Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, December 20, 2023 9:00 AM FrontLines Headquarters

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

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

1.	**Call to Order and Opening Remarks**	Chair Carlton Christensen
2.	**Pledge of Allegiance**	Chair Carlton Christensen
3.	**Safety First Minute**	Jay Fox
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of December 6, 2023 Board Meeting Minutes	
6.	**Reports**	
	a. Executive Director Report - UTA Memorial Grove	Jay Fox
7.	**Resolutions**	
	a. R2023-12-06 - Resolution Adopting the Authority's Final 2024 Budget	Viola Miller Brad Armstrong Daniel Hofer
	b. R2023-12-07 - Resolution Extending Free Fares on the UVX Line through August 2024	Monica Morton Kensey Kunkel
	c. R2023-12-08 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects	Tracy Young Gregg Larsen
	d. R2023-12-09 - Resolution Adopting Revised Bylaws	Annette Royle

8. Contracts, Disbursements and Grants

a.	Contract: Operations Work Assignment and Tracking System (Trapeze Software Group Inc.)	Alisha Garrett Cherryl Beveridge Tigran Melikyan
b.	Contract: UTA Headquarters and Salt Lake Central Redevelopment Preconstruction Advisory Services (Okland Construction Company, Inc.)	Paul Drake Sean Murphy
c.	Contract: Route Restoration and Equity Index Study (X-Factor Strategic Communications, LLC)	Russ Fox Alex Beim Alivia Vaughns
d.	Contract: 2023-2024 On-Board Survey (Resource Systems Group Inc.)	Russ Fox Alex Beim Dede Murrary
e.	Contract: UTA Support Fleet Purchase Order (Ken Garff West Valley Ford, LLC)	Jesse Rogers
f.	Contract: UTA Support Fleet Purchase Order (Tony Divino Toyota)	Jesse Rogers
g.	Contract: Critical Connections Study Funding Agreement (Redevelopment Agency of Salt Lake City, Salt Lake City, UDOT)	Patti Garver
h.	Contract: UTA Retirement Plan Investment Management Services (Cambridge Associates, LLC)	Ann Green-Barton
i.	Change Order: Onsite Wellness Clinic Services Amendment No. 3 - Contract Extension and Ratification of Past Disbursements (CareATC)	Ann Green-Barton
j.	Change Order: On-Call Systems Maintenance Contract Task Order #24-002 - 2024 TDX and Network Maintenance (Rocky Mountain Systems Services)	Dean Hansen
k.	Change Order: On-Call Systems Maintenance Contract Task Order #24-003 - 2024 General Engineering and Maintenance Support (Rocky Mountain Systems Services)	Dean Hansen
l.	Change Order: On-Call Systems Maintenance Contract Task Order #23-025 - 450 E. Crossover Materials (Rocky Mountain Systems Services)	Dean Hansen

m.	Change Order: On-Call Systems Maintenance Contract Task Order #24-001 - 2024 Key Personnel (Rocky Mountain Systems Services)	Dean Hansen
n.	Change Order: On-Call Systems Maintenance Contract Task Order #23-026 - 200 S. Boring Services (Rocky Mountain Systems Services)	Dean Hansen
o.	Change Order: On Demand Technologies Master Service Agreement Cost Estimate Increase and Service Order No. 5 - Southern Davis County & Southern Salt Lake County (River North Transit, LLC / Via)	Hal Johnson Shaina Quinn
p.	Revenue Change Order: Second Amendment to the Microtransit Cooperative Agreement (Salt Lake City Corporation)	Hal Johnson Shaina Quinn
q.	Pre-Procurements - Wayfinding Phase II - Blue Line - Right of Way Program Manager	Todd Mills

9. Service and Fare Approvals

a.	Promotional Fare Request: 2024 UTA On Demand Service Multi-Rider Fare	Kensey Kunkel Shaina Quinn
b.	Fare Agreement: Ski Bus Agreement (Davis County)	Camille Glenn
c.	Fare Agreement: Ski Bus Agreement (Snowbasin Resort Company)	Camille Glenn
d.	Fare Agreement: Ski Bus Agreement (SMHG Management LLC/Powder Mountain)	Camille Glenn

10. Discussion Items

a.	Outcomes for the Tender Offer for a Portion of the Authority's Outstanding Bonds	Viola Miller Brian Baker
b.	UTA Moves 2050 - Long Range Transit Plan (LRTP)	Russ Fox Megan Waters Alex Beim
c.	Community Outreach and Events Update	Megan Waters Cristobal Villegas

11. Other Business Chair Carlton Christensen

a. Next Meeting: Wednesday, January 10th, 2024 at 9:00 a.m.

12. Adjourn Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
    - Use this link- https://rideuta.zoom.us/webinar/register/WN_adCtFsSwRfi27bRx2kSPtA and follow the instructions to register for the meeting (you will need to provide your name and email address).
    - Sign on to the Zoom meeting through the URL provided after registering
    - Sign on 5 minutes prior to the meeting start time.
    - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
    - Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - Comments submitted before 2:00 p.m. on Tuesday, December 19th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

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

TITLE:

Approval of December 6, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the December 6, 2023, Board of Trustees meeting

BACKGROUND:
A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday December 6, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/875653.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-12-06_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, December 6, 2023 9:00 AM FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:03 a.m. He mentioned Trustee Jeff Acerson was delayed in his commute and would be joining the meeting late.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Trustee Beth Holbrook delivered a brief safety message.

4. Public Comment

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

Online Comment
No online comment was received.

5. Consent

a. Approval of November 8, 2023 Board Meeting Minutes

b. Approval of November 1, 2023 Board Budget Hearing Minutes

c. Oath of Office: Officer and Acting Comptroller - Eric Barrett

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

6. Reports

a. Executive Director Report

- **UTA Commendations**

Chief Communications Officer

Jay Fox, UTA Executive Director, announced the agency has hired Heather Barnum to be its Chief Communications Officer.

UTA Commendations

Jay Fox was joined by Cherryl Beveridge, UTA Chief Operating Officer; Mike Toronto, UTA Manager of Service Delivery; Jaron Robertson, UTA Acting Light Rail General Manager; and Dalan Taylor, UTA Chief of Police & Public Safety Manager.

Jared "Troy" Larsen, UTA Operator, and Kaitlin Fairow, UTA TRAX Operator, were recognized for acts of community service. Larsen located a lost child with disabilities and returned him to his family, and Fairow reported an assault that occurred on the system and provided a description of the perpetrator that led to his apprehension.

b. Discretionary Grants Report

Gregg Larsen, UTA Manager of Grant Services, was joined by Alma Haskell, UTA Grants Development Administrator. Larsen reviewed grant applications awaiting selection, along with discretionary grants/appropriations selected. The latter include:

- Congestion Mitigation & Air Quality (CMAQ) On-Route Charging Infrastructure (Ogden): $1.4 million
- CMAQ On-Route Charging Infrastructure (Salt Lake City): $1.3 million
- Carbon Reduction Program (CRP) On-Route Charging Infrastructure (Salt Lake City): $1.5 million
- CMAQ Midvalley Connector Electric Buses: $2 million
- Fiscal Year (FY) 23 West Side Express Transit Community Project Funding (CPF): $3.5 million
- Federal Transit Administration (FTA) Small Starts Midvalley Connector: $62.8 million
- FTA Rail Replacement (20 light rail vehicles): $60 million
- FTA Low and No Emission Vehicles (25 compressed natural gas buses): $17.1 million

Discussion ensued. Questions on the Federal Highways Administration grant management and Midvalley Connector grant application status were posed by the board and answered by staff.

c. Community Advisory Committee Report

Megan Waters, UTA Community Engagement Director, was joined by Logan Milsap, UTA Community Advisory Committee Member. Waters provided an update on the

Community Advisory Committee (CAC), including its membership, focus areas and direction, 2023 initiatives, and 2024 priorities.

Milsap spoke about his participation on the CAC and the committee's value and contributions.

7. Discussion Items

a. Proposed 2024 Final Budget

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy, and Megan Waters. Miller and Armstrong both joined the meeting electronically.

Miller reviewed changes to the final operating and capital budgets, as well as the 2024 budget 5-year sources and uses. She concluded by discussing the next steps in the budget approval process.

Waters then reported on public engagement efforts related to the 2024 budget.

Discussion ensued. Questions clarifying the budget adjustments and questions on themes in the public comments related to the budget were posed by the board and answered by staff.

8. Resolutions

a. R2023-12-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2024

Chair Christensen summarized the resolution, which sets UTA Board of Trustees and UTA Audit Committee meeting dates for 2024.

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

Aye: Chair Christensen, and Trustee Holbrook

Excused: Trustee Acerson

b. R2023-12-02 - Resolution Adopting the Authority's 2024-2028 Capital Plan

David Hancock, UTA Chief Capital Services Officer, was joined by Daniel Hofer, UTA Director of Capital Assets & Project Controls. Hancock outlined the resolution, which adopts the Utah Transit Authority 5-Year Capital Plan 2024 through 2028. Hofer then reviewed the capital plan, 2024 capital budget, and next steps in the approval plan and budget approval processes.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, that this

resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, and Trustee Holbrook

Excused: Trustee Acerson

c. R2023-12-03 - Resolution Approving the Naming of the Midvalley Bus Rapid Transit System as the Midvalley Express "MVX"

G.J. LaBonty, UTA Manager of Customer Experience, was joined by Katie Morrison, UTA Strategic Communications & Content Manager. LaBonty summarized the resolution, which approves the naming of the Midvalley Bus Rapid Transit (BRT) system as the Midvalley Express (MVX).

Discussion ensued. A question on trademarking was posed by the board and answered by staff.

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

Aye: Chair Christensen, and Trustee Holbrook

Excused: Trustee Acerson

d. R2023-12-04 - Resolution Authorizing the Financing of Transit Vehicles through the 2023 Equipment Lease-Purchase Agreements, and Related Matters

Rob Lamph, UTA Assistant Treasurer, was joined by Randall Larsen, attorney with the law firm Gilmore Bell. Lamph explained the resolution, which authorizes the 2023 tranches of the previously approved multi-year equipment lease purchase agreement with Banc of America Public Capital Corp. The total value of the 2023 tranche is $28,582,868.

Discussion ensued. A question on vehicle funds currently in escrow was posed by the board and answered by Lamph.

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

Aye: Chair Christensen, and Trustee Holbrook

Excused: Trustee Acerson

e. R2023-12-05 - Resolution Granting Expenditure and Disbursement Authority for 2023 Parts Inventory Purchases and Ratifying Certain 2023 Parts Inventory Purchases and Disbursements

Todd Mills, UTA Director of Supply Chain, summarized the resolution, which grants expenditure and disbursement authority for 2023 parts inventory purchases and ratifies certain 2023 parts inventory purchases and disbursements. The ratification applies to purchase amounts designated in resolution R2023-07-08 that will be

exceeded due to unforeseen demand for certain parts.

Discussion ensued. Questions on projections through year end and forecasting methodology for 2024 were posed by the board and answered by Mills.

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

Aye: Chair Christensen, and Trustee Holbrook

Excused: Trustee Acerson

9. Contracts, Disbursements and Grants

a. Contract: Replacement of Air Handler Units at Ogden Bus Garage (Smith Co.)

Kevin Anderson, UTA Director of Maintenance Support, was joined by Guy Miner, UTA Facilities Maintenance Manager. Anderson requested the board approve a $212,500 contract with Smith Co. for the replacement of HVAC units at the Ogden Bus Garage.

Discussion ensued. Questions on the lifespan and function of the new units were posed by the board and answered by Anderson.

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

b. Contract: Davis-Salt Lake City Community Connector Environmental & Preliminary Design (Horrocks Engineers, Inc.)

Patti Garver, UTA Manager of Environmental Compliance & Sustainability, was joined by Alex Beim, UTA Manager of Long-Range Strategic Planning. Garver requested the board approve a $1,192,947 contract with Horrocks Engineers, Inc. for environmental and preliminary design work on the Davis-Salt Lake City Community Connector.

Discussion ensued. A question on the timeframe for completing the scope of work was posed by the board and answered by staff.

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

c. Contract: Claims Management Software (Origami Risk, LLC)

Matt Parker, UTA Information Security Manager, was joined by Dave Pitcher, UTA Claims & Insurance Manager, and Justin Palmer, UTA IT Project Manager. Parker requested the board approve a $745,725 contract with Origami Risk, LLC for claims management software.

Discussion ensued. Questions on the current software discontinuation, the new product implementation, and software support during the transition to a new system were posed by the board and answered by staff.

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

d. Contract: Insurance Broker Services and Premium Disbursements (Alliant Insurance Services, Inc.)

Dave Pitcher requested the board approve a contract with Alliant Insurance Services, Inc. for insurance brokerage services. The contract has a three-year base term with two one-year options. The total contract value for the brokerage services, including the options, is $349,750. Pass-through payments to the commercial insurance companies providing coverage to UTA are also contemplated in the agreement. The estimated cost of pass-through premium payments for the full five-year term on the contract is $18,487,495.

Discussion ensued. A question on market access requirements was posed by the board and answered by Pitcher.

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

e. Contract: FrontRunner Wayfinding Signage Phase I (Serigraphics Sign Systems, Inc.)

G.J. LaBonty was joined by Andy Stevenson, UTA Customer Experience Project Manager. LaBonty requested the board approve a contract with Serigraphics Sign Systems, Inc. for the design, fabrication, and installation of aluminum wayfinding signage on the FrontRunner system. The contract has a not-to-exceed value of $1,050,263.

Discussion ensued. Questions on the timeline for the phase I implementation and signage design were posed by the board and answered by staff.

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

f. Contract: Funding Memorandum of Agreement for Public Transit Services through Big and Little Cottonwood Canyons (Salt Lake County)

Russ Fox, UTA Director of Planning, requested the board approve a $320,000 memorandum of agreement with Salt Lake County to provide financial support for the operation of the Visit Salt Lake Cottonwood Connect service during the 2023-2024 winter season.

Discussion ensued. Chair Christensen clarified that while the contract is through Salt Lake County, the service will be provided by Visit Salt Lake.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, that this memorandum of agreement be approved. The motion carried by a majority vote.

Trustee Acerson joined the meeting at 10:41 a.m.

g. Pre-Procurements
- Mt. Ogden Administration Building Design

Todd Mills was joined by Paul Drake, UTA Director of Real Estate and Transit-Oriented Development, and David Osborn, UTA Project Manager III.

Mills indicated the agency intends to procure the services outlined on the meeting agenda.

Discussion ensued. Questions on the decisions regarding the building (i.e., renovation vs. new construction) and incorporation of training space in the new facility were posed by the board and answered by staff.

Chair Christensen called for a recess at 10:46 a.m.

The meeting resumed at 10:55 a.m.

10. Service and Fare Approvals

a. Contract: 2023/2024 Ski Bus Agreement (Brighton Resort)

Russ Fox was joined by Monica Howe, UTA Fares Director. Staff requested the board approve a contract with Brighton Resort to provide a volume-based discount for fare. The discount allows the resort to apply its savings to alternative transportation options for resort employees, effectively increasing UTA's ski bus passenger capacity by approximately 50 percent. The contract has an estimated value of $167,143 to $222,856, depending on volume.

Discussion ensued. A question on whether resort employees are tapping on and tapping off with their passes was posed by the board and answered by staff.

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

b. Contract: 2023/2024 Ski Bus Agreement (Snowbird Resort)

Russ Fox was joined by Monica Howe. Staff requested the board approve a contract with Snowbird Resort to provide a volume-based discount for fare and a discount for UTA Vanpool service. The discount allows the resort to apply its savings to alternative transportation options for resort employees (i.e., private shuttles and UTA Vanpool service), effectively increasing UTA's ski bus passenger capacity by approximately 50 percent. The contract has a total estimated value of $142,793 to $251,896, depending on volume.

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

11. Budget and Other Approvals

a. UTA Policy - UTA.01.01 Ethics

Mike Hurst, UTA Director of Internal Audit, highlighted updates to the ethics policy, such as updating roles and adjusting provisions related to vendor-provided meals.

Discussion ensued. Questions on the implications of the new policy related to reimbursing UTA employees for work-related meals and training were posed by the board and answered by Hurst.

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

12. Discussion Items

a. UTA Fee Schedule

Tim Merrill, Assistant Attorney General, was joined by Eric Barrett, UTA Acting Comptroller, and Michael Goldman, UTA Special Services Program Manager. Merrill cited state statute related to the adoption of ordinances, resolutions, or orders, and discussed the different types of fees charged by the agency. He provided a history of the internal effort to create a uniform fee schedule.

Goldman outlined proposed fee schedule groupings, along with the fees allocated to specific groupings. Staff is proposing fees be grouped by communications and marketing, requests for records, public safety, real estate and transit-oriented development, and vanpool.

Discussion ensued. Questions on the objectives for consolidating the fee schedule (particularly as it relates to transparency), comprehensiveness of the effort, clarity and definitions in the fee schedule, public hearing requirements related to fee changes, and waivers were posed by the board and answered by staff. Chair Christensen recommended soliciting public comment on the proposed fee schedule when it is finalized.

b. Customer Experience Program Update

Russ Fox was joined by G.J. LaBonty. LaBonty provided an update on the customer experience program, including its history, objectives, and cross-functionality. He discussed wayfinding, efforts to improve customer trip planning, access to real-time information, comfort, safety, and on-board experience. LaBonty concluded with a review of the 2024 Customer Experience Strategic Plan and wayfinding project schedule.

Discussion ensued. Questions on signage design and system beacons were posed by the board and answered by LaBonty. Chair Christensen suggested looking at solar lighting that dims when no movement is detected to save on battery life.

13. Other Business

a. Next Meeting: Wednesday, December 20th at 9:00 a.m.

14. Closed Session

a. Strategy Session to Discuss Collective Bargaining

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and closed session convened at 11:57 a.m.

15. Open Session

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to return to open session. The motion carried by a unanimous vote.

Trustee Holbrook left the meeting following closed session.

The meeting reconvened in open session at 12:32 p.m.

16. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 12:32 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at https://www.utah.gov/pmn/sitemap/notice/875653.html for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/270?view_id=1&redirect=true&h=1f0577953ab71f191831eda822f0f489.

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

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

TITLE:

Executive Director Report

- **UTA Memorial Grove**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

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

- UTA Memorial Grove

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer Brad Armstrong, Director, Budget and Financial Strategy Dan Hofer, Director, Capital Assets and Project Controls

TITLE:

R2023-12-06 - Resolution Adopting the Authority's Final 2024 Budget

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-12-06 adopting the Agency's Final 2024 Budget

BACKGROUND:
Each year, a final budget is brought forward to the Board of Trustees for adoption. The 2024 budget development process included the development of a strategic framework, budget planning, evaluation of budget and financial plan assumptions, and the development, prioritization, and selection of budget initiatives and capital projects for inclusion in the 2024 budget.

The resulting Tentative Budget was presented and reviewed by the Board of Trustees with Board adoption at its October 25, 2023 meeting. At its November 29, 2023 meeting, the Local Advisory Council reviewed the Tentative Budget. The Council also approved the 5-year Capital Plan and recommended its adoption by the Board. The Tentative Budget was sent to Stakeholders and was open for public review and comment from November 1 to December 1, 2023.

At its December 6, 2023 meeting, the Board of Trustees reviewed and discussed the proposed Final 2024 Budget and received the Public Engagement Report from UTA's Hearing Officer. Approval of the resolution adopting the Final 2024 Budget is the last step in setting the budget for 2024.

DISCUSSION:

This resolution provides for the adoption of the Final 2024 Budget. Summary information about the Final 2024 Budget is provided in the Resolution's Exhibits A, A-1, and A-2. More detail is provided in the preliminary Final 2024 Budget Document attached to this meeting memo (the final document will be published after adoption of the budget).

A list of proposed changes to the Tentative Budget Document was presented in detail to the Board on December 6, 2023 for their consideration and are attached for reference (Attachments B and B-1 to this memo).

Following the Board's approval of the Final 2024 Budget, staff will finalize and distribute the Adopted Final 2024 Budget Document.

The Resolution's Exhibits A and A-1 provide summary information for the operating and capital budgets. Budgetary controls are based upon the classifications provided in this exhibit. Exhibit A-2 provides summary information for the operating budget by Office.

Monthly financial reporting for January 2024 and thereafter will include an exhibit which provides budget versus actual financial reporting based upon these classifications.

The Final 2024 Budget Document will provide detailed information for the operating and capital budgets.

ALTERNATIVES:
State law and the Authority Bylaws require the Board to adopt a final budget prior to the end of the fiscal year. The Board of Trustees may choose to revise or delay approval of the Final 2024 Budget. If the Final 2024 Budget is not adopted by December 31, 2023, the Tentative 2024 Budget serves as the 2024 budget until the Final 2024 Budget is approved.

FISCAL IMPACT:
The 2024 Operating and Capital Budgets and underlying 5-year financial plans are financially constrained. The 2024 Operating Budget is $425,512,000 and the 2024 Capital Budget is $230,433,000.

ATTACHMENTS:

1. R2023-12-06 - Resolution Adopting the Authority's Final 2024 Budget, including:
    a. Exhibits A and A-1 - Operating and Capital Budget Summaries
    b. Exhibit A-2 - Operating Budget Summary by Office
2. Exhibits B and B-1 - Proposed changes to Tentative 2024 Budget Document
3. Preliminary Draft - Final 2024 Budget Document
4. Final Public Engagement Report

DocuSign Envelope ID: 578F0978-7C73-4F1E-BC57-FD62B9B89737

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE AUTHORITY'S FINAL 2024 BUDGET

R2023-12-06 December 20, 2023

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

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

WHEREAS, Board Policy 2.3–Budget establishes the requirements to develop, propose and amend the Authority's annual budget; and

WHEREAS, as part of that budget process, on October 25, 2023, the Board approved a tentative budget, provided notice for, and held a public hearing which occurred on November 1, 2023, and provided copies of that budget and notice to interested persons and to those entities identified by statute; and

WHEREAS, on November 29, 2023, the Local Advisory Council reviewed the Authority's tentative budget and provided their consultation and advice to the Board of Trustees; and

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

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

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

1. That the Board hereby approves the adoption of the Authority's Final 2024 Budget, a copy of which is attached to this Resolution as Exhibits A and A-1.

2. That the 2024 monthly financial reports shall also include budget versus actual comparisons based upon the operating budget classifications attached to this Resolution as Exhibit A-2.

3. That this Resolution stay in full force and effect until superseded by further action of the Board.

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

5. That the corporate seal be attached hereto.

Approved and Adopted this 20th day of December 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

DocuSign Envelope ID: 578F0978-7C73-4F1E-BC57-FD62B9B89737

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
December 20, 2023
Exhibit A

	Revenue	2024 Budget
1	Sales Tax	$ 493,670,000
2	Federal Preventive Maintenance	96,960,000
3	Passenger Revenue	37,981,000
4	Advertising	2,328,000
5	Investment Income	5,625,000
6	Other Revenues	12,647,000
7	Stimulus Funding	-
8	**Total Revenue**	**649,211,000**
	Operating Expense	
9	Bus	142,990,000
10	Commuter Rail	38,020,000
11	Light Rail	64,500,000
12	Paratransit	29,144,000
13	Rideshare/Vanpool	4,012,000
14	Microtransit	12,949,000
15	Operations Support	64,519,000
16	Administration	54,756,000
17	Planning/Capital Support	13,622,000
18	Non-Departmental	1,000,000
19	**Total Operating Expense**	**425,512,000**
	Debt Service, Contribution to Reserves, and Transfer to Capital	
20	Principal and Interest	165,725,000
21	Bond Service Utah County for UVX BRT program	3,375,000
22	Contribution to Reserves	21,000,000
23	Transfer to Capital	33,599,000
24	**Total Debt Service, Reserves, Transfers**	**223,699,000**
25	**Total Expense**	**$ 649,211,000**

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UTAH TRANSIT AUTHORITY
2024 CAPITAL BUDGET
December 20, 2023
Exhibit A-1

	Funding Sources	2024 Budget
1	UTA Current Year Funding	$ 116,579,000
2	Grants	58,020,000
3	Local Partner Contributions	8,823,000
4	State Contribution	13,447,000
5	Leasing	27,234,000
6	Bonds	6,330,000
7	**Total Funding Sources**	**230,433,000**
	Expense	
8	State of Good Repair	115,176,000
9	Mid Valley Connector	10,000,000
10	VW Battery Buses	7,391,000
11	Ogden/Weber State University BRT	5,600,000
12	HB322 Future Rail Car Purchase Payment	5,000,000
13	Capital Contingency	5,000,000
14	Other Capital Projects	82,266,000
15	**Total Expense**	**$ 230,433,000**

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UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
December 20, 2023
Exhibit A-2

	Revenue	2024 Budget
1	Sales Tax	$ 493,670,000
2	Federal Preventive Maintenance	96,960,000
3	Passenger Revenue	37,981,000
4	Advertising	2,328,000
5	Investment Income	5,625,000
6	Other Revenues	12,647,000
7	Stimulus Funding	-
8	**Total Revenue**	**$ 649,211,000**

	Operating Expense		FTE
9	Board of Trustees	$ 3,370,000	16.0
10	Executive Director	6,414,000	31.5
11	Communications	4,279,000	17.5
12	Operations	318,817,000	2,311.7
13	Finance	20,287,000	136.0
14	Service Development	7,543,000	59.0
15	Planning & Engagement	23,144,000	84.2
16	Enterprise Strategy	28,645,000	124.0
17	People Office	12,013,000	94.0
18	Non-Departmental	1,000,000	-
19	**Total Operations**	**425,512,000**	**2,873.9**
20	Debt Service	169,100,000	
21	Contribution to Reserves	21,000,000	
22	Transfer to Capital Budget	33,599,000	
23	**Total Tentative 2024 Operating Budget**	**$ 649,211,000**	**2,873.9**

UTAH TRANSIT AUTHORITY
2024 TENTATIVE TO FINAL OPERATING BUDGET
December 20, 2023
Exhibit B

	Revenue	Tentative 2024 Budget	Carry Forward	Budget Adjustments	Budget Moves (no net $ Change)	Final 2024 Budget
1	Sales Tax	$ 493,670,000				$ 493,670,000
2	Federal Preventive Maintenance	96,960,000				96,960,000
3	Passenger Revenue	37,981,000				37,981,000
4	Advertising	2,328,000				2,328,000
5	Investment Income	5,625,000				5,625,000
6	Other Revenues	12,647,000				12,647,000
7	Stimulus Funding	-				-
8	**Total Revenue**	**649,211,000**	**-**	**-**	**-**	**649,211,000**
	Operating Expense					
9	Bus	142,703,000		(5,000)	292,000	142,990,000
10	Commuter Rail	38,028,000		(1,000)	(7,000)	38,020,000
11	Light Rail	64,530,000		(4,000)	(26,000)	64,500,000
12	Paratransit Service	29,154,000		(1,000)	(9,000)	29,144,000
13	Rideshare/Vanpool	4,012,000				4,012,000
14	Microtransit	12,949,000				12,949,000
15	Operations Support	64,424,000		(1,000)	96,000	64,519,000
16	Management & Support	54,515,000		659,000	(418,000)	54,756,000
17	Planning/Capital Support	13,228,000	325,000	(3,000)	72,000	13,622,000
18	Non-Departmental	1,000,000				1,000,000
19	**Total Operating Expense**	**424,543,000**	**325,000**	**644,000**	**-**	**425,512,000**
	Debt Service, Contribution to Reserves, and Transfer to Capital					
20	Principal and Interest	165,725,000				165,725,000
21	Bond Service Utah County for UVX BRT	3,375,000				3,375,000
22	Contribution to Reserves	21,000,000				21,000,000
23	Transfer to Capital	34,568,000	(325,000)	(644,000)		33,599,000
24	**Total Debt Service and Reserves**	**224,668,000**	**(325,000)**	**(644,000)**	**-**	**223,699,000**
25	**Total Expense**	**$ 649,211,000**	**$ -**	**$ -**	**$ -**	**$ 649,211,000**

UTAH TRANSIT AUTHORITY
2024 TENTATIVE CAPITAL BUDGET
December 20, 2023
Exhibit B-1

	Funding Sources	Tentative 2024 Budget	Carry Forward	Budget Adjustments	Final 2024 Budget
1	UTA Current Year Funding	$ 116,579,000			$ 116,579,000
2	Grants	58,020,000			58,020,000
3	Local Partner Contributions	8,823,000			8,823,000
4	State Contribution	13,447,000			13,447,000
5	Leasing	27,234,000			27,234,000
6	Bonding	6,330,000			6,330,000
7	**Total Funding Sources**	**230,433,000**	**-**	**-**	**230,433,000**
	Expense				
7	State of Good Repair	115,176,000			115,176,000
8	Mid Valley Connector	10,000,000			10,000,000
9	VW Battery Buses	7,391,000			7,391,000
10	Ogden/Weber State University BRT	5,600,000			5,600,000
11	HB322 Future Rail Car Purchase Paymer	5,000,000			5,000,000
12	Capital Contingency	5,000,000			5,000,000
13	Other Capital Projects	82,266,000			82,266,000
14	**Total Expense**	**$ 230,433,000**	**$ -**	**$ -**	**$ 230,433,000**

Utah Transit Authority

Budget Document

2024

Preliminary Draft



UTA

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Message from the Board of Trustees

The Utah Transit Authority (UTA) 2024 budget supports our strategic direction and demonstrates responsible stewardship of public funds to fulfill our mission: We Move You. This mission drives everything we do. Our 2024 budget combines $426M for operations and $230M in capital investment to deliver safe, high quality, convenient public transportation for a growing community of customers and demand for service across the Wasatch Front.

The board values community confidence in UTA and we are governing intentionally with foresight, transparency, and prudent fiscal management to ensure the agency is stronger and more vibrant than ever. During the economically uncertain five years of our tenure, we have guided UTA to a better financial condition by reducing our debt ratio from 25 to 21 percent and leveraged market conditions to save taxpayers $11.5 million in financing expenses and earn $20 million in interest revenue.

Additionally, we have bolstered UTA's partnership with the Utah Department of Transportation (UDOT) to advance rail service, improve coordination and planning, and implement vital transportation infrastructure for the future. Together, UTA and UDOT provide unified transportation choices for Utahns, assisting municipalities and communities to guide our growth for better mobility, connection, and long-term economic impact.

We appreciate the leadership of Governor Cox and the Utah Legislature to invest in core capacity and sustainable, healthy growth for future generations. UTA shares their vision and is firmly committed to moving it forward.



Carlton Christenson
Board Chair
Salt Lake County



Beth Holbrook
Trustee
Davis, Weber, Box Elder Counties



Jeff Acerson
Trustee
Tooele, Utah Counties

Message from the Executive Director



In 2023, the Utah Transit Authority began a fundamental shift in its course. This transformation occurred on several fronts - **strategy, safety, service,** and **partnership.** And our evolution as the largest transit agency in Utah, serving the citizens, communities, educational institutions, and businesses throughout the Wasatch Front, is running concurrently with unprecedented investment by our federal, state, and local stakeholders. Our success this year, and looking forward to 2024 and beyond, continues to be propelled by our outstanding OneUTA team of dedicated employees who live our mission – WE MOVE YOU – every trip and every day.

Strategy

The UTA Board of Trustees adopted their 2030 UTA Strategic Plan in late 2022, refreshing our mission and vision, and defining UTA's five strategic priorities:

- Achieving organizational excellence
- Exceeding customer expectations
- Moving Utahns to a better quality of life
- Building community support
- Generating critical economic return

UTA employees now coordinate everything we do around these five priorities. Working with our executive team, we have an agency-wide focus built on a culture which embraces strategic alignment, continuous improvement, leadership engagement, and celebration of success.

Looking to 2024, leadership development is foundational to promoting organizational culture consistent with our UTA Way, cascading across the enterprise to our frontline operations professionals. We will promote resources and opportunities in support of organizational excellence to ensure superior service delivery.

Safety

Above all, UTA prioritizes safety. During 2023, we made game-changing investments and invested life-saving resources to enhance the safety of our customers and our employees.

The condition of our vehicles, rails, and other transit assets directly affects their safe operation. This year, we completed a major replacement of TRAX rail on 400 South in Salt Lake City as TRAX heads east to the University of Utah. This "S-Curve" section receives inordinate wear due to wheel friction. To decrease the cost and improve the process of future rail maintenance, UTA installed a type of removable rail assembly, rather than traditional rail installation in concrete.

To further customer safety, we increased the active presence of UTA employees on our system, with visible participation by UTA Ambassadors, Travel Trainers, and UTA Police. We also set up a new video security center to monitor and communicate across our system. Enhanced cameras monitor key rail crossings, and infrared technology helps detect trespassers even after daylight hours.

UTA practices the safety we preach to the public. New UTA employees receive safety training in their employee orientation. We train UTA employees to monitor their surroundings and safeguard the public. During 2023 we recognized several operations employees who went out of their way to help persons in need. One of these UTA heroes is a bus operator who stopped to rescue a woman being attacked by a vicious dog.

In a historic and appreciated acknowledgement during the 2023 session of the Utah Legislature, state lawmakers unanimously passed a resolution declaring the vital importance of keeping UTA operators safe as they serve the community. That legislative pronouncement also recognized that transit constitutes a community-connector lifeline essential to Utah's critical infrastructure.

Looking forward, in 2024 we will work to provide TRAX and bus operators with additional video and camera resources. We will also seek funding to procure advanced technology to improve inspection of UTA's rail network.

Our Maintenance of Way (MOW) employees maintain our rail corridors in challenging environments, especially when working around electrical lines and equipment. To improve the safety and efficiency of their efforts, UTA plans to create an MOW training yard that replicates the conditions of a live UTA work site.

Finally, in 2024 we will create a program to provide vaccination against Hepatitis B for employees whose work may put them at risk for infection.

Service

The year saw fundamental changes in how UTA provides transit service to the community. In a time where Utah and our entire country struggled with labor shortages, UTA continued to meet the community's service demands. For our bus network, we achieved this through strategic service planning and optimizing corridors to ensure more direct and efficient routes. UTA is improving bus operator scheduling processes and working with operator representatives for all modes to achieve better working conditions.

We continue to promote and expand our innovative and popular microtransit service, UTA On Demand. This service has multiplied UTA's reach into growing suburban communities where transit access for lower housing densities may not adequately be supported by traditional fixed route service.

Faced with a nationwide shortage of bus operators, we have seen dramatic results from new UTA hiring strategies. Compared with 2022, we achieved by mid-2023 a 120% increase per average month in bus operator applications, and a 197% increase in monthly bus operator trainee hires.

Exceeding customer expectations means improving the customer experience of riding UTA. We are doing this by installing new comfortable and resilient seats to replace old fabric seating on TRAX. And in 2024 we will continue to make wayfinding improvements including the development of digital, real-time in-transit messaging.

Next year, with support from our federal partners, we begin the process of replacing old high-floor TRAX Blue Line vehicles with level boarding cars. This will be a major improvement in safety and accessibility for our customers.

Also in 2024, we will begin construction on the Midvalley Bus Rapid Transit system, which will deliver a more efficient, train-like rider experience and increase west-east access for our customers. And, in support of our

quality-of-life priorities, UTA is budgeting additional funding for service planning tools and human resources to continue enhancing our capacity to serve a rapidly growing population.

Partnership

During 2023, UTA achieved unprecedented progress in the level and impact of our partnership with the communities we serve. Transit-Oriented Communities and Transit-Oriented Development are now common phrases up and down the Wasatch Front. UTA supports communities with station area planning expertise and facilitation in over 30 cities.

UTA's partnership with UDOT promises to enhance travel options and improve service for millions of Utahns. The FrontRunner Strategic Double-Tracking project is moving forward with each agency contributing expertise and vision for a more frequent, reliable, and effective travel experience on UTA's 80-mile passenger rail spine.

UTA collaborates with universities, regional planning organizations, municipalities, advocacy groups, and other entities to forge a collaborative approach to Utah's collective challenges, including rapid population growth and air quality. We are increasing the number of electric buses in our fleet and adding electric charging infrastructure in three locations. This year we opened the Depot District, a state-of-the-art bus maintenance facility to service high-tech buses and train a new line of maintenance experts to keep them in top condition. And UTA is a member of a new statewide steering committee tasked with guiding transportation electrification throughout Utah.

Finally, and in partnership with the entire region, UTA proudly welcomed and moved nearly 100,000 guests from around the world during the NBA All-Star week, treating visitors to a delightful and seamless transit experience. During those days, which I describe as our finest hours, we set the bar high as we prepare for the anticipated return of the Winter Olympic Games to Utah.

On the following pages I have highlighted a few of the key components of our 2024 operating budget and five-year capital plan. Those initiatives and projects, along with the valued work of our Board of Trustees and OneUTA team, demonstrate our public transportation pledge and strategic focus.

We Move You. Today and tomorrow!



Jay M. Fox
Executive Director

2024 Operating Budget Highlights

- Funding to support the growth of the popular On Demand service in South Salt Lake County and additional FrontRunner service.
- Funding for operator recruitment activity to meet the challenges of an ongoing tight labor market.
- Increased facilities service positions to help maintain system facilities in a clean and safe manner.
- Provision of funding for Hepatitis B vaccination of employees whose work may put them at risk for infection.
- Strengthens support for accounting and financial functions to provide the proper information and support required for enhanced compliance and decision making.
- Funds data integration and adds additional Transit app capabilities to help drive increased system efficiency and ease of customer use.
- Continued funding for a Transit Connection Program to foster efforts across UTA in addressing social issues, transit education, and connection with transit for our community through supportive response to incidents; Transit Ambassadors on TRAX trains; and training resources for communities accessing transit.
- Adds several positions to support UTA's social media and other communications with its customers.

2024 Capital Budget and $1.3 billion 5-year Capital Plan Highlights

- Focus on safety, security, reliability, and maintaining a state of good repair (SGR) for our revenue vehicles, infrastructure, and support systems.
- Invests $815 million in State of Good Repair activities.
- Provides $10 million in funding for the start of the replacement of older high-floor TRAX Blue Line vehicles with level boarding cars (2024). Projected total cost for this effort will be $240 million (2024-2028).
- Continued investment in electric vehicles and electric charging infrastructure.
- Investment in equipment and technology to help enhance operator and customer safety.
- Begins construction of the Midvalley Bus Rapid Transit system with a $10 million investment (2024). Projected total cost for 2024 to 2028 of $101 million.
- Invests more than $12 million in the replacement of UTA fare systems to meet the needs of our customers (2024).
- Provides $39 million to support local partner's high priority projects (2024-2028)
- Addresses UTA's most pressing technology needs including system improvement to support a new UTA fare system, new radio communication system, and critical business system replacements (2024-2028)

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Utah Transit Authority
Utah

For the Fiscal Year Beginning

January 01, 2023

Christopher P. Morrill

Executive Director

[12]

About the Utah Transit Authority

UTA's vision is simple – We Move You. Since its beginnings in 1970, UTA has expanded from a small company operating 90 buses and traveling 3 million annual service miles, to its current system that offers streetcar, light rail, commuter rail, bus rapid transit (BRT) vanpool, fixed-route bus, express bus, ski bus, paratransit, route deviation services, and UTA On Demand microtransit service. The agency currently provides tens of millions of passenger rides to the customers in its service area. The Special Services Business Unit offers paratransit and route deviation services along the Wasatch Front.

In 2024, UTA's bus services will offer regular fixed route, express, and bus rapid transit with 1.4 million scheduled service hours with an estimated 16 million service miles planned. The TRAX light rail system in Salt Lake County is scheduled to operate 270,000 hours providing 7.1 million service miles, and the FrontRunner commuter rail system, which runs almost 85 miles from Ogden to Provo, will operate 99,000 service hours and 1.3 million service miles. The two-mile S-Line Streetcar line connects neighborhoods in South Salt Lake and the Sugar House area in Salt Lake City. UTA On Demand Microtransit service, initially launched in November 2019, continues to emerge as a new and highly popular public transportation choice, and UTA opened its second service area in late-2021. In 2024, UTA will offer an estimated 185,000 hours of On Demand service, or about 43% over 2023 projected service hours.

Combined, UTA estimates these integrated, coordinated transit services will support an estimated 36 million riders in 2024. UTA serves the populations of Weber, Davis, Utah, Box Elder, Tooele, and Salt Lake counties. As UTA covers a large geographic region and serves more than 79 percent of the state's population, the agency works to support Utah's thriving economy by supporting the growth of the communities we serve and help people get to where they want to go when they need to be there. In recent years, UTA has renewed its emphasis on service and is committed to increase outreach to and input from customers and communities better aligning our services with community needs and increasing access to public transportation.

We support our communities by improving mobility, facilitating economic development and access to opportunity with frequent, reliable, and extensive service. In addition, UTA will be engaging the community and stakeholders on several major initiatives and activities such as a comprehensive on-board survey, UTA fare policy review, mobility service plans, service choice decisions, and station area and a transit-oriented communities strategy that looks beyond traditional transit-oriented developments.

Strategic Plan, Budget Priorities, and Budget Process

In 2022, the Board of Trustees began the process of creating a Strategic Plan to guide the Agency for the next 10 years. The Board contracted with Transpro, an industry leading strategic planning consultant specializing in Transit planning to develop the plan, implementation strategy, and recommendations for reporting on progress.

Working with UTA leadership throughout 2022, the Board has adopted a Vision statement and objectives that will articulate desired outcomes, set goals for achieving those outcomes, provide a framework to measure UTA's progress, and create new tools to communicate our progress with decision makers, taxpayers, customers, and our partners. This new Strategic Plan will guide investment decisions and provide the agency with a new strategic direction.

Vision

We Move You.

Strategic Priorities



Moving Utahns to a Better Quality of Life

- 70% of Utah's population (75% of UTA's service area) resides within one-half mile of UTA's transit service, and the carbon footprint of UTA vehicles and facilities is reduced by 25%



Exceeding Customer Expectations

- Achieve a 45% increase—10% every two years—in UTA's Net Promoter Score (How likely would you be to recommend UTA to your friends and family?).



Achieving Organizational Excellence

- Receive industry recognition for operating a dynamic and forward-thinking public enterprise—a nimble, innovative, thriving environment for professional achievement.



Building Community Support

- More than 100 actively engaged formal alliances and affinity groups telling their stories in ways that influence transit-friendly outcomes.



Generating Critical Economic Return

- Communities across the region and state recognize the economic value and positive return on investment that UTA provides statewide.

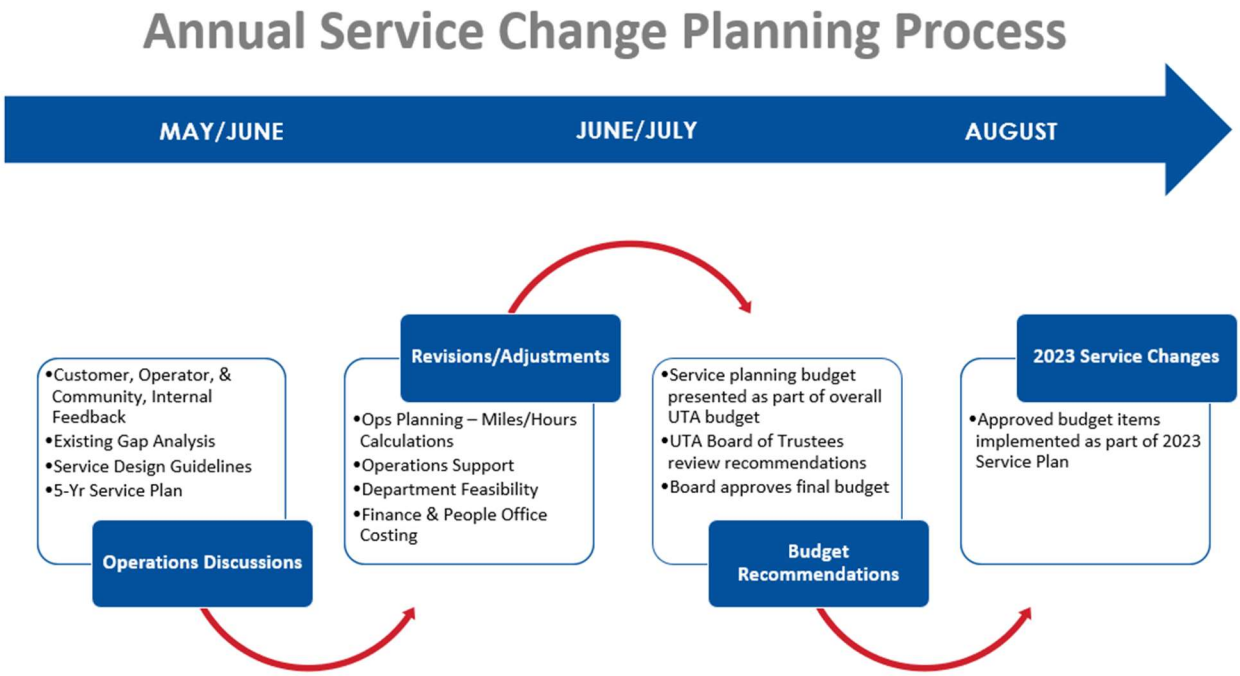
2023 Budget Framework

Leveraging local, regional, state and UTA planning guidance as well as UTA's Internal Cultural Model (UTA Way), UTA developed a budget development framework for 2024 that aligns investment decisions with state, regional and local plans. That budget strategy also includes the priorities and values shown below. This framework guided development of the 2024 Budget and 5-Year plans.



Service Strategy

Using criteria established in UTA's Service Design Guidelines and the Board adopted 5-Year Service Plan, UTA constantly evaluates existing service and potential new service. This annual service change process is a key driver in the annual budget process and is depicted in the graphic below.



Like employers across the region, UTA remains heavily impacted by the current labor market with unemployment rates below three percent in the region. This situation continues to impact UTA's ability to compete for and retain employees, especially operators and other front line operating employees. In September 2022, UTA announced that due to a shortage of operators, it was changing or reducing service on 17 routes and suspending three routes with its December 2022 service change. Significant improvements to the situation were made in 2023, and UTA continues to build operations staff to the levels required. However, staffing shortages have caused reductions to services originally planned for the 2024 budget year. The situation will be revisited in the spring to inform potential August 2024 service changes.

This budget includes a Service Strategy for 2024 that:

- Adds commuter rail FrontRunner services, including converting half-line trips to whole trips and smoothing end-of-line operations to improve reliability and bus connections.
- Adds On Demand service in south Salt Lake County and Salt Lake City to address demand and needed growth of this successful program.

In addition, the 2024 Service Strategy includes three other actions to improve service and address the operator recruitment and retention issue. These items have been placed in an Operating Contingency pending review and recommendation for Board approval. These actions:

- Working condition improvements began on extra-board work schedules in 2023, including training and engagement, and regular operator run cut. A focus is on reducing the work windows, attempting to create consistency in work, and providing work schedules with more than day-before notice when possible.
- Continue to address the current operator/supervisor ratio imbalance. The current ratio is not sustainable and impacts efficiency, service delivery and morale. Supervisor assessment indicates there are opportunities to carve out specialized positions and off-load those tasks from current supervisor responsibilities by redesigning supervisor roles & responsibilities and creating job descriptions for new positions.
- Fund a "ramp up" of operators for future service changes. UTA will develop options for Board consideration to hire additional operators in advance of potential 2025 service changes. This recommendation and decision will be influenced by economic and employment conditions and an assessment of UTA's operating staffing situation.

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
December 6, 2023

Exhibit A

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December 6, 2023

Exhibit A-1

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15	**Total Expense**	**$230,433,000**

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET
December 6, 2023

Exhibit A-2

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5	Investment Income		5,625,000
6	Other Revenues		12,647,000
7	Stimulus Funding		-
8	**Total Revenue**	**$**	**649,211,000**

	Operating Expense			FTE
9	Board of Trustees	$	3,370,000	16.0
10	Executive Director		6,414,000	31.5
11	Communications		4,279,000	17.5
12	Operations		318,817,000	2,310.7
13	Finance		20,287,000	136.0
14	Service Development		7,543,000	59.0
15	Planning & Engagement		23,144,000	84.2
16	Enterprise Strategy		28,645,000	125.0
17	People Office		12,013,000	94.0
18	Non-Departmental		1,000,000	-
19	**Total Operations**		**425,512,000**	**2,873.9**
20	Debt Service		169,100,000	
21	Contribution to Reserves		21,000,000	
22	Transfer to Capital Budget		33,599,000	
23	**Total 2024 Operating Budget**	**$**	**649,211,000**	**2,873.9**

Tentative to Final Budget Changes

UTAH TRANSIT AUTHORITY
2024 TENTATIVE TO FINAL OPERATING BUDGET
December 6, 2023
Exhibit B

		Tentative 2024 Budget	Carry Forward	Budget Adjustments	Budget Moves (no net $ Change)	Final 2024 Budget
	Revenue					
1	Sales Tax	$ 493,670,000				$ 493,670,000
2	Federal Preventive Maintenance	96,960,000				96,960,000
3	Passenger Revenue	37,981,000				37,981,000
4	Advertising	2,328,000				2,328,000
5	Investment Income	5,625,000				5,625,000
6	Other Revenues	12,647,000				12,647,000
7	Stimulus Funding	-				-
8	**Total Revenue**	**649,211,000**	**-**	**-**	**-**	**649,211,000**
	Operating Expense					
9	Bus	142,703,000		(5,000)	292,000	142,990,000
10	Commuter Rail	38,028,000		(1,000)	(7,000)	38,020,000
11	Light Rail	64,530,000		(4,000)	(26,000)	64,500,000
12	Paratransit Service	29,154,000		(1,000)	(9,000)	29,144,000
13	Rideshare/Vanpool	4,012,000				4,012,000
14	Microtransit	12,949,000				12,949,000
15	Operations Support	64,424,000		(1,000)	96,000	64,519,000
16	Management & Support	54,515,000		659,000	(418,000)	54,756,000
17	Planning/Capital Support	13,228,000	325,000	(3,000)	72,000	13,622,000
18	Non-Departmental	1,000,000				1,000,000
19	**Total Operating Expense**	**424,543,000**	**325,000**	**644,000**	**-**	**425,512,000**
	Debt Service, Contribution to Reserves, and Transfer to Capital					
20	Principal and Interest	165,725,000				165,725,000
21	Bond Service Utah County for UVX BRT	3,375,000				3,375,000
22	Contribution to Reserves	21,000,000				21,000,000
23	Transfer to Capital	34,568,000	(325,000)	(644,000)		33,599,000
24	**Total Debt Service and Reserves**	**224,668,000**	**(325,000)**	**(644,000)**	**-**	**223,699,000**
25	**Total Expense**	**$ 649,211,000**	**$ -**	**$ -**	**$ -**	**$ 649,211,000**

UTAH TRANSIT AUTHORITY
2024 TENTATIVE CAPITAL BUDGET
December 6, 2023
Exhibit B-1

	Funding Sources	Tentative 2024 Budget	Carry Forward	Budget Adjustments	Final 2024 Budget
1	UTA Current Year Funding	$ 116,579,000			$ 116,579,000
2	Grants	58,020,000			58,020,000
3	Local Partner Contributions	8,823,000			8,823,000
4	State Contribution	13,447,000			13,447,000
5	Leasing	27,234,000			27,234,000
6	Bonding	6,330,000			6,330,000
7	**Total Funding Sources**	**230,433,000**	-	-	**230,433,000**
	Expense				
7	State of Good Repair	115,176,000			115,176,000
8	Mid Valley Connector	10,000,000			10,000,000
9	VW Battery Buses	7,391,000			7,391,000
10	Ogden/Weber State University BRT	5,600,000			5,600,000
11	HB322 Future Rail Car Purchase Payment	5,000,000			5,000,000
12	Capital Contingency	5,000,000			5,000,000
13	Other Capital Projects	82,266,000			82,266,000
14	**Total Expense**	**$ 230,433,000**	**$ -**	**$ -**	**$ 230,433,000**

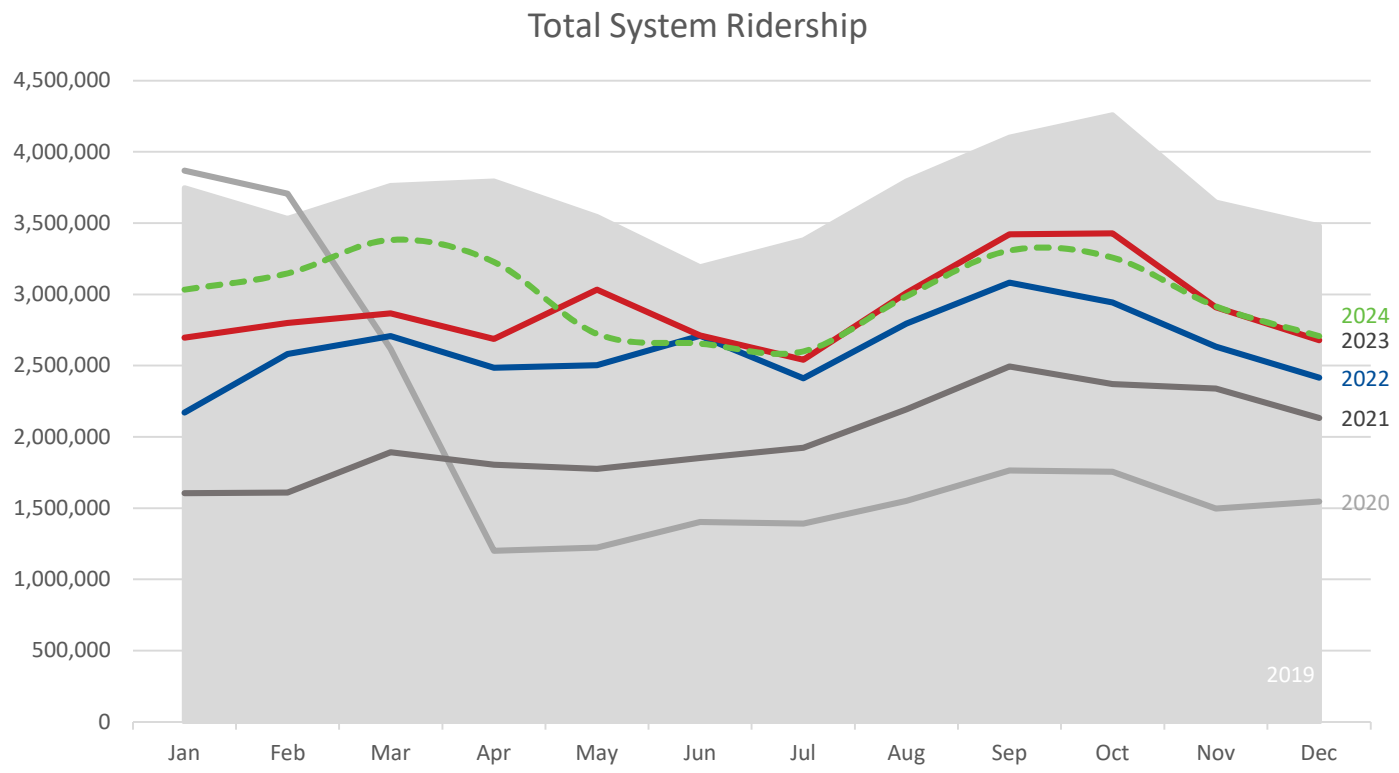
Note: Capital funding sources (revenues) are reported on a cash basis in this Exhibit.

2024 Budget Overview

UTA's 2024 Budget and supporting 5-Year plan were developed as the Agency was coming out of a time of economic uncertainty. Inflation had reached a 40-year high and interest rates are approaching levels last seen during the Great Recession of 2008. Year-over-year growth for costs of fuel and power, goods and services, parts, utilities, construction materials and other of providing service is significantly higher than in the recent past.

Offsetting these negative economic indicators, but creating a different and difficult challenge, are robust employment, historically low unemployment levels, and a resilient Utah economy. Recruiting and retaining employees in the competitive Utah economy is a challenge and an area of focus in this budget.

Ridership



2023 ridership is recovering better than projected in the 2023 adopted budget. Ridership through October 2023 is above forecast by approximately 5.5 percent. Steady monthly gains over 2021 ridership can also be seen on the chart above. In fact, 2023 ridership for the months January through August is about 10 percent over ridership for the same period in 2022 and 53% above 2021. Ridership recovery (post-pandemic) has been steady and varies by mode.

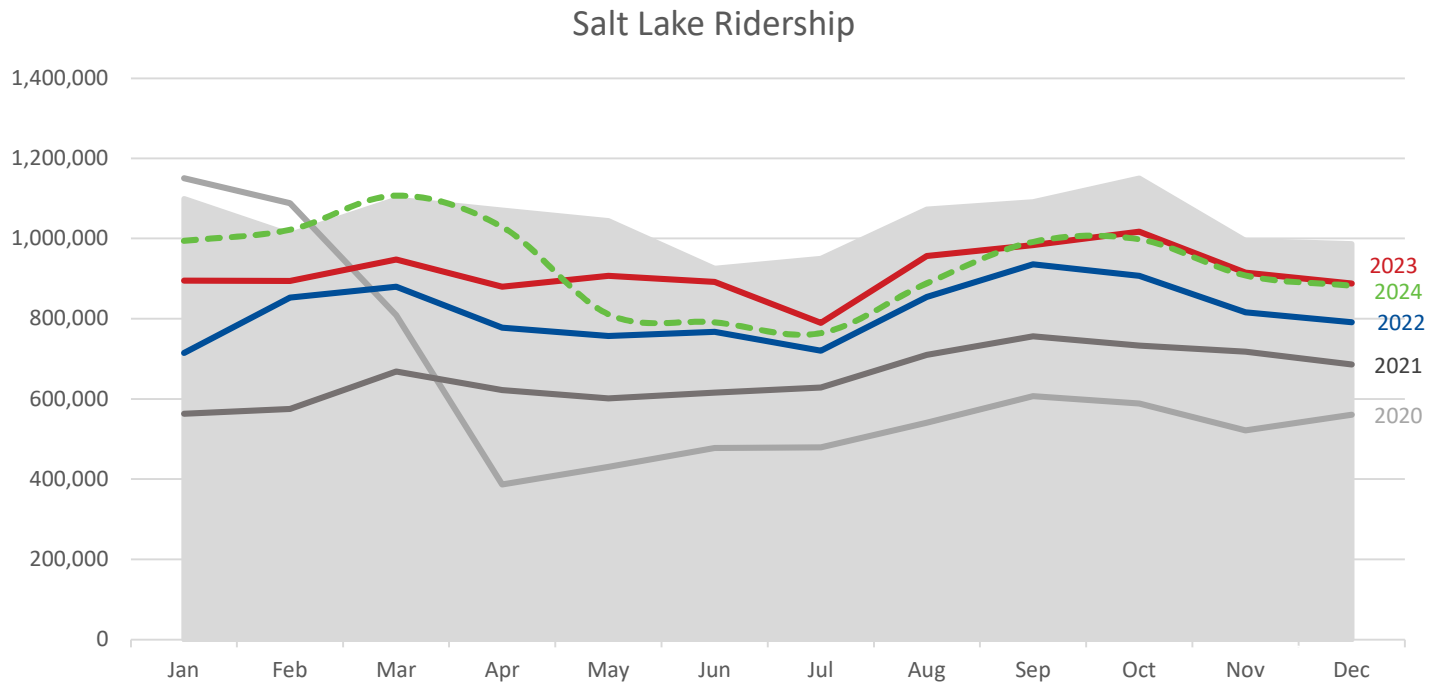
In 2024, UTA continued its targeted service change strategy focusing on route performance and emerging ridership trends, guided by UTA's Service Guidelines. The August 2023 service-change reduced/replaced unproductive service, added commuter rail service, and significantly expanded On Demand service.

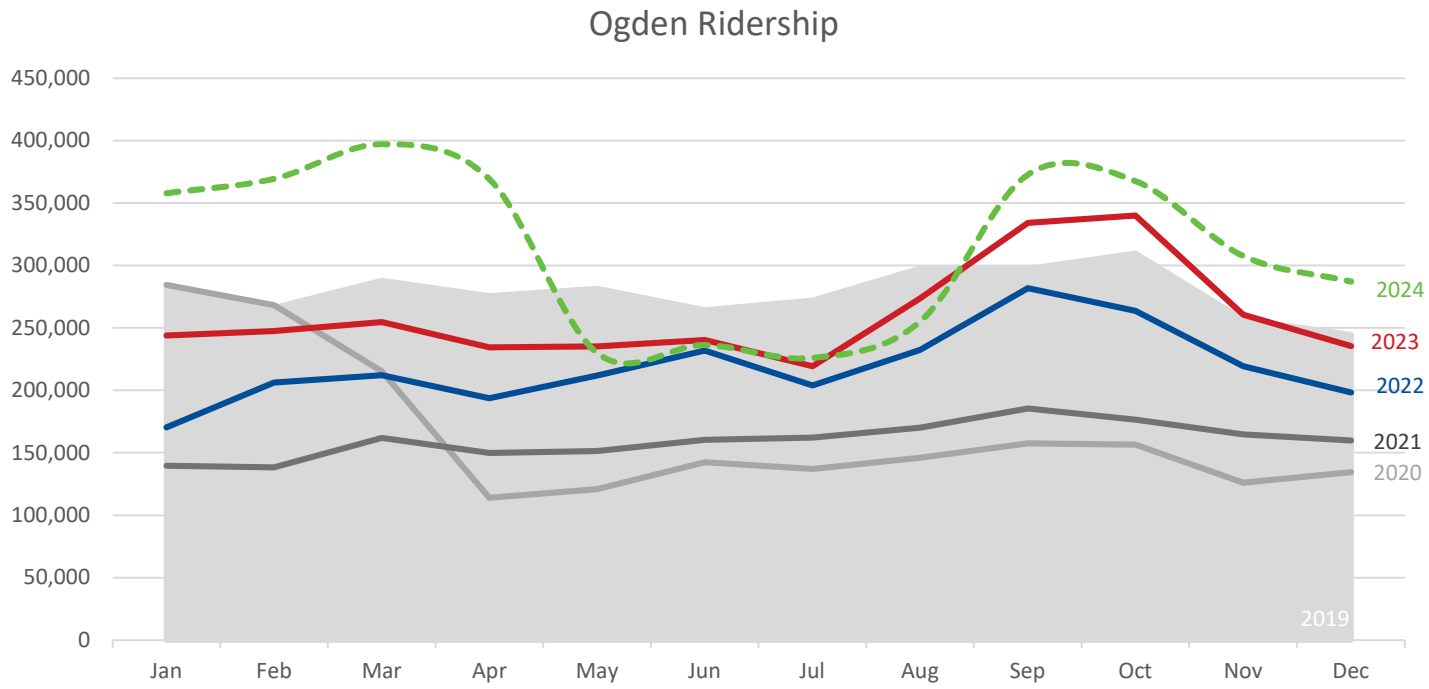
The 2024 budget includes approximately 500 hours of additional FrontRunner service, converting half-line trips to whole trips and smoothing end-of-line operations to improve reliability and bus connections.

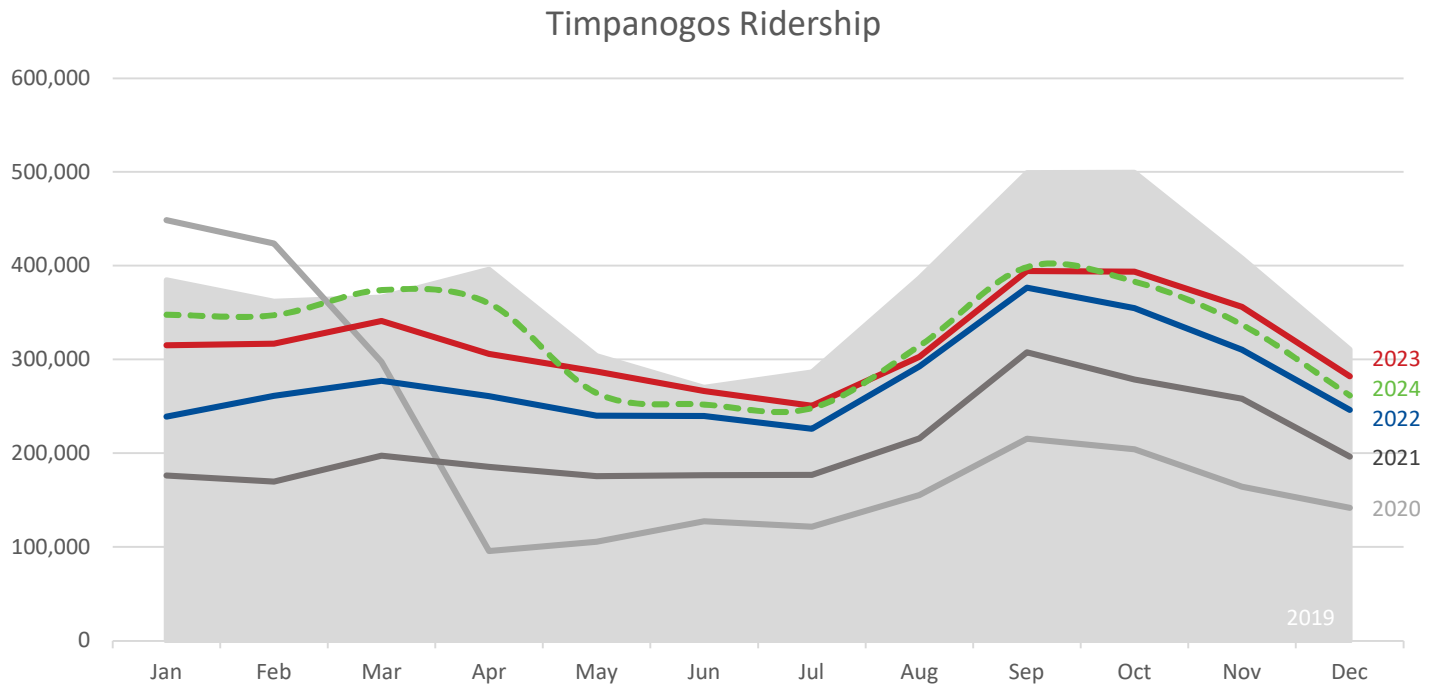
Microtransit/On Demand was introduced in 2019 on a pilot basis and has since grown rapidly. Service additions in 2024 will provide approximately 190,000 platform hours across Salt Lake, Davis, and Weber Counties.

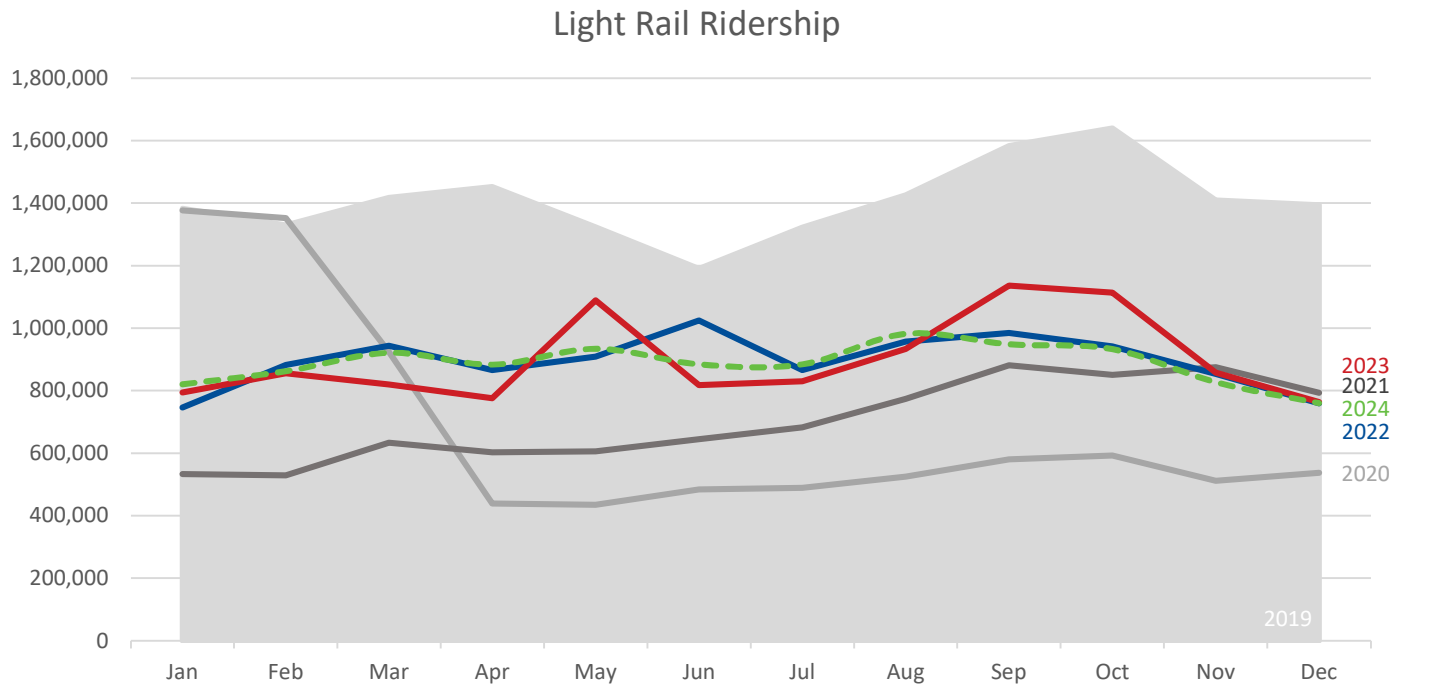
Ridership in 2023 shows significant growth over 2022 levels in the same period (January - October). UTA has recovered about 78 percent of its pre-pandemic (2019) ridership systemwide, with double-digit growth in all modes except Light Rail.

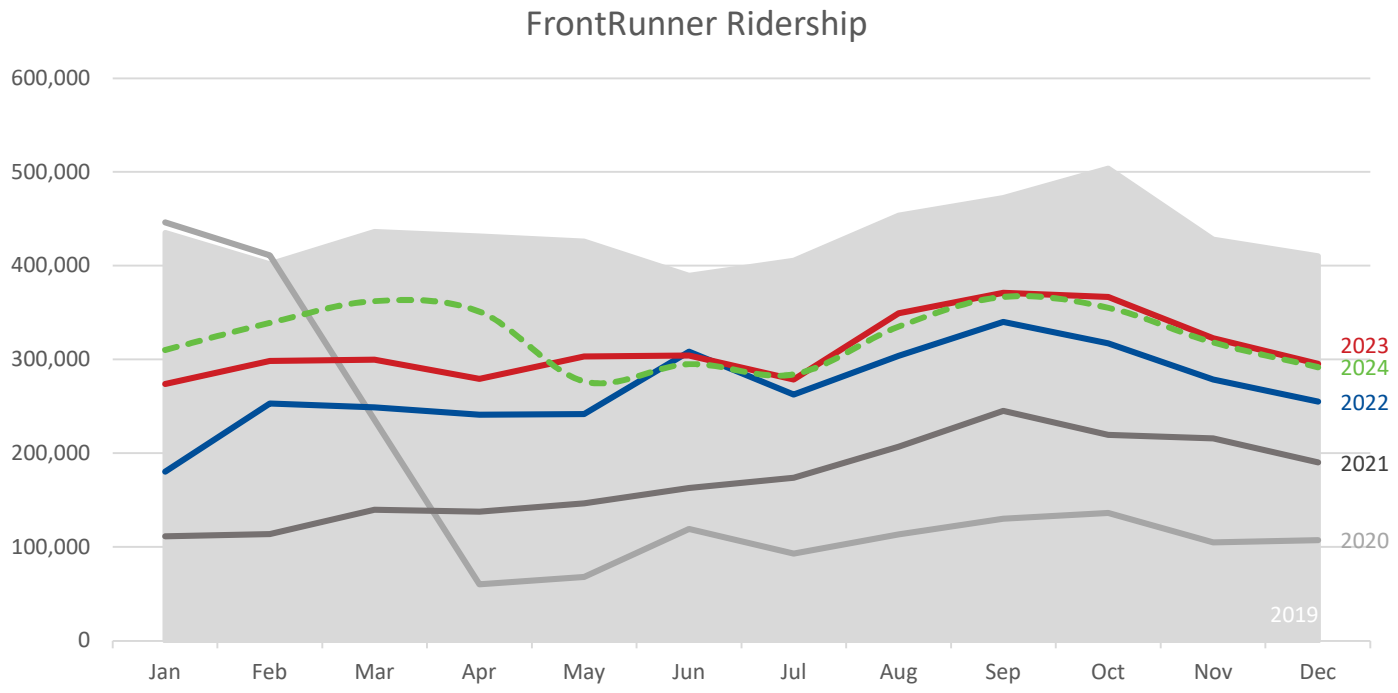
Mode	2019 Trips	2020 Trips	2021 Trips	2022 Trips	2023 Trips	Change 2022-2023	Change 2019-2023
Bus	20,303,086	12,142,865	12,310,065	15,723,537	17,895,648	+13.8%	-11.9%
FrontRunner	5,193,880	2,024,524	2,062,333	3,230,521	3,741,800	+15.8%	-28.0%
Light Rail	16,871,929	8,247,366	8,403,862	10,734,066	10,787,933	+0.5%	-36.1%
Paratransit	805,121	413,600	562,843	790,775	880,353	+11.3%	9.3%
Van Pool	1,065,208	702,087	577,272	713,886	1,065,828	+49.3%	0.1%
Microtransit		53,053	76,777	246,771	416,668	+68.8%	
TOTAL	44,239,223	23,583,495	23,993,153	31,439,556	34,788,230	+10.7%	-21.4%

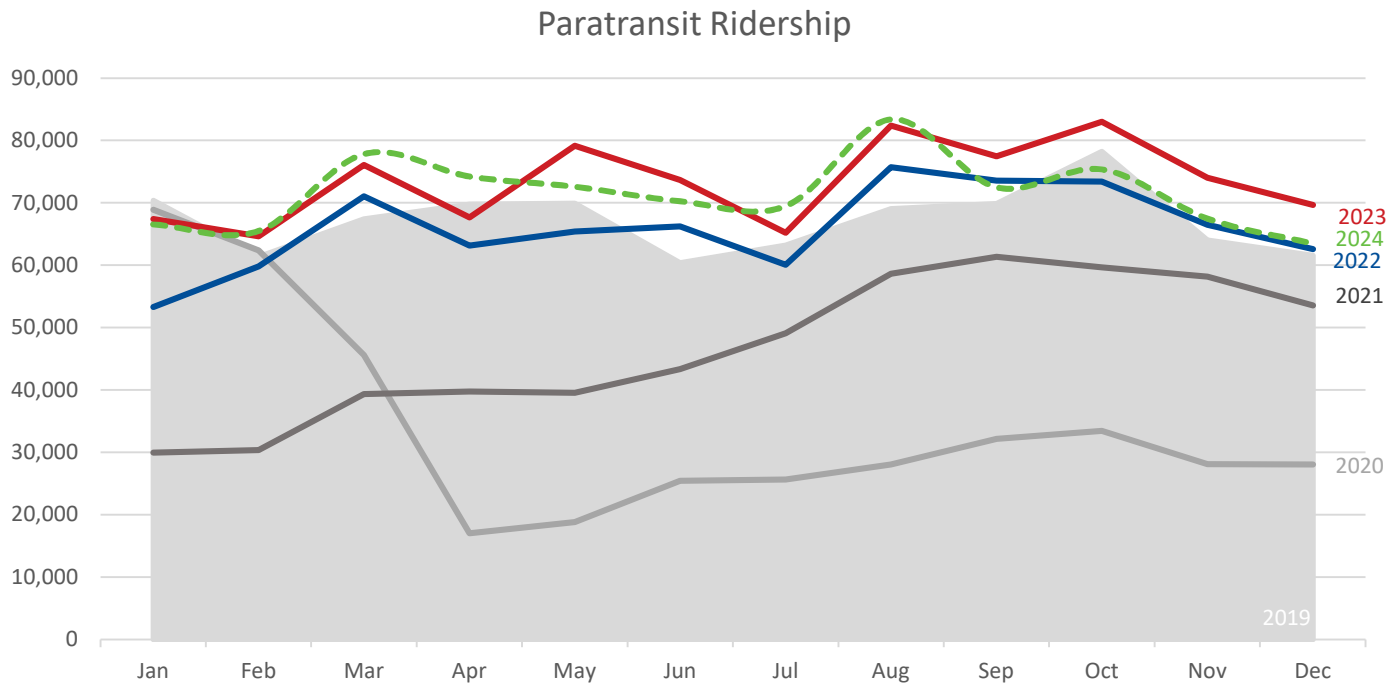

Salt Lake Ridership
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2023
2024
2022
2021
2020

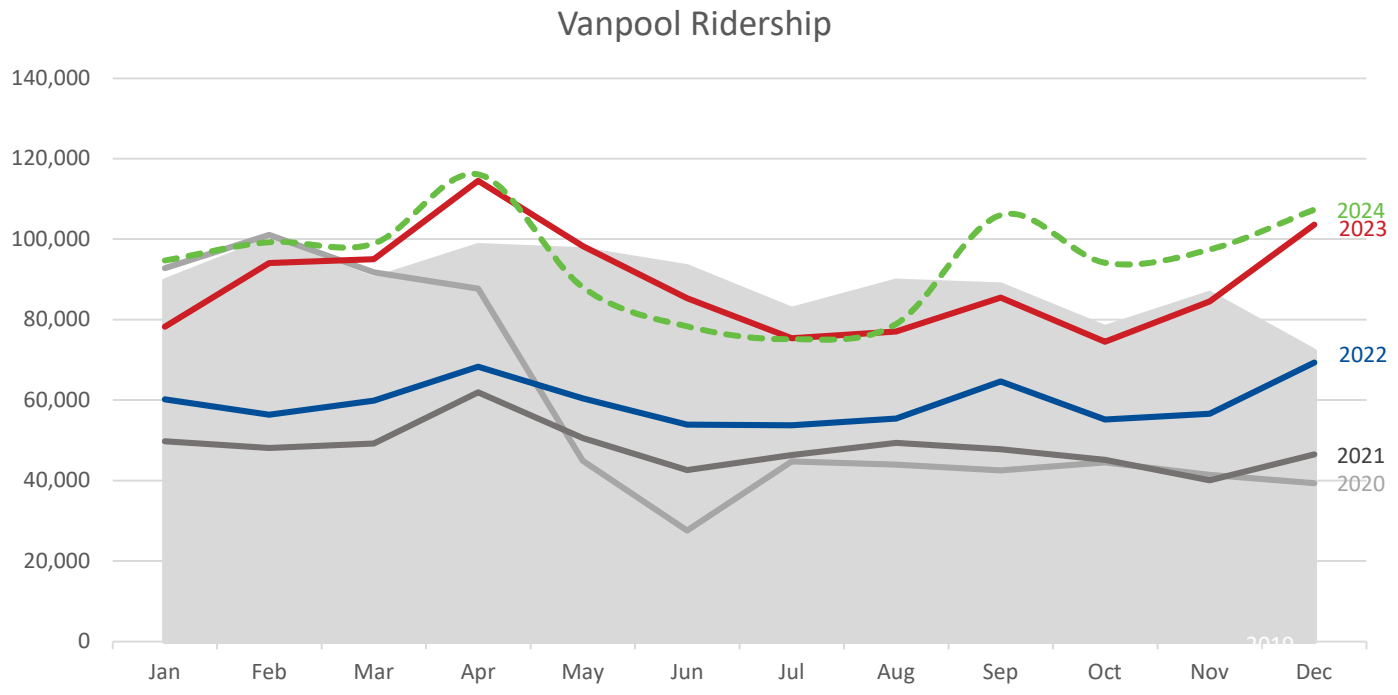

Ogden Ridership
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2024
2023
2022
2021
2020
2019

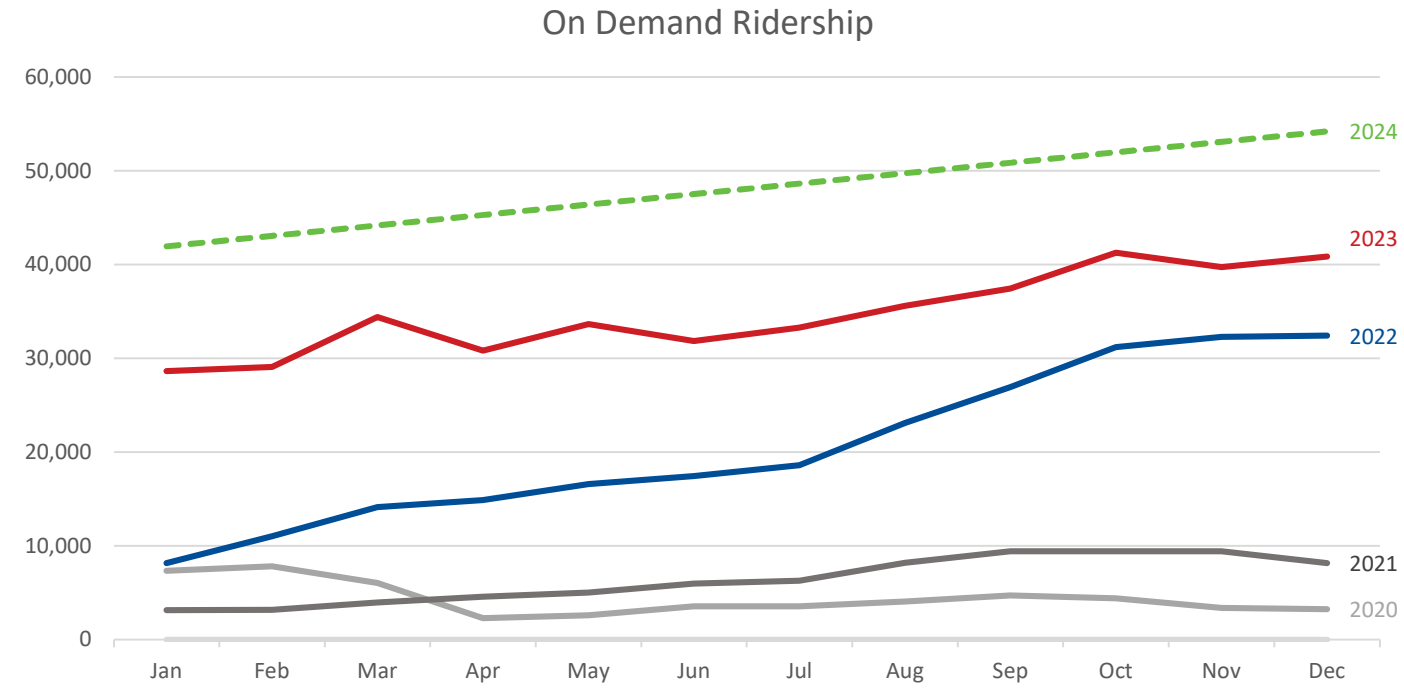

Timpanogos Ridership
600,000
500,000
400,000
300,000
200,000
100,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2023
2024
2022
2021
2020
2019


Light Rail Ridership
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Jan
Feb
Mar
Apr
May
Jun
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2023
2021
2024
2022
2020
2019

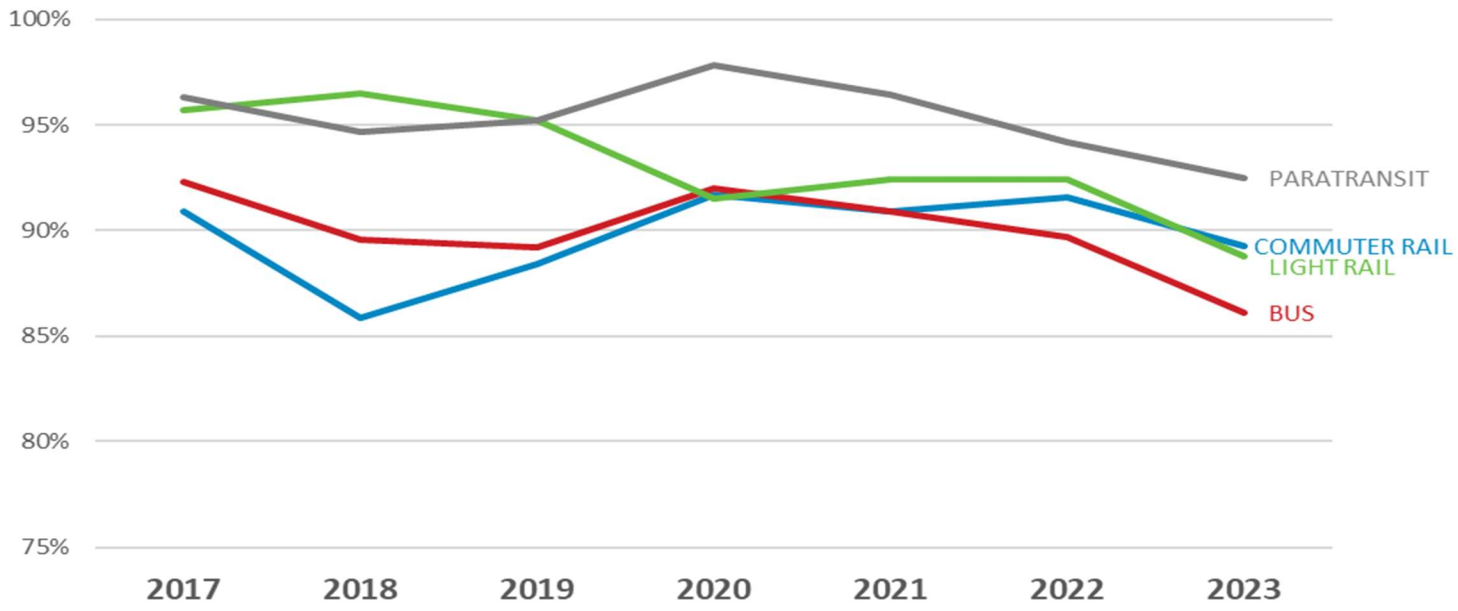

FrontRunner Ridership
600,000
500,000
400,000
300,000
200,000
100,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2023
2024
2022
2021
2020
2019


Paratransit Ridership
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
Jan
Feb
Mar
Apr
May
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2021
2020
2019

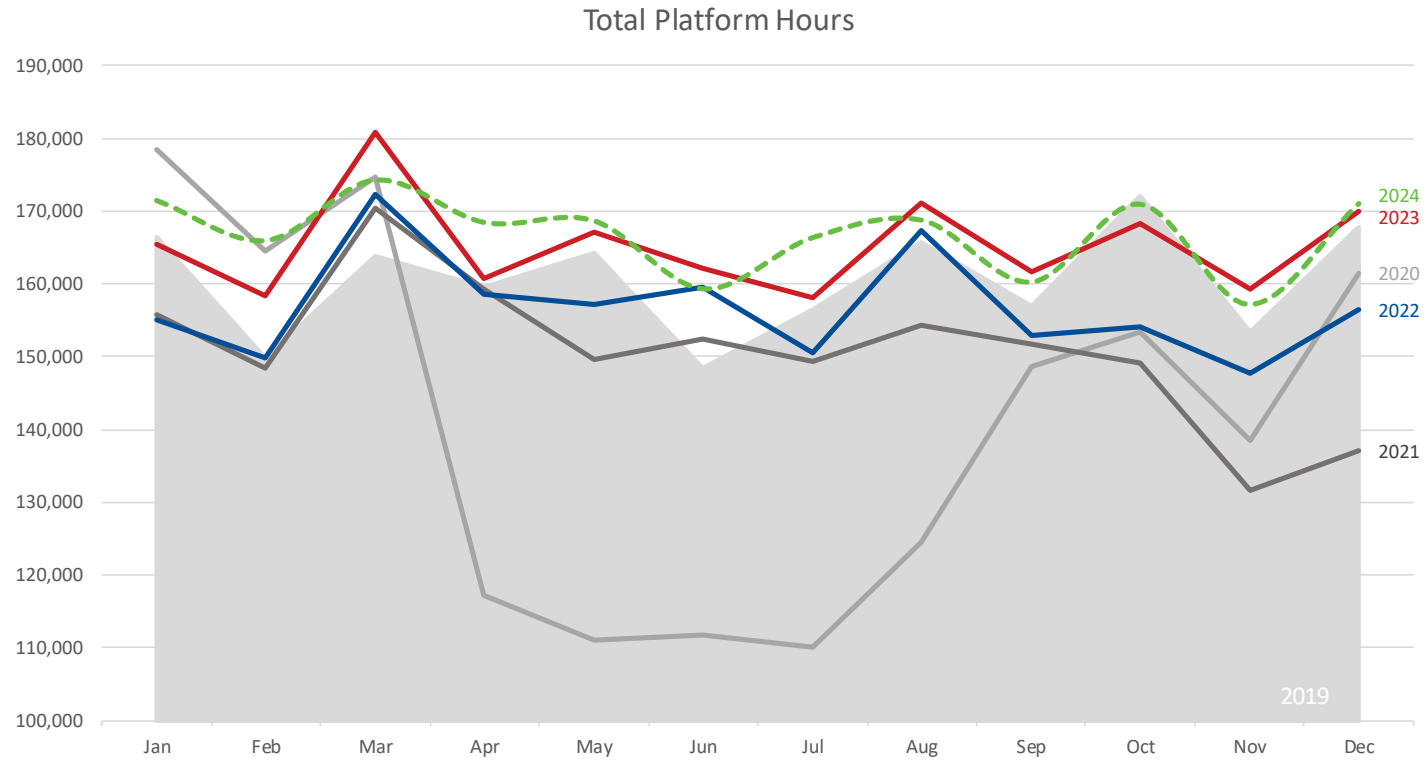

Vanpool Ridership
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2024
2023
2022
2021
2020


On Demand Ridership
60,000
50,000
40,000
30,000
20,000
10,000
0
Jan
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2024
2023
2022
2021
2020

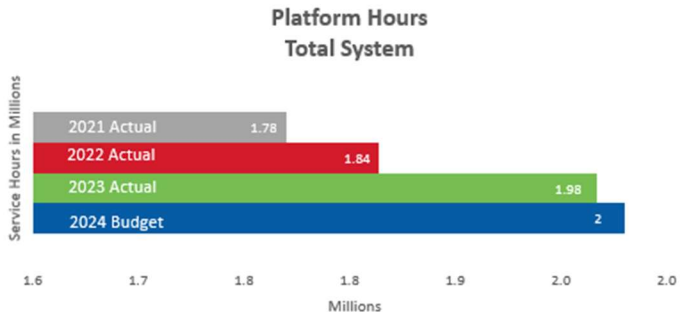
On-time Performance

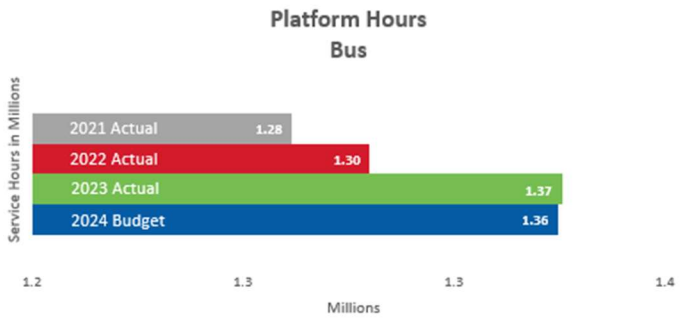


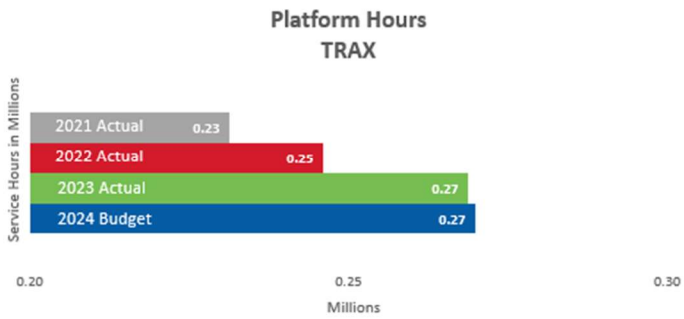
Platform Hours

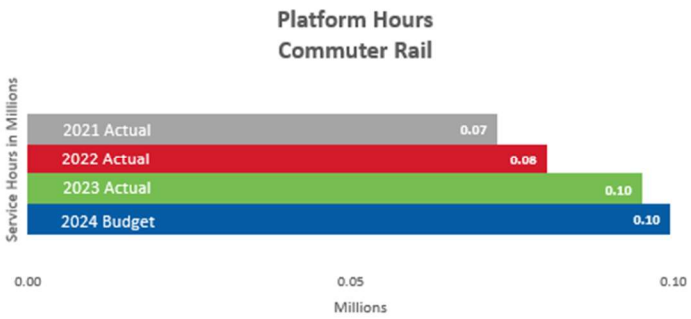


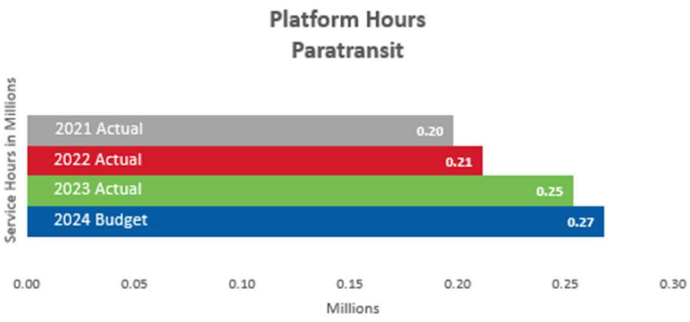
Platform Hours by Mode

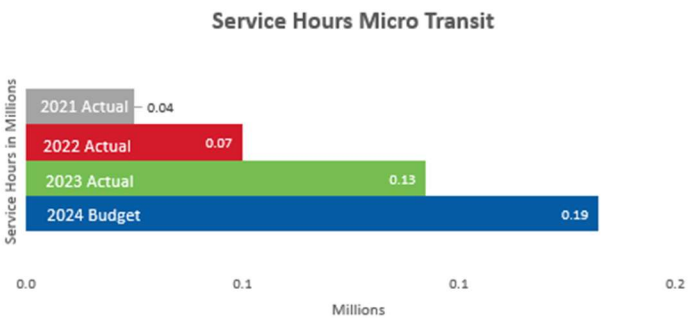








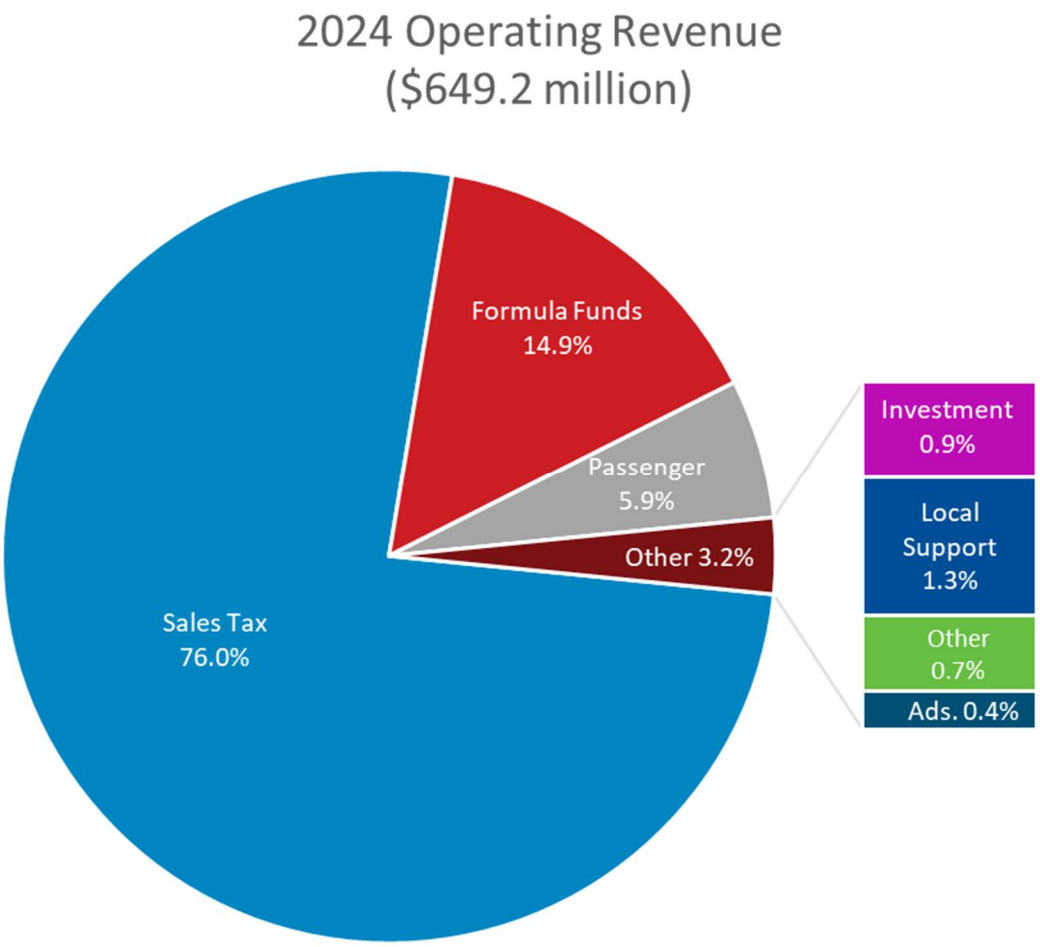




2024 Operating Revenue Summary

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

Sales tax revenue at $494 million, or 76 percent of total revenues, represents the largest funding source for the 2024 budget. Federal preventive maintenance totals $97 million, and passenger revenues total $38 million. Other revenues include, in order of magnitude, local support, investment income, advertising, and other fees, resulting in a total revenue of $649 million.

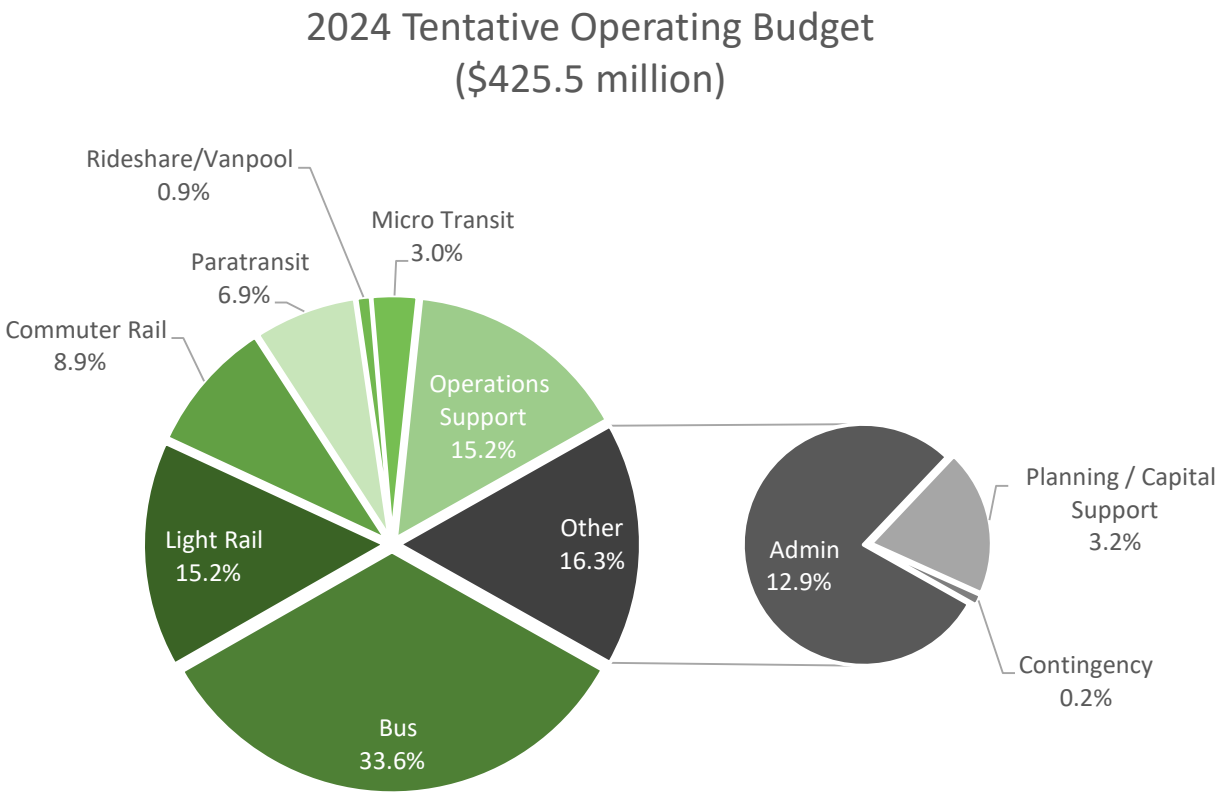


2024 Operating Expense Summary

The 2024 Operating Budget includes $356 million for operations and maintenance of the system, or 84% of the total 2024 operating budget request. These functions are represented in the green shaded segments in the graph below.

The "Other" functions (gray segments comprising 16%) include Management and Support, Planning/Capital Support and $1.0 million set aside to fund emerging/emergency needs.

Management and Support includes executive leadership and support, human capital management, communications, payroll, accounting, purchasing, warehouse, fares, service development, information technology, strategic planning, continuous improvement, data management, and other functions that support the capital and operating programs at UTA.



2024 Operating Expense Budget

Summary by Mode

Mode	FY 2023 Budget	FY 2024 Budget	Change	% Change
Bus	$139,267,000	$142,967,000	$3,700,000	2.7%
Commuter Rail	36,558,000	38,021,000	1,463,000	4.0%
Light Rail	62,982,000	64,499,000	1,517,000	2.4%
Paratransit	28,248,000	29,168,000	920,000	3.3%
Rideshare/Vanpool	4,015,000	4,012,000	(3,000)	-0.1%
Microtransit	9,164,000	12,949,000	3,785,000	41.3%
Operations Support	62,788,000	64,515,000	1,727,000	2.8%
Administration	51,114,000	54,757,000	3,643,000	7.1%
Planning/Capital Support	14,159,000	13,623,000	(536,000)	-3.8%
Non-Departmental	1,000,000	1,000,000	-	0.0%
Total Division	**$409,295,000**	**$425,512,000**	**$16,217,000**	**4.0%**

Summary by Office

Office	FY 2023 Budget	FY 2024 Budget	Change	% Change
Board	$3,168,000	$3,370,000	$202,000	6.4%
Executive Director	6,023,000	6,414,000	391,000	6.5%
Operations	312,599,000	318,817,000	6,218,000	2.0%
Finance	17,461,000	20,287,000	2,826,000	16.2%
Capital Services	8,771,000	7,543,000	(1,228,000)	-14.0%
Planning & Engagement	18,817,000	23,144,000	4,327,000	23.0%
Enterprise Strategy	25,009,000	28,645,000	3,636,000	14.5%
People	12,487,000	12,013,000	(474,000)	-3.8%
Communication	3,962,000	4,279,000	317,000	8.0%
Non-Departmental	1,000,000	1,000,000	-	0.0%
Total Division	**$409,295,000**	**$425,512,000**	**$16,217,000**	**4.0%**

Summary by Expense Category

Category	FY 2023 Budget	FY 2024 Budget	Change	% Change
Wages	$193,688,000	$201,213,000	$7,525,000	3.9%
Fringe	97,858,000	100,263,000	2,405,000	2.5%
Services	39,960,000	45,856,000	5,896,000	14.8%
Fuel/Power	35,623,000	35,490,000	(133,000)	-0.4%
Parts	23,447,000	25,904,000	2,457,000	10.5%
Utilities	6,189,000	7,373,000	1,184,000	19.1%
Other O&M	24,400,000	22,042,000	(2,358,000)	-9.7%
Capitalized Costs	(11,869,000)	(12,630,000)	(761,000)	6.4%
Total Budget	**$409,295,000**	**$425,512,000**	**$16,217,000**	**4.0%**

Summary of budget changes

- Increase in wages and fringe benefits due to headcount increases, new Collective Bargaining agreement, market adjustments, and benefit increases.
- Increase in Contract Services for additional investment in UTA information systems and Microtransit services expansion.
- Minor decrease in Fuel due to service changes despite higher price per gallon vs 2023 levels ($3.90/gal increased to $4.03/gal). Greater utilization of electric buses in the place of diesel buses is also a contributing factor.
- Increase in Parts due to high inflation, with additional impacts from continued supply chain issues.
- Increase in Utilities expenses to reflect increase in costs for Facilities.
- The decrease in Other O&M is primarily a decrease in Operations Contingency for emerging needs.
- Increase in Capitalized Costs reflects increased investment in resources to support 2024-2026 capital program delivery.

FTE Summary by Office

Office	FY 2023 Budget	FY 2024 Budget	Change	% Change
Board	15.4	16.0	0.6	4.0%
Executive Director	32.0	31.5	(0.5)	-1.6%
Operations	2,334.2	2,310.7	(23.5)	-1.0%
Finance	124.0	136.0	12.0	9.7%
Capital Services	62.0	59.0	(3.0)	-4.8%
Planning & Engagement	81.2	84.2	3.0	3.7%
Enterprise Strategy	122.0	125.0	3.0	2.5%
Communications	15.0	17.5	2.5	16.7%
People*	86.0	94.0	8.0	9.3%
Total FTE	**2,871.8**	**2,873.9**	**2.1**	**0.1%**

* People Office includes 22.0 FTE Operator Trainees in 2023, which increased to 27.0 FTE in 2024.

FTE Summary by Mode

Mode	FY 2023 Budget	FY 2024 Budget	Change	% Change
Bus*	1,242.5	1,218.0	(24.5)	-2.0%
Commuter Rail	201.5	201.5	-	0.0%
Light Rail	445.0	446.0	1.0	0.2%
Paratransit	205.0	203.0	(2.0)	-1.0%
Rideshare/Vanpool	11.0	11.0	-	0.0%
Microtransit	3.0	5.0	2.0	66.7%
Operations Support	481.9	489.4	7.5	1.6%
Administration	193.9	214.0	20.1	10.4%
Planning/Capital Support	88.0	86.0	(2.0)	-2.3%
Non-Departmental	-	-	-	-
Total Division	**2,871.8**	**2,873.9**	**2.1**	**0.1%**

*Bus headcount reductions relate to changes in FTE calculation, not reductions in bus operator positions.

Key Assumptions and Sources and Uses

UTA contracts with the Economic Development Unit at the University of Utah to generate sales tax forecasts. The 2024 Budget was developed during a time of increasing ridership, easing inflation, and low unemployment. Consumer spending is seen as moderating and shifting away from discretionary spending. This budget and 5-year plan include assumptions from the University's September 2023 forecast.

The key assumptions in the 2024 budget are provided below.

Operating Expenses:

- Labor 2.5% Bargaining, 4% Admin
- Fringe 4% Bargaining, 10% Admin
- Parts - 1.5%
- Fuel:
  - Diesel - $4.03
  - Gasoline - $3.20
  - CNG DGE - $1.90
- Other Expense – 3.6%

Revenues:

- Sales Tax – 2.65%
- Passenger – 5.9%
- Bipartisan Infrastructure Act – $23 million

Summary – 2024 Sources

Operating sources of funds total $649.3 million, a decrease of $38.7 million or (5.6%) from the FY 2023 forecast. The primary sources and changes are detailed below:

- The largest contributor to lower anticipated revenues is the result of UTA exhausting Federal Stimulus funds issued over the last two years. The CARES, CRRSAA, and ARPA funds have been used to supplement operations and maintenance over the last 2 years. UTA does not currently anticipate any additional Federal relief funding in 2024 and beyond.

- Sales Tax contributions of $493.7 million are up $13.7 million from FY2023. This assumes a 2.7% growth in sales tax over projected 2023 sales tax collections, in accordance with the **August 2023 forecasts** provided by **the University of Utah. This forecast will be updated in November of 2023 and will inform the final 2024 Budget documents.** These funds are used for operations and maintenance, other agency support costs, debt service, reserves, and capital program support.

- Passenger revenue is $37.9 million, up $2.2 million from FY 2023. This modest growth in passenger revenues, despite a projected growth in ridership, are driven by lower pass revenues and increased subsidies for low-income riders.

- Federal formula funds dedicated to preventive maintenance and paratransit operations are programmed at $96.9 million in 2024. This represents a $53.1 million decrease from 2023. This decrease is primarily due to a reimbursement timing issue. Approximately $50.3 million in 2022 formula funds were not received until the middle of 2023, leading to an inflated 2023 amount.

- Other revenue is $20.6 million, slightly down from $21.1 million in FY 2023 primarily due to a decrease in Investment income.

	2022 Actuals	2023 Forecast	2024 Budget	Change 2023 - 2024
Sales Tax	$480.9	$480.9	$493.7	$12.7
Formula Funds (FTA)	47.3	150.0	97.0	(53.0)
Stimulus Funds	167.8	0.0	0.0	0.0
Passenger	33.5	35.8	38.0	2.1
Salt Lake City	6.9	8.0	8.2	0.3
Investment	1.8	7.2	5.6	(1.6)
Advertising	2.2	2.3	2.3	0.0
Other	27.4	3.7	4.4	0.8
Total Revenue (Millions)	$767.8	$687.9	$649.2	($38.7)

Summary – 2024 Uses

Operating uses of funds are $425.5 million, an increase of $16.2 million or 4.0% over the FY 2023 budget. The primary uses are detailed below:

- Total employee compensation increased $7.5 million or 3.9%, and benefits increased $2.4 million or 2.5%, compared to the FY 2023 budget. These increases are due to staffing level increases and an assumed average wage increase of 3%, increased benefits and a new three-year collective bargaining agreement. The FY2024 budget anticipates no net additional FTE hires.
- Fuel/Power costs are budgeted at an overall decrease of 0.4%. The fuel budget has decreased by 2.6% based on the introduction of electric buses into the Salt Lake and Ogden fleets and changes in bus service. Fuel prices have increased due to supply chain and demand issues. The FY 2024 budget assumes $4.03 per gallon for diesel, $3.2 per gallon for gasoline, and $1.90 CNG DGE for natural gas vehicles, compared to $3.90 per gallon for diesel and $3.10 per gallon for gasoline in FY 2023. Earlier this summer, prices were trending well below 2023 forecasted fuel costs but have started to increase again this fall. Propulsion power budget has increased 9.2% from 2023. This increase is due to a projected increase in electrical costs and an increase in overall propulsion power due to the introduction of electric buses into the fleet. UTA will monitor these costs closely and if necessary, adjust in the Final Budget document.
- Utilities costs are projected to increase by 19.1% due to an increase in projected usage associated with the new Depot District maintenance facility and higher forecasted rates.
- Parts represent an 10.5% increase primarily due to increases in prices for parts, increased shipping costs, and increased lead times driven by continued supply chain issues associated with the pandemic.

Capital uses of funds are $230.4 million, this represents a decrease of about $88.6 million from 2023 projected capital uses. The primary uses and changes are detailed below:

- Capital's main accomplishments in 2023 include: the opening of the Ogden BRT line in August 2023, the opening of the Depot District Bus maintenance facility in May 2023, and the replacement of the S-curve light rail track on the TRAX Red Line – University extension, finishing in July 2023. This contributed to a drop of approximately $51 million in the drop in capital expense from 2023 to 2024. In addition, UTA also completed the purchase of a significant number of buses in 2023 which helped contribute about $43 million to the drop.
- Major capital projects such as: $10 million for the Mid-Valley Connector (BRT) in Salt Lake County, $7.4 million for the VW Battery Buses, $5.6 million Ogden/Weber State University BRT (OSX), and $4.5 million to complete a new TRAX station in South Jordan.
- UTA has allocated $115.2 million to continue efforts to achieve a steady state of good repair. This includes funding for vehicle replacements, technology replacements and upgrades, facility maintenance, rail vehicle overhauls and rail system preservation and replacements.
- Other capital projects consist of, but are not limited to, the TIGER program of projects, ROW & Facility Property funding, Public Partnership projects, 900 East UVX Station, Electronic Fares Systems Replacement, wayfinding signage, a new radio communication system, and ongoing video camera sustainability and expansion.

Debt service is cash that is required to cover the repayment of interest and principal on the debt related to UTA's outstanding bonds and its leasing program. Total combined debt service for FY 2024 is $169.2 million, which includes Leasing debt of $18.4 million.

Debt Service Summary

Debt Service	FY21 Actuals	FY22 Actuals	FY23 Budget	FY24 Budget
Cash Basis				
Principal	$ 11,405,000	$ 55,735,000	$ 67,770,000	$ 70,675,000
Interest	96,653,218	86,519,904	82,723,000	79,817,000
Build America Subsidies	(8,158,624)	(9,259,376)	(8,889,000)	(9,022,000)
Leasing	9,012,405	10,867,242	16,260,000	18,429,000
Utah County Debt	9,998,209	3,289,904	3,375,000	3,375,000
Other	1,800,008	83,420	79,000	90,000
	120,710,216	147,236,094	161,318,000	163,364,000
Restricted Reserves	173,235	7,999,765	7,590,000	7,837,000
	173,235	7,999,765	7,590,000	7,837,000
Full Accrual				
Principal			1,323,000	1,382,000
Interest	(367,809)	(10,031,569)	(19,235,000)	11,245,000
	(367,809)	(10,031,569)	(17,912,000)	12,627,000
Total Debt Service	$ 120,515,642	$ 145,204,290	$ 150,996,000	$ 183,828,000

Operating Sources – 2024 Detail

Sales and Use Tax

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

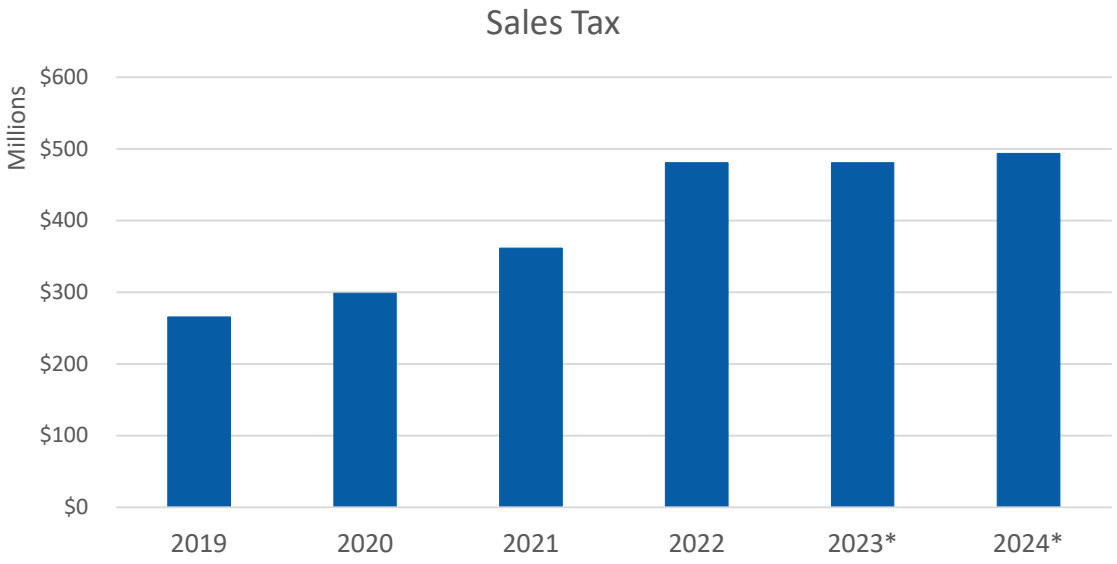
UTA's sales tax is applied by each jurisdiction within the service area to gross taxable sales within the service district. From 2013 through 2022, UTA's sales tax revenue has grown an average of 9.4%, however we anticipate this rate slowing in future years. Sales tax forecasting is a priority for UTA, and in 2021 UTA engaged Stephen C. Bannister, PH.D. Associate Director of Economics at the University of Utah to provide more accurate sales tax revenue forecasts.

2024 Sales Tax Revenues - $493.7 million:

The 2024 Budget assumes a 2.7 percent increase over 2023 projected sales tax collections. The estimate is based on the University's Economic Development Unit (EDU) model's projected sales tax growth rates applied to an adjusted 2023 projection using actuals reported through September 2023.

Year	2019	2020	2021	2022	2023*	2024*
Sales Tax	$265,770,000	$298,640,000	$361,591,000	$480,926,000	$480,926,000	$493,670,000

*Budget/Projected

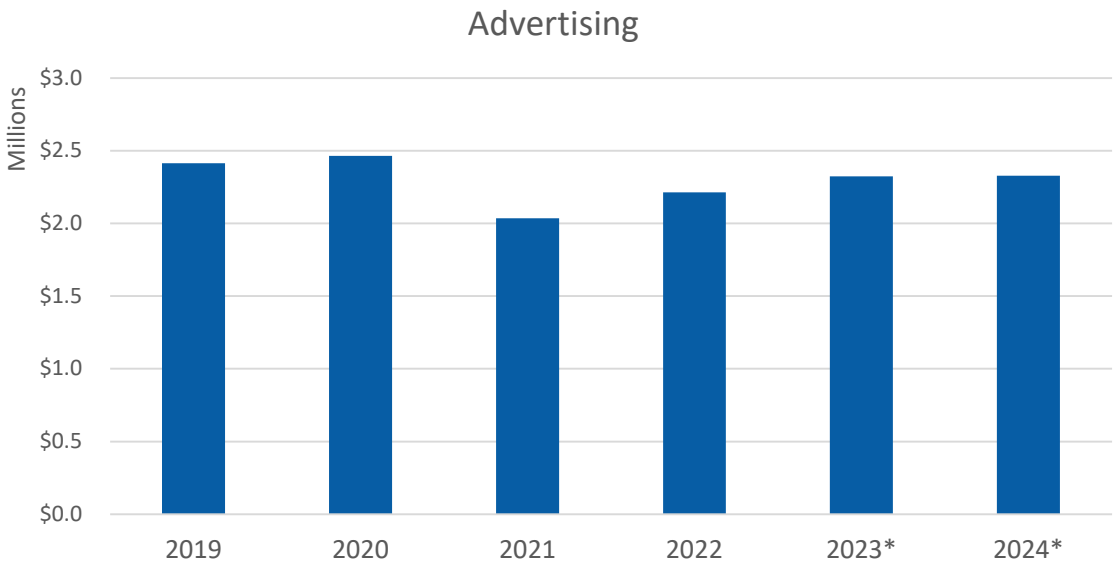


Advertising

Advertising revenues for the Authority come from the lease of exterior space on the sides and rear of bus, light rail vehicles, and the signage inside of commuter rail cars. The annual growth rate for advertising is leveling off. Contract changes are currently underway, and the impact will be reassessed for the final budget.

Year	2019	2020	2021	2022	2023*	2024*
Advertising	$2,413,000	$2,463,000	$2,035,000	$2,214,000	$2,322,000	$2,328,000

* Budget/Projected



Passenger Revenue

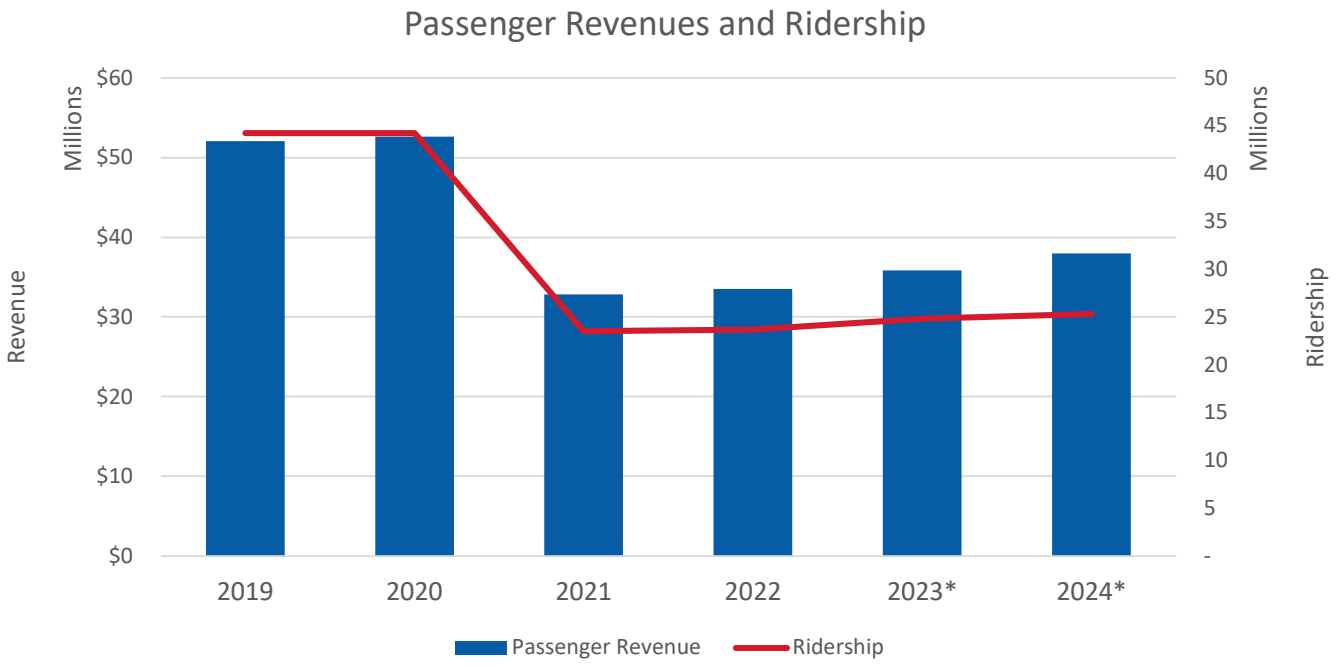
Since 2013, the Authority's base fare has been $2.50. Fares range from $1.25 for senior citizens to $5.50 for premium express service. Low income and fares for social service agencies receive discounts of up to 75 percent over the base fares. Service increases planned in 2024, and continued population and employment growth, will all contribute to an increase in passenger revenues.

2024 Passenger Revenue – $37.9 million:

Ridership and fares recovered roughly as projected in the 2023 budget. The 2024 budget assumes a 5.9 percent increase in passenger revenues, driven by continued recovery growth in ridership.

Year	2019	2020	2021	2022	2023*	2024*
Passenger Revenue	$52,052,000	$52,649,000	$32,845,000	$33,499,000	$35,850,000	$37,981,000
Ridership	44,217,000	44,239,000	23,530,000	23,692,000	24,821,000	25,305,000

* Budget/Projected



Federal Formula Funds

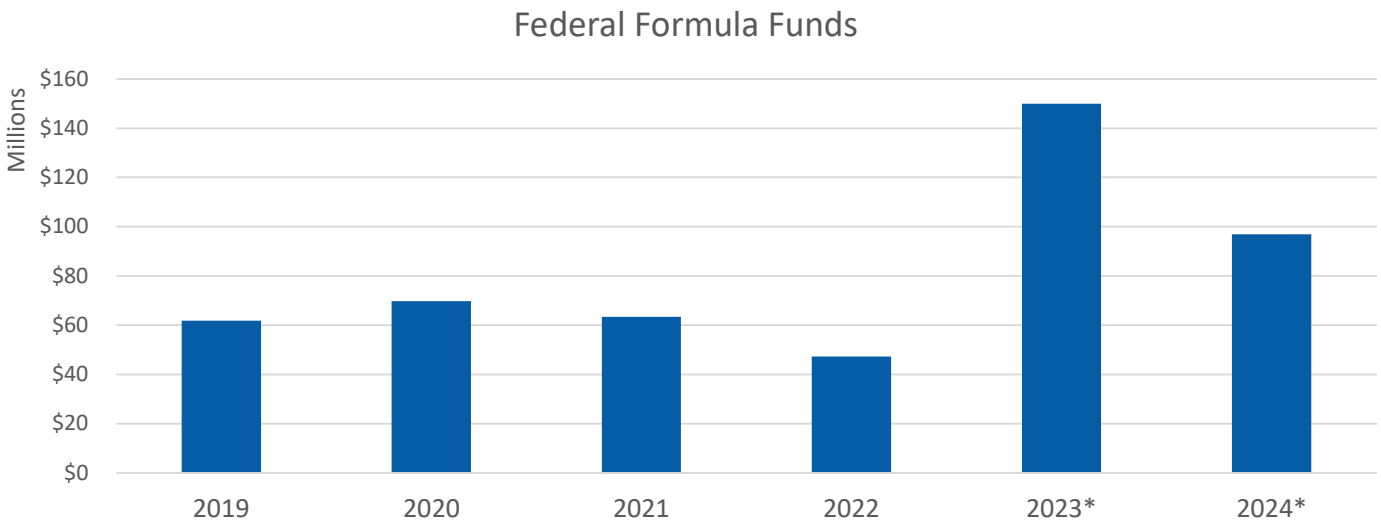
In 2016 the Transportation Bill, Fixing Americas' Surface Transportation (FAST) was approved by Congress. Since that time, the Authority has been able to use formula funds for preventive maintenance. These formula funds may be used to cover up to 80% of preventive maintenance costs. After operating additional TRAX lines/extensions for 7 years UTA qualified for additional formula funds on the green line.

2024 Federal Formula Funds – $96.9 million

The financial plan assumes $96.9 million in FTA formula funds to support the operating program (preventive maintenance and paratransit). Although this appears to be a decrease from 2023, the change is instead due to grant award delays for 2022 funds that will be expended in 2023 and the allocation of some formula funds to state of good repair projects in the capital program. Inconsistency in UTA's budgeted formula funds revenue started in 2021, when federal COVID-19 relief first complicated drawdown of these funds. However, actual awarded amounts have grown steadily each year.

Year	2019	2020	2021	2022	2023*	2024*
Operating Grants	$61,821,000	$69,746,000	$63,351,000	$47,287,000	$150,000,000	$96,960,000

* Budget/Projected



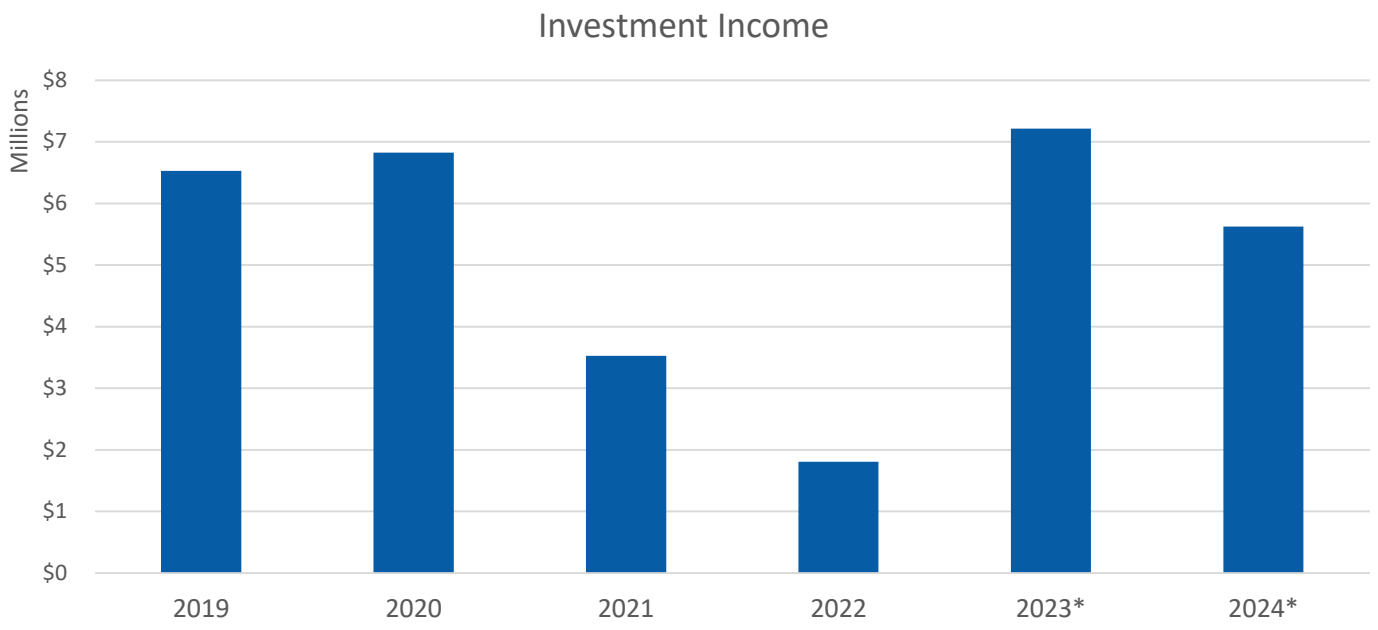
Investment Income

Investment income consists of revenue generated from invested operating fund balances and reserves. Some of the Authority's funds are invested with the Public Treasurers Investment Fund managed by the State Treasurer's office; others are invested by UTA's Investment Management firm (Chandler Asset Management) in accordance with the State's Money Management Act[1]. These investments may yield a higher interest and are secure.

An approximate rate of 2.50% is applied to projected reserve account and cash balances in UTA's Operating Fund. Projected 2023 investment revenues are $7.2 million with 2024 returns projected at $5.6 million due to market volatility.

Year	2019	2020	2021	2022	2023*	2024*
Investment Income	$6,526,000	$6,822,000	$3,526,000	$1,807,000	$7,215,000	$5,625,000

* Budget/Projected



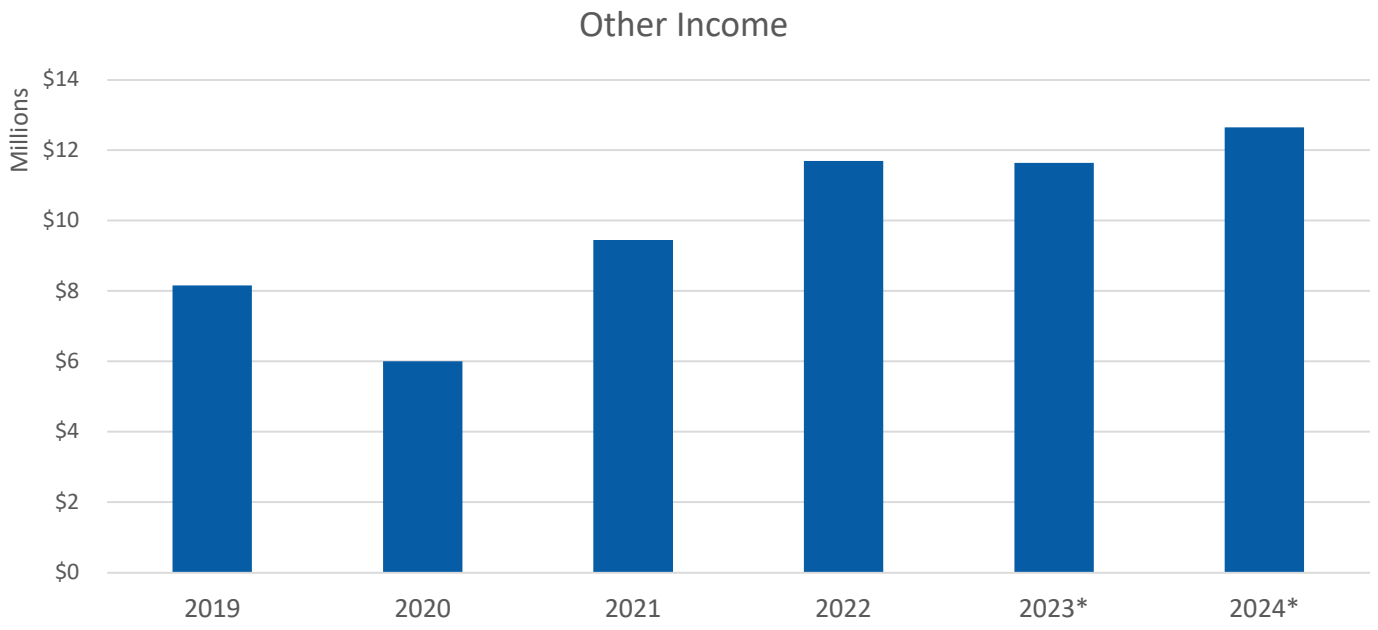
[1] Utah Code Chapter 51-7

Other Income

Other income for 2024 consists of $8.2 million from Salt Lake City for enhanced bus service and Microtransit/On Demand services, a $2.0 million sales tax distribution from the Utah Department of Transportation, $1.8 million for enhanced transit services, and $1.2 million from transit-oriented development revenues.

Year	2019	2020	2021	2022	2023*	2024*
Other Income	$8,156,000	$6,001,000	$9,443,000	$11,692,000	$11,634,000	$12,647,000

* Budget/Projected



Operating Uses – 2024 Detail

Employee Compensation and Benefits - $301.5 million:
The 2024 budget reflects a 3.4 percent increase over the 2023 budget. The 2024 budget includes an estimated average increase of 3.9 percent for salaries and wages 2.5 percent for benefits.

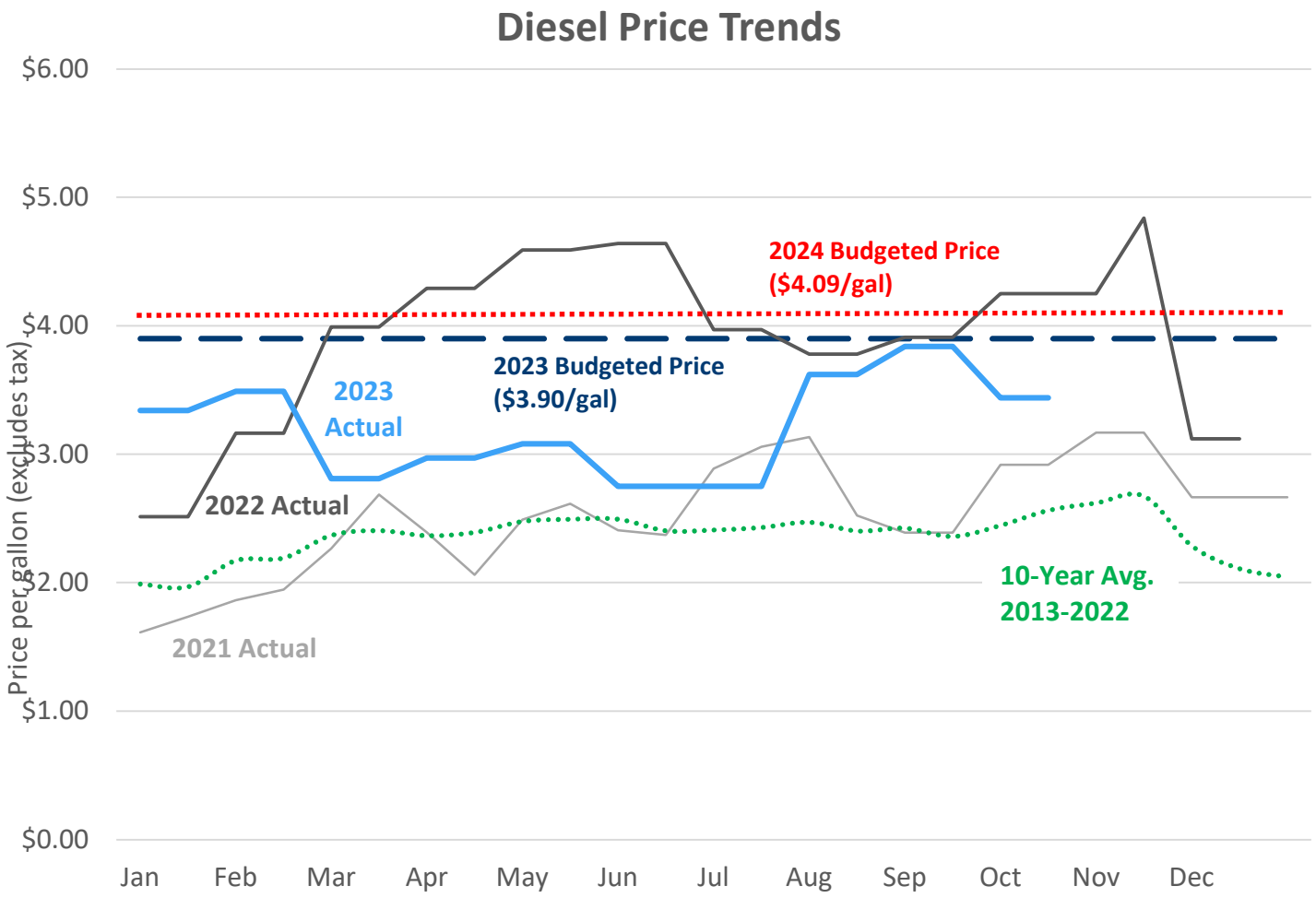
Utilities - $7.4 million:
Includes electricity (excluding propulsion power), heat, light, data charges and other utilities. Costs are expected to increase 19.1 percent in 2024, driven by increased costs for the addition of the new Depot District garage, higher expected heating fuel usage and increased data charges. Like fuel, UTA staff will monitor utility costs and adjust the Final Budget if necessary.

Parts - $25.9 million:
This 2024 budget reflects a $2.46 million (10.5 percent) increase over 2023 budget. Inflation continues to drive parts costs upwards, including freight costs and other supply chain components. Furthermore, the addition of electric buses in Salt Lake Service Unit and Ogden to run the OGX BRT route has added to the increase in the total parts budget for 2024, both in quantity and through higher costs of parts for the new type of vehicle.

Services - $45.9 million:
The 2024 Services budget is up $5.90 million (14.8 percent) over 2023 levels. This increase is due to the expansion of Microtransit in the Salt Lake City and South Salt Lake service areas ($3.3 million), carryover from the Rail Apprenticeship Program ($0.5 million), IT additions ($0.7 million) for database and business intelligence tools with smaller amounts accounting for the balance.

Other O&M Costs - $22.0 million:
This 2024 budgeted amount represents a $2.4 million (9.7 percent) decrease over 2023 levels. The decrease reflects some Contingencies reduction and other offsetting adjustments.

Fuel and Propulsion Power - $35.5 million:
Fuel is budgeted 2.6 percent or $0.7 million lower in 2024 than 2023. This decline is predominantly due to diesel fuel usage reductions of over 400,000 gallons versus 2023 ($1.6 million reduction in 2023 budgeted rate), driven by the increased use of electric buses in the Salt Lake and Mt. Ogden business units. Offsetting this somewhat were higher costs per gallon for diesel, CNG and gasoline (approximately $800,000) and increased propulsion power costs driven by additional electric buses (approximately $600,000). The 2024 Budget assumes $4.03 per gallon for diesel (vs $3.90 in 2023), $3.20 per gallon for gasoline (vs $3.10 in 2023), and $1.90 CNG.



Capitalized Costs – minus $12.6 million:

Staff time in support of the capital program is initially charged to the operating program and is ultimately charged to capital through a reimbursable process. This $12.6 million credit is the estimated cost of UTA operating costs being charged to the capital program and the Rail overhaul program.

Sources and Uses

5-Year Sources & Uses

	Sources	Actuals 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028
A	**Beginning Balance**	$321.8	$435.2	$531.6	$463.5	$430.7	$373.2	$340.6
	Sales Tax	$480.9	$480.9	$493.7	$518.5	$543.3	$568.2	$593.0
	PM Funds (FTA)	47.3	150.0	97.0	97.9	98.9	99.8	100.7
	Stimulus Funds	167.8	-	-	-	-	-	-
	Passenger Funds	33.5	35.8	38.0	39.2	40.2	40.9	42.0
B	Capital Sources	109.5	204.4	107.5	240.3	159.0	113.0	188.1
	Other Sources	38.3	21.2	20.6	19.7	19.3	19.8	18.1
C	Total Sources	$877.3	$892.3	$756.8	$915.6	$860.7	$841.7	$941.9
	Uses							
D	Operating Expense	$421.2	$392.2	$425.5	$445.1	$467.0	$482.2	$508.7
E	Capital Expense	205.3	214.3	230.4	325.9	263.4	194.6	257.6
F	Debt Service	149.6	159.4	169.1	177.5	187.9	197.6	213.2
G	Total Uses	$776.1	$765.9	$825.0	$948.4	$918.2	$874.3	$979.4
H	Net Change	101.2	126.4	(68.2)	(32.7)	(57.5)	(32.7)	(37.5)
I	Cash Amended [1]	12.2	(30.0)	-	-	-	-	-
J	Ending Balance	435.2	531.6	463.5	430.7	373.2	340.6	303.1
K	Reserves	180.8	190.1	211.1	234.1	257.2	233.2	249.8
L	Long-term Capital Exp. Investment	-	-	68.2	32.7	57.5	32.7	37.5
M	**Unrestricted Fund Balance**	**$254.4**	**$341.5**	**$184.2**	**$163.9**	**$58.5**	**$74.7**	**$15.8**

J = A + C - G + I

M = J - K - L

[1] Repayment of State funds

2024 Operating Budget Request Detail

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 409,295	$ (8,460)	$ 550	$ 80	$ 10,619	$ 3,707	$415,792	$ 1,407	$ 8,313	$ 425,512

One-time expenses:
2023 Bargaining signing bonus: $2.1 million
2024 Ramp Up Service Cost: $1.5 million
Executive Director Contingency: $1.0 million
COO Operating Contingencies: $0.5 million
Xpan HR system implementation: $1.5 million
Planning project completions: $0.5 million
Ambassador program startup: $0.5 million

Staffing Changes:
Board Analyst position (annualized cost)
People Office Strategic Analyst (annualized cost)
People Office Labor Relations Business Partner
Finance Office Administrator (annualized cost)
Mid-year promotions and wage adjustments

Service Changes:
Ogden Local Service adjustments: -$1.9 million
Salt Lake Bus Service Adjustment: -$0.3 million
Special Services adjustments; $0.1 million
Trax Saturday service annualization: $0.4 million
Ogden OGX annualization: $0.8 million

Other Increases
Fuel Increases: $0.9 million
Parts Increases: $0.3 million
Other materials and services increases: $2.5 million

2023 Carry Forward:
Executive Director Contingency: $1.0 million
COO Service Contigency: $0.1 million
On Board Survey: $325k

2024 Additions:
Microtransit South SL County Service: $3.3 million
Commuter Rail additional trips: $0.6 million
ERP Requirements Evaluation and Documentation: $250k
Finance 3 FTE Analyst: $441k
Accounting Payroll Mgr: $170k
Accounting 2 FTE A/P Coordinators: $150k
Capital Accountant (partially capitalized) $45k
Contracted cleaning for Depot District garage: $150k
Facilities Service employees 2 FTE for additional stop cleaning: $155k
People MOW Trainer: $125k
People Data Entry clerk: $79k
People HR Specialist 0.5 FTE increase to full time: $31k
Recruitment marketing: $200k
Total Rewards temp help: $40k
Inclusion and Belonging consulting: $50k
Planning additionals 2 FTE Planners: $260k
Communications Social Media Spec: $102k
Communications 0.5 FTE Graphics Specialist: $48k
IT Systems Integrator 1.0 FTE: $140k
Transit App Detour module: $88k
Maint cost new Claims system: $75k
Ent Strat Change Mgt Contract Svcs: $100k
Safety Hep B Immunization: $150k
Ex. Director Coaching/Org Dev Svcs: $100k
Ambassador Program: $500k
Shift of Contingency for Tires: $400k
Offset by small reductions for Food, etc

Service Strategy

The 2024 Budget request includes strategies to address ongoing recruiting difficulties, minor service additions, facility maintenance and safety measures, infrastructure improvements to support fleet electrification, and strengthening our internal systems and controls.

