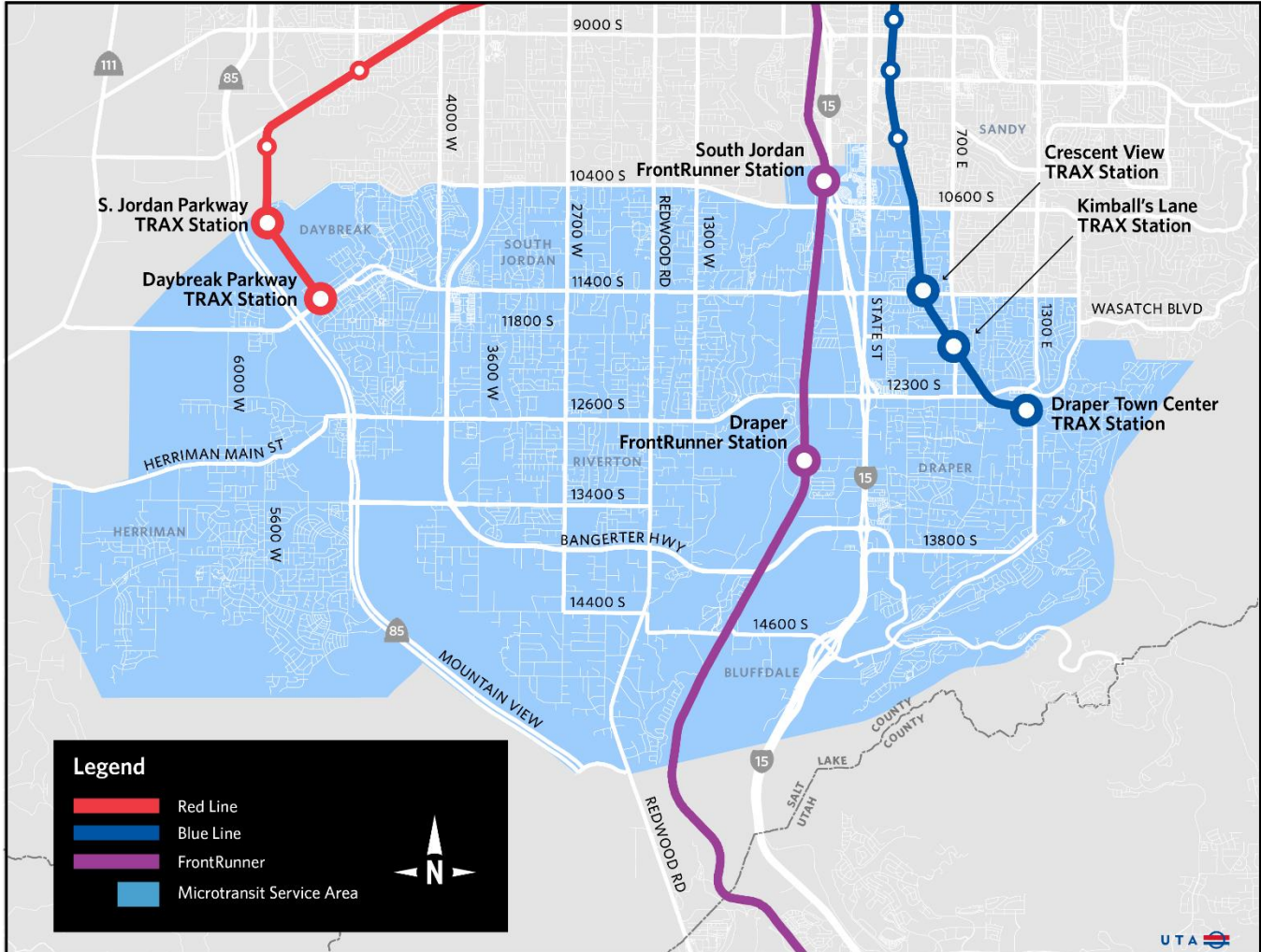
It’s worth noting that even with COVID-19, there are no significant changes recommended by the Pilot team because the Pilot is currently achieving its stated Objectives. Priorities going into 2021 include:

- Determining how to evaluate potential **changes** to the Pilot. For example, should the operating hours or days be expanded? Should the service boundaries be modified? What are the cost and quality of service impacts?
- In the winter, resume testing of **paratransit connections** to make timed transfers between Via and Paratransit vehicles at designated service points. This is a critical component of the Pilot.
- For even better first mile / last mile connections, UTA and Via are working on integrating microtransit trip discovery with UTA’s preferred trip planning app, **Transit App**. This integration is scheduled for Q1 2021.
- The **contract** with Via has a base term of one year, with two options to extend for two additional years. The UTA Board has approved that the Pilot be extended from November 20, 2020 through the August 2021 Change Day for continued evaluation and testing.



# APPENDIX A

## PILOT SERVICE AREA





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Jeff Acerson, Board of Trustees  
**PRESENTER(S):** Jeff Acerson, Board of Trustees  
Kim Ulibarri, Chief People Officer

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b>	<b>Pension Committee Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	The Pension Committee met on February 10, 2021. Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.
<b>ATTACHMENTS:</b>	None



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Emily Diaz, Financial Services Administrator

**BOARD MEETING DATE:** February 24, 2021

**SUBJECT:** R2021-02-05 Resolution Declaring Official Intent of the Utah Transit Authority to Reimburse itself for Certain Capital Expenditures through Lease Financing

**AGENDA ITEM TYPE:** Resolution

**RECOMMENDATION:** Adopt Resolution R2021-02-05

**BACKGROUND:** When issuing a lease, federal law<sup>1</sup> permits a government entity to include capital items in the financing which have been purchased up to 60 days prior to the lease closing date. Federal law does allow a government to declare an intent to reimburse and establish an expanded period for including capital items in a lease financing.

UTA began leasing revenue service vehicles in 2015. Through 2018, the Board of Trustees adopted a resolution each year which authorized the Chief Financial Officer to execute that year's leases as long as lease maturities, interest rates, and lease amounts were within the parameters identified in the resolution. Beginning in 2019, the process changed to have the Board of Trustees approve an intent to reimburse resolution early in the year and a lease financing resolution later in the year which included the specific lease maturities, interest rates and lease amounts resulting from a lease financing RFP.

**DISCUSSION:** The 2021 capital budget anticipated lease financing for the replacement of the following items:

Vehicle/Equipment Replacement	Number	Amount
2020 MCI Buses (Carryover)	27	\$27,800,000
Buses	23	\$12,800,000
Paratransit	30	\$3,053,000
Vanpool vans	58	\$2,206,000
<b>Totals</b>	<b>138</b>	<b>\$45,859,000</b>

<sup>1</sup> 26 CFR § 1.150-2(f)

	<p>These vehicles will be delivered throughout the year. Rather than arranging for financing as capital items are delivered, it is much more efficient to consolidate lease financing and execute the lease when most of the vehicles have been delivered.</p> <p>The resolution enacts the intent to reimburse per the provisions of federal law and will allow UTA to arrange for lease financing for these budgeted capital items in a single transaction. The anticipated timing for issuing the lease financing RFP is late summer, 2021.</p>
<b>ALTERNATIVES:</b>	<p>UTA could purchase the vehicles using pay-as-you-go (cash). The adopted financial plan supporting UTA's five-year program did not anticipate this. Lease financing allows UTA to smooth cash-flow associated with large vehicle purchases.</p> <p>UTA could conduct the lease financing solicitation and award the lease financing as soon as possible in 2021. Lease financing could be put in place approximately every 60 days. This could result in multiple leases and would not be as efficient.</p>
<b>FISCAL IMPACT:</b>	<p>The budget assumed lease financing would take place in September. This action supports 2021 budget planning and the adopted five-year Capital Plan.</p>
<b>ATTACHMENTS:</b>	<p>1. Resolution R2021-02-05</p>

**RESOLUTION DECLARING OFFICIAL INTENT OF THE UTAH TRANSIT  
AUTHORITY TO REIMBURSE ITSELF FOR CERTAIN CAPITAL  
EXPENDITURES THROUGH LEASE FINANCING**

R2021-02-05

February 24, 2021

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 Board of Trustees of the Authority is required to approve contractual expenditures exceeding \$200,000; and

WHEREAS, the Authority expects to incur significant costs for transit system improvements, including without limitation, revenue service vehicles, and all related improvements (collectively, the "Project"); and

WHEREAS, the Authority has determined that it intends to finance the cost of the Project with the proceeds from one or more lease financings, the interest on which is excludable from gross income for federal income tax purposes (the "Leases"); and

WHEREAS, no costs of the Project were paid more than 60 days prior to the date of this Official Intent, other than preliminary expenditures (not exceeding 20% of the aggregate price of the Leases to be executed to finance the Project), provided that such preliminary expenditures shall not include cost of land acquisition or site preparation or other costs of construction or acquisition of the Project;

NOW, THEREFORE, the Board of Trustees of the Utah Transit Authority hereby declares the Official Intent of the Utah Transit Authority, AS FOLLOWS:

Section 1. Declaration of Official Intent to Finance Capital Expenditures; Maximum Authorized Debt. The Authority hereby declares its intention and reasonable expectation to use proceeds from the lease financings to reimburse itself for expenditures for costs of the Project. The Authority intends that the Leases are to be executed and the reimbursements are to be made by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditures was paid. The Authority anticipates that the maximum principal amount of the Leases executed to finance the Project will not exceed \$50,000,000.

Section 2. Nature of Project Costs. The costs of the Project consist entirely of capital expenditures or costs of issuance of the Leases, and no cost of the Project to be reimbursed with the proceeds from the Leases is a cost of working capital.

Section 3. No Replacement Proceeds. The Authority will not, at any time within one year after any allocation of proceeds from the Leases to reimburse any expenditure, use the reimbursed funds to create a sinking fund for the Leases, or to otherwise replace the proceeds of any of the Leases.

Section 4. Effective Date. This Official Intent shall take effect immediately.

Approved and adopted this 24<sup>th</sup> day of February, 2021

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Carlton Christensen, Chair  
Board of Trustees

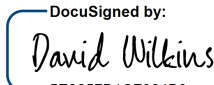
ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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Legal Counsel



## 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:** February 24, 2021

<b>SUBJECT:</b>	<b>Resolution R2021-02-06 Authorizing the Obligation and Drawdown of Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant Monies by the Executive Director</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve Resolution R2021-02-06 authorizing grant execution by the Executive Director of CRRSAA agreement(s) to be developed in the Federal Transit Administration Awards Management System.
<b>BACKGROUND:</b>	On December 27, 2020, CRRSAA was signed into law. The CRRSAA provides emergency funding for a variety of industries affected by COVID-19, including the transit industry. To support the transit industry's response to COVID-19, beginning January 20, 2020, all activities normally eligible under the Urbanized Area 5307 formula program, including planning, capital, and operating, are eligible for CRRSAA funding. Operation expenses can include paying administrative leave of operations personnel due to reductions in service or quarantine. Other operations expenses could include drivers' salaries, supplies, personal protective equipment (PPE), fuel, and other expenses related to keeping the system operating on a day-to-day basis. Examples of eligible capital activities include preventive maintenance, vehicle replacement, equipment purchasing, and facility repairs/new construction.
<b>DISCUSSION:</b>	FTA, through CRRSAA funding, has apportioned \$32,823,902 for UTA's Urbanized Area Section 5307 Grant Program. The funding will be provided at 100% federal share, with no local match required. FTA is encouraging public transit agencies to obligate the funds as soon as possible. Staff will execute the funds for operations and/or capital items already approved in the five-year budget. This resolution is to provide the Executive Director the authority to execute grants up to the total apportioned amount for CRRSAA funding. This resolution reduces the timeline for executing the CRRSAA grants, and it is in UTA's best interest to execute the grants expeditiously.

<b>ALTERNATIVES:</b>	This grant funding ensures that our public transportation system can continue to provide essential transit service to our communities.
<b>FISCAL IMPACT:</b>	No local match is required.
<b>ATTACHMENTS:</b>	1) Resolution R2021-02-06



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE OBLIGATION AND DRAWDOWN OF  
CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL  
APPROPRIATIONS GRANT MONIES BY THE EXECUTIVE DIRECTOR**

R2021-02-06

February 24, 2021

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

WHEREAS, Both Houses of the Congress of the United States of America passed the Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSAA Act"), and it was signed by the President on December 27, 2020, becoming Public Law No: 116-260; and

WHEREAS, the CRRSAA Act provides emergency funding for a variety of industries affected by the Novel Coronavirus, COVID-19 pandemic, including America's public transit industry; and

WHEREAS, under the CRRSAA Act, all activities normally eligible for Federal Transit Administration ("FTA") Urbanized Area Section 5307 Formula Program monies, including planning, capital, and operating expenses, are now eligible for CRRSAA Act funding; and

WHEREAS, under the monies available for operating expenses, CRRSAA Act funding can be obligated to pay for administrative leave of operations personnel due to reductions in service or quarantine, operators' salaries, supplies, fuel, personal protective equipment, and all other expenses to keep a transit system operating on a day-to-day basis; and

WHEREAS, under the monies available for capital expenses, CRRSAA Act funding can be obligated to pay for preventative maintenance, vehicle replacement, equipment purchasing, and facility repairs; and

WHEREAS, Congress has appropriated up to \$32,823,902 for UTA's share of the CRRSAA Act Section 5307 Program funding, which is 100% federal share, no match required; and

WHEREAS, the FTA is encouraging transit agencies like UTA to obligate and drawdown the CRRSAA Act funding as soon as possible; and

WHEREAS, the Board of Trustees (the "Board") of the Authority desires to delegate authority to the Executive Director to obligate and draw down on UTA's shares of CRRSAA Act funding as soon as possible.

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

1. That the Board authorizes the Executive Director to begin immediate obligation and drawdown of CRRSAA Act funding to reimburse UTA for:
  - a. Expenses allowed or permissible under the CRRSAA Act funding; and
  - b. Expenses that do not exceed the approved Operating or Capital Budgets.
2. That the Board instructs the Executive Director and/or her designee to report regularly to the Board as to the status of the obligation and drawdown of CRRSAA Act funding.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare for and obtain funding under the CRRSAA Act.
4. That the corporate seal be attached hereto.

Approved and adopted this 24<sup>th</sup> day of February 2021.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

*David Wilkins*  
DocuSigned by: David Wilkins  
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Legal Counsel



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Laura Hanson, Director of Planning

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b>	<b>Resolution R2021-02-07 Approving the 2021-2025 Service Plan</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve R2021-02-07
<b>BACKGROUND:</b>	<p>UTA's Board of Trustees Policy 3.2 - Service Planning Implementation outlines a process for the development of a Five-Year Service Plan to be updated every two years. This plan will guide the development and implementation of specific service changes. The policy also identifies points at which the Local Advisory Council reviews and recommends approval of the plan to the Board of Trustees as required in Utah's Public Transit District.</p> <p>UTA staff has been working over the past two years to develop a Five-Year Service Plan. This work began with the UTA Service Choices effort, through which we engaged over 3,500 members of the public on the topic of how UTA should prioritize its bus service resources. A draft plan that responded to this feedback was about ready to be released for public comment in March 2020, exactly when the coronavirus pandemic and recession hit. This caused UTA to pause and reconsider the draft plan considering revised financial projections and changing travel and ridership patterns.</p> <p>UTA staff has worked quickly to develop a revised Five-Year Service Plan that adapts to the current conditions in our agency and region.</p>
<b>DISCUSSION:</b>	<p>The Five-Year Service Plan is a dynamic roadmap for UTA's near-term service planning. The plan itself is a snapshot in time. It reflects UTA's intended service plan based on the best information available. Each proposed concept in this plan is subject to change based on further review and analysis, available resources, operational feasibility, or other unforeseen circumstances.</p> <p>Developed during the COVID-19 pandemic, this plan:</p> <ul style="list-style-type: none"><li>• Seeks to align UTA's service network with new projections of <b>available revenue</b>;</li></ul>

	<ul style="list-style-type: none"> <li>• Aims to achieve <b>higher ridership</b> long-term by aligning service with emerging travel patterns; and</li> <li>• Works to <b>strengthen customer confidence</b> in UTA by ensuring that public transit is available when and where people need it.</li> </ul> <p>This 2021-2025 Service Plan was initially presented to the Board of Trustees and the Local Advisory Council in November 2020 and the plan made available for stakeholder review thereafter. Since that time, UTA staff has presented the 2021-2025 Service Plan to multiple audiences including WFRC and MAG planning and technical committees and various Councils of Governments. Feedback on the draft plan was solicited and has been included in the attached Stakeholder Engagement Report. The Local Advisory Council recommended approval of the plan in Resolution AR2021-02-01, and has referred it to the Board of Trustees for final consideration and adoption.</p> <p>Following approval of the 2021-2025 Service Plan, UTA will continue to engage with local stakeholders and riders on concepts presented in this plan to ensure the final service meets the needs of the community. Before implementation through Annual Service Plans, every service change concept will be further analyzed and refined through UTA’s regular Change Day process, which includes additional public engagement, civil rights Title VI analysis, and operational considerations.</p>
<b>ALTERNATIVES:</b>	The Board of Trustees may propose revisions to the plan as presented.
<b>FISCAL IMPACT:</b>	This Five-Year Service Plan is not a prescriptive list of service changes, but rather serves as a guiding document. Therefore, there is no fiscal impact associated with the plan.
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1) Resolution 2021-02-07</li> <li>2) 2021-2025 Service Plan</li> <li>3) Stakeholder Engagement Report</li> </ol>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY  
APPROVING THE 2021-2025 SERVICE PLAN**

R2021-02-07

February 24, 2021

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

WHEREAS, the Act requires the Local Advisory Council of the Authority to discuss and comment on the service, operations and concerns with public transit district operations and functionality and to advise the Board of Trustees regarding operation and management of the district, and

WHEREAS, under the Act, the Local Advisory Council is obligated to review, approve, and recommend final adoption by the Board of Trustees of district service plans at least every two and one-half years; and

WHEREAS, the Authority has developed a Five-Year Service Plan for the years 2021 through 2025 (the "Plan") which seeks to align UTA's service network with new projections of available revenue; aims to achieve higher ridership long term by aligning service with emerging travel patterns; and works to strengthen customer confidence in UTA by ensuring that public transit is available when and where people need it; and

WHEREAS, the Authority has submitted its proposed Plan to the Local Advisory Council seeking its review, approval, and recommended adoption by the Board of Trustees; and

WHEREAS, the Local Advisory Council approved the Plan and recommended final adoption by the Board of Trustees of the Authority in Resolution AR2021-02-01; and

WHEREAS, based upon that recommendation and approval by the Local Advisory Council, the Board of Trustees wishes to approve and adopt the Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board of Trustees hereby approves and adopts the Five-Year Service Plan for the years 2021 through 2025, attached as Exhibit A.

2. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Five-Year Service Plan for the years 2021 through 2025, attached as Exhibit A.
3. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 24<sup>h</sup> day of February 2021.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:  
*David Wilkins*  
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Legal Counsel

## EXHIBIT A

(Five-Year Service Plan for the years 2021 through 2025)

# UTA Five-Year Service Plan

## 2021-2025 Service Plan



# UTA Five-Year Service Plan

## 2021-2025 Service Plan

February 2021

An interactive version of this document is available at [rideuta.com/serviceplan](https://rideuta.com/serviceplan).

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# Introduction



## Planning Now for the Path Ahead

The Utah Transit Authority is pleased to present this Five-Year Service Plan for all interested parties. This document is also available in an interactive format at [rideuta.com/serviceplan](https://rideuta.com/serviceplan).

The Five-Year Service Plan is a dynamic guide for UTA's near-term future. This document, like a route map, is a snapshot in time. It reflects UTA's intended service based on the best information available. Each proposed concept is subject to change. UTA has limited resources. We carefully consider the operational cost and feasibility of any potential change. As this plan is updated, any additional services will be subject to available resources.

## Developed during the COVID-19 pandemic, this plan:

- Seeks to align UTA's service network with new projections of **available revenue**;
- Aims to achieve **higher ridership** long-term by aligning service with emerging travel patterns; and
- Works to **strengthen customer confidence** in UTA by ensuring that public transit is available when and where people need it.

This guide is the result of UTA's ongoing planning process. Every two years, UTA will update the plan to reflect changes in local land use patterns, demographics, new technologies, and current UTA financial and labor resources.

UTA is taking steps to stabilize our funding and labor resources as the region recovers from the pandemic. At this point, UTA does not anticipate implementing any major service changes in 2021.

During 2021, UTA will conduct additional analysis and community engagement around the concepts presented in this plan. We will use that preparation to implement the plan beginning in 2022 and to inform the next update to this plan.

# UTA's Planning Process & Timeline

## How and When the Plan Happens

The path ahead for public transit has many partners and many moving parts. UTA's service planning and implementation process seeks to refine proposals based on input received and ongoing analysis. We conduct this process in four phases:

### Strategic Planning

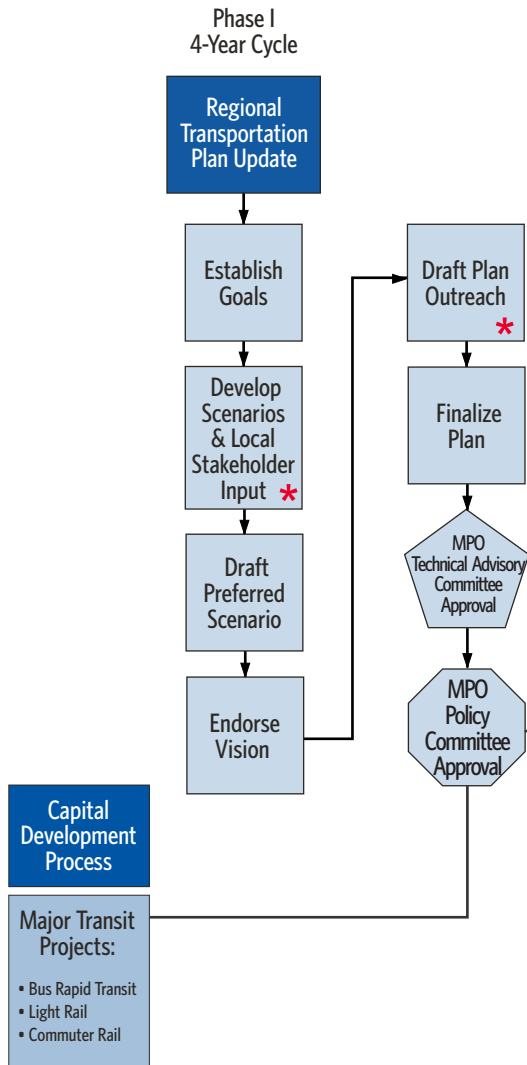
### Service Planning

### Operations Planning

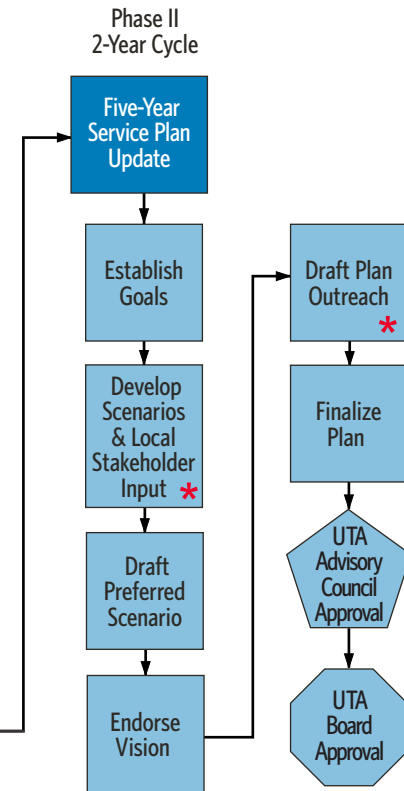
### Implementation



## Strategic Planning



## Service Planning



**Planning begins with collaboration in the development of long-range Regional Transportation Plans (RTPs).**

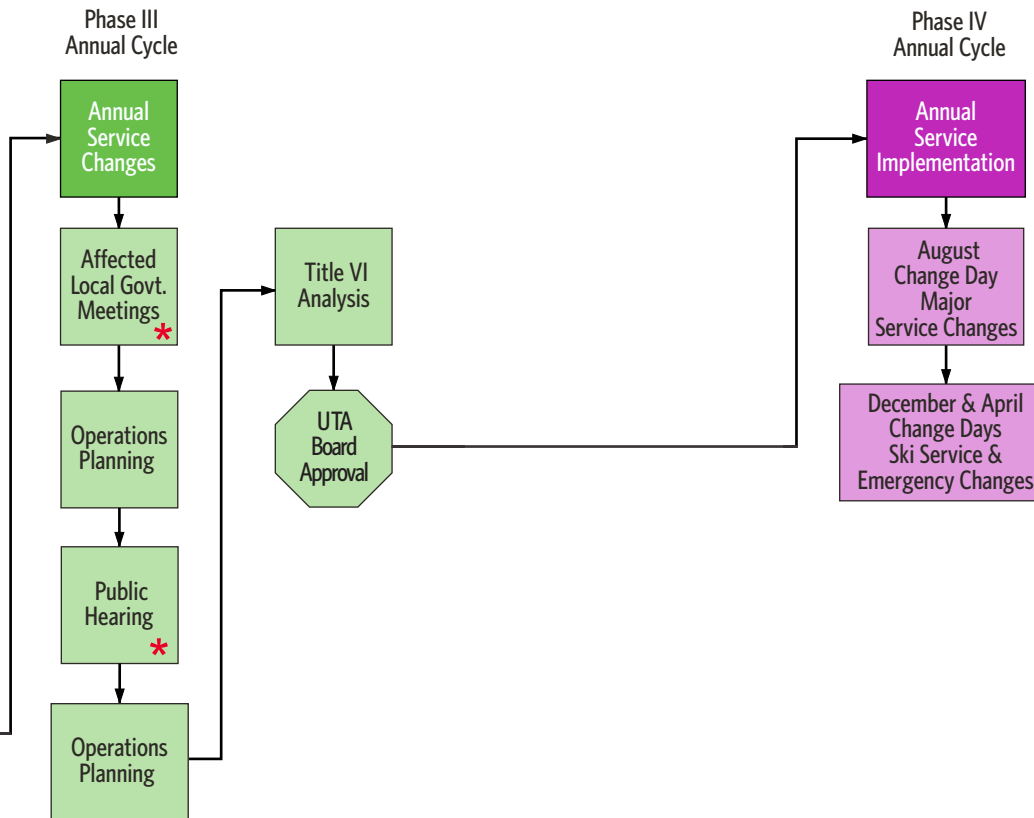
Our best long-term look at the path ahead comes through community collaboration and data-driven analysis. WFRC and MAG develop RTPs in partnership with the community, UTA, and other partner agencies. These plans set the direction for the region’s transportation system over the next 30 years.

**The Five-Year Service Plan covers all UTA transit services that do not involve major capital construction projects.**

At UTA, our service planners work to create a dynamic path toward the future. The plan presented here is the product of the service planning phase. Following extensive public engagement and development of service plan scenarios, UTA’s Local Advisory Council and Board of Trustees adopt the plan.

\* Community Engagement Opportunity

## Operations Planning



***This phase translates proposed changes into guidance for transit operations. This often leads to further adjustments to the Five-Year Service Plan.***

Proposed service changes are fluid; many factors shape their final form. Before they are implemented, service changes are the subject of additional outreach, public hearings, a Title VI analysis, and development of route schedules.

***In this phase, all final transit service changes become active on one of UTA's Change Days, which occur every April, August, and November.***

UTA informs affected riders well in advance about service changes through social media, new printed schedules, signage at transit stops, and media announcements. Customer service representatives are available to help riders navigate changes.

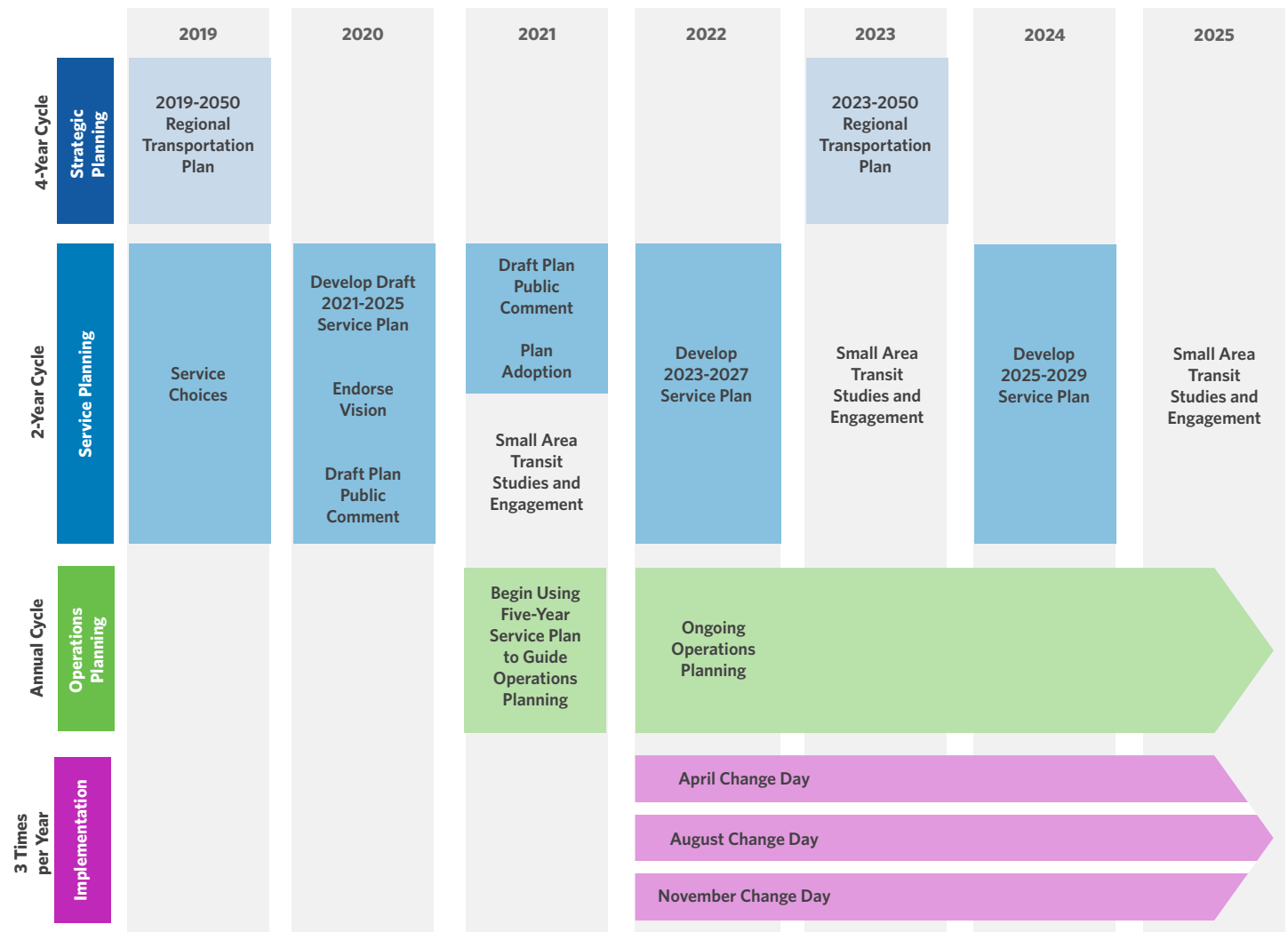
\* Community Engagement Opportunity

## Timeline

UTA's planning timeline corresponds to the phases of the planning process. Stakeholder engagement and public comment on this Five-Year Service Plan begins November 18, 2020 and will extend through February of 2021. Adoption is planned for early 2021.

UTA will then shift its focus to a series of small area transit studies and transportation equity gap analyses for the remainder of 2021. Operational Planning for this Five-Year Service Plan will begin in late 2021 with additional operational analysis, and more stakeholder and public engagement. Implementation of service changes identified in the plan are scheduled to begin in 2022.

Once established, this planning process will maintain a regular rhythm of alternating years. Small Area Transit Studies will inform future Five-Year Service Plans, and Five-Year Service Plan updates will inform future Regional Transportation Plans. Recommendations from these phases will roll into the ongoing process of Operations Planning and Implementation.



# Guiding Framework

## Concepts to Chart the Path Forward

**System-Wide Planning**



**Core Route Network**



**All-Day Service**



**Longer Hours**



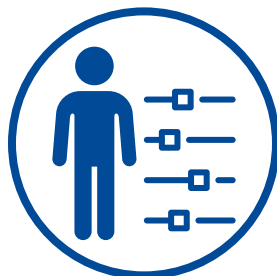
**Innovative Transit Solutions and New Technologies**



**The Path Ahead for Future Projects**



**Service Choices**



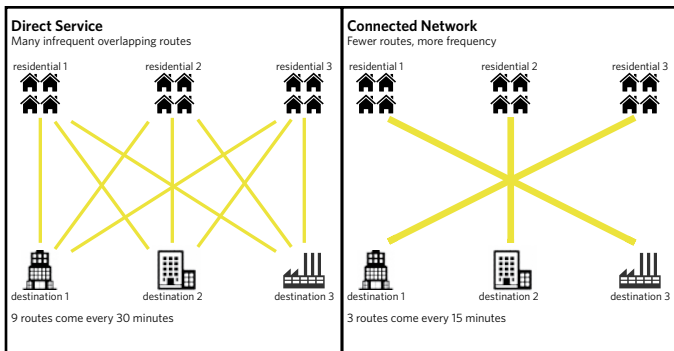


## System-Wide Planning



This plan **maximizes regional connectivity** by emphasizing links between modes and geographic areas.

Developing the best path forward requires viewing service through a system-wide lens. UTA's priority is to provide service to the places and by the modes that will best fulfill community needs while also striving to improve efficiency and effectiveness. Achieving these goals may, however, require shifting resources from one mode to another. It also may emphasize transfers as a way to maximize access across a connected system. Currently, in some areas, our bus service provides direct, but infrequent service between many destinations. A shift to a more frequent, connected network could add transfers for some of our customers, but it could also lead to shorter travel times and provide additional travel options. This is illustrated in the diagram below.



## Core Route Network



A **connected network of high-frequency core routes** is designed for convenience and efficiency.

These routes will operate every day of the week and, on most days, will run every 15 minutes or better from early morning to late evening. Core Routes will also have increased amenities at bus stops. By creating a network of connected, high-frequency core routes, you will be able to reach many destinations throughout the region conveniently and comfortably. In addition, UTA is currently investigating using a combination of technology and infrastructure improvements to reduce travel times and improve reliability across the network. UTA's goal is that on any Core Route, you will have a comfortable experience and that you won't need to rely on a schedule to get where you need to go.

## All-Day Service



**More mid-day service** means more transit available when you need it.

UTA has historically been largely focused on meeting the needs of traditional commuters, with more service in the morning and evening peak commuting hours. Over time, we have seen a steadier stream of travel throughout the day. The COVID-19 pandemic has highlighted a shift in this pattern. This Five-Year Service Plan seeks to meet the needs of as many people as possible by increasing the availability of all-day services.

