Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 12, 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**	Chair Carlton Christensen
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of March 22, 2023 Board Meeting Minutes	
	b. UTA Policy - UTA.06.03 Capital Assets	
6.	**Reports**	
	a. Executive Director's Report - CBA Negotiations Team - FrontRunner 15 - April 26 - New CFO - Viola "Vi" Miller	Mary DeLoretto
7.	**Resolutions**	
	a. R2023-04-01 - Resolution Authorizing execution of a Collective Bargaining Agreement with Amalgamated Transit Union Local 382	Kim Shanklin
	b. R2023-04-02 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs through April 30, 2024	Kim Shanklin Ann Green-Barton
	c. R2023-04-03 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency	Kensey Kunkel

d.	R2023-04-04 - Resolution Adopting the Station Area Plan for Farmington, Utah	Paul Drake
e.	R2023-04-05 - Resolution Adopting the Station Area Plan for Lehi, Utah	Paul Drake
f.	R2023-04-06 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP) for the Year 2023	Sheldon Shaw

8. Contracts, Disbursements and Grants

a.	Contract: Local Transportation Funding Agreement (Weber County)	David Hancock Ethan Ray
b.	Contract: Areas of Persistent Poverty Program (AoPP) Grant Study Cooperative Agreement (University of Utah)	Christy Allen Alex Beim
c.	Contract: Funding Agreement for Final Payment on Depot District (Utah Department of Transportation)	Bill Greene
d.	Contract: Bus Security Camera Installation (Stone Security, LLC.)	Lowell Bate Cody Steffensen
e.	Change Order: On-Call Systems Maintenance Contract Cost Estimate Update (Rocky Mountain Systems Services)	Jared Scarbrough
f.	Change Order: On Call Infrastructure Maintenance Contract Cost Estimate Update (Stacy and Witbeck, Inc.)	Jared Scarbrough
g.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-93 - 5300 S. & 5400 S. Turnout Construction (Stacy and Witbeck, Inc)	Jared Scarbrough Kyle Stockley
h.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-105 - Rice Interlocking Double Crossover Procurement (Stacy and Witbeck, Inc)	Jared Scarbrough Kyle Stockley
i.	Change Order: Light Rail Red Signal Enforcement System - Change Order #23-002 -Limited Notice-to-Proceed for Phase 2 to Procure Long-Lead Materials (Rocky Mountain Systems Services)	Dean Hansen

j.	Change Order: Final Design for Mid-Valley Connector - Change Order #03 (Jacobs Engineering)	David Hancock
k.	Change Order: Final Design for Mid-Valley Connector - Change Order #04 (Jacobs Engineering)	David Hancock
l.	Pre-Procurements - UTA Headquarters Design Team - UTA Headquarters Construction Design Advisor - Farebox Re-Key Project - FrontRunner On-board WIFI Support and State of Good Repair - ADA Transit Vans for 5310 Program Recipients - New Human Resources Information System Software	Todd Mills

9. Service and Fare Approvals

a.	Fare Agreement: Special Events Agreement (Utah Arts Festival)	Megan Waters Kensey Kunkel
b.	Fare Agreement: Special Events Agreement (Utah Film Center)	Kensey Kunkel Iman Nazarinia
c.	Fare Agreement: Salt Lake City Marathon Service and Pass Agreement (High Altitude Special Events "HASE")	Kensey Kunkel

10. Budget and Other Approvals

a.	TBA2023-04-01 - Technical Budget Adjustment - FTE Request for UTA Operating Program Support	Bill Greene
b.	UTA Policy - UTA.02.01 Spending Authority	Bill Greene Todd Mills

11. Other Business Chair Carlton Christensen

a. Next Meeting: Wednesday, April 26th, 2023 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_cx6e1PseSqWr9YoP7WMq5g 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, April 11th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

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

TITLE:

Approval of March 22, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the March 22, 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 March 22, 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/820351.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-03-22_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, March 22, 2023 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

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

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:07 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Trustee Jeff Acerson delivered a brief safety message.

4. Public Comment

In-Person/Virtual Comment
No in-person or virtual comment was made during the meeting.

Online Comment
No online public comment was received for the meeting.

5. Consent

a. Approval of March 08, 2023 Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

- **UTA Tribute - Enterprise Strategy Office - Ridership Team**
- **Operator Tribute - Nick Pappas**

Operator Tribute - Nick Pappas
Jay Fox, UTA Executive Director, was joined by Cherryl Beveridge, UTA Chief Operating

Officer; Andres Colman, UTA Regional General Manager - Salt Lake Business Unit; Dalan Taylor, UTA Chief of Police & Public Safety Manager; Bill Humphreys, UTA Assistant Manager of Service Delivery; and Nick Pappas, UTA Operator. Mr. Humphries paid tribute to Mr. Pappas for an act of heroism. While driving his route, Mr. Pappas saw a woman who was being attacked by Rottweiler dogs. He stopped the bus, fought off the dogs, pulled the woman onto the bus, and called for help. The dogs continued to attack the bus, tearing off its windshield wiper. The woman, who attended the meeting, thanked Mr. Pappas for saving her life.

Chair Christensen called for a break at 9:25 a.m.

The meeting reconvened at 9:29 a.m.

UTA Tribute - Enterprise Strategy Office - Ridership Team

Mr. Fox was joined by Alisha Garrett, UTA Chief Enterprise Strategy Officer, Tigran Melikyan, UTA Director of Business Analysis, and Janet Lancaster, UTA System Monitoring Administrator. Ms. Garrett recognized the enterprise strategy ridership team for demonstrating the accuracy of the data collected by UTA's automated passenger counters (APCs) and receiving Federal Transit Administration (FTA) recertification on National Transit Database (NTD) ridership reporting.

b. Pension Committee Report

Trustee Jeff Acerson indicated the pension fund has been affected by recent market volatility but is secure overall and faring well. He mentioned a portion of the funds (up to 10%) have been invested in private equities, which have historically demonstrated healthy returns.

c. Government Relations Update

Shule Bishop, UTA Government Relations Director, spoke about recent visits with congressional staff for Representatives Chris Stewart, Blake Moore, and John Curtis, as well as meetings with Senators Mike Lee and Mitt Romney. The meetings centered on UTA's community project funding requests. He also expressed appreciation to Representative Burgess Owens, who has been engaged with the agency and supportive of transit.

Mr. Bishop then reported the President's fiscal year budget for 2024 (FY24) includes funding for the Midvalley Bus Rapid Transit (BRT) project ($54.7 million in FY24 plus an additional $8.1 million) and the FrontRunner strategic double tracking project ($316.8 million in FY24 plus an additional $170 million). He noted while the President's budget is not an appropriation, it is a strong indicator the projects will receive federal funding.

Discussion ensued during which the trustees shared their appreciation for the efforts of Utah's federal delegation and federal agencies.

d. Financial Report - January 2023

Bill Greene, Chief Financial Officer, who attended the meeting virtually, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, full-time employee (FTE) statistics, and operating financial results.

Discussion ensued. Questions on accounting for newly hired operators in the report and operator hiring projections were posed by the board and answered by staff.

7. Contracts, Disbursements and Grants

a. Contract: Next Generation Fare Collection System (Scheidt & Bachmann, Inc.)

Monica Morton, UTA Fares Director, was joined by Jerry Van Wie, UTA Special Project Manager - Fares. Mr. Van Wie reviewed the procurement process related to the fare collection system and requested the board approve an eight-year contract with Scheidt & Bachmann, Inc. for a fare collection system replacement. The total contract value is $32,171,416.

Discussion ensued. A question on vendor support was posed by the board and answered by Mr. Van Wie.

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

b. Contract: Bus Camera Hardware and Software (Tivitri, Inc.)

Sheldon Shaw, UTA Director of Safety & Security, was joined by Lowell Bate, UTA IT Project Manager. Mr. Shaw requested the board approve a $4,218,925 contract with Tivitri, Inc. for bus camera hardware and software.

Discussion ensued. Questions on the capacity for live feeds and installation timeline were posed by the board and answered by staff.

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

c. Contract: 11 and 15 Passenger Vanpool Replacement Vehicles (Larry H. Miller Chevrolet)

Jared Scarbrough, UTA Director of Capital Construction, was joined by Jesse Rogers, UTA Bus Vehicle Procurement Project Manager. Mr. Rogers requested the board approve a $1,574,808 contract with Larry H. Miller Chevrolet for six (6) 15-passenger vans and twenty-five (25) 11-passenger vans.

Discussion ensued. Questions on pricing and vehicle market challenges were 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.

d. Change Order: 2022 Transit Bus Replacement - Modification 002 to Ninth Order (Gillig, LLC)

Mr. Rogers requested the board approve a $716,420 change order to the contract with Gillig, LLC for 2022 transit bus replacements to cover price increases incurred by the vendor due to market conditions. He noted that representatives from Gillig presented to the board on March 8, 2023 explaining the market conditions contributing to the needed price increases. The total contract value, including the change order, is $83,355,072.

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

e. Change Order: Battery Electric Buses and Associated Charging Equipment Modification No. 002 - Preproduction Changes for Base Order Buses (Gillig, LLC)

Mr. Rogers requested the board approve a $378,240 change order to the contract with Gillig, LLC for battery electric buses and associated charging equipment to cover bus configuration changes.

Discussion ensued. A question on impacts to OGX buses was posed by the board and answered by Mr. Rogers.

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

f. Change Order: Battery Electric Buses and Associated Charging Equipment Modification No. 003-Price Increase for Base Order Buses (Gillig, LLC)

Mr. Rogers requested the board approve a $1,053,600 change order to the contract with Gillig, LLC for battery electric buses and associated charging equipment to cover price increases incurred by the vendor due to inflation.

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

g. Change Order: TIGER Program Change Order No. 83 - 300 North Salt Lake City Overhead Pedestrian Bridge Elevator Structure Modifications (Granite Construction Company)

[Note: The TIGER program of projects consists of multiple community betterment projects, including the pedestrian bridge elevator structure discussed in today's meeting.]

David Hancock, UTA Director of Capital Development, was joined by Travis Colledge, UTA Project Manager III. Mr. Colledge requested the board approve a $20,767.32 change order to the contract with Granite Construction Company for elevator structure

modifications on the pedestrian bridge located at 300 North in Salt Lake City. More specifically, the change order relates to costs for elevator storage, which is needed until the project progresses to a point when the elevators can be installed. This change order represents the third of three subdivided parts of a Direction of Authorization to Proceed (DAP) in the amount of $520,036.79 that was discussed with the board as an informational item in its September 14, 2022 board meeting. The DAP amount was later reduced to $462,641.

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

h. Change Order: Organization Development and Leadership Coaching Task Order No.1 - Change Order No.1 - Additional Coaching, Strategy, and Assessment Services (SISU Consulting Group, Inc.)

Ms. Garrett requested the board approve a $325,000 change order to the contract with SISU Consulting Group, Inc. for additional coaching, strategy, and assessment services to support strategic objectives. The total contract value, including the change order, is $405,000.

Discussion ensued. A question on the contract term was posed by the board and answered by Ms. Garrett.

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

i. Pre-Procurements

- **Route Restoration & Equity Index**
- **On-Board Rider Survey**
- **Davis-SLC Community Connector Environmental/Design**

Todd Mills, UTA Director of Supply Chain, was joined by Patti Garver, UTA Manager - Environmental & Grant Services; Russ Fox, UTA Director of Planning; and Alex Beim, UTA Acting Manager - Long-Range & Strategic Planning. Mr. Mills indicated the agency intends to procure the services outlined on the meeting agenda.

Discussion ensued. Questions on the whether the equity index would help identify gaps in service, consideration of mobility needs in the equity analysis, and inclusion of an origin and destination component in the on-board rider survey were posed by the board and answered by staff.

Chair Christensen called for a break at 10:41 a.m.

The meeting reconvened at 10:52 a.m.

8. Service and Fare Approvals

a. Fare Agreement: Ski Bus - Amendment 3.1 (Davis County)

Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit, was joined by Jonathan Salazar, UTA Manager - Vehicle Performance & Maintenance, and Kensey Kunkel, UTA Manager - Business Development & Sales. Ms. Kunkel requested the board approve an amendment to the agreement with Davis County to extend ski bus service to Snowbasin through April 9, 2023. The amendment value is $49,530 and the total contract value, including the amendment, is $250,923. She noted Amendment 3.1 replaces Amendment 3 in the contract, since the original amendment was not fully executed by the county. The board encouraged timely execution of contracts in the future.

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

9. Discussion Items

a. Bus Transit Signal Priority Overview

Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions, was joined by Casey Brock, UTA Bus Communications Supervisor, and Blaine Leonard, Transportation Technology Engineer with the Utah Department of Transportation (UDOT). Ms. Quinn and Mr. Leonard reviewed the bus transit signal priority (TSP) project, including its benefits, costs, technology, implementation, and anticipated outcomes.

Discussion ensued. Questions on UDOT's approach to technology moving forward, TSP technology features, equipment universality, installation, coordination with bus manufacturers, and integration on local roads were posed by the board and answered by staff.

b. 2022 Continuous Improvement Team Highlights

Ms. Garrett spoke about the continuous improvement (CI) team mission, vision, structure, demographics, and goals. She emphasized the value of team participation and the CI team net promoter score. She concluded by reviewing CI activities, certifications, project highlights, and team sentiments.

c. April 2023 and August 2023 Change Days

Megan Waters, UTA Community Engagement Director, was joined by Eric Callison, UTA Manager of Service Planning. Mr. Callison outlined proposed service adjustments for the April 2023 and August 2023 change days, including contingency service improvements that may be implemented if staffing is sufficient to support it. Ms. Waters spoke about the next steps in the change day process.

Discussion ensued. Questions on specific bus routes were posed by the board and answered by Mr. Callison.

10. Closed Session

a. Strategy Session to Discuss Collective Bargaining AND Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining and the purchase, exchange, or lease of real property. A motion was made Trustee Acerson, and seconded by Trustee Holbrook, for a closed session. The motion carried by a unanimous vote and the board moved into closed session at 11:58 a.m.

11. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 12:42 p.m.

12. Resolutions

a. R2023-03-03 - Resolution Authorizing the Purchase of Real Property in Weber County, Utah from Tinslee Meadows, LLC (Parcel 130; Project MSP-140)

Spencer Burgoyne, UTA Manager of Property Administration, was joined by Hal Johnson, UTA Manager of Project Research & Development, and Tim Merrill, Assistant Attorney General. Mr. Burgoyne requested authorization to purchase of 23.7 acres of property near the Business Depot Ogden (BDO) at a cost of $1,661,237 (including transaction costs). Mr. Burgoyne noted approximately 4.5 acres of the parcel have been designated as wetlands and may require mitigation.

Mr. Merrill recommended the board approve a substitute resolution to acquire the parcel. The substitute resolution more accurately describes the purpose of the acquisition, which is to preserve corridor for future transportation purposes.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

13. Other Business

a. Next Meeting: Wednesday, April 12th, 2023 at 9:00 a.m.

14. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:46 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/820351.html> for entire content.

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

Approved Date:

_____
Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Mary DeLoretto, Chief Service Development Officer

TITLE:

UTA Policy - UTA.06.03 Capital Assets

AGENDA ITEM TYPE:
UTA Policy

RECOMMENDATION:
Approve revised UTA Capital Assets policy to correct the policy number from UTA.06.02 Capital Assets to UTA.06.03 Capital Assets

BACKGROUND:
Last year, the UTA Financial Management team updated the Capital Asset policy to make a number of revisions addressing findings in the FTA's Financial Management Oversight Report. The updated policy was mistakenly assigned a number that is in use by another UTA Policy.

DISCUSSION:
We are requesting approval to update this policy's number to UTA.06.03. There are no further revisions, and this request will not affect policy contents.

ALTERNATIVES:
If we do not correct the current number of the UTA Capital Assets policy, we will have two UTA policies with the same identifying number.

FISCAL IMPACT:
N/A

ATTACHMENTS:
UTA.06.03 Capital Assets

UTAH TRANSIT AUTHORITY POLICY

No. UTA.06.03

CAPITAL ASSET POLICY

1) Purpose

UTA is required to meet Federal Transit Authority (FTA), Generally Accepted Accounting Principles (GAAP), and standards created by the Governmental Accounting Standards Board (GASB) related to obtaining, recording, maintaining, reallocating, and disposing of all capital assets.

2) Definitions

"Capital Asset" means major assets that are used in public transit operations and that benefit more than a single fiscal period. These assets are not intentionally acquired for resale, nor are they readily converted to cash. To be classified as a capital asset, an asset must meet a capitalization threshold of at least $5,000 and have a useful life beyond one year.

"Capital Asset Controls Group" means UTA employees responsible for the recordkeeping, management, and dispositioning of asset status in the inventory control system.

"Capital Asset Reallocation" means a change in asset information, for example, location or responsible service unit.

"Components" are defined as a part or element of a larger whole, for example, the engine of a bus is a component of the bus itself. The bus cannot run without the engine, and the engine itself is not a capital asset.

"ERP" means Enterprise Resource Planning software. This is software used to manage day-to-day business activities, including accounting, procurement, compliance, and supply chain operations.

"Grant Funded" means an asset acquired through a financial award given by the federal, state, or local government, funded by tax dollars and includes stringent compliance and reporting measures.

"Responsible Owner" means the division that controls, manages, and/or maintains the asset.

"Sub-recipient Assets" means grant-funded capital assets not owned outright by UTA, but follow all capital asset standards, except for recording financial value to UTA. These assets are subject to the FTA's Continuing Control requirements if they are purchased using FTA funds.

"UTA" means Utah Transit Authority.

3) Policy

A. Capital Asset Tracking

1. Capital Asset Classes
   The maintenance of accurate records depends on precise definitions of each capital asset category. Capital assets are categorized into several major classes. Major capital asset types include:
   - Land
   - Rail Infrastructure
   - Buildings and Building improvements
   - Land improvements
   - Revenue Vehicles
   - Equipment and Support Vehicles
   - Intangibles (including software)
   - Leased Assets

2. Capital Asset Disposal
   Capital Assets identified for disposal require prior approval from the Capital Asset Controls Group before disposing. If the asset is not grant funded, in usable condition, and the Coordinated Mobility department has identified a party in need of the asset, Donation is the preferred method of disposal. If the asset does not meet the above outlined criteria, auction is the preferred method of disposal for all asset types except land, intangible assets, and IT assets if there are security concerns relating to the disposal of the IT asset. If there are security concerns relating to the disposal of an IT asset, the specific concern may be addressed individually in coordination with the Capital Asset Controls Group. The auction method supplies fair market value data of the capital assets being disposed. All other disposal methods will be approved on a case-by-case basis by the Capital Asset Controls Group in accordance with fiscally prudent standards.

3. Grant Funded Asset Disposals
   Grant Funded capital assets that have not yet met their useful life must be approved by the Federal Transit Agency for disposal in order to be considered for disposal. For those assets that have met their useful life, FTA will need to be notified of disposal.. An official letter must be sent with all pertinent information including remaining useful life, grant number, grant percentage, and planned disposal method. Auction is the preferred method of disposal for all grant asset types except land, intangible assets, and IT assets. If a fully depreciated grant asset is sold at auction for $5,000 or greater, the Capital Asset Controls Group will report it and make the appropriate request for payment to the FTA.

B. Roles and Responsibilities
   The Project Manager or Responsible Owner of a capital asset and/or sub-recipient asset must communicate to the Capital Asset Controls Group when a Capital Asset is acquired and must provide capital asset accounting with the required fields to create the asset in ERP software. This is not required for Components.

   1. Project Manager Responsibilities
      a. Communicate to Capital Asset Controls Group the list of capital assets acquired as a result of a capital project.

b. Communicate the planned disposal of Capital Assets due to future capital project plans.

2. Responsible Owner
   a. Communicate to Capital Asset Controls Group the required asset information upon purchase
      1. Information provided must describe the asset being acquired and not just the description of the funding mechanism. The information provided must demonstrate how the item falls within the Capital Asset definition contained above.
      2. Information needs to be itemized- for example if 10 HVAC units are purchased, the information should be a list of 10 itemized assets, not a list with 1 record with 10 items shown as the quantity.
   b. Perform biennial inventory with the guidance of the Capital Asset Controls Group
   c. Communicate asset reallocations as needed
   d. Obtain approval of desired asset disposition
   e. Provide documentation of final disposal

3. Capital Asset Controls Group Responsibilities
   a. Create Capital Asset Record in ERP software and allocate appropriate costs when necessary
   b. Track Capital Asset Reallocations in ERP software
   c. Support departments in performing the biennial inventory
   d. Provide capital asset reports for the Annual Comprehensive Financial Report (ACFR) or for requested disclosures.
   e. Accounting for the disposal of Capital Assets upon approval
   f. Collect backup documentation for life cycle of the Capital Asset
   g. Provide templates for the required asset information

4) Cross-References

- FTA 5010.1E - Awards Management Circular
- GAAP Statement 34, 51, 87, & 96
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This UTA Policy was reviewed by UTA's Chief Officers on 07/06/2022, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____	_____
Mary DeLoretto, Chief Service Development Officer Accountable Executive	Jay Fox Executive Director

Approved as to form and content:

_____

Counsel for the Authority

History

Date	Action	Owner
01/29/2019	Adopted - UTA Corporate Policy No. 3.1.12 – Capital Assets Policy	Chief Service Development Officer
10/26/2022	Adopted – UTA.06.02 – Capital Assets Policy	Chief Service Development Officer
	Renumbered – UTA.06.02 Capital Assets is now assigned as UTA.06.03 Capital Assets	Chief Service Development Officer
	Board Approved – UTA.06.03 – Capital Assets	Chief Service Development Officer

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

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

TITLE:

Executive Director's Report

- **CBA Negotiations Team**
- **FrontRunner 15 - April 26**
- **New CFO - Viola "Vi" Miller**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Mary DeLoretto, Acting Executive Director, will report on recent activities of the agency and other items of interest.

- CBA Negotiations Team
- FrontRunner 15 - April 26
- New CFO - Viola "Vi" Miller - Starts May 1

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Kim Shanklin, Chief People Officer

TITLE:

R2023-04-01 - Resolution Authorizing execution of a Collective Bargaining Agreement with Amalgamated Transit Union Local 382

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Adopt Resolution R2023-04-01 authorizing UTA's Executive Director, Chief People Officer, and Treasurer to execute and deliver the new terms of a collective bargaining agreement (CBA) with Amalgamated Transit Union, Local 382.