UTA continues to have difficulty recruiting and retaining operators and other staff to support the operations and maintenance of the fleet. In addition to ongoing funding, the 2024 budget includes an additional $100k for operator recruitment activity to meet the challenges of an ongoing tight labor market. Recruiting efforts will also be a focus for the new social and visual media positions requested.

Service additions for 2024 have been reduced to minimal levels due to staffing constraints. Those additions that remain are focused on areas that require little to no additional staff. The 2024 budget allocates $3.3 million of funding to support growth of the popular On Demand service in South Salt Lake County, which will be operated by contract partners.

Safety is always a priority for UTA, supported by the 2024 budget through Hepatitis B vaccination funding for employees put at risk by their job duties, and two new facilities service positions that will improve stop hygiene measures.

With our growing electric bus fleet, UTA plans to invest $275,000 in maintenance and training related to the vehicles and chargers.

The 2024 budget request significantly strengthens internal systems and controls support through the following:

- Multiple new Finance positions (2 A/P Coordinators, Payroll Manager, Capital accounting and budget staff, etc.) that will provide the support required for enhanced compliance and decision making.
- A new systems integration analyst position to administer and integrate UTA's many new systems.
- Data integration and additional Transit app capabilities to help drive increased system efficiency and ease of customer use.
- Two additional Planners to enhance UTA's service, long range, and interagency planning capabilities.

Audit/Federal Compliance

2024 Audit/Federal Compliance

	FTE	Cost	Cumulative Cost
Capital & Lease Accountant (50% capitalized)	0.50	45,000	$ 45,000
Hepatitis B Vaccine Initiative		150,000	195,000
Subtotal Audit/Federal Compliance	**0.50**	**195,000**	**195,000**

The capital & lease accountant will allow UTA to prepare financial documents required for audits. Making the Hepatitis B Vaccine available to staff members whose job duties at UTA put them at increased risk is both a moral imperative and a federal initiative.

Agency Requests

Budget Request	*FTE*	*Cost*
Contract Services to support Org Dev & Coaching		$ 100,000
Full Time Social Media Strategist	1.00	101,500
Part Time Graphics/Visual Media position	0.50	47,850
MOW Trainer	1.00	125,000
Data Entry Position	1.00	79,000
Marketing for recruitment		100,000
Total Rewards & Talent Acquisition temporary help		40,000
Consulting funds for Inclusion & Belonging		50,000
Increase PT HR Specialist to FT to support LR/HR work	0.50	31,000
Operations Planners	2.00	260,000
Contract custodial to maintain DDCFTC shop/yard		150,000
Facilities Service Employees	2.00	154,222
Training for new technology of buses		25,000
ABB Maintenance Contract Electric Bus Chargers		250,000
Budget Analyst	1.00	131,250
Payroll Manager	1.00	170,000
Maintenance costs for Claims Management Software		75,000
A/P Coordinators	2.00	150,000
Module for Transit APP for Detour Tracking		87,600
People/Process Change & Project Management		100,000
Special Projects Manager (funded)	1.00	
Systems Integration Analyst	1.00	140,000
Government Relations Admin Increase to Full Time	0.60	34,000
Orchard Trail investment commitment		20,000
Subtotal Agency Requests	14.60	$ 2,421,422

This $2.4 million package of requests includes funding to improve financial oversight through additional staff in the Finance Office, including 2 AP coordinators, a Payroll Manager, and a Budget Analyst. Funding for 2 FTE Planning staff members is also included.

The request also focuses on enhancing UTA's electric bus charging infrastructure and supporting the training needed for staff to maintain these new systems effectively.

New hires and employee initiatives remain a focus this year through additional marketing, coaching services, change management, temporary staff, and inclusion & belonging consultant funding requests. In total, the agency is requesting 17.6 new positions in the 2024 budget, 2.5 of which will be funded through the Capital program (as seen in the following discussion).

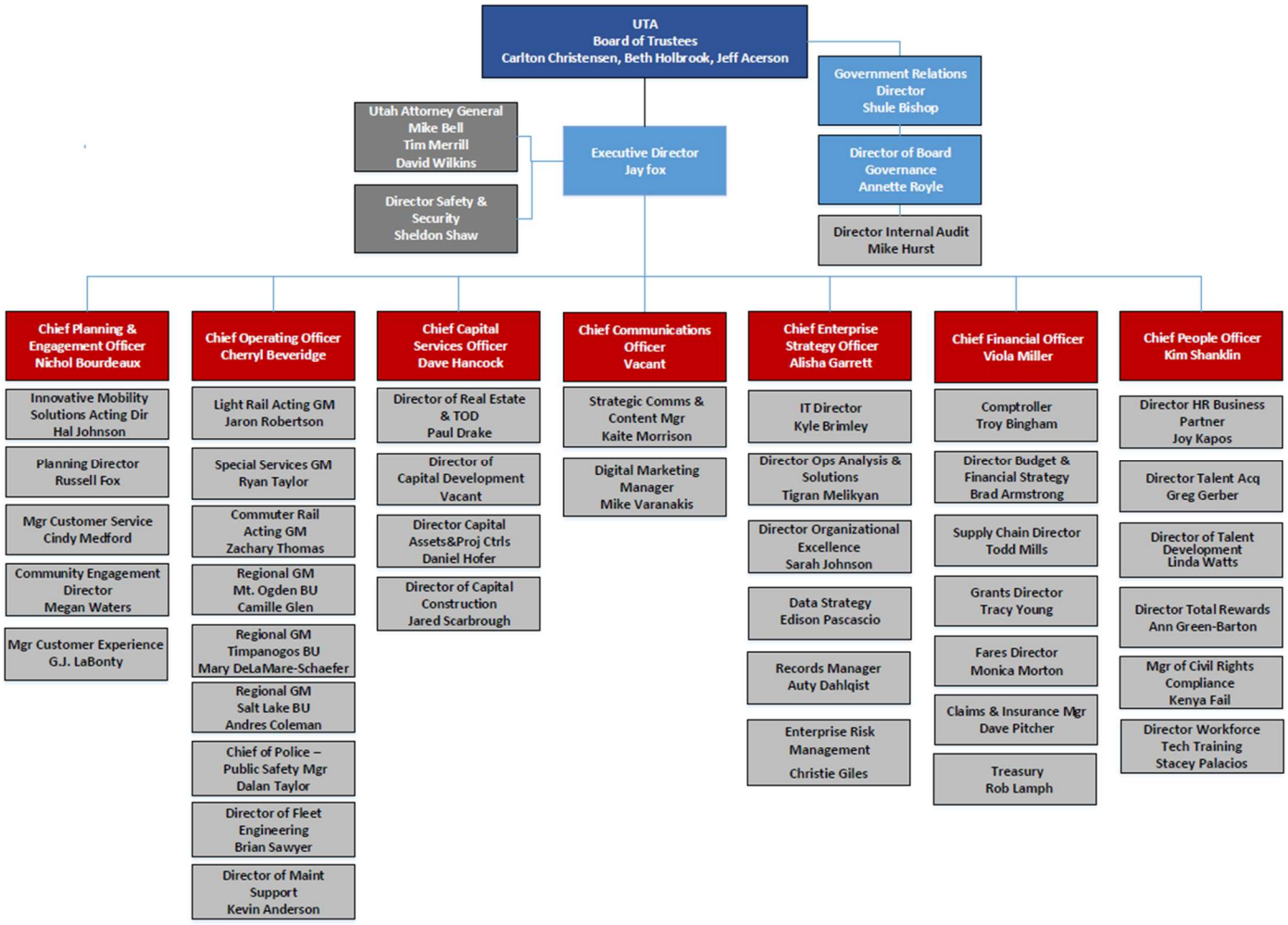
Capital Position Requests

UTA approves all headcount in the Operating budget request. Capital staff will charge to the capital program through a reimbursable process. Operating funding for these 2.5 positions includes start-up costs only (computer, supplies, office space, etc.).

	FTE	Cost
Capital & Lease Accountant (50% capitalized)	0.50	$ 45,000
GIS Analyst	1.00	102,000
CFO: Capital Budget Analyst (cost offset by Capital)	1.00	131,250
Subtotal Audit/Federal Compliance	2.50	$ 278,250

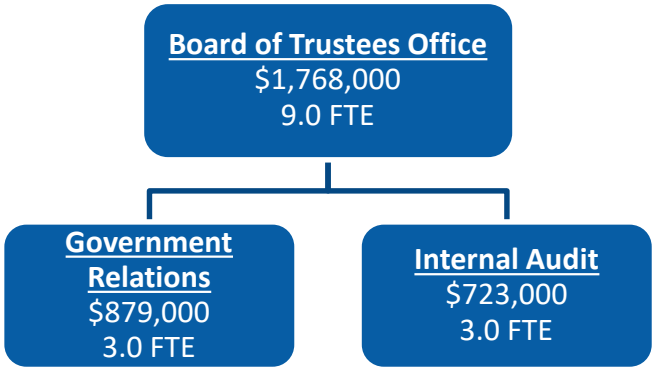
These positions will support the financial oversight and project management needs required by UTA's growing capital program.

Org Chart – 2024



2024 Operating Budget by Office, Cost Center, Category & FTE

UTA Board of Trustees



The UTA Board of Trustees are appointed by the Governor to represent their respective counties. The Trustees work closely with legislators, local governments, stakeholders, and community members. They partner with the Executive Director in setting the vision and long-term priorities for the Agency.

The Board of Trustees Office provides the following to make the UTA System work:

- *Board of Trustees*. Provide leadership, fiscal oversight and support the Executive Director in the daily management of UTA's services.
- *Internal Audit.* The audit team plays a critical role in evaluating and improving UTA's system of governance, risk management, and controls. This is done primarily through execution of the annual internal audit plan, which is defined and approved by the Audit Committee.
- *Government Relations.* Engages externally with elected officials at a federal, state, and local level to inform, advocate and influence public policy that impacts UTA. They also collaborate and coordinate with partners and advocates on all three of these levels to promote the best interests of the organization.

2024 Proposed Board of Trustees Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Board of Trustees	$1,524,000	$1,768,000	$244,000
Government Relations	814,000	879,000	65,000
Internal Audit	829,000	723,000	(106,000)
Totals	**$3,168,000**	**$3,370,000**	**$202,000**

2024 Proposed Board of Trustees Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$1,604,000	$1,724,000	7.5%
Fringe	689,000	787,000	14.2%
Services	719,000	622,000	-13.5%
Utilities	6,000	10,000	66.7%
Other O&M	149,000	227,000	52.3%
Totals	**$3,168,000**	**$3,370,000**	**6.4%**

Board of Trustees FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Board of Trustees	9.0	9.0	-
Government Relations	2.4	3.0	0.6
Internal Audit	4.0	4.0	-
Totals	**15.4**	**16.0**	**0.6**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 3,168	$ (125)	$ 133	$ -	$ 113	$ 47	$ 3,336	$ -	$ 34	$ 3,370

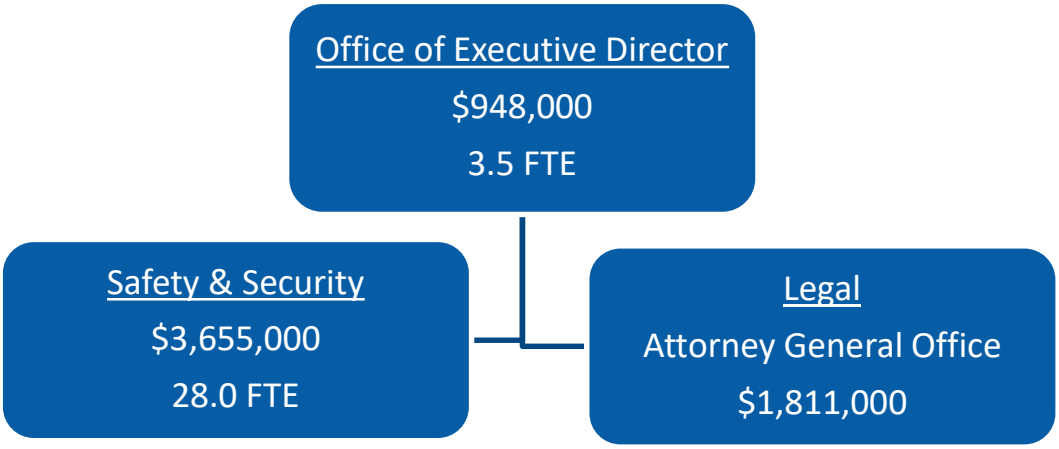
One-time expenses:
Internal Audit contract services: $125k

Staffing Changes:
Board Analyst position (annualized cost)

Other Increases:
Other materials and services increases: $47k

2024 Additions:
Government Relations increase admin position to full time $34k

Executive Director



The Executive Director's Office focuses internally on running the day-to-day functions of the organization. The Executive Director sets the annual strategies, initiatives and goals for the Agency and partners with each Executive Office to fulfill UTA's mission and vision.

UTA Executive Office provides the following to meet the needs of the Agency:

- Executive Director. Provides leadership and daily management to UTA's workforce.

In addition to the seven chief offices, the Executive Director also oversees the following departments:

- *Safety & Security.* Focused on UTA safety and security practices and ensuring regulations are met.
- *Legal.* Works directly with our in-house representation from the Attorney General's Office.

2024 Executive Director Operating Budget Expenses by Division

Department	FY 2023 Budget	FY 2024 Budget	Change
Executive Director*	$794,000	$948,000	$154,000
Legal Services	1,859,000	1,811,000	(48,000)
Safety & Security	3,370,000	3,655,000	285,000
Non-Departmental	1,000,000	1,000,000	-
Totals	**$7,023,000**	**$7,414,000**	**$391,000**

*FY 2024 includes annualization of 2 FTE positions added in the FY 2023 Amended Budget.

2024 Executive Director Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$2,023,000	$2,121,000	4.8%
Fringe	916,000	989,000	8.0%
Services	3,038,000	3,021,000	-0.6%
Fuel/Power	8,000	14,000	75.0%
Utilities	12,000	12,000	0.0%
Parts	1,000	6,000	500.0%
Other O&M	245,000	251,000	2.4%
Capitalized Costs	-220,000	0	-100.0%
Non-Departmental*	1,000,000	1,000,000	0.0%
Totals	**$7,023,000**	**$7,414,000**	**5.6%**

*Under the purview of the Executive Director is the non-departmental cost center which has $1 million proposed in this budget to fund emerging/emergency needs.

Executive Director FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Executive Director	3.5	3.5	-
Legal Services	-	-	-
Safety & Security	28.5	28.0	(0.5)
Non-Departmental	-	-	-
Totals	**32.0**	**31.5**	**(0.5)**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 7,023	$ (1,000)	$ 4	$ -	$ 149	$ (13)	$ 6,164	$ 1,000	$ 250	$ 7,414

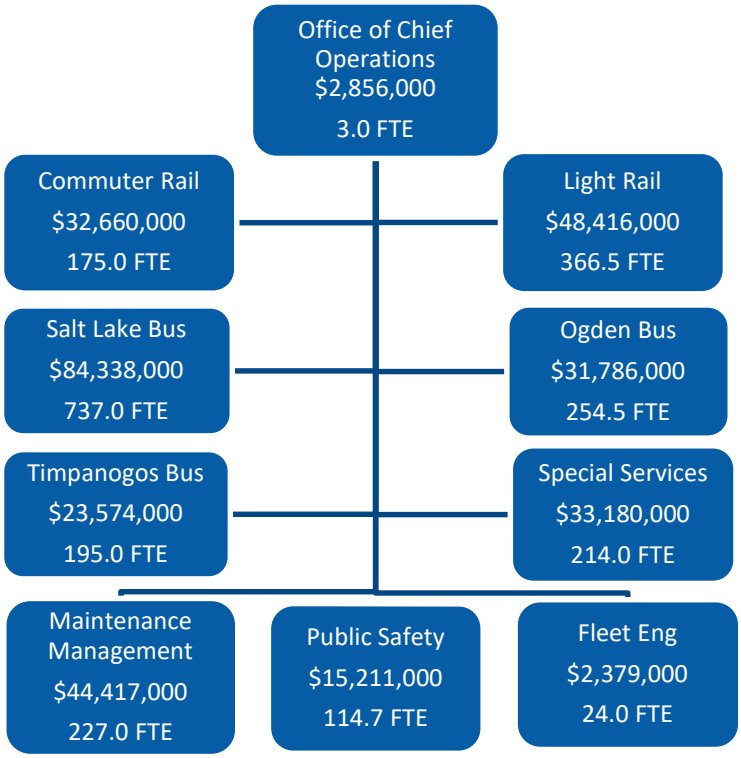
One-time expenses:
Executive Director Contingency: $1.0 million

Other Increases:
Other materials and services changes: $113k
Savings from Legal Services reduced outsourcing $-126k

2023 Carry Forward:
Executive Director Contingency: $1.0 million

2024 Additions:
Safety Hep B Immunization: $150k
Ex. Director Coaching/Org Dev Svcs: $100k

Operations



The Operations organization is comprised of nine service units covering UTA's service area and Public Safety (including Transit Communications Center), Fleet Engineering and Asset Management (Engineering & Support Maintenance) Departments. UTA Operations provides the following functions:

- *Office of the Chief.* Provides oversight, direction, and leadership for Operations.
- *Modal Offices.* Operates buses (3 business units), light rail, commuter rail, vanpool, and special services across the UTA service area in a safe and efficient manner.
- *Maintenance Management*. Maintain the buses, rail cars and rail right of way to allow the safe and comfortable operation of services to UTA's customers.
- *Public Safety*. UTA has an internal police department focused on keeping our community, our riders, and our employees safe. Our police also engage in community service and support our local authorities. Includes *Transit Communications Center.*
- *Fleet Engineering*. Provides technical engineering expertise and quality assurance oversight to Bus and Rail Maintenance, Operation personnel and Capital acquisition.

2024 Operations Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
COO Office*	$23,349,000	$20,447,000	($2,902,000)
Maintenance Mgt	43,185,000	44,417,000	1,232,000
Salt Lake Bus	82,805,000	84,338,000	1,533,000
Mt. Ogden Bus	30,166,000	31,786,000	1,620,000
Timpanogos Bus	23,086,000	23,574,000	488,000
Special Services	32,263,000	33,180,000	917,000
Light Rail	46,636,000	48,416,000	1,780,000
Commuter Rail	31,110,000	32,660,000	1,550,000
Totals	**$312,599,000**	**$318,817,000**	**$6,218,000**

*Includes Public Safety, Transit Comms Center, and Fleet Engineering

2024 Operations Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$152,427,000	$156,035,000	2.4%
Fringe	79,365,000	79,909,000	0.7%
Services	11,598,000	13,320,000	14.8%
Fuel/Power	35,219,000	34,923,000	-0.8%
Parts	23,114,000	25,675,000	11.1%
Utilities	5,108,000	5,845,000	14.4%
Non-Departmental	5,876,000	2,014,651	-65.7%
Other O&M	8,811,000	9,253,349	5.0%
Capitalized Costs	(8,919,000)	(8,158,000)	-8.5%
Totals	**$312,599,000**	**$318,817,000**	**2.0%**

Operations FTE Summary: 2023 Budget and 2024 Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
COO Office	3.0	3.0	0.0
Public Safety	114.7	114.7	0.0
Fleet Engineering	24.0	24.0	0.0
Maintenance Mgt	225.0	227.0	2.0
Salt Lake Bus	750.0	737.0	(13.0)
Mt. Ogden Bus	265.0	254.5	(10.5)
Timpanogos Bus	196.0	195.0	(1.0)
Special Services	216.0	214.0	(2.0)
Light Rail	365.5	366.5	1.0
Commuter Rail	175.0	175.0	0.0
Totals	**2,334.2**	**2,310.7**	**(23.5)**

2024 Operations Budget Changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 312,599	$ (4,114)	$ (254)	$ (820)	$ 7,627	$ 2,098	$ 317,135	$ 82	$ 1,599	$ 318,817

One-time expenses:

2023 Bargaining signing bonus: $2.1 million
2024 Ramp Up Service Cost: $1.5 million
COO Operating Contingencies: $0.5 million

Staffing Changes:

Transfer out of Special Projects Director from COO to Ent Strat

Service Changes:

Ogden Local Service adjustments: -$1.9 million
Salt Lake Bus Service Adjustment: -$0.3 million
Special Services adjustments; $0.1 million
Trax Saturday service annualization: $0.4 million
Ogden OGX annualization: $0.8 million

Other Increases:

Fuel Increases: $0.8 million
Parts Increases: $0.3 million
Other materials and services increases: $1.0 million

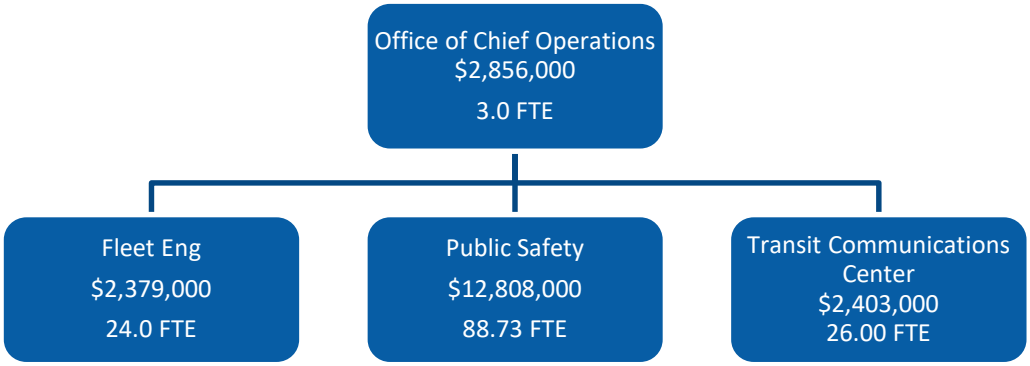
2023 Carry Forward:

COO Service Contingency: $82k

2024 Additions:

Commuter Rail additional trips: $0.6 million
Contracted cleaning for Depot District garage: $150k
Facilities Service employees 2 FTE for additional stop cleaning: $155k
Bus Charger Maintenance Contract and tech training: $275k

COO Office



2024 Proposed COO Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
COO Office	$6,429,000	$2,856,000	($3,573,000)
Transit Comms Center	2,272,000	2,403,000	131,000
Public Safety	12,429,000	12,808,000	379,000
Fleet Engineering	2,219,000	2,379,000	160,000
Totals	**$23,349,000**	**$20,447,000**	**($2,902,000)**

2024 Proposed COO Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$11,639,000	$12,047,000	3.5%
Fringe	5,413,000	5,740,000	6.0%
Services	245,000	249,000	1.6%
Fuel/Power	263,000	251,000	-4.6%
Utilities	153,000	173,000	0.0%
Non-Departmental	5,876,000	2,014,651	0.0%
Other O&M	669,000	854,349	0.0%
Capitalized Costs	-908,000	-883,000	-2.8%
Totals	**$23,349,000**	**$20,447,000**	**-12.4%**

COO FTE Summary: 2023 Budget and 2024 Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Operations	3.0	3.0	-
Public Safety	88.7	88.7	-
Transit Comms Center	26.0	26.0	-
Fleet Engineering	24.0	24.0	-
Totals	**141.7**	**141.7**	-

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 23,349	$ (2,038)	$ (223)	$ (1,905)	$ 760	$ 155	$ 20,098	$ 82	$ 266	$ 20,447

One-time expenses:
2024 Ramp Up Service Cost: $1.5 million
COO Operating Contingencies: $0.5 million

Other Increases:
Other materials and services increases: $0.2 million

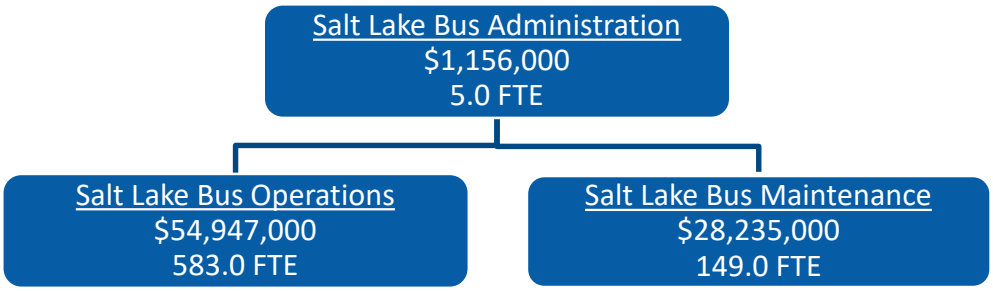
Service Changes:
Ogden Local Service contingency adjustments: -$1.9 million

2023 Carry Forward:
COO Service Contingency: $0.1 million

2024 Additions:
Bus Charger Maintenance Contract and tech training: $275k

Operations Contingency:
Supervisor ratios: $1.6 million
Operator Retention: $350k

Salt Lake Service Unit



2024 Proposed Salt Lake Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Salt Lake Administration	$899,000	$1,156,000	$257,000
Salt Lake Operations	54,541,000	54,947,000	406,000
Salt Lake Maintenance	27,365,000	28,235,000	870,000
Totals	**$82,805,000**	**$84,338,000**	**$1,533,000**

2024 Proposed Salt Lake Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$45,357,163	$46,200,254	1.9%
Fringe	24,539,064	24,405,219	-0.5%
Services	149,500	335,500	124.4%
Fuel/Power	8,318,018	7,866,217	-5.4%
Utilities	113,000	113,000	0.0%
Parts	3,013,373	3,800,318	26.1%
Other O&M	1,314,484	1,617,031	23.0%
Totals	**$82,805,000**	**$84,338,000**	**1.9%**

Salt Lake FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Salt Lake Administration	6.0	6.0	-
Salt Lake Operations	595.0	583.0	(12.0)
Salt Lake Maintenance	149.0	148.0	(1.0)
Totals	**750.0**	**737.0**	**(13.0)**

Summary of budget changes

2023 Budget	2023 One-Time Expenses	2023 Additions: Staffing	2023 Additions: Service	2024 Adjustments: Wage and Fringe	2024 Adjustments: Other	2024 Budget: 2024 Base	2024 Budget: 2023 Carry Forward	2024 Budget: 2024 Additions	2024 Budget: 2024 Budget Request
$ 82,805	$ (728)	$ -	$ (308)	$ 2,006	$ 326	$ 84,100	$ -	$ 238	$ 84,338

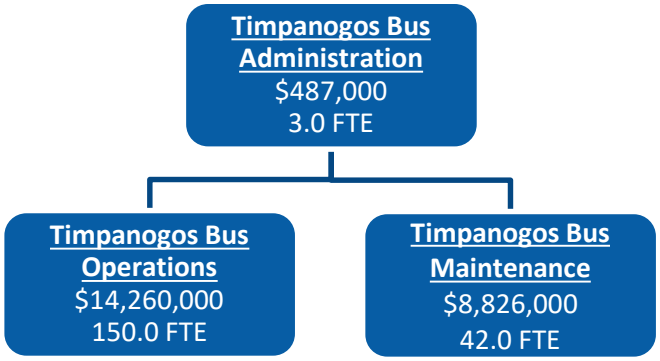
One-time expenses:
2023 Bargaining signing bonus

Service Changes:
Salt Lake County Service misc adjustments

Other Increases:
Fuel Increases: $250k
Parts Increases: $0.1 million
Other materials and services increases: $0.1 million

2024 Additions:
Contracted cleaning for Depot District garage: $150k
Tire Leasing Cost Increase: $200k
Transfer of SLBU Maint position to Ops Analysis: -$101k

Timpanogos Service Unit



2024 Proposed Timpanogos Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Timp Administration	$455,000	$487,000	$32,000
Timp Operations	13,965,000	14,260,000	295,000
Timp Maintenance	8,665,000	8,826,000	161,000
Totals	**$23,086,000**	**$23,574,000**	**$488,000**

2024 Proposed Timpanogos Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$12,099,000	$12,432,000	2.8%
Fringe	6,475,000	6,432,000	-0.7%
Services	59,000	50,000	-15.3%
Fuel/Power	3,144,000	3,230,000	2.7%
Utilities	14,000	15,000	7.1%
Parts	1,060,000	1,098,000	3.6%
Other O&M	284,000	317,000	11.6%
Capitalized Costs	(49,000)	-	-
Totals	**$23,086,000**	**$23,574,000**	**2.1%**

Timpanogos FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Timp Administration	3.0	3.0	-
Timp Operations	151.0	150.0	(1.0)
Timp Maintenance	42.0	42.0	-
Totals	**196.0**	**195.0**	**(1.0)**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 23,086	$ (226)	$ -	$ (17)	$ 529	$ 121	$ 23,492	$ -	$ 82	$ 23,574

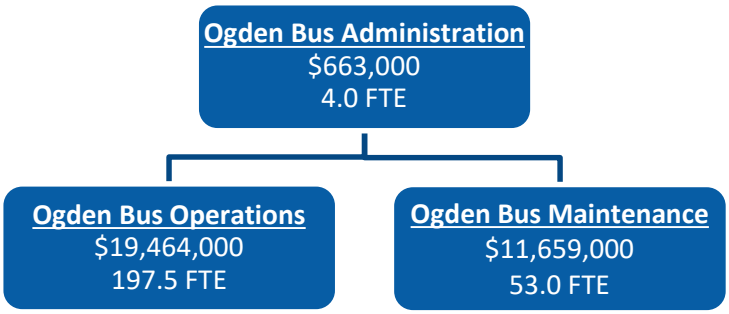
One-time expenses:
2023 Bargaining signing bonus

Service Changes:
Timpanogos misc service adjustments

Other Increases:
Fuel Increases: $98k
Parts Increases: $10k
Other materials and services increases: $29k

2024 Additions:
Tire Leasing Cost Increase: $82k

Mt. Ogden Service Unit



2024 Proposed Mt. Ogden Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Ogden Administration	$642,000	$663,000	$21,000
Ogden Operations	18,334,000	19,464,000	1,130,000
Ogden Maintenance	11,190,000	11,659,000	469,000
Totals	**$30,166,000**	**$31,786,000**	**$1,620,000**

2024 Proposed Mt. Ogden Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$15,857,000	$16,860,000	6.3%
Fringe	8,547,000	8,727,000	2.1%
Services	126,000	113,000	-10.3%
Fuel/Power	3,741,000	4,057,000	8.4%
Utilities	15,000	20,000	33.3%
Parts	1,336,000	1,533,000	14.7%
Other O&M	544,000	476,000	-12.5%
Totals	**$30,166,000**	**$31,786,000**	**5.4%**

Mt. Ogden FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Ogden Administration	4.0	4.0	-
Ogden Operations	208.0	197.5	(10.5)
Ogden Maintenance	53.0	53.0	-
Totals	**265.0**	**254.5**	**(10.5)**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 30,166	$ (247)	$ -	$ 848	$ 749	$ 176	$ 31,692	$ -	$ 95	$ 31,786

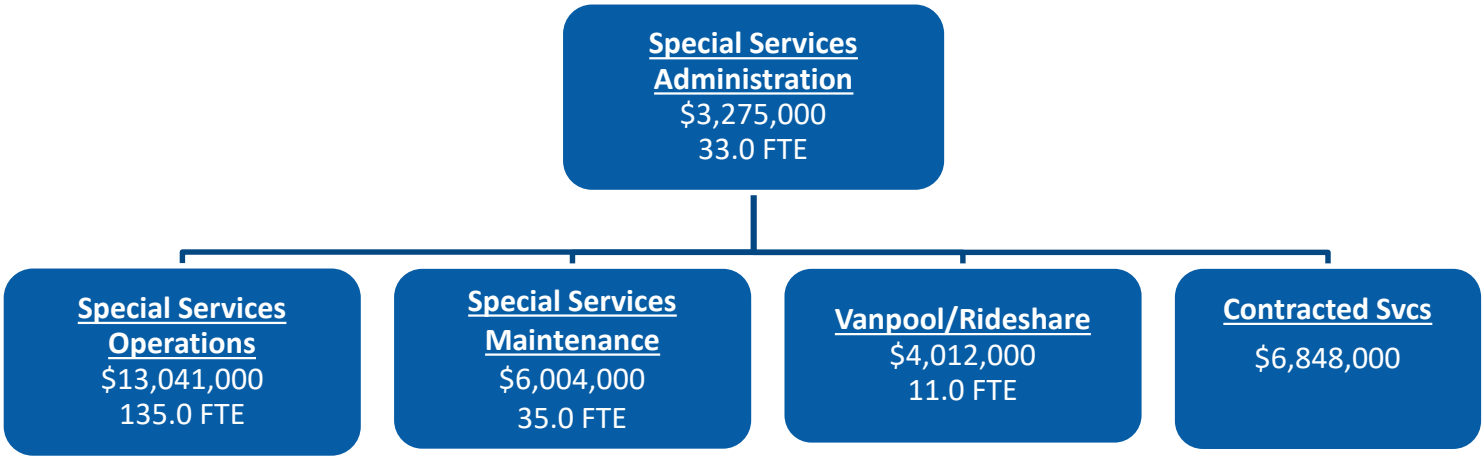
One-time expenses:
2023 Bargaining signing bonus

Service Changes:
OGX annualized service: $0.8 million

Other Increases:
Fuel Increases: $115k
Parts Increases: $13k
Other materials and services increases: $45k

2024 Additions:
Tire Leasing Cost Increase: $95k

Special Services Service Unit



2024 Proposed Special Services Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Special Svcs Administration	$3,187,000	$3,275,000	$88,000
Special Svcs Operations	13,353,000	13,041,000	(312,000)
Special Svcs Maintenance	5,815,000	6,004,000	189,000
Vanpool/Rideshare	4,015,000	4,012,000	(3,000)
Contracted Services	5,893,000	6,848,000	955,000
Totals	**$32,263,000**	**$33,180,000**	**$917,000**

2024 Proposed Special Services Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$13,743,000	$13,746,000	0.0%
Fringe	7,347,000	7,246,000	-1.4%
Services	6,051,000	7,014,000	15.9%
Fuel/Power	3,235,000	3,241,000	0.2%
Utilities	22,000	18,000	-18.2%
Parts	445,000	472,000	6.1%
Other O&M	1,419,000	1,443,000	1.7%
Totals	**$32,263,000**	**$33,180,000**	**2.8%**

Special Services FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Special Svcs Administration	33.0	33.0	-
Special Svcs Operations	137.0	135.0	(2.0)
Special Svcs Maintenance	35.0	35.0	-
Vanpool/Rideshare	11.0	11.0	-
Contracted Services	-	-	-
Totals	**216.0**	**214.0**	**(2.0)**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 32,263	$ (194)	$ -	$ 123	$ 712	$ 261	$ 33,165	$ -	$ 14	$ 33,180

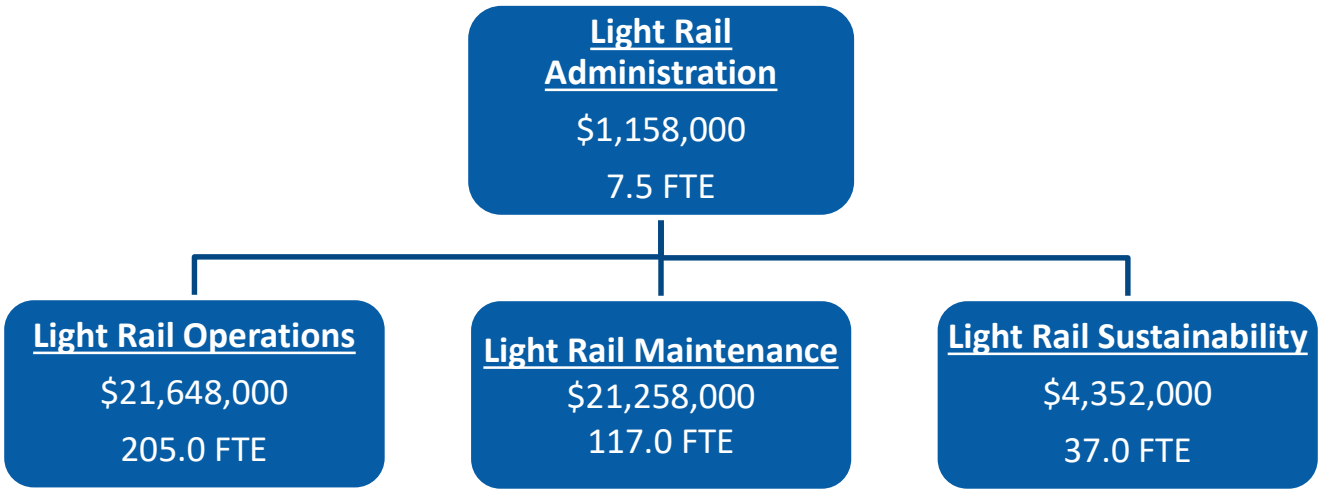
One-time expenses:
2023 Bargaining signing bonus

Service Changes:
Special Services adjustments; $0.1 million

Other Increases:
Fuel Increases: $103k
Parts Increases: $4k
Other materials and services increases: $278k

2024 Additions:
Tire Leasing Cost Increase: $25k
Move Non-Rev Fleet Fuel and Maint to Capital Services: -$10k

Light Rail Service Unit



2024 Proposed Light Rail Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Light Rail Administration	$1,195,000	$1,158,000	($37,000)
Light Rail Operations	20,964,000	21,648,000	684,000
Light Rail Maintenance	20,243,000	21,258,000	1,015,000
Light Rail Sustainability	4,234,000	4,352,000	118,000
Totals	**$46,636,000**	**$48,416,000**	**$1,780,000**

2024 Proposed Light Rail Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$25,507,000	$26,060,000	2.2%
Fringe	12,907,000	12,918,000	0.1%
Services	1,355,000	1,373,000	1.3%
Fuel/Power	121,000	106,000	-12.4%
Utilities	53,000	53,000	0.0%
Parts	12,337,000	12,938,000	4.9%
Other O&M	1,712,000	1,663,000	-2.9%
Capitalized Costs	(7,357,000)	(6,695,000)	-
Totals	**$46,636,000**	**$48,416,000**	**3.8%**

Light Rail FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Light Rail Administration	6.5	7.5	1.0
Light Rail Operations	205.0	205.0	-
Light Rail Maintenance	117.0	117.0	-
Light Rail Sustainability	37.0	37.0	-
Totals	**365.5**	**366.5**	**1.0**

Summary of budget changes

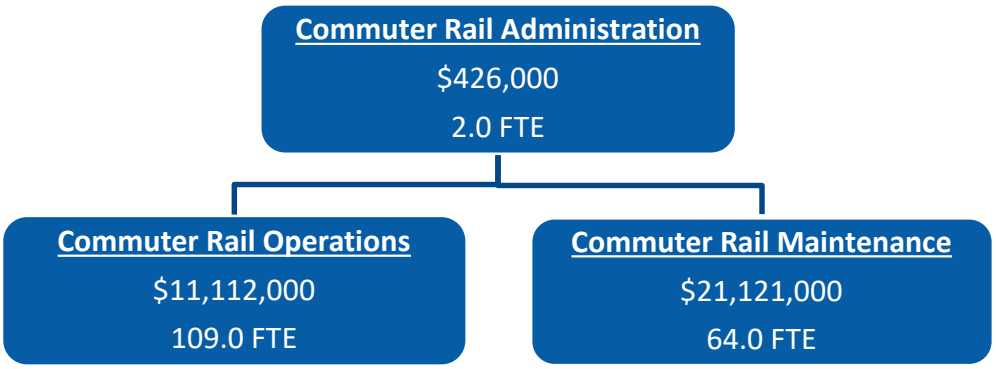
		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 46,636	$ (330)	$ (32)	$ 439	$ 1,258	$ 452	$ 48,423	$ -	$ (8)	$ 48,416

Staffing Changes:
2023 Bargaining signing bonus

Service Changes:
Annualized Increased Saturday Service: $452k

Other Increases:
Fuel Increases: $4k
Parts Increases: $183k
Other materials and services increases: $118k

Commuter Rail Service Unit



2024 Proposed Commuter Rail Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Com. Rail Administration	$566,000	$426,000	($140,000)
Com. Rail Operations	10,424,000	11,112,000	688,000
Com. Rail Maintenance	20,119,000	21,121,000	1,002,000
Totals	**$31,110,000**	**$32,660,000**	**$1,550,000**

2024 Proposed Commuter Rail Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$11,644,000	$12,275,000	5.4%
Fringe	5,761,000	5,874,000	2.0%
Services	466,000	700,000	50.2%
Fuel/Power	9,265,000	9,257,000	-0.1%
Utilities	305,000	314,000	3.0%
Parts	3,328,000	3,996,000	20.1%
Other O&M	841,000	863,000	2.6%
Capitalized Costs	(500,000)	(620,000)	24.0%
Totals	**$31,110,000**	**$32,660,000**	**5.0%**

Commuter Rail FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Com. Rail Administration	3.0	2.0	(1.0)
Com. Rail Operations	108.0	109.0	1.0
Com. Rail Maintenance	64.0	64.0	-
Totals	**175.0**	**175.0**	**-**

Summary of budget changes

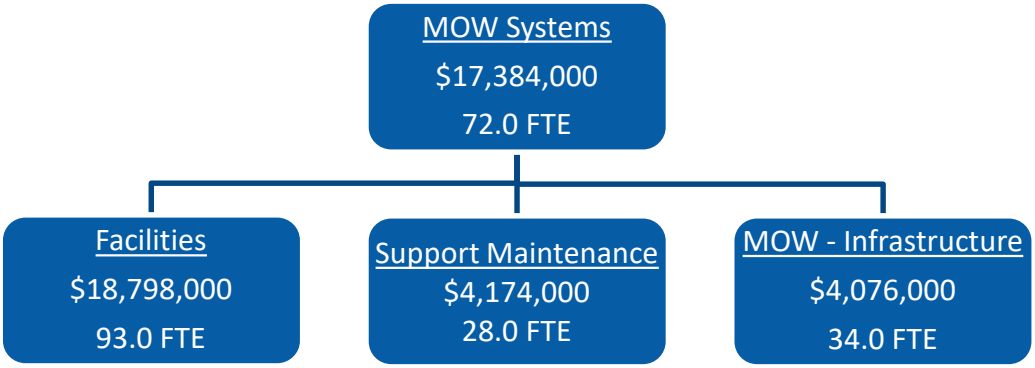
		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 31,110	$ (127)	$ -	$ -	$ 620	$ 499	$ 32,101	$ -	$ 559	$ 32,660

Service Changes:
2023 Bargaining signing bonus

2024 Additions:

Other Increases:
Fuel Increases: $290k
Parts Increases: $47k
Other materials and services increases: $160k

Maintenance Management Service Unit



2024 Proposed Maintenance Management Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Support Maintenance	$3,940,000	$4,174,000	$234,000
Facilities	17,450,000	18,798,000	1,348,000
MOW - Systems	17,533,000	17,384,000	(149,000)
MOW - Infrastructure	4,262,000	4,061,000	(201,000)
Totals	**$43,185,000**	**$44,417,000**	**$1,232,000**

2024 Proposed Maintenance Management Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$16,580,000	$16,414,000	-1.0%
Fringe	8,376,000	8,567,000	2.3%
Services	3,147,000	3,485,000	10.7%
Fuel/Power	7,132,000	6,914,000	-3.1%
Utilities	4,433,000	5,138,000	15.9%
Parts	1,594,000	1,839,000	15.4%
Other O&M	2,028,000	2,021,000	-0.3%
Capitalized Costs	(105,000)	40,000	-138.1%
Totals	**$43,185,000**	**$44,417,000**	**2.9%**

Maintenance Management FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Support Maintenance	28.0	28.0	-
Facilities	91.0	93.0	2.0
MOW - Systems	72.0	72.0	-
MOW - Infrastructure	34.0	34.0	-
Totals	**225.0**	**227.0**	**2.0**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 43,185	$ (223)	$ -	$ -	$ 994	$ 60	$ 44,016	$ -	$ 402	$ 44,417

One-time expenses:
2023 Bargaining signing bonus

Other Increases:
Fuel Increases: $12k
Parts Increases: $23k
Other materials and services increases: $63k

2024 Additions:
Facilities Service employees 2 FTE for additional stop cleaning: $155k
Bus Charger Maintenance Contract and tech training: $275k
Move Non-Rev Fleet Fuel and Maint to Capital Services: -$25k

Communications & Marketing

Office of Communication
$4,279,000
16.5 FTE

The Communications and Marketing Office (CMO) maintains and strengthens the brand identity of the Utah Transit Authority, building internal and external trust in UTA with the ultimate goal of attracting customers and increasing awareness and understanding of the value of transit in our service area.
In fulfillment of our purpose, the CMO team delivers the following services:

- *Communications Strategy.* CMO Strategists guide and support the communications and marketing needs of all UTA departments and service units, providing communications strategy and support for events, campaigns, content, materials, tools, and related efforts.
- *Media Relations*. CMO consults with UTA leadership on media relations strategy and tactics, and interfaces with broadcast media representatives, building media relationships, reinforcing UTA's brand, and delivering official messages and responses to media inquiries.
- *Graphics and Design*. CMO sets and maintains graphic design standards for UTA's brand, providing guidance and graphics project/task support on visual materials that represent UTA to internal and external audiences.
- *Digital Media*. CMO manages UTA's presence and activity in the digital media sphere including social channels, advertising (including print advertising on UTA assets), marketing (including direct and experiential customer marketing), and other campaigns that strengthen UTA's brand and services.
- *Internal Communications*. CMO oversees agency communications to employees including designing and managing the UTA internal communications app, providing strategy and support for employee engagement, development, and success in alignment with UTA strategy.
- *Executive Communications*. CMO directly supports the communications and marketing needs of the UTA Board of Trustees, Executive Director, and other senior leaders for events, speeches, presentations, stakeholder relations, and other communications strategy and consultation.

2024 Communication Operating Budget Expenses by Division

Department	FY 2023 Budget	FY 2024 Budget	Change
Office of Communication & Marketing	$3,962,000	$4,279,000	$561,000
Totals	**$3,962,000**	**$4,279,000**	**$561,000**

2024 Communication Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$1,387,000	$1,607,000	15.9%
Fringe	613,000	775,000	26.4%
Services	1,025,000	1,008,000	-1.7%
Fuel/Power	-	1,000	0.0%
Utilities	4,000	5,000	25.0%
Other O&M	933,000	883,000	-5.4%
Totals	**$3,962,000**	**$4,279,000**	**8.0%**

2024 Communication FTE Summary

Department	FY 2023 Budget	FY 2024 Budget	Change
Office of Communication & Marketing	15.0	17.5	2.5
Totals	**15.0**	**17.5**	**2.5**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 3,962	$ -	$ -	$ -	$ 99	$ 68	$ 4,128	$ -	$ 150	$ 4,279

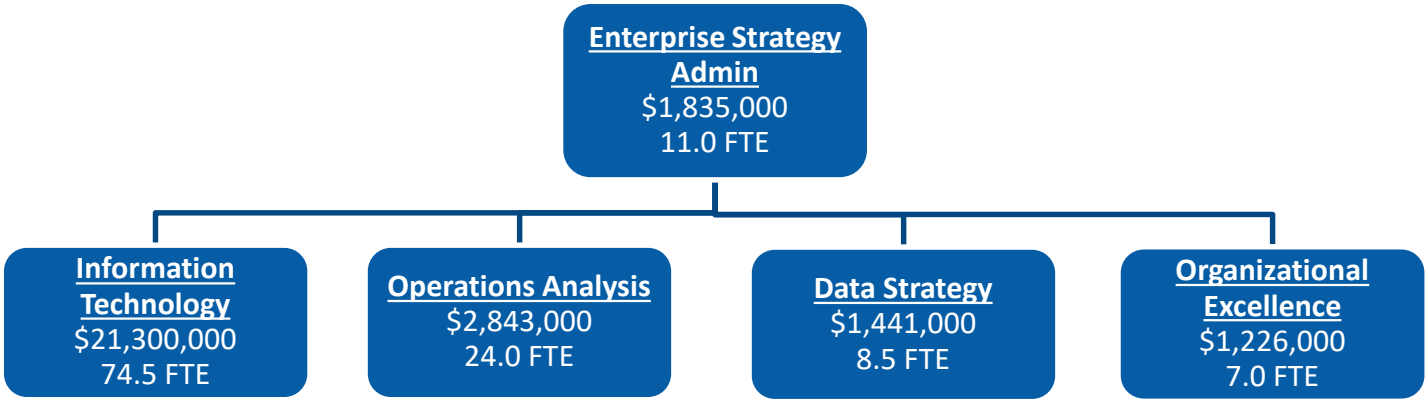
One-time expenses:
None

Staffing Changes:
None

Other Increases:
Inflation adjustments for contract services and other items

2024 Additions:
Communications Social Media Spec: $102k
Communications 0.5 FTE Graphics Specialist: $48k

Enterprise Strategy



This Office brings together an Enterprise-wide view of UTA's critical systems that drive Agency performance. UTA Enterprise Strategy office provides the following to make the UTA System work:

- *Information Technology:* Provides ongoing support for and improvements to applications, data network needs, telephone communication, on-board technologies, radio communication, passenger information, and administrative systems.
- *Operations Analysis & Solutions (OAS):* Focuses on two critical areas: Promoting a data-driven culture and improving client experience in using technology tools to meet day to day business needs.
- *Data Strategy:* Evaluates and implements processes (i.e., records management, etc.) and oversees our UTA Policies and Agency standard operating procedures and ensure support of our long-term Agency strategies and goals.
- *Organizational Excellence:* Oversees the design, development, and deployment of UTA's cultural initiatives and organizational development. Implements continuous improvement tools and concepts which support and align with UTA's goals and culture model - the UTA Way.

2024 Proposed Enterprise Strategy Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Enterprise Strategy	$1,165,000	$1,835,000	$670,000
IT Director	18,605,000	21,300,000	2,695,000
Ops Analysis	2,580,000	2,843,000	263,000
Data Strategy	1,408,000	1,441,000	33,000
Organizational Excellence	1,250,000	1,226,000	(24,000)
Totals	**$25,009,000**	**$28,645,000**	**$3,637,000**

2024 Proposed Enterprise Strategy Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$10,831,000	$11,413,000	5.4%
Fringe	4,483,000	4,884,000	8.9%
Services	7,629,000	9,800,000	28.5%
Fuel/Power	16,000	15,000	-6.3%
Utilities	909,000	1,281,000	40.9%
Parts	53,000	53,000	0.0%
Other O&M	1,089,000	1,200,000	10.2%
Totals	**$25,009,000**	**$28,645,000**	**14.5%**

Enterprise Strategy FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Enterprise Strategy	9.0	11.0	2.0
IT Director	73.5	74.5	1.0
Ops Analysis	23.0	24.0	1.0
Data Strategy	8.5	8.5	-
Organizational Excellence	8.0	7.0	(1.0)
Totals	**122.0**	**125.0**	**3.0**

Summary of budget changes:

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 25,009	$ (40)	$ 165	$ -	$ 776	$ 2,236	$ 28,145	$ -	$ 500	$ 28,645

One-time expenses:
Windows Server Migration: $0.1 million

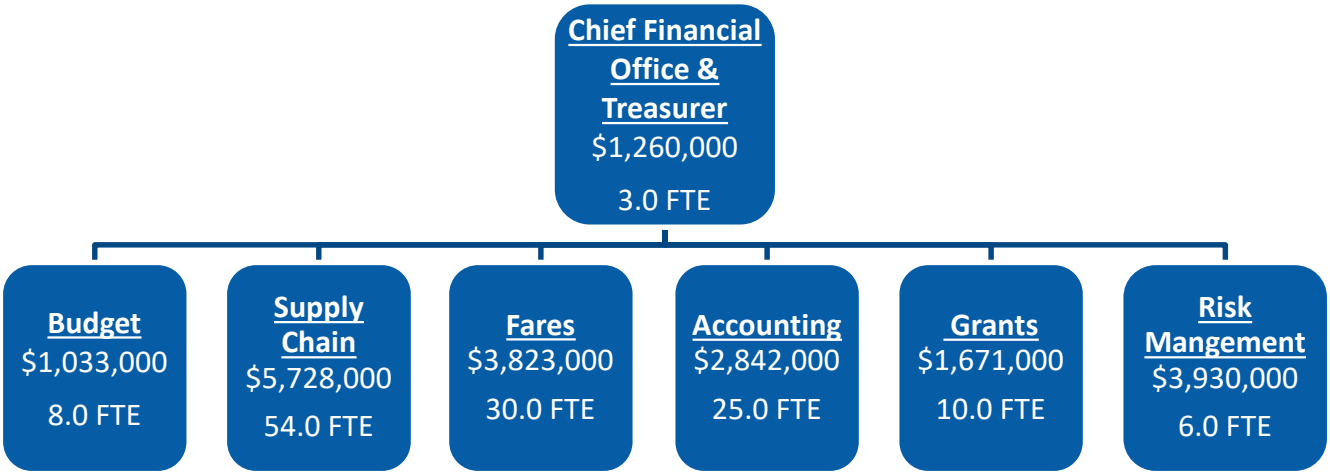
Staffing Changes:
Transfer in of Special Projects Director from COO

Other Increases:
Other materials and services increases: $0.8 million

Other:
Increased Contract Service Costs: $2.1 million
Other materials and services increases: $0.1 million

2024 Additions:
IT Systems Integrator 1.0 FTE: $140k
Transit App Detour module: $88k
Maint cost new Claims system: $75k
Ent Strat Change Mgt Contract Svcs: $100k

Finance Office



Finance ensures UTA practices efficient, sound financial and resource management practices and oversees financial controls necessary to support the enterprise. Finance plans, allocates, and manages UTA's financial resources, leads financial risk management/mitigation, audit management, revenue collection, corporate investments, financial contract relationships, and pension fund and debt management.

UTA Finance office provides the following to make the UTA System work:

- *Treasury.* Responsible for investment forecasting, planning, reporting, and analysis.
- *Budget and Financial Strategy.* Responsible for financial analysis, forecasting and planning, budget development, management, and monitoring/reporting on budget execution.
- *Supply Chain*. Supply Chain manages procurement, contracting, inventory, warranty claims, shipping & receiving, central warehouse operations and production control processes in support of TRAX, FrontRunner, and all administrative functions.
- *Fares*. Responsible for fare policy development, fare reporting and analysis, program administration of contract fares and all activities related to public fares including fare revenue collections and operations. Responsible for repairing, maintaining, and keeping all fare collection machines in proper working order and a state of good repair.
- *Accounting*. Manages payroll operations, accounts payable, accounts receivable, and financial reporting. Accounting is also the owner of the Enterprise Resource Planning system (ERP) – the financial system of record for the agency.
- *Grant Management.* Handles grant strategy, acquisition, management, and administration.
- *Risk Management*. Manages risk and exposure for the agency. The Department manages all UTA claims and insurance programs including property damage, workers compensation, Personal Injury Protection and oversees capital development project insurance programs.

2024 Proposed Finance Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Accounting	$2,096,000	$2,842,000	$746,000
Budget	529,000	1,033,000	504,000
Fares	3,642,000	3,823,000	181,000
Finance	598,000	1,260,000	662,000
Grants	1,637,000	1,671,000	34,000
Risk Management	3,507,000	3,930,000	423,000
Supply Chain	5,451,000	5,728,000	277,000
Totals	**$17,461,000**	**$20,287,000**	**$2,826,000**

2024 Proposed Finance Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$8,838,000	$10,261,000	16.1%
Fringe	4,218,000	4,923,000	16.7%
Services	1,045,000	1,602,000	53.3%
Fuel/Power	45,000	42,000	-6.7%
Utilities	86,000	77,000	-10.5%
Parts	278,000	169,000	-39.2%
Other O&M	3,433,000	4,019,000	17.1%
Capitalized Costs	(482,000)	(806,000)	67.2%
Totals	**$17,461,000**	**$20,287,000**	**16.2%**

Finance FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Accounting	17.0	25.0	8.0
Budget	4.0	8.0	4.0
Fares	30.0	30.0	-
Finance	3.0	3.0	-
Grants	10.0	10.0	-
Risk Management	6.0	6.0	-
Supply Chain	54.0	54.0	-
Totals	**124.0**	**136.0**	**12.0**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 17,461	$ (32)	$ 368	$ -	$ 636	$ 798	$ 19,231	$ -	$ 1,056	$ 20,287

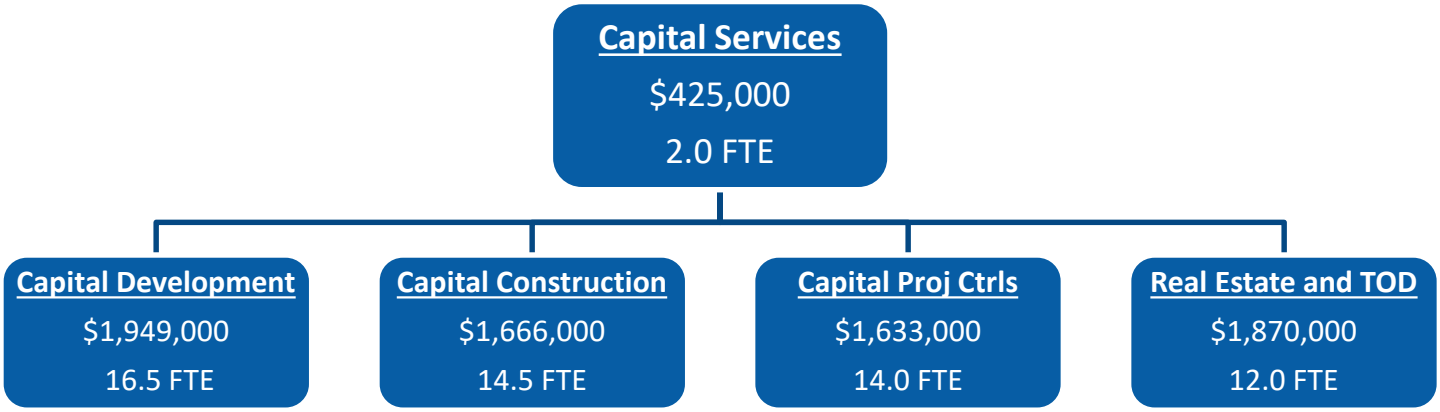
One-time expenses:
Bargaining Signing Bonus: $25k
Fares Contract Svcs: $6k

Staffing Changes:
Finance Office Administrator (annualized cost)
Upgrade of Treasury position from Admin to Asst Treasurer
Transfer of Capital Accounting staff to Finance from Capital Svcs

Other Increases:
Inflation adjustments for contract services and other items: $800k

2024 Additions:
Finance Ops/HR Budget Analyst: $131k
Finance Analyst: $148k
Liability/Contract Analyst: $162k
Accounting Payroll Mgr: $170k
Accounting 2 FTE A/P Coordinators: $150k
Capital Accountant (partially capitalized) $45k
ERP Requirements Evaluation and Documentation: $250k

Capital Services



This office oversees UTA's capital work focused on safety, state of good repair, regulatory and service expansion needs.

UTA Service Development provides the following to make the UTA System work:

- *Capital Development.* Work to transition projects from the visioning and local planning provided by the Planning Department to the project implementation phase.
- *Capital Construction.* Responsible for project design, design review, and project construction management.
- *Capital Project Controls*. Provide support for all departments on project controls/reporting, asset management, and environmental issues.
- *Real Estate and Transit Oriented Development.* Facilitates the acquisition, lease, management, disposition, and development of all UTA real property. Responsible for protecting UTA's real estate property portfolio while generating revenue and upholding UTA's principal objectives.

2024 Proposed Service Development Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Capital Construction	$2,394,000	$1,666,000	($728,000)
Capital Development	1,980,000	1,949,000	(31,000)
Capital Projects & Controls	2,131,000	1,633,000	(498,000)
Capital Services	492,000	425,000	(67,000)
Real Estate & TOD	1,773,000	1,870,000	97,000
Totals	**$8,771,000**	**$7,543,000**	**($1,228,000)**

2024 Proposed Service Development Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$5,803,000	$5,991,000	3.2%
Fringe	2,702,000	2,760,000	2.1%
Services	1,557,000	1,772,000	13.8%
Fuel/Power	18,000	47,000	161.1%
Utilities	20,000	98,000	390.0%
Parts	1,000	1,000	0.0%
Other O&M	900,000	503,000	-44.1%
Capitalized Costs	-2,230,000	-3,629,000	62.7%
Totals	**$8,771,000**	**$7,543,000**	**-14.0%**

Service Development FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Capital Construction	16.5	14.5	(2.0)
Capital Development	14.5	16.5	2.0
Capital Projects & Controls	17.0	14.0	(3.0)
Capital Services	2.0	2.0	-
Real Estate & TOD	12.0	12.0	-
Totals	**62.0**	**59.0**	**(3.0)**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 8,771	$ (514)	$ (226)	$ -	$ 431	$ (1,010)	$ 7,451	$ -	$ 91	$7,543

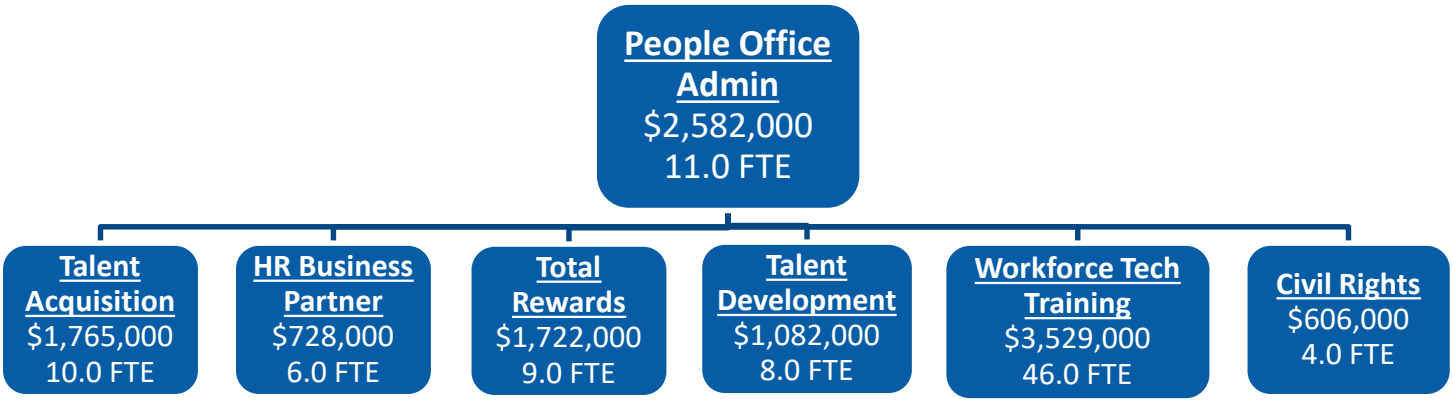
One-time expenses:
Contract Services: $255k
Transfer of computer maint costs to IT: $205k
New employee setup costs: $55k

Staffing Changes:
Transfer of Capital Account staff to Finance

Other Increases:
Other materials and services increases: $0.1 million
Revision of methodology charging labor to capital programs

2024 Additions:
Orchard Trail contributions: $20k
Transfer of Non-Rev Fleet Exp from other Depts: $71k

People Office



The People Office is focused on providing service to our employees through the entire employee life cycle from recruitment to retirement and ensures UTA's employees and leaders have what they need to succeed at accomplishing the Agencies objectives and goals.

UTA People Office provides the following to make the UTA System work:

- *Talent Acquisition.* In partnership with hiring officials, the team analyzes current & future staffing needs and identifies effective strategies for sourcing, recruiting, and onboarding.
- *HR Business Partners.* From daily HR transactions to long-term talent goals, HR & Labor Relations collaborates with employees and leaders to fulfil the people portion of UTA's business strategies, using deliberate talent management and deployment.
- *Total Rewards.* Manages and administers employee programs such as health & wellness, retirement, and leave administration.
- *Talent Development & Workforce Technical Training.* An internal resource to UTA providing technical, professional, regulatory/compliance training and leadership development that support the UTA Way.
- *Civil Rights.* Ensure UTA remains in compliance with all relevant civil rights laws, regulations, standards, and Executive Orders which prohibit discrimination or harassment of employees, applicants, or customers. This office also oversees UTA's ADA & DBE teams.
  - *Compensation/Analytics.* Embedded within the People Office are also a Compensation Analyst and Strategic Analyst who focus on use data, best practices, and benchmarking to ensure UTA has competitive and fair pay practices and use data to continuously improve compensation practices and impact across the Agency.

2024 Proposed People Office Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief People Officer	$2,286,000	$2,582,000	$296,000
Talent Acquisition	1,455,000	1,765,000	310,000
Talent Development	1,059,000	1,081,000	22,000
HR Business Partner	642,000	728,000	86,000
Workforce Technical Training	4,901,000	3,529,000	(1,372,000)
Civil Rights	628,000	606,000	(22,000)
Total Rewards	1,516,000	1,722,000	206,000
Totals	**$12,487,000**	**$12,013,000**	**($474,000)**

2024 Proposed People Office Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$5,925,000	$6,716,000	13.4%
Fringe	2,571,000	2,706,000	5.3%
Services	2,585,000	1,024,000	-60.4%
Fuel/Power	4,000	4,000	0.0%
Utilities	20,000	23,000	15.0%
Other O&M	1,383,000	1,541,000	11.4%
Totals	**$12,487,000**	**$12,013,000**	**-3.8%**

People FTE Summary: 2023 Budget and 2024 Proposed Budget

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief People Officer	10.0	11.0	1.0
HR Business Partner	5.0	6.0	1.0
Talent Development	7.0	8.0	1.0
Workforce Technical Training	42.0	46.0	4.0
Talent Acquisition	10.0	10.0	-
Total Rewards	8.0	9.0	1.0
Civil Rights	4.0	4.0	-
Totals	**86.0**	**94.0**	**8.0**
Trainees (included in totals)	22.0	27.0	5.0

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 12,487	$ (1,805)	$ 338	$ -	$ 400	$ 69	$ 11,489	$ -	$ 524	$ 12,013

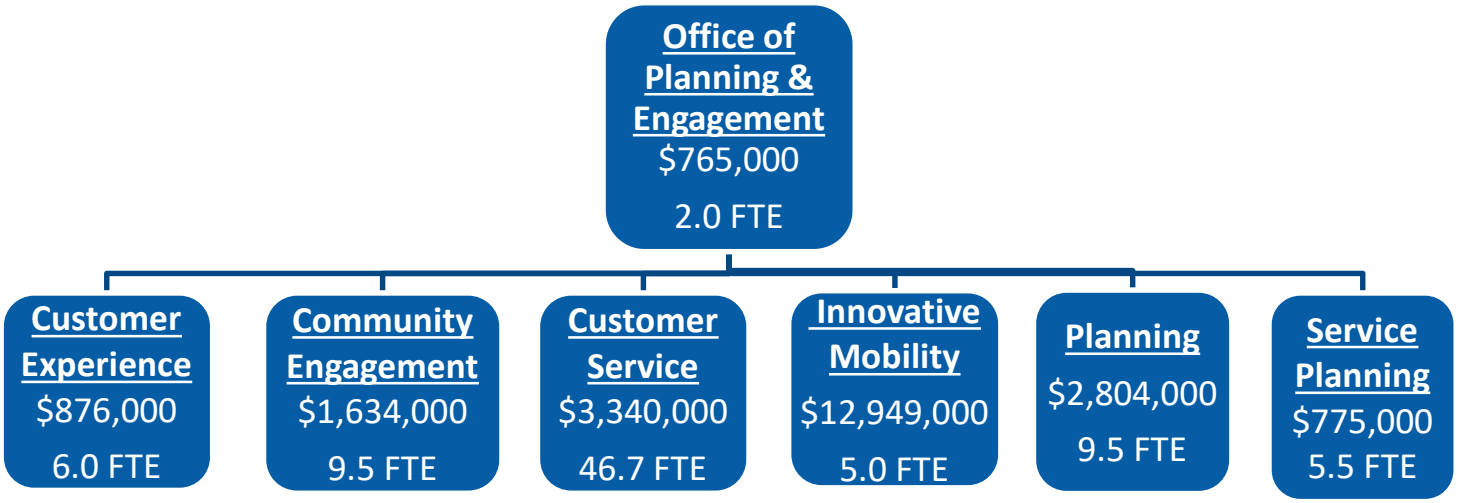
One-time expenses:
Xpan HR system implementation: $1.5 million
Workforce Planning Tool: $100k
Succession Planning: $117k
Training hardware: $60k
Other small items: $28k

Staffing Changes:
Strategic Analyst (annualized cost)
Transfer In 0.5 FTE from Security for Admin/Budget mgt

2024 Additions:
MOW Trainer: $125k
Data Entry Specialist: $79k
HR Specialist 0.5 FTE increase to full time: $31k
ESL Trainer 1.0 FTE
Recruitment marketing: $200k
Total Rewards temp help: $40k
Inclusion and Belonging consulting: $50k

Other Increases:
Other materials and services increases: $0.1 million

Planning & Engagement



The Office of Planning & Engagement supports UTA's planning and community engagement efforts focused on customer service, customer experience and providing innovative mobility solutions.
UTA Planning & Engagement provides the following to make the UTA System work:

- *Planning*. The Planning Department's role is to ensure that UTA is prepared to meet the needs of the future. This includes working with local governments, regional and state agencies to anticipate future growth and development and find the right transit solutions to meet those needs.
- *Service Planning*. This team analyzes and optimizes specific routes, and coordinates with Operations to determine the miles and hours added to each mode during change day.
- *Customer Service.* The Customer Service teams provide information about UTA services, receive and process customer feedback, provide rider information through the Gov Delivery system and social media outlets, sell UTA fare media and handle the lost and found items found on public transit. They are responsible to ensure that customers can maneuver throughout the service areas with confidence in UTA's service districts and service types.
- *Community Engagement.* This team serves as a trusted resource and a catalyst for effective partnerships with UTA's riders, key stakeholders, and community. Acts as a facilitator/access point for public hearings and community events/activities.
- *Customer Experience.* Evaluates UTA's system focused on the impact ease of the customer journey. Partners with service units to ensure consistency across the service area, optimizing customer experience.
- *Innovative Mobility.* Manages the On Demand program for UTA and identifies opportunities and tests new ideas that can improve transit service.

2024 Proposed Planning & Engagement Operating Budget Expenses by Department

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief Planning & Engagement	$709,000	$765,000	$56,000
Service Planning	863,000	775,000	-88,000
Planning	2,720,000	2,804,000	84,000
Community Engagement	1,494,000	1,634,000	140,000
Customer Experience	465,000	876,000	411,000
Customer Service	3,401,000	3,340,000	-61,000
Innovative Mobility	9,164,000	12,949,000	3,785,000
Totals	**$18,817,000**	**$23,144,000**	**$4,327,000**

2024 Proposed Planning & Engagement Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change
Wages	$4,849,000	$5,345,000	10.2%
Fringe	2,300,000	2,531,000	10.0%
Services	10,765,000	13,688,000	27.2%
Fuel/Power	315,000	445,000	41.3%
Utilities	25,000	23,000	-8.0%
Other O&M	581,000	1,150,000	97.9%
Capitalized Costs	-18,000	-38,000	111.1%
Totals	**$18,817,000**	**$23,144,000**	**23.0%**

Planning & Engagement FTE Summary

Department	FY 2023 Budget	FY 2024 Budget	Change
Chief Planning & Engagement	2.0	2.0	-
Service Planning	5.5	5.5	-
Planning	11.5	9.5	(2.0)
Community Engagement	9.5	9.5	-
Customer Experience	3.0	6.0	3.0
Customer Service	46.7	46.7	-
Innovative Mobility	3.0	5.0	2.0
Totals	**81.2**	**84.2**	**3.0**

Summary of budget changes

		2023 Additions		2024 Adjustments		2024 Budget			
2023 Budget	2023 One-Time Expenses	Staffing	Service	Wage and Fringe	Other	2024 Base	2023 Carry Forward	2024 Additions	2024 Budget Request
$ 18,817	$ (830)	$ 22	$ -	$ 388	$ 362	$ 18,759	$ 325	$ 4,060	$ 23,144

One-time expenses:
Planning project completions: $0.3 million
Ambassador program startup: $0.5 million

Staffing Changes:
Planner move from Capital Services (partial year adjustment)

Other Increases:
Other materials and services increases: $0.4 million

2023 Carry Forward:
On Board Survey: $325k

2024 Additions:
South Salt Lake County Microtransit increased service
2 FTE Planners: $260k

2024 Capital Budget and 5-Year Plan

UTA's $1.3 billion 5-Year Capital Plan:

Funds State of Good Repair projects that are consistent with UTA's Transit Asset Management Plan and keep the system operating safely. Over $800 million of this $1.3 billion investment is targeted to asset management or safety and security. These high priority investments in UTA's existing infrastructure, equipment, and rolling stock allows the needed maintenance and replacement are programmed to occur at the optimal time to control costs and keep the system in a state of good repair.

Funds expansion projects that are consistent with the regional long-range plan and UTA's future service needs. UTA is continually looking to invest, upgrade, and modernize the system including providing improved bus stops and end of line station additions. It also invests in UTA's facility infrastructure including completion of the Depot District bus maintenance facility, Mount Ogden Administration building expansion, Jordan River building remodel, and planning and concept development of alternatives for a new Central Headquarters building.

The Bipartisan Infrastructure Law passed in 2021 significantly increased federal transportation and transit funding. UTA has been active and has several large grants currently pending with FTA and plans to submit others as the Notice of Funding Opportunities (NOFO) are published. The plan also includes $117.0 million in secured funding from State and local partners and $445.6 million in UTA funding to demonstrate UTA's commitment and financial capacity to deliver these projects and enhance UTA's applications. The UTA funds will be reallocated and repurposed if the grant funds are not secured. UTA funds pooled with Federal, State, and Local partner funds are used to maximize resources and capacity.

Additionally, this plan funds major capacity improvement projects including the Ogden-Weber Bus Rapid Transit Line or Ogden Express (OGX), the Mid-Valley Connector bus rapid transit project, the Westside Express project, and others. This budget also provides funding for studies and seed money for projects across the system.

The 5-Year Capital Plan is fiscally constrained and focused on project delivery. The plan emphasizes the delivery of the capital projects and will focus on updating and standardizing processes and procedures to maximize available capital funds over the forecasted 5-year period. Regular reporting on schedule and budget will be done to ensure consistent project delivery, transparency, and accountability.

The following tables are developed with reference to the 5-Year Capital Plan documents produced by Project Controls in the Service Development Office. The capital revenue in this section is listed on an accrual-basis such that projects balance in each year of work. Note that the capital revenue listed in financials reconciling at the organization-wide level (including opening and closing cash balances) are listed on a cash-basis. This may result in some discrepancies for state funds received in the years prior to their actual usage.

2024 Capital Budget Project Summary

Reporting Group	2024 Total Budget	2024 Grants	2024 State & Local	2024 UTA & Lease	2024 Bonds
5310 Projects*	$6,278,000	$ 4,951,000	$ 1,127,000	$ 200,000	$ -
Capital Projects	62,408,000	19,729,000	26,176,000	16,503,000	-
Charging Infrastructure	1,141,000	-	910,000	231,000	-
Facilities	25,557,000	-	-	24,227,000	1,330,000
Information Technology	21,411,000	-	-	21,411,000	-
Infrastructure SGR Projects	50,202,000	22,800,000	56,000	27,346,000	-
Planning	1,950,000	920,000	289,000	741,000	-
Property/TOC	1,989,000	991,000	128,000	870,000	-
Revenue/Service Vehicles	48,835,000	8,545,000	1,910,000	33,380,000	5,000,000
Safety and Security	10,662,000	84,000	-	10,578,000	-
Grand Total	**$230,433,000**	**$58,020,000**	**$30,596,000**	**$135,487,000**	**$6,330,000**

*Subrecipients responsible for local match

2024 State of Good Repair Summary

Highlighted Projects	2024 Total Budget	2024 Grants & Lease	2024 UTA Funds	2024 Bonds
Infrastructure SGR Projects	**$45,679,000**	**$22,800,000**	**$ 22,879,000**	**$ -**
TPSS Component Replacement	16,000,000	12,800,000	3,200,000	-
Rail Switches & Trackwork Controls Rehab/Replacement	7,000,000	-	7,000,000	-
Rail Replacement Program	6,100,000	4,880,000	1,220,000	-
Train Control Rehab & Replacement	6,062,000	-	6,062,000	-
OCS Rehab/Replace	3,400,000	2,720,000	680,000	-
Fiber Rehab/Replacement	3,352,000	-	3,352,000	-
Grade Crossing Replacement Program	3,000,000	2,400,000	600,000	-
Bridge Rehabilitation & Maintenance	400,000	-	400,000	-
Ballast and Tie replacement	300,000	-	300,000	-
Other Infrastructure SGR Projects	65,000	-	65,000	-
Revenue/Service Vehicles	**$ 34,001,000**	**$ 5,000,000**	**$ 24,001,000**	**$ 5,000,000**
SD100/SD160 Light Rail Vehicle Replacement	10,000,000	5,000,000	-	5,000,000
Light Rail Vehicle Rehab	9,500,000	-	9,500,000	-
Paratransit Replacements	5,581,000	-	5,581,000	-
Commuter Rail Engine Overhaul	3,400,000	-	3,400,000	-
Van Pool Van Replacements	2,305,000	-	2,305,000	-
Other Revenue/Service Vehicles	3,215,000	-	3,215,000	-
Information Technology	**$ 12,894,000**	**$ -**	**$ 12,894,000**	**$ -**
ICI222- Fares Systems Replacement Program	12,141,000	-	12,141,000	-
Other	753,000	-	753,000	-
Facilities	**$ 11,387,000**	**$ -**	**$ 10,057,000**	**$ 1,330,000**
Jordan River #2 Remodel	5,500,000	-	5,500,000	-
Other	5,887,000	-	4,557,000	1,330,000
Safety and Security	**$ 8,105,000**	**$ -**	**$ 8,105,000**	**$ -**
Replacement Non-Revenue Support Vehicles	6,000,000	-	6,000,000	-
Other	2,105,000	-	2,105,000	-
Other	**$ 3,110,000**	**$ -**	**$ 3,110,000**	**$ -**
Grand Total	**$ 115,176,000**	**$ 27,800,000**	**$ 81,046,000**	**$ 6,330,000**

No State or Local funding is planned for the SGR projects scheduled in 2024.

2024 Major Project Summary

Non-SGR projects with the top 10 highest 2024 budgets:

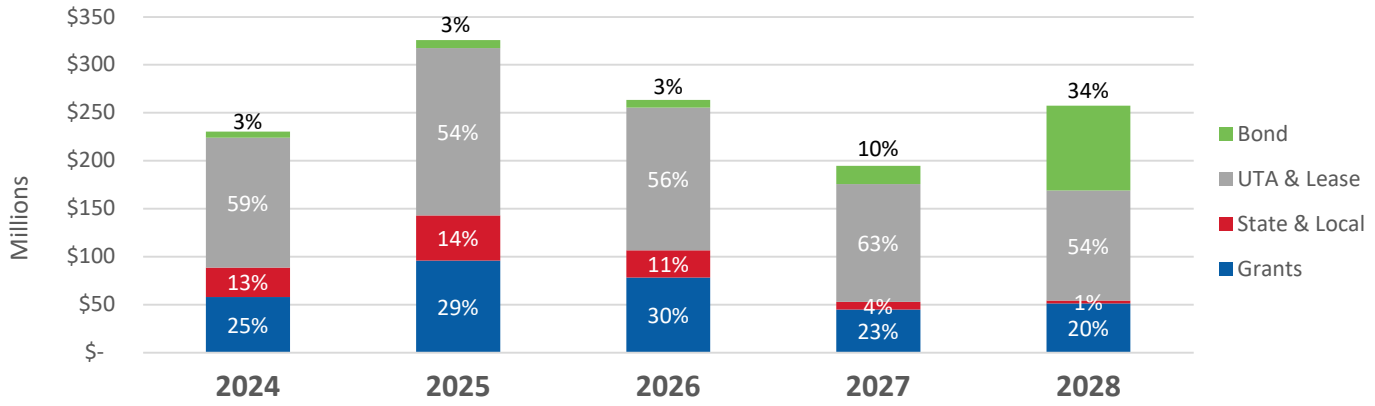
Highlighted Projects	2024 Total Budget	2024 Grants & Lease	2024 State & Local	2024 UTA Funds
Mid-Valley Connector	$10,000,000	$ -	$10,000,000	$ -
VW Battery Buses	7,391,000	3,268,000	625,000	3,498,000
Ogden/Weber State Uni BRT	5,600,000	4,935,000	140,000	525,000
HB322 Future Rail Car Purchase	5,000,000	-	-	5,000,000
Capital Contingency	5,000,000	-	-	5,000,000
New TRAX platform S Jordan	4,500,000	-	4,500,000	-
MOW Training Yard	4,245,000	-	-	4,245,000
S-Line Extension	4,000,000	-	4,000,000	-
Red Signal Enforcement	3,956,000	-	-	3,956,000
TOD Working Capital	3,554,000	8,203,000	19,265,000	22,224,000
Grand Total	**$53,246,000**	**$16,406,000**	**$38,530,000**	**$44,448,000**

No Bond funding is planned for the non-SGR projects scheduled in 2024.

5-Year Plan: 2024-2028

Year	Total Budget	Grants & Lease	State & Local	UTA Funds	Bonds
2024	$230,433,000	$58,020,000	$30,596,000	$135,487,000	$6,330,000
2025	325,959,000	95,903,000	47,028,000	174,673,000	8,355,000
2026	263,352,000	78,357,000	28,232,000	148,743,000	8,020,000
2027	194,589,000	44,832,000	8,185,000	122,622,000	18,950,000
2028	257,565,000	51,281,000	3,000,000	114,587,000	88,697,000
Grand Total	**$1,271,898,000**	**$328,393,000**	**$117,041,000**	**$696,112,000**	**$130,352,000**

Capital Revenues



Capital Sources & Uses

Sources	2024	2025	2026	2027	2028	Total	%
UTA Local	$108,253	$110,910	$95,864	$62,182	$68,417	$445,626	35%
Grants	58,020	95,903	78,357	44,832	51,281	328,393	26%
Lease	27,234	63,763	52,879	60,440	46,170	250,486	20%
Bond	6,330	8,355	8,020	18,950	88,697	130,352	10%
State	21,773	44,632	28,190	8,185	3,000	105,780	8%
Local Partner	8,823	2,396	42	-	-	11,261	1%
TOTAL (in $USD Thousands)	**$230,433**	**$325,959**	**$263,352**	**$194,589**	**$257,565**	**$1,271,898**	**100%**

Uses	2024	2025	2026	2027	2028	Total	%
LR Vehicle Replacement	$10,000	$36,000	$36,000	$37,900	$120,000	$239,900	19%
Replacement Buses	100	30,000	30,000	30,000	30,000	120,100	9%
Mid-Valley Connector	10,000	45,700	44,987	-	-	100,687	8%
Light Rail Vehicle Rehab	9,500	11,000	9,000	9,000	9,000	47,500	4%
Train Ctrl Rehab/Replace	6,062	10,900	9,467	9,900	10,400	46,729	4%
Revenue/Service Vehicles	29,235	26,233	21,606	17,379	17,609	112,062	9%
Capital Projects	52,408	67,656	38,742	25,367	16,625	200,798	16%
Infrastructure SGR Projects	44,140	28,134	23,959	20,300	21,448	137,981	11%
Facilities	25,557	32,077	21,454	25,051	9,964	114,103	9%
Information Technology	21,411	21,234	13,063	5,752	9,256	70,716	6%
Safety and Security	10,662	8,836	6,825	6,816	6,409	39,548	3%
5310 Projects	6,278	4,020	3,456	4,359	4,089	22,202	2%
Charging Infrastructure	1,141	2,889	3,943	2,065	2,065	12,103	1%
Planning	1,950	1,130	700	700	700	5,180	0%
Property/TOC	1,989	150	150	-	-	2,289	0%
TOTAL (in $USD Thousands)	**$230,433**	**$325,959**	**$263,352**	**$194,589**	**$257,565**	**$1,271,898**	**100%**

Major Capital Projects

SGR040	Light Rail Vehicle Rehab
Approved Budget 2023: $ 64,102,000	2024-2028 Budget Plan: $ 47,500,000
Total Estimated Lifetime Budget: N/A – Ongoing	



Summary: The project addresses the overhaul needs of the UTA's Light Rail Vehicle fleet and is an ongoing program. The project does not have a defined end until the vehicles are retired. Since we will always have LRV's, this project bucket will continue to be funded.

As of November 22, 2023, total project expenditure in 2023 is approximately $6,460,881.

Phase	% Complete	Scheduled Completion
Planning	100%	Complete
Environmental	N/A	N/A
Design	100%	Complete
Procurement	100%	Complete
Construction/Product Delivery	70%	12/2023
Testing & Revenue Service	70%	12/2023
Closeout	70%	12/2023

REV211	Replacement Buses
Approved Budget thru 2023: $ 31,562,000	2024-2028 Budget Plan: $ 120,100,000
Total Estimated Lifetime Budget: N/A – Ongoing	



Summary: The program is to replace the existing bus fleet. Being a program, the phases below are ongoing. Numbers represent only the 2023 projects.

2023 procurements are:

32– Gillig Diesel Transit buses: Delivered 11/23
6 – Gillig Diesel Commuter buses: Delivery 12/23
12 – Gillig CNG Transit buses: Deliver 12/23

As of November 22, 2023, total project expenditure in 2023 is approximately $16,350,853.

Phase	% Complete	Scheduled Completion
Planning	100%	Completed
Environmental	N/A	N/A
Design	100%	Completed
Procurement	100%	Completed
Construction/Product Delivery	70%	12/2023
Testing & Revenue Service	40%	12/2023
Closeout	10%	1/2024

Replacement Buses Project Details:

Replacement Year	EOL Age	Model Year Replacement	Total New Buses	Price Per Bus (Est)	Extended Cost	Year Total $
2023	14	2007	12	$ 650,638.15	$ 7,807,657.82	$ 30,480,352.58
2023	14	2009	25	$ 596,649.86	$ 14,916,246.56	
2023	14	2009	13	$ 596,649.86	$ 7,756,448.21	
2024	14	2010	36	$ 616,040.98	$ 22,177,475.38	$ 38,696,620.20
2024	12	2012	9	$ 616,040.98	$ 5,544,368.85	
2024	12	Expansion	10	$ 1,097,477.60	$ 10,974,775.98	
2025	18	2007	11	$ 636,062.31	$ 6,996,685.46	$ 42,725,359.73
2025	14	2011	27	$ 636,062.31	$ 17,173,682.50	
2025	14	2011	3	$ 636,062.31	$ 1,908,186.94	
2025	12	2013	24	$ 693,616.87	$ 16,646,804.82	
2026	14	2012	15	$ 1,169,972.85	$ 17,549,592.78	$ 50,800,064.92
2026	14	2012	15	$ 656,734.34	$ 9,851,015.10	
2026	12	Expansion	20	$ 1,169,972.85	$ 23,399,457.04	
2027	18	2009	5	$ 1,207,996.97	$ 6,039,984.85	$ 26,819,130.93
2027	14	2013	2	$ 1,207,996.97	$ 2,415,993.94	
2027	12	2015	23	$ 739,434.60	$ 17,006,995.73	
2027	14	2013	2	$ 678,078.21	$ 1,356,156.41	

REV238	SD100/SD160 Light Rail Vehicle Replacement
Approved YTD Budget thru 2023, less 2024 carryover: $ 100,000	2024-2028 Budget Plan: $ 239,900,000
Total Estimated Lifetime Budget: $240,000,000	



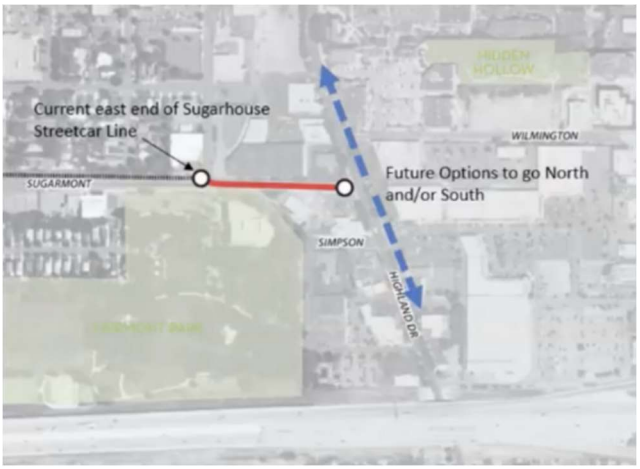
Summary: This project will replace the 23 of the SD100 light rail vehicles and 17 of the SD160 Light Rail vehicles. UTA has secured $60M in Federal funds to procure 20 of the 23 SD100 LRVs. Currently Capital Construction team is supporting Grants team with the application for replacement of remaining 3 SD100 and 17 SD160 LRVs.

As of November 22, 2023, total project expenditure in 2023 is $5,457.

Estimated project timeline is:
2023: Scope development and advertisement
2024: Finalize negotiations and issue Notice to Proceed. Vendor starts engineering and pre-production.
2025: Start production
2026: Continue production
2027: LRV's begin to arrive on site for commissioning.
2028: LRVs commissioned and released for Revenue service.

Phase	% Complete	Scheduled Completion
Planning	50%	December 2023
Environmental	N/A	N/A
Design	90%	Specification development
Procurement	0%	RFP in December 2023. NTP projected for July, 2024.
Construction/Product Delivery	0%	Pending grant approval. If awarded in 2023, 12/2028.
Closeout	0%	Pending grant approval. If awarded in 2023, 12/2029.

SGR385	Rail Rehab & Replacement
Approved YTD Budget thru 2023: $ 27,0170,000.	2024-2028 Budget Plan: $ 23,222,000
Total Estimated Lifetime Budget: N/A - Ongoing	



Summary: This project addresses the ongoing rehabilitation and replacement needs for the assets identified in the UTA TAM (Transit Asset Management) Plan to extend the useful life of rail infrastructure.

This project code is a culmination of several projects that are completed each year. Projects within this project code include rail replacement, ballast and tie replacement, rail turnout replacement, transit facility heavy civil repairs, tamping and other project related to transit infrastructure. Numbers below represent the 2023 projects.

As of November 30, 2023, total project expenditure in 2023 is approximately $9,210,599.00.

Phase	% Complete	Scheduled Completion
Planning	100%	Complete
Environmental	N/A	
Design	80%	12/2023
Procurement	N/A	Ongoing
Construction/Product Delivery	60%	12/2023
Testing & Revenue Service	N/A	12/2023
Closeout	N/A	12/2023

Project Details:

Rail Infrastructure

Year	Project Name	Rail Line	Mode	Funding Requested
2023	S-Curve	Red	Light Rail	$ 3,500,000
2023	5300/5400 Interlocking	Blue	Light Rail	
2023	Union Interlocking	Blue/Green	Light Rail	
2023	Freight Interlocking Curve Anchoring	Red	Light Rail	
2024	450 South Crossover	Red	Light Rail	$ 3,500,000
2024	Rice Interlocking	Red	Light Rail	
2024	Ballpark Interlocking and Paxton work	Blue	Light Rail	
2025	Yellowstone Interlocking	Blue	Light Rail	$ 4,000,000
2025	Cushing Interlocking	Blue	Light Rail	
2026	Beetdigger Interlocking	Blue	Light Rail	$ 4,000,000
2027	Health Interlocking	Red	Light Rail	$ 4,000,000
2027	Rice Interlocking	Red	Light Rail	

SGR397	Traction Power Rehab / Replacement
Approved Budget thru 2023: $ 35,132,000	2024-2028 Budget Plan: $20,300,000
Total Estimated Lifetime Budget: $55,432,000	



Summary:
SGR397 – TPSS Rehabilitation project seeks to upgrade the 19 original substations of the north/south and university line. This is a design-build project with an estimated duration of five years. The goal of this project is to extend the useful life of the traction power substations and improve revenue service reliability by:

- Replacing aging equipment nearing the end of its useful life
- Increasing power capacity of the system
- Adding remote monitoring capabilities to the substations

As of November 16, 2023, total project expenditure in 2023 is approximately $14,904,000

Phase	% Complete	Scheduled Completion
Planning	100%	Completed
Environmental	100%	Completed
Design	100%	Completed
Procurement	48%	March 2025
Construction/Product Delivery	72%	3/14/2025
Testing & Revenue Service	40%	5/16/2025
Closeout	0%	8/12/2025

SGR403	Train Control Rehab - Replacement
Approved Budget thru 2023: $12,983,000	2024-2028 Budget Plan: $46,729,000
Total Estimated Lifetime Budget: $59,712,000	

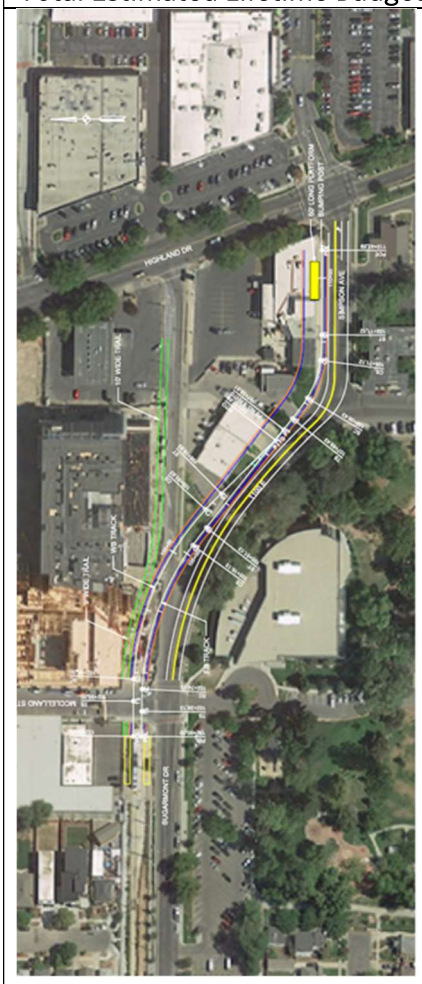


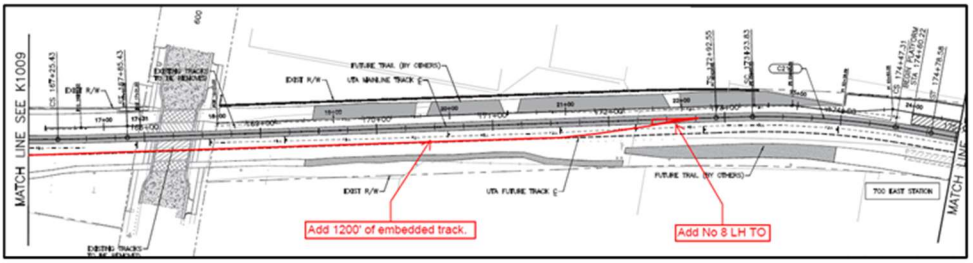
Summary: This project code consists of several Train Control rehabilitation and modernization projects. These projects include safety upgrades, grade crossing timing modifications, remote time of day timer modernization, time synchronization for wayside devices, bar signal maintenance, powering up of interlockings, bi-directional signaling, PTC upgrades, back office maintenance and control upgrades, elimination of unindicated territory, elimination of obsolete equipment, and various other repair, troubleshooting, and modernization projects. This is an ongoing project.

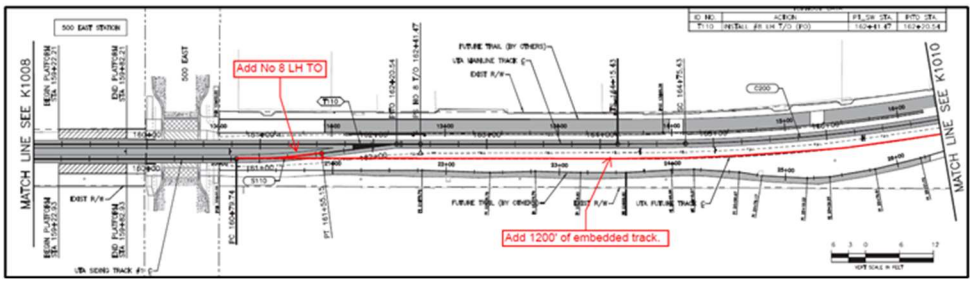
As of November 16, 2023, total project expenditure in 2023 is approximately $1,676,000

Phase	% Complete	Scheduled Completion
Planning	Ongoing	Ongoing
Environmental	As needed	N/A
Design	Ongoing	Ongoing
Procurement	Completed	Completed
Construction/Product Delivery	Ongoing	Ongoing
Testing & Revenue Service	Ongoing	Ongoing
Closeout	Ongoing	Ongoing

MSP259	S-Line Extension Project
Approved Budget thru 2023, less 2024 carryover: $2,254,000	2024-2028 Budget Plan: $ 15,746,000
Total Estimated Lifetime Budget: $18,000,000	





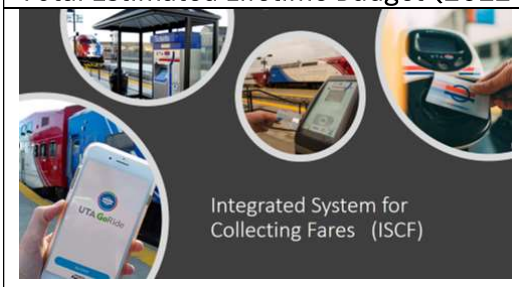


Summary: The project proposes to extend UTA's Streetcar S-Line from its existing eastern terminus at Sugarmont Drive and McClelland St to reach Highland Drive. In order to do this extension project and keep the 15-minute service UTA also needs to double track the S-line between 500 and 700 East. UTA has drafted an environmental document based on the LPA that will be completed in early 2024. UTA will procure a designer and construction contractor. The State has allocated $12 million in funding, UTA has committed up to $6 million to the project, if needed. Salt Lake City has submitted a $10M TTIF Application for the project which would allow the project to procure an additional Light Rail Vehicle to support operations reliability. The costs of the Light Rail Vehicle are not included in the budgets on this sheet.

https://www.rideuta.com/Current-Projects/S-Line-Extension-Project

Phase	% Complete	Scheduled Completion
Planning	100	Summer 2022
Environmental	95	Early 2024
Design	10	Spring 2024
Procurement	0	Early 2024
Construction/Product Delivery	0	Summer 2025
Testing & Revenue Service	0	Summer 2025
Closeout	0	Fall 2025

ICI222	Integrated System for Collecting Fares
Approved Budget thru 2023: $ 7,146,000	2024-2028 Budget Plan: $ 30,761,000
Total Estimated Lifetime Budget (2022 thru 2028): $37,907,000	



Summary: Today, UTA's ticket vending machines, mobile ticketing app (GoRide), and Electronic Fare Collection (EFC) systems are separate, independent, standalone fare systems. Further, these systems have neared or exceeded their useful life. Influenced by the recommendations from the Clevor Consulting group, **UTA intends to procure a new integrated, vendor-hosted, account-based, electronic fare collection (EFC) system**. Note that the replacement of bus fareboxes is not in scope.

2022	*$*	*100,000*

CapEx (40-2222.65000.5006)	
Year	(06/30/23) Revised CapEx
2023	$ 7,187,898
2024	$ 12,138,460
2025	$ 4,996,468
2026	$ 5,269,147
2027	$ 2,014,447
2028	$ 6,341,257
2029	
2030	
2031	
Total	$ 37,947,677
Total	**$ 38,047,677**

We will realize the following benefits with this new integrated fare system:

- Riders will be able to purchase and reload FAREPAY cards at the ticket vending machines on the rail platforms instead of having to go find a participating retail merchant location to purchase a card.
- Riders will be able to use their mobile smartphones as tokens to prepaid, reloadable, closed-loop, back-office accounts. This will eliminate the need for a mobile ticketing application (mobile tickets will phase out).
- The system will comply with PCI security standards and will support open payments. Riders will be able to use bank-issued cards to pay their fares.
- All end-of-life hardware devices will be replaced with new, supportable devices.

The ISCF program is a multi-phased, multi-year program that will oversee at least ten projects.

Phase	% Complete	Scheduled Completion
Procurement	100%	Vendor NTP - May 2023
Planning	100%	Q2 2023
Environmental	N/A	N/A
Design	25%	Phase 1 (TVMs) – Q4 2023 - **Completed** Phase 2 (Validators) – Q2 2024 Phase 3 (Back-office) – Q4 2024 Phase 4 (Fare Editor) – Q1 2025
Construction/Product Delivery	0%	Phase 1 (TVMs) – Q3 2024 Phase 2 (Validators) – Q4 2024 Phase 3 (Back-office) – Q3 2025 Phase 4 (Fare Editor) – Q3 2026
Final System Acceptance / Beginning of Multi-year SLA Period	0%	Q4 2026

MSP253	Mid-Valley Connector (MVX)
Approved Budget thru 2023, less 2024 carryover: $ 6,025,000	2024-2027 Budget Plan: $ 100,687,000
Total Estimated Lifetime Budget: $106,712,000	



Summary: Bus Rapid Transit (BRT) connecting the Murray Central Station, Salt Lake Community College, and West Valley Central Station. The project includes 1.4 miles of dedicated bus lanes, transit signal priority, and unique branding for vehicles and stations.

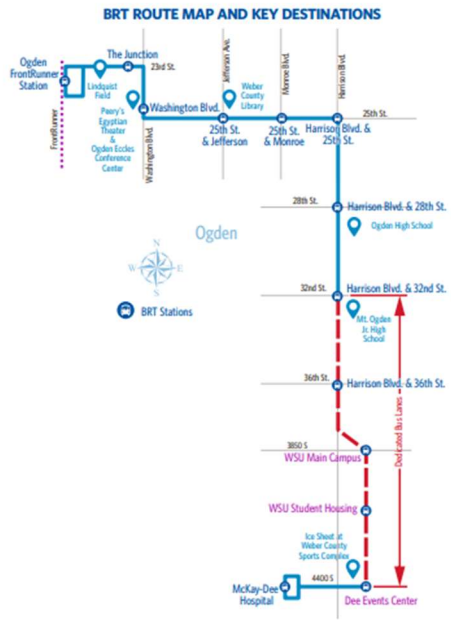
The project is 7 miles long and will operate as free fare for the first 5 years of service.

As of November 15, 2023, total project expenditure in 2023 is approximately $3,429,000

http://midvalleyconnector.com/

Phase	% Complete	Scheduled Completion
Environmental	100%	
Design	100%	
Procurement	75%	Spring 2024
Construction/Product Delivery		December 2026
Closeout		12/30/2027

MSP185	Ogden-WSU BRT / Weber Intermodal
Approved Budget thru 2023, less 2024 carryover: $114,400,000	2024-2028 Budget Plan: $ 5,600,000
Total Estimated Lifetime Budget: $120,000,000	



Summary: The Ogden-WSU BRT (Ogden Express – OGX) corridor is about 5.3 miles long (10.6 miles round trip), with a western terminus at the Ogden Intermodal Transit Center and eastern terminus at McKay-Dee Hospital. There are 1.8 miles of exclusive lanes and 22 level boarding stations. UTA has acquired 11 electric vehicles to operate the BRT system. The current operational plan is to operate with 10-minute headways from 8:00 a.m. to 5:00 p.m. To accommodate the expanded bus fleet, the project also includes the expansion of the Mount Ogden Maintenance Facility which as completed in 2022. Approximately the BRT has 8,000 riders per day and the campus shuttle has an additional 8000 per day when operating. The BRT project construction was completed and open for operations on August 19, 2023.

As of November 15, 2023, total project lifetime expenditure is approximately $108,820,635

https://www.rideuta.com/About-UTA/Current-Projects/Ogden-Express-OGX

Phase	% Complete	Scheduled Completion
Planning	100	
Environmental	100	
Design	100	
Procurement	90	Spring 2024
Construction/Product Delivery	100	
Closeout	0	12/30/2024

Measuring the State of Good Repair (SGR)

On July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP21) amended Federal transit law to require the Federal Transit Administration (FTA) to develop a rule establishing a national Transit Asset Management (TAM) System. FTA has defined transit asset management as a strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively through their entire life cycle.

Published in July 2016, the rule:

- Defines "State of Good Repair"
- Requires grantees to develop a Transit Asset Management (TAM) plan
- Establishes standard state of good repair performance measures
- Requires grantees to set state of good repair performance targets based on those measures
- Establishes annual reports requirements to the National Transit Database (NTD)
- Requires FTA to provide technical assistance

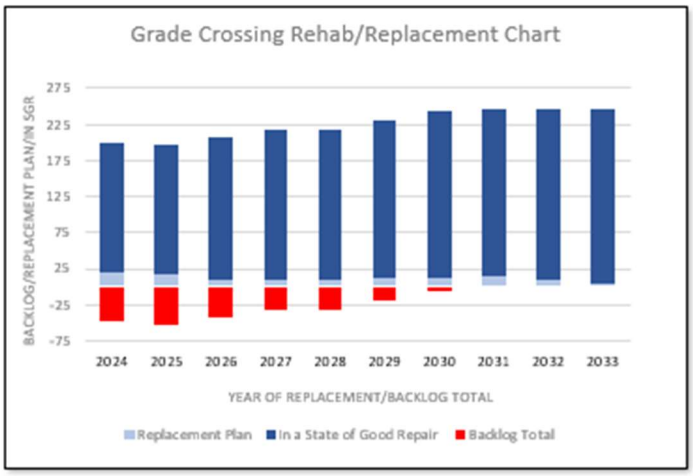
More specifically, the rule requires FTA grantees to develop asset management plans for their public transportation assets that should include vehicles, facilities, equipment, and support infrastructure.

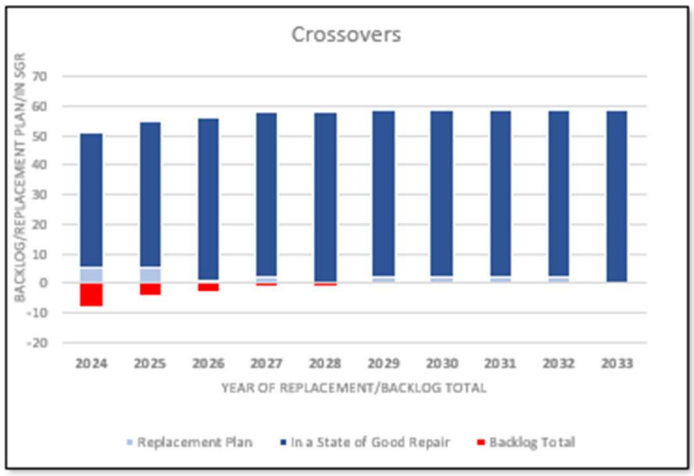
UTA staff participated in the development of TAM and contributed to the Transit Asset Management Systems Handbook[2]. Using the guiding principles and TAM framework, UTA implemented an integrated program of preventive maintenance, capital repairs, and asset replacement to achieve the lowest life cycle costs and keep the system in a state of good repair.

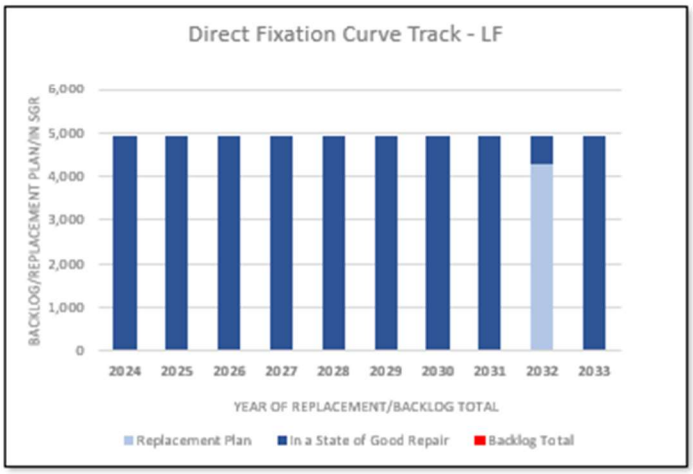
The metrics on the following pages provide information about the number of assets in each asset class, assets operating within their useful life by year, the annual workplan, and the effect of the annual work plan has on the number of assets operating in a state of good repair.

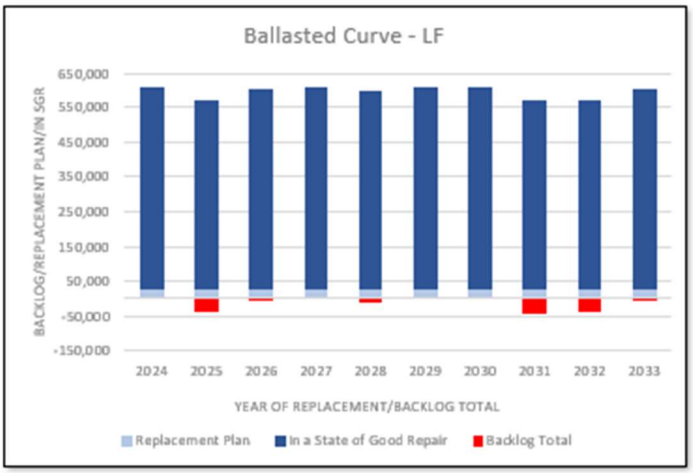
[2] Transit Asset Management Systems Handbook: Focusing on the Management of Our Transit Investments (dot.gov)

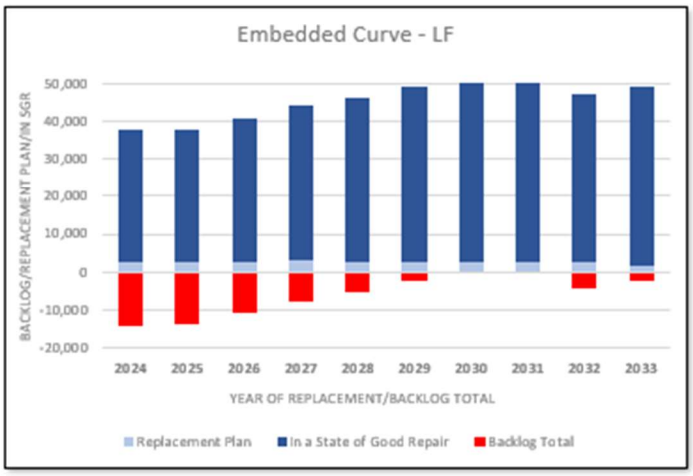
Track and Structures

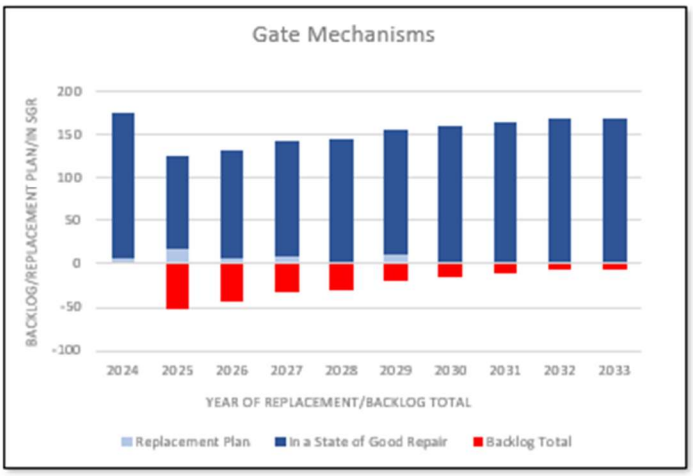




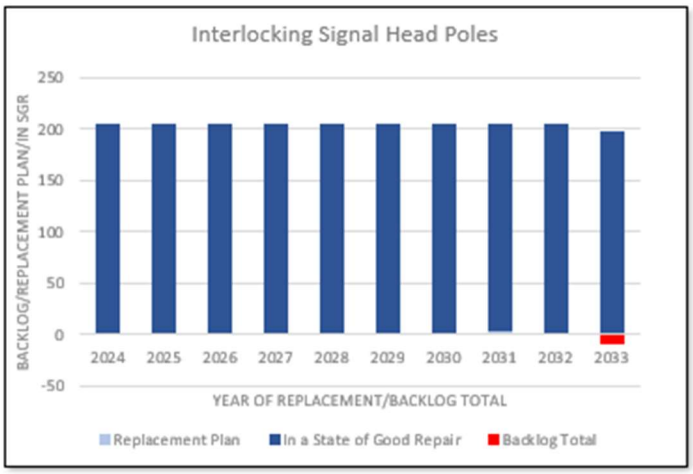


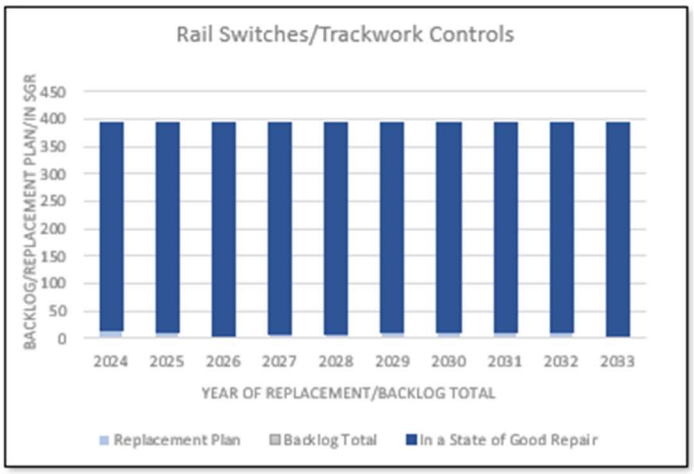


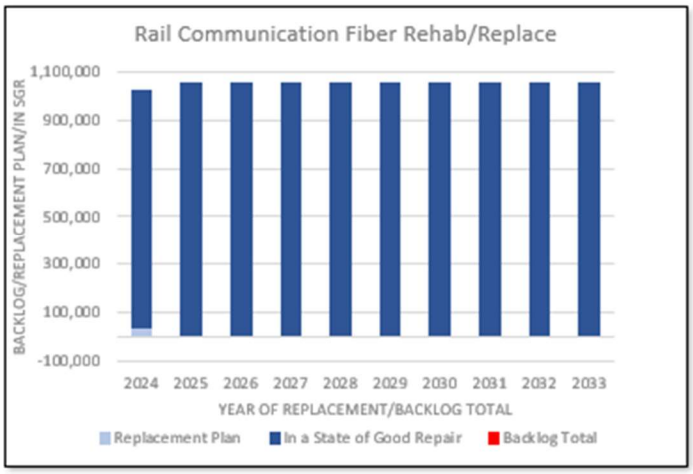




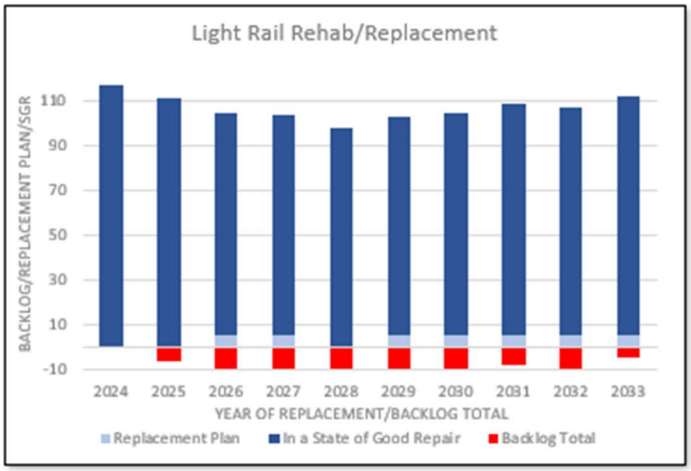
Track & Structures (Continued)

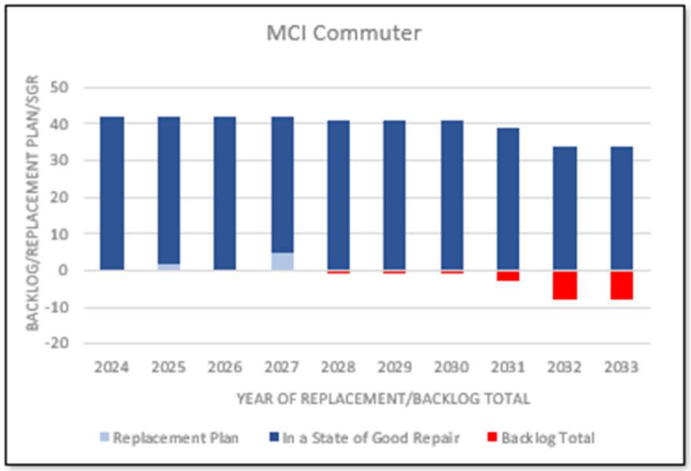


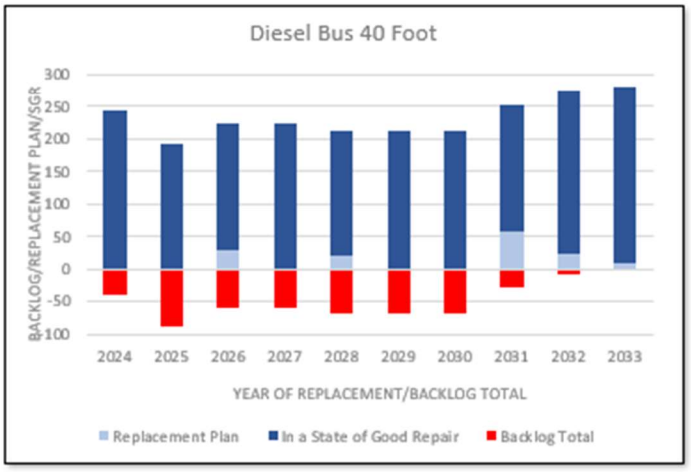


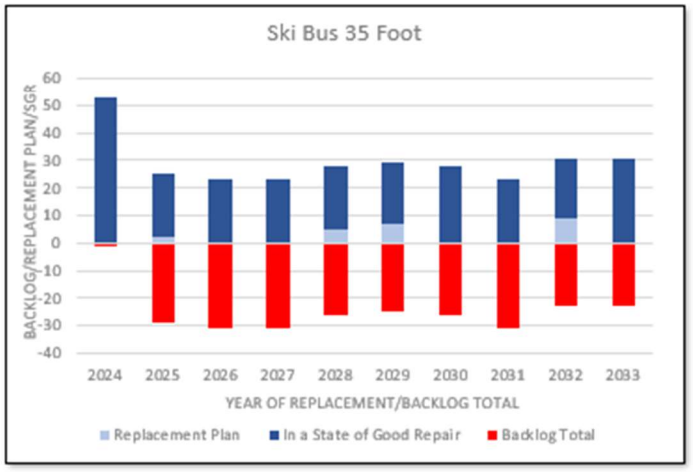


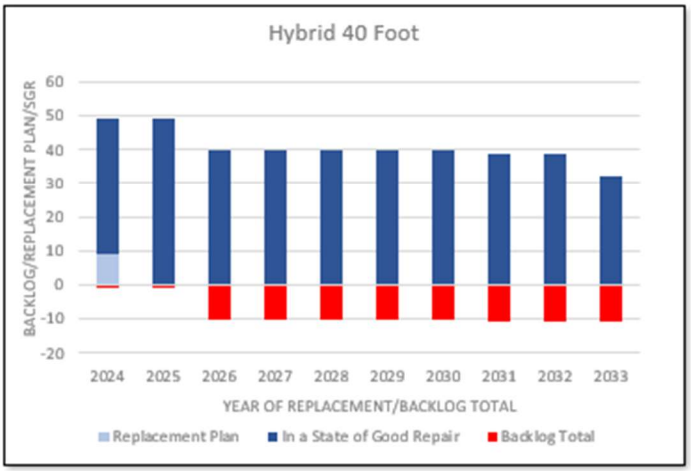
Revenue Fleet

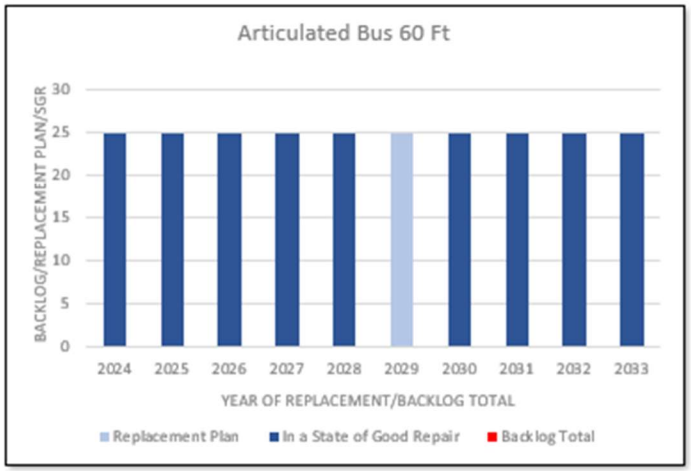




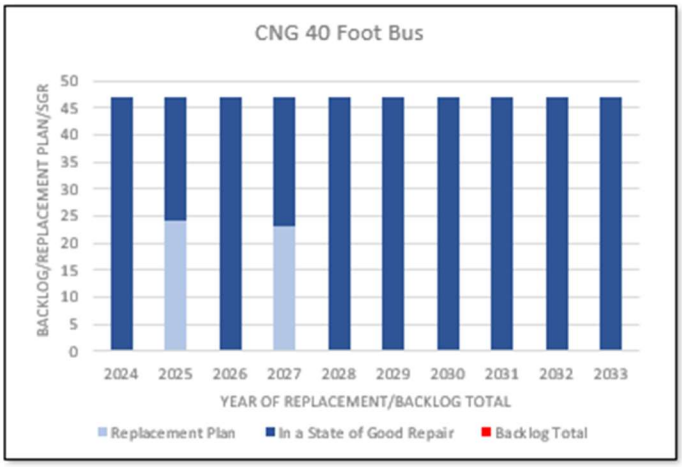


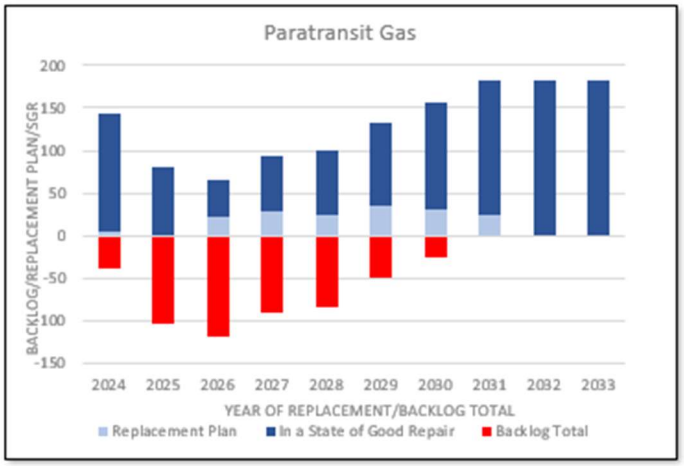


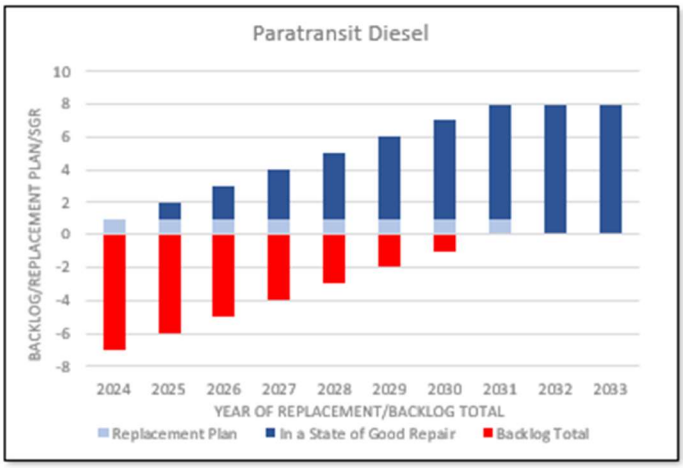


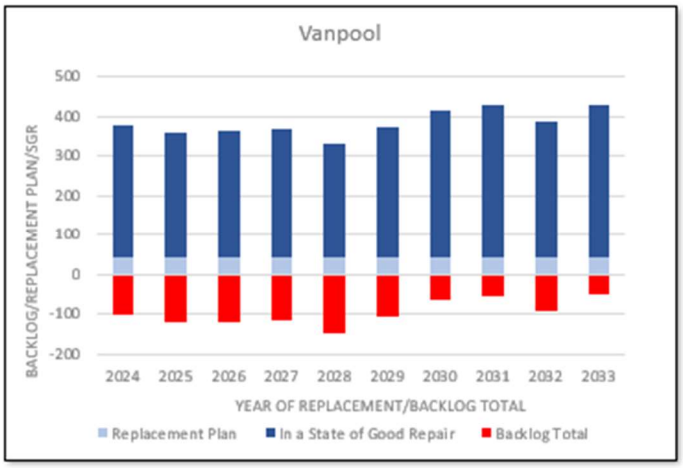


Revenue Fleet (Continued)

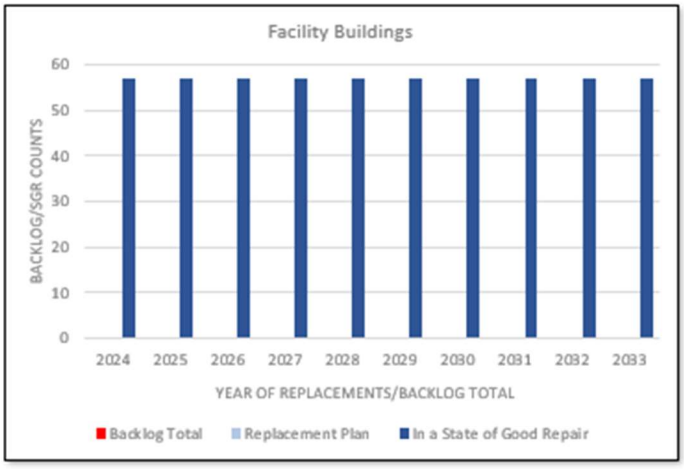


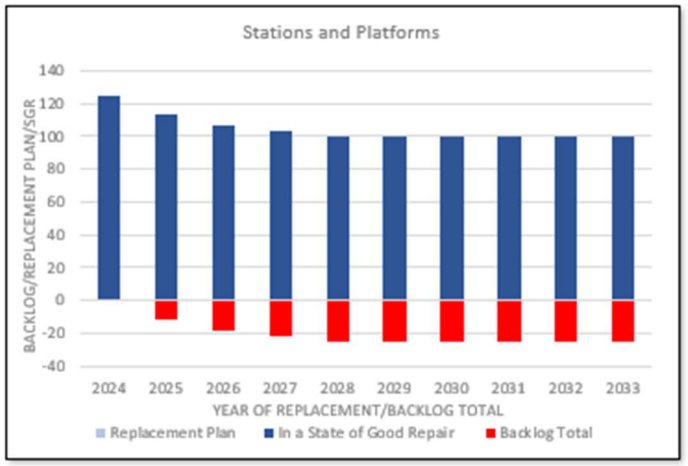


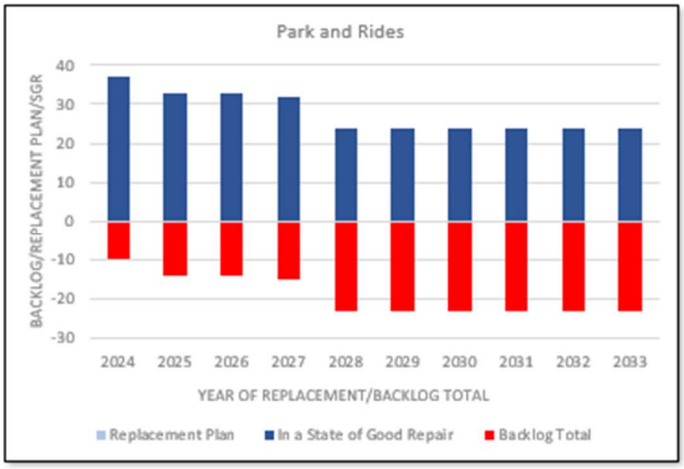


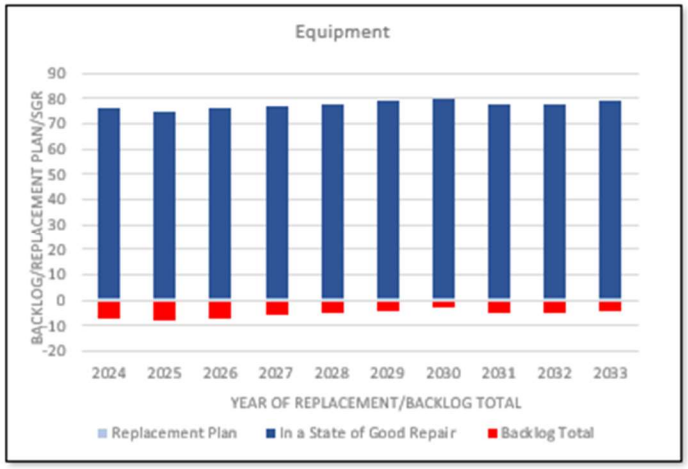


Facilities

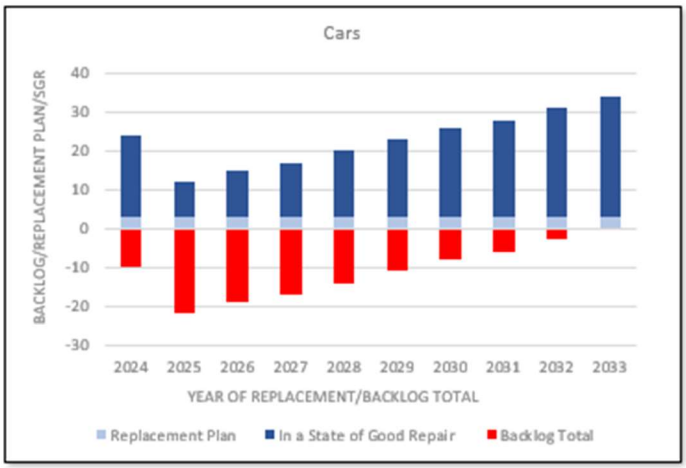

Facility Buildings
BACKLOG/SGR COUNTS
60
50
40
30
20
10
0
2024 2025 2026 2027 2028 2029 2030 2031 2032 2033
YEAR OF REPLACEMENTS/BACKLOG TOTAL
Backlog Total
Replacement Plan
In a State of Good Repair

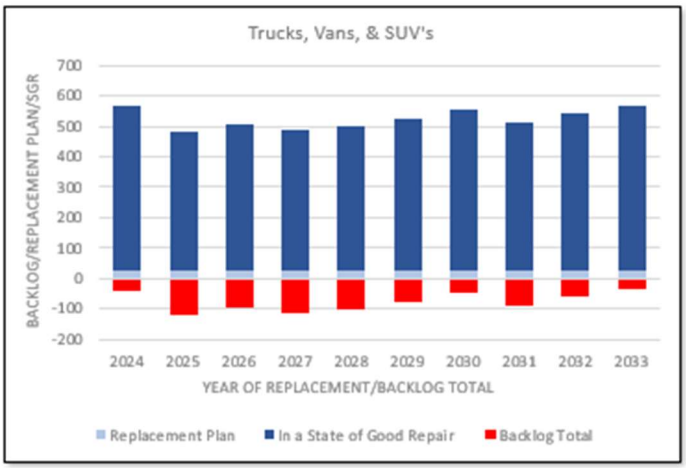

Stations and Platforms
BACKLOG/REPLACEMENT PLAN/SGR
140
120
100
80
60
40
20
0
-20
-40
2024 2025 2026 2027 2028 2029 2030 2031 2032 2033
YEAR OF REPLACEMENT/BACKLOG TOTAL
Replacement Plan
In a State of Good Repair
Backlog Total

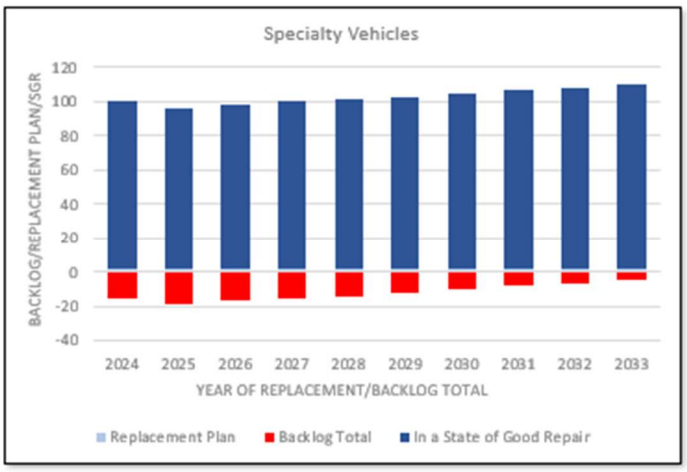

Park and Rides
BACKLOG/REPLACEMENT PLAN/SGR
40
30
20
10
0
-10
-20
-30
2024 2025 2026 2027 2028 2029 2030 2031 2032 2033
YEAR OF REPLACEMENT/BACKLOG TOTAL
Replacement Plan
In a State of Good Repair
Backlog Total


Equipment
BACKLOG/REPLACEMENT PLAN/SGR
90
80
70
60
50
40
30
20
10
0
-10
-20
2024 2025 2026 2027 2028 2029 2030 2031 2032 2033
YEAR OF REPLACEMENT/BACKLOG TOTAL
Replacement Plan
In a State of Good Repair
Backlog Total

Non-Revenue Fleet







Debt

UTA does not use short-term debt to bridge the gap between the timing of expenditures and the receipt of revenues. The current 5-year Capital Plan does forecast additional bonds being issued in 2025 and 2028. All these bonds have been executed under the General Indenture of Trust created in 2002.

Capacity

If UTA issued General Obligation Bonds, according to Utah State law, the amount of debt issued by UTA cannot exceed 3% of the fair market valuation of property located within the regional transit authority's district. UTA does not issue General Obligation Bonds as a Transit District in the State of Utah.

UTA issues Sales Tax Revenue Bonds, which do not have any statutory limits as to legal debt limitations. Sales Tax Revenue Bonds are constrained by UTA's ability to repay the principal and interest amounts annually with Sales Tax revenues. An important metric of UTA's financial health is the amount of pledged sales taxes annually in relation to the debt service due in the given year, or debt service coverage ratio.

Debt Service Coverage Ratio (DSCR)	Policy Minimum DSCR Requirements	Lowest DSCR Forecasted	Year of Lowest
Senior Lien	2.0x	4.09x	2024
Subordinate Lien	1.5x	5.36x	2040

UTA's net debt service coverage ratio is expected to be at its lowest rate of 2.83 in 2024 and is projected to increase steadily over the life of the existing debt portfolio. Adherence to other minimum debt service coverage ratios specific to the lien are detailed on the table below.

Year	Projected Pledged Sales Taxes	Senior Lien Debt Payments	Senior Lien Projected Debt Service Coverage Ratio	Sub. Lien Debt Payments	Sub. Lien Projected Debt Service Coverage Ratio	Total Debt Payments	Total Projected Debt Service Coverage Ratio
2024	425,270,224	104,045,687	4.09	46,446,219	9.16	150,491,906	2.83
2025	446,671,589	105,978,989	4.21	46,447,174	9.62	152,426,163	2.93
2026	468,072,958	105,981,667	4.42	46,451,771	10.08	152,433,438	3.07
2027	489,474,333	101,946,084	4.80	56,198,041	8.71	158,144,125	3.10
2028	510,875,711	101,941,964	5.01	56,188,017	9.09	158,129,981	3.23
2029	530,850,951	104,906,327	5.06	62,439,403	8.50	167,345,730	3.17
2030	551,607,224	102,048,307	5.41	62,415,895	8.84	164,464,202	3.35
2031	573,175,066	102,055,492	5.62	62,439,893	9.18	164,495,385	3.48
2032	595,586,211	101,802,153	5.85	62,439,607	9.54	164,241,760	3.63
2033	618,873,632	124,060,994	4.99	40,077,991	15.44	164,138,985	3.77
2034	643,071,591	124,064,926	5.18	40,080,199	16.04	164,145,125	3.92
2035	668,215,690	124,062,891	5.39	40,078,514	16.67	164,141,405	4.07
2036	694,342,924	127,429,814	5.45	34,962,723	19.86	162,392,537	4.28
2037	721,491,732	125,833,888	5.73	36,563,777	19.73	162,397,665	4.44
2038	749,702,059	123,415,219	6.07	38,980,308	19.23	162,395,527	4.62
2039	779,015,409	99,960,375	7.79	62,436,883	12.48	162,397,258	4.80
2040	809,474,912	11,657,724	69.44	150,946,856	5.36	162,604,580	4.98
2041	841,125,381	79,316,687	10.60	66,369,476	12.67	145,686,163	5.77
2042	874,013,383	122,206,633	7.15	23,475,140	37.23	145,681,773	6.00
2043	908,187,307	4,445,000	204.32			4,445,000	204.32
2044	943,697,430	4,439,300	212.58			4,439,300	212.58

UTA's 2024-2028 Transit Financial Plan (TFP) does call for debt in 2025 and 2028, which is debt associated with light rail vehicle replacements and the Mount Ogden Administration Building.