## Longer Hours



**Earlier and later trips** means additional options for a ride home – even if your work, entertainment, or shopping runs late.

Public transit must provide reliable round-trip service to be an effective transportation option. Transit service won't help you if it doesn't run early or late enough to match your needs. This Five-Year Service Plan expands service hours on many routes to include earlier and later trips, better serving those with shift schedules or unexpected late-night trips. As a bonus, longer hours work better for our drivers too!

## The Path Ahead for Future Projects



**Exciting new services are coming**, and this plan is a step toward them.

UTA's path ahead includes several new services currently in the planning, design, or construction phases. In Davis and Weber Counties, these include the Ogden-Weber BRT and South Davis-SLC Connector. In Salt Lake County, this includes the Mid-Valley BRT, 5600 West Express Bus, and transit development near the Point of the Mountain. And in Utah County, projects underway include the Central Corridor BRT and Vineyard FrontRunner Station. This plan will be updated as these developments come online. In the meantime, we are preparing to adjust existing service in anticipation of changes to the transit network that these projects will bring.

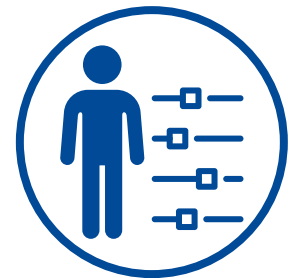
## Innovative Transit Solutions and New Technologies



Innovative transportation zones create opportunities for **mobility and connection in areas less amenable to traditional public transit**.

The path ahead for transportation is rapidly evolving. As new technologies emerge, we expect to see additional opportunities for creative transit solutions throughout the life of this plan. UTA's existing services include FLEX, which allows requests for pick-up/drop-off up to three-quarters of a mile off the regular route, as well as a microtransit pilot with UTA On Demand by Via. We envision new roles for FLEX in serving emerging transit markets. We are also contemplating a number of new Innovative Mobility Solution Zones, which could be served by microtransit or another technology-linked service.

## Service Choices



Working with input received from the communities we serve, this plan seeks opportunities to **increase frequency and ridership, while also providing options in coverage areas**.

This plan is the culmination of the Service Choices planning effort which began in March 2018. Service Choices was an extensive outreach effort that sought community input on how UTA should prioritize its resources. UTA's riders and stakeholders asked UTA to focus more of its resources on changes to service that would likely result in increased transit ridership. There was still a strong desire to balance this with a basic level of transit coverage in less densely developed places.

# UTA's Five-Year Service Plan

## The Path Ahead

The UTA Five-Year Service Plan presents a series of service change concepts. The lines on the map should be viewed as corridors to be served rather than as finalized routes. As mentioned previously, all concepts presented in this plan are subject to additional analysis, and public input will be considered before any change is implemented.

Our region is growing rapidly. Where and how we grow has impacts on the transportation network. This vision for the path ahead works to address these impacts through improvements to the transit system.

## Map Legend Definitions

**Bus:** Includes all fixed and flex route bus service. Fixed-route service follows a standard route. Flex-route service also follows a standard route, but customers may request a deviation of up to  $\frac{3}{4}$  mile from the standard route.

### Bus Service Types:

- **Frequent, All-Day:** Frequent service (15 minutes or better), throughout most of the day, Monday through Saturday. Most routes also run on Sunday.
- **All-Day:** Service runs Monday through Saturday, throughout the day. Some routes also operate on Sunday.
- **Peak only:** Service runs Monday through Friday during morning and evening rush-hour times.
- **Seasonal:** Only runs during certain times of the year

**TRAX and S-Line:** UTA's light rail and streetcar service, which runs frequent, all-day service.

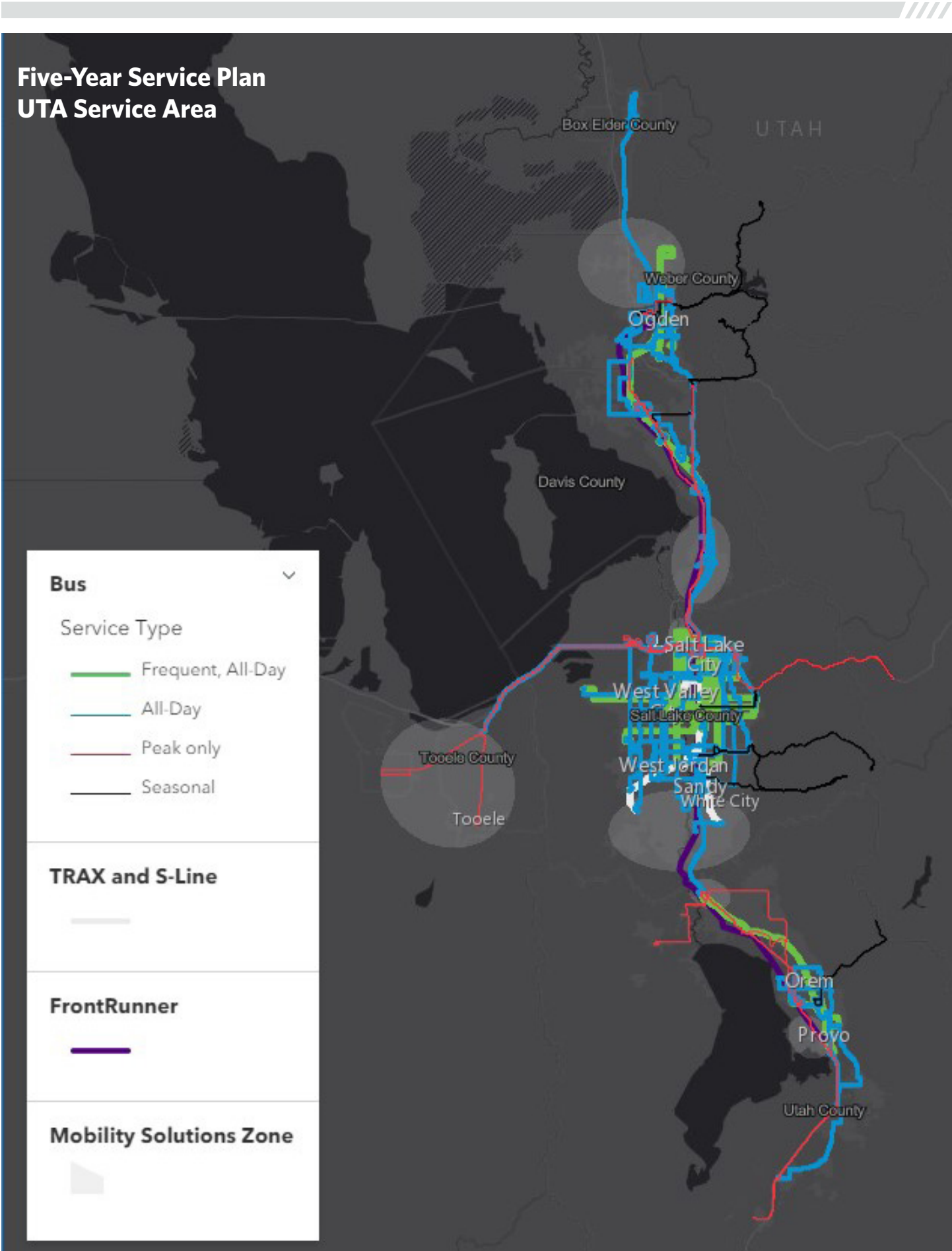
**FrontRunner:** UTA's commuter rail service, which runs all-day service.

**Mobility Solutions Zone:** Areas being considered for innovative mobility solutions.

**Future Transit Study Area:** A general area where UTA will work to solicit additional input from the community in order to better determine the right service proposals.

**Plan Project Site:** Transit project site expected to be completed within the next five years.







## Box Elder, Weber, and Davis Counties

***The following potential changes are part of the Five-Year Service Plan vision for Box Elder, Weber, and Davis Counties:***

1. Integrate service, connectivity, innovation, and planning ahead
2. Implement the Ogden/WSU Bus Rapid Transit (BRT) Line between Ogden FrontRunner Station and Weber State University
3. Add 15-minute service on State Street and Main Street between Farmington and Ogden
4. Improve all-day service on many routes
5. Add bus service between Ogden and Pleasant View FrontRunner stations
6. Improve local bus connections in Ogden, South Ogden, and Washington Terrace
7. Streamline connections to Roy FrontRunner Station to reduce transfer times
8. Improve connections from FrontRunner to the University of Utah and Research Park
9. Consider innovative transit solutions in North Weber and South Davis Counties which provide better all-day coverage and replace routes with few riders
10. Construct a new transit hub at the Dee Events Center
11. Continue purchasing Right of Way for future transit needs in Box Elder County

### Next Steps

UTA plans to initiate a robust dialogue with the community to ensure we are putting the right service in the right place. ***Specific areas of focus for community engagement and additional analysis include all proposed innovative mobility zones, and the area of South Davis County.*** This plan will be updated to reflect the outcomes of those analyses.

# Five-Year Service Plan Box Elder, Weber, and Davis Counties

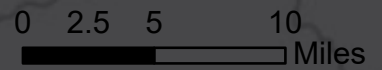


Ogden

-  Project Sites
-  Future Transit Study Area
-  Mobility Solution Zones

**Service Type**

-  Peak Only Bus Service
-  Seasonal Bus Service
-  All-Day Bus Service
-  Frequent, All-Day Bus Service
-  TRAX and Streetcar
-  FrontRunner





## Salt Lake and Tooele Counties

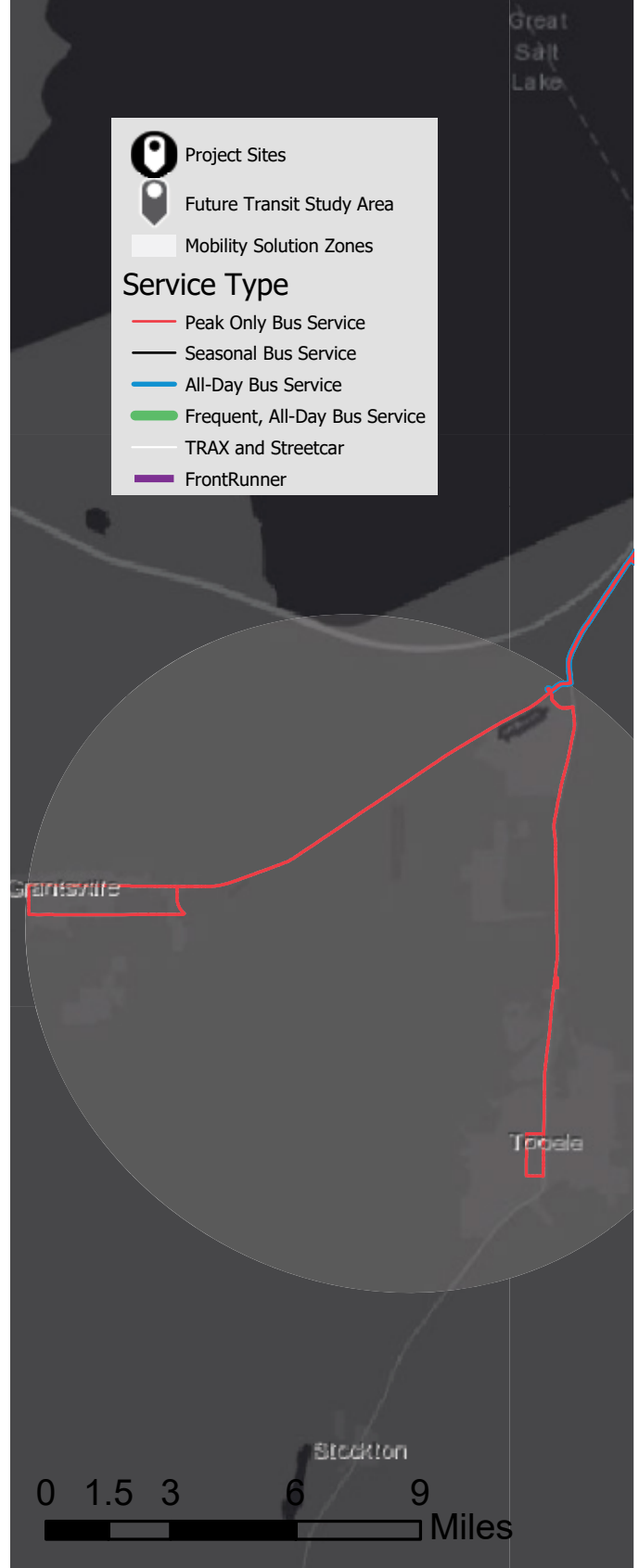
**The following potential changes are part of the Five-Year Service Plan vision for Salt Lake and Tooele Counties:**

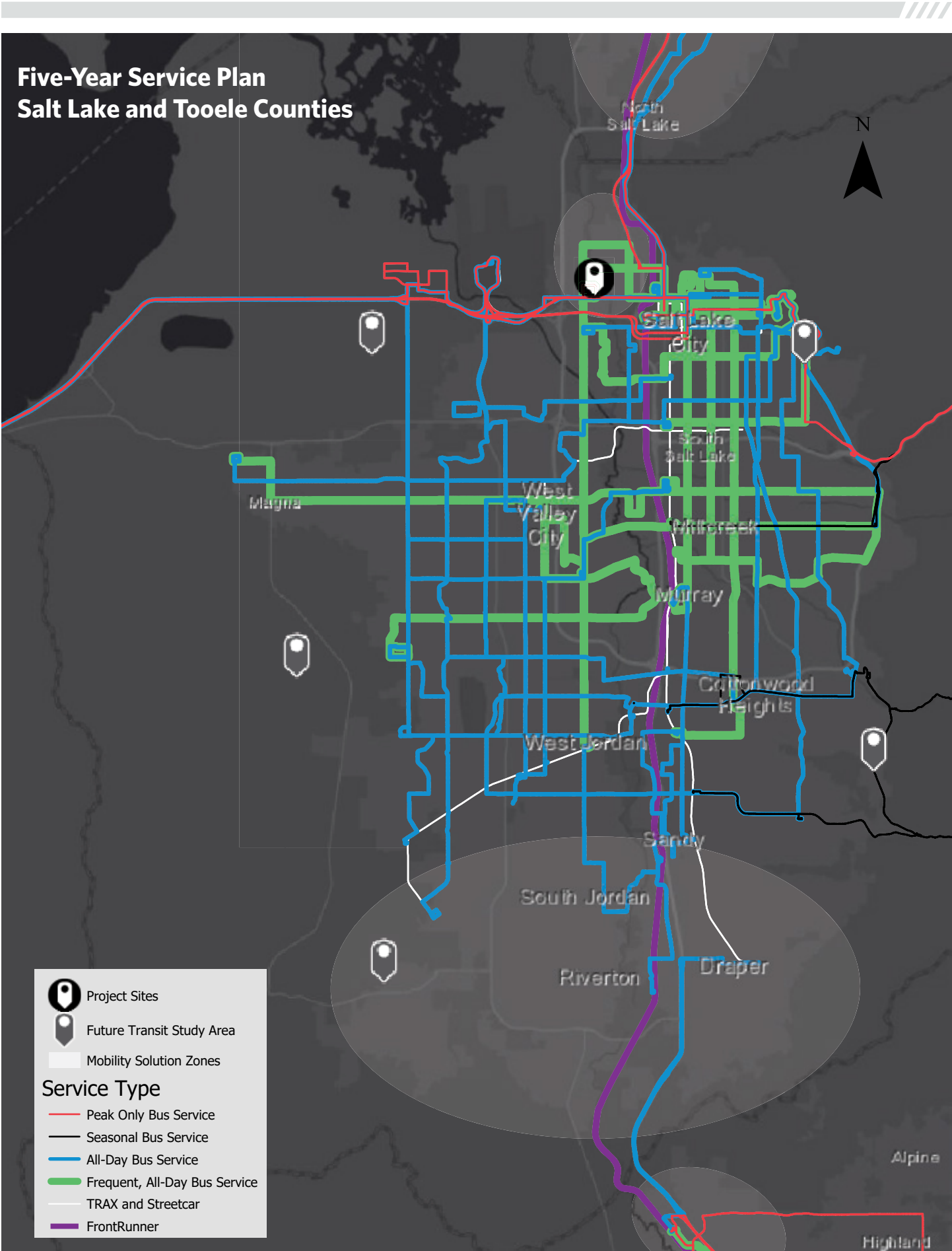
1. Improve frequency and hours of service on many routes
2. Implement a network of high-frequency Core Routes
3. Adjust local bus routes to prepare for future Midvalley Connector and 5600 West service
4. Improve connections between Tooele County and Salt Lake County
5. Improve connections to Rose Park and Glendale as part of the Salt Lake City Transit Master Plan
6. Improve connections from FrontRunner to the University of Utah and Research Park
7. Consider continued innovative mobility solutions like microtransit in Herriman, Riverton, South Jordan, Bluffdale, and Draper in South Salt Lake County
8. Consider innovative transit solutions to increase coverage in Tooele Valley
9. Construct a new transit hub on the west side of Salt Lake City
10. Improve all-day service on many routes
11. Improve service on the west side of Salt Lake County with new connections to the airport and inland port via 3600 West, 5600 West, and 3100 South

### Next Steps

UTA plans to initiate a robust dialogue with the community to ensure we are putting the right service in the right place. **Specific areas of focus for community engagement and additional analysis include all proposed innovative mobility zones, and the area of Southwest Salt Lake County, the West Bench, Research Park, the Cottonwood Canyons, and the Point of the Mountain.** This plan will be updated to reflect the outcomes of those analyses.

## Five-Year Service Plan Salt Lake and Tooele Counties







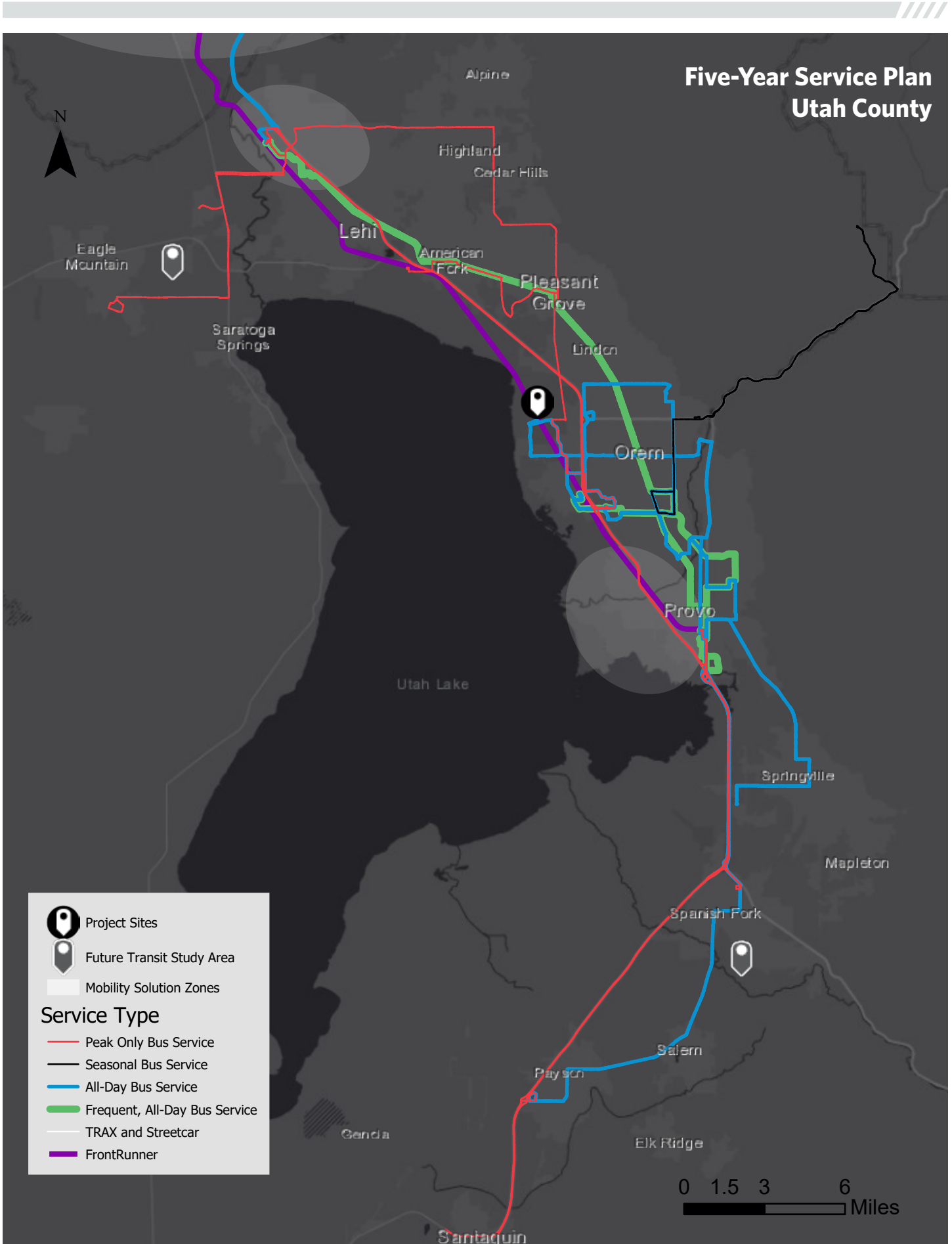
## Utah County

***The following potential changes are part of the Five-Year Service Plan vision for Utah County:***

1. Open Vineyard FrontRunner Station
2. Adjust local bus service to serve Vineyard FrontRunner Station
3. Improve all-day service and overall hours of service on many routes
4. Consider innovative mobility solutions in west Provo and Thanksgiving Point to add better coverage and replace routes with few riders

### Next Steps

UTA plans to initiate a robust dialogue with the community to ensure we are putting the right service in the right place. ***Specific areas of focus for community engagement and additional analysis include all proposed innovative mobility zones, the Eagle Mountain and Saratoga Springs area, Central Corridor, and South County.*** This plan will be updated to reflect the outcomes of those analyses.



# Transportation Equity

## Improving Access to Opportunity

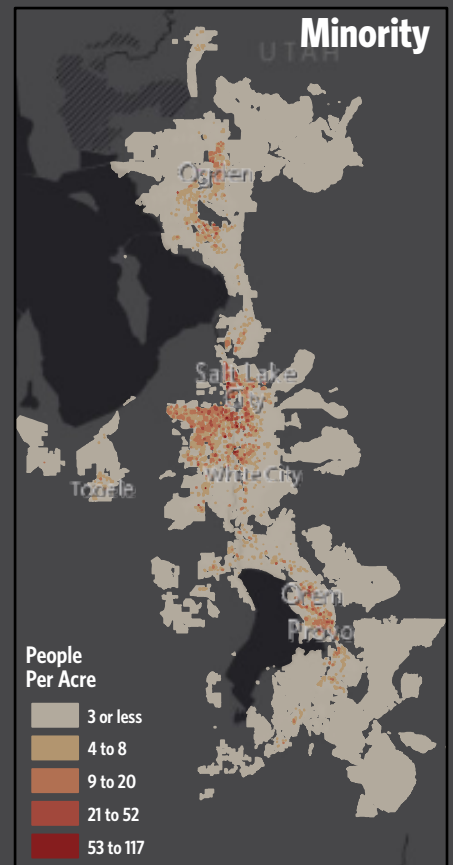
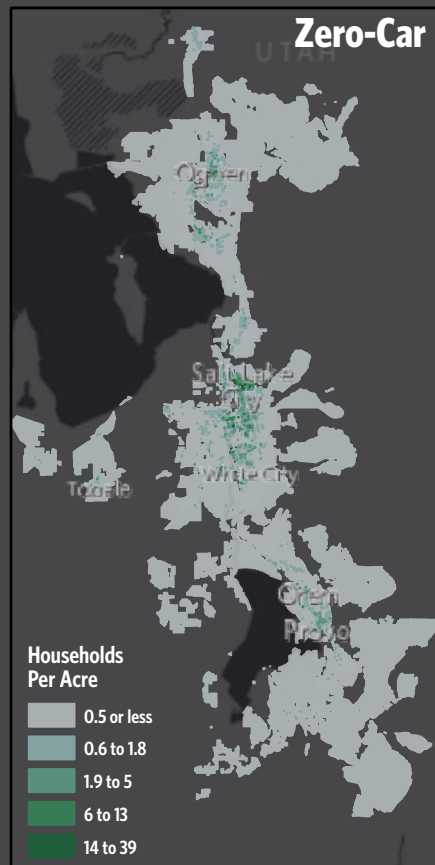
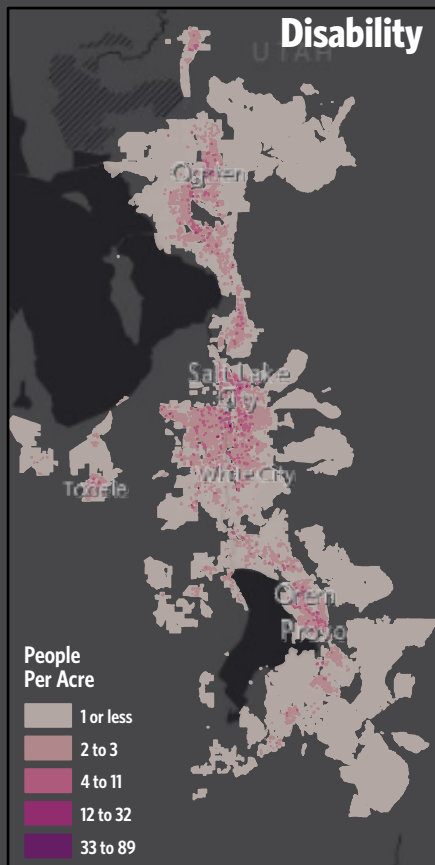
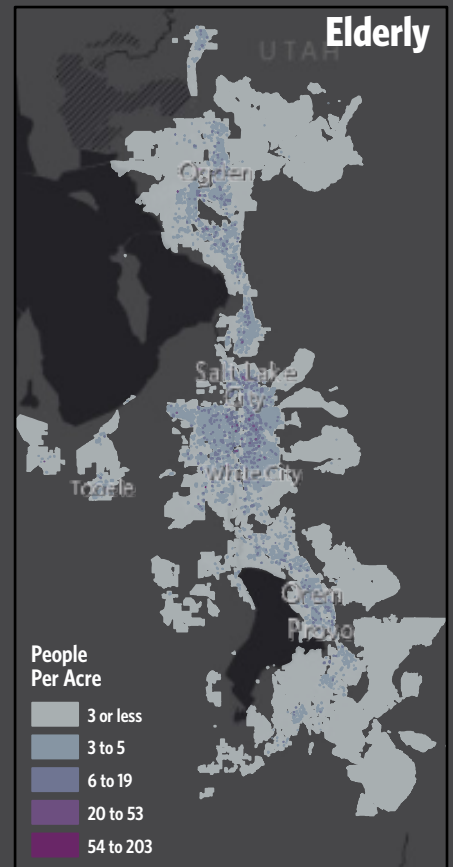
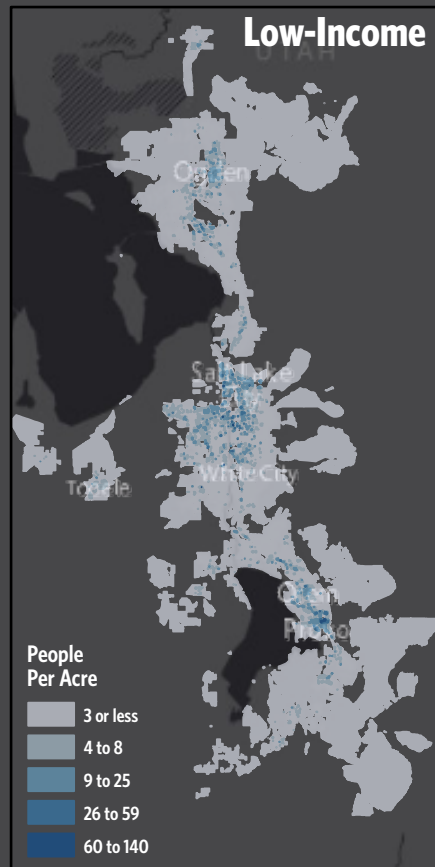
In creating a comprehensive path ahead, UTA seeks to provide transportation options that create benefits for all members of the community. Lack of access to transportation can restrict opportunities to connect to jobs and essential services such as schools, healthcare, and grocery stores. For people within certain demographic groups, including those experiencing poverty, the elderly, and individuals with limited mobility, barriers to transportation may be especially burdensome. Many of these same people have often been historically underrepresented in transportation planning and decision making.

Prior to the 2023 update to this plan, UTA will conduct a series of transportation equity gap analyses. We will also seek to better engage underrepresented communities to identify access issues within the transit system. Our goal is to work directly with the communities we serve to identify solutions that expand access to opportunity by improving people's ability to connect to UTA's transit network.



# Mapping Transportation Equity

These maps show some of the demographic characteristics that we use when considering equity in transportation planning overlaid on UTA's service area.

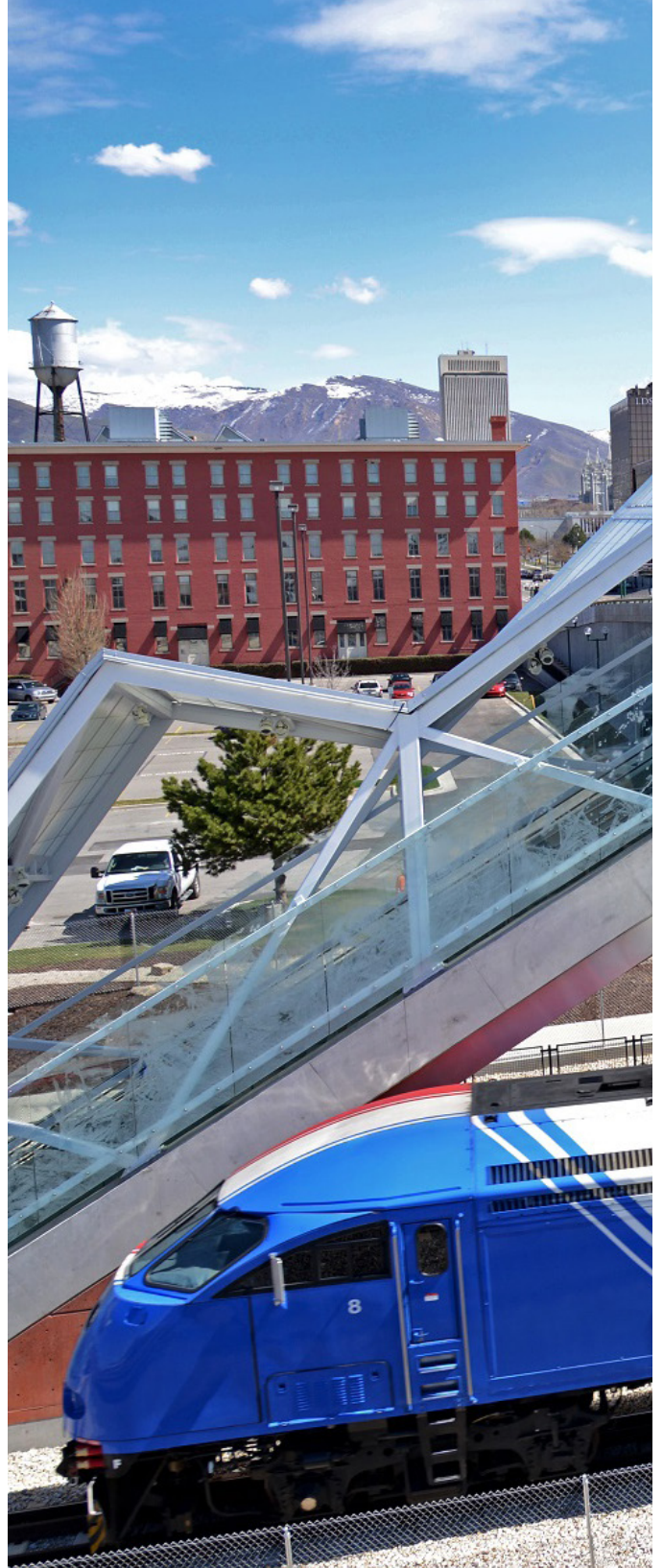


Source: 2014-2018 ACS. Additional details on data source and definitions available at [rideuta.com/serviceplan](http://rideuta.com/serviceplan)



# Vision

## Looking Beyond the Next Five Years





## Rail Service Improvements

UTA's extensive rail system serves as a backbone to the Wasatch Front's public transit network. Current resources limit expansion of service on rail lines, but UTA continues to plan for the future.

A study of UTA's light rail system, or TRAX, is underway in 2020 and 2021 to explore ways to improve travel time and increase capacity of the entire system. Some additional lines and extensions are being considered and evaluated to extend the existing TRAX light rail system to serve emerging markets and find operational efficiencies. The study will also determine what would be required to run additional service within the existing system.

We are also investigating ways to improve reliability, reduce travel time, and increase capacity on FrontRunner commuter rail service. Short term possibilities include additional peak hour trains or skip stop service. Most of these improvements would require additional double tracking in critical sections and more vehicles to provide extra trains. In the longer term, UTA hopes to build enough double track to avoid the cascading delay effects of a single track system and increase frequencies to meet demand. Eventually, UTA would consider the benefits and costs of electrifying the entire length of FrontRunner. This would improve air quality, reduce travel times, and improve operating efficiencies.





## Bus Service Improvements

New needs for bus service continually emerge as our region grows and travel patterns change. The recently completed Service Choices effort helped identify corresponding future improvements throughout the region. As resources become available, UTA will continue to work with local communities to identify additional enhancements to bus service.

UTA is also working to develop strategies to improve reliability and decrease travel times throughout the bus network.





## A Cleaner Fleet

UTA's Depot District Clean Fuels Tech Center is currently under construction. When completed, this new facility will allow for UTA to charge new electric buses and fuel even more compressed natural gas (CNG) vehicles. UTA is committed to being a proactive partner in improving Utah's air quality and will be diversifying its fleet over the next decade.