BACKGROUND:
Approximately 1,600 Operators, Maintenance, and Parts employees of UTA are represented by ATU Local 382 for wages, benefits, and working conditions. In September 2022, representatives for the Utah Transit Authority (UTA) and ATU Local 382 entered negotiations on new terms for the CBA, which expired on December 10, 2022.

DISCUSSION:
Parties came to a Tentative Agreement (TA) on new terms on March 3, 2023. On March 15, 2023, the membership of ATU Local 382 voted to accept the terms as presented in

the TA. The terms negotiated in the TA will help ensure UTA is competitive in hiring and retaining the great represented workforce that keeps UTA running. In addition to wage and healthcare increases, the TA also includes improvements to working conditions that will better support our operators as they implement our service.

ALTERNATIVES:
If this resolution is not adopted, parties would need to return to negotiations to attempt to bargain different terms that would be acceptable to both parties.

FISCAL IMPACT:
The fiscal impact of the CBA is $6,941,000 to the Adopted 2023 Operating Budget. Over the next five years, the estimated impact to the five-year financial plan is $24,214,000.

This five-year impact can be absorbed within projected fund balances as reflected in the five-year financial plan supporting the Adopted 2023 Budget.

The 2023 CBA cost of $6,941,000 will be included in a Budget Amendment that will be developed for Board consideration at their May 10, 2023, meeting before taking the amendment to the Local Advisory Council for consultation on May 31, 2023. If both bodies concur, the Board will be asked to approve a resolution amending the 2023 Budget at the June 14, 2023, meeting of the Board of Trustees.

ATTACHMENTS:
Resolution R2023-04-01

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH AMALGAMATED TRANSIT UNION LOCAL 382

R2023-04-01 April 12, 2023

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

WHEREAS, the Board of Trustees ("Board") of the Authority previously approved a Collective Bargaining Agreement ("Agreement") with Amalgamated Transit Union Local 382 ("ATU") in Resolution R2020-05-05 on May 20, 2020; and

WHEREAS, that Agreement has expired December 10, 2022, and the Authority and ATU have been negotiating a new Agreement between the parties; and

WHEREAS, the ATU and the Authority have negotiated in good faith, and together have reached accord on a new Agreement between the parties; and

WHEREAS, the Board has reviewed the proposed Agreement between the ATU and the Authority, and believes it represents the best interests of both of the parties, and promotes the Authority's ability to retain and build an excellent, highly-committed, productive, and involved workforce; and

WHEREAS, the Board desires that the Authority execute the new Agreement with the ATU.

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

1. That the Executive Director, Chief People Officer, and Treasurer of the Authority are hereby empowered to execute and deliver the Collective Bargaining Agreement, in substantially the same form as the one attached as Exhibit A, subject to approval by the Authority's legal counsel.

2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, Chief People Officer, other staff and legal counsel, that are necessary or appropriate with regard to participation with the negotiations with the ATU and to give effect to this Resolution.

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3. That Resolution R2020-05-05, enacted on May 20, 2020, is hereby rescinded and superseded.

4. That this Resolution remain in force and effect until rescinded, amended, or superseded by further action of the Board.

Approved and adopted this 12th day of April 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

Collective Bargaining Agreement between

Utah Transit Authority and Amalgamated Transit Union, Local 382

(December 11, 2022 – December 10, 2025)

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UTAH TRANSIT AUTHORITY AND
AMALGAMATED TRANSIT UNION, LOCAL 382

SECTION I: GENERAL PROVISIONS

ARTICLE 1: DURATION OF AGREEMENT

The Agreement is effective, December 11, 2022 and continues in full force and effect through December 10, 2025, and from year to year thereafter unless either party shall give notice of a desire to terminate or modify the Agreement not less than 60 days prior to such expiration date or its anniversary.

ARTICLE 2: UNION RECOGNITION

The Utah Transit Authority ("UTA") recognizes the Union as the sole and exclusive collective bargaining agent for all bus, TRAX, and FrontRunner Operators (except worker service operators as defined in Article 42), Parts and Maintenance employees of UTA.

Union representatives designated in writing shall be permitted to transact Union business on the premises of UTA during working hours with management personnel or with bargaining unit employees who can be and are relieved from duty. No representative shall interfere with or delay any employee at work. Union representatives shall not neglect any work for UTA unless officially relieved of duty. Twenty-four hours advance notice shall be given when possible, in any case at least one hour notice shall be given or by 5:00 a.m. if the employee is required to report before 6:00 a.m.

Concerning any committee created by UTA dealing with the terms and conditions of employment and which is comprised in part of bargaining unit personnel, the Union shall appoint all the bargaining unit members of such committee within a reasonable time. No

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committee shall be empowered to alter the terms of this Agreement. This paragraph shall not prevent management from meeting with employees from time to time.

ARTICLE 3: RECOGNITION OF MANAGEMENT

The Union recognizes that UTA shall continue to have and to exercise exclusive rights to set policy; to manage the business; to determine qualifications for employment; to select all personnel; to determine the size of the work force; to make and enforce reasonable rules and regulations governing the operation of the business and the conduct of its employees; and to otherwise exercise full control except as limited by the express terms of this Agreement.

ARTICLE 4: EMPLOYEE COOPERATION AND NON-DISCRIMINATION

Employees shall work to the best interests of UTA. They shall be efficient, operate and handle vehicles and equipment carefully and with utmost regard for passengers' safety, for equipment, and for the public. They shall be courteous and respectful to the public and shall maintain a clean and neat appearance.

There shall be no discrimination by UTA, the Union, or any employee against any other employee as prohibited by law, because of race, color, religion, creed, sex, age, or national origin.

ARTICLE 5: NO STRIKES OR LOCK-OUTS

Neither the Union nor its members shall engage in any strikes, nor shall UTA engage in any lockouts during the term of this Agreement.

ARTICLE 6: ADMINISTRATION OF THE AGREEMENT

Any business necessary to administer this Agreement shall be between designated representatives of UTA and of the Union or the International Union.

Before either party makes public any matter relating to issues covered by this

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Agreement, the local Union President and the Manager of Labor Relations shall meet together in person to discuss such matter. If no mutual resolution is reached, the parties shall defer contact with the public for 24 hours.

ARTICLE 7: PROBATIONARY PERIOD

A. All new Operations and Parts employees shall be on probation until they have worked 90 shifts. All new Maintenance employees shall be on probation until they have worked 105 shifts. During such periods UTA is the sole judge of ability, competency, fitness and qualifications to perform work. This judgment shall not be subject to the grievance or arbitration procedure. Otherwise the Union shall have the right to represent the employee. Upon completion of the probationary period, the employee shall have seniority back to the date of employment, and if two or more employees begin work on the same day, their place on the seniority list shall be determined by lot.

B. Employees who complete the probationary period in one department and later transfer to another department shall be considered to have completed the probationary period set forth in this Article for the purposes of termination of employment, but shall be considered probationary employees for the first 60 shifts worked in the new department for the purposes of transfer back to their previous department. Employees may be transferred back to their original department during the first 60 shifts worked in a new department for any reason and such transfer will not be subject to grievance or arbitration.

During an employee's new hire probationary period the employee may not bid out of such employee's department. If, during an employee's new hire probationary period, such employee is awarded a bid to a different shift, a different division, a different craft or a position which constitutes a promotion, such employee's probationary period shall begin anew, less a

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credit for one-half of the probationary shifts already worked. This shall not affect the 30-shift evaluation period under Article 50 of the Agreement.

ARTICLE 8: SENIORITY

Employees are credited with system-wide seniority in one of three departments: Operations, Parts, or Maintenance. For operators with Regular status on or before December 10, 1985, seniority shall be governed by the seniority list posted on that date. For all other operators, seniority shall be governed by date of hire. The maintenance list shall be posted in each maintenance area. The operators list shall be posted near the dispatch area or in the driver train room. The Parts list shall be posted in the Parts areas. Lists shall be updated as needed. A copy shall be furnished to the Union. Seniority shall be deemed correct if not protested within 30 days after the first incorrect posting.

An employee who transfers from one department to another shall continue to accrue seniority in the former department until the employee completes a period of 60 shifts worked in the new department. Upon completion of such period, the transfer shall be considered permanent and seniority in the former department shall be retained up to the date the position was awarded but shall not thereafter accumulate. Seniority in the new department shall commence as of the initial date of award. However, departmental seniority between employees who are awarded a position from the same job posting in the same new department will be governed by their original date of hire into the bargaining unit.

Any employee accepting full time Union office shall retain and accumulate seniority during the period of such service. Any employee who accepts a position outside the bargaining unit after working in a position within the bargaining unit, will continue to accumulate seniority in the bargaining unit for a period of 90 days. Upon completion of the 90 day period, seniority

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in the bargaining unit will be retained up to the date of transfer but will not thereafter continue to accumulate. Upon returning to the bargaining unit the employee shall return to the employee's original classification and may exercise seniority to take the least senior available assignment or regular run but otherwise shall bid for assignment on the next regular Change Day or bid day.

Seniority continues to accumulate during any layoff or approved leave of absence such as for sickness or injury. Time on leave is not considered time worked for any purpose except accumulation of seniority.

Seniority shall be lost whenever the employee quits; is discharged for just cause; retires; or fails to return to work within five work days after the end of a leave of absence or the receipt of notice of recall from a layoff.

ARTICLE 9: LAYOFFS AND RECALLS

A five day advance notice of necessary lay-offs shall be given. Regular force reductions shall be in the reverse order of departmental seniority. As classifications are reduced, a senior employee facing lay-off, may within five days, displace a junior employee in a lower classification. Any displaced employee shall have the same privilege unless prevented from doing so by sickness or leave of absence.

When regular forces of operators, parts or maintenance employees are increased, laid off employees of UTA in the classification being increased shall be offered reemployment in the reverse order in which they were laid off.

Displaced operators, parts or maintenance employees shall have the opportunity to return to their previous classification for a period not to exceed two (2) years from the effective date of their displacement.

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Employees on lay-off must keep UTA and the Union supplied with their correct address. A notice of recall may be made by UTA by personal contact or by telephone. If unable to be contacted, the individual shall be notified by certified letter sent to the last known address in accordance with Article 32. A list of those notified of recall shall be furnished to the Union.

ARTICLE 10: EMPLOYEES' PERSONNEL RECORDS

No complaint shall be entered in any employee's record unless a copy is given to the employee by UTA and a copy is sent to the Union. Unverifiable complaints shall not be included in an employee's personnel file.

Written notations in an employee's records of more than 12 months duration will not be considered against the employee in matters of discipline or discharge.

Employees may examine their own personnel files and obtain copies of any complaint therein and may furnish copies to the Union or by written consent authorize the Union to examine the employee's personnel records. Oral warnings or requests for improvement may be given but, if added to personnel files, must be confirmed in writing as above.

All employees must report immediately in writing any revocation of their drivers license.

Revocation of any employee's commercial drivers license shall not constitute sole reason for discharge provided, however, any employee whose license is revoked a second time in any five year period shall be subject to discharge. An employee whose license is revoked, and who is not discharged for other reasons, shall be granted a leave of absence.

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ARTICLE 11: NOTICE OF DISCIPLINE

Employees shall be advised of any discipline or charges within 11 calendar days after the General Manager of UTA or its designees have knowledge of any alleged violation of UTA rules or other offenses. Oral warnings may be given, or the employee shall be furnished a written statement of the offense or discipline. The written statement shall include a description of the actions or behavior in which the employee is alleged to have engaged. Such statement shall be sufficiently precise and complete so that the employee may be able to identify the actions or behavior to which reference is made. For the purposes of this Article, persons who have been retained to monitor service and performance shall be deemed designees of the General Manager. Also, with respect to discipline for chargeable accidents, the time period under this Article shall commence to run when the Accident Review Committee's report is received and time-stamped in the Claims Unit Office of UTA. A copy of the time-stamped report shall be furnished to the Union. UTA will not arbitrarily or randomly view any type of video recordings or live feed video for the sole purpose of finding misconduct, issuing discipline or monitoring individual performance. Random means without specific dates, times or incident.

ARTICLE 12: SUSPENSION OR DISCHARGE

A prompt review shall be made in any situation where discharge or other discipline is contemplated or has been administered, provided request for such review is made in writing to the Labor Relations Office within 11 calendar days following notice by UTA to the Union that discharge or discipline may be involved. If no request is made to UTA within that time, and the discharge or discipline is administered by UTA, such action by UTA shall be deemed final by all concerned. If UTA has not yet imposed discipline prior to the preliminary hearing or

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Peer Review below, UTA shall delay such discipline until after the preliminary hearing or Peer Review is held and a decision is rendered.

Within seven calendar days after the receipt of the request for discipline review, the matter shall be submitted to the Grievance Resolution Committee (herein, the "GRC") which shall attempt to settle the matter by using a Collaborative process. The GRC shall consist of two members appointed by the Union President and two members appointed by UTA. If the matter is not settled by the GRC within 14 calendar days after the request for discipline review, the Union may request that the discharge or discipline be reviewed under either the Preliminary Hearing Option or the Peer Review Option set forth below.

Preliminary Hearing Option. If the Union timely seeks a review of the discharge or other discipline under this Preliminary Hearing Option, UTA shall promptly designate someone to conduct a preliminary hearing to be held within seven calendar days after the request for review. At such hearing, the employee, the Union, and others may present any relevant facts and evidence. Persons who have been retained by UTA to monitor performance and service shall be made available in person or by telephone to provide testimony and respond to questioning at the hearing. Within seven calendar days after the hearing, UTA shall notify the employee and the Union that the discipline has been rescinded, modified, or sustained. If the Union is not satisfied with the decision under the Preliminary Hearing Option, the Union may request arbitration under Article 14, provided such request is made within 21 calendar days after receipt of the decision of the hearing officer. The selected arbitrator shall review the same facts and evidence as were presented in the first hearing together with any new facts and evidence subsequently discovered and promptly brought to the attention of the other party and shall then either sustain, modify or rescind the discipline, with or without back pay as deemed

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justified by the facts and evidence.

If either party fails to meet the above time limits, the other party may automatically move the matter to the next step in the procedure or arbitration. If a matter is not appealed by the Union to the next step in a timely manner, it shall be deemed resolved on the basis of the last answer; provided, however, that if UTA fails to meet any of the time deadlines and the Union carries the matter to the next step, UTA shall pay to the Union a penalty of $400.00.

ARTICLE 13: PROCEDURE FOR GRIEVANCES

The term "grievance", shall mean a complaint and/or dispute by the Union and/or employee concerning the proper interpretation or application of any provision of this Agreement.

FIRST STEP: All grievances should first be discussed with the immediate supervisor who should be advised of the particular section of the Agreement that is involved. The Union and UTA agree that it is in the best interest of all parties to settle the dispute at this stage. If not resolved in that discussion, or if other circumstances warrant, the Union or the employee may fill out a grievance form provided by UTA. The grievance form must be submitted in writing to the Labor Relations Office within 11 calendar days after the incident giving rise to the grievance is known to exist. Grievances in the Mount Ogden and Timpanogos Business Units may be filed with the Regional General Manager's office.

STEP TWO: Within seven calendar days following the filing of a grievance, the Labor Relations Office will investigate the facts and evidence giving rise to the grievance and shall give to the Union a written answer to the grievance.

STEP THREE: If the grievance is not satisfactorily resolved by the Step Two

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answer, or if the answer is not provided within the time allowed, the Union may appeal the matter to Step Three within seven calendar days by filing a written appeal with the Labor Relations Office. At Step Three, the matter shall be submitted to the GRC which shall attempt to settle the matter by using a Collaborative process.

STEP FOUR: If the matter is not settled by the GRC within 21 days after the Step Two answer, the Union may request arbitration under Article 14, provided such request is made within 28 calendar days after the Step Two answer. The selected arbitrator shall review the same facts and evidence as were presented before the GRC together with any new facts and evidence subsequently discovered and promptly brought to the attention of the other party and shall then either sustain, modify or rescind that decision as deemed justified by the facts and evidence.

If UTA fails to meet any of the above time limits prior to the appeal for arbitration, the Union may automatically move the matter to the next step of the grievance procedure; provided, that if the Union moves the matter to the next step, UTA shall also pay the Union a penalty of $400.00.

ARTICLE 14: ARBITRATION PROCEDURES

Only grievances which have been timely processed by the Union through the grievance steps in Article 12 or 13 and which allege a violation of this Agreement (including a claim alleging unjust suspension or termination) may be carried to arbitration. Reasonable extensions to the time limits set forth in Articles 12 through 14 shall be granted upon advance request by either party.

All reasonable efforts should be made to avoid the expense and trouble of arbitration. Within 35 calendar days of request for arbitration, the parties shall agree upon an arbitrator to

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be selected from a panel of names provided by the Federal Mediation and Conciliation Service. The parties will select from the panel by alternately striking names from the panel with the first strike made by the party who, on the prior selection of an arbitrator, did not make the first strike. Extensions of up to seven calendar days may be granted for either party if written or verbal request is made within 48 hours of the original deadline. If the Union fails timely to select an arbitrator, the grievance shall be deemed withdrawn.

Both parties shall reduce to writing their agreed positions with respect to facts, evidence, and issues, and any disputed facts, evidence or issues. In discipline or discharge cases, no transcripts or post-hearing briefs shall be used unless requested by the Union, and the decision of the arbitrator shall be rendered within five calendar days. In other cases, transcripts and post-hearing briefs may be omitted by mutual agreement, and a time limit for decision may be set by mutual agreement.

The arbitrator shall have no power to change this Agreement nor to impose any terms or conditions the arbitrator might think the parties should have agreed upon. The arbitrator's power is limited to finding the facts and to applying the terms of this Agreement to those facts. The Union and UTA shall equally share the expense and charges of the arbitrator. The decision of the arbitrator shall be final and binding upon all parties.

ARTICLE 15: LEAVES OF ABSENCE

A. Leaves of absence without pay or fringe benefits shall be granted for good and sufficient reasons for periods of up to 90 days. All leaves of absence must be approved in writing before commencing such leave. UTA may refuse to grant leaves of absence for good cause, but will not arbitrarily refuse leaves. Leaves longer than 90 days must be approved by both UTA and the Union, except for military leave, which shall be granted in accordance with

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applicable laws.

B. Employees elected or appointed to full-time Union office shall be granted leave of absence.

C. Employees returning from leaves of absence, less than a cumulative duration of 12 months, shall return to their original classification and may exercise seniority to take the least senior shift or regular run but otherwise shall bid for assignment on the next regular Change Day or bid day, except in the case of employees who exceed 12 months non-renewable leave but who are able to return prior to the expiration of their leave. In such case, the employee may bid on open positions for which they qualify. If their previous position is no longer open, the employee may bid on other open positions for which they qualify or may continue on leave until such position is available. Time on leave is not considered time worked for any purpose except seniority, which continues to accumulate during leaves of less than 90 days, military leaves or leaves longer than 90 days as approved by both parties, essentially for long-term illness.

D. Employees who are eligible for and have enrolled in the medical insurance program, and who take a leave of absence from UTA, and who waive benefit coverage while on a leave, will be reinstated to the insurance program on the first day of the month following their return to work, provided they have given UTA at least 30 days' advance notice of their return from leave of absence and they actually return on the specified day. Employees who fail to give at least 30 days' notice but who return to work on or before the 15th of the month will be reinstated to the insurance plan on the first day of the next following month. Employees who fail to give at least 30 days' notice and who return to work after the 15th of the month will

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be reinstated to the insurance plan on the first day of the second following month.

E. Parental leave will be provided to full time Bargaining Unit Employees who have completed 12 months of employment prior to the birth, adoption or placement of a child in order to care for and bond with a newborn or newly adopted or newly placed child. Parental Leave shall run concurrently with any Family and Medical Leave (FML) available to the employee. This includes four (4) weeks of approved paid Parental Leave to be taken within six-months (6) immediately following the birth, adoption, or placement of a child with the employee. Employees will not receive more than four weeks of paid Parental Leave within a rolling 12 month period. If both parents are employed by UTA, they are entitled to a combined four (4) weeks of Parental Leave. Employees must take Parental Leave in one continuous period. Employees will not be paid for unused Parental Leave at the time they leave employment with UTA. If a Holiday occurs while an employee is on Parental Leave, such day will be charged to holiday pay such holiday pay will not extend the total length of paid Parental Leave.

ARTICLE 16: JURY DUTY LEAVE

Employees shall be entitled to leave for jury duty and shall be compensated for loss of any straight-time pay, less any amount received for such jury service. If not selected to serve or released from jury duty, employees shall immediately notify the supervisor that they are available for work. Copy of summons and amount of pay for jury service shall be provided by the employee.

ARTICLE 17: COURT ATTENDANCE

Employees who witness but are not involved in an accident while on duty, and as a result are required to make a report of the accident to UTA and who are later required to attend

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court, or employees required by a subpoena issued at the request of UTA or its designated agent to appear in court as witnesses shall be paid the difference between straight-time pay they would have received and any amount paid for such court appearance. Employees who would not be working shall be paid at straight-time for the time required to be at court.

ARTICLE 18: PERSONAL TIME

Regular attendance is expected of every employee.

A. Accrual of Personal Time.

Each full-time employee will accrue 7.33 hours of Personal Time for each full month of service. Of those 7.33 hours, six hours will be deposited by UTA in each employee's Personal Time Account and 1.33 hours will be deposited by UTA in each employee's retiree medical account as set forth in Section C of this Article.

B. Use.

An employee may use accrued and available Personal Time for any purpose, subject to the limitations of this Section B.

An employee may request Personal Time from the employee's manager, supervisor, or the on-duty dispatch supervisor. An employee may take the requested Personal Time only if the request has been approved by the manager, supervisor, or on-duty dispatch supervisor. Personal Time will be approved on a first-come, first-serve basis according to staffing needs for the requested day or period of time. The operations manager of each division will set aside daily time off slots for the use of Personal Time, Floating Holidays, and Single Day Vacation, equivalent to at least 4% of the Operators in the division, in addition to the meet and confer process set forth in Article 21.

An employee may use accrued and available Personal Time in partial days of no less

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than two hours. However, the parties recognize that employees may be required to take more than the requested hours if UTA is unable to establish a reasonable break in the requesting employee's schedule.