Performance and ratings

UTA's financing performance is evaluated by the agency's credit rating and adherence to debt service coverage ratios and other financial policies. The agency's current bond ratings are as follows:

Moody's Investors Service

Senior Lien

Aa2

OUTLOOK: Stable
DATE: September 2023

Rating Report
Ratings History

Subordinate Lien

Aa3

OUTLOOK: Stable
DATE: March 2023

Rating Report
Ratings History

Analyst

Marcia Van Wagner
(212) 553-2952
marcia.vanwagner@moodys.com

Analyst

Kenneth Kurtz
(415) 274-1737
kenneth.kurtz@moodys.com

S&P Global Ratings

Subordinate Lien

AA

OUTLOOK: Stable
DATE: March 2023

Rating Report

Senior Lien

AA+

OUTLOOK: Positive
DATE: September 2023

Rating Report
Ratings History

Analyst

Jennifer Hansen
(415) 371-5035
jen.hansen@spglobal.com

Analyst

Andrew Bredeson
(303) 721-4825
andrew.bredeson@spglobal.com

Fitch Ratings

Senior Lien

AA

OUTLOOK: Stable
DATE: September 2023

Rating Report
Ratings History

Subordinate Lien

AA

OUTLOOK: Stable
DATE: October 2021

Rating Report

Analyst

Laura Porter
(212) 908-0500

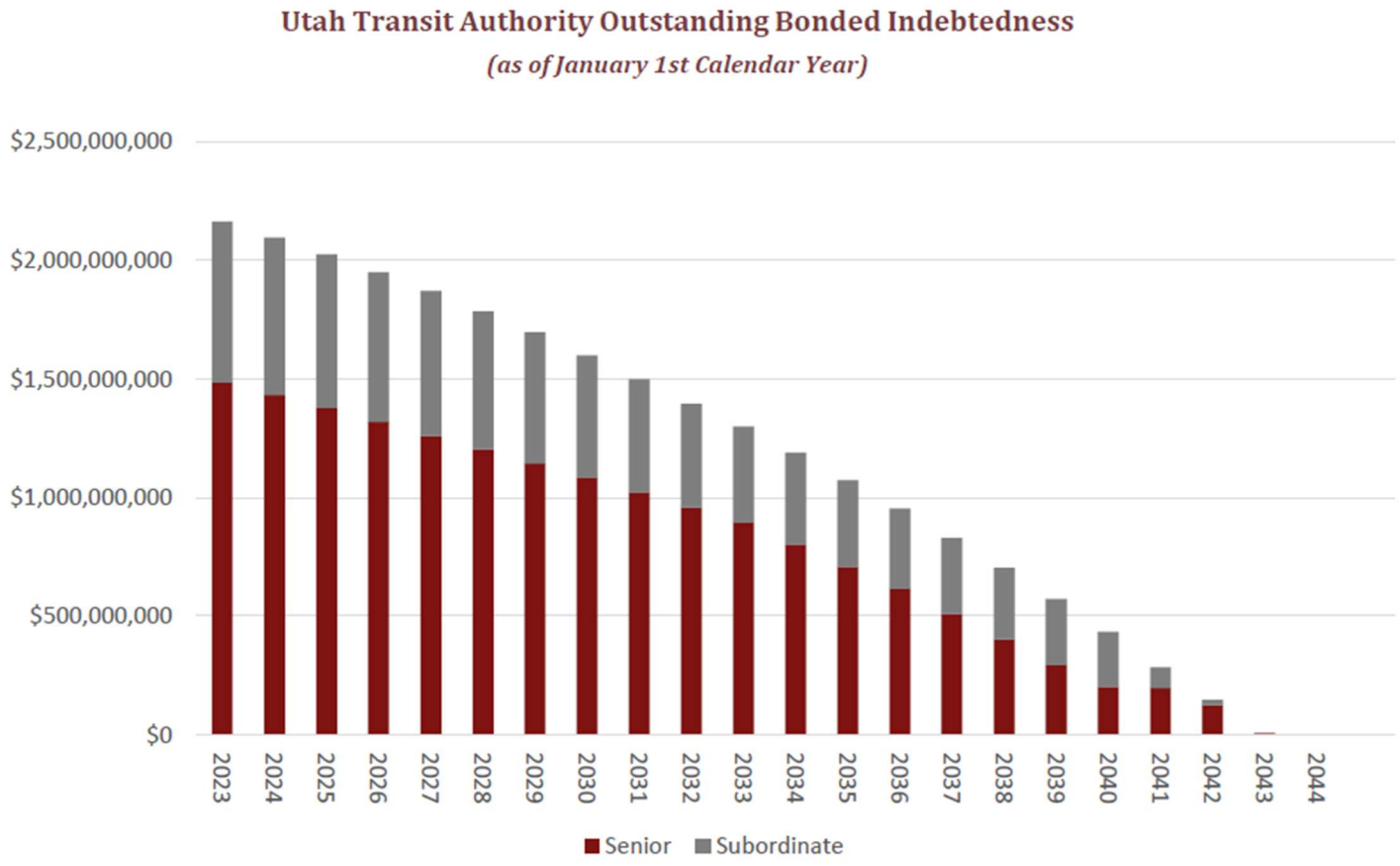
2024 Debt Service Detail

2024 Debt Service (000's)	Cash Basis	Full Accrual Basis
Principal on Bonds	70,675	$ 72,058
Interest on Bonds	79,817	79,817
Interest Subsidy (Build America Bonds)	(9,022)	(9,022)
Premium/Discount Amortization		(7,207)
Refunding Gains/Losses Amortization		17,647
Accrued Interest on 2016 CAB		805
Net Interest Expense	70,795	82,040
Net Bond Principal and Interest	141,470	154,098
On-going Bond Sale Cost	90	90
Principal on 2016 Utah County Debt	1,645	1,645
Interest on 2016 Utah County Debt	1,730	1,730
Restricted Reserves for 2029 Principal		7,837
4th Quarter Cent in Utah County	3,375	11,211
Principal on Existing Leases	10,891	10,891
Interest on Existing Leases	2,464	2,464
Principal & Interest on 2023 Leases for $28.6M starting Dec. 2023	3,188	3,188
Principal & Interest on 2024 Leases for $16.5M starting Jan. 2024	1,386	1,386
Lease Principal & Interest on 2024 Leases	500	500
Net Lease Principal and Interest	18,429	18,429
Total 2024 Debt Service	$163,364	$ 183,828

UTA continues to look for opportunities to refund/tender bonds when possible. In October 2023, UTA completed a bond tendering. The net present value savings from the 2023 tendering was approximately $6 million. Given market conditions, UTA was able to reduce the total debt principal by $20M between the amount tendered and amount needed for the 2023 Bond.

Debt Uses

Utah Transit Authority has the following senior and subordinate sale tax revenue bonds outstanding as of January 1, 2023. The purposes of each debt category are described in the tables below.



Senior Debt

Series (1)	*Purpose*	*Original Principal Amount*	*Final Maturity Date*	*Current Principal Outstanding*
2021	Refunding (Taxable)	$431,625,000	December 15, 2036	$424,240,000
2020B	Refunding (Taxable)	74,750,000	December 15, 2039	74,750,000
2020	Refunding (Taxable)	216,650,000	December 15, 2038	203,150,000
2019B	Refunding (Taxable)	188,810,000	December 15, 2042	188,810,000
2019A	System projects	61,830,000	December 15, 2044	61,830,000
2018	System projects	83,765,000	December 15, 2036	82,265,000
2015A (2)	Refunding	668,655,000	June 15, 2025	78,855,000
2009B (3)	System projects/BABs	261,450,000	June 15, 2039	261,450,000
2008A (4)	System projects	700,000,000	June 15, 2023	24,840,000
2006C (5)	Refunding	134,650,000	June 15, 2032	84,560,000
Total				$1,484,750,000

(1) Unless otherwise indicated herein, the Senior Bonds are rated "AA" (stable outlook) by Fitch Ratings Inc. ("Fitch"); "Aa2" (stable outlook) by Moody's Investors Service, Inc. ("Moody's"); and "AA" (positive outlook) by S&P Global Ratings ("S&P"); as of the date of this document.
(2) Principal portions of this bond were refunded by the 2020 Senior Bonds and the 2021 Senior Bonds.
(3) Issued as federally taxable Build America Bonds ("BABs").
(4) Principal portions of this bond were refunded by the 2015A Senior Bonds.
(5) These bonds are insured by Assured Guaranty Municipal Corporation ("AGM").

Subordinate Debt

Series (1)	Purpose	Original Principal Amount	Final Maturity Date	Current Principal Outstanding
2021	Refunding (Taxable)	$16,220,000	December 15, 2037	$16,020,000.00
2019	Refunding (a)	59,070,000	December 15, 2042	59,070,000.00
2018 (2)	Refunding	115,540,000	December 15, 2041	106,405,000.00
2016 (3)	Refunding	145,691,498	December 15, 2032	145,691,497.50
2015A (4)	Refunding	192,005,000	June 15, 2026 (8)	35,160,000.00
2010 (5)	System projects/BABs	200,000,000	December 15, 2040	200,000,000.00
2007A (6) (7)	Commuter rail/refund	261,124,109	December 15, 2035 (9)	115,895,000.00
Total				$678,241,497.50

(1) Unless otherwise indicated herein, the Subordinate Bonds are rated "AA" (stable outlook) by Fitch; "Aa3" (stable outlook) by Moody's; and "AA-" (positive outlook) by S&P; as of the date of this document.
(2) The 2018 Subordinate Bonds maturing on December 15 of the years 2030, 2031, and 2033 through 2040 are insured by Build America Mutual Corporation ("BAM") and are rated "AA" (BAM insured; "AA-" (stable outlook) underlying) by S&P; as of the date of this document.
(3) Principal portions of this bond (in the original issue amount of $18,911,497.50) were issued as capital appreciation bonds.
(4) Principal portions of this bond were refunded by the 2019 Subordinate Bonds, the 2019B Senior Bonds and the 2021 Subordinate Bonds.
(5) Issued as federally taxable Build America Bonds ("BABs").
(6) Principal portions of this bond were refunded by the 2015A Subordinate Bonds and the 2018 Subordinate Bonds.
(7) These bonds are insured by National Public Finance Guarantee Corp.
(8) Final maturity date after principal portions of these bonds were refunded by the 2021 Subordinate Bonds.
(9) Final maturity date after principal portions of these bonds (the capital appreciation bonds portion) was refunded by the 2015A Subordinate Bonds and the 2018 Subordinate Bonds.

Financial Structure

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

Department /Fund Relationship
Within the enterprise fund, UTA maintains two budgets – one for operations and one for capital. Within the operations budget, expenses are tracked by type of service mode (bus, light rail, commuter rail, paratransit, or rideshare/vanpool) as well as operations support, administrative, non-operating, and debt service. Departments within operations and operations support by type of service are:

Bus	Light Rail	Commuter Rail	Paratransit	Rideshare Vanpool
Mt. Ogden	Light Rail Operations	Commuter Rail	Paratransit	Van Pools
Mt. Ogden Maintenance	Light Rail Maintenance	Commuter Rail Maintenance	Paratransit Maintenance	Rideshare Administration
Mt. Ogden Administration	Light Rail Jordan River Maintenance	Commuter Rail Administration	Special Service Administration	
Timpanogos Operations	Light Rail Administration	Maintenance of Way Systems		
Timpanogos Maintenance	Rail Fleet Sustainability	Maintenance of Way Infrastructure		
Timpanogos Administration	Maintenance of Way Systems			
Meadowbrook Operations	Maintenance of Way Infrastructure			
Meadowbrook Maintenance				
Meadowbrook Administration				
Central Maintenance				
Integrated Service Planning				
Transit Communications Center				

Departments within the operations support, and administrative classifications are provided on the following page.

Operations Support
Asset Management - State of Good Repair
Bus Communications
Customer Service
Data Quality & Ridership
Facilities
Fare Strategy & Operations
Farebox Service
Fleet Engineering
Operations Analysis & Solutions
Public Safety
Radio & Rail Communications
Safety & Security
Supply Chain - Purchasing
Supply Chain - Warehousing
Support Maintenance
Talent Development
Ticket Vending Machine Maintenance
Vehicle Disposal

Administrative
Accounting
Application Development
Applications Support
Board of Trustees
Budget & Financial Analysis
Capital Projects & Development
Civil Rights
Communications & Deployment
Corporate Support
Customer Experience
Enterprise Strategy
Executive Director
Fares
Finance
Government Relations
Grant Management
Grant Management
Human Resources and Labor Relations
Innovative Mobility Services
Intermodal Center - Ogden
Intermodal Center - SLC
Internal Audit
Legal
Network Support
Operations Office
People Office
Planning
Planning & Engagement
Product Development & Sales
Public Relations & Marketing
Quality Assurance
Real Estate
Risk Management
Service Development
Technology Security
Total Rewards
Workforce Planning

Within the capital budget, expenses are tracked by discrete projects, Safety & Security, State of Good Repair (capital maintenance to the transit infrastructure), and Information Technology. More detail about capital investments is provided in the Capital and Debt section.

Basis of Budgeting

Budgeting is based upon the accrual basis with these exceptions:

- UTA budgets capital expense rather than depreciation expense
- UTA does not budget for change in actuarial estimates for the pension
- In addition to bond interest expense, UTA budgets annual bond principal payments
- The annual budget excludes amortization of bond issuance premiums and discounts

Financial Information and Policies

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

Standards for Reporting Purposes
The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by GASB.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts or revenues and expenses during the reporting period. Actual results could differ from those estimates.

Federal Planning Assistance and Preventive Maintenance Grants
Federal planning assistance grants received from the Federal Transit Administration (FTA) and preventive maintenance grants are recognized as revenue and receivable during the period in which the related expenses are incurred and eligibility requirements are met. The current reauthorizations act, Fix America's Surface Transportation (FAST), allows for the replacement and repair of aging infrastructure. Congress is engaged in negotiations on the next Transportation Act at the time this document was printed.

Federal Grants for Capital Expenses
The U.S. Department of Transportation, through contracts between the Authority and the FTA, provides federal funds of 35% to 93% of the cost of property and equipment acquired by the Authority through federal grants. Grant funds for capital expenses are earned and recorded as capital contribution revenue when the capital expenses are made, and eligibility requirements are met.

Contributions from Other Governments (Sales Tax)
As approved by the voters or county governing bodies, sales tax for transit is collected to provide the Authority with funds for mass transit purposes. Funds are utilized for operations and for the local share of capital expenses. Sales tax revenues are accrued as a revenue and receivable for the month in which the

sales take place. The Authority does not have taxing authority in any jurisdiction; therefore, this revenue is considered a contribution from another government.

Approved Local Option Sales Tax:

Salt Lake County	0.7875%
Davis County	0.6500%
Weber County	0.6500%
Box Elder County	0.5500%
Utah County	0.6260%
Tooele County	0.4000%

Budgetary and Accounting Controls
The Authority's annual budgets are approved by the Board of Trustees, as provided for by law. Operating and non- operating revenues and expenses are budgeted on the accrual basis except for depreciation, pension actuarial expenses, bond principal payments, and amortization of bond issuance premiums and discounts. Capital expenses and grant reimbursements are budgeted on a project basis. Multi-year projects are approved in whole but are budgeted based on estimated annual expenses and revenues.

The Authority adopts its annual budget in December of the preceding year.

UTA Board of Trustees Bylaws and Policies (Budget Related)

ARTICLE VII – CONDUCTING BUSINESS

Section 1 Resolutions, Orders and Ordinance – Vote Recorded
Each and every formal action by the Board and Advisory Council shall be taken by the passage of a resolution, order or ordinance by the Board or Advisory Council. Resolutions and ordinances shall be by roll call vote with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and Member by electronic means at least twenty-four hours before the ordinance is presented for adoption. All resolutions and ordinances passed by the Board and Advisory Council shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Advisory Council, Second Vice-Chair, and kept in the official records of the Authority. A record of meetings of the Board and Advisory Council shall be made and retained as provided by law.

Section 2 Adoption and Amendment of Bylaws
These Bylaws may be adopted and amended by an affirmative vote by a majority of the Board after consultation with the Advisory Council.

Section 3 Fiscal Year
The fiscal year of the Authority shall commence on January 1 and end December 31 of each calendar year.

Section 4 Principal Place of Business

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board. The Board Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

Section 5 Budget

The Authority shall prepare an annual budget for the consideration of the Board each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and consulting with the Advisory Council, the Board shall adopt a final annual budget prior to the end of each fiscal year.

Section 6 Audit Reports

A. Annual Audit - The Board shall cause an annual audit of the Authority's financial statements to be conducted in accordance with general accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public accounting firm selected by the Board. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

B. Other Audits – In consultation with the Advisory Council, the Board may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act.

BUDGET

Board of Trustees Policy No. 2.3

Application: Board of Trustees and Local Advisory Council

I. Purpose: The purpose of this policy is to define the requirements, duties, and responsibilities for developing, proposing, and amending annual budgets of the Authority.

II. Definitions:

A. "Annual Budget" means a financial plan for the fiscal year which includes estimates of operating revenues and expenses, capital revenue and expenses, debt service, required reserves, undesignated cash balance, and the projected Fund Balance at the beginning and end of the fiscal year.

B. "Authority" means the Utah Transit Authority or UTA.

C. "Board of Trustees" or "Board" means the UTA Board of Trustees established in Utah's Public Transit District Act (17B-2a-801 et seq.)

D. "Budget Amendment" means an adjustment that increases the appropriation authority of the Annual Budget.

E. "Capital Budget" means the budget for capital projects including preservation of the system to keep it in a state of good repair, purchase of capital equipment (including vehicles), construction of new facilities, equipment, maintenance machinery, information technology, system expansion and improvement, and off-site improvements as approved in the Capital Plan required in Board Policy 2.1 Financial Management. The Capital Budget tracks discrete projects, Safety & Security, State of Good Repair (preservation of the transit infrastructure), expansion of and improvements to the system, and Information Technology.

F. "Capital Carryforward" means unexpended or encumbered capital funds that have been authorized by the Board of Trustees through a Technical Budget Adjustment to extend appropriation authority to the following fiscal year.

G. "Constituent Entity" means any county, city, or town that levies taxes for transit within the geographic boundaries of the Authority's transit district.

H. "Contingency" or "Unallocated Expense" means funds held in Operating or Capital Budgets that have not been allocated for a defined purpose or project, and that require a Technical Budget Adjustment to receive appropriation authority.

I. "Executive or Chief Office" means the Office of the Board of Trustees, the Office of the Executive Director, or any office of a Chief Officer who is a direct report to the Executive Director.

J. "Fiscal Year" means January 1 through December 31 of each calendar year, as defined in the Authority's Bylaws.

K. "Final Budget" means the Annual Budget approved by the Board of Trustees after completion of the public comment period and consultation by the Local Advisory Council.

L. "Fund Balance" means the definition given under generally accepted accounting principles as reflected in the Uniform Accounting Manual for Special Districts.

M. "Local Advisory Council" means the UTA Local Advisory Council established in Utah's Public Transit District Act (17B-2a-801 et seq.)

N. "Mode" means type of transit service including bus, light rail, commuter rail, paratransit, rideshare/vanpool, microtransit, or any future type of transit service that the Authority adopts.

O. "Operating Budget" means the budget that tracks operating expenses by Mode as well as direct operations support, general management and support, and administration. The budget also tracks operating expenses by Executive or Chief Office classification. The Operating Budget should outline expenditures and revenue sources in support of current operations. The Operating Budget does not include debt service, capital, or reserve monies.

P. "Public Engagement Report" means a document comprising all public comments received during the public comment period for the Authority's annual budget.

Q. "Technical Budget Adjustment" means the process of allocating contingency or unallocated expenses to an approved capital project or line item in the operating budget, or an action that reallocates funds from one executive or chief office classification to another.

R. "Tentative Budget" means the annual budget approved by the Board of Trustees before the public comment period and consultation by the Local Advisory Council. The Tentative Budget is replaced by the Final Budget after that is adopted by the Board of Trustees.

III. Policy: The development, review and approval of the Authority's Annual Budget will proceed as follows:

A. Budget Development

1. As provided for in the Authority's Bylaws, the Authority will prepare an Annual Budget and the Board of Trustees, after consultation with the Local Advisory Council, will approve the budget prior to the end of each fiscal year.

2. The budget will be developed in compliance with Chapter 1, Part 7 of the Special Districts Act.

3. The agency will incorporate the following plans while developing the Annual Budget:

a. UTA's Strategic Plan; and

b. UTA's Long-Term Financial Plan (as required in Board Policy 2.1. Financial Management); and

c. UTA's Five-Year Capital Plan (as required in Board Policy 2.1 Financial Management). The Annual Budget will reflect the first year of the approved Capital Plan as adopted annually or amended.

4. The Tentative and Final Operating Budgets will include detailed summaries of revenue by source, operating expense by Mode, operating expense by Executive or Chief Office classification, full-time employee (FTE) equivalent by Mode, FTE equivalent by Executive or Chief Office classification, debt service, contribution to reserves, and transfer to capital.

5. Tentative and Final Capital Budgets will include detailed summaries of revenue by source, major capital expense categories, and capital expense by project and project category.

B. Budget Review and Approval

1. A Tentative Budget will be presented to the Board of Trustees for discussion in a public meeting prior to the Tentative Budget being presented to the Board for approval. The Tentative Budget will be adopted by resolution.

2. Following the Board's adoption of the Tentative Budget:

a. The Authority will distribute the Tentative Budget for feedback from constituent and customer entities as required in Chapter 1, Part 7 of the Special Districts Act.

b. The Tentative Budget will be presented at a public meeting of the Local Advisory Council for their consultation to the Board.

c. A public budget hearing will be held with the Board of Trustees within 30-days of the adoption of the Tentative Budget and at least 30-day before the Board adopts a Final Budget.

3. A Final Budget will be presented to the Board of Trustees in a public meeting for discussion, along with a Public Engagement Report, prior to the Final Budget being

presented to the Board for approval. The Final Budget will be adopted by resolution prior to the end of the fiscal year.

4. A copy of the final budget will be sent to the Office of the State Auditor within 30 days after its adoption.

C. Budget Adjustments and Amendments

1. The Board of Trustees may amend or supplement the budget at any time after its adoption as follows:

   a. Technical Budget Adjustment – the Authority may request the Board's approval to reallocate existing resources in the Annual Budget when the request does not increase budget authority. A Technical Budget Adjustment must be placed on a public meeting agenda for the Board's action by a voice vote.

   b. Contingency and Unallocated Resources in the Annual Budget will require the Board's approval through a Technical Budget Adjustment to provide appropriation authority for those funds.

   c. Budget Amendment – after consulting with the Local Advisory Council, the Board may authorize a Budget Amendment for the current fiscal year to increase the Annual Budget appropriation authority. A Budget Amendment will be adopted in a public meeting by resolution.

2. The Executive Director may make administrative adjustments to an adopted budget without Board approval under the following circumstances:

   a. The Executive Director may make Operating Budget adjustments within the same Mode or Executive or Chief Office.

   b. The Executive Director may make a Capital Budget adjustment within the same respective Capital project in the approved Capital Plan.

   c. The Executive Director may reassign existing headcount approved in the Annual

Budget to another Mode, Executive or Chief Office as long there is a neutral (net zero) impact to the Annual Budget, and the Board is notified of the adjustment.

d. The administrative adjustments authorized in this section will not have a significant policy impact or affect budgeted year-end Fund Balances.

e. Excluding the circumstances authorized above, administrative adjustments which seek to reallocate funds across Mode, Executive and Chief Offices, or between capital projects will be brought to the Board for a Technical Budget Adjustment consideration.

D. Lapse of Appropriation

1. All unexpended or unencumbered appropriations, except capital project fund appropriations, lapse at the end of the fiscal year to the Fund Balance.

2. Unexpended capital appropriations may be authorized, by project, for Capital Carryforward through a Technical Budget Adjustment approved by the Board in the following fiscal year.

Cross References: Utah Public Transit District Act, Utah Code §17B-2a-801 et seq.; Utah Special Districts Act, Part 7, Utah Code §17B-1-701 et seq.; UTA Bylaws; Board Policy 1.3 Executive Relationships and Meetings; Board Policy 2.1 Financial Management.

Utah's Provisions Applicable to All Local Districts

17B-1-702 Local District to Submit Budgets

Except as provided in paragraph (a), within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of each local district with an annual budget of $50,000 or more shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities that has in writing requests a copy; and (2) to each of its customer agencies that has in writing requested a copy.

(a) Within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of trustees of a large public transit district as defined in Section 17B-2a-802 shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities; 2) each of its customer agencies that has in writing requested a copy; 3) the governor; and 4) the Legislature.

The local district shall include with the tentative budget a signature sheet that includes 1) language that the constituent entity or customer agency received the tentative budget and has no objection to it; and 2) a place for the chairperson or other designee of the constituent entity or customer agency to sign.

Each constituent entity and each customer agency that receives the tentative budget shall review the tentative budget submitted by the district and either 1) sign the signature sheet and return it to the district; or 2) attend the budget hearing or other meeting scheduled by the district to discuss the objections to the proposed budget.

If any constituent entity or customer agency that received the tentative budget has not returned the signature sheet to the local district within 15 calendar days after the tentative budget was mailed, the local district shall send a written notice of the budget hearing to each constituent entity or customer agency that did not return a signature sheet and invite them to attend that hearing. If requested to do so by any constituent entity or customer agency, the local district shall schedule a meeting to discuss the budget with the constituent entities and customer agencies. At the budget hearing, the local district board shall 1) explain its budget and answer any questions about it; 2) specifically address any questions or objections raised by the constituent entity, customer agency, or those attending the meeting; and 3) seek to resolve the objections.

Nothing in this part prevents a local district board from approving or implementing a budget over any or all constituent entity's or customer agency's protest, objections, or failure to respond.

Utah's Provisions Applicable to All Local District 17-B-1-1102 Limitation on Bonds

A public transit district may not issue general obligations bonds if the issuance of the bonds will cause the outstanding principal amount of all the district's general obligation bonds to exceed the amount that results from multiplying the fair market value of the taxable property within the district, as determined under Section 11-14-301(3)(b) by 3%. Bonds or other obligations of a public transit district that are not general obligation bonds are not included in this limit.

Board of Trustees Policy No. 2.1

Financial Management – Key Budget Provisions (~December 2022)

A. Reserves

1. The Authority will maintain the following reserves:

a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used as a working capital account throughout the year. The Treasurer will manage the use of the funds in the general operating reserve.

b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding nonoperating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the service stabilization reserve are used.

c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board of Trustees must give its prior approval before funds in the bond reserve are used.

d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the comprehensive annual financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the capital replacement reserve are used.

e. Self-insurance/catastrophic reserve established annually through the budget process to reflect claims outstanding from risk management and estimable and presumed liability on open legal cases through the attorney general's office. The amount in this reserve is reported to the Department of Public Safety annually. An element of the reserve will fund a catastrophic loss reserve for vanpool claims over existing insurance coverage. The funding of the catastrophic loss reserve may be funded by vanpool fees to mitigate large claims.

f. Debt reduction reserve fund for the purpose of retiring outstanding bonds or long-term obligations, with advance approval by the Board of Trustees, may be used to supplement the general operating reserve.

2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.

3. Reserve balances will be reported on the Authority's monthly financial statements.

4. Upon the use of any service stabilization, bond, or capital replacement reserves, or debt reduction reserve the Board of Trustees will, by resolution, establish a timeline for the full reimbursement of the reserves within 60 months after their first use and begin to restore reserves used no later than 24 months after their first use.

B. Long-term Financial Planning

1. The Executive Director will develop a long-term (5 years or longer) financial plan incorporating the Board of Trustees' strategic plan, identifying the Authority's long-term financial challenges and proposed solutions based upon reasonable projections of revenue and expense including operations and maintenance, reasonably anticipated new funding programs, capital expansion, maintenance of a state of good repair of existing assets, asset replacement, and debt issuance. The Executive Director will update the long-term financial plan three times a year.
2. The Board of Trustees will review the long-term financial plan annually and report it to the State Bonding Commission.

C. Budgeting

1. As provided for in the Authority's Bylaws, the Authority will prepare an annual budget and the Board of Trustees, after consultation with the Advisory Council, will approve the budget.
2. The Board of Trustees may amend or supplement the budget at any time after its adoption.
3. The Executive Director may make administrative adjustments to an adopted budget without Board of Trustee approval as long as those changes will not have a significant policy impact or affect budgeted year-end fund balances.

Capital

The Executive Director will develop a Five-Year Capital Plan to be approved by the Board of Trustees annually after consultation with the Local Advisory Council where they approve and recommended adoption by the Board of Trustees. The plan will be updated every year for inclusion in the annual budget process discussions and approvals. The Five-Year Capital Plan will be fiscally constrained and will maintain all assets at a state of good repair to protects the Authority's capital investment and minimize future maintenance and replacement costs.

Budget Process

This section describes the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also includes procedures for amending the budget after adoption and the process used in developing the capital budget. A budget calendar for the budgeted year 2024 is included at the end of this section.

Budget Process: The Executive Director and Chief Financial Officer, with the advice and counsel of the Board of Trustees and the Local Advisory Council, prepare a preliminary budget for the ensuing year including operation, maintenance, administration expenses, debt service, and capital expenditures.

Preparation of the annual budget is intertwined and coordinated with input from various updates of the Agency's financial plan. There are four stages in the annual budget process:

1. Budget Planning
2. Establishing the Base Budget
3. Identification, prioritization, and selection of Budget Initiatives from Budget Planning phase or other processes for inclusion in the Tentative Budget
4. Preparation, and approval of Tentative and Final Budgets

The annual process starts in the Spring with the Authority's Executive Team and staff assessing estimates for revenues, operating expenses, and capital projects. Budget priorities are discussed, and a preliminary five-year capital plan is developed.

Budget Planning starts the Budget Development process. Budget Plans provide key information for UTA's decision-making process around resource allocation. They clearly articulate Office/Department objectives, business, or operating environment, change drivers, change initiatives, prioritization criteria and connection to the UTA Way and Strategic Framework. Budget Plans are an input to the budget outlook process and form the foundation for potential Budget Initiatives.

After a preliminary budget outlook is reviewed with the Board of Trustees, the Executive Director develops and distributes budget preparation instructions for Authority staff.
Changes in assumptions are incorporated into the 5-Year financial plan and a Base Operating Budget (Base Budget) for the upcoming year is calculated. One-time costs are eliminated, current year technical budget adjustments, mid-year service changes, and known labor cost changes, fuel and power cost change projections, and inflationary factors are applied to the current adopted budget to arrive at a Base Budget at the account code level for each Office. The Base Budget is then projected over the 5-year planning horizon and the agency determines if the Base Budget is sustainable.

The next phase of the Budget Development process is the development of new Budget Initiatives. Budget Initiatives are informed by the Budget Planning process, emerging factors, and are aligned with UTA's Strategic Plan. This is the process to identify priority investments in the Operating program or, if the Base Budget is not sustainable, initiatives are identified to bring the financial plan back into balance. Budget Initiatives are reviewed and prioritized by the Executive Team for inclusion in the budget request.

A draft five-year capital plan is completed and reviewed with the Board of Trustees and the Local Advisory Council in September. The first year of the capital plan, which includes specific capital projects and the funding available through outside funding such as grants, local partners, state funding, and financing are included in the next year's capital budget.

In August each Chief Officer submits an operating budget which includes the Base Budget level and any approved Budget Initiatives. The Executive Team reviews the operating budgets and makes any adjustments it deems necessary. Preliminary budgets are reviewed with the Board of Trustees in September. Any modifications to the budget are completed by early October.

In late October or early November, the Executive Director presents the Tentative Budget to the Board of Trustees for their review and approval. Once the Tentative Budget is approved by the Board of Trustees, it is sent to the Governor's Office, State Legislature and Local Governments and a 30-day comment period, which includes a public hearing, is established. Input from the Local Advisory Council on the Tentative Budget is sought following Board approval.

In early December, the Executive prepares and presents the Final Budget to the Board of Trustees for its review and approval.

Adoption of Annual Budget: Before the first day of each fiscal year, the Board shall adopt the annual budget by a vote of a quorum of the total Board. If, for any reason, the Board has not adopted the annual budget on or before the first day of January of any fiscal year, the preliminary budget (Tentative Budget) for such year shall be in effect for such fiscal year until the annual budget is adopted.

Please refer to the 2024 UTA Budget Preparation Schedule at the end of this section.

Annual Budget Schedule

Task	Completion Date
Budget Office Distributes Budget Memo	Apr. 17, 2023
Executive Team Reviews & Approves Base Targets	May 30, 2023
Executive Team Reviews and Approves Draft Tentative Budget	Aug. 8, 2023
Board Budget Work Sessions	Sep. 11 to Sep. 20, 2023
Board Reviews 2024 Tentative Budget	Oct. 11, 2023
Board approves 2024 Tentative Budget and November public hearing date	Oct. 25, 2023
Budget Review and Comment Period	Nov. 1 to Dec. 1, 2023
Local Advisory Council approves 5-Year Capital Plan and Consults on 2024 Ops. Budget	Nov. 29, 2023
2024 Budget Open House/Public Hearing	Nov. 1, 2023
Board of Trustees reviews public comments, LAC input, and 2024 final budget	Dec. 6, 2023
Final Public Engagement report (including comments received after 12/1) due to board office	Dec. 8, 2023
Board of Trustees considers approval of the 2024 Final Budget and 5-Year Capital Plan	Dec. 20, 2023
Staff submits Final Budget to State Auditor	Dec. 30, 2023
Staff prepares, prints, and distributes 2024 Budget Document to the Board of Trustees, Operating Departments and interested parties	Dec. 30, 2023

Community Profile

UTA's Service Area lies in the region commonly referred to as the Wasatch Front. The U.S. Census Bureau's 2020 estimated combined population of these six principal counties is 2.6 million, which represents approximately 79 percent of the State's total population. The service area population grew by 408,000 or 19 percent from 2010 to 2020.

Salt Lake County - Salt Lake County comprises an area of 764 square miles and accounts for approximately 46 percent of the population and approximately 57 percent of the private sector employment of the Service Area. The principal cities include Salt Lake City, West Valley City, and Sandy City. Salt Lake City is the capital and largest city in the State. Due to continuous economic and population growth, most of the cities in Salt Lake County have grown into a single large metropolitan area with Salt Lake City as its commercial center. The county's population increased approximately 15 percent from 2010 to 2020. The largest employment sectors are retail trade, health care and social assistance, manufacturing, and professional, scientific, and technical services. For Fiscal Year 2023, approximately 60 percent of UTA total Sales and Use Taxes were collected within Salt Lake County boundaries[3].

Utah County - Utah County comprises an area of 1,998 square miles and accounts for approximately 25 percent of the population and approximately 22 percent of the private sector employment of the Service Area. The principal cities include the Provo City and Orem City. The county's population increased approximately 28 percent from 2010 to 2020. The largest employment sectors are retail trade, health care and social assistance, education services and construction. For Fiscal Year 2023, approximately 19 percent of total UTA Sales and Use Taxes were collected within Utah County boundaries.

Davis County - Davis County comprises an area of 268 square miles and accounts for approximately 14% of the population and approximately 10 percent of the private sector employment of the Service Area. The principal cities include Bountiful, Clearfield, Clinton, Kaysville, Layton, and Syracuse. The county's population increased approximately 18 percent from 2010 to 2020. The largest employment sectors are retail trade, health care and social assistance, manufacturing, and local government. For Fiscal Year 2023, approximately 10 percent of total UTA Sales and Use Taxes were collected within Davis County boundaries.

Weber County - Weber County comprises an area of 531 square miles and accounts for approximately 10 percent of the population and approximately eight percent of the private sector employment of the Service Area. The principal city is Ogden City. The county's population increased approximately 13 percent from 2010 to 2020. The largest employment sectors are manufacturing, health care and social assistance, retail trade and local government. For Fiscal Year 2023, approximately 9 percent of total UTA Sales and Use Taxes were collected within Weber County boundaries.

[3] Sales tax data reported though October 31, 2021.

Tooele County - The portion of Tooele County served by UTA includes the cities of Tooele and Grantsville and some unincorporated areas. Tooele County comprises an area of 6,923 square miles (the second largest county in the State) and accounts for approximately three percent of the population and approximately one percent of the private sector employment of the Service Area. The principal cities include Tooele City and Grantsville City. The county's population increased approximately 25 percent from 2010 to 2020. The largest employment sectors are local government, retail trade and transportation and warehousing. For Fiscal Year 2023, approximately 0.9 percent of total Sales and UTA Use Taxes were collected within Tooele County boundaries.

Box Elder County - The portion of Box Elder County served by UTA includes the cities of Brigham, Perry and Willard and some unincorporated areas. Box Elder County comprises an area of 5,627 square miles (the fourth largest county in the State) and accounts for approximately two percent of the population and approximately two percent of the private sector employment of the Service Area. The principal city is Brigham City. The county's population increased approximately 15 percent from 2010 to 2020. The largest employment sectors are manufacturing, local government, retail trade, and health care and social assistance. For Fiscal Year 2023, approximately 0.7 percent of total UTA Sales and Use Taxes were collected within Box Elder County boundaries.

Glossary

Accounting System - Utah Transit Authority is a single enterprise that uses the accrual method of accounting. Under this method of accounting, revenues are recorded when earned and expenses are recorded as soon as they result in liabilities for benefits received.

Accrual Accounting - A basis of accounting in which revenues and expenditures are allocated to the year in which they are incurred, as opposed to when cash is received or spent.

ADA: The Americans with Disabilities Act (ADA) became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else.

Alternative Fuels – Fuels other than traditional gasoline/diesel such as compressed natural gas (CNG), liquefied natural gas (LNG), hybrid electric, propane, biodiesel, electric, bio or soy fuel, and hydrogen.

ARPA – American Rescue Plan Act of 2021. Signed into law on March 11, 2021. To support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic and support the President's call to vaccinate the U.S. population. Eligible activities include operating and capital costs. UTA was allocated $167.8 million under the Act.

Articulated Bus - A bus, usually 55 feet or more in length with two connected passenger compartments, which bends at the connecting point when turning a corner.

Asset Maintenance: Refers to the departments and activities focused on maintaining assets currently owned by UTA.

ATU - Amalgamated Transit Union

Balanced Scorecard: The balanced scorecard is a strategic performance management tool, usually consisting of a semi-standard structured report that is used by managers to keep track of the execution of activities by the staff within their control and to monitor the consequences arising from these actions.

Bond - Long- or short-term debt issued by an Authority to help finance new acquisitions of property, facilities, and equipment.

BRT – Bus Rapid Transit - A bus system similar to a fixed guide-way system that includes all or some of the following features: limited stops, traffic signal priority, separate lanes, dedicated right of way, station services, docking systems, and other enhancements.

Balanced Budget - A financial plan that matches all planned revenues and expenditures with proposed service levels.

Budget Message - The opening section of the budget document, which provides the UTA Board and the public with a general summary of the most important aspects of the budget and changes from current and previous fiscal years.

Budget Document – A formal plan of action for a specified time period that is expressed in monetary terms.

CARES – Coronavirus Aid, Relief, and Economic Security Act. Signed into law on March 27, 2020. For eligible costs incurred after January 20, 2020, funding provided at a 100-percent federal share, with no local match required, and can be used to support capital, operating, and other expenses generally eligible under FTA programs to prevent, prepare for, and respond to COVID-19. UTA was allocated $187.2 million in this Act.

Capital Budget - A portion of the annual operating budget that appropriates funds for the purchase of capital equipment items. These expenditures are separated from regular operating items such as salaries, supplies, services, and utilities. The capital budget includes funds for capital equipment purchases such as vehicles, construction of new facilities, office equipment, maintenance machinery, microcomputers, and off-site improvements. They are distinguished from operating items by their value (greater than $5,000) and projected useful life (greater than one year).

Capital Costs – Costs of long-term assets of a public transit system such as property, buildings, and vehicles.

Commuter Rail - Passenger train service for short-distance travel between a central city and adjacent suburbs.

CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act of 2021. Signed into law on December 27, 2020. Stimulus funds for COVID-19 relief, to support the transit industry during the COVID-19 public health emergency. Similar eligibility requirements as CARES Act funding. UTA was allocated $33.6 million in this Act.

Debt - The amount of money required to pay interest and principal on the agency's borrowed funds.

Depreciation: In accountancy, depreciation refers to two aspects of the same concept: (1) The decrease in value of assets and (2) the allocation of the cost of assets to periods in which the assets are

used. Depreciation is a method of reallocating the cost of a tangible asset over its useful life span of it being in motion.

Demand Response - A service where passengers, or their agents, contact UTA to schedule door to door transportation services. A demand response (DR) operation is characterized by the following a) the vehicles do not operate over a fixed route or on a fixed schedule except, on a temporary basis to satisfy a special need, and b) the vehicle may be dispatched to pick-up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted in route to these destinations to pick up other passengers. UTA's paratransit service is demand response.

Department - An organizational unit responsible for carrying out major agency functions, such as operations, administration, and community engagement.

Distinguished Budget Presentation Awards Program – A voluntary awards program administered by the Government Finance Officers Association to encourage governments to prepare effective budget documents.

Discretionary Funding – One time funding or annual funding allocations, which distributed on a competitive basis, must be specifically applied for, and not guaranteed like Formula Funds.

Electronic Fare Collection or EFC - UTA's system of fare payment when such fare payment is made via a unique electronic micro-chip embedded in an electronic fare card media, which may include a credit card or debit card, issued by a bank.

Enterprise Fund – A fund that gives the flexibility to account separately for all financial activities associated with a broad range of municipal services. It establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Revenues and expenses of the service are segregated into a fund with financial statements separate from all other governmental activities.

Farebox Revenues – All revenues gained from the sale of passenger tickets, passes, tokens or other instruments of fare payments.

FAST Act – Fixing America's Surface Transportation Act is a law that was enacted on Dec. 4, 2015. This law provides long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act maintains focus on safety, keeps intact the established structure of the various transportation programs, and provides a dedicated source of federal dollars for critical transportation projects.

Fiscal Year - Annual schedule for keeping financial records and for budget purposes, UTA's fiscal year runs from January 1 through December 31, the State of Utah's fiscal year is July 1 through June 30, and the federal fiscal year runs from October 1 through September 30.

Fixed Guideway: A fixed guideway is any public transportation facility which utilizes and occupies a designated right-of-way or rails including (but not limited to) rapid rail, light rail, commuter rail, busways, automated guideway transit, and people movers.

Formula Funds – Funds specifically allocated to different agencies by the federal government to pay for transportation, transit, and other programs. Funds are allocated annually based on population and other demographic information.

Fringe Benefits - Benefits provided to the employee such as FICA, Pension, Medical & Dental insurance, Life, Short and Long-Term Disability insurance, Unemployment insurance, Tool and Uniform allowance and educational reimbursement.

FTA - Federal Transit Administration - Formerly the Urban Mass Transportation Administration (UMTA), the FTA provides capital and operating funds to the agency.

FTE – Full Time Equivalent Positions – A part-time position converted to a decimal equivalent of a full-time position based on 2,080 hours per year. For example, a part-time position working 20 hours per week would be the equivalent of 0.5 of a full-time position.

Fund Balance – Generally defined as the difference between a fund's assets and liabilities. An adequate fund balance is necessary for numerous reasons, such as to have funds available in case of an emergency or unexpected events, to maintain or enhance the agency's position and related bond ratings, to provide cash for operations prior to receipt of revenues, and to maximize investment earnings.

GASB - General Accounting Standards Board – An independent, professional body to establish standards of accounting and financial reporting applicable to state and local governmental entities.

Goal – A statement of broad direction, purpose, or intent.

Grants - A contribution by a government or other organization to support a particular function. Grants may be classified as either operational or capital.

Internal Controls – Methods and measures implemented to safeguard assets, provide for accuracy of accounting data, and encourage compliance with polices.

Intermodal - The term "mode" is used to refer to a means of transportation, such as automobile, bus, train, ship, bicycle, and walking. Intermodal refers specifically to the connections between modes. Intermodal is also known as "multimodal."

Intermodal Centers - A location where various types of transportation modes meet.

Investments – Securities purchased for the generation of income in the form of interest.

Joint Development – Projects undertaken by the public and private sectors in partnership. Usually refers to real estate projects and transit projects undertaken adjacent to, above and /or below each other as a means of financing transit projects with minimal public expense.

Lease – A contract specifying the rental of property. A lease is a contract outlining the terms under which one party (lessee) agrees to rent property owned by another (lessor) for a specific period.

LRT – Light Rail Transit - An electric railway with a light volume traffic capacity as compared to heavy rail. Light rail may use shared or exclusive rights-of-way, high or low platform loading, and multi-car trains or single cars. Also known as "streetcar," "trolley car," and "tramway."

Local Match - The portion of funding provided by UTA or other contributors (as opposed to funding provided at the Federal level) towards purchase of capital items.

Microtransit - A mode of demand responsive transit. Microtransit offers flexible routing and flexible scheduling of smaller vehicles to match the change in rider demands. Possible pick-up/drop-off stops are restricted within a geo-fenced area and transit can be provided either as a stop-to-stop service or curb-to-curb service. Microtransit services fit somewhere between private individual transportation (cars, taxi, and ridesharing) and public mass transit. UTA's On Demand service is a form of microtransit.

MPO – Metropolitan Planning Organization - Local group that selects highway and transit projects to which funds will be granted. The governor designates an MPO in every urbanized area with a population of over 50,000. The primary MPOs in UTA's transit district are the Wasatch Front Regional Council (WFRC) and the Mountainland Association of Governments, (MAG).

Non-Attainment Area - Areas of the country where air pollution levels persistently exceed the National Ambient Air Quality standards. Attainment/nonattainment are important factors in determining CMAQ grant funding (see CMAQ).

Operating Budget - A plan outlining expenditures and proposed sources of financing current service. The operating budget does not include capital or reserve monies. The principal sources of revenue are operating income, sales tax, investment income, and federal grants. All departments are financed through this budget.

Operating Revenue - Funds the agency receives as income to pay for ongoing operations. It includes such items as sales taxes, fares, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Operating Expenses - This term refers to expenditures paid to obtain goods or services including items such as payroll services, supplies, fuel, utilities, insurance, etc. Capital expenditures are not included.

Paratransit - Transportation service, comparable to fixed-route service, required by the Americans with Disabilities Act (ADA) of 1990 for individuals with disabilities who are unable to use fixed-route transportation systems.

Passengers – The number of transit vehicle boardings, including charter and special trips. Each passenger is counted each time that person boards a vehicle.

Passenger Miles – Total number of miles traveled by passengers on a vehicle. (One bus with 10 passengers traveling 10 miles equals 100 passenger miles.)

Peak Hours - Refers to weekday a.m. and p.m. service during commute hours to carry a maximum number of passengers. An example of commute or peak hours could be defined as time between 6 and 9 a.m. in the morning, and between 3 and 6 p.m. at night.

Performance Measures – Data collected to determine how effective or efficient a program is in achieving its objectives.

Personnel – This item includes the cost of all salaries, wages, overtime, and benefits associated with the agency staff.

PM – Preventive Maintenance Funds – Funding provided by the Federal Transit Administration for preventive maintenance of UTA's fleet.

Policy Document – A statement of organization-wide financial and programmatic policies and goals which address long-term concerns and issues.

Program Budget – A budget that focuses upon the goals and objectives of a Program, rather than upon its organizational budget units or object classes of expenditure.

Rapid Transit – Synonym for fixed guideway public transport (usually rail or bus rapid transit).

Reserve – An account used to indicate the purpose (insurance or capital) for which the agency's year-end balances may be used.

Revenue – Receipts from the sale of a product or provision of service.

Revenue Hours – Hours a transit vehicle travels while in revenue service. A transit vehicle is in revenue service only when the vehicle is available to the public.

Revenue Miles – Miles a transit vehicle travels while in revenue service. A transit vehicle is in revenue service only when the vehicle is available to the public.

RFP – Request for proposal.

Ridership - The number of passengers using a particular mode of transit.

Rideshare- Transportation, other than public transit, in which more than one person shares in the use of the vehicle, such as a van or car, to make a trip. Rideshare assistance is offered by UTA to promote carpooling and company-sponsored van sharing.

Sales Tax – This tax is levied by the various counties within the service district for the agency.

Scheduled Miles – Total service scheduled. It is computed from internal planning documents and includes the whole trip (e.g., deadhead, layover/recovery, and actual picking up and discharging of passengers).

STIP – State Transportation Improvement Program - Federally mandated state program covering a four-year span and updated every year. The STIP determines when and if transportation projects will be funded by the state. Projects included in the STIP must be consistent with the long-range transportation plan.

Strategic Plan: UTA's long-term plan for providing transit services to the communities served by the agency. Identifies key elements and strategies to be used in providing such services.

TRAX Light Rail – The UTA light rail system, consisting of the Red (University of Utah to Daybreak), Blue (Downtown to Draper), Green (Airport to West Valley), and S-Line streetcar (Sugar House) lines.

TOD - Transit-oriented Development - A type of development that links land use and transit facilities to support the transit system and help reduce sprawl, traffic congestion, and air pollution. It includes housing, along with complementary public uses (jobs, retail, and services), located at a strategic point along a regional transit system, such as a rail hub or major transit stop.

UDOT – Utah Department of Transportation

Vanpool – A service provided by UTA where the agency provides the van and a group of 7-15 people with a similar commuting route provide the driver, bookkeeper, and passengers. The group can also be coordinated through the UTA website.

2024 Tentative Budget Final Public Engagement Report & Comment Summary

12/04/2023

The public comment period for UTA's 2024 Tentative Budget opened November 01, 2023, and concluded December 01, 2023. This final report contains comments received by stakeholders and the public during the public comment period in reference to UTA's 2024 Tentative Budget.

Public Engagement Summary:

Public Comment Period
November 01 – December 01, 2023

Public Notice
Published in major newspapers of general circulation, including Salt Lake Tribune, and Deseret News. Additionally, the public notice was published on the Utah Public Notice Website.

Public Open House & Hearing
A public open house, followed by the official public hearing was held on the evening of November 01, 2023, at UTA Headquarters located at 669 West 200 South, Salt Lake City, UT, 84101. In-person and virtual join options were available. This hearing was live-streamed and recorded. It was made available on https://rideuta.granicus.com/player/clip/264?view_id=1&redirect=true&h=c6450216870eda37f83de0c00c129dbe.

Opportunities to Engage
Communities were encouraged to submit comments via email, phone, mail, or online via survey. Information was made available, in both comprehensive and summary formats, on rideuta.com/budget.

Public Comments

Stakeholders:

UTA provides notice to stakeholders and elected officials as part of the required Budget process; UTA requests confirmation and feedback from recipients. UTA received 9 responses from stakeholders confirming receipt of the Tentative 2024 Budget materials and/or sharing comments (signature sheets and comments can be found in Appendix 1):

1. Park City Council Member James M. Doilney - no objection
2. Utah County- no objection
3. Herriman City- no objection
4. Park City- no objection
5. Davis County- no objection
6. City of Taylorsville- no objection
7. Provo City- no objection
8. Salt Lake County- submitted comments. Please see appendix 1 to view these comments.
9. Riverton City Council Member Andy Pierucci - submitted comments. Please see appendix 1 to view these comments.

Public:

11 comments from members of the public were received regarding the 2024 Tentative Budget (as of 12/01/2023).

1	*Dalila Muñoz* I live in west valley, public transportation is pretty difficult to access. West valley traxs is not very accessible to the majority of west valley and magna residents. I'd like to know, if there are plans to expand a traxs line that goes to downtown from toole, magna , and the Airport.
2	*Philip Sauvageau* There should be more reserve real estate funds. This would allow purchase of real estate when there is a willing seller or development starts adjacent to the FrontRunner line before double track projects start.
3	*Gabe* Increase frequency of trax trains please
4	*A. Thorne* I believe implementing zero-fare transit would be highly beneficial to the public. Not only would more people be able to get where they need to, but this practice would encourage more people to use public transit, which means less traffic and less air pollution. It is more convenient/affordable to create more public transit than to create more roads for individual vehicles, and I think this is the future we need to aim for.
5	*Ryan Carr* I rode TRAX every weekday for about 17 years, so I appreciate what UTA provides, but I don't understand why trains and buses run on their regular schedules during the midday and late evening, when few people use them. Could we save money by decreasing how often they run, like having TRAX run every half hour at non-rush hour times, for example?
6	*Ronald Galloway* Where is the 509????? Over budget and under delivery UTA pride?
7	*Gerald Boulware* Stay within it as much as possible
8	*Johnathon Fullmer* Many people in Tooele commute to Salt Lake City for work, shopping, and pleasure. Due to the valley's topography, there are only three routes between the two counties: Lake Point, Parley's canyon, and the south end of the mountains. The most commonly used route is Lake point which means a lot of traffic builds up there. Public transportation would help a lot to cut down on traffic, yet it seems that UTA is not interested in expanding service for Tooele County. I have tried multiple times to be responsible and utilize UTA, but if one doesn't work a very specific schedule or plan to spend the entire day in Salt Lake it is hard to justify using UTA if you live in Tooele County. I would like to add my voice and ask UTA to consider adding more times to when the bus between Salt Lake and Tooele will run and that the UTA will consider setting up a train between Salt Lake and Tooele. I had heard of a proposition in the past called Lake Runner for such a train and I believe that it would help with traffic at the point of the mountain if public transit between the two counties was more viable.
9	*John Marcus* 1) I think we should offer raises or bonuses for ski bus operators to attract more people. 2) I think we should fund the UTA without tickets. at only ~5% of UTA income, it is not inconceivable, and would offer better service to it's users, and encourage more transit users. 3) with inflation so high, how can it be that the operations office only is receiving a 2% increase? and the People department decreasing the budget by (4.6%)? Are these not the departments which need additional revenue to continue working?

10	*Natalie Hall* There are still no bus lines in Herriman, Riverton or Bluffdale.
11	*Claudia Johnson* You haven't seen me because I have been working at a food bank and they expanded it to three times a week instead of two times, and they moved the hours up and while I'm talking about food bank, one of the things we are seeing since I'm over our group's Food Bank area, we have seen a major increase of people coming to the Food bank. We've gone from only 500 people to 900 people, 1000 people. I mean cars and vehicles for families. That's not the individuals we're up to now over 10,000 people that we actually service and that's just for one little small spot. And while I'm on that, is that because I deal with the refugees and I think you need to recruit to them to be bus drivers to be trained drivers. Whatever positions you could get, because I think a lot of times they're hesitant to come to UTA because it's a big thing and you know, it could be intimidating and a lot of these people have been driving. They have CDL's or they drive independently on their own trucks and stuff that way. And I think there's a lot of positions that you could possibly meet the needs of some of these people on the West side because rent is not going down, it's going up, food's going up, we're getting people kicked out of their apartments because good old landlords say I want more money and so they raise the rent and then they can't pay it. So that's just, that's why I've been missing this meeting. And I really enjoy it. And I do go in and watch it and stuff that way. And I want to thank everybody that that recognized me today. I appreciate it because it made me feel good that I wasn't just a bad seed, that every time I come in I make derogatory comment. But hopefully it's always comments that can be useful and of benefit. Another thing is you give out a five day. Excuse me, a five ride pass, which is awesome. The problem is, is a lot of these senior people don't ride five days in a row and it expires. And so you have to give them five or six of these cards because they go once a week to the doctor's, to the dentist and stuff. And I'm wondering if you could do a pass which is time stamped. I mean in Europe that it was you got five days and 10 days and you ride or you don't ride and stuff that way, but you've got a period of time to use that. And I'm wondering if that would be something that would be of benefit to get to educate people on using the bus and TRAX, and also to be able to just get people feeling more comfortable to coming and again to meet some of the needs of these…I shouldn't say this…us senior people. I have a car so I have no problem with that. But you know, I'm just thinking that we need to think outside the box and this is something that needs to be thought back again outside the box of how can we meet some of these needs and extend because that pass was awesome. I had people say, do you have one? Do you have one? And I'd scrounge through my desk to try and find one. And I didn't. And the next time I see a UTA person that came to a meeting I get some more. But I think we need - UTA - needs to look at that of expanding it in another way. And again I really miss this and I and I promote to anybody that is concerned or complaining about UTA or anything else, that way, it is really educational to come to the board meetings and to listen in on the board meetings so that you get a total picture of what's going on and what's happening. Because once you get a larger picture you understand more and you're also more educated to say "I don't agree." Because you've got that background and it's over 2 minutes. Thank you.

Appendix 1 – Signature Sheets

Park City Council Member James M. Doilney

DocuSign Envelope ID: E82A345B-0F8A-4694-8779-D9A2A3DF0C4C

UTA Tentative 2024 Budget - Signature Sheet

I, James M. Doilney, representing Park City Municipal, have received a copy of the Utah Transit Authority's Tentative Budget for 2024. I have reviewed the tentative budget as required by Utah Code 17B-1-702 and have no objection to the tentative budget as presented.

Signature: DocuSigned by: 8B9958EF34FD499...

Date: 10/30/2023

Printed Name: James M. Doilney

Title: City Council

Please return to UTA:

By emailing: boardoftrustees@rideuta.com
By mail: Attention: Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Utah County

UTA Tentative 2024 Budget - Signature Sheet

I, Brandon Gordon, representing Utah county,

have received a copy of the Utah Transit Authority's Tentative Budget for 2024. I have reviewed the tentative budget as required by Utah Code 17B-1-702 and have no objection to the tentative budget as presented.

Signature: [signature]

Date: 10-30-23

Printed Name: BRANDON GORDON

Title: Utah County Commissioner

Please return to UTA:

By emailing: boardoftrustees@rideuta.com
By mail: Attention: Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Herriman City

UTA Tentative 2024 Budget - Signature Sheet

I, Lorin Palmer, representing Herriman City,

have received a copy of the Utah Transit Authority's Tentative Budget for 2024. I have reviewed the tentative budget as required by Utah Code 17B-1-702 and have no objection to the tentative budget as presented.

Signature: Lorin Palmer

Date: 11/1/2023

Printed Name: Lorin Palmer

Title: Mayor - Herriman City

Please return to UTA:

By emailing: boardoftrustees@rideuta.com
By mail: Attention: Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Park City

UTA Tentative 2024 Budget - Signature Sheet

I, Nann Worel, representing Park City,

have received a copy of the Utah Transit Authority's Tentative Budget for 2024. I have reviewed the tentative budget as required by Utah Code 17B-1-702 and have no objection to the tentative budget as presented.

Signature: Nann Worel

Date: 11/7/2023

Printed Name: Nann Worel

Title: Mayor

Please return to UTA:

By emailing: boardoftrustees@rideuta.com
By mail: Attention: Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Davis County

UTA Tentative 2024 Budget - Signature Sheet

I, Bob Stevenson, representing Davis County,

have received a copy of the Utah Transit Authority's Tentative Budget for 2024. I have reviewed the tentative budget as required by Utah Code 17B-1-702 and have no objection to the tentative budget as presented.

Signature: _____

Date: November 28, 2023

Printed Name: Bob Stevenson

Title: Commissioner

Please return to UTA:

By emailing: boardoftrustees@rideuta.com
By mail: Attention: Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

City of Taylorsville

UTA Tentative 2024 Budget - Signature Sheet

I, Kristie Overson, representing City of Taylorsville,

have received a copy of the Utah Transit Authority's Tentative Budget for 2024. I have reviewed the tentative budget as required by Utah Code 17B-1-702 and have no objection to the tentative budget as presented.

Signature: Kristie S. Overson

Date: November 29, 2023

Printed Name: Kristie Overson

Title: Mayor

Please return to UTA:

By emailing: boardoftrustees@rideuta.com
By mail: Attention: Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Provo City

UTA Tentative 2024 Budget - Signature Sheet

I, Michelle Kaufusi, representing Provo City,

have received a copy of the Utah Transit Authority's Tentative Budget for 2024. I have reviewed the tentative budget as required by Utah Code 17B-1-702 and have no objection to the tentative budget as presented.

Signature: _____

Date: November 30, 2023

Printed Name: Michelle Kaufusi

Title: Provo City Mayor

Please return to UTA:

By emailing: boardoftrustees@rideuta.com
By mail: Attention: Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Salt Lake County

SALT LAKE COUNTY

December 1, 2023

Jennifer Wilson
Mayor

Erin Litvack
Deputy Mayor,
County Services

Darrin Casper
Deputy Mayor,
Finance and Administration

Catherine Kanter
Deputy Mayor,
Regional Operations

Andrew Roberts
Chief of Staff

Board of Trustees
Utah Transit Authority
c/o Jolisha Branch
669 West 200 South
Salt Lake City, Utah 84101

Re: Utah Transit Authority's 2024 Proposed Budget

Dear Members of the UTA Board of Trustees:

Thank you for the opportunity to comment on UTA's 2024 Tentative Budget. Salt Lake County appreciates our continued partnership with UTA, as well as our combined efforts to address existing public transit service gaps. This letter will serve as the signature sheet indicating that I have reviewed the tentative budget as required by Utah Code 17B-1-702.

We would first like to express our support and appreciation of several of UTA's efforts FY24:

1. **Murray Central Station: $10M**
Additional investment and collaboration with the Federal Transit Administrations efforts to build a new bus rapid transit facility from the Murray Central Station to the SLCC Redwood Campus in Taylorsville and West Valley Central Station. This project will provide a vital transit corridor for the Salt Lake County region beyond the three principal municipalities of Taylorsville City, Murray City, and West Valley City.

2. **TRAX Red Line Second Station in South Jordan: $4.5M**
Investment in a second Trax station in South Jordan will provide an additional transit connection in the rapidly growing southwest quadrant of the County to meet the increasing demand for additional transit options for our South Jordan, Herriman, Riverton (and other) residents, as evidenced by the current Trax Station servicing the area. In addition, this project will provide a regional transit opportunity for Salt Lake County residents to access and enjoy the future Daybreak ballpark.

3. **Cottonwood Connect Ski Shuttle Service 2023-2024: $320,000**
UTA's partnership with Visit Salt Lake and UDOT will provide a supplemental transit option to address the ongoing reduction in service in the Cottonwood Canyons for the 2023/2024 ski season. The Cottonwood Connect Ski Shuttle delivers a comfortable, safe, and reliable way for residents and visitors to get to Alta, Brighton, Snowbird, and Solitude this winter season.

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Tel: 385.468.7000 | www.slco.org

Salt Lake County continued

We would also like to bring to your attention two primary concerns with the 2024 Proposed Budget:

1. **Ongoing Reduction in Service continues for FY 2024.** We are concerned that the ongoing reduction in service for the second budget year for UTA continues to disproportionally impact communities in our County that are transit dependent, thereby creating a hardship on many families and communities for a sustained period.

2. **Extended Timeline and Limited Commitment of Funding to Electric Bus Fleet/Zero Emissions.** We appreciate the inclusion in the Proposed Budget of approximately $1.1M for electric bus charging infrastructure and UTA's pursuit of federal funding to purchase additional battery electric buses. However, we respectfully request that UTA make a more substantial commitment in policy and funding to accelerate its timeline for converting the bus fleet to zero emissions buses.

Thank you again for the opportunity to comment. We sincerely appreciate all that UTA does for our Salt Lake County community and look forward to continuing to collaborate on addressing the future needs of the residents we collectively serve. Please feel free to reach out to me if you would like to discuss any of these comments.

Best,

Jenny Wilson

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2001 South State Street, Suite N-2100 | PO Box 144575 | Salt Lake City, UT 84114-4575
Tel: 385.468.7000 | www.slco.org

Riverton City Council Member Andy Pierucci

1. Your Name *

Andy Pierucci

2. Your Home Zip Code *

84096

3. Comments on the 2024 Tentative Budget: *

Thank you for the opportunity to comment on the 2024 tentative budget. A a Riverton City Councilman, I'm hearing from residents regarding a lack of transit options in the southwest corner of Salt Lake Valley. I'm disappointed by the lack of additional funding for our community and the neighboring cities. It's having a profound negative impact on the quality of life for my constituents and it's frustrating given how much Riverton resident tax dollars go to fund UTA. I respectfully request UTA spend more equitably in the southwest corner of Salt Lake County requisite with the population in our communities.

Sincerely,
Councilman Andy Pierucci

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Monica Morton, Fares Director Kensey Kunkel, Manager Fare Strategy

TITLE:

R2023-12-07 - Resolution Extending Free Fares on the UVX Line through August 2024

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-12-07 to authorize the extension of free fares on the UVX line through August 2024

BACKGROUND:
The Utah Public Transit District Act and Board Policy 4.1-Fares provide the Board the authority to set base fares, approve discounts to fares, and approve new or modified fare media for transit services. The collection of fares helps to fund the operation and maintenance costs of service.

On November 10, 2021, the Board of the Authority approved Resolution R2021-11-02 which adopted free fares on the UVX system through December 31, 2023 while UTA prepared for a new fare system.

DISCUSSION:
Staff are recommending extending free fare on UVX through August change day 2024 which is currently slated for August 14 while UTA staff prepare to implement fare on this service.

Over the next nine months, UTA staff will prepare the public as well as internal UTA operations and customer service to implement fare on the UVX line beginning in August 2024. This will include collaboration across UTA departments to gather feedback from stakeholders; perform a Title VI analysis, including public hearings to receive input from the community; communicate upcoming changes and educate customers on how to pay fare on UVX; implement and update fare enforcement procedures; and educate UTA employees with

information to support and serve the riding public.

The proposed resolution would authorize the extension of free fares for the UVX bus rapid transit line through August change day 2024 while the Authority prepares to activate fare collection on UVX as outlined above.

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

FISCAL IMPACT:
Foregone revenue is estimated to be about $67,500 per month.

ATTACHMENTS:
R2023-12-07 - Resolution Extending Free Fares on the UVX Line through August 2024

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY EXTENDING FREE FARES ON THE UVX LINE THROUGH AUGUST 2024

R2023-12-07 December 20, 2023

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

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority to fix the fares charged to riders of the Authority's transit services; and

WHEREAS, on December 21, 2022, the Board of the Authority adopted the revised Board of Trustee Policy 4.1 – Fares ("the Policy"); and

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

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

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

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

WHEREAS, the Authority utilizes fare revenue to help fund the operating and maintenance costs of service; and

WHEREAS, on November 10, 2021, the Board adopted Resolution R2021-11-02, providing for free fares on UVX through December 31, 2023; and

WHEREAS, the Board of the Authority would like to begin fare collection on UVX in August 2024 in order to maintain the Authority's transit systems in a financially sustainable manner and redirect monies collected from the Fourth Quarter in Utah County to other transit services in the community; and

WHEREAS, in January 2024, the Authority's service and fare change proposals will be submitted for preliminary Title VI analysis, including a public engagement period; and

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WHEREAS, finalized service and fare change proposals, including the fare structure for UVX, are due to be completed by February 3, 2024; and

WHEREAS, at the February 28, 2024 meeting of the Board of the Authority, all fare and service changes, including the proposed fare structure for UVX will be discussed and open a period of public comment; and

WHEREAS, a public comment period of all fare and service changes, including the proposed fare structure for UVX, will run from February 28, 2024 to March 29, 2024; and

WHEREAS, at the May 22, 2024 meeting of the Board of the Authority, there will be a discussion regarding public engagement, final service plans, fare plans, including the proposed fare structure for UVX, and a request to the Board to approve the Title VI analysis; and

WHEREAS, from May to August 2024, fare collection strategies and community education and outreach will be implemented; and

WHEREAS, the Authority desires to extend free fare on UVX to August 2024, ending on the change day, currently scheduled for August 14, 2024.

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

1. That free fares for the UVX bus rapid transit line are hereby extended and authorized until August 2024, ending on the change day, currently scheduled for August 14, 2024.

2. That the Board of Trustees of the Authority directs the Executive Director, through his duly designated staff to prepare a Title VI analysis for charging fares on UVX.

3. That this Title VI analysis be presented to the Board of Trustees to approve at an open and public meeting when complete.

4. That the Board of Trustees of the Authority directs the Executive Director, through his duly designated staff to prepare a plan to be submitted to the Board, no later than the February 28, 2024 meeting of the Board on how the Authority will implement fare collection on UVX.

5. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.

6. That the corporate seal be attached hereto.

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Approved and adopted this 20th day of December 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Tracy Young, Grants Director Gregg Larsen, Manager of Grant Services

TITLE:

R2023-12-08 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve resolution R2023-12-08 authorizing grant execution by the Executive Director and/or his Designee of grants shown in Exhibit A.

BACKGROUND:
Board Policy 2.2 - Contract Authority, Procurement and Grants requires agency staff to present discretionary grant awards of $200,000 or more to the Board of Trustees for approval at the time of award. Such awards must be approved in the agency budget prior to the Board's approval of the grant agreement.

DISCUSSION:
UTA has been selected to receive two grants from the Federal Transit Authority (FTA) for 5339(c) Low or No Emission Vehicle Program and Small Starts Pre-Award funds. UTA also has been selected to receive 13 grants from the Surface Transportation Block Grant (STBG) funds and Congestion Mitigation & Air Quality (CMAQ) funds from the Metropolitan Planning Organizations (MPO) Wasatch Front Regional Council (WFRC) and Mountainland Association of Governments (MAG). These MPO funds are transferred from the Federal Highway Administration (FHWA) to FTA. A detail list of the grant awards is attached as Exhibit A to the resolution.

ALTERNATIVES:

If the grants are not executed in a timely manner, reimbursement of project costs may be delayed.

FISCAL IMPACT:

All Projects in Exhibit A are accounted for in an approved 2023 Operating or 2023-2027 Approved Capital Plan Budgets.

ATTACHMENTS:

Resolution R2023-12-08

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE GRANT AGREEMENTS FOR SPECIFIED PROJECTS

R2023-12-08 December 20, 2023

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

WHEREAS, the Authority has (i) obtained grants of assistance for the Projects shown in Exhibit A; (ii) secured (or contracted to secure) local match commitments from Stakeholders for the same Projects; and (iii) budgeted Authority funds for the same Projects; and

WHEREAS, UTAH CODE §§ 17B-2a-801 *et seq*. (the "Public Transit District Act") requires the Board of Trustees to review and approve any contract with a value of $200,000 or more; and

WHEREAS, Board Policy 2.2 Contract Authority, Procurement and Grants requires discretionary grant awards greater than $200,000 to be presented to the Board of Trustees (the "Board") for approval at the time of award, and after such award is approved in the Authority's budget; and

WHEREAS, the Board of Trustees understands and recognizes that grant agreements for the Projects, shown in Exhibit A, are ready to be executed and qualify as contracts with a value exceeding $200,000; and

WHEREAS, the Board of Trustees understands and recognizes the time sensitive nature often associated with executing grant agreements and the project schedules the grants are supporting; and

WHEREAS, the Authority's Board of Trustees desires to provide the Executive Director with the authority to execute the grant agreements for the Projects in Exhibit A.

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

1. That the Board hereby approves the grant awards for the Projects identified in Exhibit A.

2. That the Board hereby authorizes the Executive Director to execute the grants for the projects listed in Exhibit A.

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3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the grants for the projects listed in Exhibit A.

4. That the corporate seal be attached hereto.

Approved and adopted this 20th day of December 2023

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

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Exhibit A

Grants Selected for Award as of 11/20/2023 for Board Approval 12/20/2023

Awarding Agency	Funding Program	Project Description	Grant Funds Awarded	Required Local Match	Included in Capital Budget	Included in Operating Budget	Pre-Award Authority Y/N
FTA	FY2023 Small Starts Pre-Award	Midvalley Connector (MSP253)	$ 8,134,600	$ 2,033,650	Y	NA	N
	FY2023 5339 (c) Low or No Emissions	25 CNG buses (REV211)	$ 17,055,353	$ 3,073,101	Y	NA	N
FHWA transfer to FTA - for WFRC and MAG	FY2023 WFRC SLC Transfer - STBG	FY23 TSP/ Preemption Equipment for Transit Vehicles (MSP270)	$ 237,737	$ 17,264	Y	NA	Y
	FY2023 WFRC O/L Transfer - STBG	FY23 TSP/ Preemption Equipment for Transit Vehicles (MSP270)	$ 79,245	$ 5,755	Y	NA	y
	FY2012 WFRC SLC CMAQ	FY12 On-route Electric Bus Infrastructure (REV236)	$ 170,000	$ 12,345	Y	NA	Y
	FY2012 WFRC O/L CMAQ	FY12 Locomotive Rebuild (SGR353)	$ 80,000	$ 5,809	Y	NA	Y
	FY2022 WFRC SLC CMAQ	FY22 Rideshare/Vanpool Management	$ 1,762,271	$ 127,969	NA	Y	y
	FY2023 WFRC SLC CMAQ	FY23 Rideshare/Vanpool Management	$ 157,131	$ 11,410	NA	Y	Y
	FY2023 WFRC O/L CMAQ	FY23 Rideshare/Vanpool Management	$ 157,131	$ 11,410	NA	Y	Y
	FY2023 MAG P/O STBG	Provo to Payson High Capacity Transit Analysis (MSP264)	$ 233,075	$ 16,925	Y	NA	Y
	FY2023 MAG P/O CMAQ	UTA On Board Technology (MSP270)	$ 300,000	$ 21,785	Y	NA	y
	FY2023 MAG P/ OCMAQ	Provo Tiger Ped Bridge (MSP205)	$ 800,000	$ 58,093	Y	NA	Y
	FY2019 WFRC SLC STBG	On-Route Electric Bus Infrastructure (project change from U of U original Board approval 3-11-20) (REV236)	$ 1,750,000	$ 127,078	Y	NA	Y
	FY2021 WFRC SLC STBG	UTA On Board Technology (MSP270)	$ 500,000	$ 36,308	Y	NA	y
	FY2021 WFRC O/L STBG	UTA On Board Technology (MSP270)	$ 200,000	$ 14,523	Y	NA	Y
Total			$ 31,616,543	$ 5,573,425			

Acronyms:

FTA	Federal Transit Administration
FHWA	Federal Highway Administration
STBG	Surface Transportation Block Grant
CMAQ	Congestion Mitigation Air Quality Program
WFRC	Wasatch Front Regional Council
MAG	Mountainland Association of Governments
FY	Federal Fiscal Year
O/L	Ogden/Layton UZA
SLC	Salt Lake City UZA
P/O	Provo/Orem UZA
TSP	Transit Signal Priority
CNG	Compressed Natural Gas

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
FROM: Annette Royle, Director of Board Governance
PRESENTER(S): Annette Royle, Director of Board Governance

TITLE:

R2023-12-09 - Resolution Adopting Revised Bylaws

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-12-09 to adopt the revised Bylaws as presented.

BACKGROUND:
The Utah Public Transit District Act section 17B-2a-808.1 outlines the duties and powers of a large transit district's Board of Trustees. One of those duties includes developing and approving board policies, ordinances and bylaws after consultation with the Local Advisory Council.

The UTA Board of Trustees last updated the Authority's Bylaws in June 2019 and have recently performed a general review of those policies.

DISCUSSION:
The agency is recommending the following Bylaw revisions be approved as presented:

- provide clarity around roles and duties of the Board of Trustees, Local Advisory Council and Officers of the Board.
- add Oath of Office requirements for Board Officers and chief level officers of the Authority.
- consider revision to the organization of the Committee on Accessible Transportation (CAT), which is governed by its own Charter approved by the Board.
- update provisions for electronic meetings as defined in Utah's Open and Public Meetings Act.
- update the requirements for the recording of Board of Trustee and Local Advisory Council votes.

As required by statute, the proposed Bylaw revisions were presented to the Local Advisory Council on November 29, 2023 for their consultation and feedback. With their input we corrected a reference in Article III, Section 3 that allows Advisory Council members to be reimbursed at the "Internal Revenue Service" rate for mileage associated with their duties on the Council. We are now presenting the proposed policy revisions to the Board of Trustees for final review and approval.

Note - the marked-up version of the proposed Authority Bylaw revisions were published in the Local Advisory Council's meeting packet for November 29, 2023 and can be accessed at www.rideuta.legistar.com <http://www.rideuta.legistar.com>

ALTERNATIVES:

The Board may modify the proposed Bylaws revisions prior to adoption.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution R2023-12-09, including revised Authority Bylaws as an attachment.

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING REVISED BYLAWS

R2023-12-09 December 20, 2023

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

WHEREAS, UTAH CODE §17B-2a-808.1 requires the board of trustees of a large public transit district, such as the Authority, to develop and approve board policies, ordinances, and bylaws after consultation with the Local Advisory Council; and

WHEREAS, the Board of Trustees (the "Board") adopts policies to provide leadership and governance to the Authority; and

WHEREAS, on November 29, 2023, the Local Advisory Council reviewed the proposed Revised Bylaws of the Authority, attached as Exhibit A; and

WHEREAS, the Board wishes to adopt the Revised Bylaws.

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

1. That the revised Bylaws attached as Exhibit A are hereby adopted.

2. That this Resolution supersedes Resolution R2019-06-01.

3. That this Resolution stay in force and effect until rescinded, amended, or superseded by further action of the Board.

4. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.

5. That the corporate seal be attached hereto.

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Approved and adopted this 20th day of December 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

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Exhibit A
(Revised Bylaws)

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BYLAWS OF THE

UTAH TRANSIT AUTHORITY

FINAL – Adopted by R2023-12-09

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BYLAWS OF THE UTAH TRANSIT AUTHORITY

ARTICLE I — ORGANIZATION

Section 1. Creation.

The Utah Transit Authority (the "Authority") was created pursuant to the Utah Limited Purpose Local Government Entities - Special Districts Act, Title 17B, Chapter One – and the Utah Public Transit District Act, Chapter 2(a), Part 8 of the Utah Code Annotated 1953, as amended (the "Act"), and is a public transit district organized under the laws of the State of Utah. The Authority is comprised of its Board of Trustees, which may hereinafter be referred to as the Board and its appointees shall be referred to as Trustees; the Local Advisory Council, which shall hereinafter be referred to as the Advisory Council and its appointees shall be referred to as Members; Officers; management; and employees. It is a political subdivision of the State of Utah with those powers specifically granted in the Act and with implied powers necessary to carry out the objectives and purposes of a public transit district.

Section 2. Duties.

A. Trustees, Members, and Officers of the Board shall act in the best interest of the Authority and in accordance with the Constitutions and laws of the United States of America and the State of Utah, the Act, as well as adopted policies.

B. Trustees, Members, and Officers of the Board have a duty to exercise due care, to act with reasonable skill and diligence, and to perform the duties of their office honestly, faithfully, and to the best of their abilities.

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C. Trustees, Members, and Officers of the Board have a fiduciary duty to the entire transit district. They have a duty of loyalty and shall articulate and consider the interests of constituencies in the district and take actions based on the best interest of the entire transit district.

D. Trustees, Members and their alternates, and Officers of the Board have a duty to complete an annual Financial Disclosure Report, sign an annual Code of Conduct form, provide prompt disclosure of conflict of interests, and recuse themselves from discussing or voting on issues for which they have a conflict of interest.

E. Trustees, Members, and Officers of the Board have a duty to comply with the State of Utah Government Records Access and Management Act and to maintain records consistent with applicable retention schedules adopted by the Authority (Utah Code Sec. 63G-2-1 through 63G-2-9).

F. Trustees, Members, and Officers of the Board have a duty to comply with the Utah Open and Public Meetings Act (Utah Code Sec. 52-4-101 through 52-4-305).

G. Trustees, Members, and Officers of the Board have a duty to comply with the State of Utah Public Officers' and Employees' Ethics Act (Utah Code Sec. 67-16-1 through 67-16-15).

H. Trustees, Members, and Officers of the Board have a duty to comply with the Utah Public District Transit Act (Utah Code Sec. 17B-21-801 through 17B-2a-827).

I. Trustees, Members, and Officers of the Board have a duty to maintain the confidentiality of non-public information obtained in their official capacities. They shall not disclose or improperly use non-public information for actual or anticipated personal, economic, or political gain, or for the actual or anticipated personal, economic, or political gain of any other person. They shall not rely on non-public information obtained in an official capacity to acquire a pecuniary interest in any property, transaction, or enterprise.

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J. Each Trustee and Member shall report the business of the Authority to their appointing jurisdictions.

Section 3. Oath of Office.

The oath of office shall be given to all Trustees, Members, Officers of the Board, and Officers appointed by the Executive Director before commencing the duties of the office. Oath of office records must be filed by the Board Secretary in the official governing records of the Authority.

Section 4. Indemnification.

Trustees, Members, and Officers of the Board shall be defended by the Authority against any action, suit, or proceeding arising from an act or omission alleged to have been committed within the scope of official capacity with the Authority to the full extent allowed by applicable law.

Section 5. Attendance.

Each Trustee and Member is expected to serve faithfully, attend all meetings, and perform other assignments in compliance with Board of Trustees and Advisory Council policies.

ARTICLE II — THE BOARD OF TRUSTEES

Section 1. Qualifications, Appointment, Number and Terms of Office.

The required number of Trustees, the terms of office, qualifications, and the process of appointment to the Board of Trustees, shall all be as set forth in the Act, as amended.

Section 2. Powers.

The Board of Trustees shall have the powers provided in the Act, these Bylaws, Board Policies, and other applicable law.

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Section 3. Compensation.

The Advisory Council shall set the compensation of the Board of Trustees in accordance with Utah Code Sec. 17B-2a-808.2.

Section 4. Officers.

The Officers of the Board of Trustees shall consist of all Trustees of the Board, Executive Director, Secretary, Treasurer, Comptroller, and Internal Auditor.

Section 5. Appointment of Officers.

The Chair of the Board of Trustees shall be appointed by the Governor of the State of Utah. The Board of Trustees shall appoint the following Officers of the Board by an affirmative vote of a majority of the Board of Trustees: Executive Director, Secretary, Treasurer, Comptroller, and Internal Auditor. Officers of the Board, with the approval of the Board Chair, may temporarily delegate their responsibilities to another Trustee or administrative staff during a short-term absence of the Officer. The Chair of the Board or a Trustee may only delegate their responsibilities to another Trustee.

Section 6. Responsibilities of Officers.

A. Board Chair.

The Chair shall: preside at all Board of Trustee meetings and all joint meetings of the Board and the Advisory Council; set the agenda for Board of Trustee meetings in consultation with the other Trustees; coordinate the agenda for Advisory Council meetings with the Advisory Council Chair; and establish the duration and timing of public comment. The Chair shall also ensure the proper administration of the Utah Transit Authority Employee Retirement Plan and Trust Agreement.

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B. Board Secretary.

The Secretary shall maintain the official governing records of the Authority; attest to all resolutions, ordinances, policies, or orders passed by the Board of Trustees or Committees; and shall ensure that all necessary documents are filed with appropriate entities.

C. Treasurer.

The Treasurer may be chosen from among the members of the Board of Trustees except that the Board Chair may not be appointed as Treasurer. The Treasurer shall serve as custodian of all money, bonds, or other securities of the Authority and, in consultation with the Advisory Council and Board, shall ensure that the Authority complies with the requirements of the State of Utah Money Management Act.

D. Comptroller.

The Comptroller shall meet the minimum requirements of the Act and shall oversee the Authority's accounting and financial reporting.

E. Internal Auditor.

The Internal Auditor shall: meet the minimum requirements of the Act and shall objectively review the Authority's key processes and related internal controls; evaluate and improve the Authority's risk management, control, and governance processes; and report audit results and recommendations as required by the Act. The Internal Auditor shall also serve as the Authority's Ethics Officer and investigate complaints of ethical violations. The Internal Auditor must operate within the scope of responsibility outlined in an Audit Committee Charter as prescribed in Article V of these Bylaws.

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Section 7. Appointment of Staff.

The Board of Trustees shall hire qualified individuals, set salaries of all Officers and employees, and develop performance targets and evaluations for the Executive Director, Internal Auditor, and any chief level officer.

Section 8. Removal of Officers.

Trustees shall serve at the pleasure of the Governor of the State of Utah. The Executive Director may be removed pursuant to the terms of the Act. All other Board Officers serve at the pleasure of the Board of Trustees and may be removed by a majority vote.

Section 9. Voting Rights and Quorum.

Each Trustee may cast one vote on all questions, orders, resolutions, and ordinances coming before the Board. A majority of all Trustees constitutes a quorum for the transaction of Board business. Except as otherwise provided in these Bylaws or applicable State law, a majority vote or more of a quorum is sufficient to carry any order, resolution, ordinance, or proposition before the Board of Trustees.

ARTICLE III — THE LOCAL ADVISORY COUNCIL

Section 1. Qualifications and Appointment.

The required number of Members, the terms of office, qualifications, and the process of appointment to the Advisory Council shall all be as set forth in the Act, as amended.

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Section 2. Powers.

The Advisory Council shall have the powers provided in the Act, these Bylaws, policies, and other applicable law.

Section 3. Compensation and Reimbursement.

Advisory Council Members shall be compensated at the same rate published in Utah Administrative Code R25-5 Payment of Meeting Compensation (Per Diem) to Boards. Members shall be reimbursed at the Internal Revenue Service rate for mileage associated with travel to official UTA meetings and functions. Members shall be reimbursed at the State of Utah reimbursement rate for meals purchased when representing the Authority in their official capacity as Advisory Council Members.

Section 4. Officers.

The Officers of the Advisory Council shall consist of a Chair, Vice-Chair, and Second Vice-Chair. Officers, with the approval of the Advisory Council Chair, may temporarily delegate their responsibilities to another Member during a short-term absence of the Officer.

Section 5. Election/Appointment.

Members of the Advisory Council shall nominate and elect a Chair, Vice-Chair, and Second Vice-Chair by majority vote of council membership.

Section 6. Term of Office.

Officers of the Advisory Council shall serve for a period of one year. The Advisory Council Chair may serve a maximum of two one-year terms.

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Section 7. Duties.

A. Advisory Council Chair.

The Advisory Council Chair shall preside at all Advisory Council meetings. The Advisory Council Chair shall ensure that the Advisory Council carries out its duties under the Act and shall coordinate the agenda with the Board Chair. The Advisory Council Chair shall serve as the liaison with the Board.

B. Advisory Council Vice-Chair.

In the absence of the Advisory Council Chair, the Advisory Council Vice-Chair shall carry out the duties of the Advisory Council Chair.

C. Advisory Council Second Vice-Chair.

The Advisory Council Second Vice-Chair or the Board Secretary shall attest to all resolutions, ordinances, or orders passed by the Advisory Council.

Section 8. Removal from Office.

Advisory Council Officers may be removed by a majority vote of the Advisory Council. Advisory Council Members may be removed by a majority vote of the Advisory Council for ethical violations or criminal conduct.

Section 9. Voting Rights and Quorum.

Each Member may cast one vote on all questions, orders, resolutions, and ordinances coming before the Advisory Council. A majority of all Members constitutes a quorum for the transaction of Advisory Council business. Except as otherwise provided in these Bylaws or applicable State law, an affirmative vote by fifty percent (50%) or more of a quorum is sufficient to carry any

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order, resolution, ordinance, or proposition before the Advisory Council. A quorum is not required for the adoption of a motion to adjourn.

Section 10. Alternate Council Member Representation.

Each appointing authority shall have the right to select alternative representatives ("Alternate") to the Advisory Council so that each appointing authority may be adequately represented. Each appointing authority desirous of selecting an Alternate shall do so in accordance with the procedures for selecting Council Members. If the appointing authority's Member is not present at a meeting of the Advisory Council or a committee meeting, then a properly designated Alternate may participate in the meeting, make motions, count toward a quorum, and vote in matters before the Advisory Council. Alternates should take steps necessary to be fully informed on actions to be taken at meetings in which they represent their appointing authority.

ARTICLE IV — EXECUTIVE DIRECTOR

Section 1. Powers.

The Executive Director shall have all of the powers, duties, and responsibilities granted and imposed by the Act and those assigned by the Board of Trustees. In the event the position of Executive Director is vacant, an Interim Executive Director may be given an interim appointment by the Board of Trustees until the position is filled.

Section 2. Compensation.

The compensation of the Executive Director shall be established by the Board of Trustees.

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Section 3. Removal of Executive Director.

The removal of an Executive Director shall be governed by the Act.

ARTICLE V — COMMITTEES

Section 1. Committees.

The Board of Trustees may establish standing or ad hoc committees ("Committees") deemed appropriate and shall designate their functions. Committees shall be established, amended, or disbanded by adoption of a Board Resolution at a duly noticed Board of Trustees meeting. Committees shall meet as needed or as determined by the Board Chair and once established, by the Committee chair. Members of Committees shall be appointed by the Board Chair and serve at the pleasure of the Board Chair.

Section 2. Audit Committee.

The Authority establishes an Audit Committee to direct the Internal Auditor to conduct audits determined to be most critical to the organization and to hear reports from the Internal Auditor and external auditors. The Audit Committee shall consist of the Board of Trustees, the Chair of the Advisory Council, and the Vice-Chair of the Advisory Council. The Chair of the Board of Trustees shall serve as the Chair of the Audit Committee. The Audit Committee shall function under the terms of an adopted charter, which it shall review annually.

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ARTICLE VI — MEETINGS OF THE BOARD AND ADVISORY COUNCIL

Section 1. Open and Public Meetings.

All meetings of the Board of Trustees, Board Committees, and the Advisory Council shall be open to the public and comply with the State of Utah Open and Public Meeting Act.

Section 2. Meeting Schedule.

At the beginning of each fiscal year, the Board of Trustees and Advisory Council shall establish a regular meeting schedule by resolution.

Section 3. Special Meetings.

The Chair of the Board of Trustees shall call Special Meetings of the Board of Trustees and joint Special Meetings of the Board of Trustees and Advisory Council, as necessary. The Chair of the Advisory Council shall call Special Meetings of the Advisory Council, as necessary.

Section 4. Notice of Meetings.

Notice of all regular meetings, special meetings and emergency meetings of the Board of Trustees and Advisory Council shall be by electronic means to Trustees and Members at electronic mail address as shown in the records of the Authority. Notice of emergency meetings shall be given to Trustees and Members at least twenty-four (24) hours before the meeting, if possible. In the event twenty-four (24) hour notice is not possible, each Trustee and Member shall receive the best notice which practicably can be given. Notice for emergency meetings may be oral, written, or electronic. Notices of meetings shall contain the date, time, place, and an agenda for the meeting. Notice of meetings shall be posted on the Utah Public Notice Website.

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Section 5. Minutes of Meetings.

Minutes of meetings shall be prepared and available to the public as required by the State of Utah Open and Public Meetings Act.

Section 6. Electronic Attendance at Meetings.

A Trustee or Member may attend a meeting via electronic means if:

A. The Trustee or Member provides twenty-four (24) hour advance notice to the applicable Chair. A Trustee or Member attending a meeting electronically shall be counted as present for purposes of a quorum and may fully participate and vote. Only one Trustee or Member is required to be physically present at an anchor location for meetings that other Trustees or Members attend electronically; or

B. The Chair of the Board determines an electronic meeting is necessary due to substantial risk to health and safety as authorized in the State of Utah Open and Public Meetings Act.

Section 7. Order of Business.

The business of all meetings of the Board of Trustees and Advisory Council shall be transacted as far as practicable in the order of business set forth in the agenda. At any meeting where a new Trustee and Member is to take the oath of office and be seated, such ceremony shall be conducted prior to the determination of a quorum.

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ARTICLE VII — CONDUCTING BUSINESS

Section 1. Resolutions, Orders, Ordinances, and Motions — Vote Recorded.

Every formal action by the Board of Trustees and Advisory Council shall be taken by the passage of a resolution, order, ordinance, or motion by the Board of Trustees or Advisory Council. Resolutions and Ordinances of the Board of Trustees shall be by roll call vote with each affirmative and negative vote recorded; all other actions of the Board will be taken by acclamation with each affirmative and negative vote recorded. Resolutions and motions of the Advisory Council may be taken by acclamation with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and Member by electronic means at least twenty-four (24) hours before the ordinance is presented for adoption**.** All resolutions and ordinances passed by the Board of Trustees and Advisory Council shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Advisory Council Second Vice-Chair and kept in the official records of the Authority. A record of meetings of the Board of Trustees and Advisory Council shall be made and retained as provided by law.

Section 2. Adoption and Amendment of Bylaws.

These Bylaws may be adopted and amended by an affirmative vote by a majority of the Board of Trustees after consultation with the Advisory Council.

Section 3. Fiscal Year.

The fiscal year of the Authority shall commence on January 1 and end on December 31 of each calendar year.

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Section 4. Principal Place of Business.

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board of Trustees. The Board Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

Section 5. Budget.

The Authority shall prepare an annual budget for the consideration of the Board of Trustees each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and after consulting with the Advisory Council, the Board of Trustees shall adopt a final annual budget prior to the end of each fiscal year.

Section 6. Audit Reports.

A. Annual Audit.

The Board of Trustees shall cause an annual audit of the Authority's financial statements to be conducted in accordance with generally accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public accounting firm selected by the Board of Trustees. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

B. Other Audits.

In consultation with the Advisory Council, the Board of Trustees may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act.

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These revised Bylaws were approved this 20th day of December 2023.

_____
Chair, Board of Trustees

_____
Secretary of the Authority

Approved as to Form:

DocuSigned by:
David Wilkins
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Legal Counsel

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
11-14-2018	R2018-11-01 (11-28-2018)	Adopted new Bylaws to reflect legislative changes to the Public Transit District Act and UTA governance (SB136 - 2018 Legislature); replaces Bylaws previously approved in R2017-02-01.
06-12-2019	R2019-06-01 (06-19-2019)	Adopted revised Bylaws that: a) updated Local Advisory Council (LAC) naming b) provided for short-term delegation of authority by Board or LAC Officers c) clarified duties of the Board Chair, Audit Committee, and Internal Auditor d) provided criteria for LAC member reimbursement of expenses d) removed Pension Committee from Bylaws to be governed by Board Resolution.
11-29-2023	R2023-12-09 (12-20-2023)	Adopted revised Bylaws that: a) clarified duties of Board, LAC and Officers of the Board b) added Oath of Office requirement for chief level officers c) removed Committee on Accessible Transportation from Bylaws to be governed by Charter approved by the Board d) updated OPMA electronic meeting requirements e) removed roll call vote requirement for LAC.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S):	Alisha Garrett, Chief Enterprise Strategy Officer Cherryl Beveridge, Chief Operating Officer Tigran Melikyan, Director of Business Analysis

TITLE:

Contract: Operations Work Assignment and Tracking System (Trapeze Software Group Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with Trapeze Software Group for workforce management and enterprise asset management systems for a firm fixed price of $20,996,244 over seven years.

BACKGROUND:
Operator Work Assignment Tracking System (OWATS), the current Workforce Management tool used by Utah Transit Authority, is at end of life containing outdated code with potential security vulnerabilities and limited functionality. This procurement would enable Utah Transit Authority to modernize its Workforce Management capabilities and add Enterprise Asset Management functionality to natively integrate with Operations Planning tools as part of a robust Operations System. Doing so will consolidate multiple disparate systems, improve team member working experiences by improving business processes, and enhance ongoing support.

DISCUSSION:
Through a multiyear review of business needs and requirements gathering conducted by the Enterprise Strategy Office in partnership with the Operating Office, a Request for Proposal was issued in August through September of this year seeking a replacement for the Operations Work Assignment and Tracking System. A cross-functional selection committee comprised of representatives from the Operations, Maintenance, Supply Chain, Operations Planning, and Operations Analysis and Solutions teams determined Trapeze Software Group

to be the best vendor to provide the required solution.

This source selection was conducted as a full and open competition with multiple responding offerors. The Request for Proposal specified the Workforce Management System effectively manage the entire bid-to-pay process for operators, conductors, engineers, train hosts, and other Utah Transit Authority team members while adhering to regulatory requirements. Also, it was specified the Enterprise Asset Management system facilitate efficient asset management and maintenance work order processes while ensuring data accuracy and reliability enabling the Utah Transit Authority to understand the total cost of ownership for all managed assets.

To ensure complete benefit realization, robust Organizational Change Management support emphasizing the People side of change had been considered and included as part of the 3-year project implementation plan for the replacement system.

The proposal submitted by Trapeze was determined to the best value for UTA and the taxpayer.

CONTRACT SUMMARY:

Contractor Name:	Trapeze Software Group, Inc.
Contract Number:	23-03738
Base Contract Effective Dates:	12/20/2023 - 12/20/2030
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$20,996,244
Procurement Method:	RFP - Best Value
Budget Authority:	2024-2028 Capital Plan and Operating Budget

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ALTERNATIVES:

Repost Request for Proposal to select another vendor to procure like systems or develop functionality, which will continue to expose Utah Transit Authority to potential security and regulatory risks.

FISCAL IMPACT:

$20,996,244 Split between Capital and Operating Budget

ATTACHMENTS:

Contract

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IT Software and Services Contract

UTA CONTRACT NO. 23-03738CG

Operations Work Assignment and Tracking System

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and Trapeze Software Group Inc.**,** a Delaware corporation (the "Contractor" or "Trapeze").

RECITALS

WHEREAS, on September 8, 2023, UTA received competitive proposals to provide an Operations Work Assignment and Tracking System and (as applicable) all associated software, installation services, commissioning and testing services, training and documentation (collectively, the "Solution")

AND WHEREAS, UTA wishes to procure, and Trapeze wishes to supply, the Solution in accordance with the terms and conditions of this Contract, and as may be further refined, specified, detailed and mutually agreed upon in accordance herewith; and

AGREEMENT

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

1. **DEFINITIONS**

Documentation: shall mean the Enterprise Asset Management (EAM); Workforce management (WM); Risk, Incident Management and Safety Compliance (RISC) product (as described in the attached Exhibit B) user manuals, product software documentation and product training materials pertaining to the Trapeze Software

End of Life or EOL: shall refer to when Trapeze decides to cease support (as such support is described in the attached Exhibit B for the Software

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SaaS Terms & Conditions: shall mean the “Trapeze SaaS Terms and Conditions” as set forth in Exhibit A of this Contract, which govern the provision, use, and access to the [Insert Product Name] (the “SaaS Product”) and any related services (the “SaaS Services”, collectively with the SaaS Product, the “SaaS Scope” and together with the Software and Services, the "Solution")

Services: shall mean those services as outlined in the attached Exhibit B excluding the SaaS Services and Subscription Services (as defined in the SaaS Terms & Conditions)

Software: shall refer to both the Trapeze Software and Third-Party Software collectively as described in the attached Exhibit B

Software under Maintenance: shall mean the Trapeze Software designated in Exhibit B as eligible for maintenance support described in Exhibit D

Third Party Software: shall mean any licensed software products, as further may be outlined in Exhibit B, that are provided hereunder which are not Trapeze intellectual property

2. **SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Solution in accordance with and as described in the Contract and as may be further refined, specified, detailed and mutually agreed upon in accordance herewith.

The parties hereby acknowledge that changes to the scope of services may become necessary as the result of changed conditions during the term of this Contract, and the parties hereby agree to negotiate such changes in good faith. However, any changes to the scope of services must be made in writing signed by both parties.

3. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software and Services (made via purchase order or other agreed order method) during a seven (7) - year period expiring on the seven (7) year anniversary of the Effective Date. Trapeze and UTA shall have the option to extend this Contract, if necessary, to accomplish additional tasks that are mutually agreed to by the parties. Such extension may only be exercised upon mutual agreement by Trapeze and UTA, evidenced in writing, at least thirty (30) days prior to the expiration of the initial term. The rights and obligations of Trapeze and UTA under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

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4. **SOFTWARE LICENSE**

In consideration of payments to be made by UTA to Contractor as set out below, Contractor agrees as follows:

(a) Contractor hereby grants to UTA a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by Contractor and on hardware approved by Contractor as of the License Date referred to in Exhibit B ("**License Date**"), restricted to the places of business of UTA, for UTA's own operations, in accordance with the operational characteristics described in Exhibit B.

(b) Contractor hereby grants to UTA a personal, non-transferable, non-exclusive license to use the Documentation as of the License Date, but only as required to exercise the Software license granted herein.

(c) UTA may make one back-up copy of the Software. UTA may use the production copy of the Software solely to process UTA's own data, and the software may not be used on a service bureau or similar basis to process data of others.

(d) The license to use the database underlying the Software ("**Trapeze Transit Database**") is granted to UTA solely for the development of internal reports by UTA and for the integrated operation of the Software components. Unless expressly included herein all other access rights to the Trapeze Transit Database are excluded from this Contract, and UTA shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze Transit Database. Notwithstanding the previous two sentences, UTA may develop interfaces the Trapeze Transit Database either (i) on its own based on the information and Documentation provided by Contractor to extract data for its internal benefit, so long as such interfaces do not write to, edit, modify or materially degrade the performance of the Trapeze Transit Database or (ii) to a Contractor-published application programming interface, which may be licensed from Contractor. However, UTA shall retain ownership of the raw data that is inputted into the Trapeze Transit Database and any data generated thereof.

(e) In the case of any third-party equipment, Third Party Software, related documentation, or third-party services provided under this Contract, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The terms and restrictions of the license grants contained in this Section 4 in addition to any other terms required by any third-party licensor(s), will apply to the use of any Third Party Software and related documentation, and the licensors of such Third Party Software are third party beneficiaries of the rights

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granted under those terms. Where required, UTA shall enter into a separate end-user-license agreement depending on the product(s) procured. UTA may only transfer any Software or Third-Party Software embedded with any equipment in accordance with the terms and conditions of this Contract and/or applicable terms required by any third-party licensor(s) that apply to the Third Party Software.

(f) Other than the rights of use expressly conferred upon UTA by this paragraph, UTA shall have no further rights to use the Software, Third Party Software, or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Contractor. Contractor shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Contract. Furthermore, neither this Contract nor the delivery of any Services hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Contract or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Contractor. UTA agrees to: (i) take reasonable steps to maintain Contractor's and/or its subcontractors' intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the Software, Third Party Software or Documentation, or copies of the Software, Third Party Software or Documentation, to third parties except where UTA may disclose software to designated government representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Software, Third Party Software or Documentation either directly or indirectly for the benefit of any other person or entity, and (iv) not use the Software or Documentation, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without Contractor's written consent.

5. **SOFTWARE SERVICES**

As applicable, in accordance with the terms of Exhibit B, Contractor will perform Services related to UTA's use of Software. Such Services may include installation, modification, testing, training, and additional services as described in the attached Exhibit B and/or in the attached Exhibit D in the case of maintenance services ("Maintenance Services").

The parties agree that certain additional Services, including but not limited to training, installation, or testing, may be added by the parties' representatives via a Change Order under this Contract. The parties agree that pricing and scope of such additional Services will be finalized between the project managers and any Change Orders or purchase orders associated with such additional Services shall be governed by the terms of this Contract, notwithstanding the presence of any standard terms and conditions associated with such Change Orders.

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6. SOFTWARE ACCEPTANCE

Upon completing the delivery, installation, and testing of the Software, Contractor will notify UTA in writing. UTA will then have ten (10) business days in which to conduct acceptance tests (as described in the attached Exhibit B) in order to ensure that the Software operates in all material respects as specified in the Documentation (the "Acceptance Period"). At the end of the Acceptance Period, UTA will be deemed to accept the Software unless Contractor receives prior written notice outlining the nature of the Significant Failures in the Software. Furthermore, if UTA puts the Software into operational and functional use prior to the expiration of the Acceptance Period, UTA will be deemed to accept the Software at the time of such usage. The Software will be deemed to be in operational and functional use when UTA first uses the Software to support its then current operations in any capacity. The acceptance date for the Software will be established based on the earlier of these two occurrences: either the end of the Acceptance Period without written notification of Significant Failures, or the initial operational and functional use of the Software by UTA.

A "Significant Failure" will mean a failure of the Software to function in accordance with the requirements of the Documentation, where such a failure causes the Software to be inoperable or significantly impairs the functionality of the Software such that there is a critical impact on business operations. Failures that are, without limitation, the result of any operator error, UTA's or its subcontractors' actions or omissions, abuse or misuse of the products or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

7. SOFTWARE MAINTENANCE

During any warranty period and for any annual support period for Software under Maintenance, for which maintenance fees have been paid in full by UTA, and the Software under Maintenance has not reached its End of Life:

a. Contractor will maintain (i) the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation, and (ii) one (1) instance of the Software in a test environment and one (1) additional instance of the Software in a production environment.

b. In the event that UTA detects any errors or defects in the Software, Contractor will provide Maintenance Services in accordance with Exhibit D (Customer Care Service Level Objectives) . Maintenance Services are available through a telephone software support line from Monday to Friday, 8 am to 8 pm EST (Except North American holidays) and an available twenty-four hours per day line for emergency support in accordance with the Contractor Service Standards. Upon registration by UTA, Contractor will also provide UTA with access to its software support website.

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c. Contractor will post notices of available upgrades of the Software under Maintenance on its website and copies of the release notes for download. Contractor will provide UTA with upgrades of the Software at no additional license fee charge, but there may be license fees charged with regards to Third-Party Software. Upgrades shall be performed during normal business hours. After hours support shall be performed in accordance with standard Customer Care practices as set forth in Exhibit D, Customer Care Service Level Objectives.

d. UTA shall provide Contractor with remote access to UTA's computers on which the Software under Maintenance is installed. Contractor shall provide any updates or upgrades to the Software under Maintenance via remote connection. Should UTA request or the nature of the upgrade requires any on-site maintenance and support services, Contractor reserves the right to charge its standard applicable service fees plus expenses related to such services.

e. Contractor may issue service notifications indicating recommended or mandatory changes to the Software under Maintenance covered under this Contract.

f. Upgrades will be provided with updated Documentation where available and appropriate.

g. Documentation for Software Difficulty: Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, UTA shall promptly issue a trouble report to Contractor that shall include the following information:

   i. Date of performance anomaly;
   ii. Software module in question and location of where Software is installed;
   iii. Detailed system description of performance anomaly;
   iv. Version number of Software and severity/impact to UTA's operations;
   v. Contact name and phone number.

   The trouble report information may also be communicated verbally to Contractor via telephone. Contractor shall forward the trouble report to the designated repair technician.

h. Software Excluded from Maintenance: The parties agree that the above Maintenance Services shall not apply to maintenance of Third-Party Software and Contractor shall be under no obligation to provide any maintenance Services to UTA with respect to such third-party Software. Contractor shall be the first point of contact with respect to embedded Third Party software, but remedial services may be required from the respective third party provider. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects, or performance issues in the Software which are caused by the actions or omissions of UTA, its employees, contractors or vehicle riders described in the following sentence. In the event that Software is subjected to any of the conditions below by UTA or any third parties, such Software shall be excluded from maintenance service coverage:

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i. Software subjected to negligence;
ii. Software subjected to cannibalization or vandalism;
iii. Software subjected to alteration or repair in a manner which conflicts with Contractor's written repair procedures, specifications, or license terms;
iv. Software subjected to inadequate handling;
v. Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
vi. Software altered as a result of third party service bulletins.

i. Disclaimer: Contractor does not represent or warrant that the Software under Maintenance shall meet any or all of UTA's particular requirements; or the operation of the Software under Maintenance shall be error-free or uninterrupted. Additionally, Contractor makes no representations with respect to any third-party tablets that are procured by UTA. UTA's sole and exclusive remedy and Contractor's entire obligation for breach of the obligations hereunder shall be to either repair or replace the defective Software under Maintenance.

8. **END OF LIFE ("EOL")**
   a. Contractor will notify UTA at least 18 months before EOL.
   b. Support During Notice Period: Contractor will provide regular support until the EOL date as described in the attached Exhibit B.
   c. Post-EOL: After EOL, Contractor has no obligation to provide support or updates. Extended support may be available under a separate agreement.
   d. License Post-EOL: UTA may continue using the last version of the Software with no further support.
   e. Disclaimer of Warranties Post-EOL: Should UTA continue to use the Software Post-EOL, the Software is provided "as is" with all faults, and without warranty of any kind. Contractor hereby disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. UTA assumes full responsibility for the continued use of the Software post-EOL and agrees that Contractor is not liable for any claims or damages arising from such use, including but not limited to any failure of the Software to perform as expected, comply with specifications, or adhere to documentation.

9. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Software have been delivered and the Services have been performed.

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10. **INCORPORATED DOCUMENTS**

The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the software and services;

3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

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The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

11. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. Software and Associated Services Supply Contract including Exhibits B, C and D but excluding Exhibit A (Trapeze Subscription License)

2. For any and all matters specifically related to the SaaS Scope of this Contract, the SaaS Terms and Conditions outlined in Exhibit A shall have overriding authority. Where Exhibit A is silent or does not explicitly address certain issues, the terms set forth in the Software and Associated Services Supply Contract (including Exhibits B, C, and D) will then apply

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 software and services

4. Contractor's Bid or Proposal including proposed terms or conditions

12. **LAWS AND REGULATIONS**

The Solution furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

13. **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 delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

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b. Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services in accordance with Exhibit B. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    i. Contractor Name
    ii. Unique Invoice Number
    iii. PO Number
    iv. Invoice Date
    v. Detailed Description of Charges

c. . Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

d. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. Invoices not submitted electronically shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

e. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Software or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

8. **WARRANTY OF SOFTWARE AND SERVICES**

a. Contractor warrants that all Software and Services shall conform in all material respects to the specifications, drawings, standards, samples, and other descriptions as applicable and set forth in this Contract, the attached Exhibit B and/or the Documentation.

b. Contractor warrants the individual Software component to operate in all material respects as specified in the Documentation for a period of one hundred and twenty (120) days from the date upon which the individual Software component is installed. For any breach of this warranty, UTA's sole and exclusive remedy and Contractor's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Contractor.

c. Notwithstanding, no warranty is provided or included by Contractor with respect to any third party licensed products including any embedded third-party software or equipment. Contractor shall flow through any and all third-party warranty terms that may apply. Contractor agrees that it shall be the first point of contact for corrective or remedial services with respect to any embedded software, however specific support and upgrades for such embedded software shall be delivered through the applicable third-party provider. Any third-party licenses or services required to migrate the Software due to any future upgrade or migration of the embedded software are not included in the pricing under this Contract and will be separately quoted by Contractor.

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d. Contractor warrants that the Solution complies with all applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

e. The foregoing warranties are in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. Contractor does not represent or warrant that the Software will meet all of UTA's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

9. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitee(s)") from and against all third party claims, actions, direct damages, losses, and expenses including without limitation reasonable attorneys' fees and verifiable costs (hereinafter referred to collectively as "claim(s)") directly related to bodily injury, including death, or loss or damage to tangible or real property to the extent caused by the willful misconduct or gross negligence of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim arising directly 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 shall indemnify Indemnitees for such claim directly arising from 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.

10. **LIMITATION OF LIABILITY**

a. Contractor and UTA do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract. The only remedy available to UTA for breach of warranty is for breach of contract under the terms of this Contract. This does not preclude a claim for fraud.

b. Contractor does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. Contractor shall not be responsible for any claims, damages, costs or losses whatsoever arising out of UTA's connection to or use of the internet or of any mobile or wireless network.

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c. Contractor will not be liable to UTA or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of

(i) UTA's use of map or geographical data, owned by UTA or any third party, in conjunction with the Solution or otherwise; or

(ii) UTA's use of the Solution insofar as the Solution may be used to store transmit display or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from applicable public disclosure law

d. Contractor will not be liable to UTA or any third party for losses or damages suffered by UTA or any third party which fall within the following categories:

i. incidental, consequential, special, exemplary or punitive damages, whether foreseeable or not;
ii. special damages even if Contractor was aware of circumstances in which special damages could arise;
iii. indirect damages, including those for loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind, whether foreseeable or not.

e. Notwithstanding any other provision of this Contract, the total aggregate liability of the Contractor to UTA under or in connection with this Contract, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the sum of 9 million USD. This limit shall apply to all claims, actions, direct damages, losses, and expenses including without limitation reasonable attorneys' fees and verifiable costs. The only exception to this limit on liability, in accordance with applicable law, is for reasonably foreseeable loss or damage caused by the Contractor's gross negligence or willful misconduct. This clause is intended to be as broad and inclusive as permitted by those laws. If any portion of this clause is held invalid, the remainder shall continue in full legal force and effect.

11. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its 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

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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
   - Each Occurrence $2,000,000

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

   Employers' Liability

   Each Accident $100,000

   Disease – Each Employee $100,000

   Disease – Policy Limit $500,000

   a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

   b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

   The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this Contract.

   Each Claim $1,000,000

   Annual Aggregate $2,000,000

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this Contract are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure

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for this Contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

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

12. **OTHER INDEMNITIES (INTENTIONALLY OMITTED)**

13. **INTELLECTUAL PROPERTY INFRINGEMENT**

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In the event of an intellectual property infringement claim by a third party, Contractor will defend UTA in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. Contractor will pay any award rendered against UTA by a court of competent jurisdiction in such action, provided that UTA gives Contractor prompt notice of the claim and Contractor is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Contractor's opinion is likely to become, the subject of such a claim, Contractor may either modify the Software to make it non-infringing or terminate this Contract as it relates to the infringing portion of the Software. This is Contractor's entire liability concerning intellectual property infringement. Contractor will not be liable for any infringement or claim based upon any modification of the Software developed by UTA or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by Contractor, or use of the Software contrary to this Contract or the Documentation.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

a. 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-

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percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Software and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **SECURITY FEATURES**

The proposed solution must have a high level of cyber security and have a unique URL for UTA. All UTA data must be kept in a separate database and never commingled with other customers' data. Activity auditing must be available for all actions and be trackable by user. Specific technical details of the security measures in place should be include in the submission for review by UTA's Information Security team. **Proposed solution must comply with UTA Security Requirements for SaaS/Customed Developed Systems found at Exhibit C.**

19. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void. Notwithstanding the foregoing, this Contract, may be assigned by Contractor by way of merger or acquisition.

20. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Software and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the

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Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

21. **TERMINATION**

a. **FOR CONVENIENCE**: Should UTA experience a shortfall in the public funding required to continue funding this contract, it shall have the right to terminate the Contract for convenience by providing ninety (90) calendar days' prior written notice to Contractor, such notice shall contain the effective date of such termination. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs, at UTA's sole expense.

b. **FOR DEFAULT:** If either party (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, the non-defaulting party may, in its discretion, after first giving the defaulting party thirty (30) days written notice to cure such default:
    1. Terminate the Contract (in whole or in part) for default and obtain the Software and Services using other contractors or its own forces, in which event the defaulting party shall be liable for all reasonable incremental costs so incurred by the non-defaulting party;
    2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
    3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall immediately discontinue all work affected (unless the notice directs otherwise). . Contractor shall also remit a final invoice for all Services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination.

d. **UTA'S POST TERMINATION OBLIGATIONS:**

a. Notice of Termination: In the event of termination, except when initiated by UTA for default, both parties shall immediately begin efforts to jointly determine the project milestones' completion percentage upon receiving a notice of termination. This determination should be undertaken in good faith. If an agreement on the completion percentage is not reached by the termination's effective date, the most recently agreed-upon schedule will then be used to calculate the completion percentage.

b. Calculation of Termination Payment:

i. **Complete Milestones:** The Contractor will be entitled to full payment for all milestones that have are complete as of the termination effective date.

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ii. **Incomplete Milestones:** For milestones in progress at the time of termination, a proportional payment will be calculated. This is derived by applying the percentage of completion, as per the latest schedule, to the designated value of these milestones or as may be mutual agreed in writing between the Parties in accordance with this Section 21.

iii. Overall Settlement Amount: The termination payment will be calculated by adding the full amount for completed milestones and the prorated amount for incomplete milestones, as established in accordance with this Section 21. From this combined total, any prior payments made by UTA for these milestones will be subtracted. The resulting sum will be the final termination payment due from UTA to the Contractor, to be paid within 30 days of the termination effective date.

iv. **Reimbursement of Costs:** In addition to the termination payout, the Contractor shall be entitled to reimbursement for all actual and verifiable costs directly caused by the early termination of this Contract. Such costs must be substantiated with appropriate documentation and shall be subject to review and approval by UTA, which shall not be unreasonably withheld. Costs shall be conclusively deemed approved if UTA does not respond within 30 days following submission of such costs by the Contractor.

v. **Final Settlement:** The termination payout, together with the reimbursement of actual and verifiable costs, shall constitute a full and final settlement of the claims of the Contractor against UTA under this Contract. Upon payment of these amounts to the Contractor, the Contractor shall have no further claims against UTA related to the early termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written Change Order, direct changes in the work including, but not limited to, changes:

   a. In the scope of services;
   b. In the method or manner of performance of the work; or
   c. In the schedule or completion dates applicable to the work.

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

b. A change in the work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the work if: (i) subsequent to the Effective

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Date of this Contract, there is a change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which modify the magnitude, character or complexity of the work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in work, Contractor must give UTA's Project Manager or designee written notice stating:

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

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) business days after Contractor becomes aware of the facts and circumstances giving rise to the "constructive" change.

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

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

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

Software may contain or, subject to five (5) days written prior notice Contractor will have the right to install, a reporting tool that audits and transmits information periodically to Contractor regarding the usage and operational characteristics of the Software. The purpose of any audit will be to verify compliance with the terms and conditions of this Contract. UTA acknowledges that the Software may include license keys, password protection, anti-copying subroutines and other security measures designed to limit usage of the Software to that which is licensed hereunder. Such

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measures shall not interfere with UTA's normal and permitted operation of the Software as licensed hereunder. UTA and Contractor will amend the Contract to account for any increased operational characteristics revealed by an audit and UTA shall promptly pay to Contractor any amounts shown by any audits to be owing to Contractor.

24. **FINDINGS CONFIDENTIAL**

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

a. It is hereby agreed that the following information is not considered to be confidential:
   A. Information already in the public domain.
   B. Documents, reports, information, or other data and materials prepared or assembled by Contractor or subcontractor under the Contract as part of it's regular course of business and/or that does not contain information and/or data specific to UTA
   C. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
   D. Information developed by or in the custody of Contractor before entering into this Contract.
   E. Information developed by Contractor through its work with other clients; and
   F. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION**

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

UTA shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Contract without prior written consent of Contractor, which such consent shall not be unreasonably withheld. Neither UTA nor any of its personnel shall publish or reproduce or arrange press releases regarding Contractor without the prior written consent of Contractor upon such terms as may be agreeable to Contractor. Contractor reserves the right to publish the results of the work done under this Contract after concurrence from UTA.

26. **PROJECT MANAGER**

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UTA's Project Manager for the Contract is Tigran Melikyan, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (385) 563-5725.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (01)287-3013.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
Utah Transit Authority
ATTN: Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101
C.Adminstrator@rideuta.com

If to Contractor:
Trapeze Software Group, Inc.
ATTN: Legal Dept
5060 Spectrum Way
Mississauga, ON L4W 5N5
legal@trapezegroup.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

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"Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process in this Contract. Claims must be made by written notice.

Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the work pending final resolution of a Claim. UTA shall continue to pay any undisputed payments related to such Claim; provided however, in the event the Claim is not resolved within 60 days following the third escalation of the dispute, Contractor may choose to halt work until a resolution is reached and will be entitled to an interim payment described in the above Section 21(d). The responsibility to substantiate claims rests with the party making the Claim or in the case of Change Order disputes, the party requesting the change.

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.

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chief Enterprise Strategy Ofc/Contractor's Project Sponsor – Amie Cheng, Director of Professional Services	Five calendar days
UTA's Executive Director/Contractors General Manager, Steve Sawyer	Five calendar days

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the escalation process within 30 days of the commencement of the process, it may, upon the filing of a request for arbitration by either party, be referred to and finally determined by arbitration in accordance with the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS arbitrator. If, before the expiration of the said period of 30 days, either party fails to participate or to continue to participate in the escalation process, the dispute, controversy or claim shall, upon the filing of a request for arbitration by the other party, be referred to and finally determined by arbitration in accordance with the JAMS process. The place of arbitration shall be in accordance with the venue provisions of this Contract. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of the governing law provisions of this Contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in State of Utah. Contractor consents to the jurisdiction of such courts.

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32. **COSTS AND ATTORNEY FEES**

If any party to this Contract brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

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

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this Contract.

34. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

35. **AMENDMENTS**

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

36. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to fire, riot, acts of God and/or war which are beyond that party's reasonable control. In the event of such delay, Trapeze is entitled to a day for day extension. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

37. **NO THIRD-PARTY BENEFICIARIES**

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

38. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

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39. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

40. **NONWAIVER**

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

41. **SALES TAX EXEMPT**

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

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

(Signature page follows)

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By_____

TRAPEZE SOFTWARE GROUP, INC.

By_____
Name Mark Miller
Title Director

By_____
Name Brian Beattie
Title Director

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Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...

11/30/2023

UTA Legal Counsel

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EXHIBIT A
TRAPEZE SaaS TERMS AND CONDITIONS (the "Agreement")

For the purposes of this Exhibit A, where a term is explicitly defined herein, such definition shall prevail over any definition of the same term in the main Contract. If a term used in this Exhibit A is not defined within its context, it shall be interpreted in accordance with its definition as provided in the main Contract

Subscription Services. Trapeze will make available to UTA (on a non-exclusive basis) the Subscription Services indicated in the attached as Exhibit B to this Contract (the "**Services**"). UTA agrees that its purchase of a subscription to the Subscription Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Trapeze regarding future functionality or features.

1. **Restrictions.** Unless specifically indicated otherwise in the attached Exhibit B, UTA will use the Subscription Services only for its own, internal business purposes. UTA will not: (i) resell, license, rent, transfer, assign, copy, frame, or mirror any part or content of the Subscription Services; (ii) make the Subscription Services available for timesharing or service bureau purposes; or (iii) otherwise provide access to the Subscription Services to any third-party, except as such third-party access is expressly agreed to between the parties. UTA will not, subject to any non-waivable rights UTA may enjoy under applicable law, directly or indirectly: (i) reverse engineer, create derivative works, decompile, disassemble, or otherwise attempt to discover, the source code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; (ii) interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained therein; (iii) attempt to gain unauthorized access to the Subscription Services or its related systems or networks; (iv) modify, translate, or create derivative works based on the Subscription Services; or (v) remove, modify, or obscure, any proprietary notices, markings, or labels. UTA may not access or use the Subscription Services or Trapeze's content or property (including but not limited to marketing and promotional materials), in order to build, support, or assist a third-party in building or supporting products or services that compete with Trapeze or its offerings.

2. **Trapeze Software.** Trapeze may provide UTA with the ability to obtain certain Trapeze software for use with the Subscription Services. If Trapeze provides Trapeze software to UTA and does not specify separate terms for such software, then such Trapeze software is provided as part of the Subscription Services and UTA has the non-exclusive, worldwide, limited right to use such Trapeze software, subject to the terms of this agreement (except for separately licensed elements of the Trapeze software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate UTA's use of the Subscription Services. UTA may allow its users to use the Trapeze software for this purpose, and UTA is responsible for their compliance with the license terms. UTA's right to use any Trapeze software will terminate on the earlier of Trapeze's notice (by web posting or otherwise) or the end of the Subscription Services associated with the Trapeze software. Notwithstanding the foregoing, if Trapeze software is licensed to UTA under separate terms, then UTA's use of such software is governed by the separate terms. UTA's right to use any part of the Trapeze software that is licensed under the separate terms is not restricted in any way by this Agreement.

3. **Suspension.** Trapeze may suspend UTA's access to or use of the Subscription Services if it believes (a) there is a significant threat to the functionality, security, integrity, or availability of the Subscription Services or any content, data, or applications in the Subscription Services; (b) UTA is accessing or using the Subscription Services to commit an illegal act; or (c) there is a violation of the acceptable use or restrictions described herein. When reasonably practicable and lawfully permitted, Trapeze will provide UTA with advance notice of any such suspension. Trapeze will use reasonable efforts to re-establish the Subscription Services promptly after it determines that the issue causing the suspension has been resolved.

4. **Technical Support.** Trapeze will provide UTA with reasonable technical support services ("**Technical Support**") in accordance with Trapeze's standard practice during standard business hours. UTA acknowledges and agrees that Technical Support is intended to address specific problems experienced by UTA relating to the Subscription Services and is not intended to train UTA's employees or to support third-party products ("**Other Assistance**"). Trapeze will advise UTA during a support session if Trapeze considers such request to constitute Other Assistance. If the problem reported by UTA to Trapeze is the result of hardware malfunction (not relating to Supported Hardware where such service is specified in Exhibit B) or other causes external to the Subscription Services, Trapeze will advise UTA to have the hardware/network repaired. Support resulting from hardware/network problems or issues associated with third-party products or services will be billed to UTA at Trapeze's then-current hourly rates.

5. **Integrations/Interfaces.** Integrations or interfaces to third-party vendor systems may be available, as indicated in the documentation associated with the Subscription Services. To the extent such third-party vendor system integrations or interfaces are available, Trapeze will install or make available the integrations or interfaces as agreed between the parties. UTA will act as a liaison between Trapeze and any third-party vendor(s) with which the Subscription Services will integrate or interface. UTA will have its third-party vendor available at the time that Trapeze is scheduled to connect the integration or interface and to assist

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with such connection, as required by Trapeze. Transactions processed by a third-party vendor system may be subject to separate licensing requirements. UTA acknowledges and agrees that it has the sole obligation to obtain, or cause its third-party vendor to obtain, all such licenses.

6. **UTA Development and Enhancement Requests.** This Agreement does not include any programming services for custom development or modifications. Such work, if negotiated and agreed to between Trapeze and UTA, will be the subject of a separate agreement for development services between the parties. UTA further acknowledges that the Subscription Services are a major and valuable asset of Trapeze's business and, as such, Trapeze will have complete control of the design and development of the Subscription Services, including with respect to any enhancements and modifications. Therefore, Trapeze has the right, and sole discretion, to reject any request for enhancement or modification to the Subscription Services by UTA.

7. **Products.** Trapeze agrees to provide to UTA the hardware and third-party software items (collectively, "**Products**"), if any, indicated in Exhibit B subject to the terms and conditions of this Agreement. Unless specified otherwise in Exhibit B, all Products will be shipped DAP UTA location (Incoterms 2020). UTA will be responsible for all delivery costs. Payment by UTA of delivery costs will be due and payable upon its receipt of Trapeze's invoice.

8. **Professional Services.** Trapeze will provide UTA with the Professional Services, if any, set forth in Exhibit B ("**Professional Services**"). Subject to what is detailed in Exhibit B, such Professional Services will be scheduled as mutually agreed upon subject to Trapeze's availability following receipt by Trapeze of the signed Agreement and any related deposit. If UTA requires rescheduling of confirmed Professional Service dates, Trapeze will make commercially reasonable efforts to accommodate UTA's request and provide UTA with the next available dates based on Trapeze's then-current availability. UTA will be responsible for paying for any Professional Services that have been scheduled and confirmed between UTA and Trapeze if canceled or rescheduled by UTA less than 14 calendar days prior to the commencement of such Professional Services, unless (and only to the extent that) Trapeze is able to reschedule the resource with another UTA using commercially reasonable efforts.

9. **Payment** Terms**.** UTA agrees to pay the fees in accordance with the payment terms in the Contract.

10. **Taxes. Subject to Article 41 of the IT Software and Services Contract,** UTA will be responsible for paying all taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**") associated with UTA's purchases hereunder. Trapeze is solely responsible for taxes assessable based on Trapeze's income, property, and employees. If Trapeze has a legal obligation to pay or collect Taxes for which UTA is responsible under this Agreement, the appropriate amount will be computed based on UTA's address listed herein and invoiced to and paid by UTA, unless UTA provides Trapeze with a valid tax exemption certificate authorized by the applicable competent authority in the relevant jurisdiction (or such other form of confirmation supplied for the same purpose) at least 14 business days prior to the due date of the applicable Trapeze invoice. All fees are payable in full and without reduction or withholding for Taxes. If, for whatever reason, UTA is required by law to withhold any Taxes from fees payable hereunder, UTA will gross up its payments to Trapeze so that Trapeze receives the fees in full and free of any such deductions. UTA will, upon request of Trapeze, provide to Trapeze proof that Taxes have been paid, if such payment is not made to Trapeze directly. If Trapeze pays any costs or expenses incurred in relation to any import duties, customs, formalities, permissions, or other requirements, then UTA will promptly reimburse Trapeze for all such amounts in full.

11. **Third-Party Components.** To properly use the Subscription Services, UTA agrees it may require use of certain third-party components which, if any, will be listed in Exhibit B ("**Third-Party Components**"). Subject to Exhibit B, UTA acknowledges that Trapeze will have no responsibility for the implementation or operation of such Third-Party Components. Trapeze may provide certain notices to UTA in the program documentation, readmes or notice files and that apply to such third-party technology. The existence of a notice does not affect the terms under which third-party technology is licensed to UTA.

12. **Ownership.** UTA will own all right, title, and interest in and to any data, including digital files and unstructured content objects, entered or submitted by UTA by means of the Subscription Services (the "**UTA Data**"). At all times, Trapeze will own all intellectual property rights (including copyright) in and to (i) the Subscription Services; (ii) any software (other than any Third-Party Components) to which access may be provided by means of the Subscription Services; (iii) all upgrades, enhancements, and modifications to the Subscription Services; and (iv) any software, applications, inventions, or other technology developed in connection with the Subscription Services. Trapeze or its licensors retain all ownership and intellectual property rights to the programs, methodologies, Subscription Services, and Trapeze content.

13. **UTA Input.** Trapeze will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by UTA, its employees, contractors, and agents relating to the operation or functionality of the Subscription Services (collectively, "**UTA Input**"). Trapeze will have no obligation to incorporate UTA Input into the Subscription Services. UTA will have no obligation

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to provide UTA Input.

14. **Use of Logo for Promotional and Marketing Materials.** Unless indicated otherwise in Exhibit B, UTA provides Trapeze with permission to use its trademark, logo, and trade name ("**Branding**") within Trapeze's promotional and marketing materials. Trapeze is granted no other right to the Branding and acknowledges that it will not gain any proprietary interest in the same. Trapeze is under no obligation to make use of, or to provide compensation for, the right or permission granted by UTA to the Branding. Trapeze will be the exclusive owner of all right, title, and interest, including copyright in its promotional and marketing materials. The permission to use the Branding may be terminated at any time by UTA by providing Trapeze with 14 days' prior written notice. Upon such termination, Trapeze will refrain from future use of the Branding; however, Trapeze may continue to distribute and use the promotional and marketing materials where UTA's Branding has been previously printed prior to the notice of termination and where such placements cannot be discontinued or altered without Trapeze incurring any losses.

15. **Data.**

(a) UTA will have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all UTA Data, such responsibility also extends to the means by which the UTA Data was acquired. UTA will not send or store infringing, obscene, threatening, libelous or otherwise unlawful, or tortious material, including material that is harmful to children, violates third-party privacy or intellectual property rights, includes malicious code, or thatwill interfere with the integrity of the Subscription Services, or any other services or Products provided or contemplate herein.

(b) Apart from what limited information and data is strictly required for Trapeze to perform or provide the Subscription Services, Professional Services, or Products, UTA agrees that sensitive personal data may not be submitted to the Subscription Services, including images, text, sounds or other data containing or revealing government-issued identification numbers; financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers); racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, information concerning health or sex life; information related to an individual's physical or mental health; and information related to the provision or payment of health care. Additionally, UTA may not use the Subscription Services to create or analyze biometric identifiers such as face prints, voiceprints, fingerprints, or scans of eyes, hands or facial geometry, nor may UTA use the Subscription Services for the purposes of analyzing, profiling or targeting someone's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, age, gender, sex life, sexual orientation, criminal convictions, disability, health status or medical condition. UTA will not use the Subscription Services to (a) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, or (b) store or transmit malicious code (*e.g.,* code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses).

(c) Unless specifically stated otherwise in Exhibit B Trapeze does not want nor does it require, nor will UTA provide or disclose (i) personal information or data, or personal identifiable information or data (each individually or together "**PII**"), as defined in the Personal Information Protection and Electronic Documents Act (PIPEDA), and other applicable legislation; (ii) personal protected health information, as defined by the Health Insurance Portability and Accountability Act (HIPAA) and other applicable legislation, ("**PHA**"); or (iii) personal financial data, or payment card data or information ("**PCI**") as defined by the Gramm-Leach-Bliley Act, the Payment Card Industry Data Security Standards, or other applicable legislation or standards, to the Subscription Services, or for any other reason specified in or contemplated by this Agreement or the services or Products provided herein. When applicable, UTA must categorize and identify its PII or PHA in accordance with ISO 27001, NIST, or an equivalent standard of equal rigor before sending it to Trapeze. Trapeze is not a payment processor, and as such is not subject to compliance with PCI standards; Trapeze does not warrant that the Subscription Services, or any other services or Products supplied in this Agreement will be compliant with payment card industry requirements. Trapeze will not accept any liability in connection with payment card industry, PII, or PHA, compliance.

(d) Each party agrees that, in the performance of its respective obligations under this Agreement, it will comply with the provisions of applicable data protection law to the extent it applies to each of them. The parties further agree that UTA is the data controller in respect of any personal data that Trapeze processes while providing services for UTA. Accordingly, Trapeze agrees that it will: (i) only process UTA's personal data to provide the Subscription Services, Professional Services, or Products, or in accordance with any lawful instructions reasonably given by UTA from time to time; (ii) implement reasonable appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; (iii) include provisions which are equivalent to those in this Section in any contract with any subcontractors who will process personal data; (iv) take reasonable steps to ensure the reliability of its employees who have access to the personal data; and (v) as soon as reasonably practicable refer to UTA any requests, notices or other communication from data subjects, data protection or other law enforcement authority, for UTA to resolve.

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(e) Where UTA is subject to EU data protection laws, UTA acknowledges and agrees that Trapeze may transfer personal data which it processes on UTA's behalf to countries outside the European Economic Area to provide the Subscription Services and carry out Trapeze's other obligations under this Agreement.

(f) Trapeze will notify UTA as soon as reasonably possible upon discovery of any data security incident impacting UTA Data. Trapeze will not be responsible for any loss or damage to UTA Data unless such loss or damage was caused solely, entirely, and directly by Trapeze.

(g) UTA grants to Trapeze a royalty-free, non-transferable, non-exclusive license for the term of this Agreement to use UTA Data to the extent necessary to perform the Subscription Services or Professional Services, or to deliver Product. Notwithstanding anything to the contrary, Trapeze will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Subscription Services and related systems and technologies (including, without limitation, information concerning UTA Data and data derived therefrom), and Trapeze will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription Services and other Trapeze offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business

(h) TRAPEZE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DELETE, AT ANY TIME AND FOR ANY REASON, ANY CONTENT, APPLICATION OR SOFTWARE IN THE SUBSCRIPTION SERVICES, INCLUDING BUT NOT LIMITED TO ANY UTA DATA. ANY CONTENT, APPLICATION OR SOFTWARE MAY BECOME PERMANENTLY LOST IF SO DELETED. Trapeze has no obligation to monitor the UTA Data, but at its sole discretion, may access, monitor, or review UTA's activity, and the UTA Data in the Subscription Services. UTA has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all UTA Data.

(i) UTA will obtain at its sole expense, any rights, and consents from third-parties necessary for the UTA Data and any other third-party content or vendors' products provided by UTA that UTA uses with the Subscription Services, including such rights and consents as necessary for Trapeze to provide the Subscription Services.

16. Indemnification.

(a) Intellectual Property Infringement Indemnification in Favour of UTA. Trapeze will defend and indemnify UTA and its officers, directors, employees, agents, successors, and permitted assigns from and against costs, damages and expenses arising out of any claim brought against UTA by a third-party based on the claim that the Subscription Services, or UTA's use of the Subscription Services infringes or misappropriates any United States, Canadian, United Kingdom, European Union, Australian or New Zealand patent, copyright, trade secret, or trademark of that third-party ("**Claims**"), provided that UTA (i) notifies Trapeze in writing no later than 4 calendar days after UTA's receipt of notification of potential Claims; (ii) allows Trapeze to assume sole control of the defense of such Claim(s) and all related settlement negotiations and (iii) provides Trapeze, at Trapeze's sole cost and expense, with all reasonable assistance, information and authority necessary to perform Trapeze's obligations under this Section. Trapeze will not be liable for any infringement or Claim based upon any modification of the Subscription Services developed by UTA, or use of the Subscription Services in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Subscription Services contrary to this Agreement or the documentation related to the Subscription Services, including operator and user manuals. If the Subscription Services are held by a court of competent jurisdiction to infringe, Trapeze, at its own expense, will (a) replace or modify the Subscription Services to be non-infringing; (b) obtain for UTA a right to continue using the Subscription Services; or (c) if neither (a) nor (b) is feasible, terminate the Agreement and refund a portion of the subscription fee paid by UTA for the Subscription Services for which UTA has not yet enjoyed use of the Subscription Services, including fees or costs associated with custom development and services paid for but not yet delivered.

Further, Trapeze will not indemnify UTA to the extent that an infringement claim is based upon products or services not provided by Trapeze. Trapeze will not indemnify UTA to the extent that an infringement claim is based on any third-party content or material from a third-party portal or another external source that is accessible or made available to UTA within or by the Subscription Services (*e.g.*, a social media post from a third-party blog or forum, a third-party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Trapeze will not indemnify UTA to the extent that an infringement claim is based upon the combination of any products or services provided hereunder with any products or services not provided by Trapeze. Trapeze will not indemnify UTA for infringement caused by UTA's actions against any third-party if the products or services as delivered to UTA and used by UTA in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. UTA will not indemnify Trapeze for any infringement claim that is based on: (1) a patent that UTA was made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice), or (2) UTA's actions prior to the effective date of this Agreement. If a third-party

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makes a claim against Trapeze that any information, design, specification, instruction, software, data, or material furnished by UTA to Trapeze under this agreement infringes their intellectual property right, UTA will indemnify Trapeze.

THE FOREGOING STATES TRAPEZE'S SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF UTA INDEMNIFIED PARTIES WITH RESPECT TO ANY CLAIM, WHETHER OF (I) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS ORPROPRIETARY RIGHTS OF ANY THIRD-PARTY, OR (II) OTHERWISE.

(b) UTA's Indemnity. Subject to the protections afforded to UTA by the Governmental Immunity Act of Utah (Utah Code Ann. §§ 63G-7-101 to 63G-7-904, as amended),UTA agrees to indemnify, hold harmless and defend Trapeze, its affiliates and any of their respective officers, directors, employees, agents, successors and permitted assigns from and against all 3rd party claims for costs, damages, and expenses arising directly out of or on account of (i) UTA's wrongful use of the Subscription Services or Products, (ii) the UTA Data, (iii) UTA's obligations of privacy to any person or entity, (iv) UTA's failure to obtain any necessary consents, permits, or authorization, or (iv) UTA's breach or violation of any provision of this Agreement.

17. Warranty & Warranty Disclaimer

(a) Subscription Services – Limited Warranty. Trapeze warrants that the Subscription Services will conform in all material respects to the documentation provided by Trapeze in relation to the Subscription Services. As UTA's sole remedy for any breach of this warranty, if UTA brings to Trapeze's notice any incidence of non-conformance, Trapeze will use reasonable efforts to correct the error. Trapeze's maintenance hours for receiving any such calls are standard business hours. Trapeze does not warrant that the Subscription Services, Professional Services, or Products, will perform error-free or uninterrupted, or that Trapeze will correct all errors related thereto.

(b) Internet. Trapeze will use commercially reasonable efforts to ensure that the web pages generated with the Subscription Services will be served (*i.e.,* delivered fromTrapeze's internal network or that of its Internet service provider) promptly regardless of the level of traffic to Trapeze's servers, subject to outages, communication and data flow failures, interruptions, and delays, inherent in Internet communications. UTA acknowledges that problems with the Internet, equipment, software and network failures, impairments or congestion, or the configuration of UTA's computer systems, may prevent, interrupt, or delay UTA's access to the Subscription Services, or data stored within the Subscription Services. Trapeze is not liable for any delays, interruptions, suspensions, or unavailability of the Subscription Services or the data stored within the Subscription Services, attributable to problems beyond its control, including but not limited to problems with the Internet or the configuration of UTA's computer systems.

(c) System Requirements. UTA acknowledges that the Subscription Services are intended to perform with, and Trapeze provides the Subscription Services based upon, the system requirements specified in Exhibit Bor additional documentation made available by Trapeze to UTA, as those may be updated by Trapeze from time to time. Trapeze has no liability for failure of the Subscription Services based upon UTA's failure to comply with such system requirements.

(d) Products. Trapeze represents that it has the authority of each producer or manufacturer of Products which are subject to this Agreement to sell the same toUTA. UTA acknowledges that Trapeze makes no warranties, conditions, representations, or guarantees, express or implied, concerning Products. Trapeze, in so far as it is possible, hereby assigns to UTA the producer's or manufacturer's warranty(ies), if any, applicable to the Products. To the extent permitted by law, Trapeze makes no representations regarding the validity or enforceability of any such producer's or manufacturer's warranty and UTA understands that its sole remedy for any breach of warranty is such as may exist against the producer or manufacturer under the producer's or manufacturer's warranty.

(e) Warranty Limitation. The conditions and warranties set forth in this Agreement do not apply to the extent that non-compliance is caused by, or has resulted from, whether directly or indirectly, (i) UTA's use of the Subscription Services other than as authorized in this Agreement; (ii) use of the Subscription Services in combination with other software, data, or products that are defective, incompatible with, or not authorized in writing by Trapeze for use with the Subscription Services; (iii) any malfunction of UTA's hardware, computers, computer-related equipment, or network connections; and (iv) any modification of the Subscription Services not performed by Trapeze or otherwise authorized by Trapeze in writing.

(f) Disclaimer. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 17 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND TRAPEZE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY AND CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE USE OF REASONABLE SKILL AND

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CARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRAPEZE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE USE OF REASONABLE SKILL AND CARE, NON- INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, FREEDOM FROM ERROR, OR THAT THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, WILL MEET ALL OF UTA'S REQUIREMENTS. TRAPEZE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, HARDWARE, OR SERVICES, PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES. TRAPEZE'S LIMITED WARRANTIES DO NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN MODIFIED OR ALTERED IN ANY MANNER BY ANYONE OTHER THAN TRAPEZE OR ITS AUTHORIZED AGENT. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO UTA. IN THAT EVENT, SUCH WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS WHICH THE LAW FORBIDS FROM BEING EXCLUDED ARE LIMITED IN DURATION TO THE WARRANTY PERIOD TO THE EXTENT LEGALLY PERMISSIBLE.

Nothing in this Agreement excludes, restricts, or modifies, any right or remedy, orany guarantee, representation, warranty, condition, or other term, implied or imposed by any applicable law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. If any guarantee, representation, warranty, condition, or other term is implied or imposed concerning this Agreement under any consumer law or any other applicable law and cannot be excluded (a "**Non-Excludable Provision**"), and Trapeze is able to limit UTA's remedy for a breach of the Non-Excludable Provision, then the liability of Trapeze for breach of the Non-Excludable Provision is limited to one or more of the following, at Trapeze's option: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or (b) in the case of services, the supplying of the Subscription Services again, or the payment of the cost of having the Subscription Services supplied again. UTA may make such a guarantee claim by contacting the Trapeze at the contact details set forth in Exhibit B.

The parties agree that it is UTA's responsibility to determine whether the Subscription Services are suitable for UTA's requirements. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever.

(g) Third-Party Web Sites, Content, Products, and Services. The Subscription Services may enable the addition of links to Web sites and access to material, products, and services of third parties, including users, advertisers, affiliates, and sponsors of such third parties. Except as specifically provided in Exhibit B, (a) Trapeze is not responsible for any third-party Web sites or third-party material provided on or through the Subscription Services and (b) each party bears all risks associated with the access and use of such Web sites and third-party material, products, and services.

18. Term and Termination

(a) Term of Agreement. This Agreement commences on the Effective Date or on the date that access to the Subscription Services is made available to UTA, whichever is sooner, and continues until all subscriptions have expired or have been terminated pursuant to the terms of this Agreement or until the termination or expiration of the Contract, whichever is sooner.

(b) Termination by UTA. UTA has the right to terminate this Agreement if (i) Trapeze is in material default of any term or condition herein and fails to cure such default within 30 days after receipt of written notice of such default, or (ii) Trapeze becomes insolvent or any proceedings are to be commenced by or against Trapeze under any bankruptcy, insolvency, or similar laws.

(c) Termination by Trapeze. Trapeze has the right to terminate this Agreement if UTA is in default of any term or condition of this Agreement and fails to cure such default within 30 days after receipt of written notice of such default. Without limitation, if UTA fails to pay any amount when due hereunder, Trapeze may, in its sole discretion, be immediately (without notice or cure period required) deemed a UTA default under this Agreement. Further, Trapeze may terminate this Agreement immediately if: (i) UTA breaches Section 2 (Restrictions) or Section 15(a) (UTA Data); or (ii) UTA becomes insolvent, a receiver, administrator, controller, or a liquidator is appointed to UTA, UTA assigns any of its property for the benefit of creditors or any class of them, or any proceedings have been commenced by or against UTA under any bankruptcy, insolvency or similar laws.