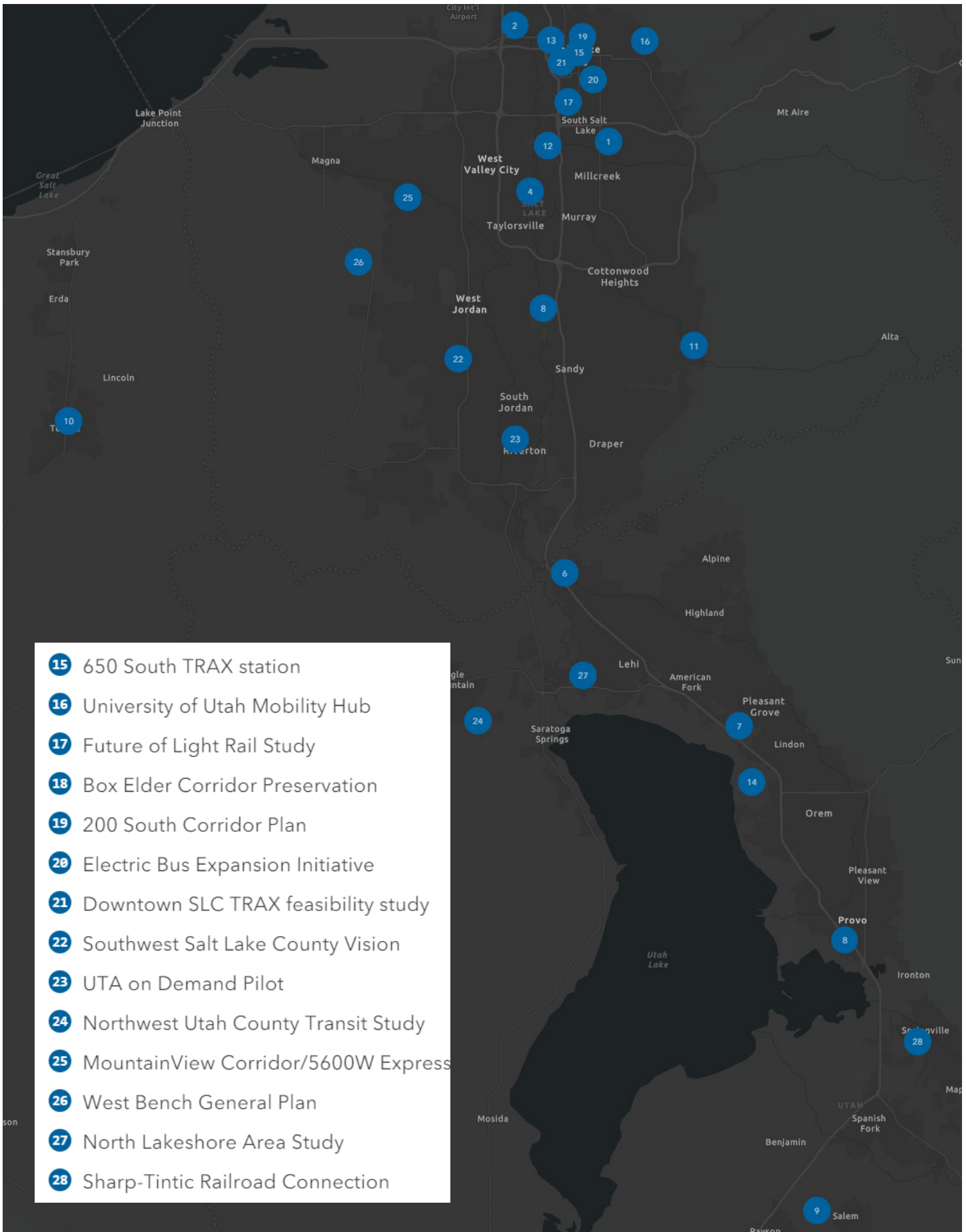


## Current Studies and Projects

UTA and its partners are currently conducting a number of regional studies and projects. As these initiatives go forward, they may require adjustments to our service plans. A map and list of projects and studies are provided. Additional details and links available at [rideuta.com/serviceplan](https://rideuta.com/serviceplan).

*Note: Map points are generalized and may not represent extent of study or project area.*

- 
- 1 Local Link
  - 2 North Temple Transit Hub
  - 3 Davis-SLC Community Connector
  - 4 Midvalley Connector
  - 5 Ogden/WSU BRT
  - 6 Point of the Mountain Transit Study
  - 7 Central Corridor Transit Study
  - 8 FrontRunner Implementation Strategy
  - 9 South Valley Transit Study
  - 10 Tooele Transit Feasibility Study
  - 11 Little Cottonwood Canyon EIS
  - 12 3300 Core Route
  - 13 Depot District Clean Fuel Tech Center
  - 14 Vineyard FrontRunner Station



# Engagement

## We Value Your Input



Specific areas of additional study and community engagement for this plan include:

- All innovative mobility zone
- South Davis County
- Salt Lake County's West Bench
- Research Park
- Cottonwood Canyons
- Point of the mountain
- Eagle Mountain/Saratoga Springs
- Utah County's Central Corridor
- South Utah County

The outcomes of these efforts will be used to inform the 2023 update to this Five-Year Service plan.

This Five-Year Service Plan is a conceptual path forward. It represents a vision for the future, not a prescriptive list of definitive changes. UTA is committed to creating service that works for the community. Our path toward implementing this plan includes robust community engagement around each of the plan's concepts.

In the coming months and years, UTA will be reaching out to the community to understand your priorities for public transit. We will use a variety of tools and approaches to engage local governments, transit riders, community leaders, and the general public. These opportunities will give the community a chance to shape service changes and improvements in their region. You can expect opportunities to provide input prior to each UTA Change Day and throughout the year. We'll continue to update this document with new information and progress. Stay tuned!

**To sign up for email updates on the Five-Year Service Plan, visit the following link:**  
[rideuta.com/About-UTA/Active-Projects/uta-five-year-service-plan-form](https://rideuta.com/About-UTA/Active-Projects/uta-five-year-service-plan-form)



**If you have feedback on UTA's Five-Year Service Plan now, let us know. Here are some ways to contact us:**

## **Call or Email Us**

General inquiries can be made Monday through Saturday from 6 a.m. to 9 p.m. and Sunday from 8:30 a.m. to 5 p.m. at (801) RIDE-UTA (801-743-3882) or at [rideuta@rideuta.com](mailto:rideuta@rideuta.com).

## **Customer Concerns and Feedback**

To provide customer feedback, or comments, you may submit an electronic comment, or call Customer Support and select the option for feedback: 801-743-3882.



## UTA Draft Five-Year Service Plan Stakeholder Engagement Report

Updated 01-29-21

### Introduction

UTA staff has been working over the past two years to develop a Five-Year Service Plan. This work began with the UTA Service Choices effort in 2019, through which we engaged over 3,500 members of the public on the topic of how UTA should prioritize bus service resources. In response to feedback, a draft Service Choices plan was created and ready to be released for public comment in March, at the same time the coronavirus pandemic and recession hit. The pandemic caused UTA to pause and re-evaluate the draft plan considering revised financial projections and changing travel and ridership patterns. UTA staff worked quickly to develop a revised Five-Year Service Plan that adapts to the current conditions in our agency and region. The revised plan presents high-level priorities for transit service; it does not present detailed routing or schedule information.

The draft Five-Year Service Plan was presented to the UTA Board of Trustees on November 11, 2020 and to the Local Advisory Council on November 18, 2020. The draft plan was made available for stakeholder review the following week. It was determined that stakeholder engagement would be the focus initially to understand local government and transportation stakeholder perspectives on transit priorities for their communities. Once the Five-Year Service Plan is finalized and approved, UTA staff will continue to engage with local stakeholders and riders to refine the concepts presented in the plan to ensure we meet the needs of the communities. Public engagement efforts to date have been focused on an inform level, or providing information to build awareness of the process and priorities. More robust and involved public engagement opportunities are planned following approval of the Five-Year Plan and as more detailed service planning is proposed.

Before implementation, every service change concept in this plan will be further analyzed and refined through UTA's regular Change Day process, which includes public engagement, civil rights Title VI analysis, and operational considerations. Both public and stakeholder input will be invaluable in moving the Five-Year Service Plan towards implementation.

### Engagement by the Numbers

Mode	Number
Email	4
Mail	0
Presentations	22
Customer Service – Phone	0
Website Views	1,462
Website - Stay in Touch Button	6
Website – Submit Comment Button	0

## Stakeholder Engagement Events

The draft plan will be presented at several ongoing meetings attended by local government stakeholders. The following table details which committees have already been or will be engaged in this process

Organization	Audience/Committee	Meeting Date/Time	Complete
Wasatch Front Regional Council (WFRC)	Regional Growth Committee*	1/21/21 – 9:45 am	x
Mountainland Association of Governments (MAG)	Technical Advisory Committee (TAC)*	TBD – 1:30 pm	
WFRC	SL/WVC Transportation Coordinating Committee TAC*	1/27/21 – 10:00 am	x
WFRC	Ogden/Layton Transportation Coordinating Committee TAC*	1/27/21 – 2:00 pm	x
MAG	Regional Planning Committee*	2/4/21 – 5:30 pm	x
WFRC	Active Transportation Committee	2/10/21 – 9:45 am	x
WFRC	Salt Lake City-West Valley City Area TAC for the Regional Growth Committee (PlanTAC)*	2/17/21 – 10:00 am	
WFRC	Ogden-Layton Area TAC for the Regional Growth Committee (O-L TAC)*	2/17/21 – 2:00 pm	
WFRC	Transportation Committee*	2/18/21 – 2:00 pm	
Tooele County	Tooele Rural Planning Organization (RPO)	3/8/21 - TBD	
Box Elder County	County Commission	2/3/21 - 5:00 pm	x
Weber County	Weber Area Councils of Governments (COG)	2/1/21 - 4:30 pm	x
Davis County	Davis COG	TBD	
Salt Lake County	Salt Lake COG	1/21/21 – 12:00 pm	x
Salt Lake County	Salt Lake County Committee of the Whole (COW)	2/9/21 – 1:30 pm	x
Tooele County	Tooele COG	1/21/21 – 6:00 pm	x
Utah County	Utah County COG	Same time as RPC	x
Utah County	County Commission	2/9/21 - TBD	x
Salt Lake City	Downtown Alliance	2/11/21 - 8:30 am	x
Draper	City Council	1/12/21 – 5:30 pm	x
Herriman	City Council	1/27/21 – 7:00 pm	x
Riverton	City Council	2/2/21 – 5:45 pm	x
Bluffdale	City Council	TBD	

\*Stakeholder groups also engaged during Service Choices in 2019.

## Stakeholder & Public Comment Review

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### Stakeholder Meetings:

The following comments were received during the stakeholder engagement events detailed above.

**1. 1/21/21. Councilmember, Salt Lake City.**

The Councilmember asked UTA to highlight the need for additional public transit and study in the areas of Research Park at the University of Utah, and the Cottonwood Canyons area. UTA staff have since added new flags to the plan maps to highlight these areas.

**2. 1/27/21. Commissioner, Box Elder County.**

The Commissioner asked about the status of a park and ride lot in Brigham City to serve those traveling from Logan. UTA staff responded to the specific question.

### Customer Service Comments:

The following comments were received by Customer Service. One comment refers explicitly to the Five-Year Service Plan. The other three comments are related to the Five-Year Service Plan in investigation and response to the customer. All comments have received responses.

**1. 12/5/20. Philip Sauvageau.**

I like the website that presents the five year service plan and there will probably be more formal review as time goes on. I see that it is possibly updating some of the routing on route 627. I have not ridden 627 through the Kaysville part of the route (I mostly ride it around WSU-Davis / Layton Hills) so I don't know the ridership but there may be opportunities by routing it to Rosewood Lane near the Layton Temple site and apartments and then to Gentile towards Layton Station. With proposed higher frequency on Main/State street serving the DATC, there may be less need for 627 to serve it as well.

**2. 9/8/20. William Carlson. (General Service Comment)**

For several years I have inquired about a stop near 1510N and Mountain Road in N Ogden.. But receive no communication. It is needed for the area youths and senior citizens plus a local auto shop that services approx 25 vehicles daily.

**3. 9/2/20. Andrew Fullmer.**

I'm trying to find the correct individuals that could actually make this request take place. I live in south west Springville and I am blind so I rely on the local transit to get me to work or really anywhere I'm going. Route 821 turns south on Springville main st, and there is not another stop until 1796 S state highway 51. Why doesn't UTA have this route run west on 400 S to 1750 W then turn south down 1750 W then turn and travel East on 1600 S? There could be a lot of underage kids that aren't able to drive that could connect with the Springville Rec Center and friends. This area is very busy with shopping centers, eating establishments and homes. If route 821 would make this adjustment they wouldn't lose anything and it would help myself and

countless others gain access to travel around the county and connecting with Frontrunner. I have been making this request for quite a few years and am hoping someone can actually see how this would benefit everyone. If you need any help making this happen please contact me. Thank you for your time and understanding.

#### **4. 8/25/20. George Chapman. (Board Comment)**

I urge the Board of Trustees to not provide funds for the Bus Garage. UTA should not be building one giant bus garage when other parts of the County desperately need more UTA transit service and the bus garages for Sandy and West Jordan /Herriman should be built first. Running deadhead buses morning and night are not an efficient use of buses. UTA arguments that the big bus garage is needed for efficiency is not logical (UTA says fueling at the new bus garage makes more sense than driving across the street from the old bus garage). Future WFRC plans call for the bus garages in outlying areas so the big bus garage is not considering efficiency. Running empty buses morning and night is not defensible. The contract for the bus garage (and the plan for capital projects with the \$25 million per year for it) is not efficient. Neither is the \$35-44 subsidy per VIA rider. The public private partnership is not financially sustainable. Note that UTA does not have a good track record of successfully operating BRTs (the 35MAX was never successful at 3000 riders a day). The South Davis Connector and the Mid Valley BRT do not service anything like the UVX with 2 universities. UTA should provide an appropriate analysis to justify those projects. An audit should be expected.

## **Web & Media Presence**

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### **News Media Coverage:**

Information regarding the Draft Five-Year Service Plan and engagement opportunities was shared in the news media. At least 4 sources covered the story.

#### **UTA Unveils Five-Year Service Plan**

<https://www.sltrib.com/news/politics/2020/11/12/uta-unveils-year-service/>

#### **UTA Homing in on Near-Term Transit Service Improvements for Northern Utah**

[https://www.standard.net/news/transportation/uta-homing-in-on-near-term-transit-service-improvements-for-northern-utah/article\\_fd2649eb-63aa-5db2-966b-2865f65901c5.html](https://www.standard.net/news/transportation/uta-homing-in-on-near-term-transit-service-improvements-for-northern-utah/article_fd2649eb-63aa-5db2-966b-2865f65901c5.html)

#### **UTA to Unveil its Five-Year Mass Transit Plan**

<https://www.deseret.com/utah/2020/11/1/21427386/salt-lake-city-bus-transit-uta-to-unveil-its-five-year-mass-transit-plan-commuter-service-rail>

#### **UTA Unveils Five-Year Service Plan**

<https://www.newsbreak.com/utah/salt-lake-city/news/2101133626408/uta-unveils-5-year-service-plan-envisioning-a-core-route-network-with-service-every-15-minutes>



**Website Visitation:**

Detailed information was shared via UTA’s website, as well as a GIS Story Map page. A carousel on the main page directed the public to detailed information on the proposed changes at [www.rideuta.com/serviceplan](http://www.rideuta.com/serviceplan). A button was added to the webpage allowing comments to be submitted directly from the plan site. Additionally, a “stay in touch” button was included to collect contact information from interested stakeholders interested in following the plan’s development process.

A total of 1,462 views were logged to the Draft Plan website from November 17, 2020 through January 31, 2021. We anticipate the number of views will continue to increase as more presentations are made.



## 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  
David Hancock, Director Engineering and Maintenance

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b>	<b>On-Call Systems Maintenance (Rocky Mountain Systems Services)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract</b>
<b>RECOMMENDATION:</b>	Approve contract and authorize Executive Director to execute contract and associated disbursements with Rocky Mountain Systems Services for on-call systems maintenance in the amount of \$15,000,000.
<b>BACKGROUND:</b>	<p>In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format.</p> <p>This is UTA's first procurement effort for this type of contract specific to Systems Engineering and MOW support. Considering the amount of systems maintenance work, system upgrades, and emergency responses required annually, UTA has found it advantageous to execute smaller projects under an on-call maintenance contract.</p>
<b>DISCUSSION:</b>	<p>UTA staff is requesting approval of contract with Rocky Mountain Systems Services to provide on-call maintenance for UTA's systems engineering and maintenance of way in the amount of \$15,000,000. This is a three year contract with two one-year options.</p> <p>Typical task orders under this contract will include:</p> <ul style="list-style-type: none"><li>• Train Control System upgrades, repairs, analysis, and training</li><li>• Stray Current monitoring and analysis</li><li>• OCS/TPSS repair, maintenance, and training</li><li>• Traffic Signal inspections, connections, repairs and coordination</li></ul> <p>UTA anticipates spending approximately \$3,000,000 per year during the contract period, bringing the total five-year contact amount to \$15,000,000.</p>
<b>CONTRACT SUMMARY:</b>	Contractor Name: Rocky Mountain Systems Services

	Contract Number: 20-03382VM	Existing Contract Value: \$0
	Base Contract Effective Dates: February 1, 2021 through Dec 31, 2023	Extended Contract Dates: 2 option years: January 1, 2024- December 31, 2025
	Amendment Amount: \$0	New/Total Amount Contract Value: \$15,000,000
	Procurement Method: RFP	Funding Sources: SGR and Capital Projects Budget
<b>ALTERNATIVES:</b>	The alternative would be advertisement, contractor selection, negotiations, and individual contracts for each potential task order.	
<b>FISCAL IMPACT:</b>	This budget is included in the 2021 Capital Program. It also will contain funding through the anticipated 2022-2025 Capital budget for those respective years.	
<b>ATTACHMENTS:</b>	1) Contract	

## **TASK ORDERING AGREEMENT**

### **20-03382VW Systems On-Call Professional Services, Design, Construction, Maintenance, and Repair Contractor**

**February 4, 2021**

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Rocky Mountain Systems Services, a joint venture of Modern Railway Systems (MRS) And MJG, Inc (MJG)("Contractor").

#### **RECITALS**

- A. UTA desires to award a task ordering contract for professional services, design, construction, maintenance and repair of UTA transit systems per the Statement of Services contained at Exhibit A.
- B. On November 4, 2020, UTA issued Request for Proposal Package Number 20-03382VW encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

#### **AGREEMENT**

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

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

- a. Contractor shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.

- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. TASK ORDER ISSUANCE**

- a. The Contractor's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. Each discrete maintenance item is referred to as a "Task." UTA and the Contractor will negotiate scope, schedule, and lump sum price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum price for each Task shall be developed in accordance with Section 8 of this Contract and Exhibit B. Upon the execution of a task order, the Contractor shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that task order. There may be a limited number of tasks that are negotiated between UTA and the contractor as Time and Material if the UTA determines that a fixed price lump pricing is not suitable. Even when a T&M contract type is utilized, federal procurement rules require inclusion of a ceiling price.
- c. If UTA and the Contractor are unable to agree on the price, scope, or other terms of a task order, UTA shall retain the right to remove the Task from the scope of the on-call Contractor and procure the item outside this Contract.

## **3. REVENUE OPERATIONS**

For some Tasks, UTA may designate a Revenue Operations Date, which is the date the affected facility must be fully operational and available for use by UTA's patrons. Where applicable, Tasks shall be ready for revenue operations by the Revenue Operations Date specified in the applicable task order.

## **4. MANAGEMENT OF WORK**

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

## **5. PROGRESS OF WORK**

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

## **6. FINAL ACCEPTANCE OF TASKS**

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable task order. When, in the opinion of UTA's PM, the Contractor has fully performed the work under a task order, UTA's PM will notify the Contractor of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Contractor knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

## **7. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than **December 31, 2025**. (This contract contains two additional option years which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Contractor and UTA mutually agree

to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

## **8. COMPENSATION**

### **a. Compensation for Task Management Services**

1. UTA agrees to pay Contractor for services rendered hereunder in accordance with the applicable hourly rates for Contractor's Managers as set forth in Exhibit B.
2. Payment will be based on actual hours expended (except that no more than 8 hours per day will be charged regardless of the hours worked on that day, nor more than 40 hours per week will be charged, regardless of the hours worked that week), plus appropriate and authorized direct expenses.

### **b. Compensation for Task Performance**

1. Unless otherwise agreed in a task order, payment for the completion of Tasks will be in the form of a lump sum price negotiated between UTA and the Contractor and set forth in an executed task order. The lump sum price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit B. The lump sum price will be paid to the Contractor for satisfactory completion of all work identified in the applicable task order. Except as amended by UTA-issued change orders, the amount to be paid to the Contractor for all costs necessary to complete the work, whether stated or reasonably implied in the task order or other contract documents, will not exceed the lump sum price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs. There may be a limited number of tasks that are negotiated between UTA and the contractor as Time and Material if the UTA determines that a fixed price lump pricing is not suitable. Even when a T&M contract type is utilized, federal procurement rules require inclusion of a ceiling price.
2. The lump sum price for Tasks must not include any compensation for task management services, which are fully compensated through the hourly fees set forth above.

## **9. INCORPORATED DOCUMENTS**

- a. The terms and conditions of this Task Ordering Agreement. The following documents hereinafter listed in chronological order, re hereby incorporated into the Contract by reference and made a part hereof:
  1. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (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 Construction Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached.

## **10. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all terms and conditions and attachments
- Addendum 1 Supplemental Terms and Conditions for Construction Services
- 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.

## **11. TERMINATION**

UTA's termination rights under Article 9 of the Supplemental Terms and Conditions for Construction Services contained at Addendum 1 to this TOA shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Contractor shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Contractor shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task. Other rights and obligations associated with the termination are as described under Article 9 of Addendum 1.

## **12. INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Contractor under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

## **13. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual



property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and Contractors.

#### **14. USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

#### **15. KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

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

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

#### **17. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.

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

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

## **18. 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.

## **19. 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.

## **20. 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)

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority

project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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.

## **21. 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.

**22. INDEPENDENT CONTRACTOR**

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

**23. PROHIBITED INTEREST**

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

**24. CLAIMS/DISPUTE RESOLUTION**

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

<b>Level of Authority</b>	<b>Time Limit</b>
[FIRST LEVEL] UTA's Project Manager, Jared Scarbrough/Contractor's Project Manager Anthony Ortolani	Five calendar days
[SECOND LEVEL] UTA's Chief Operating Officer, Eddy Cumins/Contractor's Todd Provost	Five calendar days
[THIRD LEVEL] UTA's Executive Director, Carolyn Gonot /Contractor's Paul Rieger	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.

**25. GOVERNING LAW**

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

**26. ASSIGNMENT OF CONTRACT**

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

**27. NONWAIVER**

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

**28. NOTICES OR DEMANDS**

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

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

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

If to Contractor:  
Rocky Mountain Systems Services  
Attn: Ben Martinez  
8201 Southpark Lane  
Littleton, CO 80210

- 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.

## **29. CONTRACT ADMINISTRATOR**

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

## **30. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES**

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a sub-Contractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

## **31. 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

## **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.

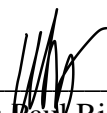
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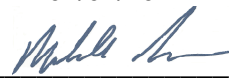
By \_\_\_\_\_  
David Hancock  
Director of Asset Management  
Date:

By \_\_\_\_\_  
Eddy Cumins  
Chief Operation Officer  
Date:

By \_\_\_\_\_  
Carolyn Gonot  
Executive Director  
Date:

**CONTRACTOR:**

By:   
Name: Paul Rieger  
Title: President  
Date: 02/07/2021

By:   
Name: Marshall Wilson  
Title: Vice President  
Date:

Fed ID# 61-1690839

Approved as to Content and Form

*Michael L Bell*

Date Feb. 9, 2021

Mike Bell, AAG State of Utah  
And UTA Legal Counsel

\_\_\_\_\_ Date \_\_\_\_\_

Reviewed & Recommended  
Jared Scarbrough, Manager, Systems Engineering  
UTA Project Manager

UTA Project Code 20-03382VW

## **Addendum 1- Supplemental Terms and Conditions for Construction**

### **ARTICLE 1**

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

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

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

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

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

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

Contractor, if any.

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

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

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

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

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

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

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

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

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

“General Conditions” means this document.

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

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

“Project” means the construction project described in the Agreement.

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

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

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

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

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

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all

applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

## **ARTICLE 2** **Contractor's Services**

### **2.1 General Services.**

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

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

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

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

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

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in

accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

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

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

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

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

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

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

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

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

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

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

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

## 2.4 **Construction Services.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

conforming Work.

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

## **2.6 Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

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

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

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

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

## **ARTICLE 3**



## **Site Conditions**

### **3.1 Hazardous Materials.**

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

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

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

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

### **3.2 Differing Site Conditions.**

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

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

## **ARTICLE 4** **Payment**

#### **4.1 Application for Payment.**

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

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

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

#### **4.2 Sales Tax Exemption**

4.2.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

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

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

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

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

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

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

4.4.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such

parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

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

#### **4.5 Substantial Completion.**

4.5.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

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

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

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

#### **4.6 Final Payment.**

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

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

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

4.6.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

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

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

## **ARTICLE 5** **Indemnification and Loss**

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

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

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

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

5.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA

from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

### **5.3 Contractor's General Indemnification.**

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

5.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

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

## **ARTICLE 6** **Time**

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

6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as

provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

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

## **ARTICLE 7** **Changes**

### **7.1 Change Orders.**

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

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

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

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

### **7.3 Constructive Changes.**

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

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

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



Notice and the supporting information and documentation.

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

#### **7.4 Direction or Authorization to Proceed.**

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

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

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

#### **7.6 Contract Price Adjustments.**

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

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

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

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

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

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

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

7.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

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

## **ARTICLE 8** **Claims and Claim Resolution**

### **8.1 Claims.**

8.1.1 “Claim” means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

### **8.2 Claim Resolution.**

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

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

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation

process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the “Mediator”). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

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

## **ARTICLE 9** **Suspension and Termination**

### **9.1 UTA’s Right to Stop Work.**

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

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

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

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

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

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

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

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

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

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

9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

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

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess

shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

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

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

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

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

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

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

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

### **ARTICLE 10** **Value Engineering**

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

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

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

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

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

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

10.1.3.6 Costs of development and implementation; and

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

## 10.2 **Review and Approval of VECPs**

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

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

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

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



**ARTICLE 11**  
**Health Insurance**

**11.1 Insurance Coverage for Employees.**

11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

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

**ARTICLE 12**  
**Miscellaneous**

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

12.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

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

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

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

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

12.7 **Attorneys Fees and Costs.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses,

including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

12.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

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

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

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

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

## Exhibit A – Scope of Work

Scope of work shall be supplied and submitted by UTA’s project managers with each Task Order.

## Exhibit B – Pricing

The tasks and associated pricing shown in paragraph B below (Unit Pricing for Typical Tasks) will be used, to the extent applicable, in establishing fair and reasonable pricing for the tasks which are issued under this contract.

### A. Pre-Construction and Construction Management Fees:

List in the table below the fully loaded hourly rate for the proposed PM, PE, and FE for each year of the Contract. In lieu of proposing a defined rate for later years, Proposers may propose a method or process for determining the rate for later years (e.g., an escalation factor or index).

	<b>Contract Year One</b>	<b>Contract Year Two</b>	<b>Contract Year Three</b>	<b>Option Year One</b>	<b>Option Year Two</b>
<b>Systems Project Manager (PM)</b>	\$ 144.90	\$ 149.25	\$ 153.73	\$ 158.34	\$ 163.09
<b>Project Engineer (PE)</b>	\$ 124.95	\$ 128.70	\$ 132.56	\$ 136.54	\$ 140.64
<b>Field Systems Engineer (FE)</b>	\$ 105.00	\$ 108.15	\$ 111.39	\$ 114.74	\$ 118.18

Payment will be based on actual hours expended (except that no more than 8 hours per day will be charged regardless of the hours worked on that day, nor more than 40 hours per week will be charged, regardless of the hours worked that week), plus appropriate and authorized direct expenses. UTA anticipates needing the PM, PE, and FE on a full-time basis, but that is not guaranteed.

B. Unit Pricing for Typical Tasks:

	<u>Unit</u>
<u>Item 1: Switch Heater Replacement</u>	
Includes complete removal and replacement of one gas-powered switch heater as shown on the drawings in Appendix V of this RFP, including associated duct work, blowers, and switch heater controllers. Include all project costs associated with this task including project controls, engineering, safety, quality, and administrative costs.	\$ 27,509 /EA
<u>Item 2: Garfield Spur Monthly Inspections</u>	
The Contractor shall provide a price to conduct required inspections and tests on ten (10) grade crossings located on the Garfield and Bacchus rail lines as set forth in articles 234 and 236 of the federal railroad administration (FRA) rules and regulations.	\$ 1,808 /MO

<u>Item 3: OCS Pole Replacement</u>	
Include cost to remove an OCS Pole, demolish OCS foundation to surface level, and install one (1) new OCS pole and foundation as shown on drawings in Appendix V of this RFP.	\$ 21,575 / OCS Pole
<u>Item 4: OCS Wire Run Replacement</u>	
Remove and replace OCS contact wire as shown on the drawings in Appendix V of this RFP. Provide a price per linear foot to complete this task.	\$ 56.53 /LF
<u>Item 5: Replace existing AC vane relay track circuit with an audio frequency overlay track circuit</u>	
Replace existing AC vane relay track circuit with an audio frequency overlay track circuit at one track circuit as shown on the drawings in Appendix V. This task should include all design, programming (if any), installation and testing required to change this track circuit from an AC vane relay circuit to an audio frequency overlay track circuit. Material Costs and material markup costs shall be excluded from this cost.	\$ 13,892 /LS
<u>Item 6: Setup and Test all overlay track circuits at one grade crossing (2-track crossing)</u>	
Following the manufactures procedures, setup and test all overlay track circuits at the grade crossing as shown on the drawings in Appendix V of this RFP. This includes the approach, island, reverse approach (exit) circuits for both tracks at the grade crossing (Double-Track Grade Crossing).	\$ 3,441 /Xing
<u>Item 7: Vital Logic Timer Modification</u>	
Provide a cost to change the limits of a field adjustable timer (min., max., and default). This cost should include programming, checking, installing, and testing the vital change. Assume all hardware is already capable of handling a field adjustable timer. See sample modification in Appendix V.	\$ 13,744/ Location

C. Fixed Construction Fee: 12.5%

Please refer to the technical proposal for clarifications on inclusions and exclusions from the above rates and unit prices.

## **Exhibit C – Office Co-Location Expectation**

### **Office Co-Location Expectations**

- 1 UTA will provide the following items to help facilitate the office co-location arrangement:
  - 1.1 Cubicle space for the Project Manager, Project Engineer and Field Engineer.
  - 1.2 A desk for Project Manager, Project Engineer and Field Engineer.
  - 1.3 An internet connection for all three.
  - 1.4 A storage room for minor equipment and supplies
  - 1.5 Constructor badge with 24/7 access to Jordan River Rail Service Center, and/or other facilities as tasks may necessitate and as agreed upon by UTA Project Manager.
  
- 2 Rocky Mountain Service Systems will provide the following to help facilitate the office co-location arrangement
  - 2.1 Own computers and computer maintenance
  - 2.2 Own printer
    - 2.2.1 Any supplies needed for the printer
    - 2.2.2 Printer maintenance
  - 2.3 Any wireless routers or other computer hardware deemed necessary.

**Exhibit D – Forms**  
**Declaration & Federal Forms**

**PROPOSAL FORMS AND DECLARATIONS**

**TO:** Procurement and Contracts Specialist  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

Having examined all the documents, general conditions and instructions, and work scope entitled 20-03382VW, dated 12/23, 2020 the undersigned requests consideration to furnish the services required by said documents exclusive of all Federal excise taxes, local sales and use taxes for the sum as mutually agreed to in the final contract documents.

**A. ADDENDA**

The undersigned bidder/proposer acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid/proposal to be rejected as non-responsive.

**B. Disclosure of Organizational Conflicts of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Proposer is unable, or potentially unable, to render impartial assistance or advice to UTA; a Proposer's objectivity in performing the work identified in this RFP is or might be otherwise impaired; or a Proposer has an unfair competitive advantage. If a Proposer believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Proposal, and describe the measures taken by the Proposer to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Proposer, or may be mitigated by taking further measures. By signing the Declaration contained below, Proposer certifies that it is unaware, to the best of its knowledge and belief, of any organizational conflict of interest.

**C. No Collusion**

By submitting a Proposal, the Proposer represents and warrants that its Proposal is genuine and not a sham, and that the Proposer has not colluded with any other parties regarding this procurement process. If UTA learns that the Proposal is not genuine, or that the Proposer did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law

**D. E-VERIFY**

Each Proposer and each person signing on behalf of any Proposer certifies as to its own entity, under penalty of perjury, that the named Proposer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.



Signing the Proposal is deemed the Proposer's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Utah Code Ann. § 63G-12-302.

The successful Proposer shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

UTA will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Furthermore, non-compliance with this section is a material breach of the Contract.

**E. SUBCONTRACTOR CAPABILITY**

The undersigned bidder/proposer certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

**F. UTAH ANTIDISCRIMINATION ACT:**

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.

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.

**BID OR PROPOSAL DECLARATION:** The Offeror and its agents and representatives whose signature is affixed below certifies, to the best of its knowledge and belief, that it is in full faith and compliance with the declarations and certifications contained in this Part 5 of this RFP or IFB,

Dated at Littleton, CO, this 23 day of December, 2020.

Signature of Bidder/Proposer:

**If an individual:**

doing business as \_\_\_\_\_.