An employee will receive Personal Time pay equivalent to the actual scheduled time not worked, up to eight hours per day, except that in the case of an employee normally scheduled to work a four day/ten hour schedule, up to ten hours per day. An employee will not be paid Personal Time during a period when the employee is paid for any other paid leave, such as bereavement, short-term disability, and vacation.

An employee will use Personal Time only after providing advance notice to UTA of not more than 12 months before the day or period of time that the Personal Time will be taken. Operators must notify UTA no later than noon on the day before the Personal Time will be taken, except in the case of unforeseen illness or emergency. If an employee uses Personal Time because of unforeseen illness or emergency three times in a 12-month period, then UTA may require the employee to verify any subsequent unforeseen illness or emergency for which Personal Time is used within the same 12-month period.

An employee who has requested, and received approval for, Personal Time may request the cancellation of that scheduled Personal Time. In Operations, if the employee requests cancellation of the Personal Time before 1:00 p.m. on the day before the scheduled Personal Time, the employee will perform the employee's scheduled work. If the employee does not request the cancellation before 1:00 p.m. on the day before the scheduled Personal Time, UTA may reassign the employee based on work that is or becomes available.

C. Retiree Medical Account Program

1. All Bargaining Unit employees who are eligible to participate in the pension

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plan will also be eligible to participate in the Retiree Medical Account Program.

2. The program will be designed as either a Voluntary Employee Benefit Association (VEBA) or Integral Part Trust, as allowed under IRS regulations, private letter rulings, and other applicable federal laws, regulations, and guidance.

3. All costs for the program administration will be paid from the program assets.

4. Retiree medical savings will be maintained in a trust with individual accounts. Investments will be directed by employees among choices determined by UTA and the Union.

5. Employees will become fully vested in their Retiree Medical Account balances upon reaching five years of service, with no vesting prior.

6. Vested Retiree Medical Account moneys may be withdrawn upon separation from UTA for qualified medical expenses.

7. Any terms of this agreement that are found to be in violation of IRS regulations or other applicable law will be renegotiated by the parties.

D. Conversion to Retiree Medical Account.

UTA will transfer any hours over 900 in an employee's Personal Time Account into the employee's Retiree Medical Account, as those hours over 900 accrue.

Any hours converted to an employee's Retiree Medical Account under this Section D will be subject to the following vesting schedule:

1. Employees with less than five years of service will not be vested in their Retiree Medical Accounts.

2. Employees with at least five years of service will be 100% vested in all of their

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Retiree Medical Account balances.

Any Personal Time hours remaining in an employee's Personal Time Account upon the employee's retirement from UTA, will be transferred to the employee's Retiree Medical Account.

E. Serious Illness Account.

Operators may, at the end of their anniversary year, declare to roll any unused vacations into a Serious Illness Account (SIA). The maximum SIA accrual is capped at 80 hours. Operators who previously had a SIA will continue to use that account for any deposits. Any Operator with unused hours remaining in the employees's SIA on the date of the employee's retirement from UTA, will be transferred to the employees's Retireee Medical Account as long as the total hours of the active SIA and the employees personal time balance does not exceed 900 hours. The provisions in this paragraph apply to sections F & G.

Employees who have a Serious Illness Account may use any hours in their Serious Illness Account for pay protection if:

1. (a) the employee has been unable to work for 40 consecutive work hours because the employee has a serious health condition (as defined by the Family and Medical Leave Act of 1993), and (b) the employee used any accrued and available Personal Time during those 40 consecutive work hours, in which event the employee may use hours available in the Serious Illness Account after that 40th hour for the continuing absence incurred because of that serious health condition; or

2. (a) the employee used Serious Illness Account hours under the above subsection (1) and, within twelve months after the employee began using hours

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under that subsection, the employee is subsequently unable to work because of the same serious health condition that allowed the employee to use such hours under that subsection, and (b) the employee has exhausted all Personal Time, in which event the employee may use hours available in the Serious Illness Account for the same serious health condition.

The sole purpose of hours in an employee's Serious Illness Account is to protect employees from excessive pay losses during times when serious illness will not permit the employee to work. Hours in an employee's Serious Illness Account may not be converted to terminal pay or other types of payment, except: (1) in the case of an employee who was fully pension vested as of December 31, 2004, any unused hours remaining in the employee's Serious Illness Account on the date of the employee's retirement from UTA will be transferred to the employee's Retiree Medical Account before that date and (2) as allowed under Section G.

An employee will receive the pay equivalent of one hour of straight-time pay for each hour of sick leave used under the Serious Illness Account, up to eight hours per day, except in the case of an employee normally scheduled to work a four- day ten- hour schedule, up to ten hours per day. An employee will not be paid for sick leave under that Account during a period when the employee is paid for other paid leaves, such as bereavement, short-term disability, and vacation.

F. Notice of Accrual.

UTA will include in each employee's paycheck notice of the unused hours in the employee's Personal Time Account and Serious Illness Account.

G. Survivor Distribution.

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In the event that an employee passes away, UTA will pay up to 240 hours of the employee's accumulated and unused Personal Time hours to the employee's beneficiary. If the employee's accrued Personal Time hours as of the date of death are less than 240, UTA will pay up to a combined 240 hours of the employee's Personal Time and Serious Illness Account hours.

ARTICLE 19: BEREAVEMENT LEAVE

Employees may use Bereavement Leave associated with the death of an "immediate Family Member" without loss of pay for a maximum of three (3) working days per instance of death.

In case of a death in the immediate family or extended family as listed below, employees will be allowed the following bereavement leave with pay:

- Immediate Family: 5 days

  Immediate Family includes spouse, children, stepchildren, foster children, son/daughter-in-law, parents, stepparents or parents-in-law.

- Extended Family: Out of state: 5 days

  In state: 3 days

  Extended Family includes brother, sister, stepbrother, stepsister, grandparent, grandparent-in-law, grandchildren, brother-in-law or sister-in-law.

  a. Extra Time. If more time than three (3) days is needed due to travel time or extenuating circumstances, an employee may use accrued Vacation, Personal Time, Floating Holiday or unpaid time off, if approved.

  b. Immediate Family. For the purposes of Bereavement Leave, "Immediate Family Member" means parents, step-parents, parents-in-law, spouse, children,

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foster children, step-children, grandchildren, brothers, sisters, grandparents, step-brothers, step-sisters, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law. Employees regularly scheduled to work a four-day ten-hour schedule shall receive Bereavement Leave at the rate of ten hours per day.

ARTICLE 20: PHYSICAL EXAMINATIONS

When UTA solicits proposals for the Occupational Medical Provider (OMP), the ATU can appoint one person to participate on the Request for Proposal selection process. At least two times per year, UTA will meet with ATU to discuss OMP performance, at least one meeting will include the OMP. UTA may require any employee to submit to a physical examination by a physician selected and paid by UTA. An employee found to have physical or mental problems shall agree to have the problem properly treated and corrected if of a curable nature. If the physician certifies this can be safely done while the employee continues working, the employee may do so. If a leave of absence is required for treatment, leave shall be granted until the physician certifies the employee is again fit for duty. UTA shall be kept informed of progress of treatment at least once every 30 days. If declared unfit for duty, an employee may at his or her own expense, obtain a comparable physical examination and opinion from a physician of his or her own choosing. If the two opinions conflict, the two physicians shall select a third physician who shall examine the employee and give a final and binding opinion. The expense of the third physician shall be paid equally by UTA and the Union. An employee declared unfit for service who has completed five or more years of service shall be given a non-renewable leave of absence for a period not to exceed 12 months. An employee declared unfit for service who has completed 15 years of service shall have an additional three months of non-renewable leave added to their non-renewable leave balance.

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An employee declared unfit for service who has completed 25 or more years of service shall have additional six months of non-renewable leave added to their non-renewable leave balance. All non-renewable leave is cumulative over the course of the employee's employment with UTA. For the purpose of calculating non-renewable leaves, an employee's absences prior to January 1, 2000 will not count towards the cumulative total.

ARTICLE 21: VACATIONS

1. Vacation. Employees are entitled to 40 hours of paid vacation during their first year of service; 80 hours of paid vacation after one year of service;; 120 hours of paid vacation after five years of service; 160 hoursof paid vacation with the option of taking either three or four weeksafter 14 years of service; and 200 hours of paid vacation after 25 years of service. Service is calculated from date of employment.

Maintenance and Parts employees who quit or are terminated or retire shall be paid all vacation earned by reason of service completed at the time of such separation. Operators who quit or are terminated or retire shall be paid all vacation earned by reason of service completed at the time of such separation, on a prorated basis.

2. Maintenance and Parts Employees. Maintenance and Parts employees will accrue vacation each pay period. Maintenance and Parts employees will accrue vacation as long as they receive compensation from UTA. Compensation from UTA for purposes of vacation accrual does not include Workers' Compensation payments, Short Term Disability payments, lump sum payments, or military pay. The maximum vacation leave accrual for Maintenance and Parts Employees is 360 hours. All accrued unused vacation hours over 360 hours will be dropped from the employees leave balance. Maintenance and Parts employees may use their accrued vacation once they have completed their probationary period and obtained approval

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from their supervisor.

3. Operators. During each anniversary year, Operators working 75% or more of his or her allotted work days shall be entitled to a full vacation. Operators working less than 75% of the allotted work days receive vacation on a prorated basis.

Time for taking vacations, and Floating Holidays as found in Article 22, in Operations shall be posted and bid with the November-December service bid in all divisions on an annual basis, with employees choosing preferred time according to seniority. Vacation weeks for Regular Operators shall be posted for bid by all Regular Operators by seniority, and vacation weeks for Extra-Board Operators shall be posted for bid by Extra-Board Operators by seniority. Extra-Board Operators who voluntarily work less than 20 hours per week and who have grandfathered vacation eligibility shall bid their vacations after all other Extra-Board Operators. The following weeks shall not be available for bid by Extra-Board Operators unless such weeks scheduled for bid by Regular Operators were not selected by a Regular Operator: Weeks containing President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, Christmas Day, and the opening day of the (rifle) deer hunting season and the opening day of the (rifle) elk hunting season. When vacation periods become open an employee may bid for the open time, limited to one bid per vacation year. Vacations will be scheduled so as to avoid disruption of work, and to minimize inconvenience and expense for UTA. UTA shall give an incentive of eight hours pay to operators who bid and take vacations during undesirable weeks. Operators will be informed at the beginning of the vacation bid which weeks will receive the incentive. No Less than two (2) weeks per year will be identified as the undesirable weeks to receive this incentive.

UTA shall allow operators to request and be paid for unused available vacation.

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Operators with two or more weeks of accrued and available vacation, in lieu of time off, may choose to receive pay in full week increments for all but one week. Operators who have bid a vacation week, but who then choose to receive pay for such week in lieu of time off, shall be assigned Extra-Board work during the scheduled week and shall work under Extra-Board working conditions during that scheduled week.

Operators may declare their desire to take up to two weeks of their accrued vacation in single day increments. Operators may use available single day vacation time in partial days of no less than two-hour increments. However, the parties recognize that Operators may be required to take more than the requested hours if UTA is unable to establish a reasonable break in the Operator's schedule. A request for single day vacation must be made to the dispatcher, supervisor, or foreman at least 24 hours before the requested day. UTA may waive the 24 hour notice provision.

At the conclusion of each year's vacation bid, UTA and the Union will meet and confer to determine a reasonable number of operators to be allowed off using Personal Time, Floating Holidays, and Single Day Vacation in each division on any given day, based on the number of vacation weeks set aside by operators to be taken in single days. This meet and confer process will also take into account single days given to new operators and Floating Holidays for eligible employees. This meet and confer is in addition to the time off percentage set forth in Article 18 section B. The meet and confer will be completed by January 1, this deadline may be extended by mutual agreement from ATU and UTA. An Operator who has been approved for an advance-notice personal time day and has declared his or her desire to take one or two weeks of single day vacations and has single day vacation time available shall be allowed to convert that advance-notice personal time day to a single day vacation day. An employee who elects

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to take a one or two weeks of vacation in single days must take the entire week(s) during his or her anniversary year. UTA agrees that all Operators who declare their desire to take one or two weeks of their vacation in single day increments shall receive this benefit during his or her anniversary year.

Operators may bid some or all of their single day vacation by seniority in conjunction with the annual vacation bid. Some number of single day vacation slots each day will be retained for selection on a first-come-first-served basis, and will not be available for selection by seniority with the vacation bid. The single day vacations not bid by seniority shall be selected on a first come first served basis with the selection beginning no sooner than 12 months before such day that is chosen.

Regular Operator pay for each week of vacation due shall be computed on the basis of weekly hours regularly scheduled for the operator at the time of vacation or, for vacation relief operators, during the last full work week before the vacation. For all other employees, vacation shall be paid at 40 hours per week.

ARTICLE 22: HOLIDAYS

New Year's Day, MLK Jr. Day, President’s Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day, are paid holidays. Should one of these holidays fall on a Saturday, it will be observed on the preceding Friday, except in the case of employees who are regularly scheduled to work on Saturday. In such case, such employees shall observe the holiday on Saturday. Should one of these holidays fall on a Sunday, it will be observed on the following Monday, except in the case of employees who are regularly scheduled to work on Sunday. In such case, such employees will observe the holiday on Sunday.

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Employees who do not work on the paid holiday shall be paid eight hours at their regular straight-time rate for such unworked holiday. Employees regularly scheduled to work a four-day ten-hour schedule shall receive holiday pay at the rate of ten hours per day.

Employees who work on the holiday, shall be paid their regular overtime (1.5) hourly rate plus the pay for the holiday. Employees who work two consecutive holidays within any one 30 day period will be paid two (2) times their hourly rate for the second holiday.

For Operators, each change day, holiday slots will be posted in the bid room and in regular bid books. The holidays posted will be for those occurring in the upcoming change day. By mutural agreement, the holiday list can be expanded to include holidays outside of the change day. Operators may, during their bid slot, add their name to any holiday work slot. Employees who sign up on the list will be used in the order that they sign up. If there are not enough employees who sign up to work the holiday slots, the Authority may post overtime lists in each Business Unit. If there are still openings for the holiday signup, the Authority may use reverse seniority to fill the remaining slots.

For Maintenance and Parts, employees will continue to fill the open holiday working slots using the same process they currently use.

To be eligible for any holiday pay, employees must complete their work assignment on their last scheduled day before and the first scheduled day after the holiday. When employees are on approved vacation, Floating Holiday, Personal Time, or other approved leave, the foregoing rule shall not apply, and the holiday pay shall be paid in addition to the other leave pay .

Employees are eligible for one (1) floating holiday starting the January after their fifth anniversary and two (2) floating holidays starting the January after their seventh

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anniversary and three (3) floating holidays starting the January after their 12th anniversary and four (4) floating holidays starting the January after their 20th anniversary. Floating Holidays may be requested not more than 12 months in advance and not later than 24 hours before the requested day. UTA may waive the 24 hour notice provision on a case by case basis. Operators may choose to bid the Floating Holidays during the annual vacation bid. Floating Holidays can only be used in whole day increments. Floating holidays must be scheduled during the calendar year in which they are received. Employees may choose to receive pay in full day increments in lieu of time off for Floating Holidays.

ARTICLE 23: ANNUAL PASS AND EDUCATIONAL ASSISTANCE PROGRAM

A. UTA shall furnish an annual pass for all employees and retired employees, their spouses, children and foster children (age 23 or younger on January 1 and living with them), and also to surviving spouses of deceased employees, or deceased retired employees, until remarried. Passes shall also be issued to an employee's (or an employee's spouse's) unmarried children by birth, legal adoption, or legal (court appointed) guardianship who are incapable of self-support because of mental or physical disabilities. Passes are not transferable, and will be permanently revoked for violation of any of the terms under which they are issued.

B. Employees who complete their probationary period shall be eligible to participate in an educational assistance program which pays a benefit equal to tuition costs, up to a maximum of $1,000.00 benefit in any calendar year, provided that the tuition costs are incurred for an academic program at a college or university and the program is related to the employee's work or to business management in the transit industry. Approved tuition costs exceeding $1,000.00 in any one calendar year shall be reimbursed at the rate of 50%. Employees who voluntarily quit will be required to repay tuition assistance received within the 24 months preceding their

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separation. Employees seeking benefits under this Paragraph shall apply to their supervisor in advance of enrolling in any course for which benefits are sought. Such applications must be approved by the employee's Manager, Executive, and the Senior Human Resource Officer. To receive reimbursement under this Paragraph, employees must submit documentation of application approval, reimbursable cost and passing grades for the course(s).

ARTICLE 24: WAGE RATES

Effective with the date of this Agreement, minimum wage rates and adjustments shall be as set forth in Schedule A attached and made a part of this Agreement.

New employees may be started at pay levels up to $5.00 per hour less than the minimum rate in Schedule A and shall be advanced $.50 per hour for each six months of work completed until they reach the regular wage rate listed in Schedule A. However, Mechanic/Technician/ Apprentice will follow a separate progression, as indicated in Schedule A.

Senior operators shall be paid $.25 per hour more than the Regular Operator. A senior operator is one having three or more years of continuous service. Effective upon ratification of this Agreement, Senior Flextrans operators having three or more years of continuous service shall be paid $.25 per hour in addition to their regular wage.

Senior Parts Clerks shall be paid a premium of $.14 per hour in addition to their regular rate set forth in Schedule A. A Senior Parts Clerk is one having three or more years of continuous service as a parts clerk in the parts department.

UTA shall pay a shift differential of $1.00 per hour to Maintenance and Parts department employees only scheduled to work shifts beginning between the hours of 2:00 p.m. and 10:59 p.m. UTA shall pay a shift differential of $1.50 per hour for Maintenance and Parts

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employees whose regular shift starts after 10:59 p.m. and prior to 4:01 a.m. or who has a regular shift of which 4 hours or more falls between these hours shall receive a shift differential of $1.50 per hour.

Lead people will be paid $1.50 per hour more than their regular classification pay rate for additional leadership responsibilities assigned by UTA.

Maintenance employees assigned to train and instruct one or more students, or to retrain other employees, shall be paid $2.50 per hour for Maintenance Trainer A and $2.00 per hour for Maintenance Trainer B in addition to their regular pay during such training time.

UTA and the Union agree and hereby establish up to ten trainee positions which will pay minimum wage. These positions will be used only for the entry and training of disabled individuals into the entry level positions within UTA's Maintenance and Parts departments. The employment of such employees will not result in the layoff of any other employees. Persons hired into these positions will be probationary trainees and paid at a reduced rate until such time as their productivity and daily output rises to the same level as the non-disabled persons performing in the same classification. UTA shall evaluate the productivity and daily output of each such employee at least once every 120 working shifts and make a determination as to the level of performance of such employee compared with the minimum requirements of that classification and thereupon make appropriate adjustments in the wage rate paid to such employee. When the employee reaches the full wage rate for the classification, then all benefits will be granted, with seniority retroactive to the employee's date of hire. In the event the Union disagrees with a determination made by UTA under this section, the Union may file a grievance under Article 13 of this Agreement.

ARTICLE 25: INSURANCE

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The Joint Insurance Committee shall consist of three members selected by UTA and three members selected by the Union, with a seventh member selected by mutual agreement. In the event of a failure to agree, the selection procedures set forth in Article 14, above, shall be utilized.

The Joint Insurance Committee shall determine the plan structures, benefits, and carriers for medical insurance, dental insurance, vision insurance, employee and dependent life insurance, accidental death and dismemberment insurance, and short term disability insurance. Employee life insurance shall be $20,000.00.

Extra-Board and Flextrans Operators who have completed 120 calendar days of service may voluntarily elect to participate in the insurance plan by enrolling with the Human Resources Office and making the required monthly employee contributions.

UTA shall contribute $1,386.20 per enrolled employee per month for the period of May 1, 2023 to April 30, 2024. UTA shall contribute $1,455.51 per enrolled employee per month for the period of May 1, 2024, through April 30, 2025. UTA shall contribute $1,528.29 per enrolled employee per month for the period of May 1, 2025 through the expiration of this agreement.

The amounts contributed by UTA and the employees shall be placed in an account, and administered by the Joint Insurance Committee. The Joint Insurance Committee shall have power to invest the funds in treasury bills, bonds, stocks, mutual funds, and other securities according to lawful standards of prudence and fidelity. All costs of administration of the insurance plans shall be paid out of the funds in the account; provided, that the costs of the three UTA members and the three Union members shall be paid by UTA and the Union respectively. The services provided by UTA's Benefits Specialist shall continue to be provided

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at the sole cost of UTA.

By May 1st, 2023 UTA will contribute $150,000 to the joint insurance account. If insurance renewals increase 7% or more in the 2024 to 2025 benefit year, UTA will contribute an additional $150,000 to the joint insurance account on May 1st of that plan's year. If insurance renuewals come back in years 2024 to 2025 at 8% or higher, UTA will deposit $200,000 into the joint insurance account on May 1st of that plan's year. If during the term of this Agreement, the Joint Insurance Account balance drops below $300,000.00, then UTA will contribute to the account the greater of the applicable amount under this Agreement or the amount it is then contributing, on a composite basis, for insurance coverage for each administrative employee. If the account is still under $300,000.00, or if the amount contributed for administrative employees is less than the amounts set forth above for bargaining unit employees, then UTA will contribute 75% and employees will contribute 25% of the amount needed to maintain the account at $300,000.00. For the purposes of this Article, funds on deposit with a self-insurance administrator shall be deemed to be included in the balance of the account.

In selecting self-insurance benefits, plans, and carriers, the Joint Insurance Committee shall use only A+ rated reinsurance carriers. Self-insured premium rates shall be determined by taking into consideration all claims incurred on an annual basis commencing each year on May 1. In addition, plans should be structured to encourage benefit utilization at or below community norms. During the terms of this Agreement there shall be no enrichment of benefits. If the Joint Insurance Committee decides to change carriers, comparable or reduced benefits will be offered.

ARTICLE 26: PAY DAYS

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Pay days shall be every other Friday, with checks available by no later than 1:00PM. When the pay day is a holiday, paychecks shall be available by 12:00 noon on the preceding day. Workweeks for payroll purposes are broken down into three separate groups (groups A, B and C). Group A will consist of employees with work shifts that begin from 03:00 to 11:59 hours, group B will consist of employees with work shifts that begin from 12:00 to 19:59 hours and group C consist of employees with work shifts that begin 20:00 to 02:59 hours. Workweek A runs from 02:31 Sunday, for one week ending at 02:30 on the following Sunday. Workweek B runs from 11:31 Sunday, for one week ending at 11:30 on the following Sunday. Workweek C runs from 17:01 Sunday, for one week ending at 17:00 on the following Sunday. When the checks are available, employees may pick up their checks on Thursday prior to pay day. Substantiated pay shortages shall be a priority item with the payroll office and shall be paid as soon as possible.