(d) Data Portability and Deletion. Before the Subscription Term expires, upon 30 days written request by UTA, Trapeze will make UTA Data available to UTA for export or download. Following the termination or expiration of this Agreement, Trapeze

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shall have no obligation to maintain or provide any UTA Data beyond the expiration or termination of this Agreement.

(e) Surviving Provisions. Following the termination of this Agreement, the Sections titled "Payment Terms," "Taxes," "Ownership," UTA Input," "Confidentiality," "Data," "Indemnification," "Warranties & Warranty Disclaimer," "Limitation of Liability," "Term and Termination," "Assignment," "Dispute Resolution," "Governing Law" and "General Provisions" will continue in full force and effect in accordance with their terms.

19. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Trapeze may assign this Agreement in its entirety (including all schedules), without UTA's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Any purported assignment in violation of this section will be void and of no effect. Any permitted assignee will assume all assigned obligations of its assignor under the Agreement.

20. General Provisions.

(a) Export Compliance: The Subscription Services and derivatives thereof may be subject to export laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. UTA will not permit access or use of the Subscription Services in a Canada embargoed country or nation, a U.S.-embargoed country or nation, an EU-embargoed country or nation, or a United Nations-embargoed country or nation, or in violation of any other applicable embargo, export law, or regulation.

(b) Anti-Corruption: UTA has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Trapeze's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If UTA learns of any violation of the above restriction, UTA will use reasonable efforts to promptly notify Trapeze.

(c) Modifications: This Agreement may not be modified except in writing signed by both parties.

(d) Subcontractors: Trapeze reserves the right to make use of subcontractors to provide services and to use such means as Trapeze, in its sole discretion, considers appropriate. Trapeze shall notify UTA of such use and any subsequent changes in subcontractors. Trapeze's use of subcontractors will not relieve it of its obligations under this Agreement.

Headings: The headings and subheadings contained herein are inserted for convenience of reference only and will in no way be construed to be interpretations of terms.

(e) Third-party rights: A person who is not a party to this Agreement will not have any rights to enforce any term of this Agreement.

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EXHIBIT B
STATEMENT OF WORK

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Trapeze Solution for UTA

Effectively managing UTA's transit assets, operators, and incidents is a complex task. From an asset perspective, UTA manages rolling stock, facilities, and infrastructure along with the myriad mechanical systems, serialized components, all the way down to individual parts. From a workforce perspective, you track work bidding and assignments to vacation requests and accruals, to daily absentee and discipline management, all for over a thousand employees. At Trapeze, we understand the daily challenges that UTA faces managing these workflows and have designed our integrated solutions to tackle them head on.

Trapeze is pleased to include our industry leading Enterprise Asset Management (EAM), Workforce Management (WM) and RISC (Risk, Incident and Safety Compliance) solutions in our proposal. Together they represent the most robust and scalable integrated suite in the market today, designed specifically for multi-modal transits. The deep, native interfaces between EAM, WM, and RISC will synchronize vital UTA data critical to transit operations: vehicles and their service status, employees and their assignments, and incidents that need immediate attention, to name a few. The complicated customizations and integrations that generic systems require to meet UTA's requirements are standard features of our proposed solution. See Section 2 for diagrams of the Trapeze Enterprise solutions, as well as integrations with UTA's external systems. See Section 3 for responses to the technical matrix.

The table below highlights the modules we are including to meet UTA's RFP requirements.

Module/Features	Description
EAM Asset Portal	Transit asset management for all rolling stock (bus, railcar, and non-revenue fleet), facilities, and rail linear/track, power, signals, and structures (bridges, tunnels).
EAM Shop Activity	Work order management with role-based portals for supervisor, technician, and storekeeper. Includes comprehensive materials, purchasing and warranty management.
EAM Customer Access	Portal enabling operations to access lists of assets in/out of service; manually report service requests.
EAM Reporting/Ad Hoc Query	Crystal reports powered portal with over 400 out of the box reports for asset, work and materials management. Ad Hoc Query offers a simple, browser-based tool for building quick queries and reports.
EAM State of Good Repair/ Capital Planning	Support for FTA State of Good Repair (SGR) requirements, capital project scoping and screening, as well as asset condition taking and SGR score generation.
EAM Mobile Focus	Mobile applications including asset create/update, work orders, service request/defect entry, asset conditions, test results, inventory cycle counts, parts issues, parts receipts, etc. Works in a disconnected mode until network connectivity is regained.

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Module/Features	Description
EAM Equipment Focus	Module for managing transit facilities and other single-point assets (inspections, work orders, etc.).
EAM MaxQueue	Integration engine used to securely broker interface data between EAM and all external systems.
EAM KPI/Dashboards	Real-time indication of KPIs in graphical format
EAM Notifications	Monitoring engine for triggering EAM system alerts (emails, printouts) based upon system event activity.
EAM Asset Configuration Management	Module for managing all engineering-approved configurations (asset hierarchy, components, software/firmware versions), including the ability to trigger campaigns (work orders) to make sure all safety-critical assets are in conformance.
EAM Telematics	Module enables EAM to accept raw, telematic data from external, real-time monitoring systems (e.g., IoT) and trigger maintenance actions based on the data.
EAM Mapping	EAM's module for displaying single-point and linear assets, defects, and work in maps.
EAM Illustrated Parts Catalog	EAM's work management portals offer an integrated illustrated parts catalog for viewing asset system schematics and easy part selection on work orders.
EAM Motorpool / Reservations	Module for managing fleet vehicle reservations automatically.
EAM Allocation & Assignment	Quartermaster portal for managing requests and assignment of agency EAM resources (tools, uniforms, etc.) to personnel, assets, divisions or operating agencies.
EAM Incident Management	Track the details for FTA/FRA reportable incidents (delays, etc.) along with the ability to generate maintenance follow-up activities (links to work orders, service requests, etc.).
EAM Rail Operations	Provides a rail operations scheduling solution to track the routes/schedules, trains, crews and schedule adherence of each trip.
EAM API	The Application Programming Interface module is a development platform that defines the supported "building blocks" (communications protocols, subroutines) for integrating with EAM.
EAM ESRI GIS Integration	Module that supports out-of-the-box integration of EAM master Assets, defects, and work data between EAM and ESRI GIS.
WM Bidding	Bidding automates bid configuration and the bidding process. In conjunction with Trapeze's Workforce Management module, Bidding enables agencies to record, report, and closely manage work assignments and to respect all rules of the organization.

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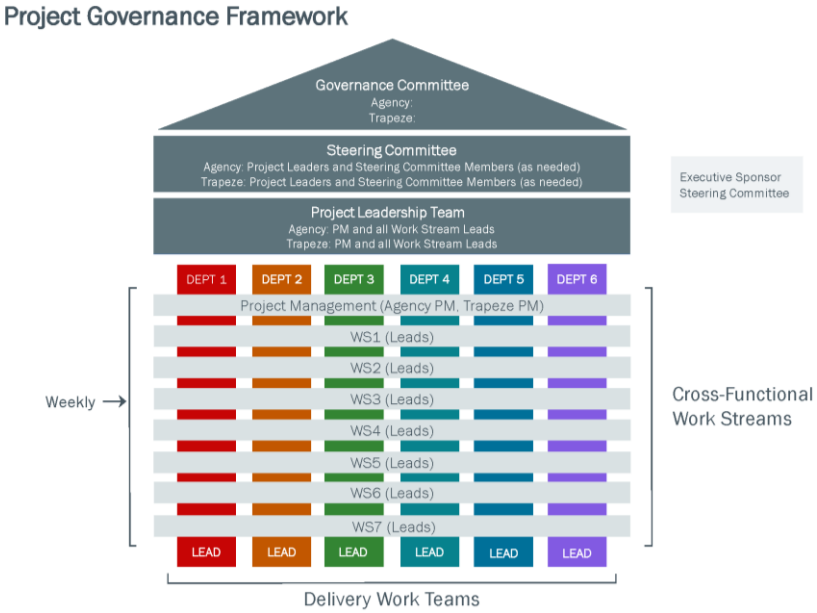
Module/Features	Description
WM Daily Dispatch	Dispatch automates processes surrounding the daily assignment of employees. These processes include: the creation of unscheduled work, identification of open work, employee list (extra-board and/or overtime volunteers) rotation and open work assignment.
WM Timekeeping & Payroll	Timekeeping uses the information already prepared in the bidding, dispatch, and workforce management modules. This process automatically applies your custom-configured timekeeping rules and generates detailed timekeeping transactions. Once audited, these transactions are posted and made available for export to your payroll system for fulfillment.
WM Workforce Management	The Workforce Management module contains a variety of tools used to monitor employee performance and apply your organization's policies with respect to employee activities, including incidents and absences.
WM Yard Management	The Yard Management module automates the daily processes surrounding vehicle assignment tasks including the definition of block requirements, configuration of rail consists, entry of vehicle parking locations and the assigning/unassigning of vehicles. Integrate with the Yard Manager to get real time parking/vehicle location.
WM Reporting	Reporting is a key element of the Operations Management solution that supports the dissemination of valuable operational data within your organization. You can also Create ad hoc reports using the Report Wizard. Reports can be developed using SQL query, Crystal Reports and ASCII text.
WM Employee Self-Service: Bidding	Using ESS Bidding Requests, crew members can enter bid requests into kiosks or from their own devices using an Internet or intranet connection.
WM Employee Self-Service: Employee Information	Using ESS Employee Information, employees can securely access their personal/work information, declare volunteer availability, and submit requests for time off or extra pay. This reduces the burden on your window dispatchers, supervisors, and timekeeping staff.
WM OPS Mobile	Complementary to ESS on phone; provides communication to dispatch, supports push alerts, and geo-fenced remote sign-in.
WM Sign-In Terminal	The Sign-In Terminal can be used to automate your current sign-in and sign-out processes using a variety of low-cost employee identification technologies, and track miss-outs for attendance policies.

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Module/Features	Description
WM Display Board	Have the status of your bid and ongoing operations dispatch information displayed to your employees in real time. The Display Board posts real-time information in a visually clean browser-based format, optimized for large screens.
WM OPS-MON	OPS-MON acts as a one-way interface to UTA's 3rd party CAD/AVL system utilizing the standard out-of-the-box Trapeze OPS-MON integration.
RISC Risk, Incident, and Safety Compliance	RISC provides fully customizable incident management, workflow management, risk management, real-time dashboards, and automated audits. It integrates with EAM and serves as a single source of truth throughout for incidents, accidents, and events throughout your agency.

The Project Schedule, Implementation Timeline and Training Materials

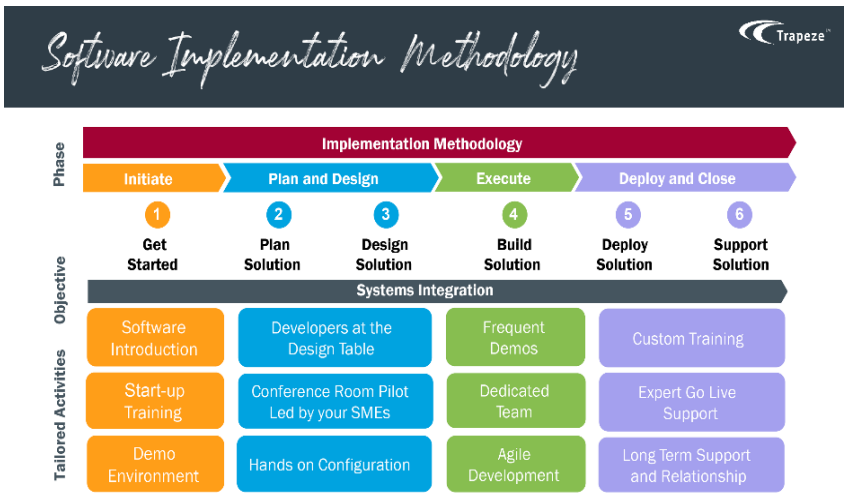
Project Management and Governance



To successfully complete a project of this scale and complexity requires careful management of staff, schedule, and budget. Members of our proposed team average 10+ years in the business, with a proven track record of delivering similar, successful projects in transit. We use Project Management Institute best practices for project governance which enables effective communication, clear accountability and quality assurance. This includes regular coordination with UTA's PM on project deliverables (governance meetings, status reports etc.) to ensure that the implementation progresses steadily, in scope, and on schedule. The Trapeze PM and Organizational Change Management (OCM) leads will provide oversight and coordination across the EAM, WM, and RISC stakeholders to ensure maximum efficiency and effectiveness for UTA.

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The project will be deployed in phases: Initiation, Planning, Execution, Deploying and Closing. Please note that the following application implementation overviews for EAM, WM, and RISC are high-level and a detailed plan will be agreed upon with UTA before project commencement.



Organizational Change Management Approach

Intueor

We understand that this is a transformational project for UTA. Large technology changes can create uncertainty for staff. Trapeze is pleased to partner with Intueor, a leader in Organizational Change Management in the transit industry, on this project. Unlike project management, which is focused on the realization of the technical solution, change management is focused on achieving the project's desired outcomes by managing the people side of change. Organizational Change Management (OCM) is a framework that enables employees to adopt new values, skills, and behaviors, so that business results are realized. Benchmarking studies show that projects effectively applying change management were six times more likely to meet project objectives.

Trapeze and Intueor understand the importance of ensuring all stakeholders using these applications are comfortable with the technology and the valuable insights that will come from this integrated solution. Intueor will use a four- phased approach to OCM to assess the change, design a plan, enable the plan, and evaluate the success of the change as outlined below.

Phase 1 – Assess the Change

The objective of the first phase of OCM is to review and analyze the full scale and impact that is being faced by UTA's organization as a result of UTA's Operations Work Assignment and Tracking System initiative. This assessment is critical as it provides a baseline understanding of the overall level and complexity of change being managed, measures key stakeholders for their ability to actively enable or restrict the change effort, sets the basis on which the change management (and associated communications) plan will be defined, and ultimately how the success of the change will be tracked and measured.

Intueor will assess organizational readiness to change, identify risks, and define factors that help identify leadership for change, influencers, and sources of resistance. It serves as a baseline for designing essential communications, key messages and interventions needed to drive change.

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During Phase 1, Intueor will deploy a combination of the activities including the custom design and delivery of two (2) major OCM tools: a Leadership / Organizational analysis and a Change Impact Assessment Log. These tools will be used throughout the duration of the project to analyze change, track progress, and influence the design and roll-out of communications strategies. This report is used to prepare a Change Management and Stakeholder Engagement Plan that fits the

Phase 2 – Design a Change Management Plan

Based on the results of the Change Impact Assessment, Intueor will develop the change management plan for the project. The plan describes specific ways in which change issues will be addressed and provides the framework for the interventions and communication activities deployed throughout the project. Intueor will work closely with Trapeze's Project Manager to align and coordinate activity rollouts during specific phases of the project implementation. The project schedule will be updated in this phase by Intueor's OCM Lead to incorporate change management activities and deliverables.

Phase 3: Enable the Change Management Plan

The objective of this phase is to address the implementation processes for performing the change activities by monitoring, measuring, and controlling delivery against baseline plans. Change Management activities will be influenced and determined based on the outcome of the Change Assessment (Phase 1) and the design of the Change Management Plan (Phase 2). The specific tasks associated with Phase 3 will be heavily dependent based on the outcomes from the previous phases, but may include activities such as communication delivery, sponsor activities, stakeholder engagement activities, resistance management activities, on-going tracking and monitoring of stakeholder engagement plans and change impact mitigation activity progress, development and communication of training plans and needs assessment, business process mapping and re-engineering activities, change impact identification, analysis of new or changing stakeholders, issues and risk management tracking, and measurement and benefit realization.

Phase 4: Evaluate the Success of the Change

The objective of this final phase is to document the actions and resources needed to reinforce the change. This is the point at which there is a distinct transition to maintenance or sustaining activities. It also focuses on the continuous improvement activities that come from the post-project analysis and lessons learned. Activities in this phase include change objectives analysis and lessons learned evaluation.

EAM Implementation Overview

Trapeze proposes to implement EAM across UTA's three (3) business groups in a phased approach with separate, staggered kick-offs and go lives. Trapeze will work with UTA at the beginning of the project to mutually agree on the rollout sequence across the groups:

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1) Bus and Rail Rolling Stock – includes Bus, Paratransit, Non-Revenue, Light Rail and Commuter Rail rolling stock.
2) Facilities
3) Maintenance of Way (MOW) - includes Structures, Signals/Comms, Traction Power and Linear (Track)

The overall estimated duration from first kick-off to final EAM go-live is thirty-six (36) months. The EAM solution will be deployed in six (6) key stages with key activities for each stage identified below:

Stage 1: Initiation	**Stage 4: Testing**
Project Kick-Off Orientation	Workflow and Integration Testing Acceptance Testing (UAT)
Stage 2: Planning & Design	**Stage 5: Training**
Current & Future State Workshops Business Process Assessment Report Design for Custom Development System Setup Configuration Workshop Software Demonstrations	Training Preparation Train-the-Trainer Training End User Training
Stage 3: Execution	**Stage 6: Deploy & Close**
Software Installation Software Configuration Custom Development Data Loading	Deployment Plan Deployment Preparation Deployment Support Closure

Project Implementation Approach - EAM

Stage 1: Initiation

The Initiation stage defines the objectives for the project and provides an opportunity for the Trapeze EAM project team to align with UTA regarding project requirements, approach, and timelines. Trapeze will assign the appropriate project resources and execute against the project activities to ensure adherence to timelines and budget.

Key tasks associated with this stage include:

- Conducting an on-site project kick-off meeting and EAM orientation demonstration
- Confirming Trapeze's understanding of project goals and objectives
- Identifying potential project risks and mitigation strategies
- Developing a preliminary project plan, project schedule, and project resources
- Reviewing roles and responsibilities for Trapeze and UTA resources

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Trapeze Responsibilities
• Conduct kick-off meeting and Orientation session • Develop and maintain the project schedule
Deliverables
• Delivery of kick-off meeting and orientation

Project Kick-Off Meeting

The objective of the project kick-off meeting is to introduce EAM project stakeholders and review specification requirements, project scope, roles and responsibilities, key risks, and the preliminary project schedule. After the meeting, Trapeze will revise the project tasks and will be responsible for updating and maintaining the project schedule as necessary. Trapeze will provide the revised schedule to the UTA project manager.

Orientation

Trapeze will conduct a project and product orientation for UTA's core team specific for key functional areas of the EAM Software. The orientation will occur at the beginning of the UTA project and will help provide an overview of EAM and its capabilities for the UTA core team. This orientation will take place at UTA's facilities in a conference room environment.

Stage 2: Planning and Design

Key EAM tasks associated with the Planning and Design stage include:

- Reviewing operational policies and procedures as they relate to UTA's processes, including discussion of best practice recommendations
- Discussing Software configuration items, required interfaces, and customizations

Trapeze Responsibilities
• Conduct current state review and future state workshops • Conduct BPA demonstrations; prepare and deliver BPA report • Conduct system setup consulting workshops and configure modules • Develop the Data Analysis and Tracker and the System Design Options Guide • Develop design specifications for all custom development items
Deliverables
• Delivery of final consolidated BPA report • Complete system setup consulting workshops and configured Software • Provide Data Analysis and Tracker and System Design Options Guide • System demonstrations

Current State Analysis

Trapeze will conduct Current State review sessions to assess the current business practices in order to map them to the EAM system. Trapeze will meet with stakeholders from each discipline to

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observe UTA's existing operations and gain an understanding of current state operations, while identifying any redundancies and new workflow processes which would allow UTA to realize operational efficiencies. Trapeze will also evaluate any existing documentation describing existing work processes for each of the business groups.

Future State Workshops

Trapeze will develop workflows to optimize each business process. Trapeze will lead a series of workshops with stakeholders to verify the feasibility of the new proposed workflows and use of Trapeze EAM.

Business Process Assessment (BPA) Report

Trapeze will document the process mapping and recommended future state EAM processes in a BPA report and share the document with UTA. The BPA report will identify any risks and gaps and will recommend alternatives including any out-of-scope application enhancements or business process re-engineering. If desired, Trapeze will provide estimates to address these gap items; however, addressing any such gaps will be considered out of the scope of this engagement and therefore subject to a change order request. Trapeze will demonstrate the BPA workflows in software demonstrations throughout the BPA process. Trapeze will update the BPA report and submit it to UTA for final review.

Design Specifications for Custom Development Items

Trapeze will work with UTA to define the specifications for all custom EAM development items as identified. Trapeze will document the overall functional and technical specifications for each customization. These specifications will be provided to UTA to review for accuracy and will be approved by UTA before any development Services begin. The customizations will be built as per the approved specifications document during the Execution stage.

System Setup Configuration (SSC) Workshop

Trapeze will conduct an EAM configuration workshop with the UTA team. The goal of this workshop is to review specific Software configuration settings and agree upon standard coding schemes and business practices. Data elements required to be identified for each record type managed within Trapeze EAM may be unique to each department's processes and asset classes. Trapeze will support the core team and designated subject matter experts on the coding conventions as well as finalize the workflows defined in the BPA report.

The System Setup Configuration workshop will also function as a dialogue and exchange of information where UTA's project team will provide input to the overall system configurations of EAM. System configurations will be documented in a "System Design Options Guide" (SDOG) which Trapeze will prepare. The SDOG is a 'living' document and will be maintained by Trapeze throughout the project. The guide will be provided during project closure.

Stage 3: Execution

During the Execution stage, Trapeze will implement the EAM solution as defined in the BPA report. During this stage, the following tasks will be performed:

- Software Installation and Configuration

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- Custom Development
- Data Loading

Trapeze Responsibilities
• Configure baseline EAM modules based on System Design Option Guide • Develop Trapeze side of custom development items based on requirements of the BPA • Provide data collection assistance, perform data loading and validation • Conduct data loader and system administration training
Deliverables
• Software is installed and configured in UTA's test environment • Approved functional and/or technical design specifications • Completed custom development items deployed in test environment • Data loader training completed • Data Load Templates provided to UTA And data successfully loaded in environments

Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed remotely by Trapeze before any Software is installed in UTA's test environment. Trapeze EAM testing specialists will perform unit testing to ensure completeness and accuracy of all standard features.

Trapeze will run a series of tests in a local testing environment to ensure that all Software is functioning properly against UTA's specific data and configuration. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for UTA.

Software Installation

Trapeze will work with UTA to remotely install and configure the EAM Software in UTA's test environment utilizing the configurations approved during the BPA process.

Hardware for MobileFocus Implementation

All mobile hardware procurement and Software installation is the responsibility of UTA. Trapeze will configure up to two (2) ruggedized mobile tablets, up to one (1) label printer, and up to one (1) barcode scanner. Based on Trapeze's current understanding of the requirements, Trapeze is recommending at least two (2) ruggedized mobile tablets per department and at least two (2) barcode scanners and one (1) zebra printer per storeroom.

Trapeze will provide UTA with the recommended mobile hardware specifications at the project kick-off meetings. Trapeze recommends UTA make its respective hardware purchases at least six (6) weeks prior to the start of testing per the project schedule to provide ample time for configuration.

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Custom Development

Trapeze will develop functional and/or technical design specifications for each of the agreed-upon EAM custom development items specified in the BPA report. Trapeze will submit each design specification to UTA for review and approval prior to development. Once specifications are agreed upon, Trapeze will develop the items based on the approved design specifications. Trapeze will then deploy the custom development items into the appropriate environments.

Custom Notifications and Automated Workflows

Trapeze will work with all UTA's business groups to identify and develop up to a total of two (2) simple and two (2) average complexity EAM notifications and up to two (2) average complexity automated workflows.

Interfaces and Integrations

Trapeze has included Services to implement sixteen (16) EAM interfaces and integrations. Integration and interface workflows will be discussed and documented during the planning phase to define the interface specification, test scenarios, and conditions that will result in acceptance of the developed interface.

#	Interface Description
1	Fuel (Legacy Fuel System-->EAM)
2	Requisition Create/Update (EAM<-->ERP)
3	Purchase Order Create/Update (EAM<-->ERP)
4	Purchase Order Receipts and Returns (EAM<-->ERP)
5	Vendor Master (ERP-->EAM)
6	GL Account Master (ERP-->EAM)
7	Vendor/Part (EAM<-->ERP)
8	Part Item Master (EAM-->ERP)
9	Part Issues and Returns (EAM-->ERP)
10	Parts Adjustments (EAM-->ERP)
11	Parts Transfers (EAM-->ERP)
12	Rebuild Parts (EAM<-->ERP)
13	Purchase Price Variance (EAM<-->ERP)
14	OPS / EAM: Maintenance Employee Package
15	OPS / EAM: Vehicle Maintenance Package
16	BI Reports
17	CRM Connection Integration
18	Esri (GIS > EAM)
19	RISC / EAM Integration

Trapeze standard procedures for developing an EAM interface include the following tasks:

1. Creating a Trapeze-specific preliminary specification/interface design plan.

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2. The UTA project team reviewing the preliminary specification/interface design plan.
3. Trapeze reworking the specification/interface design plan as required.
4. The UTA project team providing final approval of the specification/interface design plan.
5. Trapeze building Trapeze side of the interface and incorporating it into the test environment.
6. Trapeze internally testing the interface.
7. Trapeze testing the interface with UTA.
8. UTA accepting the interface.
9. Upon receiving approval from UTA, Trapeze installs the interface into UTA's other environments (development, production, etc.) at the appropriate time.

For each required integration, the project team will discuss and specify the data elements required, the time of the exchange, and the method of data exchange. Trapeze will develop a mutually acceptable plan and schedule for the work to be completed and identify the resources and timeframe required for the efforts.

Data Loading

Based on the analysis of the current data elements during the BPA and System Setup Consulting activities, Trapeze will work with UTA's business groups to review and optimize their current coding structures for use with the EAM modules. Trapeze will leverage our start-up/default database to help UTA better understand the EAM coding structures. This starter database will be used to accelerate the implementation as well as leverage best practices from all Trapeze's previous EAM deployments.

The objective of the data loading Services will be to process extracted data from existing systems (if applicable) and map the data into EAM. UTA will provide a sample of the existing system data as soon as possible after project kick-off.

Stage 4: Training

Trapeze Responsibilities
• Develop Training Plan and Provide Custom Training Materials • Deliver Train-the-Trainer Training
Deliverables
• Finalized Training Plan • Delivery of Train-the-Trainer Training • Delivery of custom training materials

Training Plan

Trapeze will develop a Training Plan specifically tailored to ensure the successful implementation and operation of the new system. Trapeze will work with UTA to develop a formal Training Plan that will address, at a minimum, training schedule, training curricula, including a listing of each course and delivery method, course descriptions, intended audience, length of each course, and resources required. Once UTA approves the Training Plan, Trapeze will begin scheduling and planning for the training. The training will cover work order functions, asset administration, report management and other common features and transactions. The topics and workflows included in

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the training will be those finalized by the UTA team during the Software setup and follow-up tasks.

Training Materials

Trapeze will provide out-of-the-box EAM user and admin guides to UTA as well as training material that is customized for UTA workflows and system configuration. This training material is in a step-by-step format and includes screenshots of the UTA EAM system key functional areas for ease of use and understanding by the users. In addition, Tip Sheets are provided to the trainees that can be used as a handy reference document at their workstation on a day-day basis. Trapeze will also provide on-site hands-on exercises for staff after the completion of each individual course. The hands-on exercises will act as a component of the training material artifact within the training session. Participants will complete the exercises as part of training and turn in answer sheets that accompany the exercises. Trapeze will also work with UTA to develop end user training videos to enhance the training effort.

Train-the-Trainer Training

Trapeze will deliver role-based EAM Train-the-Trainer training for the UTA business groups based on the approved Training Plan. Sessions will vary in length based on the topic. Training will include courses intended for Subject Matter Experts (SMEs), as well as for Super Users and Application Support staff. All training sessions will be delivered in a hands-on classroom environment. Each training session can accommodate up to twelve (12) SMEs per class. Trapeze will provide train-the-trainer training and assumes UTA's trainers will perform all end user training.

End User Training

UTA will be responsible for End User Training.

Stage 5: Testing

Trapeze Responsibilities
• Develop test plan content and test scripts • Perform Workflow testing • Support Acceptance Testing • Provide completed Test Script results and Test Report
Deliverables
• Finalized Test Plan • Completed Acceptance Testing and Final Test Report

Test Plan

Trapeze will prepare a test plan to ensure the system configuration meets the requirements outlined in the BPA report. The test plan will consist of various role-based workflows using standard EAM module test scripts. After Trapeze EAM staff executes the test scripts, UTA staff may use the same test scripts to execute their own acceptance testing. Trapeze will provide documented test results that include the test criteria as well as the outcome of each test.

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Workflow Testing

Trapeze will remotely execute Workflow Testing within the test environment to ensure that all EAM Software is working as designed and as documented in the BPA report. Trapeze will perform the testing and document the results. Failed tests will be documented, remediated, and retested until completed successfully. Workflow testing will include unit testing, system testing and integration testing.

Acceptance Testing (UAT)

Training for Acceptance Testing

Trapeze will use sample UTA data to demonstrate the EAM system features and to display the converted data in the test environment, according to the test plan, which will be executed according to the schedule in the project plan. This demonstration will explore navigating the EAM Software and conducting testing as well as execution of UAT test scripts so that UTA testers can then execute their Acceptance Testing. The pre-UAT demonstrations will take place at UTA's facilities in a conference room environment.

Acceptance Testing

Acceptance Testing is the final activity of the Software testing process. During UAT, UTA users validate that the system supports the requirements and design specifications using test scenarios and use cases. UAT confirms that the system supports the full scope and addresses the project needs. This will involve UTA SME's utilizing the Software in the test environment by executing test scripts to ensure the system responds accurately to user inputs and that the features and functions of the Software work as specified and outlined in the BPA report. Trapeze will provide support to UTA during the UAT period.

Testing Defect Review Tracking and Resolution

During Acceptance Testing, UTA will document and prioritize any defects encountered throughout the testing period. Trapeze will assess all issues for root cause and resolve where appropriate based on the severity levels. If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. UTA will be asked to test and validate the Software to ensure all defects have been rectified.

Once UTA confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use.

Stage 6: Deployment and Closure

Trapeze Responsibilities
• Provide and Support the Deployment/Go-Live Plan • Migrate the Software into production environment • Lead and support EAM-related cutover activities • Provide cutover, deployment, and post go-live support • Finalize and close all contract deliverables • Prepare for and lead a Trapeze Customer Care transition call

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Deliverables
• Deployment/Go-Live Plan Finalized • On-site cut-over and deployment support • Trapeze Software operational and functional in production environment

Deployment Plan

Trapeze will provide a detailed Deployment Plan which describes the cutover preparation, cutover support, and go live activities and responsibilities. In addition, Trapeze will verify readiness to move data, configurations and new modules into production, load required dynamic data elements, and ensure permissions and access are in place. Trapeze will share the Deployment Plan with UTA for review and to provide comments.

Deployment Preparation

To support the cutover for EAM go-live, UTA will identify “super users” in the shop who will be tasked with answering any initial end user questions and implementing subsequent changes or alterations to documented procedures, as necessary.

Trapeze will stage and prepare the go-live cutover with assistance from UTA. This will include Services to support and finalize dynamic data, site-test hardware and Software for readiness, and review procedures with users.

Deployment Support

The final stage of the project involves transitioning the Software to the production environment. This stage depends heavily on properly implemented controls and the adherence to appropriate milestones and measures during previous stages. Tasks include:

- Preparing the production environment
- Providing deployment support
- Installing Software into the production environment

Trapeze will provide EAM cutover support prior to, during, and post go-live. UTA Subject Matter Experts are expected to provide first-level support for end users, including how to use the new system, answer questions regarding functions that may be unfamiliar and reinforce key functionality and training concepts.

Post-Deployment Support

To support the Software deployment in the production environment, Trapeze will provide post-deployment support to ensure UTA end users are well supported as they use the new system.

Closure

After the completion of post go-live support, all support will be transitioned to the Trapeze Customer Care team. All new support issues will be entered through the standard support channels, and UTA will receive full access to all maintenance support collateral and Services pertaining to the newly implemented Software. A call between UTA and the Trapeze Customer Care team will be conducted, and all project documentation updated. Following the transition call, the project will be considered complete.

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Project Duration

The baseline EAM implementation is expected to be completed within thirty-six (36) months from the completion of the project kick-off meeting. Following contract execution, a mobilization period of up to forty-five (45) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with UTA.

Project Assumptions - EAM

General Pricing Assumptions

1. This implementation is a fixed-fee engagement and does not include any applicable taxes or expenses associated with UTA and any of their resources assigned to the project.
2. The baseline project is expected to be complete within no more than thirty-six (36) months from the initial project kick-off meeting. If the length of the project will exceed the proposed timeline due to UTA delays, a Project Change Request (PCR) will need to be issued and agreed upon by both parties to accommodate any additional support Services required to support the increased project duration.
3. The Software will be implemented “off-the-shelf” and will provide functionality as described in the Software literature for the Software version being implemented.
4. All Software will take advantage of the existing Trapeze infrastructure, data sources and software, unless otherwise stated.
5. UTA is responsible for the purchase and installation of any required server and workstation hardware and Software (servers shall be preconfigured to Trapeze’s specifications), if necessary.
6. Any integration with Third Party Software or systems outside of customizations agreed upon in the BPA Report will be the responsibility of UTA.
7. A UTA system administrator will be readily available for all configuration, installation, testing, and deployment activities.
8. Expenses assume a minimum of two weeks' notice is provided by UTA to Trapeze in advance of any on-site trip being scheduled. Expenses are subject to additional charges if insufficient notice is provided.
    a. The delivery of on-site Services is conditional on the guidance issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at UTA. Trapeze and UTA may opt to exercise alternate remote options if on-site Services are not feasible.
    b. In the event of travel restrictions due to COVID-19 (or alike situation) Trapeze and UTA will work together to progress the project remotely and agree upon a revised timeline. This change would not impact the cost of the project.
9. The design of the fuel integration and workflows assumes that Client’s legacy fuel system is the System of Record (SOR) for fuel workflows.
10. Trapeze will utilize MAXQueue and the standard out-of-the-box EAM functionality to build and trigger the integrations.
11. Business Intelligence Reports will be done via either Database Replication, SSH Tunnel or similar, and does not include building Business Intelligence reports.

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Workforce Management Implementation Overview

The following information defines the Workforce Management implementation Services to be provided by Trapeze, as well as the support required from UTA staff and resources.

The Trapeze WM products below will be implemented for UTA's employees:

Workforce Management

WM-Core

i. Bidding
ii. Dispatch
iii. Yard Management
iv. Workforce Management
v. Custom Payroll Export
vi. Timekeeping

Add-on modules

- WM Sign-In Terminal (WM-SIT)
- WM-Display Board
- Employee Self-Service
- WM-Mobile
- WM-MON
- WM- Integrations with EAM, FX, and PASS

Project Implementation Approach – WM

Stage 1: Initiation

Project Kick-off

Following contract execution, Project teams from Trapeze and UTA will hold a remote project kick-off meeting to align WM stakeholders on project scope and timelines, as well as review roles, responsibilities, key risks, and a preliminary project schedule.

Stage 2: Planning and Design

Software Installation for Design

Trapeze will initially install the WM Software solution in the UTA's testing environment in preparation for the Software configuration activities. These activities will be completed in parallel with the preliminary solution design meetings using an agile approach, where Software functionality will be demonstrated throughout the planning and design phase.

Trapeze will take a backup of UTA's production scheduling database to assist with the initial data development, subsequent design activities and Software demonstrations.

Employee Data Load

The WM Software will require employee data to be loaded into the system for Preliminary Design Review activities. UTA will use the WM Standard Employee Import tools to load employee data (employee demographic data, accruals, and skills). UTA will provide Trapeze employee data in CSV format as documented in the Trapeze Employee Import Interface Control Document. This will be a one-time load for the purpose of training and testing. UTA will be expected to deploy an automated

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employee import process during project execution.

Schedule Analysis and Integration

Trapeze will test the import of the schedule data into the Software to ensure it is of sufficient quality to proceed with the subsequent project activities. It is expected that the schedule source upon project initiation remains the schedule source through deployment and project closure.

Preliminary Design Review (PDR)

Trapeze will provide on-site Services to perform and complete the WM design review activities to conduct an in-depth analysis of UTA's current operational processes, business rules, infrastructure, and integration points.

The Trapeze resources will also conduct job shadowing activities (please see below). A Preliminary Design Document (PDD) will be prepared following the meetings. Key tasks associated with the Preliminary Design Review (PDR) include:

- Reviewing current operational policies and procedures related to UTA's business operations
- Discussing specific Software configuration items, required interfaces, and customizations
- Documenting the initial configurations
- Software demonstrations for each WM module
- Reviewing and finalizing project timelines
- Refining the project schedule
- Testing, training, and transition strategies
- Sign-In devices including cards, card readers and printers
- Current sign-in methods, times of day, locations and expected sign-in loads
- Hardware recommendations

Using the UTA test environment, Trapeze will conduct a Software demonstration of the modules in scope. Trapeze will also conduct a thorough review of UTA's payroll processes and pay rules. The pay rules will be included in the PDD and will provide a detailed list of UTA's pay rules for all in scope UTA employees.

Design Review Shadowing

The WM Implementation Consultant(s) will perform job shadowing of front-line UTA resources. Following the Design Review Shadowing, Trapeze will revise the PDD to address UTA's comments, and will incorporate all feedback into the final version of the Project Design Document.

Project Design Document (PDD)

A PDD outlining deliverables, goals and objectives, as-built configurations and recommended process changes will be prepared by Trapeze and shared with UTA after the Project Design meetings. The document will identify the resulting system configuration and setup as it relates to UTA requirements and processes. Key document components will include:

- System Configuration and Setup
- Employee Information - Status and Demographic Information
- Employee Data Integration (Employee Import)

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- Payroll Integration (Payroll Export)
- Interface Control Documents
- Pay Export Requirements
- Schedule Import Table Structure
- Employee Import Table Structure
- Security Profiles
- Key Future State Processes

During the design review activities, non-standard Software functionality may be identified beyond any in-scope customizations. If desired, Trapeze will provide estimates to address these gap items, however, addressing any such gaps will be considered out-of-scope and may result in additional costs.

Following completion of the PDD, Trapeze will share the document with UTA to review and provide comments. UTA will have ten (10) business days to complete the review of the PDD, after which the Trapeze project manager will coordinate a meeting with UTA's project team to review the comments.

Throughout the Execution phase, it is expected that Trapeze and UTA will continue to update the PDD as Software configurations and processes are updated to ensure the document reflects the "as-built" solution for UTA. At the conclusion of the Execution phase, it is expected that Trapeze and UTA will establish a Final Design Document that will support training and testing phases.

Implementation Plan

The overall collection of documents and strategies that are gathered as part of the initiation as well as the WM planning and design phases will be presented to UTA as the "Implementation Plan." Once complete, this plan will be used to determine project progress, identify variances, and ultimately coordinate the efforts of all individuals working on this project.

The Implementation Plan will include the following project artifacts:

Project team details and escalation procedures	Training Plan
Project Schedule	Action Items List
Preliminary Design Document	Deployment Plan
Test Plan	

Stage 3: Execution

Software Configuration

Configuration and Rule Development

Trapeze will be responsible for the creation and maintenance of the WM configuration throughout the implementation. Trapeze and UTA's project teams will be responsible for testing all configuration rules to ensure they meet the requirements listed in the final PDD.
The configuration activities include:

WM Core

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- Bidding: Configuration to support work, vacation, and holiday bids.
- Dispatch: Configuration to support day to day operations for UTA's dispatching operations such as absences, work types and extra pay types.
- Workforce Management: Configuration to support Employee demographic information and absenteeism. Configuration support for incidents/accidents and performance has not been included.
- Timekeeping: Configuration of payroll and pay codes applicable to the division along with out-of-the-box timekeeping rules based on UTA's business rules.

Employee Self Service, Mobile, WM-MON and Display Board

- Enabling out-of-the-box menus/options based on UTA's business rules.
- The Digital Display Board contains two (2) key configurations which will enable UTA to bring efficiencies to its display board and bidding process:
- Displaying Daily Operations
- Displaying Bidding (in real time)
- The Display Board will help reduce manual work and increase operational efficiencies while reducing the amount of paper usage and modernizing business processes.

WM Sign-in Terminal (WM-SIT)

- Sign in terminal kiosk and parameter configuration to allow UTA employees to sign in and sign out of their daily work assignments.

WM-Integrations with PASS, EAM, and FX

PASS-WM Integration

WM retrieves PASS Events and Event Strings for the purpose of Dispatching and Timekeeping calculations. Where needed, WM property configuration determines how WM interprets PASS data for Daily Activity, Timekeeping and Vehicle Assignment times.

EAM-WM integration (Maintenance Employees)

This integration package includes - EAM Employee Times To WM, WM Employees To EAM, WM Employee Bid Shift To EAM, WM Employee Daily Activities To EAM. WM can manage Maintenance employees for the purpose of Bidding, Daily Activity, Timekeeping, Incident and Performance activities.

FX-WM Integration

The WM Software interfaces with fixed route scheduling systems, like FX, to pull in the schedule and makes it available for bidding by the union employees.

Execution

During this phase, Trapeze will build and deliver the WM solution defined in the PDD with UTA.

Development

During the development activities, Trapeze will complete all agreed-upon, in-scope branding development items outlined in the Project Design Document. Trapeze will also provide development Services to create a new payroll export, in a csv file format. Any items not listed in the Project Design

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Document can also be developed at this time, provided they have been addressed through the Trapeze change order process and added to the scope of this implementation.

Stage 4: Testing and Training

Internal Acceptance Testing

Internal Acceptance Testing is completed remotely by Trapeze before any Software is installed in the UTA test environment. During IAT, Trapeze testing specialists will perform unit and regression testing to ensure completeness and accuracy of all standard features and integrations.

UTA will be requested to provide a subset of historical bid, dispatch, and payroll data for two (2) pay periods. UTA will provide data for one (1) pay period without a holiday and one (1) pay period with a holiday.

Software Installation in Test Environment

Following the completion of Internal Acceptance Testing, Trapeze will remotely install and configure the Software developed in the UTA's test environment.

Installation Testing

During Installation Testing, Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed
- All configurations, integrations and customizations are functioning as agreed upon in the Preliminary Design Document

Upon completion of Installation Testing, Trapeze will work with UTA to parallel dry run testing.

Parallel Dry Run Testing

Parallel Dry Run Testing involves UTA utilizing the Trapeze WM Software in the UTA test environment to enter dispatch data for the current pay period to validate the following:

- Each business process can be completed successfully
- The Software responds to all inputs as Documented
- Trapeze WM produces the same Bid, Dispatch, and Payroll results as the current UTA business processes and systems

Final Design Document (FDD)

Throughout the execution phase, Trapeze will work with UTA to update and finalize all design documentation as Software configuration and process changes are identified as UTA's familiarity with the Software increases. This collection of documents will be provided to UTA in the form of a Final Design Document (FDD) which UTA will review for accuracy.

Training and Acceptance Testing activities will be scheduled after UTA's written acceptance of the FDD. As updates to the Software are identified throughout the remainder of the implementation, Trapeze will continue to update the FDD to reflect the "as-built" solution inclusive of any changes introduced during training or testing.

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Software Re-Configuration – Test Environment

Trapeze will use UTA's WM data and the final Project Design Document to update the WM, ESS, Display Board, WM-MON and WM-SIT Software configurations in UTA's test environment. This configuration will be used to support training and testing activities.

Training

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. The following table outlines the proposed training for this implementation:

WM	System Administration	1.0	On-site
	Bidding	4.0	On-site
	Dispatch	4.0	On-site
	Workforce Management	2.0	On-site
	Timekeeping	2.0	On-site
	Yard Management	1.0	On-site
Employee Self Service	Subject Matter Expert (SME) Training	2.0	On-site
	System Administration Training	0.5	Remote
WM-Mobile	Subject Matter Expert (SME) Training	0.5	On-site
Integrations (WM-PASS, WM-FX, WM-EAM)	Subject Matter Expert (SME) Training	1.0	On-site
	System Administration Training	1.0	Remote
WM-SIT	System Administration Training	0.5	Remote
	Subject Matter Expert (SME) Training	1.0	On-site
Display Board	System Administration Training	0.5	Remote
WM-MON	System Administration Training	1.0	On-site

End User Training

To ensure that all WM end users are familiar with the new Software, UTA will complete all end user training prior to the go-live date. It is recommended that UTA record all Trapeze-led training sessions so they can be leveraged when training UTA's end users. To assist with UTA's end user training, Trapeze will provide remote consulting support.

Acceptance Testing

Acceptance Testing involves UTA utilizing the Trapeze Software in the test environment to ensure it responds accurately to user inputs and all features and functions work as specified in the Project Design Document. As part of Acceptance Testing for the WM Software, UTA will need to input two (2) weeks of dispatch data in order to compare historical production payroll records. One of the pay weeks must include a holiday, as it will be imperative to test for additional complexity resulting from holiday pay rules.

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Payroll Testing

During this process, the WM Timekeeping rules delivered by Trapeze will be tested by calculating employee pay records and identifying variances with production payroll records for four (4) pay periods. Variances will need to be reviewed and root causes identified by UTA to ensure payroll is comparable with expected employee pay outputs and the WM Software. Payroll testing will be considered complete based on the criteria outlined in the Acceptance Testing plan.

Integration Testing

UTA will execute the following Integration Testing as part of Acceptance Testing. Integration Testing will involve UTA reviewing all existing integration points and interfaces for the solution

- HR, Payroll, WM/PASS, WM/EAM, WM/FX Integrations

Testing Defect Review Tracking and Resolution

During Acceptance Testing, UTA will document and prioritize any defects encountered throughout the testing period (if any exist) and supply Trapeze with a complete list of all perceived defects based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.

During the Acceptance Testing period, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. UTA will be asked to test and validate the Software to ensure all defects have been rectified.

Once UTA confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use. All minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds addressing post-deployment defects, as necessary.

Software Installation in Production Environment

Following the completion of Acceptance Testing, Trapeze will remotely install and configure the Software in the UTA's production environment and prepare for Parallel System Testing and Deployment.

Parallel System Testing

Parallel System Testing activity involves UTA utilizing the WM Software in the production environment in parallel with legacy processes and/or systems to ensure it responds accurately to user inputs, and the features and functions of the Software work as designed and documented. UTA and Trapeze will execute one (1) live pay period test. All parallel testing will be executed at a single location of UTA's choosing.

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Stage 5: Deploy and Close

Software Deployment and Project Closure

Upon successful completion of Parallel System Testing, Trapeze and UTA will commence the Software Rollout activities. Trapeze will provide resources for go-live support for the launch of the new Software.

It is recommended this support be augmented with support directly from UTA project SMEs and trainers. After the go-live support period is complete, any newly identified critical or major defects will be resolved by the Trapeze Project team. Any remaining or newly identified minor defects will be transitioned to the Trapeze long-term maintenance support team for resolution and project closure will be processed. All new support issues will be entered through the standard support channels, and UTA will receive full access to all maintenance support collateral and Services as they pertain to the newly implemented Software.

Project Duration

The WM Implementation project is expected to be completed within twenty-four (24) months from the completion of the project kick-off meeting. Following contract execution, a mobilization period of up to forty-five (45) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with UTA.

If the length of the project exceeds twenty-four (24) months from the kick-off meeting, either due to UTA readiness or resourcing delays, a change order may be required to fund the extension.

Project Assumptions

General Pricing Assumptions

1. This implementation is a fixed-fee engagement.
2. WM Software licenses are based on the following:
    a. Up to 1,300 employees
    b. Up to six (6) divisions
    c. English only
    d. Agencies include Fixed Route, Paratransit, Light Rail and Heavy Rail
        i. All agencies use the same CBA.
3. Software licenses include the WM Core modules and WM Add-on modules:
    a. Custom Payroll Export
        i. There is no additional license cost for WM-Mobile if ESS is obtained.
4. All subsequent maintenance renewal fees will be based on the operational characteristics of UTA at the time of renewal and subject to Trapeze's then-current pricing.
5. The WM modules will be implemented in version 21 and UTA will need to upgrade PASS and FX to version 21 prior to beginning of this project.
6. Pricing does not include any applicable taxes or expenses associated with UTA and any of their resources assigned to the project.
7. This project is expected to be complete within no more than twenty-four (24) months from the initial project kick-off meeting.

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   a. If the length of the project exceeds the proposed timeline due to UTA delays, a Change Order will need to be issued and agreed upon by both parties to accommodate any additional support Services required to support the increased project duration.
8. The Software will be implemented “off-the-shelf” and will provide functionality as described in the literature for the version being implemented.
9. All Software will take advantage of the existing Trapeze infrastructure, data sources and Software, unless otherwise stated.
10. UTA is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze’s specifications), if necessary.
    a. UTA will also be responsible for any sign in terminal and kiosk hardware required for Workforce Management-SIT and Employee Self Service.
    b. All terminals and kiosks will require a connection to the UTA network.
11. Any integration with Third Party Software or systems will be the responsibility of UTA.
12. Any Services or requests not identified within this statement of work, including reviewing or correcting data integrity issues, will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
13. No custom reports are provided for this product as part of this implementation.
14. Historical data loading by Trapeze is not included in the scope of this project. UTA will manually enter any historical absence, incident, and performance data into WM in advance of Deployment if required.
15. An UTA system administrator will be readily available for all configuration, installation, testing and deployment activities.
16. UTA will be required to provide a dedicated representative to coordinate and support training with Trapeze personnel and an authorized resource to sign off on training.
17. Expenses have been included for on-site trips consisting of the following activities:
    a. Design Review, Job Shadowing, Acceptance Testing, Parallel Testing, Training, Deployment Support, Project Management
18. Expenses assume a minimum of two weeks' notice is provided by UTA to Trapeze in advance of any on-site trip being scheduled. Expenses are subject to additional charges if insufficient notice is provided.
19. The delivery of on-site Services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at UTA. Trapeze and UTA may opt to exercise alternate remote options if on-site Services are not feasible.
    a. In the event of travel restrictions Trapeze and UTA will work together to progress the project remotely and agree upon a revised timeline. This change will not impact the cost of the project.
20. The pricing assumes the purchase and the implementation of all modules in parallel.
    a. Should UTA elect to implement any WM modules separately, additional costs will be incurred.
21. The 90-days Software warranty will begin upon installation into production environment.
22. Configuration of additional rules not identified in the Final Design Document will be considered outside the scope of the project.

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a. Any historical data being loaded into Trapeze WM for employees, absences and incidents will require the corresponding configuration (i.e., employee types, employee status types, absence types, incident subtypes), otherwise the record will be ignored by the data loader.

23. Configuration and rule development will be limited to items that can be configured using standard WM configuration parameters.
24. The Payroll Integration will be implemented using a flat file payroll export from the Trapeze WM Software
25. Sign-Ups

- UTA has up to three (3) sign ups per year.
- Operators do not cross between business units/divisions (e.g., para v/s fixed route and vice versa). A driver can choose to bid for a different division, but they would be "moving" to that business for that sign up.

26. Work

- Schedule data for Fixed Route and Rail employees will be imported from FX
- Schedule data for Paratransit employees will come from PASS
- UTA will roster weekly work of eight (8) hours and ten (10) hours shifts.

27. Pay

- Extraboard employees have a seventy (70) hour guarantee over a two (2) week pay period. Extraboard employees are not eligible for daily OT (overtime), but only after completion of forty (40) hours a week.
- Part time employees work less than twenty (25) hours. They have no overtime, guarantee or holiday pay.
- For other employees the overtime (OT) is calculated daily. Daily OT will be calculated after eight (8) working hours.

28. Light and Heavy Rail do not have Extraboard or Part Time employees.
29. Work Assignment Rules include – eight (8) hours rest time, eleven (11) hours' drive time, spread time, max duty.
30. Timekeeping for UTA will continue to be maintained in the home-grown system with a text file to payroll. UTA will continue to use Kronos for administration and maintenance and JDE for payroll.
31. For Timekeeping there will be no rounding and pay will be to the minute.
32. The following WM to EAM integration are included as part of this implementation.

- Employee Package
    i. EAM Employee Time to WM
    ii. WM Employee to EAM
    iii. WM Employee Bid Shift to EAM
    iv. WM Employee Daily Activities to EAM

<u>Employee Self Service</u>

33. Existing hardware supporting ESS will be utilized for this project. If additional hardware is required, Trapeze will provide hardware recommendations, however, hardware costs will not be included in the budget for the ESS implementation.
34. UTA's IT team will be required to support the Internet deployment of the ESS Software. Trapeze will provide recommendations on how to roll out the Software on the internet.

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- UTA is expected to provide Trapeze with their logo to be added to the ESS pages. The logo size requirements for Version 21 are: 681 x 192 pixels.

35. It is expected that UTA will communicate instructions on how to access ESS to their workforce prior to the deployment of the Software in the production environment.

- Trapeze will provide guidance to UTA on how to enter employee login PINs in the Trapeze WM Software.

36. For ESS to go live, UTA must already be using WM Bidding, Dispatch and Workforce Management in production.
37. ESS will be considered live at the completion of Acceptance Testing and installation of the Software configuration in UTA's production environment. UTA will be responsible for the rollout of the Software to their employees.

WM-SIT

38. UTA is required to provide Trapeze with an employee card sample for testing purposes.
    a. Trapeze will use the employee card sample to complete internal testing and provide UTA with compatible card reader options.
39. No special handling of card formatting is included in this project.
    b. Should the employee card require special handling (decryption) upon reading to verify the operator's identity, this will be considered outside the scope of this implementation and additional Services to handle card formatting will need to be procured through the Trapeze change order process.

WM - Display Board

40. UTA is responsible for the purchase and installation of any required server and WM Digital Display Board hardware (servers shall be preconfigured to Trapeze's specifications).

- UTA is responsible for all screens, mounting and cabling required.
- UTA will have all hardware installed and setup prior to Software installation.
- Internet Information Services (IIS) will be installed on the application server.
- Each screen will require a connection to UTA's internal network.
- Each screen will be required to have a unique identifier in order to control the configuration.

41. Each display board screen will only display either Bidding or Dispatch data and UTA system administrators will have the ability to configure the screen to display either one.

WM Mobile

42. UTA will be responsible for creating and maintaining the required Google Play and Apple Developer accounts, which should be procured prior to the installation of the Software in the test environment.
43. Development has been included in this project for the purposes of branding.

- "Branding" includes theme (primary and secondary) colors, headers, and logos only.
- The standard, out-of-box screens will be included as part of this implementation. No additions to screens will be permitted. However, screens can be removed or hidden as requested.

44. UTA is responsible for providing all necessary branding guides, images, splash screens, elements, assets, etc. for customizing the branding of the WM Mobile applications.
45. UTA is responsible for providing users with Apple/Android devices for Acceptance Testing.
46. General menu changes are permitted, including removing standard options, and renaming

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options.

WM-MON

47. OPS-MON will act as a one-way interface to UTA's 3rd party CAD/AVL system. The integration will utilize the standard out-of-the-box Trapeze OPS-MON integration where Trapeze will populate the following tables:
    a. OPSMON Employees
    b. OPSMON Vehicles
    c. OPSMON Assignments

Project Implementation Approach – RISC

The RISC section of the implementation is governed by Exhibit A. This section describes the Subscription Services to be performed by Trapeze and the expectations of UTA throughout the RISC delivery.

Implementation Activities & Deliverables

Activity	Trapeze Responsibilities	Utah Transit Authority Responsibilities	Deliverables
Implementation Project Kick-Off	• Initial planning meeting • Lead implementation kick-off meeting • Collaborate with Utah Transit Authority to create a schedule of implementation activities	• Ensure all appropriate staff attend the kick-off meeting • Assist with developing the schedule • Identify SMEs	• Kick-off presentation • Preliminary schedule
Out-of-the-Box Implementation	• Configure access to RISC for Utah Transit Authority • Lead configuration discovery meetings • Perform or provide support for Utah Transit Authority users to perform configuration of system • Provide coaching and training as needed • Track issues and notify as resolutions completed.	• Participate in iterative system design sessions. • Provide workflows, SOPs, standard forms, and existing reporting as necessary. • Designate decision-makers to determine when/if Utah Transit Authority will convert to a standard RISC subscription	• OOTB RISC Software configured in the Azure cloud • Final business rule configuration s

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Training	• Provide training and/or training material as needed.	• Administrators & SMEs attend configuration sessions. • Identify other agency users and training needs.	• Help guides as requested
Implementation Project Closure	• Communicate status of all tracked issues	• Perform Acceptance Testing • Provide sign-off on the milestone document	• Utah Transit Authority is live in production

RISC Integration Project Activities & Deliverables

The below milestones apply to each integration project that is agreed to be undertaken.

Activity	Trapeze Responsibilities	Utah Transit Authority Responsibilities	Deliverables
Integration Project Launch	• Provide expected timeline. • Schedule the integration project kick-off meeting.	• Confirm in writing that Utah Transit Authority wishes to proceed with an integration with the RISC system.	• Integration schedule / timeline
EAM Integration Discovery	• Conduct discovery • Document integration requirements	• Provide access as necessary to systems for integration • Provide SMEs to participate in discovery	• Integration Requirements document
EAM Integration Configuration & Testing	• Provide Software and support for any on-prem connectors (messaging service). • Track and report on any issues identified.	• Configure API messaging service in Utah Transit Authority's environment, if needed. • Facilitate collaboration with vendors as needed. • Support testing with data entry or access as needed.	• Notification of the beginning of the Acceptance Testing Period
EAM Integration Acceptance Testing	• Track all issues reported as part of project reporting • Timely investigation and resolution of issues	• Perform Acceptance Testing • Escalate issues to the appropriate Trapeze resource • Participate in prioritization of issue(s) • Re-test provided resolutions	• Prioritized issue log • Software deployments, as necessary

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EAM Integration Project Closure	• Begin standard support	• Confirm finalization and closure of all contract deliverables (in writing) • Sign off outstanding milestones	• Integration is live.

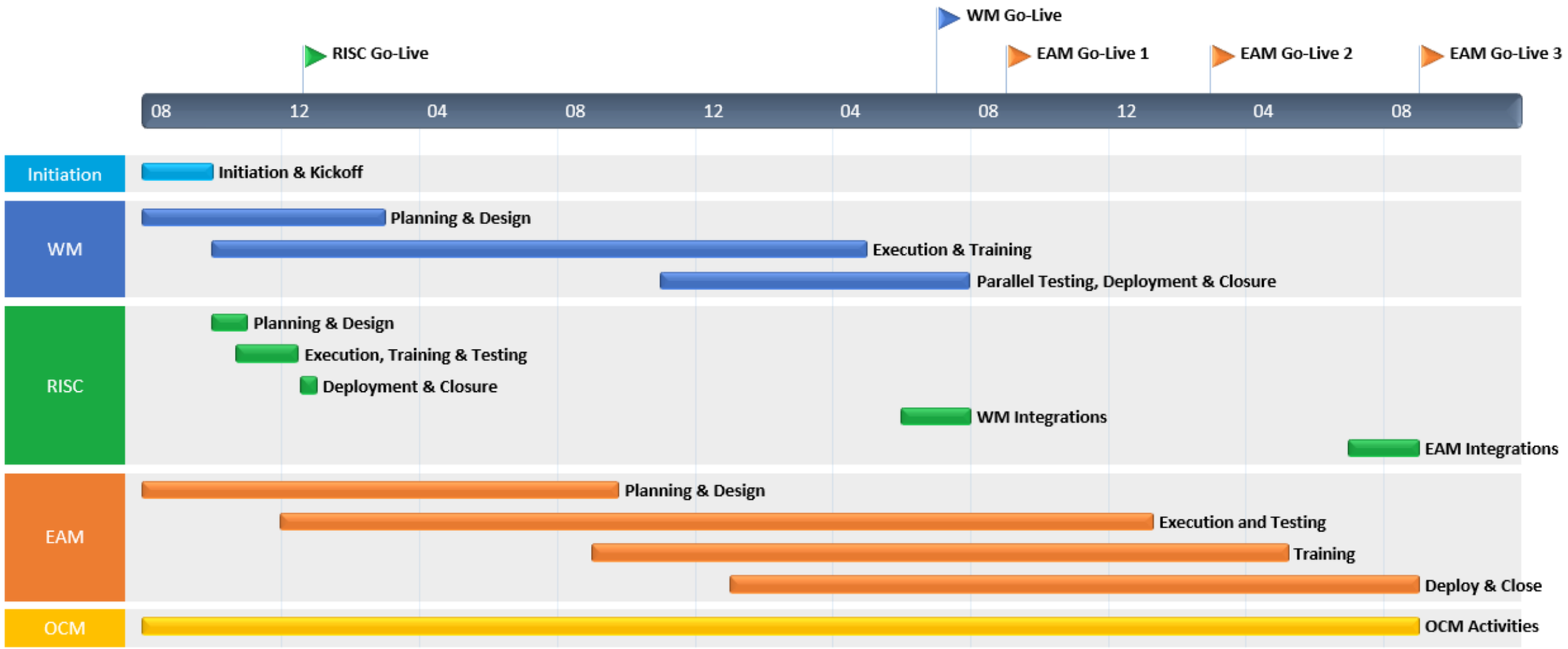
RISC Assumptions and Definitions

1. All activities are assumed to be performed remotely.
2. RISC configurations may be updated by UTA at any time during or post implementation. If the updates should be sent via integration a change order may be required.
3. Utah Transit Authority may choose whether to launch projects to integrate RISC with other software systems either during or after the completion of the initial RISC implementation. A standard charge for integrations will be charged when the kick-off meeting for each such integration project occurs. Pricing assumes the following integrations:
    a. Trapeze Enterprise Asset Management (EAM) - Embedded integration to exchange service order requests and asset information
    b. Trapeze Workforce Management – for trip information and incident data
    c. TBD by Utah Transit Authority – Utah Transit Authority may prefer either the HR system or the ITS system.
4. During implementation, Trapeze and Utah Transit Authority will agree on the severity and priority of all issues identified and track resolutions. Severities are defined as follows:
    a. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
    b. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
    c. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround.
5. For RISC Integration projects:
    a. Acceptance Testing: Following project completion, and once any issues identified as "critical" have been resolved, a period of five (5) business days will be reserved for Utah Transit Authority to conduct additional Acceptance Testing desired.
    b. Go-Live: Go-Live will be no more than 7 calendar days after the later of:
        i. Utah Transit Authority-led Acceptance Testing has been completed, or
        ii. There are no Critical issues to be deployed and tested by Utah Transit Authority
6. At the completion of the overall RISC implementation project, ongoing support will be provided through Trapeze's standard Customer Care procedures.

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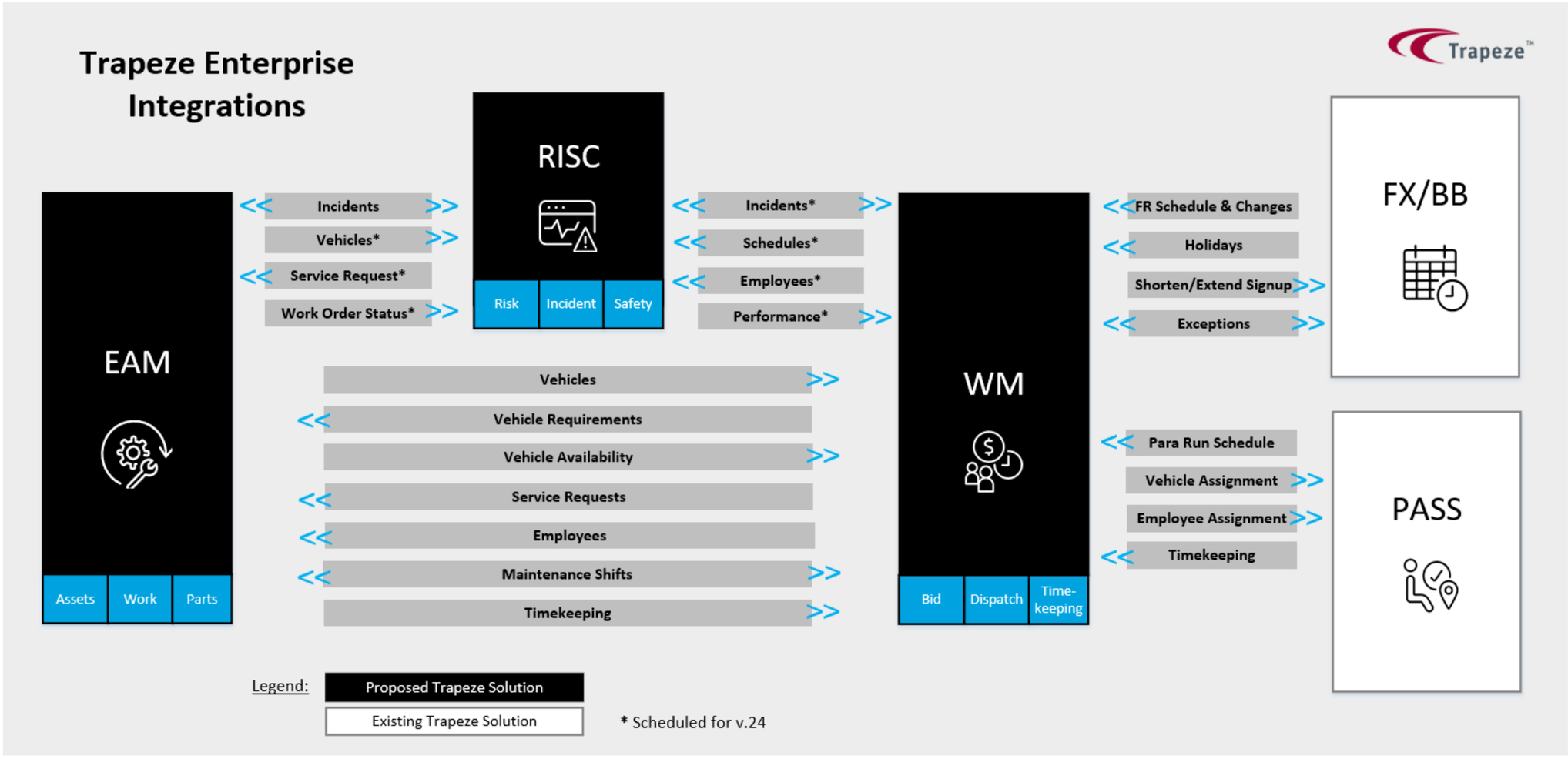
Project Schedule

This is a high-level overview of the project schedule. Please note that a comprehensive, detailed schedule will be included with the final Statement of Work.

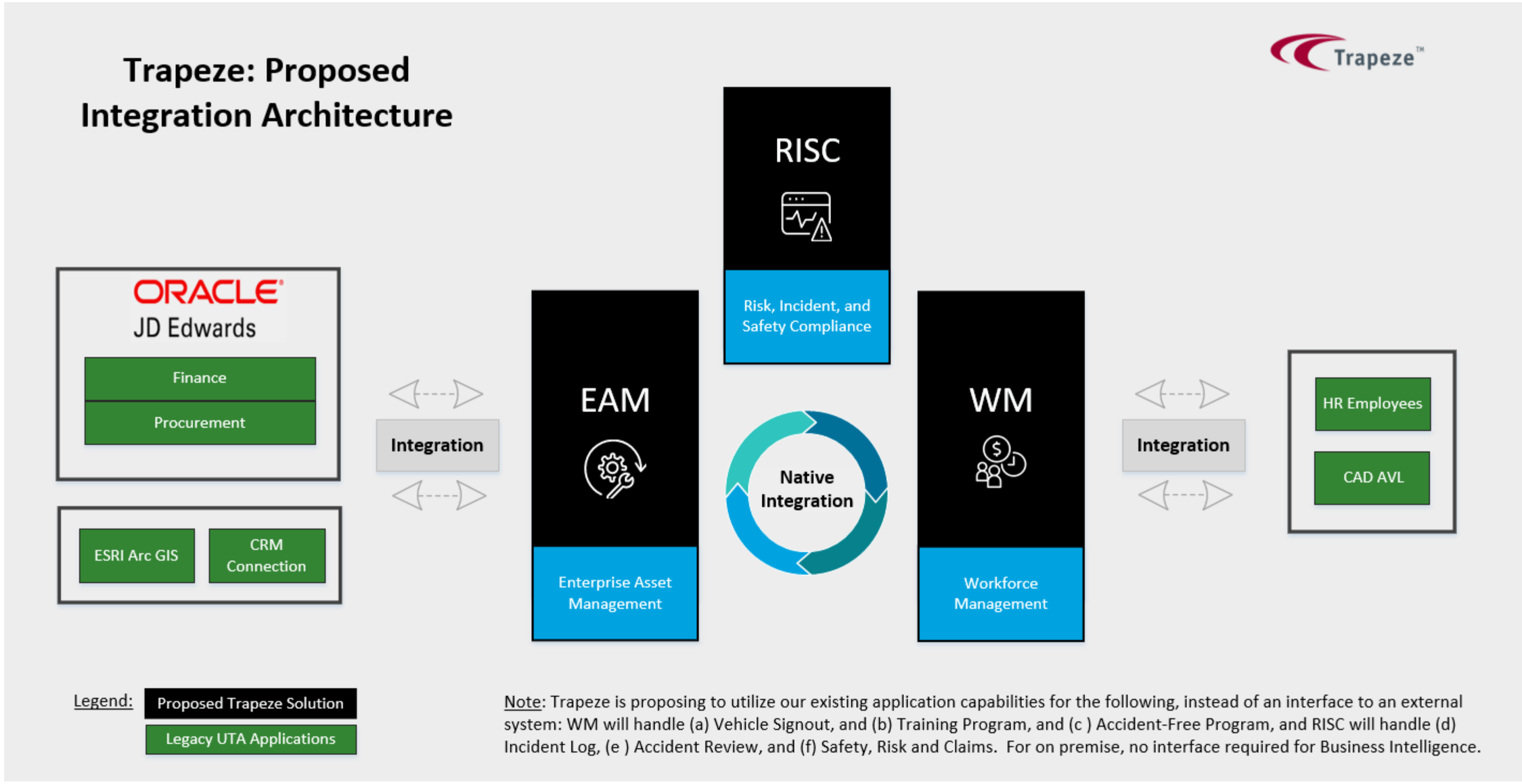


Technical, Security, and Integration Capabilities

The Trapeze solutions included in our proposal (EAM, WM, and RISC) and the applications that UTA already own (FX, PASS) are designed with deep, native integrations to synchronize vital asset, workforce, and schedule data across your organization. ***What does this mean for UTA?*** Because our systems and workflows are designed to work in tandem, we can provide UTA with time to value: faster implementation and less risk; no complicated customizations that will occur with systems from multiple vendors. Based on our knowledge of UTA's environment, we can hit the ground running from day one. Trapeze is the ***only*** vendor who can offer you this deep, native integration. We also have extensive experience interfacing with UTA's third-party systems.



Trapeze understands that a key success factor for this project is integrating the new solution with UTA's other legacy systems (JD Edwards, ESRI, CRM, HR Employees, etc.) Having successfully integrated with JDE at multiple transit agencies, Trapeze's experience in this area is unmatched in the industry. Several of UTA's required integrations are pre-built (ESRI GIS, Active Directory, etc.) which will expedite the project timeline and lower project risk.



Operations System Requirements Matrix

Workforce Management		Rating Response				Notes
Req. #	Requirement Description	SUP	3RD	CST	NS	Notes/Explanation - Links Not To Be Reviewed - <500 Characters
	1. General Information and Communication					
WFM-1	a. The WFM shall provide an Operator Schedule Information System to communicate schedule information.	X				
WFM-2	b. The WFM shall provide an Operator Bid Online Tool	X				
	2. Bid					
WFM-3	a. The WFM shall provide operators with the option to bid remotely, in person and via telephone.	X				
WFM-4	b. The WFM system shall only allow one operator to bid at time with the flexibility to set a time limit.	X				
WFM-5	c. The system shall provide the bid list in seniority order, or as defined in the Collective Bargaining Agreement (CBA).	X				Default is seniority order with ability to manually re-sequence.
WFM-6	d. The system shall provide the capability for an operator to bid on regular, Day Off Relief, Vacation Relief or Extra Board work.	X				Multiple pass option also available for Relief bids.
WFM-7	i. As the work and days off are bid, the system shall keep a running tally of what has been bid already and remove them from view after operator selection.	X				
WFM-8	e. When an operator/supervisor has completed their bid selections, they shall click a button to identify they are done.	X				There is no button to 'finalize' bid requests. Changes are allowed while their bidding window is still active. Once satisfied with requests/preference order, no further action required - requests will become final once bidding window has expired.
WFM-9	i. Auto checks shall be performed for DOT and FRA violations prior to submitting their bid.			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-10	ii. The system shall alert the user to make other selections if violations occur.	X				A validation message will appear preventing the user from proceeding until a valid selection is made.
WFM-11	1. The system shall provide a failsafe in the event a violation does occur.	X				
WFM-12	f. The WFM shall provide a "Pass" (opt out) option if the users so choose.	X				The bid administrator has the option to skip an operator during bidding or remove an operatoror from the bid list, in back office WM. ESS does not provide an opt out option, they just do not sumbit any requests.
WFM-13	g. At the end of their bid selections, the WFM system shall provide an option to print or email the operators bid.	X				WM back office can print Pick Slip. Operators receive in-app employee message in ESS/SIT with notification of awarded bid.
WFM-14	h. The WFM shall provide a screen to display Trapeze FX/Blockbuster change dates.	X				OPS Sign-Up Management screen.
WFM-15	i. The screen shall read the production flags Trapeze creates. (Identify where it is a current or future change date).	X				
WFM-16	i. The WFM shall support the work package assignment for Universal or incremental change days.	X				
WFM-17	ii. The system shall allow this to be set up by specific garage or agency wide.	X				
WFM-18	j. Bid work shall be mode type specific.	X				
WFM-19	k. The WFM shall store and maintain multiple master schedules for each garage or scope.	X				
WFM-20	i. Current, Future and Historical schedules.	X				
WFM-21	ii. Each schedule shall be identified by the effective change day of the schedule.	X				Each schedule has an associated 'Signup Name' with the corresponding date ranges.
WFM-22	l. The WFM shall receive run cut data from Trapeze FX, Blockbuster or Rostering and record the operator bids with the run cut data.	X				
WFM-23	m. The WFM system shall provide two types of Bid sheets for each operator, bid and vacation bid and shall provide a place to attach bid labels.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-24	i. Bid sheets shall be created for Regular, Relief Runs and Vacation Relief.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-25	ii. Bid sheets shall have the ability to be run by operator, garage, or scope.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.

Workforce Management		Rating Response				Notes
WFM-26	iii. The vacation bid sheet shall be run for every full-time operator or interim board operator.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-27	n. The WFM shall provide the operator the capability for the operator to input their bids electronically and via paper (requiring another to enter the bid into the system).	X				
WFM-28	i. The WFM shall provide a printout of their selections at the completion of their bid.	X				
WFM-29	o. The WFM shall support bid process configuration at UTA.	X				
WFM-30	p. The WFM shall understand exception pieces of work from Trapeze and what days they will operate.	X				WM back office can indicate the exceptions in effect.
WFM-31	i. If offered for bid, the bid labels shall reflect which specific days the exception work will operate.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-32	q. The WFM shall understand where relief locations are occurring.	X				
WFM-33	r. The WFM shall support bid work for any necessary operational and administrative roles	X				Support for bidding of Extra Work, that can be defined for non-operator work, which can also be rostered within WM.
WFM-34	i. The WFM shall allow for different rules to be set for each type of employee.	X				
WFM-35	s. The WFM shall be flexible enough to allow shifts to be built within the system. For example, our Rail department builds Report shifts for AM, PM, or ORO (Overnight Report). This data does not come from Trapeze.	X				WM Extra Work.
WFM-36	i. These shifts could carry from one change day to another.	X				
WFM-37	1. The system shall allow a user to copy or change the end date as needed.	X				
	u. Vacation Bid Entry					
WFM-38	i. The system shall be capable to utilize orchestrations or APIs to import vacation data from UTA's HRIS system.	X				Operator seniority and accrual balances can be imported with standard Employee Import interface.
WFM-39	ii. The system shall include a vacation quota field to enter a number of how many vacations to be offered per week per garage/scope.	X				
WFM-40	iii. The systems shall provide a way to identify Undesirable Weeks for bidding.	X				Can define Absence Type/Absence Quota Type with Prime Periods to indicate Undesirable weeks. Undesirable weeks will be clearly indicated in ESS with a 'star' symbol and with every other week being unavailable for selection.
WFM-41	1. The system shall pay out 8 hours to an operator who bids and successfully takes the undesired week of vacation.	X				WM will update accrual balance and generate pay as per desired configuration.
WFM-42	iv. The vacation bid screen shall only show the available bid weeks that are left and the weeks the role can bid on based on CBA defined benefit schedule (requires configuration ability).	X				
WFM-43	v. The WFM shall enter SDV (Single Day Vacation) days for a range of dates and recognize each day as a separate entry.	X				
WFM-44	vi. Authorize users shall have the ability to review vacations by Garage/Scope, Operator Type, Individual, Supervisor Team, other configured roles.	X				Employee Absence Monitor screen.
WFM-45	vii. The system shall provide the capability to view, track and update vacation absences.	X				
WFM-46	viii. After the vacation bid is complete the system shall create a sheet that shows what the operator has bid on, and any deferred weeks for the next fiscal year.	X				The Accrual Balance Details report can be run to show bid selections and any remaining balance.
WFM-47	v. The WFM shall be able to analyze when work needs to be filled by extra board operators and efficiently create the work window periods of time.	X				Stand By work windows can be created daily and/or bid upon as needed. EB can be assigned via various automated tools: Work Assignment Assistant (daily assignment) or OPS Weekly Roster (weekly assignment).
WFM-48	w. The WFM shall be able to create a custom work package for an operator utilizing the unbid work based on the agency's needs. Work packages could be an entire run or partial run for one or more days. Different runs could be selected for different days.	X				Unbid work can be rostered for bidding using OPS Roster Management screen. Weekly rosters can also be created for EB on a weekly basis comprised of any open work.
WFM-49	x. The WFM shall have the capability to open work that has been vacated. The system will allow the work to be bid on and then cascade down the work.	X				* MODULE NOT PRICED - CAN BE ADDED IN NEGOTIATIONS*. Operational Bidding module allows for sub-bids within Sign-Up. e.g. Open Run bid, EB Bid, Hold-down bid, Vacation Relief bid

Workforce Management		Rating Response				Notes
WFM-50	1. This process shall be automated. The open work shall be shown as available for bid in the online bid program. The highest seniority operator would be awarded the work. Their work would then be rebid down in seniority.	X				
WFM-51	y. Bid Reports - See Appendix A					
WFM-52	i. Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-53	ii. Relief Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-54	iii. Vacation Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-55	iv. Bid Type Quota Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-56	v. Day Off Quota Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-57	vi. Vacation Relief Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-58	vii. Vacation Relief Bid Report	X				
WFM-59	viii. Operator Bid Sheet (Pre and Post Bid)	X				
WFM-60	ix. Relief Operator Bid Sheet			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-61	x. Operator Vacation Sheet			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-62	xi. Operator Vacation Liability	X				Accrual Balance Details report will display accrued vacation not yet taken.
WFM-63	xii. Work Window Assignment Report	X				
WFM-64	xiii. Regular Bid List	X				
WFM-65	xiv. Others as requested by agency.	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	3. Dispatch					
	a. Daily Dispatch					
	i. The WFM system shall include the following functions for Daily Dispatch:					
WFM-66	1. Insert	X				
WFM-67	2. Update	X				
WFM-68	3. Cancel	X				
WFM-69	4. Recreate Run	X				Restore function for previously split run and Resume function for previously cancelled run.
WFM-70	5. Previous/Next Day	X				
WFM-71	6. Navigation to the absence screen	X				Show Employee Profile button from Daily Activity screen.
WFM-72	7. Insert Missout	X				Open work/create absence functions.
WFM-73	8. Insert Non-Operating Work	X				Create extra work function to represent non-operating work.
WFM-74	9. Insert Delay Time	X				Edit Work Times/Create extra pay.
WFM-75	10. Split a Piece of Work	X				
WFM-76	11. Combine Piece of Work	X				Group Open Work screen.
WFM-77	12. Select Operator	X				
WFM-78	13. Report Shift Selection	X				
WFM-79	14. Show Relief Stops	X				
WFM-80	15. Navigate to Time Code Entry screen.			X		Can open Timekeeping screen concurrently for desired employee. For direct navigation from dispatch screen, would require customization. * NOT PRICED - CAN BE ADDED IN NEGOTIATIONS *
WFM-81	16. Navigate to or Display the Block sheet.			X		Driver paddle can be loaded from Daily Activity. Can open standard Vehicle Assignment by Block report concurrently. To display Block paddle would require customization. * NOT PRICED - CAN BE ADDED IN NEGOTIATIONS *
WFM-82	17. Handle Trade shifts	X				Work Planner with Trade absence/pay rule configuration.
WFM-83	a. Do not show the shift as overtime for working on a bid day off if the work was traded with another operator.	X				Pay handling done outside of work assignment/dispatch.

Workforce Management		Rating Response				Notes
WFM-84	18. Be able to assign more than one operator to a piece of work. Only one work code is allowed for each piece. Provide a flag if a second operator is assigned to the same piece of work as another operator.	X				Duplicate Coverage configuration produces two records for each source work record which allows assignment of different operators for the 'same work'. Pay rules can also be applied differently for each respective operator assignment.
	ii. Daily dispatch shall provide the user the capability to select and view the work by:					
WFM-85	1. Garage/Scope	X				
WFM-86	2. Date	X				
WFM-87	3. Operator	X				
WFM-88	4. Block number	X				
WFM-89	5. Run number	X				
WFM-90	6. Route number	X				
WFM-91	7. Start time	X				
WFM-92	8. End time	X				
WFM-93	9. See all open pieces of work	X				
WFM-94	10. Non-operating pieces of work	X				
WFM-95	11. Scheduled driver	X				Bid Employee Badge/Name.
WFM-96	iii. Selected work shall be displayed by showing the details associated to work piece, including Run/Block details and operator information.	X				
WFM-97	iv. The WFM shall display the Work Windows in the daily dispatch screen when an extra board operator is being displayed.	X				Daily Activity can show both open SB work and list of unassigned EB operators at same time.
WFM-98	1. A notification shall be given if an operator is scheduled outside their work window.	X				All published work is displayed in EB/Volunteer Posting Reports via ESS. Employee Messages can also be sent and received via ESS.
WFM-99	v. The WFM shall show a list of extra work volunteers and be able to add the operator from the list onto a piece of work.	X				
WFM-100	vi. The WFM shall allow the addition or deletion of a travel flag for the operator to be given the travel time if awarded.	X				Work can be edited for Start/End Travel time. Can also be issued via Extra Pay.
WFM-101	vii. The WFM shall be able to switch to a time off screen to view time off balances.	X				"Show Employee Profile" button navigates from Daily Activity dispatch screen.
WFM-102	viii. The WFM shall be able to view the open work, volunteer extra work, and the report shifts at the same time.	X				
WFM-103	ix. Be able to manage part time employees and keep their hours within the part time hour allotment.	X				Work Assignment Rule for PT to limit work time.
	b. Operator Check In/Fit for Duty					
WFM-104	i. The WFM shall provide a way to automatically check in an operator, and a warning function shall be included to alert the dispatcher if an operator has not checked in in time.	X				SIT allows for either operator sign on or by dispatcher on behalf of operator and allows for auto sign off. Daily Activity screen 'Work Coverage at Risk' + SIT audible warning alerts dispatch of operator not having signed on yet within defined threshold.
	c. DOT/ FRA Regulatory Compliance and Override					
WFM-105	i. The WFM shall calculate Rail Fatigue Analysis and track Hours of Service for all covered roles.		X			* NOT PRICED - CAN BE ADDED IN NEGOTIATIONS *
WFM-106	ii. The WFM shall provide a DOT / FRA override that compares DOT / FRA rules to each operator and provide a flag to the dispatcher when violations occur or when an operator is nearing a violation.			X		Work Assignment Rules provide warnings and hard block options. Can override violations with 'waivers'. Additional customizations would be required for FRA rules.
WFM-107	iii. The WFM shall remove the operator from their work to accommodate the violation.	X				The work assignment is prevented if hard block configured and no waiver.
	d. Daily Create					
	i. The Daily create function is run by the user to finalize a day's work.					
WFM-108	1. The WFM shall run based on the data in the system for the identified day and run as often as the user requests it.	X				
WFM-109	2. It shall pull the work scheduled for the date identified from Trapeze FX/Blockbuster.	X				

Workforce Management		Rating Response				Notes
WFM-110	3. The WFM shall add bid records, vacation selection records and assign operators to bid work.	X				
WFM-111	4. The WFM shall provide an optimization process (available to run daily, weekly, and by pay period) to assign work to extra board operators	X				Group Open Work - manually/auto group smaller open pieces of work. OPS Weekly Roster - create a roster from open work and assign to EB. Work Assignment Assistant - manually or auto assign work to EB/VOL. Suggest Work - suggest open work to EB/VOL. Suggest Employee - suggest EB/VOL to open work.
WFM-112	5. The WFM shall be able to manage overnight shifts in cases where the shift is started in the afternoon and carried over into the morning of the next day but is still considered the same shift for the previous day.	X				
WFM-113	6. The WFM shall examine pieces of work being put together manually and flag the scheduler if there is less than 1 hour between two pieces of work. The system, during the daily create process, shall not automatically put together two pieces of work for one operator if the time between the two pieces of work is less than 1 hour.	X				Work Assignment Rule (Min. Intervening).
WFM-114	7. The WFM shall identify which pieces of work are for a rail operator, train host or supervisor and assign the work accordingly. Then identify which pieces of work are still open.	X				
WFM-115	8. The system shall provide a flag if an operator is assigned to a piece of work that is assigned to a different garage than the operator reports out of. The user shall be able to continue to assign that piece of work if desired.	X				Work Planner screen (future long-term work) assignment will prompt if wish to re-assign employee's garage. Daily Activity screen can notify/allow with skills configuration; the screen can also show employee and work division respectively.
WFM-116	9. The system shall manage change work requests.	X				
	e. Daily Report Shifts					
WFM-117	i. The WFM shall create daily report shifts if they have been created to exist throughout a change day period.	X				Extra Work (Stand By) can be scheduled for entire or specific periods within a Sign-up period.
WFM-118	ii. The WFM shall display these pieces of work in the open work category to be assigned by the dispatcher to either an extra board operator or a regular operator.	X				
WFM-119	iii. The WFM shall provide the option to assign this work to the extra board as part of the Daily Create process.	X				This assignment can be auto-triggered as part of the Daily Create process or manually triggered afterwards.
1	f. Volunteer Extra Work					
WFM-120	i. The WFM shall provide a means for the operators to volunteer for overtime via a computer interface and via a call-in system (interactive voice response system).	X				Can provide Volunteer Status or send Memo via ESS. Volunteer Status for entire signup can also be enabled during Bidding process via ESS bid requests. No support for IVR.
	g. Time Off Request					
WFM-121	i. The WFM shall provide a means for an operator to submit a request for time off via a computer interface and via a call-in system (interactive voice response system).	X				Operators can submit via ESS -> Absence Request. No support for IVR but WM users can take call information and manually input into system where it will be placed in correct sequence order among electronic and manually entered requests.
	h. Special Service					
WFM-122	i. The WFM shall provide a screen enabling the scheduler to add special service trips. These trips are pieces of work not included in the scheduled work sent over from Trapeze FX, BlockBuster, or Rostering.	X				Extra Work can be created in response to planned work or unexpected events. e.g. Specials, Standby, Casual work
WFM-123	1. The WFM shall allow for the administrator to create special service categories that can be used by any garage.	X				
WFM-124	2. The WFM shall enable the special service pieces of work to be modified, copied, and printed, as necessary.	X				
WFM-125	3. The WFM shall allow the pieces to be copied onto another day.	X				Extra Work can be cloned.
WFM-126	4. The special service pieces of work shall give the option to input a beginning date and ending date.	X				
WFM-127	5. The WFM shall provide a free text area for routing and pick up instructions.	X				Free-Text comments can be added on the work record. An OPS Bulletin can be added for ESS notification to operator.
WFM-128	6. An optional approval process will be set up and a Special Service trip would not be added to the daily run detail until it is approved. After it has been approved it can become open work assigned by the Daily Create process.	X				Can be accomplished with defining a workflow and a combination of automated and manual process.

Workforce Management		Rating		Response		Notes
WFM-129	a. The WFM shall provide a way to mark a Special as Canceled or Pending.	X				Can utilize WM Published Work process to indicate work as final, no longer pending.
WFM-130	7. The WFM shall produce a Special Service assignment sheet for the operator, to include instructions.			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-131	8. The system shall allow for specific block number ranges to be assigned to different Special Service types (i.e., Emergency bus bridges block range 1900 to 1950, State of Good Repair block range 1951 to 1975 etc.). This shall be specific for each garage.			X		Properties allow for block range but is applicable to all Extra Work, not subsets of. * NOT PRICED, CAN BE ADDED IN NEGOTIATIONS * Can add additional properties for each Work Subtype to specify block range.
WFM-132	9. For timekeeping purposes, the WFM will know that each piece of work is pulling in and out of a garage and will assign the pullout and pullin times as set up in the rules.	X				Pay configuration is based on FX/BB-provided time parameters which will account for both revenue and and non-revenue time as scheduled (e.g. report, travel, clear, etc.) . Rules will generate pay accordingly.
WFM-133	a. The WFM system shall include check boxes to add in the pull in and pull out and assign the time as appropriate.	X				Sign On/Off location info is displayed and any non-revenue time is provided by FX/BB with the ability to update/edit in Daily Activity dispatch screen. Pay rules will consider any updates to the default values.
WFM-134	10. The WFM shall provide the ability to copy existing, ongoing special trips and to copy an existing piece of work and to include the ability to adjust the time of the piece of work that was copied.	X				Extra Work can be copied. WM Extra Work can be created for import of block/trip info from an FX/BB run. Extra Work allows for adjusting of time.
	i. Scheduled Non-Operating Work (SNOW)					
	i. Scheduled Non-Operating Work (SNOW) is work that is not part of a regular operator's bid or not usually considered part of revenue hours and could be a meeting or participation in a task team.					
WFM-135	1. The WFM shall create and maintain a table to flag which codes are non-operating and which codes are included in drive time.	X				Work Subtypes (Extra Work) can be configured to indicate operating vs. non-operating work.
WFM-136	2. The WFM shall provide the capability to enter SNOW assignments data and to display them.	X				
WFM-137	3. Garage entry, Date, Start and End date, Alias Time Code associated with the SNOW assignment, Badge, Name, Open Work flag, Start Time, End time, and Comment field.	X				
WFM-138	4. The WFM shall create the SNOW code as part of the daily create.	X				
	j. Extra Board Posting					
WFM-139	1. The WFM shall create the posting as a report that is customizable by the garage.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-140	2. The WFM shall be capable of providing this information to an operator via a computer system or through other technologies.	X				ESS Posting Report.
WFM-141	3. The WFM shall provide the capability for the user to identify whether the work is:					
WFM-142	a. Final Posting – ready for the operators to receive their schedule.	X				Final Posting is when Publish Assignments process is run; this is manually triggered.
WFM-143	b. Soft Posting – can provide information to the operator but they will need to call back after the cut off for the final posting time as defined by the CBA.	X				Can add a footer message to indicate 'Not Final Until x:xx PM' on EB Posting screen in ESS.
WFM-144	c. Or the schedule is not ready for the operator to hear at all.	X				ESS provides option to show work assignments only if day is published.
	k. Daily Dispatch Calendar					
WFM-145	i. The Daily Dispatch Calendar is needed to provide a place to store all approved time off and update if the time off request is canceled.	X				ESS Calendar displays pending and approved absence requests with ability to delete. Absence Requests screen in WM displays all requests with abiity to delete.
WFM-146	1. This calendar shall be accessible by the operator, supervisor, office specialist or manager electronically.	X				
	l. Reports – See Appendix B					
WFM-147	i. Daily Posting					
WFM-148	1. Currently we have different postings for TRAX, Frontrunner, and Riverside.	X				
WFM-149	ii. Approved Absence Report	X				All standard Absence reports have Division filter.
WFM-150	iii. Board Work Window Accumulated Hours	X				EB Daily List will show all work assigned for the day.
WFM-151	iv. Daily Absence Report	X				
WFM-152	v. Daily Run Detail	X				
WFM-153	1. By Block or Run	X				Daily Activity report (By Work Name). Vehicle Assignment by Work Name (By Work Name).

Workforce Management		Rating Response				Notes
WFM-154	2. Weekly	X				Employee Activities report.
WFM-155	vi. Day Off Report	X				Days Off by Seniority report.
WFM-156	vii. Operator Volunteer Overtime Report	X				Employee Profile report - Volunteer.
WFM-157	viii. Operators with no work	X				Daily Activity Exceptions report.
WFM-158	ix. Pending Absence Report	X				An Ad Hoc report can pull all absence requests that have not yet been processed for a date range.
WFM-159	x. Report Shifts	X				Daily Activity screen can apply filter on Work Types.
WFM-160	xi. Rolling DOT Weekly Hours			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-161	xii. Trainee Assigned Hours			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-162	xiii. Training Go to Work			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-163	xiv. Unscheduled Absence Report	X				Standard Absence reports can be run for specified absence types.
WFM-164	xv. Volunteer Overtime Posting	X				Volunteer Posting report.
WFM-165	xvi. Work Assignment Sheet	X				Various work assignment reports available.
WFM-166	xvii. Others as requested by agency	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	4. Master Schedule					
WFM-167	a. The WFM shall provide a master schedule to view, add and create work assignments per change day period.	X				Work Planner.
WFM-168	i. This would be filtered by Garage, Garage Scope, and Change Period.	X				
WFM-169	ii. This will contain the run, block, and route information from Trapeze.	X				
	5. Operator					
WFM-170	a. The WFM shall receive employee information from UTA's current system of record JDE as often as needed by agency.	X				
WFM-171	b. The WFM shall only allow authorized users to access operator records.	X				Division/Garage-based security.
WFM-172	c. The WFM shall track what, when and who updated the operator information.	X				
WFM-173	d. The WFM shall store all operator information, including but not limited to:					
WFM-174	i. Name	X				
WFM-175	ii. Badge	X				
WFM-176	iii. Alternate Name/Patch ID	X				
WFM-177	iv. Address	X				
WFM-178	v. Emergency Contact Information	X				
WFM-179	vi. Seniority Information	X				
WFM-180	vii. Benefit date and balances	X				
WFM-181	viii. Hire Date	X				
WFM-182	ix. Employee Status	X				
WFM-183	x. Employee Type	X				
WFM-184	xi. Operator Type	X				
WFM-185	xii. Pay Rate	X				
WFM-186	xiii. Physical date and provider, along with expiration date	X				
WFM-187	xiv. Qualifications	X				
WFM-188	xv. Supervisor Assignments	X				Represented by Extra Work assignment to indicate 'Supervisor' work.
WFM-189	1. Including Temporary Supervisor assignments.	X				

Workforce Management		Rating Response				Notes
WFM-190	2. The WFM system shall keep historical records.	X				
WFM-191	e. The WFM shall provide the ability to maintain the operator's driving qualifications.	X				
WFM-192	i. The WFM shall also provide the capability for an administrator to maintain the list of qualifications needed, this includes being able to delete, add to or modify the list.	X				
WFM-193	f. The WFM shall provide the capability to change operator types and maintain a history of who made the changes and show the date and the change that was made.	X				
WFM-194	g. The WFM shall provide the Operators with an option to view an Operator Interface that is accessible outside of the UTA network.	X				Possible with a public-facing ESS implementation.
WFM-195	i. It is desired to have access to an operator calendar, bid online, schedule vacation/day off requests, volunteer for overtime etc. through a web-based program which shall be available outside the UTA network.	X				Possible with a public-facing ESS implementation.
	h. Reports – See Appendix C					
WFM-196	i. Expiring Certification	X				Expiration Dates report.
WFM-197	ii. Operator Detail	X				Employee Profile report.
WFM-198	iii. Operator Perfect Attendance	X				Perfect Attendance Bonus screen.
WFM-199	iv. Operator Probation	X				Ad-hoc report based on employement date fields or employee type.
WFM-200	v. Operator Qualifications	X				Employee Profile report - Skills.
WFM-201	vi. Operator Seniority	X				Seniority report.
WFM-202	vii. Operator License	X				Employee Profile report - Skills / Expiration Dates report.
WFM-203	viii. Operator Physicals	X				Employee Profile report - Skills.
WFM-204	ix. Birthdays/Anniversaries Report	X				Anniversary Year report.
WFM-205	x. Supervisor Goals and Statistics	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-206	xi. Others as requested by agency	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	6. Performance Evaluation					
WFM-207	a. The WFM shall provide a way to track Operator Performance and disciplines (i.e., Missout, short notice absences, accidents).	X				
WFM-208	i. The WFM will allow for these codes to be added, updated, or edited by the system administrator.	X				
WFM-209	ii. The WFM shall follow all UTA CBA rules for tracking and reporting.	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	7. Supervisor Assignments					
WFM-210	a. Supervisor Assignments	X				Can create Extra Work to indicate a Supervisor work assignment.
WFM-211	b. Temporary Assignments	X				Can create Extra Work to indicate a Temporary work assignment.
WFM-212	c. Daily Codes Violation	X				Work Assignment Rules Violations report.
	8. Timekeeping and Payroll Processing					
	a. Alias Time Code versus Time Codes					
	i. Alias Time Code Scope					
WFM-213	1. The system shall provide the capability to support the use of the Alias Time Code Versus the Time Codes.	X				Alias Time Code = WM Pay Code. Time Code = WM Payroll Code.
WFM-214	a. Alias time codes are the time codes used by operations to identify the work that an operator performed. There are more Alias time codes than time codes to enable operations to track work at a more detailed level. The time codes are the codes used by payroll to	X				WM supports one-to-many Time Codes vs. Alias Time Codes.

Workforce Management		Rating Response				Notes
	calculate an operators pay. Payroll does not need as many time codes for them to track pay, so there are fewer time codes than Alias time codes.					
WFM-215	2. This capability shall be developed to enable changing Alias time codes and time codes and their relationships.	X				
WFM-216	3. The WFM shall identify the relationship between the two sets of codes.	X				
	ii. Time Code/Alias Time Code Record					
WFM-217	1. The system shall provide the capability to support the use of the Alias Time Code Record.	X				
WFM-218	a. Alias Time Code Record is a way to take the group formed in the Alias Time Code Scope and determine which of the codes fit into the group that was set up.	X				
WFM-219	2. The system shall provide the capability to recognize and support the Alias Time Codes and the Time Codes.	X				
WFM-220	a. Each Alias Time Code must tie back into a Time Code.	X				
WFM-221	i. These codes are not what are seen during the dispatch and payroll processes and occur in the background.	X				
	b. Time Code Entry					
WFM-222	i. The WFM shall provide the capability to add or modify scheduled time/event on existing records.	X				
WFM-223	1. For example, adding Accident Report pay of 30 minutes.	X				
WFM-224	ii. The WFM shall provide the user with the option to create a Bulk entry where a user can select the delay reason to attach to all entries.				X	SIT can automatcally issue extra pay of a specified type upon late sign off which is recognized by timekeeping process. No support for bulk entry of extra pay.
	c. Time off Tracking					
WFM-225	i. The WFM shall provide the capability to build rules to maintain and manage time offs in conjunction with how many hours are in the operator's account.	X				Day Off Quotas, Accruals, Absence Requests, and Bid Absence Matrix are all tools to enforce and help manage quotas, bidding for time off, validating accrual balances, and processing of time off requests.
	d. FMLA tracking					
WFM-226	i. The WFM shall maintain the FMLA hours that are available by law.	X				
WFM-227	ii. Track usage of hours and maintain the current balance.	X				
WFM-228	iii. Enable adding and subtracting hours based on usage, anniversaries of the start date of the FMLA and based on a rolling year.	X				
WFM-229	iv. Track several types of FMLA leave occurrences.	X				
WFM-230	1. Intermittent	X				
WFM-231	2. Concurrent	X				
WFM-232	3. UTA FMLA Parental Leave	X				
	e. Timekeeping					
WFM-233	i. The WFM shall allow timekeeping to be set up for dispatchers, office specialists or managers to review the hours assigned to each operator for the pay period.	X				
WFM-234	ii. Rules for timekeeping shall be set up and maintained by an administrator.	X				Pay Rules are part of project implementation, configured by Trapeze.
WFM-235	1. The rules shall be able to be adjusted by an administrator if a union contract or company rule changes.	X				Depending on scope of change, may require T&M or fixed price work order.
WFM-236	iii. Rules shall be able to be set up by garage or scope and operator type.	X				Pay Rules are highly configurable to allow for granular definition by garage, employee type, etc.
WFM-237	iv. The WFM shall allow for timekeeping adjustments be made on previous pay periods.	X				WM allows for timekeeping adjustments for posted days.
WFM-238	1. These adjustments shall be sent to JDE for automatic processing.	X				Prior Pay Adjustments functionality. A full design review will need to be completed to determine fit for UTA's process to determine if customizations are required.

Workforce Management		Rating Response				Notes
WFM-239	2. The payroll analyst shall be notified of the change.				X	Payroll analyst will be presented with any out-of-period adjustments during prior pay process. But no notifications will be sent at the time the actual out-of-period events are entered.
WFM-240	3. The adjustment shall include a comment field to indicate why the adjustment was made.	X				
WFM-241	v. The WFM shall make changes to an operators pay easy to manage.	X				
WFM-242	1. The process shall be easy and not require an excessive number of steps.	X				
WFM-243	a. When changing codes, field could be a drop down or allow for typing in the code.	X				
	vi. Reports – See Appendix D					
WFM-244	1. FMLA Hour Tracking	X				Employee Profile report - FMLA Balance/Certifications.
WFM-245	2. Platform Hours	X				Timekeeping reports.
WFM-246	3. Timecard Detail	X				
WFM-247	4. Timecard Summary	X				
WFM-248	5. Time Extract Grid	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-249	6. Timekeeping Exceptions	X				Timekeeping Exceptions report.
WFM-250	7. Wage Increase Report			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-251	8. After Payroll Corrections	X				Prior Pay Adjustments functionality.
WFM-252	9. Others as requested by agency or recommended by vendor.	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	9. Additional Reporting					
	a. Reports not identified in other sections of the RFP.					
WFM-253	i. Training	X				Trapeze is proposing their standard suite of reports with the solution. Any addiitional custom-developed reports can be negotiated.
WFM-254	1. Student Information Sheet	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-255	2. Training Go to Work	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-256	ii. Special Services	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-257	1. Comparison	X				Require further discovery/requirements. A wide array of standard reports exists as does the ability to create ad-hoc reports.
WFM-258	iii. IVR Reports				X	IVR not supported for absence requests
WFM-259	1. Daily Requested Days Off	X				Absence Requests screen
WFM-260	2. IVR Approved Absence	X				Absence Requests screen
WFM-261	3. IVR Pending Absence	X				Absence Requests screen
WFM-262	4. IVR Requested Days Off	X				Absence Requests screen
WFM-263	5. IVR Requested Days off Notification	X				Absence Requests screen will display all requests (pending and processed) for the specified date range.
WFM-264	6. Requested Days off Summary	X				Absence Requests screen
WFM-265	iv. Other reports as requested by agency.	X				Require further discovery/requirements. A wide array of standard reports exists as does the ability to create ad-hoc reports.
WFM-266	v. Service related NTD reporting including MR-20 and S-10.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	10. Administration					
WFM-267	a. Table Maintenance					Admin users have access to all ancillary/configuration screens.

Workforce Management		Rating Response				Notes
WFM-268	i. Garages	X				
WFM-269	ii. Garage Scope	X				
WFM-270	iii. Employee Type	X				
WFM-271	iv. Employee Status	X				
WFM-272	v. Operator Type	X				
WFM-273	vi. Discipline and Performance	X				
WFM-274	vii. Qualifications	X				
WFM-275	viii. Service Type	X				
WFM-276	ix. Special Service Type	X				
WFM-277	x. Daily Code Violations	X				
WFM-278	xi. Vacation Calendar	X				
WFM-279	xii. Board Assignment Parameters	X				
WFM-280	xiii. Security	X				
WFM-281	xiv. User maintenance					
WFM-282	1. The WFM system shall integrate with Okta and Active Directory to grant User permissions.				X	AD is supported, can utilize Directory Server Authentication. Okta not supported.
WFM-283	2. The WFM system shall provide system administrator the ability to determine what parts of the system that a user has access to.	X				
WFM-284	xv. Operations Calendar	X				

Enterprise Asset Management		Rating Response				Notes
Req. #	Requirement Description	SUP	3RD	CST	NS	Notes/Explanation - Links Not To Be Reviewed - <500 Characters
	1. Preventive Maintenance					
EAM-1	a. The solution shall be able to forecast preventative maintenance as well as review, modify and print the forecasted schedules.	X				
EAM-2	b. The solution shall have the ability to create, add, subtract and modify tasks associated to the preventive maintenance cycle as well as link and unlink maintenance tasks.	X				
EAM-3	c. The solution shall have the ability to create work orders and/or tasks for a group of assets or a type of assets. For example, UTA may run a maintenance campaign to replace brake components on all buses of a certain make/model.	X				
EAM-4	d. The solution shall provide for at minimum the management of spare parts, tools, and other materials (separately) including the forecast of materials.	X				
EAM-5	e. The solution shall be able to create preventive maintenance plans for a variety of schedules, such as by date, by mileage or by a specific calendar date. For example, some cycles are 28 days and will fall on a different calendar date each month.	X				
EAM-6	f. The solution shall be able to create preventive maintenance cycles for a piece of equipment and be able to add to, subtract from, delete, or combine cycles as needed.	X				
EAM-7	i. Preventative Maintenance cycles shall have the ability to be hierarchical. For example, the 100,000 mile cycle could include all of the 50,000 mile tasks, and the 50,000 mile cycle could include all of the 12,000 mile tasks.	X				
EAM-8	g. The solution shall be flexible enough to have preventive maintenance schedules based on previously completed preventative maintenance tasks performed, as well as a previous scheduled date.	X				
EAM-9	h. The solution shall provide an intuitive, user friendly, interface that minimizes user clicks and navigation to complete tasks.	X				
	2. General Work Order Requirements					
EAM-10	a. The solution shall have the ability to create work orders for repair, inspections, and other purposes as the business needs require.	X				
EAM-11	b. The solution shall allow multiple open work orders on the same asset, which may be in various phases of completion.	X				
EAM-12	c. The solution shall have the ability to create work orders with multiple tasks and add tasks to the same work order.	X				
EAM-13	d. The solution shall allow work orders to be related to other work orders and grouped as needed.	X				

Enterprise Asset Management		Rating Response				Notes
EAM-14	e. The solution shall have the ability to generate a work order as a result of a problem found during a preventative maintenance or inspection and link the preventive maintenance or inspection and the repair work orders.	X				
EAM-15	f. The solution shall have the ability to create a set of standard templates for all work order types within the system. UTA must be able to modify these templates as new situations require.	X				
EAM-16	g. The solution shall have the ability to track any type of event and manage follow up activities. For examples, accidents, emissions, and spills.	X				
EAM-17	h. The solution shall relate costs, allocate and reserve parts and material to work orders. For example, when work has been performed on an asset, the user should be able to view the work performed as well as the costs related to the work (including equipment, labor, and materials).	X				
EAM-18	i. The solution shall have the functionality to track various phases of a work order. For example, on completion of work the status may change to automatically invoke approval from a supervisor prior to the work order being deemed closed and therefore not allowing any further processing to the work order.	X				
EAM-19	j. The solution shall allow documents attached to work orders be searchable. If the documentation is an image or contains images, that the tag be searchable.				X	Embedded IPC included in our proposal supports searching catalog documents. Work order attachment search is not supported at this time.
EAM-20	k. The solution shall be able to list required parts (Bill of Material) needed to complete a work order.	X				
EAM-21	l. The solution shall list on the work order, the most recent time the asset was worked on, when a new repair work order is created.	X				
EAM-22	m. The solution shall have the ability to list current cumulative mileage and/or hours on work orders for any equipment that has mileage and/or hours readings at time of work order creation.	X				
EAM-23	n. The solutions shall allow end users to be able to dynamically schedule work to employees by user parameters such as hours, dates, geographic location, equipment number, maintenance type, part availability, and others available within the system.	X				
EAM-24	o. The solution shall allow to search work orders using linear measures or reference points . Examples include GIS coordinates and engineering mile posts.	X				
EAM-25	p. The solution shall have the ability to split line item costs across multiple accounts on a work order.	X				
EAM-26	q. The solution shall have the ability to generate, modify, or complete work orders and other transactions in the field via handheld devices.	X				
	3. Inspections					
EAM-27	a. The solution shall ensure that each inspection record shall be signed or electronically coded by the employee making the test.	X				
EAM-28	b. The solutions shall have the ability to create, monitor and report on vehicle and component condition. Measurement tolerances and other parameters would be entered in a standard job or a preventative maintenance task, and then qualified as pass or fail.	X				
EAM-29	c. The solution shall have the ability to perform event-based maintenance. Examples include detection of a fault during an inspection, accident, or other cause.	X				
EAM-30	d. The solution shall have vehicle inspection results be assigned a numeric rating as part of the asset condition monitoring. The rating must be user configurable in order to remain compliant with either the FTA's 5-point or 10-point TERM (Transit Economic Requirements Model) ratings schedule.	X				
EAM-31	e. The solution shall provide the ability for approvals/disapprovals for vehicle inspections and other transactions to be locked down once made.	X				
EAM-32	f. The solution shall allow for the ability to perform condition monitoring for items such as oil samples and to import data from a third party system.	X				
	4. Warranty					
EAM-33	a. The solution shall be able to notify a group when equipment is due for warranty work. UTA requires this for warranties, however, we reserve the option to extend this requirement to any type of work.	X				
EAM-34	b. The solution shall segregate costs associated with warranty management (labor, stock items, services, etc.) for a detailed understanding of warranty claims.	X				
EAM-35	c. The solution shall have the ability to track warranty status of any item.	X				
EAM-36	d. The solution shall allow the warranty program to record and track multiple warranties on a single asset, summarize, and create reports.	X				
EAM-37	e. The solution shall have the capability to differentiate between warranty types.	X				
EAM-38	f. The solution shall be able to track and monitor warranty claims including creating data and reporting to notify the vendor.	X				

Enterprise Asset Management		Rating Response				Notes
EAM-39	g. The solution shall notify designated user(s) in advance that an item (part or component/sub-system) is nearing an expiration date (shelf-life) prior to creating a work order.	X				
EAM-40	h. The solution shall notify designated user(s) in advance that an item (part or supply) is reaching the warranty expiration date.	X				
	5. Asset/Equipment Management					
EAM-41	a. The solution shall be able to track equipment and tool calibration records.	X				
EAM-42	b. The solution shall have inspection records show the name of the rail line, location, date, equipment tested, results of tests, repairs, replacements, adjustments made, AAR/DOT inventory number, and condition.	X				
EAM-43	c. The solution shall be able to provide real time vehicle and equipment availability.	X				
EAM-44	d. The solution shall be able to track linear equipment work orders and expected life.	X				
EAM-45	e. The solution shall be able to track serialized component repair work orders and provide historic asset associations.	X				
EAM-46	f. The solution have a distinct reason code for equipment (and vehicle) failure which can be used for trend analysis and part consumption.	X				
EAM-47	g. The solution shall be able to monitor equipment and component failures and warranties, identifying the number of occurrences, causes of failures and associated costs.	X				
EAM-48	h. The solution shall include the decay modeling from the TERM-Lite database, created by the FTA, and be able to perform the necessary calculations to depreciate assets over time. For example, if an asset has an expected life of 15 years, and is 5 years old; the asset should be expected to have 10 years of remaining use. The TERM Lite model can be found at: http://www.fta.dot.gov/13248_13251.html	X				
EAM-49	i. The solution shall be able to calculate and identify high-risk assets or areas within the transit system based on the scoring of select parameters including, but not limited to: condition assessments, importance to the overall network, Transit Economic Requirements Model (TERM) score.	X				
EAM-50	j. The solution shall have the ability to attach instructions, diagrams, drawings, parts lists, photos, or any outside source of documentation that can be linked to template types within the asset management system. The diagrams and drawings can be available via scanned documents, a hyperlink, or the ability to attach to a standard set of work instructions.	X				
EAM-51	k. The solution shall be able to calculate total cost of ownership for assets under management and provide reports.	X				
EAM-52	l. The solution shall include yard management and consist management functionality.	X				Consist management is supported through EAM. Yard management functionality is included in our proposed Work Management solution.
EAM-53	m. The solution shall be able to track all fluids used in the maintenance process and be able to associate them to individual assets/vehicles.	X				
EAM-54	n. The solutions shall utilize Telematics functionality to notify management teams of error codes and potential issues as flag by vehicles of on board monitoring systems where available.	X				
	6. Timekeeping and Labor Tracking					
EAM-55	a. The solution shall allow labor entry related to the work order by employee number and cost those transactions.	X				
EAM-56	b. The solution shall utilize standard labor hours and rates for planning (setting up standard jobs, benchmarked hours).	X				
EAM-57	c. The solution shall be able to capture assigned and unassigned time, or direct or indirect labor, and track productivity.	X				
	8. Additional Reporting					
EAM-58	a. The solution can forecast likely asset failure points.	X				
EAM-59	b. The solution shall have the ability to perform ad-hoc queries and run ad-hoc reports on all data available within the enterprise asset management system.	X				
EAM-60	c. The solution shall have the ability to generate reports on user selected criteria from data available to the asset management system. For example, Preventative Maintenance Due report based on user selected criteria (60 day, or 7500 mile, by department, class, location, date, type, age, etc.).	X				
EAM-61	d. Asset related NTD reporting including A-10, A-15, A-20, A30, A-35 and A-90.	X				

General and Technology		Rating Response				Notes
Req. #	Requirement Description	SUP	3RD	CST	NS	Notes/Explanation - Links Not To Be Reviewed - <500 Characters
	1. General Technical Requirements					

General and Technology		Rating Response				Notes
	a. Application Requirements					
GenTech-1	i. The solution shall provide an on-line Help Function.	X				
GenTech-2	ii. The solution shall have detailed audit tracking, showing field changed and before/after value(s). Also show date/time & userid.	X				
GenTech-3	iii. The solution shall run on a standard Microsoft Windows desktop platform.	X				
GenTech-4	iv. The solution shall supports mobile devices including IOS, Android and/or Windows.	X				
GenTech-5	v. Please indicate if the solution utilizes a web based presentation layer.	X				Supported for EAM, RISC, and WM Employee Self Service. Not supported for WM back office.
GenTech-6	vi. Please indicate if the solution utilizes a client/server based presentation layer.	X				WM back office is a client-server. Not applicable to EAM or RISC.
GenTech-7	vii. The database schema is provided and updated as changes are made to the application (over the life of the application).	X				
GenTech-8	viii. Third party applications or plugins are identified. Please indicate this information in the notes section.	X				Third party components include Crystal Reports, Illustrated Parts Catalog, and optional 3rd party drivers (Sign in Terminal hardware).
GenTech-9	ix. The solution has the ability to link associated documents to a record.	X				
GenTech-10	x. The solution has the ability to integrate with ESRI ArcGIS suite of software.	X				Fully supported by EAM with its native integration to ESRI GIS.
GenTech-11	xi. The solution shall support data-transfer via flat files (e.g., ASCII, variable and/or fixed length, comma-delimited, etc.).	X				
GenTech-12	xii. The solution shall provides a Software Development Kit (SDK) that allows the technical staff to enhance and integrate the system.	X				UTA will be able to write your own custom applications or integrations for EAM and RISC (utilizing third party development tools) by leveraging the Trapeze APIs included in our proposal.
GenTech-13	xiii. The solution shall allow for the definition of default printers for each user.	X				
GenTech-14	xiv. The solution shall provide the ability to export to RTF, XML, PDF, HTML, XLS (and XLSX), DOC (and DOCX), etc.	X				
GenTech-15	xv. The solution shall support standard Internet security including, but not limited to Secure Socket Layers (SSL). If SSL is not supported, please describe the supported Digital Certificates.	X				
GenTech-16	xvi. The solution shall provide the ability to monitor executing jobs.	X				
GenTech-17	xix. The solution shall contain complete and up-to-date manuals for all system modules and functionalities. The manuals should be available for all versions of the software.	X				
GenTech-18	xx. The solution shall contain a complete data dictionary for all system tables and data fields.	X				
GenTech-19	xxi. The solution shall provide the ability to AutoFill based on a related field (i.e. auto completion of one field based on prior data entry).	X				
GenTech-20	xxii. The solution shall provide the capability to store, retrieve, display and print imaged documents. The solution must provide the capability to receive scanned documents from document scanners having industry-standard connection protocols (SCI, TCP/IP, etc.)	X				
	b. Disaster Recovery, Data Redundancy and Backup					
GenTech-21	i. Vendors shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard UTA data and other confidential information, vendors processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the vendor's obligations under this provision					Supported for RISC (cloud-based) where standard backup and disaster recovery based on Microsoft Azure services will be provided. Not applicable for the on premise components of the proposed solution (EAM and WM) where disaster recovery procedures will be the responsibility of UTA.
GenTech-22	ii. The solution shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the vendor/sub-vendor's operations (including, but not limited to, disruption to information technology systems), however caused.					Same response as GenTech-21 above.
GenTech-23	iii. The contingency and disaster recovery plans must be designed to ensure that services under the Contract are restored in compliance with the disaster recovery plan instructions.					Same response as GenTech-21 above.
GenTech-24	iv. The vendor shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with UTA to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the disaster recovery location. The vendor shall send UTA a notice of completion following completion of disaster recovery testing.					Same response as GenTech-21 above.

General and Technology		Rating Response				Notes
GenTech-25	v. Such contingency and disaster recovery plans shall be available for the UTA to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.					Same response as GenTech-21 above.
	c. Data Export/Import					
	i. The vendor shall, at no additional cost or charge to UTA, in an industry standard/non- proprietary format:					
GenTech-26	1. perform a full or partial import/export of Agency data within 24 hours of a request; or	X				Data export is supported for the on premise components of the proposed solution (EAM and WM) as follows: UTA will be able to query/export data from those databases (read only), as needed, without Trapeze assistance. For the cloud based components (RISC), UTA can leverage our APIs to export data. For automated data import the following tools are available: (a) EAM offers an .xml-based data loader and API, (b) RISC offers API, and (d) WM offers Employee Import. Trapeze Customer Care can assist UTA with the use of these tools.
GenTech-27	2. provide to the Agency the ability to import/export data at will and provide the Agency with any access and instructions which are needed for the Agency to import or export data.	X				Same response as GenTech-26 above.
GenTech-28	ii. Any import or export shall be in a secure format per the Security Requirements.	X				
	d. Data Ownership and Access					
GenTech-29	i. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of the UTA and is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate Agency statutes and regulations.	X				
GenTech-30	ii. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the UTA's written request.	X				
GenTech-31	iii. The vendor shall limit access to and possession of UTA's data to only personnel whose responsibilities reasonably require such access or possession and shall train such vendors personnel on the confidentiality obligations set forth herein.	X				
GenTech-32	iv. At no time shall any data or processes – that either belong to or are intended for the use of the Agency or its officers, agents or employees – be copied, disclosed or retained by the vendor or any party related to the vendor for subsequent use in any transaction that does not include the Agency.	X				
GenTech-33	v. The vendor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such service.	X				
	2. Security Requirements					
GenTech-34	a. The solution shall utilize single sign-on and requires Microsoft Active Directory integration and Okta with the solution security.			X		EAM and WM currently support AD; RISC uses OIDC. Okta is not currently supported. Trapeze is happy to discuss possible enhancement to support Okta in future release of EAM and RISC.
GenTech-35	b. The solution shall support role based Security.	X				
GenTech-36	c. Security within the system is hierarchical and definable for each module, screen, field or role.	X				
GenTech-37	d. The solution shall have the ability to report attempts by unauthorized users to use the system.	X				
GenTech-38	e. The solution shall have the ability to copy a security profile, such as when setting up a new role or user.	X				
GenTech-39	g. The system should have the ability to define user access based on any of the following: Cost Center, Object code account, screen, function, field, attached documents and reports.	X				
GenTech-40	h. The solution shall must comply with all applicable federal and state data protection and privacy laws, including but not limited to HIPAA, PCI-DSS, CCPA, and any other laws governing the protection of personal identifiable information (PII) and health-related data.	X				
GenTech-41	i. The solution shall must be a multi-tenant solution, with each entity that utilizes the services having their own separate cloud instance to prevent the potential of one entity's data being accessed by another entity.	X				Fully supported for RISC (cloud-based) but not applicable for the on premise components of the proposed solution (EAM and WM).
GenTech-42	j. The solution shall must ensure that all sensitive data, including PII, banking, and credit card information, are encrypted both in transit and at rest. The system must use industry-standard encryption methods, such as AES-256, to protect data.	X				

General and Technology		Rating Response				Notes
GenTech-43	k. The solution shall must have robust auditing and logging mechanisms in place to track all system and user activities. The system must log all access and changes to data, including who accessed it, when, and what changes were made. The system must also have the capability to generate reports based on audit logs.	X				Supported by EAM. WM/RISC does not log all user activity, but does log when changes are made to data. ESS provides an activity report based on date or employee.
	3. Integration Requirements					
GenTech-44	a. The Opertaion System shall integrate with the following UTA systems or be included:	X				For this section 3 (Integration Requirements), see the two integration diagrams in Section 2 of our proposal, including (a) Trapeze Enterprise Integrations, and (b) Trapeze Proposed Integration Architecture diagram.
GenTech-45	i. JD Edwards ERP	X				See GenTech-44 comment above.
GenTech-46	ii. Trapeze FX and, Trapeze BlockBuster, and Trapeze Rostering	X				See GenTech-44 comment above. Applicable to WM only.
GenTech-47	iii. Vehicle Signout interface or included functionality	X				See GenTech-44 comment above. Applicable to WM only.
GenTech-48	iv. Business Intelligence Reports	X				For the on premise components (EAM, WM), UTA willl have direct access to the production database (read only) for use with your own licensed BI tools. For RISC (cloud) standard APIs can be used to export data to UTA's BI tools.
GenTech-49	v. CRM Connection	X				See GenTech-44 comment above.
GenTech-50	vi. Other interfaces that UTA does not currently have but would be interested in including are:	X				See GenTech-44 comment above.
GenTech-51	1. Training Program interface			X		Trapeze is proposing to utilize our existing WM modules and screens for this requirement, instead of an interface to an external system.
GenTech-52	2. Accident-free program interface	X				Trapeze is proposing to utilize our existing WM modules and screens (Safe Driving Award, etc.) for this requirement, instead of an interface to an external system.
GenTech-53	3. Incident Log program interface	X				Trapeze is proposing to utilize our existing RISC modules and screens for this requirement, instead of an interface to an external system.
GenTech-54	4. Accident Review program interface	X				Trapeze is proposing to utilize our existing RISC modules and screens for this requirement, instead of an interface to an external system.
GenTech-55	5. Safely, Risk, and Claims Software	X				Trapeze is proposing to utilize our existing RISC modules and screens for this requirement, instead of an interface to an external system. RISC supports safety risk management, safety assurance, and safety promotion activities. RISC collects incident, accident, and event data for analysis by the safety team. RISC also provides a configurable risk register that allows UTA to document the assumptions behind hazard ratings, measure leading and lagging indicators, and track mitigation activities & completion dates so you can evaluate mitigation effectiveness. Also, engage everyone at UTA with standard anonymous reporting!
GenTech-56	b. The solution shall include the migration of data from the existing Operations Work Assignment and Tracking System and the relevant maintenance systems to the procured system.	X				
	4. The Vendor provided in-depth training and materials tailored to UTA business practices.					
GenTech-57	a. The Training materials should include initial and on-going support including instructor led and recorded videos.	X				
GenTech-58	b. The training materials cover all relevant modules and functionality procured.	X				
	5. Project Management and Implementation					
GenTech-59	a. The vendor should provide a detailed project management plan including timelines	X				
GenTech-60	b. The project management plan should include phased approaches for the WFM and EAM aspects separately.	X				
GenTech-61	c. The vendor shall perform rigorous testing to ensure the new system meets UTA's requirements and operates without errors or vulnerabilities. Conduct comprehensive quality assurance procedures to validate the system's performance, security, and reliability.	X				
GenTech-62	d. The vendor shall perform data migration from existing WFM, maintenance, and asset management system to the new solution.	X				
GenTech-63	e. The					N/A
	6. Change Management Plan					

General and Technology		Rating Response				Notes
GenTech-64	a. The vendor should provide a comprehensive role based change management plan including the following:		X			See the Organizational Change Management Approach section (in Section 1.2) of our proposal for our comprehensive CM methodology.
GenTech-65	i. Change management plan focused on People First.		X			
GenTech-66	ii. Change Impact Analysis		X			
GenTech-67	iii. Stakeholder Assessment		X			
GenTech-68	iv. Communications Plan		X			

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Project Budget Details

Licensed Software

The following outlines the Trapeze Software UTA is licensed for, the License Date and the Operational Characteristics UTA is being licensed for.

Software	Licensed Components	License Date	Operational Characteristics
EAM	EAM Asset Portal EAM Shop Activity EAM Customer Access EAM Reporting/Ad Hoc Query EAM State of Good Repair/ Capital Planning EAM Mobile Focus EAM Equipment Focus EAM MaxQueue EAM KPI/Dashboards EAM Notifications EAM Asset Configuration Management EAM Telematics EAM Mapping EAM Illustrated Parts Catalog EAM Motorpool / Reservations EAM Allocation & Assignment EAM Incident Management EAM Rail Operations EAM API EAM ESRI GIS Integration	[Contract Effective Date]	Non-Revenue Assets - 856 Paratransit Vehicles - 137 Bus Revenue Vehicles - 588 Rail Revenue Vehicles (with propulsion) - 135 Rail Revenue Vehicles (no propulsion) – 51 Linear Track Miles - 234
WM	WM-Core (Bidding, Dispatch, Yard Management, Workforce Management, Custom Payroll Export, Timekeeping) WM Sign-In Terminal (WM-SIT) WM-Display Board Employee Self-Service (Employee Information, Bid Requests) WM-Mobile WM-MON WM- Integrations with EAM, FX, and PASS	[Contract Effective Date]	Operators - 1300

Software under Maintenance

The following Software is eligible as Software under Maintenance:

- EAM
- WM

Third Party Software

The Solution leverages Third Party Software including:

- Documoto
- MicroSoft Azure

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SaaS Product

UTA has access to the following Subscription Services:

SaaS Product	Date	Operational Characteristics
RISC	[Contract Effective Date]	Busses - 681 On Demand Vehicles - 138 Rail - 234

Project Budget

Except as otherwise expressly stipulated in this Contract, all services provided in relation to the project shall be charged on a fixed-fee basis. This fee arrangement is based on the work as currently described. The stated fees under this clause are considered the total costs for the project, contingent upon the scope of work and timeline as detailed in this Contract. Cost allocation within each year is tied to the achievement of predefined Payment Milestones, in accordance with the agreed project schedule. While the fees are established as fixed based on the current understanding of the project's scope and timeline, this Contract allows for the issuance of change orders, subject to the mutual written agreement of the parties, as contemplated within the terms herein. Such change orders may necessitate adjustments to the project's scope, schedule, and consequently, the overall fees.

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total Term
License	4,109,242	-	-	-	-	-	-	-	4,109,242
Service	-	4,444,551	3,876,621	2,318,376	-	-	-	-	10,639,548
Maintenance	-	-	-	67,894	1,259,417	1,322,668	1,389,101	1,458,877	5,497,958
SaaS	-	92,053	96,656	101,488	106,563	111,891	117,486	123,360	749,496
Total	**4,109,242**	**4,536,604**	**3,973,277**	**2,487,758**	**1,365,980**	**1,434,559**	**1,506,587**	**1,582,237**	**20,996,244**

Payment Milestones

The below payment milestones shall be invoiced throughout the project.

OCM

Organizational Change Management			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	986,728	-
2	Start of Year 2 from Contract Signing	957,706	-
3	Start of Year 3 from Contract Signing	957,706	-

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EAM

EAM			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	-	2,846,053
2	Completion of Project Kick-Off - Bus and Rail Rolling Stock Group	167,703	-
3	Completion of Current State Workshops - Bus and Rail Rolling Stock Group	279,504	-
4	Completion of Future State Workshops - Bus and Rail Rolling Stock Group	111,802	-
5	Delivery of Data Load Templates - Bus and Rail Rolling Stock Group	223,603	-
6	Delivery of Final Project Design Document - Bus and Rail Rolling Stock Group	111,802	-
7	Completion of Project Kick-Off - Maintenance of Way Group	223,603	-
8	Delivery of Final Functional Design Specification - Bus and Rail Rolling Stock Group	167,703	-
9	Completion of Current State Workshops - Maintenance of Way Group	279,504	-
10	Completion of Future State Workshops - Maintenance of Way Group	223,603	-
11	Delivery of Test Plan - Bus and Rail Rolling Stock Group	167,703	-
12	Delivery of Final Project Design Document - Maintenance of Way Group	55,901	-
13	Delivery of Data Load Templates - Maintenance of Way Group	223,603	-
14	Completion of Project Kick-Off - Facilities Group	195,653	-
15	Delivery of Test Plan - Maintenance of Way Group	195,653	-
16	Completion of Current State Workshops - Facilities Group	167,703	-
17	Completion of Future State Workshops - Facilities Group	279,504	-
18	Delivery of Final Project Design Document - Facilities Group	167,703	-
19	Delivery of Data Load Templates - Facilities Group	223,603	-
20	Completion of UAT Round 1 - Bus and Rail Rolling Stock Group	167,703	-
21	Delivery of Test Plan - Facilities Group	223,603	-

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EAM			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
22	Delivery of Train the Trainer - Bus and Rail Rolling Stock Group	111,802	-
23	Delivery of Deployment Plan - Bus and Rail Rolling Stock Group	167,703	-
24	First use of EAM in the Production Environment to support Operations - Bus and Rail Rolling Stock Group	391,306	-
25	Completion of UAT Round 1 - Maintenance of Way Group	223,603	-
26	Delivery of Deployment Plan - Maintenance of Way Group	55,901	-
27	Delivery of Train the Trainer - Maintenance of Way Group	167,703	-
28	First use of EAM in the Production Environment to support Operations - Maintenance of Way Group	279,504	-
29	Completion of UAT Round 1 - Facilities Group	167,703	-
30	Delivery of Train the Trainer - Facilities Group	55,901	-
31	Delivery of Deployment Plan - Facilities Group	55,901	-
32	First use of EAM in the Production Environment to support Operations - Facilities Group	55,901	-

WM

Workforce Management			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	-	1,263,189
2	Completion of Project Kick-Off Meeting	206,401	-
3	Completion of First On-site Design Trip	206,401	-
4	Completion of Final On-site Design Trip	154,801	-
5	Completion of First Job Shadowing On-site Trip	154,801	-
6	Initial Delivery of the Preliminary Design Document	206,401	-
7	Delivery of the Final Design Document	206,401	-

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Workforce Management			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
8	Completion of First Software Demonstration	103,201	-
9	Software Installation into the Test Environment	206,401	-
10	Completion of First On-site Training Session	103,201	-
11	Completion of Final On-site Training Session	103,201	-
12	Completion of the Initial Round of Acceptance Testing	103,201	-
13	Completion of Final Acceptance Testing	103,201	-
14	Start of Parallel System Testing	103,201	-
15	First use of OPS in the Production Environment to support Operations	51,600	-
16	Completion of the Deployment Support Period	51,600	-

RISC

RISC			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	41,654	-
2	Go-Live	41,654	-

Long Term Support

EAM & WM

Long Term Support		
Product	**Description**	**Value ($)**
EAM	Year 1 Maintenance	989,985
WM	Year 1 Maintenance	266,038

Year 1 Maintenance begins one hundred twenty (120) days after installation in the Production environment. Maintenance renewals occur on the anniversary of the Year 1 Maintenance start date.

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RISC

SaaS		
Product	**Description**	**Value ($)**
RISC	Year 1 Subscription	92,053

The RISC SaaS begins upon environment set up and when login credentials are provided to the Utah Project Manager. Renewals occur on the anniversary of the Year 1 Subscription start date.

Invoicing Instructions

Invoice Preparation and Submission: Trapeze shall prepare and submit invoices to UTA's designated Project Manager within 15 days following milestone completion.

Invoices must include the following information as applicable:

- Contractor Name
- Unique Invoice Number
- Invoice Date
- Trapeze Product
- Milestone Acceptance Date
- Description of Milestone
- Amount Due
- Contract Number

Payment Terms: Payments will be made net 30 days from the date of receipt of a submitted invoice.

Amendments and Inquiries: Amendments to these instructions require a written agreement by both parties. For any invoicing inquiries, UAT will provide a designated contact person, including their contact details.

End of Life

If the Software or one of the components or features thereof has reached End of Life (EOL), UTA will continue to receive support during the EOL Notice Period. Trapeze will not provide updates to the Software (inclusive of features, enhancements, or upgrades) during the Notice Period.

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Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to do both.

Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.

Trapeze™
Here for the journey

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EXHIBIT C -

SECURITY REQUIREMENTS FOR SaaS/Custom Developed Systems

1 Requirements: General

The following requirements are a guideline for the security requirements of any Software as a Service (SaaS) cloud solution, or custom developed system(s) requested by the Utah Transit Authority "UTA" for use within its corporate or OT/ICS networks. Any proposal submitted should adopt elements of the framework with industry and/or government standards that govern cybersecurity processes and controls based, at a minimum, on NIST 800-53 current revisions.

1.1 Disaster Recovery and Data

The following requirements apply to the SaaS terms and conditions of the Contract:

1.1.1 Redundancy, Data Backup and Disaster Recovery

1) Unless specified otherwise in the RFP, Contractor/Supplier/Supplier shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard Agency data and other confidential information, Contractor/Supplier/Supplier's processing capability and the availability of hosted services, in eachcase throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor/Supplier's obligations under this provision.

B. The Contractor/Supplier shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/Supplier/sub-Contractor/Supplier's operations (including, but not limited to, disruptionto information technology systems), however caused.

C. The contingency and DR plans must be designed to ensure that services under the Contract arerestored in compliance with the DR plan instructions**.**

D. The Contractor/Supplier shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the Agency to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor/Supplier shall send the Contract Monitora notice of completion following completion of DR testing.

E. Such contingency and DR plans shall be available for the UTA to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testingthroughout the term of the Contract.

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1.1.2 Data Export/Import

A. The Contractor/Supplier shall, at no additional cost or charge to the Agency, in an industry standard/non-proprietary format:

1) perform a full or partial import/export of Agency data within 24 hours of a request; or

2) provide to the Agency the ability to import/export data at will and provide the Agency with any access and instructions which are needed for the Agency to import or exportdata.

B. Any import or export shall be in a secure format per the Security Requirements.

1.1.3 Data Ownership and Access

A. Data, and derived data products created, collected, manipulated, or directly purchasedas part of an RFP are the property of the Agency. The purchasing Agency department is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate Agency statutes and regulations.

B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the Agency's written request.

C. The Contractor/Supplier shall limit access to and possession of Agency data to only Contractor/Supplier Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor/Supplier Personnel on the confidentiality obligations set forth herein.

D. At no time shall any data or processes – that either belong to or are intended for the use of the Agency or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor/Supplier orany party related to the Contractor/Supplier for subsequent use in any transaction that does not include the Agency.

E. The Contractor/Supplier shall not use any information collected in connection with the servicesfurnished under the Contract for any purpose other than fulfilling such service.

1.1.4 Contractor will maintain Agency's data in accordance with the confidentiality provisions and agreed retention period of the Contract which shall survive expiration or termination of the Contract. Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 1.1.1-1.1.3** (or thesubstance thereof) in all subcontracts.

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2 Security Requirements

2.1.1 Information Technology

A. Contractor/Supplier shall comply with and adhere to the Relevant Agency IT Security policies and/or procedures and Standards provided to Contractor/Supplier. These policies may be revised from time to time and the Contractor/Supplier shall be given the opportunity to review prior to complying with all such revisions. Updated and revised versions of the Agency IT Policy and Standards are available upon request after appropriate Non-disclosure Agreement (NDA) has been filed.

B. The Contractor/Supplier shall not connect any of its own equipment to an Agency LAN/WAN without priorwritten approval by the Agency. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to an Agency LAN/WAN.

The Contractor/Supplier shall:

1) Implement administrative, physical, and technical safeguards to protect Agency data that are no less rigorous than accepted industry best practices for information security suchas those listed below (see **Section 2.1.2**).

2) Ensure that all such safeguards, including the way Agency data is collected,accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and

3) The Contractor/Supplier, and Contractor/Supplier Personnel, shall (i) abide by all applicable federal, Agency and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the Relevant Agency IT Security policies and/or procedures and Standards as each may be amended or revised from time to time, as provided to Contractor/Supplier by Agency.

2.1.2 Data Protection and Controls

A. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of necessary controls so as to maintain such a secure environment. Such security best practices shall adopt elements of an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework.

B. To ensure appropriate data protection safeguards are in place, the

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Contractor/Supplier shall always implement and maintain the following controls throughout the Term of the Contract (the Contractor/Supplier may augment this list with additional controls):

1) Establish separate production, test, and training environments for systems supportingthe services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymizedor otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor/Supplier shall ensure the necessary separation of production and non-production environments by applying the data protection and control requirements listed in **Section 2.1.2**.

2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) http://iase.disa.mil/Pages/index.aspx, or similar industry best practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performedaccording to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control.These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/Supplier's system configuration files.

3) Ensure that Agency data is not comingled with non-Agency data through the proper application of compartmentalization Security Measures.

4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor/Supplier is responsible for the encryption of all Sensitive Data.

5) For all Agency data the Contractor/Supplier manages or controls, data encryption shall be applied to such data in transit over untrusted networks.

6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements forCryptographic Modules", FIPS PUB 140-2:
http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf
http://csrc.nist.gov/groups/STM/cmvp/documents/140/1401vend.htm

7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts,

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system exceptions, and critical information security eventsas recommended by the operating system and application manufacturers and information security standards.

8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The UTA shall have the right to inspect these procedures and the Contractor/Supplier or Subcontractor/Supplier's performance to confirm the effectiveness of these measures for the services being provided under the Contract.

9) Ensure system and network environments are separated by configured and updated firewalls.

10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.

11) By default, "deny all" and only allow access by exception.

12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale, or compensating controls implemented for those protocols considered insecure but necessary.

13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor/Supplier shall evaluate all critical vulnerabilities identified vulnerabilities for potential adverse effect on security and integrity and remediate the critical vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The UTA -shall have the right to perform an annual review and provide comments on the Contractor/Supplier's procedures for remediating critical vulnerabilities to evaluate the effectiveness of these measures for the services being provided under the Contract.

14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current PCI-DSS or similar standard including specific requirements for password length, complexity, history, and account lockout.

15) Ensure Agency original databases are not stored outside of the United States and Canada ("U.S."). Any inbound

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databases to the Contractor/Supplier's FTPS system will have the database obfuscated after which it may travel outside Canada and the United States to remote staff and used on mobile devices such as laptops. The Contractor/Supplier shall provide its services to the Agency and the Agency's end users solely from data centers in the U.S. and Canada. Unless granted an exception in writing by the Agency, the Contractor/Supplier shall not allow Contractor/Supplier Personnel to store Agency original non-obscured databases on portable devices, including personal computers, except for devices that are used andkept only at its U.S. and Canada data centers. The Contractor/Supplier shall permit its Contractor/Supplier Personnel to access Agency data remotely only as required to provide technical support.

16) Ensure Contractor/Supplier's Personnel shall not connect any of its own equipment to an AgencyLAN/WAN without prior written approval by the Agency, which may be revoked at anytime for any reason. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to a Agency LAN/WAN.

17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor/Supplier shall perform routine vulnerability scans and take corrective actions for any findings.

18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The UTA shall have the right to inspect these procedures vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

2.1.3 INTENTIONALLY OMITTED

2.1.4 Security Incident Response

A. The Contractor/Supplier shall notify the UTA in accordance with **Section 2.1.4A-D** when anyContractor/Supplier system that may

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access, process, or store Agency data or Agency systems experiences aSecurity Incident, or a Data Breach as follows:

1) notify the UTA within twenty-four (24) hours of the discovery of a SecurityIncident that impacts Agency data or Agency systems by providing notice via written or electronic correspondence to the Contract Monitor, UTA chief information officer and UTA chief information security officer;

2) provide written notice to the UTA within one (1) Business Day after Contractor/Supplier's discovery of unauthorized use or disclosure of Agency data and thereafter all information the Agency or UTA requests concerning such unauthorized useor disclosure.

B. Contractor/Supplier's notice shall identify:

1) the nature of the unauthorized use or disclosure;

2) the Agency data used or disclosed,

3) who made the unauthorized use or received the unauthorized disclosure;

4) what the Contractor/Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

5) what corrective action the Contractor/Supplier has taken or shall take to prevent future similar unauthorized use or disclosure.