By \_\_\_\_\_

**If a partnership:**

By  \_\_\_\_\_, General Partner  
Authorized Representative

**If a corporation:**

a \_\_\_\_\_ corporation,

By \_\_\_\_\_, President

Attest: \_\_\_\_\_

Secretary

Address 8201 Southpark Lane, Suite 100, Littleton, CO 80120

Rocky Mountain Systems Services  
Company

Littleton, CO 80120  
City, State, Zip Code (or Province and Country)

(720) 542-3325  
Area Code and Telephone Number of Bidder/Proposer



# REQUEST FOR PROPOSALS

## Forms

### Attachment 1

#### FEDERAL CLAUSES FOR CONSTRUCTION CONTRACTS

##### **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

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

##### **ACCESS TO RECORDS AND REPORTS**

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

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

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

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

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

Unless a different requirement is set forth in the Contract, Contractor shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by Contractor and shall remain in full force

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

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

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

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

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

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

**CHANGES TO FEDERAL REQUIREMENTS**

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

**CIVIL RIGHTS REQUIREMENTS**

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

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

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

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

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

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

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

(3) **Withholding for Unpaid Wages and Liquidated Damages** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any subcontractor under the Contract or any other federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or any subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in

each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in



conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under the Contract or any other federal contract for which Contractor is the prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

(iii) Contractor and any subcontractor shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

#### **DISADVANTAGED BUSINESS ENTERPRISES**

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

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress

payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

**DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation will be determined per the Task orders that utilize federal funds by UTA’s Civil Rights Compliance Officer. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror’s good faith efforts include, but are not limited to, the following: (i) **Contractor’s attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities;** (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor’s conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor’s efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

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

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

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

(6) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor’s response to the Contract solicitation) without UTA’s prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before

transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

## **ENERGY CONSERVATION**

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

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

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

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

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

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

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

## **INCORPORATION OF FTA TERMS**

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

perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

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

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

**RECYCLED PRODUCTS**

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

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

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

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

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

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

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

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

**TERMINATION**

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

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

Company: Rocky Mountain Systems Services

By: 

Name: Ben Martinez

Title: Authorized Representative

Date: December 23, 2020





# REQUEST FOR PROPOSALS

## Forms

### Attachment 1

#### FEDERAL CLAUSES FOR CONSTRUCTION CONTRACTS

##### **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

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

##### **ACCESS TO RECORDS AND REPORTS**

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

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

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

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

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

Unless a different requirement is set forth in the Contract, Contractor shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by Contractor and shall remain in full force

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

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

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

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

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

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

**CHANGES TO FEDERAL REQUIREMENTS**

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

**CIVIL RIGHTS REQUIREMENTS**

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

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

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

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

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

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

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

(3) **Withholding for Unpaid Wages and Liquidated Damages** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any subcontractor under the Contract or any other federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or any subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in

each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in

conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under the Contract or any other federal contract for which Contractor is the prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

(iii) Contractor and any subcontractor shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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



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

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

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

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

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

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

#### **DISADVANTAGED BUSINESS ENTERPRISES**

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

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress

payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

**DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation will be determined per the Task orders that utilize federal funds by UTA’s Civil Rights Compliance Officer. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror’s good faith efforts include, but are not limited to, the following: (i) **Contractor’s attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities;** (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor’s conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor’s efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

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

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

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

(6) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor’s response to the Contract solicitation) without UTA’s prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before

transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

## **ENERGY CONSERVATION**

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

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

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

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

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

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

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

## **INCORPORATION OF FTA TERMS**

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

perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

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

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

**RECYCLED PRODUCTS**

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

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

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

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

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

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

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

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

**TERMINATION**

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

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

Company: Modern Railway Systems

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

Name: Ben Martinez

Title: Director of Business Development

Date: December 23, 2020



# REQUEST FOR PROPOSALS

## Forms

### Attachment 1

#### FEDERAL CLAUSES FOR CONSTRUCTION CONTRACTS

##### **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

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

##### **ACCESS TO RECORDS AND REPORTS**

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

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

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

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

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

Unless a different requirement is set forth in the Contract, Contractor shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by Contractor and shall remain in full force

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

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

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

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

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

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

**CHANGES TO FEDERAL REQUIREMENTS**

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

**CIVIL RIGHTS REQUIREMENTS**

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

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

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

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



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

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

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

(3) **Withholding for Unpaid Wages and Liquidated Damages** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any subcontractor under the Contract or any other federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or any subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in

each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in

conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under the Contract or any other federal contract for which Contractor is the prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

(iii) Contractor and any subcontractor shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

#### **DISADVANTAGED BUSINESS ENTERPRISES**

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

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress

payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

**DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation will be determined per the Task orders that utilize federal funds by UTA’s Civil Rights Compliance Officer. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror’s good faith efforts include, but are not limited to, the following: (i) **Contractor’s attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities;** (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor’s conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor’s efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

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

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

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

(6) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor’s response to the Contract solicitation) without UTA’s prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before

transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

## **ENERGY CONSERVATION**

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

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

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

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

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

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

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

## **INCORPORATION OF FTA TERMS**

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



perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

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

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

**RECYCLED PRODUCTS**

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

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

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

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

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

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

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

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

**TERMINATION**

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

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

Company: MJG INC

By: Marshall Wilson

Name: 

Title: Vice President

Date: December 23, 2020

**2.0 ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT**

The undersigned states on behalf of the Bidder / Proposer Rocky Mountain Systems Services .

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 Ben Martinez

Title Authorized Representative

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: Rocky Mountain Systems Services

8201 Southpark Lane, Suite 100  
Address: Littleton, CO 80120

Signed:  \_\_\_\_\_

Title: Authorized Representative

Phone Number: (720) 542-3325

**Not Applicable - Winning Proposer to complete**

**3.0 ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM**

*The Winning Proposer will be required to fill out this form for every Task Order assigned a DBE Goal*

**DBE PROJECT GOAL:** Race Neutral

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.



**Bidder / Proposer will meet or exceed the DBE goal for this contract.** If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of \_\_\_\_\_ percent (\_\_\_\_\_% ) of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

<u>DBE Name &amp; 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: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Not Applicable - Winning Proposer to complete**

**4.0 ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM**

*The Winning Proposer will be required to fill out this form for every Task Order assigned a DBE Goal*

(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.**





\_\_\_\_\_

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**6.0 ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN**

**A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.**

Prepared By: \_\_\_\_\_

(Print name & title)

Solicitation No. \_\_\_\_\_

Name of Project \_\_\_\_\_

Location of Workforce \_\_\_\_\_

Prime Contractor \_\_\_\_\_

In keeping with UTA policy of nondiscrimination in employment practices, the \_\_\_\_\_ (Name of Company) has set as a project goal for the utilization of minorities, which is \_\_\_\_\_ %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The \_\_\_\_\_ (Company name), by its \_\_\_\_\_ (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

**B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)**

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

  
\_\_\_\_\_  
Authorized Representative  
Signature and Title of Company Official (Contractor)

As a wholly-owned and operating subsidiary of Stacy and Witbeck Inc. (SWI), MRS employees are subject to the terms and conditions of the SWI Employee Handbook. For the purposes of this project, the EEO Policy contained therein shall apply to RMSS. Joint venture partners MRS and MJG employ more than 50 people and a contract sum of more than \$50,000 is contemplated. Therefore, the SWI Employee Handbook EEO Policy is attached.

## Equal Employment Opportunity Policy and Affirmative Action Program

It is the policy of Stacy and Witbeck, Inc. (the “Company”) to provide Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity and Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company are based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, sex/gender (including gender identify, pregnancy, childbirth and related medical conditions), marital status, age, religion, veteran status, registered domestic partner status, national origin, genetic characteristics, sexual orientation, mental and physical disability, medical condition, ancestry, or any other consideration made unlawful by federal, state or local laws. This policy applies to every aspect of employment, including but not limited to: hiring, advancement, transfer, demotion, lay-off or returns from layoff, termination, compensation, benefits, training or selection for training, working conditions, and recruitment or recruitment advertising. Decisions will not be influenced by a perception an employee falls within any of these categories or an employee’s association with a person falling within any of these categories.

The objective of Stacy and Witbeck, Inc.’s Equal Employment Opportunity (“EEO”) policy and Affirmative Action program is, wherever possible, to actively recruit and include in consideration for employment members of minority groups and females. Steps will be taken to encourage members of these groups to seek employment with the Company. Current employees are also encouraged to recruit minorities and females for positions within the Company. Equal employment opportunity is also extended to veterans of the U.S. Armed Forces.

Every supervisor and member of management will carry forward Stacy and Witbeck, Inc.’s policy of non-discrimination, equal employment opportunity and affirmative action within his or her designated area of responsibility. All Company employees who are authorized to hire, supervise, promote or discharge employees, or to recommend such action, or who are substantially involved in such actions, are accountable for complying with all aspects of the EEO policy and Affirmative Action program and its goals and objectives, and will be evaluated on their contributions to implementation of this policy each year.

Caroline Kim has been designated Stacy and Witbeck, Inc.’s Equal Employment Opportunity Officer. Inquiries concerning the application of federal and state laws and regulations should be referred to the EEO Officer, who is responsible for administering the program’s progress and initiating corrective action when appropriate. All personnel actions are monitored and analyzed to ensure the adherence to the policies. All questions, concerns and correspondence regarding the Company’s EEO policy and Affirmative Action program should be directed to Caroline Kim at:

2800 Harbor Bay Parkway  
Alameda, CA 94502  
510-748-1870

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, any member of management, the Human Resources department, and/or the EEO Officer. Employees can raise concerns and make reports without fear of reprisal. The Company will promptly and thoroughly investigate all claims of discrimination. If the Company determines that a violation of this policy has occurred, effective remedial action will be taken. Anyone found to be engaging in any type of unlawful discrimination or who retaliates against any employee for reporting concerns or participating as a witness in any investigation is subject to disciplinary actions, up to and including termination of employment.

Stacy and Witbeck, Inc.’s EEO policy and Affirmative Action program include mandatory specifications and steps to be taken at all Company facilities and job sites in order to maintain the existence of equal employment opportunity and the continued absence of discrimination throughout the Company. The Company carries out its EEO policy and Affirmative Action program according to the following sixteen specifications:

**1. The Company will maintain a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Company's employees are assigned.**

Stacy and Witbeck, Inc. will take specific steps to ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Company's contractual obligation to maintain such a working environment, with specific attention to minorities and women working at all work sites and facilities.

The above specification will be implemented, for example, as follows:

The Company will produce and distribute copies of policy statements prohibiting harassment to all employees.

EEO policy statements will be posted at all construction job sites and will be posted at other facilities of the Company as well. The Company will give supervisory personnel and other employees memoranda and other written instructions addressing the need to maintain a work environment free of harassment, intimidation, and coercion. Copies of such written materials will be retained.

The Company will hold meetings to inform supervisory personnel of their duty to carry out the Company's obligation to maintain a workplace free of harassment, intimidation, or coercion. Minutes or other records of such meetings will be retained.

Where more than one woman is assigned to a construction project, the Company will retain records of such assignments. Stacy and Witbeck, Inc. will develop formal procedures to handle complaints of harassment and maintain records of such complaints and how the Company handled them.

The Company's EEO Officer(s) will prepare and retain reports, diaries, analyses, etc., of specific efforts made to monitor the work environment for the presence of any forms of harassment, intimidation, or coercion, such as: verbal, visual or written abuse; physical aggressiveness; assigning women and/or minorities to more difficult or dangerous work than men/non- minorities; or sabotaging of an individual's work.

The Company will provide harassment awareness training to supervisors and/or employees. The Company will retain records of such training which indicate the dates of the training, the names of those conducting the training, the names of those attending the training, and a copy or description of the training materials.

**2. The Company will establish and maintain current lists of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Company or its unions have employment opportunities available, and maintain a record of the organizations' responses.**

The above specification will be implemented, for example, as follows:

Recruitment sources will include the state employment offices serving the recruitment areas for the Company's construction projects, and may also include organizations such as the Job Corps, Urban League, YWCA, National Association of Women in Construction, Neighborhood Youth Corps, Equal Opportunity Programs, Inc., National Organization of Women, LULAC, and Aspira, and others. In addition, local community organizations are extremely effective as employer/employee linkage resources.

The Company will maintain files of letters to minority and female recruitment sources announcing the employment opportunities and application procedures. In order to maintain a record of recruitment organizations' responses, the Company will retain any written responses received from the sources or log or otherwise record the responses.

An applicant flow log will be used by the Company to identify employment solicitations and referrals, and to track the results of the applications. Applicant flow documentation will include copies of correspondence from recruitment sources, copies of job announcements from state employment offices, and copies of notes, diaries, phone logs and/or other written records of contacts with recruitment organizations.

**3. The Company will maintain current files containing the names, addresses and telephone numbers of each minority or female off-the-street applicant and minority or female referral from a union, recruitment source or community organization and of what action was taken with respect to each individual. Occasionally, the Company will send individuals to the union hiring hall for referral back to the Company. If the union did not refer the individual to the Company or if the individual was referred but was not hired, the Company will keep a record of all actions taken, along with the reasons why the referral or hiring did not occur.**

The above specification will be implemented, for example, as follows:

The Company will establish files that show the names, addresses, telephone numbers and trades of each minority and female applicant and referral.

In addition to an applicant flow log, the Company will note on the actual employment application forms what action was taken with respect to each applicant and the reason for non-hire.

Where an applicant has been referred to the union for referral back to Stacy and Witbeck, Inc., the Company will document this action and its results or any follow-up contacts made with the applicant or the union.

**4. The Company will immediately notify the Deputy Assistant Secretary in writing when the union or unions with which the Company has a collective bargaining agreement has not referred a woman or minority individual sent by the Company. Similarly, the Company will notify the Office of Federal Contract Compliance Programs (OFCCP) when the Company has other information that the union referral process has impeded the Company's efforts to meet its EEO and Affirmative Action obligations.**

The above specification will be implemented, for example, as follows:

The Company will keep copies of all letters to and from the unions, minutes of meetings, etc., related to any claims that the union has impeded Stacy and Witbeck, Inc.'s efforts to comply with its EEO obligations.

The Company will also keep copies of any letters sent to the OFCCP that contain claims of non-referral or claims that a union has impeded the Company's efforts to comply with EEO obligations.

**5. The Company will develop on-the-job training opportunities or participate in training programs for the job area(s) which expressly include minorities and women. The Company's actions will include upgrading programs, apprenticeships and trainee programs relevant to the Company's employment needs, especially those programs approved by the Department of Labor. The Company will provide notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources that the Company has compiled under Specification 2 above.**

The above specification will be implemented, for example, as follows:

The Company will maintain records of employees' participation in training programs, including those that are approved or funded by the Department of Labor's Bureau of Apprenticeship and Training.

The Company will document any contributions of cash, equipment or personnel provided in support of training or apprenticeship programs.

The Company will inform minority and female recruitment sources and schools of these programs in writing, and will retain copies of any such letters or correspondence.

**6. The Company will disseminate EEO policies by: providing notice of the policies to unions and training programs and requesting their cooperation and assistance in meeting EEO obligations; including EEO policy statements in all policy manuals and collective bargaining agreements; publicizing these policies in any Company newsletters, annual reports, etc.; specifically reviewing the policy with all management personnel and with all minority and female employees at least once a year; and, posting the EEO Policy on bulletin boards**

**accessible to all employees at each location where construction work is performed.**

The above specification will be implemented, for example, as follows:

In addition to including EEO policies in all policy manuals, the Company will include EEO policies in employee handbooks provided to each employee when they are hired.

Copies of the Company's EEO policies will be posted on bulletin boards that are accessible to all employees at each location where construction work is performed.

The Company will document discussions that it has with women and minority employees about EEO policies. For example, employees will be asked to sign a receipt for an employee handbook that contains EEO policies. Employees can be asked to sign a form at a new employee orientation indicating that Stacy and Witbeck, Inc.'s EEO policies have been reviewed with them.

The Company will also keep copies of letters, memoranda and notices to unions and training programs notifying them of the Company's EEO policies and requirements and requesting their assistance in meeting those obligations.

The Company will keep a file containing any newsletters and/or annual reports which contain descriptions of EEO policies.

**7. At least once a year, the Company will review EEO policies and Affirmative Action obligations (under these specifications) with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions. These EEO policies and Affirmative Action obligations will be specifically reviewed with on-site supervisory personnel such as superintendents, general foremen, etc., prior to starting construction work at any job site. Company personnel will maintain records that identify the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.**

The above specification will be implemented, for example, as follows:

The Company will have written records (memoranda, diaries, minutes of meetings, etc.) that identify the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

**8. The Company will disseminate EEO policies externally by including them in any advertising in the news media (including minority and female news media). The Company will also provide written notification to and discuss EEO policies with, other contractors and subcontractors with whom the Company does or anticipates doing business.**

The above specification will be implemented, for example, as follows:

The Company will have copies of any employment advertisements or job announcements which specifically include the EEO "tagline." The tagline may state that the Company is "an equal opportunity employer," or it may alternately state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin. The tagline will appear in advertisements placed in media targeted towards minority and female readership.

The Company will maintain copies of correspondence with subcontractors that notify them of EEO contractual obligations and the Company's commitment to compliance.

The Company will document meetings with construction industry associations and organizations where the Federal EEO and Affirmative Action contract obligations and methods for facilitating compliance have been discussed or acted upon.

**9. The Company will direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Company's recruitment area and employment needs. The Company will send notice to its recruitment sources for women and minorities announcing acceptance of applications for apprenticeship or other training. This notice will be sent no later than one month before publication of apprenticeship and training announcements. Notices will describe the openings, screening procedures and tests to be used in the selection process.**

The above specification will be implemented, for example, as follows:

The Company will have written records of contacts (such as written communications, telephone calls or personal meetings) with minority and female community organizations, recruitment sources, schools and training organizations. Records will specify the date of contact, individuals contacted, results of the contact and any follow-up efforts.

The Company will also document their contacts with local offices of the state employment service, Private Industry Council, vocational/technical schools or high schools with construction related training programs, Displaced Homemaker Programs, Urban League or OIC training and referral programs or other community based organizations.

If a union is responsible for acceptance into the training programs, the Company will ensure that information is obtained from the union on individuals who were referred from the recruitment sources/organizations that were accepted in the program.

The Company will maintain records of written contacts to recruitment sources announcing training and apprenticeship opportunities. Recruitment sources will be notified one month before the Company begins accepting applications.

**10. The Company will encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both at the work site and in other areas of the Company's work force.**

The above specification will be implemented, for example, as follows:

The Company will have copies of diaries, telephone logs or memos indicating contacts (both written and oral) with minority and female employees requesting their assistance in recruiting other minorities and women, and records of the results. The Company will specifically discuss recommendations for referral with minority and female trade employees.

Supervisors and crew leaders will keep a log of worker referrals from minority or female employees or recruitment sources.

Where after-school, summer and vacation employment is provided to minority and female youth, the Company will maintain records of such employment. The Company will also retain on file any letters and other documentation of contact with recruitment sources or local state employment agencies regarding these youth employment programs.

**11. The Company will validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, the "Uniform Guidelines on Employee Selection Procedures (1978)." Actions for demonstrating compliance will vary according to the number of people employed by the Company.**

This specification will be implemented, for example, as follows:

Where the Company employs 100 or fewer employees, the Company will collect data to help determine if the test or selection requirement has a possible adverse impact on any race, sex, or ethnic group. The Company will maintain and have available records showing, for each year:

The number of persons hired, promoted and terminated in each trade (e.g., carpenter, brick masons, concrete finishers, ironworkers, mechanics, equipment operators), by sex (gender), and where appropriate, by race and national origin;



The number of applicants for hire and promotion by trade and sex, and where appropriate, by race and national origin; and

The selection procedures used (such as standardized testing or unstructured interviews and qualifications review) for each trade.

Where the Company employs more than 100 employees, the Company will maintain the records listed above and maintain records for each job that show whether the total selection process for each job has an adverse impact on either gender or on any of the following race and ethnic groups: Blacks, American Indians, Asians, Hispanics, and whites other than Hispanics. The Company will perform adverse impact analyses at least once a year for each group that comprises at least two percent of the labor force in the relevant area or two percent of the applicable workforce. Where a total selection process does adversely impact any of the above referenced groups, the Company will maintain and have available records showing which components of the selection process have an adverse impact. Records regarding individual components of the selection process will be collected for at least two years after the adverse impact has been eliminated. The Company will validate selection procedures that have an adverse impact, in accordance with the Uniform Guidelines.

**12. At least once a year, the Company will inventory and evaluate all minority and female personnel for promotional opportunities. The Company will also encourage these employees to seek or prepare for, through appropriate training, etc., promotional opportunities.**

The above specification will be implemented, for example, as follows:

The Company will keep written records (memoranda, letters, personnel files, etc.) showing promotional opportunities for women and minorities are reviewed annually.

The Company will keep written records documenting that the participation of women and minorities in promotional opportunities is encouraged.

**13. The Company will ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that EEO policies and the Company's obligations under the contract specifications are being carried out.**

The above specification will be implemented, for example, as follows:

The Company will use data collected under Specification 11 (above) to determine if seniority practices, job classifications, work assignments or other personnel practices have an adverse impact on women and minorities.

The Company will audit or examine existing personnel practices periodically or convene an EEO task force when developing new personnel practices to ensure that EEO obligations are being adequately addressed and incorporated.

The Company will ensure current policies are reviewed on a regular basis to identify factors that are not equally applied.

**14. Stacy and Witbeck, Inc. will ensure that Company facilities and activities are non-segregated except that separate or single-user toilets and necessary changing facilities designed to assure privacy between the sexes will be provided.**

The term "facilities" refers to waiting rooms, work areas, eating areas, time clocks, rest rooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or transportation, and housing facilities provided for employees.

The above specification will be implemented, for example, as follows:

The Company will offer adequate toilet and changing facilities to all employees to guarantee privacy between the sexes.



The Company will compile documents (e.g, flyers, posters, announcements) indicating that information concerning parties, picnics and other Company-sponsored events has been disseminated equally to all employees.

**15. The Company will document and maintain records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.**

The above specification will be implemented, for example, as follows:

The Company will keep letters or other direct solicitations for subcontracts from minority or female contractors, with a record of the specific responses and any follow-up activities done to obtain price quotations.

The Company will have a list of subcontracts they have awarded to minority or female contractors or suppliers, showing the dollar amounts involved.

The Company will retain copies of solicitations sent to minority and women's contractor associations or other business associations and state or local governmental agencies.

**16. At least once a year, the Company will conduct a review of all supervisors' adherence to and performance under the Company's EEO policies and Affirmative Action obligations.**

The above specification will be implemented, for example, as follows:

The Company will keep copies of performance evaluations, memoranda, letters, reports, and/or minutes of meetings or interviews with supervisors and management personnel about their employment practices as they relate to EEO policy and Affirmative Action obligations.

The Company will also compile any written evidence that supervisors and managers have been notified when their employment practices adversely or positively affected the Company's EEO and Affirmative Action posture.

**6.0 ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN**

**A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.**

Prepared By: \_\_\_\_\_

(Print name & title)

Solicitation No. \_\_\_\_\_

Name of Project \_\_\_\_\_


Location of Workforce \_\_\_\_\_

Prime Contractor \_\_\_\_\_

In keeping with UTA policy of nondiscrimination in employment practices, the \_\_\_\_\_ (Name of Company) has set as a project goal for the utilization of minorities, which is \_\_\_\_\_ %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The \_\_\_\_\_ (Company name), by its \_\_\_\_\_ (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

**B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)**

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

  
\_\_\_\_\_  
Director of Business Development  
Signature and Title of Company Official (Contractor)

As a wholly-owned and operating subsidiary of Stacy and Witbeck Inc. (SWI), MRS employees are subject to the terms and conditions of the SWI Employee Handbook. For the purposes of this project, the EEO Policy contained therein shall apply to RMSS. Joint venture partners MRS and MJG employ more than 50 people and a contract sum of more than \$50,000 is contemplated. Therefore, the SWI Employee Handbook EEO Policy is attached.

## Equal Employment Opportunity Policy and Affirmative Action Program

It is the policy of Stacy and Witbeck, Inc. (the “Company”) to provide Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity and Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company are based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, sex/gender (including gender identify, pregnancy, childbirth and related medical conditions), marital status, age, religion, veteran status, registered domestic partner status, national origin, genetic characteristics, sexual orientation, mental and physical disability, medical condition, ancestry, or any other consideration made unlawful by federal, state or local laws. This policy applies to every aspect of employment, including but not limited to: hiring, advancement, transfer, demotion, lay-off or returns from layoff, termination, compensation, benefits, training or selection for training, working conditions, and recruitment or recruitment advertising. Decisions will not be influenced by a perception an employee falls within any of these categories or an employee’s association with a person falling within any of these categories.

The objective of Stacy and Witbeck, Inc.’s Equal Employment Opportunity (“EEO”) policy and Affirmative Action program is, wherever possible, to actively recruit and include in consideration for employment members of minority groups and females. Steps will be taken to encourage members of these groups to seek employment with the Company. Current employees are also encouraged to recruit minorities and females for positions within the Company. Equal employment opportunity is also extended to veterans of the U.S. Armed Forces.

Every supervisor and member of management will carry forward Stacy and Witbeck, Inc.’s policy of non-discrimination, equal employment opportunity and affirmative action within his or her designated area of responsibility. All Company employees who are authorized to hire, supervise, promote or discharge employees, or to recommend such action, or who are substantially involved in such actions, are accountable for complying with all aspects of the EEO policy and Affirmative Action program and its goals and objectives, and will be evaluated on their contributions to implementation of this policy each year.

Caroline Kim has been designated Stacy and Witbeck, Inc.’s Equal Employment Opportunity Officer. Inquiries concerning the application of federal and state laws and regulations should be referred to the EEO Officer, who is responsible for administering the program’s progress and initiating corrective action when appropriate. All personnel actions are monitored and analyzed to ensure the adherence to the policies. All questions, concerns and correspondence regarding the Company’s EEO policy and Affirmative Action program should be directed to Caroline Kim at:

2800 Harbor Bay Parkway  
Alameda, CA 94502  
510-748-1870

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, any member of management, the Human Resources department, and/or the EEO Officer. Employees can raise concerns and make reports without fear of reprisal. The Company will promptly and thoroughly investigate all claims of discrimination. If the Company determines that a violation of this policy has occurred, effective remedial action will be taken. Anyone found to be engaging in any type of unlawful discrimination or who retaliates against any employee for reporting concerns or participating as a witness in any investigation is subject to disciplinary actions, up to and including termination of employment.

Stacy and Witbeck, Inc.’s EEO policy and Affirmative Action program include mandatory specifications and steps to be taken at all Company facilities and job sites in order to maintain the existence of equal employment opportunity and the continued absence of discrimination throughout the Company. The Company carries out its EEO policy and Affirmative Action program according to the following sixteen specifications:

**1. The Company will maintain a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Company's employees are assigned.**

Stacy and Witbeck, Inc. will take specific steps to ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Company's contractual obligation to maintain such a working environment, with specific attention to minorities and women working at all work sites and facilities.

The above specification will be implemented, for example, as follows:

The Company will produce and distribute copies of policy statements prohibiting harassment to all employees.

EEO policy statements will be posted at all construction job sites and will be posted at other facilities of the Company as well. The Company will give supervisory personnel and other employees memoranda and other written instructions addressing the need to maintain a work environment free of harassment, intimidation, and coercion. Copies of such written materials will be retained.

The Company will hold meetings to inform supervisory personnel of their duty to carry out the Company's obligation to maintain a workplace free of harassment, intimidation, or coercion. Minutes or other records of such meetings will be retained.

Where more than one woman is assigned to a construction project, the Company will retain records of such assignments. Stacy and Witbeck, Inc. will develop formal procedures to handle complaints of harassment and maintain records of such complaints and how the Company handled them.

The Company's EEO Officer(s) will prepare and retain reports, diaries, analyses, etc., of specific efforts made to monitor the work environment for the presence of any forms of harassment, intimidation, or coercion, such as: verbal, visual or written abuse; physical aggressiveness; assigning women and/or minorities to more difficult or dangerous work than men/non- minorities; or sabotaging of an individual's work.

The Company will provide harassment awareness training to supervisors and/or employees. The Company will retain records of such training which indicate the dates of the training, the names of those conducting the training, the names of those attending the training, and a copy or description of the training materials.

**2. The Company will establish and maintain current lists of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Company or its unions have employment opportunities available, and maintain a record of the organizations' responses.**

The above specification will be implemented, for example, as follows:

Recruitment sources will include the state employment offices serving the recruitment areas for the Company's construction projects, and may also include organizations such as the Job Corps, Urban League, YWCA, National Association of Women in Construction, Neighborhood Youth Corps, Equal Opportunity Programs, Inc., National Organization of Women, LULAC, and Aspira, and others. In addition, local community organizations are extremely effective as employer/employee linkage resources.

The Company will maintain files of letters to minority and female recruitment sources announcing the employment opportunities and application procedures. In order to maintain a record of recruitment organizations' responses, the Company will retain any written responses received from the sources or log or otherwise record the responses.

An applicant flow log will be used by the Company to identify employment solicitations and referrals, and to track the results of the applications. Applicant flow documentation will include copies of correspondence from recruitment sources, copies of job announcements from state employment offices, and copies of notes, diaries, phone logs and/or other written records of contacts with recruitment organizations.

**3. The Company will maintain current files containing the names, addresses and telephone numbers of each minority or female off-the-street applicant and minority or female referral from a union, recruitment source or community organization and of what action was taken with respect to each individual. Occasionally, the Company will send individuals to the union hiring hall for referral back to the Company. If the union did not refer the individual to the Company or if the individual was referred but was not hired, the Company will keep a record of all actions taken, along with the reasons why the referral or hiring did not occur.**

The above specification will be implemented, for example, as follows:

The Company will establish files that show the names, addresses, telephone numbers and trades of each minority and female applicant and referral.

In addition to an applicant flow log, the Company will note on the actual employment application forms what action was taken with respect to each applicant and the reason for non-hire.

Where an applicant has been referred to the union for referral back to Stacy and Witbeck, Inc., the Company will document this action and its results or any follow-up contacts made with the applicant or the union.

**4. The Company will immediately notify the Deputy Assistant Secretary in writing when the union or unions with which the Company has a collective bargaining agreement has not referred a woman or minority individual sent by the Company. Similarly, the Company will notify the Office of Federal Contract Compliance Programs (OFCCP) when the Company has other information that the union referral process has impeded the Company's efforts to meet its EEO and Affirmative Action obligations.**

The above specification will be implemented, for example, as follows:

The Company will keep copies of all letters to and from the unions, minutes of meetings, etc., related to any claims that the union has impeded Stacy and Witbeck, Inc.'s efforts to comply with its EEO obligations.

The Company will also keep copies of any letters sent to the OFCCP that contain claims of non-referral or claims that a union has impeded the Company's efforts to comply with EEO obligations.

**5. The Company will develop on-the-job training opportunities or participate in training programs for the job area(s) which expressly include minorities and women. The Company's actions will include upgrading programs, apprenticeships and trainee programs relevant to the Company's employment needs, especially those programs approved by the Department of Labor. The Company will provide notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources that the Company has compiled under Specification 2 above.**

The above specification will be implemented, for example, as follows:

The Company will maintain records of employees' participation in training programs, including those that are approved or funded by the Department of Labor's Bureau of Apprenticeship and Training.

The Company will document any contributions of cash, equipment or personnel provided in support of training or apprenticeship programs.

The Company will inform minority and female recruitment sources and schools of these programs in writing, and will retain copies of any such letters or correspondence.

**6. The Company will disseminate EEO policies by: providing notice of the policies to unions and training programs and requesting their cooperation and assistance in meeting EEO obligations; including EEO policy statements in all policy manuals and collective bargaining agreements; publicizing these policies in any Company newsletters, annual reports, etc.; specifically reviewing the policy with all management personnel and with all minority and female employees at least once a year; and, posting the EEO Policy on bulletin boards**

**accessible to all employees at each location where construction work is performed.**

The above specification will be implemented, for example, as follows:

In addition to including EEO policies in all policy manuals, the Company will include EEO policies in employee handbooks provided to each employee when they are hired.

Copies of the Company's EEO policies will be posted on bulletin boards that are accessible to all employees at each location where construction work is performed.

The Company will document discussions that it has with women and minority employees about EEO policies. For example, employees will be asked to sign a receipt for an employee handbook that contains EEO policies. Employees can be asked to sign a form at a new employee orientation indicating that Stacy and Witbeck, Inc.'s EEO policies have been reviewed with them.

The Company will also keep copies of letters, memoranda and notices to unions and training programs notifying them of the Company's EEO policies and requirements and requesting their assistance in meeting those obligations.

The Company will keep a file containing any newsletters and/or annual reports which contain descriptions of EEO policies.

**7. At least once a year, the Company will review EEO policies and Affirmative Action obligations (under these specifications) with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions. These EEO policies and Affirmative Action obligations will be specifically reviewed with on-site supervisory personnel such as superintendents, general foremen, etc., prior to starting construction work at any job site. Company personnel will maintain records that identify the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.**

The above specification will be implemented, for example, as follows:

The Company will have written records (memoranda, diaries, minutes of meetings, etc.) that identify the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

**8. The Company will disseminate EEO policies externally by including them in any advertising in the news media (including minority and female news media). The Company will also provide written notification to and discuss EEO policies with, other contractors and subcontractors with whom the Company does or anticipates doing business.**

The above specification will be implemented, for example, as follows:

The Company will have copies of any employment advertisements or job announcements which specifically include the EEO "tagline." The tagline may state that the Company is "an equal opportunity employer," or it may alternately state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin. The tagline will appear in advertisements placed in media targeted towards minority and female readership.

The Company will maintain copies of correspondence with subcontractors that notify them of EEO contractual obligations and the Company's commitment to compliance.

The Company will document meetings with construction industry associations and organizations where the Federal EEO and Affirmative Action contract obligations and methods for facilitating compliance have been discussed or acted upon.



**9. The Company will direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Company's recruitment area and employment needs. The Company will send notice to its recruitment sources for women and minorities announcing acceptance of applications for apprenticeship or other training. This notice will be sent no later than one month before publication of apprenticeship and training announcements. Notices will describe the openings, screening procedures and tests to be used in the selection process.**

The above specification will be implemented, for example, as follows:

The Company will have written records of contacts (such as written communications, telephone calls or personal meetings) with minority and female community organizations, recruitment sources, schools and training organizations. Records will specify the date of contact, individuals contacted, results of the contact and any follow-up efforts.

The Company will also document their contacts with local offices of the state employment service, Private Industry Council, vocational/technical schools or high schools with construction related training programs, Displaced Homemaker Programs, Urban League or OIC training and referral programs or other community based organizations.

If a union is responsible for acceptance into the training programs, the Company will ensure that information is obtained from the union on individuals who were referred from the recruitment sources/organizations that were accepted in the program.

The Company will maintain records of written contacts to recruitment sources announcing training and apprenticeship opportunities. Recruitment sources will be notified one month before the Company begins accepting applications.

**10. The Company will encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both at the work site and in other areas of the Company's work force.**

The above specification will be implemented, for example, as follows:

The Company will have copies of diaries, telephone logs or memos indicating contacts (both written and oral) with minority and female employees requesting their assistance in recruiting other minorities and women, and records of the results. The Company will specifically discuss recommendations for referral with minority and female trade employees.

Supervisors and crew leaders will keep a log of worker referrals from minority or female employees or recruitment sources.

Where after-school, summer and vacation employment is provided to minority and female youth, the Company will maintain records of such employment. The Company will also retain on file any letters and other documentation of contact with recruitment sources or local state employment agencies regarding these youth employment programs.

**11. The Company will validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, the "Uniform Guidelines on Employee Selection Procedures (1978)." Actions for demonstrating compliance will vary according to the number of people employed by the Company.**

This specification will be implemented, for example, as follows:

Where the Company employs 100 or fewer employees, the Company will collect data to help determine if the test or selection requirement has a possible adverse impact on any race, sex, or ethnic group. The Company will maintain and have available records showing, for each year:

The number of persons hired, promoted and terminated in each trade (e.g., carpenter, brick masons, concrete finishers, ironworkers, mechanics, equipment operators), by sex (gender), and where appropriate, by race and national origin;

The number of applicants for hire and promotion by trade and sex, and where appropriate, by race and national origin; and

The selection procedures used (such as standardized testing or unstructured interviews and qualifications review) for each trade.