For employees who are receiving workers compensation benefits, payments will be available for pick-up in the Claims Unit by 2:00 p.m. each regular pay day.

ARTICLE 27: UNION DUES DEDUCTION

UTA shall deduct bi-weekly membership dues and assessments from the pay of any employee who authorizes such deduction by a written notice signed by the employee. The employee may revoke such authorization at any time by giving notice in writing. Up to two uniform deduction amounts shall be deducted from the first pay check each month, and shall be forwarded to the Financial Secretary of the Union within ten days following pay day. Other variable deductions shall be deducted from the second and/or third pay check(s); provided, requests for such deductions shall be submitted to the Human Resources Office at least eight days prior to the pay day from which deductions are requested. Employees may authorize

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Credit Union deductions in the same manner.

ARTICLE 28: ACCIDENT PREVENTION

All employees shall fully cooperate in efforts to prevent accidents, and the Union shall encourage such cooperation including attendance at safety meetings and banquets.

Operators shall reserve the right to refuse to operate a vehicle that is unsafe. Operators who refuse to operate an allegedly unsafe vehicle shall list reasons for refusal on a Vehicle Inspection Report and submit the same to a dispatcher or supervisor.

Employees who are approved to receive workers' compensation benefits will be reimbursed for any paid time off used during the three (3) day waiting period. Any employee who is on unpaid time during the three (3) day waiting period and gets approved to receive workers' compensation benefits, will be reimbursed for the three (3) days associated with the waiting period.

ARTICLE 29: ACCIDENT REPORTS AND RECORDS

All accidents and incidents however slight, involving a motor coach or other UTA property and including any unusual matters such as passenger disturbance or ejection, or accident or injury in the Maintenance or Parts department, including those resulting in harm to any employee or other person, shall be fully and promptly reported to UTA by the employee or employees involved, in accordance with the rules of UTA. Such reports are to be submitted during the day in which the accident/incident occurs. If the report is to be submitted in writing, UTA shall provide forms. When reports (except those made by employees who were injured) are completed during the non-paid time, the employee shall be entitled to 30 minutes straight-time pay for properly making such reports.

UTA shall grade all non-avoidable and non-chargeable accidents. All others will be

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submitted to a grading committee consisting of two members appointed by the Union and two by UTA, none of whom shall be officers of the Union or persons involved in the investigation, grading or discipline in connection with the accident. Initially, one representative for each party shall be appointed for a one year term and the other for a two year term. Thereafter, each representative shall serve for two years after appointment and may be re-appointed for any number of successive terms. Upon nomination for appointment or re-appointment, the other party may exercise up to two challenges for each appointment. Any name which has been challenged shall be withdrawn and not re-submitted for another opening for a minimum of three years. Mid-term vacancies shall be filled by the appointing party for the remainder of the term, such appointments also being subject to the two challenges. A fifth outside member chosen by these four shall also be designated to resolve cases not resolved by the four by majority vote. All grading of any accidents shall be by secret ballot, without revealing ballot results. The decision of the committee is final and binding. If UTA or the Union discovers new evidence that was not available at the time of the grading, then either party may request to have the accident re-reviewed. The grading committee will determine if there is in fact new evidence that was not available at the time of the first review. If there is such new, previously unavailable evidence, then the accident shall be submitted to the grading committee for re-review on the basis of the new evidence.

ARTICLE 30: BULLETIN BOARDS

UTA will erect in all operators' rooms, Maintenance and Parts areas of all divisions glass encased bulletin boards with locks and keys, which shall be given to the authorized Union officer. These boards may be used by the Union for posting all notices and literature approved by the Union and not derogatory or injurious in any way to the interests of UTA. The number

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and location of such bulletin boards shall be decided by UTA and the Union. Union bulletin boards shall be confined to Union business.

ARTICLE 31: PENSION

Eligible employees' pension benefits shall be based upon their respective years of service and their corresponding average annual wages for their highest five consecutive years. The multiplier for each year of service shall be 2%. The maximum benefit available at normal retirement date is 75% of the average annual wages for the employee's highest five consecutive years. Normal retirement date shall mean the date the participant reaches age 65 and completes five years of service in the pension plan or at any age and completed 37.5 years of service in the pension plan. Employees being paid by the Union for Union business shall have that pay count towards their highest five consecutive years calculation. Retirement prior to the normal retirement date will be considered an early retirement and will result in a lower benefit of 5% per year based on the participant's age at the time of retirement, except when a participant completes 37.5 years of service in the pension plan. Employees shall not be allowed to elect an early retirement benefit prior to age 55. UTA and the Union shall each have the same number of representatives on the pension Board of Trustees (not counting members of the UTA Board of Trustees).

UTA shall provide a deferred compensation plan as provided for in Section 457 of the Internal Revenue Code on terms equal to those set forth in the UTA Administrative Employee's Section 457 plan in effect at time of plan commencement.

ARTICLE 32: NOTIFICATION

For the purpose of interpreting notification requirements outlined in this Agreement, notification will be considered to have been made on the fifth calendar day following mailing

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of the notification, or on the date a fax or electronic mail is received and verified sent by confirmation, or upon personal delivery of the notification, whichever is earlier. For such mailings, postage stamps and/or certified mail (rather than postage meters) shall be used. A fax or electronic mail sent after 5:00 p.m. shall be deemed received as of the next regular business day.

SECTION II: OPERATORS

ARTICLE 33: APPEARANCE AND UNIFORMS

While on duty, operators shall present a clean and neat appearance, wearing the proper uniform as determined by UTA. Within one month of ratification of the current contract, shorts and lighter clothing will be made available for Operators to purchase as part of their uniforms. A committee consisting of two representatives each, appointed by UTA and the Union shall serve in an advisory capacity with respect to uniforms. After each employee reaches the anniversary of his or her employment, and each year thereafter on such anniversary date, UTA will award to the employee dollars $ 350.00 uniform vendor credit. Operators shall have the ability to carry over any unused portion of the uniform allowance to the following year; with a maximum accrual of two times the annual allowance. Belts and shoes shall be included in uniform articles. UTA will replace any uniform article which is ruined on the job due to circumstances beyond the control of the operator. UTA will pay for any required embroidery on the front of the uniform.

ARTICLE 34: OPERATOR RUNS, WORK DAYS, DAYS OFF

A regularly assigned run is a day's work selected by an operator according to seniority and assigned to the operator for a period of time or until the next selection of regular runs.

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Except Extra-Board (including Part-Time Extra-Board Operators), worker service, Flextrans and community based operators, all operators will be considered Regular Operators and will work under Regular Operator conditions. Vanpool operators who are not employees of UTA are not covered by this Agreement. Any Regular Operator permanently displaced from an assigned run because of no fault of the operator shall choose another assignment held by an operator with less seniority and shall be given the chosen assignment after giving 24 hours written notice to the dispatcher.

There shall be two intra-divisional bids during each calendar year and one other system-wide bid. The Change Days resulting from these bids will occur in the months of November or December, and in the months of March or April, and in the months of July or August of each year. For the purpose of interpreting this Article, divisions will mean Ogden, Salt Lake and Timpanogos. As determined by UTA, one of the bids will be system-wide and either or both of the intra-divisional bids referenced above, may instead be bid as a system-wide bid.

To the extent that limits on the size of the Extra-Board permit, any Regular Operator who is faced with changing divisions due to other operators exercising their seniority may instead choose to remain in his or her division by bumping into and working under the Extra-Board conditions as outlined in Article 42. To accommodate this bumping, UTA may expand the Extra-Board limits in each division by four operators.

The effective Change Days may be changed by mutual consent of UTA and the Union. Regular runs shall include not less than 40 hours of pay per week and not less than eight hours pay per day. Operators are not guaranteed 40 hours pay if they do not work their assignment for any reason or if they bid new work and have a transition week with less than 40 hours work. Any Regular Operator who bids a new regular run and as a result of that bid would have a

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transition week with less than hours paid time will upon request be given additional straight time work by the dispatcher to total 40 hours of pay.

Regular Operators shall be entitled to at least two days off each week, consecutive where practical. The operator shall have at least eight hours off duty before being required to accept the next day's work.

In the course of their work day, Operators may use any layover time in excess of recovery time to attend to personal needs. Upon arrival at the end of line (EOL), Operators must allow passengers to board the vehicles and be responsive to all service needs. An Operator may leave the area of the vehicle to attend to personal needs.

ARTICLE 35: OPERATOR RUN SELECTION

Regular schedules and shifts subject to choice shall be posted for ten days, and may be temporarily assigned during such posting. The “Snow Routing Detour” maps for all Change Days will be included in the regular schedules and shifts that will be subject to choice for that Change Day. All Detours sheets and Snow Routing Detour maps will always be included in the Operators’ block bags. The Authority reserves the right to change “snow routing” <u>if the routing is no longer safe due to road conditions.</u> The Union shall be provided with a copy of the schedules and shifts. Each operator’s time for bidding shall be scheduled at the time of run posting.

A member of the Union Committee shall assist UTA in conducting all sign-ups and shall be paid for all time spent in performing this service at the straight-time hourly rate of pay.

All vacancies and/or new runs will be bid on a seniority basis, with controlled division days off as posted by UTA. Management shall meet and confer with the Union prior to each Change Day regarding Saturday and Sunday days off for Regular Operators.

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Operators who change divisions and bid a regular run, shall qualify before the Change Day at their own expense and time.

Vacant or new regular runs shall be filled between Change Days on a seniority basis within each division and will be posted for 72 hours within each division. A Regular Operator who bids down to successfully fill an open run created between Change Days, will not be eligible to bid on other openings until the next scheduled Change Day. A successful bidder will not be allowed to sign back on to his or her original run until the next General Choice Day. It will be UTA's responsibility to notify operators of their successful bid. Vacant or new Regular Operator positions will be posted in all business units and awarded to the most senior Extra-Board Operator who bids.

On General Choice Days, operators shall have not more than ten minutes to choose their run, starting when it becomes the operator's turn to choose.

After the ten minutes, the next operator in seniority will choose around. Bids for runs will be conducted in a location set by UTA. The percentage of operators to bid to be mutually agreed upon by the Union and UTA.

A bulletin may be posted designating the time, the place and the operators who must be present for bidding. UTA will arrange to relieve drivers who are working at the time they are required to place their bid.

There shall be no bumping of shifts during the two weeks prior to the beginning of the effective Change Day bid and until one week after Change Day.

UTA will allow Regular Operators to bid back to the Extra-Board during any regular Change Day. During the time on the Extra-Board, the Operator will work under all Extra-Board conditions outlined in Article 42. The Operator may bid back onto a regular route during

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a Change Day, and may not bump any regular operator back to the Extra-Board.

Operators on vacation, leave, or Personal Time when bid days occur shall leave a list of preference choices with their Union Representative, ten or more, depending on their seniority, from which assignment will be made. Operators who fail to furnish a valid choice will be assigned a run to conform as near as possible to the hours of work and days off that the operator is presently running.

When operators are choosing vacation relief or day-off relief runs, they will be allowed not more than 25 minutes at the choose board. If an operator bids a new run between Change Days, then the vacation relief operator who bid to relieve such operator shall work that new run.

Selection of runs during an emergency sign-up shall commence not later than seven days prior to the date the run selection becomes effective and all bidding shall be completed within five days. Selection of runs shall be on a seniority basis, and may be temporarily assigned during such posting.

When it is an employee's turn to bid at the sign-up, the employee shall be required to select an assignment from the selections open to them.

If too much time is shown by typographical error or error in arithmetic, or run breakup sheets, that run shall immediately be corrected and only the correct time paid from the date of correction.

UTA may make other changes in a run of up to a net difference of 15 minutes without being required to have the run re-posted and re-bid and without the operator being considered displaced. UTA shall pay the greater of the original time of the run or the adjusted run time.

Only Flextrans, community based operators, worker service operators (whose duties

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are described in the Agreement), Regular Operators, and Extra-Board Operators (including Part-Time Extra-Board Operators) shall operate a bus in service except to get a bus to a place of safety or the next point of reasonable accommodation for the passengers on board, or in the case of incapacitation of the driver, where waiting for another driver would endanger the passengers or equipment, or cause the passengers an unreasonable delay. Nothing in this Agreement shall preclude UTA from operating or assisting in the formation of carpools and vanpools under Utah law or from leasing vans to individuals or other employers interested in forming vanpools, carpools or other ridesharing methods of transportation. Such ridesharing shall not decrease the number of regular service operators or runs, nor be used to pick up regular service passengers at UTA bus stops.

ARTICLE 36: SPLIT RUNS

If regularly assigned runs are split three ways, the shortest time interval between splits shall be paid for at straight-time rates for all operators. No runs will have more than a 3-way split, and the ATU Reps and Planners will work to limit the number of 3-way splits during the Run Cut/Blocking processes. If an Extra-Board or Flextrans Operator is assigned work during one work day that consists of three or more individual pieces of work, only the longest time interval between splits will be unpaid. All additional, shorter time intervals between splits will be paid at one-half times the operator's regular hourly rate of pay.

ARTICLE 37: PREPARATORY AND DISTANCE ALLOWANCE

Operators performing platform work will be paid time for any pre-trip inspections and/or post-trip inspections. This time will be built into the Operators run.

If at any time during the course of an operator's work day, any work assignment ends at a point greater than three-tenths of one mile from where it begins, that operator will be paid

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an allowance of $6.00 per day. Effective August 2020 Change Day, distance allowance will be $7.00per day. Effective August 2021 Change Day, distance allowance will be $8.00 per day. This allowance is meant to include reimbursement for added travel expense incurred. This provision excludes distances traveled on the property of UTA. UTA will provide shuttle service to minimize operator travel time.

ARTICLE 38: OVERTIME FOR REGULAR OPERATORS

Regular Operators shall be paid at one and one-half times their regular straight-time rate for all work performed before or after their regular run, provided the entire scheduled run is worked. Paid time not worked, such as holidays, vacation, sick leave, and Personal Time shall not be considered time worked for overtime calculations. On a week where a holiday occurs and an Operator dosen't work the holiday, and the Operarator works their regular bid work for the remainder of the week and does not take any other time off, such operator will receive overtime pay for any hours worked over 8 (for a five-day work schedule) and any hours worked over 10 (for a four-day work schedule) at one and one-half times their regular straight time rate.

Regular Operators shall be paid at one and one-half times their regular straight-time hourly rate for all work performed on their regular scheduled day off. For the purpose of interpreting this Article, operators who have worked part of a shift, and have been properly excused from the remainder, or operators who are off on official business for UTA or for the Union, shall be considered to have worked their assignment for that day.

Regular Operators shall be paid at one and one-half times their regular straight-time rate for all work performed in excess of a 12.5 hour spread.

UTA may post overtime trippers for Regular Operators to bid in addition to their

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regular runs; otherwise, overtime for Regular Operators will be assigned on a first-come-first-serve basis, or an operator can notify the dispatcher of availability for that day.

Any operator failing to be relieved shall not be required, without the operator's consent, to work more than one and one-half hours before being relieved. If UTA requires more than one and one-half hours of work, and the operator agrees to more than one and one-half hours of extra work a minimum of two hours work or pay for two hours shall be provided.

ARTICLE 39: MINIMUM PAY FOR EXTRA WORK

Any Regular Operator having worked a regular run and performing extra work before or after a regular run or being called for extra work during the interim of two periods of a regular run shall be paid one and one-half times their regular straight-time rate for such extra work with a minimum of two hours time.

Any Regular Operator called for extra work not otherwise herein outlined, shall be paid time and one-half, with a minimum of two work hours. Any Extra-Board or Flextrans Extra-Board Operator who is called to work and who is released without receiving an assignment shall be paid two hours pay.

Operators, after having worked a regular run and being called for special work, will be allowed 30 minutes for meals before such work, if possible; if not, they will be allowed 30 minutes time after four hours of such work. Special work is defined as any work not a regular run or regular tripper.

If, through no fault of the operator, a Regular Operator is temporarily displaced from his or her assigned run, the operator shall be paid eight hours or the amount of that regular run, provided that the Regular Operator relieve that assignment as soon as possible and that any operator temporarily assigned to that work report his or her availability immediately to the

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dispatcher. If the operator is not able to reassume his or her regular assignment, then such operator shall immediately report his or her availability to the dispatcher and accept such assignment for that day as is made by the dispatcher. Acts of God, war, earthquake and civil commotion shall relieve UTA from liability under this section.

ARTICLE 40: STUDENT INSTRUCTION PAY

Operators assigned to train and instruct one or more student operators or to retrain other operators, shall be paid $2.50 per hour for Operator Instructors and $2.00 per hour for Line Platform Instructors in addition to regular pay during such training time.

ARTICLE 41: FELONIOUS ASSAULT INSURANCE

UTA shall provide Felonious Assault Insurance at a cost not to exceed $3.60 per year per bargaining unit employee The insurance coverage under this Article shall be $100,000.00.

ARTICLE 42: EXTRA-BOARD AND FLEXTRANS

A. Extra-Board.

UTA may create Extra-Board positions to be assigned at UTA's discretion. The number of such positions (not including Part-Time Extra-Board Operators) shall not exceed 30% of the number of Regular Operators. UTA shall have until the next Change Day to make any reductions in the number of Extra-Board Operators.

Extra-Board Operators shall be entitled to select, by seniority, work assignment windows for periods of time as established by UTA. Specific work assignments within the window will be made at UTA’s discretion. The windows and days off will be posted no less than four days prior to the start of the Extra Board work assignment windows selection. If for unforeseen reasons UTA cannot meet the four day minimum, UTA and ATU will meet to adjust the timeline. A member of the Union Committee shall assist UTA in conducting all work

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assignment windows selections and shall be paid for all time spent in performing this service at the straight time hourly rate of pay. Extra-Board Operators will receive a minimum of 80 hours pay per pay period and receive two days off per week. All Extra-Board Operators' work assignments shall be at least two hours of paid time. Extra-Board Operators shall be paid at one and one-half times their regular straight-time rate for all work performed outside of their work assignment window or on their scheduled day off.

Extra-Board Operators shall work all assignments offered on their regularly scheduled workdays. Any Extra-Board Operator who fails to complete, or otherwise misses an assignment due to his or her own fault, waives the minimum hours pay for that pay period.

All Extra-Board operators must check the assignment posting daily. Operators who have not received an assignment by 5:00 p.m. for the following day's work must contact the dispatcher by 6:00 p.m. Failure to do so will waive the minimum hours pay requirement for that pay period. This does not limit UTA's right to change assignments at its discretion.

When UTA fills a vacancy or creates a new Regular Operator position, preference shall first be given to present Extra-Board Operators who bid for the opening. The bid will be awarded to the bidder with the earliest date of hire. In the event of layoffs, Regular Operators shall, by seniority, have the option of bumping into the Extra-Board category. Any Regular Operator so doing shall retain his or her seniority and shall work under the Extra-Board working conditions set forth in this Article. Regular Operators moving into the Extra-Board may increase the allowable number of positions above the specified 30%.

Except in emergency situations, overtime shall be assigned by division on a first-come-first-serve basis with priority being given to Extra-Board Operators who are present at the division. UTA may give priority for overtime to Extra-Board Operators who have not yet met

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their minimum guarantee. In emergency situations mandatory overtime shall be assigned within each Business Unit by reverse order of operations seniority.

If through no fault of the operator, an Extra-Board Operator is displaced from his or her assigned work, that operator shall be guaranteed no less than the assigned number of hours for that day, provided that such operator reports his or her availability to the dispatcher and shall accept such assignment as is made by the dispatcher.

For the purpose of interpreting this Article, "assigned at UTA's discretion" means that UTA, without restriction, may assign an employee to any work at any location, at any time, on a regular or irregular basis for any duration; or may assign no work.

B. Worker Service Operators and Community Based Operators.

This Article shall not be construed to limit or restrict UTA's right to hire 50 worker service operators (including exemption from bidding procedures). Worker service operators shall be in addition to the Extra-Board limitation set forth above. Worker service operators shall not be entitled to any benefits other than wages for hours actually worked and shall work only worker service as defined herein. "Worker service" shall mean a piece of work where UTA's equipment is operated by a person who is also an employee of another firm at a specific employment center who only picks up and transports passengers to their work place, at that center, parks the equipment there, and then at the end of the work shift, returns and only drops off the passengers. This definition is meant to describe the worker service practice which currently exists.

UTA may hire up to 50 community based operators. Community based operators shall mean those operators used for service currently or previously performed by non-UTA carriers to provide Hotel/Airport shuttle service. Community based operators shall not be entitled to

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any benefits other than uniform vendor credit, bus passes and wages for hours actually worked.

C. Flextrans.

1. Flextrans Operation.

If UTA chooses to operate, with its employees, a transportation service for persons with disabilities, it may create Flextrans Operator positions. These operators will be paid at the rate established in Article 24 of this Agreement and will be part of the bargaining unit. This service is designed to provide service only for persons with disabilities, their attendants and companions. These operators shall not be assigned to any regular, fixed route or non-disabled service. Any fixed route Regular or Extra-Board Operator temporarily assigned to work this service shall receive pay at their regular rate and applicable benefits.

2. Flextrans Regular Operators.

Sixty percent of all Flextrans Operators will be able to select shifts on the basis of their seniority, and will be titled Flextrans Regular Operators. Flextrans Regular Operators in that 60% will be assigned runs that include not less than 40 hours of pay per week. However, such operators are not guaranteed 40 hours pay if they do not work their assignment for any reason or if they bid new work and have a transition week with less than 40 hours work. Any Flextrans Regular Operator who bids a new regular run and as a result of that bid would have a transition week with less than 40 hours paid time will upon request be given additional straight time work by the dispatcher to total 40 hours of pay.

Flextrans Regular Operators shall be entitled to at least two days off each week. The Flextrans Regular Operator shall have at least eight hours off duty before being required to accept the next day's work.

Flextrans Regular Operators shall be entitled to select runs at least three times per

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calendar year. The Change Days resulting from these bids will be determined by UTA but must be no less than three months apart from another Change Day. UTA will provide to Flextrans Regular Operators reasonable notice of the next Change Day.