6) The Contractor/Supplier shall provide such other information, including a written report, as reasonably requested by the Agency.

C. The Contractor/Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the Agency should be handled on an urgent as-needed basis, as part of Contractor/Supplier communication and mitigation processes as mutually agreed upon, defined by law, or in accordance with the Contract.

D. The Contractor/Supplier shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Agency data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the UTA and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

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2.1.5 Data Breach Responsibilities

A. If the Contractor/Supplier reasonably believes or has actual knowledge of a Data Breach related to Agency data, the Contractor/Supplier shall, unless otherwise directed:

1) Notify the appropriate Agency-identified contact within 24 hours by telephone inaccordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;

2) Cooperate with the Agency to investigate and resolve the Data Breach without disclosing information regarding the technology and infrastructure of the Contractor/Supplier;

3) Promptly implement commercially reasonable remedial measures to remedy theData Breach; and

4) Document responsive actions taken related to the Data Breach, including any post- incident review of events and actions taken to make changes in business practices in providing the services.

B. If a Data Breach is a direct result of the Contractor/Supplier's breach of its Contract obligation to encrypt Agency data or otherwise prevent its release, the Contractor/Supplier shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by Agency law; (3) a credit monitoring service required by Agency or federal law; (4) a website or a toll-free number and call center for affected individuals required by Agency law; and (5) complete all corrective actions as reasonably determined by Contractor/Supplier based on root cause; all [(1) through (5)] subject to theContract's limitation of liability.

2.1.6 The Agency shall, acting reasonably and at its discretion, have the right to review and assess the Contractor/Supplier's compliance tothe security requirements and standards defined in the Contract. This review would not include sensitive data of the Contractor/Supplier.

2.1.7 The Contractor/Supplier shall flow down the provisions of **Sections 2.1.1-2.1.6** (or the substance thereof) in all subcontracts.

2.1.8 In the event the Contractor/Supplier provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the Agency under the Contract, the Contractor/Supplier shall have an annual audit performed by an independent audit firm of the Contractor/Supplier's handling of Sensitive Data or the UTA's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any

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add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor/Supplier that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the UTA, to assess the security of outsourced clientfunctions or data (collectively, the "Guidance") as follows:

A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit(referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the Agency. The audit period coveredby the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of Contract and shall cover a 12-month audit period or such portion of the year that the Contractor/Supplier furnished services.

B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 2**, relevant to the trustprinciples identified in 3.9.1: as defined in the aforementioned Guidance.

C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited tothe addition of Information Functions and Processes through modifications to the Contractor due to changes in Information Technology or the operational infrastructure. The Contractor/Supplier shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

D. The scope of the SOC 2 Report shall include work performed by any sub-Contractor/Suppliers that provide essential support to the Contractor/Supplier or essential support to the Information Functions and Processes provided to the UTA under the Contract. The Contractor/Supplier shall ensurethe audit includes all such sub-

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Contractor/Suppliers operating in performance of the Contract.

E. All SOC 2 Audits, including those of the Contractor/Supplier, shall be performed at no additionalexpense to the UTA.

F. The Contractor/Supplier shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained inthe SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor/Supplier along with the date(s) when each remedial action is to be implemented.

G. If the Contractor/Supplier currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the UTA under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the UTA will determine in consultation with appropriate Agency government technology and audit authorities whether the Contractor/Supplier's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

H. If the Contractor/Supplier fails during the Contract term to obtain an annual SOC 2 Report by the datespecified in **Section 2.2.2F**, the UTA shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor/Supplier and under the Contract. The Contractor/Supplieragrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperationto the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The UTA will invoice the Contractor/Supplier for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor/Supplier.

Provisions in **Section 2.2.1A-H** shall survive expiration or termination of the Contract. Additionally, the Contractor/Supplier and shall flow down the provisions of **Section 2.2.1A-H** (or thesubstance thereof) in all subcontract.

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EXHIBIT D

CUSTOMER CARE SERVICE LEVEL OBJECTIVES

Service Standard for Maintenance of Contractor Software: Contractor will use reasonable efforts to correct any Contractor Software deficiency or performance anomaly the within the time frames established below in order to cause the Contractor Software to meet the functional and performance criteria set out in the Documentation for the Contractor Software in effect at the time of this Contract. Unless provided otherwise in this Exhibit D, Contractor will respond to a trouble report of a Contractor Software deficiency or performance anomaly in accordance with the severity level reasonably determined by UTA and communicated to Contractor, based on the following definitions:

Severity Level	Condition	Response Time (Goal)	Resolution Efforts
*Priority 1	An error or performance anomaly that renders Contractor Software inoperable in a production environment, resulting in the inability to utilize critical system components.	During normal business hours – Immediately After Hours – Within 1 hour	Dedicated staff resources working 24 hours per day, 7 days per week until corrected. Within 4 hours of receipt of Priority 1 report the management of the issue will escalate to the 1st escalation point until corrected. Within 8 hours of receipt of Priority 1 report the management of the issue will escalate to the 2nd escalation point until corrected. Within 12 hours of receipt of Priority 1 report the management of the issue will escalate to the 3rd escalation point until corrected. Contractor will remain in regular contact with UTA (contact will occur, at a minimum, during escalation points, and every 8 hours thereafter).
Priority 2	An error or performance anomaly with Contractor Software resulting in major inconvenience for users in the production environment or the public.	Within 2 business hours	Contractor will remain in frequent regular contact with UTA until the issue is resolved.

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Severity Level	Condition	Response Time (Goal)	Resolution Efforts
Priority 3	Contractor Software issues where the system is functioning but causing minor or short term inconvenience for specific users with critical positions using the production environment.	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 3 reports.
Priority 4	General questions; Contractor Software issues resulting in minor inconvenience for non-critical positions using the production environment or testing using a test environment	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 4 reports.

* If Contractor's resolution efforts result in a work around that leads UTA to experience an improvement in the conditions it is reporting, the severity level will be lowered accordingly. For example, where a Priority 1 report is resolved by Contractor to the point where UTA is experiencing conditions associated with a Priority 2 severity level, the Priority 1 report will be closed and a child case with a Priority 2 will be created, at which time Contractor shall be deemed to be in "receipt of a Priority 2 report" and Priority 2 resolution efforts shall apply.

Escalation Points

1st escalation point: support services manager or comparable role.
2nd escalation point: director of client management or comparable role.
3rd escalation point: VP of client management or comparable role.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Paul Drake, Director of Real Estate & TOD
	Sean Murphy, Facility Development Manager

TITLE:

Contract: UTA Headquarters and Salt Lake Central Redevelopment Preconstruction Advisory Services (Okland Construction Company, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with Okland Construction Company, Inc. in the amount of $861,486, for UTA Headquarters and Salt Lake Central redevelopment Phase I Preconstruction Services .

BACKGROUND:
In 2019, the UTA Board of Trustees adopted the Salt Lake Central Station Area Plan. That plan contemplated UTA relocating its headquarters within a mixed-used development at and around the Salt Lake Central station. The development would provide excellent access for UTA employees and other building tenants, spur the redevelopment of the station area, and act as a gateway to Salt Lake City at the most transit-rich location in the state.

The Utah Transit Authority (UTA) engaged in the conceptual design phase of this project. This preconstruction advisory role will add Okland Construction's construction advising expertise to that process.

DISCUSSION:
As a result of a competitive procurement, UTA has selected Okland Construction Inc. to lead preconstruction advisory efforts for the redevelopment of the Salt Lake Central Station, which will include a new mixed-use structure for UTA's headquarters.

The approval of this contract will only execute the first phase of preconstruction services. This will include the Conceptual and Schematic Design phases of the project.

If a preferred Conceptual Design is selected to move into future design development phases, this contract will allow the agency to continue utilizing Okland's services. Any additional services or costs beyond the requested $861,486 would require future board approval according to statutory board approval thresholds.

CONTRACT SUMMARY:

Contractor Name:	Okland Construction, Inc.
Contract Number:	23-03693
Base Contract Effective Dates:	01/01/2024 - 12/31/2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$861,486.00
Procurement Method:	RFQU
Budget Authority:	5-Year Capital Plan

ALTERNATIVES:

The board could recommend amendments or reject the proposed contract. Either option would cause significant delays to the project and potentially increase costs. It is unlikely that a significantly better consultant team would be found through a new procurement.

FISCAL IMPACT:

Request is only for services in 2024. Budget is approved in 5-Year Capital Plan. Any future expense associated with this project is dependent on budget and future board approval, as required.

ATTACHMENTS:

Contract

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 26th day of September in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

and the Construction Manager:
(Name, legal status, address, and other information)

Okland Construction Company, Inc.
1978 S. West Temple
Salt Lake City, Utah 84115

for the following Project:
(Name, location, and detailed description)

UTA Headquarter Redevelopment Project

The Architect:
(Name, legal status, address, and other information)

Skidmore, Owings &Merrill
1700 K. Street NW, Ste. 1000
Washington, D.C. 20006

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

(Paragraphs deleted)

ARTICLE 1 REPRESENTATIVES OF THE PARTIES

§ 1.1 The Owner identifies the following representative in accordance with Section 4.2:

Sean Murphy, Facility Development Manager
Utah Transit Authority
669 W. 200 S.
Salt Lake City, UT 84101
smurphy@rideuta.com
(801) 712-9612

(Paragraphs deleted)

§ 1.2 The Architect's representative for the Project shall be:

Audra Herriges, Associate Project Manager
Skidmore, Owings &Merrill
1700 K. Street NW, Ste. 1000
Washington, D.C. 20006
Audra.herriges@som.com
(202) 937-6306

§ 1.3 The Construction Manager identifies the following representative in accordance with Article 3:

Zach Lewis, Project Director
Okland Construction Company, Inc.

Init.
/

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1978 S. West Temple
Salt Lake City, UT 84115
Zach.lewis@okland.com
(801) 870-1523

§ 1.4 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. If the Owner accepts the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in an agreed upon Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction ("General Conditions"), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in the General Conditions shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the General Conditions are fully incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of the General Conditions referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

Effective January 1, 2024, the Construction Manager is authorized to proceed only with subphase 1a of the Preconstruction Phase services described in Exhibit B. The Construction Manager will not be obligated, and is not authorized by this Agreement, to perform subphase 1b of the Preconstruction Phase services described in Exhibit B unless and until the Owner delivers to the Construction Manager an additional or amended notice to proceed (with a schedule for performance) for the Preconstruction Phase services in subphase 1b. The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction

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Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information. In addition, Owner acknowledges and agrees that any review Construction Manager may do of the Drawings and Specifications is made solely in Construction Manager's capacity as a "construction manager" and not as a licensed design professional unless otherwise specifically provided for in the Contract Documents (e.g., for specific design-build scopes of the Work). Construction Manager shall not be liable to Owner for damages resulting from the failure of the Drawings and Specifications to comply with applicable laws, statutes, ordinances, building codes, or rules and regulations unless Construction Manager should have recognized such discrepancy or non-conformity with the exercise of reasonable care and fails to do so and report it to the Owner. Owner acknowledges that the services to be provided by Construction Manager under the Contract Documents shall not constitute the Construction Manager an architect or engineer, nor impose on the Construction Manager any obligation to assume or perform on behalf of the Owner the professional responsibilities, duties, services, and activities for which Owner has contracted with the Architect.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall, to the extent information is timely provided to Construction Manager, coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor or trade; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

Where requested by Owner, the Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager

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suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparatio of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective for the Project, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor,Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner and the Construction Manager shall discuss assignment from Owner to Construction Manager of all contracts for these items where reasonable and necessary to perform the Work.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

(Paragraphs deleted)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and consideration. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction

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Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. Notwithstanding other requirements in this Agreement applicable to the Guaranteed Maximum Price, the Guaranteed Maximum Price proposal will be prepared as follows:

.1 The Guaranteed Maximum Price will be based on the actual cost of work, including labor, expenses, materials, equipment, and production rates for self-performed services, combined with stand-alone subcontractor quotes obtained through a best-value, competitive bidding approach. All expenditures will be clearly itemized without any add-ons, and underlying assumptions will be transparently identified and explained.

.2 The Guaranteed Maximum Price will encompass all overhead costs, including operating costs, burdens, encumbrances, profit, turnover, mark-ups, fees, charges, levies, incentives, and any other relevant items.

.3 The Guaranteed Maximum Price will adhere to the following principles:(a) Open Book Transparency: All costs will be developed and disclosed transparently and confidentially, allowing third-party verification. Actual spending during construction will be monitored openly with proper documentation; (b) Accurate, Complete, and Fair: All cost and price items will be itemized comprehensively, including estimates, expenses, and indirect costs. They will be realistic and fair to both parties; and (c) Contingencies: Risks or opportunities that are undefined or unidentifiable will be assessed and evaluated as project contingencies before the application of add-ons to determine the final price.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price shall include the Construction Manager's costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner or its agents discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall negotiate and execute one or more Guaranteed Maximum Price Amendments amending this Agreement. Any Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. If the Owner notifies the Construction Manager that the Owner has rejected the Guaranteed Maximum Price proposal or if the Owner does not otherwise accept the Guaranteed Maximum Price proposal before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed rejected by the Owner, and this Agreement shall terminate automatically upon the Construction Manager's completion of all Preconstruction Phase services and, if applicable, Construction Services authorized in accordance with this Agreement.

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§ 3.2.7 The Owner shall authorize preparation of revisions to the Drawings and Specifications that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Drawings and Specifications to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any known inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications. Construction Manager's review under this Section 3.2.7 shall be in the Construction Manager's capacity as a "construction manager" and not as a licensed design professional.

§ 3.2.8 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed but shall take into account UTA's sales tax exemption.

(Paragraph deleted)

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of the General Conditions, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of the General Conditions.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

(Paragraphs deleted)

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of any Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in Section 2.2 of the General Conditions.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, may thereafter agree to a corresponding change in the Project's scope and quality with corresponding changes to the Contract Time and Guaranteed Maximum Price where impacted.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner has identified a Sustainable Objective in the Contract Documents, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of the General Conditions, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, and/or in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction Phase services and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

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ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Paragraph deleted)

In accordance with the billable rates set forth in Exhibit C and subject to a total not-to-exceed amount equal to the $861,486 ("Total NTE Budget") based on the staffing commitments set forth in Exhibit C. The Preconstruction Phase services shall be delivered in two subphases as described in Exhibit B, subject to the following terms. Effective January 1, 2024, the Construction Manager is authorized to proceed with only subphase 1a of the Preconstruction Phase services described in Exhibit B. Under this limited authorization, the Construction Manager's billings for subphase 1a of the Preconstruction Phase services may not exceed $145,840, and the Construction Manager is at risk to the extent it exceeds the expenditure amount of this limited authorization. The Construction Manager must receive an additional or amended notice to proceed (with a schedule for performance) before it is entitled to compensation for any of the $715,646 of the Total NTE Budget for the Preconstruction Phase services in subphase 1b described in Exhibit B. For the avoidance of doubt, the Construction Manager shall not be entitled to compensation for any of the Total NTE Budget allocated for the Preconstruction Phase services in subphase 1b described in Exhibit B unless the Owner issues an additional or amended notice to proceed for the subphase 1b services.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(Paragraphs deleted)

Billing rates shall be in accordance with Exhibit C, as applicable.

(Table deleted)

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed for the Preconstruction Phase services in subphase 1a described in Exhibit B or the Preconstruction Phase services in subphase 1b described in Exhibit B by the respective end of year budgets specified in Exhibit C through no fault of and for reasons beyond the control of the Construction Manager, the Construction Manager's Total NTE Budget for Preconstruction Phase services may be equitably adjusted. The Total NTE Budget for Preconstruction Phase services will also be subject to adjustment if additional Preconstruction Phase services are added to the scope of the services described in Exhibit B.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice or Application for Payment. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee Fee's shall be paid based on supported and verifiable Progress Billing.

§ 6.1.2 The Construction Manager's Fee:

The Construction Manager's Fee shall be set forth in the Guaranteed Maximum Price Amendment.

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Unless otherwise identified as a stipulated sum amount in the Guaranteed Maximum Price Amendment, self-performed concrete trade work will be performed on a cost-plus basis and subject to a separate and additional overhead and profit rate of seven and one-half percent (7.5%) percent.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The same percentage as set forth in Section 6.1.2 above.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Not applicable.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall be in accordance with Exhibit C. Any Construction Manager-owned equipment that is not specifically identified in Exhibit C shall be rented at rates consistent with the standard rental rate(s) paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Paragraph deleted)

Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages in accordance with the rates and terms identified in the Guaranteed Maximum Price Amendment.

§ 6.1.7
(Paragraphs deleted)
For deductive scope changes in the Guaranteed Maximum Price or for partially used or unused allowances, Construction Manager's Fee will be decreased by that same percentage that is defined as the Construction Manager's Fee. For deductive changes resulting from recommendations brought forward by Construction Manager for cost savings, value engineering, or Savings (as such term is defined in Section 6.3 below) against the Guaranteed Maximum Price, there shall be no change in the Construction Manager's Fee.

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. This Contract is not a line-item guaranteed maximum price contract and any overages in a specific line-item of the Guaranteed Maximum Price can be addressed by savings in other line items or through the contingency line item (as set forth in the following paragraph). The Construction Manager shall be not be entitled to payment for any portion of the Contract Sum that exceeds the Guaranteed Maximum Price (inclusive of any adjustments made or required pursuant to the terms of the Contract Documents).

The Guaranteed Maximum Price includes a budgeted contingency for the exclusive use of the Construction Manager as identified in the specific Amendments to this Agreement. The Construction Manager is authorized to use the contingency as follows:

1. To carry out the full original intent of the documents, including Architect's supplemental instructions, request for information responses, or other design coordination that may generate extra costs from time to time. This would not include any change in scope or other items that the Construction Manager could not have reasonably inferred from the Contract Documents.
2. Pay for performance of work within the scope of the contract including work that was unallocated or not included in the scope of the subcontracts.
3. Unforeseen delays.
4. Weather protection and repairing damage done by weather.
5. Payment of deductibles under any builder's risk policies maintained by Construction Manager.
6. Other Cost of the Work included in Section 6.1 that has not been included as a specific item in the Guaranteed Maximum Price.
7. Other unforeseen costs related to the project.

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Any balance remaining in the Contingency line item will be used in the calculation in Savings (as such term is defined in Section 6.3 below) against the Guaranteed Maximum Price.

§ 6.3 Savings Relative to Guaranteed Maximum Price

To the extent the Contract Sum is less than the Guaranteed Maximum Price, then the difference (herein called "Savings") shall be shared Seventy-Five percent (75%) to Owner and Twenty-Five percent (25%) to Construction Manager. Savings shall be paid at the time of Final Payment on the Contract.

(Paragraphs deleted)

§ 6.4 Changes in the Work

§ 6.4.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing.

§ 6.4.1.1 The Architect may order minor changes in the Work as provided in Article 7 of the General Conditions.

§ 6.4.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of the General Conditions.

§ 6.4.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of the General Conditions, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.4.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of the General Conditions shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.4.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 6.4.6 The Construction Manager shall also be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work as provided in the Contract Documents.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

(Paragraph deleted)

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel whether or not they are stationed at the site but only for the time they actually spend related to the Project.

(Paragraphs deleted)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ 7.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, retirement plans, training costs, and safety incentives shall be included in the fixed unit rates which: (i) for the preconstruction phases, are included in Exhibit C; and (ii) for the construction phase, will be agreed upon and included in the Guaranteed Maximum Price Amendment.

§ 7.2.5 The wages and salaries of Construction Manager's personnel shall be determined in accordance with the fixed unit rates which: (i) for the preconstruction phases, are included in Exhibit C; and (ii) for the construction phase, will be agreed to between Owner and Construction Manager and attached to the Guaranteed Maximum Price Amendment. Construction Manager's supervisory and administrative personnel who are assigned full time to the Project shall be billed at the weekly rate.

§ 7.2.6 Performance accrual for project management employees only, foreman level and above at eight percent (8%) of the wage rate as shown on the attached wage rate schedule (Exhibit C). The performance accrual actually charged to the Project and paid by the Owner will be deducted from the Cost of the Work if the Substantial Completion Date as adjusted per the Contract Documents is not achieved.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement plus, in lieu of subcontractor bonds, subcontract default insurance at a premium rate agreed to between Owner and Construction Manager and identified in the Guaranteed Maximum Price Amendment.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

(Paragraph deleted)

§ 7.4. Unused excess materials, if any, are the Construction Manager's property unless the Owner directed ordering excess or incorrect materials.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are purchased by the Construction Manager for the Project and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools purchased by the Construction Manager for the Project that are not fully consumed shall be based on the purchase cost of the item less the value of the item when it is no longer used at the Project site. Costs for items previously used by the Construction Manager that are being purchased for the Project shall be at fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, fuel, maintenance, sales/use tax, prorated personal property tax, licenses, fees, registration, damage insurance, minor repairs, dismantling and removal. Rates of Construction Manager-furnished equipment shall be charged in accordance with fixed unit rates agreed to between Owner and Construction Manager and attached to the Guaranteed Maximum Price Amendment. If the applicable rate schedule does not contain the item being rented, the rental charges shall be at rates not higher than the standard paid at the location of the Project. Rental charges for items provided by others shall be at the invoiced cost. As part of the Guaranteed Maximum Price proposal set forth in Section 3.2, Construction Manager will provide Owner with an equipment usage plan that describes the temporary facilities, machinery, equipment and tools that Construction Manager intends to use with respect to the Project and the intended durations of such usage. Such plan shall be subject to the approval of Owner, such approval not to be withheld unreasonably.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

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§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Premiums for liability insurance costs will be billed at a fixed percentage rate agreed to between Owner and Construction Manager and identified in the Guaranteed Maximum Price Amendment.

(Paragraph deleted)

§ 7.6.1.2 Premiums for builder's risk property insurance costs will be billed at a fixed percentage rate agreed to between Owner and Construction Manager and identified in the Guaranteed Maximum Price Amendment.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. UTA is exempt from sales tax.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of the General Conditions. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for all electronic equipment, connectivity, email services, data storage, data back-up, maintenance, support, data security, data recovery, disaster mitigation/recovery and software used in the performance of the Work at a rate agreed to between Owner and Construction Manager and identified in the Guaranteed Maximum Price Amendment

§ 7.6.7 Costs for shop overhead allocable to the Project for Work performed at Construction Manager's offsite fabrication facility, such costs to be calculated at an incremental hourly rate of $20 added to the labor rate of Construction Manager employees identified in Section 7.2 above (but only while such employees are engaged in Project Work at the offsite fabrication facility).

§ 7.6.8 [Intentionally omitted.]

§ 7.6.9 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.10 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work, without the fault or negligence of the Construction Manager, and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.11 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

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§ 7.6.12 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.13 Costs for cellular smart phone equipment and service at a rate agreed to between Owner and Construction Manager and identified in the Guaranteed Maximum Price Amendment

§ 7.6.14 Costs for warranty management at a rate agreed to between Owner and Construction Manager and identified in the Guaranteed Maximum Price Amendment.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of the General Conditions.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager or its subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of the General Conditions or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, except as otherwise provided in the Contract Documents;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

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.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect or Owner by the Construction Manager, and Certificates for Payment issued by the Architect or Owner, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect or Owner not later than the 5TH day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 5th days of the subsequent month .. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 Each Application for Payment shall be submitted electronically in PDF format as follows:

- Application for Payment Continuation sheet shall itemize the Project costs to show sufficient line item detail as required by the Owner or Architect.
- Allowances, contingency and Construction Manager's fee shall be shown as separate line items.
- The original Guaranteed Maximum Price breakdown shall be shown in a separate column and shall not be altered in that column. Change Orders shall be shown as a separate column. Any adjustments to individual line item budgets shall be shown in a separate column.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with the General Conditions and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the

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Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

General Conditions costs.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

Not applicable.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Up to two hundred percent (200%) of the reasonably estimated value of remaining Work items, and any additional amounts subject to a reasonable dispute under the terms of the Contract Documents.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of the General Conditions.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

Init.
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§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum (including all retainage and any savings owed), shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment.

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Construction Manager that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of the General Conditions. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of the General Conditions. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Six Percent (6 %) per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of the General Conditions, the method of binding dispute resolution shall be as follows:

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[X] Arbitration pursuant to Article 15 of the General Conditions

[ ] Litigation in a court of competent jurisdiction

[ ] Other: Not Applicable

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed in whole or in part prior to receipt of a notice of termination, in accordance with Section 13.1.4 of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of the General Conditions.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination.

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

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terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of the General Conditions.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of the General Conditions, the amount, if any, to be paid to the Construction Manager under Article 14 of the General Conditions shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of the General Conditions.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of the General Conditions, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Not applicable.

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of the General Conditions; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of the General Conditions, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in the General Conditions. Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of the General Conditions, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Required Insurance and Limits

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance as set forth in Exhibit D to this Agreement.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 14.4 Notices

(Paragraph deleted)

§ 14.4.1 Notice in electronic format may be given in accordance Article 1 of the General Conditions to the email addresses included in Article 1 of this Agreement.

§ 14.5 Other Provisions:

None

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price (forthcoming)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraph deleted)

.4 Exhibit B, Scope of Work for Preconstruction Phase Services

.5 Exhibit C, Fee and Schedule for Preconstruction Phase Services

.6 Exhibit D, Project Insurance Requirements

This Agreement is entered into as of the last day and year written below.

UTAH TRANSIT AUTHORITY:

_____
Jay Fox
Executive Director
Date: _____

_____
David Hancock
Chief Capital Services Officer
Date: _____

OKLAND CONSTRUCTION COMPANY, INC

DocuSigned by:
Brett Okland 12/1/2023
2156C87...4EB...
Brett Okland
President
Date: _____

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Approved as to Content and Form

DocuSigned by:
Mike Bell
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12/1/2023

Mike Bell
Assistant Attorney General
UTA Counsel

Reviewed and Recommended

DocuSigned by:
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12/1/2023

(Table deleted)
Sean Murphy
Facilities Development Supervisor

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Exhibit B:
Scope of Work for Preconstruction Phase Services
RFQU: 23-03693

1. Project Description

The SLCentral project is a mixed-use transit-oriented development to be constructed on a portion of the 7+acre SL Central assemblage in the southwest quadrant of the intersection of W 200 S and S 600 W in downtown Salt Lake City (the "Project").

2. Services

The nomenclature of the services described below is not intended to indicate priority or sequence, as many items will be performed concurrently and will be interrelated.

The Construction Manager's Preconstruction Phase services will be as set forth below and will be provided under this contract in two phases:

Subphase 1a: Preconstruction Phase services during the Project's programming and conceptual planning, during which concept plans will be prepared, and the building elements of the Project will be delineated and defined. (Estimated January 1 – March 31, 2024)

Subphase 1b: Preconstruction Phase services during the Project's design development through the preparation of construction drawings. (Estimated December 31, 2024)

1. Overall Services: In addition to the services outlined below, the Construction Manager's overall preconstruction responsibilities will be to:

    a. Evaluate the Project's design as it is originally intended and comparing it to the scope of the Project with both the required budget and schedule to determine if the Project scope can be executed within those constraints. This includes providing feedback to the Architect and the Owner regarding the feasibility of the design in terms of budget and schedule.
    b. Offer ideas and cost information to the Architect and the Owner, with the goal of improving the design's constructability and cost-effectiveness. The Construction Manager will provide suggestions and recommendations for alternative approaches or materials that could potentially enhance the Project's efficiency.
    c. Participate in structured brainstorming sessions with the Architect and the Owner to identify potential improvements, value engineering opportunities, and cost-saving measures. The Construction Manager will collaborate with the Architect, the Owner, and other stakeholders to generate innovative ideas that align with the Project's objectives.
    d. Review the plans and documents to identify potential ambiguities that could impact the construction process. The Construction Manager will focus on improving the constructability and economy of the design by highlighting potential issues and proposing alternative solutions.

2. Preconstruction Phase services: The Construction Manager's preconstruction responsibilities will include those outlined in AIA Document A133-2019 (Standard Form of Agreement Between Owner and Construction Manager as Constructor), Sections 3.1 and 3.2, and, for the avoidance of doubt, will include the following:

    a. Consultation with and advising Architect and the Owner regarding issues relating to site use and improvements.
    b. Selection of materials, equipment, finishes, and color schedules.
    c. Construction feasibility and issues relating to the constructability of various designs and alternatives.

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d. Consultation to Architect and the Owner on budget and schedule and will provide recommendations to the Owner and the Project team on how to reduce costs while maintaining design intent to remain on budget and on schedule.
e. Constructability of Project documents regarding life safety requirements and requirements of the Americans with Disabilities Act (ADA), including, means and methods required to construct the Project in accordance with these requirements or the Project documents.
f. Provide a complete set of comments at the conclusion of each preconstruction milestone to the Owner and the Architect to incorporate into the design documents.
g. Review design development drawings, contract document drawings, and specifications and construction design drawings and specifications for bidding and competitive procurement clarity and propose revisions that reduce construction costs and time of performance.
h. Preparation of and consultation on construction cost estimates and actual costs, including costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
i. Analysis and recommendations for Project services and systems, including mechanical, electrical, plumbing, and computer, phone, and cabling systems.
j. Consultation on Project risks and ongoing monitoring and management of risk factors.
k. Consultation on availability of materials and labor and projected lead times.
l. Consultation on time requirements for procurement, installation, and construction completion, with a special emphasis on long-lead-time items
m. Consultation on strategies for managing competitive bidding for the Project, including generating subcontract and vendor interest in the Project.
n. Coordination with Architect, governmental authorities, and utility providers to determine utility capacities and requirements for the Project and obtain approval of utility construction documents and utility plans.
o. Consultation regarding construction issues relating to the Project
p. Attending meetings to review and discuss construction procedures, progress, coordination, and scheduling of the construction of the Project.
q. Coordination of minutes of meetings with the Project team and Architect.
r. Coordination with the Owner's Project team and the Architect to avoid duplication of effort or tasks.
s. Engagement of services of sub-consultants or third parties to assist selected Respondent, as needed.
t. Preparation and presentation of proposed construction schedules and preliminary construction cost estimates for the Project at appropriate milestones during preconstruction with increasing detail and refinement.
u. Leading value engineering for the Project during preconstruction.
v. Securing of permits and approvals for construction of the Project and representation of the Owner at meetings of governmental agencies with jurisdiction over the Project.
w. Developing preliminary cost control and cost reporting procedures for the Project construction.
x. Creating a preliminary construction schedule.
y. Establishing preliminary quality control and assurance, construction management, safety and security, and HUB participation plans, if required, along with a preliminary staffing plan for construction.

3. Additional Preconstruction Phase services: The following additional services may be required by the Owner during the Preconstruction Phase and prior to construction and are included in the initial services description for informational purposes only. If one or more additional services or other services are required, the Owner and the Construction Manager will amend the Agreement to add the additional services:

    a. Utility Relocation:
        i. Coordinate with utility companies to identify existing utilities within the planned construction area.
        ii. Develop a utility relocation plan, including timelines, cost estimates, and phasing.
        iii. Obtain necessary permits and approvals for utility relocation.
        iv. Coordinate with utility companies and contractors to ensure smooth relocation and minimal disruption to construction activities.

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v. Monitor and inspect utility relocation work to ensure compliance with specifications and standards.
vi. Document and report any issues or conflicts that arise during utility relocation.

b. Soil, Geotechnical, and Seismic Studies:
i. Review and analyze existing soil reports, geotechnical studies, and seismic assessments.
ii. Coordinate with geotechnical and seismic experts to conduct additional studies as needed.
iii. Provide recommendations based on the findings to mitigate potential risks and ensure a solid foundation for construction.
iv. Collaborate with Architect to incorporate geotechnical and seismic requirements into the construction plans and specifications.
v. Monitor and inspect soil preparation activities to ensure compliance with recommendations and specifications.
vi. Maintain regular communication with geotechnical and seismic experts throughout planning and construction.

c. Demolition:
i. Develop a demolition plan, including sequencing, safety measures, and waste management.
ii. Obtain necessary permits and approvals for demolition activities.
iii. Solicit bids from qualified demolition contractors and assist in the selection process.
iv. Coordinate with the selected contractor to ensure compliance with safety protocols and Project schedule.
v. Monitor and inspect demolition activities to ensure compliance with specifications and safety regulations.
vi. Coordinate debris removal and disposal in accordance with environmental guidelines.
vii. Document and report any unforeseen conditions or issues encountered during demolition.

d. Supplemental and Additional Surveying:
i. Collaborate with design professionals to identify any additional surveying requirements for construction.
ii. Obtain additional surveys of the construction site, including topographic and boundary surveys, as needed.
iii. Coordinate with surveying subcontractors to conduct supplemental surveys, as needed.
iv. Verify and validate survey data and provide accurate information to the design and construction teams.
v. Monitor and inspect surveying activities to ensure compliance with specifications and accuracy standards.
vi. Address any discrepancies or conflicts identified during the surveying process.

3. Deliverables

Throughout subphases 1a and 1b, the Construction Manager will prepare and deliver written reviews, reports, requests for information, cost estimates, and other evaluative materials to facilitate and support the design of the Project by the Architect and as contemplated in the above services.

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Exhibit C
Fee for Preconstruction Phase Services

UTA HEADQUARTERS REDEVELOPMENT
PRE CONSTRUCTION SERVICES

OKLAND

	SUB PHASE 1A	SUB PHASE 1B
SERVICES:		
ESTIMATING	$81,491	$337,758
FIELD MANAGEMENT	$45,622	$129,149
SELF PERFORMED CONCRETE	$0	$52,758
SUPPORT (BIM,SCHEDULIING,SPECIALISTS,ACCOUNTING)	$18,727	$195,981
TOTAL	**$145,840**	**$715,646**
DESIGN PHASES:		
CONCEPTUAL PHASE	$145,840	
SCHEMATIC PHASE		$148,049
DESIGN DEVELOPMENT PHASE		$212,729
CONSTRUCTION DOCUMENTS PHASE		$230,749
EARLY BID PACKAGING		$0
CONTRACT AND BUYOUT		$124,119
OTHER		$0
TOTAL	**$145,840**	**$715,646**

Inclusions & Clarifications:

- 4 Milestone Estimates at Typical Design Phases
- Weekly Design Meeting Attendance & Participation
- Construction Systems Analysis
- Design Document Reviews - Means & Methods / Constructability
- Specialist Involvement at Design Phases (Incl. Structural, MEP, Envelope)
- Competitively Bidding of Work Scopes
- Engaging Design Assist Trade Partners
- Project Master Schedule Management
- Participate in/Facilitiate Design Pull Plans
- Site Logistics Planning

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Fixed Unit Rates for 2023-2024 Preconstruction Period

Senior Project Director	
Project Director	$ 7,166
Senior Project Manager	$ 6,530
Project Manager	$ 5,724
Assistant Project Manager	$ 4,834
Field Director	$ 7,335
Senior Project Superintendent	$ 6,742
Project Superintendent	$ 5,597
Assistant Project Superintendent	$ 4,537
Senior Project Engineer	$ 4,113
Project Engineer	$ 3,562
Assistant Project Engineer	$ 3,138
Sr. Quality Control Manager	$ 5,766
Quality Control Manager	$ 5,258
Senior Project Controls Manager	$ 6,657
Project Controls Manager	$ 5,554
Senior Field Engineer	$ 4,113
Field Engineer	$ 3,562
Assistant Field Engineer	$ 3,138
Preconstruction Manager	$ 6,699
Senior Estimator	$ 6,275
Estimator	$ 5,173
Cost Engineer	$ 4,198
Assistant Estimator	$ 3,562
MEP Specialist	$ 6,614
Senior Scheduler	$ 5,385
Scheduler	$ 4,791
Senior BIM Manager	$ 6,614
BIM Manager	$ 5,300
BIM Engineer	$ 4,494
BIM Coordinator	$ 3,858
Corporate Safety	$ 6,699
Senior Safety	$ 6,021
Safety	$ 4,706
Senior Project Accountant	$ 4,198
Project Accountant	$ 3,519
Project Clerk - Assistant/Intern	$ 2,798

Rates are shown in weekly increments and will be prorated on an hourly basis for personnel who do not bill full time to the project during any such period

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Exhibit D

PROJECT INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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a. 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 Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

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

6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. *(NOTE: Projects over $10,000,000 will require limits of $2,000,000 per occurrence and $4,000,000 aggregate; Projects over $40,000,000 will require limits of $5,000,000 per occurrence and $5,000,000 aggregate)*

7. Builder's Risk: Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

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

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

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2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

4. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to jhiggins@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 jhiggins@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.

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

UTA Headquarter Redevelopment Project

THE OWNER (also referred to as "UTA" herein):
(Name, legal status and address)

Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

THE ARCHITECT:
(Name, legal status and address)

Skidmore, Owings, & Merrill LLP (SOM)
One Maritime Plaza, Ste 500
San Francisco, CA 94111

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Okland Construction Company, Inc.
1978 S. West Temple
Salt Lake City, UT 84115

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2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

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7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the "Agreement") and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction ("this Contract" or "the Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, (4) between any separate contractor hired by the Owner pursuant to the Contract Documents and specifically enumerated in Article 6 of this document and the Contractor, or (5) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project but shall not include any work specifically intended in the Contract Documents to be the responsibility of others.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Intentionally deleted.]

(Paragraph Deleted)

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

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one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event of conflicts, inconsistencies, discrepancies or ambiguities between or among the Contract Documents, interpretations shall be based on the following order of precedence:

.1 Modifications of the Contract, with those of later date having precedence over those of earlier date, and with those of the same date having precedence based upon Clauses .2 through .6 of this Section 1.2.4;
.2 the Agreement;
.3 these General Conditions;
.4 Addenda, with those of later date having precedence over those of earlier date;
.5 the Drawings, with those in larger scale having precedence over those in smaller scale, and with notes and schedules thereon having precedence over the remainder; and
.6 the Specifications.

§ 1.2.5 In the event of conflicts, inconsistencies, discrepancies or ambiguities between or among the Drawings, or between or among the Specifications, remaining after application of Section 1.2.4, those Drawings or Specifications of later date shall have precedence over those of earlier date. If a conflict, inconsistency, discrepancy or ambiguity nonetheless remains, the Contractor shall provide written notice thereof to the Architect and Owner. Thereafter, unless otherwise ordered in writing by the Architect, the Contractor shall provide the better quality of, and the greater quantity of, the Work. The provisions of this Section 1.2.5 shall apply only to conflicts, inconsistencies, discrepancies or ambiguities in express requirements of the Drawings and Specifications and not to interpretations thereof by the Owner or Architect.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. "Include" means "include but is not limited to," "includes" means "includes but is not limited to" and "including" means "including but not limited to," whether or not expressly stated as such.

§ 1.4.2 The misplacement, addition, or omission of any letter, word, or punctuation mark shall in no way affect the true spirit, intent, or meaning of the Contract Documents.

§ 1.4.3 References in these General Conditions to numbered Sections, Items, and other provisions shall be references to such numbered provisions within these General Conditions unless expressly stated otherwise. As such references in these General Conditions to numbered provisions of the Agreement shall expressly reference the Agreement.

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§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Owner shall be deemed to be the owners of the Instruments of Service, including the Drawings and Specifications created under a contract between UTA and Architect, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's, Architect's, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 In connection with its own efforts to manage risk arising from its work on the Project, Contractor may, from time to time, hire third-party design professionals to review and provide professional opinions concerning the Instruments of Service. Contractor may issue requests for information or provide comments or recommendations concerning potential changes to the Instruments of Service. Any such requests for information, comments, or recommendations are for the sole and exclusive benefit of Contractor and shall not be construed as being specifically required or assuming design responsibility in any respect.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such

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information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Intentionally Deleted.

(Paragraphs Deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 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.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, or engineer unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional or engineer, unless otherwise specifically provided in the Contract Documents.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction.

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Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 Subject to the limitations concerning damages contained in the Contract Documents, the Contractor shall be responsible to the Owner for damages to the extent caused by the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 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.

§ 3.5.2 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.

§ 3.5.3 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.

§ 3.5.4 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.

§ 3.5.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct

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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

§ 3.5.6 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty described above shall extend for a period of two years after Final Completion. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.7 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field

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changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor, the Owner, or any separate contractor performing work on the Project shall not damage or endanger a portion of the Work or fully or partially completed construction of the other parties by cutting, patching, or otherwise altering such construction, or by excavation. The Owner or any separate contractor performing work on the Project shall not cut or otherwise alter construction by the other parties except with written consent of the affected party; such consent shall not be unreasonably withheld. The parties shall not unreasonably withhold their consent to any required or necessary cutting or other altering of the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area reasonably free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so upon written notice, where reasonable, to the Contractor and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect.

§ 3.18 Indemnification and Loss

§ 3.18.1 Patent and Copyright Infringement. If the Work includes any design services, provisions 3.18.1.1

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through 3.18.1.3 apply.

§ 3.18.1.1 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.

§ 3.18.1.2 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.

§ 3.18.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

§ 3.18.2 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.

§ 3.18.3 Contractor's General Indemnification.
§ 3.18.3.1 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.

§ 3.18.3.2 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.

§ 3.18.4 Risk **of Loss**
Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until -Substantial Completion. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

§ 3.19 Quality Control, Quality Assurance.
§ 3.19.1 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

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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.

§ 3.19.2 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.

§ 3.19.3 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.

§ 3.19.4 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.

§ 3.19.5 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.

§ 3.19.6 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2[Intentionally Omitted.].

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner will administer the Contract as described in the Contract Documents. Notwithstanding any provision of the Contract Documents to the contrary, the Owner from time to time may reassign responsibilities or duties of the Owner or the Architect under the Contract Documents to a separate Owner's representative, in which case, the Owner will provide written notice to the Architect and Contractor of the specific responsibilities reassigned to the Owner's representative under the Contract Documents, and the Contract Documents may be amended as needed to memorialize such reassignment.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except to the extent directed or specified by the Architect or as provided in Section 3.3.1..

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's

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failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications
The Owner, in its discretion, shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor regarding the Architect's services or professional responsibilities relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Contractor will prepare Change Orders, the Owner or Architect will prepare Construction Change Directives, and the Owner or Architect may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 Subject to the provisions of Article 15, the Architect will interpret and decide matters concerning requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor and will not show partiality to either.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 If the Owner in the Contract Documents requires the Contractor to obtain bids from specific named persons or entities for portions of the Work and that specific named person or entity is awarded that portion of the Work, the Owner retains full liability and the responsibility for the failure of that person or entity to perform the Work per the Contract Documents and in accordance with the operative project schedule, as prepared by the Contractor, including, but not limited to, any and all costs associated with such failure and delay and delay costs associated with such failure. The Contractor shall be entitled to an appropriate Change Order increasing the Contract Sum and Contract Time for such failure.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract

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Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. However, for the avoidance of doubt, the Parties hereby agree that there is no privity of contract between the subcontractor and Owner and any assertion of a claims or right by a subcontractor must be made through the Contractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract identical or substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner and Contractor shall mutually coordinate the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor. The Contractor and Owner shall mutually coordinate the construction schedules with the activities of the Owner and the other separate contractors. The Contractor shall make reasonable revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 The Owner and each separate contractor performing work on the Project agree to name Contractor, including its officers, partners, agents, employees, affiliates, parents, and subsidiaries, as an Additional Insured under their respective General Liability insurance policies and all other liability insurance policies with the exception of the

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Professional Liability policy, with respect to liability arising out of activities, "operations" or "work" performed by or on behalf of them, including products and completed operations. In no case shall any additional insured endorsement exclude coverage for an additional insured's own negligence nor limit coverage for an additional insured only to potential liability incurred solely as a result of the Owner's or a separate contractor's acts or omissions. Furthermore, nothing in the additional insured endorsement shall limit the additional insureds' products and completed operations coverage to only those liabilities arising from their "ongoing operations." Such policy provision(s) or endorsement(s) shall further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the Additional Insureds. The Owner and each separate contractor performing Work waive all rights against Contractor and its respective agents, officers, directors, and employees for recovery of damages in the performance of the Work to the extent these damages are covered by commercial general liability, commercial excess/umbrella liability, business auto liability or workers compensation or employers liability insurance maintained pursuant to this Article 6 or the Conditions of the Contract, including those portions related to insurance.

§ 6.1.5 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.16 The Owner and/or any separate contractor performing work on the Project shall be deemed the "Contractor" for the work on the project they are performing and shall be strictly bound by the obligations of the Contractor for the work they perform on the Project, as enumerated in the Contract Documents.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. The Contractor, Owner, or separate contractor shall connect and coordinate their respective construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's, Owner's or Separate Contractor's work on the project depends for proper execution or results upon construction or operations by another party, the respective party shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the party who performed that preceding work that would render it unsuitable for proper execution and results. Failure of the respective party to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the other party's completed or partially completed construction is fit and proper to receive the subsequent/respective party's work, except as to defects then not reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor, Owner, or a Separate Contractor shall promptly remedy damage that the party wrongfully causes to completed or partially completed construction or to property of the Contractor, Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 The Owner and each Separate Contractor assumes full responsibility for the proper interpretation and interpolation of all lines, levels, dimensions, and measurements and their relation to bench marks, property lines, reference lines and the work of Contractor and other trades.

§ 6.2.7 The Owner and each Separate Contractor performing work on the Project shall initiate, maintain and supervise all safety precautions and programs, including, without limitation, a Contractor approved substance abuse program as necessary to comply with the Contractor safety rules and regulations that can be accessed at

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http://safetymsa.com/ and may be amended from time to time. The Owner and each Separate Contractor performing work on the Project shall take all necessary precautions to prevent damage, injury, or loss to all persons performing work on the Project or who may be affected by their work on the Project. The Owner and each Separate Contractor shall promptly report to Contractor all accidents incidental to their work on the Project that result in death or injury to persons or damage to property. The Owner and each Separate Contractor performing work on the Project shall provide to Contractor any reasonable documentation requested by Contractor related to any such death, injury, or damage.

§ 6.2.8 Prior to beginning their work on the Project, the Owner and each Separate Contractor shall provide Contractor with Safety Data Sheets ("SDS") for all substances and materials that the Owner and each Separate Contractor will use in the performance of their work on the Project that are identified now or in the future as hazardous under any law or regulation. During the performance of their work on the Project, the Owner and each Separate Contractor shall ensure proper use of materials brought to the work site by them.

§ 6.2.9 The Owner and each Separate Contractor performing work on the Project shall comply with and give all notices required by all federal, state, local, and municipal laws, regulations, codes, ordinances, and orders that directly or indirectly bear on their work on the Project and/or the performance of their work on the Project including, without limitation: (1) building codes and ordinances; (2) safety laws, codes, regulations and orders, including, without limitation, the Occupational Safety & Health Act of 1970, as enacted and amended, and regulations issues under that act; and (3) environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Clean Air Act, and the Resources Conservation and Recovery Act, as enacted and amended, regulations issued under those acts, and counterpart state laws.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and assert a Claim for the cost against those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect or Owner alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the adjustment shall be on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall include the following:

.1 Costs of labor as defined in the Agreement, or in the absence of such definition the cost of labor including social security, old age and unemployment insurance, applicable payroll taxes, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, as defined in the Agreement;

.4 Costs of premiums for all bonds and insurance, as defined in the Agreement, permit fees, and sales, use, or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor shall proceed with and complete the work required under the Construction Change Directive, during the pendency of the resolution of the appropriate and acceptable equitable adjustment.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim recommendation for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim recommendation of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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§ 7.3.10 When the Owner and Contractor agree with a recommendation made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect or Owner may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's or Owner's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and is not obligated to proceed to implement the change in the Work until the Owner acknowledges that an equitable adjustment will be negotiated for any increased costs.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, an employee of either, or a Separate Contractor; (2) changes ordered in the Work; (3) earthquake, fire or other unavoidable casualty events; (4) unanticipated disruptions or delays in the extraction, production, manufacture, supply or transportation of materials or equipment; (5) unanticipated national or regional shortages in labor; (6) epidemics, pandemics quarantines or other global health emergencies; (7) adverse weather conditions documented in accordance with Section 15.1.6.2; (8) strikes or other labor disputes that are not specific to the Project site; and/or (9) other causes that the Contractor asserts, and the Architect or Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect or Owner may determine with Contractor's agreement.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Contractor's claims for an extension to the Contract Time may also include the demonstrated cost impacts related to such delay or the events giving rise to a delay contemplated in Section 8.3.1.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, reasonably required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and except for a Contract based on a stipulated sum supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by Contractor or others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in a writing that describes in detail the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in a writing that describes in detail the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, in accordance with each subcontract and applicable law, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall, upon written notice from the Owner of receipt of a lien claim against the Project property, and within ten (10) days of such notice, cause the lien to be removed from attachment to the property by means of payment or lien release bond or other available means.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect or Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or Owner. In such case, the Contractor shall then submit a request for another inspection by the Architect or Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and

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insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect or Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by reasonable decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance pursuant to Section 9.6.8.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the

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Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 Invoicing Procedures

§ 9.11.1 Contractor shall invoice UTA on a monthly basis for actual allowable costs expended. for Work performed during the then preceding month. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

.1 Contractor Name
.2 Unique Invoice Number
.3 PO Number
.4 Invoice Date
.5 Detailed Description of Charges
.6 Total Dollar Amount Due

§ 9.11.2 UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

§ 9.12 Sales Tax Exemption

§9.12.1 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor reasonably believes it has encountered a hazardous material or substance not addressed in the Contract Documents, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall, upon encountering the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE

§ 11.1 Contractor's Insurance

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

(Paragraphs Deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's written request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or

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completed. Costs of correcting such rejected Work, including additional testing and inspections made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two - year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two--year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced by Change Order as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other, which consent shall not unreasonably be withheld. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment so far as such assignments do not materially change the rights and obligations of the parties contained in the Contract Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Written Notice

§ 13.6.1 Written notice requiring action or response within a time frame per the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it is intended, or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

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§ 13.6.2 Written notices (except for those identified in Section 13.3.1 above), statements, actions, correspondence, direction, or requests by the parties to the Contract Documents that are required to be in writing may be documented in meeting minutes if shared with the parties for approval or comment, or personally served or sent by United States mail, email, facsimile, e-mail, or other reputable courier service.

§ 13.7 Bond Requirements

§ 13.7.1 If the contract value exceeds the small purchase limitation of $200,000, the contractor shall provide the following bonds:

§ 13.7.2 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

§ 13.7.3 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and

§ 13.7.4 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

§ 13.8 UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for, but not limited to, any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect or Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

(Paragraph Deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon twenty-onedays' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon twenty-one additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers.

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, twenty-one days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, or not more than 10 years after the date of Substantial Completion of the Work, whichever is less. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor shall be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 [Intentionally deleted.]

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 [Intentionally deleted.]

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 [Intentionally deleted.]
§ 15.2.1
[Intentionally deleted.]

§ 15.2.2 [Intentionally deleted.]

§ 15.2.3
[Intentionally deleted.]

§ 15.2.4
[Intentionally deleted.]

§ 15.2.5
[Intentionally deleted.]

§ 15.2.6 [Intentionally deleted.]

§ 15.2.6.1
[Intentionally deleted.]

§ 15.2.7
[Intentionally deleted.]

§ 15.2.8 [Intentionally deleted.]

§ 15.3 Mediation
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The rules of civil procedure of the jurisdiction in which the Project is located shall apply to any Arbitration and shall take precedence over any conflicting rules in the AAA's Construction Industry Arbitration Rules. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.4.4.4 There are no third-party beneficiaries of this Agreement. In particular, the Architect is not a third-party beneficiary of this Agreement.

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bordeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Russ Fox, Director of Planning Alex Beim, Manager of Long Range and Strategic Planning Alivia Vaughns, Strategic Planner I

TITLE:

Contract: Route Restoration and Equity Index Study (X-Factor Strategic Communications, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with X-Factor Strategic Communications, LLC in the amount of $277,000 to create an equity index for route restoration and future planning.

BACKGROUND:
UTA received a grant through the Federal Transit Administration in accordance with the Federal Rescue Plan Act of 2021 funding under the Route Restoration Program. With this funding, a Route Restoration and Equity Index study has been created to address service restoration as well as on-going equitable route planning.

While much of our service has been restored after the pandemic based on current operation capacity, the creation of an equity index tool will assist UTA in analyzing current route options and how they are meeting the needs of existing populations. These objectives align with UTA's long-term service plans and will be used as a tool to ensure marginalized communities continue to receive needed transit services even as areas around new transit stations attract more costly mixed-use and transit-oriented development.

DISCUSSION:
Per the restrictions of the grant and contract, the study will be completed within a year of its kickoff and contract start date. The scope of services will include public outreach and community engagement and route

restoration models and an equity index development.

The primary goal of this study will be to create a robust community engagement plan through public outreach which will inform the equity index development that UTA will use to balance the planning of service areas where there is transit dependency and to areas where transit propensity is higher.

CONTRACT SUMMARY:

Contractor Name:	X-Factor Strategic Communications, LLC
Contract Number:	23-03699
Base Contract Effective Dates:	20 December 2023 - 31 December 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$277,000
Procurement Method:	Competitive Selection - RFP
Budget Authority:	5-Year Capital Plan

ALTERNATIVES:

The Board could request that a new procurement be completed or amendments to the contract be made.

FISCAL IMPACT:

The project consultant cost is $277,000, which is coming from a $300,000 grant UTA received through the Federal Rescue Plan Act of 2021.

ATTACHMENTS:

Contract

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UTAH TRANSIT AUTHORITY

Professional Services Agreement

UTA Contract #23-03699

Route Restoration & Equity Index Study

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and X-FACTOR STRATEGIC COMMUNICATIONS, LLC, a Utah Limited Liability Company, with a place of business located at 2485 West 2150 North, Lehi, UT 84043 ("Contractor ").

RECITALS

WHEREAS, UTA desires to hire professional services to conduct its Route Restoration & Equity Index Study.

WHEREAS, On 2023 August 11, UTA issued Request for Proposal Package Number 23-03699 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

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

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

AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

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b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.

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

2. **MANAGEMENT OF WORK**

a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

3. **PROGRESS OF WORK**

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

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

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e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than 2024 December 31. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisons described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs

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which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;

3. Contractor's Proposal including, without limitation, all federal certifications (as applicable).

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

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

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

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

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9. **INVOICING PROCEDURES**

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offsest by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoice not submitted electronically will be paid thirty (30) calendar days from the date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor , Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractors.

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11. **USE OF SUBCONTRACTORS**

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subContractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subContractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subContractors.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

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

Muriel Xochimitl – President & CEO
Lauren Avery-Mead – Sr Public Involvement Manager
Liz Zacarias – Public Involvement Manager
Kimberly Rivers – Strategic Communications Manager

If Contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

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c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Contractor 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

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

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

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

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

CONTRACTOR'S POST TERMINATION OBLIGATIONS:
Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and

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expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor 's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

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

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

16. **FINDINGS CONFIDENTIAL**

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

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

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17. **PUBLIC INFORMATION**

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

18. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subContractor s. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor , a subContractor , anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor 's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

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

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

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".
b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability
Each Accident $1,000,000
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.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum

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limits. Larger limits may be indicated after the Contractor 's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. SUBCONTRACTORS: Contractor's 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

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insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.

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

20. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subContractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Contract 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.

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22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor 's Project Manager	Five calendar days
UTA's Director of Planning/Contractor's Senior Manager	Five calendar days
UTA's Chief, Planning & Engagement/Contractor's CEO	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.

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24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:
Utah Transit Authority
ATTN: Jimi Rider
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 :
X-Factor Strategic Communications, LLC
ATTN: Muriel Xochimitl
2485 West 2150 North
Lehi, UT 84043

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.

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c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

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

a. The following requirements apply to the extent that the Contractor is providing design or constructin services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million.

b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.

c. Contractor shall also demonstrate to UTA that subContractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subContractor 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEY'S FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

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

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32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

37. **AMENDMENTS**

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

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38. **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.

39. **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.

[Remainder of this page left intentionally blank. Additional page(s) follow.]

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

UTAH TRANSIT AUTHORITY:

By_____ Date:

Jay Fox
UTA Executive Director

By_____ Date:

Nichol Bourdeaux
Chief, Planning & Engagement

Approved as to Content & Form

By DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 11/21/2023

Mike Bell
UTA Legal Counsel

Reviewed & Recommended

By_____ Date:

Alivia Vaughns
Planning Project Manager

X-FACTOR STRATEGIC COMMUNICATION, LLC:

By DocuSigned by: Muriel Xochimitl AF2C335F2D884AF... Date: 11/21/2023

Muriel Xochimitl
President & CEO

UTA Contract No. 23-03699
Route Restoration & Equity Index Study

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Exhibit A

Project Scope of Work

SCOPE OF SERVICES

A. Public Outreach and Community Engagement
B. Route Restoration Model(s) and Equity Index Development

PROJECT KICK-OFF

Contractor will schedule a virtual Project kick-off meeting with UTA' Project team and the Federal Transit Administration (FTA) to setup communication protocols, Project schedule, data needs, and to confirm Project outcomes (listed below). Kick-off meeting will also cover sequence and objectives of key meetings over the course of the Project.

Contract shall be responsible for Project coordination and maintaining the Project's progression.

Expected Project Outcomes

- *Expansion and/or improvement of routes to communities that have the most critical need for public transit;*
- *On-going measurement tool for equity analysis that will impact and help inform services and long-range planning;*
- *Documentation of processes used in creating inputs and outputs for the development of the equity tool for future replication and necessary updates; and*
- *Final route restoration plan and equity index, along with all supporting materials.*

A. *Public Outreach and Community Engagement*

Task 1*: Stakeholder and Public Engagement Plan*

Engagement is expected to be a critical part of the creation of the Route Restoration and Equity Index tool. Engagement with the public shall be conducted with substantial coordination and involvement from various stakeholders, including external partners and UTA staff. Contractor will work closely with UTA's Community Engagement Department to develop and implement the public engagement plan.

General engagement goals will include the following:

- Engage internal and external stakeholders, including municipalities, health departments, UTA Planning Department, and other UTA internal work groups;
- Ensure inclusive, equitable, and representative engagement by working with diverse communities across UTA's service area;

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- Disseminate information about the service planning process and Equity Index development;
- Help identify priorities of specific communities;
- Provide meaningful and on-going opportunities for the public to engage with the Equity Index process; and
- Engage in community-specific conversations and discover relevant ways to increase individual communities' participation.

Deliverable: A detailed Public Engagement Plan containing the following:

- Clear definitions of each of the three (3) primary groups engaged with throughout the planning process (Public, External Stakeholders, Internal Stakeholders).
- Report summarizing efforts and findings which includes how public input was considered and responded to.
- Identification of community-specific approaches for engagement and engagement timelines.
- Identification of materials needed for implementation of future engagement opportunities.

Task 2*: Data Collection and Analysis*

Data collection is expected throughout each Task. Uta will supply internal data (as necessary and as available) to Contractor; in addition, UTA may be involved in data collection and analysis throughout the planning process.

Examples of data that may be obtained by Contractor include, but may not be limited to, the following:

- Social Equity and Inequity;
- Environmental justice issues;
- Title VI;
- Public Health data (health disparities, health equity);
- Ability to access stations;
- Travel patterns;
- Land use;
- ADA accessibility;
- Infrastructure best practices;
- Safety;
- Results of community engagement;
- Fare usage;
- Demographic data;
- Current route performance indicators;
- Customer data and surveys; and
- Current UTA Policies.

Deliverables:

- Existing conditions report; and
- Public engagement report.

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B. ***Route Restoration and Equity Index Development***

Task 3*: Equity Index Development*

Equity Index should be a tool that UTA uses to balance the planning of service to areas where there is transit dependency and to areas where transit propensity is higher. Contractor will develop an Equity Index that can be used as an aid for developing future UTA Service Plans. This Equity Index will analyze what barriers presently exist so that future service and long-range plans can properly consider/address these barriers.

Deliverables:

- Identify best practices and/or examples of other equity tools utilized by other agencies (within the State of Utah and/or nationally);
- Identify indicators or measures to assess diversity, equity, inclusion and belonging;
- Conduct demographic, spatial and statistical analysis;
- Present data using tables, charts, maps and/or infographics;
- Conduct analysis of current UTA Policy and Service Planning procedures;
- Create UTA's region-specific population data mapping tool;
- Create interactive web map(s); and
- Draft Equity Index methodology report.

Task 4*: Scenario Development*

Using the data garnered by the Equity Index, Contractor will create a method to be used in developing a series of scenarios related to route restoration creation. The scenarios will be the final output of the Equity Index and should follow the four (4) Bs:

- Be based in data provided by the Equity Index.
- Be repeatable.
- Be a positive change in providing access to opportunities.
- Be built with the feedback from community members.

Deliverables:

- Scenario that examines UTA's current routes;
- Scenario that examines future route implementations; and
- Scenario that uses different demographic data.

Task 5*: Screen Scenarios*

After route restoration scenarios have been developed utilizing the Equity Index tool, scenarios will be reviewed and evaluated by UTA and external partners. Evaluations will include, but not be limited to, the following questions:

- Does the change increase UTA ridership numbers without perpetuating transportation inequity?
- Does the scenario give a clear picture of which communities most need transit before we implement service restoration?
- Does the scenario align with UTA's plans and vision?

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- What are the trade-offs (if any) between different scenarios?
- What issues(s) are we trying to assess?
- How far out are we trying to predict?
- How do these proposed changes affect access to opportunities?
- What are the major external factors likely to affect our scenarios?
- What are the key internal drivers that we need to address?
- What risks exist to prevent the scenario from being realized?

Task 6: *Propose and Communicate Equity Index Decisions*

Contractor will develop an implementation plan and coordinate with UTA for the final scenarios of the Equity Index. Additionally, Contractor will further define opportunities for continued implementation of an equity-focused transit system.

Deliverables:

- Updated equity model;
- Equity Index tool;
- Final report with graphical executive summary;
- Implementation guidance; and
- Proposed route restoration recommendations.

ANTICIPATED PROJECT SCHEDULE*

Task	2024											
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Project Kick Off												
Public Engagement Plan												
Data collection and analysis												
Public engagement Activities												

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Task	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Equity Index development												
Scenario Development												
Screen Scenarios												
Propose and communicate route restoration decisions												

*subject to change

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UTAH TRANSIT AUTHORITY

Exhibit B

Project Pricing

Section	Task	Total Hours	Cost
A	Public Engagement	926	$150,000.00
	Total Section A	926	$150,000.00
B	Project Management, Coordination & Committees	250	$40,000.00
B	Data Collection & Analysis	500	$58,000.00
B	Restoration Prioritization	200	$23,000.00
	Total Section B	950	$121,000.00
	TOTALS	**1,876**	**$271,000.00**

Task*	Cost
Mileage & Travel	$5,000.00
Other Direct Costs (*printing, survey software, etc.)*	$1,000.00

**please list any additional auxiliary costs not included in the chart above, if applicable*

Total Project Cost	**$277,000**

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Pricing of this Contract, as specified in the table above, shall be firm-fixed through the entirety of the period of performance. The Total Project Cost shall be an aggregate, fixed Lump Sum.

Contractor shall invoice UTA on a monthly basis, with all invoiced costs categorized into the Tasks identified in the chart(s) above (i.e. Public Engagement, Project Management, Coordination & Committees, etc.). Associated Deliverables with each Task are specified in Exhibit A – Project Scope of Work. Upon submission of each completed deliverable, UTA Project Manager shall assess for accuracy and satisfactory completion prior to Invoice submission.

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Exhibit D

Forms & Assurances

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer Muriel Xochimitl.

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 Muriel Xochimitl

Title President

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonably good faith effort to utilize DBEs in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: X-Factor Strategic Communications

Address: 2485 W. 2150 N. Lehi, UT 84043

Signed: Muriel Xochimitl

Title: President

Phone Number: 385-225-6418

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: 4%

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 70 **percent (_____%)** of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
X-Factor Strategic Communications	Public Engagement	$182,070	70 %
		$	%
		$	%
		$	%

(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.

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Date: 9-8-23

Company Name: X-Factor Strategic Communications

Signature: Muriel Xochimitl

Printed Name: Muriel Xochimitl

Title: President

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X Factor Strategic Communications

Has successfully satisfied
49 CFR part 26 criteria for
certification as a
minority or women owned
business in the

Disadvantaged Business Enterprise Program

Expires on 12/31/2023

This DBE is certified to perform the following:

541820 Communications

Utah Unified Certification Program

Andrew Gray, DBE Liaison & UUCP Certifying Official
Utah Transit Authority
669 West 200 South Salt Lake City, UT 84101

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux
PRESENTER(S):	Russ Fox, Planning Director Alex Beim, Manager Long-range and Strategic Planning Dede Murray, Strategic Planner III

TITLE:

Contract: 2023-2024 On-Board Survey (Resource Systems Group Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with Resource Systems Group Inc. in the amount of $674,998.00 to conduct an on-board survey of UTA riders.

BACKGROUND:
On 21 August 2023, the Board of Trustees discussed a pre-procurement to conduct a customer survey of riders as required by the Federal Transit Administration to carry out U.S. Department of Transportation Title VI regulations and to understand rider origins and destinations to calibrate the regional travel demand model.

DISCUSSION:
The contract is for surveying riders on bus, rail, and on-demand services. Services include development of questions, survey methods and sampling plan. The survey will provide results of demographic and fare data per federal requirements and provide origin-destination data surveyed as well as expansion factors for travel pattern estimation.

The survey administration is anticipated to be conducted beginning in February 2024 and concluded by June 2024.

It will target respondents from across the system traveling on bus and rail routes and on-demand services at all times of the day, identify peak period vs. off-peak period respondents and weekend travelers.

The survey must produce a statistically valid sample of all UTA bus and rail routes and on-demand service, identifying minorities and low-income riders and fare payment types.

CONTRACT SUMMARY:

Contractor Name:	Resources Systems Group, Inc.
Contract Number:	23-03771
Base Contract Effective Dates:	20December 2023 - 31 December 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$674,998.00
Procurement Method:	RFP Best Value
Budget Authority:	Planning Operating Budget

ALTERNATIVES:

The survey is required under Title VI requirements. Failure to conduct a survey could put UTA out of compliance with federal regulations and result in loss of federal funds.

FISCAL IMPACT:

The funds for this contract are included in the 2023 and 2024 Planning Operating Budgets

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ATTACHMENTS:

UTA Contract #23-03771

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UTAH TRANSIT AUTHORITY

Professional Services Agreement

UTA Contract #23-03771

2023-2024 On-Board Survey

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and RESOURCE SYSTEMS GROUP, INC., a Vermont Corporation, with a place of business located at 55 Railroad Row, White River Junction, VT 05001 ("Contractor ").

RECITALS

WHEREAS, UTA desires to hire professional services to conduct its 2023-2024 On-Board Survey per Title VI regulations (49 CFR Part 21).

WHEREAS, On 2023 August 21, UTA issued Request for Proposal Package Number 23-03771 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

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b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.

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

2. **MANAGEMENT OF WORK**

a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

3. **PROGRESS OF WORK**

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

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

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e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than 2024 December 31. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisons described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs

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which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;

3. Contractor's Proposal including, without limitation, all federal certifications (as applicable).

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

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

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

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

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9. **INVOICING PROCEDURES**

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offsest by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoice not submitted electronically will be paid thirty (30) calendar days from the date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor , Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractors.

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11. **USE OF SUBCONTRACTORS**

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subContractor s, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subContractor s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subContractors.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

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

Florian Fessel – Project Manager
Margaret Campbell – Sr Technical Advisor

If Contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

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c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Contractor 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

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

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

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

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

CONTRACTOR 'S POST TERMINATION OBLIGATIONS:
Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and

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expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor 's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

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

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

16. **FINDINGS CONFIDENTIAL**

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

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

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17. **PUBLIC INFORMATION**

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

18. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subContractor s. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor , a subContractor , anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor 's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

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

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

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".
b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability
Each Accident $1,000,000
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.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum

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limits. Larger limits may be indicated after the Contractor ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractor’s 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

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insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.

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

20. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subContractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Contract 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.

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22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor 's Project Manager	Five calendar days
UTA's Director of Planning/Contractor's Senior Director	Five calendar days
UTA's Chief, Planning & Engagement/Contractor's CEO	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.

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24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:
Utah Transit Authority
ATTN: Jimi Rider
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 :
Resource Systems Group, Inc.
ATTN: Margaret Campbell
55 Railroad Row
White River Junction, VT 05001

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.

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c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

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

a. The following requirements apply to the extent that the Contractor is providing design or constructin services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million.

b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.

c. Contractor shall also demonstrate to UTA that subContractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subContractor 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEY'S FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

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

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32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

37. **AMENDMENTS**

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

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38. **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.

39. **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.

[Remainder of this page left intentionally blank. Additional page(s) follow.]

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

UTAH TRANSIT AUTHORITY:

By_____ Date:

Jay Fox
UTA Executive Director

By_____ Date:

Nichol Bourdeaux
Chief, Planning & Engagement

Approved as to Content & Form

By DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 11/22/2023

Mike Bell
UTA Legal Counsel

Reviewed & Recommended

By_____ Date:

Dede Murray
Planning Project Manager

UTA Contract No. 23-03771
2023-2024 On-Board Survey

RESOURCE SYSTEMS GROUP, INC.:

By DocuSigned by: Robert Hewett DDCEE3FB6A3A4D8... Date: 11/21/2023

Robert Hewett
Contracts Manager

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Exhibit A

Project Scope of Work

PROJECT TASKS

Task 1*: Project Administration*

Contractor shall present to UTA a project administration strategy that includes, but is not limited to:

- A schedule including milestones, meetings, and deliverables including a kick-off meeting with project stakeholders, and
- Identification of a Project Management team and, if necessary, an external Technical Advisory Committee (UTA Project Manager will identify an internal Technical Advisory Committee as identified in Task 4).

***Deliverable*:** A project schedule including planned project meetings, Project Management team committee members.

Task 2: Review Existing Data Sources and Surveys

- Contractor shall review 2019 on-to-off and OD survey materials and data sets, and identify how the data were used; as well as identify whether the questionnaire, sampling plan, and other aspects of the survey methodology are applicable and can be replicated for this effort, and
- Contractor shall provide a summary document outlining best practices and recommendations for improvements to the previous methodology to be used as input during questionnaire and sampling plan development.

***Deliverable*:** Summary report of findings from the UTA 2019 Survey to guide the 2023-2024 Survey.

Task 3: Develop Sampling Plan and Survey Approach

UTA operates buses and trains running on approximately 86 routes, seven (7) days a week, from approximately 3:30 a.m. until nearly midnight on select routes. The objective of the survey effort is to collect a population-proportional sample to understand rider demographics, fare usage data, and route-level origins and destinations from the entire UTA service area. It is important to understand differences in survey responses across travel markets, especially identifying those respondents traveling to or from significant attractors including, but not limited to, such locations as downtown Salt Lake City, major university campuses and hospitals, and other community resources such as large retail destinations; as well as, traveling to or from traditionally low-wage employment regions. Contractor's sampling plan shall:

- Target respondents from across the system traveling on bus, light rail, FrontRunner routes, and on UTA On-Demand services, at all times of the day,

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- Identify and target major travel markets, geographical areas, and traditionally low-wage employment regions, and
- Identify peak period vs. off-peak period respondents, and weekend travelers. Inclusion of weekend surveying is required for UTA planning purposes.

Contractor's sampling plan and survey approach shall include the following:

- A survey with a goal of producing a statistically valid sample of all UTA bus, light rail, and FrontRunner routes by service and time of day; as well as UTA On-Demand service.
- The surveys will need to be administered on the entire UTA System between February and June 2024. Care will need to be taken to collect samples only during typical travel times and to ensure that college is in session; notably, excluding surveying on holidays.
- This will be a system-wide survey of UTA services excluding Paratransit services and vanpools.

***Deliverable*:** Complete survey sampling plan and methodology, including estimated target response rates.

Task 4: Develop Questionnaire

Working with an internal UTA Technical Advisory Committee, Contractor shall develop a survey questionnaire for the survey, considering information collected in Task 2.

Key data that should be gathered via the on-board survey includes, but is not limited to:

- Home Address or nearest intersection – should include ZIP+4,
- Trip destination,
- Access to and egress from transit – how did you get to/from transit (e.g. walk, bike, park-and-ride, wheelchair),
- Time of day when you use transit,
- Race/ethnicity,
- Gender,
- Age,
- Education,
- Language spoken at home,
- Disability, disability type,
- Household Income,
- Household size,
- Number of vehicles in household,
- Number of licensed drivers in household,
- Method of fare payment,
- Reason for use of transit for journey, and
- Cellular phone/smart phone availability.

Value statements or stated preference questions may also be considered as part of the survey. Survey questionnaire shall be available in English and Spanish, at a minimum.

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***Deliverable*:** Final on-board questionnaire form that corresponds with the methodology(s) developed in Task 3.

Task 5: Program Survey and Produce Survey Materials

Once the questionnaire has been completed, Contractor shall develop the on-board survey program and materials. This will be dependent on survey details identified in Task 2 and Task 3. A survey instrument that allows for digital input, via tablet or other e-device, is preferred due to data and location tracking; as well as the potential for visibility by respondents in a variety of languages. Contractor shall describe the tools used to ensure respondents with Limited English Proficiency (LEP) are able to access the survey information, including number of languages available.

***Deliverable*:** Final survey program and required materials.

Task 6: Administration of Survey

Contractor shall closely manage project oversight, including validation of the execution of the program and adjusting for unforeseen disruptions in the overall survey that may introduce bias or corrupt the survey results. As indicated in Task 5, electronic delivery of survey is preferred.

The full system survey will begin in February and must be completed by the end of June 2024.

***Deliverable*:** Summary report of the results of the survey execution, including problems and implemented solutions to address problems.

Task 7: Analyze Survey Results

Contractor shall produce a comprehensive final data set, including tabulations and cross-tabulations of data in anticipation of the expectations for the use of the data (summarized in the "Objectives" section of this Contract's corresponding solicitation). Contractor shall "scrub" or validate the data for accuracy and consistency and expand upon and weigh the data to ensure an accurate system-wide picture is captured. Delivery of data set(s) will need to be coordinated with UTA Technical Advisory Committee to ensure data can be integrated and accessed on UTA systems and is compatible with previous On-Board Survey data.

***Deliverable*:** Final data set(s) in Microsoft Excel format. Any GIS data produced should also be provided.

Task 8: Draft Document of Survey Results

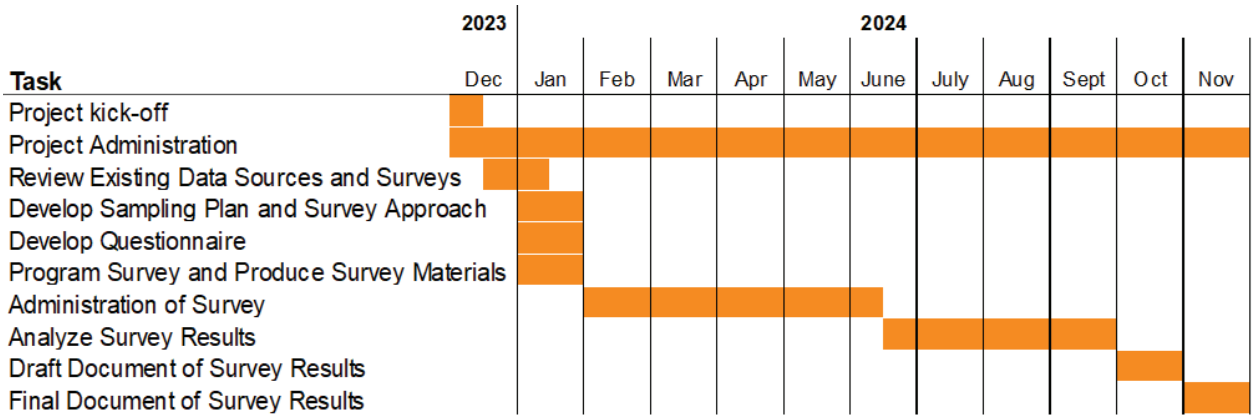
***Deliverable*:** Draft summary report, including an "Executive Summary." This will be reviewed and redlined by internal UTA Technical Advisory Committee prior to Task 9.

Task 9: Final Document of Survey Results

***Deliverable*:** Final summary report incorporating the redlines made on the draft summary report by the internal UTA Technical Advisory Committee, including an Executive Summary and a PowerPoint presentation to UTA staff of survey results.

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ANTICIPATED PROJECT SCHEDULE*



*subject to change

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Exhibit B

Project Pricing

	Tasks	Total Hours	Cost
Task 1:	Project Administration	160	$27,612
Task 2:	Review Existing Data Sources and Surveys	34	$6,056
Task 3:	Develop Sampling Plans and Survey Approach	192	$31,047
Task 4:	Develop OD Questionnaire	100	$16,837
Task 5:	Program and produce survey materials	109	$20,245
Task 6:	Administration of Survey	1,814	$183,065
Task 7:	Analyze Survey Results	747	$90,794
Task 8:	Draft Documents of Survey Results	252	$36,324
Task 9:	Final Document of Survey Results	88	$11,899
	Totals	3,496	**$423,879**

Expenses	**Cost**
Data entry	$0
Survey temporary staff	$0
Total Expenses	**$0**

Subcontractor Expenses	**Cost**
Travel for fieldwork	$49,168
Survey temporary staff	$201,952
Total Subcontractor	**$251,120**

Total Project Cost	**$674,998**

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Pricing of this Contract, as specified in the table above, shall be firm-fixed through the entirety of the period of performance. The Total Project Cost shall be an aggregate, fixed Lump Sum.

Contractor shall invoice UTA on a milestone basis. Milestones, as identified in the table above, will be defined as each Task (1 through 9), respectively. Associated Deliverables with each Task are specified in Exhibit A – Project Scope of Work. Upon submission of each completed deliverable, UTA Project Manager shall assess for accuracy and satisfactory completion prior to Invoice submission.

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1.0 TECHNICAL PROPOSAL

1.1 PROJECT APPROACH

Project Understanding

UTA has expanded its services substantially over the past 15 years. With the expansion of services, it is important to understand the change in travel patterns. Understanding travel patterns with an origin-destination (O-D) survey helps agencies determine how to better tailor service to meet the needs of its riders and provides a foundation to forecast future travel behavior for new or expanded services.

Many of UTA's new and expanded services were completed by the time of the last survey in 2019. Since then, those services have become more established. Additionally, the COVID-19 pandemic upended traditional travel patterns and significantly impacted transit ridership globally. Therefore, it is important for UTA to conduct O-D surveys to understand how these changes ultimately affect services system-wide.

In addition to understanding travel behavior, UTA needs to obtain demographic profiles for its riders for Title VI reporting and fare equity analysis requirements. RSG is well versed in the questions that are required for Title VI and will ensure UTA has included the appropriate questions in its survey.

Continuing to team with ETC Institute, as we did for the 2019, 2015, and 2013 O-D studies, we are poised to harness the knowledge and experience gained from these prior programs, and we are well positioned to provide UTA with a consistent and efficient 2023-2024 On-Board Survey.

Our team brings unparalleled experience and knowledge in conducting on-board O-D studies and works closely with the FTA. The team authored many of the best practice methods currently in place, such as tablet surveying, on-to-off surveying, sampling targets, and survey weighting/expansion methods.

Finally, our team is in the unique position of offering both best practice survey methods, but also being an end user of O-D data for UTA's Simplified Trips-on-Project (STOPS) ridership forecasting tool. Over the past year, we have worked with UTA to update and calibrate the STOPS model and provide ridership forecasts for several BRT corridors and FrontRunner projects. During this process, we have included updates to represent UTA's On Demand service in the model, among other improvements.

Proposed Approach

Task 1: Project Administration

The RSG team will efficiently deliver study results by leveraging our experience on the prior UTA O-Ds. At the outset of the project, RSG's Project Manager will create a project schedule that includes milestones and key deliverables. We will work with UTA to identify a Project Management Team, who will be kept up to date on project status and will be included in key project decisions.

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We will hold a kickoff meeting with project stakeholders to review objectives and goals for the study. After the kickoff, the RSG team recommends holding biweekly calls, particularly during the planning stages of the study, to ensure all key stakeholders are informed of progress and to discuss project needs and challenges.

Finally, after the kickoff meeting, RSG will create a project work plan that outlines the project objectives, key tasks to accomplish, and any data needs required from UTA to successfully complete the project.

TASK 1 DELIVERABLE

- Project schedule and work plan, including identifying Project Management Team Committee members

Task 2: Review Existing Data Sources and Surveys

The prior UTA On-Board Studies obtained system-wide O-D information. We envision the O-D questionnaire being similar to those of past years. We expect many of the methodologies, including the sampling plan and survey distribution methods will remain similar to 2019 but we will revisit each step to identify what aspects of the past survey efforts to replicate and which to update. Because these materials and methodologies were designed and implemented by the RSG team, this review will be accelerated and will help guarantee a comprehensive understanding of the previous effort.

Similar to the 2019 study, we expect that the 2023-2024 study will include both an on-to-off and onboard tablet-based surveying. Both of these components are considered critical to a successful onboard O-D study:



Onboard tablet surveys provide higher quality data with no missing information

- The on-to-off survey provides invaluable information about boarding and alighting *pairs* on larger bus routes and on the rail that allows for a more detailed survey weighting process that better represents the system. This is important because short trips can be underrepresented in O-D surveys because the rider may not have time to complete the survey before alighting. An on-to-off survey provides data to correct this bias.
- Onboard tablet surveys provide higher quality data with no missing information on the surveys. All locations are geocoded in real-time and reviewed by the surveyor with the rider while taking the survey. This allows for immediate corrections if a rider misunderstood a question. All questions can be required to be answered and therefore respondents cannot skip over address questions or provide only partial information. A large portion of paper surveys typically need to be discarded due to missing or incomplete information that results in a survey being unusable for most applications.

A summary report of the findings associated with the 2019 survey methodology will be provided for reference in the development of the 2023-2024 methodology and instrument. We will consult with the FTA and RSG modelers using these data, regarding current best practices to understand where improvements can be made to the questionnaire, sampling, or other methodologies within the study timeline and budget. One such recent example of this type of learning has been about improved weighting and expansion processes to ensure the best

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possible representation of trips for use in ridership forecasting tools such as regional models and STOPS models. Data collection efforts that reflect FTA's best practices and the ridership forecasts that rely on these data tend to be more well received by FTA when applying Capital Investment Grant programs.

TASK 2 DELIVERABLE

- Summary report of findings from 2019 O-D survey process to guide the 2023-2024 Survey

Task 3: Develop Sampling Plan and Survey Approach

RSG will create a sampling plan and survey approach that supports the study objectives and can be completed within UTA's budget and timeline.



RSG offers the experience of improved sampling and weighting techniques for O-D studies

Weekday

FTA best practices include conducting both an on/off survey and a full O-D survey. It is typically recommended that about 10% of boardings be surveyed for the O-D survey and about 20% of average weekday boardings for routes with over 2,500 average weekday riders for the on-to-off survey. We have budgeted for up to 11,000 completed weekday O-D surveys which should provide a 10% sample of average weekday ridership across the system[1]. We have also assumed that the on-to-off survey will be conducted on the FrontRunner, TRAX, and the four bus routes with ridership greater than 2,500 riders; smaller routes gain less value from the on-to-off survey during the weighting process due to smaller sample sizes. We recommend that once the sampling plan and approach are developed, that UTA and the RSG team discuss the approach with the FTA. This step is critical in helping the FTA feel comfortable with the data being collected and with subsequent models based on these data.

The surveys will be conducted on UTA's full system of fixed-route buses and trains between January and June 2024. We recommend surveying on Mondays through Thursdays and will focus on trips occurring between 6:00 a.m. and 9:00 p.m., consistent with the prior studies. While some routes do run later than 9:00 p.m., ridership declines significantly making surveying less efficient and more costly. Therefore, we do not recommend surveying beyond 9:00 p.m. but will discuss with UTA once the project is underway and potentially reduce surveying in other areas if late night surveying is a priority.

The sampling plan will aim to collect surveys roughly proportional to actual ridership by route/line, time of day, and direction. The RSG team will avoid surveying during holidays or during weeks that the universities are out of session. At the outset of the project, we will work with UTA to determine a list of "blackout" days in which surveying will not be conducted.

Weekend

The weekend sampling plan will aim to collect a 2% sample of average Saturday and Sunday riders, resulting in about 1,200 Saturday surveys and 500 Sunday Origin-Destination (OD) surveys. Because these surveys will be used for planning but not in modeling applications, we do not recommend an on-to-off survey for the weekend.

[1] Based on January-May, 2023 average ridership data

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On Demand

The On Demand sampling plan will require close coordination with UTA to determine the best approach and number of surveys. Our team understands the importance of conducting some of the surveys on-board, per the Response to RFP Questions. Therefore, we have budgeted to conduct 50 surveys onboard these vehicles and will work with UTA to determine if additional surveys should be obtained through email or app notification invitations, postcard seat drops, or other means.

TASK 3 DELIVERABLE

- Complete on-to-off and O-D survey sampling plan and methodology, including estimated target response rates

Task 4: Develop Questionnaire

RSG will collaborate with the UTA Technical Advisory Committee (TAC) to develop a questionnaire while addressing the most critical goals of the study. The draft questionnaire will be then distributed to the TAC for final approval prior to programming. The questionnaire will likely include the following questions:

- Route surveyed on
- Direction of travel
- Any other transit routes used and number of transfers
- Time of trip
- Origin location and type
- Boarding location
- Alighting location
- Destination location and type
- Access and egress modes
- Gender
- Age
- Household income
- Race and Ethnicity
- Household size
- Number of vehicles in household
- Number of licensed drivers in household
- Method of fare payment
- Reason for use of transit for journey
- English proficiency
- Language spoken at home
- Disability status
- Cellular phone/smart phone availability
- Home address or nearest intersection

The RFP states that values statements or stated preference questions may be considered for part of the survey; however, the RSG team recommends keeping the survey concise and focused primarily on the O-D questions to ensure a high response rate to satisfy the main objective of this study—understanding origin and destination behavior. However, RSG is well versed in conducting stated preference surveys and would be happy to talk with UTA about additional scope and budget to do so as a follow on to this study.

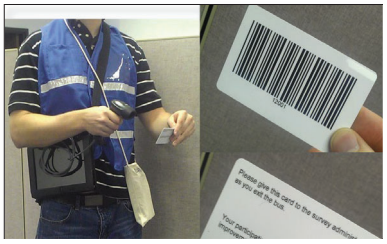
TASK 4 DELIVERABLE

- Final on-board questionnaire that corresponds with the methods developed in Task 3

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Task 5: Program Survey and Produce Survey Materials

FIGURE 1. ON-TO-OFF BARCODE AND SCANNER



Once the questionnaire content is finalized, ETC Institute will program the tablet-based survey to be used on-board UTA's buses and trains. The survey will include an address geocoder that will provide a latitude/longitude for each location in real-time. This improves the quality of the final data set as well as improves data processing efficiencies.

For riders with Limited English Proficiency (LEP), our team has several options to allow them to participate in the survey: 1) taking a paper survey in their language of choice, 2) taking the survey online in their language of choice, or 3) taking the survey via phone interview at a later date or time. Typically, we have offered the UTA survey in English and Spanish and have assumed the same for this effort.

ETC Institute will also program/prepare the on-to-off survey tools and materials. The on-to-off survey consists of a small card with a barcode on it and a barcode scanning system that links the scan to the time and location where a barcode was scanned.

TASK 5 DELIVERABLE

- Final survey program and materials

Task 6: Administration of Survey

On-to-Off Survey

ETC Institute will administer the on-to-off survey according to the sampling plan developed in Task 3. The data will then be processed, resulting in a dataset that includes the route surveyed, direction, respondent boarding time, boarding station/stop, and alighting station/stop.

O-D Survey

ETC Institute will administer the O-D survey according to the sampling plan developed in Task 3, using a tablet-based surveying approach.

Surveyor Training. Prior to the start of the field, we will conduct in-person group training on survey procedures and safety with all survey staff. A training manual will also be included.

Timing of the Survey. The surveys will be administered weekdays (Monday-Thursday) when schools are in session and will avoid holidays and major school closures in the area. The surveys will be administered from 6:00am-9:00pm or during the hours for which the route is operating.

During the Administration of the Survey. Interviewers will select riders at random to participate in the survey based on the sampling goals established for each route.

After the Administration of the Survey. After the surveys are administered, the team will review each survey record to ensure that all necessary information has been provided.

TASK 6 DELIVERABLE

- Summary report of the results of the survey execution, including problems and implemented solutions to address problems

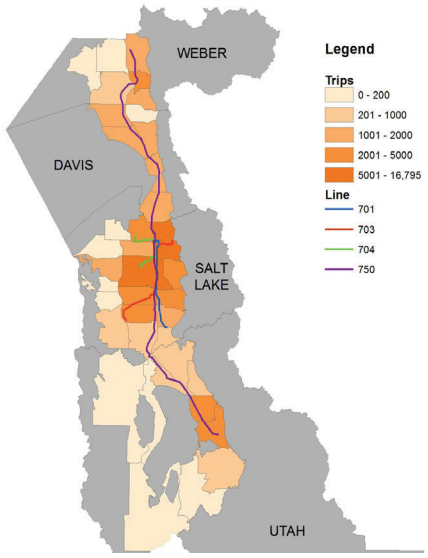
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Task 7: Analyze Survey Results

All data will automatically be coded and geocoded in real-time with the tablet-based survey. Much of the data will be cleaned in real-time as well, with interviewers double checking whether a respondent's trip makes sense while they take the survey. Additionally, RSG and ETC will undertake a data cleaning and validation effort after data collection to ensure a high quality dataset for UTA. This cleaning will include a visual inspection of each record to be sure it makes sense.

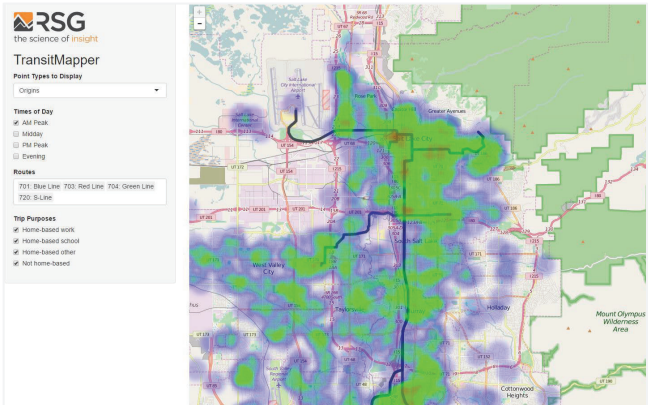
Prior to analysis, RSG will weight and expand the survey records to represent UTA ridership. RSG will weight to the on-to-off survey for lines/routes where it is conducted and for routes where it is not conducted, we will assume the boarding and alighting patterns to be correct from the survey and will expand to automatic passenger counter (APC) data provided by UTA by route/line, direction, and time-period.

FIGURE 2. EXAMPLE OF MAP OF ORIGINS



RSG will analyze the data using tabulations and cross tabulations for each question and will primarily be composed of tabulations and charts, as well as cross tabulations by route/line, peak vs. off-peak, ticket type, rider frequency, and other key variables. An example of one analysis is shown in Figure 2. Example of Map of Origins, which maps origin locations from RSG's 2013 report to UTA.

FIGURE 3. EXAMPLE OF TRANSIT MAPPER TOOL



Transit Mapper Tool

RSG has developed a web-based tool, called Transit Mapper, that we will provide to UTA as part of this study. The RSG team will develop this application so that UTA can easily view the O-D patterns dynamically (Figure 3. Example of Transit Mapper Tool). This tool will allow UTA to map the O-D data based on selecting several different variables to explore the data in a web browser.

TASK 7 DELIVERABLE

- Final dataset(s) in Microsoft Excel format, including any GIS data such as latitude/longitudes, Transportation Analysis Zones (TAZs), and maps

Task 8: Draft Document of Survey Results

The report will document all survey review, design, implementation, and analysis information outlined in Tasks 1 to 7. The report will contain figures and graphs of key analyses and provide

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an executive summary highlighting the key findings. RSG will work with the TAC to create a draft report that covers all materials.

TASK 8 DELIVERABLE

- Draft summary report

Task 9: Final Document of Survey Results

A final report addressing the Committee's comments on the draft report will be submitted. Additionally, an executive summary of the survey report and a final presentation in PowerPoint will be created to highlight the key findings of the study.

TASK 9 DELIVERABLE

- Final summary report

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jesse Rogers, Bus Vehicle Procurement Project Manager

TITLE:

Contract: UTA Support Fleet Purchase Order (Ken Garff West Valley Ford, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Ratify the execution of purchase order 17191 under Utah State Contract MA3790 and associated disbursements with Ken Garff West Valley Ford, LLC in the amount of $2,905,403.00 for purchase of 57 vehicles.

BACKGROUND:
In an effort to replace many older vehicles in UTA's support fleet, the vehicle procurement team plans to procure 116 vehicles in 2024. This purchase order is part of an advance procurement request to leverage order windows for 2024 that are open in 4th quarter 2023. the Board approved this procurement request on October 25, 2023 with a blanket PO referencing various state contracts from which individual purchase orders such as this one will be made.

DISCUSSION:
The team has received quotes from Ken Garf and has issued a PO totaling 57 vehicles to include 20 F-150s, 4 F-250s, 5 F-350s, 3 F-550s and 25 Ford Transit vans for a total of $2,905,403.00. The remainder of the pre-approved vehicle purchases will be made under separate purchase orders.

CONTRACT SUMMARY:

Contractor Name:	Ken Garff West Valley Ford, LLC
Contract Number:	PO 17161
Base Contract Effective Dates:	10/21/2023thru 9/26/2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$2,905,403.00
Procurement Method:	State Contract #MA3790
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

Defer replacements to future budget year.

FISCAL IMPACT:

This project is included in the 2024-2028 Capital Plan

ATTACHMENTS:

UTA Purchase Order 17161

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Ken Garff West Valley Ford
4091 W 3500 S
West Valley City UT 84120

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OG	17161

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1506795	11/30/2023

SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING		*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER / PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Burton, Amanda / 1 of 2

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 2,905,403.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00012651	11/30/23	8 EA	40-6205.68912	Ford F-150 Crew Cabs Trice Batty, White Fleet	43057.0000	344,456.00
2	00012651	11/30/23	1 EA	40-6205.68912	Ford F-150 Crew Cab Trice Batty, White Fleet	44240.0000	44,240.00
3	00012651	11/30/23	2 EA	40-6205.68912	Ford F-150 Crew Cab W/lightbar Trice Batty, White Fleet	44457.0000	88,914.00
4	00012651	11/30/23	9 EA	40-6205.68912	Ford F-150 Crew Cab W/Towing Trice Batty, White Fleet	44675.0000	402,075.00
5	00012651	11/30/23	1 EA	40-6205.68912	Ford F-250 Trice Batty, White Fleet	50667.0000	50,667.00
6	00012651	11/30/23	1 EA	40-6205.68912	Ford F-250 Trice Batty, White Fleet	51402.0000	51,402.00
7	00012651	11/30/23	2 EA	40-6205.68912	Ford F-250 W/Towing Trice Batty, White Fleet	52826.0000	105,652.00
8	00012651	11/30/23	1 EA	40-6205.68912	Ford F-350 8ft bed Trice Batty, White Fleet	55423.0000	55,423.00
9	00012651	11/30/23	3 EA	40-6205.68912	Ford F-350 8ft bed W/bedliner Trice Batty, White Fleet	53050.0000	159,150.00
10	00012651	11/30/23	1 EA	40-6205.68912	Ford F-350 8ft bed W/lightbar Trice Batty, White Fleet	65997.0000	65,997.00
11	00012651	11/30/23	2 EA	40-6205.68912	Ford F-550 HyRail Trice Batty, White Fleet	66608.0000	133,216.00
12	00012651	11/30/23	1 EA	40-6205.68912	Ford F-550 Dump Truck Trice Batty, White Fleet	58502.0000	58,502.00
13	00012651	11/30/23	1 EA	40-6205.68912	Ford Transit Cargo No Upfittin Trice Batty, White Fleet	52422.0000	52,422.00
14	00012651	11/30/23	1 EA	40-6205.68912	Ford Transit Cargo utility Trice Batty, White Fleet	53105.0000	53,105.00

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

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Ken Garff West Valley Ford
4091 W 3500 S
West Valley City UT 84120

Utah Transit Authority

PURCHASE ORDER NUMBER	
OG	17161

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1506795	11/30/2023

SEND INVOICE TO:	SHIP TO:	*An Equal Opportunity Employer*	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING			*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Burton, Amanda	2 of 2

15	00012651	11/30/23	10 EA	40-6205.68912	Ford Transit Cargo W/Towing Trice Batty, White Fleet	54205.0000	542,050.00
16	00012651	11/30/23	1 EA	40-6205.68912	Ford Transit Passenger-15 Trice Batty, White Fleet	56864.0000	56,864.00
17	00012651	11/30/23	6 EA	40-6205.68912	Ford Transit Passenger-15 upfi Trice Batty, White Fleet	55181.0000	331,086.00
18	00012651	11/30/23	2 EA	40-6205.68912	Ford Transit Passenger-Lightba Trice Batty, White Fleet	56913.0000	113,826.00
19	00012651	11/30/23	4 EA	40-6205.68912	Small Cargo Van Trice Batty, White Fleet	49089.0000	196,356.00

Per State of Utah Contract #MA3790

DocuSigned by:
Tara Mason
42A587DB67FA45C...

12/1/2023

Commercial Account Manager

DocuSigned by:
Mike Bell
70E33A415BA44F6...

12/1/2023

Utah Assistant Attorney General

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jesse Rogers, Bus Vehicle Procurement Project Manager

TITLE:

Contract: UTA Support Fleet Purchase Order (Tony Divino Toyota)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Ratify the execution of purchase order 17192 under Utah State Contract MA3796 and associated disbursements with Tony Divino Toyota in the amount of $ $2,162,881.00 for purchase of 58 vehicles.

BACKGROUND:
In an effort to replace many older vehicles in UTA's support fleet, the vehicle procurement team plans to procure 116 vehicles in 2024. This purchase order is part of an advance procurement request to leverage order windows for 2024 that are open in 4th quarter 2023. The Board approved this procurement request on October 25, 2023 with a blanket PO referencing various state contracts from which individual purchase orders such as this one will be made.

DISCUSSION:
The team has received quotes from Tony Divino Toyota and has issued a PO totaling 58 vehicles to include 3 4Runners, 10 Highlanders, 14 Rav4s, 22 AWD Siennas, and 9 Tacoma pickups for a total of $2,162,881. The remainder of the pre-approved vehicle purchases will be made under separate purchase orders.

CONTRACT SUMMARY:

Contractor Name:	Tony Divino Toyota
Contract Number:	PO 17162

Base Contract Effective Dates:	12/21/2023 - 9/26/2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$2,162,881.00
Procurement Method:	State Contract MA3796
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

Defer replacements to future budget year.

FISCAL IMPACT:

This project is included in the 2024-2028 Capital Plan

ATTACHMENTS:

UTA Purchase Order 17162

DocuSign Envelope ID: 6FAAC8AE-D509-4160-9832-FF0508C76572

TONY DIVINO TOYOTA
777 W. RIVERDALE RD
RIVERDALE UT 84405-3714

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OG	17162

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1259350	11/30/2023

SEND INVOICE TO:	SHIP TO:		ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING			*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Burton, Amanda	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 2,162,881.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00005310	11/30/23	3 EA	40-6205.68912	Toyota 4 Runner Trice Batty, 2024 White Fleet	39573.0000	118,719.00
2	00005310	11/30/23	10 EA	40-6205.68912	Toyota Highlander Hybrid Trice Batty, 2024 White Fleet	46060.0000	460,600.00
3	00005310	11/30/23	14 EA	40-6205.68912	Toyota RAV4 hybrid Trice Batty, 2024 White Fleet	30751.0000	430,514.00
4	00005310	11/30/23	22 EA	40-6205.68912	Toyota Sienna AWD Hybrid Trice Batty, 2024 White Fleet	36784.0000	809,248.00
5	00005310	11/30/23	9 EA	40-6205.68912	Toyota Tacoma Trice Batty, 2024 White Fleet	38200.0000	343,800.00

Per State of Utah Contract #MA3796

DocuSigned by:
Susan Peterson
95BA4837E388436...

Fleet Manager

12/1/2023

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Utah Assistant Attorney General

11/30/2023

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If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Patti Garver, Manager of Environmental & Sustainability

TITLE:

Contract: Critical Connections Study Funding Agreement (Redevelopment Agency of Salt Lake City, Salt Lake City, UDOT)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize the Executive Director to execute a funding agreement and associated disbursements between UTA, the Redevelopment Agency of Salt Lake City, Salt Lake City, and the Utah Department of Transportation (Project Partners) in the amount of $500,000 for critical connections study.

BACKGROUND:
The USDOT published a notice of funding opportunity for the Reconnecting Communities Grant Program on June 30, 2022. This planning grant program funds planning projects that reconnect communities by removing, retrofitting, or mitigating transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development. Salt Lake City submitted a grant application in September 2022 for the Project. Salt Lake City was selected on February 28, 2023, to receive funding under this program. Salt Lake City is not an eligible recipient of USDOT funds. Therefore, the funds will be awarded to UDOT as an eligible recipient; however, the Project will be managed by Salt Lake City. The agreement will allow transfer of UTA's match of $500,000 to UDOT for the Project.

DISCUSSION:
The USDOT selected Salt Lake City to receive an award amount of $1,970,000 for the Critical Connections: Healing Salt Lake City's East-West Divide project on February 28, 2023. Project Partners include UTA, the Redevelopment Agency of Salt Lake City, Salt Lake City, and the Utah Department of Transportation.

The aim of the Project is to better understand the nature of the East-West divide and then co-create an

infrastructure solution or program of solutions for further consideration and/or implementation by the Project Partners.

The Project Partners, through this agreement, will pay UDOT $1,770,000 for costs authorized under the agreement as follows:

a. Utah Transit Authority: $500,000
b. Salt Lake City Corporation: $1,245,000
c. Salt Lake City RDA: $25,000

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City/Redevelopment Agency of Salt Lake City/UDOT
Contract Number:	23-P00309
Base Contract Effective Dates:	12/30/2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$500,000
Procurement Method:	Non-procurement
Budget Authority:	5-Year Capital Plan

ALTERNATIVES:

If this funding agreement is not executed, barriers to community connections will remain in place longer and improved connections to mobility and UTA's system will be delayed.

FISCAL IMPACT:

UTA's 5-year capital budget includes the Reconnecting Communities Study for $500,000 in MSP248-Planning and Environmental Analysis.

ATTACHMENTS:

Critical Connections Study Funding Agreement

CRITICAL CONNECTIONS STUDY
FUNDING AGREEMENT

This Critical Connections Study Funding Agreement ("Agreement") is entered into this ___ day of _____, 2023, by and between UTAH TRANSIT AUTHORITY ("UTA"), a special service district responsible for providing public transportation and organized under the laws of the State of Utah, SALT LAKE CITY ("Salt Lake City"), a Utah municipal corporation and political subdivision of the State of Utah, the REDEVELOPMENT AGENCY OF SALT LAKE CITY ("Salt Lake City RDA"), a public entity, UTAH DEPARTMENT OF TRANSPORTATION (UDOT), an agency of the state government of Utah, are hereinafter collectively referred to as "Project Partners" and each may be referred to individually as "Project Partner," all as governed by the context in which such words are used.

RECITALS

WHEREAS, Salt Lake City is a regional hub of economic and population growth; and

WHEREAS, Salt Lake City recently received a Reconnecting Communities Pilot Program ("Reconnecting Communities") funding award from the U.S. Department of Transportation ("USDOT") to pay for a portion of the costs to examine the East-West Divide in Salt Lake City created by the heavy rail, interstate freeway and subsequent investment practice ("Project"); and

WHEREAS, Salt Lake City received $1,970,000 from the RECONNECTING COMMUNITIES award, but estimates the total Project cost will be approximately $3,740,000; and

WHEREAS, the Project Partners are public stakeholders who have responsibilities for and a vested interest in the development and implementation of long-term transportation planning and have significant development and redevelopment plans around the Project area identified in the RECONNECTING COMMUNITIES grant application ("Project Area"); and

WHEREAS, pursuant to the terms of this Agreement, the Project Partners desire to work together on this Project and will provide funding to help cover the cost difference between the amount Salt Lake City received from the RECONNECTING COMMUNITIES award and the estimated total Project cost ("Project Funds").

AGREEMENT

NOW, THEREFORE, it is hereby agreed as follows:

1. Project. Conduct a collaborative study between Project Partners with the assistance of a consultant which addresses the subject of "Critical Connections: Healing Salt Lake City's East-West Divide". The aim of the Project is to better understand the nature of the East-West divide and then co-create an infrastructure solution or program of solutions for further consideration and/or implementation by Project Partners. The scope of the Project is more fully defined in Exhibit A.

2. Purpose of Agreement. This Agreement outlines the terms and conditions pursuant to which the Project Funds will be used to retain a Consultant (defined below) to help complete the Project. Project Partner staff will also help to complete the Project. The scope of work and schedule for the Project is described in Exhibit B.

3. Project Funds. The budget for the Project is estimated to be $3,740,000, attached here as Exhibit A. UDOT is the recipient of a $1,970,000 RECONNECTING COMMUNITIES award that will be used to fund the Project. In addition, the Project Partners have agreed to contribute a total of $1,770,000 in Project Funds in the following shares:

a. UTA: $500,000
b. Salt Lake City Corporation: $1,245,000
c. Salt Lake City RDA: $25,000

4. Selection of Consultant to Perform the Project. Selection of the consultant, or consultant team, to perform the Project ("Consultant") will be effectuated pursuant to a public procurement process in accordance with appropriate federal and state procurement requirements. Following selection, Salt Lake City will negotiate and enter into a contract with the Consultant. The Consultant contract will identify a not-to-exceed amount (inclusive of reasonable contingency amounts) that is equal to or less than $3,740,000. The receipt of Project Funds sufficient to fund the not-to-exceed amount is a condition precedent to Salt Lake City's obligation to execute the Consultant contract. If Salt Lake City is unable to execute the Consultant contract based on the lack of necessary Project Funds, Salt Lake City shall refund the Project Funds to each Project Partner in the shares identified in Section 2.

5. Transfer and Use of Funds. The Project Partners shall transfer the Project Funds to UDOT no later than thirty days after the execution of this agreement. UDOT shall segregate the Project Funds into a separate internal account. Unless otherwise specifically approved by all Project Partners in writing, UDOT and Salt Lake City may only: (i) use the Project Funds for the Project; and (ii) draw upon the Project Funds only as necessary to select a consultant or make progress payments to the Consultant, in arrears, for services satisfactorily performed in furtherance of the Project.

6. Coordination of Project with Project Partners; Steering Committee. Salt Lake City will serve as the lead agency for the Project and will hold and manage the contract with the Consultant. Salt Lake City will coordinate with the other Project Partners and solicit Project input through a Project steering committee, which will be established after the execution of this Agreement. The Project Partners will each appoint a representative to the Project steering committee. The Project steering committee will meet periodically during the progress of the Project to discuss substantive Project issues. Salt Lake City will provide members of the Project steering committee with regular reports of Project progress and expenditures. Salt Lake City will use reasonable efforts to provide the Project steering committee members with the opportunity to review and provide feedback regarding the deliverables submitted by the Consultant from time to time. Salt Lake City will use reasonable efforts to provide the appointees to the Project steering committee with the opportunity to review and concur with the Salt Lake City's selection of the Consultant. Any material changes to the scope of work or schedule shall be coordinated with the Project Partners and are subject to the written approval of all Project Partners, each Project Partner not to withhold its respective approval unreasonably.

7. Recordkeeping. Salt Lake City shall maintain a record of all expenditures of Project Funds in such a way that the other Project Partners may confirm that such funds have been spent only for the purposes specified in this Agreement. Salt Lake City shall make relevant books and records available to the other Project Partners at reasonable times and upon reasonable notice.

8. Amendment, Waiver. No waiver, termination, amendment, or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by the Project Partners, and then such waiver, termination, amendment, or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

9. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Project Partners with respect to the subject matter of this Agreement and supersedes all prior agreements,

understandings, and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by any of the Project Partners hereto.

10. Dispute Resolution. The Project Partners agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

11. Governmental Immunity. The Project Partners are governmental entities for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each of the above-referenced Project Partners is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. No Project Partner waives any defenses otherwise available under the Governmental Immunity Act.

12. Authority. The individuals executing this Agreement each represent and warrant (i) that she or he is authorized to do so on behalf of the respective Project Partners hereto, (ii) that she or he has full legal power and authority to bind the respective Project Partners hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective Project Partners hereto of this document will not constitute a default under any agreement to which it is a party.

IN WITNESS WHEREOF, the Project Partners have entered into this Agreement effective the date first set forth herein.

CRITICAL CONNECTIONS STUDY FUNDING AGREEMENT -- SIGNATURE PAGE FOR UTA

Utah Transit Authority

Date: _____

Title: Executive Director

By

Date: _____

Title: Chief Capital Services Officer

Approved as to Form:

UTA Legal Counsel

DocuSigned by:
Mike Bell 11/13/2023
70E33A415BA44F6...

Date: _____

-- SIGNATURE PAGE FOR UDOT

Salt Lake City Corporation

Date: _____

Title: Region 2 Director

Attest and countersigned:

Date: _____

Recorder's Office

By:

Title:

Approved as to Form:

Attorney's Office

Title:

Date:_____

CRITICAL CONNECTIONS STUDY FUNDING AGREEMENT -
- SIGNATURE PAGE FOR SALT LAKE CITY CORPORATION

Salt Lake City Corporation

Date: _____

Title: SLC Transportation Division Director

Attest and countersigned: Date: _____

Salt Lake City Recorder's Office

By:

Title:

Approved as to Form:

Salt Lake City Attorney's Office

Date: _____

Title:

CRITICAL CONNECTIONS STUDY FUNDING AGREEMENT -
SIGNATURE PAGE FOR REDEVELOPMENT AGENCY OF SALT LAKE CITY

Redevelopment Agency of Salt Lake City

By: _____

Date: _____

Title: SLC Redevelopment Agency Director

Attest and countersigned:

Salt Lake City Recorder's Office

Date: _____

By: _____

Title:

Approved as to Form:

Salt Lake City Attorney's Office

Date: _____

By: _____

Exhibit A

Project Scope of Work

Critical Connections Partnership
Critical Connections: Healing Salt Lake City's East-West Divide Scope of Work

Executive Summary

The following scope of work outlines a plan to fulfill the work described in the grant application "Critical Connections: Healing Salt Lake City's East-West Divide" (see Exhibit B). The application was funded in part by the USDOT Federal Highways Administration Reconnecting Communities Pilot program. The goal of the study is to more fully understand the nature of the East-West divide and then cocreate an infrastructure solution or program of solutions. With a focus on community engagement and empowerment, the end goal is a package of projects that are ready to seek funding for application.

Task 1: Project Management

This task includes oversight of the consultant team, including subconsultants, and the administrative tasks required to support the overall project. This work will include but is not limited to the creation of steering and technical committees; a defined schedule of work; engagement and meetings; and a process for communication between project managers, committees, stakeholders; and the consultant team via a project charter. Task 1 should include a kickoff meeting and a schedule for subsequent meetings with all necessary bodies.

Task 2: Establish a Framework for Community Engagement

Defining the nature and composition of community engagement is central to the success and sprit of this project. The work should define how community representation will be realized. Once this representation is formalized, the team will work with the representatives to define the scope, schedule, and practice of engagement for the broader community.

Task 3: Identify the Problem

Clear and concise East-West divide issues should be defined by the community representative body and formalized by broader engagement. This work should also identify core values that are required for each potential solution. These may include, but are not limited to:

- Safety;
- Equity;
- Mobility;
- Affordability;
- Access to Opportunities

This problem statement will serve as the basis for all future work and ground the project in a clear mission.

Task 4: Analysis of Existing Conditions and Current and Planned Work

The project team will analyze the East-West divide in Salt Lake City through the lens of the problem statement to produce a report regarding the state of the divide. Considerations should include but may not be limited to safety, mobility, equity, affordability and access to opportunities, potential impediments to solutions, and existing area assets. The report should also include a survey of current and planned work on or around the divide.

Task 5: Cocreate a Menu of Potential Solutions

The project team, with clearly defined and meaningful direction from the community representative body, should create a menu of potential solutions to the East-West Divide. As the representative body generates solutions, the project team should facilitate the ideas of the body and build their capacity to understand the challenges and unintended consequences and benefits of any given infrastructure project.

Task 6: Narrow the Field

Working in close collaboration with the representative body and engaging with the public more broadly, the project team should analyze the menu of potential solutions created in Task 5 and begin to evaluate and narrow?. Potential criteria for eliminating a solution may include, but not be limited to feasibility, cost, community disruption, or lack of development? identified in Task 3.

Task 7: Assess the Feasibility of the Remaining Solutions

Using the information gathered in Task 6, the project team will evaluate the solutions and determine which best a) solve the identified problem; b) have a reasonable chance of implementation and c) have an acceptable amount of second order negative impacts to the community. These three criteria may be added to or modified based on the preceding work and/or influence from the representative body. This process should conclude by selecting a solution or package of solutions that will be the first iteration of a final project recommendations for this study.

Task 8: Design the Solution

The project team will create planning level design of the selected solution(s). This work should be done in conjunction with Task 9, and with an eye toward specific funding for the identified solution(s).

Task 9: A Map to Realization

The size and scope of this work are large enough that they are likely to generate a significant amount of interest. Continuing the momentum of the infrastructure planning, as well as the corresponding community engagement will require success in implementation. The final work of this study should result in the creation of a roadmap illustrating how the selected solution(s) will be built. Specific funding sources and strategies should be provided in a timeline format. If a package of solutions is selected, then a phased approach identifying early successes should be included. The final product should be a document that is easily transformed into infrastructure funding applications.

Exhibit B Grant Application Submission Notification Memo

Grant Application Submission Notification Memo

TO: **Office of the City Council** | Cindy Gust-Jenson, Jennifer Bruno, Taylor Hill, Sylvia Richards, Linda Sanchez, Lehua Weaver
Office of the Mayor | Rachel Otto, Lisa Shaffer
Department of Finance | Mary Beth Thompson, Sarah Behrens, Ann Garcia, Sandee Moore, John Vuyk
Office of the City Attorney | Jaysen Oldroyd, SLCRecorder@slcgov.com
Department of Police – Grant Acquisition and Management | Jordan Smith

CC: **Department of Community and Neighborhoods** | Blake Thomas, Orion Goff, Jon Larsen, Becka Roolf, Julianne Sabula, Kevin Young

FROM: Elizabeth Gerhart *eg*

DATE: October 19, 2022

SUBJECT: Reconnecting Communities Pilot Discretionary Grant 2022 | *Critical Connections: Healing Salt Lake City's East-West Divide*

FUNDING AGENCIES: U.S. Department of Transportation - Office of the Secretary of Transportation

GRANT PROGRAM: Reconnecting Communities Pilot (RCP) Discretionary Grant Fiscal Year 2022

REQUESTED GRANT AMOUNT: $1,970,000

DEPARTMENT: Department of Community and Neighborhoods | Transportation Division

COLLABORATING AGENCIES: Union Pacific Railroad, Utah Department of Transportation, Utah Transit Authority

DATE SUBMITTED: October 13, 2022

SPECIFICS:

- □ Equipment/Supplies Only
- □ Technical Assistance
- □ Provides ____ Hourly Positions
  - □ Existing □ New □ Overtime □ Requires Funding After Grant
  - Explanation: _____
- ☑ Match Required $1,770,000 ☐ In-Kind Services and ☑ Cash

GRANT DETAILS:

- Transportation Division requested $1,970,000 for *Critical Connections: Healing Salt Lake City's East-West Divide*.
- The project is an analysis and prioritization of solutions to the east-west divide through transportation infrastructure changes that foster connectivity and community stabilization.
- Transportation facilities proposed for study are the intersections of the north-south Interstate-15 and rail corridor and east-west crossings (600 North, 200 South, 400 South, 800 South, 900 South/9-Line Trail, 1300 South, 1700 South, and 2100 South.)

- The $3,740,000 worth of federal and non-federal cost share is structured as detailed below.

	Federal Share	Non-Federal / Local Share		
Proposed Project	RCP Discretionary Grant	Utah Transit Authority	Salt Lake City	**Total**
Critical Connections	$1,970,000	$500,000	$1,270,000	$3,740,000
Total	**$1,970,000**	**$1,770,000**		**$3,740,000**

- The $1,270,000 worth of non-federal share from Salt Lake City is sourced from the following:

	Salt Lake City Non-Federal Share			
Proposed Project	Dept. of Public Utilities	Funding Our Futures FY 22-23 (Proposed in FY22-23 BA #4)	Redevelopment Agency of Salt Lake City	**Total**
Critical Connections	$5,000	$1,240,000	$25,000	**$1,270,000**

- The $1.24 million proposed from Funding Our Futures is a re-scoping of the $1.24 million local non-federal match committed by the City from Funding Our Futures for the $5 million grant request made to the U.S. Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2022 for *Solving the Puzzle of Salt Lake City East West Connections*.

- The City was unsuccessful in securing a RAISE 2022 grant award for *Solving the Puzzle of Salt Lake City East West Connections.*

- *Critical Connections: Healing Salt Lake City's East-West Divide* is a re-scoping of *Solving the Puzzle of Salt Lake City East West Connections* to align with the RCP Pilot Discretionary Grant Program FY2022 priorities and funding thresholds.

- The $3,740,000 worth of federal/non-federal cost share is allocated for contractual services detailed below.

Cost Category	**Federal + Non-Federal Cost Share Total**
Contractual	
Transportation Planning-Engineering-Design Consultant(s) [data collection and technical analysis, screening of alternatives, prioritization and environmental process, conceptual and preliminary engineering, cost estimating, renderings, and production and implementation facilitation of Community Participation Plan]	$3,425,000
Community-Based Organizations [community engagement consulting, outreach assistance, language translation services, etc.]	$225,000
Public Art Artist(s) via Salt Lake City Arts Council [community engagement and visioning, production of temporary works of public art at one or two priority crossings]	$90,000
Total	**$3,740,000**

Exhibit C Salt Lake City Reconnecting Communities Grant Application as Submitted.

CRITICAL CONNECTIONS

HEALING SALT LAKE CITY'S EAST-WEST DIVIDE



The bridges in this photo have one key thing in common: they were built for cars. Photo: Luke Garrott, Building Salt Lake.

I took the 400 S bridge once since I didn't know any better and I felt very unsafe even though it was daytime and not too crowded. Climbing the hill up the bridge while a wall of cars approach from the rear at 50+ MPH is scary. –Brian

Pedestrians and bicyclists risk their safety on this high traffic interchange [600 North] with residential, large trucks, industrial and commercial vehicles. The west end of the overpass has been the site of at least 3 auto-pedestrian fatalities in the last 15 years. –Kevin

With one grocery store, and not enough healthy options, most of our grocery shopping is completed on the East side of SLC. High school options are greater on the East side, leaving families on the Westside with limited options. As we return home, many of us are stuck at the train, with the hopes that it'll pass soon enough so we are not late to pick up our children from school. –Esther

Quiero que las calles reflejen a la comunidad que vive allí, a quienes realmente pasan tiempo en las calles como los niños, la gente que no tiene coche, la gente sin hogar. En el lado oeste, quiero que las calles ayuden a las diversas comunidades a vivir mejor, no desplazarlas porque subió la renta. –anonymous translation

Many times, I feel boxed in on this side of town. It is very common for me to be blocked by a train when I am commuting by bicycle to the granary, Central Ninth, Ball Park, or downtown areas. –Charlotte

... [Westside residents] have fallen into the same pattern ... They have figured out how to run their lives without crossing I-15. It is important to understand the mentality of staying in one's bubble, of operating on one side or the other of this nasty road. –Cindy

OVERVIEW

Salt Lake City is a city divided by a regional north-south transportation corridor that has bifurcated east-west connectivity, altered community cohesion, and embedded socio-economic inequities and environmental injustice into the normative fabric of the city.

The east-west division started in 1870, the year the railroads constructed a spur from the Transcontinental Railroad joined famously in Utah with the 1869 driving of the Golden Spike at Promontory Point. The rails were cause for great celebration, but also divided the city. Homesteads and farms constructed west of the rails became less desirable as industrial uses dominated along the railroad and the nearby Jordan River was used as a dumping ground.


waiting for the train at 900 South


autocentric 600 N viaduct from center median

When redlining maps were drawn in the 1940s, Westside neighborhoods were deemed undesirable (red) and Eastside neighborhoods became havens of privilege.

The arrival of the freeways in the ensuing decades tore down any remaining unified composition for the city and entrenched the chasm of the east-west divide.

Large autocentric viaducts were constructed to carry vehicular traffic over the rail lines with high-speed interchanges to ease motorized traffic on and off the freeways. Subsequent freeway widening expanded the monolithic nature of the infrastructure barriers, increased traffic congestion, noise, and pollution, and further amplified the east-west division.

The safest streets for all modes of travel are absent freeway interchanges. However, these safer streets generally do not have viaducts and travelers risk delays from trains blocking roads or urban trails. As freight train lengths have increased to upwards of two miles so has the length of time that crossings are blocked. Several east-west crossings are near rail yards where trains move forward and back slowly to add or remove cars. As a result, people walking or bicycling sometimes trespass on the tracks, crawl between the cars of stopped trains, or hoist bikes between rail cars.

Now, finally, is the time to heal this divide. Critical Connections is a robust community-centric planning effort to expedite solutions for east-west crossings focused on a 6.1 mile highly urbanized corridor. Anticipated outcomes are conceptual designs and construction cost estimates for preferred and highest

priority approaches with focus on sustainable transportation modes -- walking, bicycling, rolling, and transit.

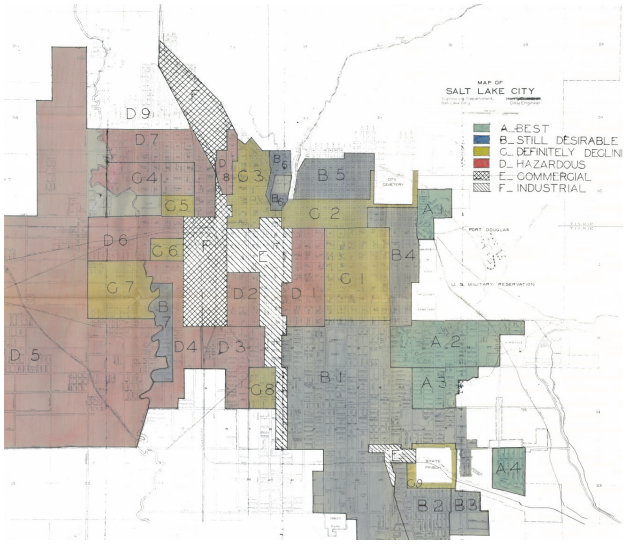
The Westside is more racially, ethnically, and socio-economically diverse than the city as a whole. Westside diversity has stimulated growth in minority-owned businesses and multi-cultural community-based organizations and has highlighted the equity growing pains of Salt Lake City. Perhaps the biggest challenge that concerns residents is the perception that life west of the freeway is different. Some describe the freeway as a "glass corridor" representing the invisible yet very real history of east-west socio-economic barriers that continue to be reflected in the stark differences between Westside and Eastside household incomes and housing values.

Salt Lake City has begun to address east-west crossings as a start and sign of its equity awakening, but more is desperately needed.

- North Temple Viaduct (2012): light rail transit, sidewalks, bike lanes, road diet.
- 1300 South Viaduct (2015): sidewalks both sides of the bridge; shared lane markings, now considered insufficient for bikes.
- 300 North Pedestrian Bridge (2022): federally-funded, elevator-based bridge to enable West High students to safely cross the tracks to and from their Westside homes.

The requested $1.97 million from the Reconnecting Communities Pilot (RCP) Discretionary Grant will kick-start a comprehensive big picture analysis and prioritization of solutions to the core of the east-west divide through transportation infrastructure changes that foster connectivity and cohesion. This may take the form of a series of multi-modal bridges or a novel solution that transforms the entire urban landscape, such as a tunnel, train box, greenway deck, or a combination.

WESTSIDE HISTORY



Redlining map of Salt Lake City, 1940. The interstate and rail corridor runs down the F-rated industrial area.

WESTSIDE TODAY

36% of SLC residents

20% of school-aged kids

26% poverty vs. 18% citywide

74% of SLC's Hispanic residents

limited English proficiency **26%**

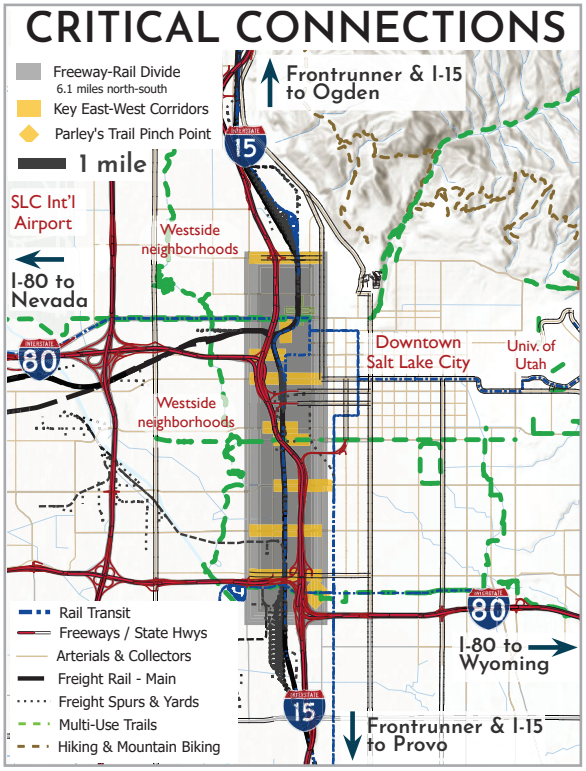


High schoolers brave the crossing home to the westside. This time, they were not stopped by a train.

2

LOCATION & MAP

Geographic Setting. Interstates 80 and 15 and adjacent rail lines divide Salt Lake City (SLC), which is the Crossroads of West. It is a livable and rapidly growing mid-sized city of 200,000 residents in the Salt Lake-West Valley urbanized area (pop. 1.26 million), home to the Utah state capital, headquarters for the Church of Jesus Christ of Latter-day Saints, and world-class skiing. Daily commuters and visitors more than doubles the resident population. SLC sits in a wide bowl that traps winter inversions between the Wasatch Mountains (east) and Oquirrh Mountains (west).



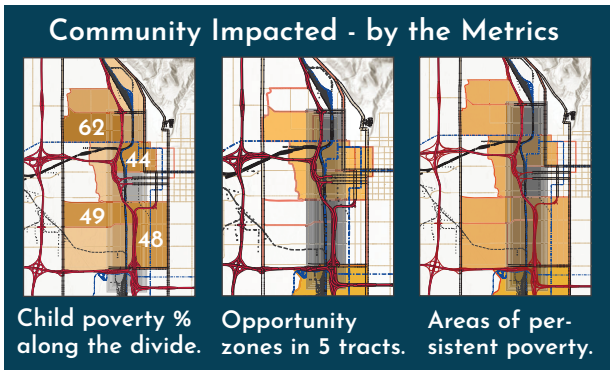
Existing Transportation Network. City and state arterials form a robust grid with commuter and local streets. *SLC's Complete Streets Ordinance*, applied vigorously in the past decade, has resulted a strong network of bike lanes and sidewalks, with increasing emphasis on physically-separated bikeways, neighborhood byways, and multi-use trails. SLC constructed one of the nation's first protected intersections, using federal Transportation Alternative Program funds.

The **interstate and freeway** network is managed by Utah Department of Transportation (UDOT) with several routes planned for improvements or widening (*Wasatch Choices 2050 Regional Transportation Plan*.)

Freight rail includes the Union Pacific Railroad (UPRR) mainline and Intermodal Terminal. Other rail companies have trackage rights on UPPR's lines. The Patriot Rail short-line serves northern parts of the Utah Inland Port and interfaces with UPRR.

Transit run by Utah Transit Authority (UTA) includes Frontrunner Commuter Rail (Ogden to Provo) planned for double-tracking; four light rail / streetcar lines; and 27 bus routes serving the city, with 19 routes at 30 minutes or better service.

Communities Impacted. All census tracts along the divide are historically disadvantaged communities, and are more racially, ethnically, and socioeconomically diverse than the city as a whole. The map vignettes below show key characteristics.



3
MERIT CRITERIA

1. Equity, Environmental Justice & Community Engagement

Analysis. The professional planning team will develop a full understanding of historic and current policies and transportation decisions to provide the context for past disinvestment. Mapping tools, data sets, and an equity index (*Westside Transportation Equity Study, 2021*) will advance environmental justice; consider access and mobility; and address neighborhood change concerns in the process. Examples:

- Dissecting impacts of socio-economic disparities and routine ozone (summer) and $PM_{2.5}$ (winter) exposure because of Westside freeway proximity and lack of reasonable choices other than driving. (*Environmental Protection Agency EJSCREEN*; *Climate & Economic Justice Screening Tool*)
- Accounting of segregation due to advocacy capacities and political sway that enable wealthier, whiter eastside communities to fight off freeway development. (*Westside Transportation Equity Study)*
- Accounting for Westside climate change burdens from minimal tree canopy exacerbating urban heat island effect, desertification from the Western megadrought, and risks from toxic dust clouds from the drying Great Salt Lake. (*Urban Forestry Public Tree Inventory*)



Salt Lake City has some of the worst air in the country -- often worse on the Westside.

Community Participation Plan. A Community Advisory Committee (CAC) will develop a Community Participation Plan (CPP). CAC members drawn from community councils, residents, employees, and business owners, who engage daily with the barrier facilities, will receive a stipend to equitize participation. Working with community-based project partners, the CAC will guide public outreach and engagement through high-visibility involvement at Westside community events and centers, youth sporting events, grocery stores, and in-field tours; review work product, develop evaluation metrics, and hold technical experts accountable to the needs of citizens. The CCP will follow *best-practice models* for governmental outreach to meet diverse resident needs.

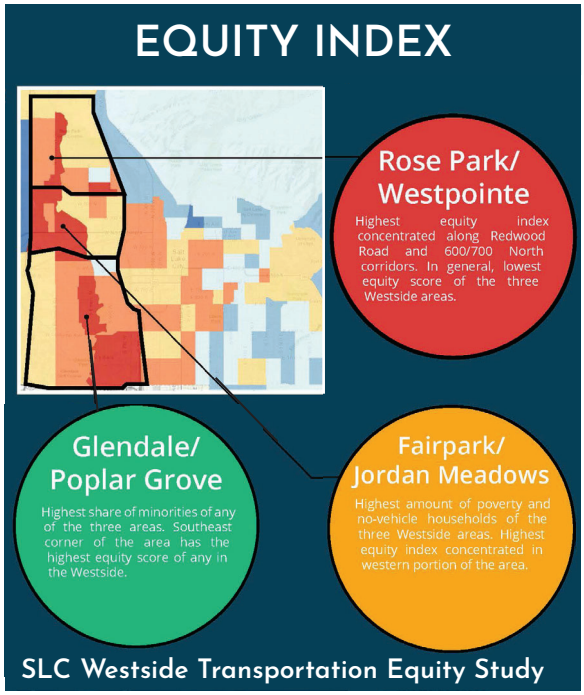
Multilingual and highly visual outreach materials with universally understood symbology will convey transportation concepts to diverse audiences. A mobile-friendly project website, social media, and digital open houses that mirror in-person events will encourage online engagement and offer participation parity for individuals with limited transportation or time.

The CPP will meet federal requirements for civil rights and nondiscrimination. The City's Chief Equity Officer is leading the development of a Title VI Plan and will advise the CPP. A signature of assurance is provided as an attachment.

2. Mobility & Community Connectivity

Reducing Barriers. Viability of adding ample sidewalks, bike lanes, or physically separated paths across viaducts and interchanges will be studied. Completely separated pathway bridges, tunnels or greenway decks will also be considered in keeping with investment levels for motor vehicle and railroad infrastructure.

Phased approaches and prioritized short- and long-term solutions will be vetted, particularly if landscape-level solutions are identified that require longer design and implementation timelines. The project will assess opportunities to dovetail with scheduled capital improvements addressing asset condition or corridor capacity. At the design level, all facilities will meet Americans with Disabilities Act standards for grades and other design elements, to ensure accessibility for users of all abilities.

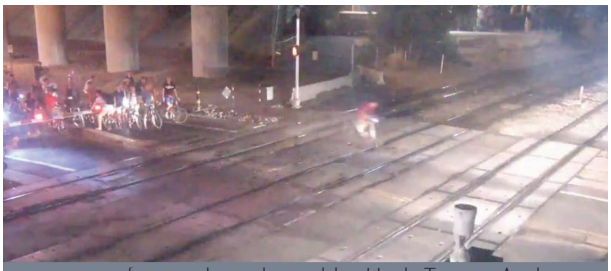


Existing Feasibility Studies. Critical Connections is grounded in recommendations from master plans and regional plans including *SLC Pedestrian and Bicycle Master Plan (2015)*, *SLC Transit Master Plan (2017)*, *Wasatch Front Regional Council Regional Transportation Plan*, and *Salt Lake County Active Transportation Implementation Plan* and in adherence to the *SLC Complete Streets Ordinance*.

Salt Lake City Climate Positive 2040 identifies increased walking, biking, and transit as key strategies to achieve its aggressive target of 80% reduction in community greenhouse gas emissions from the 2009 baseline.

Community-Conceived Idea. The aspirational, conceptual "*Rio Grande Plan*" authored by two advocates, a local engineer and an urban designer, spurred the public imagination . The vision suggests placing freight and Frontrunner rails into a train box or trench to free over 100 acres for development, restore the use of an historic train station, and solve train-related east-west barriers. The City is beginning an initial technical analysis in fall 2022 to inform further consideration under the Critical Connections project.

Affordable Transportation Options. Over 90% of Westside auto trips are solo occupancy compared to 70% for downtown. This points to Westside reliance on auto travel because no other option is safe, reliable, and time efficient. Solutions that accommodate a shift to walking, biking, rolling, and transit will benefit household budgets and connectivity (with or without a vehicle) to major employment areas: downtown (70,000 jobs), SLC International Airport (32,000 jobs), University of Utah (20,000

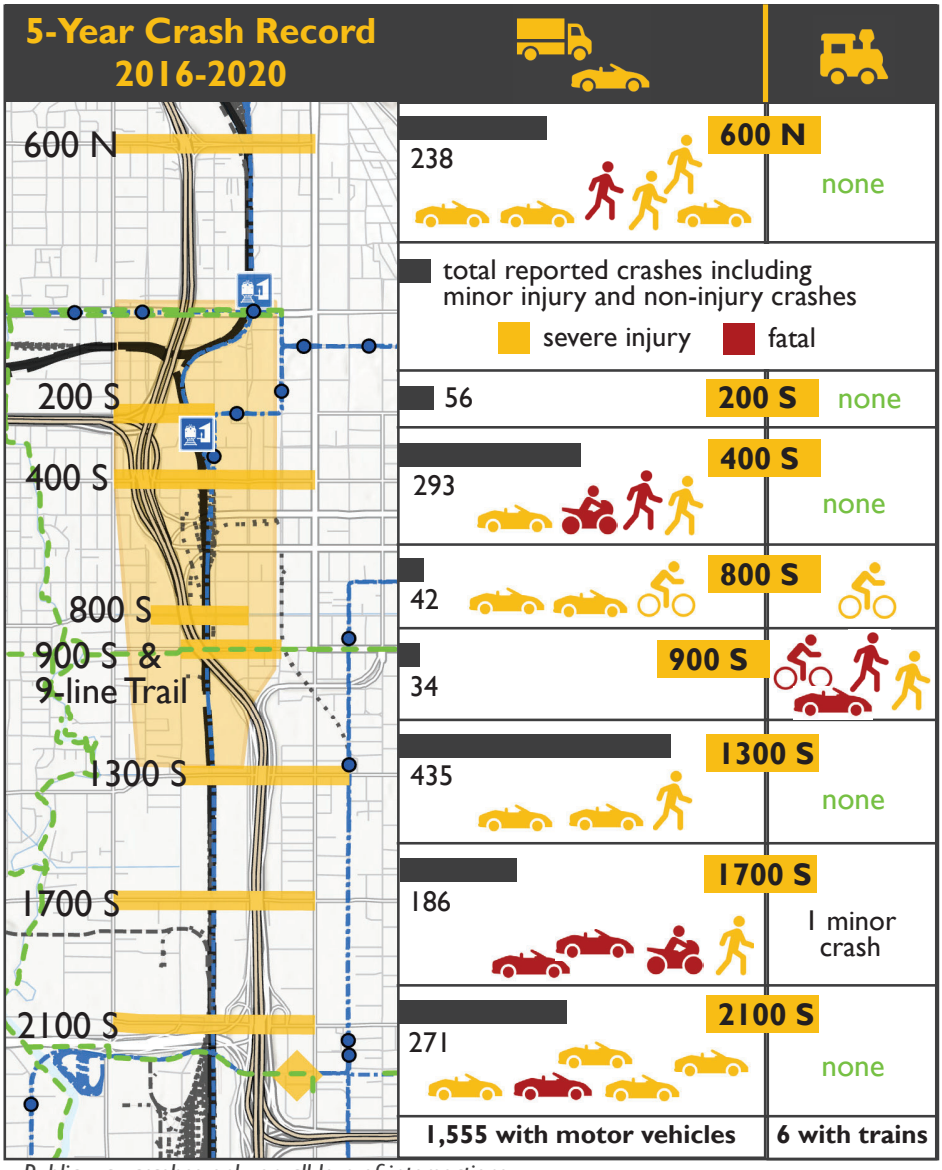


A bicyclist, moments before being struck and killed by UTA's Frontrunner train in July 2018.

jobs), State of Utah (20,000 jobs), Utah Inland Port (58,000 jobs).

Safety. The east-west divide is not only a cultural, economic, racial, and psychological barrier. It also has a documented track record of safety concerns. News media coverage of crashes increases the feeling that this corridor should be avoided, particularly for people walking and bicycling -- even though these crashes are caused by people not adhering to the railroad crossing signals. Lengthy waits, freights trains pulling forward and backing up while switching cars, and a combination of the high-speed commuter rail along with the slow moving freight -- all of these together push those waiting to cross to the point of frustration where they make understandable but poor choices leading to serious injuries and deaths.

In the summer of 2018, two fatalities in two months at the rail crossing along the 900 South corridor stunned the local community. One was a bicyclist on an evening social ride using the 9-Line Trail, who, likely weary of waiting for a freight train and attempting to cross the rails, was then hit by the fast-moving UTA Frontrunner train. The other was a pedestrian, who tried to roll under a moving freight train, "like in the movies," according to a spokesperson for Salt Lake City Police Department.



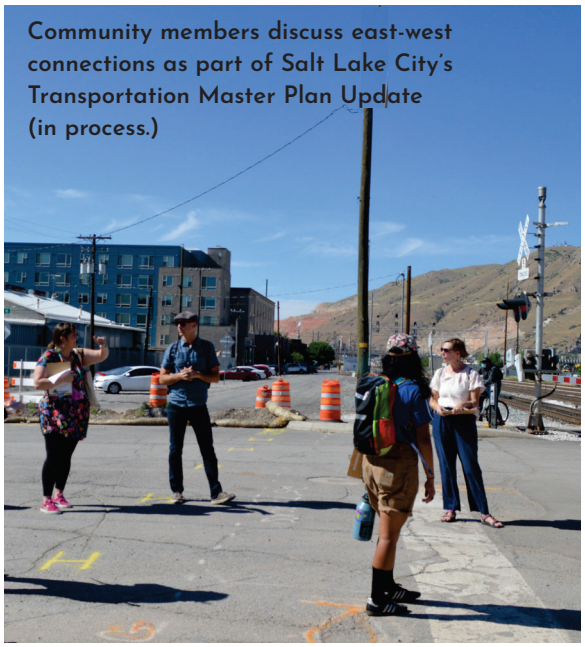
Public way crashes only, on all legs of intersections.

The 5-year crash record shows how these high-profile train crashes are joined by significant safety concerns at all of the crossings with a freeway interchange -- 600 North, 400 South, 1300 South, and 2100 South.

This project will provide short-term recommendations and long-term approaches to improve safety, while also making these crossings more welcoming and comfortable, especially for people walking or bicycling.

3: Community-based Stewardship, Management, & Partnerships

Community-Centered Approach. Salt Lake City is the convener of the Critical Connections project because residents, businesses, elected officials, and other community members have expressed, again and again, how significant the east-west divide is in daily life. Within the structure of the Community Participation Plan led by the Community Advisory Committee and bolstered by partner non-profit organizations, the City is committed to facilitating from behind with humility and creating a welcoming judgement-free zone so that others can enter, bear responsibility for, and contribute to the planning decisions and future priority capital investments.



Community members discuss east-west connections as part of Salt Lake City's Transportation Master Plan Update (in process.)

The City is already listening to ideas from the community such as the Rio Grande Plan and is open to other big-vision ideas that may have been overlooked by technical staff, who tend to be more bounded by practicality. This, too, is why the Arts Council will be involved, to encourage the community to dream a little… or maybe a lot.