Where the Company employs more than 100 employees, the Company will maintain the records listed above and maintain records for each job that show whether the total selection process for each job has an adverse impact on either gender or on any of the following race and ethnic groups: Blacks, American Indians, Asians, Hispanics, and whites other than Hispanics. The Company will perform adverse impact analyses at least once a year for each group that comprises at least two percent of the labor force in the relevant area or two percent of the applicable workforce. Where a total selection process does adversely impact any of the above referenced groups, the Company will maintain and have available records showing which components of the selection process have an adverse impact. Records regarding individual components of the selection process will be collected for at least two years after the adverse impact has been eliminated. The Company will validate selection procedures that have an adverse impact, in accordance with the Uniform Guidelines.

**12. At least once a year, the Company will inventory and evaluate all minority and female personnel for promotional opportunities. The Company will also encourage these employees to seek or prepare for, through appropriate training, etc., promotional opportunities.**

The above specification will be implemented, for example, as follows:

The Company will keep written records (memoranda, letters, personnel files, etc.) showing promotional opportunities for women and minorities are reviewed annually.

The Company will keep written records documenting that the participation of women and minorities in promotional opportunities is encouraged.

**13. The Company will ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that EEO policies and the Company's obligations under the contract specifications are being carried out.**

The above specification will be implemented, for example, as follows:

The Company will use data collected under Specification 11 (above) to determine if seniority practices, job classifications, work assignments or other personnel practices have an adverse impact on women and minorities.

The Company will audit or examine existing personnel practices periodically or convene an EEO task force when developing new personnel practices to ensure that EEO obligations are being adequately addressed and incorporated.

The Company will ensure current policies are reviewed on a regular basis to identify factors that are not equally applied.

**14. Stacy and Witbeck, Inc. will ensure that Company facilities and activities are non-segregated except that separate or single-user toilets and necessary changing facilities designed to assure privacy between the sexes will be provided.**

The term "facilities" refers to waiting rooms, work areas, eating areas, time clocks, rest rooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or transportation, and housing facilities provided for employees.

The above specification will be implemented, for example, as follows:

The Company will offer adequate toilet and changing facilities to all employees to guarantee privacy between the sexes.



The Company will compile documents (e.g, flyers, posters, announcements) indicating that information concerning parties, picnics and other Company-sponsored events has been disseminated equally to all employees.

**15. The Company will document and maintain records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.**

The above specification will be implemented, for example, as follows:

The Company will keep letters or other direct solicitations for subcontracts from minority or female contractors, with a record of the specific responses and any follow-up activities done to obtain price quotations.

The Company will have a list of subcontracts they have awarded to minority or female contractors or suppliers, showing the dollar amounts involved.

The Company will retain copies of solicitations sent to minority and women's contractor associations or other business associations and state or local governmental agencies.

**16. At least once a year, the Company will conduct a review of all supervisors' adherence to and performance under the Company's EEO policies and Affirmative Action obligations.**

The above specification will be implemented, for example, as follows:

The Company will keep copies of performance evaluations, memoranda, letters, reports, and/or minutes of meetings or interviews with supervisors and management personnel about their employment practices as they relate to EEO policy and Affirmative Action obligations.

The Company will also compile any written evidence that supervisors and managers have been notified when their employment practices adversely or positively affected the Company's EEO and Affirmative Action posture.

**6.0 ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN**

**A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.**

Prepared By: Marshall Wilson, Vice President


(Print name & title)

Solicitation No. 20-03382VW  
Name of Project UTA Transit Systems On-Call Professional Services, Construction, Maintenance, and Repair Contractor  
Location of Workforce Payson, Utah  
Prime Contractor Rocky Mountain Systems Services

In keeping with UTA policy of nondiscrimination in employment practices, the MJG INC. (Name of Company) has set as a project goal for the utilization of minorities, which is 3 %. 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 MJG INC. (Company name), by its Vice President (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

**B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)**

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

  
\_\_\_\_\_  
Signature and Title of Company Official (Contractor)



**MJG INCORPORATED**

492 NORTH 1100 WEST PAYSON, UTAH 84651

PO Box 368 Payson, Utah 84651

TELEPHONE (801) 465-1500 FAX (801) 465-1517 E-MAIL [MWILSON@MJGSIGNAL.COM](mailto:MWILSON@MJGSIGNAL.COM)

**RE: UTA On Call EEO Good Faith**

Monday, December 21, 2020

MJG will make efforts to hire and utilize minorities and women to complete work on the UTA On Call contract. It is our intent to seek out qualified employees to complete this work and whenever possible achieve the goals that have been set forth in Form A-5. We understand the benefits and opportunities we can provide to minorities and women by employing them for this and future projects.

If you have any questions or concerns, please contact myself or Carrie Menlove at (801)-465-1500

A handwritten signature in black ink, appearing to read 'Marshall Wilson', is written in a cursive style.

Respectfully,  
Marshall Wilson  
MJG Inc.

**SAFETY CAN BE EASY IF YOU ONLY THINK BEFORE YOU ACT**

7.0

**ATTACHMENT B:**

**BUY AMERICA CERTIFICATE**

Solicitation No. 20-03382VW

Exhibit \_\_\_\_

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally-assisted Contract)

SECTION (1); Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: ***(Mark One)***

**CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661;

--OR--

**CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: ***(Mark One)***

**CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

-OR-

**CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

**SECTION (3); OFFEROR'S SIGNATURE:** *(Sign, date and enter your title and the name of your company)*



December 23, 2020

Signature

Date

Authorized Representative

Title

**Rockey Mountain Systems Services**

Name of Company/Offeror

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*Rev 5/30/07*

**8.0 ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

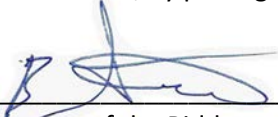
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space \_\_\_\_\_.



---

Signature of the Bidder or Proposer Authorized Official

Ben Martinez, Authorized Representative

Name and Title of the Bidder or Proposer Authorized Official

**FEDERAL ID #** 61-1690839

December 23, 2020  
Date

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

### Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:**
  - "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**
    - (1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    - (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

**9.0 ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Ben Martinez, Authorized Representative, hereby certifies

(Name and Title of Company Official)

on behalf of Rocky Mountain Systems Services that:

(Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Executed this 23rd day of December, 2020.

By  \_\_\_\_\_

(Signature of Authorized Official)

Authorized Representative

(Title of Authorized Official)

**9.0 ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Ben Martinez, Director of Business Development, hereby certifies

(Name and Title of Company Official)

on behalf of Modern Railway Systems that:

(Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 23rd day of December, 2020.

By  \_\_\_\_\_

(Signature of Authorized Official)

Director of Business Development

(Title of Authorized Official)

**9.0 ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING**


I, Marshall Wilson, Vice President, hereby certifies  
(Name and Title of Company Official)

on behalf of MJG INC that:  
(Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 23 day of December, 2020.

By  \_\_\_\_\_

(Signature of Authorized Official)

Vice President

(Title of Authorized Official)

**10.0 ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS**

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Contractor shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONTRACTOR AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONTRACTOR IN THE CASE OF SUBCONTRACTOR BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date December 23, 2020

Signature  \_\_\_\_\_

Title Authorized Representative



**11.0 ATTACHMENT F: SOLICITATION STATISTICS**

*The Winning Proposer will be required to fill out this form for every Task Order where Subcontractors will be utilized*

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

**This information will only be used for statistical purposes as allowed under 49 CFR Part 26.**

Firm Name: Rocky Mountain Systems Services

Firm Address: 8201 Southpark Lane, Suite 100  
Littleton, CO 80120

Status: Non-DBE  DBE

Company's Type of Work: Rail Transit Systems Services

Month/Year firm started: December 2004

<b>Company Owner(s) Ethnic Background (optional)</b>		
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input checked="" type="checkbox"/> Other

**Annual Gross Receipts of the Firm:** (check one)

0 to \$500,000	<input type="checkbox"/>	\$500,000 - \$1,000,000	<input type="checkbox"/>
\$1 Million - \$5 Million	<input checked="" type="checkbox"/>	\$5 Million - \$10 Million	<input type="checkbox"/>
\$10 Million - \$16.7 Million	<input type="checkbox"/>	Above \$16.7 Million	<input type="checkbox"/>

Name of Solicitation: UTA Transit Systems On-Call Professional Services, Construction, Maintenance, and Repair Contractor



**11.0 ATTACHMENT F: SOLICITATION STATISTICS**

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**This information will only be used for statistical purposes as allowed under 49 CFR Part 26.**

Firm Name: Modern Railway Systems

Firm Address: 8201 Southpark Lane, Suite 100

Littleton, CO 80120

Status: Non-DBE  DBE

Company's Type of Work: Rail Transit Systems Services

Month/Year firm started: September 2011

**Company Owner(s) Ethnic Background (optional)**

African American  
 Hispanic  
 Polynesian

Asian  
 Native American  
 Caucasian

Male  
 Female  
 Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000  \$500,000 - \$1,000,000

\$1 Million - \$5 Million  \$5 Million - \$10 Million

\$10 Million - \$16.7 Million  Above \$16.7 Million

Name of Solicitation: UTA Transit Systems On-Call Professional Services, Construction, Maintenance, and Repair Contractor





**11.0 ATTACHMENT F: SOLICITATION STATISTICS**

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Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

**This information will only be used for statistical purposes as allowed under 49 CFR Part 26.**

Firm Name:  MJG INC

Firm Address:  492 N 1100 W   
 Payson, UT 84651

Status: Non-DBE  DBE

Company's Type of Work:  Railway Systems

Month/Year firm started:  May 1995

<b>Company Owner(s) Ethnic Background (optional)</b>		
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

**Annual Gross Receipts of the Firm:** (check one)

0 to \$500,000	<input type="checkbox"/>	\$500,000 - \$1,000,000	<input type="checkbox"/>
\$1 Million - \$5 Million	<input checked="" type="checkbox"/>	\$5 Million - \$10 Million	<input type="checkbox"/>
\$10 Million - \$16.7 Million	<input type="checkbox"/>	Above \$16.7 Million	<input type="checkbox"/>

Name of Solicitation:  UTA Transit Systems On-Call Professional Services, Construction, Maintenance, and Repair Contractor



11.0 ATTACHMENT F: SOLICITATION STATISTICS

The Winning Proposer will be required to fill out this form for every Task Order where Subcontractors will be utilized

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to ANY SUBCONTRACTORS. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Infinity Corrosion Group, Inc.

Firm Address: 1987 Kidd Circle
Park City, UT 84098

Status: Non-DBE \_\_\_ DBE X Woman Owned (Self Certified)

Company's Type of Work: Engineering Consultants - Stray Current and Corrosion Control

Month/Year firm started: December 2008

Table with 3 columns: African American, Asian, Male; Hispanic, Native American, Female; Polynesian, Caucasian, Other. Includes checkboxes for each category.

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \_\_\_ \$500,000 - \$1,000,000 X
\$1 Million - \$5 Million \_\_\_ \$5 Million - \$10 Million \_\_\_
\$10 Million - \$16.7 Million \_\_\_ Above \$16.7 Million \_\_\_

Name of Solicitation: UTA Transit Systems On-Call Professional Services, Construction, Maintenance, and Repair Contractor



11.0 ATTACHMENT F: SOLICITATION STATISTICS

The Winning Proposer will be required to fill out this form for every Task Order where Subcontractors will be utilized

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to ANY SUBCONTRACTORS. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Pinetop Engineering, LLC

Firm Address: PO Box 808
Ogden, Utah 84402

Status: Non-DBE X DBE

Company's Type of Work: ITS / Signal Engineering

Month/Year firm started: Sept-2008

Table with 3 columns: Ethnic Background (African American, Hispanic, Polynesian, Asian, Native American, Caucasian), Gender (Male, Female, Other). Includes checkboxes for each category.

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000
\$1 Million - \$5 Million X
\$10 Million - \$16.7 Million
\$500,000 - \$1,000,000
\$5 Million - \$10 Million
Above \$16.7 Million

Name of Solicitation: UTA Transit Systems On-Call Professional Services, Construction, Maintenance, and Repair Contractor



**12.0 ATTACHMENT G: Requirement for Written Subcontracts**

**(To be submitted with Bid or Proposal)**

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, UTA Number 20-03382VW, Bidder/Proposer: Rocky Mountain Systems Services, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name: Rocky Mountain Systems Services

Signed by: 

Title: Authorized Representative

Date: December 23, 2020



## 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:** February 24, 2021

<b>SUBJECT:</b>	<b>Pre-Procurements</b>
<b>AGENDA ITEM TYPE:</b>	<b>Contract Pre-Procurement</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	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.
<b>DISCUSSION:</b>	<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"><li>• <b>SD100/SD160 HVAC system &amp; Auxiliary Power Supply Overhaul.</b> This is a procurement for Overhaul of the SD100/SD160 HVAC systems and Auxiliary Power Supply (APS) systems. These will be conducted as two separate procurements and contract award will most likely be with two different vendors. The current equipment is aging and having increasing failure rates and maintenance costs, as well as discontinued parts for repair. There are 84 HVAC and APS systems to be overhauled on the SD100/SD160 light rail fleet. These overhauls are part of our ongoing State of Good Repair program and funds for these overhauls is included in the adopted 2021 Capital Budget. These procurements will be conducted as an RFP and will be scored on technical criteria in addition to price. (Req. 9062 &amp; 9063, Kyle Stockley)</li><li>• <b>Vehicle Program Management Consulting Services.</b> This is a procurement to contract with a firm to provide consulting services to UTA's Vehicle Project Management Team. The consultant will help administer capital programs and projects, such as the Light Rail Overhaul and Locomotive engine/turbocharger overhaul, as well as engineering and project management activities. This</li></ul>

contract will support our ongoing State of Good Repair Overhaul programs. Upcoming programs include the Commuter Rail locomotive and passenger rail car overhauls, and potentially the new rail car procurement and commissioning. The funding for this contract is included in the adopted 2021 Capital Budget. The procurement will be conducted as an RFP, where scoring will be based on technical criteria in addition to price.  
(Req. 9066, Kyle Stockley)

- **650 South Main Street TRAX platform Construction.** This is a procurement for the construction of a new TRAX platform on Main Street between 600 South and 700 South. The Contractor selected will build the new platform and pedestrian signal between the existing tracks. No track work or OCS Overhead Catenary System work is involved. This station was planned to be installed during the original construction of the North-South line when development in the area warranted it. Three new developments are now planned for the area which is creating the need for this station. Funding for the project is being provided by the Salt Lake City Re-Development Agency (RDA), Salt Lake City (crossing and landscaping costs), and UTA (signage and the platform snowmelt system costs). The project is committed to be completed by December 2021. The procurement will be conducted as an RFP, where scoring will be based on technical criteria in addition to price.  
(Req. 9071, Andrea Pullos)
- **Certificate of Insurance Tracking Services.** This is a procurement to contract with a firm to provide Certificate Of Insurance (COI) tracking and management services. Currently UTA does not have a method for tracking certificates of insurance on contracts. This has the potential of exposing UTA to claims that should be the responsibility of contractors or vendors that UTA has agreements with. By contracting with a third-party administrator, UTA can be certain that contractors are in compliance with insurance requirements for the numerous contracts UTA has with vendors and contractors and will eliminate this exposure. Funding for this procurement is included in the adopted 2021 operating budget. The procurement will be conducted as an RFP, where scoring will be based on technical criteria in addition to price.  
(Req. 8974, Dave Pitcher)



## 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  
Dan Hofer, Manager of State of Good Repair

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b>	<b>UTA Policy UTA.06.01 – Transit Asset Management and State of Good Repair</b>
<b>AGENDA ITEM TYPE:</b>	<b>UTA Policy</b>
<b>RECOMMENDATION:</b>	Approve UTA Policy UTA.06.01 -Transit Asset Management & State of Good Repair and rescind Corporate Policy 2.1.16.
<b>BACKGROUND:</b>	The updated policy reflects lessons learned related to UTA’s Asset Management and State of Good Repair efforts since the initial adoption in 2018. It provides a framework to ensure a more global view among UTA departments related to their asset rehabilitation and replacement needs while balancing stakeholder expectations and service requirements.
<b>DISCUSSION:</b>	UTA staff is requesting approval of the updated Transit Asset Management & State of Good Repair Policy UTA.06.01. The Asset Management and State of Good Repair initiative has become a major focus within the agency and is reflective in UTA’s 2021 goals and initiatives. The policy updates include lessons learned since its original adoption and the formation of a multi-departmental committee designed to sustain long-term focus on State of Good Repair efforts. This group is comprised of managers and directors, and has executive representation to ensure focus remains on established agency goals and initiatives.
<b>ALTERNATIVES:</b>	Not adopting the proposed update would maintain status quo and fail to implement lessons learned over the past 18 months.
<b>FISCAL IMPACT:</b>	None
<b>ATTACHMENTS:</b>	1) UTA Policy UTA.06.01 – Transit Asset Management and State of Good Repair

## UTAH TRANSIT AUTHORITY

### No. UTA.06.01

#### TRANSIT ASSET MANAGEMENT & STATE OF GOOD REPAIR POLICY

1) Purpose.

The purpose of this Transit Asset Management (TAM) and State of Good Repair (SGR) policy is to confirm UTA's commitment to maintaining its assets in a manner consistent with what has been prescribed by the Federal Transit Administration. This is in response to the Transit Asset Management Rule contained in the Code of Federal Regulations at 49 CFR Parts 625.

This policy has the specific goals to:

- Clearly define the roles of how agency goals and objectives align with capital plans.
- Defining the roles of critical positions within the TAM Plan and agency coordination efforts.
- Define the relationship between TAM and continuing control.
- Clarification of roles between SGR Group, Accounting and Grants Management.
- Clearly define continuing control assets, SGR assets, financial assets, and the relationship between the three.

This document will outline required elements of the plan, define roles and responsibilities for different departments responsible for meeting the requirements of this rule, and reaffirm UTA's commitment to the SGR initiative.

2) Definitions.

"Transit Asset Management (TAM) Plan" Plan developed and maintained by the SGR Group which outlines UTA's approach to the Management of its assets in conjunction with 49 CFR Part 625.

"SGR Group" means the subgroup of the overall Asset Management Department responsible for the State of Good Repair initiative.

"Asset Management Committee" means Committee of Managers, Directors, Regional General Managers, and others defined in this policy and TAM Plan as being critical to the allocation of resources to maintain UTA's assets. This group will have a role in project prioritization and budget allocation discussions. Members from this group will make up the voting members of the project prioritization based on their designation in the Responsibility Matrix.

"New Projects Process" means projects intended to support expansion and acquisition of new assets or service modes.

"TAM Process" means projects intended to support the rehabilitation, replacement, or enhancement of existing assets.

3) Policy.

In accordance with 49 CFR Parts 625, UTA confirms its commitment to the FTA's SGR initiative and defining the roles and responsibilities necessary to fulfill these requirements.



A. Roles:

Accountable Executive: Per the FTA rule, the Accountable Executive is a single identifiable person who has ultimate responsibility for carrying out transit asset management practices and can control or has direction over the human and capital resources needed to develop and maintain both the agency's public transportation agency safety plan and the agency's transit asset management plan in accordance with 49 U.S.C 5326. The accountable executive is set by Board Resolution and is the Executive Director of the Utah Transit Authority.

The SGR Group: This group has responsibility for developing the overall SGR approach at UTA. This group is responsible for the generation and updating of UTA's Transit Asset Management Plan and Group Sponsor plans for its sub recipients who receive funding under the FAST Act (49 USC5301 et .seq. ). This group is also responsible for the reporting of UTA's progress relative to its goals identified in its Transit Asset Management Plan.

UTA Managers over Capital Assets: In order to be compliant with the Transit Asset Management rule, there will need to be a large amount of information shared between groups. This includes information relative to budgets, maintenance records, purchase records, and other information as deemed necessary as described in the plan. A responsibility matrix is included at the end of this document.

B. TAM Plan Requirements:

The Transit Asset Management Plan will be the governing document by which the SGR initiative will be outlined, prescribed and carried out. The Transit Asset Management Plan will contain all information needed in order to be compliant with 49 CFR Part 625. The elements of the plan are:

- 1) An inventory of the number and type of capital assets. The inventory must include all capital assets that a provider owns, except equipment with an acquisition value under \$50,000 that is not a service vehicle.
  - a. This inventory must also include third-party owned or jointly procured exclusive-use maintenance facilities, passenger station facilities, administrative facilities, rolling stock and guideway infrastructure used by a provider in the provision of public transportation.
  - b. The asset inventory must be organized at a level of detail commensurate with the level of detail in the provider's program of capital projects.
- 2) A condition assessment of those inventoried assets for which a provider has direct capital responsibilities.
- 3) A description of analytical processes or decision-support tools that a provider uses to estimate capital investments needs over time and develop its investment prioritization.
- 4) A project-based prioritization of investments.
- 5) TAM & SGR Policy.
- 6) TAM Plan implementation strategy.
- 7) Description of key TAM activities that a provider intends to engage in over the TAM plan horizon period. The FTA defines the horizon period as four years.
- 8) A summary or list of resources including personnel that a provider needs to develop and carry out the TAM plan.

- 9) An outline of how UTA will monitor, update, and evaluate as needed, its TAM plan and related business practices, to ensure the continuous improvement of its TAM practices.

C. Version Control and Approvals:

Every two years, the SGR Group will provide a revision of the Transit Asset Management Plan to the Managers of the groups who have assets covered in the plan for their review. After it has been reviewed and comments sufficiently addressed to the extent possible, the plan will be presented to the UTA Board of Trustees and Executive Director for their approval. The plan will be reviewed and re-certified every two years.

Every year, performance targets will need to be established and will need to be approved by the Executive Director. The SGR Group will submit updated performance targets for review to the Asset Management Committee for their review and approval. After that, the performance targets will then be submitted to the Executive Director for their approval. The updated performance targets will then be inserted into the TAM Plan in Appendix E to ensure the most current performance targets are maintained as part of the Transit Asset Management Plan.

D. Budget Requirements:

To maintain budget continuity between departments, the SGR Group will develop its Five-Year Budget look-ahead every year in conjunction with feedback from UTA managers via a budget review process. This five-year look-ahead will be blended with the 5-Year Capital Plan to produce an overall Five-Year Capital Plan.

The Director of Capital Projects will provide the Manager- State of Good Repair with a list of projects that were funded and unfunded. Unfunded projects will remain in the budget consideration pool until they are either funded or are ultimately removed. The Manager-State of Good Repair will make sure their records reflect which projects were funded and which projects were unfunded and will be up for reconsideration the following year.

These budgets will be provided to the Finance Department for incorporation into the Transit Financial Plan (TFP). Prior to submission to the Board, the Chief Operating Officer, the Chief Service Development Officer and Chief Financial Officer will need to agree on the numbers being brought into the TFP.

E. Inventory Requirements:

JD Edwards is considered the system of record for all asset inventory as it relates to the TAM effort. There are three types of assets at UTA (land is excluded from the TAM considerations). The three types of assets are defined in SOP 2.1.3.1 Asset Recordkeeping and Continuing Control:

- Financial Asset: General asset with acquisition value over \$5000, rail infrastructure asset with value over \$50,000, and software with acquisition value over \$10,000 with useful life of more than one year and owned by UTA.
- Continuous (Continuing) Control Asset: Grant-Funded asset of any amount whether owned by UTA or by a grant sub-recipient.
- TAM Asset: Financial asset involved in provision of service such as infrastructure, facilities, and vehicles all capital assets that a provider owns, except equipment with an acquisition value under \$50,000 that is not a service vehicle.

Financial assets should make up the base of inventory for UTA; continuing control assets, and TAM assets would be designated from the base inventory. An asset may be designated to one, two or three

of the inventory categories. The assignment of appropriate category or categories is to happen upon asset record creation as defined in SOP 2.1.3.1 Recordkeeping section 3A.

F. Business Goals and Objectives:

Strategic business goals are defined and reviewed by the executive team every two years, starting for the fiscal year 2021. These goals and objectives will be stated in the TAM Plan. Goals and objectives should show guidance on expansion, renewals, replacements per the Five-Year Capital Plan, and SGR backlog target dollar amounts.

G. Key Manager Responsibility Matrix:

Title	TAM Responsibility	Committee Member	Prioritization Phase
Capital Project Managers	Upon project completion, provide list of capital assets acquired during project and associated O&M materials to appropriate business units. Refers to any Capital Project Manager regardless of business unit they belong to.	By invitation	
Comptroller	Inventory record upkeep including creation, update, and disposals.	X	
Project Manager-Environmental, Grants, Projects controls	Responsible for identification of funding opportunities for replacement and renewals of assets.	X	
SGR Manager	TAM Plan upkeep, SGR budget projections, National Transit Database (NTD) performance target reporting, group TAM plan, initial investment prioritization criteria development, identification of TAMS assets and associated data. Provides appropriate managers with lists of anticipated needs for upcoming budget cycles.	X	Initial
Facility Manager	Responsible for condition assessments of maintenance, administration, stations, and passenger parking facilities and providing information to the SGR Manager. Also responsible for identification and/or verification of facility needs to SGR Manager. Point of contact for facility requests.	X	Initial
Manager of Vehicle Overhaul and Support	Responsible for Fleet Management plans and coordination with SGR Manager for business unit needs related to revenue and non-revenue service vehicles. Point of contact for all vehicle requests.	X	Initial
Manager of ROW Assets	Responsible for identification and/or verification of civil infrastructure needs and coordination with SGR Manager for those needs.	X	Initial

Title	TAM Responsibility	Committee Member	Prioritization Phase
Manager of Systems Engineering	Responsible for identification and/or verification of systems infrastructure needs and coordination with SGR Manager for those needs.	X	Initial
Rail Infrastructure Project Manager	Responsible for identification and/or verification of civil rail infrastructure needs and coordination with SGR Manager for those needs.	X	Initial
Manager of Service Planning	Responsible for supplying anticipated vehicle needs for service efforts including quantity and types for the different modes.	X	Initial
Senior Program Manager-Engineering & Project Development	Participates in the committee meetings and participates in the initial prioritization phase of the projects	X	Initial
Safety Director Appointee	Participates in the committee meetings and participates in the initial prioritization phase of the projects	X	Initial
IT Director Appointee	Participates in the committee meetings and participates in the initial prioritization phase of the projects	X	Initial
Director of Capital Projects	Responsible for overall five-year capital budget production, initial criteria development for new capital projects, and final prioritization criteria for all capital projects. Responsible for coordinating the final investment prioritization effort prior to the executive review.	X	Final
Director of Engineering and Maintenance Support	Oversees TAM efforts and has role in final prioritization. Responsible for approval/finalization of the SGR Five Year Plan portion of the Five-Year Capital Plan	X	Final
RGM/Department Director	Ogden, Commuter Rail, Light Rail, Meadowbrook/Central, Timpanogos, Special Service, Safety, IT, & Engineering and Maintenance Support RGMs or Directors. Will communicate business needs to appropriate point of contact manager for inclusion for five-year plan consideration.	X	Final
Director of Planning	Responsible for development of future long-term plans. Responsible for identification of major alterations/considerations that should be	X	Final

Title	TAM Responsibility	Committee Member	Prioritization Phase
	incorporated into future budget projections.		
Project Development - Systems Plan Manager	Responsible for facilities master plan and coordination with SGR Manager for incorporation with appropriate plans.	X	Final
Chief Office Designee	Responsible for communication of business needs and objectives and to oversee the committee.	X	Final & executive review
Executive Team	Approve initial and final project prioritization criteria for SGR projects, new projects, and the combined project prioritization review. Conducts final executive review for budget requests and proposed allocations.		Final executive review

#### H. Investment Prioritization Guidelines:

Investment prioritization should be designed to support business objectives and priorities. The business goals and objectives provide guidance around expectations regarding service efforts and capital project emphasis. The business goals and objectives are intended to inform project prioritization criteria to allow projects to be ranked on their merits and how well they align with the overall business goals and objectives. The Executive Team will be responsible for producing overall business goals and objectives.

Project prioritization efforts are intended to quantify and qualify the projects based on their support of the business objectives, and corresponding risk factors. However due to project size, scope, and available funding, the projects may not necessarily be funded based solely on priority. The final funding allocation will be at the Executive Team's discretion and ultimately Board approval.

#### I. Plan Alignment

To provide a cohesive strategy UTA will need to coordinate certain plans with business goals and objectives. Below is a table that is intended to provide guidance on how the different plans could feed into each other to help maintain continuity between all the different departmental efforts.

Plan	Inputs	Outputs
Business Goals and Objectives	Stakeholder requirements and possible internal recommendations	Expectations revolving around service, goals, and priorities
Service Plans	Take expectations from business goals and objectives and develops appropriate service plans.	Provides vehicle needs to appropriate fleet management plans including capacity and quantity requirements for the service plans
Fleet Management Plans	Take vehicle capacity and quantity requirements from service plans and translates that into fleet management plans identifying overhaul needs/schedules if	Overhaul needs and replacement cycles are incorporated into the TAM Plan.

Plan	Inputs	Outputs
	appropriate and replacement cycles.	New/Expansion vehicle plans are provided to the Five-Year Capital Plan.
Facility Master Plan	Takes business goals and objectives and provides guidance around long-term facility needs including necessary remodels or new build projects needed to achieve anticipated future requirements.	Buildings that need to be remodeled will go through the TAM Process. Buildings that are new or expansion buildings will need to go through the new capital project process.
TAM Plan	Recommendations from fleet management plan and facility master plans as well as condition data from existing inventory.	Produces a project prioritization for SGR/TAM projects and consolidates information for incorporation into the five-year plan.
Five-Year Capital Plan	Takes project recommendations from the TAM plan including prioritization rankings and consolidates it with the new projects requests to develop an overall five-year capital plan.	Prioritized list of all capital projects to move forward to funding allocation.

J. Distinguishing Continuing Control from SGR (TAM) Efforts:

Since FTA C 5010.1E (Award Management Requirements) and 49 CFR 625 (Transit Asset Management Requirements) both contain language dealing with asset management that is conflicting in some cases and similar in other cases, this Policy seeks to distinguish the scope of the two federal regulations from one another. Continuing control of assets and management of transit assets are separate and distinct efforts.

Continuing Control requirements are covered under FTA Circular 5010.1E. Specifically, this FTA Circular contains asset inventory records requirements regarding physical protection and record keeping. It applies to federally funded assets with a value greater than \$5000. The responsibilities for the Continuing Control efforts are defined in the UTA SOP 2.1.3.1 Asset Recordkeeping and Continuing Control

Transit Asset Management (TAM) requirements are covered in the Code of Federal Regulations at 49 CFR 625. The TAM effort is primarily focused on the renewal and replacement of assets regardless of the funding source based on the classification of the asset as described in paragraph 3(E) above.

4) Cross-References

- Code of Federal Regulations at 49 CFR Part 625 Transit Asset Management Rule
- Agency SOP 2.1.3.1 Asset Recordkeeping and Continuing Control
- Board Policy 2.1 – Financial Management
- FTA Circular 5010.1E Award Management Requirements

This UTA Policy was reviewed by UTA’s Chief Officers on November 17, 2020, by the Board of Trustees on \_\_\_\_\_, and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

\_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

Approved as to form:

DocuSigned by:  
*Mike Bell*  
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Counsel for the Authority

**History**

Date	Action	Owner
10/2/2018	Adopted – Corporate Policy 2.1.16 Transit Asset Management & State of Good Repair	Manager of Capital Assets and Project Controls
	Rescinds - Corporate Policy 2.1.16 Transit Asset Management & State of Good Repair	Manager of Capital Assets and Project Controls
	Adopted - UTA.06.01 Transit Asset Management & State of Good Repair UTA Policy	Manager of Capital Assets and Project Controls



## 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 and TOD

**BOARD MEETING DATE:** February 24, 2021

<b>SUBJECT:</b>	<b>Annual Transit-Oriented Development (TOD) Report and Real Estate Inventory</b>
<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	Board of Trustees Policies 5.1 and 5.2 require annual reports for Real Estate and TOD, including results from the TOD System Analysis Tool and a property inventory.
<b>DISCUSSION:</b>	This report includes information through December 31, 2020 on all active TOD projects including land use metrics, investment data for UTA and its partners, and revenues from TOD projects. It includes the current results of the TOD System Analysis Tool, by reporting the top ten sites for each ranking (Overall, Growth Opportunity, and Affordable Housing). It also includes a summary of property activity for 2020 and an inventory of all UTA properties.
<b>FISCAL IMPACT:</b>	N/A
<b>ATTACHMENTS:</b>	1. Annual Transit-Oriented Development Report and Real Estate Inventory

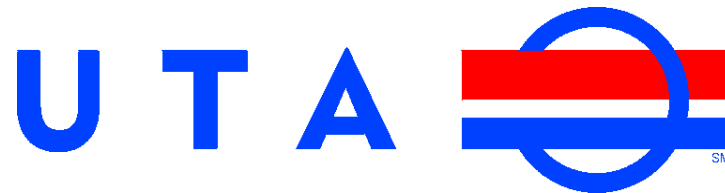


**Annual Report to the  
UTA Board of Trustees**

**In compliance with Board of Trustees Policy No 5.1 Section III (A)(5) and Exhibit A  
and  
Board of Trustees Policy No. 5.2 Section C**

**Annual Transit-Oriented Development Report  
and  
Real Estate Inventory**

**December 2020**



## Executive Summary

### Purpose

This annual report is provided to the UTA Board of Trustees (the “Board”) as information regarding UTA’s Transit-Oriented Development (“TOD”) activities and real property holdings. It is prepared and submitted to the Board to comply with the following Board of Trustees Policies (“BTP”):

- BTP 5.1: “The Authority will report the findings of the TOD System Analysis to the Board of Trustees at least once a year and on an as-needed basis.
- BTP 5.2: “The Executive Director will present an annual report to the Board of Trustees that includes an inventory of the Authority’s real property and a list of property acquisitions and dispositions occurring since the previous year’s report.

### Annual TOD Report

This report includes the current status of UTA’s TOD activities including development, investment, and revenue data associated with active projects. Those projects include TOD’s at the Sandy Civic Center TRAX Station, the Jordan Valley TRAX Station, the South Jordan FrontRunner Station, and the 3900 South Meadowbrook TRAX Station. This report also includes ranking results from the TOD System Analysis Tool. The purpose of which is to assist the Board in prioritizing UTA’s TOD efforts.

UTA and its partners have twelve phases of TOD completed or under construction. These projects total 1,275 residential units, 570,000 square feet of office, 50,000 square feet of retail, and a 192-room hotel. This constitutes nearly \$412 million in private investment and over \$21 million in UTA capital. UTA’s return to date totals \$25 million. UTA has also partnered with metropolitan planning organizations and several municipalities to further transportation and land use planning efforts around transit hubs.

Perhaps the most noteworthy event in 2020 for UTA’s TOD program is that the Utah State Legislature voted to remove the cap on UTA-involved TOD projects, demonstrating increased trust in the agency and encouragement for UTA to partner with communities to implement development centers around the State’s transit network.

### Real Estate Inventory

UTA owns and manages 2,311 acres of property with a book value of \$430 million. Included in this report is a listing of each property, including its classification, square footage, location, and other key data. Other UTA property interests are also summarized.