Prior to scheduled Change Days, Flextrans runs shall be posted for ten days, and may be temporarily assigned during such posting. The Union shall be provided with a copy of the schedules and shifts. Each Flextrans Regular Operator's time for bidding shall be scheduled at the time of Flextrans run posting. A member of the Union Committee shall assist UTA in conducting all sign-ups and shall be paid for all time spent in performing this service at the straight-time hourly rate of pay. All runs will be bid on a seniority basis. Days off shall be included as part of each run, as determined by UTA.

Vacant or new runs shall be filled between Change Days on a seniority basis by Flextrans Regular Operators who bid for the open Flextrans runs. Open runs shall be posted for 72 hours. A Flextrans Regular Operator who bids down to successfully fill an open run created between Change Days will not be eligible to bid on other openings until the next scheduled General Choice Day. A successful bidder will not be allowed to sign back on to his or her original run until the next Change Day. It will be UTA's responsibility to notify operators of their successful bid. Vacant or new Flextrans Regular Operator positions will be posted and awarded to the most senior Flextrans Extra-Board or Flextrans Interim-Board Operator who bids.

On General Choice Days, Flextrans Regular Operators shall have not more than ten minutes to choose their run, starting when it becomes the operator's turn to choose. After the ten minutes, the next operator in seniority will choose around. Bids for runs will be conducted in a location set by UTA.

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There shall be no bumping of shifts during the two weeks prior to the effective Change Day bid and until one week after Change Day.

Flextrans Regular Operators on vacation, leave or Personal Time when bid days occur shall leave a list of preference choices with their Union Representative, ten or more, depending on their seniority, from which assignment will be made. Flextrans Regular Operators who fail to furnish a valid choice will be assigned a run to conform as near as possible to the hours of work and days off that the Flextrans Regular Operator is presently running.

When Flextrans Regular Operators are choosing vacation relief or day-off relief runs, they will be allowed not more than 25 minutes at the choose board. If a Flextrans Regular Operator bids a new run between Change Days, then the vacation relief Flextrans Regular Operator who bids to relieve such operator shall work that new run.

Selection of runs during an emergency sign-up shall commence not later than seven days prior to the date the run selection becomes effective and all bidding shall be completed within five days. Selection of runs shall be on a seniority basis, and may be temporarily assigned during such posting.

When it is an employee's turn to bid at the sign-up, the employee shall be required to select an assignment from the selections open to the employee.

If too much time is shown by typographical error or error in arithmetic, or run breakup sheets, that run shall immediately be corrected and only the correct time paid from the date of correction. UTA may make other changes in Flextrans Regular Operator’s daily work of up to a net difference of 20 minutes without being required to have the run re-posted and re-bid. UTA shall pay the greater of the original time of the run or the adjusted run time.

Flextrans Regular Operators shall be paid at one and one-half times their regular

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straight-time rate for all work performed before or after their run, provided the entire scheduled run is worked. Paid time not worked, such as holidays, vacation, sick leave, and Personal Time, shall not be considered time worked for overtime calculations.

Any Flextrans Regular Operator having worked a run and performing extra work before or after a run or being called for extra work during the interim of two periods of a run shall be paid one and one-half times the operator's regular straight-time rate for such extra work with a minimum of two hours pay.

3. Flextrans Interim-Board Operators.

UTA will create Flextrans Interim-Board positions equal to at least 10% of the total number of Flextrans Operators. The preceding Section C.2 will apply to Interim-Board Operators, except that Interim-Board Operators' work is subject to change. UTA may adjust the time and days of Interim-Board Operators' schedules as necessary, but the Interim-Board Operators will maintain 40 hours pay per week and a five-day workweek.

4. Flextrans Extra-Board.

UTA may create Flextrans Extra-Board Operator positions equal to no more than 30% of the total number of Flextrans Operators (not including Part-Time Extra-Board Operators). Those operators will work under the Extra-Board working conditions set forth in Section A of this Article.

5. Vacation.

Vacation weeks for Flextrans Operators shall be posted for bid by all Flextrans Operators by seniority. Flextrans Regular Operator pay for each week of vacation due shall be computed on the basis of weekly hours regularly scheduled for the operator at the time of vacation. For Flextrans Interim-Board Operators, Flextrans Extra-Board Operators, and

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Flextrans vacation relief operators, vacation shall be paid at 40 hours per week.

D. Part-Time Extra-Board Operators.

UTA may create Part-Time Extra-Board Operators in Fixed Route and Flextrans ("Part-Time Operators"), so long as the number of Part-Time Operators does not exceed 15% of the total number of Regular Operators. Part-Time Operators shall work all assignments offered. Part-Time Operators may not work more than 25 hours per week. Part-Time Operators will be assigned at UTA's discretion.

All Part-Time Operators must check the assignment posting daily. Operators who have not received an assignment by 5:00 p.m. for the following day's work must contact the dispatcher by 6:00 p.m. This does not limit UTA's right to change assignments at its discretion.

Part-Time Operators may qualify for an annual transit pass pursuant to Article 23, deferred compensation plan benefits as provided for in Section 457 of the Internal Revenue Code pursuant to Article 31, a partial uniform vendor credit pursuant to Article 33. Part-Time Operators who work eight or more hours per week will receive educational assistance benefits pursuant to Article 23.

Part-Time Operators will not be eligible for vacation or holiday pay, Personal Time or any other type of leave. Part-Time Operators are also ineligible to accrue pension benefits. Part-Time Operators will not accrue operations department seniority but will accrue operations seniority only within the classification of Part-Time.

For the purpose of interpreting this Article, "assigned at UTA's discretion" means that UTA, without restriction, may assign an employee to any work at any location, at any time, on a regular or irregular basis for any duration; or may assign no work. For the duration of this

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Agreement, UTA will not hire any Part-Time Operators in the Rail Services Division (including FrontRunner and TRAX).

E. Movement from Full-Time to Part-Time Operator Status.

Any employee who elects to retire from UTA with Full-Time status and then return to UTA with Part-Time status must first retire, thus terminating their employment with UTA. Employees who do not retire from UTA, but elect to move from Full-Time status to Part-Time status will have any accrued Personal Time, serious illness time, vacation, retirement benefits, and seniority frozen during the duration of their Part-Time status. In the event UTA is accepting external applications for Part-Time Extra-Board Operators, current Full-Time Operators may apply for the position. Full-Time Operators who apply for a Part-Time Extra-Board position will be hired before any outside applicants. All terms and conditions of Section D of this Article are applicable.

Any employee who elects to return to Full-Time status from Part-Time status must first apply for a Full-Time Operator position. Operators will be placed on the Extra-Board until the next Change Day, where he or she may exercise their seniority. Any Operator returning to Full-Time status will begin accruing Full-Time Operations seniority and have any previously accrued frozen Personal Time, serious illness time, vacation, retirement benefits, and seniority restored on their go-to-work date.

ARTICLE 43: OPERATOR MISS-OUTS

A miss-out is defined to be:

(a) Each failure of any operator to report for duty at the proper place at the time the operator's assigned duties are scheduled to start and,

(b) Each failure of any operator to report either personally or by telephone

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at the time designated by the dispatcher after having missed-out.

UTA will allow five (5) minutes leeway for all miss-outs at the counter.

When an operator misses out, the supervisor or dispatcher may or may not schedule the operator to work. Operators who are not assigned forfeit the pay for their missed run or assignment.

This article shall not be construed so as to limit or restrict in any manner the right of UTA to discharge an operator for excessive miss-outs.

An operator who does not report in person or by telephone within three hours of any miss-out shall be considered A.W.O.L., and subject to any of the penalties specified in this article.

Any operator missing a run or work assignment while en route to work by the coach being five or more minutes late on its schedule, shall be permitted to take the run on its return trip and shall be paid for the full time specified in the run or work assignment, provided the dispatcher is immediately notified of the operator being late and is furnished a detailed report of the incident and the cause of the delay.

The penalties for miss-outs shall be as follows:

OPERATORS:

For each miss-out, the operator involved shall lose the run and pay for the day the miss-out occurred.

Any operator reporting sick must advise the dispatcher of such sickness one hour prior to the time the assigned duties are scheduled to start and not later than 5:00 a.m., if the sickness occurs during the night. Failure to do so shall be considered a miss-out.

ARTICLE 44: TOILET FACILITIES

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UTA will work with the designated Union Representatives to ensure there is at least (1) approved UTA restroom within a block of the Operators' EOL/Recovery time on at least one end of the Operators' route(s) with adequate time computed into their EOL/Recovery time to use this restroom without affecting their scheduled EOL/Recovery time. UTA agrees to provide restroom facilities at all UTA-owned properties. UTA will ensure company restrooms are properly equipped and sanitary.

UTA will endeavor to design routes with a UTA approved restroom located at EOL locations, and include adequate recover time during the EOL. If designated routes have 60 continuous minutes of driving time before reaching a scheduled EOL/Recovery locations, UTA will endeavor to include reasonable time for restroom stops in the route.

The designated Union Representatives and UTA will ensure this criteria is met during the Run Cut/Blocking processes. If during a Change Day a route is reported as to having problems meeting this criteria, the designated Union Representatives and UTA will ride that route and begin working to resolve the reported problem during the Change Day if possible. If they are unable to correct the issue during that Change Day, there will be changes made to ensure the problem is correct by the next upcoming Change Day.

ARTICLE 45: TRANSFERS INTO TRAX AND FRONTRUNNER

The following language applies to TRAX and FrontRunner Operators in their respective Rail classification.

When permanent openings or regular runs become available, they will be posted for current Operators to bid on for 72 hours. After all Operators have had an opportunity to select from open runs, the most senior operator on the Operator roster (as defined below) will have the opportunity to accept unfilled Operator positions, subject to completion of training. Any

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remaining positions will be Extra-Board positions unless all the current Operators on the Extra-Board pass on a regular run. If an Operator position is open during a Change Day, the most senior Operator on the Operator roster may exercise his or her seniority to bid a run, together with the current Operators.

Employees may bid for positions on the Operator roster when openings are offered so that UTA may maintain an adequate number of trained operators on the Operator roster. Operator Trainee applicants will be selected with preference given to those with Operations seniority. Operator Trainee Applicants must pass a pre-qualification examination as determined by UTA in order to be eligible to enter training. If there are no eligible bidders with operations seniority, preference will be given to the applicant with the highest Maintenance or Parts seniority who pass the pre-qualification examination. Operator Trainees will receive training to be provided by UTA. During such training, each Operator Trainee will continue to be compensated at a rate equivalent to his or her respective pay immediately prior to accepting the position.

Operator Trainees who successfully complete training will be placed on the Operator roster. Only those on the Operator roster will be allowed to fill vacant Operator positions. The Operator positions will be filled by the operators on the Operator roster according to operations seniority. New Operators will be required to complete a 90 calendar day probationary period. An Operator Trainee on the Operator roster who declines a position as an Operator will be removed from the roster, and may return only by bidding back to the roster during another bidding opportunity.

Any Operator Trainee who fails or withdraws from training, or who completes training and does not accept a run, two times within that classification shall be prohibited from bidding

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on any subsequent Operator positions for a period no longer than ten (10) years from the date of the last fail, withdraw from training, or the last refusal of a run. Operator Trainees on the Operator roster will continue to work in their prior positions until accepting a position as an Operator. Operator Trainees on the Operator roster may be temporarily assigned, according to a rotating schedule, to work as Operators, to staff special needs, and to maintain their skills and knowledge. Operator Trainees who decline positions as Operators will continue to work in their prior positions after removal from the Operator roster.

ARTICLE 46: TRAX AND FRONTRUNNER CHANGE DAYS

There shall be three TRAX and FrontRunner Change Days each calendar year. The Change Days resulting from these bids will occur in the months of November or December, and in the months of March or April, and in the months of July or August of each year. There shall be no bumping of shifts during the two weeks prior to the beginning of the effective Change Day bid and until one week after Change Day, Regular schedules and shifts subject to choice shall be posted for ten days and may be temporarily assigned during such posting. The Union shall be provided with a copy of the schedules and shifts. A member of the Union Committee shall assist UTA in conducting all sign-ups and shall be paid for all time spent in performing this service at the straight-time hourly rate of pay. TRAX and FrontRunner Operators shall have not more than ten minutes to choose their run, starting when it becomes the operator's turn to choose.

UTA and the Union recognize that planned maintenance and repair (SGR) project are unavoidable and necessary. Both parties agree that SGR disruptions impact Operators and their bidded work, days off, and time off, and that those disruptions can and should be mitigated with advance notice.

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UTA will notify the Union of all SGR projects as soon as they are known including location, planned dates, duration and all other information, and both sides will work together to eliminate or minimize any negative impacts these projects will have on the operators' regularly bidded work.

Any rebidding necessary because of an SGR project will be planned and done at the regularly scheduled Change Day bids following the same bidding process associated with a regular Change Day bid. A change in bidded work as a result of an SGR project will not affect any Operator's previously planned vacation or time off unless that Operator chooses to make that change. Operators who had plans that may be interrupted by a change in their days off as a result of an SGR project will notify Management of any conflicts caused by this and Management and the designated Union Representatives will work together to accommodate and minimize these negative impacts. If an SGR project results in a bidding of Operators' work/days off (change in original bidded run) during a Change Day, affected Operator will receive displacement pay during the interruption.

ARTICLE 47: TRAX AND FRONTRUNNER OPERATORS RETURNING TO FORMER OPERATIONS CLASSIFICATION

The following language applies to TRAX and FrontRunner Operators in their respective Rail classification.

A. TRAX and FrontRunner Operators Returning to Bus Operations.

Bus Operators who accept positions as TRAX or FrontRunner Operators, and complete a 90-day probationary period will have the opportunity to bid to bus once each year in conjunction with the November/December Change Day, provided that they declare their

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intention to do so not later than October 11, by 11:59 PM. If there are not enough Operators and individuals on the Operator roster to operate the system, the Operator bidding to bus shall remain in their current classification until a replacement Operator is trained.

B. FrontRunner Operators Returning to TRAX Operations.

TRAX Operators who accept positions as FrontRunner Operators or a FrontRunner Operator Trainee, and complete a 90-day probationary period in FrontRunner will have the opportunity to bid to TRAX once each year in conjunction with the November/December Change Day, provided that they declare their intention to do so not later than October 11, by 11:59 PM, If there are not enough FrontRunner Operators and individuals on the FrontRunner Operator roster to operate the FrontRunner system, the FrontRunner Operator bidding to TRAX shall remain in FrontRunner until a replacement FrontRunner Operator is trained.

C. Returning to Former Operations Classification.

Emergency requests to bid back to bus will be evaluated on a case-by-case basis. If approved by the Union and UTA, the employee will work on the bus Extra-Board until the next Change Day. In the event a vacant or new regular run becomes available after the employee has returned to the bus Extra-Board, the employee may exercise their seniority to bid on that piece of work.

An employee who accepts a position as an Operator or Operator Trainee, and who subsequently returns to his or her former position with UTA will be prohibited from bidding for a position on the Operator roster or accepting a position as an Operator Trainee for a period of three years from the date he or she leaves his or her position.

If at any November/December Change Day 10% or more of the Operators bid back to their position, UTA and the Union may reevaluate and renegotiate the restrictions set forth in

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this paragraph.

ARTICLE 48: TRANSFER BETWEEN FLEXTRANS AND FIXED ROUTE

When UTA is accepting external applications for a fixed route Extra-Board or Flextrans Extra-Board Operator position, any current operator may also apply for the position. A current operator who applies for a fixed route Extra-Board position or Flextrans Extra-Board position posted for a fixed period of time will be hired before any outside applicant for the same posting. A current operator who applies for a fixed route Extra-Board position or Flextrans Extra-Board position posted on an open-ended basis will be hired before any outside applicant who applies after the current operator. A current operator who applies for an external posting for a fixed route Extra-Board position or Flextrans Extra-Board position will be awarded the extra-board position and may exercise seniority to bid on open work thereafter. If the current operator requires a change in operations job classification (Flextrans or fixed route), then the operator will be awarded the position after successfully completing training, licensing, and any other certification requirements. While in training, the operator will continue to receive pay at the operator's current pay rate. An operator bidding to change the operator's job classification will retain and accumulate operations seniority. If more than 90 days pass between the date the new position was awarded and the date the employee is placed in the new job, the operator will receive the greater of the new or current pay rate after 90 days pass.

Any operator who transfers between a fixed route job classification and a Flextrans job classification, and then bids back to the operator's former operations job classification, shall not be allowed to bid out of the former operations job classification for the next 24 months after the date the operator bids back to the operator's former job classification.

In the event that the receiving division is not able to accommodate the transferring

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operator's selected vacation, the operator will select from available vacation weeks (including any weeks that have become vacant), use vacation in single days, or carry vacation to the following year. If ten or more operators change their operations job classification under this Article within one calendar year, then UTA and Union will renegotiate changes to this Article.

SECTION III: MAINTENANCE EMPLOYEES

ARTICLE 49: MAINTENANCE CRAFTS AND CLASSIFICATIONS

A. CRAFTS & CLASSIFICATIONS AND SPECIALTY CLASSIFICATIONS

The following six crafts and classification within each craft, and the following five specialty classifications shall be established in the Maintenance Department:

Crafts & Classifications

1. Bus Technicians (Shop and Components)
    a) Journeyist Bus Technician
    b) A-Level Bus Technician
    c) Bus Technician Apprentice
    d) BusTechnician
    e) Transit Vehicle Technician (TVT)
2. Body Shop
    a) Journeyist Body Shop Technician
    b) Body Shop A-Level Technician
    c) Body Shop Technician Apprentice
    d) Body Shop Technician
    e) Body Shop Helper

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3. Facilities
   a) Journeyist Facilities Technician
   b) A-Level Facilities Technician
   c) Facilities Apprentice
   d) Facilities Equipment Repair Technician
   e) Facilities Helper
4. Light Rail Electromechanic
   a) Journeyist Electromechanic
   b) A-Level Electromechanic
   c) Electromechanic Apprentice
   d) Electromechanic
   e) Electromechanic Helper
5. Commuter Rail Technician
   a) Journeyist Commuter Rail Technician
   b) A-Level Commuter Rail Technician
   c) Commuter Rail Technician Apprentice
   d) Commuter Rail Technician
   e) Commuter Rail Technician Helper
6. Line & Signal
   a) Journeyist Line & Signal Technician
   b) A-Level Line & Signal Technician
   c) Line & Signal Technician Apprentice
   d) Line & Signal Technician

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e) Rail Maintenance Worker

Specialty Classifications:

1. Service Employee
2. Shop Janitor
3. Coach Cleaner
4. Rail Service Employee
5. Road Crew

B. General Job Descriptions:

JOURNEYIST:

Appointment to this classification is limited to those individuals who have completed a bona fide apprenticeship or have had a minimum of four or more years equivalent experience and training. Journeyists must have the ability, skill, knowledge, and proficiency with all tools to do any and all phases of the most complicated repair and rebuilding of components with little or no supervision or instruction, producing a quality and quantity of work which confirms outstanding abilities; capable of teaching and assisting employees of lesser skill; assists in the development of skills and in setting high standards of competence that encourage productive and responsible output by other employees; qualified to do any and all work assigned to less skilled employees; may be assigned any work.

A-LEVEL MECHANIC/TECHNICIAN:

An employee having not less than 95% of the capability of the journeyist, including at least three or more years of all around experience and training; fully capable of performing complex and technical repair work on most components with little or no supervision or training; may require closer supervision on those parts of which not wholly familiar; may be a

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highly skilled specialist in some particular phase of repair work; resulting in output well above that of a non-specialist; but lacking all around journeyist level ability, knowledge, training or experience.

MECHANIC/TECHNICIAN:

An employee capable of doing any and all repair work under general supervision; works with all hand and power tools; disassembles, repairs and reassembles parts, sub-assemblies and components; does routine and repetitive assembly and repair such as electrical wiring, heating, inspection and general mechanical repair; generally works under closer supervision when assigned to more complex or less repetitive repair work; may be assigned more complex and difficult work as required by the flow of work or for training purposes prior to qualification for promotion to higher classification.

HELPER/TVT:

An employee assigned to do lesser skilled work or assigned to assist employees in a higher skill classification; works with hand and power tools as directed; may be assigned to do work requiring little or no training or experience or may be assigned to work directly with other employees of greater skill and knowledge in doing more complex work; performs lesser skilled duties or manual functions sometimes assigned to employees in higher skill classifications; generally works under closer supervision than employees of higher skilled classifications.

Selection of Helpers/TVT: UTA will determine the number of Helper/TVT classification positions in each craft, division, and shift. Maintenance Department employees may bid for Helper/TVT Level openings and will be awarded positions based on seniority provided they have met the minimum qualifications for the Helper/TVT position and are

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subject to the 30-shift evaluation period set forth in Article 50 of this Agreement.

SERVICE EMPLOYEE:

Those fueling coaches, lubricating, changing tires or oil, and cleaning parts or grounds, or doing other types of service labor.

At least annually, UTA shall post all Service Employee shifts to be bid, by division, in order of seniority by Service Employees employed at the time of the bid. Service Employees who bid shifts which include work assignments different from the work assignments they have previously been assigned may be required to demonstrate that they are qualified for the new work assignments. If they are not qualified, they will be required to bid another shift with work assignments for which they are qualified.

ARTICLE 50: MAINTENANCE PROMOTIONS AND POSITION BIDDING

At least annually, by craft, each maintenance division will conduct a shift bid by seniority, taking into consideration classifications. Facilities Maintenance and Line & Signal crafts will be exempt from an annual bid. UTA will post available shifts and days off at a minimum of 10 days before the scheduled bid. The bid will end no later than two weeks before implementation of the new shifts. When UTA fills a vacancy or creates a new maintenance job, preference shall first be given to present maintenance employees who bid for the opening. Maintenance Department employees may bid, and shall be assigned, division and shift openings within a craft and classification by seniority. When openings or new positions occur, the opening shall be posted for at least 48 hours excluding Saturday and Sunday, with a copy of the posting given to the Union Representative in the Maintenance Department upon request. When UTA fills a vacated or new Facilities Maintenance or Parts position and shift, the position and shift opening shall be posted system wide for Facilities and Parts employees,

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respectively.