The professional project team will evaluate concepts for their technical merits: to what extent each resolves the challenges of environment, connectivity, time, cost, safety, aesthetic, and other key concerns identified by the community.

Partnerships. Community-based organizations including NeighborWorks Salt Lake, Westside Coalition, and the Downtown Alliance will advise and assist in steering and executing the public outreach and engagement, including the formation of the Community Advisory Committee. The Utah Transit Authority, Union Pacific Railroad, Utah Department of Transportation, SLC Department of Public Utilities, SLC Redevelopment Agency, and SLC Arts Council have all committed to participate with their respective expertise: weighing-in on technical feasibility; advising on floodplain, water/sewer, and stormwater coordination; and integrating artists in the public engagement. Partner commitment letters are attached.

Stewardship for the Future. Throughout this planning project, the Community Advisory Committee and partner agencies will contemplate the future stewardship and management of resulting solutions. While appropriate state and municipal agencies will be responsible for the structural, safety, and functional aspects of public infrastructure, ongoing representation such as through a community oversight board can assure that the community's input is carried into future maintenance, management, and policies.

A community-based approach will give members of the public their salient voice:

- What are the day-to-day consequences of existing infrastructure?
- What locations are most important in advancing people's ability to get around?
- What unforeseen consequences might proposed solutions carry?

4. Equitable Development & Shared Prosperity

Comprehensive Plan. The vision-focused *Plan Salt Lake* compiles core values citywide as a set of guiding principles, including sustainability, neighborhoods, transportation and mobility, air quality, and equity. This project will build on these principles, with a focus on the east-west divide. By looking at the east-west connection challenge wholistically, rather than one crossing at a time, the community will have an opportunity to solemnize the full impact of the divide and develop strategies and priorities for an incremental (and therefore cost-feasible) approach to change.





Art incorporated into transportation crossings.

Community Stabilization. Transportation and housing cost burdens are increasing for Westside residents. Local median home prices increased 26 percent between February 2021 and February 2022. Residents increasingly look to transportation as the only reasonable way to lower cost of living. This project will seek to ease transportation costs with transit, biking and walking options.

If a landscape scale solution is found, such as the train trench, a tunnel, or significant reconfiguration of roads, then underlying land of a transportation investment may be freed for development. Should that occur, some market-rate development will likely be needed to pay for the cost of construction. The City would seek to commit other tracts of land into perpetual affordable uses. The City is initiating a housing land-trust approach, wherein affordable housing is developed for ownership, rather than rental. This increases residents' economic and housing stability and improves their sense of belonging in the community.

Creative Place Making. The assistance of Salt Lake City Arts Council in involving an artist(s) in the community outreach and engagement is a purposeful strategy to help open public visioning and the landscape to possibilities. An artistic eye may offer expressions to elevate and celebrate the unique characteristics of Westside neighborhoods reflected with temporary public art in prelude to a permanent signature work of public art at a crossing. The Transportation Division and the Arts Council have been in active dialogue about projects as visionary and iconic as the Tucson rattlesnake and basket bridges.

Local Inclusive Economic Development. The public engagement process will increase visibility and outreach to local, disadvantaged, minority, and women-owned firms and expand diverse participation in bid notifications and awarded contracts. The City follows procurement best practices that allow for open and transparent competition across all parties. Local hiring provisions will be incorporated for outreach components.

Budget

Funding Sources, Costs, & Usage

Funding Sources. The project budget is $3,740,000, per table below. No additional federal funds are associated with the project. No conditions are associated with the local funding commitments, which are documented in ***cost-share commitment letters***.

Federal	Non-Federal	
RCP FY2022	*Salt Lake City*	
$1,970,000	Mayor / City Council	$1,240,000
	Public Utilities	$5,000
	RDA	$25,000
	Utah Transit Authority	
		$500,000
$1,970,000 53%		**$1,770,000** 47%
		Grand Total $3,740,000

Costs and Usage. Funding is directed to contract professional planning, engineer, and design consultant ($3,425,000), community-based organization partners ($225,000), and professional artist ($90,000).

Services include iterative community engagement; visioning; language translation; technical analysis; conceptual design; screening of alternatives; and a prioritization process to determine one or more crossings or subset of crossings to advance as far as funding will allow through environmental determination, review, and documentation followed by preliminary structural engineering sufficient to determine a cost estimate in preparation for seeking construction funding. The approach seeks to be scalable to meet community goals and to advance doable solutions while also considering big vision options.

"If there was more accessibility via public transit I would take that every day to work. Also since we are becoming more and more of a food desert we need more accessibility to fresh food." –Calvin

"We expect to have true choices about how we live our lives, from what kind of home we live in to how we travel to work, shop, worship, or recreate.

We expect that all people will be treated equitably, with dignity and respect, and be free from discrimination and that these tenets will be followed as we see demographic changes." - Plan Salt Lake's vision statement

"I once lost out on a job I applied for because the interviewer could not believe that the 20 minutes I was late was caused by a constant flow of trains...." -westside resident

"East-west crossings would mean improvements to my daily life ... less road rage, lower emissions (from using transit), less wear on my personal car, savings by not needing a parking pass - the list goes on." – Sheri

"The trains aren't bad; there are a lot of benefits to the railway and the role we play in facilitating the rail system. I hope things like raised pedestrian walkways or overpasses (underpasses?) can be utilized rather than trying to excise the railway or pushing the tracks into another community." –Lisa

Critical Connections on SLC.gov

Letters of local match commitment

Utah congressional delegation support letters

Related plans and studies

Letters of public support and public comments

www.slc.gov/east-west

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

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

TITLE:

Contract: UTA Retirement Plan Investment Management Services (Cambridge Associates, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with Cambridge Associates for UTA retirement plan investment services in the amount of $2,600,000.00 over five years. This contract contains 5 additional option years; however the execution of option years will require future board approval.

BACKGROUND:
This contract purchases investment services for UTA's retirement plan through Cambridge Associates.

DISCUSSION:
The UTA Pension Committee conducted an RFP in October 2023 for a firm to provide investment services for UTA's retirement plan. As a result of this process, the Pension Committee selected Cambridge Associates as the vendor to continue providing investment services for UTA's retirement plan.

This contract is for an initial five-year period from January 2024 through December 2028, with the option to extend the initial term for up to five additional one-year periods. The structure of the contract allows UTA to continue with Cambridge Associates as the vendor beyond the initial five-year period if UTA believes the terms, cost, and services are competitive. Staff will seek additional board approval for any option years beyond the initial five-year base contract. The contract value was calculated per contract terms and prior year experience.

Experience with Cambridge Associates has been positive overall from a customer service standpoint and rates have been competitive.

CONTRACT SUMMARY:

Contractor Name:	Cambridge Associates, LLC
Contract Number:	23-03789CG
Base Contract Effective Dates:	January 1, 2024 - December 31, 2028
Extended Contract Dates:	Option years dependent on future Board approval
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$2,600,000.00
Procurement Method:	Request for Proposal (RFP)
Budget Authority:	Included in retirement plan fund

ALTERNATIVES:

Go to RFP to select another investment firm or complete work in-house, which could affect the retirement plan's investment opportunities.

FISCAL IMPACT:

These costs are included in the retirement plan fund.

ATTACHMENTS:

#23-03789CG Pension Investment Services

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C|A

INVESTMENT MANAGEMENT AGREEMENT

UTA CONTRACT #23-03789CG

This Investment Management Agreement (this "**Agreement**") is by and between The Utah Transit Authority Pension Committee ("**Trustee**") as trustee and plan administrator of the Utah Transit Authority Employee Retirement Plan and Trust (the "**Client**") and Cambridge Associates, LLC, a Massachusetts limited liability company ("**CA**" or the "**Manager**") and is dated as of January 1, 2024 (the "**Effective Date**"). Upon the parties' execution of this Agreement, the Investment Management Agreement between them dated February 1, 2016 (including all amendments thereto) shall automatically terminate as of the Effective Date.

The Client wishes to avail itself of the investment management services provided by CA, and CA is willing to provide such services on the terms set forth in this Agreement.

The parties therefore agree as follows:

1) Appointment of the Manager

a) The Trustee and Client hereby retain the Manager to be the investment manager of the Client's Investment Assets (as defined in Exhibit A, as amended from time to time), and appoint the Manager as the Client's attorney-in-fact to invest and reinvest the Investment Assets. In its full discretion and without obligation on its part to give prior notice to the Client, the Manager shall have full power to invest and reinvest the Investment Assets in accordance with the investment guidelines attached hereto as Exhibit B (the "**Investment Guidelines**") and the Manager's responsibility for and authority to invest the Investment Assets under this Agreement shall not begin until the Investment Guidelines have been adopted, agreed, and attached to this Agreement. The Investment Guidelines may be amended from time to time as agreed in writing between the Manager and the Client. For the avoidance of doubt, the Manager shall have full power and authority to (i) negotiate, sign, execute, and deliver all subscription documents, partnership agreements, investment management agreements, distribution management agreements, commission agreements, side letters, and any other such documents required in order to implement the Manager's investment decisions; (ii) instruct the Custodians (defined below) to transfer funds in connection with such investment decisions; (iii) monitor the Custodians' receipt and disbursement of cash in the Account (as defined below) and perform account reconciliations; and (iv) take any other action with respect to the investment or reinvestment of the Investment Assets as is needed to serve the best interest of the Client as determined in the Manager's reasonable discretion and in accordance with this Agreement and all applicable laws. The Manager is hereby appointed the Client's agent and attorney-in-fact to exercise in its discretion all rights and perform all duties which may be exercisable in relation to the Investment Assets, including, without limitation, the right to vote (or in the Manager's discretion, refrain from voting), tender, exchange, endorse, transfer or deliver any Investment Asset, to participate in or consent to any distribution, plan of reorganization, creditors committee, merger, combination, consolidation, liquidation, underwriting or similar plan with reference to such Investment Assets; to execute and bind the Client in waivers, consents, covenants and indemnifications related thereto; and to update Client contact information, authorized signatory lists, interested parties lists, and the wiring instructions on file with respect to the Investment Assets. The Client shall provide the

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Manager with such evidence of the Manager's authority under this Agreement (and/or a power of attorney authorizing the Manager to take any action within its authority hereunder) as the Manager or any Custodian, service provider or broker may from time to time reasonably request for the proper performance of the services, such evidence or power of attorney to be in a form agreed between the Client and the Manager.

b) The Client confirms and agrees that all commissions and expenses or other transaction costs incurred in the course of the investment of, or arising from the investment or administration of the Investment Assets (including, without limitation, the Annual Fee, the costs of Custodians, and the costs of legal and tax advice, other than the cost of standard legal and tax reviews of investments) shall be paid by the Client, charged to the Account, or reimbursed by the Client.

c) The Trustee is a fiduciary with respect to investment and management of the Investment Assets and the governing instruments of the Client ("**Governing Documents**") provide that the Trustee has the authority to appoint one or more "investment managers" under the governing Documents to manage assets of the Client. The Trustee appoints the Manager as an "investment manager" under and in accordance with the Governing Documents, and the Trustee irrevocably makes, constitutes, appoints and authorizes the Manager to appoint additional investment managers in circumstances where the Manager selects managers to invest portions of the Investment Assets. The Manager represents that it qualifies to be appointed as an "investment manager" as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and accepts the appointment under this Agreement to be a fiduciary of the Client with respect to the Investment Assets.

2) Investment Services of the Manager

The Manager shall:

a) Provide comprehensive management, investment planning, and oversight and selection services with regard to the Investment Assets, including the following:

(i) assisting the Client in developing Investment Guidelines and establishing asset allocation targets;

(ii) reviewing the Client's Investment Assets;

(iii) developing a manager structure; identifying a flow of investment opportunities; evaluating and comparing funds and managers; and selecting managers; and

(iv) conducting due diligence of selected managers and funds. The Manager will take responsibility for reviewing the investment opportunities and business terms, but may, in its discretion, rely on the counsel retained pursuant to Section 6 in evaluating the legal and tax ramifications of specific investments.

b) Provide quarterly investment performance reports, including individual manager returns and return analyses, with respect to the Investment Assets. For each reporting period, a single

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report will be provided for all Investment Assets on a consolidated basis. Monthly "flash" performance reports will also be provided.

(i) Upon request, CA will provide separate reports for additional pools of assets within the account (the "**Additional Performance Measurement Services**"), and the Client shall compensate CA pursuant to the provisions of Section 10.

a) In the course of the regularly scheduled meetings with the Client, the Manager will provide structured educational presentations and materials on general investment principles and subjects applicable to the management of pension plans. In addition, the Manager will provide the Client with access to the Manager's proprietary research reports on various topics related to investments and financial management.

b) Attend and report at 4 scheduled in-person meetings with the Client per year and participate in conference calls with the Client upon reasonable notice.

3) Administrative Services and Access to Proprietary Research and Databases

The Manager agrees to provide to the Client the following administrative services and access to proprietary research and databases (the "**Administrative Services**"):

a) Subject to Section 4 of this Agreement, the Manager will collect and complete the paperwork for funding new investments and liquidating existing investments, track document flow, and ensure that the document is properly executed by an authorized signatory of the Manager. The Manager has the authority to prepare and execute the documents necessary to instruct the movement of Client assets in order to fund investments, and has the authority to instruct the Custodian to disburse cash from the Account in order to do so. The Manager will instruct all investment managers to provide all distribution notices, capital calls, statements, and similar documents to both the Manager and the Client.

b) Upon request, CA will provide audit support materials relating to Client's Hedge Funds and Private Investments (as defined in Exhibit A) that describe CA's initial and ongoing due diligence process in detail and CA's valuation tracking process for Hedge Funds and Private Investments.

c) Upon request, CA will maintain liquidity provisions and provide liquidity reports for the assets covered under this Agreement.

d) Provide access to CA's standard proprietary client databases on capital markets, quantitative information on investment managers and funds, comparative peer performance and quarterly and annual surveys of investment and financial data.

e) Provide proprietary research reports on various general topics related to investments and financial management.

4) **Custody**.

a) The "**Account**" consists of the Investment Assets designated by the Client to be managed by the Manager together with any income or gains thereon, less any assets the Client causes to be

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withdrawn from the Account. The Client shall provide the Manager with at least 30 business days' notice of any withdrawals from the Account. The Investment Assets will be held in one or more custodial accounts with the custodians shown in Exhibit C (the "**Custodians**"). Each Custodian will be appointed by the Client pursuant to a separate custody agreement and the Client represents and warrants that each Custodian is a "qualified custodian" as that term is defined in Rule 206(4)-2 under the Investment Advisers Act of 1940 (as amended, the "**Advisers Act**"). The Client has delivered to the Manager or its agent, copies of all existing documentation in the Client's possession related to the assets in the Account. The Client shall promptly notify the Manager in writing of any changes to the Custodians. The Client shall cause each Custodian to provide the Manager with monthly reports concerning the status of the portion of the Account custodied by such Custodian and such other information relating to the Account or the Investment Assets as the Manager may from time to time request. For the avoidance of doubt, the Manager is not the custodian of the Account and shall not have the authority to instruct the Custodians to withdraw funds or securities of the Client for any purpose, other than to disburse cash from the Account in order to make investments consistent with this Agreement, to pay the Annual Fee, or as otherwise specifically provided in this Agreement.

b) The Client has authorized and directed (or will authorize and direct) each Custodian (i) to maintain a separate account for and to segregate the assets of the Account that are designated to be managed by the Manager and (ii) to invest and reinvest the assets of the Account in accordance with instructions received by the Custodian from the Manager. The Client hereby authorizes the Manager to give written instructions to the Custodian at any time and from time to time during the term hereof to deliver securities sold, exchanged or otherwise disposed of from the Account, upon receipt of payment for such securities, and to pay cash for such securities delivered to the Custodian upon acquisition for the Account. The Client hereby agrees (A) to furnish, and will require the Custodian to furnish, any further authorizations or evidence that brokers or the Manager may from time to time request to implement the provisions of this Agreement and (B) to require the Custodian to provide the Manager with a duplicate copy of the Account statements, notifications, and any proxy or other materials the Custodian sends to the Client. The Client will ensure that any proxy voting materials received by the Client are sent to corporateactions@cambridgeassociates.com. The Manager will vote proxies that it receives from the Custodians or the Client in accordance with the Manager's proxy voting policies. Except as may be provided by applicable law, the Manager shall not incur any liability to the Client by reason of any exercise of, or failure to exercise, any such discretion and shall not incur any liability for any failure arising from an act or omission of a person other than the Manager, its employees and its affiliates.

c) In the event that the Client deposits publicly-traded single-name marketable securities into the Account, which securities are not managed on a discretionary basis by a third party manager, the Client hereby (i) instructs the Manager to liquidate such marketable securities as soon as reasonably practicable following such deposit and to establish a standing instruction with the Custodian to do so, (ii) agrees that the Manager is not responsible for best execution with respect to the liquidation of such securities, and (iii) agrees not to hold the Manager liable for any losses or costs related to such liquidation.

d) The Client shall pay all fees and expenses of the Custodians. The Manager and its affiliates shall at no time have custody or physical control of the Investment Assets in the Account, it being intended that sole responsibility for safekeeping thereof (in such investments as the Manager

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may direct) and the consummation of all purchases, sales, deliveries and investments made pursuant to the Manager's direction shall rest upon the Custodian. The Manager shall have no responsibility or liability with respect to custodial arrangements or the acts, omissions or other conduct of the Custodians except in the event that such arrangements, acts, omissions and other conduct give rise to liability under Section 5 of this Agreement. The Client shall have sole authority to withdraw or transfer cash or its equivalent from and between the Client's accounts with its Custodians, except as otherwise specifically provided herein.

5) Standard of Care; Indemnification

In performing its obligations under this Agreement, the Manager shall discharge its duties and exercise its powers hereunder with the care, skill, prudence and diligence that, under the circumstances then prevailing, a prudent investor acting in a like capacity would exercise. The Manager acknowledges that it is a fiduciary of the Client under the law applicable to the Client and agrees, pursuant to the Agreement, that when providing the investment services, it owes the Client the duties an investment adviser owes to a client under the Advisers Act and the rules promulgated thereunder, as well as the duties a fiduciary owes its pension plan client under ERISA whether or not those provisions of ERISA would otherwise fully apply to the Client.

The Manager and its affiliates, subsidiaries (together with their respective members, officers, directors, managers, and employees, the **"Indemnitees"**) shall not be liable for any error of judgment with respect to their investment decisions or for any other acts or omissions (including in particular but not limited to the Manager acting as the Client's authorized representative under any power of attorney) *provided* that the applicable Indemnitee has acted in good faith and has not committed gross negligence, willful default, a breach of fiduciary duty or fraud with respect to such decision, act or omission. In no event shall the Manager or its affiliates, subsidiaries, members, managers, and employees be liable for any indirect, incidental, consequential or punitive damages or any damages for lost profits or anticipated benefits, even if the Manager has been advised of the possibility of such damages, unless otherwise provided by applicable law. Except as may otherwise be provided by law, the Manager will not be liable to the Client for any loss related to or arising out of the instructions of the Client, or from any act or failure to act by a Custodian or by any other third party.

The Client hereby undertakes to indemnify, keep indemnified, and hold harmless the Indemnitees from any and all third-party claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs sustained or incurred by the Indemnitees arising out of or in connection with: (i) any breach by the Client or its Representatives (as defined below) of Section 8 (Confidentiality and Exclusive Use), (ii) any breach by the Client of any representation or warranty made by the Client hereunder or in the Client Information Form, or (iii) the Client's gross negligence, fraud, or willful misconduct, *provided* that the Client will not be required to indemnify or hold harmless the Indemnitees to the extent such loss arises wholly or substantially as a direct consequence of the negligence, willful default, breach of fiduciary duty or fraud by any Indemnitee in the performance of the Manager's obligations under this Agreement as determined by the final judgment of a court of competent jurisdiction that is not subject to review or appeal.

The Client understands that certain provisions of this Agreement, including, without limitation, Sections 4 and this Section 5, may serve to limit the potential liability of the Manager. The Client has had the opportunity to consult with the Manager as well as, if desired, the Client's representative(s) or

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other professional advisors and counsel as to the effect of these provisions. The Client further understands that certain U.S. federal and state laws, including, but not limited to, the Advisers Act and certain state securities laws may impose liability or allow for legal remedies even where the Manager has acted in good faith, and that the rights under those laws may be non-waivable. Nothing in this Agreement shall, in any way, constitute a waiver or limitation by the Client of any rights which may not be so limited or waived in accordance with applicable law. This Section shall survive the termination date of this Agreement.

6) **Restrictions on the Manager and Exclusions from Services**

The Manager shall at no time have custody or possession of any cash, securities, or other assets of the Client.

The Manager shall not provide or otherwise be responsible for the provision of tax or regulatory advice, legal counsel, or investment accounting (including with respect to the engagement of any Custodian) provided that the Manager shall be responsible for conducting appropriate due diligence as set forth in Section 2 and retaining legal counsel and tax advisors that the Manager deems necessary to complete the Manager's duties as listed in Section 2 of this Agreement. The Client confirms and agrees that it shall engage such third party accountants, auditors and other professional advisers as may be required for the purposes of preparing (i) the Client's financial accounts, (ii) its annual audited financial statements, or (iii) any other report, filing or submission (financial or otherwise) required to be prepared by applicable law or regulation.

7) Effective period of agreement and termination

a) **Term**. The initial term of this Agreement shall be from the Effective Date to the five-year anniversary of the Effective Date. The Client may extend the initial term for up to five additional one-year periods, at the Manager's then current fee schedule. This Agreement may be further extended if the Manager and the Client mutually agree to an extension evidenced in writing.

b) **Termination without cause**. Either party may terminate this Agreement at any time without cause by not less than 90 days' written notice to the other party; provided that, if this Agreement is terminated by the Manager (other than for cause pursuant to Section 7(c)), the Manager shall continue to provide and be compensated for its services thereafter for such reasonable transition period as the Client may request for the purposes of appointing a replacement manager.

c) **Termination for cause**. Either party (the "**First Party**") may terminate this Agreement immediately by written notice to the other party (the "**Second Party**") immediately following:

i) any material breach of any term of, or any obligation arising under, this Agreement by the Second Party which, if capable of being remedied, has not been remedied by the Second Party within fourteen (14) calendar days' of written notification of such breach by the First Party to the Second Party;

ii) any act of fraud by the Second Party under or in connection with this Agreement;

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iii) the actual or threatened commencement of any investigation or disciplinary action by a regulator of competent jurisdiction in relation to the activities of the Second Party (or any affiliate of the Second Party);

iv) the actual or threatened commencement of any case, action or other proceeding:

(1) relating to bankruptcy, insolvency, re-organization, liquidation, dissolution or other relief with respect to the Second Party or its debts (excluding a voluntary liquidation or a voluntary dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the First Party);
(2) seeking the appointment of a receiver, trustee, custodian, conservator or other similar official in respect of the Second Party or any substantial part of the Second Party's assets;
(3) the Second Party being or becoming unable to pay its debts as they fall due or otherwise committing any act of bankruptcy under the laws of any jurisdiction to which the Second Party may be subject.

d) **Consequences of termination**. Termination of this Agreement shall not affect the rights, liabilities and obligations accrued up to the date of termination, including without limitation, the right of the Manager to receive accrued fees (and a pro rata amount in respect of any period less than the period (if any) in respect of which fees otherwise accrue) which shall be paid after termination of this Agreement if they have not been paid before. Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed or performed after termination of this Agreement will survive the expiration or termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assigns.

8) Confidentiality and Exclusive Use

CA shall regard as confidential all information concerning the affairs of the Client and Trustee (the "**Client Information**"). CA will not disclose Client Information to third parties except as otherwise permitted herein. CA may disclose Client Information (i) when reasonably necessary to discuss allocations with prospective managers; (ii) to CA's employees, agents and service providers for the purpose of assisting CA's performance of services for the Client; or (iii) otherwise with prior written consent of the Client. CA will subject recipients of Client Information to confidentiality obligations at least equal to CA's confidentiality obligations to the Client. CA may list the Client on CA's standard marketing lists of representative clients.

The information, data, research, advice and/or recommendations furnished by CA orally or in writing (the "**CA Confidential Information**") are strictly confidential. The CA Confidential Information is for the use of the Client, the Trustee, its officers, directors, and employees, as applicable (collectively, the "**Recipients**"), solely in relation to the investment and reinvestment of the Investment Assets and may not be used for any other purpose or disclosed to any third party without the prior written consent of CA; provided, however, that the Client may disclose CA Confidential Information to the members of its investment committee (or equivalent body), its attorneys, accountants and tax advisors (together with the Recipients, collectively, the "**Representatives**").

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The Client shall cause its Representatives to fully comply with and be bound by the terms of this Agreement to the same extent as if the Representatives were signatories to this Agreement and shall cause its Representatives to regard any and all Confidential Information they receive as confidential. In particular, no CA Confidential Information may be distributed to, or shared with, any other investment adviser or investment consultant that the Client may retain. The Client shall be responsible for any breach of this Agreement by any of its Representatives. This Section shall survive the termination date of the services provided and continue for five years thereafter.

The parties agree that CA Confidential Information and Client Information do not include information that (i) has been published or is otherwise generally publically available or in the public domain; (ii) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement; or (iii) is independently developed by the receiving party.

Notwithstanding the foregoing, the Client may disclose CA Confidential Information and CA may disclose Client Information if such disclosure is required by law, including disclosure under Utah's Government Records Access Management Act ("Utah GRAMA"), regulation or legal process, in which case the party required to disclose shall assert all applicable exceptions to such law, regulation or legal process regarding disclosure and shall, to the extent permitted by law and practicable, provide prompt notice to the other party prior to such disclosure or use. The Client acknowledges and agrees that a substantial portion of the CA Confidential Information is expected to constitute "Protected Records" under Section 63G-2-305 of Utah GRAMA.

The Client acknowledges that the CA Confidential Information shall remain the sole property of the Manager.

The Client and Manager each acknowledge that money damages and other remedies at law may be inadequate to protect against breach of this Section 8 and the Client and Manager each hereby agrees to the granting of injunctive or other equitable relief in favor of the other party without proof of actual damages, without the necessity of posting any bond or other security and without prejudice to any other rights or remedies which may be available at law or in equity.

9) Services to Other Clients

The Client acknowledges that the Manager and its affiliates may act and continue to act as investment advisers for other clients (including for its own account), and that in the conduct of the Manager's business, conflicts may arise between the interests of the Client and the interests of the Manager or its affiliates, or any other person advised by the Manager or its affiliates. For example, the Client acknowledges that the Manager and/or its affiliates may decide to invest the assets of the Client with an underlying manager while simultaneously withdrawing from such underlying manager on behalf of one or more other clients, or vice versa. In addition, the Manager or its affiliates may decide to invest or recommend the investment of another client's assets, rather than the Client's assets, with an underlying manager. Nothing in this Agreement shall in any way be deemed to restrict the right of the Manager or its affiliates to perform investment advisory or other services for any other person or entity, and the performance of such services for other persons or entities shall not be deemed to violate or give rise to any duty or obligation to the Client.

The Manager shall maintain such policies and practices as may be necessary so as not to inappropriately favor or disfavor consistently or consciously any client or class of clients, and shall to

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the extent practicable introduce investment opportunities among clients over a period of time on a fair and equitable basis. In the event that a conflict of interest arises, the Manager will endeavor to ensure that such conflict is resolved in a fair and equitable manner. The Client acknowledges that there can be no assurance that the Manager will be able to resolve all conflicts of interest in a manner that is favorable to the Client.

10) Fees

a) **Annual Fee**. As full compensation for all services rendered and expenses assumed by the Manager in this agreement, except for Additional Performance Measurement Services and additional expenses described in this Section or as otherwise provided for in this Agreement, the Client shall pay an annual fee (the "**Annual Fee**") equal to the greater of (x) $280,000 and (y) an amount based on the Investment Assets calculated as the sum of:

(i) 18 basis points on the first $500 million;
(ii) 10 basis points on the next $500 million; and
(iii) 4 basis points on Investment Assets in excess of $1 billion.

b) **Payment**. 25% of the Annual Fee as determined above shall be billed and payable in advance at the beginning of each calendar quarter; *provided* that the first payment shall be made on the Effective Date and adjusted on a pro rata basis. The Annual Fee will be adjusted as of the start of each calendar quarter based on the market value or net asset value, as applicable, of the Investment Assets. The value of the Investment Assets for purposes of this Section will be the value as provided by the underlying managers, funds, or their service providers for the most recently ended calendar quarter (provided that Private Investments may be reported on a 1 quarter lag and adjusted for contributions and distributions). For the avoidance of doubt, the Manager will provide the Client with the values of the Investment Assets received by the Manager for purposes of calculating the Annual Fee, but the official valuations of the Client's assets for any other purpose (including without limitation for financial statements and audit) is the sole responsibility of the Client. The Manager will calculate each payment of the Annual Fee in good faith. The Manager or its designated agent will send an invoice to the Client and the Client will pay such fee directly to the Manager. Unless the Client objects to the amount owed or the manner in which the Annual Fee was calculated within 30 days of receipt of the invoice, the fees shall be deemed to have been accurately determined and the Client waives its right to subsequently dispute such fees.

c) **Additional Services.** The Client shall compensate CA for any Additional Performance Measurement Services provided under Section 2 in accordance with CA's then current fee schedule for performance measurement services.

d) **Additional Expenses.** The Manager shall not be responsible for paying any custody, brokerage, exchange fees and any other transaction costs, fiscal or governmental charges or duties in respect of, or in connection with, the acquisition, holding or disposal of any of the Investment Assets or otherwise in connection with the Client's business, other than as specifically provided in Section 1(c). All such fees and costs will be paid or reimbursed by the Client. The Client shall reimburse Manager for the reasonable cost of an annual surprise audit for the Account.

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11) Assignment

The Manager shall not assign (within the meaning of the Advisers Act) this Agreement without the prior written consent of the Client or compliance with such other procedures as may be permitted under the Advisers Act, and shall notify the Client within a reasonable period of any "change in control" (within the meaning of the Advisers Act) of the Manager. Notwithstanding this Section, notice is hereby provided and the Client hereby agrees that certain research, data collection, and other services to be provided under this Agreement may be performed by Cambridge Associates Limited, Cambridge Associates Limited, LLC, Cambridge Associates Asia Pte Ltd and Cambridge Associates Investment Consultancy (Beijing) Ltd. These affiliated investment advisers are under common ownership and control with CA.

The Client is not permitted to assign all or any part of its rights or benefits under this Agreement without the prior written consent of the Manager.

12) Warranty and Representations

The Manager represents and warrants that it is a registered investment adviser under the Advisers Act and that such registration is currently effective.

Each of the Trustee and Client represents and warrants that it has received a copy of Part 2 of CA's Form ADV, and authorizes electronic delivery of any Form ADV updates or amendments. The Client also represents and warrants that it is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933 (as amended, the "**Securities Act**"), a "qualified client" under Rule 205-3 of the Advisers Act, and a "qualified purchaser" under Section 2(a)(51)(A) of the Investment Company Act of 1940 (as amended, the "**Company Act**").

The Client is neither an "investment company" under the Company Act nor reliant on Section 3(c)(1) or Section 3(c)(7) of such act to avoid so being defined.

The Client represents and warrants that either (a) it is registered with the Commodity Futures Trading Commission (the "**CFTC**" or the "**Commission**") and its NFA identification number is indicated on the signature page hereto, or (b) it is not required to register with the CFTC. The Client acknowledges and agrees that the Manager is relying on this representation to meet the Manager's obligations under NFA By-Law 1101, and agrees that it will promptly notify the Manager of any changes to the Client's registration or registration exemption applicability.

The Manager represents and warrants that it is duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, has the power and authority, and legal right, to transact the business it is engaged in, and is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of business requires such qualification.

Each of the Trustee, the Client and the Manager represents and warrants that it has the full power and authority to enter into and execute, deliver and perform fully the terms of this Agreement and this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency,

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reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Each of the Trustee, the Client and the Manager represents and warrants that the execution, delivery and performance of this Agreement does not and will not violate (a) its organizational or governing documents, or (b) any law, treaty, rule or regulation applicable to it, and that the signatories to this Agreement are authorized to enter into this Agreement.

The Client acknowledges and understands that the Manager's employees and other associated persons may purchase securities that are owned by one or more of the Manager's clients *provided* that such activities do not conflict with the securities laws, the fiduciary duties of the Manager under the law applicable to the Client , the Manager's insider trading policies, the Manager's Code of Ethics, or any other policies of the Manager with respect to personal trading.

Each of the parties agrees to inform the other parties promptly in writing if any representation, warranty or agreement made by the party (as applicable) in this Agreement is no longer true, correct or complete or requires exception and/or modification to remain true.

The Client agrees to provide the Manager with such additional tax information as the Manager may from time to time request and agrees that such information may be disclosed to any relevant governmental authority. Failure to provide requested information may subject the Client to withholding taxes, charges, levies, penalties, enhanced information reporting obligations, and mandatory redemption with respect to the Client's interest in an underlying investment or the Account.

13) Authorized Signatories

The Client shall provide the Manager with a list of authorized signatories (the "**Authorized Signatories**") and their specimen signatures from whom the Manager may accept instructions, confirmations or authority under this Agreement and, as soon as reasonably practicable after any change therein, the Client will send to the Manager a revised list of Authorized Signatories and evidence of the authority for such change. The Manager shall not be liable for acting in good faith upon any instruction, confirmation or authority purporting to have been signed by an Authorized Signatory, which signature the Manager reasonably believes to be genuine, notwithstanding the fact that it shall subsequently be shown that such instruction, confirmation or authority was not in fact signed by an Authorized Signatory; *provided* that nothing in this Section shall relieve the Manager of any duties and responsibilities it has as a discretionary manager with respect to the Investment Assets.

14) Notices

Except as otherwise expressly provided in this Agreement, whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, shall be signed by or on behalf of the party giving the notice and shall be mailed by first class mail or sent by courier, telefax or email with confirmation of transmission to the other party at the address set forth below or to such other address as a party may from time to time specify. Any such notice shall be deemed duly given when delivered at such address.

In the case of the Client:

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Utah Transit Authority
ATTN: Chad Gonzales
669 West 200 South
Salt Lake City, UT 84101
Phone: 801-287-3013
Email: CGonzales@rideuta.com

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101
Email: Mbell@rideuta.com

In the case of the Manager:

Cambridge Associates, LLC
Attn: Legal Department
115 Federal Street
Boston, MA 02110

Phone: 617-457-7500
Email: legal@cambridgeassociates.com

15) Amendments

Any amendments to this Agreement, including to the Exhibits, shall be effective only if made in writing and signed by an authorized officer on behalf of the Manager and by an authorized signatory of the Client; provided that to the extent that the Manager reasonably considers that an amendment is necessary or advisable in order to bring the Agreement into compliance with applicable law, statute or regulation, the Manager may amend this Agreement by not less than 30 days' written notice of the relevant amendments to the Client.

16) Governing Law

This Agreement, the rights and obligations of the parties to this Agreement and any claim related to or arising from this Agreement shall be governed by and construed in accordance with Utah law, without regard to its principles of conflicts of law. The parties agree to the non-exclusive jurisdiction of a court of the State of Utah or the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Utah or Massachusetts) with respect to any action, suit, or other legal proceeding that may be commenced to resolve any matter arising under or relating to any provision of this Agreement.

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17) Risk Disclosures

The Client has carefully read the summary of some of the potential risks involved in investing in alternative investment assets set forth on Exhibit D and has evaluated such risks.

18) Severability Clause

In the event that any term, condition or provision of this Agreement is held to be illegal, void, invalid or unenforceable under applicable law, statute or regulation, such provision shall be deemed to be deleted from this Agreement as if it had not originally been contained in this Agreement and the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected. In the event of such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

19) No Implied Waivers

No delay or omission by either of the parties in exercising any right, power, privilege or remedy under this agreement shall operate as a waiver of that or any other right. A waiver or consent given by either of the parties on any one occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right, power, privilege or remedy on any other occasion.

20) Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument, binding on all parties hereto. Each party understands and agrees that any portable document format (PDF) file, facsimile or other reproduction of its signature on any counterpart shall be equal to and enforceable as its original signature and that any such reproduction shall be a counterpart hereof that is fully enforceable in any court of competent jurisdiction.

21) Entire agreement

This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties concerning the subject matter in this Agreement and supersedes all prior drafts, agreements, understandings, representations, warranties and arrangements of any nature, whether oral or in writing, between them and relating to such subject matter. All exhibits attached to this Agreement may be amended from time to time and shall be integral parts of this Agreement.

22) Third Party Beneficiaries

The Client and the Manager are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name and are expressly described as intended beneficiaries of the terms of this Agreement (including persons indemnified pursuant to Section 5) or except as provided by applicable law.

[*Signatures follow.*]

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PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION (THE "**CFTC**" OR "**COMMISSION**") IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS AGREEMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE COMMISSION HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR THIS AGREEMENT. THE CLIENT CONFIRMS THAT IT IS A QUALIFIED ELIGIBLE PERSON AND CONSENTS TO BEING TREATED AS EXEMPT UNDER CFTC REGULATION 4.7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

CAMBRIDGE ASSOCIATES, LLC

By: _____
Chandler Tyson
Authorized Signatory

Date: November 30, 2023

THE UTAH TRANSIT AUTHORITY EMPLOYEE RETIREMENT PLAN AND TRUST
By: The Utah Transit Authority Pension Committee, as trustee and plan administrator

By: _____
Name:
Title:

Date: _____

NFA Identification Number (if applicable):

_____

DocuSigned by:
Mike Bell
70E33A415BA44F6...

12/1/2023

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EXHIBIT A

Definitions

"Hedge Funds" include investment vehicles and accounts that typically invest primarily in publicly-traded securities. They may include, but are not limited to, the following strategies:

Long/short equity
Market neutral equity
Dedicated short equity
Distressed securities
Long/short credit
Multi-strategy
Risk arbitrage
Statistical arbitrage
Fixed income arbitrage
Convertible arbitrage
Global macro
Managed futures

"Investment Assets" shall mean all cash, securities or other investment assets (including Public Investments) from time to time owned by the Client and identified by the Client to be invested by the Manager pursuant to this Agreement (including without limitation the Investment Guidelines).

"Private Investments" include investment vehicles and accounts that typically invest primarily in securities acquired through private transactions. They may include, but are not limited to, the following strategies:

Venture capital
US and non-US private equity (including leveraged buyouts, mezzanine and restructuring funds)
Emerging markets (private equity or direct investments)
Oil and gas private equity
Timber and natural resources private equity
Real estate (private equity or direct investments)

"Public Investments" include the Investment Assets invested in, or to be invested in, Traditional Investment Assets or Hedge Funds:

"Traditional Investment Assets" include investment vehicles and accounts that typically use a long-only strategy to invest primarily in publicly-traded securities.

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EXHIBIT B

Investment Guidelines

Investment Guidelines will be agreed between the parties and attached.

In the event that the Investment Guidelines do not clearly contain a start date for the performance track record of the Investment Assets for purposes of the Manager's aggregate track record, the start date for the Manager's performance track record shall begin on the 6 month anniversary of the Effective Date. If the Investment Guidelines do contain a start date for the performance track record of the Investment Assets for purposes of the Manager's aggregate track record, then the start date in the Investment Guidelines shall control. For the avoidance of doubt, the manager shall be responsible for the management of the Investment Assets beginning on the date that the Investment Guidelines are adopted and attached to this Agreement.

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EXHIBIT C

Client's Custodial Accounts

U.S. Bank N.A. – [Account number to be provided by Client]

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EXHIBIT D

Risk Disclosures

These risk factors are not intended to be a full or complete listing of all the risks involved in entering into this Agreement or investing, and the Client should engage in its own risk evaluation. Past performances of managers or funds or the success of a manager in any similar venture is no assurance of future success. Investments in funds are speculative, and there can be no assurance that the Client will not incur losses.

Investing in alternative asset funds (e.g., hedge funds and private investment funds) is associated with greater risk than investing in traditional marketable securities, including but not limited to illiquidity risk, tax and regulatory risks, manager-specific risk, counterparty risk and valuation risk. The Client should consider a number of factors in determining whether investing in alternative asset funds is appropriate.

Private Investments (e.g., U.S. and International Private Equity, Venture Capital Funds, Real Estate, Energy, Timber and Natural Resources)

Private investments are highly illiquid, and the underlying investments of these private investment funds are also generally illiquid and may not have easily ascertainable market values. Interests in these funds are typically not registered under the Securities Act or any state securities laws, and no readily available market exists for interests in these funds. The Client should expect to hold its investments for the entire life of these funds, and may be subject to capital calls, recalls of distributions, and other liabilities both during the term of the Agreement and thereafter. In addition, such funds in liquidation may in some cases distribute assets in kind to their investors. Historically, returns have varied greatly over time, depending on the conditions at the time investments were made and when investments were disposed of by these funds. In addition, access to high-quality private investment opportunities may be limited and there can be no assurance that such opportunities will be available during the desired investment period.

Hedge Funds (e.g., Absolute Return, Long/Short Equity, Risk Arbitrage, Global Macro and Distressed Funds)

The risks inherent in investing in hedge funds include but are not limited to illiquidity, limited regulatory oversight, use of possibly speculative trading techniques, use of leverage or derivatives, short selling and hedging techniques. Substantial risks are involved in investing in hedge funds trading in equity securities, options and other derivatives. Market movements can be volatile and are difficult to predict. The activities of governments can have a profound effect on interest rates which, in turn, substantially affect the prices of securities, options and derivatives as well as the liquidity of such markets. Politics, recession, inflation, employment levels, trade policies, international events, war and other unforeseen events can also have a significant impact upon the prices of securities.

Additionally, hedge funds are subject to limited withdrawal rights, and no readily available market exists for interests in these funds. A hedge fund may be unable to liquidate certain

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investments to fund withdrawals in a timely manner. Realization of value from the interests in a hedge fund may be difficult in the short-term or may have to be made at a substantial discount compared to other freely tradable investments. Interests in these funds are not typically registered under the Securities Act or any other federal or state securities law. In the event of the early termination of a hedge fund as the result of certain events, such fund may have to distribute assets of the fund in kind to its equity holders. Certain assets held by hedge funds may be highly illiquid and may not have an easily ascertainable market value.

Investment in a Managed Account

The Client is contributing its assets to a discretionary managed account managed by the Manager.

Risk of Loss

All investments risk the loss of capital. The Manager believes that its investment program may mitigate this risk through a careful selection and monitoring of the Account's investments, but an investment made by the Manager for the Account is nevertheless subject to loss. No guarantee or representation is made that investments made by the Manager for the Account will be successful, and investment results may vary substantially over time. The past results of the Manager and its principals in managing investment portfolios are not necessarily indicative of their future performance.

General Economic Conditions

The success of any investment activity is affected by general economic conditions, which may affect the level and volatility of interest rates and the extent and timing of investor participation in the markets for both equities and interest-sensitive instruments. Unexpected volatility or illiquidity in the markets in which the Account (directly or indirectly) holds positions could cause the Account to incur losses.

Market Risks

The profitability of a significant portion of the investment program depends to a great extent upon the ability of underlying money managers selected by the Manager (the "**Money Managers**") to correctly assess the future course of the price movements of securities and other investments. There can be no assurance that the Money Managers will be able to predict accurately these price movements. Although the Money Managers may attempt to mitigate market risk through the use of long and short positions or other methods, there may be a significant degree of market risk.

Misuse of Confidential Information

In trading public securities, there are consequences for trading on insider information, and the Manager expects that Money Managers will use only public information. Money Managers may be charged with misuse of confidential information. If that were the case, the performance records of these Money Managers could be misleading. Furthermore, if a Money

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Manager or entity with which the Client invests has engaged in the past or engages in the future in such misuse, the Client could be exposed to losses.

Possibility of Misappropriation of Assets or Fraud

When the Client invests with a Money Manager, it does not have custody of the assets invested. There is therefore a risk that the personnel of the Money Manager could misappropriate the securities or funds (or both) beneficially owned by the Client. Although the Manager intends to employ reasonable diligence in evaluating and monitoring Money Managers, no amount of diligence can eliminate the possibility that one or more of these individuals or entities they manage may engage in improper or fraudulent conduct, including unauthorized changes in investment strategy, misappropriation of assets and unsupportable valuations of portfolio securities.

Use of Money Managers

The Manager may not be given access to information regarding the actual investments made by the Money Managers, as such information is generally considered proprietary. At any given time, the Manager may not know the composition of the Money Managers' portfolios with respect to the degrees of hedged or directional positions, or the extent of concentration risk or exposure to specific markets. In addition, the Manager may not learn of significant structural events, such as personnel changes, major asset withdrawals or substantial capital growth, until after the fact.

A number of Money Managers might accumulate substantial positions in the same or related instruments at the same time. Because information regarding the actual investments made by such Money Managers is generally unavailable, the Manager will be unable to determine whether such accumulations, which could reduce diversification in the Account's portfolio managed by the Manager, have taken place. The Money Managers will trade independently of one another and may at times hold economically offsetting positions. In addition, Money Managers that invest in a particular sector may be subjected to differing or increased risks relating to such sector.

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EXHIBIT E

Insurance

CA agrees to maintain the following insurance coverage during the term of the Agreement:

Commercial General Liability
Limit of $1,000,000 per occurrence and $2,000,000 in the aggregate

Workers' Compensation and Employer's Liability
Statutory coverage as mandated by State and Federal Laws.

a.	Bodily Injury by Accident	$1,000,000 per Accident
b.	Bodily Injury by Disease	$1,000,000 per Person
c.	Bodily Injury by Disease	$1,000,000 Policy Limit

Business Automobile Liability
Limit of $1,000,000 per Accident, limited to hired and non-owned vehicles

Umbrella/Excess Liability
Limit of $25,000,000 per occurrence and in the aggregate

Professional Liability (Errors and Omissions)
Limit of $50,000,000 per claim and in the aggregate

Fidelity Bond Insurance
Limit of $5,000,000 per loss and $10,000,000 in the aggregate

The Fidelity Bond shall name the Client as the loss payee.

Cyber Risk Insurance
CA purchases three $5mm policies for $15,000,000 in total limit. Each $5mm policy is per claim and in the aggregate. Cambridge Associates has up to $15,000,000 in coverage available for each claim and in the aggregate.

Claims Made Policies
If any of the required policies provide claims-made coverage:

- The retroactive date must be shown and must be before the date of the Agreement.
- Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after termination of the Agreement.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after termination of the Agreement.

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Additional Insured

The General Commercial Liability policy shall name the Client as an additional insured and shall contain a waiver of subrogation in favor of the Client. CA shall provide a certificate of insurance to the Client evidencing compliance with these requirements and shall notify the Client at least thirty (30) days prior to any cancellation, non-renewal, or material change to the insurance coverage.

Additional Terms

All insurance required hereunder will have a rating of at least "A-" in the latest edition of AM Best's Insurance Reports.

Upon the Client's written request and no more than once per annual period, CA will provide to the Client a certificate of insurance on standard ACORD form (the "**COI**") setting forth the coverage as required above together with the insurance company's name, policy number and expiration dates of the insurance.

The COI and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Client prior to the Effective Date. Each insurance policy required by this Agreement must be in effect at or prior to the Effective Date and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. The COI shall be emailed directly to the Client's insurance email address at utahta@ebix.com. The Client's project/contract number and project description shall be noted on the COI.

Failure of CA to provide the certificates referenced hereunder, or failure of the Client to specifically request such certificates will in no way limit or release CA of its obligations or liabilities under the Agreement.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

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

TITLE:

Change Order: Onsite Wellness Clinic Services Amendment No. 3 - Contract Extension and Ratification of Past Disbursements (CareATC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract amendment and associated disbursements with CareATC in a not to exceed amount of $3,600,000.00 for a 2-year contract extension and an additional clinic location for onsite health and wellness services at the Mount Timpanogos Business Unit. Also seeking approval for ratification of disbursements totaling $1.5 million which resulted from cost growth due to increased patient volume.

BACKGROUND:
This contract provides onsite health and wellness services for administrative and ATU represented bargaining unit employees through CareATC for Utah Transit Authority (UTA).

DISCUSSION:
UTA offers onsite health and wellness services to administrative and ATU represented bargaining unit employees through CareATC. UTA conducted an RFP for clinic services in 2018. As a result of this process, on October 25, 2018, the Board approved a contract with CareATC to provide onsite health and wellness services beginning January 1, 2019. UTA negotiated Change Order No. 1 with CareATC in April 2021 to include COVID vaccine services and Change Order No. 2 n in January 2023 to include flat rate pricing for clinic and wellness services due to staff and service challenges that occurred during the COVID pandemic period. The current contract expires December 31, 2023.

This amendment extends the CareATC contract for two years, through December 2025, and authorizes a build

out of a health suite at Mt Timpanogos Business Unit with limited covered services out of this location. Medical costs have increased significantly over the past two years in Utah and nationally as a result of supply chain impacts, healthcare worker shortages, and pharmaceutical drug cost increases. It is expected any new contract awarded via RFP at this time will result in significant cost increase to our onsite clinic services. Due to the current negotiated flat rate pricing (with only staff salary increases for the next two years) and overall positive experience from the employee service standpoint, an extension to the current contract is preferred rather than going to RFP.

CONTRACT SUMMARY:

Contractor Name:	CareATC
Contract Number:	#18-02789TP-03
Base Contract Effective Dates:	January 1, 2019 through December 31, 2023
Extended Contract Dates:	January 1, 2024 through December 31, 2025
Existing Contract Value:	$8,500,000.00 (includes original contract value of $7M plus requested ratification amount of $1.5M)
Amendment Amount:	$3,600,000.00
New/Total Contract Value:	$12,100,000.00
Procurement Method:	Request for Proposal (RFP)
Budget Authority:	Operating budget

ALTERNATIVES:

Go to RFP immediately or stop offering onsite clinic services.

FISCAL IMPACT:

These costs are programmed in the 2024-2025 budgets.

ATTACHMENTS:

18-2789TP CareATC Onsite Wellness Clinic Third Amendment

DocuSign Envelope ID: 8F2350AB-00AA-46EA-B012-68190E791370

THIRD AMENDMENT
TO
CLINIC SERVICE AGREEMENT
UTA Contract 18-02789TP

This Third Amendment to Clinic Service Agreement (this "Third Amendment"), effective as of _____ ("Amendment Effective Date"), is an amendment to the Clinic Service Agreement, dated as of October 4, 2018 and as subsequently amended (the "Agreement") by and between CareATC, Inc. ("CareATC") and Utah Transit Authority ("Client"). Together CareATC and Client may be referred to as the "Parties."

WHEREAS, Client and CareATC entered into the Agreement, pursuant to which CareATC provides Covered Services through its private medical clinics to Client for the benefit of eligible employees and other eligible participants; and

WHEREAS, Client and CareATC desire to amend the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and in the Agreement, Client and CareATC agree as follows:

1. **Extension.** Section 4. Term and Termination is amended to add the following paragraph:

   "The Parties have agreed to extend this Agreement for the period of January 1, 2024 through December 31, 2025 (the "Extension Term" and with the Initial Term and any renewal term, the "Term")."

2. **Notices.** Section 15. Notices is amended to change the Attn: line of the "If to CATC:" section from 'Phillip Kurtz' to 'Chief Financial Officer'.

3. **New Location.** Exhibit A "Clinic Locations, Schedule and Covered Services" of the Agreement is amended to remove the Clinic location table and replace with the below table and footnote:

Clinic Name	Clinic Address	Hours per Week	Daily Schedule
FLHQ	669 West 200 South, Salt Lake City, UT 84101	36	Mon: 9:00am – 6:00pm Tues: 8:00am – 5:00pm Wed: 8:00am – 5:00pm Thur: 8:00am – 5:00pm Fri: 9:00am – 1:00pm
Meadowbrook	3600 S. 700 West, Salt Lake City, UT 84119	36	Mon: 9:00am – 6:00pm Tues: 9:00am – 1:00pm Wed: 8:00am – 5:00pm Thur: 8:00am – 5:00pm Fri: 8:00am – 5:00pm
Timpanogos*	1110 Geneva Rd, Orem, UT 84058	16	TBD

* Below Covered Services shall be limited in this location

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4. **Clinic Implementation Fees.** Exhibit B "Fees" Section 1. Clinic Implementation Fees of the Agreement is hereby amended to add the following language:

   "**Timpanogos:** Client will reimburse CATC for all FF&E and supplies (including furniture, fixtures, equipment, hardware, internet connection, licenses and permits) incurred as a direct pass through without markup. Client will reimburse CATC for all travel mileage, parking, tolls, public transportation, etc. costs as incurred without markup."

5. **Clinic Fees.** Exhibit B "Fees" Section 2. Clinic Fees of the Agreement is hereby amended to add language as outlined below:

   "**Timpanagos:** For the purpose of clarity, Client shall pay CareATC for all reasonable travel costs incurred for CareATC staff to travel to the Timpanagos location on a monthly basis which will be passed through as incurred. These costs include, but are not limited to, personal or rental vehicle mileage, tolls, parking, , public transportation fees, etc. Reimbursement for travel costs shall in accordance with the current year's IRS reimbursement rates. Mileage will be reimbursed at the same IRS rate for a personal or rented vehicle. Client shall also pay CareATC all ongoing costs incurred at the Timpanagos location which will be passed through as incurred. These items include, but are not limited to medical supplies, labs, pharmacy, equipment maintenance and replacement, third-party services (such as translation), etc.

   The Flat Clinic Fee shall be $107,100.00 per month for the period January 1, 2024 through December 31, 2024 and $109,242.00 per month for the period January 1, 2025 through December 31, 2025."

6. **Coaching Fees.** Exhibit B "Fees" Section 3. Coaching Fees of the Agreement is hereby amended to add language as outlined below:

   "The flat fee shall be $4,080.00 per month for the period January 1, 2024 through December 31, 2024 and $4,161.60 per month for the period January 1, 2025 through December 31, 2025."

7. In addition to the flat fees totaling $2,695,003.00 for the period of January 1, 2024 through December 31, 2025, it is understood and agreed that the total cost of this contract shall not exceed an additional $904,997.00, serving as a not-to-exceed (NTE) value. This NTE is the result of the incurred pass-through costs and PHA's performed by CareATC.

8. Except as amended by this Third Amendment, all terms, provisions and conditions of the Agreement, as amended, remain unchanged and shall continue in full force and effect. The Agreement, as amended by this Third Amendment, constitutes the complete and entire understanding of Client and CareATC with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of the Agreement and this Third Amendment, the terms and conditions of this Third Amendment shall govern with respect to the subject matter hereof. This Third Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be transmitted by facsimile, PDF, e-signature or other electronic means and shall be deemed original.

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the Amendment Effective Date.

CareATC, Inc.

DocuSigned by:
Jeff Mazzoni
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By: Jeff Mazzoni

Title: Chief Financial Officer

Date: 12/11/2023

Utah Transit Authority

By: _____

Title: _____

Date: _____

Approved as to form

DocuSigned by:
Mike Bell
70E33A15BA4F0...

By: Mike Bell 12/11/2023

Title: UTA Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #24-002 - 2024 TDX and Network Maintenance (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #24-002 (2024 TDX and Network Maintenance) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the not to exceed amount of $600,000.

BACKGROUND:
In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at $15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to $30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations

- Inspection, connection, repair, of traffic signals

DISCUSSION:
UTA is requesting approval of task order #24-002 with RMSS. The scope of this task includes engineering, testing, training, and troubleshooting for TRAX and Frontrunner dispatch software and the train control network through October 31, 2024.

*Special note, this task order will expire on October 31, 2024, before which point, a new on-call contract will be established and TDX and Network Maintenance services will be resubmitted under a new contract.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-24-002
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023 (option years exercised to December 31, 2025)
Extended Contract Dates:	TO 24-002 period of performance Jan 1, 2024- Oct 31, 2024
Existing Contract Value:	$22,289,769
Amendment Amount:	Not to exceed $600,000
New/Total Contract Value:	$22,889,769
Procurement Method:	RFP best value modification
Budget Authority:	5-Year Capital Plan

ALTERNATIVES:
Disapprove task order. TRAX and Frontrunner will not operate effectively if software and network are not maintained.

FISCAL IMPACT:
Funding for this task order is included in the 2024 Capital budget (SGR 403).

ATTACHMENTS:
Task Order #24-002

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TASK ORDER NO. 24-002

TASK ORDER NAME: TDX and Network Maintenance

PROJECT CODE: SGR-403

This is Task Order No. 24-002 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #24-002 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is October 31, 2024. The Final Acceptance Date for this Task is October 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $600,000. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

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

By: _____
David Hancock, Chief Capital Services Officer Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Dean Hansen, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/22/2023
Legal Review 70E3A475BA44F6... Date

Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Ortolani
1587B142E149430...

Date: 11/21/2023

ROCKY MOUNTAIN SYSTEMS SERVICES

November 10, 2023 RMSS-52598-090

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: TDX and Network Maintenance 2024

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the provision of TDX support and network maintenance support on a not-to-exceed (NTE) T&M basis. The timeline for this task order is January 1st, 2024 – October 31st, 2024, for support and quick response time for items that need attention.

The not to exceed (NTE) amount for this proposal will be **$600,000.00.**

The scope of work covered in this proposal is as follows:

- RMSS will provide engineering, testing, training, and troubleshooting issues on a time and material basis up to the NTE amount as needed at the discretion of UTA. This support will be for both of UTA's systems, the TRAX and FrontRunner alignments. Examples of this work could include but not limited to the following:
    - TDX updates for routine maintenance and system SPRINTS for both TRAX and FrontRunner
    - TDX trainings for updates to the back-office system
    - Support for the design and integration of substations that are being added into the SCADA system
    - Refinements of the form base permitting modules for the alignments
    - Providing TDX reports from the FrontRunner alignment
    - Support for the TDX Simulators
    - Support for updates to the TDX system for the TRAX and FrontRunner alignments
    - Maintenance and troubleshooting support for new updates to the TRAX and FrontRunner networks
    - On-call support for network and TDX emergencies

Clarifications
RMSS anticipates approximately ten months of support with the amount established under this proposal. However, future items that fall under this task order are mostly unknown and difficult to quantify before the need arises.

- If the actual project needs exceed the base value of this proposal, RMSS will evaluate the remaining support period and provide another proposal to UTA to establish a revised budget for continued support for the remainder of time in the service period.
- If the actual project needs underrun the base value of this proposal, RMSS requests a deductive change order for the remaining amount to close-out the task order.

Assumptions

- RMSS will bill UTA based on the attached 2024 T&M Labor Rate Sheet
    a. T&M rates include a 12.5% fee
    b. T&M rates include an additional 1% for insurance costs
    c. T&M labor rates escalate at 3% annually
    d. T&M equipment rates are based on blue book values and revised annually
- Material, subcontractor, and other costs not included on the rate sheet will be billed at cost with 12.5% fee and 1% insurance.
- RMSS will provide a separate proposal for any scope that is not to be billed against this NTE task order and is not already covered under another existing task order.
- RMSS assumes that no bond will be required for any T&M work under this task order.

This proposal is valid for 45 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

Doug Jones
Project Engineer
Rocky Mountain Systems Services

cc:
Marshall Wilson – RMSS
Anthony Ortolani – RMSS

Procurement lead times may be affected by Covid-19 pandemic
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Systems Engineering Manager

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #24-003 - 2024 General Engineering and Maintenance Support (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #24-003 (2024 General Engineering and Maintenance) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the not to exceed amount of $300,000.

BACKGROUND:
In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at $15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to $30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations
- Inspection, connection, repair, of traffic signals

DISCUSSION:
This task is for Systems Engineering and/or Maintenance Support on State of Good of Repair projects including:

- SGR-397: Traction Power Substation Replacement
- SGR-398: Overhead Catenary System
- SGR-403: Train Control Rehab and Replacement
- SGR-404: Rail Switches and Trackwork Controls
- SGR-410: Fiber Rehab and Replacement
- SGR-047: Stray Current

Examples of the Scope of work to be completed under this task include:

Train Control System Services:

- Design, material procurement, installation, testing, integration, and final commissioning for train control systems and components as required by UTA to support capital projects.
- Software development, modifications, and simulation.
- Vital and non-vital communication troubleshooting, routine and emergency maintenance, and upgrades.
- Installation and repairs of light rail and commuter rail switch heaters.

Overhead Catenary System Services:

- Infrastructure repairs, upgrades, preventative/routine maintenance and/or emergency services.

Traction Power Substation Infrastructure Services:

- Upgrade systems as determined by UTA, including material procurement, wire installation, equipment replacement and troubleshooting, communication configuration and installation, integration with UTA's Supervisory Control and Data Acquisition (SCADA) control system
- Infrastructure repairs, minor upgrades, preventative/routine maintenance and/or emergency services.

Signal and Grade Crossing Support:

- Assist with UTA and non-UTA design and construction projects including projects that interface and/or foul UTA facilities and require grade crossings and/or train control systems be taken in and out of service to support such projects during construction.

UTA-Owned Utility Locating Services:

- Locate buried utilities for projects that interface with or are near UTA owned facilities that do not show up on Blue Stakes of Utah.

Utility Interference Monitoring and Mitigation Services:

- Provide UTA with data logging, monitoring, reporting, analysis, and recommendations for instances

where UTA equipment may receive interference and in some cases damage to their equipment from third-party utilities.

Training and Materials:

- Provide training materials and curriculum including in-person and on-the-job training to UTA personnel as determined by UTA Systems Engineering and Maintenance of Way.

*Special note, this task order will expire on October 31, 2024, before which point, a new on-call contract will be established, and General Engineering services will be resubmitted under a new contract.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-24-003
Base Contract Effective Dates:	March 3, 2021 through December 31, 2025 (including exercised option years)
Extended Contract Dates:	TO 24-003 period of performance Jan 1, 2024-Oct 31, 2024
Existing Contract Value:	$22,889,769
Amendment Amount:	Not to exceed $300,000
New/Total Contract Value:	$23,189,769
Procurement Method:	RFP best value modification
Budget Authority:	5-Year Capital Plan

ALTERNATIVES:

Disapprove task order. This would prevent UTA from receiving the on-call support needed and leave RMSS without the necessary time and materials to carry out general system maintenance activities.

FISCAL IMPACT:

Funding for this task order is included in the 2024 Capital budget.

ATTACHMENTS:

Task Order #24-003

DocuSign Envelope ID: C356F6B0-A9AC-4955-B365-8579AB3B842B

TASK ORDER NO. 24-003

TASK ORDER NAME: 2024 General Engineering and Maintenance

PROJECT CODE: SGR-403

This is Task Order No. 24-003 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #24-003 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is October 31, 2024. The Final Acceptance Date for this Task is October 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $300,000. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative.

UTAH TRANSIT AUTHORITY:

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

By: _____
David Hancock, Chief Capital Services Officer Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Dean Hansen, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/25/2023
Legal Review 70E95A413BA44F6... Date

Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Ortolani
1587B142E149430...

Date: 11/22/2023

ROCKY MOUNTAIN SYSTEMS SERVICES

November 10, 2023 RMSS-52598-084

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: General Engineering and Maintenance Support 2024 - NTE

Dean,

Rocky Mountain Systems Services (RMSS) currently provides general engineering and field maintenance services on a time and material basis under Task Order #24-003 of the Systems On-call Services contract. This task order is anticipated to be utilized extensively from January 1st, 2024 to October 31st, 2024. During this duration of time for this task order RMSS will be flexible and will have rapid response time for urgent items that need immediate attention.

The total not to exceed (NTE) amount for this proposal will be **$300,000.00.**

The scope of work in this proposal covers the following on a T&M basis:

- emergency callouts
- minor software and hardware engineering
- minor field maintenance / upgrades
- minor material purchases

This amount is being established to provide general engineering and maintenance support for approximately ten (10) months. Future items that fall under this task order are mostly unknown and difficult to quantify before the need arises.

Assumptions

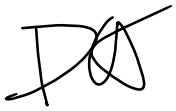
- RMSS will bill UTA based on the attached 2024 T&M Labor Rate Sheet
  - T&M rates include a 12.5% fee
  - T&M rates include an additional 1% for insurance costs
  - T&M equipment rates are based on blue book values
- Material, subcontractor, and other costs not included on the rate sheet will be billed at cost with 12.5% fee and 1% insurance included
- RMSS will provide a separate proposal for any scope that is not to be billed against this NTE task order and is not already covered under another existing task order
- RMSS assumes that no bond will be required for any T&M work under this task order

ROCKY MOUNTAIN SYSTEMS SERVICES

This proposal is valid for 45 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,



Doug Jones
Project Engineer
Rocky Mountain Systems Services

cc: Marshall Wilson – RMSS
Anthony Ortolani - RMSS

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #23-025 - 450 E. Crossover Materials (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-025 (450 E. Crossover Materials) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the not to exceed amount of $790,040.

BACKGROUND:
In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at $15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to $30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations
- Inspection, connection, repair, of traffic signals

DISCUSSION:
UTA is requesting approval of task order #23-025 with RMSS. This task order is for the procurement of long-lead materials to convert the manual crossing at 450 East to a signalized powered interlocking. See task order attachments for a list of materials.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-23-025
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023 (option years exercised to December 31, 2025)
Extended Contract Dates:	TO 23-025 period of performance through December 31, 2024
Existing Contract Value:	$23,547,055
Amendment Amount:	$790,040
New/Total Contract Value:	$24,337,095
Procurement Method:	RFP best value modification
Budget Authority:	5-Year Capital Plan

ALTERNATIVES:
Disapprove task order. Not ordering long-lead materials will delay construction.

FISCAL IMPACT:
Funding for this task order is included in the 2023 Capital Budget.

ATTACHMENTS:
Task Order #23-025

DocuSign Envelope ID: C38156B9-2E73-4446-A963-DC0C7D3E5CB2

TASK ORDER NO. 23-025

TASK ORDER NAME: 450 E. Crossover Materials

PROJECT CODE: SGR-404

This is Task Order No. 23-025 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #23-025 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31, 2024. The Final Acceptance Date for this Task is December 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $790,040. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

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

By: _____
David Hancock, Chief Capital Services Officer Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Dean Hansen, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/30/2023
70E33A415BA44F6...
Legal Review Date

_____
Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Shon Tulik
014066E9F23E4B5...

Date: 11/30/2023

ROCKY MOUNTAIN SYSTEMS SERVICES

November 10, 2023 RMSS-52598-088

Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: 450 East Power Crossover LL Material Proposal

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the procurement of the long lead materials required to power up the 450 East Crossover located on the Red Line on the UTA TRAX alignment. Powering up 450 East will result in converting this location into an interlocking.

Our lump sum price for this proposal is **$790,040.00**

Under this proposal, RMSS will procure the following materials:

SIGNAL HOUSE	Part #	Unit Cost	Quantity	Lead Time
8X12 Signal Bungalow w/ Hotel Amenities		EA	1	TBD at time of order
Coupler Case		EA	4	TBD at time of order
RS400		EA	1	TBD at time of order
Aluminum Mast Assembly		EA	2	TBD at time of order
Signals		EA	2	TBD at time of order
LCP Panel		EA	1	TBD at time of order
ALSTOM Signal Material				
Assy Term Strip Dbl Post 12	250094-300	EA	33	50 Days
Assy 4 Post Term Block	203032-000	EA	192	45 Days
Assy AGA-1	202216-001	EA	64	45 Days
Assy AGE-1	202217-000	EA	36	45 Days
Nut Insulated Harmon	013986-000	EA	100	45 Days
Plate Ground 12POS	122325-001	EA	1	95 Days
Strap Buss 1" Hole CTR 35.7 LG	132167-001	EA	9	95 Days
Assy 19" RK 7'-0" Dbltap RL Gray	202080-102	EA	3	48 Days
Din Rail STD 35mm x 7.5mm x 19.68"	124422-000	EA	4	95 Days

Assy, 9-Slot Elixs w/ Backplane	300752-000	EA	1	45 Days
Assy Elixs VTI-2S Personality Mod	227442-000	EA	1	45 Days
Assy Module EC5 VTI-2S	S251123-000	EA	1	45 Days
Assy Elixs VLD-R16S Personality Mod	227539-000	EA	1	45 Days
Assy VLD-R16S	251381-000	EA	1	15 Weeks
Assy Elixs VIO-86S Personality Mod	227537-000	EA	5	45 Days
Assy Elixs VIO-86S	251380-000	EA	5	45 Days
Assy Elixs CDU-2	251124-100	EA	1	45 Days
Assy Elixs CPS-3	251456-000	EA	1	45 Days
VPM-3 Module - Crossing	251432-200	EA	1	99 Days
Assy Elixs CIO-CLA	251329-100	EA	1	45 Days
Assy UCI-3 Module	251495-000	EA	1	45 Days
Assy Elixs GFD-1	251333-000	EA	1	45 Days
Assy MOD Elixs CIO-2A	251330-000	EA	2	45 Days
Assy Cable CIO-CLA TO LCP 10ft	075113-010	EA	1	75 Days
Assy BSA-6	250597-100	EA	1	99 Days
PNL B2 BSA-4/BSA06 MTG Gray	123729-003	EA	1	95 Days
Bar Mounting 19" Gray Powder	122272-002	EA	8	15 Weeks
Bar Tie 19" Gray Powder Coat	123160-003	EA	5	15 Weeks
Conn 7FEM .2CN CBLMT HC Lub	032773-107	EA	1	15 Weeks
Assy Switch Control Rectifier	250756-000	EA	2	15 Weeks
SYS Switch Cntrlr 110V 3-W Dual (includes one (1) spare	300601-1320	EA	3	90 Days
Final Assy E2Code ECC No Cab	00-088031-001	EA	1	99 Days
SIEMENS				
Transceiver Assembly, PSO 4000 (includes two (2) spares)	NYK:70007A4750001	EA	16	31 Weeks
Line Coupling Unit	NYK:70007A3880001	EA	28	13 Weeks
Tuned Rcvr Coupler, 3240 HZ	NYK:70007A3553240	EA	1	7 Weeks
Surge Protection, SP24-2A	NYK:40004481105AX	EA	1	7 Weeks
Link Assy, Test	NYK:024620-19X	EA	235	13 Weeks
Link, Copper 1" Centers	NYK:023839-2	EA	65	13 Weeks
Rail Magnet, 40V with Yellow Cap, B7	A2V00001689146	EA	4	61 Weeks
S25442-T3-A4 - Dynamic Loop Amplifier DEA 100	NYK:A2V00002394880	EA	4	43 Weeks
Dynamic Receiver Antenna DEA 100 MRPD	NYK:A2V00002394879	EA	4	43 Weeks
Bracket, Mounting Material No C25145-A19-D4	A2V00002414376	EA	4	74 Weeks
Relay Neutral 6FB(HD) 500 OHM A62-580	US2:400023	EA	8	13 Weeks
Relay Neutra4FB-2F-1B(HD) 500 OHM A62-310	US2:400020	EA	2	13 Weeks
Relay Neutral 6FB(HD) 500 OHM A62-262	US2:400000	EA	1	13 Weeks

Socket Assembly & Test Post Kit, Voltage for ST & Test Kit	NYK:420000-75X	EA	14	13 Weeks
S25448-C6-B300 CPU Standard	NYK:A2V00002077408	EA	1	47 Weeks
L25010-A1-P531 - Power Supply Module	NYK:A2V00082042873	EA	1	65 Weeks
V25131-A1-A733 - Power Cable CPU850	NYK:A2V00002162556	EA	1	47 Weeks
V25910-Z2-A85 - Ferrite Retractable Core in Plastic Rack	NYK:A2V00082059813	EA	1	71 Weeks
S25060-X37-D11 - Multiplexer-BGR-IMU100	NYK:A2V00082012712	EA	1	47 Weeks
Coupler, Line to Rail, Trans, 4000 HZ	NYK:70007A3994000	EA	1	7 Weeks
Coupler, Line to Rail, Trans, 3240 HZ	NYK:70007A3993240	EA	1	7 Weeks
Rail Line to Coupler, 4000 HZ	NYK:70017A3774000	EA	1	7 Weeks
Rail to Line Coupler, 3240 HZ	NYK:70017A3773240	EA	1	7 Weeks
S25060-X10-X20 - Switch Point 850	NYKA2V00082040456	EA	4	47 Weeks
C25438-B91-C84 - Antenna Pit Incl. Mounting Parts	NYK:A2V00001695691	EA	4	31 Weeks
Relay Biased Neutral 6FB 500 OHM A62-125	NYK: 400500	EA	4	13 Weeks
Coupler, Line to Rail, Trans, 2140 HZ	NYK:70007A3992140	EA	2	7 Weeks
Coupler, Line to Rail, Trans, 1180 HZ	NYK:70007A3991180	EA	1	7 Weeks
Coupler, Line to Rail, Trans, 2630 HZ	NYK:70007A3992630	EA	1	7 Weeks
Coupler, Line to Rail, Trans, 1770 HZ	NYK:70007A3991170	EA	1	7 Weeks
Rail to Line Coupler, 1770 HZ	NYK:70017A3771770	EA	1	7 Weeks
Rail to Line Coupler, 2630 HZ	NYK:70017A3772630	EA	1	7 Weeks
Rail to Line Coupler, 1180 HZ	NYK:70017A3771180	EA	1	7 Weeks
Rail to Line Coupler, 2140 HZ	NYK:70017A3772140	EA	1	7 Weeks

Clarifications

1. This proposal is only for the procurement and handling of long lead materials. All construction and design activities, except for wiring the fully furnished signal house will be handled under a separate proposal for their associated scope of work.
2. Signal cable is not included in this proposal due to the unknown final location of the signal house. RMSS will include this material with the proposal for construction and testing.
3. The intent of this proposal is to attempt to mitigate impacts from long-lead times and ongoing industry wide supply chain disruptions. RMSS will continue to make every effort to plan and implement construction activities to the extent possible to adjust for changes to procurement lead-times as they are revealed. However, due to the current state of the industry we cannot guarantee there will not be any impacts to the currently assumed timeline for commissioning of the new interlocking.

4. This proposal assumes that existing PDF and CADD files are available and will be provided to RMSS for all system level drawings if needed.
5. Three percent contingency has been included in the cost of this proposal to account for unknown variations in material pricing and shipping costs.

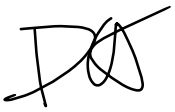
Assumptions

1. RMSS assumes the following vendors and equipment to be used into the new system:
    a. New VLC's will be provided by Alstom
    b. New equipment for track circuits, TWC equipment, and automatic trip stop equipment will be provided by Siemens
    c. Switch machines will be provided by Voestalpine Railway Systems Nortrak
    d. Switch heaters will be provided by Railway Equipment Company
    e. The new signal house will be provided by PTMW
2. All lead-times are from the time-of-order and do not include duration for task order processing and execution or product submittal review periods.

This proposal is valid for 45-days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,



Doug Jones
Project Engineer
Rocky Mountain Systems Services

cc:
Marshall Wilson – RMSS
Anthony Ortolani – RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

UTA - On Call

450 East Power Crossover LL Material

Task Order Estimate Summary

ROCKY MOUNTAIN SYSTEMS SERVICES

11/10/2023

Subcontractors	**$**	**-**
Materials	**$**	**617,192.62**
Administrative	**$**	**15,397.00**
Design/Engineering	**$**	**-**
Construction/Testing	**$**	**42,463.00**
Travel & Perdiem	**$**	**-**
Other Costs and Fee	**$**	**114,987.00**
Total:	**$**	**790,039.62**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #24-001 - 2024 Key Personnel (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #24-001 (2024 Key Personnel) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the not to exceed amount of $819,166.

BACKGROUND:
In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at $15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to $30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations
- Inspection, connection, repair, of traffic signals

DISCUSSION:
UTA has scoped the services of three full-time contract employees (Contract rates include insurance):

Project Manager $179.72 hr.

Assists UTA with contracts, schedules, budgets, cost estimating, contractor resource management and scheduling, and other project management duties as required.

Project Engineer, PE $154.97 hr.

Supports the project manager and act as a subject matter expert for transit system design, installation, testing, interfacing, and integration efforts. Provides troubleshooting for transit systems, subsystems, components, and communication systems.

Field Engineer, FE $130.23 hr.

Supports the project manager, project engineer, and UTA Systems Engineering/MOW. Acts as subject matter expert in the field for troubleshooting transit systems issues, leading maintenance, and upgrading systems.

*Special note, this task order will expire on October 31, 2024, before which point, a new on-call contract will be established, and Key Personnel will be resubmitted under a new contract.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-24-001
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023 (option years exercised to December 31, 2025
Extended Contract Dates:	TO 24-001 period of performance through Oct 31, 2024
Existing Contract Value:	$24,337,095
Amendment Amount:	Not to exceed $819,166
New/Total Contract Value:	$25,156,261
Procurement Method:	RFP best value modification
Budget Authority:	2024 Capital Services Budget

ALTERNATIVES:
Disapprove task order. RMSS would not have personnel to carry out systems maintenance activities.

FISCAL IMPACT:
Funding for this task order is included in the 2024 Operational Budget.

ATTACHMENTS:
Task Order #24-001

DocuSign Envelope ID: 72B35D65-53E9-4C3B-B044-1AC41BD16119

TASK ORDER NO. 24-001

TASK ORDER NAME: 2024 Key Personnel

PROJECT CODE: 3700.50353.92

This is Task Order No. 24-001 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #24-001 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is October 31, 2024. The Final Acceptance Date for this Task is October 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $819,166. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

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

By: _____
David Hancock, Chief Capital Services Officer Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Dean Hansen, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/30/2023
Legal Review 70E33A415BA44F6... Date

Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Shaun Tidik
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Date: 11/30/2023

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #23-026 - 200 S. Boring Services (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-026 (200 S. Boring) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the amount of not to exceed $270,974.

BACKGROUND:
In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at $15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to $30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations
- Inspection, connection, repair, of traffic signals

DISCUSSION:

This task is to construct a conduit path and install micro-duct fiber from 400 West to 500 West to support the installation of 10 new bus stops along 200 South. RMSS will obtain the necessary permits and provide traffic control for the boring of 860 feet to connect into the Frontline Headquarters IT center.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-23-026
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023 (option years exercised to December 31, 2025
Extended Contract Dates:	TO 23-026 period of performance through Oct 31, 2024
Existing Contract Value:	$25,156,261
Amendment Amount:	Not to exceed $270,974
New/Total Contract Value:	$25,427,235
Procurement Method:	RFP best value modification
Budget Authority:	5-Year Capital Plan

ALTERNATIVES:

Disapprove task order. If this task order is not approved, there will be no fiber path connection to all 10 UTA bus stops along the new 200 S corridor in Salt Lake City. This fiber path is required to operate the new real-time passenger information signs.

FISCAL IMPACT:

Funding for this task order is included in the 5-Year Capital Plan .

ATTACHMENTS:

Task Order #23-026

DocuSign Envelope ID: 0554C596-04F8-4F30-95D5-1680971C79FD

TASK ORDER NO. 23-026

TASK ORDER NAME: 200 S. Boring

PROJECT CODE: SGR-407

This is Task Order No. 23-026 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #23-026 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is October 31, 2024. The Final Acceptance Date for this Task is October 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $270,974. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative.

UTAH TRANSIT AUTHORITY:

By: _____
David Hancock, Chief Capital Services Officer Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Kristi Shinall, Project Manager Date
< $25,000

By: _____
Dean Hansen, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/30/2023
Legal Review 70E33A413BA44F6... Date

Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Ortolani
1587B142E149430...

Date: 11/30/2023

ROCKY MOUNTAIN SYSTEMS SERVICES

November 27, 2023, RMSS-52598-095

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services
- Fiber Conduit Bore
- Contract: 20-03382VW
- UTA Project ID: SGR407

Subject: Conduit Bore for 200 South between 400 W. and 500 W.

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the UTA Bus Fiber project conduit Bore between 400 W. and 500 W.

Our lump sum price for this proposal is **$ $270,974.00.**

General

With the reconstruction of 200 South in Salt Lake City, there will be Bus Stops installed at approximately Ten (10) locations between 300 West and 200 East. UTA requested RMSS to verify a conduit path from FLHQ to 200 East. All paths have been verified with the exception of the area between 400 West and 500 West on 200 south. During field verification efforts it was determined that all UDOT fiber duct banks were utilized, and we were unable to find a path through this area. UTA requested RMSS to obtain pricing to have an 860 ft bore between the two UDOT duct banks in order to create a path for the UTA fiber network in this area.

The scope of work covered in this proposal is as follows:

Bore the conduit path from 400 West to 500 West on 200 South.

- Boring and potholing for install of ~860’ of MD7 microduct with blue jacket, and proofing.
- Remove asphalt and replace as needed for bore pits. Includes T-patch in restoration.
- Permitting with SLC and UDOT if needed.
- Traffic Control and Traffic Control plans for approval.
- Trench/ road plates if needed to cover bore pits if they need to be left open overnight.
- Core cutting for MD7 to enter the two existing vaults.
- Camera existing sewer laterals for SLC (requirement).

- Import and export as needed for excavation of bore pits.

Clarifications

1. The MD7 Micro duct will have 7 ducts, one duct will be used for the 48-strand fiber being installed on the 200 S. Bus Project leaving 6 ducts for future use. The 48-strand Fiber will not be installed on this project but will be part of the future scope.

Assumptions

The Salt Lake City and UDOT departments do not have any objections to the bore.

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

Troy Nelson
Project Engineer
Rocky Mountain Systems Services

cc:
Marshall Wilson – RMSS
Anthony Ortolani – RMSS
Doug Jones - RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses.

UTA - On Call

Conduit Bore on 200 South between

Task Order Estimate Summary

ROCKY MOUNTAIN SYSTEMS SERVICES

11/27/2023

Subcontractors	**$**	**192,376.00**
Materials	**$**	**-**
Administrative	**$**	**18,516.00**
Design/Engineering	**$**	**-**
Construction/Testing	**$**	**15,732.00**
Travel & Perdiem	**$**	**-**
Other Costs and Fee	**$**	**44,350.00**
Total:	**$**	**270,974.00**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Hal Johnson, Acting IMS Director Shaina Quinn, IMS Program Manager

TITLE:

Change Order: On Demand Technologies Master Service Agreement Cost Estimate Increase and Service Order No. 5 - Southern Davis County & Southern Salt Lake County (River North Transit, LLC / Via)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve the increase in the estimated contract value to $44,500,000.00 over 5 years for the On Demand Technologies Master Services Agreement with River North Transit, LLC/Via, AND authorize the Executive Director to execute the 5th Service Order and associated disbursements with River North Transit, LLC (Via) in a not to exceed amount of $21,793,653 for both locations combined to renew the UTA On-Demand services in Southern Davis County and Southern Salt Lake County for 36 months.

BACKGROUND:
UTA has contracted with River North Transit, LLC (Via) through a Master Services Agreement (MSA), which was approved by the Board of Trustees on August 25, 2021 and executed in September 2021 to expand microtransit services and programs (UTA Contract 20-03399). Microtransit, branded as UTA On Demand, has emerged as a cost-effective coverage solution. The original estimated value of the Master Services Agreement was $32,71,486 for 5 years. This service order exceeds the previously approved estimated total contract value and therefore requires board approval of a new estimated total contract value. The revised estimate for the 5-year agreement is $44,500,000.

This agreement provides ongoing microtransit service per the Five-Year Service Plan. UTA's Innovative Mobility Solutions (IMS) group will submit annual service orders per the Five-Year Service Plan for additional hours and vehicles as needed.

This 5th Service Order would fund UTA On Demand service in Southern Davis County and Southern Salt Lake

County zones for three years.

DISCUSSION:
UTA desired a multi-year agreement to facilitate budgeting and service planning. The proposed new service order merges two separate service orders (service orders 2 and 3) into one. It extends the contract terms for three additional calendar years, 2024, 2025, and 2026, to align with Via's Master Service Agreement (MSA) term. Hourly rates are now consistent across both zones and are all-inclusive.

New not-to-exceed pricing is a base increase of +4% per year or +12% over the 3-year term. Ridership continues to grow, and this extension increases service hours in 2024 only.

	2024	2025	2026	Over 3 Years
SSLC	$5,471,674	$5,643,825	$5,869,813	$16,985,312
SD	$1,557,300	$1,593,615	$1,657,427	$4,808,342
Sum by Year	$7,028,974	$7,237,440	$7,527,240	$21,793,654

CONTRACT SUMMARY:

Contractor Name:	River North Transit, LLC (Via)
Contract Number:	20-03399-5
Base Contract Effective Dates:	September 2021-December 31,2026
Extended Contract Dates:	January 1, 2024-December 31, 2026 (this service order)
Existing Contract Value:	$22,496,445 (All Service Orders and Amendments- including all On-Demand zones)
Amendment Amount:	NTE $21,793,653 (Service Order No. 5)
New/Total Contract Value:	NTE $44,290,098
Procurement Method:	RFP
Budget Authority:	Innovative Mobility Service Budget in UTA's Operating Budget

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ALTERNATIVES:
If UTA determines not to support microtransit service in the future, UTA will develop a transition plan and updates to the Five-Year Service Plan to support any associated changes.

FISCAL IMPACT:
Current Not-to-Exceed amounts are $12,601,142 for the Southern Salt Lake County 36-month contract and $2,282,200 for the Southern Davis County 17-month contract.

The new Not-to-Exceed amount is $21,793,654 for both zones combined over three years.

ATTACHMENTS:

- 20-03399-5: New UTA On Demand, Southern Davis County & Southern Salt Lake County Service Area

(Service Order No. 5)

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SERVICE ORDER NO. 5 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-5

SERVICE ORDER NO. 5
UTA ON DEMAND - SOUTHERN DAVIS COUNTY & SOUTHERN SALT LAKE COUNTY SERVICE AREA

1. Purpose

On September 1, 2021, each of River North Transit, LLC ("**Via**") and the Utah Transit Authority ("**UTA"** or **"Customer**"), hereinafter collectively referred to as the "**Parties**," entered into an agreement entitled On-Demand Technologies and Innovative Mobility Services (the "**MSA**"). On December 15, 2021, the Parties entered into Service Order No. 2 (as amended up to the date hereof, the "**Service Order No. 2**"), under the MSA to collaborate on the UTA On Demand Deployment in southern Salt Lake County, Utah (the "**Salt Lake County Deployment**"). On July 13, 2022 the Parties also entered into Service Order No. 3 (as amended up to the date hereof, the "**Service Order No. 3**"), under the MSA to collaborate on UTA's -demand response transit service in South Davis County, Utah (the "**South Davis County Deployment**" and, together with the Salt Lake County Deployment, the "**Deployment**"). Through this Service Order No. 5 (the "**Service Order**"), with **an Effective Date** of January 1, 2024, the Parties have agreed to further extend the duration of the Deployment and otherwise amend and restate Service Order No. 2 and Service Order No. 3 as set out herein. For greater certainty, this Service Order supersedes and replaces the Service Order No. 2 and the Service Order No. 3, and Service Order No. 2 and Service Order No. 3 shall have no further legal force or effect.

Via will provide UTA with technology and technology-enabled integration services (the "**Services**"), acting as a broker coordinating the services of third party service providers to effectuate the Deployment. Via will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Via's Services will include:

- A Transportation as a Service (TaaS) solution as defined within the MSA;
- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using UTA's service ("**Riders**") to book and pay for rides through a smartphone;

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- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company ("**Vehicle Partner**") to provide access to vehicles on a rental basis to independent contractor driver partners ("**Driver Partners**") who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Data sharing and reporting as described herein.

Conflicts between this Service Order and any other terms and conditions or written agreements between the Parties, including the MSA, shall be resolved in favor of this Service Order.

2. Duration & Launch Date

The duration of the Deployment shall last for a period of 36 (thirty-six) months, until December 31, 2026, inclusive, following the Effective Date (the "**Initial Term**"), subject to year-by-year extensions based on mutual agreement of the Parties.

3. Fees

Any new regulatory fees imposed by a governmental entity related to the Services will be charged as a pass-through cost contingent on UTA's advance agreement which will not be unreasonably withheld or delayed. UTA will have the option of decreasing other Services or expenses in order to off-set these additional fees.

4. Service Parameters

Pursuant to the MSA and in accordance with Appendix A and B, Via will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis and dedicated vehicles will be offered by the Vehicle Partner to Driver Partners on a rental basis. The Parties may add additional service zones through future amendments to Appendix A, B and/or C of this Service Order. Customer may expect per vehicle hour pricing for additional service zones to align with the pricing laid out in Appendix C, provided that the service details in the additional service zones are not significantly different from existing service zones, such as vehicle type, geography, and driver requirements. Additional service zones will also require implementation fees.

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Rider Fares: Rider fares and rider fare discounts will be set by UTA. During the duration of the Deployment, discounted and promotional rider fares may be implemented upon mutual agreement between the Parties.

Fare Revenue: UTA shall maintain its partner Braintree (or follow-on commercial vendor) account throughout the Deployment and shall collect and own all revenue from service fares ("**farebox revenue**"), net of Braintree service fees, in the account.

Payments: Via will ensure acceptance of Rider payment through the Rider app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Riders may also book trips using a "paper ticket" payment method and will be permitted to ride if the Driver Partner serving that Rider's trip deems the paper ticket valid. Via will also provide a concierge booking service for Riders without smartphones. The concierge service will include a customer payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

Via will ensure the execution of any necessary registrations and licensing to perform the Services, with UTA's cooperation and assistance.

Parking: UTA shall identify and make available a UTA facility, depot, or parking lot ("**Depot/Lot**") with ample overnight parking for the Vehicle Fleet. The Depot/Lot must be in a safe and lighted area inside the boundaries of the service zone and may be owned by UTA or by a UTA partner. Such parking shall not interfere with, nor disrupt, UTA or UTA partner operations. Routine Vehicle Fleet cleaning may be performed at the Depot/Lot and no vehicle maintenance will be performed at the Depot/Lot that would otherwise require mechanic services. In the event the Depot/Lot has secured access, Vehicle Partners and Driver Partners will comply with UTA or UTA partner standard operating procedures when accessing and using the Depot/Lot.

Additional Waiver of Claims and Indemnification Regarding Stored Vehicles

In addition to the agreements and obligations undertaken in Section 19 of the MSA, Via agrees to waive any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, and to also obtain waivers from its independent contractor Driver Partners for any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, for damage to vehicles stored in Depot/Lot, provided that the requirements in Section "Parking" above are met by UTA or a UTA partner as applicable.

5. Project Team & Governance

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Via will be responsible for the integration of all relevant elements of the Deployment on a continuous basis during the course of the Deployment and will designate a project manager for this purpose (the "**Via Project Manager**") who will lead Via's Project Team. UTA will designate a project manager to be the primary point of contact with Via throughout the duration of the Deployment (the "**UTA Project Manager**"). The Via Project Manager will be in regular contact with the UTA Project Manager through informal and scheduled project meetings.

The Via Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the UTA Project Manager on an ongoing basis. The Via Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Deployment, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Via Project Manager will have no power to serve notice or amend the Agreement, or this Order.

During the course of the Deployment, Via's Project Team, led by the Via Project Manager, will liaise with the UTA Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Via will source Driver Partners to provide transportation services to UTA through the Platform.

Via will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated as defined within the MSA. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Via with the following areas covered: familiarization with the Deployment service areas; hours of service; UTA's expectations; use of the Driver App; and reporting incidents and delays in service.

Throughout the Deployment, Via will review comments and ride reviews from customers submitted through the UTA On Demand application to identify opportunities for service improvements and address concerns over Driver Partner behavior and performance.

Via will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

Via will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform. In addition, Via will provide live translation

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services to customer using their call center in order to communicate with those who have limited English proficiency. Live support for Driver Partners and riders will be provided during service days/hours. Driver Partners and riders may call or text into the service during service days/hours and will receive prompt response to their inquiry. Riders may also email into the center 24/7 with inquiries about the service and will typically receive a response to their inquiry within 24 hours.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff.

8. Marketing, Promotions, & Press

Via shall work closely with UTA to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Deployment, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Via and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by UTA.

All UTA-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Via before distribution. Via requests a minimum review time of five (5) working days for all such requests.

9. Service Goals and Objectives

The Parties agree to collaborate towards the achievement of service goals and objectives.. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review progress toward their agreed goals and objectives.

10. Data Sharing & Reporting

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Via will share data from the Deployment, including data required for the National Transit Database (NTD) Form S-10. Deployment Data shall be made available in formatted numerical and graphical reports. The Parties recognize that in order to determine the effectiveness of this Deployment, UTA may have the need to collect additional data ("**Additional Data**"). Via agrees to cooperate with UTA in obtaining and compiling such data as requested by UTA.

Deployment Data is considered Via-proprietary and confidential and is subject to the confidentiality and other protective provisions set forth in this Service Order and the MSA unless such protection is not allowed under the Utah Government Records Management Act.

Any Additional Data shall be considered Via-proprietary and confidential unless otherwise mutually agreed by the Parties in writing. The Parties agree to consider in good faith whether or not such data is public or proprietary and cooperate in appropriately protecting any data which is considered to be Via proprietary.

11. UTA Fueling Card Network

UTA and Via agree to collaborate towards the use of UTA's contract with US Bank and the Voyager Fuel Card Network (hereafter "**Fuel Card**") to reduce overall Deployment expenses and use of the Fuel Card by Via's Driver Partners for the purpose of fueling the Vehicle Fleet. For the avoidance of doubt, both parties agree that Via's Vehicle Partner will be the administrator of the Fuel Card Program and that Via is merely responsible for collaborating with UTA and its Vehicle Partner as needed.

UTA will provide Via and its Vehicle Partner and Driver Partners access to the Fuel Card network and establish an independent "Via Account" for the sole purpose of fueling the Vehicle Fleet as part of the Deployment:

- UTA will pay the monthly fueling expenses incurred by the Via Account
- UTA may review, monitor, and/or report any fueling discrepancies or concerns to Via regarding use of the Fuel Card by Driver Partners
- UTA will support Via with any set up or on-boarding required to implement the Fuel Card and/or assist with any issues or concerns during the Deployment
- If the Vehicle Partner flags to UTA issues related to the Fuel Card malfunctioning or not being usable for any reason not due to the Vehicle Partner or the Driver Partner, then UTA will support the Vehicle Partner with troubleshooting as necessary to ensure resolution of the issue. Via's Vehicle Partner will administer the day-to-day usage of the Fuel Card by Driver Partners and establish appropriate measures to limit risk of Fuel Card misuse or fraud
- Via's Vehicle Partner will establish standard operating procedures for Fuel Card usage
- Via's Vehicle Partner will monitor and review monthly fuel usage and address any issues or concerns with Driver Partners

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- Via and Via's Vehicle Partner will work with UTA to determine the best fueling locations within the service area which offer maximum fuel pricing discounts including the types of fuel used with the Vehicle Fleet
- Via will reimburse UTA for any charges made to the card due to either loss or fraudulent misuse of the Fuel Card by the Via's Driver Partners based on comparison of the revenue hours driven by each driver with the amount of fuel charged to the Fuel Card

UTA and Via agree that it is in the best interest of the Parties to minimize the use of a Driver Partner fueling a Fleet Vehicle with a personal card. However, in the event a Driver Partner experiences an issue with the Fuel Card which cannot be resolved, a Driver Partner or the Vehicle Partner may fuel a Fleet Vehicle at its own cost, and in each case be reimbursed as follows:

- Via will reimburse any Driver Partner who fuels a fleet vehicle with a personal card, ultimately passing through such expense to UTA
- Via will invoice UTA as part of the monthly service billing and provide a detailed summary for any Driver Partners or Vehicle Partner fuel reimbursements

If a Driver Partner fuels a Fleet Vehicle with a personal card, Via will make all reasonable efforts to notify the issue to UTA as to resolve the issue in a timely manner and mitigate the chances of a Driver Partner fueling a fleet vehicle with a personal card in the future. The Parties acknowledge that Via is free to delegate certain responsibilities to its Driver Partners. Such delegation does not affect privity between UTA and Via.

12. <u>Timing; Scope</u>

This Service Order shall enter into effect on January 1, 2024. All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order is in conflict with the general terms of the MSA, the specific term in this Service Order shall take precedence. This Service Order does not change any other provision of the MSA. The MSA and all amendments and addendums remain in full force and effect.

This document contains business information which Via claims to be confidential and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

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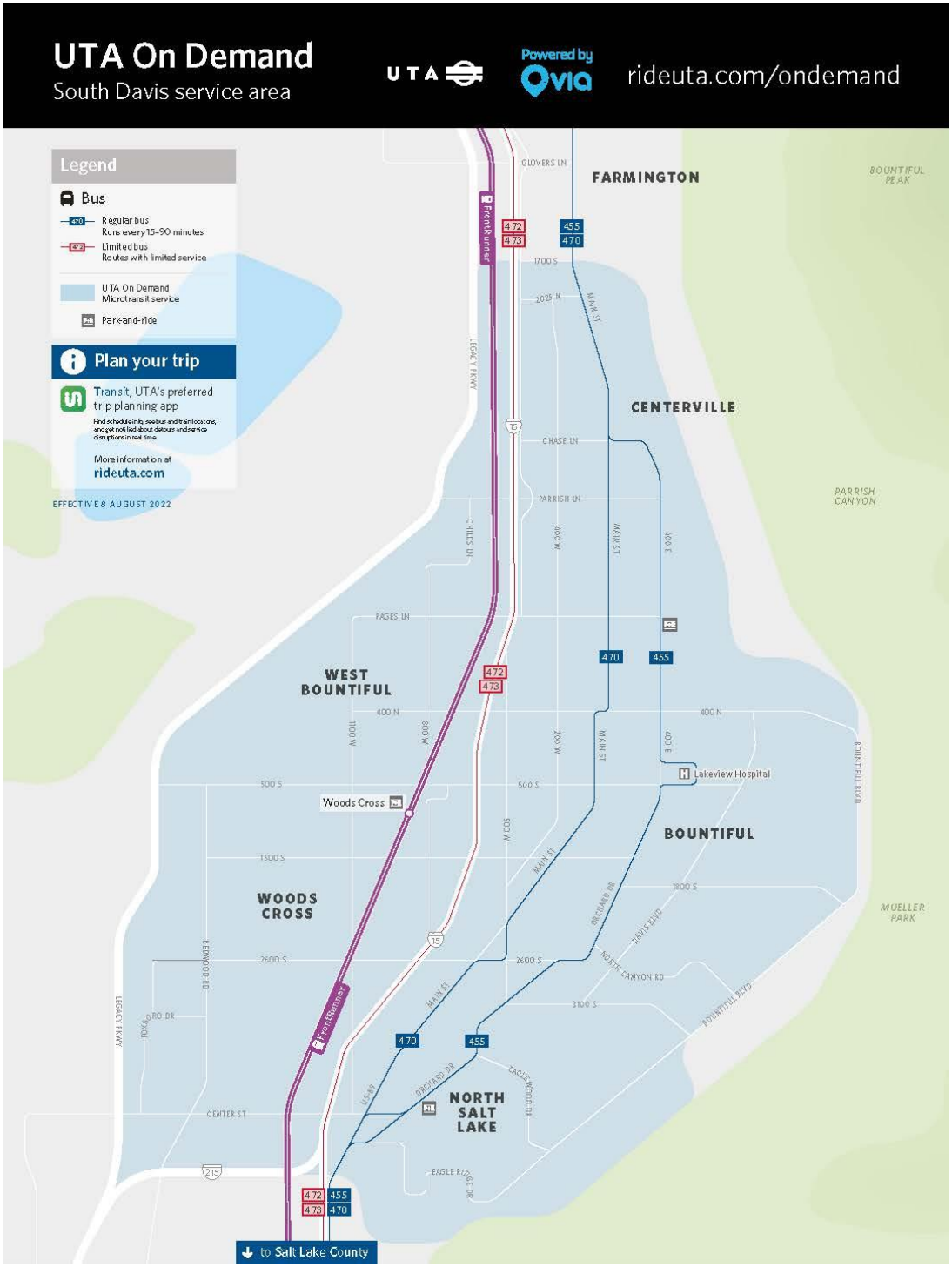
IN WITNESS WHEREOF, the Parties hereto have caused this Service Order No. 5 to be executed in duplicate as of the date first herein written.

Via: River North Transit, LLC	Customer: Utah Transit Authority
DocuSigned by: Alex Lavoie 11/2/2023 04EC418E293B4AE... Alex Lavoie Manager or River North Transit, LCC	Jay Fox Executive Director Nichol Bourdeaux Chief Planning and Engagement Officer Hal Johnson Acting Director, Innovative Mobility Solutions Recommending: Shaina Quinn, Program Manager DocuSigned by: Mike Bell 11/2/2023 70E33A415BA44F6... Mike Bell Assistant Attorney General UTA Counsel

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Appendix A

UTA On Demand by Via – Southern Davis County & Southern Salt Lake County Deployment Service Area



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South Salt Lake County Service Deployment Area



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Appendix B:
Deployment Parameters

The Parties agree to the following Deployment Parameters. Upon mutual agreement, the Parties may agree to subsequent modifications of these Parameters during the term of this Agreement.

- **Deployment Service Zone:** Approximately 28.2 square miles coverage zone in Southern Davis County, Utah. Approximately 71.1 square miles coverage zone in Salt Lake County, Utah. See Appendix A for a map of the service zone boundary.
- **Service Days/Hours:** The Deployment's operating hours shall be Monday through Friday, 6:00am to 9:00pm in South Davis County. In South Salt Lake County, the Deployment's operating hours shall be Monday through Friday, 4:00am to 12:15am, and Saturdays, 6:00am to 9:00pm.
- **Vehicle Fleet:** For South Davis County, Via's Vehicle Partner will offer a fleet of up to nine (9) branded, licensed, and insured vehicles, including four (4) Americans with Disabilities Act (ADA)-compliant Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Of the nine total vehicles, three (3) vehicles shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement. Fleet size and composition of WAVs and non-WAVs may be adjusted based upon mutual agreement of the Parties as the service grows in 2025 and 2026.

  For South Salt Lake County, Via's Vehicle Partner will offer a fleet of up to twenty six (26) branded, licensed, and insured vehicles, including nine (9) Americans with Disabilities Act (ADA)-compliant Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Of the twenty six total vehicles, six (6) vehicles shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement. Fleet size and composition of WAVs and non-WAVs may be adjusted based upon mutual agreement of the Parties as the service grows in 2025 and 2026.

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Appendix C:
Service Fees

The table below outlines the payment structure, in which UTA would be charged a price per driver hour. Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees. The Deployment shall include a fleet of vehicles as described in Appendix B, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed that listed in this Appendix C, "Not-to-Exceed Fees," of $21,793,653 for the 36-month duration of this Service Order (through December 31, 2026).

South Salt Lake

			1/1/24-12/31/24				1/1/25-12/31/25				1/1/26-12/31/26			
DESCRIPTION	UNIT	2023 UNIT PRICE	EST. MONTHLY QTY.	UNIT PRICE	EST. MONTHLY COSTS	EST. TOTAL PRICE	EST. MONTHLY QTY.	UNIT PRICE	EST. MONTHLY COSTS	EST. TOTAL PRICE	EST. MONTHLY QTY.	UNIT PRICE	EST. MONTHLY COSTS	EST. TOTAL PRICE
Vehicle Wraps	Lump sum	n/a	6	$2,500	n/a	$15,000	0	$2,600	n/a	$0	0	$2,700	n/a	$0
WAV Retrofit	Lump sum	n/a	2	$15,000	n/a	$30,000	0	$15,600	n/a	$0	0	$16,200	n/a	$0
Driver Pay (1)	1 driver hour	$27.69	8,188	$27.69	$226,726	$2,720,709	8,188	$28.80	$235,814	$2,829,773	8,188	$29.95	$245,231	$2,942,767
Vehicle Rental and WAV Costs (1)	1 driver hour	$7.46	8,188	$7.68	$62,884	$754,606	8,188	$7.99	$65,422	$785,065	8,188	$8.31	$68,042	$816,507
Live Customer Support (1)	1 driver hour	$2.53	8,188	$2.61	$21,371	$256,448	8,188	$2.71	$22,189	$266,274	8,188	$2.82	$23,090	$277,082
Other Project Operations (2)	1 driver hour	$13.26	8,188	$13.66	$111,848	$1,342,177	8,188	$14.21	$116,351	$1,396,218	8,188	$14.78	$121,019	$1,452,224
Tech. Fee & Dedicated IT Ops. (3)	1 driver hour	$3.54	8,188	$3.59	$29,394	$352,734	8,188	$3.73	$30,541	$366,495	8,188	$3.88	$31,769	$381,233
Total					**$452,223**	**$5,471,674**			**$470,319**	**$5,643,825**			**$489,151**	**$5,869,813**
Memo: Total Hourly Costs				*$55.23*				$57.44				$59.74		
Memo: Total Hourly Costs (Excl. Vehicle Rental and WAV Costs)				*$47.55*				$49.45				$55.86		

South Davis

			1/1/24-12/31/24				1/1/25-12/31/25				1/1/26-12/31/26			
DESCRIPTION	UNIT	2023 UNIT PRICE	EST. MONTHLY QTY.	UNIT PRICE	EST. MONTHLY COSTS	EST. TOTAL PRICE	EST. MONTHLY QTY.	UNIT PRICE	EST. MONTHLY COSTS	EST. TOTAL PRICE	EST. MONTHLY QTY.	UNIT PRICE	EST. MONTHLY COSTS	EST. TOTAL PRICE
Vehicle Wraps	Lump sum	n/a	4	$2,500	n/a	$10,000	0	$2,600	n/a	$0	0	$2,700	n/a	$0
WAV Retrofit	Lump sum	n/a	1	$15,000	n/a	$15,000	0	$15,600	n/a	$0	0	$16,200	n/a	$0
Driver Pay (1)	1 driver hour	$27.69	2,312	$27.69	$64,019	$768,231	2,312	$28.80	$66,586	$799,027	2,312	$29.95	$69,244	$830,933
Vehicle Rental and WAV Costs (1)	1 driver hour	$10.00	2,312	$7.68	$17,756	$213,074	2,312	$7.99	$18,473	$221,675	2,312	$8.31	$19,213	$230,553
Live Customer Support (1)	1 driver hour	$2.53	2,312	$2.61	$6,034	$72,412	2,312	$2.71	$6,266	$75,186	2,312	$2.82	$6,520	$78,238
Other Project Operations (2)	1 driver hour	$15.75	2,312	$13.66	$31,582	$378,983	2,312	$14.21	$32,854	$394,242	2,312	$14.78	$34,171	$410,056
Tech. Fee & Dedicated IT Ops. (3)	1 driver hour	$3.69	2,312	$3.59	$8,300	$99,599	2,312	$3.73	$8,624	$103,485	2,312	$3.88	$8,971	$107,647
Total					**$127,692**	**$1,557,300**			**$132,801**	**$1,593,615**			**$138,119**	**$1,657,427**
Memo: Total Hourly Costs				*$55.23*				$57.44				$59.74		
Memo: Total Hourly Costs (Excl. Vehicle Rental and WAV Costs)				*$47.55*				$49.45				$51.43		

Note: Pricing assumes 4% annual inflation.

(1) Billed on an "as used" basis. Assumes fuel card program continues and Via is not responsible for purchasing fuel. Includes capex-like items (vehicle leases and WAV costs).

(2) Includes insurance, local & central operations support, acquisition/marketing costs, vehicle re-wraps, T&E, miscellaneous office expenses, and other administrative costs.

(3) Includes Via technology access fees, cloud hosting costs (Amazon Web Services, Google Maps), third-party licensing fees for data capture, database maintenance and data visualization tools (Snowflake, Alooma, mParticle, AppsFlyer), telecommunications applications (Twilio, Leanplum, Mailchimp, and Mandrill), and customer service software (Zendesk); in addition to ongoing monthly maintenance fees for the UTA FAREPAY/pass card integration and other software maintenance costs.

Via will separately invoice UTA for marketing expenses incurred and as authorized by UTA under Section 8 of the Service Order. Via will charge its standard labor rate of $150.00 per hour for internal marketing labor cost. All other marketing expenses will be passed through at cost. The

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total combined marketing expenses incurred by Via and UTA shall not exceed $100,000. This amount is not included in the pricing table shown above.

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved.

UTA will be billed for the above fees as described below. Driver hours will be billed as incurred at the end of each month. UTA shall pay the following fees to Via:

Ongoing Invoice Fees

UTA shall pay the following fees to be invoiced monthly by Via on or around the 15th of each month:

Year 1 (January 1, 2024 – December 31, 2024): $55.23 per driver hour in ongoing project costs, to include driver partner pay, vehicle rental and wheelchair-accessible vehicle (WAV) costs, live customer support, and project operations

Year 2 (January 1, 2025 – December 31, 2025): $57.44 per driver hour in ongoing project costs, to include driver partner pay, vehicle rental and wheelchair-accessible vehicle (WAV) costs, live customer support, and project operations

Year 3 (January 1, 2026 – December 31, 2026): $59.74 per driver hour in ongoing project costs, to include driver partner pay, vehicle rental and wheelchair-accessible vehicle (WAV) costs, live customer support, and project operations

These fees are exclusive of fuel. UTA will continue to provide fuel though UTA's fuel card network at no additional cost to Via for the UTA On Demand vehicle fleet as set forth within Section 11 of this Service Order.

The above per vehicle hour amounts include and account for the Vehicle Partner's fixed costs to meet the vehicle requirements set forth herein. Such cost equals a rate of $6 per vehicle hour. For the avoidance of doubt, fuel, maintenance, and other variable costs related to vehicle upkeep are not included in the fixed vehicle costs as outlined above. The Vehicle Partner will be primarily responsible for the provision of vehicles on a rental basis to Driver Partners.

Should changes in applicable federal, state, local law result in a significant change in Via's costs, either an increase or decrease, Via or UTA may opt to renegotiate the ongoing on-demand service hour fees or level of service obtained.

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Appendix D:
Service Goals and Objectives

UTA and Via will collaborate towards the service goals and objectives for the Deployment as noted below. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review service performance metrics, track progress toward the goals listed below, and, as appropriate, to jointly re-assess strategies to ensure the Deployment's long-term success.

Objectives:

- Attract and build new ridership to promote the use of public transit rather than single-occupancy vehicle automobile trips
- Provide new mobility options for residents of the South Salt Lake County and South Davis County Deployment Service Area
- Support connections to UTA fixed route services and other popular locations for the residents of the neighborhoods served
- Provide support to UTA and local jurisdictions inside the Deployment Service Area to stimulate the local economy and small businesses
- Build brand recognition and awareness for UTA On Demand by Via

Goals:

- Ridership growth: Estimate 10% growth each year, each zone
- On-time performance: 90% of bookings "picked up" no later than 5 minutes after the planned pickup time provided to the customer at the time of booking ("Actual Planned Pickup Time" compared to "Original Planned Pickup Time")
- Service quality: No more than 3% of customer booking requests receive a "seat unavailable" error, on average (at least 97% average "Met Demand")
- Service efficiency: Average service utilization between 2.0 and 3.5 completed passenger trips per driver shift hour
- Cost efficiency: Average cost per ride $20.00 or lower

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Hal Johnson, Acting IMS Director Shaina Quinn, IMS Program Manager

TITLE:

Revenue Change Order: Second Amendment to the Microtransit Cooperative Agreement (Salt Lake City Corporation)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize the Executive Director to execute the second amendment to the agreement with Salt Lake City Corporation for renewal of the UTA On-Demand SLC Westside service.

BACKGROUND:
The UTA/Salt Lake City Microtransit Cooperative Agreement was approved by the UTA Board of Trustees on Octoer 13, 2021 as an agreement to fund and deploy SLC westside microtransit service. This amendment provides ongoing microtransit service per the Five-Year Service Plan. UTA's Innovative Mobility Services group will submit annual requests per the Five-Year Service Plan for additional hours and vehicles as needed.

UTA has contracted with River North Transit, LLC (Via) through a Master Services Agreement (MSA) which was executed in September 2021 to expand microtransit services and programs (UTA Contract 20-03399). Microtransit, branded as UTA On Demand, has emerged as a cost-effective coverage solution.

This 2nd contract amendment would fund UTA On Demand service in the Salt Lake City Westside zone for the next calendar year.

DISCUSSION:
UTA and SLC desire to extend this agreement as a cost-effective coverage solution. This contract amendment extends the terms for one additional calendar year in 2024. The service is fully sponsored by $3M from Salt

Lake City. Previously, $1.9M was provided in 2023.

Ridership continues to grow, and this amendment allows new driver hours to support increases. New pricing is an increase of +2% effective July 1, 2024.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City Corporation
Contract Number:	21-P00119-2
Base Contract Effective Dates:	December 13, 2021 - December 31, 2023
Extended Contract Dates:	January 1, 2024 - December 31, 2024
Existing Contract Value:	$3,800,000
Amendment Amount:	$3,000,000
New/Total Contract Value:	$6,800,000
Procurement Method:	N/A
Budget Authority:	Innovative Mobility Solutions 2024 Budget

ALTERNATIVES:

If UTA were to determine not to support microtransit service in the future, UTA will develop a transition plan and updates to the Five-Year Service Plan to support any associated changes.

FISCAL IMPACT:

The Salt Lake City Westside microtransit service is fully sponsored by Salt Lake City. The current Not-to-Exceed amount is $1,900,000 for the 2023 contract amendment. The new Not-to-Exceed amount is $3,000,000 for the 2024 contract amendment.

ATTACHMENTS:

- UTA-SLC Amendment 2 #21-P001 19-2

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SECOND AMENDMENT TO MICROTRANSIT COOPERATIVE AGREEMENT

UTA Contract No. 21-P00119-2
SLC Contract No. 06-3-22-3959

THIS SECOND AMENDMENT TO THE MICROTRANSIT COOPERATIVE AGREEMENT ("Second Amendment") by and between Salt Lake City Corporation, a Utah municipal corporation ("City") and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA") is made effective as of the date the City Recorder attests the applicable City signature (the "Effective Date").

WHEREAS the City and UTA ("the Parties") made and entered into a MICROTRANSIT COOPERATIVE AGREEMENT FOR OPERATION OF SALT LAKE CITY'S TRIPS TO TRANSIT MICROTRANIST SERVICE ("MCA") recorded with the City Recorder on February 4, 2022; and

WHEREAS the term of the MCA was initially 12 months from February 4, 2022 with the possibility of 4 additional year-by-year extensions based on the mutual agreement of the Parties; and

WHEREAS, the Parties extended the MCA from February 4, 2023 to December 31, 2023 pursuant to that certain First Amendment to the Microtransit Cooperative Agreement ("First Amendment") dated as of December 13, 2022 and recorded with the City Recorder on January 11, 2023; and

WHEREAS, the amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing for the period beginning December 31, 2022 through December 31, 2023 (the "2023 Calendar Year") was previously set at $1.9 million pursuant to the First Amendment; and

WHEREAS, the Parties desire to increase the Total Not-to-Exceed pricing for the 2023 Calendar Year to cover increased microtransit service levels provided during that period; and

WHEREAS, the Parties further desire to extend the MCA from January 1, 2024, until December 31, 2024 (the "2024 Calendar Year") on the terms and conditions contained in the MCA, as well as set the Total Not-to-Exceed pricing for the 2024 Calendar Year.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term of the MCA is hereby extended for an additional period of time from January 1, 2024, to December 31, 2024.

2. The amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing for the 2023 Calendar Year shall be increased by $642 thousand dollars from the previous amount of $1.9 million dollars, for a 2023 Calendar Year Total Not-to-Exceed amount of $2.542 million dollars.

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3. The amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing shall be set at $3.0 million dollars, as more specifically calculated in the Salt Lake City Microtransit 2024 Deployment Budget below, which shall cover the period beginning on January 1, 2024 and extending through December 31, 2024. All other payment provisions contained in Paragraph 4 and Exhibit A of the MCA shall be applicable to this extension period. Notwithstanding the foregoing, all financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

SALT LAKE CITY MICROTRANSIT 2024 DEPLOYMENT BUDGET

12 Month Deployment Budget	
a. MSP Operational Expenses	$2,645,955
b. Fuel and Charging Expenses	$65,250
c. UTA Operations Support	$135,560
d. Marketing and Communications	$50,000
Total Estimated 12 Month Deployment Budget	$2,896,765
e. City's Project Contingency	$103,235
Total Not-to-Exceed	$3,000,000

4. The Parties understand and agree that the City budget cycle runs on a July 1 through June 30 Fiscal Year schedule, and as such, the Parties understand and agree that the City's financial commitment for the period from July 1, 2024 through December 31, 2024 remains subject to City Council's appropriation of funds pursuant to the 2024-2025 Fiscal Year budget approval process. City anticipates appropriating the required amount of funds to fulfill the 2024 Calendar Year Total Not-to-Exceed amount.

5. All other terms and conditions of the MCA and the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the Effective Date.

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UTAH TRANSIT AUTHORITY

_____

Jay Fox
Executive Director

_____

Nichol Bourdeaux
Chief Planning and Engagement Officer

_____

Hal Johnson
Acting Director, Innovative Mobility Solutions

_____

Recommending: Shaina Quinn
Program Manager

DocuSigned by:
Mike Bell 11/13/2023
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Mike Bell
Assistant Attorney General
UTA Counsel

SALT LAKE CITY CORPORATION

DocuSigned by:
Blake Thomas 11/13/2023
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Blake Thomas
Director of Community and Neighborhoods

CITY RECORDER

ATTEST AND COUNTERSIGN:
Minutes and Records Clerk

_____

APPROVED AS TO FORM:

DocuSigned by:
Sara Montoya 11/13/2023
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Sara Montoya
Senior City Attorney

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements
- **Wayfinding Phase II - Blue Line**
- **Right of Way Program Manager**

AGENDA ITEM TYPE:
Pre-Procurement

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
Utah's Public Transit District Act requires all contracts valued at $200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- ***Wayfinding Phase II - Blue Line.*** This is a procurement to contract with a firm to fabricate, install and replace all the aluminum wayfinding signage and information kiosks on the Blue Line TRAX platforms (approximately 550 signs and 200 Information kiosks). The signage being replaced is the original signage that was installed as part of the Blue Line construction in 1999 and is now 24 years old. In addition to much of the signage showing significant deterioration, the signage is also inconsistent with other wayfinding signage across the rest of the UTA TRAX system. This project is part of a multiyear implementation of the UTA Wayfinding Plan published in 2018. Funding for this project is included in the Capital Projects budget under MSP198. This contract will have a term of 12 months and the procurement

will be conducted as an RFP. (req. 12921, GJ LaBonty)

- ***Right of Way Program Manager.*** This is a procurement to contract with a firm to provide right of way acquisition services to help UTA deliver real estate needs in a timely manner. The types of services the firm will provide include corridor preservation expertise, relocation services, acquisition services, appraisal reviews, lead agent services, title and closing services, and general management of programs and processes. Projects expected to utilize these services immediately are the Box Elder and Weber County corridor preservation projects and corridor preservation for the FrontRunner South Extension. Other projects will be able to utilize this contract as needed. Funding for this contract is included in the Capital Projects budget under codes MSP140, 193, and 264. This contract will be for a term of 3 years, plus two 1-year options for extension, and the procurement will be conducted as an RFQu, where selection will be based on the most qualified firm. (Req. 12611, Janelle Robertson)

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Fare Strategy
Shaina Quinn, IMS Program Manager

TITLE:

Promotional Fare Request: 2024 UTA On Demand Service Multi-Rider Fare

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to extend the Multi-rider Fare Promotion on UTA On Demand Service through December 31, 2024.

BACKGROUND:
Earlier this year, the UTA Board of Trustees authorized the Executive Director to extend fare promotions and discounts on UTA On Demand Services through December 2023. This included the extension of the Multi-rider Pilot Fare, wherein a customer can book a ride for more than one rider at no additional cost. The purpose of this promotion is to improve service efficiencies and the user experience. For background:

UTA On-demand fare is $2.50 per rider. If a group is travelling to the same destination, there is no ability to charge each individual rider separately when booking a trip. As a result, multiple vehicles may be dispatched despite the group's intention to travel together. The multi-rider promotion ensures that the group can travel together.

This promotion will expire at the end of this year and staff recommends extending one additional year through December 31, 2024.

DISCUSSION:
Staff recommends extending the Multi-rider Fare Promotion for one (1) additional year through December 31, 2024. In doing so, On Demand will continue to improve service efficiencies and create a better experience for

the customer.

Total foregone revenue in 2023 is estimated to be about $ 80,500. However, this was offset by $138,000 in service efficiencies savings.

The Multi-rider Pilot Fare has increased service efficiencies by seventy-one percent (71%) and saved the agency an estimated $276,000 in total cost per ride since the fare's implementation in January 2022.

ALTERNATIVES:
Do not approve the promotional fare request and require riders wishing to split fare payment to request and pay for their trip separately.

FISCAL IMPACT:

- Foregone fare revenue in 2024 is estimated to be between $100,000 and $130,000. This increase will largely be driven by the increase in On-Demand service that will be implemented in 2024.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Cherryl Beveridge, Chief Operating Officer
PRESENTER(S):	Russ Fox, Director of Planning Camille Glenn, Regional General Manager, Mt. Ogden

TITLE:

Fare Agreement: Ski Bus Agreement (Davis County)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Ski Bus Agreement with Davis County for the 2023/2024 season.

BACKGROUND:
Utah Transit Authority and Davis County ("the County") have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, the resort and UTA have contracted together to provide transit service to Employees and Ski Pass holders. UTA is proposing to continue to pay sixty (60) percent of the operating costs for this service, with Morgan and Davis Counties splitting the remaining forty (40) percent based on the existing cost allocation methodology. The resulting 2023/2024 contract cost to Davis County will be $85,641.

DISCUSSION:
UTA staff recommends renewing the partnership with Davis County to provide the 2023/2024 ski service. Davis County will fund a portion of the operating cost of the ski bus service between Layton FrontRunner Station and Snowbasin Ski Resort. UTA will provide EFC Passes to be used by Resort Employees and Season Pass Holders on Ogden Ski Bus Service.

CONTRACT SUMMARY:

Contractor Name:	Davis County
Contract Number:	23-P00310
Base Contract Effective Dates:	December 9, 2023-March 24, 2024 (with optional daily renewals until April 14, 2024)
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$85,641.00 in revenue
Procurement Method:	N/A
Budget Authority:	Operating Budget

ALTERNATIVES:

Do not enter into an agreement with Davis County and forego revenue and ridership

FISCAL IMPACT:

Revenue for the 2023/24 Ski Season will be $85,641.00. This represents an increase in revenue of $36,110.00 as compared to the 2022/23 contract value.

ATTACHMENTS:

Contract

2023-2024 SKI BUS SERVICE AND PASS DISTRIBUTION AGREEMENT

This Ski Bus Service and Pass Distribution Agreement ("Agreement") is effective on the last date of signature below ("Effective Date"), by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and DAVIS COUNTY, a political subdivision of the State of Utah, hereinafter referred to as "County".

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the County.

B. The County desires that UTA provide ski bus service to Snowbasin Ski Resort ("Snowbasin") and is willing to help defray the costs of such service; and

C. The County and UTA desire to make transit passes available to encourage individuals to ride the ski bus service.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. This Agreement shall be effective from Effective Date through March 29, 2024.

2. Ski Bus Service. UTA agrees to operate ski bus service between the Layton FrontRunner Station, located at 150 South Main St., Layton, Utah, to Snowbasin (hereafter, the "Service"). The route, schedule, stop locations, park and ride lot(s), and other characteristics of the Service are defined in the Operating Plan attached hereto as Exhibit A. UTA shall provide the Service for 107 days (73 regular non peak days and 34 peak days) beginning on December 9, 2023, and ending on March 24, 2024. The County acknowledges that weather conditions, road closures, and other issues outside of UTA's control may result in UTA modifying the route and schedule set forth in the Operating Plan.

3. Cost and Payment of Service. The Service described is based upon the per-day direct operating cost of approximately $747.00 for each regular day and $915.00 for each peak day of service to Snowbasin. The County agrees to pay UTA the sum of eighty-five thousand, six hundred and forty-one dollars ($85,641.00) to provide the Service. Parties may mutually agree to extend dates of service at the above daily rate dependent on peak or non-peak days up to April change day. The County shall pay UTA the amount owed on or before January 31st of each contract year. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the Service. In the event that the Parties jointly

determine that additional service is warranted, then additional service days can be scheduled on a per-day basis with the level, amount, timing and payment for the additional service to be memorialized in a separate written agreement as set forth in Paragraph 7.

4. Fares. UTA shall charge passengers using the Service its standard ski bus fare of $5.00 for each one-way trip. This fare is subject to any system-wide fuel surcharge imposed by UTA. UTA will process transfers from its other transit services as provided for by its standard fare policies, which are located at www.rideuta.com.

5. EFC Transit Passes.

A. EFC Passes. UTA agrees to make electronic fare card transit passes ("EFC Passes") available to Snowbasin Employees and Season Pass Holders for use on the Service. UTA agrees to accept EFC Passes as fare on UTA's ski buses for each EFC Pass holder who taps-on and taps-off pursuant to UTA's Electronic Fare Collection Enforcement Rules. The Passes will be considered valid fare on the Service as well as connecting bus service. The Passes will not be valid on any other UTA service, including, but not limited to, regular bus routes, express bus routes, paratransit, flex routes, Park City Connect, FrontRunner, TRAX, and any other service. Passes are not transferrable. Use of UTA's transportation system is subject to the rules, regulations and ordinances promulgated by UTA at its sole discretion. UTA may implement additional rules or procedures related to the redemption and use of the EFC Passes as reasonably necessary.

B. Distribution of Passes. UTA agrees to provide up to five hundred (500) EFC Passes to the County for distribution to Snowbasin's employees and season pass holders. The cost of the EFC Passes is included in the contracted amount set forth in Paragraph 3. The County shall provide UTA with the names of each employee and season pass holder issued an EFC Pass as well as the corresponding EFC Pass number. The County represents and warrants that it has notified Snowbasin that EFC Passes may only be issued to and used by Snowbasin's employees and season pass holders and that Snowbasin is prohibited from charging more than $10.00 for each EFC Pass. In the event Snowbasin or its representatives distribute EFC Passes to anyone other than its employees and season pass holders, UTA may revoke and confiscate the EFC Passes and unauthorized individuals using an EFC Pass may also be subject to civil citations and criminal penalties.

6. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event this Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service. UTA shall refund the County the amount owed no later than 30 days after termination of this Agreement.

7. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

8. Indemnification. Both the County and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the County of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by

contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

13. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts, or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

14. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

15. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

16. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, -then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

17. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to the County:
Davis County
ATTN: Kent Andersen
61 S. Main St, Suite 304
P.O. Box 618
Farmington, Utah 84025

If to UTA:
Utah Transit Authority
ATTN: Russ Fox
669 West 200 South
Salt Lake City, Utah 84101

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

18. Project Manager. The UTA Project Manager for this Agreement shall be Mt. Ogden Regional General Manager or designee.

19. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Higgins, or designee.

20. Counterparts: Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto on the last date of signature below.

UTAH TRANSIT AUTHORITY

By:_____Date:_____

Name:_____

Title:_____

By:_____Date:_____

Name:_____

Title:_____

DAVIS COUNTY CORPORATION

By:_____Date:_____

Name:_____

Title:_____

By:_____Date:_____

Name:_____

Title:_____

Approved as to Form:

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 11/16/2023

Name: Mike Bell

Title: Utah Assistant Attorney General

EXHIBIT A

Davis County Ski Bus Service — Operating Plan

a. Route. The Ski Bus Service will operate along one route from the Layton FrontRunner Station, terminating at Snowbasin Ski Resort, as shown, and depicted on the maps and schedules attached hereto. Buses traveling from the ski resort to the Layton FrontRunner Station will travel the same route, in the reverse direction. The routing is depicted on Exhibit B hereto.

b. Stops. The Ski Bus Service will stop at some or all of the following locations:

- Layton FrontRunner Station
- Layton Hills Mall
- Layton Hotel District
- Antelope Drive and Highway 89 Park and Ride Lot
- South Weber Park and Ride Lot
- Mtn Green, Old Highway Rd and State Road 167 (Trappers Loop).
- Snowbasin Ski Resort

The stops are shown on Exhibit B hereto.

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

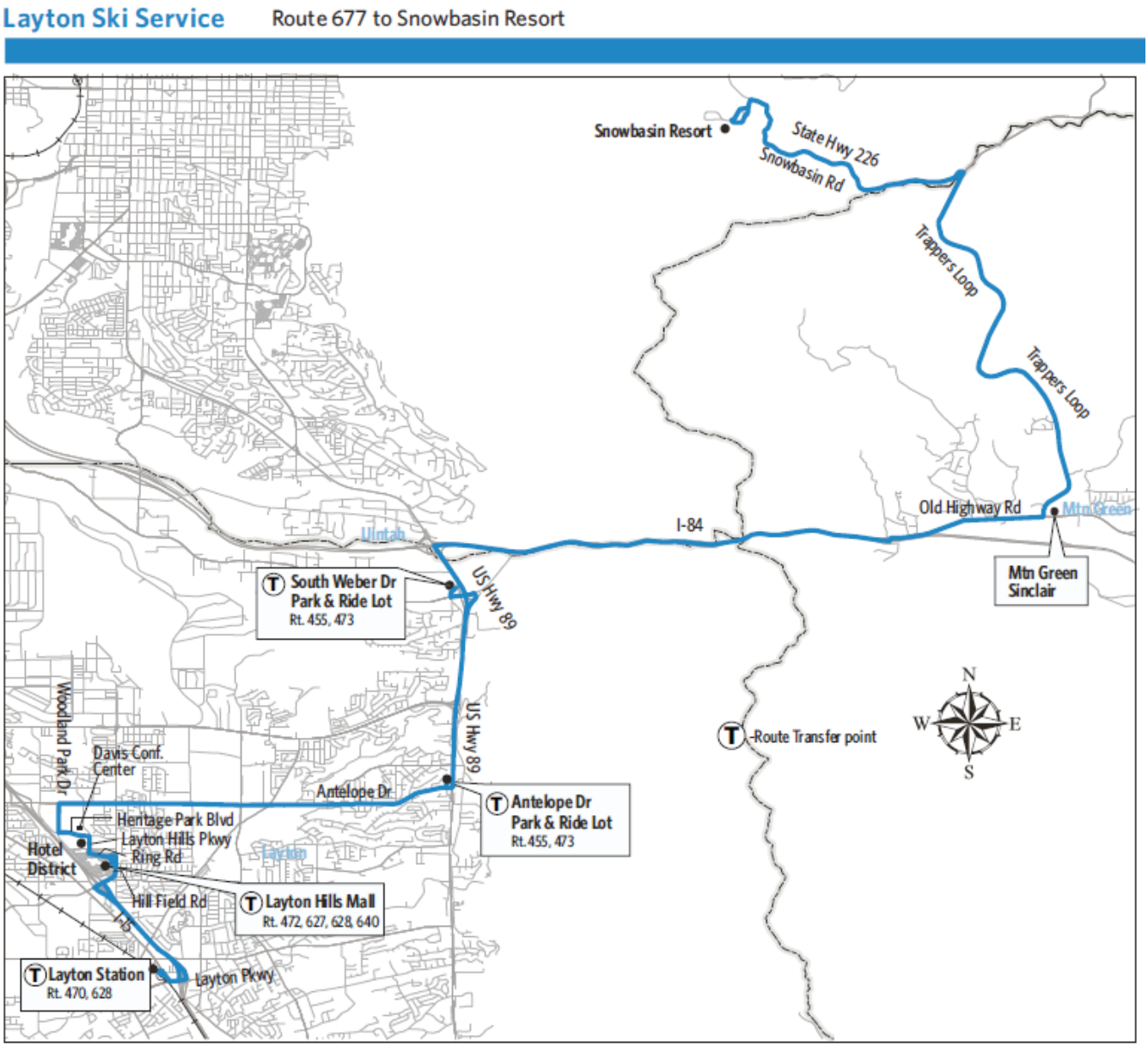
c. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Layton FrontRunner Station
- Layton Hills Mall
- Antelope Drive and Highway 89 Park and Ride Lot
- South Weber Park and Ride Lot

d. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

EXHIBIT B

The routes and service times for Route 677 will be consistent with public information as shared on rideuta.com



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Camille Glenn, Regional GM Mt. Ogden Business Unit

TITLE:

Fare Agreement: Ski Bus Agreement (Snowbasin Resort Company)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize Executive Director to execute the Ski Bus Agreement with Snowbasin Resort Company

BACKGROUND:
Utah Transit Authority and Snowbasin Resort Company ("the Resort") have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For over 20 years, the Resort has contracted with UTA to provide transit service to employees and Ski Pass holders.

For the 2022-23 Ski Season, Snowbasin Resort Company and UTA entered into a Ski Bus Agreement. As part of the agreement, the Resort received transit passes to be given to their authorized users which included employees and season pass holders. This agreement expired in March 2023.

DISCUSSION:
In the spirit of Snowbasin and UTA's working relationship, both partners desire to enter a one (1) year Ski Service Agreement for the 2023-24 ski season. The value of this agreement will be $74,574 and will provide the resort with transit passes to be given to their authorized users.

CONTRACT SUMMARY:

Contractor Name:	Snowbasin Resort Company
Contract Number:	23-F0376
Base Contract Effective Dates:	December 9, 2023 through March 24, 2024 with options to extend on a per day basis
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$74,574
Procurement Method:	N/A
Funding Sources:	Snowbasin Resort Company

ALTERNATIVES:

Do not enter into an agreement with Snowbasin Resort Company and forego revenue and ridership.

FISCAL IMPACT:

Revenue shall be $74,574 for the 2023-24 Ski Season which is a slight decrease as compared to the previous year's revenue ($74,611).

ATTACHMENTS:

Contract

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SKI BUS SERVICE AGREEMENT
Snowbasin Resort Company 2023/2024

This Ski Bus Service Agreement (this "Agreement") is made effective the 9th day of December, 2023 (the "Effective Date") by and between Snowbasin Resort Company, whose notice address for purposes of this Agreement is 3925 Snow Basin Rd, Huntsville, Ut 84317 (hereinafter referred to as the "Sponsor") and UTAH TRANSIT AUTHORITY, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Both the Sponsor and UTA recognize the benefits of public transit for individuals, employers and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Sponsor desires to participate in Ski Bus Service Agreement pursuant to the terms and conditions set forth in this Agreement including Exhibits "A," "B," and "C".

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1) Defined Term:

Authorized User: Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.

Pass: A card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

2) Term of Agreement. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date to March 24, 2024 with options for daily extension rates depending on peak or non-peak service.

3) Ski Bus Service. UTA agrees to operate ski bus service on schedules and routes determined by the UTA and Snowbasin based on needs of Snowbasin and on an assessment of ridership demand as compared to resources available. Details can be found in Exhibit A.

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4) Passes. Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.

    a. Authorized users under this agreement shall not exceed two-thousand (2000).
    b. Additional users may be added at a negotiated fee in addition to the base purchase price found in Exhibit B and C. To request additional users, please send an email request to kkunkel@rideuta.com.

5) Pass Recognized as Transit Fare. For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.

6) Passes for Non-Connecting Services. It is the responsibility of the Administer to restrict use on these non-connecting services by making a written request to efcoperations@rideuta.com or by indicating on the Administrator's bulk import file sent to bulkimport@rideuta.com that the User's Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request or bulk import

7) Cost and Payment. In consideration of the obligations each party has assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each year during the Term as described in Exhibit B and C. Payment shall be made in 3 equal installments, and UTA will invoice the Sponsor on January 1, February 1, and March 1 of each contract year. Payment shall be due within thirty (30) days after the invoice date.

8) UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.

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9) UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.

10) Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is an Sponsor-provided card, UTA will return it to Sponsor.

11) Reporting

a. Partner Website. The UTA agrees to provide the following information to Sponsor through www.tap2rideuta.com which may be accessed by Sponsor at any time: (1) Ridership- parameters include a date range with trip counts by pass number or service type; (2) active passes- a count of total active passes; (3) pass Summary- the current status of each pass, the pass number, and property field to the extent completed by Sponsor; and (4) action history- a summary of all changes made to passes. Sponsor may access this information at www.tap2rideuta.com by selecting "reports."

b. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

c. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

d. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.

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e. Non-Connecting Service Report. The UTA will provide Sponsor with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

12) Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

13) Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

14) Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.

15) Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the non-defaulting party may terminate this Agreement.

16) Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

17) Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.

18) Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

19) Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties,

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give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

20) Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

21) Authorization. The persons executing this Agreement on behalf of a party represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

22) Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

23) Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to:

Snowbasin Resort Company			Utah Transit Authority
Attn:			Russ Fox
Address			669 West 200 South
Address 2			Salt Lake City, Utah 84101
City, State, Zip			

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall

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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.

24) Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY:

By:_____ Date:_____

Name:_____

Title:_____

By:_____ Date:_____

Name:_____

Title:_____

SNOWBASIN RESORT COMPANY:

By:_____ Date:_____

Name:_____

Title:_____

Approved As to Form:

DocuSigned by:

By: Mike Bell Date: 11/30/2023

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Name: Mike Bell

Title: Utah Assistant Attorney General

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EXHIBIT A
WEBER COUNTY SKI BUS SERVICE-OPERATING PLAN 2023/24

Route. The Ski Bus Service will run route from the Ogden Transit Center, terminating at the Snowbasin Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Snowbasin to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto. B.

Stops. The Ski Bus Service will stop at some or all of the following locations:

- Ogden Central
- 24th St. & Lincoln Ave
- 26th St. & Grant Ave (Ogden)
- 25th Washington Blvd.
- 23rd St. & Washington Blvd.
- 12th Street and Washington Blvd., East/West bound
- Ogden Canyon Park and Ride Lot
- Anderson Cove (Huntsville)
- Snowbasin Ski Resort

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Ogden Canyon Park and Ride

Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

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EXHIBIT 1

The routes and service times for Route 675 will be consistent with public information as shared on rideuta.com

675 To Snowbasin

Ogden Central	24th St & Lincoln Ave	26th St & Grant Ave	25th St & Wasington Blvd	23rd St & Washington Blvd	12th St & Washington	Ogden Canyon Park & Ride	Anderson Cove (Huntsville)	Snow Basin Ski Resort
736a	739a	741a	742a	744a	749a	755a	808a	835a
❄ 748	751	753	754	756	801	807	820	847
801	804	806	807	809	814	820	833	900
901	904	906	907	909	914	920	933	1000
1001	1004	1006	1007	1009	1014	1020	1033	1100
1101	1104	1106	1107	1109	1114	1120	1133	1200p
1201p	1204p	1206p	1207p	1209p	1214p	1220p	1233p	100
101	104	106	107	109	114	120	133	200
216	219	221	222	224	229	235	248	315

❄-Trips run only on Peak Service Days.

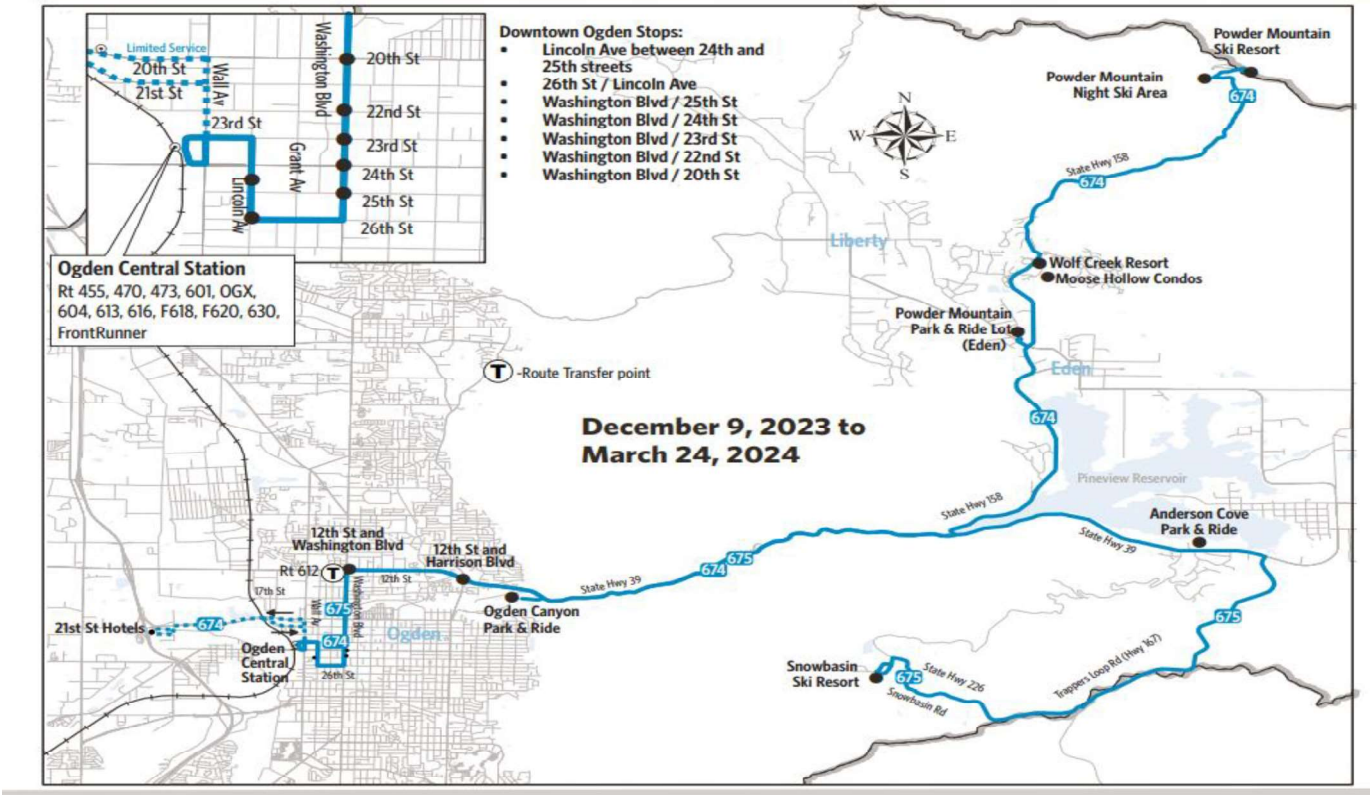
To Ogden Station

DESTINATION TIMEPOINTS

Snow Basin Ski Resort	Anderson Cove (Huntsville)	Ogden Canyon Park & Ride	12th St & Washington	23rd St & Washington Blvd	25th St & Wasington Blvd	26th St & Grant Ave	24th St & Lincoln Ave	Ogden Central
1140a	1157a	1215p	1220p	1226p	1228p	1229p	1232p	1235p
1240p	1257p	115	120	126	128	129	132	135
140	157	215	220	226	228	229	232	235
240	257	315	320	326	328	329	332	335
330	347	405	410	416	418	419	422	425
❄ 415	432	450	455	501	503	504	507	510
445	502	520	525	531	533	534	537	540

❄-Trips run only on Peak Service Days.