## 2019 Transit-Oriented Development (TOD) Annual Report

	Development Data					Investment Data			Revenue Data			
	Phase	Residential	Office	Retail	Hotel	Property Contributed	UTA Capital	Private Investment	2017-2018 Revenue	2019 Revenue	2020 Revenue	Revenue to Date
<b>Sandy Civic Center "The East Village"</b>	Phase 1	269 units	0 sf	5,000 sf	0 rooms	5.29 acres	\$ 1,382,072	\$ 39,746,097	\$ 3,502,431	\$ 75,623	\$ -	\$ 3,578,054
	Phase 2	0 units	60,000 sf	0 sf	0 rooms	2.37 acres	\$ 619,423	\$ 11,200,277	\$ 1,056,735	\$ 406	\$ -	\$ 1,057,141
	Phase 3	67 units	0 sf	0 sf	0 rooms	0.75 acres	\$ 196,804	\$ 15,249,677	\$ 1,167,477	\$ -	\$ -	\$ 1,167,477
	Phase 4	0 units	150,000 sf	0 sf	0 rooms	6.50 acres	\$ 1,698,840	\$ 32,693,470	\$ -	\$ 3,234,646	\$ 152,114	\$ 3,386,760
	Phase 5*	304 units	0 sf	10,000 sf	0 rooms	6.05 acres	\$ 1,580,316	\$ 83,449,337	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>640 units</b>	<b>210,000 sf</b>	<b>15,000 sf</b>	<b>0 rooms</b>	<b>20.96 acres</b>	<b>\$ 5,477,455</b>	<b>\$ 182,338,858</b>	<b>\$ 5,726,642</b>	<b>\$ 3,310,675</b>	<b>\$ 152,114</b>	<b>\$ 9,189,432</b>
<b>Jordan Valley Station</b>	Phase 1	270 units	0 sf	0 sf	0 rooms	7.50 acres	\$ 1,687,002	\$ 34,691,968	\$ 9,970,077	\$ -	\$ -	\$ 9,970,077
	Parking	0 units	0 sf	0 sf	0 rooms	0.00 acres	\$ 3,896,000	\$ -	\$ 5,170,537	\$ -	\$ -	\$ 5,170,537
	Phase 2*	207 units	0 sf	0 sf	0 rooms	2.43 acres	\$ 8,484,064	\$ 44,095,513	\$ -	\$ -	\$ -	\$ -
	Phase 3	0 units	0 sf	5,000 sf	0 rooms	1.50 acres	\$ 241,049	\$ 977,227	\$ -	\$ -	\$ 423,980	\$ 423,980
	<b>Subtotal</b>	<b>477 units</b>	<b>0 sf</b>	<b>5,000 sf</b>	<b>0 rooms</b>	<b>11.43 acres</b>	<b>\$ 14,308,115</b>	<b>\$ 79,764,708</b>	<b>\$ 15,140,614</b>	<b>\$ -</b>	<b>\$ 423,980</b>	<b>\$ 15,564,594</b>
<b>South Jordan Station "SoJo Station"</b>	Phase 1	0 units	180,000 sf	5,000 sf	0 rooms	5.20 acres	\$ 500,000	\$ 32,759,199	\$ -	\$ 139,408	\$ 91,040	\$ 230,448
	Phase 2	0 units	0 sf	5,000 sf	192 rooms	1.75 acres	\$ 500,000	\$ 47,264,118	\$ -	\$ 6,287	\$ 10,075	\$ 16,362
	Phase 3	0 units	180,000 sf	5,000 sf	0 rooms	4.55 acres	\$ 500,000	\$ 29,172,242	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>0 units</b>	<b>360,000 sf</b>	<b>15,000 sf</b>	<b>192 rooms</b>	<b>11.50 acres</b>	<b>\$ 1,500,000</b>	<b>\$ 109,195,559</b>	<b>\$ -</b>	<b>\$ 145,695</b>	<b>\$ -</b>	<b>\$ 246,810</b>
<b>Meadowbrook Station "The Hub of Opportunity"</b>	Phase 1	158 units	0 sf	15,000 sf	0 rooms	2.80 acres	N/A	\$ 40,248,790	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>158 units</b>	<b>0 sf</b>	<b>15,000 sf</b>	<b>0 rooms</b>	<b>2.80 acres</b>	<b>N/A</b>	<b>\$ 40,248,790</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Program Total</b>	<b>12 Phases</b>	<b>1,275 units</b>	<b>570,000 sf</b>	<b>50,000 sf</b>	<b>192 rooms</b>	<b>46.69 acres</b>	<b>\$ 21,285,570</b>	<b>\$ 411,547,915</b>	<b>\$ 20,867,257</b>	<b>\$ 3,456,370</b>	<b>\$ 576,094</b>	<b>\$ 25,000,836</b>

\* under construction

**Station Area Planning**

Initiated in 2020

Fashion Place West      Draper Towne Center  
1300 S Ballpark Station

**TOD System Analysis Tool**

The Utah Transit Authority, the Utah Department of Transportation, Wasatch Front Regional Council, and Mountainland Association of Governments have developed a tool to analyze and rank potential TOD sites according to criteria including Municipal Support, Accessibility, Market Strength, and Affordable Housing Need. Each site has been ranked three different ways: Overall TOD Ranking (composite score of all subcriteria), Growth Opportunity Ranking (focused on non-urban sites to encourage TOD land patterns), Affordable Housing Ranking (suitability for affordable housing projects). The top ten performing sites for each ranking are included in this report.

## 2020 TOD System Analysis Tool Results

	Station	Overall Score	Municipal Support	Accessibility	Market Strength	Affordable Housing Need
Overall TOD Ranking	1 West Jordan City Center	0.340	0.183	0.048	0.109	N/A
	2 Farmington	0.339	0.163	0.068	0.108	N/A
	3 Murray Central	0.314	0.166	0.090	0.057	N/A
	4 American Fork	0.312	0.128	0.035	0.150	N/A
	5 Orem Central	0.307	0.141	0.074	0.093	N/A
	6 Roy	0.288	0.143	0.055	0.090	N/A
	7 Midvale Fort Union	0.282	0.154	0.036	0.092	N/A
	8 Midvale Center	0.268	0.149	0.030	0.089	N/A
	9 Ballpark	0.244	0.110	0.111	0.023	N/A
	10 Draper Town Center	0.175	0.106	0.057	0.012	N/A
Growth Opportunity Ranking	1 West Jordan City Center	0.368	0.219	0.031	0.118	N/A
	2 American Fork	0.358	0.154	0.037	0.167	N/A
	3 Roy	0.332	0.172	0.064	0.095	N/A
	4 Historic Sandy	0.188	0.121	0.043	0.025	N/A
	5 Lehi	0.186	0.122	0.049	0.015	N/A
	6 Draper Town Center	0.167	0.127	0.026	0.014	N/A
	7 Fashion Place West	0.167	0.113	0.050	0.004	N/A
	8 5651 W Old Bingham Hwy	0.157	0.108	0.022	0.028	N/A
	9 Pleasant View	0.145	0.127	0.012	0.006	N/A
	10 2700 W Sugar Factory Rd	0.132	0.103	0.026	0.003	N/A
Affordable Housing Ranking	1 Murray Central	0.504	0.200	0.066	N/A	0.238
	2 Midvale Fort Union	0.460	0.170	0.034	N/A	0.257
	3 Ballpark	0.443	0.178	0.117	N/A	0.148
	4 West Jordan City Center	0.430	0.208	0.052	N/A	0.170
	5 Fashion Place West	0.412	0.166	0.030	N/A	0.217
	6 Farmington	0.407	0.173	0.068	N/A	0.167
	7 Draper Town Center	0.407	0.168	0.072	N/A	0.167
	8 Midvale Center	0.406	0.165	0.022	N/A	0.219
	9 Lehi	0.386	0.183	0.036	N/A	0.167
	10 Kimballs Lane	0.386	0.151	0.068	N/A	0.167

**Report to the UTA Board of Trustees  
REAL ESTATE INVENTORY**

December 2020

***UTA Owned Properties***

UTA owns 818 properties with a book value of \$430,400,698.

UTA disposed of 2.24 acres and acquired 25.11 acres of property in 2020.

***Book Value of UTA Properties*** **\$430,400,698**

***Total Acreage of Properties*** **2,311 acres**

***Breakdown of Property Category***

*(Properties have been reclassified to comply with board policy)*

Transit Critical (TC)	<b>2,311 acres</b>
Transit-Oriented Development (TOD)	<b>121 acres</b>
Surplus (S)	<b>0 acres</b>

**PROPERTY CATEGORY DEFINITIONS**

Transit Critical (TC): any interest in real property, including, without limitation, fee simple ownership, leasehold, easement, franchises, and licenses that is now needed or may be needed in the future for the provision of transit services within the Authority's district.

Transit-Oriented Development (TOD): any interest in real property acquired by the Authority designated for Transit-Oriented Development.

Surplus (S): properties that have been identified as having no current or future transit use and no potential for Transit-Oriented Development.

***Incidental Uses of Properties***

UTA licenses and leases property to third parties such as private businesses, individuals, utility companies and municipalities. These Licenses / Leases are summarized as follows:

	<u>Effective</u>	<u>In Process</u>	<u>Total</u>
Licenses and leases as of 12/31/2019 (incl. assigned from UPRR)	3,162	48	3,210

## ***Asset Protection Activities***

Physical inspections during past 12 months:

- Tintic Branch
- DRGW right of way
- Ogden property
- Central Ave. Sliver Parcel
- Bingham Industrial Lead / Dalton & Garfield Branch
- Trax Extension (1000 S. - Point of the Mountain)
- Trax Extension (Point of Mountain – Lindon)
- Sugarhouse Branch
- Various occupied and unoccupied structures throughout Utah, SL, Davis, and Weber Counties
- Various vacant parcels throughout Utah, SL, Davis, Weber, and Box Elder Counties

## ***Other UTA Property Interests***

	<u>Number</u>	<u>Nature</u>
License or Leasehold interests with third party owners	18	<ul style="list-style-type: none"> <li>• “Parking Lot Use Agreement” w/ U of U – for 236 parking stalls @ U of U / LDS Institute parking structure</li> <li>• 99 Year lease for TPSS site</li> <li>• Eleven cell tower sites</li> <li>• Rose Canyon access</li> <li>• Meadowbrook storage access</li> <li>• Park and Ride Lots (3900 S Wasatch, Provo Mall and SLC Hub)</li> <li>• Tooele Bus Depot access</li> <li>• Daybreak Park and Ride Lease</li> </ul>
Easements	147	<ul style="list-style-type: none"> <li>• Airport Light Rail = 5 easements</li> <li>• Bus Rapid Transit = 1 easement</li> <li>• Bus Shelters = 33 easements</li> <li>• Commuter Rail North = 17 easements</li> <li>• Commuter Rail South = 57 easements</li> <li>• Depot District = 1 easement</li> <li>• Draper Light Rail = 9 easements</li> <li>• FrontRunner North Ext = 1 easement</li> <li>• Mid-Jordan Light Rail = 10 easements</li> <li>• North South Light Rail = 3 easements</li> <li>• Trax Power Substation= 1 easement</li> <li>• West Valley Light Rail = 9 easements</li> </ul>
Shared park & ride arrangements with Third party parking lot owners	128	<ul style="list-style-type: none"> <li>• LDS Church, UDOT, SL County, Valley Fair Mall, South Towne Mall, Layton Hills Mall, Newgate Mall</li> </ul>

## Real Estate Inventory List Key

**Project** Identifies the UTA project with which the property is associated.

ALRT - Airport Light Rail

BRT - Bus Rapid Transit

CF- Communications Facility

COM-S - Commuter Rail South

DRLRT - Draper Light Rail

FTU- Future Transit Use

MF- Maintenance Facility

NSLRT- North South Light Rail

PIH - Provo Intermodal Hub

SP-1591- 1300 E 500 S Lft Turn

TC- Transfer Center

UPRR- Union Pacific Rail Road

BPR- Bus Park & Ride

BS- Bus Shelter

COM-N - Commuter Rail North

DD- Depot District Central Garage

EIM - Eimco (Front Line Headquarters)

JVTOD- Jordan Valley Transit Oriented Development

MJLRT - Mid-Jordan Light Rail

OIH - Ogden Intermodal Hub

SLIM - Salt Lake Intermodal Hub

Sugarhouse- Sugarhouse Trolley

ULRT- University Light Rail

WVLRT - West Valley Light Rail

**Project Code** Identifies the abbreviation of which City the parcel is in or the corresponding project, and will be linked to a project number to assist in locating property on map

**Project Number** Property map identification number

**Category** Identifies the property category as either Transit Critical (TC), Transit-Oriented Development (TOD), or Surplus (S).

**Fee SqFt** Identifies the square footage of the land parcel

**Street Address** Identifies the address or other location description of the property

**City** Identifies the city within which the property is located

**Bond** Indicates whether or not the property is partially funded with bond money

**Fed** Indicates whether or not the property is partially funded with federal money

**Un/Developed** Indicates whether the property is currently undeveloped or is developed for transit use

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
ALRT	AP	006:A,;2A thru :13A	TC	491,612	(A-9A)3000, (10-13A) 4000 W North Temple; (As of 2013 - 51 N Bangerter Hwy, 3700 & 3701 W. Terminal Drive, 3180 W. I-80 WEST FWY, 3121 & 3119 & 3117 & 3527 & 3325 W. North Temple St)	Salt Lake	No	No	Developed
ALRT	AP	012, 012:E	TC	4,308	2185 W. North Temple Street	Salt Lake	Yes	No	Developed
ALRT	AP	138, 140, 145, 147, 148, 148:E	TC	81,178	540, 594, 564, 558 W. North Temple (-013 = 140 N 600 W; -014 = 126 N 600 W; -015 = 118 N 600 W; -017	Salt Lake	Yes	No	Developed
ALRT	AP	139	TC	4,792	112 N. 600 W.	Salt Lake	No	No	Developed
ALRT	AP	141, 141:E 146, 146:E	TC	77,101	579 W North Temple	Salt Lake	No	No	Developed/Undeveloped
ALRT	AP	149	TC	85,729	155 N. 500 W.	Salt Lake	No	No	Developed
ALRT	AP	155:5, AP-200 North	TC	9,721	Approx. 200 North to 300 North along 500 West (As of 2015 - 202 N 500 W & 485 W 300 N)	Salt Lake	No	No	Developed
BPR	BPR	001	TC	198,198	2054, 2044 E 9400 S	Sandy	No	Yes	Developed
BPR	BPR	002	TC	40,075	9517 S Highland Dr	Sandy	No	Yes	Developed
BPR	BPR	003	TC	130,680	Riverdale Frontage Road	Riverdale	No	Yes	Developed
BRT	BRT	003	TC	82	3490 S. 8000 W.	Magna	Yes	Yes	Developed



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
BRT	BRT	006, 006:E, 006:2E	TC	529	900 W. 3300 S. (SE Corner) (3415 S. per 2012 tax notice.)	South Salt Lake	No	No	Developed
BRT	BRT	050	TC	73,486	6176 S. 5600 W.	West Valley	Yes	No	Undeveloped
BRT	BRT	051	TC	99,621	5527 W. 3500 S.	West Valley	No	No	Developed
BRT	FTU	026, RMP Easement Wright Subdivision	TC	43,560	3616 S. Market St (2825 W Lehman Ave. per 2012 tax notice.)	West Valley	No	No	Developed
BRT - Ogden	MSP185	152	TC	35,284	3205 Harrison Blvd.	Ogden	No	No	Developed
BRT - Ogden	MSP185	Pending	TC	17,860	1341 County Hills Drive	Ogden	No	Yes	Developed
BS	FTU	017, 017:E	TC	101	1050 W. Riverdale Rd.	Riverdale	No	Yes	Developed
BS	FTU	018, 018:E	TC	60	5570 South 1900 West	Roy	No	Yes	Developed
BS	FTU	020, 020:E	TC	77	20 E. Winchester	Murray	No	No	Developed
BS	FTU	028	TC	93	Bus Shelter Location - 4435 S. Highland Dr. (1760 E Osage Orange Ave. per 2012 tax notice)	Salt Lake	No	Yes	Developed
BS	FTU	1360, 1360:E	TC	71	1360 East 1450 South	Layton	No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
BS	FTU	2, 2:E	TC	116	880 W. Riverdale Road	Riverdale	No	No	Developed
BS	FTU	5311, 5311:E	TC	19	5311 S. State Street	Murray	No	No	Developed
BS	FTU	955, 955:E	TC	103	955 West 12th Street	Ogden	No	No	Developed
CF	CF	001	TC	2,062,130	SW SL County / NW Utah County		No	No	Developed
CF	CF	002	TC	51,400	Top of Little Mountain	Weber	No	No	Developed
COM-N	AMEND:10	001	TC	680	UTA XO X120(600 North)	SL County	No	Yes	Developed
COM-N	AMEND:10	002	TC	299	1050 North Grade Crossing	SL County	No	Yes	Developed
COM-N	AMEND:10	003	TC	265	UTA To T120 to Yard Trk 103	SL County	No	Yes	Developed
COM-N	AMEND:10	004	TC	4,263	I-15 SLC Sliver, Sec 14, T1N, R1W	SL County	No	Yes	Developed
COM-N	AMEND:10	005	TC	4,996	I-15 Ogden Sliver, Sec 31, T6N, R1W		No	Yes	Developed
COM-N	AMEND:10	006	TC	540	UTA To T910 to UTA Storage Trk#2		No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	AMEND:10	007	TC	217	UTA To T940 & T960 To UTA #2		No	Yes	Developed
COM-N	AMEND:10	008	TC	47,730	UDOT M-2038(001)		No	Yes	Developed
COM-N	AMEND:10	009	TC	12,881	UDOT NS-560(1)		No	Yes	Developed
COM-N	AMEND:10	010	TC	3,193	UPRR 03-099-0018 (Sliver adjacent M-2038(001))		No	Yes	Developed
COM-N	AMEND:10	011	TC	66,857	Cecil Junction to 15th Street Ogden	Ogden	No	Yes	Developed
COM-N	CLD	002	TC	22,367	1700 S. 1000 E.	Clearfield City	No	No	Developed
COM-N	CLD	003	TC	3,636	approx. 1600 s 900 E	Clearfield	Yes	No	Developed
COM-N	CLD	006	TC	1,307	1080 South 550 East	Clearfield	No	Yes	Undeveloped
COM-N	CLD	007	TC	3,485	1078 South 550 East (approx.)	Clearfield	Yes	Yes	Developed
COM-N	CLD	008, 009, 010	TC	17,313	430 East 700 South	Clearfield	Yes	Yes	Developed
COM-N	CLD	011	TC	4,356	840 West 700 North	Clearfield	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	CLD	012	TC	3,485	122 West 350 North	Clearfield	Yes	Yes	Developed
COM-N	CLD	014	TC	1,307	305 East 700 South	Clearfield	Yes	Yes	Developed
COM-N	CLD	015	TC	436	650 South Depot Street	Clearfield	Yes	Yes	Developed
COM-N	CLD	063	TC	240	South of Antelope 1000 East	Clearfield	No	Yes	Developed
COM-N	FAR	034	TC	5,349	Southwest quadrant Burke Lane at Interstate 15	Farmington	Yes	Yes	Developed
COM-N	FAR	034B	TC	3,466	Southwest quadrant Burke Lane	Farmington	Yes	Yes	Developed
COM-N	FAR	15-7:12:AQ	TOD	199,332	450 N. 850 W.	Farmington	No	No	Developed
COM-N	FAR	15-7:13D:Q	TOD	181,651	450 N. 850 W.	Farmington	No	No	Developed
COM-N	KAY	008	TC	871	151 North 600 West	Kaysville	Yes	Yes	Developed
COM-N	KAY	038, 038:E	TC	526	Approx. 5000 South of Old Mill Lane	Kaysville	Yes	Yes	Developed
COM-N	KAY	039	TC	128	Approx. Old Mill Village Phase 2A Open Space A	Kaysville	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	KAY	066	TC	360	520 North 900 West	Kaysville	Yes	Yes	Developed
COM-N	LTN	002	TC	2,538	200 S Main St.	Layton	Yes	Yes	Developed
COM-N	LTN	003:T	TC	20,471	170 South Main Street	Layton	Yes	Yes	Developed/Undeveloped
COM-N	LTN	004:T	TC	37,073	164 South Main Street	Layton	Yes	Yes	Developed
COM-N	LTN	009:T	TC	83,192	36 South Main Street	Layton	Yes	Yes	Developed
COM-N	LTN	010:T	TC	30,263	130 West Gentile Street	Layton	No	Yes	Developed
COM-N	LTN	011	TC	3,325	133 West Gentile Street	Layton	No	Yes	Developed
COM-N	LTN	012	TC	1,457	145 W Gentile Street	Layton	Yes	Yes	Developed
COM-N	LTN	013	TC	104	175 Gentile St	Layton	Yes	Yes	Developed
COM-N	LTN	020	TC	764	377 N. Main St	Layton	Yes	Yes	Developed/Undeveloped
COM-N	LTN	026	TC	1,022	1033 West Hillfield Road	Layton	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	LTN	029	TC	3,549	200 West Gordon Avenue	Layton	Yes	Yes	Developed
COM-N	LTN	089, 089:E, 089:2E	TC	83	1755 N Celia Way, Layton 84041	Layton	Yes	No	Developed
COM-N	LTN	090, 90:E, 90:2E	TC	16	1759 N Celia Way	Layton	Yes	No	Developed
COM-N	LTN	100	TC	295	943 South 250 East	Layton	Yes	Yes	Developed
COM-N	NSL	004	TC	852	100 West Center Street	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	012	TC	174	approx. 100 North West of Main	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	012A	TC	326	approx. 100 North West of Main	North Salt Lake	No	No	Developed
COM-N	NSL	016	TC	2,773	685 North Main	North Salt Lake	No	Yes	Developed
COM-N	NSL	017	TC	7,606	25 East Pacific Avenue	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	018	TC	9,784	20 East Union Avenue	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	019	TC	16,169	25 East Union Avenue	North Salt Lake	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	NSL	020	TC	896	130 East 1100 North	North Salt Lake	Yes	Yes	Developed
COM-N	OGD	014	TC	593	Address not assigned, Ogden	Ogden	Yes	Yes	Developed
COM-N	OGD	040	TOD	403,540	22nd - 23rd St West of Wall Ave.	Ogden	No	Yes	Developed/Undeveloped
COM-N	OGD	055	TC	829	approx. 1700 South Glasgow Avenue	Ogden	No	Yes	Developed
COM-N	OGD	057	TC	7,472	approx. 1700 South Glasgow Avenue	Ogden	No	Yes	Developed
COM-N	OGD	058	TC	414	424 W. 17th Street	Ogden	No	Yes	Developed
COM-N	OGD	061	TC	151	424 W. 17th Street	Ogden	No	Yes	Developed
COM-N	PLV	009	TC	114	2650 North 1150 West	Pleasant View	Yes	Yes	Developed
COM-N	PLV	010 & 013	TC	49,223	1157 West 2700 North	Pleasant View	Yes	Yes	Developed
COM-N	PLV	011	TC	1,405	2660 North 1150 West	Pleasant View	Yes	Yes	Developed
COM-N	PLV	015	TC	382,631	1100 W. 2700 N.	Pleasant View	Yes	Yes	Developed/Undeveloped

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROW:UP	001	TC	2,128,777			No	Yes	Preserved Corridor
COM-N	ROY	001	TC	4,131	2365 West 6000 South	Roy	No	Yes	Developed
COM-N	ROY	021	TC	369	5189 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	022	TC	456	5177 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	023	TC	419	5159 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	024	TC	392	5147 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	025	TC	395	5129 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	026	TC	431	5105 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	027	TC	428	5099 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	028	TC	451	5089 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	029	TC	282	5077 South 2675 West	Roy	Yes	Yes	Developed



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	030	TC	224	5065 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	031	TC	214	5057 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	032	TC	140	5045 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	033	TC	107	5039 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	034	TC	115	5033 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	035	TC	75	5021 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	036	TC	86	5015 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	037	TC	149	5007 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	038	TC	202	5001 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	039	TC	168	4997 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	040	TC	199	4977 South 2675 West	Roy	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	041	TC	188	4969 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	042	TC	233	4961 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	043	TC	335	4951 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	044	TC	367	4949 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	045	TC	444	4939 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	046	TC	398	4919 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	047	TC	429	4901 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	048	TC	469	4897 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	049	TC	475	4877 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	050	TC	446	4875 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	051	TC	370	4863 South 2675 West	Roy	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	052	TC	234	4851 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	053	TC	54	4841 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	055	TC	456	4809 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	056	TC	671	2684 West 4800 South	Roy	Yes	Yes	Developed
COM-N	ROY	057	TC	347	4777 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	058	TC	409	4765 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	059	TC	374	4753 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	060	TC	307	4741 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	061	TC	297	4733 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	062	TC	344	4721 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	063	TC	368	4713 South 2675 West	Roy	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	105:T	TC	4,227	706 West 4075 South	Roy	Yes	No	Developed
COM-N	ROY	106:T	TOD	884,707	2450 West 4000 South	Roy	Yes	Yes	Developed/Undeveloped
COM-N	ROY	110	TC	18,669	3900 South to 1900 west	Roy	No	Yes	Developed
COM-N	ROY	111	TC	4,074	approx. 2000 West 3650 South	Roy	No	No	Developed
COM-N	ROY	111B	TC	662	approx. 2000 West 3650 South	Roy	No	No	Developed
COM-N	ROY	112	TC	337	Approx. 2460 West 4000 South	Roy	Yes	No	Developed
COM-N	SLC	020	TC	51,401	476 West 200 North	Salt Lake	Yes	Yes	Developed
COM-N	SLC	021	TC	7,811	476 West 200 North (202 N 500 W per 2012 & 2015 tax notice.) (249 N 490 W Plat Map 2017)	Salt Lake	Yes	Yes	Developed
COM-N	SLC	021B	TC	2,178	476 West 200 North (now 202 N. 500 W. per 2012 tax notice.)	Salt Lake	Yes	Yes	Developed
COM-N	SLC	022	TC	42,689	476 West 200 North (485 W 300 N per tax notice 2015), (495 W 300 N Plat Map 2017)	Salt Lake	Yes	Yes	Developed
COM-N	SLC	023	TC	30,928	476 West 300 North (454 N 500 W per 2012 tax notice.)	Salt Lake	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	SLC	024	TC	29,621	476 West 500 North (452 N 500 W per 2012 tax notice)	Salt Lake	Yes	Yes	Developed
COM-N	SNT	089	TC	52	2191 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	090	TC	118	2205 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	091	TC	141	2219 North 450 West	Sunset	Yes	No	Developed
COM-N	SNT	092	TC	161	2233 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	093	TC	181	2247 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	094	TC	201	2261 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	095:T	TC	9,148	2300 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	096	TC	365	2331 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	096B, 96:BE	TC	40	482 West 2300 North	Sunset	Yes	Yes	Developed
COM-N	SNT	096D	TC	206	482 West 2300 North	Sunset	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	SNT	097	TC	175	2353 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	098	TC	242	2367 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	099	TC	202	2383 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	100	TC	199	2397 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	101	TC	190	2413 North 475 West	Sunset	No	Yes	Developed
COM-N	SNT	102	TC	148	2429 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	103	TC	273	2441 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	104	TC	385	2443 North Sequoia Drive	Sunset	Yes	Yes	Developed
COM-N	SNT	105	TC	515	SW Terminus of Santa Ana Street west of 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	106	TC	10,368	Approx. 2450 North 475 West	Sunset	Yes	Yes	Developed
COM-N	WBL	004	TC	130,244	Approx. 350 N. I-15 Southbound On Ramp	West Bountiful	No	No	Undeveloped

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	WBL	005	TC	130,244	Approx. 300 N. I-15 Southbound On Ramp	West Bountiful	No	No	Undeveloped
COM-N	WBL	023	TC	456	1168 North 550 West	West Bountiful	Yes	Yes	Developed
COM-N	WBL	045	TC	469	approx. 1800 North 500 West	West Bountiful	Yes	Yes	Developed
COM-N	WBL	045:B, 045:E	TC	121	Approx. 1800 North 500 West	West Bountiful	Yes	Yes	Developed
COM-N	WBL	045:D	TC	84	Approx. 1800 North 500 West	West Bountiful	No	Yes	Developed
COM-N	WBL	046	TC	252	500 South, 1100 West to I-15	West Bountiful	No	No	Developed
COM-N	WCU	001	TC	690	approx. 1850 West 3300 South	Weber County	No	Yes	Developed
COM-N	WCU	002	TC	523	1561 West 3300 South	Weber County	Yes	Yes	Developed
COM-N	WCU	005	TC	871	1440 West 3300 South	Weber County	Yes	Yes	Developed
COM-N	WX	001	TC	28	Approx. 1000 West 2600 South	Woods Cross	Yes	Yes	Developed
COM-N	WX	002	TC	22,664	245 E. 1100 N.	Woods Cross	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	WX	005	TC	113	2224 South 925 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	005:B	TC	75	2224 South 925 West	Woods Cross	No	Yes	Developed
COM-N	WX	035, 035:B	TC	902	885 West 1500 South Street	Woods Cross	Yes	Yes	Developed
COM-N	WX	052	TC	395	1104 South 800 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	053	TC	488	1088 South 800 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	054	TC	2,515	1040 South 800 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	055	TC	365	986 South 800 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	056	TC	5,227	960 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	057	TC	98,010	918 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	058:T	TC	90,169	898 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	059:T	TC	42,253	826 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	WX	060:T	TC	14,375	800 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	061, 061:T	TC	56,716	784 South 800 West	Woods Cross	No	Yes	Developed/Undeveloped
COM-N	WX	062	TC	124,320	766 W. 700 S.	Woods Cross	Yes	No	Developed/Undeveloped
COM-N	WX	063:T	TC	69,565	728 West 700 South	Woods Cross	No	Yes	Developed/Undeveloped
COM-N	WX	065, 066, 066EQ	TC	1,228	700 South 800 West	Woods Cross	No	Yes	Developed
COM-N	WX	067	TC	172	Corner of 700 South and 800 West	Woods Cross	No	Yes	Developed
COM-S	AMEND:11	001	TC	29,549	MP 757.25 to 757.28 and 705.73 to 706.10 Lakota Jct, - Eliminate Pinch & Relocate	Provo	No	No	Developed
COM-S	AMEND:11	002	TC	1,504	MP 757.11 to 757.18 Lakota Jct, - Eliminate Pinch & Relocate	Provo	No	No	Developed
COM-S	AMEND:11	003	TC	56,279	MP 711.02 - 711.95		No	No	Developed
COM-S	AMEND:11	004	TC	10,937	MP 713.13 - 714.40 - Tract 1	American Fork	No	No	Developed
COM-S	AMEND:11	005	TC	69,511	MP 713.13-714.40 - Tract 2	American Fork	No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMEND:11	006	TC	107,967	MP 715.01 - 716.53	Lehi	No	No	Developed
COM-S	AMEND:11	007	TC	12,239	MP 717.25-717.55 - Tract 1	Lehi	No	No	Developed
COM-S	AMEND:11	008	TC	18,191	MP 717.04-717.23 - Tract 2	Lehi	No	No	Developed
COM-S	AMEND:11	009	TC	7,592	MP 716.61-716.69 - Tract 3	Lehi	No	No	Developed
COM-S	AMEND:11	010	TC	5,520	MP 716.55-716.60 Tract 4	Lehi	No	No	Developed
COM-S	AMEND:11	011	TC	198,581	Mesa Siding relocation & South Jordan Narrows MP 719.65 to 721.85		No	No	Developed
COM-S	AMEND:11	012	TC	383,930	Relocate UPRR to the East (722.11 to 724.53)		No	No	Developed
COM-S	AMEND:11	013	TC	47,012	MP 725.40 - 726.31		No	No	Developed
COM-S	AMEND:11	014	TC	12,307	Sliver Parcel (not in 2002 PSA) MP 728.61 to 728.68 CONVEYED BY UDOT AFTER 2002 SALE		No	No	Developed
COM-S	AMEND:11	015	TC	4,741	MP 732.08 - 732.32 - Tract 1		No	No	Developed
COM-S	AMEND:11	016	TC	59	MP 732.03 - 732.04 - Tract 2		No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMEND:11	017	TC	418,960	R/W swap and South Jordan Orange Area (6.2 map 5) MP 732.04-732.08		No	No	Developed
COM-S	AMEND:11	018	TC	10,312	UTA Curve 1520 (North of 9000 South) MP 732.90 to 733.12		No	No	Developed
COM-S	AMEND:11	019	TC	64,708	MP 733.88 to 734.96		No	No	Developed
COM-S	AMEND:11	020	TC	2,878	Curve 1640 (South of 5900 South) MP 736.44 to 736.57		No	No	Developed
COM-S	AMEND:11	021	TC	164,103	Sliver Parcel (not in 2002 PSA) MP 738.02 to 738.25 EXCEPTED OUT, NOT A SLIVER PARCEL		No	No	Developed
COM-S	AMEND:11	022	TC	202,327	MP 741.57 to 742.28		No	No	Developed
COM-S	AMEND:11	023	TC	6,308	MP 752.32-752.40		No	No	Developed
COM-S	AMEND:12	001	TC	25,258	Salt Lake County, Provo Subdivision, 3.4c (Midvale Pinch 735.84-736.18)	Midvale	No	No	Developed
COM-S	AMEND:12	002	TC	52,117	Salt Lake County, Provo Subdivision, 3.4c (South of 1300 S 743.57 to 743.63 & 1300 S. to Martin Resources 743.64 to 743.76 & SLC 34 743.75 to 743.81)	Salt Lake	No	No	Developed
COM-S	AMEND:12	003	TC	38,088	Salt Lake County, Provo Subdivision, 3.4c	Salt Lake	No	No	Developed
COM-S	AMEND:12	004	TC	5,524	Salt Lake County, Provo Subdivision, 3.4c	Salt Lake	No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMF	001	TC	67,407	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	004	TC	117,399	200 North 2600 West	Lindon	Yes	No	Developed
COM-S	AMF	007, 006:E, 007:E, 007:2E, 007:3E	TC	1,251	Portion of 6400 North 56050 West	American Fork	No	No	Developed
COM-S	AMF	009, 010	TC	28,312	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	011, 011:E	TC	28,446	5296 W. 6400 N.	American Fork	Yes	No	Undeveloped
COM-S	AMF	012	TC	1,729	1300 S 500 E	American Fork	Yes	No	Developed
COM-S	AMF	013	TC	33,934	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	014, 014:ST	TC	66,228	1150 South 500 East Near American Fork	American Fork	Yes	No	Developed
COM-S	AMF	015	TC	3,514	398 E. 1100 S.	American Fork	Yes	No	Developed
COM-S	AMF	016	TC	28,998	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	017, 018, 019	TC	63,508	850 N. 860 E.	American Fork	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMF	020	TC	35,290	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	021, 021:E, 021:2E	TC	44,074	7405 N. 5750 W.	American Fork	Yes	No	Developed
COM-S	AMF	022	TC	3,225	500 S. 100 W.	American Fork	Yes	No	Developed
COM-S	AMF	023, 024, 025, 026, 027, 028, 028:ST	TC	18,925	383 S., 415 S., 417 S., 431 S., 433 S., 50 West Circle	American Fork	Yes	No	Developed
COM-S	AMF	029, 030	TC	8,037	Approx. 400 S 100 W	American Fork	Yes	No	Developed
COM-S	AMF	031, 031:E, 032, 032:E	TC	14,465	American Fork	American Fork	No	No	Developed
COM-S	AMF	033	TC	3,118	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	049; 049:E	TC	10,816	463 W. 200 S.	American Fork	Yes	No	Developed
COM-S	AMF	051	TC	20,405	410 W. 200 S.	American Fork	Yes	No	Developed
COM-S	AMF	052	TC	24,221	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	053, 054, 055	TC	27,924	6670 W. 7750 N. & 7086 W. 7750 N. & 7110 W. 7750 N.	American Fork	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMF	056 (Parcel 2)	TC	20,000	6786 W. 7750 N.	American Fork	Yes	No	Developed
COM-S	AMF	056 (Parcel 1)	TC	313,234	6786 W. 7750 N.	American Fork	Yes	No	Undeveloped
COM-S	AMF	058, 059	TC	75,505	7800 N. 6800 W. & American Fork UT, 84003	American Fork	No	No	Developed
COM-S	AMF	060	TC	8,146		American Fork	No	No	Developed
COM-S	AMF	066	TC	2,903	6500 North 5300 West	American Fork	Yes	No	Developed
COM-S	BLU	001, 001:E, 038:E	TC	10,555	Approx. 900 W. 1700 S.	Bluffdale	No	No	Developed
COM-S	BLU	002, 002B	TC	50,990	1302 West Jordan Narrows Road (16400 S. Pony Express Rd. per 2012 tax notice)	Bluffdale	Yes	No	Developed
COM-S	BLU	006, 008	TC	33,886	16311 S Camp Williams Rd. (16200, 16400 S. Pony Express Rd. per 2012 tax notices)	Riverton	Yes	No	Developed
COM-S	BLU	009	TC	8,458	1361 W 16101 S	Bluffdale	Yes	No	Developed
COM-S	BLU	015, 015:E, 015:2E, 040	TC	14,446	1300 W. 15200 S. (15000 S. per 2012 tax notice)	Bluffdale	Yes	No	Developed
COM-S	BLU	016, 016B, 016:2E, 016:3E, 017, 017B, 017:2E, 017:3E	TC	5,526	14820 S 1300 W9 (2013 - 14844 & 14996 S 1300 W)	Bluffdale	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	BLU	018	TC	70,928	14871 S. 1300 W.	Riverton	No	No	Developed
COM-S	BLU	019, 020	TC	2,047,473	1269 West 14600 South	Bluffdale	No	No	Undeveloped
COM-S	BLU	023	TC	18,876	800 W. 14600 S.	Bluffdale	Yes	No	Developed
COM-S	BLU	024	TC	1,680	1012 W. 14600 S.	Bluffdale	Yes	No	Developed
COM-S	BLU	029	TOD	256,133	613 W. 13300 S.	Draper	No	No	Developed/Undeveloped
COM-S	BLU	031	TC	648	451 West 13124 South (2013 - 12673 Vista Station Blvd)	Bluffdale	No	No	Developed
COM-S	BLU	032	TC	455	451 West 13124 South (2013 - 12673 Vista Station Blvd)	Bluffdale	No	No	Developed
COM-S	BLU	033, 33:2, 33:3	TC	3,621	16131 S. Camp Williams Rd.	Bluffdale	Yes	No	Developed
COM-S	BLU	034, 035, 035:ST	TC	71,249	1200 W 16000 S (15200 S Pony Express Rd. per 2012 tax notice)	Bluffdale	Yes	No	Developed
COM-S	BLU	041	TC	7,085	15500 South 1300 West	Bluffdale	No	No	Developed
COM-S	BLU	044	TC	772	15301 S. 1300 W.	Bluffdale	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	DRA	001, 001:B, 001:E	TC	33,164	438 W. 12300 S.	Draper	Yes	No	Developed
COM-S	DRA	002	TC	6,067	477 West 12300 South	Draper	No	No	Developed
COM-S	DRA	005:T, 007:T	TC	13,649	484 West 12300 South (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	006:T	TC	1,221	482 West 12301 South (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	008:T	TC	4,653	472 West 12300 South (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	009:T	TC	61,043	490 West 12101 South (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	010:T	TC	5,977	11875 South 700 West (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	011:T	TC	4,235	11875 S 700 West	Draper	No	No	Developed
COM-S	DRA	012, 012:E, 012:2E	TC	35,314	11875 S. 700 W.	Draper	Yes	No	Undeveloped
COM-S	DRA	013, 013:E	TC	51,948	11713 S. 700 W. (425 w 11400 S per 2012 tax notice)	Draper	Yes	No	Developed
COM-S	DRA	015	TC	2,747	501 W 12300 S	Draper	Yes	No	Developed