Position openings which are not filled through lateral transfers or by an employee who has completed the apprenticeship program, shall be filled through a selection process determined by UTA. The selection process shall be designed to determine minimum qualifications. The most senior employee meeting the minimum qualifications will be awarded the position. Bids will be awarded only to persons who meet the minimum qualifications of the position involved. When current UTA Maintenance Department employees are being considered, the Union may appoint an employee to attend the selection interview and to provide input to the selection decision. The Union appointee shall be a current Maintenance Department employee, and whenever possible, shall be within the same craft and at the same classification or higher, as the opening. The Union appointee will be paid by the Union. If there are no qualified current Maintenance Department employees who bid for the opening, UTA may hire an outside applicant.

Qualified employees selected to fill higher classifications shall be given a reasonable trial period of not to exceed 30 shifts worked during which time they may not bid out of the position, but may be returned to the former position without loss of seniority if not found satisfactory.

ARTICLE 51: MAINTENANCE HOURS OF WORK

Eight or ten hours shall be a normal day of work in the maintenance department. Maintenance employees shall normally be entitled to at least two days off each week and 40 hours of pay each week. Days off shall be consecutive. In the event a holiday falls on a maintenance or parts department employee's day off, the employee may elect to take another day off during the particular pay period involved. Selection of such day off shall be with the

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prior approval of the employee's supervisor. This section does not guarantee any work, but prescribes a normal schedule.

UTA has full discretion to set the number of employees allowed off per day within various classifications and functional work teams by shift. Anytime UTA modifies days off within various classifications and functional work teams by shift, UTA shall allow maintenance employees to bid their days off according to seniority.

ARTICLE 52: OVERTIME FOR MAINTENANCE

All work performed in excess of eight hours per day for an eight hour shift or ten hours a day for a ten hour shift shall be paid time and one-half the regular straight-time rate. Shift differential shall be part of the base rate when computing overtime.

Maintenance employees shall be paid at one and one-half times their regular straight time hourly rate for all work required on their regular scheduled day off, unless by consent of the employee to make up a day lost or to trade days off.

ARTICLE 53: CALL-OUTS FOR MAINTENANCE

Maintenance employees called to work before or after having performed their regularly assigned duties, where a time lapse occurs between such work and their regular shift, shall be paid a minimum of three hours at their regular straight time hourly rate, or the actual hours worked at an overtime rate, whichever is greater.

Each mechanic who is required to carry a personal contact device on a holiday listed in the first sentence of Article 22 of this Agreement shall receive an additional allowance equal to three times the mechanic’s normal hourly rate. If a mechanic is called in to work, such mechanic shall not receive this allowance for that day, but rather shall be compensated under the terms of the first paragraph of this Article. When a call out is needed, the person carrying

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the personal contact device will be notified by a phone call. If the Manager or supervisor cannot reach the person by phone, the personal contact device will be called. The person carrying the personal contact device is expected to respond within 15 minutes of the call if at all possible. Employees may trade their assigned days with the approval of their supervisor or manager. Holiday assignments will be covered by the existing rotating call-out list. Employees shall be paid one hour's pay for correcting a situation by telephone.

ARTICLE 54: TEMPORARY TRANSFERS, MAINTENANCE

A. When temporarily transferred from a higher to a lower classification, or from a lower to higher classification, the employee shall receive the higher of the two rates of pay while on such temporary assignment. This applies only to four or more hours worked per day in temporary classifications, and not to lesser amounts of time. Employees shall perform whatever work is assigned. Temporary transfers will be limited to 30 days.

B. When a facilities mechanic is required on a temporary transfer basis to travel from Salt Lake County to Weber County or to Utah County, or from Weber County to Salt Lake County or Utah County, or from Utah County to Salt Lake County or Weber County, UTA shall pay a temporary transfer travel allowance to such an employee in an amount equal to 60 cents per mile or the Federal mileage reimbursement rate whichever is greater for the mileage from the employee's residence to the destination of the temporary transfer less the mileage from the employee's residence to his normal workplace location. In lieu of a mileage allowance, at the discretion of UTA, the employee may be assigned an UTA vehicle to use in the travel.

ARTICLE 55: EQUIPMENT AND TOOLS

UTA will continue to furnish adequate lockers for each maintenance employee. UTA

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shall pay one-half the cost of safety glasses for all employees required to wear prescription safety glasses. provided the employee furnishes the prescription and buys the glasses from the company approved by UTA and the Union.

Protective clothing will be furnished to steam cleaners, and raincoats will be furnished to employees required to work outdoors during inclement weather. Employees will be responsible for the care of any items furnished and for their ultimate return to UTA.

All journeyists, mechanics, and helper/TVTs are required to have the metric tools included on UTA's amended tool list. Effective January 1st of each year, non-probationary journeyists, mechanics, and helper/TVTs may purchase tools required in their work by prior arrangement using an UTA-furnished purchasing instrument. UTA will pay or reimburse the cost of hand tools so purchased to replace tools verified as worn out or broken in doing work for UTA, up to a maximum of $375.00.. Helper/TVTs shall have the same privilege limited to $335.00. Journeyists, mechanics, and helper/TVTs shall have the ability to carryover any unused portion of the tool allowance to the following year; with a maximum accrual of two times the annual allowance.

UTA shall furnish and launder coveralls, pants and shirts required on the job for maintenance employees.

UTA shall purchase and make available any power tools or protective equipment required by UTA.

All Tool and Boot Allowances will be paid to the respective Maintenance Employees on its' own separate check and not added to the employee's payroll check. All checks to be issued no later than January 31st.

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SECTION IV: PARTS EMPLOYEES

ARTICLE 56: WAGES AND CONDITIONS

The wages set forth in the schedule in Article 24 above, shall apply to the parts department employees.

The conditions in this Article, together with the general conditions set forth in Articles 1 through 32 and the applicable conditions in the following articles shall apply to the parts department employees: Article 50 (promotions), Article 51 (hours), Article 52 (overtime), Article 53 (call-outs), Article 54 (temporary transfers), and safety glasses under Article 55 (equipment and tools).

UTA shall furnish and launder coveralls, pants, shirts and jackets required on the job for parts department employees.

At least annually, UTA will post all Parts Clerk shifts to be bid, by business unit, in order of seniority by Parts Clerks employed at the time of the bid.

ARTICLE 57: CLASSIFICATIONS

The parts department shall include the following classifications without limiting UTA's ability to create new classifications:

Parts Clerk: Receives, stores, and issues spare and replacement parts, equipment, and expendable items used in repair or maintenance shops and other divisions. Requisitions needed parts and supplies. Maintains proper inventory level of parts and may be required to do reordering. Participates in inventories as needed. May also monitor gas, diesel, and torch tank levels. Performs other duties assigned by UTA from time to time which may be necessary for the efficient operation of UTA.

Parts Courier: Picks up and delivers parts and supplies. Participates in inventories as

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needed. Performs other duties assigned by UTA from time to time which may be necessary for the efficient operation of UTA.

SECTION V: RAIL MAINTENANCE

ARTICLE 58: RAIL MAINTENANCE CLASSIFICATIONS

Rail Maintenance positions shall include the crafts of Electromechanic, Coach Technician, Line and Signal Technician, and the specialty classification of Rail Service Employee. UTA may assign employees in the Line and Signal craft and classification to work on both TRAX and FrontRunner interchangeably. The Commercial Drivers License will not be required for positions in the Electromechanic and Coach Technician crafts. Job announcements will list the requirements for applicants as set forth in this Agreement. Upon request by employees, UTA will provide a list of the competency areas and provide study materials for loan to interested employees, for study on their own.

ARTICLE 61: RETURNING TO PREVIOUS POSITIONS

Employees who accept positions as Electromechanics, Coach Technicians, or Line and Signal Technicians, and who subsequently return to their prior craft, for which they are qualified, will be prohibited from bidding for a position on the respective Maintenance Roster for a period of three years from the date they leave their current position in Maintenance. Due to the cost and training time involved, Electromechanics, Coach Technicians, and Line and Signal Technicians who complete their craft training will not be able to bid out of their classification for a period of two years.

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SECTION VI

ARTICLE 62: WARRANTY

This Agreement contains all the terms and obligations agreed upon and negotiated by the parties. The Agreement shall be binding upon any successors or assigns of the parties hereto. Any provision in conflict with any applicable law or rules, regulation or order of governmental authority, shall be void and invalid but all other terms and conditions of this Agreement shall remain in full force and effect. The parties shall meet upon request to renegotiate any such invalidated terms. A waiver or breach of any condition in this Agreement by either party, shall not constitute a precedent for any subsequent waiver or breach of any condition. This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing or made prior to these negotiations.

This Agreement is effective on the date set forth in Article 1, above. Signed this the

For UTA:

Utah Transit Authority

Jay Fox Executive Director Utah Transit Authority	William Greene Chief Financial Officer Utah Transit Authority
Kim Shanklin Chief People Officer Utah Transit Authority	: DocuSigned by: David Wilkins 5E3257B1CF024B9... UTA Legal Counsel

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For the Union:
Amalgamated Transit Union
Local 382

Rod Dunn President/Business Agent ATU, Local 382	Doug Underwood Vice President ATU, Local 382

Norm Blessant
Financial Recording Secretary/Treasurer
ATU, Local 382

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Schedule A
WAGE RATES

	2/19/2023	12/10/2023	6/23/2024	12/8/2024	6/22/2025
Operator (a)	$27.75	$28.03	$28.73	$29.16	$29.75
Journeyist/A-Level Mechanic	$34.36	$34.70	$35.57	$36.10	$36.82
Mechanic/Technician/ Apprentice (b) (c)	$31.57	$31.89	$32.69	$33.18	$33.84
Rail Maint. Worker, Road Crew, Facilities Helper, Electromechanic Helper	$29.04	$29.33	$30.07	$30.52	$31.13
Transit Vehicle Technician, Body Shop Helper (b)	$29.04	$29.33	$30.07	$30.52	$31.13
Service Employee	$25.57	$25.83	$26.48	$26.88	$27.42
Shop Janitor	$26.37	$26.63	$27.30	$27.71	$28.26
Coach Cleaner	$22.73	$22.96	$23.53	$23.88	$24.36
Parts Clerk (e) (d)	$26.54	$26.81	$27.48	$27.89	$28.45
Parts Courier	$25.54	$25.80	$26.45	$26.85	$27.39

a. Senior Operators (three or more years in classification) receive an additional $0.25 per hour.

b. New Apprentices in the Bus & Component Rebuilding, Transit Vehicle Body & Paint and Body Fabrication Apprenticeship Programs will be paid at their current (TVT/Helper) wage rate and will receive an additional $0.30 per hour each six months as an Apprentice up to the top Mechanic/Apprentice rate beginning six months after the start of the apprenticeship. In the event a TVT/Helper currently receives $0.25 per module for up to three modules and enters the Apprenticeship Program, he or she will receive the time-based increase at a prorated amount (as detailed in Side Letter #3).

c. New Apprentices in the Facilities HVAC Apprenticeship Program will be paid at their current (Helper) wage rate and will receive an additional $0.20 per hour each six months as an Apprentice up to the top Mechanic/Apprentice rate beginning six months after the start of the apprenticeship. Facilities Helpers who complete and demonstrate competency in a Pre-apprenticeship module (as detailed in Side Letter #4) will be paid an additional $0.25 per hour per Module passed.

d. Top Parts Clerks (five or more years in Parts Clerk classification) will receive an additional $1.20 per hour.

e. Parts Clerks (three or more years in classification) receive an additional $0.14 per hour.

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 1

Re: Maintenance Special Campaign Positions

Dear Mr. Dunn:

It is understood and agreed that Utah Transit Authority may create, on a trial basis, six maintenance special campaign positions to assist our current maintenance employees who have had their drivers license suspended due to their being convicted of driving under the influence of alcohol.

A. Pay for performing in this capacity will be mid-point between the affected employee's current pay and the next lower classification's corresponding pay level.

B. This good faith effort on the part of Maintenance Management does not set precedence in future job classification or requirements.

C. This trial program may be abolished by Maintenance Management at any time.

D. The Amalgamated Transit Union Local 382 may abolish this program at any time provided that those employees currently in the program may be allowed to complete it under the agreed upon conditions contained herein.

E. Any working conditions set forth by Maintenance Management concerning this trial program are not grievable under our current labor contract.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This Letter accurately reflects our agreement:

DocuSigned by:
David Wilkins
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Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 2

Re: Employee Request for Self Service Options

Dear Mr. Dunn:

This letter will serve to reflect our mutual desire to ensure UTA has a clear understanding of self-service options employees would like to see as UTA procures new HRIS and Operations Timekeeping systems. Parties recognize self-service options for Operators to request day off are a priority.

By end of second quarter 2023, UTA will meet with appointed representatives of ATU to help identify what additional self-service options employees would like to see with new technology. This information will be used by the authority as it conducts the procurement of these systems.

UTA is committed to improving self-service options for its employees and believes this information gathering will help procure a system that provides better additional options. Before implementation of new technology UTA will update ATU leadership on details and meet on the effects on BU employees of new technology.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This Letter accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 3

Re: Apprenticeship Agreement

Dear Mr. Dunn:

Attached to this Side Letter is Exhibit A, the agreed upon Maintenance Apprenticeship Training Programs ("Programs"). These programs shall be subject to modification as required by the Department of Labor, Bureau of Apprenticeship and Training, to maintain eligibility for certified status.

The Joint Apprenticeship and Training Committees may develop and recommend adoption of apprenticeship programs in other crafts. Any new apprenticeship programs must be approved by UTA and the Union and incorporated into the Apprenticeship Agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This Letter accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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EXHIBIT A
MAINTENANCE APPRENTICESHIP TRAINING PROGRAM

FORWARD

The ability of the Utah Transit Authority to meet the current and future transportation needs of the state of Utah rests largely upon the foundation of its work force. This work force must develop the skills and knowledge necessary to fully utilize all of the improved methods, equipment and technological advances available. The Utah Transit Authority (UTA) and the Amalgamated Transit Union (Union) recognize the value of the current apprenticeship program to the organization and its employees. The parties also recognize the importance of ensuring that employees who enter the program have sufficient aptitude and skill in order for them to be successful in the program and for the program's continued viability and success.

This apprenticeship program outlines a plan for providing much of that skill and knowledge training. This training will help ensure that we develop a work force capable of meeting the demands of today and the advances of tomorrow.

The continuing approval of this program by the Bureau of Apprenticeship and Training, U.S. Department of Labor is essential to its acceptance by the Parties. This program shall be subject to modification as required by the Department of Labor, Bureau of Apprenticeship and Training, to maintain eligibility for certified status.

DEFINITIONS

SPONSOR: Utah Transit Authority ("UTA") is the sponsoring agency. To the extent authorized, the JATC will act on behalf of UTA for this program.

UNION: Amalgamated Transit Union, Local 382 (the "Union").

STANDARDS: Or, Standards of Apprenticeship, means this entire document, including the attached "Trade schedules" and other attachments hereto.

APPRENTICE: A Person meeting the qualifications described in Section III of these Standards who has entered into a written Apprenticeship Agreement providing for learning and acquiring the skills of a recognized trade under the provisions of these standards.

APPRENTICESHIP AGREEMENT: Means the written document between the apprentice and the Sponsor, setting forth the responsibilities and obligations of both with respect to training under these Standards. This agreement shall not over-ride any provision in the Collective Bargaining Agreement between the Sponsor and the Union.

JOINT APPRENTICESHIP TRAINING COMMITTEES: Or, JATC are the committees with duties and responsibilities outlined in these Standards. The Joint Apprenticeship and Training Committees may develop and recommend adoption of apprenticeship programs in other crafts.

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Any new apprenticeship programs must be approved by UTA and the Union.

REGISTRATION AGENCY: Or, "the Agency," means the Bureau of Apprenticeship and Training, U.S. Department of Labor.

I. PURPOSE

A. To encourage careful selection of persons entering the program.

B. To provide an approved plan of training apprentices within UTA's Bus Technicians (Shop and Components), Body Shop , Heavy Rail, Light Rail, and Facilities disciplines.

C. To assure that UTA obtains the services of proficient and skilled workers.

D. To provide UTA and the public with the highest possible grade of service in conformity with approved practices of safety and skilled craftsmanship.

II. JOINT APPRENTICESHIP TRAINING COMMITTEE

A.Composition and Compensation

There will be two JATCs. One JATC will oversee the Body Shop, Facilities, and Bus Technician programs. The other JATC will oversee the Heavy Rail, Light Rail, and MOW programs.

The JATC JATC overseeing Body Shop, Facilities, and Bus Maintenance shall be composed of three members selected by UTA and three members selected by the Union. UTA shall compensate the members of the JATC for time spent on JATC duties.

The JATC overseeing Heavy Rail, Light Rail, and MOW shall be composed of four members. Each party will appoint one member who also serves on the current JATC to provide continuity as programs are rolled out. Each party will appoint three additional members. UTA shall compensate the members of the JATC for time spent on JATC duties.

Each party upon mutual agreement may add or subtract the number of members on the JATCs as long as each party has an equal number of members on the JATCs.

During even-numbered years, the JATC chairman shall be a Union-selected member; during odd years, the JATC chairman shall be a UTA-selected member. Unless the Union and UTA agree otherwise, a facilitator shall meet with the JATC to assist with difficult issues. No contested decision shall be considered official unless both UTA and Union members are present in equal numbers.

B. Duties of the JATC

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1. The JATC shall periodically review on-the-job training and related instruction for all apprentices.

2. UTA shall designate the number of positions in each classification, including apprentice, on each shift in each Division. The JATC shall work to ensure an adequate supply of apprentices to meet the staffing requirements of UTA.

3. The JATC shall verify that employees entering the apprenticeship program meet the minimum qualifications established in the *Selection of Apprentices* Section.

4. The JATC shall ensure that maintenance training records are properly completed, signed, and current. The JATC shall ensure that forms and reports required by the Agency are completed and transmitted in a timely and accurate manner. When analyzing maintenance training records, the JATC will have the authority to verify training hours, supervisor signature and the honesty and integrity of the apprentice's actions in completing training records. If the JATC finds discrepancies with the training records, it will have three ways to remedy the situation. The JATC can correct the records or, if the apprentice is found to be culpable in the record errors, the JATC may suspend an apprentice from the program for a specified period of time, or cancel an apprentice from the program. The members of the JATC will act in good faith to investigate the situation or accusations and make an educated, well-informed decision. The final outcome will be decided by a consensus of the JATC members.

5. The JATC shall promote quality work experience, training and related instruction for apprentices at UTA. UTA shall be responsible for providing the experience and training. The JATC shall assist in developing apprenticeship training programs for various crafts, submitting such programs to the Union and UTA for final approval.

6. If employees believe that the terms and conditions of this apprenticeship document have been improperly applied or interpreted, they shall submit a written complaint regarding such matter directly to the JATC, within 11 calendar days after the incident which gave rise to the complaint is known to exist. The decision of the JATC shall be final and binding. If the JATC fails to resolve the issue, then within 21 calendar days of such failure, the Union may request arbitration pursuant to Article 14 of the Labor Agreement.

7. The JATC shall transmit to the Agency notices of cancellation, suspension, reinstatement, or completion of Apprenticeship Agreements and obtain and present Certificates of Completion of Apprenticeship to those who have satisfactorily completed all requirements of these Standards.

8. The JATC shall maintain minutes of their meetings to include members in attendance, agenda items discussed, decisions made and actions taken.

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9. The JATC will determine which mechanics will attend apprenticeship training courses. Selection for training will be by maintenance department seniority, within each division; provided, however, that the JATC will also consider the business needs of UTA, and may make exceptions to application of strict seniority to accommodate business needs; and provided further that generally mechanics will complete the OJT associated with completed class work before commencing additional class work.
10. The JATC will be tasked and responsible for incorporating all new technology and training into the appropriate apprenticeship programs.

11. The JATC will review the tool lists annually and/or when either Party wishes to make amendments to the current tool lists. The JATC will then provide any recommendations of any changes to the tool lists to the Union Leadership and Labor Relations for consideration.

III. QUALIFICATIONS FOR AND SELECTION OF APPRENTICES

A. Qualifications: Applicants accepted and registered as apprentices shall meet the minimum qualifications as shown in the attached Selection Procedures.

B. Selection:

1. The recruitment, selection, employment, and training of apprentices shall be without discrimination because of race, color, religion, national origin, or sex. UTA shall comply with all applicable laws and regulations. UTA shall prepare an Equal Employment Opportunity Plan which shall include affirmative action goals for employees working as apprentices.
2. Records: UTA shall maintain records for its employees, including apprentices, which shall be maintained for at least five years. For apprentices, such records shall permit identification by sex and minority status. Such records shall be made available for inspection by the Agency pursuant to the terms of any applicable law.

For selection of apprentices for the facilities HVAC program see the section below titled "Facilities HVAC Apprenticeship."

IV. APPRENTICESHIP AGREEMENT

Apprentices shall be covered by a written Apprenticeship Agreement, signed by the Apprentices, their manager, and the Manager of Training or that Manager's designee. Such Agreement shall incorporate the terms of these Standards. A copy of each agreement shall be furnished to the JATC, the Apprentice, the Agency, and UTA. The Agreement shall contain all information necessary for the proper registration of the Apprentice.

V. RATIO OF APPRENTICES TO JOURNEYISTS

UTA shall determine the number of apprentices. Only that number of apprentices will be employed as can be given proper supervision and training and can be assured of reasonable opportunity for employment by UTA on the completion of the apprenticeship. The actual ratio

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may change from time to time.

VI. TERM OF APPRENTICESHIP

The term of apprenticeship shall be a period of reasonably continuous employment, including the probationary period, as stated on the applicable "Trade Schedule" attached to and made a part of these Standards; plus the required related instruction. In the event apprentices are required to work overtime, they shall receive credit in the term of apprenticeship for only the actual hours worked, although their pay may be calculated at an overtime rate.

The apprentices' progress in each period of apprenticeship may be determined on an actual hour basis. However, an apprentice who, by unusual aptitude or past education and/or practical experience, achieves the desired level of skill in a portion of the training in less than the time scheduled or programmed, may be advanced to the next level. The JATC or UTA may certify eligibility for such early advancement.