Ogden Ski Service — Route 674 to Powder Mountain Resort — Route 675 to Snowbasin Resort



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EXHIBIT B
BASE PURCHASE PRICE
Ski Service

Contract Year	Term Dates	Base Purchase Price
Y1	December 9, 2023-March 24, 2024	$74,574
Per Day Non-Peak	Option to extend service after March 24, 2024 on a per day basis	$745
Per Day Peak	Option to extend service after March 24, 2024 on a per day basis	$798

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EXHIBIT C
WORKER SERVICE PRICE

Contract Year	Term Dates	Base Purchase Price
Y1	December 9, 2023-March 24, 2024	$24,751
	Option to extend service after March 24, 2024 on a per day basis	$233

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Camille Glenn, Regional GM Mt. Ogden Business Unit

TITLE:

Fare Agreement: Ski Bus Agreement (SMHG Management LLC/Powder Mountain)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Ski Bus Service Agreement with SMHG Management/Powder Mountain.

BACKGROUND:
Utah Transit Authority and SMHG Management/Powder Mountain ("the Resort") have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, the resort and UTA have contracted together to provide transit service to employees and ski pass holders.

This past ski season, SMHG Management/Powder Mountain and UTA entered into a Ski Bus Agreement Amendment to provide service in the Canyon. As part of the agreement, the resort was provided with transit passes to be given to their authorized users which included employees and season pass holders. This contract expired in March 2023.

DISCUSSION:
In the spirit of SMHG Management/Powder Mountain and UTA's working relationship, both partners desire to enter a one (1) year Ski Bus Agreement for the 2023-24 ski season. The value of the service provided shall be $83,464 and the resort shall receive transit passes to be given to their authorized users.

CONTRACT SUMMARY:

Contractor Name:	SMHG Management/Powder Mountain
Contract Number:	23-F0377
Base Contract Effective Dates:	December 9, 2023 through March 24, 2024 with option to extend on a per day basis
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$83,464
Procurement Method:	N/A
Funding Sources:	SMHG Management/Powder Mountain

ALTERNATIVES:

Do not enter into an agreement with SMHG Management/Powder Mountain and forego revenue and ridership

FISCAL IMPACT:

Revenue will be $83,464 which represents an increase of about $25,000 as compared to the previous ski season.

ATTACHMENTS:

Contract

DocuSign Envelope ID: 9163D9DB-D03D-447E-A204-35679809AE71

SKI BUS SERVICE AGREEMENT
SMHG Management LLC,
a Delaware limited liability company
"Powder Mountain" 2023-2024

This Ski Bus Service Agreement (this "Agreement") is made effective the 9th day of December, 2023 (the "Effective Date") by and between SMHG Management LLC, a Delaware limited liability company, whose notice address for purposes of this Agreement is P.O. Box 1119, Eden, Utah 84310 (hereinafter referred to as the "**Sponsor**") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("**UTA**").

RECITALS:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Both the Sponsor and UTA recognize the benefits of public transit for individuals, employers and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Sponsor desires to participate in Ski Bus Service Agreement pursuant to the terms and conditions set forth in this Agreement including Exhibits "A and "B".

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Defined Term:
    a. Authorized User: Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.
    b. Pass: A card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

2. Term. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date through and including March 23, 2024. Options for day-to-day peak and non-peak service available for extension on a per day basis.

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3. Ski Bus Service. UTA agrees to operate ski bus service on schedules and routes determined by the UTA and Snowbasin based on needs of Snowbasin and on an assessment of ridership demand as compared to resources available. Details can be found in Exhibit A.

4. Passes. Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.

    a. Authorized users under this agreement shall not exceed two-thousand (2000)
    b. Additional users may be added at a negotiated fee in addition to the base purchase price found in Exhibit B. To request additional users, please send an email request to kkunkel@rideuta.com.

5. Pass Recognized as Transit Fare. For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.

6. Passes for Non-Connecting Services. It is the responsibility of the Administer to restrict use on these non-connecting services by making a written request to efcoperations@rideuta.com or by indicating on the Administrator's bulk import file sent to bulkimport@rideuta.com that the User's Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request or bulk import

7. Cost and Payment. In consideration of the obligations each party has assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each year during the Term as described in Exhibit B Payment shall be made in 3 equal installments, and UTA will invoice the Sponsor on January 1, February 1, and March 1 of each contract year. Payment shall be due within thirty (30) days after the invoice date.

    a. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.

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b. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.

8. Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is an Sponsor-provided card, UTA will return it to Sponsor.

9. Reporting

c. Partner Website. The UTA agrees to provide the following information to Sponsor through www.tap2rideuta.com which may be accessed by Sponsor at any time: (1) Ridership- parameters include a date range with trip counts by pass number or service type; (2) active passes- a count of total active passes; (3) pass Summary- the current status of each pass, the pass number, and property field to the extent completed by Sponsor; and (4) action history- a summary of all changes made to passes. Sponsor may access this information at www.tap2rideuta.com by selecting "reports."

d. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

e. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

f. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.

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g. Non-Connecting Service Report. The UTA will provide Sponsor with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

10. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

12. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.

13. Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the non-defaulting party may terminate this Agreement.

14. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

15. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.

16. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

17. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties,

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give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

18. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

19. Authorization. The persons executing this Agreement on behalf of a party represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

20. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

21. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If To:

Administrator			Utah Transit Authority
Attn:			Russ Fox
Address			669 West 200 South
Address 2			Salt Lake City, Utah 84101
City, State, Zip			

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

20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

(The remainder of this page intentionally left blank; signature page to follow)

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By:_____Date:_____

Name:_____

Title:_____

By:_____Date:_____

Name:_____

Title:_____

Approved as to Form:

By:_ DocuSigned by: Mike Bell 70E33A415BA44F6... _____Date:_____

Name:_____

Title:_____

SMGH POWDER MOUNTAIN

By:_____Date:_____

Name:_____

Title:_____

By:_____Date:_____

Name:_____

Title:_____

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EXHIBIT A

WEBER COUNTY SKI SERVICE OPERATING PLAN 2023/2024

A. Route. The Ski Bus Service will run route from the Ogden Transit Center, terminating at the Powder Mountain Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Powder Mountain to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.

B. Stops. The Ski Bus Service will stop at some or all of the following locations:

- Ogden Transit Center
- 24th Street & Lincoln
- 26th St. & Grant Ave (Ogden)
- 25th Washington Blvd.
- 23rd St. & Washington 12th Street and Washington Blvd
- Ogden Canyon Park and Ride
- Eden Powder Mountain Park and Ride
- Wolf Creek Resort
- Moose Hollow Condominiums
- Powder Mountain Ski Resort

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

C. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Ogden Canyon Park and RideEden Park and Ride

D. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

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EXHIBIT 1

The routes and service times for Route 674 will be consistent with public information as shared on rideuta.com

674 **To Powder Mountain**

	21st St Hotels	Ogden Station	24th St & Lincoln Ave	26th St & Grant Ave (Ogden)	25th St & Washington	23rd St & Washington Blvd	12th St & Washington	Ogden Canyon Park & Ride	Eden Powder Mountain Park & Ride	Wolf Creek Drive / Moose Hollow	Moose Hollow Condiminium	Powder Mtn Ski Resort
	621a	----	----	----	----	----	----	643a	657a	702a	704a	730a
❄	----	740	743	745	746	748	752	757	814	819	821	850
	----	845	848	850	851	853	857	902	919	924	926	955
	----	945	948	950	951	953	957	1002	1019	1024	1026	1055
	----	1045	1048	1050	1051	1053	1057	1102	1119	1124	1126	1155
	----	1145	1148	1150	1151	1153	1157	1202p	1219p	1224p	1226p	1255p
	----	200p	203p	205p	206p	208p	212p	217	234	239	241	310
	----	310	----	----	----	----	----	320	335	----	----	402

❄ -Trips run only on Peak Service Days.

To Ogden Station

DESTINATION TIMEPOINTS

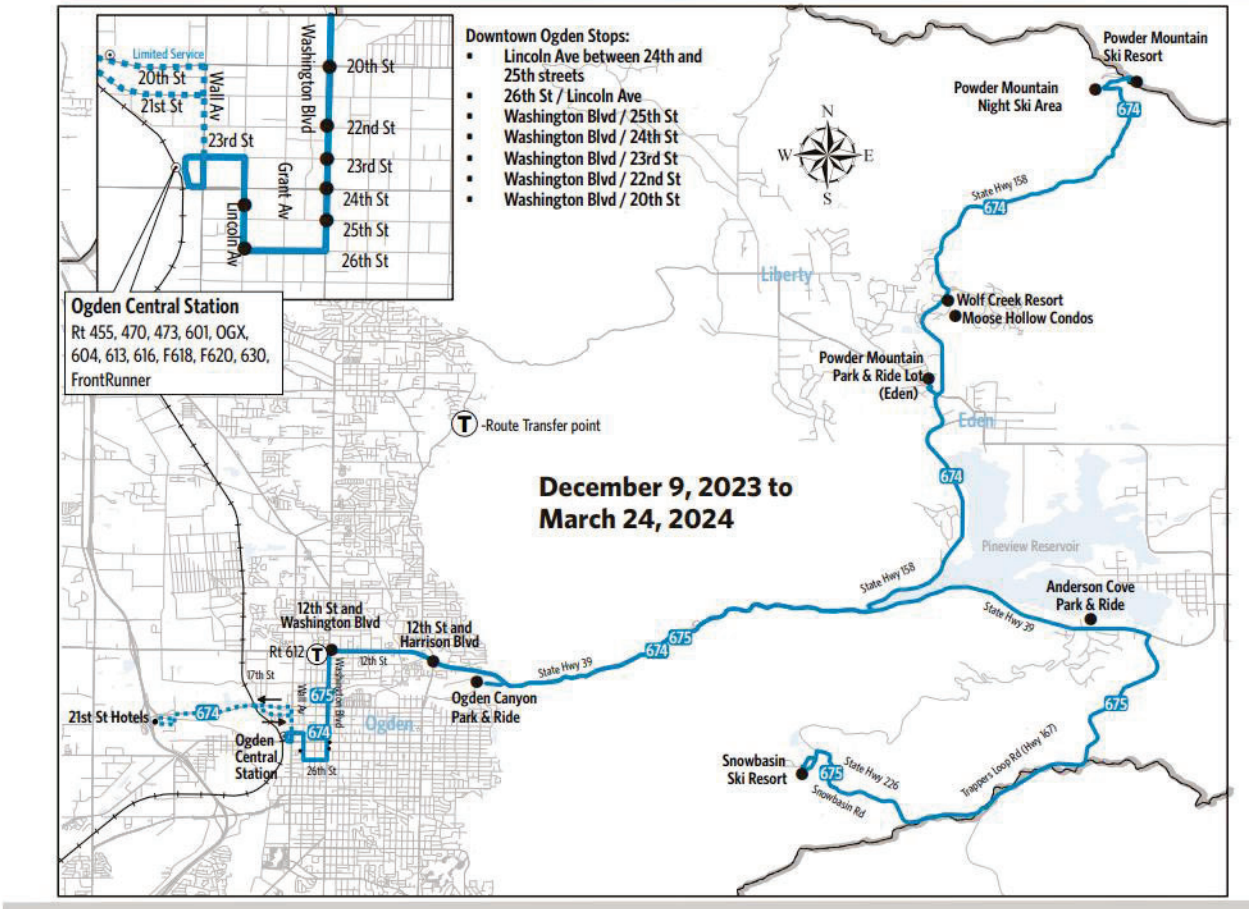
	Powder Mtn Ski Resort	Powder Mtn Night Skiing Area	Moose Hollow Condiminium	Wolf Creek Drive / Moose Hollow	Eden Powder Mountain Park & Ride	Ogden Canyon Park & Ride	12th St & Washington	23rd St & Washington Blvd	25th St & Washington	26th St & Grant Ave (Ogden)	24th St & Lincoln Ave	Ogden Station	21st St Hotels
	1245p	1247p	107p	109p	114p	132p	138p	143p	145p	146p	148p	152p	----
	145	147	207	209	214	232	238	243	245	246	248	252	----
	335	337	357	359	404	423	429	435	437	438	440	444	----
❄	345	347	407	409	414	433	439	445	447	448	450	454	----
	435	437	452	454	458	513	517	521	523	524	526	530	540p
	530	532	552	554	559	618	624	630	632	633	635	639	----
	----	930	945	947	951	1006	1010	1014	1016	1017	1019	1023	----

❄ -Trips run only on Peak Service Days.

In order to accommodate the arrival of most passengers on this route, express trips may leave early from destination timepoints

Ogden Ski Service

Route 674 to Powder Mountain Resort **Route 675 to Snowbasin Resort**



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EXHIBIT B

BASE PURCHASE PRICE

Contract Year	Term Dates	Base Purchase Price
Y1	December 9, 2023-March 24, 2024	$83,464.00
Per Day Non-Peak	Option to extend service after March 24, 2024 on a per day basis	$747.00
Per Day Peak	Option to extend service after March 24, 2024 on a per day basis	$915.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brian Baker, Vice President Zion Public Finance

TITLE:

Outcomes for the Tender Offer for a Portion of the Authority's Outstanding Bonds

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational report for discussion on the final outcome of UTA's bond tendering.

BACKGROUND:
A bond tender was offered by UTA to purchase bonds from investors that were either low coupon in nature, not callable, and/or worth less than other higher interest rate investments. Tendered bonds from the 2019B, 2020B, 2015 and 2016 series were purchased with the proceeds of a 2023 tax-exempt bond issue. UTA invited existing bondholders to "tender" their bonds at specified prices determined by UTA, its Municipal Advisor, and its Dealer-Manager (see below).

Series	CUSIP Base 9	Maturity Date	Interest Rate	Outstanding Par Amo	Maximum Principal Am	Purchase Price (% of Par Amount)
2020B	FR5	12/15/2033	2.375%	$2,835,000	$2,835,000	79.178%
2020B	FS3	12/15/2034	2.475	2,905,000	2,905,000	78.201
2020B	FT1	12/15/2035	2.575	2,965,000	2,965,000	77.322
2020B	FU8	12/15/2036	2.675	4,365,000	4,365,000	76.581
2020B	FV6	12/15/2039	2.970	61,680,000	61,680,000	75.649
2019B	EX3	12/15/2042	3.443	188,810,000	100,445,000	77.236

Series	CUSIP Base 91756	Maturity Date	Intere	Outstanding Pai	Maximum Principal A for Purchase	Purchase Price as a Percenta of Par[2]
2016	CH0	12/15/2029	4.000	$18,865,000	$18,865,000	101.882
2016	CF4	12/15/2030	4.000	29,915,000	29,915,000	101.229

2016	CG2	12/15/2031	4.00031,110,000	31,110,000	100.748
2015A	BD0	6/15/2024	5.00033,255,000	33,255,000	101.256
2015A	BE8	6/15/2025	5.00034,385,000	34,385,000	103.127
2015A	BK4	6/15/2024	5.0007,100,000	7,100,000	101.146
2015A	BL2	6/15/2025	5.00013,315,000	13,315,000	102.919

DISCUSSION:
Parameters set by the Board in July 2023:

- Net Savings % need to exceed 5%
- Net Present Value Savings should exceed $6M
- Tendering offers should only be to 2015A and 2016 tax exempt, and 2020, 2019B and 2020B taxable bondholders maturing debt prior to December 15, 2042
- Refunding bonds should not exceed the original tendered bond
- Time to perform the tendering should be a year

Outcome of the Bond Tendering in October 2023

- Net Savings % was 6.2%
- Net Present Value Savings $6,290,481
- Tendering offers were only accepted on the 2015A tax exempt, 2019B and 2020B taxable bonds. No 2016 bonds were accepted due to higher tax-exempt rates, but that $80 million will be eligible for potential refunding in 2026.
- Tendering participation was overall 35.7% (based on total outstanding bonds) and 45% (based on maximum principal amount eligible for acceptance)
- UTA accepted $101,175,000 in tendered bonds (out of $155,110,000 that were submitted for tendering), but due to the meaningful discount at which taxable bonds were purchased, UTA only had to borrow $77,600,000 in tax-exempt refunding bonds to satisfy the tender.

ALTERNATIVES:
N/A

FISCAL IMPACT:
UTA reduced principal debt by $23,575,000 and saved overall interest of $11,481,261.64 over the next 20 years. The cost for this tendering was $826,815.61, which is included in the calculation of all savings numbers.

ATTACHMENTS:
N/A

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bordeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Russ Fox, Director of Planning Megan Waters, Director of Community Engagement Alex Beim, Manager of Long Range and Strategic Planning

TITLE:

UTA Moves 2050 - Long Range Transit Plan (LRTP)

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational item for discussion

BACKGROUND:
UTA has completed a final draft of UTA Moves 2050, UTA's first 30-year Long Range Transit Plan (LRTP) focused on understanding and responding to the future needs of the communities we serve. This plan will provide a comprehensive, system wide vision to guide UTA's planning into the future.

The LRTP will serve as a complementary planning process to the Regional Transportation Plans (RTPs) developed by MAG and WFRC. Like the RTPs, the LRTP will be updated on a 4-year cycle. Unlike the RTPs, the LRTP will include all aspects of local and regional transit service delivery across the UTA service area.

DISCUSSION:
In alignment with the 2030 UTA Strategic Plan, UTA has developed a 30-year vision informed by existing MAG, WFRC, and UTA plans, a system wide needs assessment, and community input.

The draft vision contains four investment strategies:

1) Maintain our System

2) Enhance our System

3) Expand the Frequent Service Network

4) Serve Growth Areas

Highlights of the 2023 - 2050 Vision and Plan Network will be shared, as well as next steps including:

- The LRTP becomes an ongoing UTA program
- LRTP is incorporated into regional planning processes
- Updates to financial assumptions
- Ongoing public engagement
- Next plan update occurs in sync with RTPs - 2027

Additional plan details, including an interactive map, plan document, and phase 1 project sheets will be made available at: https://rideuta.com/lrtp

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ALTERNATIVES:
N/A

FISCAL IMPACT:
The project consultant budget is $399,500

ATTACHMENTS:
UTA Moves 2050 Draft Final Plan

UTA Moves 2050 Draft Final Phase 1 Project Sheets

UTA

UTA Moves 2050

Utah Transit Authority
Long-Range Transit Plan
2023-2050

December 2023 – DRAFT



UTA

UTA PROJECT TEAM

Alex Beim
Dede Murray
Megan Waters
Jem Locquiao
Joey Alsop
Janelle Robertson
Hal Johnson
Jacob Ekker
Catherine Bhaskar
Brad Parkin
Leo Masic
Marcus Bennett
Kayla Kinkead
Clint Campbell
Maria Vyas (Fehr & Peers)

UTA POLICY COMMITTEE

Alisha Garrett
Cherryl Beveridge
Kimberly Shanklin
Mary Deloretto
Nichol Bourdeaux
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Daniel Hofer
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Kyle Brimley
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Tracy Young
Jaron Robertson
Andres Colman
Camille Glenn
Mary DeLaMare-Schaefer
Zachary Thomas
Dave Beecher
Pam Thrasher
Stacey Palacios
Troy Bingham

UTA BOARD OF DIRECTORS

Carlton Christensen, Board Chair, Representing Salt Lake County

Beth Holbrook, Representing Davis, Weber, and Box Elder Counties

Jeff Acerson, Representing Tooele and Utah Counties

UTA EXECUTIVE DIRECTOR

Jay Fox

REGIONAL PARTNERS

Wasatch Front Regional Council (WFRC)

Mountainland Association of Governments (MAG)

Utah Department of Transportation (UDOT)

CONSULTANT TEAM

Nelson\Nygaard

Parametrix

Additional plan details and maps available at: rideuta.com/LRTP

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Setting the Stage

- Why Develop a Long-Range Plan?
- What Can UTA Learn From Peer Agencies
- Project Timeline
- How Does UTA Moves 2050 Help UTA Reach Its Strategic Goals?
- UTA Now: Gaps, Challenges, and Opportunities
- Key Opportunities

Why Develop a Long-Range Plan?

Continuing investments in transit are necessary to support our region's rapid growth and expand access to schools, jobs, care centers, parks, and essential services for current and future residents.

Where and how we grow affects the transportation network. UTA is developing a Long-Range Transit Plan for the next 30 years as a vision for the future of public transportation. This plan, UTA Moves 2050, focuses on understanding and responding to the needs of the community we serve today, tomorrow, and beyond.

The Mountainland Association of Governments and the Wasatch Front Regional Council both adopted Regional Transportation Plans in 2023. UTA Moves 2050 elevates the projects proposed in these plans while also developing new projects focused on regional continuity and access.



What Can UTA Learn From Peer Agencies?

Most big agencies have a long-range transit plan that outlines the vision, priorities, and budget needs for improving regional mobility.

Five different multi-modal agencies were examined to inform the UTA Moves 2050 process. Key takeaways from the Los Angeles, Austin, Denver, Seattle, and Vancouver long-range transit plans include:

- Recommended investments have a clear connection to regional vision and goals
- The process defines the relationship between social equity, environmental considerations, and transit
- Keep recommendations at a high level, with enough detail to execute actions
- Show how investing in transit will improve mobility for the region
- Engage the public and use feedback to help prioritize investments

King County METRO

CMPO
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

TRANSLINK

Metro®

drcog
DENVER REGIONAL COUNCIL OF GOVERNMENTS

DRAFT

Project Timeline





Plan Definition

Peer Review, Plan Process, Goals and Objectives

SPRING 2023



Major Outreach

UTA Staff, Stakeholders, Community



Needs Assessment



Priorities



Major Outreach

UTA Staff, Stakeholders, Community



Scenario Development and Evaluation



Evaluation Criteria

VISION DEVELOPMENT, SUMMER 2023



Financial Analysis, Vision Refinement and Implementation Plan

Including Prioritized Project List



2023 Vision

UTA Moves 2050 Plan

FALL 2023

How Does UTA Moves 2050 Help UTA Achieve Its Strategic Goals?

Build Community Support

Investments in transit service and capital projects are made equitably. Transit connects places of opportunity with people who rely on it.

Achieve Organizational Excellence

Taking transit is a safe and comfortable experience from door to door.

Transit is reliable and frequent and is an affordable alternative to driving.

Move Utahns to a Better Quality of Life

Transit is sustainable and supports a low- and no-emissions transportation system offering connections and opportunities for people to walk, roll, and bike.

Exceed Customer Expectations

Transit service is delivered efficiently and cost-effectively.

Generate Critical Economic Return

Transit improves access and connectivity between where people live and centers of activity, jobs, and essential services.

UTA Now: Gaps, Challenges, and Opportunities

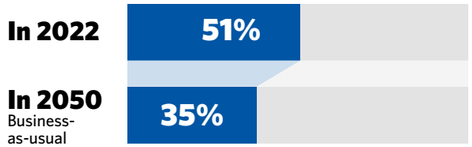
This section explains how well transit currently serves our region, where growth is expected to occur (and what this means for transit), and what the key opportunities are for UTA over the next three decades.

How Well Is Transit Serving Our Region?

Our long-term goal is to have 70% of the population within a half-mile walk of a transit service. Our weekday service network is within a half-mile walk of 62% of current residents and 75% of current jobs. However, these numbers drop to only 35% of residents and 46% of jobs in 2050, based on anticipated growth in the UTA service area, if business continues as usual. Growth patterns, where people will live and work in the future, show an increase in population and employment opportunities at the edges and outside the UTA service area.

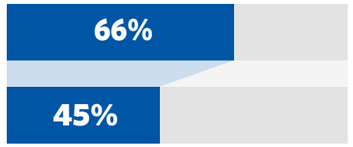
RESIDENTS

What percent of **residents** in the UTA service area live within 1/2 mile of a transit route?



JOBS

What percent of **jobs** in the UTA service area are within 1/2 mile of a transit route?



Currently, only a fraction of UTA routes run on Saturdays and Sundays.



WEEKDAY SERVICE

UTA operates 87 routes on weekdays, with **18 frequent routes.**

SATURDAY SERVICE

UTA operates 64 routes on Saturdays, with **11 frequent routes.**

SUNDAY SERVICE

UTA operates 34 routes on Sundays, with **no frequent routes.**

Which Land Uses Support Which Types of Transit?



The amount and type of transit that is feasible along a corridor depends on which land uses are within walking distance.

- Corridors with more people, jobs, and destinations nearby can support more frequent service, including rail.
- Routes typically require strong anchors at both ends, with activity centers and density along the length of the route.
- Corridors with lower density land uses, by contrast, may only be able to sustain certain types of transit like local bus or on-demand service.
- To support any transit that runs on a fixed schedule, a corridor needs at least 15 residents per acre or 10 jobs per acre, or a combination. This is a Transit-Supportive Area.
- Innovative Mobility Zones can provide owl service (late-night service) when other transit services are not practical.

The diagram below illustrates which types of transit can be appropriate on corridors with different kinds of land uses.

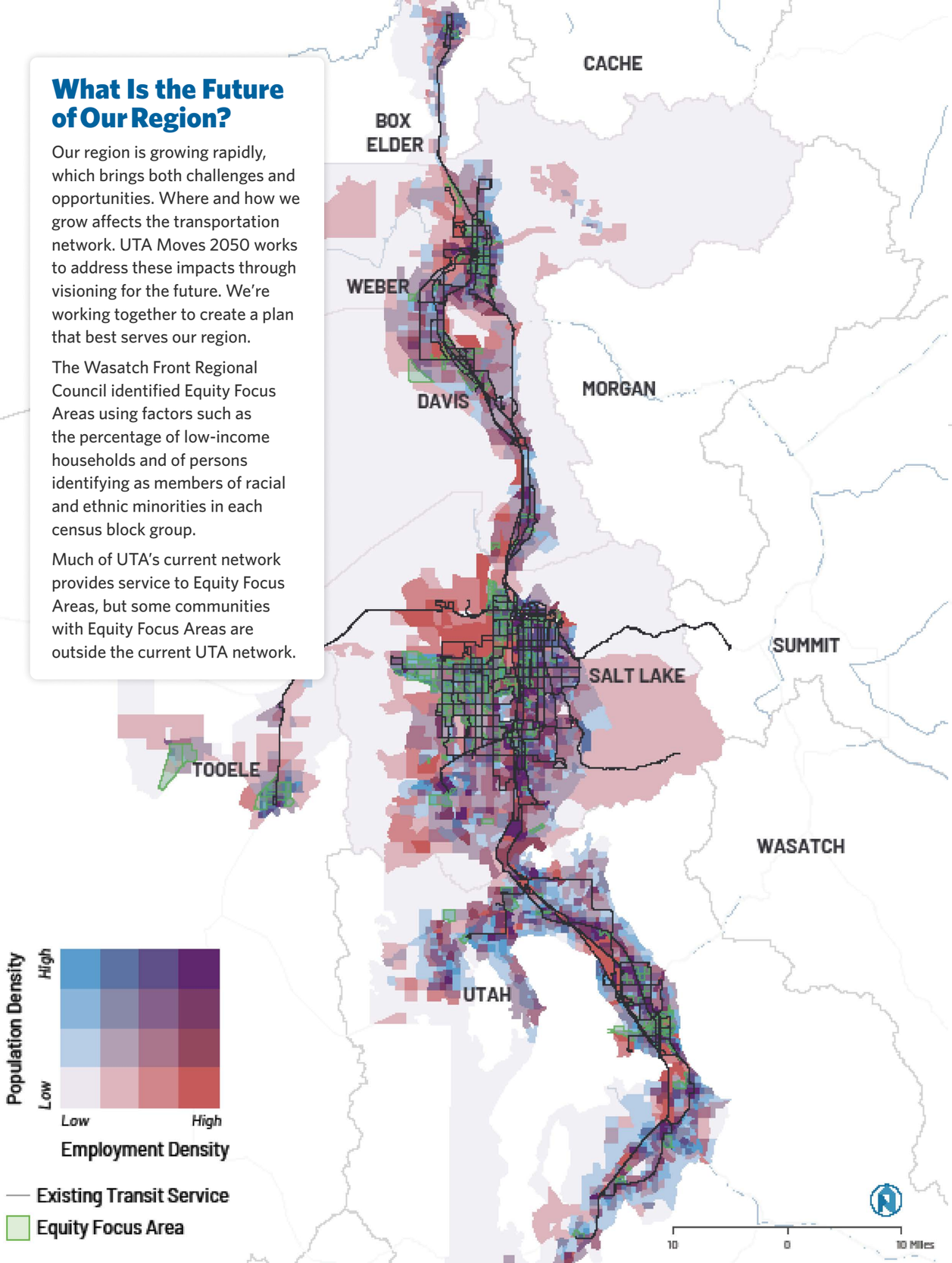
	What Is the Land Use of the Corridor?	Residents per Acre	Jobs per Acre	Appropriate Types of Transit
Transit-Supportive Area	Downtowns and High Density	>45	>25	TRAX, Rapid Bus, Enhanced Bus, Frequent Bus, Local Bus, Innovative Mobility Zone
	Urban Mixed Use	30-45	15-25	Rapid Bus, Enhanced Bus, Frequent Bus, Local Bus, Innovative Mobility Zone
	Neighborhood and Suburban Mixed Use	15-30	10-15	Local Bus, Innovative Mobility Zone
	Low Density	<15	<10	Innovative Mobility Zone

What Is the Future of Our Region?

Our region is growing rapidly, which brings both challenges and opportunities. Where and how we grow affects the transportation network. UTA Moves 2050 works to address these impacts through visioning for the future. We're working together to create a plan that best serves our region.

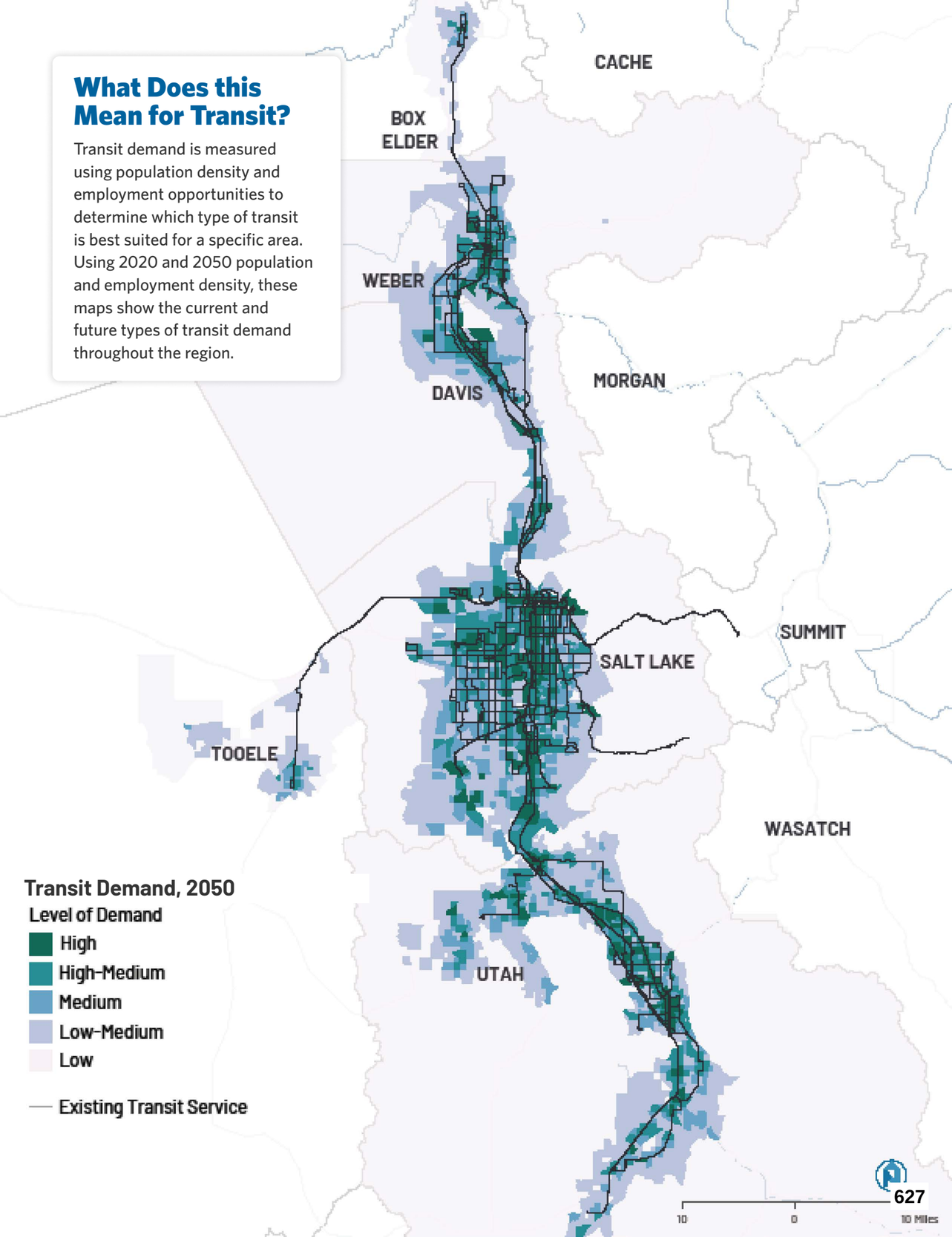
The Wasatch Front Regional Council identified Equity Focus Areas using factors such as the percentage of low-income households and of persons identifying as members of racial and ethnic minorities in each census block group.

Much of UTA's current network provides service to Equity Focus Areas, but some communities with Equity Focus Areas are outside the current UTA network.



What Does this Mean for Transit?

Transit demand is measured using population density and employment opportunities to determine which type of transit is best suited for a specific area. Using 2020 and 2050 population and employment density, these maps show the current and future types of transit demand throughout the region.



Key Opportunities

1. **GROWTH**
   Preparing to improve service to growing areas as they become transit-supportive
2. **FREQUENCY AND SPAN**
   Increasing frequency and span on popular and productive routes
3. **WEEKEND SERVICE**
   Expanding weekend service
4. **EAST-WEST SERVICE**
   Improving east-west connectivity where possible in areas with primarily north-south service
5. **TRAVEL PATTERNS**
   Adjusting service to align with changing travel patterns

Where significant growth is forecast

- Increasing service frequency and span will be critical to serving higher demand.
- Coordinating with land use planning will focus growth in Transit-Supportive Areas that are adjacent to one another rather than decentralized.



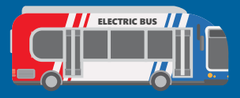
2

Investment Strategies

- Maintain Our System
- Enhance Our System
- Expand Our Frequent Service Network
- Serve Our Growth Areas

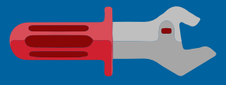
Maintain Our System

Maintain the infrastructure and human resource investments we've already made.



FLEET

Upgrade fleet to reduce emissions.



STATE OF GOOD REPAIR

Keep equipment and facilities at high level of performance.



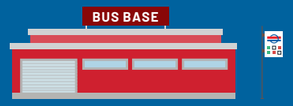
CORRIDORS

Retain right-of-way in the future in areas planning on transit-supportive growth



WORKFORCE

Invest in improving skills and attracting and retaining staff.



FACILITIES

Maintain and construct facilities necessary to operate transit centers, transfer and layover locations, bases, and park-and-rides.

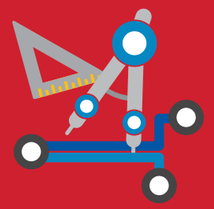
Enhance Our System

Improve the system by making it faster, more reliable, easier to understand, and more responsive.



INFORMATION

New types of service information and new ways to access it.



CAPITAL

Capital improvements in dense and growing areas to make service better and more reliable.



TECHNOLOGY

Commitment to improving technology for all modes of transit, particularly Paratransit and On Demand services.



RELIABILITY

Fast and reliable service is important to existing riders and attracting new ones.

Expand Our Frequent Service Network

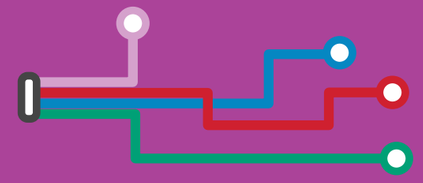
Make buses and trains come more often: service every 15 minutes or better makes service more attractive.





BUSES

A network of up to 45 frequent bus routes that come every 15 minutes or better, seven days a week, featuring innovations and roadway improvements to keep buses on time.



FRONTRUNNER AND TRAX

More frequent FrontRunner and added TRAX service makes transit more attractive.

Serve Our Growth Areas

Expand service to areas that will see new transit-oriented development or activity.



LOCAL SERVICE

More local bus service, including more frequent service, more routes, and creative new transportation options to meet community needs and connect people to the regional transit system.



EARLIER AND LATER SERVICE

Operate earlier in the morning and later at night, seven days a week.



NEW SERVICE

Up to 25 new bus routes or Innovative Mobility Zones (IMZs) will expand to serve growing areas. IMZs can include on-demand services, bike share, or ridesharing.



3

Community Engagement

- How Did We Engage With the Community?
- Getting Online Input on the Vision Network
- What Did We Hear?

How Did We Engage With the Community?

LISTENING SESSIONS

57

57 municipalities took part in Listening Sessions at the start of the planning process. UTA asked for input on community vision, land use, and mobility goals.

VIRTUAL TOWN HALLS

2

virtual Town Halls hosted by UTA provided a brief overview of UTA Moves 2050, followed by a question-and-answer session.

PUBLIC MEETINGS

8

public meetings were throughout the region hosted by UTA. The purpose of these meetings was to inform the public about investment strategies in UTA Moves 2050 and obtain feedback on priorities.

SOCIAL MEDIA

82,810

social media impressions were received across 38 posts made by UTA on UTA Moves 2050.

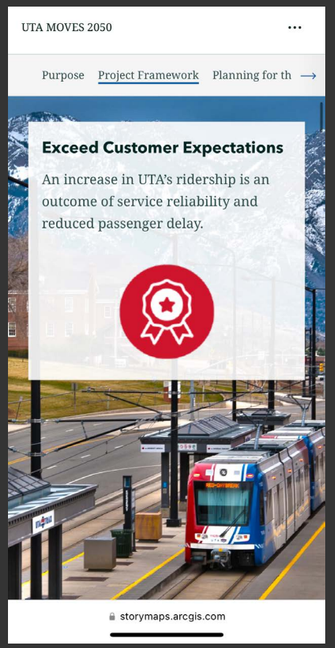
ONLINE SURVEY

1,605

respondents completed the online survey between August and October 2023. The survey was web- and map-based, enabling community members to provide comments on the Vision Network.

STORYMAP

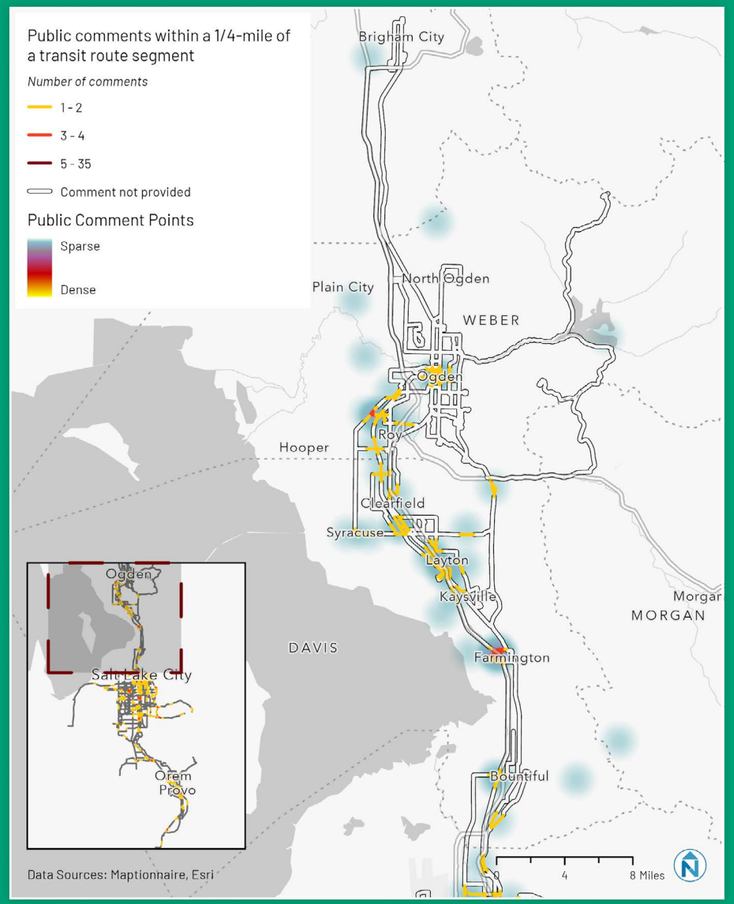
The StoryMap was an accessible, interactive document to inform the public of project findings, display the draft Vision Network, post information about upcoming outreach events throughout the region, and much more. The StoryMap contained interactive graphics, detailed demographic and transit maps, and informative text about each element of the project. As the project closed, the StoryMap was updated to show final plan outcomes and results.



Getting Online Input on the Vision Network

Public input served as a guiding factor in the development of the Vision Network.

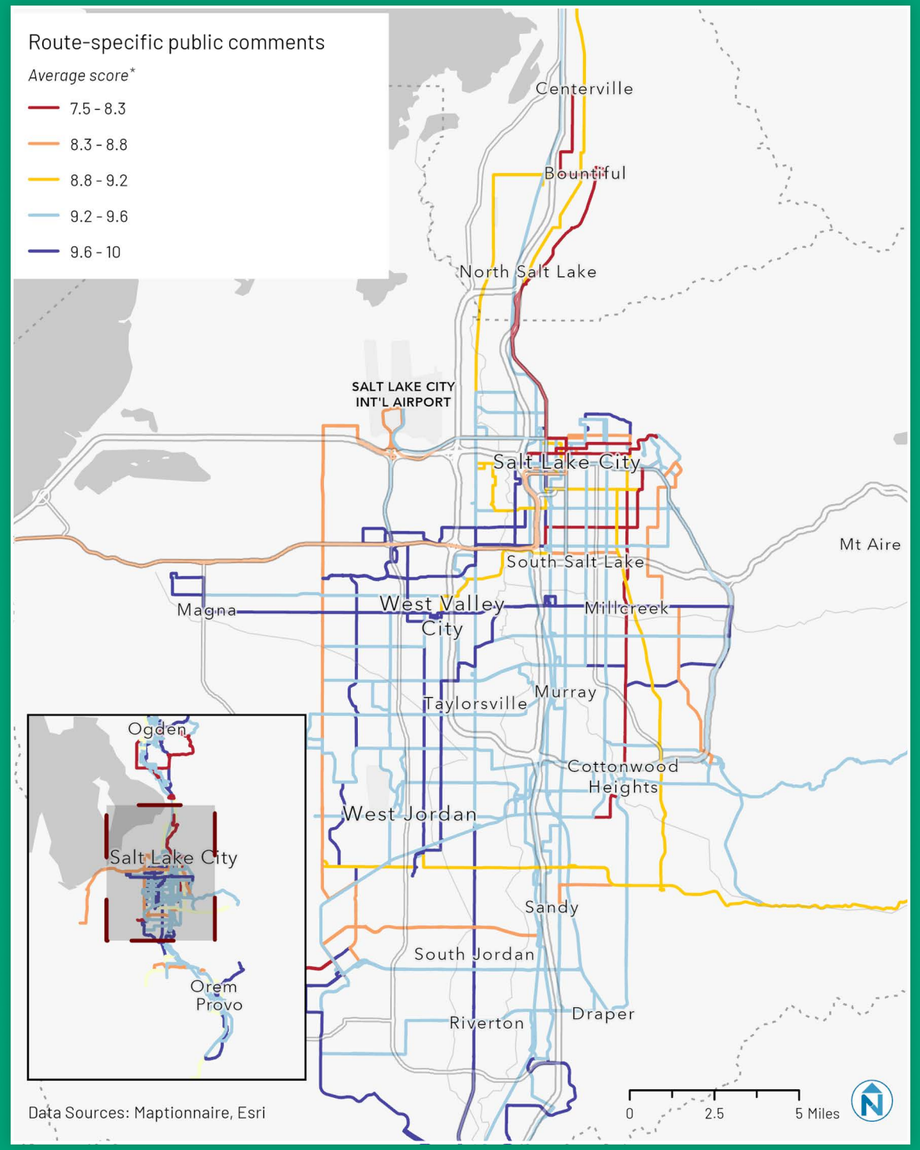
UTA Moves 2050 used Maptionnaire, an interactive mapping platform, to allow community members to comment directly on new features of the UTA Draft Vision Network, drop comments onto the map about specific places throughout the UTA region, and answer demographic questions. Each response, while anonymous, was linked to the respondent's demographic information and allowed UTA to review comments specific to historically underrepresented groups, transit-dependent groups, and more.



Location-Based Comments

Respondents were encouraged to leave comments anywhere on the map to show places they'd like to visit, places they'd like to have more frequent or later night service, or anything else they'd like UTA to know.

On the left is a heat map, highlighting areas receiving the most comments from the public.



Comments on Projects

Respondents could comment on each route proposed in UTA Moves 2050's Draft Vision Network and were asked to prioritize the creation, maintenance, or expansion of the route when they submitted a comment. The map above presents the Draft Vision Network, with routes in blue receiving the most comments from the public and routes in red receiving the fewest comments.

* Level of priority weighted by number of responses

What Did We Hear?

Everyone has unique transportation needs. Respondent priorities from both Maptionnaire and the survey varied based on income, disability, and age. The findings on this page highlight differences and similarities between categories of respondents.

What we heard from the community during this effort as well as the 2023 Five-Year Service Plan helped to inform and set priorities for the UTA Moves 2050 Vision Network.

FREQUENCY AND FRONTRUNNER

Expanding the **Frequent Service Network** and extending **FrontRunner** were the top two priorities among respondents.

FREQUENCY OVER COVERAGE

More respondents preferred **increasing frequency** at existing stops over expanding coverage.

RESPONDENTS WITH LOW INCOMES

Respondents with a **lower income** (making less than $19,000 annually) **prioritized** expanding the **Frequent Service Network.**

RIDER AND NON-RIDER RESPONSES

Between **riders and non-riders,** the rankings to **expand frequent service** are very similar. There is a slightly higher number of non-riders who rank expanding frequent service a top priority.

ACCESS AND NON-RIDERS

Non-riders want more routes, which may mean that a lack of transit access near their homes or workplaces is the reason they do not ride transit.

RESPONDENTS WITH A DISABILITY

Respondents with a **disability** indicate a strong desire for expanded **evening service, new routes,** and adding **weekend service.**

RESPONDENTS WITH HIGH INCOMES

For respondents with a household **income over $100,000** the highest priorities are expanding the **Frequent Service Network** and expanding **FrontRunner.**



What About the Five-Year Service Plan?

The Five-Year Service Plan is updated every two years and serves as a dynamic guide for UTA's near-term future. For the most recent Five-Year Service Plan, adopted in 2023, UTA conducted extensive public outreach, which included a survey that gathered over 3,000 responses. The same survey was used to gather feedback for UTA Moves 2050, and combined, the two rounds of survey results reached 4,000 responses. The results from that survey and other outreach efforts guided the outreach efforts for UTA Moves 2050. Here are a few findings from the Five-Year Service Plan survey:

- Among riders, people prioritized enhanced frequency and expanded coverage to connect more jobs, services, and neighborhoods
- 48% of non-rider respondents said they don't take transit because there is no service where they live.
- When asked what they value most in transit service, respondents ranked improved frequency as the most valuable.





4

UTA Moves 2050 Network

- Vision Network
- Financially Constrained Plan Phasing
- Plan Network
- Phase 1: 2023–2032
- Phase 2: 2033–2042
- Phase 3: 2043–2050
- Box Elder, Davis, and Weber Counties
- Salt Lake and Tooele Counties
- Utah County
- Why is Sunday Service Important?
- Corridor Preservation
- Vision Needs
- Concurrent Planning Efforts
- Community Vision Efforts

Vision Network

The UTA Moves 2050 Vision Network is designed to provide more service, more choices, and an easy-to-use system over the next 30 years. It is financially unconstrained, meaning not everything in this network can be realized.

The Vision Network enhances existing service while identifying key capital investments to support regional growth in the coming decades. It uses the four UTA Moves 2050 investment strategies — Maintain Our System, Enhance Our System, Expand Our Frequent Service Network, and Serve Our Growth Areas — to identify and prioritize projects throughout the UTA region.

What Does the Vision Network Accomplish?



PROVIDES MORE TRANSIT

The Vision Network includes 110 routes, 49 of which operate at least every 15 minutes all day.

110
Total Routes

49
Frequent Routes



SERVES MORE PEOPLE AND JOBS

With the Vision Network, transit within half a mile would be available to 51% of people and 61% of jobs.

365K
Additional People

250K
Additional Jobs



GETS MORE RIDERS ON BOARD

The Vision Network is expected to increase ridership to over 480,000 weekday daily riders in 2050, up from 150,000 in 2019.

300K+
New riders per Weekday

What Does the Vision Network Cost?

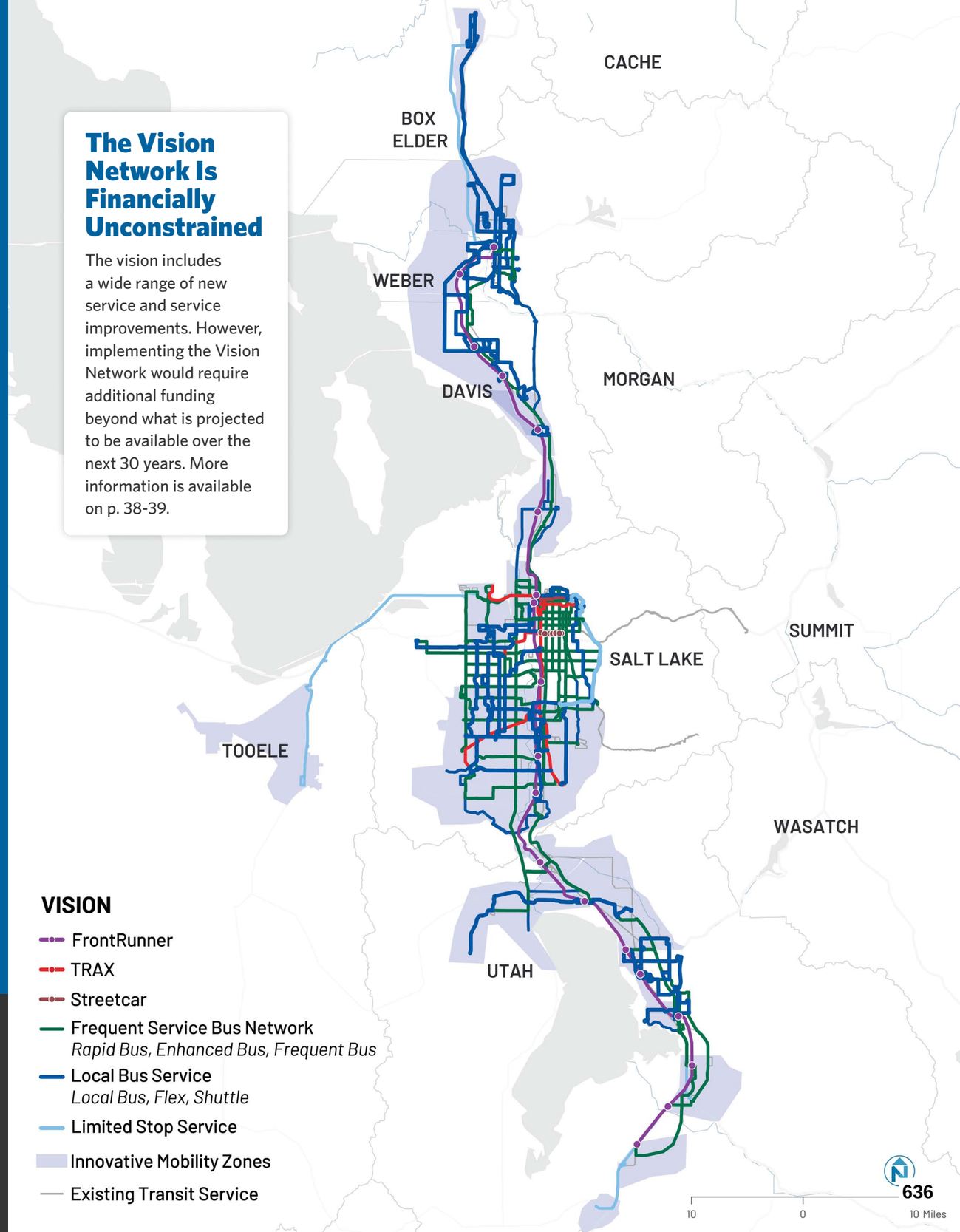
$6.7B
Capital cost[1]

$225M
Additional annual operating cost

Note: [1] The approved 2023 RTPs include approximately $4B in additional unfunded capital costs that are not shown in the LRTP Transit Vision.

The Vision Network Is Financially Unconstrained

The vision includes a wide range of new service and service improvements. However, implementing the Vision Network would require additional funding beyond what is projected to be available over the next 30 years. More information is available on p. 38-39.



DRAFT

What Types of Transit Does the Vision Network Recommend for Different Land Use Contexts?

UTA Moves 2050 recommends a family of transit services suitable for different levels of transit demand and land use contexts. The diagram below provides an overview of each type of transit.

Note: For every service type except FrontRunner, Limited Stop Bus, and Innovative Mobility Solutions, expanding service area coverage (or span of service) for fixed-route transit service will require additional ADA Paratransit service.

Transit services include:

- Innovative Mobility Solutions, including on-demand service, for low-density areas, or when and where other types of services are not feasible (see p. 37 for more information on Innovative Mobility Zones).
- Five categories of bus service ranging from limited stop bus, local bus, and frequent bus to Enhanced Bus and Rapid Bus service that offer a combination of very frequent service and moderate to high levels of investment in speed and reliability improvements.
- The three forms of rail present in the UTA network today: FrontRunner regional commuter rail, TRAX light rail, and S-Line streetcar.

Frequent Service Network
15 minute or better all-day service including weekends

Service Type	Regional Rail (FrontRunner)	Light Rail (TRAX)	Streetcar (S-Line)	Rapid Bus	Enhanced Bus	Frequent Bus	Local Bus	Limited Stop Bus	Innovative Mobility Solutions
Frequency	Frequent (Peak Hours) 30 mins	Most Frequent ≤15 mins	Frequent 15 mins	Very Frequent ≤15 mins	Frequent 15 mins	Frequent 15 mins	Less Frequent (Varies)	Less Frequent (Varies)	On-Demand (varies)
Corridor Investment	Highest Permanence	Highest Permanence	High Permanence	Moderate to High Permanence	Moderate Permanence	Corridor Commitment, Maintains Flexibility	Flexibile	Flexible	Most Flexible
Market Demand / Activity Density	Connects urban and suburban centers	Serves high volume corridors and connects centers	Serves dense urban areas	Serves medium-high volume corridors	Serves medium-high volume corridors	Serves medium volume corridors	Serves low-medium volume corridors	Bidirectional all-day limited stop service	Serves low density areas or operates at lower-demand times (such as late night)
Passenger Capacity[1]									
Transit Access Shed	5+ Miles	1/2 to 1+ Mile	1/3 Mile	1/2 Mile	1/4 to 1/2 Mile	1/4 Mile	1/4 Mile	1/4 Mile	
Stop/Station Amenities									

[1]Based on vehicle capacity and frequency

What Changes and Improvements Are Included in the Vision Network?



Expanding the Frequent Service Network

Currently, UTA operates 18 frequent service routes—routes with 15-minute or better service—on weekdays, 11 on Saturdays, and none on Sundays.

In the Vision Network, many local routes are upgraded to frequent service routes and new frequent routes are created to serve high density corridors.

Examples of frequent service projects include the Central Corridor bus rapid transit project around Provo, the UVX extension to Vineyard, and making TRAX more frequent in Salt Lake County.



Local Service

While some areas don't have the density to support 15-minute service, UTA is committed to improving local service by providing new areas of service and improving 60-min service to 30-min service.



FrontRunner Forward

UTA's regional commuter rail service currently provides service between Ogden and Provo.

In the Vision Network, FrontRunner runs up to every 15 minutes at peak times and runs on Sundays (contingent on double-tracking improvements) as well as extends further south to Payson to account for expected population growth and regional commuting pattern.



Operating Earlier In the Morning and Later at Night

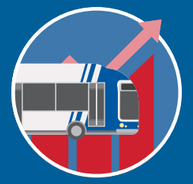
Expanding hours of bus operation can provide more people with access to transit without requiring additional capital investments.



Improved Weekend Service

UTA operates 87 routes during the week, 64 routes on Saturdays, and 34 routes on Sundays.

Expanding weekend bus service can provide more people with access to transit, seven days a week, without requiring additional capital investments.



More Direct Connections and Service Expansion

UTA's current network provides excellent regional coverage.

The Vision Network builds on that system while taking into account the projected growth in both population and employment opportunities. Direct connections to Eagle Mountain, Salem, the Salt Lake City Airport, West Valley City, Hill Air Force Base, Farmington, and bi-directional limited stop service will provide access to regional destinations and support transit use within local communities.



Innovative Mobility Zones

Not every area within the UTA region can support fixed-route service due to factors like geographic hurdles or limited transit demand.

The Vision Network identifies areas with some demand that cannot support fixed-route service and proposes a series of Innovative Mobility Zones (IMZ), where UTA will explore a variety of solutions for both improved local mobility and connections to UTA's fixed route transit system.

Potential mobility options within the IMZs include on-demand service, micromobility, and more.



What are Innovative Mobility Zones?

Innovative Mobility Zones are areas where UTA will explore a variety of solutions for both improved local mobility and connections to UTA's fixed route transit system. These solutions include:

- **Mobility on demand.** UTA On Demand is a coverage-based microtransit service that uses dynamic routing (non-fixed) and flexible scheduling to help fill in transit network gaps for less populous or remote communities, or at lower demand times such as late at night. This service connects riders to fixed route transit options and other local destinations within a microtransit zone.
- **Micromobility,** which refers to a range of small, low-speed vehicles including station-based and dockless bikeshare systems, electric-assist bikeshare modes, and electric scooter (e-scooter) companies. These vehicles and services help riders connect to transit in areas that are too far reach by walking. Micromobility Hubs are locations, typically at transit stations, where several micromobility and other travel options are provided in one place.

See Innovative Mobility on the UTA website for additional and evolving information on these services.

Financially Constrained Plan Phasing

The Vision Network is financially unconstrained. Not everything proposed in the Vision Network can be implemented due to UTA's current and projected financial constraints over the next 30 years.

Financial Capacity

The 2023 adopted Regional Transportation Plans (RTP) by the Mountainland Association of Governments and Wasatch Front Regional Council based their fiscally constrained plans on future funding scenarios that include new revenue sources. UTA's financial capacity to implement the 2050 UTA Moves Vision Network builds on the RTPs' financial projections.

Implementing the UTA Moves 2050 Vision Network requires over $6.5B in capital and $225M annually in operating dollars. Existing funding outlined in the RTP suggest that the Vision Network requires an additional $46M in capital funding and an additional $60M annually in operating funding.[1] Investments in the 2050 UTA Moves Vision Network must be prioritized to determine which best meet regional mobility needs.

The table below presents capital, operating, and maintenance costs for each phase as well as the Vision Network.

Phase	Total Capital Cost	Annual Operating & Maintenance Cost
1	$2.7B	$100M
2	$2.2B	$65M
3	$1.8B	$25M
Total: Phases 1–3	**$6.7B**	**$190M**
Additional Cost to Realize Vision Network[1]	$50M	$60M

Note: Costs are in 2023$ and include both RTP projects based on RTP phasing and additional elements from UTA Moves 2050.

[1] The approved RTPs include approximately $4B in additional unfunded capital costs that are not shown in the LRTP Transit Vision.

Prioritizing UTA Moves 2050 Investments

The two RTPs provide a roadmap for which projects to prioritize based on operating and maintenance costs, projected ridership demand, and regional connectivity. The RTPs implement investments in three phases: Phase 1 (2023–2032), Phase 2 (2033–2042), and Phase 3 (2043–2050).

UTA Moves 2050 developed an evaluation process that was consistent with UTA's Strategic Goals and assessed every potential service investment. This includes investments found in the RTPs as well as local service improvements not found in the RTPs. Specific criteria included anticipated ridership, how an investment served existing destinations and high growth areas, capital and operating costs, public support, and social equity measures.

Investments ranging from High Capacity Transit to new local routes that best met the criteria were prioritized for implementation, based on costs and potential benefits. The implementation timeline is consistent with the RTP implementation phases.

Investments in the 2050 UTA Moves Vision that are not identified in one of the three phases are considered **unfunded** and a post-2050 implementation timeline is assumed unless additional funding becomes available.

Plan Network

The UTA Moves 2050 Plan Network is financially constrained. It is designed to provide more service, more choices, and an easy-to-use system over the next 30 years, within the resources UTA projects to be available.

The Plan Network prioritizes the most effective investments to both enhance existing service and advance key capital investments to support regional growth in the coming decades. The Plan Network is designed to be implemented in three phases, with the highest priority projects implemented in Phase 1.

What Does the Plan Network Accomplish?

PROVIDES MORE TRANSIT

The Plan Network includes nearly 100 routes[1] with over half operating at least every 15 minutes all day.

100
Total Routes[1]

50+
Frequent Routes

INCREASES THE NUMBER OF PEOPLE AND JOBS WITHIN HALF A MILE OF TRANSIT

People

Any Transit	2022	1.3M	
	Plan Network	**1.8M**	**+470K**
Frequent Transit	2022	530K	
	Plan Network	**1.2M**	**+650K**

Jobs

Any Transit	2022	1.0M	
	Plan Network	**1.3M**	**+320K**
Frequent Transit	2022	520K	
	Plan Network	**960K**	**+440K**

What Does the Plan Network Cost?

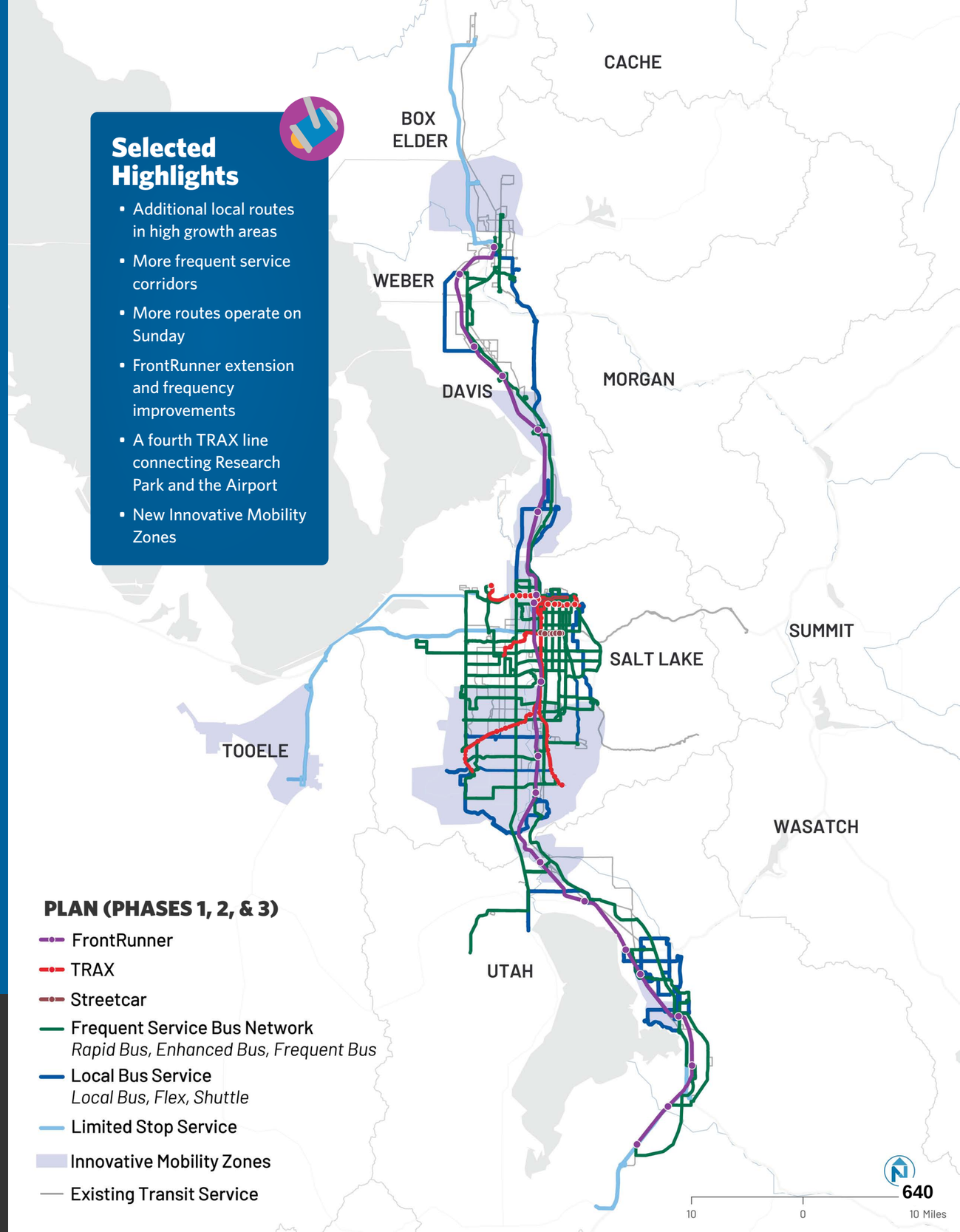
$6.7B
Capital cost[2]

$190M
Additional annual operating cost

Note: [1] Including Innovative Mobility Zones. [2] Capital projects such as transit centers, hubs, vehicle upgrades, double tracking, and maintenance facilities are all essential to accommodate future growth. The 2050 Plan Network assumes the supporting capital projects found in the Regional RTP's are funded.

Selected Highlights

- Additional local routes in high growth areas
- More frequent service corridors
- More routes operate on Sunday
- FrontRunner extension and frequency improvements
- A fourth TRAX line connecting Research Park and the Airport
- New Innovative Mobility Zones



Phase 1: 2023–2032

To be implemented in the first ten years of UTA Moves 2050, Phase 1 is an ambitious expansion of FrontRunner and bus service across the UTA service area, including on weekends.

Over 20 Enhanced Bus and Rapid Bus lines, six new Innovative Mobility Zones, seven-day FrontRunner service,[1] extended FrontRunner service south to Payson, and expanded Sunday service on all routes will build out a network of frequent rail and bus service in the region. Frequent transit will be accessible within a half mile for more than 270,000 people and nearly 190,000 jobs, compared to today.

HOW MUCH DOES PHASE 1 COST?[2]

$2.7B
Total capital cost

$100M
Additional annual operating cost

What's Included in Phase 1?



28
total routes with frequent service (including 3 new frequent bus routes)



21
new Rapid Bus (3) and Enhanced Bus (18) routes

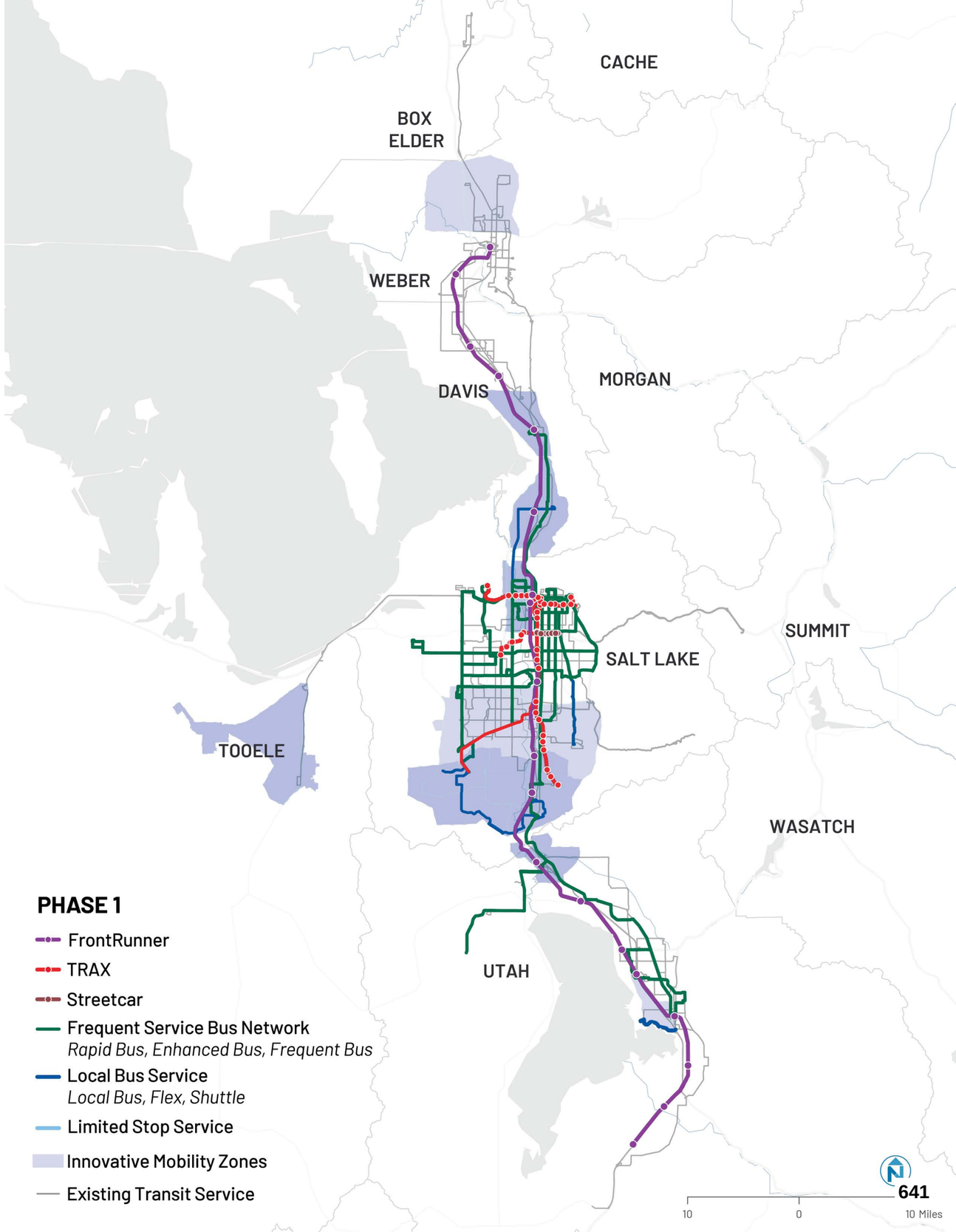


16
new routes, major route extensions, or new Innovative Mobility Zones

Selected Highlights

- FrontRunner service on Sundays and 15-minute peak service on weekdays
- FrontRunner extended to Payson
- Sunday service upgraded to at least Saturday service levels on all routes
- Upgraded Rapid Bus, Enhanced Bus, and frequent service corridors
- New Innovative Mobility Zones in Farmington and north Utah County
- TRAX improvements in Downtown Salt Lake City

[1] 15-minute and Sunday FrontRunner service contingent on double-tracking.



Phase 2: 2033–2042

The second phase of UTA Moves 2050 includes additional FrontRunner, TRAX, and bus network improvements and one additional Innovative Mobility Zone.

Continued improvements to FrontRunner, initial implementation of the Orange Line TRAX, and bus corridor upgrades like the Central Corridor Rapid Bus in Utah County will strengthen and expand the region's rail and bus network backbone. Frequent transit will be accessible within a half mile of an additional nearly 500,000 people and nearly 350,000 jobs, compared to today.

HOW MUCH DOES PHASE 2 COST?[1]

$2.2B
Total capital cost

$65M
Additional annual operating cost

What's Included in Phase 2?



46
total routes with frequent service (including 1 new frequent bus route)



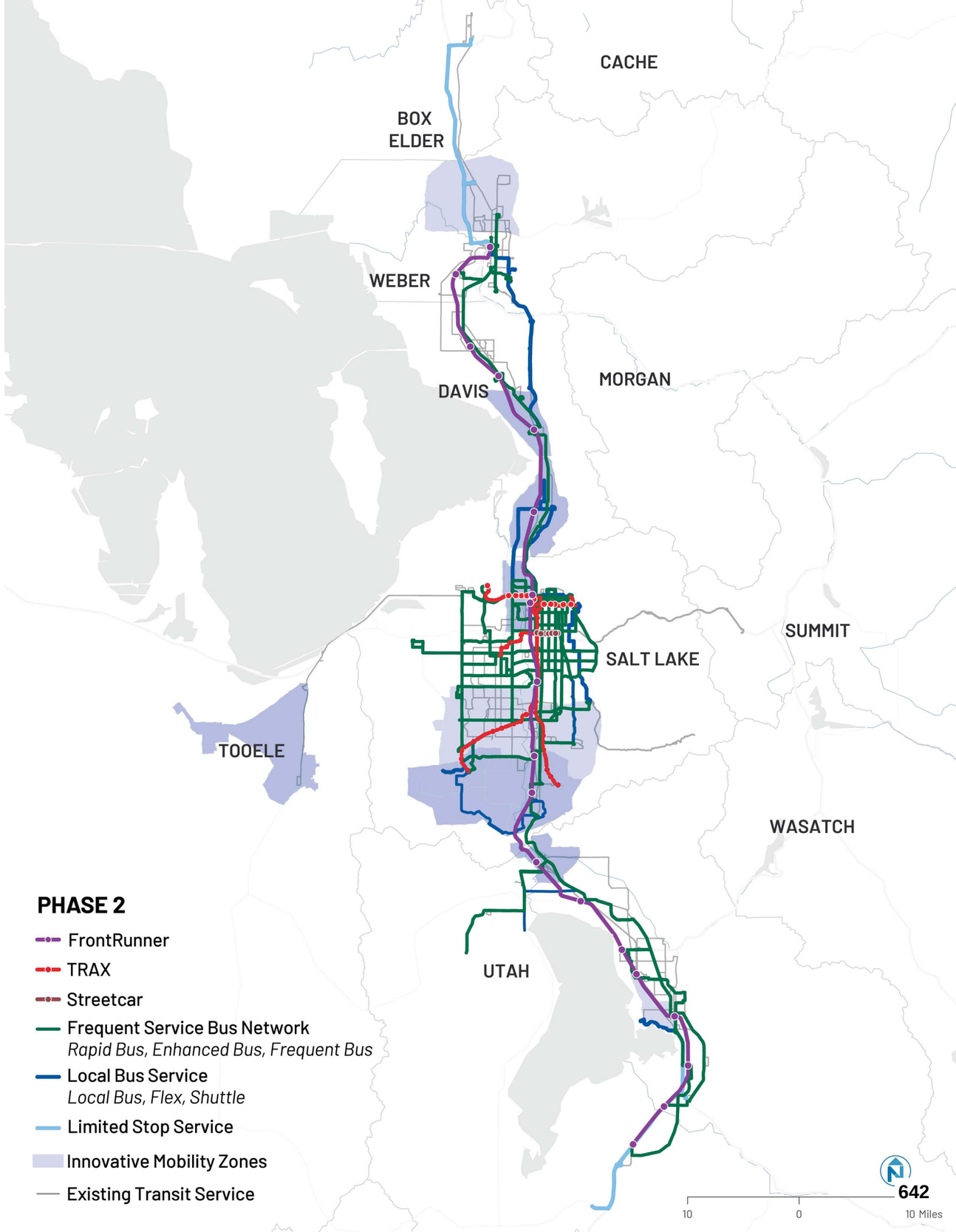
13
new Rapid Bus (2) and Enhanced Bus (11) routes



5
new routes, major route extensions, or new Innovative Mobility Zones

Selected Highlights

- Orange Line TRAX reconfiguration between Salt Lake Central and Research Park
- Realignment of Green and Blue TRAX Lines
- Upgraded Rapid Bus, Enhanced Bus, and frequent service corridors
- Two upgraded limited stop services



Phase 3: 2043–2050

The third phase of the cost-constrained UTA Moves 2050 Vision continues to improve service, building towards UTA's strategic plan goals of generating economic growth, supporting local communities, and improving quality of life.

Additional frequent service and local routes will provide transit access for more people and jobs, including in growing areas that can support transit in later years of the plan. By 2050, the UTA service area will have many new routes bringing frequent transit within a half mile of an additional over 560,000 people and over 380,000 jobs, compared to today.

HOW MUCH DOES PHASE 3 COST?[1]

$1.7B
Total capital cost

$25M
Additional annual operating cost

What's Included in Phase 3?



52
total routes with frequent service (including 1 new frequent bus route)



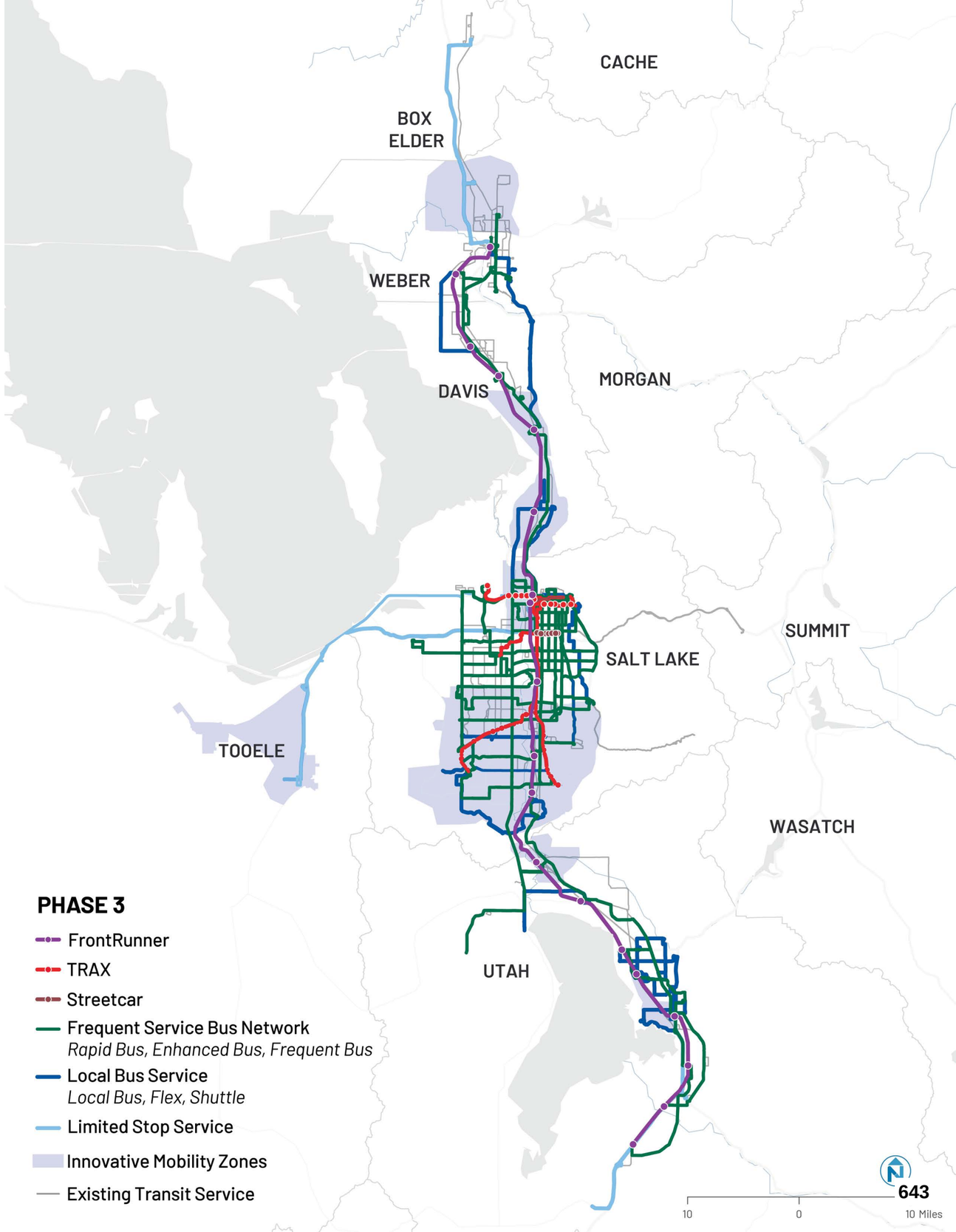
4
new Enhanced Bus routes



3
new routes, major route extensions, or new Innovative Mobility Zones

Selected Highlights

- Orange Line TRAX reconfiguration between the Airport and Salt Lake Central
- New frequent and local services including in Weber/Davis Counties and southern Salt Lake County
- Additional connection between Salt Lake and Utah Counties in the Redwood Road corridor
- One upgraded limited stop service



Box Elder, Weber, and Davis Counties

The cost-constrained UTA Moves 2050 Vision will improve regional connections, provide more people and jobs with access to frequent transit service, and grow ridership.

FrontRunner will run seven days a week,[1] with peak service every 15 minutes. New or upgraded bus routes will give more people access to seven-day a week frequent service. Approximately 70% of Transit-Supportive Areas will have access to fixed-route service within a ½ mile walk, including 87% within Equity Focus Areas.[5]

WHAT DO PROJECTS COST IN THESE COUNTIES?[2]

$1.6B
Total capital cost

$35M
Additional annual operating cost

What's Included in These Counties?



6
total routes with frequent service (0 new frequent bus routes)



5
new Enhanced Bus routes



7
new routes, major route extensions, or new Innovative Mobility Zones

How Does This Benefit Box Elder, Weber, and Davis Counties?

150K
additional residents[3]

95K
additional jobs[3]

48%
of residents

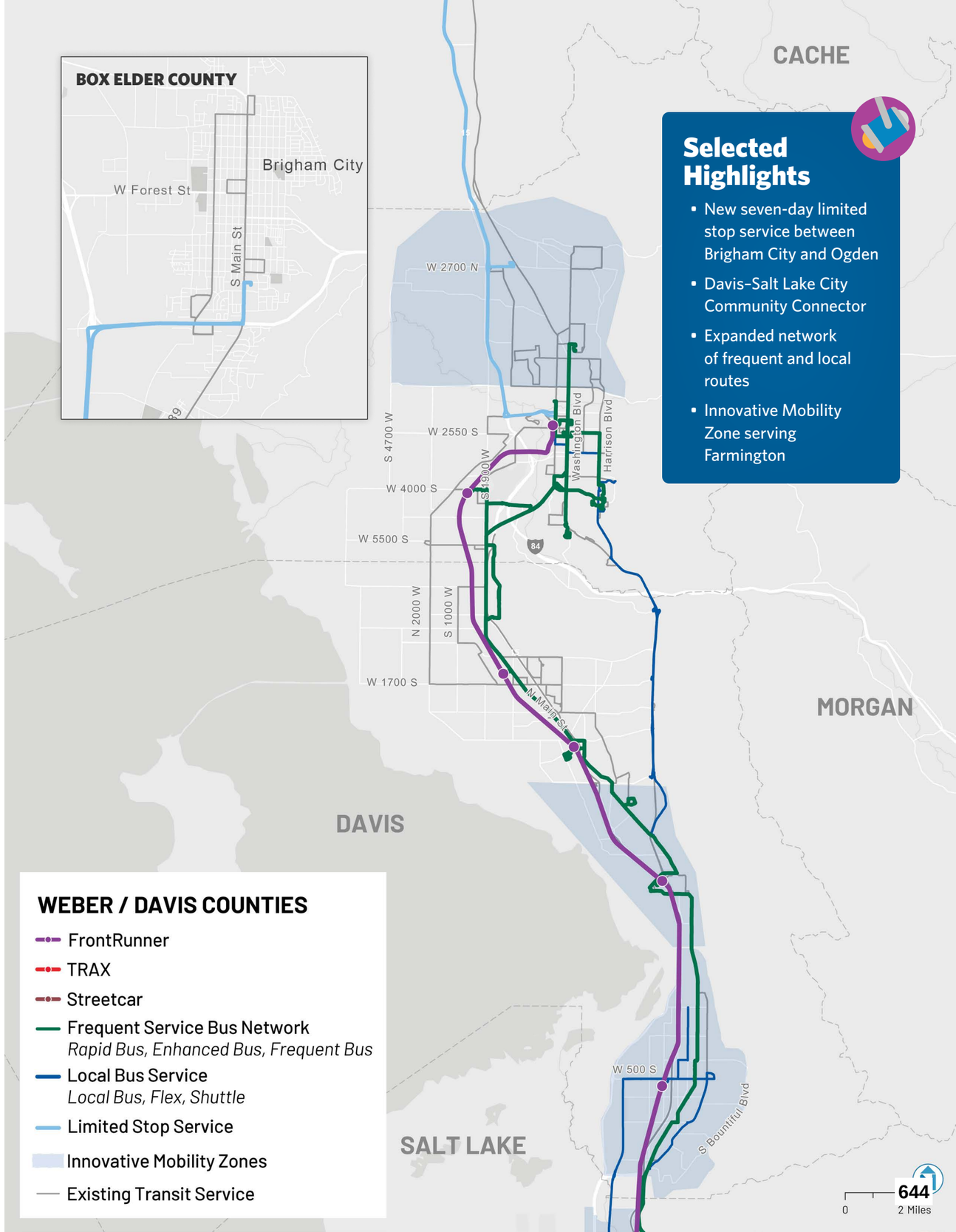
69%
of areas that can support transit[4]

82%
of Equity Focus Areas[5] that can support transit

within 1/2 mile of a frequent UTA route

within 1/2 mile of any UTA route

Notes: 1. Sunday FrontRunner service contingent on double-tracking. 2. Costs are in 2023 dollars. 3. Access to transit metrics compare current demographics with the current (Fall 2023) network to 2050 demographics (based on MAG or WFRC projections) with the future network. 4. Areas that can support transit have at least 10 jobs per acre, 15 residents per acre, or a combination. 5. Equity Focus Areas were identified using the Wasatch Front Regional Council's methodology for the 2023 Regional Transportation Plan, based on concentrations of low-income households and people identifying as members of racial and ethnic minority groups.



Selected Highlights

- New seven-day limited stop service between Brigham City and Ogden
- Davis–Salt Lake City Community Connector
- Expanded network of frequent and local routes
- Innovative Mobility Zone serving Farmington

Salt Lake and Tooele Counties

The cost-constrained UTA Moves 2050 Vision will expand the network of high-quality bus and rail service to make transit faster and more accessible including on weekends.

FrontRunner and TRAX enhancements, along with upgrading bus lines to Rapid Bus, Enhanced Bus, and frequent service, will strengthen the transit grid throughout the county. Service between Tooele and downtown Salt Lake City will be upgraded to operate seven days a week, starting earlier and ending later. Nearly 75% of Transit-Supportive Areas will have access to fixed-route service within ½ mile, including nearly 85% within Equity Focus Areas.[5]

WHAT DO PROJECTS COST IN THESE COUNTIES?[1]

$3.0B
Total capital cost

$140M
Additional annual operating cost

What's Included in These Counties?



40
total routes with frequent service (including 4 new frequent bus routes)



28
new Rapid Bus (3) and Enhanced Bus (25) routes



14
new routes, major route extensions, or new Innovative Mobility Zones

How Does This Benefit Salt Lake and Tooele Counties?

480K
additional residents[2]

330K
additional jobs[2]

62%
of residents

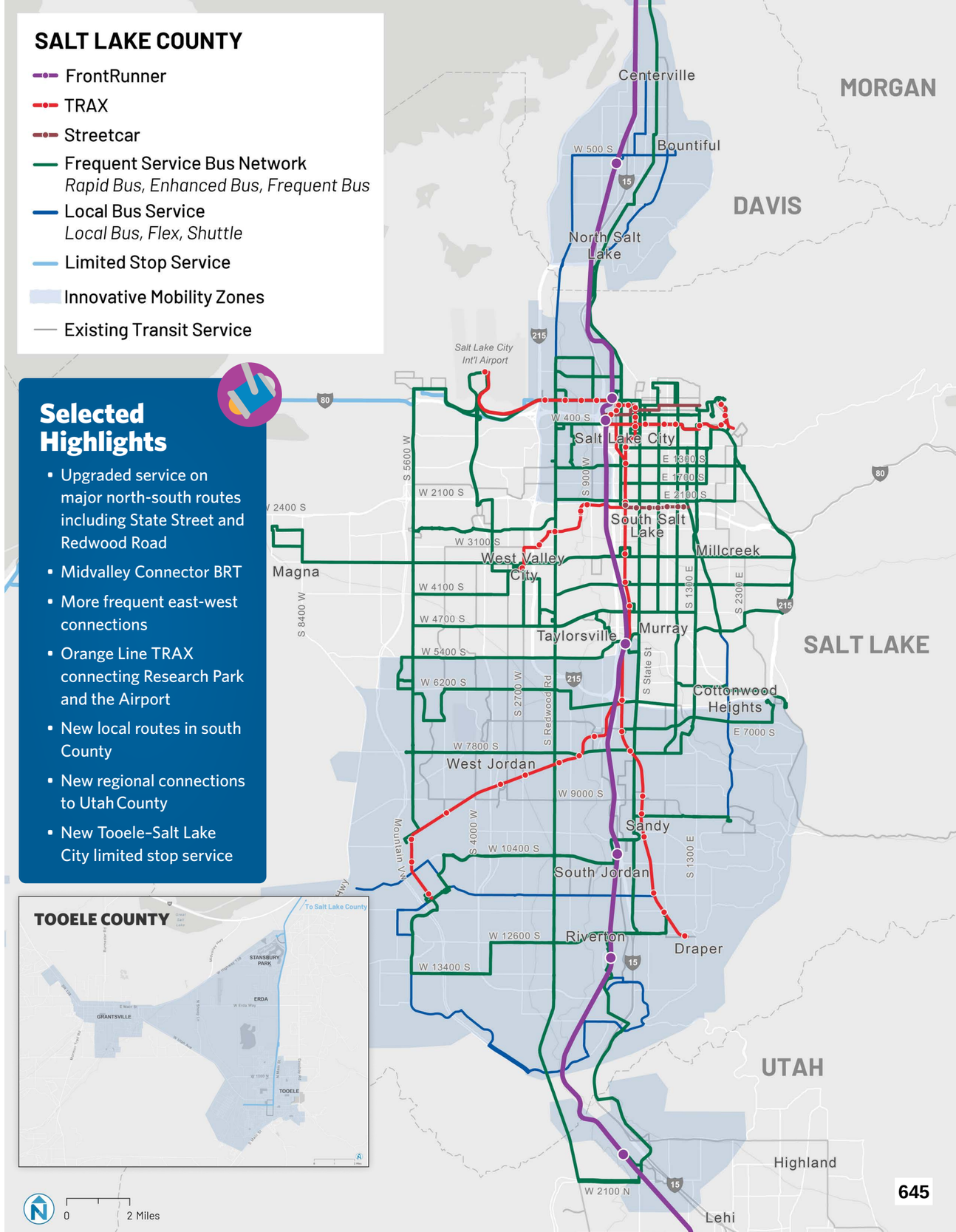
73%
of areas that can support transit[3]

89%
of Equity Focus Areas[4] that can support transit

within 1/2 mile of a frequent UTA route

within 1/2 mile of any UTA route

Notes: 1. Costs are in 2023 dollars. 2. Access to transit metrics compare current demographics with the current (Fall 2023) network to 2050 demographics (based on MAG or WFRC projections) with the future network. 3. Areas that can support transit have at least 10 jobs per acre, 15 residents per acre, or a combination. 4. Equity Focus Areas were identified using the Wasatch Front Regional Council's methodology for the 2023 Regional Transportation Plan, based on concentrations of low-income households and people identifying as members of racial and ethnic minority groups.



Utah County

The cost-constrained UTA Moves 2050 Vision provides FrontRunner service seven days a week,[1] up to every 15 minutes during peak hours, and new or upgraded frequent bus service.

New or upgraded bus routes will give more people access to seven-day frequent service, including to growing parts of the county. Approximately 55% of Transit-Supportive Areas will have access to fixed-route transit service within a ½ mile, including over 80% of Equity Focus Areas.[5]

WHAT DO PROJECTS COST IN THIS COUNTY?[2]

$1.9B
Total capital cost

$45M
Additional annual operating cost

What's Included in This County?



9
total routes with frequent service (including 2 new frequent bus routes)



5
new Rapid Bus (3) and Enhanced Bus (2) routes



5
new routes, major route extensions, or new Innovative Mobility Zones

How Does This Benefit Utah County?

180K
additional residents[3]

110K
additional jobs[3]

32%
of residents

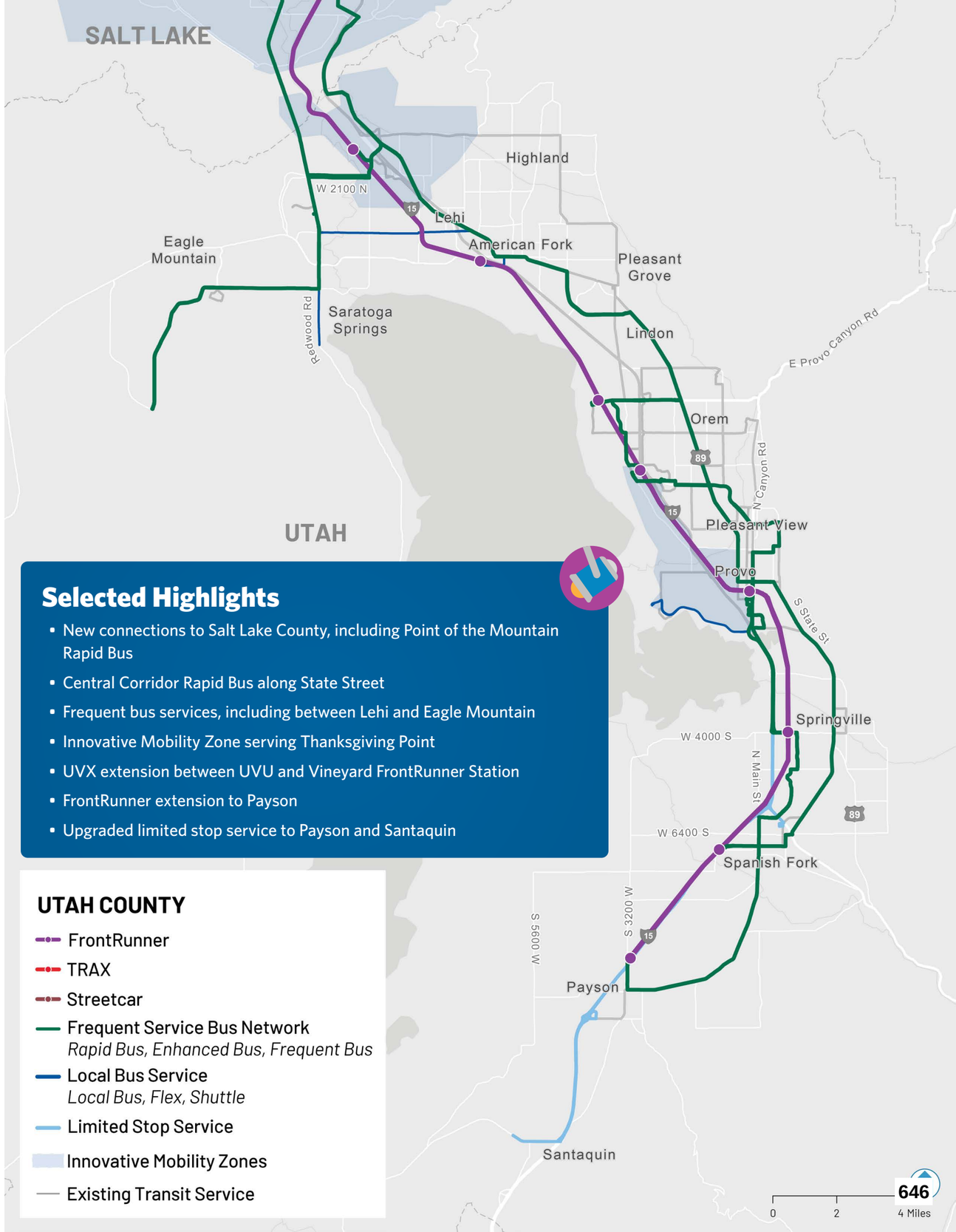
55%
of areas that can support transit[4]

80%
of Equity Focus Areas[5] that can support transit

within 1/2 mile of a frequent UTA route

within 1/2 mile of any UTA route

Notes: 1. Sunday FrontRunner service contingent on double-tracking. 2. Costs are in 2023 dollars. 3. Access to transit metrics compare current demographics with the current (Fall 2023) network to 2050 demographics (based on MAG or WFRC projections) with the future network. 4. Areas that can support transit have at least 10 jobs per acre, 15 residents per acre, or a combination. 5. Equity Focus Areas were identified using the Wasatch Front Regional Council's methodology for the 2023 Regional Transportation Plan, based on concentrations of low-income households and people identifying as members of racial and ethnic minority groups.



Selected Highlights

- New connections to Salt Lake County, including Point of the Mountain Rapid Bus
- Central Corridor Rapid Bus along State Street
- Frequent bus services, including between Lehi and Eagle Mountain
- Innovative Mobility Zone serving Thanksgiving Point
- UVX extension between UVU and Vineyard FrontRunner Station
- FrontRunner extension to Payson
- Upgraded limited stop service to Payson and Santaquin

UTAH COUNTY

- FrontRunner
- TRAX
- Streetcar
- Frequent Service Bus Network
  Rapid Bus, Enhanced Bus, Frequent Bus
- Local Bus Service
  Local Bus, Flex, Shuttle
- Limited Stop Service
- Innovative Mobility Zones
- Existing Transit Service

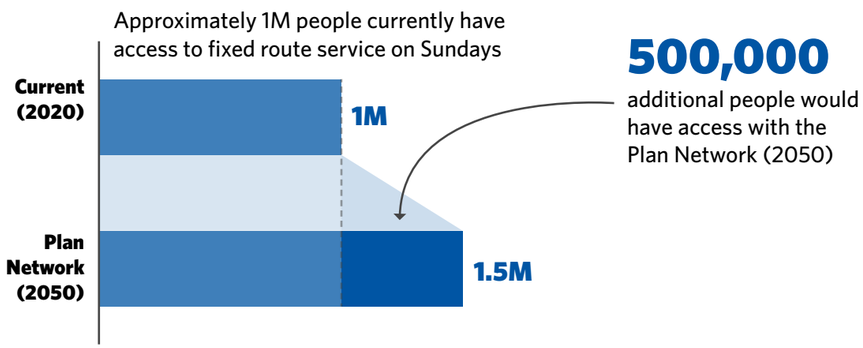
Why Is Sunday Service Important?

The demand for transit doesn't disappear on Sundays. For riders who have non-traditional working schedules, have lower incomes, or have a disability, providing consistent service throughout the week and weekend means improving access and ensuring equitable outcomes.

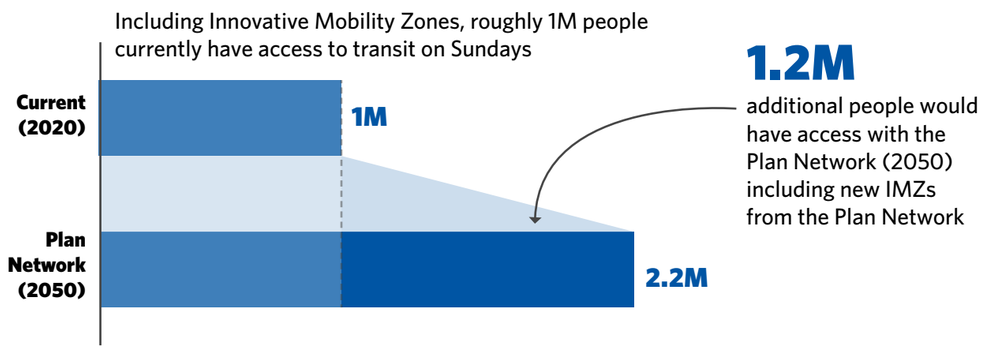
Providing systemwide Sunday service at Saturday service levels would cost roughly $9M annually, which is approximately the same cost as creating four new routes that run every 30 minutes.

How Many People Could Benefit from Sunday Service?

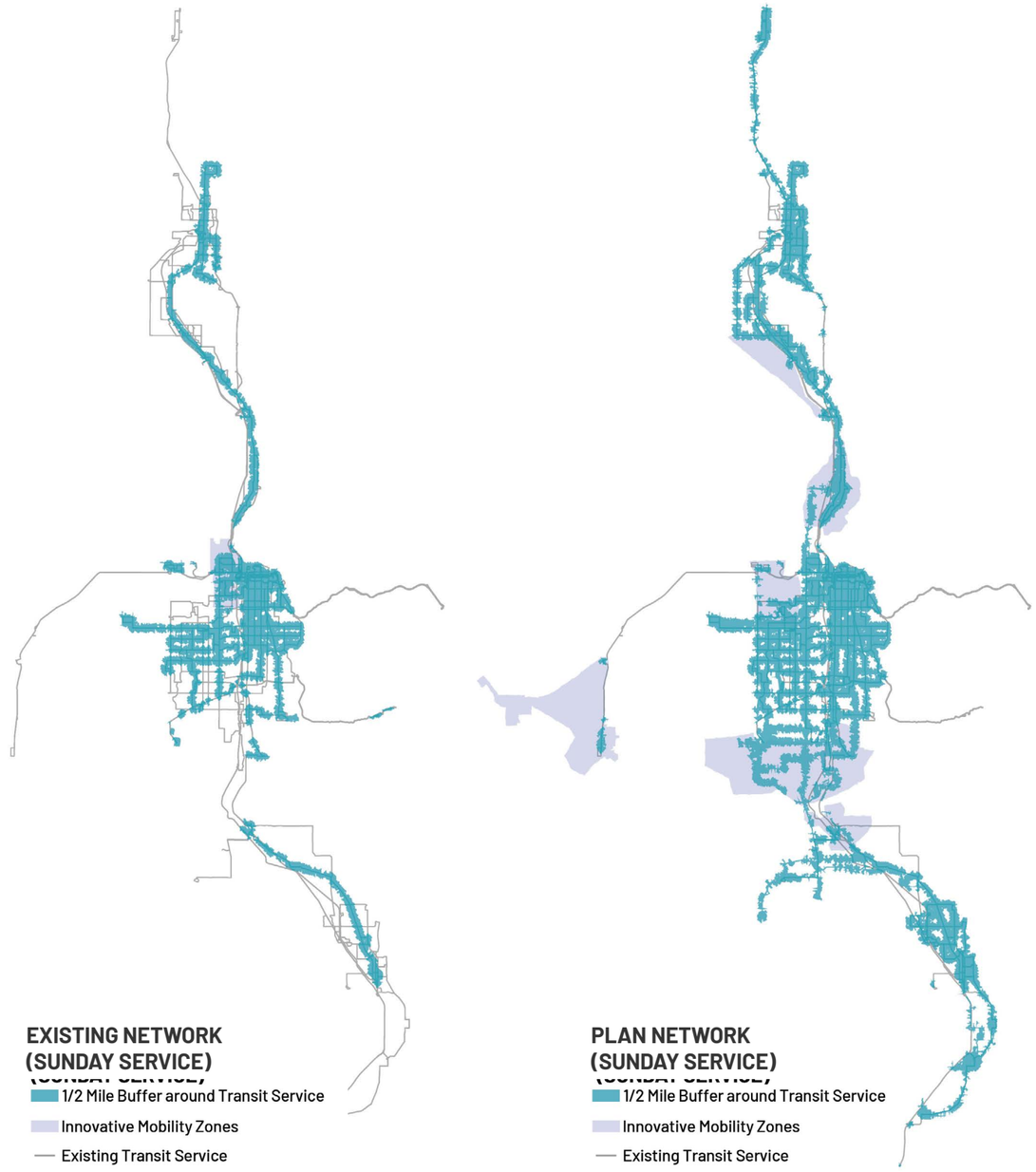
UTA FIXED ROUTE SERVICE



UTA FIXED ROUTE SERVICE AND INNOVATIVE MOBILITY ZONES



The maps below show differences in access between existing Sunday service and the Plan Network Sunday service throughout the UTA service area. The blue shading represents half-mile walking distance from transit stops.



Corridor Preservation

UTA is forward thinking in their approach to anticipate regional needs far into the future. By procuring right-of-way (or "preserving a corridor") in growing communities, UTA is positioned to build or improve transit options efficiently when the time is right

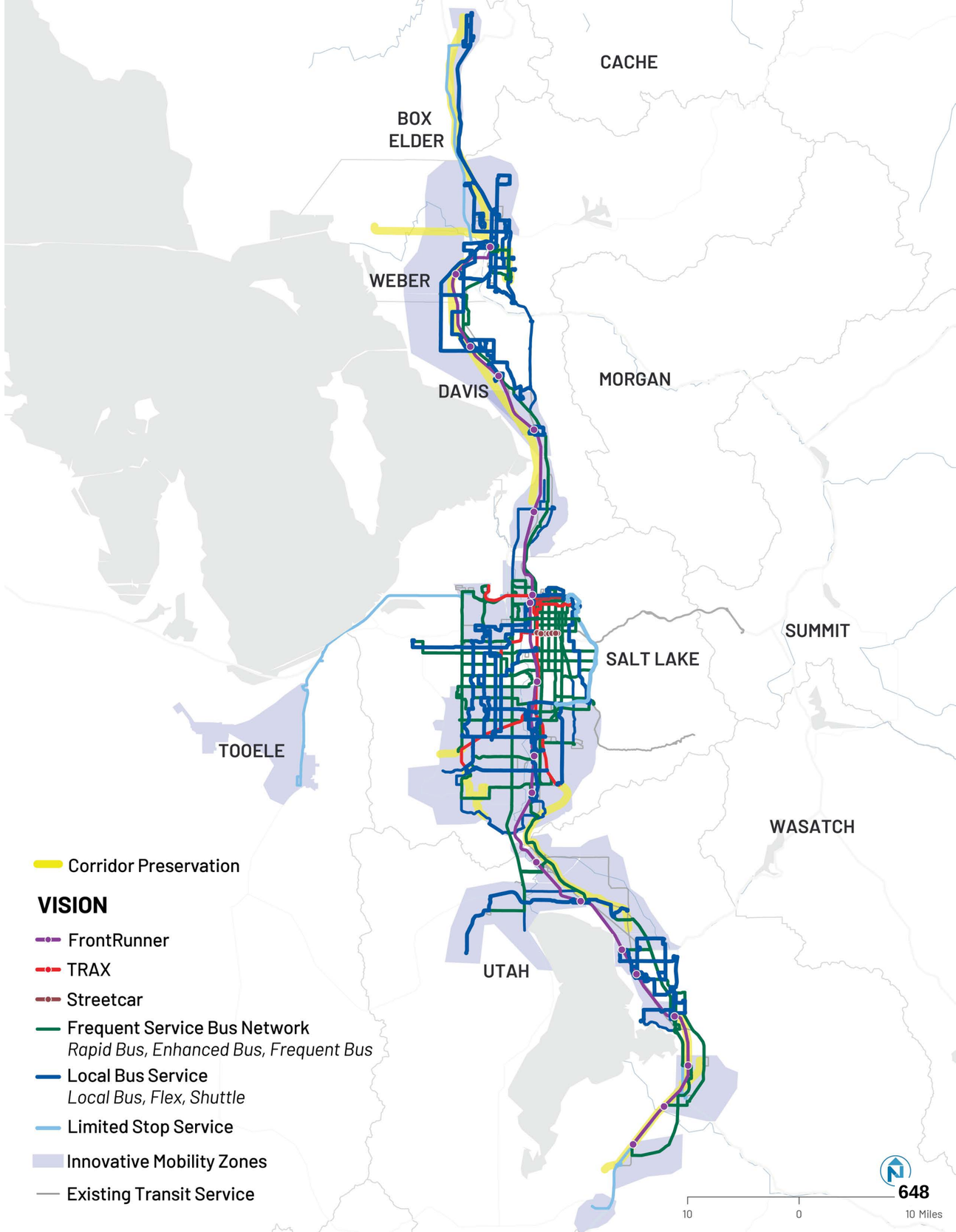
Corridor Preservation refers to the right-of-way owned by UTA. The corridors shown on the map in yellow are preserved for UTA use, whether that be light rail (TRAX), regional commuter rail (FrontRunner), or other mobility enhancements. UTA can use these corridors to best serve communities via transit for years to come by preserving right-of-way throughout the region.

Key Areas of Current Corridor Preservation Owned By UTA:

- Ogden Bus Rapid Transit Corridor
- UVX Bus Rapid Transit Corridor
- FrontRunner North Extension Corridor
- FrontRunner Corridor
- Denver & Rio Grande Western Trail Corridor
- TRAX Blue Corridor
- TRAX Red Corridor
- TRAX Green Corridor
- Downtown Streetcar Corridor
- Tintic Industrial Corridor
- Sharp Sub Corridor
- Bingham Industrial Lead Corridor
- Draper to Pleasant Grove Corridor
- Sharp-Tintic Connection Corridor

Key Areas of Future Corridor Preservation To Be Acquired By UTA:

- Pleasant View to Brigham City Corridor from 300 North, Brigham City to Weber County Line
- Pleasant View to Brigham City Corridor from Box Elder County Line to Ogden FrontRunner Station
- Mid-Jordan Extension Corridor from Daybreak Parkway TRAX Station to 12600 South and Bangerter Highway
- Transit Extension to University Corridor from 13200 South to Real Vista Drive
- West Weber Rail Corridor from 8300 West to Ogden FrontRunner Station



Vision Needs

The implementation of the UTA Moves 2050 Plan Network will make strides to address the greatest needs within the UTA service area.

The map on the adjacent page highlights the parts of the Vision Network that are not possible with existing funding. Most of these lines are existing routes where additional frequency or span improvements are not recommended in the Plan Network. These Vision Network improvements would address additional needs after the three phases of the Plan Network are implemented. They could be prioritized if additional funding becomes available.

The completion of all projects identified in the UTA Moves 2050 Vision Network is important to address the unmet transit demand throughout the UTA service area.

Remaining UTA Moves 2050 Vision Network Improvements



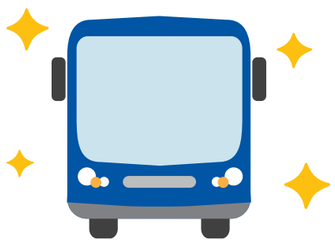
2

new Frequent Bus routes



8

new or extended Local Bus routes, including 1 new Limited Stop route



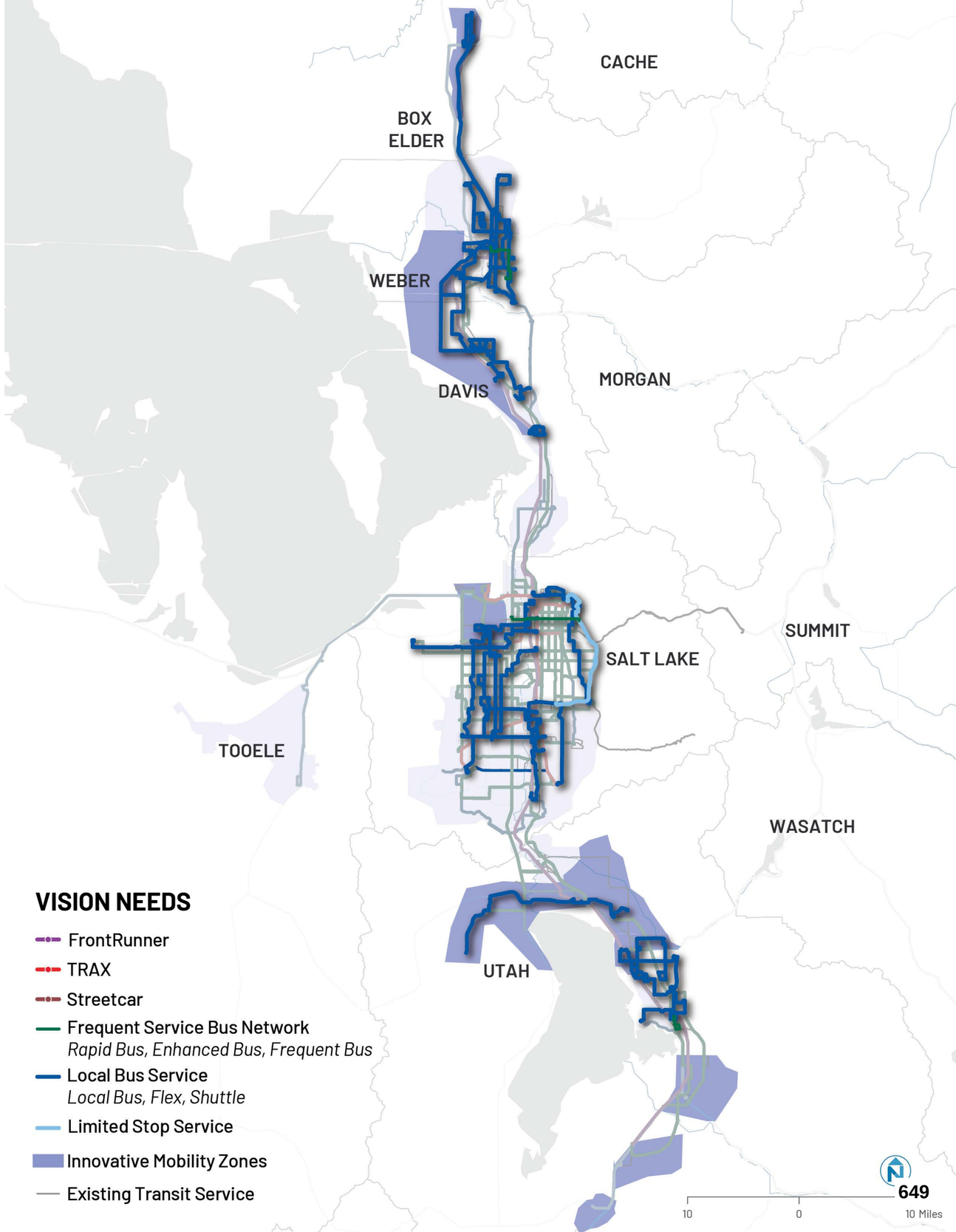
30+

routes that could see improvements in frequency or span



10

new Innovative Mobility Zones



Concurrent Planning Efforts

Point of the Mountain TRANSIT Draper to Lehi

Point of the Mountain

The purpose of the Point of the Mountain (POM) Transit project is to improve mobility between southern Salt Lake County and northern Utah County, provide transit connections, support economic development, and meet growth-related transportation needs.

FrontRunner Ogden to Provo TRANSIT by UTA and UDOT

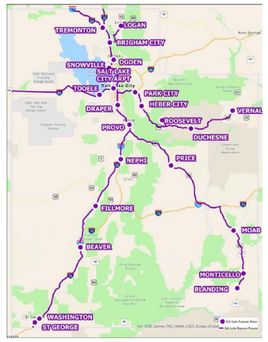
FrontRunner Forward

To accommodate Utah's growing population and the need for additional mobility options, UDOT and UTA are working to enhance the FrontRunner system. The FrontRunner Forward Project is determining strategic double track segments throughout the existing FrontRunner corridor to increase frequency, reliability, and travel time of FrontRunner.

Little Cottonwood Canyon ENVIRONMENTAL IMPACT STATEMENT S.R. 210 | Wasatch Blvd. to Alta

Little Cottonwood Canyon EIS

UDOT released the Record of Decision (ROD) for the Little Cottonwood Canyon Environmental Impact Study (EIS) on July 12, 2023. The ROD is the final step in the EIS process and selects Gondola Alternative B, with phased implementation of Enhanced Bus Service Alternative components. UTA Moves 2050 does not make recommendations regarding Little Cottonwood Canyon transit service.



Statewide Transit Connections

UTA is collaborating with UDOT, Utah's Urban & Rural Specialized Transportation Association (URSTA), and other partners on ways to improve statewide transit connections, including a UDOT-led Intercity Bus Study.



Ski Service

UTA assesses service levels and routes on an annual basis. UTA Moves 2050 does not make recommendations on ski service.

Community Vision Efforts

Areas throughout the UTA region have visions specific to their communities. Some of these planning efforts include:

Rio Grande Plan

The Rio Grande Plan (RGP), a citizen-generated concept, proposes to realign heavy freight rail (Union Pacific), regional commuter rail (FrontRunner), and Amtrak rail under 500 West, by way of a "train box." The centerpiece of The RGP is the historic Rio Grande Depot, which is proposed to be restored and repurposed to become the hub of transit in the city and region. This new depot would accommodate Union Pacific, UTA FrontRunner, Amtrak, as well regional rail services such as TRAX light rail.

Light Rail

Community-led efforts for new light rail service include possible extensions of the Red Line south from Daybreak and light rail in Utah County.

Additional Transit Improvements

UTA recognizes that not all community vision elements are currently accounted for in the UTA Moves 2050 Plan. UTA will continue to work with transportation partners and the communities we serve to explore additional transit options for potential inclusion in future plan updates.





5

What Is Needed to Realize the UTA Moves Vision?

- Workforce
- Transit-Supportive Land Use Context
- Next Steps

Workforce

The future of UTA staff and workforce pipeline is critical to the long-term success of the agency.

What Will It Look Like?

- Improving staff retention and reducing turnover boosts morale, increases productivity and efficiency, and saves resources used by the People Office for the hiring and onboarding process.
- Attracting top, diverse talent for all positions and levels of UTA that reflects the residents of the Wasatch Front and their values. Implement excellent safety and customer service practices.
- Implementation of excellent safety and customer service practices.

What Will It Take?

- Achieving the aspirations and goals of the LRTP will require a larger investment in UTA's workforce to support the growing needs of the service area. Addressing driver shortages, creating sustainable work, and retaining employees is a priority for UTA. As part of continued efforts to recruit, hire and train operators, UTA will be continually monitoring and updating processes, implementing best practices, and identifying opportunities to improve.
- Evaluating work practices directly impacting operators and maintenance staff (i.e. shifts structure, overtime requirements, etc.)
- Successful employers in today's job market foster a workforce culture that provides pathways and opportunities for growth while celebrating diversity and excellence. The broad range of career opportunities within UTA support diverse skillsets and experiences represented by Utahns throughout the greater Wasatch Front.
- Continued development of partnerships with local community-based organizations, institutions, and higher education providers to develop , ways to support hiring and retention efforts.

Transit-Supportive Land Use Context

Success of UTA Moves 2050 will require more than high-quality transit service. This includes several important factors outside of UTA's control, known as the 6 Ds: density, diversity, design, distance, destination accessibility, and demand management.

What Will It Look Like?



DENSITY

Concentrating and intensifying activities near transit stations makes frequent transit possible; land use density is strongly related to transit demand.



DIVERSITY OF LAND USES

A mix of pedestrian-friendly uses create active streets that invite people to walk and take transit for more trips.



DESIGN OF THE BUILT ENVIRONMENT

Pedestrian-friendly communities enable people of all ages and abilities to walk and roll to access transit and other destinations.



DISTANCE TO TRANSIT

A grid of well-connected streets with short blocks makes it easier and faster to access transit from places where people live, work, shop, and play.



DESTINATION ACCESSIBILITY

Aligning major destinations along reasonably direct corridors allows frequent transit lines to serve land uses efficiently.



DEMAND MANAGEMENT

Attractive alternatives encourage people to use transit, walk, and bike for more trips.

Next Steps

UTA Moves 2050 is the first long-range transit plan that UTA has undertaken. UTA plans to update the plan every four years; it will inform the ongoing Regional Transportation Plan (RTP) processes by WFRC and MAG. Funding priorities may be updated as part of the update process.

UTA Moves 2050 funding levels are consistent with the adopted 2023 RTPs, which assume continued increases in local funding. Updates to UTA Moves 2050 priorities and projects may be necessary as funding assumptions change.

UTA Moves 2050 incorporated public outreach in determining investment priorities. Continued public feedback should continue to inform which projects are implemented first.


35A

Appendix X: Project Sheets

UTA Moves 2050
Long-Range Transit Plan
2023-2050

Utah Transit Authority

December 2023 – DRAFT

rideuta.com/LRTP

About This Appendix

This appendix to UTA Moves 2050 provides project sheets for Phase 1 projects in the WFRC and MAG RTPs, as well as additional service projects identified as Phase 1 in UTA Moves 2050.

The Plan suggests potential amendments to RTP phasing or improvement type for some projects. In some cases this could mean possible modifications to future RTPs. Additional study and discussion with MPOs, UDOT, and community partners will be required as part of this process. The table below summarizes those amendments, including the page number in this appendix that includes a detailed project sheet.

Summary of Potential RTP Amendments or Possible Modifications to Future RTPs

Line and Name	Phase 1 Project Sheet Page	RTP Improvement Type	RTP Funded Phase	RTP Project Description	UTA Moves 2050 Phase	Phase 1 Priority	Potential Modifications to RTP Plans
256 5600 West	5	Core Route	1	5600 West Corridor Core Route (15 min service) from Downtown Salt Lake City to 5600 W Old Bingham Highway TRAX Station	1	Very High	The RTP currently shows Route 256 ending at the Old Bingham Highway TRAX station. While it connects to regional rail, this terminus does not serve Daybreak, which has transit supportive land uses (jobs and residents). Consideration should be given to extending Route 256 to Daybreak.
3 300 West	7	Core Route	1	300 West Corridor Core Route (10 min service) from North Temple FrontRunner Station to Central Pointe TRAX Station	1	High	Route 3 has one of the three highest productivity numbers (future passengers per hour) of any existing or future UTA bus route. Given ridership projections, economic growth along the corridor, and cost-effectiveness factors, Route 3 should be considered for upgrades from Enhanced Bus (Core Route) to Rapid Bus (BRT).
4 400 South/Foothill Drive	8	Core Route	1	400 South Corridor - Foothill Drive Core Route (10 min service) from Redwood Road to 3900 South & Wasatch Boulevard	1	High	Route 4 has one of the three highest productivity numbers (future passengers per hour) of any existing or future UTA bus route. Given ridership projections, economic growth, and cost-effectiveness factors, Route 4 should be considered for upgrades from Enhanced Bus (Core) Service to Rapid Bus Service (BRT).
200 State Street North	10	Bus Rapid Transit	2	State Street Bus Rapid Transit from North Temple FrontRunner Station to Midvale Center Station	2	High	The RTP identified this corridor for an upgrade to Rapid Bus (BRT) in Phase 2 (2033-2042) project, but with a Phase 1 need. Given ridership projections, economic growth, and cost-effectiveness factors, Route 200 should be considered in Phase 1 for upgrades to Rapid Bus (BRT).
217 Redwood Road	11	Core Route	1	Redwood Road Corridor Core Route (10 min service) from North Temple FrontRunner Station to West Jordan City Center TRAX Station	1	High	Ridership modeling, the corridor land uses, and travel patterns all suggest Route 217 could support additional service and infrastructure. Future RTP updates should consider an upgrade for Route 217 from Enhanced Bus (Core Route) to a Rapid Bus (BRT) designation.
TRAX Improvements	26	Light Rail	2	400 West - American Spur TRAX Extension from 400 West & 200 South to 200 West & 1300 South	1	Medium	TRAX improvements are included in Phases 2 and 3 of the RTP, including speed and reliability treatments, addition of the Orange Line, and additional new track, primarily in downtown Salt Lake City. Consideration should be given to fast-tracking these changes to Phase 1 (2023–2032) including accelerating the implementation of the Orange Line. Consideration for studying the full operating and capital costs of improving TRAX frequencies to better than 15 minutes should also be included in Phase 1.
710 TRAX Orange Line	27	Light Rail	2	Orange Line TRAX Reconfiguration from Salt Lake Central TRAX Station to Research Park	2	N/A (Phase 2 and Phase 3)	Projected ridership and cost effectiveness of this project was excellent. Consideration should be given to accelerating the implementation of the Orange Line to the 2023-2030 timeframe.
Frontrunner Improvements for Point of the Mountain	29	Commuter Rail	N/A	Not in RTP, but includes six additional miles of doubletracking and a station at The Point development	1	Not Evaluated	There is $200M already allocated to this project, and it may receive additional state legislative funds to complete its funding plan. Consideration should be given to including this project in the RTP.
33 3300 South	30	Core Route	1	3300 South / 3500 South Corridor Core Route (15 min service) from 2600 South & 9180 West to 3900 South & Wasatch Boulevard	1	Low	Route 33 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.
45 4500 South	31	Core Route	1	5400 South Corridor Core Route (15 min service) from 5600 West to 3900 South & Wasatch Boulevard	1	Low	Route 45 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.
54 5400 South	32	Core Route	1	5400 South Corridor Core Route (15 min service) from 5600 West to 3900 South & Wasatch Boulevard	1	Low	Route 54 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.
220 Highland Drive - 1100 East	34	Core Route	1	Local Link Core Route (15 min service) from 200 South to Holladay Boulevard	1	Low	Route 220 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring Core Route capital investments as currently identified in the RTP.

Project Evaluation Metrics

Every potential route level improvement in the cost unconstrained Vision Network was analyzed with a combination of quantitative and qualitative evaluation metrics. Metrics were based on UTA's Strategic Plan goals and represent elements that are measurable, easy to understand, and replicable. Evaluation metrics include key elements such as ridership, capital and operating costs, public support, and social equity measures. Specific metrics and how they are consistent with the Strategic Plan are illustrated below.

Goal: Moving Utahns to a Better Quality of Life

Metric	How Did We Measure It?
People within 1/2 mile	Total number of people (2050) within ½ mile walk of transit stops along a project or route
Jobs within 1/2 mile	Total number of jobs (2050) within ½ mile walk of transit stops along a project or route
Potential to get more people to switch to transit	Based on transit modes that provide high-quality service (e.g., high frequency) to attract more riders

Goal: Exceeding Customer Expectations

Metric	How Did We Measure It?
Transit reliability benefits	Based on transit modes that provide transit priority to make service more reliable
Ridership per mile	Modeled future ridership (2050), per mile of project or route

Goal: Achieving Organizational Excellence

Metric	How Did We Measure It?
Capital cost	Cost-effectiveness in terms of the capital cost per rider
Operating and maintenance cost	Cost-effectiveness in terms of the annual operating & maintenance cost per rider

Goal: Building Community Support

Metric	How Did We Measure It?
Service to Equity Focus Areas	Percent of route or project walkshed within Equity Focus Areas
Support from outreach	Level of community support based on outreach results

Goal: Generating Critical Economic Return

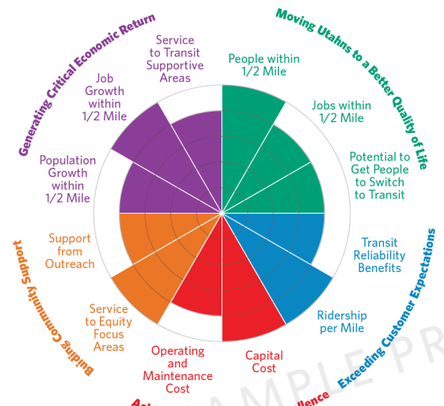
Metric	How Did We Measure It?
Population growth within ½ mile of route or project	Change in future population within 1/2 mile transit walk access of route, compared to the baseline
Job growth within ½ mile of route or project	Change in future jobs within 1/2 mile transit walk access of route, compared to the baseline
Service to Transit Supportive Areas	Percent of route or project walkshed within Transit Supportive Areas (based on minimum density of population and jobs)

A value was calculated for each evaluation metric and then assigned a score based on which quintile rank it fit in for all projects. For instance, if an investment had one of the highest riders per mile, then it was assigned the highest rank. A composite score for all evaluation metrics was then developed. For Phase 1 projects, the composite scores were translated into a Very High, High, Medium, and Low category. Very High projects had a high composite score and were typically already under way. High projects represent new investments that had high composite scores. The Low category represents investments that did not appear to meet regional goals as well as the other investments that were evaluated.

PROJECT SHEETS

Upgrade Route 217 Redwood Road to Enhanced Bus (Core Route)

Achieving Our Goals[1]



EXAMPLE PROJECT SHEET

Location, Priority, and Phasing

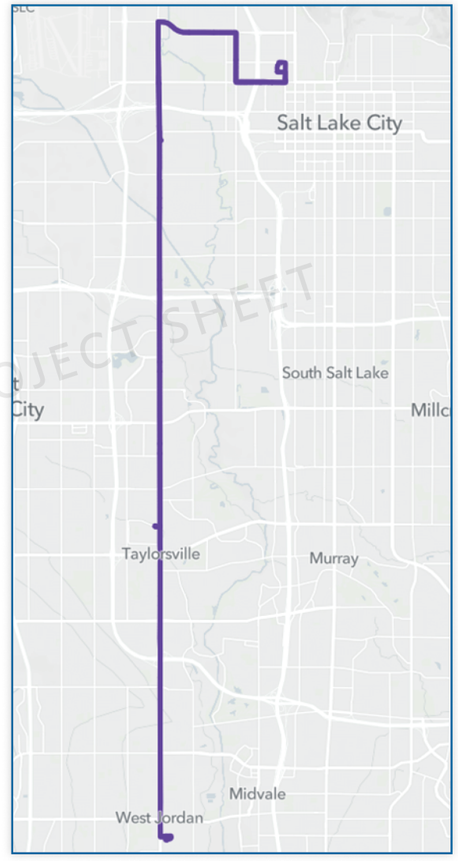
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

Description

Route 217 connects the North Temple FrontRunner Station with the West Jordan City Center Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15 minute service.

Potential RTP Amendment: Ridership modeling, the corridor land uses, and travel patterns all suggest Route 217 could support additional service and infrastructure. Future RTP updates should consider an upgrade for Route 217 from Enhanced Bus (Core Route) to a Rapid Bus (BRT) designation.

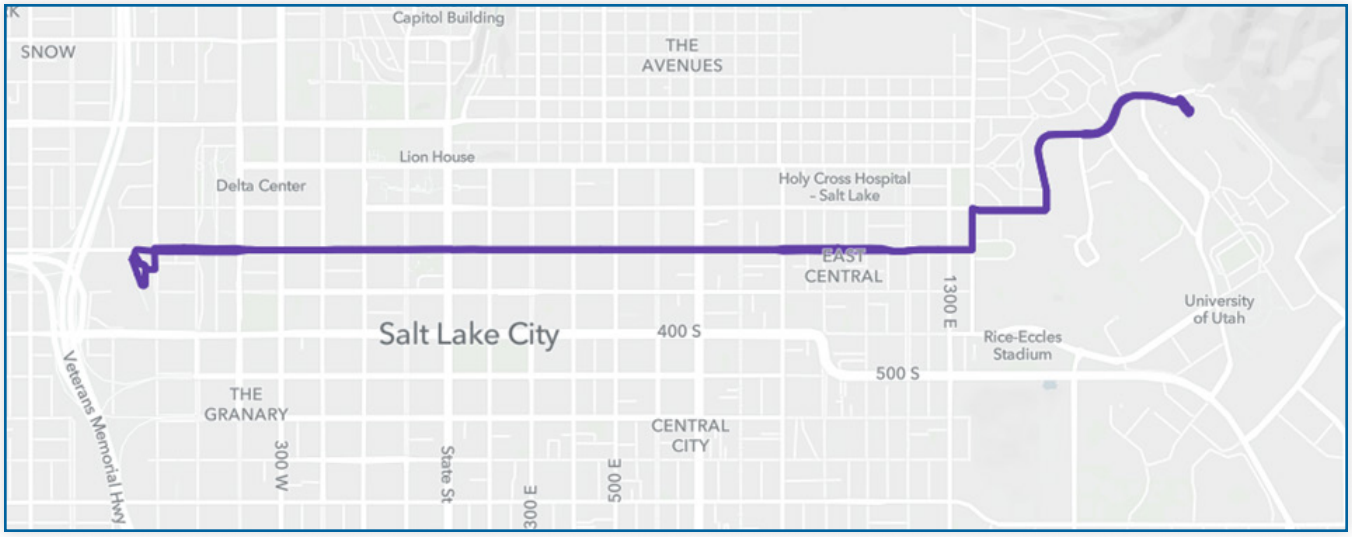
[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.



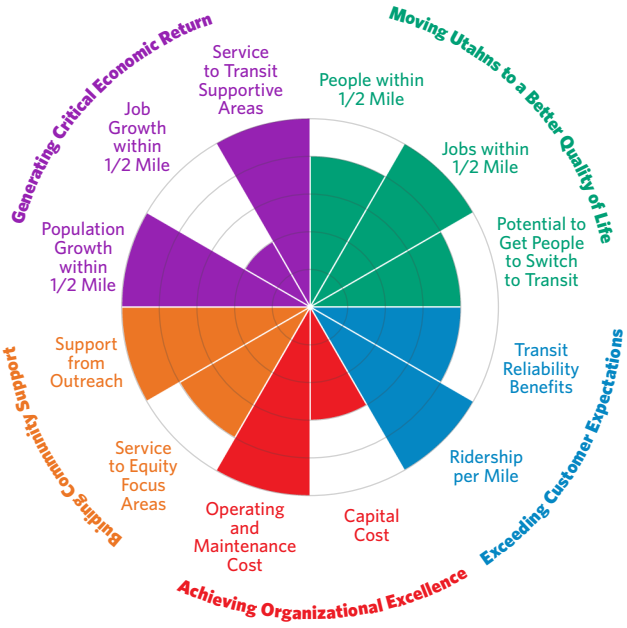
$17.27M
Capital Costs (2023$)

$3.93M
Annual O&M Costs (2023$)

Upgrade Route 2 200 South to Rapid Bus (Bus Rapid Transit)



Achieving Our Goals[1]



$40.5M

Capital Costs (2023$)

$1.95M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Very High

Description

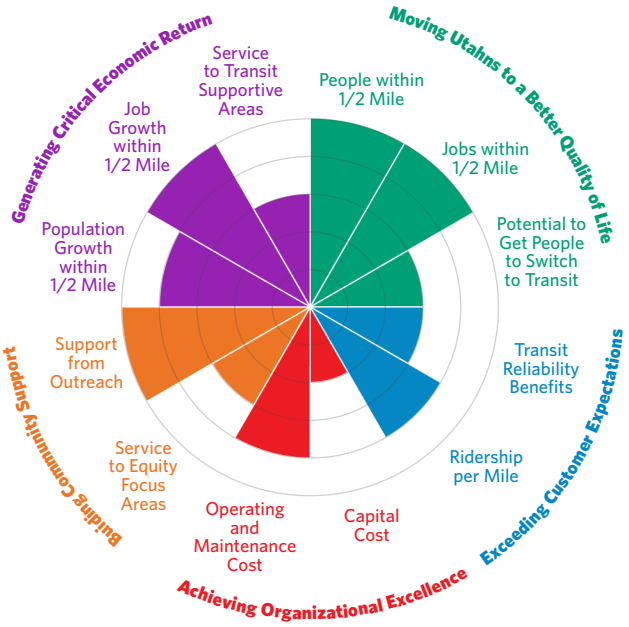
Route 2 connects Salt Lake Central Station, downtown Salt Lake City, and the University of Utah with frequent weekday and Saturday service. This project would add Rapid Bus (BRT) elements including branding, off-board fare collection, elevated platforms, and enhanced stations as well as robust speed and reliability treatments such as bus lanes and transit signal priority (TSP) to improve travel times. Weekday service would be more frequent than every 15 minutes, while Sunday service would be improved to every 15 minutes.

Salt Lake City is currently upgrading 200 South with Transit Priority infrastructure, including bus lanes.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Route 256 5600 West Enhanced Bus (Core Route)

Achieving Our Goals[1]



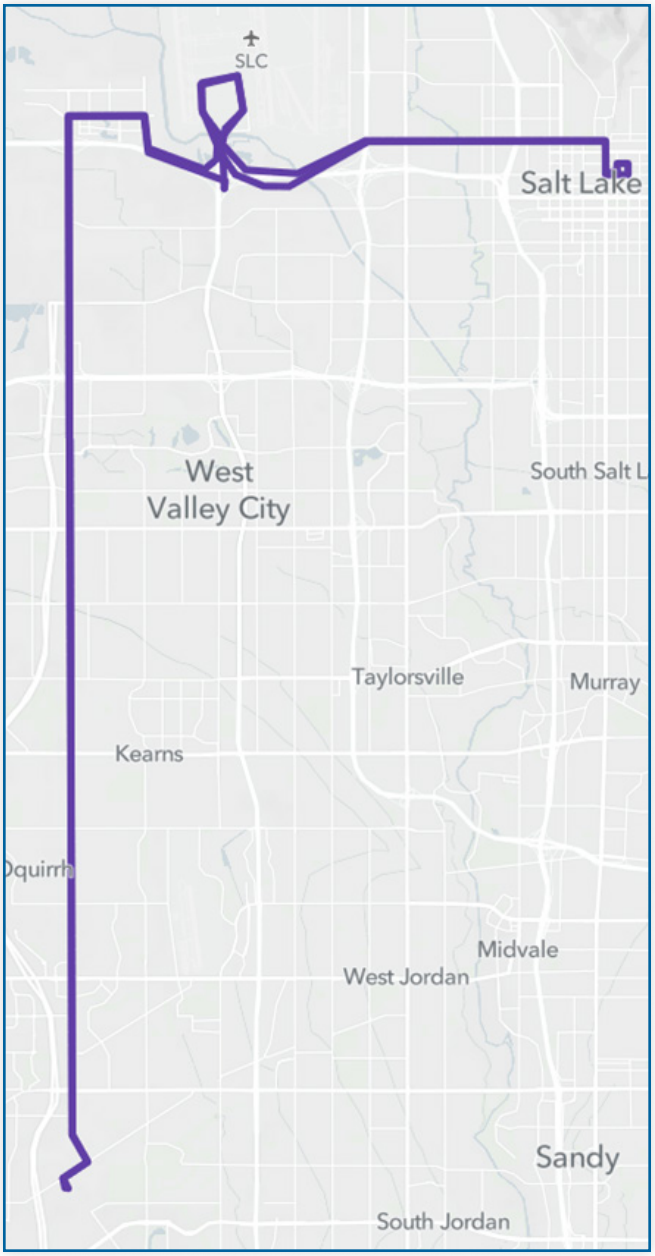
Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Very High

Description

Route 256 is a new Enhanced Bus line (Core Route) connecting Downtown Salt Lake City, Salt Lake International Airport, International Center and the 5600 West corridor to the Old Bingham Highway TRAX Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Service would operate every 15 minutes seven days a week and provide a direct, fast connection between the Mountain View corridor and the Airport.

Potential RTP Amendment: The RTP currently shows Route 256 ending at the Old Bingham Highway TRAX station. While it connects to regional rail, this terminus does not serve Daybreak, which has transit supportive land uses (jobs and residents). Consideration should be given to extending Route 256 to Daybreak.