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	DRA	016	TC	359	12225 South Galena Park Blvd	Draper	Yes	No	Developed
COM-S	DRA	018:T	TC	40,458	483 West 12300 South	Draper	No	No	Developed
COM-S	LEH	002, 002:E, 002:2E	TC	395	700 S. Center Street	Lehi	Yes	No	Developed
COM-S	LEH	008, 008:E; 008:B, 008:2E	TC	97	431 W. 200 S.	Lehi	Yes	No	Developed
COM-S	LEH	009, 009:E, 010B	TC	1,654	404 W. 200 S.	Lehi	Yes	No	Developed
COM-S	LEH	010:ST, 010:A	TC	4,050	143 S. 400 W.	Lehi	Yes	No	Developed
COM-S	LEH	011	TC	869	411 W. 100 S.	Lehi	Yes	No	Developed
COM-S	LEH	012, 082	TC	1,455	portion of 420 W. 100 S.	Lehi	Yes	No	Developed
COM-S	LEH	013, 013:E	TC	1,474	441 West Main Street (part of) .0338 Acres	Lehi	No	No	Developed
COM-S	LEH	014:T, 014B	TC	1,288	430 W. Main & 41 N. 400 W.	Lehi	Yes	No	Developed
COM-S	LEH	015:T, 015B	TC	555	65 N. 400 W.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	016	TC	8	Rodeo/500 W.	Lehi	No	No	Developed
COM-S	LEH	017	TC	32	Rodeo/ 500 W.	Lehi	No	No	Developed
COM-S	LEH	018:T; 018B	TC	1,070	93 N. 400 W.	Lehi	Yes	No	Developed
COM-S	LEH	022, 022:E	TC	2,178		Lehi	No	No	Developed
COM-S	LEH	023, 023:E	TC	414	WD/Allred Park	Lehi	Yes	No	Developed
COM-S	LEH	024	TC	3,495	WD/Allred Park	Lehi	No	No	Developed
COM-S	LEH	025	TC	9,625	620 N. Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	026, 026:E, 026:2E	TC	13	644 N Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	027, 027:E, 027:2E	TC	618	660 N. Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	028, 028:E, 28:2E	TC	422	680 N. Woods Drive	Lehi	Yes	No	Developed
COM-S	LEH	029, 029:E, 029:2E	TC	422	706 N. Woods Dr.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	030, 030:E, 030:2E, 030:3E	TC	433	726 N. Woods Drive	Lehi	Yes	No	Developed
COM-S	LEH	031, 031:E, 031:2E, 031:3E	TC	485	748 N. Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	032, 032:E, 032:2E, 032:3E	TC	667	768 N. Woods Drive	Lehi	Yes	No	Developed
COM-S	LEH	033, 033:E	TC	820	782 N. Woods Dr.	Lehi	No	No	Developed
COM-S	LEH	034, 034:E, 034:2E	TC	96	812 N. Timber Dr.	Lehi	Yes	No	Developed
COM-S	LEH	035, 035:E, 035:2E	TC	623	826 N. Timber Drive	Lehi	Yes	No	Developed
COM-S	LEH	036, 036:E	TC	352	850 N. Timber Drive	Lehi	Yes	No	Developed
COM-S	LEH	037, 037:E, 037:2E	TC	360	862 N. Timber Dr.	Lehi	Yes	No	Developed
COM-S	LEH	038, 038:E, 038:2E	TC	544	876 N. Timber Drive	Lehi	Yes	No	Developed
COM-S	LEH	039, 039:E, 039:2E	TC	18,553		Lehi	Yes	No	Developed
COM-S	LEH	040, 040:E, 040:2E	TC	20,047	1200 W. 1220 N.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	041, 041:E	TC	5,099	1346 W. 1220 N.	Lehi	Yes	No	Developed
COM-S	LEH	042, 042:E	TC	5,709	Vacant Land (Approx. 1500 W. 1350 N.)	Lehi	Yes	No	Developed
COM-S	LEH	043, 043:E	TC	11,607	Approx. 1600 W. 1500 N.	Lehi	Yes	No	Developed
COM-S	LEH	045, 045:E, 046, 047	TC	28,903	9152 W. 9600 N.	Lehi	Yes	No	Developed
COM-S	LEH	048, 048:E	TC	977	Greenfield Park	Lehi	No	No	Developed
COM-S	LEH	049, 049:E	TC	1,228	1839 W. 1835 N.	Lehi	Yes	No	Developed
COM-S	LEH	050, 050:E	TC	795	1848 W. 1835 N.	Lehi	Yes	No	Developed
COM-S	LEH	051, 051:E	TC	1,076	1884 N. 1935 W.	Lehi	Yes	No	Developed
COM-S	LEH	052, 052:E	TC	733	1915 N. 1935 W.	Lehi	Yes	No	Developed
COM-S	LEH	053, 053:E	TC	11,166	Lehi, UT 84043	Lehi	Yes	No	Developed
COM-S	LEH	054, 054:E	TC	10	2218 N. 2230 W.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	055, 055:E	TC	744	2124 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	056, 056:E	TC	364	2136 N. 2230 W.	Lehi	No	No	Developed
COM-S	LEH	057, 057:E	TC	260	2142 N 2230 W	Orem	Yes	No	Developed
COM-S	LEH	058, 058:E	TC	260	2150 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	059, 059:E	TC	260	2158 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	060, 060:E	TC	260	2168 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	061, 061:E	TC	260	2178 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	062, 062:E	TC	253	2266 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	063, 063:E	TC	491	2192 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	064, 064:E	TC	19	2238 W 2150 N	Lehi	Yes	No	Developed
COM-S	LEH	065, 065:E	TC	151	2208 N 2270 W	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	066, 066:E	TC	427	2218 N 2270 W	Lehi	Yes	No	Developed
COM-S	LEH	067, 067:E	TC	478	2230 N. 2270 W.	Lehi	Yes	No	Developed
COM-S	LEH	068, 068:E	TC	370	2235 N. 2270 W.	Lehi	Yes	No	Developed
COM-S	LEH	069, 069:E, 069:2E	TC	378	2280 N. 2350 W.	Lehi	Yes	No	Developed
COM-S	LEH	070, 070:E	TC	314	2288 N. 2350 W.	Lehi	Yes	No	Developed
COM-S	LEH	071, 071:E	TC	247	2296 N 2350 W	Lehi	Yes	No	Developed
COM-S	LEH	072, 072:E	TC	206	2304 N 2350 W	Lehi	Yes	No	Developed
COM-S	LEH	073, 073:E	TC	288	2316 N . 2350 W.	Lehi	Yes	No	Developed
COM-S	LEH	074	TC	511	2332 N. 2350 W.	Lehi	No	No	Developed
COM-S	LEH	075:T	TC	6,254	Lehi	Lehi	Yes	No	Developed
COM-S	LEH	076	TC	260	Open Space, Lehi, UT 84043	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	077, 077:B, 077:E, 077:2E, 077:3E	TC	28,961	part of 3100 N. and 3300 N. Garden Drive	Lehi	Yes	No	Undeveloped
COM-S	LEH	079, 079:B, 079:D	TC	110,777	part of 3100 N. and 3300 N. Garden Drive	Lehi	Yes	No	Undeveloped
COM-S	LEH	080	TC	479,160		American Fork	Yes	No	Undeveloped
COM-S	LEH	084	TC	4,449		Lehi	Yes	No	Developed
COM-S	LEH	085	TC	6,275	3049 W. Executive Parkway	Lehi	Yes	No	Developed
COM-S	LEH	088	TC	6,919	Approx. 11000 W. 11600 N.	Lehi	No	No	Developed
COM-S	LEH	089, 089:ST	TC	1,793	No address listed by assessor	Lehi	Yes	No	Developed
COM-S	LEH	090, 90:E	TC	707	portion of 1036 W. Timber Drive	Lehi	Yes	No	Developed
COM-S	LEH	093, 093B, 093:E	TC	1,775	Rodeo/500 W.	Lehi	No	No	Developed
COM-S	LEH	098	TC	918	2000-2400 West 2100 North	Lehi	No	No	Developed
COM-S	LEH	400W-1, 2, 3	TC	67,462	400 West from Main Street to 200 South - Street Purchase	Lehi	No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	004	TC	1,861	6234 S. 300 W.	Murray	Yes	No	Developed
COM-S	MUR	005, 005:E	TC	17	6160 S. 357 W.	Murray	Yes	No	Developed
COM-S	MUR	006, 006:E, 006:2E, 006:B, 007, 007:E, 007:2E	TC	735	338 W. 6160 S. & 6114 S. 350 W. (6100 S 300 W per 2012 Tax Notice)	Murray	Yes	No	Developed
COM-S	MUR	008, 008:E, 008:2E	TC	105	6130 S. 350 W.	Murray	Yes	No	Developed
COM-S	MUR	009, 009:E, 009:2E	TC	123	6110 S. 350 W. B	Murray	Yes	No	Developed
COM-S	MUR	012, 012:E, 012:2E	TC	1,526	5914 S. 350 W.	Murray	Yes	No	Developed
COM-S	MUR	013, 013:E, 055:E	TC	2,606	328, 358 W. 5900 S.	Murray	No	No	Developed
COM-S	MUR	016	TC	3,537	5790 S. 300 W. (5788 S. per Tax Id. No.)	Murray	Yes	No	Developed
COM-S	MUR	017, 017:E	TC	2,029	5780 S. 300 W. (5778 So. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	018, 018:E, 018:2E	TC	3,676	5680 S. 300 W. (5678 S. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	019, 019:E, 020	TC	6,881	5650-5662 S. 300 W. (5648 S per 2012 tax notice. [-003]); (5664 S per 2012 tax notice. [-004])	Murray	Yes	No	Developed



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	021	TC	18,783	5590 S. 300 W. (5604 So. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	022	TC	2,936	5568 S. 300 W.	Murray	Yes	No	Developed
COM-S	MUR	023, 023:E	TC	2,486	312 W. Anderson Avenue (5560 S.) #SEG (310 W. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	024	TC	528	5510 S. 300 W.	Murray	No	No	Developed
COM-S	MUR	025, 026, 027	TC	218,671	149,151, 171 West Vine Street	Murray	Yes	No	Developed
COM-S	MUR	028, 028:E	TC	26,852	100 W. 4th Ave. (136 W. Vine St. pper 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	030, 030:E	TC	2,444	4800 S. 153 W. (153 W. Vine St. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	031, 031:E	TC	338	4642-4656 S. 160 W. (4640 S per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	032	TC	2,530	4538 S. 160 W. (153 W 4500 S per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	033	TC	270	4537 S. 200 W.	Murray	Yes	No	Developed
COM-S	MUR	034	TC	19,737	175 W. 4500 S.	Murray	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	035, 035:E	TC	2,194	120 W Fireclay Ave.	Murray	No	No	Developed
COM-S	MUR	036, 036:E	TC	2,743	175 W. Central Ave. #REAR	Murray	No	No	Developed
COM-S	MUR	037, 037:E, 037:2E, 037:3E	TC	413	4010 S. Howick St. (4008 S. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	039, 039:E	TC	82	3942 S. Howick Street (299 W 3900 S per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	041, 041:E	TC	1,607	3808 S. 300 W.	Murray	No	No	Developed
COM-S	MUR	042, 042:2	TC	8,965	205 W. 4500 S.	Murray	Yes	No	Developed
COM-S	MUR	043	TC	998	573 W. 2890 S.	Salt Lake	Yes	No	Developed
COM-S	MUR	044	TC	311	154 W. 4800 S.	Salt Lake	Yes	No	Developed
COM-S	MUR	048, 048:E	TC	656	part of 174 W. 4800 S.	Murray	Yes	No	Developed
COM-S	MUR	050, 050:E	TC	107	6160 S. 357 W.	Murray	Yes	No	Developed
COM-S	MUR	051, 051:E	TC	94	5948-5956 South 350 West	Murray	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	052, 052:E	TC	208	5948-5956 South 350 West	Murray	Yes	No	Developed
COM-S	MUR	053, 053:E	TC	199	5932 S. 350 W.	Murray	Yes	No	Developed
COM-S	MUR	054, 054:E, 054:2E	TC	249	5918-5924 S. 350 W. (5916 So. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	056	TC	340	168 W. 4800 S. (166 W. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	057	TC	447	158 W. 4800 S.	Murray	Yes	No	Developed
COM-S	MUR	058	TC	53	156 W. 4800 S. (160 W per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	064	TC	1,844	5958 S. 350 W. (5960 So. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	067, 067B, 067D, 067:E	TC	16,195	219 W. Central Avenue (217 W. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	ORM	000	TOD	58,066	1357 W. 800 S.	Orem	No	Yes	Developed
COM-S	ORM	003, 003:E	TC	1,199	1054 W. 1290 S.	Orem	No	No	Developed
COM-S	ORM	005	TC	4,935	1200 S. 1200 W.	Orem	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	ORM	007, 006	TC	36,493	Approx. 1100 S. 800 W.	Orem	Yes	No	Developed
COM-S	ORM	008, 009	TOD	358,209	1000 S. 1200 W.	Orem	No	Yes	Undeveloped
COM-S	ORM	010, 010:ST	TOD	60,463	1341 W. 800 S.	Orem	Yes	Yes	Developed
COM-S	ORM	011, 011:ST, 011ST:E	TC	11,239	1348 W. 800 S.	Orem	Yes	No	Developed
COM-S	ORM	012	TC	1,945	779 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	013	TC	1,293	769 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	014	TC	981	759 S 1370 W	Orem	No	No	Developed
COM-S	ORM	016	TC	1,099	743 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	017	TC	1,040	731 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	018	TC	1,040	723 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	019	TC	1,040	713 S 1370 W	Orem	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	ORM	020	TC	1,053	707 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	021	TC	1,039	701 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	022	TC	1,850	1431 W. 650 S.	Orem	Yes	No	Developed
COM-S	ORM	023	TC	1,515	1432 West 650 South	Orem	Yes	No	Developed
COM-S	ORM	024	TC	425	1438 W. 650 S.	Orem	Yes	No	Developed
COM-S	ORM	025	TC	808	623 S 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	026	TC	904	611 S 1470 W	Orem	Yes	No	Developed
COM-S	ORM	027	TC	720	601 S. 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	028	TC	720	591 S. 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	029	TC	720	579 S. 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	030	TC	880	571 S. 1470 W.	Orem	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	ORM	038, 038:E, 039, 039:E, 040, 040:E	TC	6,376	part of 435 & 519 S. Geneva Road	Orem	Yes	No	Undeveloped/Developed
COM-S	ORM	UVU-1, UVU-2	TOD	1,215	800 S. University Parkway	Orem	No	No	Developed
COM-S	PRV	001, 001:E	TC	13,966	376 E. 900 S.	Provo	Yes	No	Developed
COM-S	PRV	002	TC	9,647		Provo	No	No	Developed
COM-S	PRV	003	TC	8,615	Part of 600 N. 300 W.	Provo	Yes	No	Developed
COM-S	PRV	004, 005, 006	TC	8,658	801 S. 250 E.	Provo	Yes	No	Developed
COM-S	PRV	007	TC	3,601	765 S. 100 E.	Provo	Yes	No	Developed
COM-S	PRV	008, 009	TC	7,732	55 E. 680 S.	Provo	Yes	No	Developed
COM-S	PRV	010, 011	TC	3,743	600 S. 250 W.	Provo	Yes	No	Developed
COM-S	PRV	012, 012ST	TC	1,967	283 W. 600 S.	Provo	Yes	No	Developed
COM-S	PRV	013	TC	2,601	1900 West 600 North	Provo	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	PRV	014, 014:2E	TC	3,672		Provo	Yes	No	Developed
COM-S	PRV	018	TC	143,847	2575 W. 1680 N.	Provo	No	No	Developed
COM-S	PRV	021, 022, 048:1, 048:2	TC	1,843	700 S. 300 W.	Provo	Yes	No	Developed
COM-S	PRV	029, 029:E	TC	2,196	530 W. 2000 S.	Provo	Yes	No	Developed
COM-S	PRV	030	TC	11,611	1000 W. 1600 S.	Provo	Yes	No	Developed
COM-S	PRV	031	TC	685	370 North Draper Lane	Provo	Yes	No	Developed
COM-S	PRV	032, 033:1, 033:2	TC	8,408	Part of 600 N. Draper Lane	Provo	Yes	No	Developed
COM-S	PRV	034, 034:E, 034:2E	TC	1,837	650 S. 200 W.	Provo	Yes	No	Developed
COM-S	PRV	039:T	TC	6,970		Provo	Yes	No	Developed
COM-S	PRV	040	TC	3,123	455 South 900 West	Provo	Yes	No	Developed
d	PRV	050	TC	1,620	750 S. 650 W.	Provo	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	PRV	052, 052:E, 052:2E	TC	449	623 S. 700 W.	Provo	Yes	No	Developed
COM-S	PRV	078	TC	1,261	670 S. 100 E.	Provo	Yes	No	Developed
COM-S	PRV	080	TC	399	600 S. 300 W.	Provo	Yes	No	Developed
COM-S	PRV	085	TC	1,800	450 East 900 South	Provo	Yes	No	Developed
COM-S	SAN	001, 1:E, 2, 2:E, 11, 11:E, 11:2E, 13:E	TC	5,785	459, 474 W 10000 S, 9765 S 500 W (2013 - 9767 S. Parkway, 9869 & 9901 S Jordan Gateway,	Sandy	No	No	Developed
COM-S	SAN	003 & 004, 003B, 003:E, 003:2E 003:4E	TC	91,618	9424, 9768 S. 300 W.	Sandy	Yes	No	Developed/Undeveloped
COM-S	SAN	005, 005:E	TC	1,502	9238-9334 S 370th West (410 W 9400 S per 2012 tax notice)	Sandy	Yes	No	Developed
COM-S	SAN	006, 006:E, 006:2E, 007, 007:E , 007:2E, 007:3E	TC	2,562	9150 S. 300 W. (9162 S per 2012 tax notice for both)	Sandy	Yes	No	Developed
COM-S	SAN	008, 008:E, 008:2E, 008:3E	TC	424	9110 S. 300 W.	Midvale	Yes	No	Developed
COM-S	SAN	009, 009:E, 009:2E	TC	723	9084 S. 300 W.	Sandy	Yes	No	Developed
COM-S	SAN	010, 010:E, 010:2E, 010:3E	TC	423	355-385 W. 9000 S.	Midvale	Yes	No	Developed



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SLC	001, 001:E	TC	241	3766 S. 300 W.	South Salt Lake	Yes	No	Developed
COM-S	SLC	003, 003:E, 004, 004:E	TC	236	3732 & 3724 S. 300 W.	Salt Lake	Yes	No	Developed
COM-S	SLC	005, 005:E	TC	60	3690 S. 300 W.	Salt Lake	No	No	Developed
COM-S	SLC	006, 006:E	TC	294	3650 S. 300 W.	Salt Lake	Yes	No	Developed
COM-S	SLC	007	TC	4,180	3636 S. 300 W. (3634 S. per 2012 tax notice.)	Salt Lake	Yes	No	Developed
COM-S	SLC	008	TC	3,088	3596-3604 S. 300 W. (3594 S per 2012 tax notice.)	Salt Lake	No	No	Developed
COM-S	SLC	009, 009:E, 010, 010:E	TC	1,968	3592 S & 3586 S. 300 W. (3590 So. per 2012 tax notice.)	Salt Lake	No	No	Developed
COM-S	SLC	011, 011:E, 012, 012:E, 013, 013:E	TC	5,176	3580, 3572, 3566 S. 300 W. - Revised addresses per 2012 tax notice. (3578 S. for -015 [prev. 3580]); (3564 So. for -003 [prev. 3566])	Salt Lake	No	No	Developed
COM-S	SLC	014, 014:E	TC	2,139	3530 S 300 W	Salt Lake	No	No	Developed
COM-S	SLC	016, 016:E	TC	1,920	3202 S. 460 W. (450 W 3300 S per 2012 tax notice.)	South Salt Lake	No	No	Developed
COM-S	SLC	017	TC	6,333	3180 S. Davis Drive (3182 S. per 2012 tax notice.)	Salt Lake	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SLC	018	TC	3,413	3140 S. Davis Drive (460 W)	South Salt Lake	No	No	Developed
COM-S	SLC	019, 019:E	TC	2,970	3124 S. Davis Drive	Salt Lake	Yes	No	Developed
COM-S	SLC	020, 020:E	TC	10,841	3096 S. 460 W. (Davis Drive)	Salt Lake	No	No	Developed
COM-S	SLC	021	TC	6,479	3052 S. Davis Drive	South Salt Lake	No	No	Developed
COM-S	SLC	022, 022:E, 022:3E	TC	23,415	573 W. 2890 S.	Salt Lake	Yes	No	Developed
COM-S	SLC	023, 23B, 23E	TC	154,103	573 W 2890 South, SLC	Salt Lake	Yes	No	Developed
COM-S	SLC	024, 024:E	TC	3,311	2747 S. 600 W. # APXBT (2772 S. per 2012 tax notice.)	South Salt Lake	No	No	Developed
COM-S	SLC	025	TC	4,019	1890 S. 500 W.	Salt Lake	No	No	Developed
COM-S	SLC	028, 028:E, 028:2E	TC	320	536 W. Pickett Circle	Salt Lake	Yes	No	Developed
COM-S	SLC	030	TC	7,430	551 W. 1700 S.	Salt Lake	Yes	No	Developed
COM-S	SLC	031, 031:E	TC	35,046	550 W. 1700 S.	Salt Lake	No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SLC	032, 032:E, 032:2E, 032:3E	TC	11,407	1514 S. 500 W. (1532 S. per 2012 tax notice.)	Salt Lake	No	No	Developed
COM-S	SLC	033	TC	2,929	525 W. 1300 S.	Salt Lake	No	No	Developed
COM-S	SLC	035, (023 ~ property trade)	TC	44,555	614 W. 600 S.	Salt Lake	Yes	No	Developed
COM-S	SLC	039, 039:E	TC	615	619 W. 700 S. (618 W. 800 S. per 2012 tax notice.)	Salt Lake	No	No	Developed
COM-S	SLC	043, 043:E	TC	67	3650 S. 300 W.	Salt Lake	Yes	No	Developed
COM-S	SLC	045, 045:E	TC	17,745	1050 S. 500 W. (1052 S. per 2012 tax notice.)	Salt Lake	No	No	Developed
COM-S	SLC	047	TC	7,788	604 West 700 South	Salt Lake	No	No	Developed
COM-S	SLC	048	TC	3,960	615 W. 800 S.	Salt Lake	No	No	Developed
COM-S	SLC	051	TC	-	643 West 800 South	Salt Lake	No	No	Developed
COM-S	SOJ	002, 002:E	TC	2,953	part of 11351 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	003, 003:E	TC	991	11337 S. 445 W. (11295 S. per 2012 tax notice)	South Jordan	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SOJ	004	TC	1,792	11321 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	005	TC	2,288	11295 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	006	TC	1,656	11279 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	007	TC	1,487	portion of 11263 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	008, 009	TC	2,858	11231 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	010	TC	21,551	11065 South Sterling Veiw Drive	South Jordan	No	No	Developed
COM-S	SOJ	012, 012:B, 012:E, 012:2E, 012:3E, 012:4E, 012:5E	TC	1,327	10726 S. 418 W. (10715 S Jordan Gateway per 2012 tax notice.)	South Jordan	Yes	No	Developed
COM-S	SOJ	013, 013:E, 013:2E, 013:3E, 013:4E, 013:5E	TC	7,872	10619 South Jordan Gateway (10617 S per 2012 tax notice)	South Jordan	No	No	Developed
COM-S	SOJ	014, 014:E	TC	10,007	10512 S. 300 W.	South Jordan	No	No	Developed
COM-S	SOJ	015, 015:E; 015:2E	TC	5,596	10499 South Jordan Gateway	South Jordan	No	No	Developed
COM-S	SOJ	016:T, 016:3E (RMP Wo# 005499863)	TOD	33,751	10447 S. Jordan Gateway	South Jordan	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SOJ	017, 018, 017:E, 017:2E, 018:E	TC	14,231	10401, 10421 S. Jordan Gateway	South Jordan	No	No	Developed
COM-S	SOJ	019, 020, 023	TOD	201,926	10278 S 300 W, 10351 & 10383 S Jordan Gateway	South Jordan	Yes	No	Undeveloped
COM-S	SOJ	021	TOD	75,680	10278 S. 300 W. (2012 - 10333 S. Jordan Gateway)	South Jordan	No	No	Developed
COM-S	SOJ	022, 024, 024:E, 024:2E, 028	TOD	31,653	10278 S. 300 W. (377 W 10200 S per 2012 Tax Notice)	South Jordan	No	No	Undeveloped
COM-S	SOJ	025B, 025B:E, 025B:2E, 025B:3E, 025B:4E, 025B:5E	TC	8,970	10200 S. 406 W. (364 W 10200 S, 10097 S Jordan Gateway per 2012 tax notice)	South Jordan	No	No	Developed
COM-S	VIN	002	TC	385,440	ROW between 1600 N. & 400	Vineyard	Yes	No	Developed
COM-S	VIN	002B, 002D	TC	1,938	ROW between 1600 N. & 400	Vineyard	Yes	No	Developed
COM-S	VIN	003	TC	8,672	257 S. Vineyard Road	Vineyard	Yes	No	Developed
COM-S	VIN	006	TC	239	A portion of Vineyard road just north of the 3600 North intersection	Vineyard	Yes	No	Developed
DD	MSP102	001	TC	10,890	714 & 716 West 300 South	Salt Lake	No	Yes	Developed
DD	MSP102	003	TC	5,395	716 West 300 South	Salt Lake	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
DD	MSP102	004	TC	1,562	400 South 600 West	Salt Lake	No	Yes	Developed
DRLRT	DRE	003:T	TC	643	362 E 11400 S (361 E per 2012 tax notice)	Draper	No	No	Developed
DRLRT	DRE	009, 009:E	TC	389	12091 S. 800 E.	Draper	No	No	Developed
DRLRT	DRE	011, 011:E, 011:2E	TC	5,646	781 E. 11900 S. (Vacant 11900 S. State (800 E. per 2012 tax notice)	Draper	No	Yes	Developed
DRLRT	DRE	015, 15:E	TC	221,000	1075 - 1085 E. 12300 S. (2013 - 1085 & 1086 E Draper Pkwy & 1134 E Pioneer Rd)	Draper	No	Yes	Developed
DRLRT	DRE	017:T, 018:T, 017:E	TC	113,692	11824, 11832, 11840 S 700 E	Draper	No	Yes	Undeveloped
DRLRT	DRE	019, (19:E, 19:2E conveyed by UTA)	TC	53,934	689 E 11900 So (2013 -- 11868 S 700 E & 636 E Kimballs Ln)	Draper	No	Yes	Developed
DRLRT	DRE	021:T	TC	117,612	11400 S. 361 E. (358 E La Vera Lane per 2011 tax notice)	Sandy	No	No	Undeveloped
DRLRT	DRE	022:T	TC	89,734	331 E. 11400 S.	Draper	No	Yes	Developed
DRLRT	DRE	026	TC	2,676	466 E. Camden Park Ct.	Draper	No	Yes	Developed
DRLRT	DRE	027	TC	762	469 E. Camden Park Ct.	Draper	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
DRLRT	DRE	028	TC	7,343	409 E 11000 S	Draper	No	Yes	Developed
DRLRT	DRE	029	TC	12,056	411 E 11400 S (2013 - 409 E 11400 S)	Draper	No	Yes	Developed
DRLRT	DRE	042	TC	278	476 E Camden Park Court	Draper	No	No	Developed
DRLRT	DRE	043	TC	1,189	11462 Camden Park Lane	Draper	No	Yes	Developed
DRLRT	DRE	044	TC	1,120	11476 S Camden Park Lane	Draper	No	Yes	Developed
DRLRT	DRE	045, 045:E	TC	475	11486 South Camden Park Lane	Draper	No	Yes	Developed
DRLRT	DRE	046, 046:E	TC	94	11498 South Camden Park Lane	Draper	No	No	Developed
DRLRT	DRE	052	TC	82	12300 South St. (SE Corner - Draper Parkway & UTA ROW)	Draper	No	No	Developed
DRLRT	DRE	053	TC	-			No	Yes	Developed
EIM	EIM	001	TC	752,891	669 W 200 South	Salt Lake	Yes	No	Developed
FRNExt	MSP140	1071:T	TC	164,025	Approx. 500 West 750 North	Willard	No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
FRNExt	MSP140	1083, 1083:2	TC	90,102	3650 South 1200 West	Willard	No	No	Developed
FRNExt	MSP140	1087:T, & REF 1087:T	TC	65,049	Approx. 3350 South Perry Street	Perry	No	No	Developed
FRNExt	MSP140	1118, 1118:2	TC	205,800	Approx. 1380, 1450 & 1502 West Davis Drive	Perry	No	No	Developed
FRNExt	MSP140	1121	TC	469,927	Approx. 1200 West 1100 South	Brigham	No	No	Developed
FRNExt	MSP140	1142, 1142:E	TC	45,832	532 South 900 West	Bringham	No	No	Developed
FTU	BC	001	TC	196,455	199 South 800 West	Brigham	No	No	Developed/Undeveloped
FTU	BRT	052	TC	311,310	5600 W 5400 S	West Valley	No	No	Undeveloped
FTU	FTU	001	TC	122,866	17th Street and Gibson Ave	Ogden	No	Yes	Undeveloped
FTU	FTU	002	TC	12,197	1763 Gibson Ave	Ogden	No	Yes	Undeveloped
FTU	FTU	003	TC	416,434	1731 Gibson Ave	Ogden	No	Yes	Undeveloped
FTU	FTU	004	TC	226,076	1700 South Street	Ogden	No	Yes	Undeveloped