VII. PROBATIONARY PERIOD

The first six months of employment for apprentices, after signing the Apprenticeship Agreement, shall be a probationary period. The JATC, the apprentice's manager and foreman, and assigned mechanics shall carefully observe the performance and behavior of apprentices during this probationary period to assist in forming a recommendation as to the advisability of their continuing in the trade. If an Apprentice fails to perform at an acceptable level, and is canceled from the apprenticeship program, UTA will determine the employment status of the former apprentice. If an employee is returned to the Helper classification, he or she will not be considered for re-admission into the apprenticeship program until the JATC has determined that the issues contributing to the cancellation of that employee's apprenticeship agreement have been adequately resolved.

The Agency shall be promptly advised of the termination of any apprentice.

VIII. HOURS OF WORK

Apprentices will be employed under conditions which will permit the assistance and oversight of competent supervisors and/or mechanics at times when completing on-the-job training requirements under the apprenticeship program. Apprentices shall be exempt from shift and division bidding procedures and shall be assigned to shifts and divisions by UTA. UTA shall coordinate assignments so that whenever practicable there will be no interference with approved apprenticeship training programs.

IX. APPRENTICESHIP WAGE SCHEDULE

Apprentices shall be paid according to the rates set forth in Schedule A of theCollective Bargaining Agreement.

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X. REQUESTS FOR CREDIT FOR PREVIOUS EXPERIENCE AND/OR TRAINING

All personnel enrolled in the Apprenticeship program may receive credit for previous experience or training. In order to receive credit for a particular module of training the apprentice must contact the Maintenance Training Office and request that they be given the end of course exam for the applicable module. Any apprentice who scores above the minimum passing grade for an end of course exam will then be scheduled as soon as practicable, for any necessary related OJT required by that module.

XI. WORK EXPERIENCE

Wherever scheduling requirements permit, apprentices shall be given work assignments that allow them to gain experience, skill and proficiency related to their current area of training. Such on-the-job training shall be carried out by the individual's Manager, Foreman and/or a qualified mechanic assigned by the Foreman. The Schedule of Work Experience for each trade is covered in this document in the section labeled "Trade Schedule."

XII. RELATED INSTRUCTION

All apprentices shall be required to attend classes in subjects related to the trade as part of the Apprenticeship program. These classes may be given during or outside of the regular working hours, depending on available resources. All time spent in such classes outside of an apprentice's normal scheduled work time shall not be considered hours of work and will not be paid. If an apprentice is required to attend classes during their normally scheduled work hours they will be compensated at their regular hourly rate. The Apprenticeship program may be made up of a combination of UTA sponsored classroom training, correspondence training, home study or off-site classes provided by other organizations. All courses of study must be approved by UTA.

Whenever possible, the time devoted to each subject and the sequence of training will be determined by the type of work being performed by the apprentice at the job. Instruction shall be coordinated as much as possible with the work on the job so that both the apprentice and UTA will receive the maximum benefits from such training.

Failure on the part of apprentices to fulfill their obligation as to the related training studies and/or attendance, or their failure to maintain passing grades therein, shall constitute adequate cause for cancellation of their Apprenticeship Agreement.

The schedule of related instruction may be adjusted as the training programs are developed, subject to the approval of the JATC.

XIII. SAFETY AND HEALTH TRAINING

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UTA will comply with all applicable State and Federal laws pertaining to health and safety practices. All apprenticeship training programs shall instruct the apprentice in safe and healthful work practices and procedures.

XIV. SUPERVISION OF APPRENTICES

UTA shall exercise supervisory responsibility for all apprentices. On the job training of Apprentices may be provided by any Manager, Foreman or any mechanic selected and assigned by the Foreman due to their qualification, skill and experience in the task being trained. Whenever practicable the Foreman should assign their apprentices to work related to their current area of study and in accordance with the work processes shown on the attached Trade Schedule.

XV. PERIODIC EXAMINATION

Periodically, or when concerns about an apprentice's progress arise, UTA and an authorized representative of the JATC will examine the apprentice's training progress. If, after the Probationary period, the apprentice's training or work progress is found unsatisfactory the apprentice shall be returned to Probationary status. The JATC shall devise a reasonable program of supplemental training and/or OJT aimed at helping the apprentice successfully complete the area(s) in which they are deficient.

If, after a suitable period of supplemental training and/or OJT, the apprentice does not demonstrate the ability and the desire to continue the training necessary to complete the Apprenticeship Program, this may be considered adequate cause for cancellation of the Apprenticeship Agreement.

XVI. CONTINUITY OF EMPLOYMENT

As long as the apprentice is successfully meeting their training requirements UTA intends and expects to give the apprentice continuous employment. UTA reserves the right, however, to suspend training whenever conditions of business make it necessary. When it is necessary to lay off apprentices, it shall be done in accordance with the current Collective Bargaining Agreement.

XVII. MAINTENANCE OF RECORDS

The JATC shall assist UTA's Training Department in maintaining complete training records on each apprentice, covering all details of their apprenticeship, including OJT reports, attendance, and written progress in related instruction.

XVIII. CERTIFICATE OF COMPLETION

Upon satisfactory completion of the requirements of the apprenticeship as established herein, the JATC shall certify in writing the name of the completing apprentice to the

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Registration Agency and recommend that a Certificate of Completion of Apprenticeship be awarded to the apprentice.

Apprentices who complete a UTA apprenticeship program will be classified as a Journeyist. Upon graduation, the apprentices will remain in their assigned business units.

XIX. NOTICE TO REGISTRATION AGENCY

The Registration Agency shall be notified promptly of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, cancellations, and completions.

XX. REGISTRATION OF STANDARDS

These Standards will be promptly registered with the Agency, with a copy provided.

If UTA and the Union decide to terminate the apprenticeship program, they shall jointly notify the Agency. If the parties do not follow the terms of these Standards, the Agency may also de-register the program.

XXI. AMENDMENTS OR MODIFICATIONS.

These Standards may be amended at any time by agreement between UTA and the Union upon recommendation of the JATC.

XXII. DISPUTE RESOLUTION

Apprentices are encouraged to take up individual problems or grievances with their supervisor and/or the designated persons administering this program. Issues involving the interpretation or application of the terms of this program shall be resolved by the JATC under Article II (B)(6), above.

Nothing in this side letter or the Collective Bargaining Agreement shall prohibit an employee from exercising his or her rights to register a complaint or appeal with the Department of Labor as allowed under federal regulations.

XXIII. SEXUAL HARASSMENT AND DISCRIMINATION

UTA has a company-wide policy prohibiting sexual harassment and discrimination in violation of federal law. That policy shall be deemed to apply to all apprentices and all rights and remedies under federal law shall be available to all apprentices.

XXIV. GENDER

Any reference to either the male or female gender in these standards is intended to

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include both genders and is not to be considered as a limitation on either sex.

XXV. CONFORMANCE WITH STATE AND FEDERAL LAWS

No section of these Standards of Apprenticeship shall be construed as permitting violation of any Law of the state of Utah or of the United States.

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Bus Technicians (Shop and Component) Program:

	RECOMMENDED MINIMUM	OJT HOURS MAXIMUM
A. Preventative Maintenance	480	850
Conducts all Preventive Maintenance inspections (A,B,C,D,E) on Transit Vehicles in accordance with most current procedures adhering to all applicable safety and environmental standards.		
B. Electrical	620	1096
Troubleshoot, Repair, Replace Transit Vehicle Electrical/Electronic Systems and/or components adhering to all applicable safety and environmental standards.		
C. Brake Systems	280	496
Troubleshoot, Repair, Replace Transit Vehicle Brake System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
D. Air Systems	200	354
Troubleshoot, Repair, Replace Transit Vehicle Air System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
E. Suspension/Steering	540	955
Troubleshoot, Repair, Replace Transit Vehicle Suspension System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
F. HVAC	480	850
Inspect, Troubleshoot, Repair, Replace Transit Vehicle HVAC System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
G. Passenger Assist Units	280	496
Inspect, Troubleshoot, Repair, Replace Transit Vehicle Passenger Assist Units and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
H. Transmission and Associated Drivetrain Components	480	850
Troubleshoot, Repair, Replace Transit Vehicle Transmission and Associated Drivetrain Components in accordance with most current procedures adhering to all applicable safety and environmental standards.		

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I. Engines	1160	2053
Inspect, Troubleshoot, Repair, Replace Transit Vehicle Engines, Engine Components and/or Sub Systems in accordance with most current procedures adhering to all applicable safety and environmental standards.		
Total OJT Hours	**4520**	**8000**

SCHEDULE OF RELATED INSTRUCTION

UTA will provide related technical instruction. The related technical instruction is divided into ten modules with a total of 960 classroom hours of instruction.

RELATED TECHNICAL INSTRUCTION MODULARITY UNITS

Classroom Hours	
A. Preventive Maintenance	80
B. Basic and Advanced Electricity	240
C. Brakes	64
D. Air Systems	16
E. Air Suspension/Steering and Axles	120
F. HVAC/EAC	80
G. Wheelchairs and Handicap Systems	80
H. Transmissions, Axles, Drives and Differentials	120
I. Engines Trouble Shooting, Overhaul	160
Total RTI	960

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Side Letter #3

Transit Vehicle Body, Paint and Fabrication Technician Program:

Work Process Schedule	Related Instruct Hrs	OJT Hours
A. Electrical Systems	**240**	**160-280**
1. Motors		
2. Relays		
3. Starters		
4. Generator/Alternator		
5. Charging Systems		
6. Lighting Systems		
7. Engine Control Systems		
8. Gages and Instruments		
B. Basic and Advanced Welding	**80**	**640-800**
1. Perform basic welding and cutting procedures (in order)		
Oxy/acetylene and plasma cutting overview	24	
TIG	24	
Stick	24	
MIG	8	
2. All Positions:		
Vertical		
Horizontal		
Overhead		
Flat		
3. All Metals:		
All positions		
Aluminum		
Steel		
Stainless steel		
C. Metal Work & Fabrication, Safety & Equipment	**248**	**1040-1200**
1. Read and understand blue prints	8	
2. Sheet metal layout	32	
Forming		
Shearing		
Assembly		
3. Structural steel forming	40	
Fabricating components from:		
Channel		
Angles		

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	Tubing		
	Aluminum		
4. Manufacturing of tools, jigs			
	and fixtures	4	
5. Operation of Equipment		84	
	CNC Pantograph Plasma Cutter	40	
	CNC press brake	24	
	Shear	4	
	Metal muncher	4	
	Power saws	4	
	Form roller	2	
	Drill press	2	
	Various and power tools	4	
6. Layout and fabrication (Sheet			
	metal, aluminum, stainless)	80	
	Body panels		
	Doors		
	Compartment boxes		
	Step wells		
	Window and door frames		
	Floor, side and roof supports		
	Inside and outside moldings		
D. Coach Body Repair (Prerequisites: Electrical & Air)		**248**	**1680-2000**
1. Adhesive and Fillers		40	
2. Repair small and large dents		32	
3. Aligning, drilling and securing panels		24	
4. Assembly, straighten, align:		68	
	Body components		
	Frame structures		
	Pulling	4	
	Straightening		
5. Repair or replace:			
	Front and rear cowl panels	24	
	Fire walls and floors, bulk heads	40	
	Glass and windshield openings	16	
E. Air Systems		**16**	**120-200**
1. Air compressors R&R TS			
2. Air Drivers, Purge, Heaters			
3. Accessory Valve and Wipers-Throttle			
4. Tanks			
5. Brake foot valve and throttle valve			
F. Air Suspension Systems		**64**	**120-200**

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	1. Air bags and Leveling Valves		
	2. Radius and Lateral Rods		
	3. Stabilizers		
	4. Torsion Bars and shocks		
	5. Leyland		
	6. Kneeling systems		
G. Coach Sub System Assembly		**176**	**560-640**
	1. Mechanical components		
	Radiator assembles (lab only)	8	
	Door shaft, motor assemblies,		
	Door assemblies	36	
	Designation signs and control	4	
	Steering systems	8	
	Coolant booster pumps (OJT)		
	A/C components	8	
	Windshield washer components (OJT task)		
	Brakes (back off slack adjusters)	8	
	2. Remove and replace		
	Accessories and components	24	
	Wheels (OJT task)		
	3. Repair and/or replace windshield and		
	window assembly	16	
	4. Repair, replace and/or align body		
	components; doors(passenger, engine		
	battery, trans) headlight, destination		
	sign	48	
	5. Seats:drivers, passengers	8	
	6. Bumpers and mounting structures	8	
H. Passenger Assist Units		**48**	**160-240**
	1. Lift-U lifts		
	2. Ricon		
I. Coach Body Painting		**112**	**1040-1200**
	1. Prepare surface for refinishing	40	
	Feather edge metal finished areas		
	Mask area to be finished		
	Apply and sand glazing putty		
	Apply and sand primer-surfacer		
	2. Refinish body panels	40	
	Apply paint to steel, aluminum, fiberglass,		
	plastic		
	Apply lacquer-type paint		
	Apply enamel-type paint		

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	3. Repair/replace logos and decals	8	
	4. Clean and maintain shop equipment	24	
	Properly dispose of hazardous waste		
	Properly use safety equipment		
	TOTAL HOURS	**1232**	**5520-6760**

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Side Letter #3

Facilities Maintenance Apprenticeship

This Facilities Maintenance Apprenticeship Agreement ("FMAA") clarifies the revisions associated with the Bus Maintenance Apprenticeship Program will not impact the "FMAA" Career Ladder. The three (3) modules that form the Facilities Career Ladder (HVAC, Electrical and Construction) will continue to remain separate from the "FMAA" and will continued to be paid as set forth in Schedule A: Wage Rates footnote "c."

Facilities Maintenance Technician

Components Program:		**Recommended OJT Hours**	
		Minimum	**Maximum**
A.	**Electrical Module**	**920**	**1600**
	l. Basic Theory		
	2. Safety		
	3. Solid State		
	4. Schematic/Diagrams		
	5. NECCodes		
	6. Instrumentation		
	7. Motors		
	8. Distribution		
	9. Controls		
B.	**Mechanical Module**	**920**	**1600**
	1. Safety/Theory		
	2. Pumps (Positive Displacement, Centrifugal, & Diaphragm)		
	3. Power Transmissions		
	4. Springs		
	5. Alignment/Adjustments		
	6. Couplings		
	7. Engines/Preventative Maintenance		
	8. Bearings/Bushings		
	9. Air Compressor		
C.	**HVAC**	**690**	**1200**
	I. Safety		
	2. Refrigerant Certification		
	3. Controls		
	4. Components		
	5. PM/Troubleshooting		
	6. Heating		
	7. Tools & Equipment		
D.	**Fluid Power-Pneumatics/Hydraulics**	**460**	**800**
Pneumatics			
	I. Safety		
	2. Theory		

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	3.	Components		
	4.	Schematics/Diagrams		
	5.	Preventative Maintenance/Minor Repairs		
Hydraulics				
	I.	Safety		
	2.	Theory		
	3.	Components		
	4.	Schematics/Diagrams		
	5.	Preventative Maintenance/Minor Repairs		
E.	**Fluid-Dispensing/Storage Module**		**460**	**800**
	I.	Fuel Nozzles		
	2.	Pumps		
	3.	Meters		
	4.	Leak Detectors		
	5.	Filters		
	6.	Reels, Lines, Regulators		
	7.	Valves		
	8.	Safety Electrical		
F.	**Plumbing**		**460**	**800**
	1.	Safety		
	2.	Plumbing Theory/code		
	3.	Hose and Pipe Identification and Application		
	4.	System Identification and Application		
	5.	Backflow		
	6.	Pipefitting (rigid & flexible)		
	7.	Fixtures/Valves Preventative Maintenance		
	8.	Prints/Schematics		
G.	**Construction**		**300**	**600**
	1.	Safety		
	2.	Framing/Sheet Rock		
	3.	Basic Building Techniques		
	4.	Cement (Flatwork)		
	5.	Painting		
	6.	Equipment & Tool Operation		
	7.	Basic Blueprint Reading		
H.	**Fabrication, Welding, Cutting**		**300**	**600**
	I.	Safety		
	2.	Metal Identification		
	3.	Rod/Filler Material		
	4.	Welding Techniques		
	5.	Cutting Techniques		
	6.	Fabrication Layout		
	7.	Machinery-Proper Operation		

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Total OJT Hours 4510

8000

Related Technical Instruction Modularity Units

Classroom Hours

WORK PROCESS SCHEDULE	**RELATED INSTRUCTION HRS.**
A. Electrical	220 Hours
B. Mechanical	220Hours
C.HVAC	165 Hours
D. Fluid Power	110Hours
E. Fluid Dispensing	110 Hours
F. Plumbing	110Hours
G. Construction	55 Hours
H. Fabrication & Welding	55 Hours
Total Classroom Hours	1045 Hours

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Side Letter #3

Facilities HVAC

		OJT Hours	
A.	HVAC 1110 Refrigeration Basic Electrical Troubleshoot, Repair, and Replace HVACR electrical controlled circuits, single phase motors, and starting devices. Able to read ladder and schematic diagrams.	**736**	**1280**
B.	HVAC 1120 Basic Refrigeration Cycle and Physics Principles Troubleshoot, Repair and Replace refrigeration systems utilizing proper HVAC tools and equipment. Able to cut, solder, and braze copper tubing. Pass 608 EPS/CFC certification test.	**736**	**1280**
C.	HVAC1210 Refrigeration Fundamentals & Domestic Units Troubleshoot, assemble, install, service and repair of refrigeration units. Understand properties of refrigerants, piping, layout, and service of small hermetic systems.	**736**	**1280**
D.	HVAC 1220 Reading & Interpreting of HVAC blueprints Read and interpret HVAC blueprints to design. Install HVAC layout, fabricate and install common sheet metal duct fittings.	**230**	**400**
E.	HVAC 2310 Residential & Light Commercial System Start-up, preventative maintenance, service, repair, and installation of residential and light commercial systems including electrical and electronic controls.	**736**	**1280**
F.	HVAC 2410 Air Conditioning Understanding of commercial and residential air-conditioning installation. Able to service refrigerant control devices and compressors.	**736**	**1280**
G.	HVAC 2420 Computer Operated Controls Troubleshoot, repair, and replacement of Programmable Logic Controls/Components. Understanding of Ladder Logic as it applies to HVAC systems.	**230**	**400**
H.	HVAC 1470 Math Basics for HVAC Apply mathematical functions pertaining to HVAC tasks.	**0**	
I.	WLD 1005 Related Welding Perform basic brazing, welding and cutting procedures using arc and acetylene equipment.	**460**	**800**
	Total OJT Hours	**4600**	**8000**

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RELATED TECHNICAL INSTRUCTION MODULARITY UNITS

Related Instruction Classroom Hours			**RI Hours**
A.	HVAC 1110	HVAC IA (Refrigeration Basic Electrical)	**150**
B.	HVAC 1120	HVAC IB (Basic Refrigeration Cycle and Physics Principles)	**45**
C.	HVAC 1210	HVAC IIA (Refrigeration Fundamentals & Domestic Units)	**150**
D.	HVAC 1220	HVAC IIB (Reading & Interpreting of HVAC blueprints)	**45**
E.	HVAC 2310	HVAC IIIA (Residential & Light Commercial Systems)	**150**
F.	HVAC 2410	HVAC IVA (Air Conditioning)	**150**
G.	HVAC 2420	HVAC IVB (Computer Operated Controls)	**45**
H.	HVAC 1470	Math Basics for HVAC	**75**
I.	WLD 1005	Related Welding	**45**
		Total	**855**

SELECTION OF APPRENTICES – Facilities HVAC

Applicants accepted as apprentices shall meet all the following requirements:

A. Apprenticeship openings shall be posted by UTA for at least 48 hours excluding Saturday and Sunday before selections are made for the program. A copy of the posting shall be given to the Union upon request. Preference for selection as an apprentice shall be given to the most senior qualified Helper who applies. An apprentice who withdraws or is cancelled from the program and who retains employment with UTA will, for the purposes of bidding back into the apprenticeship program, hold a seniority position immediately below the least senior Helper at the time of cancellation or withdrawal from the program.

B. Employees who are classified as Helpers within the Shop & Components Discipline will be eligible to bid on an apprenticeship opening after one year in the Helper classification in that Discipline. During the time that employees are classified as Helpers, they will receive the preventive maintenance module and may also receive other training within the apprenticeship program.

C. UTA will determine the number of apprentices in each craft, division, and shift. Apprentices will be selected by seniority from Helpers who apply to the apprenticeship program, and who meet the minimum qualifications for the apprenticeship program. The minimum qualifications shall include completion of the Maintenance Enhancement Program (MET), plus the following minimum qualifications:
    1. The candidate must be 21 years of age
    2. The candidate must have successfully completed UTA's MET program
    3. The candidate must have (a) one year of technical school and two years experience in the industry, have a two-year degree in a related field, or have a military mechanical MOS; or (b) one year of related technical school and one year of related experience, plus satisfactory score on an aptitude test administered by UTA
    4. The candidate must have required tools; and
    5. The candidate must pass a standardized test administered by UTA

The JATC shall verify that employees entering the apprenticeship program meet the minimum qualifications.

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Light Rail Electromechanic

Components Program:	Recommended OJT Hours Minimum	Maximum
PREVENTIVE MAINTENANCE	480	1028
Conducts all Preventive Maintenance inspections (A & B MILEAGE AND TIME BASED) on Light Rail Transit Vehicles in accordance with most current procedures, adhering to all applicable safety and environmental standards.		
ELECTRICAL	720	1096
Troubleshoot, Repair, Replace Light Rail Transit Vehicle Electrical/Electronic Systems and/or components adhering to all applicable safety and environmental standards.		
BRAKE SYSTEMS	450	602
Troubleshoot, Repair, Replace Light Rail Transit Vehicle Brake System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
COUPLERS	370	496
Troubleshoot, Repair, Replace Light Rail Transit Vehicle Couplers and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
TRUCKS	370	496
Troubleshoot, Repair, Replace Light Rail Transit Vehicle Truck and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
HVAC	260	354
Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle HVAC System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
DOORS & RAMPS	500	672
Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Passenger Door & Ramp Units and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
PROPULSION	400	530
Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Propulsion System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
POWER DISTRIBUTION	640	580
Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Power Distribution and/or		

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components in accordance with most current procedures adhering to all applicable safety and environmental standards.

CAR BODY 440 850
Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Car body and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.

COMMUNICATIONS 370 496
Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Communications and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.

VEHICLE CONTROL SYSTEM 400 530
Inspect, Troubleshoot, Repair, Replace Light Rail Transit Vehicle Control System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.