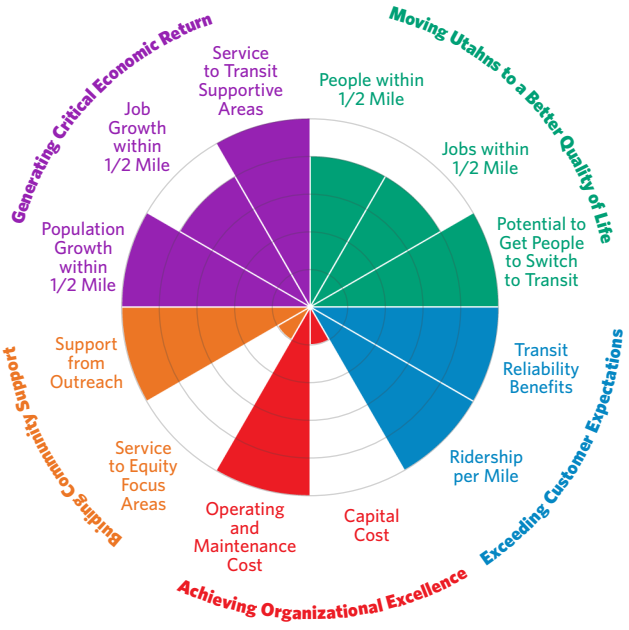
[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

$70.0M
Capital Costs (2023$)

$3.53M
Annual O&M Costs (2023$)

Prepare FrontRunner for Better Frequency and Higher Speed Operations

Achieving Our Goals[1]



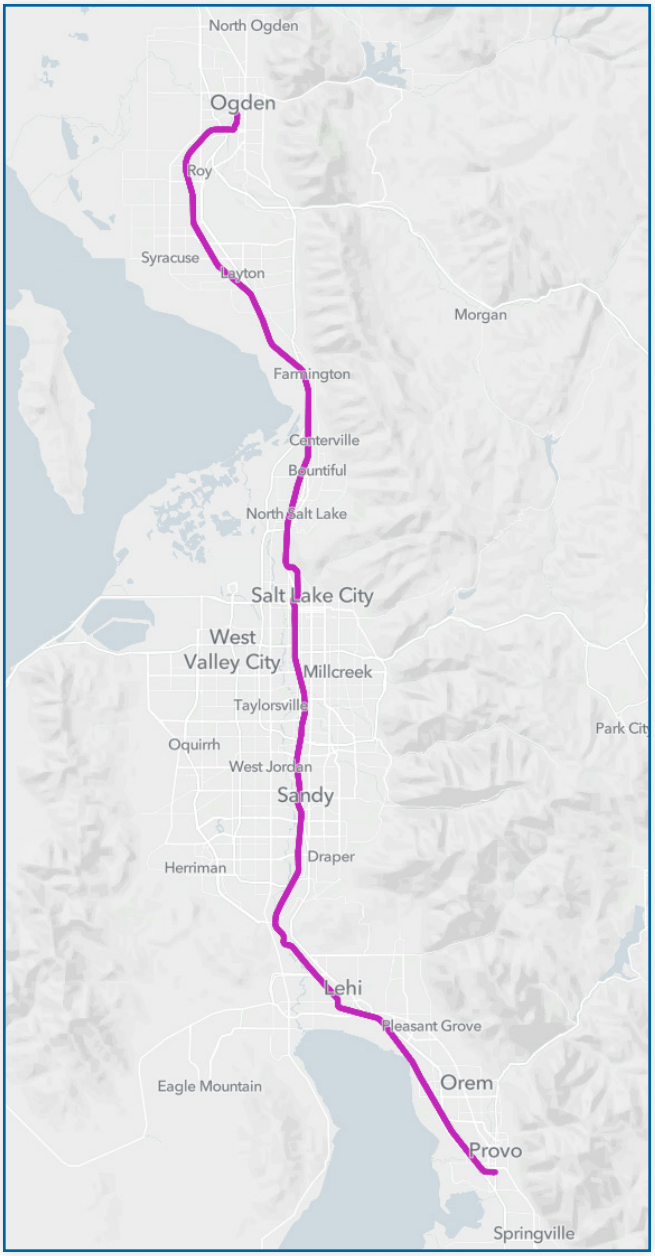
Location, Priority, and Phasing

Counties	Weber, Davis, Salt Lake, Utah
MPOs	WFRC, MAG
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Very High

Description

As part of FrontRunner Forward, the capacity of FrontRunner service is anticipated to be expanded. This includes strategic doubletracking (nine sections of new double track), additional train sets, and signal improvements. Service improvements including Sunday service and trains up to every 15 minutes at peak times are contingent on completion of the doubletracking. While the capital costs of these investments is high, the anticipated ridership and productivity are high as well.

Note: The capital and operating costs are shown for FrontRunner upgrades in Phase 1 of the WFRC and MAG RTPs and do not include additional upgrades in later RTP phases.



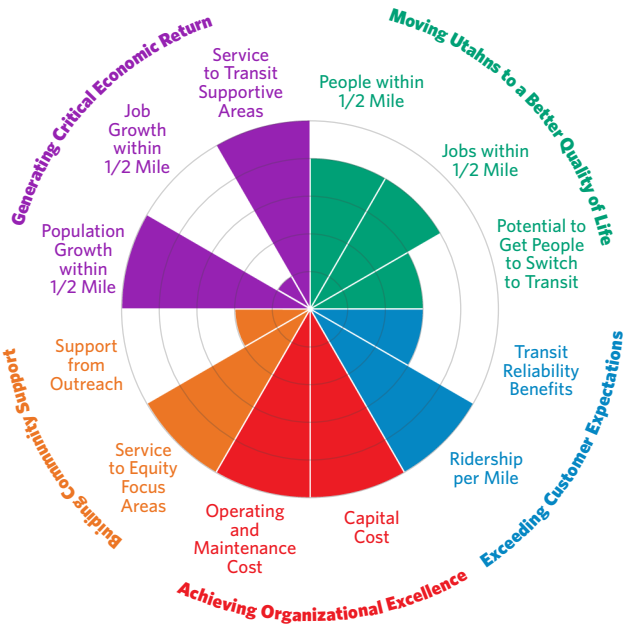
$966.1M
Capital Costs (2023$)

$16.32M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Route 3 300 West Enhanced Bus (Core Route)

Achieving Our Goals[1]



Location, Priority, and Phasing

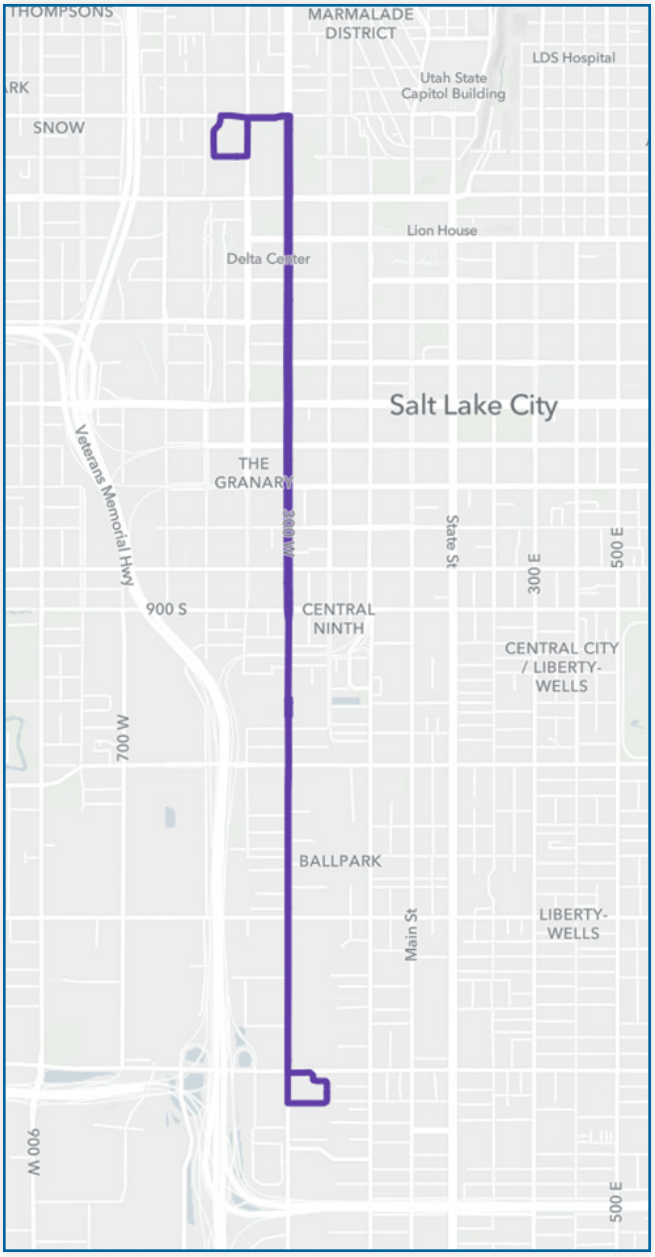
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

Description

Route 3 is a new Core Route connecting North Temple FrontRunner Station, 300 West, and Central Pointe Station. It provide a direct, frequent service in a rapidly growing area of Salt Lake City. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times.

Potential RTP Amendment: Route 3 has one of the three highest productivity numbers (future passengers per hour) of any existing or future UTA bus route. Given ridership projections, economic growth along the corridor, and cost-effectiveness factors, Route 3 should be considered for upgrades from Enhanced Bus (Core Route) to Rapid Bus (BRT).

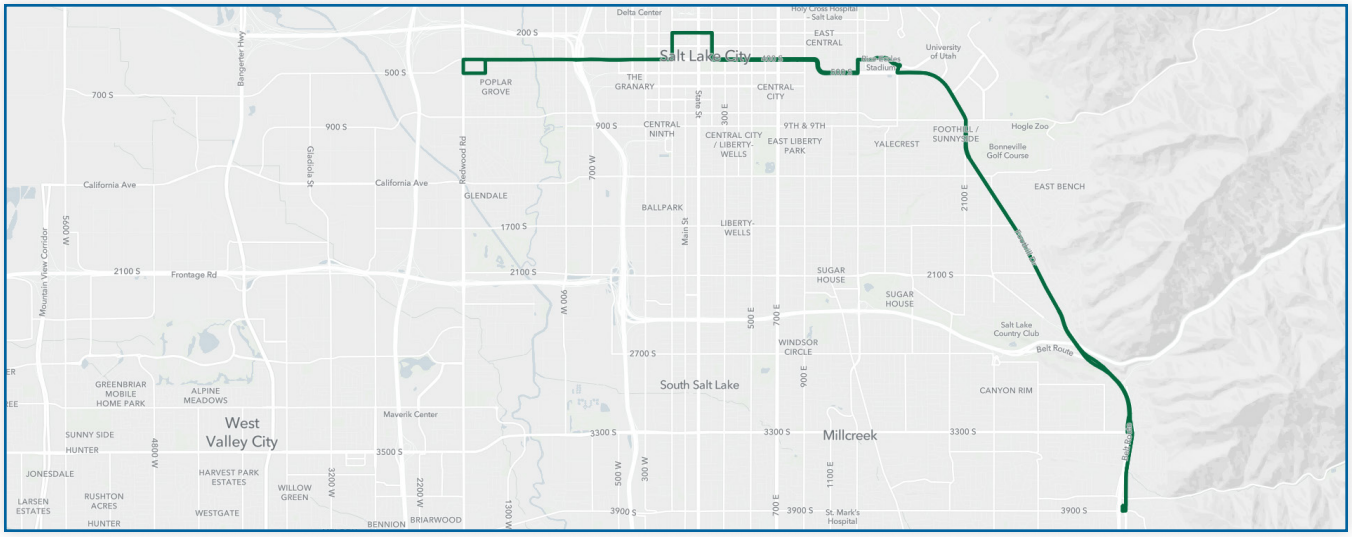
[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.



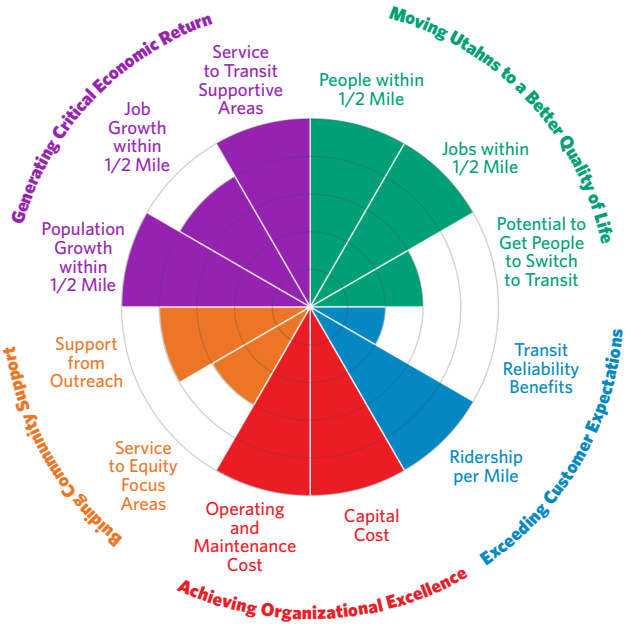
$4.62M
Capital Costs (2023$)

$1.05M
Annual O&M Costs (2023$)

Upgrade Route 4 400 South / Foothill Drive to Enhanced Bus (Core Route)



Achieving Our Goals[1]



$13.2M

Capital Costs (2023$)

$3.0M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

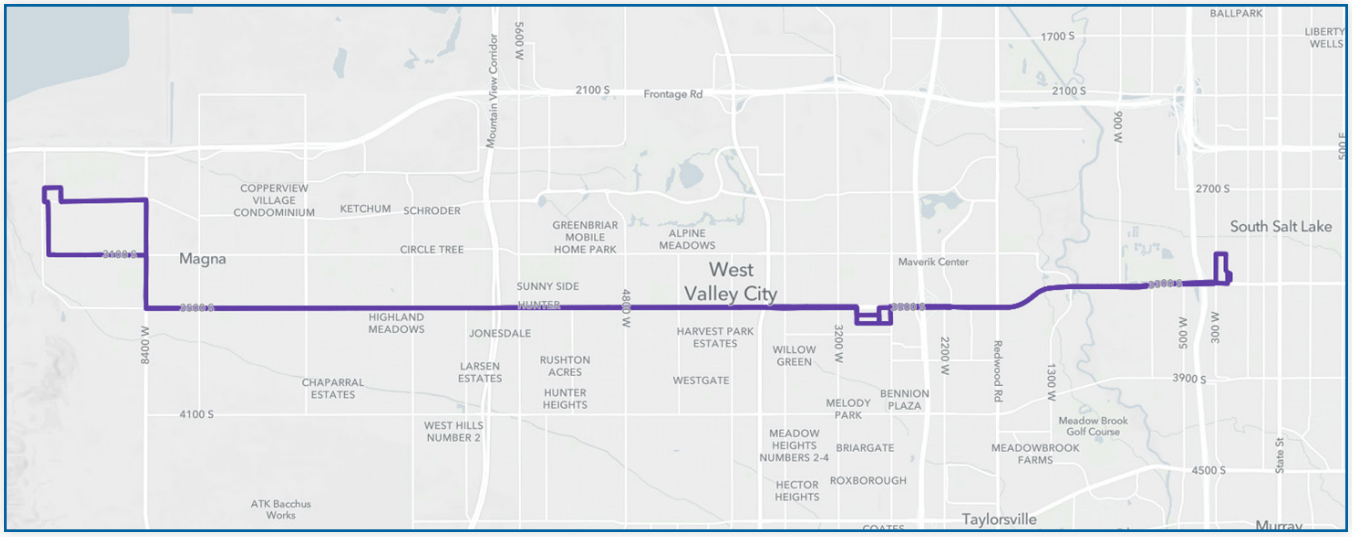
Description

Route 4 connects Olympus Cove Park and Ride, Wasatch Boulevard, Foothill Drive, University of Utah, 400 S, Downtown Salt Lake City, 400 S, and Redwood Road. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday frequencies would be improved to every 10 minutes while Saturday and Sunday frequencies would be improved to every 15 minutes.

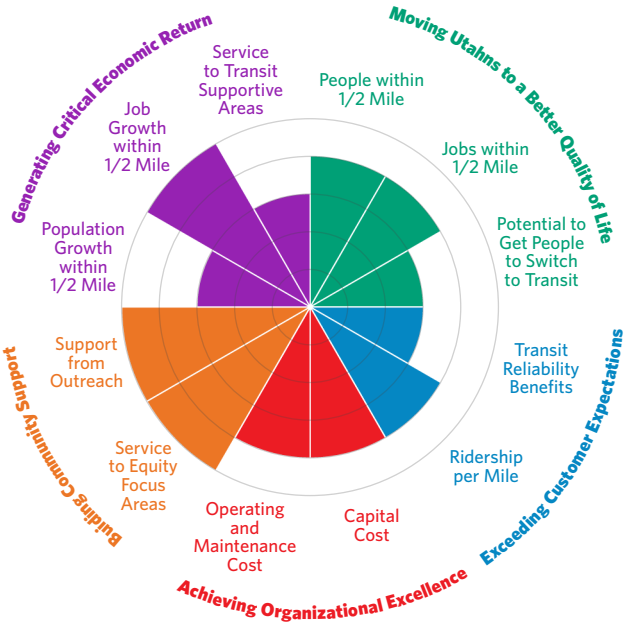
Potential RTP Amendment: Route 4 has high productivity numbers (future passengers per hour). Given ridership projections, economic growth, and cost-effectiveness factors, Route 4 should be considered for upgrades from Enhanced Bus (Core Route) to Rapid Bus (BRT).

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 35 3500 South to Enhanced Bus (Core Route)



Achieving Our Goals[1]



$16.56M

Capital Costs (2023$)

$3.52M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

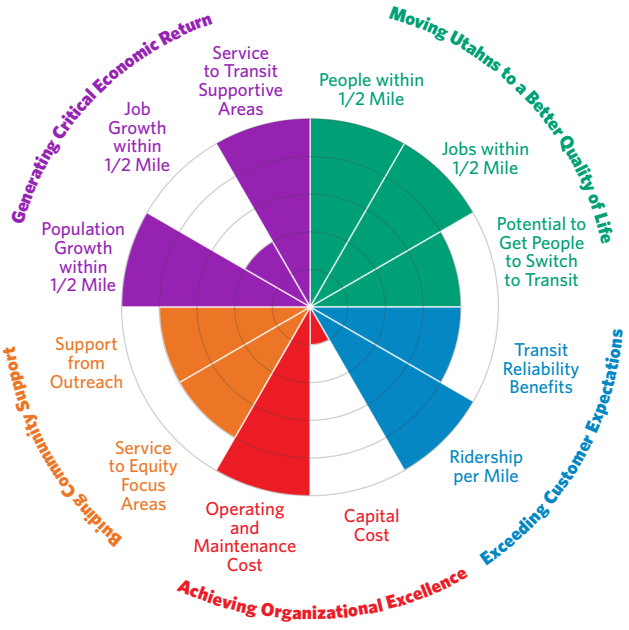
Description

Route 35 connects Magna, 3500 West, West Valley Central Station, and the Millcreek TRAX Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday service would be improved to every 15 minutes.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 200 State Street North to Rapid Bus (Bus Rapid Transit)

Achieving Our Goals[1]



Location, Priority, and Phasing

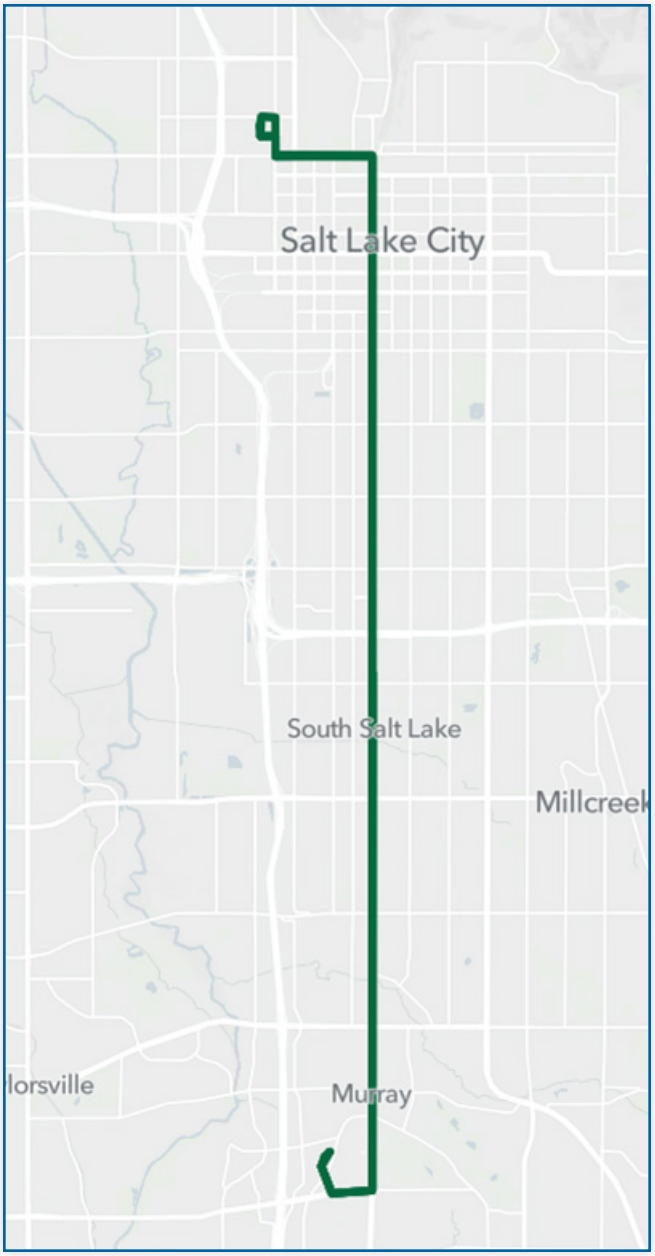
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 2 Priority (2033–2042):	High

Description

Route 200 connects the North Temple FrontRunner Station with downtown Salt Lake City and Murray Central Station. This project would add Rapid Bus (BRT) elements including branding, off-board fare collection, elevated platforms, and enhanced stations as well as speed and reliability treatments such as bus lanes and transit signal priority (TSP) to improve travel times. Service would be every 15 minutes seven days a week. The Capital will continue to have service once Route 200 service levels are upgraded.

Potential RTP Amendment: The RTP identified this corridor for an upgrade to Rapid Bus (BRT) in Phase 2 (2033-2042) project, but with a Phase 1 need. Given ridership projections, economic growth, and cost-effectiveness factors, Route 200 should be considered in Phase 1 for upgrades to Rapid Bus (BRT).

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

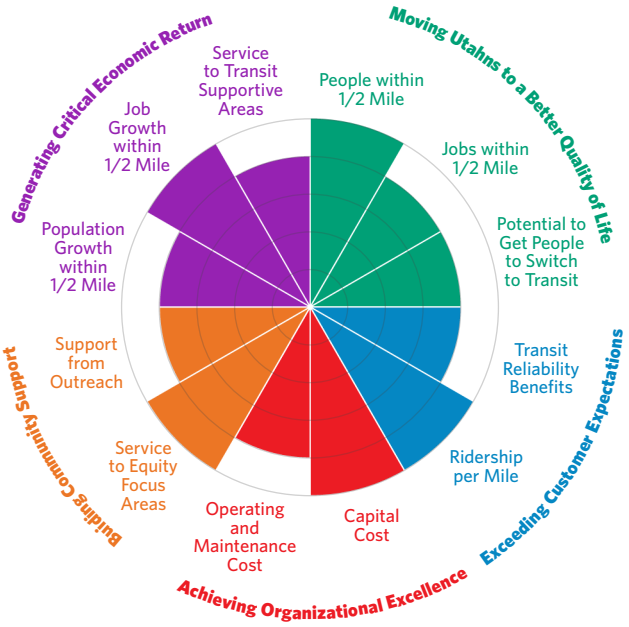


$5.22M
Capital Costs (2023$)

$130,000
Annual O&M Costs (2023$)

Upgrade Route 217 Redwood Road to Enhanced Bus (Core Route)

Achieving Our Goals[1]



Location, Priority, and Phasing

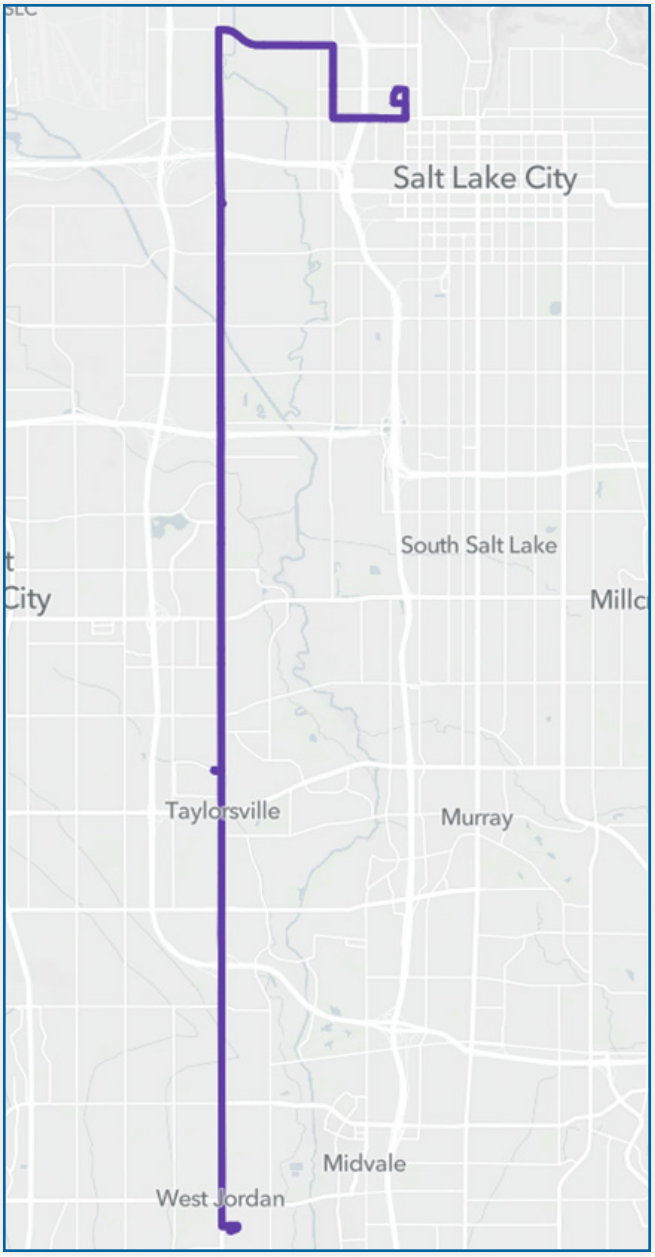
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

Description

Route 217 connects the North Temple FrontRunner Station with the West Jordan City Center Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15 minute service.

Potential RTP Amendment: Ridership modeling, the corridor land uses, and travel patterns all suggest Route 217 could support additional service and infrastructure. Future RTP updates should consider an upgrade for Route 217 from Enhanced Bus (Core Route) to a Rapid Bus (BRT) designation.

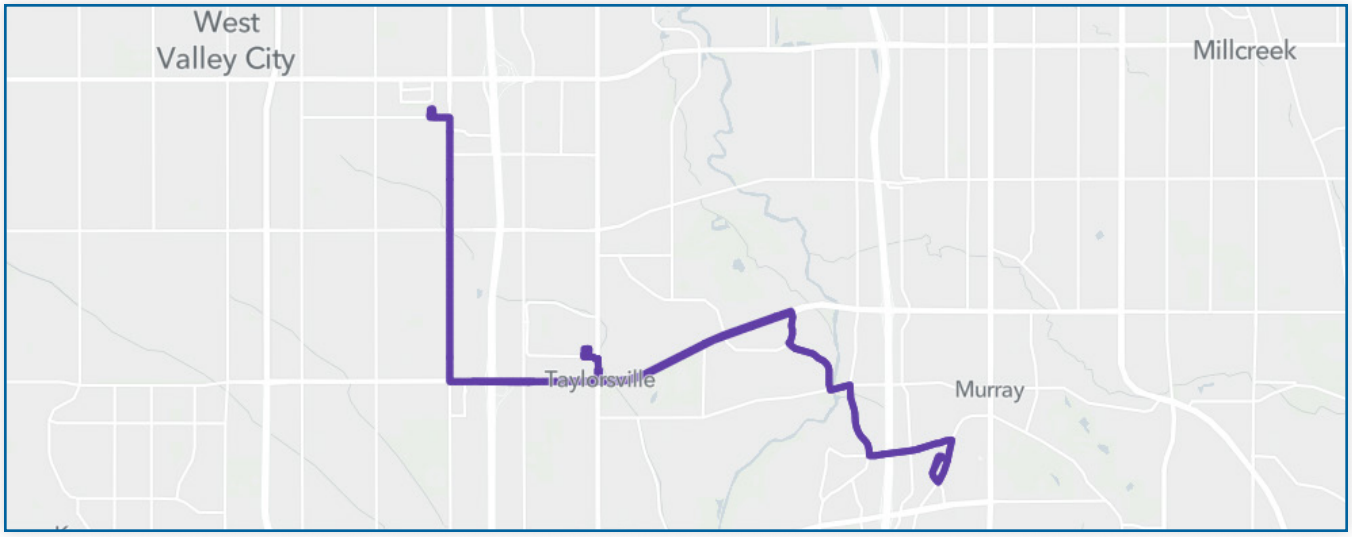
[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.



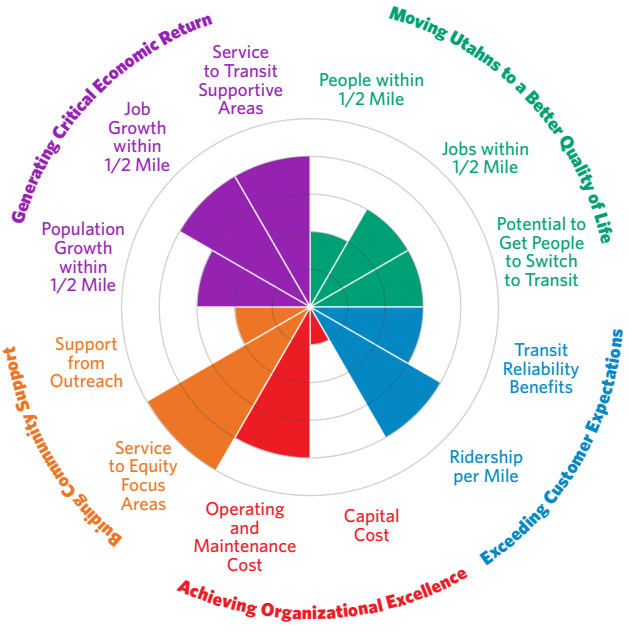
$17.27M
Capital Costs (2023$)

$3.93M
Annual O&M Costs (2023$)

Implement the Midvalley Connector Rapid Bus (Bus Rapid Transit)



Achieving Our Goals[1]



$115.0M

Capital Costs (2023$)

$1.03M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Very High

Description

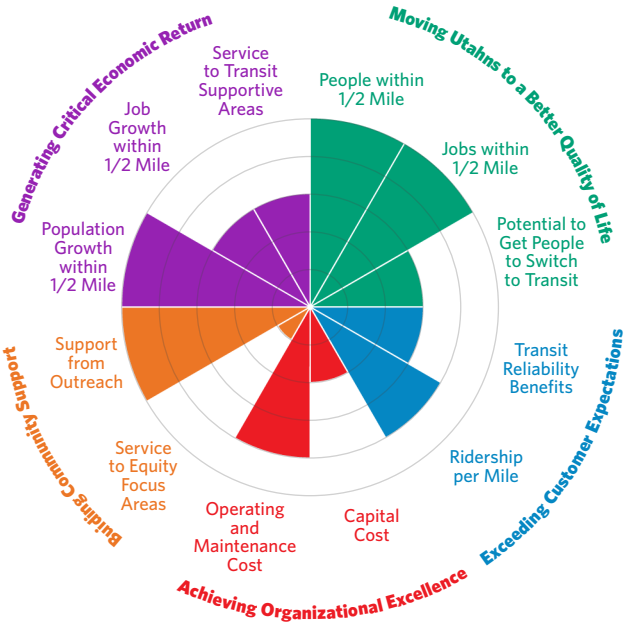
The Midvalley Connector Rapid Bus (BRT) will connect Murray Central Station to the SLCC Redwood Campus and West Valley Central Station. The Rapid Bus line has passed environmental reviews and is entering construction.

Rapid Bus (BRT) elements include branding, off-board fare collection, elevated platforms, and enhanced stations as well as robust speed and reliability treatments such as bus lanes and transit signal priority (TSP) to improve travel times.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Davis – Salt Lake City Community Connector Enhanced Bus (Core Route)

Achieving Our Goals[1]

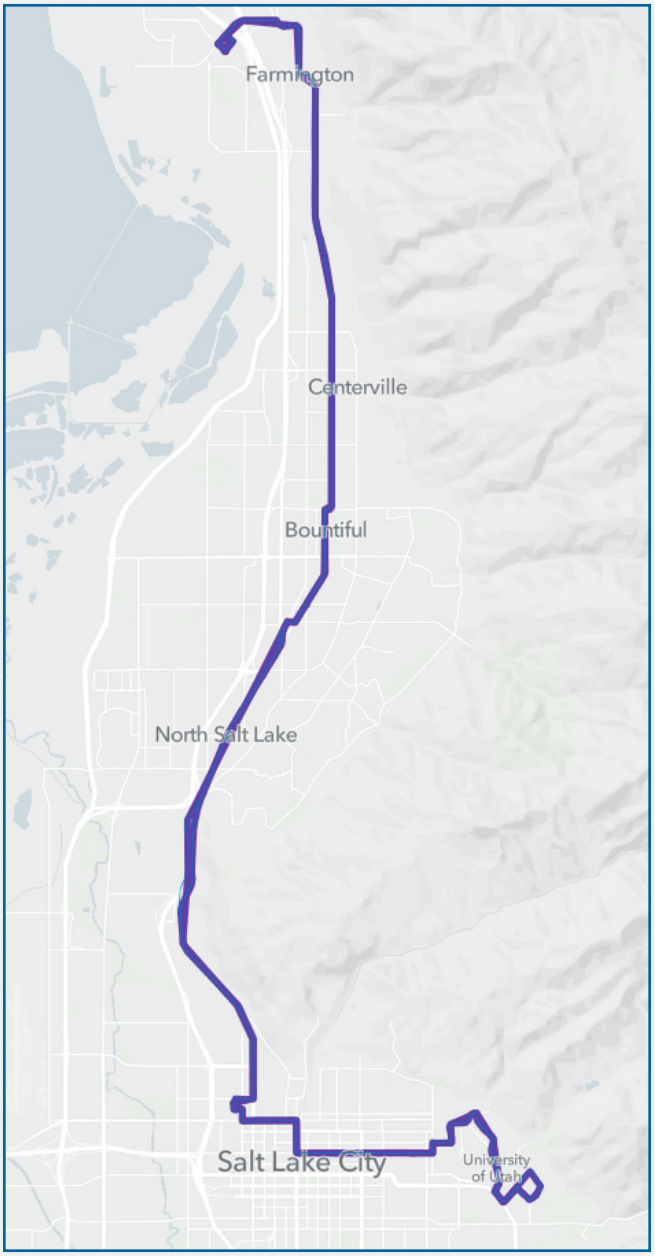


Location, Priority, and Phasing

County	Davis, Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	High

Description

This project will connect the Farmington FrontRunner Station, Centerville, Bountiful, North Salt Lake, and other areas of south Davis County to downtown Salt Lake City and Research Park. The project will also include speed and reliability treatments to improve travel times and customer amenities such as branded shelters.

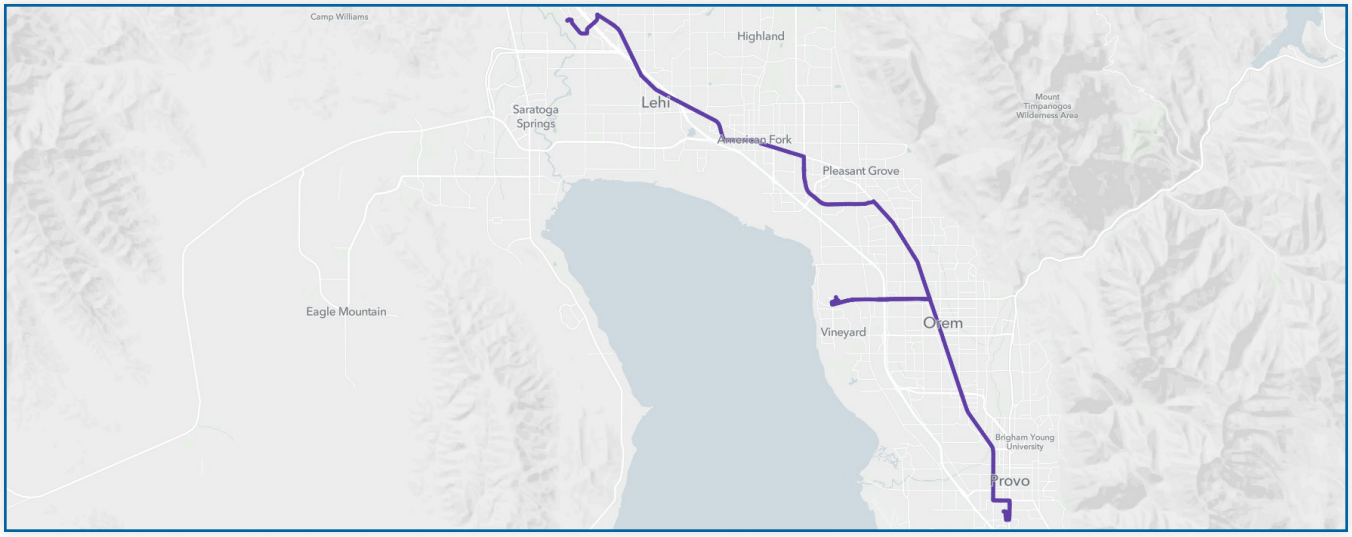


$75.6M
Capital Costs (2023$)

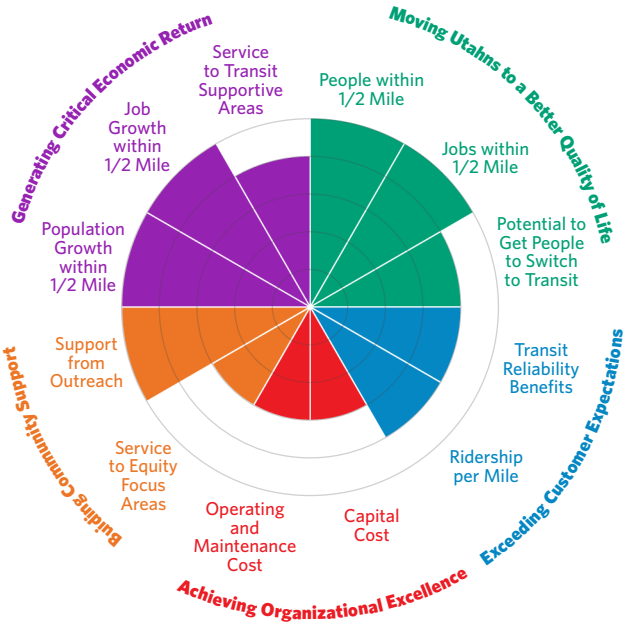
$6.38M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 850 to Central Corridor State Street Enhanced Bus (Core Route)



Achieving Our Goals[1]



$13.8M

Capital Costs (2023$)

$2.997M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

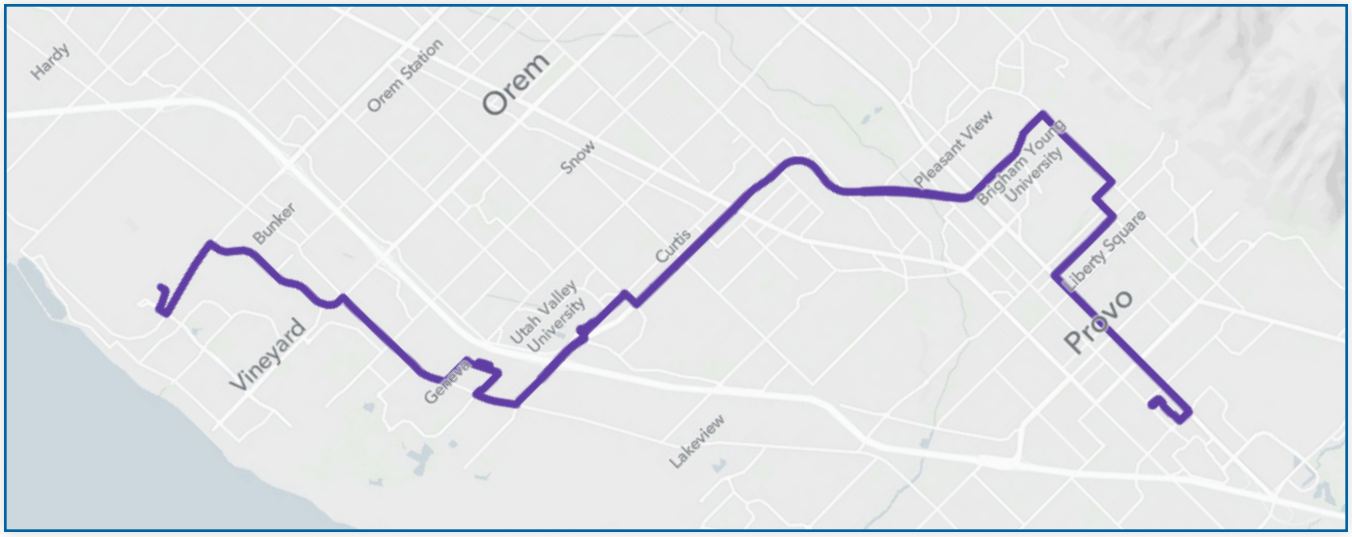
County	Utah
MPO	MAG
RTP Implementation Year:	2023–2032
Phase 1 Priority (2023–2032):	High

Description

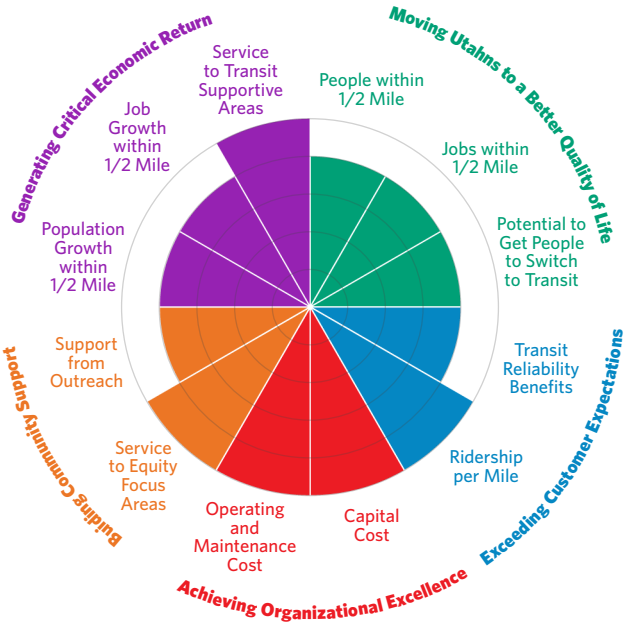
This project will connect the Lehi FrontRunner Station, American Fork, Orem, Provo, and the Provo Central FrontRunner Station. The project will also include speed and reliability treatments such as transit signal priority and passenger amenities such as branded shelters. These improvements will help support a future transition to full Rapid Bus (BRT) service in this corridor.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Extend UVX to Vineyard FrontRunner Station



Achieving Our Goals[1]



$1.6M

Capital Costs (2023$)

$339,000

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Utah
MPO	
RTP Implementation Year:	2023–2032
Phase 1 Priority (2023–2032):	High

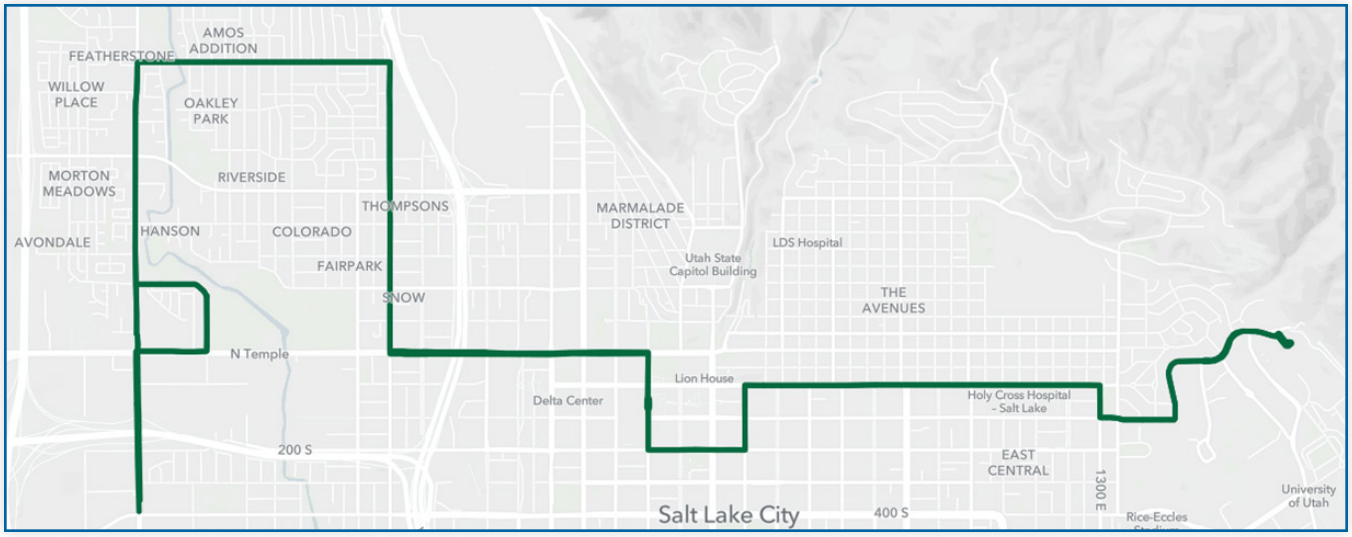
Description

This project will extend the UVX Rapid Bus (BRT) line from Orem Central FrontRunner Station to Vineyard Station. Anticipated frequencies are expected to remain at today's levels. The extension will incorporate speed and reliability treatments such as transit signal priority and passenger amenities such as branded shelters. A second extension from the southern terminus will serve the Provo Airport (see separate project sheet).

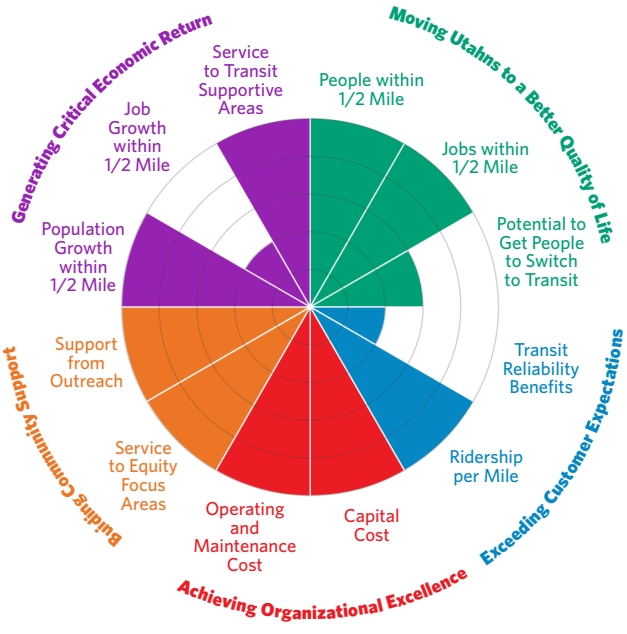
This project will require additional study and the extension would not be feasible until development at Vineyard is built out sufficiently to warrant this level of service.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 1 Rose Park / South Temple to Enhanced Bus (Core Route)



Achieving Our Goals[1]



$7.2M

Capital Costs (2023$)

$610,000

Annual O&M Costs (2023$)

Location, Priority, and Phasing

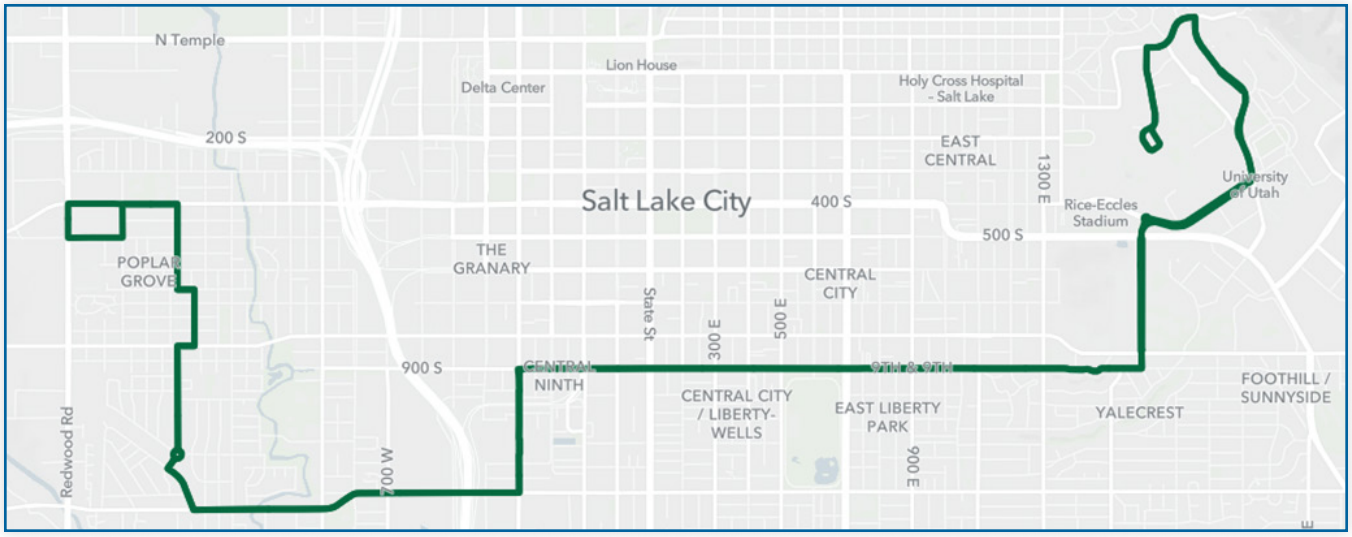
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

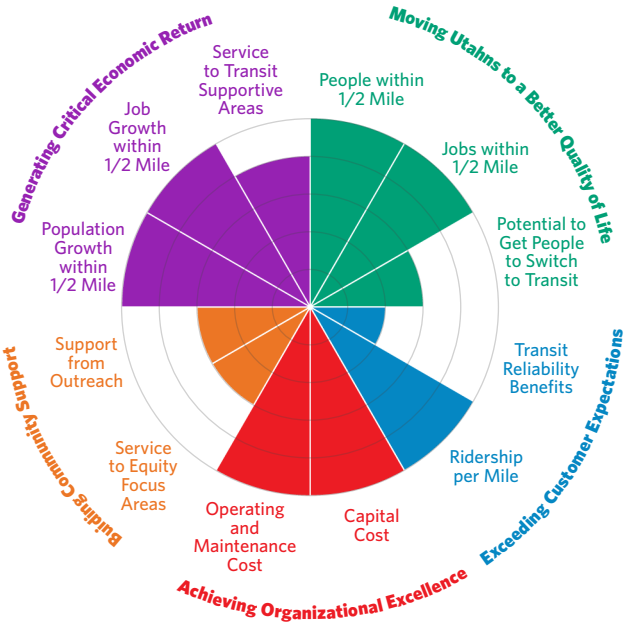
Route 1 connects Rose Park, downtown Salt Lake City, and the University of Utah with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday service would be improved to every 15 minutes.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 9 900 South to Enhanced Bus (Core Route)



Achieving Our Goals[1]



$6.72M

Capital Costs (2023$)

$1.46M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

Route 9 connects the University of Utah with 900 South and West Salt Lake City. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday frequencies would be improved to every 15 minutes.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 201 State Street South to Enhanced Bus (Core Route)

Achieving Our Goals[1]

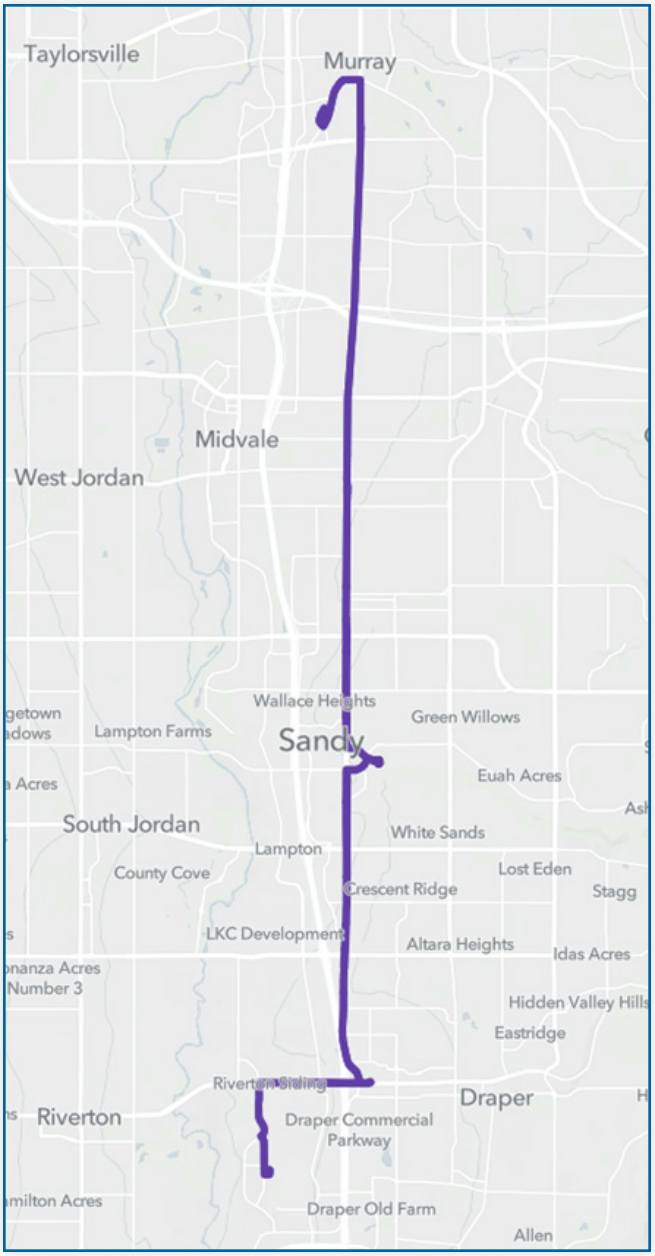


Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

Route 201 connects the Murray Central Station with Sandy and the Draper FrontRunner Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday, Saturday, and Sunday service would be every 15 minutes.



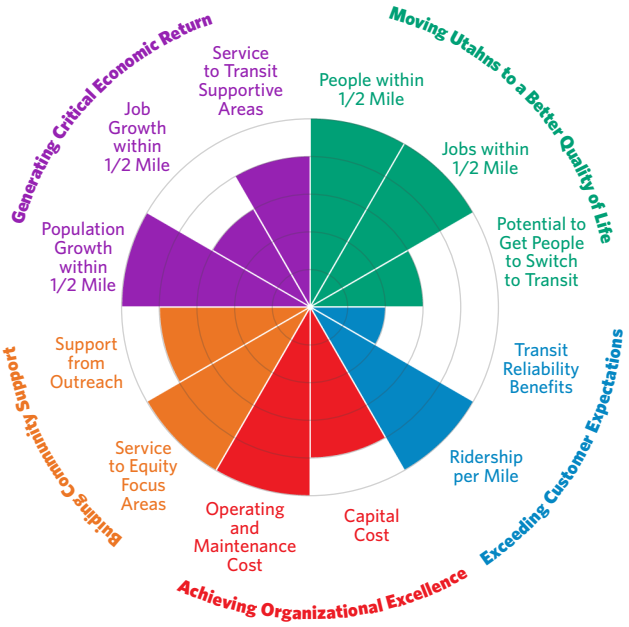
$6.66M
Capital Costs (2023$)

$1.45M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 205 500 East to Enhanced Bus (Core Route)

Achieving Our Goals[1]

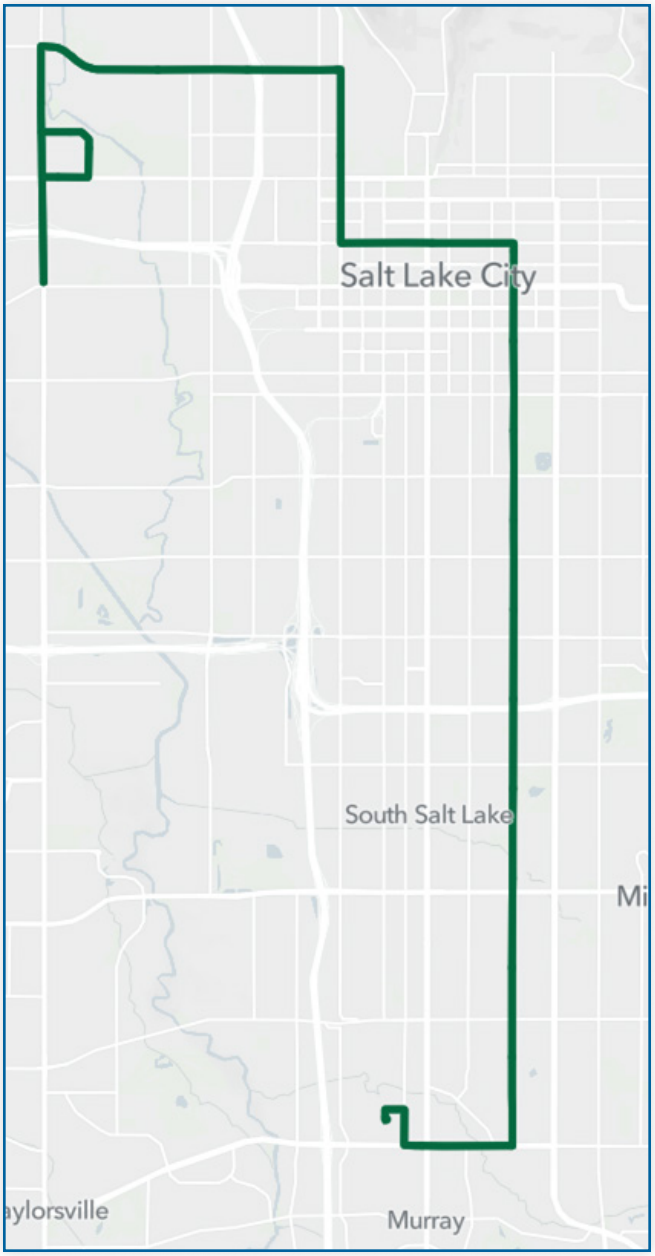


Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

Route 205 connects Redwood Road, the North Temple Frontrunner Station, downtown Salt Lake City, and Murray Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15-minute service.



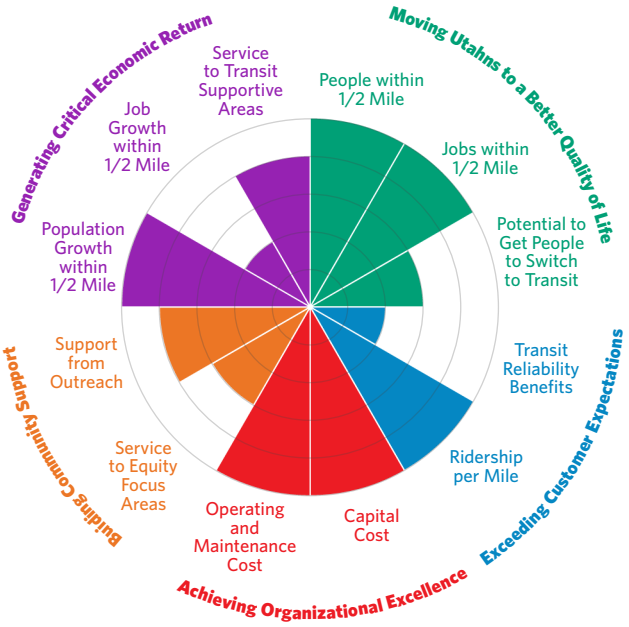
$14.74M
Capital Costs (2023$)

$3.35M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 209 900 East to Enhanced Bus (Core Route)

Achieving Our Goals[1]

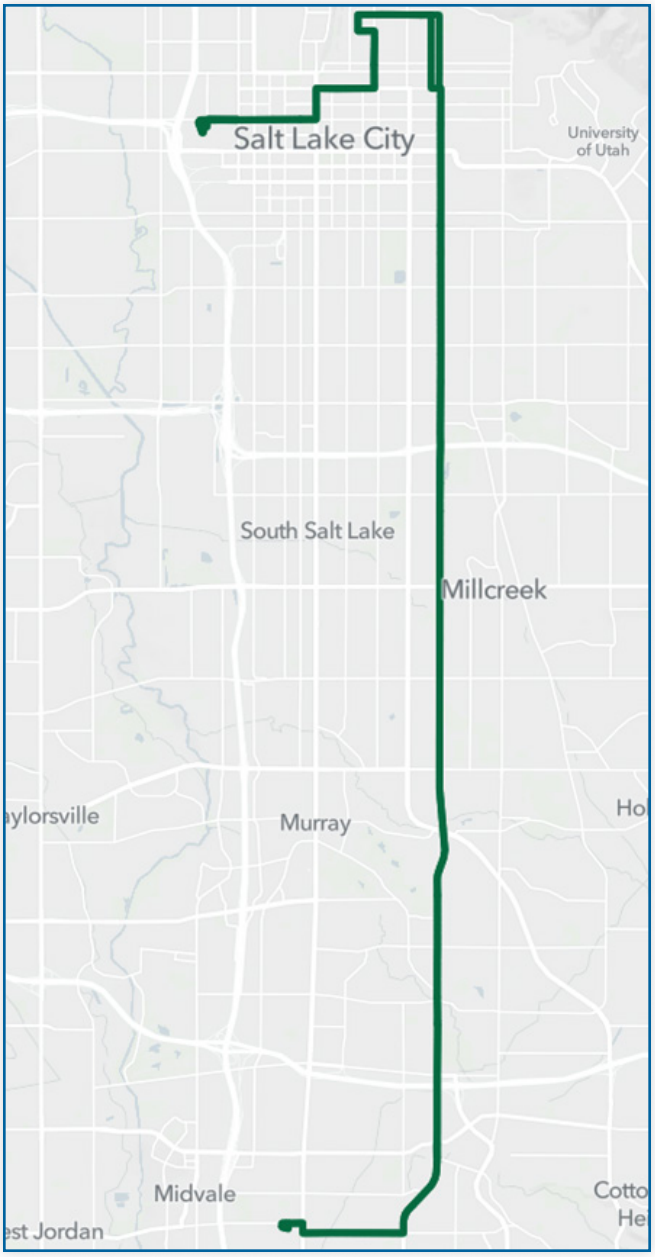


Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

Route 209 would connect Salt Lake Central Station, downtown Salt Lake City, the Avenues, and 900 East with Midvale Center Station with frequent weekday service. This project would extend the southern route terminus from Fashion Place West Station to Midvale Center Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while weekend service would be improved to 15-minute service.

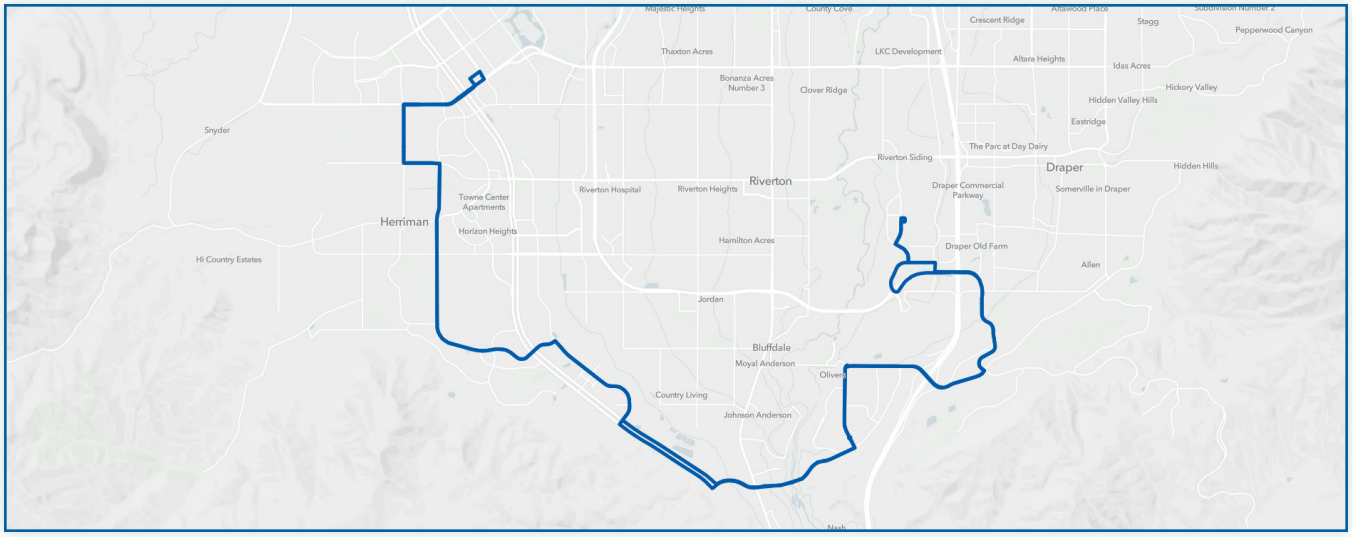


$19.03M
Capital Costs (2023$)

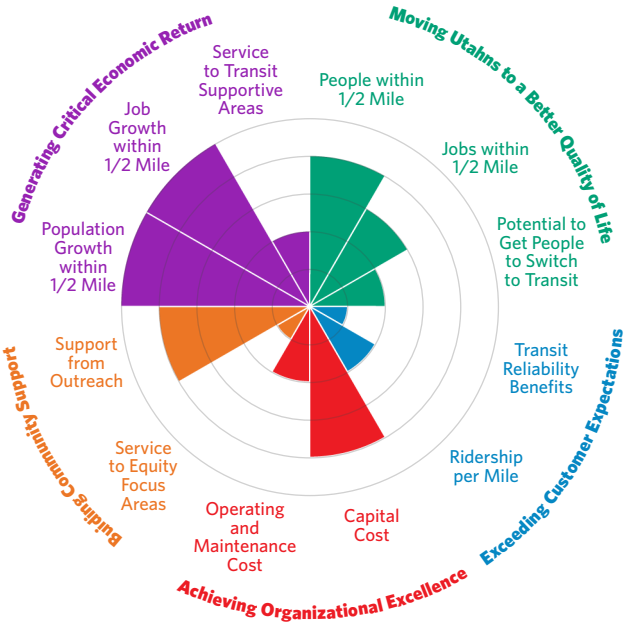
$4.33M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Route 146 Mountain View South Local Route



Achieving Our Goals[1]



$2.53M

Capital Costs (2023$)

$3.39M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

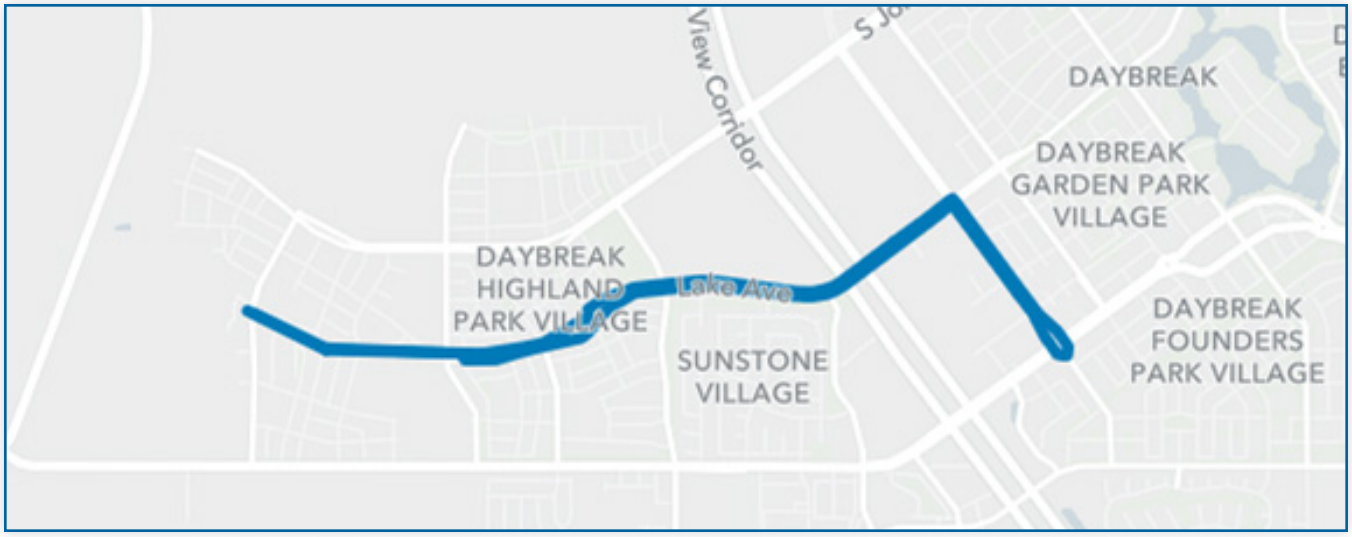
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

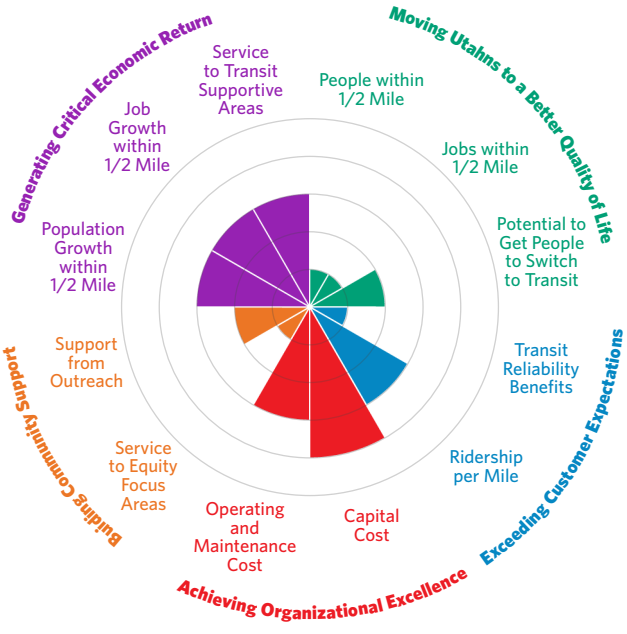
Route 146 is a new local bus route that connects Daybreak with Draper via the rapidly growing Mountain View Corridor. This area is currently served by the South Valley On Demand service. Due to increasing residential and commercial development along this corridor, an upgrade to fixed-route service is recommended. Route 146 would operate 7 days a week with 30 to 60 minute frequency.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Route 298 Lake Avenue Local Route



Achieving Our Goals[1]



$505,000

Capital Costs (2023$)

$471,000

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023–2032):	Medium

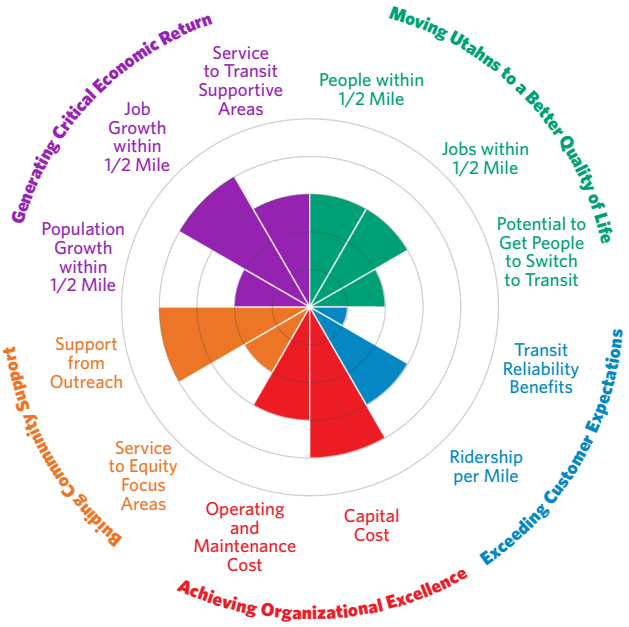
Description

Route 298 is a new local bus route that connects Daybreak with the rapidly developing areas on Lake Avenue west of the Mountain View Corridor. Route 298 will allow these new denser residential areas to have easy access to TRAX. Route 298 would operate 7 days a week with 30 minute frequency.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Route 479 North Redwood Local Route

Achieving Our Goals[1]

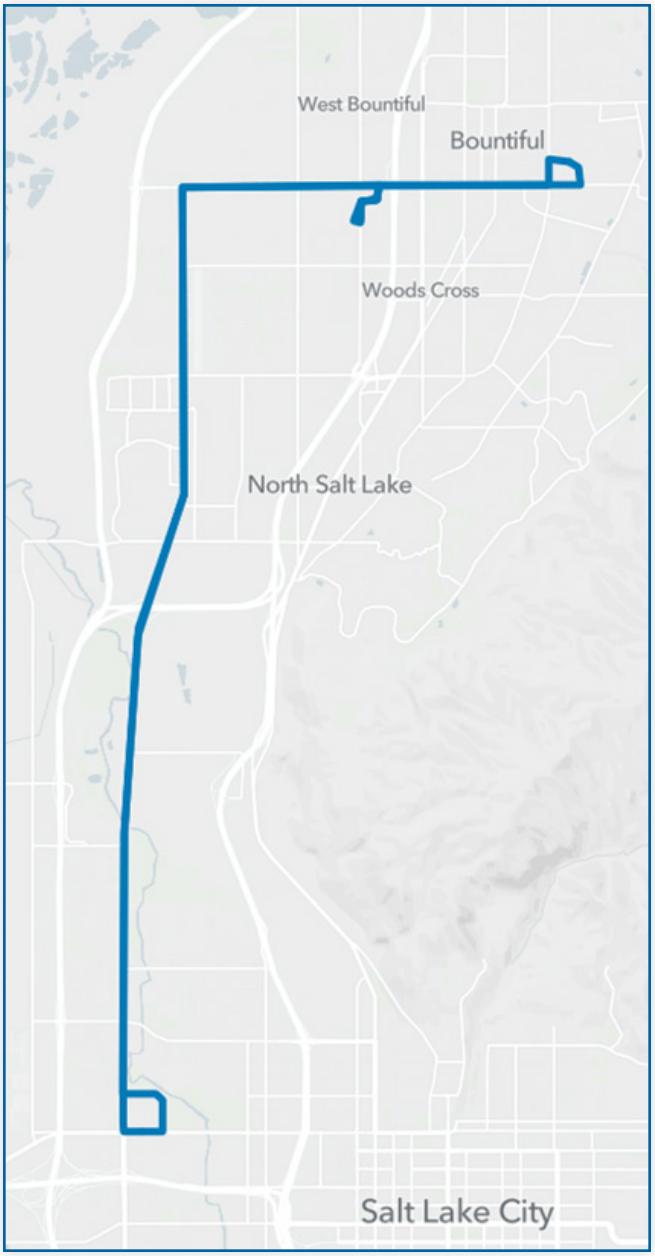


Location, Priority, and Phasing

County	Davis, Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

Route 479 is a new local bus route that provides a direct connection between North Temple by Redwood Road and Lakeview Hospital in Bountiful. It serves North Redwood Road and 500 S, along with the Woods Cross FrontRunner Station. It provides a new connection between South Davis and Salt Lake Counties and serves commercial and residential areas that are currently partially served by On Demand. Route 479 was projected to be one of the most cost-effective new routes in UTA Moves 2050. Route 479 would operate 7 days a week with 30 and 60 minute frequency.



$1,520,000
Capital Costs (2023$)

$2,060,000
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Sunday Service to Saturday Service Levels

Priority and Phasing

Counties	Box Elder, Weber, Davis, Salt Lake, Tooele, Utah
MPO	WFRC, MAG
RTP Implementation Year:	Local Routes not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

UTA operates less than half of its service on Sundays. While there are 18 frequent routes on weekdays and 11 on Saturdays, there are none on Sundays. While travel demand is lower on Sundays than weekdays, Sunday service is essential for those who need the service the most. Nationwide, other agencies have seen a greater return on investment for improving weekend service than improving weekday service, particularly in areas where service was infrequent or unavailable. Improving weekend service does not require additional vehicles or base capacity and uses existing infrastructure investments more effectively.

All routes operating on Saturdays should operate on Sunday, and Sunday service levels should be comparable to Saturdays.

Almost all communites currently served by UTA would see a meaningful improvement in Sunday mobility.

Minimal

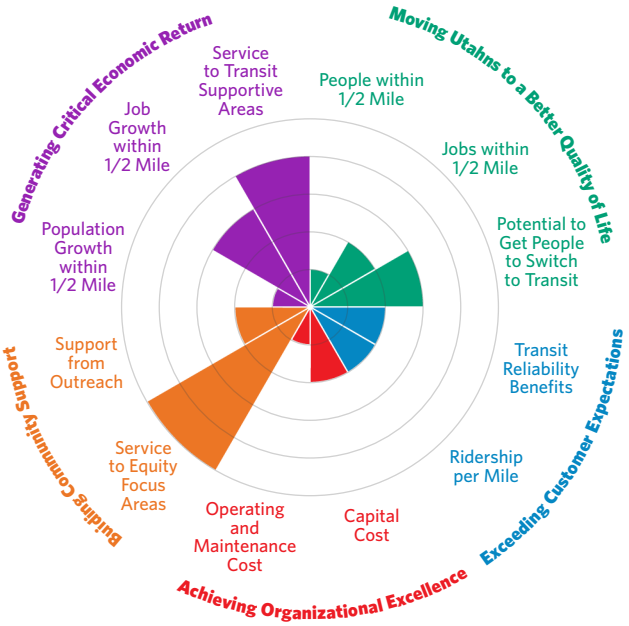
Capital Costs (2023$)

$9.0M

Annual O&M Costs (2023$)

Implement Route 236 West Valley – SLC Airport Local Route

Achieving Our Goals[1]

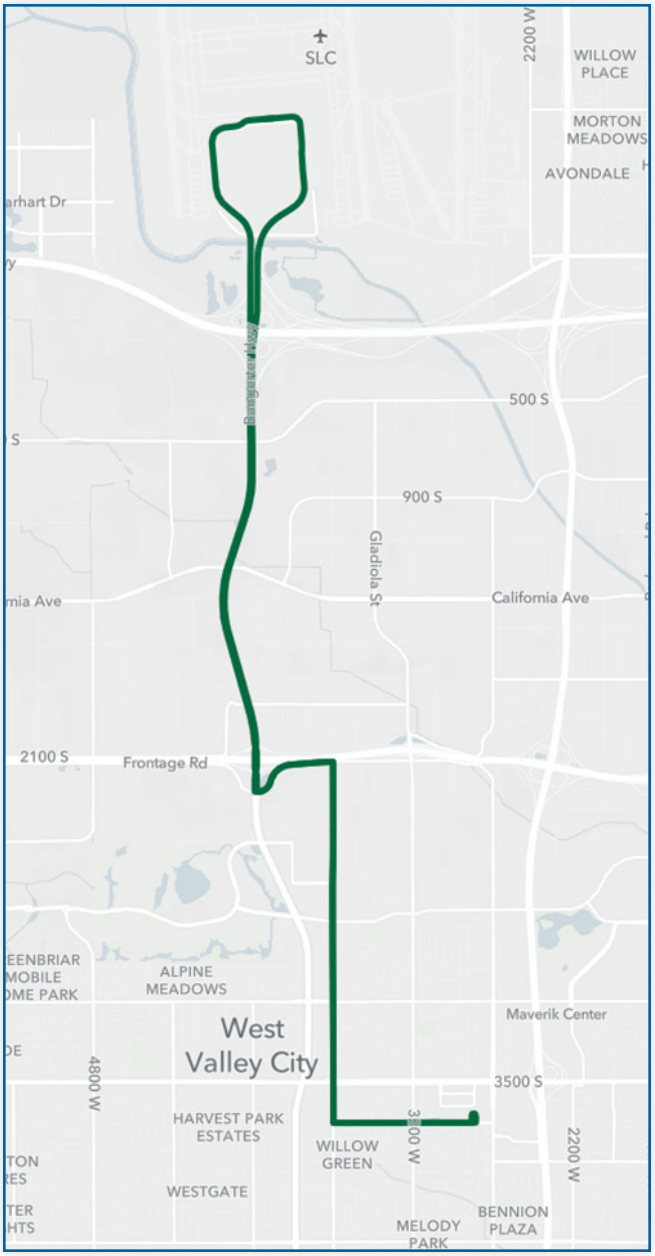


Priority and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Local Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

Route 236 is a new local bus route that provides a direct connection between the West Valley Central Station with SLC Airport. Route 236 would operate 7 days a week, with early and late service that corresponds to work times at the airport.



$4.16M
Capital Costs (2023$)

$3.21M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Project Sheet: TRAX Improvements Considered for RTP

Priority and Phasing

Counties	Salt Lake
MPO	WFRC
RTP Implementation Year:	Phases 2 and 3
Phase 1 Priority (2023–2032):	Medium

Description

The Future of Light Rail Study outlined a series of potential improvements to TRAX. Specific improvements include:

Orange Line Implementation

The Future of Light Rail study indicated the potential need for a fourth light rail line that connects Research Park, the University of Utah, Downtown Salt Lake City, and Salt Lake City International Airport.

The RTP includes a multi-phase strategy, with Phase 2 implementation of Research Park to downtown Salt Lake City and a Phase 3 implementation of service to Salt Lake City International Airport.

(See also a separate project sheet.)

New Service Patterns with Blue and Green Line Termini

Travel demand analysis has shown that demand to the Airport from Murray, Midvale, and Sandy is greater than West Valley City. In order to better serve regional travel needs, the Blue Line should be extended to Salt Lake City International Airport instead of the Green Line. The new Green Line terminus should be Central Station. This change should be done in conjunction with implementing Route 236, which maintains a direct connection between West Valley City and the Airport.

400 West & American Spur Improvements (Red Line)

The Future of Light Rail Study outlined the operating challenges of the interlocking at Main Street / University Boulevard. In order to improve capacity through this bottleneck and serve the rapidly redeveloping Granary District, the Future of Light Rail Study outlined an alternative routing for the Red Line through downtown. The RTP includes this as a Phase 2 project.

Additional Frequency

Ridership modeling suggests that additional frequency will generate significant new ridership. Additional consideration of improving frequency to better than 15-minute frequencies should be considered, including the option for shorter, but more frequent trains in order to minimize new train needs and significant new power needs.

Potential RTP Amendments: TRAX improvements are included in Phases 2 and 3 of the RTP, including speed and reliability treatments, addition of the Orange Line, and additional new track, primarily in downtown Salt Lake City. Consideration should be given to fast-tracking these changes to Phase 1 (2023–2032) including accelerating the implementation of the Orange Line. Consideration for studying the full operating and capital costs of improving TRAX frequencies to better than 15 minutes should also be included in Phase 1.

[1]The Capital Cost and Operating and Maintenance Cost listed below is exclusively for the 400 West & American Spur Improvements (Red Line) project.

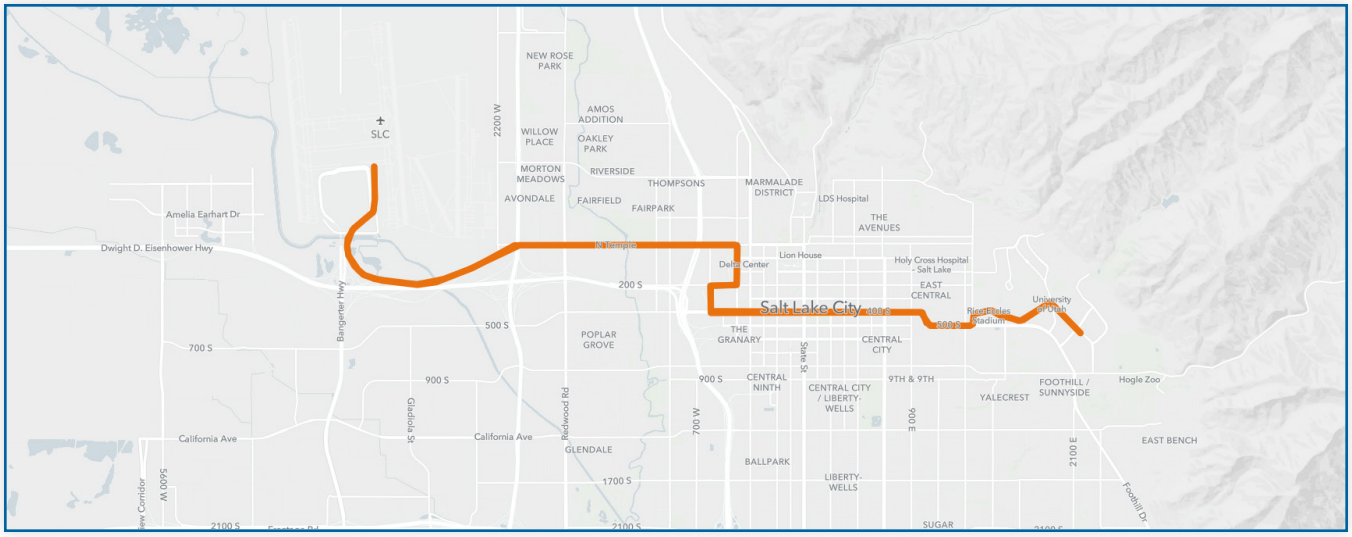
$120.42M [1]

Capital Costs (2023$)

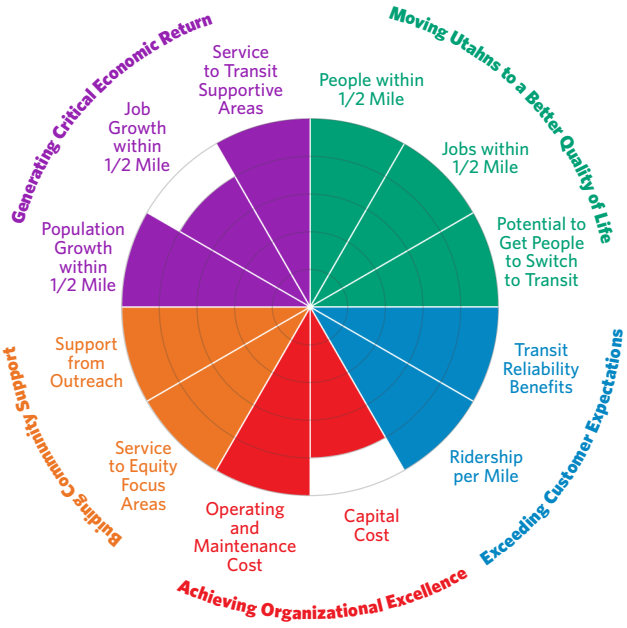
$0 [1]

Annual O&M Costs (2023$)

Implement New Orange Line TRAX between Research Park and Salt Lake City International Airport



Achieving Our Goals[1]



$131.02M

Capital Costs (2023$)

$17.85M

Annual O&M Costs (2023$)

Priority and Phasing

Counties	Salt Lake
MPO	WFRC
RTP Implementation Year:	Research Park to downtown SLC: 2030-2040 Downtown SLC to Airport: 2040-2050
Phase 1 Priority (2023–2032):	N/A (Phase 2 and Phase 3)

Description

The Future of Light Rail study indicated the potential need for a fourth light rail line that directly connects Research Park, the University of Utah, Downtown Salt Lake City, and Salt Lake City International Airport. It would require new tracks to Research Park and a new alignment/track through downtown Salt Lake City.

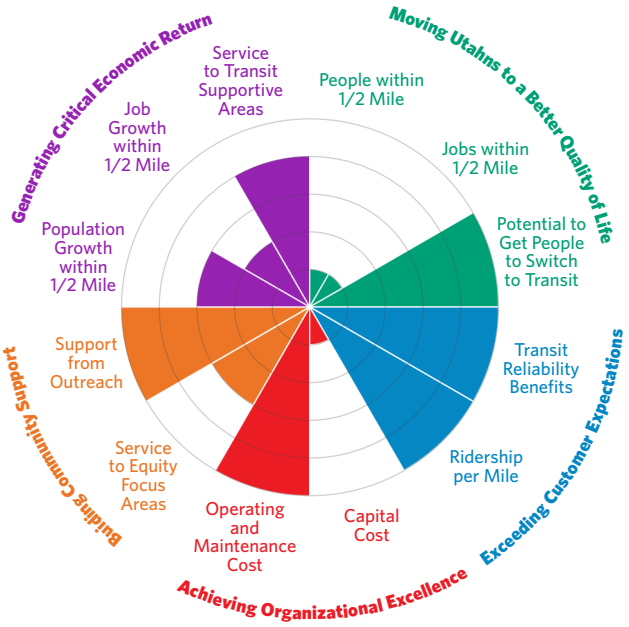
The RTP includes a multi-phase strategy, with Phase 2 (2030-2040) implementation of Research Park to downtown Salt Lake City and a Phase 3 (2040-2050) implementation of service to Salt Lake City International Airport.

Potential RTP Amendment: Projected ridership and cost effectiveness of this project was excellent. Consideration should be given to accelerating the implementation of the Orange Line to the 2023-2030 timeframe.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

FrontRunner South Extension Project

Achieving Our Goals[1]

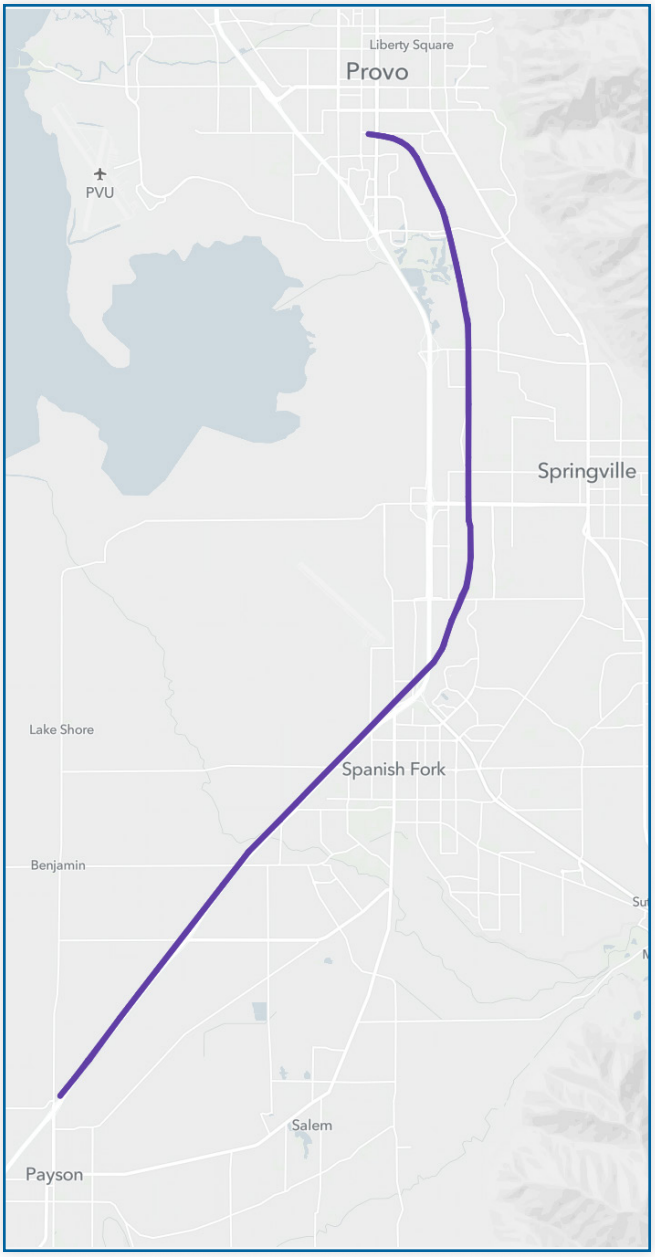


Location, Priority, and Phasing

Counties	Utah
MPOs	MAG
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Medium

Description

The FrontRunner South Extension Project (previously called South Valley Commuter Rail) project is an extension of FrontRunner service from Provo Station to Payson with new stations in Springville, Spanish Fork, and Payson. It reflects the outcomes of a planning process that concluded in February 2022, selecting Commuter Rail as the locally preferred alternative.



$577.8M
Capital Costs (2023$)

$7.31M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

FrontRunner Improvements for Point of the Mountain

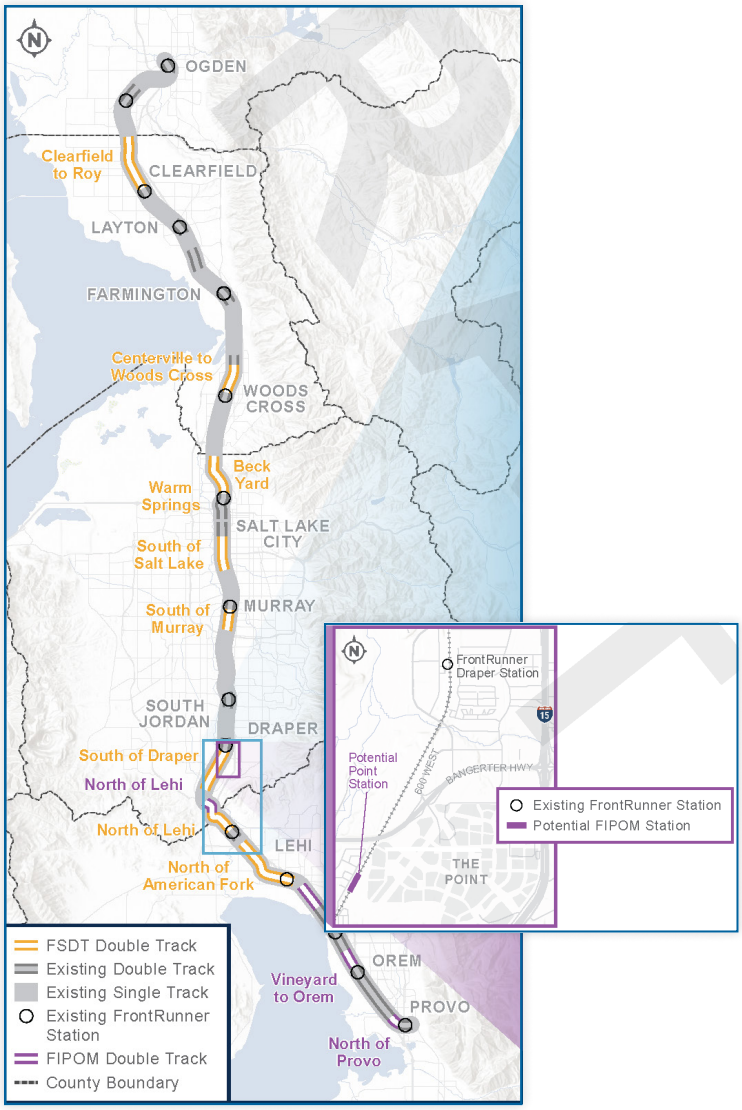
Location, Priority, and Phasing

County	Salt Lake, Utah
MPO	WFRC, MAG
RTP Implementation Year:	Not in RTP
Phase 1 Priority (2023–2032):	Not Evaluated

Description

This project would add six miles of doubletracking and a station at The Point development.

Potential RTP Amendment: There is $200M already allocated to this project, and it may receive additional state legislative funds to complete its funding plan. Consideration should be given to including this project in the RTP.



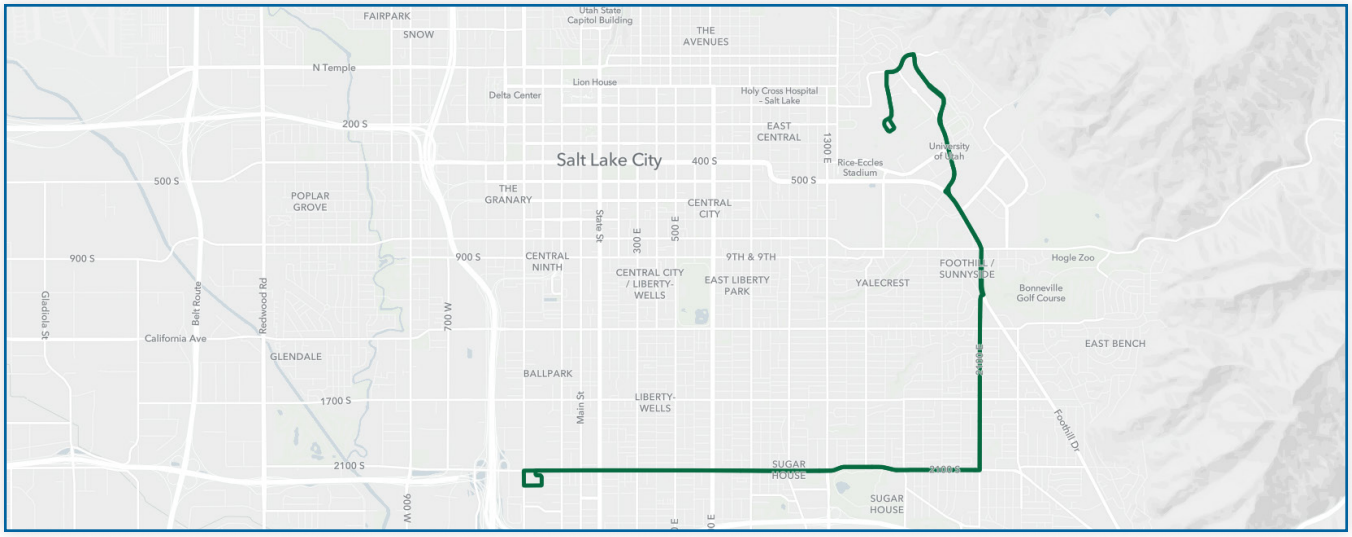
$400M

Capital Costs (2023$)

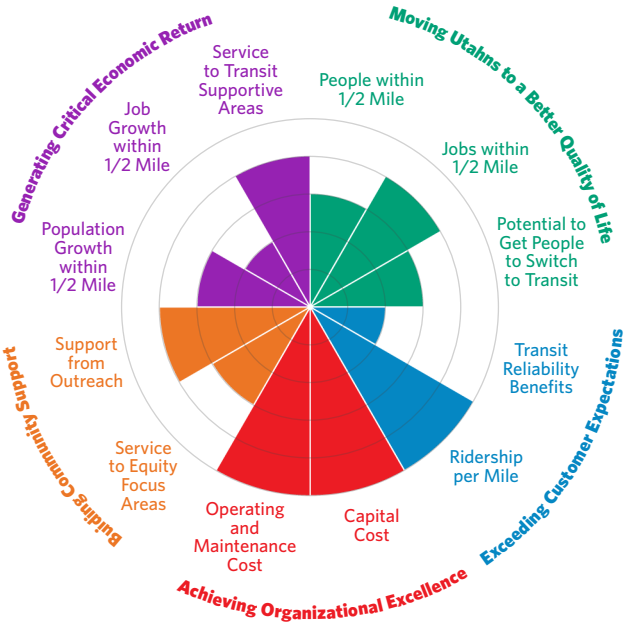
N/A

Annual O&M Costs (2023$)

Upgrade Route 21 2100 South / 2100 East to Enhanced Bus (Core Route)



Achieving Our Goals[1]



$7.37M

Capital Costs (2023$)

$1.68M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

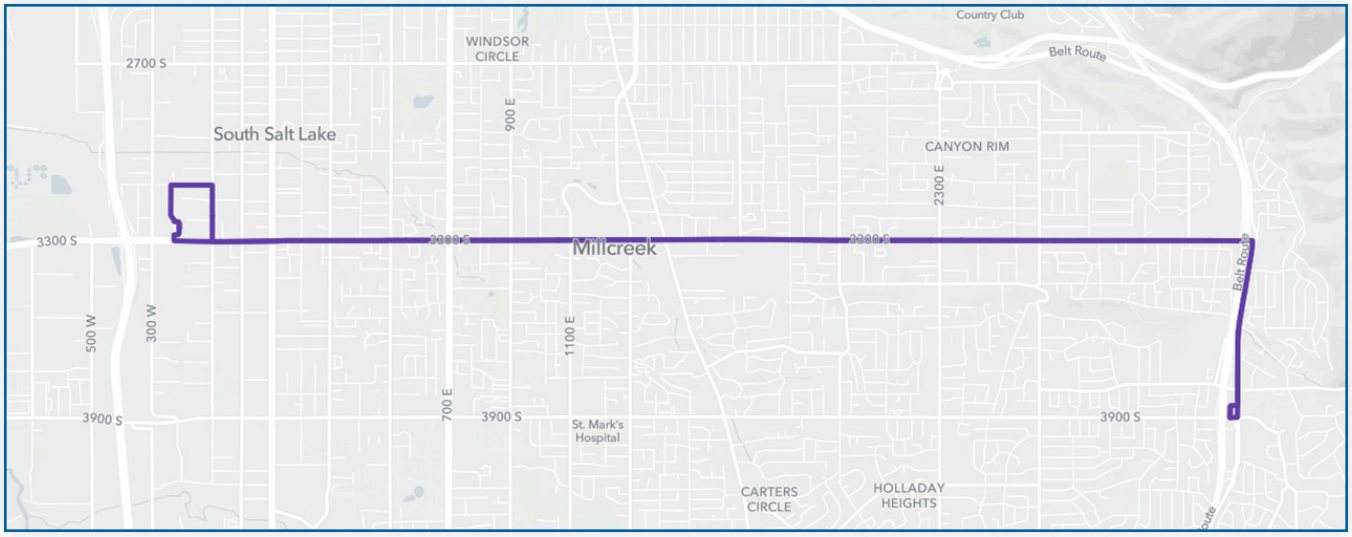
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

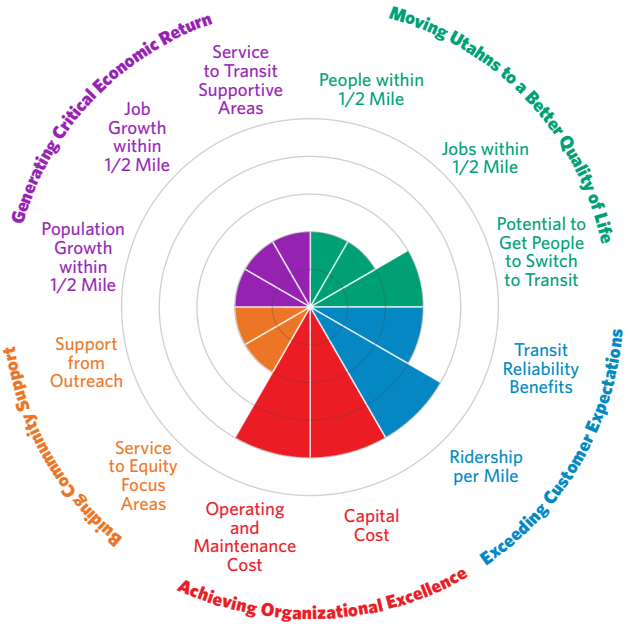
Route 21 connects the University of Utah with Central Point Station with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday service would be improved to operate every 10 minutes while Sunday service would be improved to 15-minute service.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 33 3300 South to Enhanced Bus (Core Route)



Achieving Our Goals[1]



$7.40M

Capital Costs (2023$)

$1.61M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

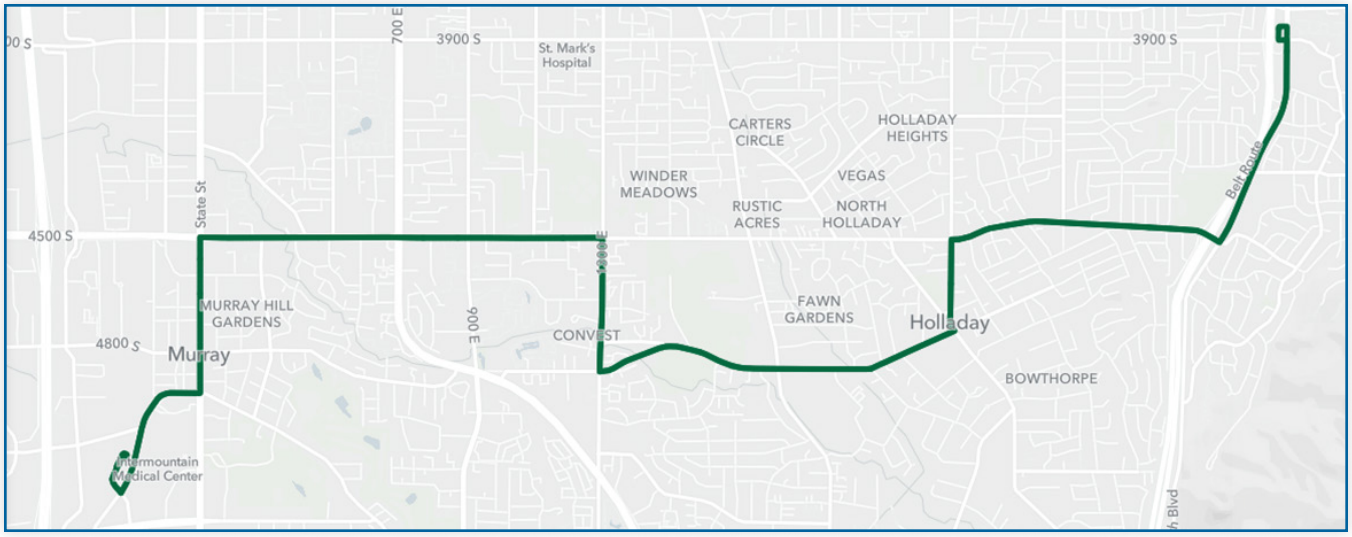
Description

Route 33 connects Olympus Cove, 3300 West, and the Millcreek TRAX Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Sunday service would be improved to every 15 minutes.

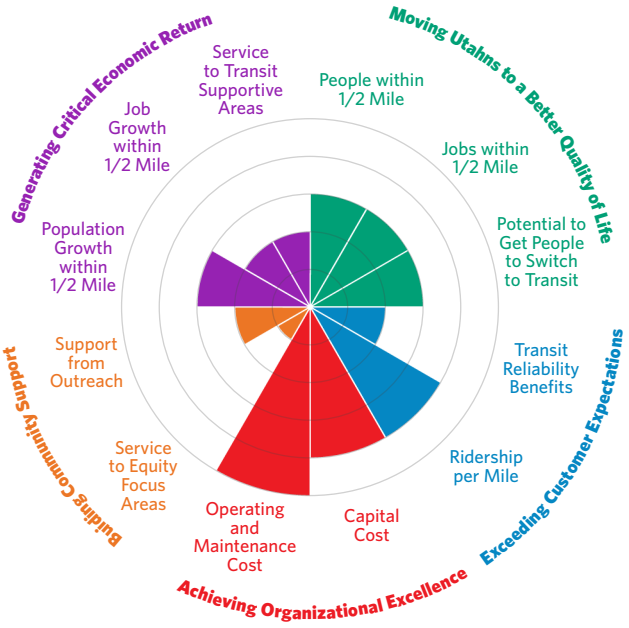
Potential RTP Amendment: Route 33 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 45 4500 South to Core Route



Achieving Our Goals[1]



$5.83M

Capital Costs (2023$)

$1.26M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

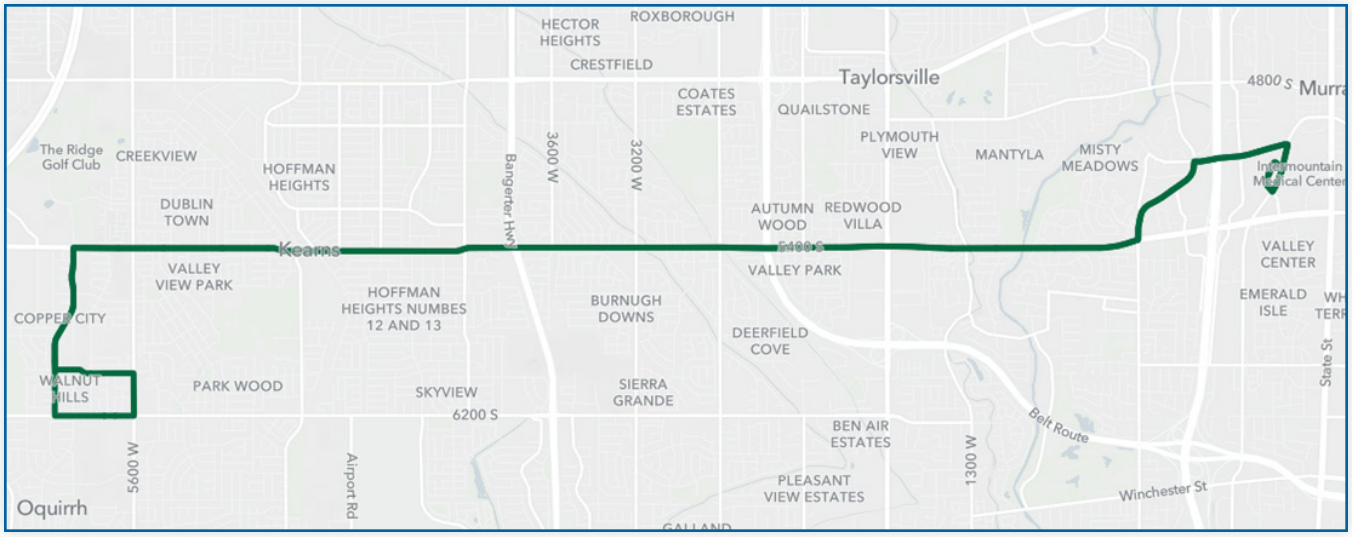
Description

Route 45 connects Olympus Cove Park and Ride, Wasatch Boulevard, Holladay, 4500 South, and Murray Central Station. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday, Saturday, and Sunday frequencies would be improved to every 15 minutes.

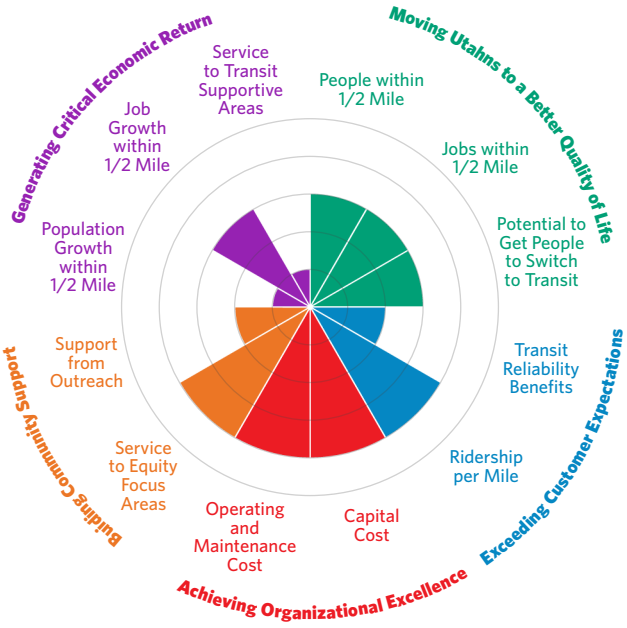
Potential RTP Amendment: Route 45 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 54 5400 South to Core Route



Achieving Our Goals[1]



$6.53M

Capital Costs (2023$)

$1.42M

Annual O&M Costs (2023$)

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

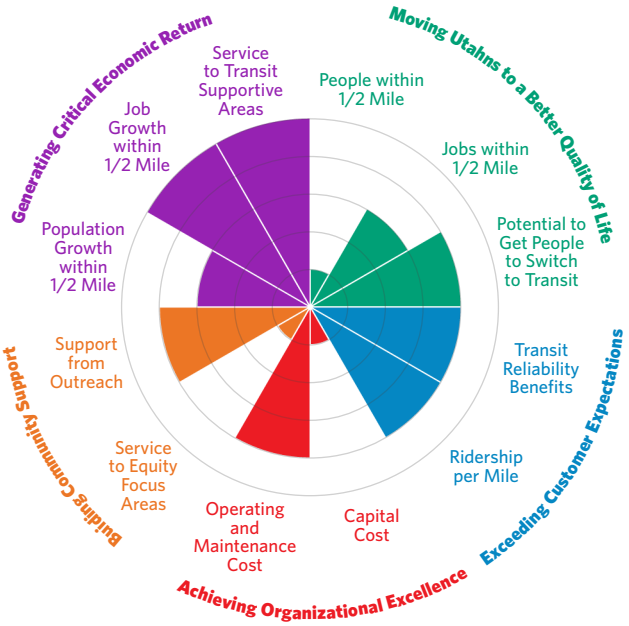
Route 54 connects Murray Central Station, 5400 South, and Kearns. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Weekday, Saturday, and Sunday service would be improved to every 15 minutes.

Potential RTP Amendment: Route 54 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring capital investments associated with a Core Route as currently identified in the RTP.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement Point of the Mountain (POM) Rapid Bus (Bus Rapid Transit)

Achieving Our Goals[1]



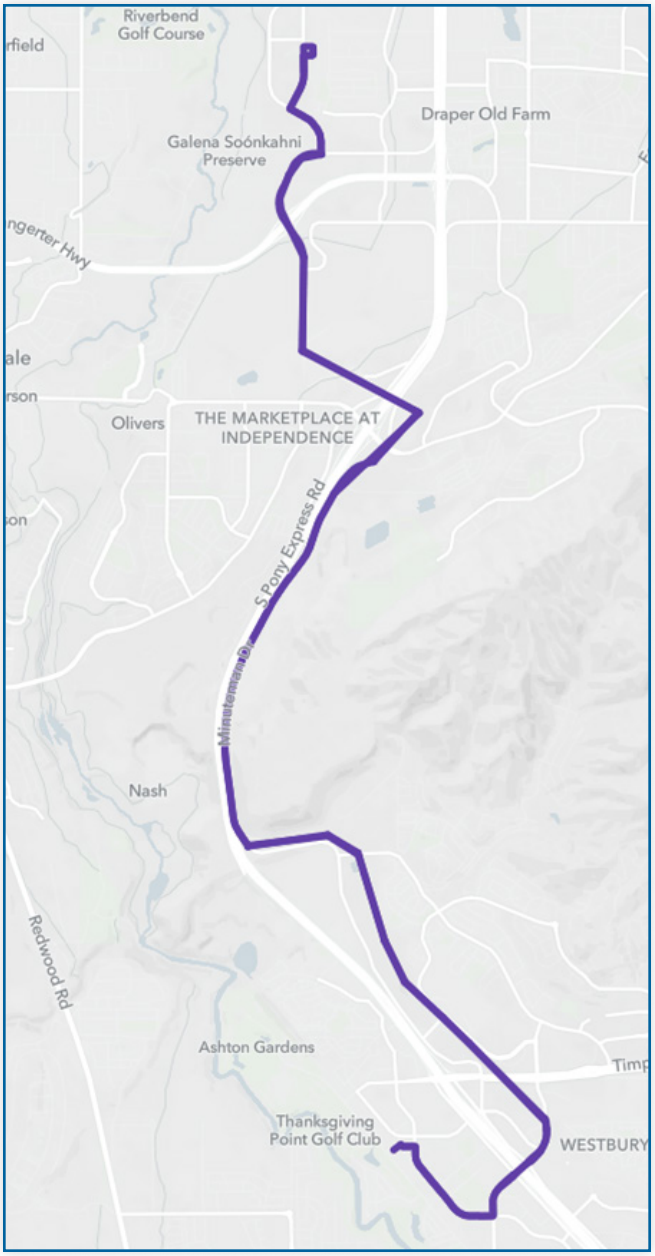
Location, Priority, and Phasing

Counties	Salt Lake, Utah
MPOs	WFRC, MAG
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

POM Rapid Bus (Bus Rapid Transit) connects the Draper FrontRunner Station with the newly developed Point of the Mountain development and Lehi FrontRunner Station. This project could include busways, bus lanes, transit signal priority (TSP) and customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments to improve travel times. Weekday, Saturday, and Sunday service would be every 15 minutes.

The Point of the Mountain project site can be accessed at https://udotinput.utah.gov/pointtransit.



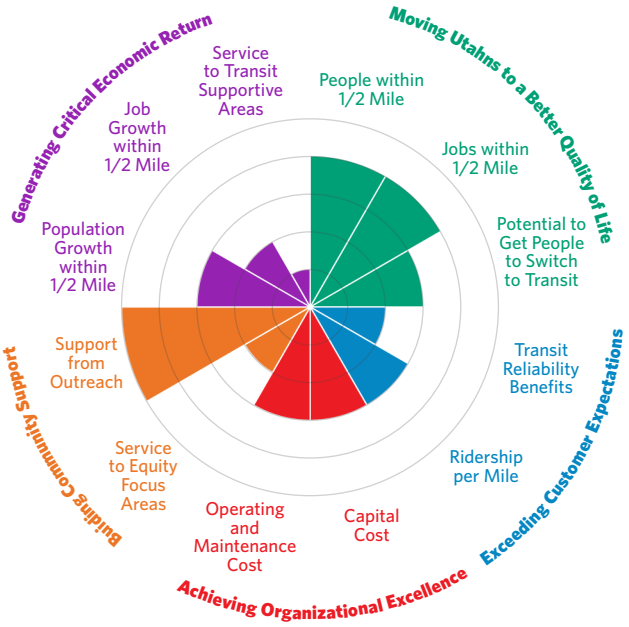
$630.0M
Capital Costs (2023$)

$4.47M
Annual O&M Costs (2023$)

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Upgrade Route 220 Highland Drive-1100 East to Enhanced Bus (Core Route)

Achieving Our Goals[1]



Location, Priority, and Phasing

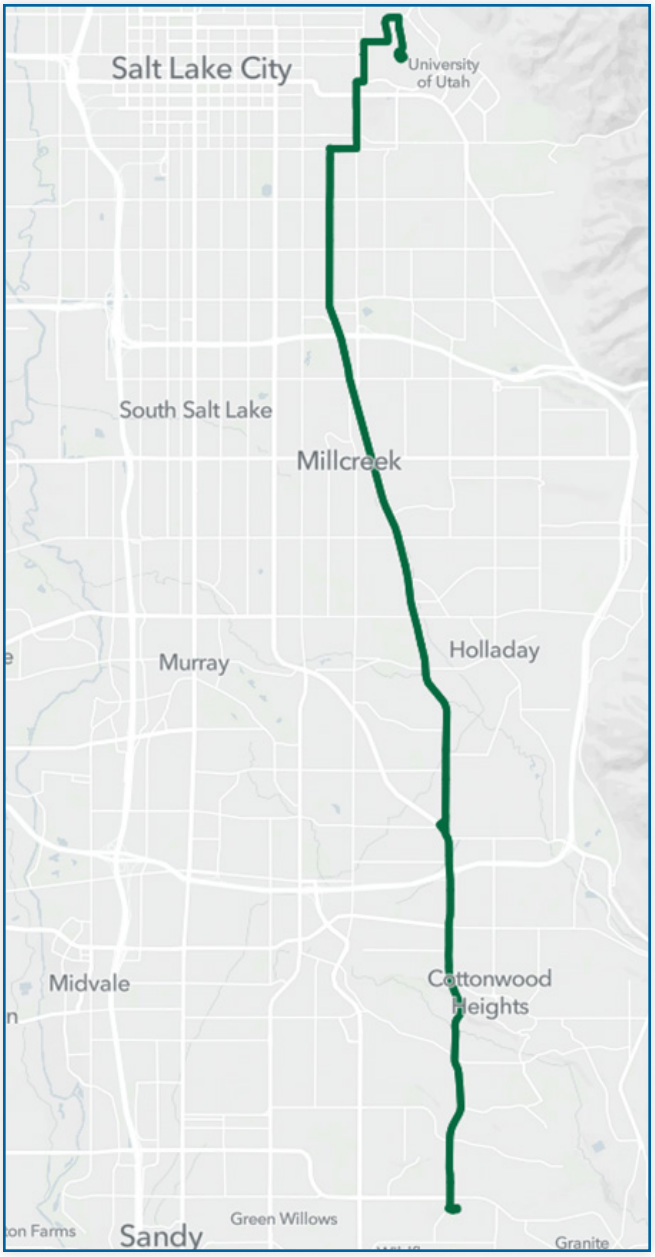
County	Salt Lake
MPO	WFRC
RTP Implementation Year:	2028
Phase 1 Priority (2023–2032):	Low

Description

Route 220 would connect University of Utah, Millcreek, and Holladay with frequent weekday and Saturday service. This project would add more customer amenities such as bus shelters and benches as well as targeted speed and reliability treatments such as queue jumps and transit signal priority (TSP) to improve travel times. Less frequent service would continue south from Holladay to Fort Union and Sandy.

Potential RTP Amendment: Route 220 does not serve many transit supportive areas and is not as cost-effective as most other core routes. Given its relative lower performance, consideration should be given to categorizing this route as a "Frequent Route" to improve frequency while deferring Core Route capital investments as currently identified in the RTP.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.



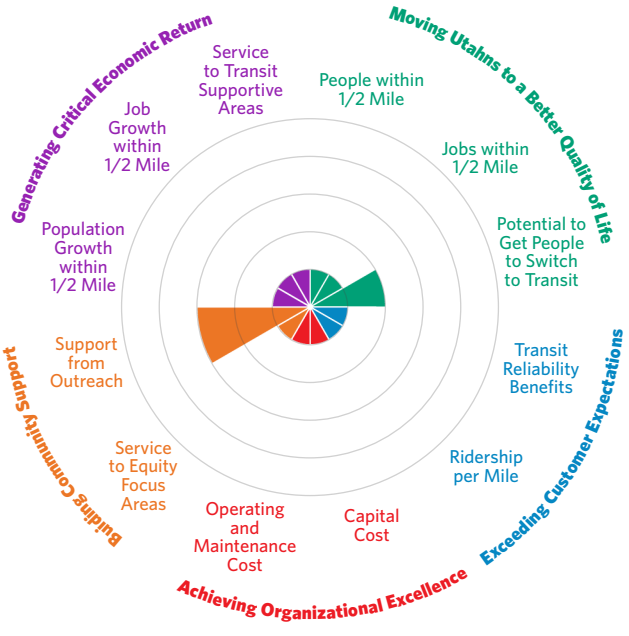
$4.86M
Capital Costs (2023$)

$1.06M
Annual O&M Costs (2023$)

Extend UVX to Provo Airport



Achieving Our Goals[1]



$1.1M

Capital Costs (2023$)

$508,000

Annual O&M Costs (2023$)

Location, Priority, and Phasing

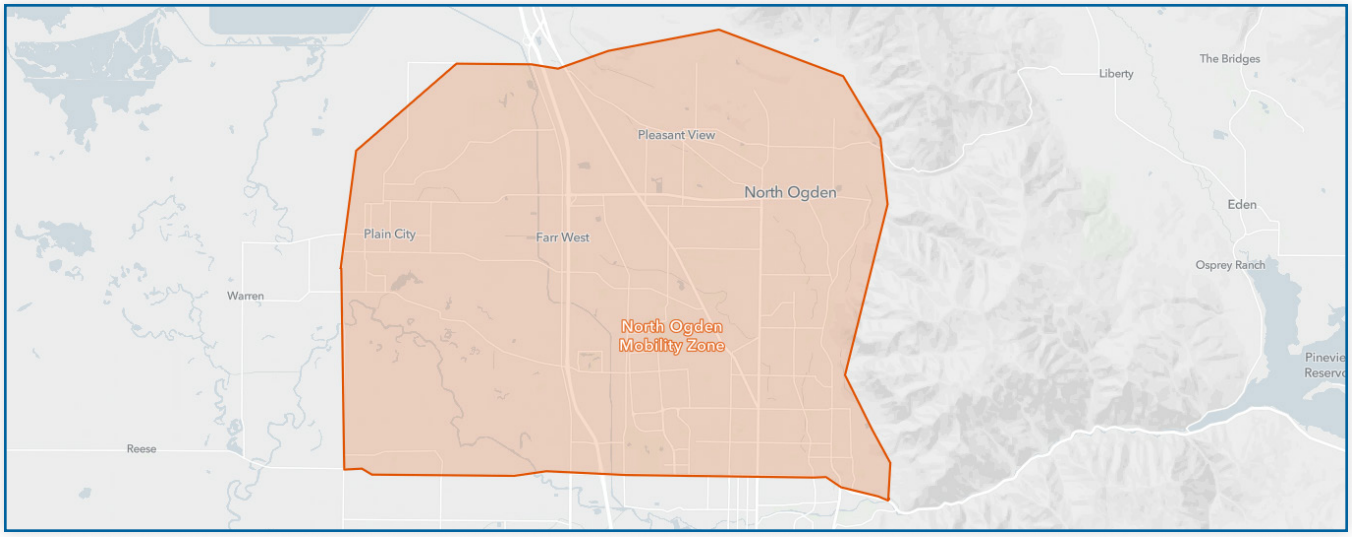
County	Utah
MPO	MAG
RTP Implementation Year:	2023–2032
Phase 1 Priority (2023–2032):	Low

Description

This project will extend UVX from its south terminus at Orem Central FrontRunner Station to the Provo Airport. The project includes an extension of service on UVX but is not expected to include Rapid Bus (BRT)-type speed and reliability capital improvements.

[1]For Capital Cost and Operating and Maintenance Cost in the goals chart, a *higher* score refers to a *lower* cost.

Implement North Ogden Innovative Mobility Zone



Location, Priority, and Phasing

County	Weber
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

North Ogden would receive a new Innovative Mobility Zone, which would include on-demand service as well as provisions for new non-motorized connections. It would provide flexible first/last mile service to multiple regional routes. The North Ogden Innovative Mobility Zone would offer service 7 days a week.

N/A

Capital Costs (2023$)

$1,350,000

Annual O&M Costs (2023$)

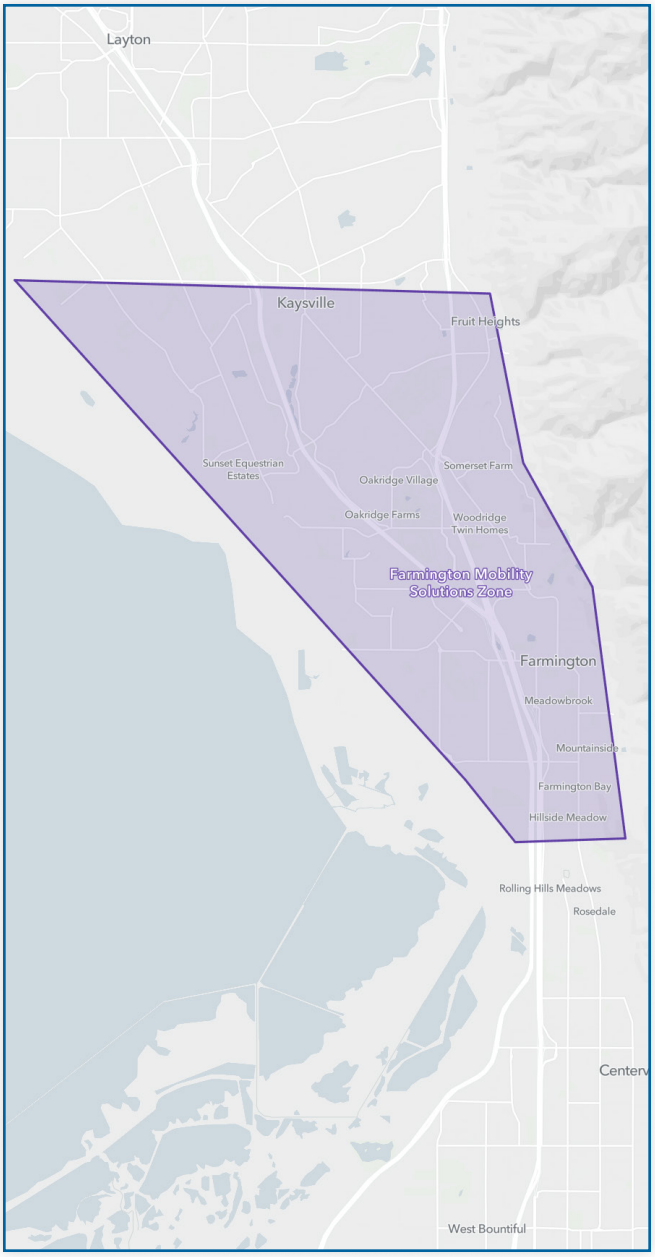
Implement Farmington Innovative Mobility Zone

Location, Priority, and Phasing

County	Davis
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

Farmington would receive a new Innovative Mobility Zone, which would include on-demand service, as well as provisions for new non-motorized connections between the Farmington FrontRunner Station and the commercial activity surrounding the station. It would provide flexible first/last mile service to multiple regional routes. The Farmington Innovative Mobility Zone would offer service 7 days a week.



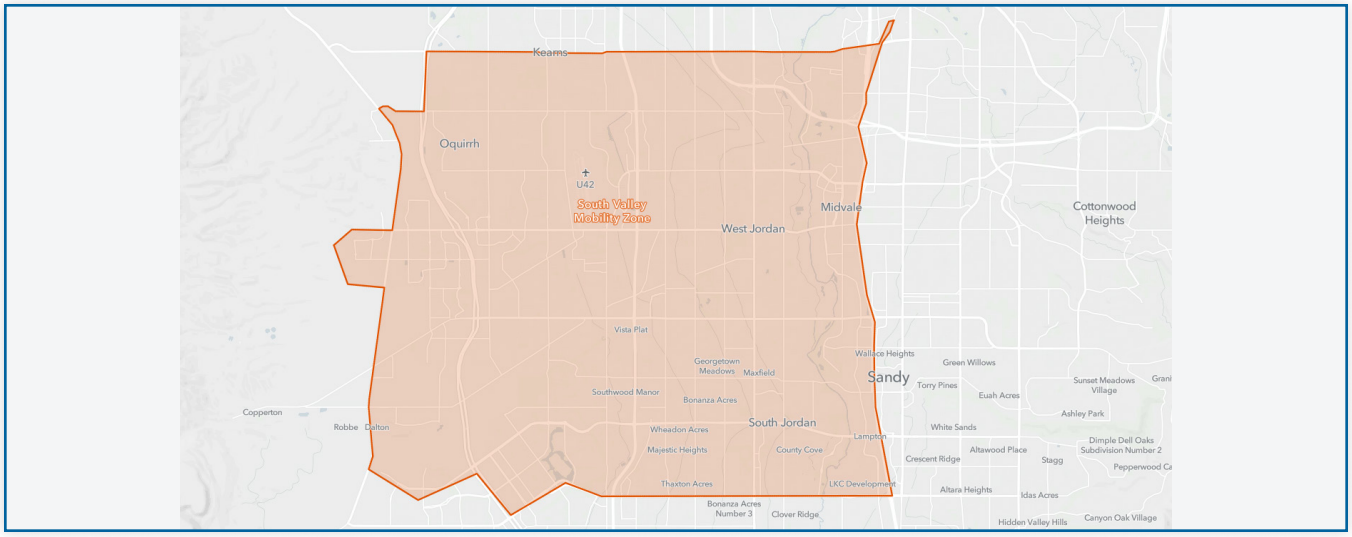
N/A

Capital Costs (2023$)

$1,350,000

Annual O&M Costs (2023$)

Implement South Valley Innovative Mobility Zone



Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

South Valley would receive a new Innovative Mobility Zone, which would include on-demand service, as well as provisions for new non-motorized connections serving the Murray and/or Sandy FrontRunner Stations, TRAX Stations, and activity centers surrounding the stations. It would provide flexible first/last mile service to multiple regional routes. The South Valley Innovative Mobility Zone would offer service 7 days a week.

N/A

Capital Costs (2023$)

$1,350,000

Annual O&M Costs (2023$)

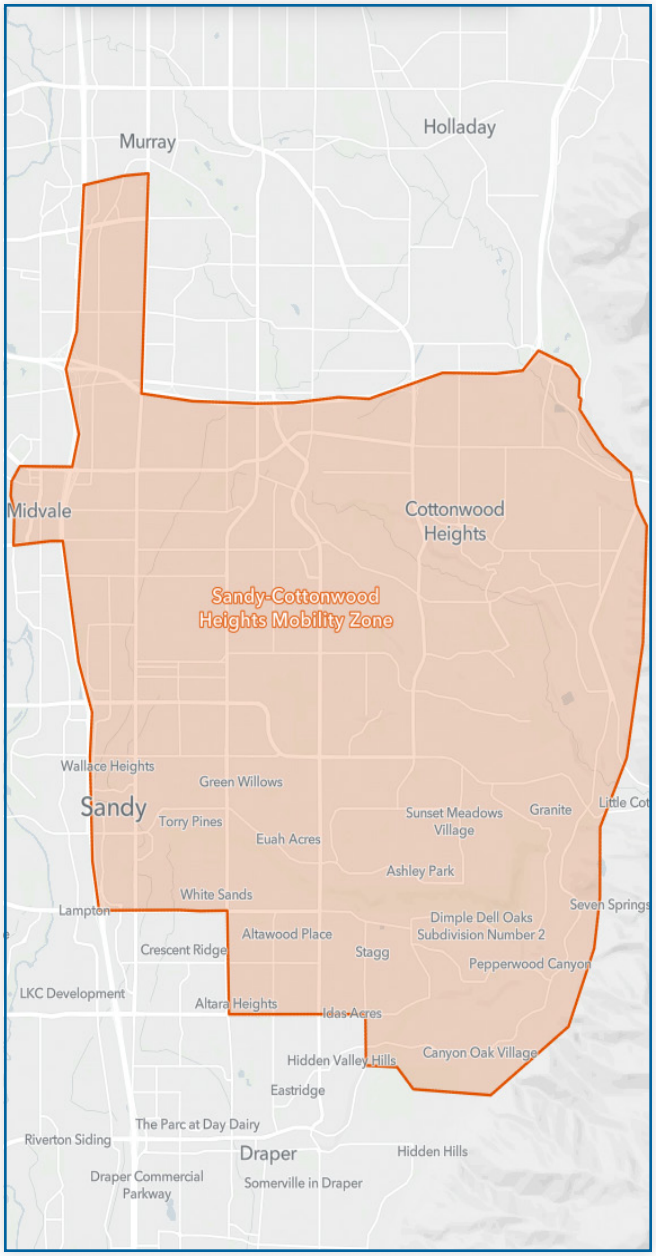
Implement Sandy/Cottonwood Heights Innovative Mobility Zone

Location, Priority, and Phasing

County	Salt Lake
MPO	WFRC
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

Cottonwood Heights would receive a new Innovative Mobility Zone, which would include on-demand service, as well as provisions for new non-motorized connections serving the Sandy FrontRunner Station, TRAX Stations, and activity centers surrounding the stations. It would provide flexible first/last mile service to multiple regional routes. The Sandy/Cottonwood Heights Innovative Mobility Zone would offer service 7 days a week.



N/A

Capital Costs (2023$)

$1,350,000

Annual O&M Costs (2023$)

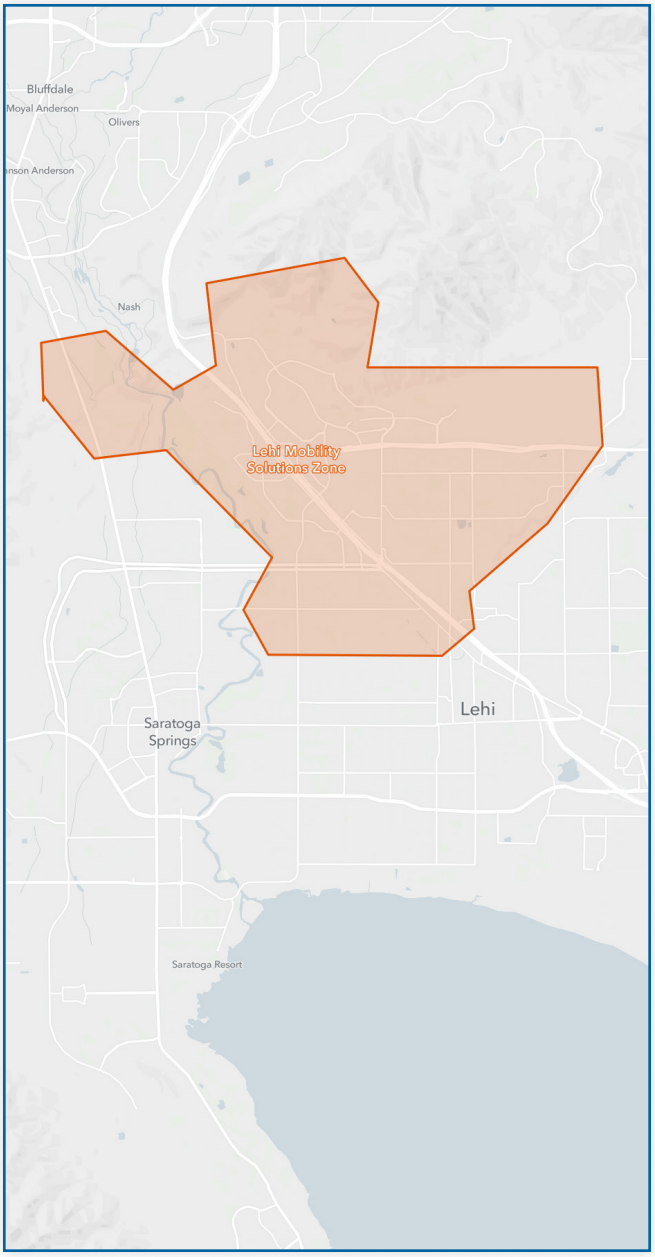
Implement Lehi Innovative Mobility Zone

Location, Priority, and Phasing

County	Utah
MPO	MAG
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

Lehi would receive a new Innovative Mobility Zone, which would include on-demand service, as well as provisions for new non-motorized connections between the Lehi FrontRunner Station and the commercial activity surrounding the station. It would provide flexible first/last mile service to multiple regional routes. The Lehi Innovative Mobility Zone would offer service 7 days a week.



N/A

Capital Costs (2023$)

$1,260,000

Annual O&M Costs (2023$)

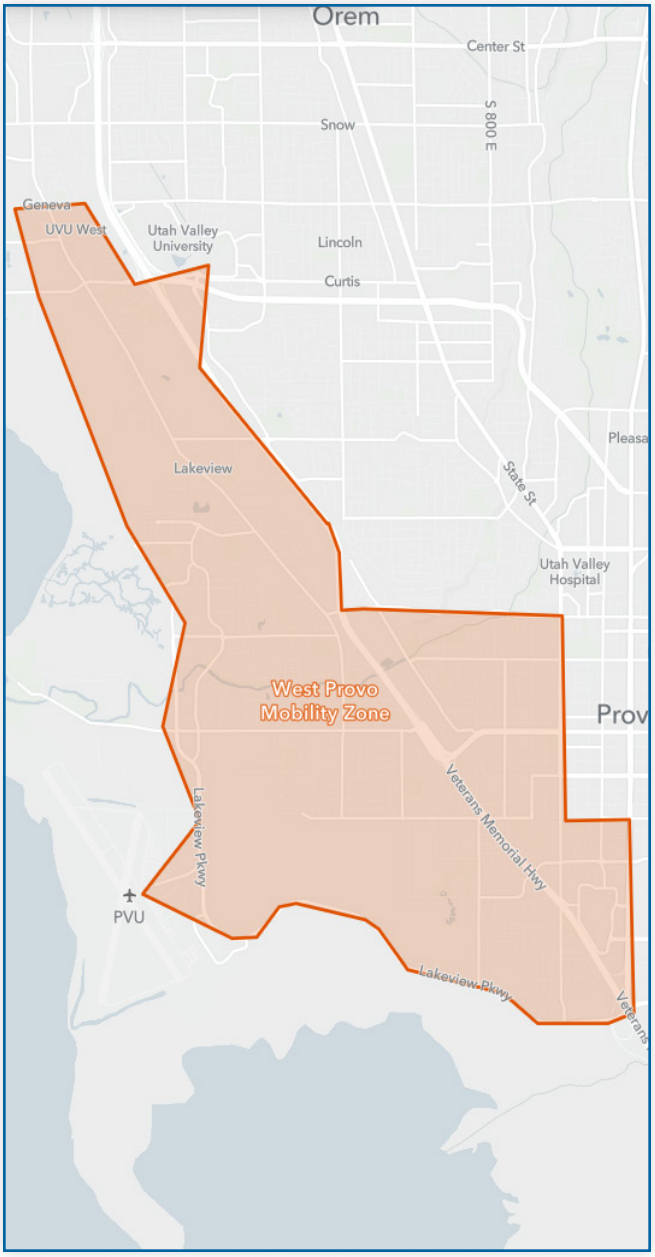
Implement West Provo Innovative Mobility Zone

Location, Priority, and Phasing

County	Utah
MPO	MAG
RTP Implementation Year:	Route not in RTP
Phase 1 Priority (2023–2032):	Medium

Description

West Provo would receive a new Innovative Mobility Zone, which would include on-demand service, as well as provisions for new non-motorized connections serving the Provo and UVU FrontRunner Stations and activity centers surrounding the stations. It would provide flexible first/last mile service to multiple regional routes. The West Provo Innovative Mobility Zone would offer service 7 days a week.



N/A

Capital Costs (2023$)

$1,350,000

Annual O&M Costs (2023$)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/20/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S):	Megan Waters, Community Engagement Director Cristobal Villegas, Community Engagement Specialist

TITLE:

Community Outreach and Events Update

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational item for discussion

BACKGROUND:
UTA's Community Engagement Department, working collaboratively with other departments, has played an integral role in numerous community events and initiatives throughout our service area in 2023. Our commitment is to foster connections with communities through purposeful outreach and engagement programs, considering geographical, social, and cultural diversity.

We actively participate in events and opportunities that align with our transit nexus, provide avenues for transit education, and facilitate connections with communities facing potential transit barriers. By strategically selecting engagements, we aim to bridge gaps and strengthen relationships, ensuring that our outreach efforts resonate with the unique needs and perspectives of the communities we serve.

DISCUSSION:
In 2023 the Community Engagement Department participated in 86 community opportunities and events.

2023 Highlights:

- Resource Fairs Participation
- Community Engagement Impact
- CE Internship Program

- Community Based Organizations (CBO)

2024 Efforts:

- Establishing CBO Platform and Agreements
- Engagement Plan with CBOs
- Visual Asset Map of Events throughout Wasatch Front
- UTA-wide Event Steering Committee

Key internal stakeholders: Many thanks are owed to Customer Service for their support of outreach and engagement opportunities. Additional thanks to all those UTA employees who contributed their time and energy to supporting these opportunities.

ALTERNATIVES:
n/a

FISCAL IMPACT:
n/a

ATTACHMENTS:
None