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
FTU	FTU	005	TC	108,900	18th and Wall Ave	Ogden	No	Yes	Developed
FTU	FTU	006	TC	8,276	17th and wall	Ogden	No	Yes	Undeveloped
FTU	FTU	024	TC	29,621	1300 S. 525 W.	Salt Lake	No	No	Undeveloped
FTU	FTU	025	TC	259,182	2053 S. 900 W. (2050 S for Tax ID -008; 2330 S for Tax ID -010; 2360 S for Tax ID -012; 2302 S for Tax ID -002 )	South Salt Lake	No	No	Developed
FTU	FTU	029	TC	59,781	4864 S Box Elder St	Murray	No	No	Developed
d	FTU	031	TC	19,603	41 W 4800 S	Murray	No	No	Undeveloped
FTU	FTU	033 (Disp. UDOT Ref. Parcel 18)	TC	2,666	7776 S State St	Midvale	No	No	Undeveloped
FTU	FTU	034 (Disp. UDOT Ref. Parcel 18, 18:2E, 18P)	TC	18,219	7788 S State	Midvale	No	No	Undeveloped
FTU	FTU	035 (Disp. UDOT Ref. Parcel 18)	TC	11,678	7768 S State St	Midvale	No	No	Undeveloped
FTU	FTU	036 (Disp. UDOT Ref. Parcel 18)	TC	19,675	7750 S State St	Midvale	No	No	Undeveloped
FTU	FTU	038	TC	8,320	8245 S. State St.	Midvale	No	No	Developed/Undeveloped

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
FTU	FTU	039	TC	4,704	8236 S. 100 E. (8245 So. State per 2012 tax notice)	Sandy	No	No	Undeveloped
FTU	FTU	043	TC	17,860	Part of Sec 23, T43, R1W, SLB &M	Draper	No	No	Undeveloped
FTU	FTU	044	TC	464,350	211 W Highland Drive	Draper	No	No	Undeveloped
FTU	FTU	045	TC	108,464	2340 South 900 West	South Salt Lake	No	No	Developed
FTU	FTU	046	TC	36,957	3475 W Norris View Lane	West Jordan	No	No	Developed
MF	MF	007	TC	174,240	153 West 17th St	Ogden	No	Yes	Developed
MF	MF	008	TC	136,343	17th St and Wall	Ogden	No	Yes	Developed
MF	MF	009	TC	6,011	1717 Wall Ave	Ogden	No	Yes	Developed
MF	MF	010	TC	27,443	145 West 17th St	Ogden	No	Yes	Developed
MF	MF	011	TC	21,780	151 West 17th St	Ogden	No	Yes	Developed
MF	MF	012	TC	6,055	17th St and Wall Ave	Ogden	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MF	MF	013	TC	13,939	177 West 17th St	Ogden	No	Yes	Developed
MF	MF	014	TC	7,841	157 W 17th St	Ogden	No	Yes	Developed
MF	MF	015	TC	5,663	17th Street and Wall	Ogden	No	Yes	Developed
MF	MF	016	TC	13,939	187 West 17th Street	Ogden	No	Yes	Undeveloped
MF	MF	019	TC	95,832	120 South 600 West (630 W 200 S per recorder's site)	Salt Lake	No	Yes	Developed
MF	MF	020	TC	13,504	143 S 700 West	Salt Lake	No	Yes	Developed
MF	MF	021	TC	154,638	630 W 200 S	Salt Lake	No	Yes	Developed
MF	MF	022	TC	12,632	161 South 700 West	Salt Lake	No	Yes	Developed
MF	MF	023	TC	40,511	133 S 700 W (630 W. 200 S. per 2012 tax notice.)	Salt Lake	No	Yes	Developed
MF	MF	027	TC	3,105,692	3667 S 1030 W (2015) & 3562 & 3610 S 900 W. & 898 W Fine Drive (2015)	Salt Lake	No	Yes	Developed/Undeveloped
MF	MF	032	TC	591,577	582 W. 6960 S. (602 W 6960 S, 600 W 6961 S per 2012 tax notice.)	Salt Lake	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MF	MF	045	TC	80,329	1100 West Geneva Road	Orem	No	Yes	Developed
MF	MF	046	TC	786,258	1200 South Geneva Road	Orem	No	Yes	Developed
MF	MSP081	001	TC	45,482	90 S Garnet Street, Suite 2	Toole	No	Yes	Developed
MJLRT	MJ	000	TC	4,286,304	Remainder of Bingham Industrial Lead from 0.18 to 6.60 and Dalton Spur	West Jordan	Yes	Yes	Preserved Corridor
MJLRT	MJ	001, 001:E	TC	13,359	6300 South 300 West	Murray	Yes	Yes	Developed
MJLRT	MJ	002	TC	47,289	6395 S Cottonwood Street (2012)	Murray	Yes	Yes	Developed
MJLRT	MJ	004	TC	21,780	301 W. Winchester, 6429 S. Meyers Lane.	Murray	No	Yes	Developed
MJLRT	MJ	005	TC	16,932	6425 S. Meyers Lane	Murray	Yes	Yes	Developed
MJLRT	MJ	012:T	TC	11,288	6435 S. Meyers Lane	Murray	Yes	Yes	Developed
MJLRT	MJ	014, 014:E, 015, 015:E	TC	8,092	6450 S. & 6464 S. Cottonwood St.	Murray	Yes	Yes	Developed
MJLRT	MJ	016	TC	252	389 W Winchester Ave	Murray	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	017, 017:E, 018, 018:E	TC	2,046	397 W. Winchester St.	Murray	Yes	Yes	Developed
MJLRT	MJ	019, 020	TC	1,223	411 W. Winchester St.	Murray	Yes	Yes	Developed
MJLRT	MJ	023, 023:E	TC	1,951	7125 S. 600 W. #SEG	Murray	No	Yes	Developed
MJLRT	MJ	024, 024:2	TC	8,999	591 West Ninth Ave.	Midvale	Yes	Yes	Developed
MJLRT	MJ	025, 025:E	TC	2,691	621 W. Ninth Ave.	Midvale	Yes	Yes	Developed
MJLRT	MJ	026, 026:E, 026:2E, 098:E, 104:E	TC	191,229	7387 S. Bingham Junction Blvd.	Midvale	Yes	Yes	Developed
MJLRT	MJ	031, 032	TC	20,909	1073 W. 7800 S.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	033	TC	28,314	1099 W 7800 S (1095 W per 2012 tax notice)	West Jordan	No	Yes	Developed
MJLRT	MJ	034:T, 039:T	TC	23,479	1100 W 7800 S	West Jordan	Yes	No	Developed
MJLRT	MJ	035	TC	33,106	1135 W. 7800 S.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	037	TC	784	997 W. 7800 S.	West Jordan	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	038	TC	222	991 W. 7800 S.	West Jordan	No	Yes	Developed
MJLRT	MJ	041, 091, 099, 100, 102, 102:E, 102B	TC	20,216	2150 West Sugar Factory Road (-041 = 7901 S 1300 W; -099 = 1094 W 7800 S per tax notice) (-004 = 1099 W 7800 S)	West Jordan	Yes	No	Developed
MJLRT	MJ	042:T	TC	3,049	7897 S. 1300 W.	Salt Lake	Yes	Yes	Developed
MJLRT	MJ	046, 046:E, 046:2E, 046:3E	TC	3,152	7902 S. 1410 W.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	047, 048, 048B	TC	351,530	1563 W. 8020 S. & 8021 S. Redwood Rd. (8059 So. per 2012 Tax Notice for -002, the other two retain the same address)	West Jordan	Yes	Yes	Developed
MJLRT	MJ	051	TC	3,073	8065 S. Redwood Road	West Jordan	Yes	Yes	Developed
MJLRT	MJ	052	TC	627	8071 S. Redwood Road	West Jordan	Yes	Yes	Developed
MJLRT	MJ	055, 055:2, 055:2:E, 055:E, 057:T	TC	195,584	8305 S, 8323 S 2700 W. (8351, 8349 S. for -005, -006 per 2012 tax notice.)	West Jordan	Yes	Yes	Developed
MJLRT	MJ	056	TC	67,954	8349 S. 2700 W.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	058	TC	17,758	8399 S. Dunlop Dr.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	058B	TC	19,331	8399 S. Dunlop Dr.	West Jordan	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	060, 060:E	TC	3,500	8523 S. 2940 West	West Jordan	Yes	Yes	Developed
MJLRT	MJ	065, 066	TOD	475,240	3295 W 8600 S (8756, 8759 S 3400 W per 2012 tax ID No. and 8628; 8643 S Norris View Lane)	West Jordan	Yes	Yes	Undeveloped
MJLRT	MJ	067, 068 (UDOT 003:T, 004:T)	TC	119,172	4742, 4766 West Old Bingham Hwy	West Jordan	Yes	No	Undeveloped
MJLRT	MJ	069, 069:E	TC	744	9780 S. 5200 W. (5401 W Old Bingham Hwy per 2012 tax notice)	West Jordan	Yes	Yes	Developed
MJLRT	MJ	070	TC	1,008,633	5650 W. Old Bingham Hwy.	West Jordan	Yes	Yes	Developed/Undeveloped
MJLRT	MJ	071, 071:E, 071:2E	TC	26,328	5701 W 10301 S	Salt Lake	Yes	Yes	Developed
MJLRT	MJ	076, 076:E	TC	506	2802 W Haun Dr	West Jordan	No	Yes	Developed
MJLRT	MJ	077:T	TC	10,575	6419 S. Cottonwood St.	Murray	Yes	No	Developed/Undeveloped
MJLRT	MJ	078	TC	12,262	6390 S. 300 W.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	079, 079:E, 013:T	TC	12,197	6477 S. Cottonwood Street (6430 So. Meyers Lane per 2012 tax notice.	Murray	Yes	Yes	Developed
MJLRT	MJ	081, 081:2, 081:E, 081:2E	TC	436	6490 S. Cottonwood Street	Murray	Yes	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	082, 083	TC	1,590	2792 West Fahnian Circle	West Jordan	Yes	Yes	Developed
MJLRT	MJ	089, 089:E	TC	948	377 W. Winchester Street	Murray	Yes	Yes	Developed
MJLRT	MJ	090, 090:E	TC	1,358	372 W. Winchester Street	Murray	Yes	Yes	Developed
MJLRT	MJ	092, 092:2	TC	260	8399 S. Dunlop Dr. #APXBT	West Jordan	Yes	Yes	Developed
MJLRT	MJ	093, 093:B	TC	2,778	2874 W. 8421 S.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	094, 094:E	TC	6,201	1100 W. 7800 S. (1098 W 7800 S per 2012 tax notice)	West Jordan	Yes	Yes	Developed
MJLRT	MJ	095	TC	14,263	646 W. Ninth Ave	West Jordan	Yes	Yes	Developed
MJLRT	MJ	101	TC	-	8398 South 2700 West	West Jordan	Yes	Yes	Developed
MJLRT	MJ	101B, 101	TC	220	8397 Spaulding Court	West Jordan	No	Yes	Developed
MJLRT	MJ	119A	TC	-	2728 Fahnian Circle	West Jordan	No	No	Developed
MJLRT	MJ	120, 120:E	TC	845	3189 West 8565 South	West Jordan	No	Yes	Developed



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	121A	TC	-	2708 West Fahnian Circle	West Jordan	No	No	Developed
MJLRT	MJ	123, 123:E	TC	359	3187 W. 8565 S.	West Jordan	No	No	Developed
MJLRT	MJ	124, 124:E	TC	71	3173 W. 8565 S.	West Jordan	No	No	Developed
MJLRT	MJ	125A	TC	-	2736 West Fahnian Circle	West Jordan	No	No	Developed
MJLRT	MJ	127, 127:E	TC	66	3547 W. Norris View Lane (as of 2013 3573 W. Norris View Ln)	West Jordan	No	Yes	Developed
MJLRT	MJ	128, 128:E, 128:2E	TC	5,086	3573 W Norris View Lane	West Jordan	No	Yes	Developed
MJLRT	MJ	130	TC	58,825	3970 W Old Bingham Hwy	West Jordan	No	Yes	Developed
NSLRT	NS	001	TC	12,384,283	775.19 - 798.74		No	Yes	Developed Corridor
NSLRT	NS	002	TC	6,534	969 S. 200 W.	Salt Lake	No	Yes	Developed
NSLRT	NS	003	TC	77,537	1300 S. 189 W. (180 W. per 2012 tax notice.)	Salt Lake	No	Yes	Developed
NSLRT	NS	004	TC	54,450	142 W. 1300 S. (180 W. per 2012 tax notice.)	Salt Lake	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	005	TC	34,848	2100 S. 221 W.	South SLC	No	Yes	Developed
NSLRT	NS	006	TC	35,284	3197 S. Washington St. (3187 S. per 2012 tax notice)	South SLC	No	Yes	Developed
NSLRT	NS	007	TC	17,991	210 W. 3300 S.	South SLC	No	Yes	Developed
NSLRT	NS	008	TC	28,314	3205 S. Washington St.	South SLC	No	Yes	Developed
NSLRT	NS	009	TC	15,682	3227 S. Washington St.	South SLC	No	Yes	Developed
NSLRT	NS	010	TOD	326,700	3844 S. West Temple St.	Salt Lake	Yes	Yes	Developed
NSLRT	NS	011	TC	189,408	4350 S. Main Street	Murray	No	Yes	Developed
NSLRT	NS	012	TC	69,696	89 W. Fireclay Ave. (4350 S main St per 2012 tax notice)	Murray	No	Yes	Developed
NSLRT	NS	013, 013:E	TC	100,188	4340 S. Main St. (aka 71 West Clay Ave) (4350 S. per 2012 tax notice)	Murray	No	Yes	Developed
NSLRT	NS	014	TC	12,632	4916 S. Box Elder St. (4936 S. per 2012 tax notice.)	Murray	No	Yes	Developed
NSLRT	NS	015	TC	284,011	5200 S. Main St. (5202 So. Cottonwood St. per 2012 tax notice.)	Murray	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	018	TC	160,736	222 W. Winchester	Murray	Yes	Yes	Developed
NSLRT	NS	019	TC	19,166	202 W. Winchester	Murray	No	Yes	Developed
NSLRT	NS	020	TC	3,466	6225 S 300 W - per 2012 tax notice.	Murray	No	Yes	Developed
NSLRT	NS	021	TC	45,738	5813 and 5823 South 300 West	Murray	No	No	Undeveloped
NSLRT	NS	022	TC	231,304	6960 S. 600 W. (6850 S 550 W for 353-004 per 2012 tax notice)	Midvale	Yes	No	Developed
NSLRT	NS	023	TC	25,265	175 W. 7200 S.	Midvale	No	Yes	Developed
NSLRT	NS	024	TOD	255,568	205 W. 7200 S.	Midvale	No	Yes	Developed/Undeveloped
NSLRT	NS	025	TC	871	107 W. Center St. (95 W Center per 2012 tax notice.)	Midvale	No	Yes	Developed/Undeveloped
NSLRT	NS	026	TC	46,041	724 E Center St (95 W Center per 2012 tax notice.)	Midvale	No	No	Developed
NSLRT	NS	027	TC	5,414	686 E Center St (95 W Center per 2012 tax Notice -004) 7756 S Coolidge St. per 2012 tax Notice -012)	Midvale	No	Yes	Developed
NSLRT	NS	028	TC	41,818	740 E Center St (95 W Center per 2012 tax notice.)	Midvale	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	029	TC	21,780	740 East Center (95 W Center St. per 2012 tax notice.)	Midvale	No	Yes	Developed
NSLRT	NS	030	TC	4,437	19 S Coolidge St. (95 W Center St. per 2012 tax notice.)	Midvale	Yes	Yes	Developed
NSLRT	NS	031	TC	39,640	7900 South State Street (7951 S per 2012 tax notice)	Midvale	No	Yes	Developed
NSLRT	NS	032	TC	7,841	7877 So. Taft St. (Residential home lot)	Midvale	No	Yes	Undeveloped
NSLRT	NS	033T	TC	15,682	7877 South Taft Street	Midvale	No	Yes	Developed
NSLRT	NS	034	TC	2,768	7800 S State Street	Midvale	No	No	Undeveloped
NSLRT	NS	035	TC	5,401	8960 S. 180 E. (177 E 9000 S per 2012 tax notice)	Sandy	No	Yes	Developed
NSLRT	NS	036	TC	10,019	8960 S. 180 E.	Sandy	No	Yes	Developed
NSLRT	NS	037	TC	10,019	9650 S. 170 E. (9607 S State St. and 170 E 9650 S per 2012 tax notice.)	Sandy	No	Yes	Undeveloped
NSLRT	NS	038	TC	87,120	9949 S State St	Sandy	No	Yes	Undeveloped
NSLRT	NS	040	TC	649,522	9949 S State St (120 E Segoe Lily Drive per 2012 tax notice)	Sandy	No	Yes	Developed/Undeveloped

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	041	TC	8,276	100 E 9900 S (120 E Segoe Lily Drive per 2012 tax notice)	Sandy	No	Yes	Developed
NSLRT	NS	042	TC	158,994	10000 South (120 E Segoe Lily Drive per Assessors site)	Sandy	No	Yes	Developed
NSLRT	NS	5900 S	TC	265	519 South 275 West	Murray	No	No	Developed
NSLRT/M JLRT	NS/MJ	044/003	TC	12,272	6417 S. Cottonwood St.	Murray	No	Yes	Developed
OIH	OIH	001	TOD	229,997	2393 Wall Avenue	Ogden	No	Yes	Developed/Undeveloped
PIH	PIC	001	TOD	26,395	701 S. Freedom Blvd.	Provo	No	Yes	Developed
PIH	PIC	002	TOD	167,270	721 Freedom Blvd.	Provo	No	Yes	Developed
PIH	PIC	003	TOD	105,328	721 Freedom Blvd.	Provo	No	Yes	Developed
PIH	PIC	004	TOD	217,800	721 Freedom Blvd.	Provo	No	No	Developed
PIH	PIC	005	TOD	10,007	721 Freedom Blvd.	Provo	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
PIH	PIC	006	TOD	95,919	721 Freedom Blvd.	Provo	No	Yes	Developed
PIH	PIC	008	TOD	19,474	721 Freedom Blvd.	Provo	No	Yes	Developed
SLIM	SLIM	001	TOD	579,348	600 West 200, 300 South	Salt Lake	No	No	Developed/Undeveloped
SP-1591	SP-1591	UTA TL-1, 1:E	TC	58	1250 E 500 S.	Salt Lake	No	No	Developed
Sugarhouse	SH	001, 001:E, 001:2E(RMP WO# 5622744)	TC	6,220	2212 S West Temple St	South Salt Lake	No	Yes	Developed
ULRT	UL	001	TC	2,614	450 South State St	Salt Lake	No	Yes	Developed
ULRT	UL	002	TC	208	375 South State	Salt Lake	No	Yes	Developed
ULRT	UL	004, 005, 005A	TC	1,799	200 E. 400 S.	Salt Lake	No	Yes	Developed
ULRT	UL	007	TC	549	525 E 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	008	TC	200	564 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	009	TC	457	650 East 400 South	Salt Lake	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
ULRT	UL	010-1	TC	235	664 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	010-2	TC	536	680 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	011	TC	70	677 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	012	TC	122	710 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	013-1	TC	1,307	701 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	013-2	TC	984	765 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	014	TC	450	860 East 400 South	Salt Lake	No	No	Developed
ULRT	UL	015	TC	4,000	860 East 400 South	Salt Lake	No	No	Developed
ULRT	UL	016	TC	823	333 South 900 East	Salt Lake	No	Yes	Developed
ULRT	UL	017	TC	6,970	928 East 400 South	Salt Lake	No	Yes	Developed
ULRT	UL	018	TC	1,198	471 South 1000 East	Salt Lake	No	Yes	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
ULRT	UL	019	TC	70	491 South 1100 East	Salt Lake	No	Yes	Developed
ULRT	UL	020	TC	989	400 South 900 East (928 E per 2012 tax notice.)	Salt Lake	No	Yes	Developed
ULRT	UL	021	TC	48	1320 East 500 South	Salt Lake	No	Yes	Developed
UPRR-01	UP	001	TC	3,756,179	782.48-818.05 (35.57) UP Salt Lake Subdivision (OSL) 3.4a	Salt Lake- Ogden	Yes	No	Preserved Corridor
UPRR-01	UP	002	TC	628,048	M.P. 817.5, W. of Ogden Yd., 30th St.	Ogden	Yes	No	Undeveloped
UPRR-01	UP	003	TC	220,631	M.P. 817.5, W. of Ogden Yd., 30th St.	Ogden	Yes	No	Undeveloped
UPRR-01	UP	004	TC	427,280	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	Yes	No	Undeveloped
UPRR-01	UP	005	TC	133,337	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	Yes	No	Undeveloped
UPRR-01	UP	006	TC	64,861	775.0 5600 South	Roy	Yes	No	Undeveloped
UPRR-01	UP	007	TC	163,350	M.P. 809.0, 200 So.	Clearfield	Yes	No	Undeveloped
UPRR-01	UP	008	TC	2,582,294	1250 South, Highway 91	Clearfield	Yes	No	Developed/Undeveloped



Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	009	TC	40,032	Milepost 807.3 S Side Antelope Dr	Layton	Yes	No	Undeveloped
UPRR-01	UP	010	TC	59,154	Mile Post 767.1Gentile	Layton	Yes	No	Undeveloped
UPRR-01	UP	011	TC	1,481	M.P. 805.3, 800 No., West of King St.	Layton	Yes	No	Undeveloped
UPRR-01	UP	012	TC	20,647	M.P. 802.3, Near Grain Elev. 100 North	Kaysville	Yes	No	Undeveloped
UPRR-01	UP	013	TC	109,248	MP 755.5 Pages Lane	Bountiful	Yes	No	Undeveloped
UPRR-01	UP	014	TC	11,349,558	MP. 754.31-778.0 (23.69)DRGW 3.2a	North Salt Lake -Ogden	Yes	No	Preserved Corridor
UPRR-01	UP	015	TC	1,589,940	Beck Street	Salt Lake	Yes	No	Developed
UPRR-01	UP	016	TC	9,452	M.P. 743.0, SW Cor 1700 S. & I-15 (589 W 1700 S per 2012 tax notice)	Salt Lake	Yes	No	Undeveloped
UPRR-01	UP	017	TC	7,579	M.P. 740.6, SW Cor 3300 S & I-15	Salt Lake	Yes	No	Undeveloped
UPRR-01	UP	018	TC	112,820	M.P. 739.5, South of 3900 S.	South SLC	Yes	No	Undeveloped
UPRR-01	UP	019	TC	1,185,801	0.00-2.74 (2.74) Sugarhouse Spur 3.2e 2240 S Main St. (-501-004) & 3100 S. West Temple (-280-002) & 400 W Andy Ave (-126-004)	South Salt Lake-Salt Lake	Yes	No	Preserved Corridor

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	020	TC	-		Wasatch Front	Yes	No	Preserved Corridor
UPRR-01	UP	021	TC	2,215,810	Northern 35' of MP 0.00 - 6.60 and all of 6.60 - 11.81 Bingham Industrial Lead (6045, 6081 W Old Bingham Hwy per 2012 tax Notice)	West Jordan	Yes	No	Preserved Corridor
UPRR-01	UP	022	TC	1,938,113	729.50 -745.50 (16) Subdivision (Salt Lake) 3.4c	Sandy -Salt Lake	Yes	No	Preserved Corridor
UPRR-01	UP	023	TC	131,116	12800 South Milepost 728 Mainline	Draper	Yes	No	Undeveloped
UPRR-01	UP	024	TC	159,430	Milepost 727.5 13200	Draper	Yes	No	Undeveloped
UPRR-01	UP	025	TC	484,823	Milepost 725.0 13400 South	Riverton	Yes	No	Undeveloped
UPRR-01	UP	026	TC	201,509	MP 723.7 Narrows (inaccessible)	Bluffdale	Yes	No	Undeveloped
UPRR-01	UP	027	TC	185,043	MP 723.0 Narrows (inaccessible)	Bluffdale	Yes	No	Undeveloped
UPRR-01	UP	028	TC	108,447	MP 722.5 Narrows (Inaccessible)	Bluffdale	Yes	No	Undeveloped
UPRR-01	UP	029	TC	40,946	MP 721.5 Narrows (inaccessible)	Bluffdale	Yes	No	Undeveloped
UPRR-01	UP	030	TC	260,184	Milepost 771.00 2100 North Lehi	Lehi	Yes	No	Undeveloped

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	031	TC	15,420	MP 717.0	Lehi	Yes	No	Undeveloped
UPRR-01	UP	032	TC	6,698,657	MP 775.23-762.00 (13.23) Provo Industrial Lead 3.2f	Lindon-Lehi	Yes	No	Preserved Corridor
UPRR-01	UP	033	TC	25,134	Milepost 766.5 100 N & 200 East	American Fork	Yes	No	Developed
UPRR-01	UP	034	TC	21,606	Milepost 763.5 HWY 89 & 300 S	Pleasant Grove	Yes	No	Undeveloped
UPRR-01	UP	035	TC	74,705	MP 698.5 N of Geneva	Geneva	Yes	No	Undeveloped
UPRR-01	UP	036	TC	1,686,643	MP 752.41-757.25 (4.84) Sharp Subdivision 3.2c	Provo-Lindon	Yes	No	Preserved Corridor
UPRR-01	UP	037	TC	2,489,890	705.71-729.50 (23.79) UP Provo Subdivision (Lakota) 3.4b		Yes	No	Preserved Corridor
UPRR-01	UP	038	TC	222,157	752.41-750.18 (2.23) Sharp Subdivision (University)3.4d	Provo-Springville	Yes	No	Preserved Corridor
UPRR-01	UP	039	TC	23,522	Milepost 701.1 800 West 600 South	Provo	Yes	No	Undeveloped
UPRR-01	UP	040	TC	3,572	MP 695.8 South of Provo Yard	Provo	Yes	No	Undeveloped
UPRR-01	UP	041	TC	27,704	M.P. 695.8, 400 So., W. of Springville	Springville	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	042	TC	440,392	749.99-745.82 (4.17) Sharp Subdivision (Springville)3.4e	Springville	Yes	No	Preserved Corridor
UPRR-01	UP	043	TC	4,826,884	0.00-13.06 (13.06) Tintic Industrial Lead 3.2d	Spanish Fork-Payson	Yes	No	Preserved Corridor
UPRR-02	UP2	001	TC	1,028,887	500 West and 900 North	Salt Lake	Yes	No	Developed
UPRR-02	UP2	001A	TC	17,672	600-800 North 500 West	Salt Lake	No	No	Developed
UPRR-03	UP3	001	TC	32,931	Dalton Spur - 6045 W Old Bingham Highway	West Jordan	Yes	No	Preserved Corridor
WVLRT	WV	001, 001:E, 001:E1	TC	6,443	2791 W 3650 S	West Valley	No	No	Developed
WVLRT	WV	002, 002:E, 002:E1, 002:E2	TC	1,032	3610 S 2870 W	West Valley	No	No	Developed
WVLRT	WV	003, 003:E	TC	6,780	2850 W. 3590 S. (2850 W. Lehman Ave. per Recorder's website)	West Valley	No	No	Developed
WVLRT	WV	006	TC	9,205	2841 W. Lehman Avenue	West Valley	Yes	No	Developed
WVLRT	WV	013	TC	101,978	2842 W. Lehman Ave	West Valley	No	Yes	Developed
WVLRT	WV	053:Q, 053:2Q	TC	58,630	3100 South at I-215 (3100 S Maple Way per 2012 tax notice)	West Valley	No	No	Developed

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WVLRT	WV	054:Q, 054:2Q I-215-9(6)297	TC	30,492	3100 South at I-215 (3100 S Constitution Blvd per 2012 tax notice)	West Valley	No	No	Developed
WVLRT	WV	092:2, RMP WO# 5126636-30	TC	53	2690 W. 3100 S. (2096 W per 2012 tax notice.)	West Valley	No	No	Developed
WVLRT	WV	100:T	TC	10,691	2681 West 3100 South	West Valley	Yes	No	Developed
WVLRT	WV	101:T 101-RMP WO 5126636-1	TC	8,284	2655 West 3100 South	West Valley	Yes	No	Developed
WVLRT	WV	102:T	TC	8,283	2653 West 3100 South	West Valley	Yes	No	Developed
WVLRT	WV	103:T	TC	9,417	3116 South Maple Way	West Valley	Yes	No	Developed
WVLRT	WV	104:T	TC	9,723	3115 South Maple Way	West Valley	Yes	No	Developed
WVLRT	WV	105:T	TC	12,768	2589 West 3100 South	West Valley	Yes	No	Developed
WVLRT	WV	106:T	TC	10,360	2587 West 3100 South	West Valley	Yes	No	Developed
WVLRT	WV	107	TC	772	2574 W. Robin Way (2572 W. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	121	TC	10,101	2313 W Parkway Blvd	West Valley	No	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	140, 141	TC	4,356	2745 S REDWOOD RD (2771 S per 2012 tax notice.) 2013 - 2767 S. Redwood Road (-002 only)	West Valley	No	No	Developed
WVLRT	WV	142, 143, 144	TC	8,292	1690, 1692, 1686 W. Claybourne Ave.	West Valley	Yes	No	Undeveloped
WVLRT	WV	145	TC	2,291	1680 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	146	TC	1,090	1676 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Undeveloped
WVLRT	WV	147	TC	741	1674 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	148	TC	391	1620 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	149	TC	165	1618 W. Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	150	TC	114	1616 W. Claybourne Ave.	West Valley	Yes	No	Developed
WVLRT	WV	151, 152 (RMP WO 10035151.YJ)	TC	74	1614 W. Claybourne Ave. (2771 S Redwood Rd. per Tax Notice)	West Valley	Yes	No	Developed
WVLRT	WV	153	TC	310	1600 W. Claybourne Ave. (2771 S Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	157, RMP RW# 20080131-3, RMP RW#20080131.UTA	TC	291	1633 W. Southgate Ave.	West Valley	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	158, RMP RW# 20080131-4, RMP RW#20080131.UTA	TC	433	1601 W. Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	159, RMP RW# 20080131-5, RMP RW#20080131.UTA	TC	208	2752 S. Lester Street	West Valley	Yes	No	Developed
WVLRT	WV	169, RMP RW# 20080131-6, RMP RW#20080131.UTA	TC	212	1577 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	170, RMP RW# 20080131-7, RMP RW#20080131.UTA	TC	239	1569 W. Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	171, 171.1, RMP RW# 20080131-8, RMP RW#20080131.UTA	TC	225	1547 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	172, RMP RW# 20080131-9, RMP RW#20080131.UTA	TC	225	1555 W. Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	173, RMP RW# 20080131-10, RMP RW#20080131.UTA	TC	254	1545 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	174, RMP RW# 20080131-11, RMP RW# 20080131.UTA	TC	1,381	1531 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	175, RMP RW#20080131.UTA	TC	7,569	1525 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	181	TC	18,497	1493 W. Crystal Ave.	West Valley	Yes	No	Developed
WVLRT	WV	182	TC	21,625	1400 W. Crystal Ave.	West Valley	Yes	No	Developed

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WVLRT	WV	183	TC	23,100	1401 West Crystal Ave.	West Valley	Yes	No	Developed
WVLRT	WV	184	TC	43,580	1363 W. Crystal Ave.	West Valley	Yes	No	Undeveloped
WVLRT	WV	185, RMP Easement Chesterfield West	TC	22,155	1225 W 2625 South (2632 S Hempstead St. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	187, RMP Easement Chesterfield West	TC	22,686	1235 West Crystal Ave. (2631 S Hempstead St. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	188:T	TC	13,939	2656 S. Chesterfield St	West Valley	Yes	No	Developed
WVLRT	WV	189, 189:E	TC	5,855	3650 S Chesterfield St (2700 S Chesterfield St. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	191, 192, 193, 193:E	TC	89,822	2910, 2625, 2645 S. Chesterfield St. (2700 So. Chesterfield St. per 2012 tax notice.)	West Valley	No	No	Developed
WVLRT	WV	194, 194:E	TC	25,099	2613 S Chesterfield St.	West Valley	Yes	No	Developed
WVLRT	WV	195, 195:E; 195:E1	TC	4,884	2593 S Chesterfield St	West Valley	Yes	No	Developed
WVLRT	WV	196	TC	1,131	2581 South Chesterfield Street	West Valley	Yes	No	Developed
WVLRT	WV	200	TC	5,512	2551 South Chesterfield Street	West Valley	Yes	No	Developed



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WVLRT	WV	201, 201:1	TC	1,136	2516 South Winton St.	West Valley	Yes	No	Developed
WVLRT	WV	207, 208, 209	TC	36,627	2505 South Winton Street (WV-207 & -209); 2501 S Winton Street (WV-208)	West Valley	Yes	No	Developed
WVLRT	WV	231, 231:1, 231:ST	TC	113,356	1264 West 2240 South - (1298 W 2200 S & 2249 S 1070 W [-022 only]; (1288 W 2240 S [-023 only]) per 2012 tax notice.	West Valley	Yes	No	Developed
WVLRT	WV	232, 233	TC	1,056,976	2200 South 900 West (2264 per 2012 tax notice for -003)	West Valley	Yes	No	Developed
WVLRT	WV	234, 234:E; 234:2E, 234:3E, RMP Easement Section 23	TC	34,362	2265 S. 900 W. (2177 S. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	237, 237:E, 237:SQ, RMP Easement Section 23	TC	32,567	823 W. Davis Rd.	West Valley	Yes	No	Developed
WVLRT	WV	238:A, 238:AQ, 238:2E, 239:A, 239:AQ, 239:2E, 243:Q, 243:EQ	TC	35,869	830 West Davis Road	West Valley	No	No	Developed
WVLRT	WV	246, 247, 248	TC	7,243	2225 S 300 W - Revised Addresses per 2012 tax notice. (2249 S 400 W [-008]; 2150 S 300 W [-008,-012,-013 all])	West Valley	Yes	No	Developed
WVLRT	WV	253, 253:1	TC	6,727	360 W. Bugatti Ave (358 W per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	255, 255:1	TC	230	360 W. Bugatti Ave (358 W Bugatti Ave. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	259	TC	2,753	250 W Crossroads Sq. (252 W. per 2012 tax notice.)	West Valley	Yes	No	Developed

Project	Project Code	Project #	Category	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	260	TC	1,501	210 W. Crossroads Sq. (212 W. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	261	TC	2,185	2191 S. 300 W.	West Valley	Yes	No	Developed
WVLRT	WV	Interlocal Agreement	TC	22,246	2825 W Lehman Ave., 3650 S Market Street	West Valley	No	No	Developed
WVLRT	WV - Amend:11	240, 241, 241:2E, 241:EX	TC	38,291	Parcel 240 & 241	West Valley	Yes	No	Developed
WVLRT	WVIH	WVIH or BRT-25T	TC	7,841	3600 S Market Street	West Valley	No	Yes	Developed