Total OJT Hours 5400 8000

Related Technical Instruction Modularity Units

Classroom Hours

Preventative Maintenance	240
Basic & Advanced Electricity	280
Brake Systems	80
Couplers	80
Trucks	80
HVAC	80
Doors and Ramps	80
Propulsion	80
Power Distribution	80
Car body	80
Communications	40
Vehicle Control Systems	80
TOTAL	**1280**

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Commuter Rail Technician

Components Program:	Recommended OJT Hours Minimum	Maximum
ELECTRICAL & LIGHTING	800	1200
Troubleshoot, Repair, and Replace Commuter Rail Vehicle Electrical Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		
COMPRESSED AIR & FRICTION BRAKES	650	1000
Troubleshoot, Repair, Replace Commuter Rail Vehicle Compressed Air Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		
CAB EQUIPMENT	550	725
Troubleshoot, Repair, Replace Commuter Rail Vehicle Cab Equipment Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		
DOORS	300	425
Troubleshoot, Repair, and Replace Commuter Rail Vehicle Door Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		
HVAC	400	650
Troubleshoot, Repair, Replace Commuter Rail Vehicle HVAC Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		
ROTATING ELECTRICAL	450	650
Troubleshoot, Repair, Replace Commuter Rail Vehicle Rotating Electrical Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		
TRUCKS	400	600
Troubleshoot, Repair, Replace Commuter Rail Vehicle Truck Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		
CARBODY, WATER & WASTE	325	500
Troubleshoot, Repair, Replace Commuter Rail Vehicle Carbody Systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.		

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PRIME ENGINE 700 1100
Troubleshoot, Repair, Replace Commuter Rail Vehicle Prime Engine Systems and/or components in accordance the with most current procedures, adhering to all applicable safety and environmental standards.

COUPLER & DRAFT 250 400
Troubleshoot, Repair, Replace Commuter Rail Vehicle Coupler and Draft Gear systems and/or components in accordance with the most current procedures, adhering to all applicable safety and environmental standards.

HEAD END POWER 575 750
Troubleshoot, Repair, Replace Head End Power Mechanical System and/or components in accordance with the most current procedures adhering to all applicable safety and environmental standards.

TOTAL OJT HOURS **5400** **800**

Related Technical Instruction Modularity Units

Classroom Hours

Course	Minimum Hrs.
1. Electrical	240
2. Compressed Air & Brakes	120
3. Cab Equipment	100
4. Doors	40
5. HVAC	80
6. Rotating Electrical	80
7. Truck	80
8. Carbody, Waste and Water	40
9. Prime Engine	120
10. Coupler and Draft	20
11. HEP Mechanical	80
TOTAL	**1000**

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SELECTION OF APPRENTICES

Applicants accepted as apprentices shall meet all the following requirements:

A. Helpers/TVTs who meet the minimum qualifications of the apprenticeship program may complete an application to become an apprentice. An apprentice who withdraws or is cancelled from the program and who retains employment with UTA will, for the purposes of bidding back into the apprenticeship program, hold a seniority position immediately below the least senior Helper/TVT at the time of cancellation or withdrawal from the program. If at any time there are not enough apprentices in any given business unit, UTA will post openings as described in Article 50: Maintenance Promotions and Bidding.

All applicants must have **ALL** of the following.

A. For Bus Technicians (shop and component) and Body Shop programs; A current, or be able to acquire, valid Class B CDL driver's license and associated endorsements. If under the age of 21, applicant must be able to acquire an Intrastate CDL and must be able to acquire a Class B CDL driver's license once they reach the age of 21.
B. For Facilities programs; A current, or be able to acquire, valid Class A CDL driver's license and associated endorsements.

C. Passed both an aptitude and standardized test determined by UTA. Employees will be able to take both of these tests on UTA time. UTA will pay the standardized test fee, one time, for qualifying employees.

D. The required tools.

All applicants must have **(1) ONE** of the following:

A. Have a 2-year degree in a related field;
OR
B. Have a military MOS;
OR
C. Have one year of related technical school AND one year of related experience;
OR
D. Have 6 months related experience.

The JATC shall verify that employees entering the apprenticeship program meet the minimum qualifications.

MODULE PAYMENT INCORPORATION

Master Technicians will also be eligible for selection as an apprenticeship. Master Technicians will not be eligible for the $0.30 increase for every 6 months as an apprentice as detailed in Schedule A of the CBA, foot note b. Master Technicians will remain at the top Mechanic/Technician/Apprentice wage rate until they graduate from the apprenticeship

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program.

The following wage table is for Apprentices in the Bus Technician, Body Shop, and Facilities Programs: **Time-Based Apprenticeship Increases After 6 months, a $0.30 increase would appear except for the final 6-months which would be paid at $0.29. Total: $1.79**						
Months	6 months	12 months	18 months	24 months	30 months	36 months
Cumulative	$0.30	$0.60	$0.90	$1.20	$1.50	$1.79
Individual Increase	$0.30	$0.30	$0.30	$0.30	$0.30	$0.29

The following wage table is for Apprentices in the Commuter Rail, Light Rail, and MOW Programs: **-Based Apprenticeship Increases After 6 months, a $0.30 increase would appear for 48 months for a total of $2.36**								
Months	6 months	12 months	18 months	24 months	30 months	36 months	42 months	48 months
Cumulative	$0.30	$0.60	$0.90	$1.20	$1.50	$1.80	$2.10	$2.36
Individual Increase	$0.30	$0.30	$0.30	$0.30	$0.30	$0.30	$0.30	$0.26

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 4

Re: Transition of Rail Maintenance Qualifications and Craft Training Pay Rates (previous Article 59 and 60)

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the transition from practices specified in Article 59 (see exhibit A) and Article 60 (see exhibit B) to the Rail Maintenance Apprenticeship program.

The previous language found in Article 59 and Article 60 will remain active until each Rail Apprenticeship program (Trax Maintenance; FrontRunner Maintenance; and Maintenance of Way) has been approved and fully implemented. After implementation of each Rail Apprenticeship program listed above, applicants for open Electromechanic, Coach Technician, or Line and Signal Technician position will reference their respective Rail Apprenticeship Program for Rail Maintenance Qualifications and Craft Training Pay Rates.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This Letter accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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Exhibit A

ARTICLE 59: RAIL MAINTENANCE QUALIFICATIONS

A. Applicant Qualifying Examinations

To qualify for an open Electromechanic, Coach Technician, or Line and Signal Technician position, an applicant must be on the eligibility list or must have completed the required training as agreed to by the parties. UTA will offer qualifying examinations for the Electromechanic and Line and Signal Technician positions at least twice a year. Notification for such testing will be made at least four weeks prior to the tests. Employees who pass the qualifying examination will be placed on an eligibility list in order of seniority with preference given to Maintenance employees. Applicants taking the Electromechanic or Line and Signal qualifying examination will be compensated by UTA for time spent taking the examination based upon their then-current hourly rate of compensation. Applicants who pass the qualifying examination will be offered the position for which they have bid based upon Maintenance seniority. By mutual agreement between the Union and UTA, certain training or experience may be substituted for the qualifying examination as set forth in Section B and C of this Article. If there are no qualified bidders with Maintenance seniority, preference will be given to the qualified applicant with the highest Operations or Parts seniority. Employees who pass the qualifying examination but decline UTA's offer of a Electromechanic, Coach Technician, or Line and Signal Technician Maintenance position will be removed from consideration for the Maintenance position and must rebid in order to obtain such a position.

B. Electromechanic/Line & Signal Technician Qualification Training Program

Employees may become qualified for an Electromechanic or Line & Signal Technician position by attending and successfully completing an Electromechanic or Line & Signal training program at a Community College or other accredited institute of higher education,

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with a minimum grade of a "C" or better.

Employees who participate in such training program will be required to file an Individual Learning Program Agreement with the Maintenance Training Department. The Agreement states: The classes will be attended consecutively. While a minimum of a "C" grade is required in each class, the participant must average a 2.5 GPA in all classes in order to successfully complete the program. Classes will be attended on the employee's own (unpaid) time. UTA will pay for books, tuition, fees, and a parking pass in advance for approved participant.

Upon request, an employee may skip a single semester, provided they have requested the extension and received advance approval from Maintenance Training in writing. Any participant skipping more than one semester or doing so without approval will be dropped from the program. Any participant receiving a grade below a "C" will be dropped from the program. Participants may retake the class at their own expense and reapply to the program if they receive a "C" or better in that class and still maintain a 2.5 overall GPA. If a significant number of individuals wish to participate in the program, UTA may contract with the Community College or other accredited institute of higher education to provide the training at a UTA facility, on the employee's own time.

Admission standards and pre-qualifications will be required by the Community College or other accredited institute of higher education. These pre-requisites are the full responsibility of the employee and are not part of this agreement. Such courses taken for this purpose can be reimbursed through UTA's Education Assistance Program.

C. Line & Signal Technician Qualifications

Employees with the Journeyist Electrician, Master Electrician, Journeyist Lineman, and Journeyist Railroad Signalman trade classifications shall fulfill the minimum

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qualifications for the Line & Signal Technician positions. Such trade classifications will not fulfill the minimum qualifications for any other positions in the Rail Maintenance areas.

Exhibit B

ARTICLE 60: CRAFT TRAINING PAY RATES

Once an applicant has accepted a position as an Electromechanic, Coach Technician, or Line and Signal Technician, he or she will begin extensive craft training to be provided by UTA. Electromechanics, Coach Technicians, and Line and Signal Technicians will be compensated during such training at the greater of their existing wage rate or the top rate for an Electromechanic/Coach Technician/Line and Signal Technician. At the successful completion of craft training and experience, Electromechanics, Coach Technicians, and Line and Signal Technicians will be advanced to the A-Level/Journeyist mechanic rate. During training, the Electromechanic, Coach Technician, or Line and Signal Technician will be assigned to shifts and schedules as needed to obtain necessary instruction and on-the-job-training.

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 5

Re: Diesel Mechanic Scholarship Agreement

Dear Mr. Dunn:

UTA shall established a Diesel Mechanic Scholarship Program "Program" that provides a total of 30 Diesel Mechanic scholarships and 3 Body Shop Mechanic scholarships for full tuition for a two year Diesel Mechanic Program or Body Shop Mechanic Program approved by UTA. Candidates for the "Program" will be selected based upon their seniority, subject to successful completion of probation and testing. Employees who voluntarily quit will be required to repay their tuition assistance received within the 24 months preceding their separation. All courses of study must be taken during non-working hours.

Employees selected to participate in this scholarship program will be required to file and have approved an Individual Learning program agreement with the Maintenance Training Program.

To be eligible for the "Program", an employee must be currently employed by UTA, pass their probationary period and pass an aptitude test administered by UTA. The "Program" will be made available to all Maintenance department employees by seniority.

Any unused scholarships will be made available to all bargaining unit employees and awarded in accordance with their Parts and Operations seniority.

Employees will be required to remain within their craft for a period of 24 months following receipt of the last disbursement of scholarship funds.

Upon request, an employee may skip a single semester, provided they have requested the extension and received advance approval from Maintenance Training in writing. Any individual skipping more than one semester or doing so without approval will be dropped from the program.

Any participant receiving a grade below a "C" will be dropped from the program. Participants may retake the class at their own expense and reapply to the program if they receive a "C" or better in that class and still maintain a 2.5 overall GPA.

Admission standards and pre-qualifications are required by the college, and include an admissions test, math skills and other requirements as determined by the college. These pre-requisites are the full responsibility of the employee and are not part of this Agreement.

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If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This Letter accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite B
Salt Lake City, Utah 84119

Side Letter No. 6

Re: Drug And Alcohol Testing

Dear Mr. Dunn:

This letter summarizes the agreement between Utah Transit Authority and the Amalgamated Transit Union, Local 382, regarding drug and alcohol testing of bargaining unit employees. The parties agree to the following:

Recitals

The Utah Transit Authority (”UTA”) and the Amalgamated Transit Union, Local 382 (the “Union”), hereinafter collectively referred to as “the Parties”, hereby agree to the terms of this Side Letter to the Collective Bargaining Agreement which supersedes the December 11, 1998 Drug and Alcohol Side Letter and all prior drug and alcohol testing Side Letters.

The Parties share concern and consideration regarding the problem of drug[1] and alcohol use in society and in the workplace. We have adopted shared interests as stated below, which have guided the development of this Side Letter and should guide any future interpretations of this Side Letter.

The Parties jointly express that our first and foremost concern is for the safety of our riding passengers, the other users of the highways and rail system, and UTA employees.

The Parties recognize that UTA and certain of its employees are subject to federal drug and alcohol testing requirements, as set forth in 49 C.F.R. Parts 40 and 655 (hereinafter, the “FTA Regulations”) and the Parties agree to adhere to the requirements of those Regulations.

The Parties recognize that the Collective Bargaining Agreement, generally accepted management practices and specific past practice at UTA, gives UTA management the right to administer complete physical exams to UTA employees, and that it is the employee’s obligation to cooperate fully in these exams. This procedure of giving exams is intended to protect the employee as well as the public. The exams should be conducted in such a manner

1 The terms drug, illegal drug, illicit drug, and/or controlled substance will be construed in this Side Letter to include, without limitation, narcotics, central nervous system stimulants or depressants, sedatives, anti-anxiety agents, hallucinogens, volatile hydrocarbons and petroleum derivatives, belladonna alkaloids, marijuana, hashish, synthetic (designer) chemicals, and all other controlled, habit forming or performance altering substances.

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as to ensure factually correct exam results.

The Parties recognize that UTA has the right to continue to publish, administer, and enforce drug and alcohol policies and procedures applicable to bargaining unit employees. Such policies and procedures will include matters that may or may not be specifically addressed in this Side Letter, including, but not be limited to, matters relating to prohibited substances, treatment requirement, testing procedures, role of the substance abuse professional, voluntary rehabilitation, defined positive test results, and consequences of positive test results. Any such policies or procedures will be construed and applied in a manner consistent with this Side Letter and the Collective Bargaining Agreement.

Testing

Reasonable Cause Testing. UTA may require an employee to undergo a drug and alcohol test when facts, circumstances, evidence, physical signs or symptoms, or a pattern of performance or behavior would cause a supervisor or manager to conclude that an employee may be intoxicated, has diminished ability, or is under the influence of a prohibited substance. This testing is separate from, and in addition to, UTA's right to test in accordance with FTA's reasonable suspicion testing.

Post-Accident Testing.

I. Vehicle-Related Post Accident Testing.

An employee will be required to undergo a drug and alcohol test if:

(1) as required under the FTA regulations, the employee is involved in an accident. An "accident", as that term is defined in those Regulations, means an occurrence associated with the operation of a vehicle if, as a result:

a. an individual dies;

b. an individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;

c. with respect to an occurrence in which the UTA vehicle involved is a bus, electric bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle; or

d. with respect to an occurrence in which the UTA vehicle involved is a rail car, trolley car, trolley bus, or vessel, the UTA vehicle is removed from revenue service; or

(2) if, in the estimation of the investigating supervisor, there are circumstances that would give reason to test; examples of such circumstances are:

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a. a violation of defensive driving rules or training;

b. a violation of motor vehicle laws or rules; or

c. a violation of a standard operating procedure or work rule relating to the operation of a UTA vehicle.

Except as required under the FTA Regulations, an employee will not be required to undergo a drug and alcohol test in the event of an incident involving injury to a third person that occurs while a transit vehicle is stopped nor an incident involving injury to a third person that occurs away from, and does not involve any contact with, a transit vehicle.

Non-Vehicular Industrial Accident Testing.

Employees will be required to undergo drug and alcohol testing if they are involved in a non-vehicular industrial accident that involves a person receiving medical treatment for a work-related injury at a medical facility.

A. An employee will immediately report the work-related injury to the Workers' Compensation Administrator or to the employee's immediate supervisor; and

B. UTA will conduct testing as follows:

1. UTA will ensure that the employee is tested for alcohol as soon as practicable within eight hours after the person reported the accident if the employee immediately reports an industrial accident to the Workers' Compensation Administrator or to the employee's immediate supervisor or manager; and

2. UTA will test the employee for drugs as soon as practicable within 32 hours after the employee reported the accident if the person immediately reports an industrial accident to the Workers' Compensation Administrator or to the person's immediate supervisor or manager.

Return to Duty Testing. All employees who previously tested positive on a drug or alcohol test must test negative and be evaluated and released to duty by the UTA-designated substance abuse professional before returning to work. Such employees will be required to undergo frequent unannounced follow-up drug and/or alcohol testing as specified by the substance abuse professional and for the period of their return-to-work agreements (up to 60 months).

Fitness for Duty Testing. In accordance with Article 20 of the Collective Bargaining Agreement, UTA may require an employee to submit to a physical examination by a physician selected and paid by UTA. If UTA requires a fitness for duty examination pursuant to Article 20, UTA may also require the employee to submit to drug and alcohol testing if:

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(A) the physician has reason to believe that the employee should be tested for drugs or alcohol; or

(B) the physician cannot conclude that a physical reason unrelated to drugs or alcohol caused, or is causing, the concern that led to the fitness for duty examination.

However, if UTA requires a fitness for duty examination pursuant to Article 20, UTA may not also require the employee to submit to drug and alcohol testing if the physician concludes that the reason for the concern that led to the fitness for duty examination is a physical impairment unrelated to drugs or alcohol.

Management Right to Require Medical Evaluations. This Side Letter will not be construed to limit UTA's right to require medical evaluations, but UTA will do this in a reasonable manner.

Union Review of Testing Procedures. UTA has established and will monitor testing and evidence custody procedures. The Union may review and provide input on these procedures to assure appropriate handling of samples and correct test results. These procedures are assumed to be valid and any change made will be implemented from that point on and will not impact test results which occurred before the procedural changes.

Transportation. UTA will provide for transportation to the residence of an employee who, as a result of drug or alcohol testing conducted after the end of the employee's regularly scheduled shift, does not otherwise have transportation home. UTA will compensate an employee at the employee's regular rate of pay, including applicable overtime required by law, for time spent traveling to and from a UTA-designated drug and alcohol testing site if such travel is required before or after the employee's regularly scheduled shift, except that no such compensation will be paid to an employee undergoing return-to-duty or follow-up testing following a positive test result.

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Test Results

This Side Letter is intended to encompass the complete issue of drug use and misuse. The failure to specifically mention a drug or substance should be assumed to mean that drug or substance falls into the category of "prohibited substance other than marijuana or alcohol" as an illicit or controlled substance.

Testing Procedures. The Parties agree to apply the federal regulations concerning drug and alcohol testing contained in the FTA Regulations. The Parties agree to jointly select the Medical Review Officer (MRO) to be used during the term of this Side Letter.

Split Samples. All urine samples, for all types of tests, will be collected using the split sample method set forth in 49 C.F.R. Part 40, as amended or superceded.

MRO Review. As set forth in the FTA Regulations, all positive laboratory drug tests shall be privately reviewed by a MRO before a test result will be considered positive. This procedure shall be used for all types of testing.

Positive Marijuana Test Results. If an employee's sample is found to contain marijuana, the employee will immediately be taken out of service and placed on an approved leave without pay. In order to return to work, the employee may take a second exam anytime within 30 days. If the results of the second exam show no presence of marijuana, then the employee will be eligible to agree to a Return-to-Work Behavioral Agreement and resume their regular duties. If the results of the test of the second sample show presence of marijuana, but less than the previous sample, then the employee will be allowed to wait for a period not greater than 30 days and submit to another test. If the results of the second exam show presence of marijuana greater than the previous sample or shows the presence of any other prohibited substance, the employee will be terminated.

Positive Drug Test for Other Than Marijuana. An employee with a positive drug test for any prohibited substance other than marijuana or alcohol will receive a suspension without pay for 21 calendar days. In order to return to work, the employee must take a second exam following the suspension. If the results of the second exam show no presence of any prohibited substance, then the employee will be eligible to agree to a Return-to-Work Behavioral Agreement and resume their regular duties. If the results of the second exam show presence any prohibited substance, the employee will be terminated.

Positive Alcohol Test Results. A positive breath alcohol test means a level of 0.02 or greater. UTA may require an employee with a confirmed alcohol test level of 0.02 to 0.03999 to sign a Return-to-Work Behavioral Agreement, pass a subsequent alcohol test, and pass an evaluation by a substance abuse professional, as a condition of returning to work.

No employee shall consume alcohol within five hours before reporting for duty or consume or be under the influence of alcohol while at work or on UTA property. No employee shall be in possession of an opened container of an alcoholic beverage while at work (including breaks and lunches) or on UTA property. No employee shall transport any alcohol in an UTA vehicle or distribute, transact or sell alcohol while at work or on UTA property. Failure to

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adhere to a requirement of this paragraph may result in the termination of the employee.

Return-to-Work Behavioral Agreement. A Return-to-Work Behavioral Agreement will at a minimum include an agreement to not use illegal or illicit drugs including marijuana, and alcohol, an agreement to submit to future testing, an agreement to no future positive test results, an agreement to participate in and submit continuing documentation from a UTA-approved drug treatment or counseling program, and an agreement that a subsequent positive test will constitute notice of the employee's resignation from UTA.

Medication Reporting

An employee who is taking a properly prescribed drug that has been approved by the employees' physician for use while working, but who fails to submit a medication reporting form to UTA within seven days of returning to work, will be relieved from duty without pay. The employee may return to work upon submission of a completed UTA medication reporting form.

Employee Assistance Program

The Parties agree to continue the Employee Assistance Program throughout the term of this Side Letter.

Discipline Review and Arbitration

Neither the Union nor any employee may seek a discipline review of, nor arbitrate, a termination based on:

(A) the employee incurring a positive marijuana sample within 30 days after the prior positive sample, when the results of the second sample are greater than the results of the first sample;

(B) except as provided in paragraph (A), the employee incurring a positive return-to-work test for a prohibited drug following a prior positive test;

(C) the employee violating a procedure of, or discontinuing, a UTA-approved treatment or counseling program entered into by the employee following a positive test for marijuana or another prohibited drug; or

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(D) the employee testing positive for alcohol, marijuana, or other illegal or illicit drugs contrary to a Return-to-Work Behavioral Agreement, except that the Union or an employee may seek a discipline review of, or arbitrate, a termination of the employee based on such a positive test if the test was a reasonable cause test or a fitness for duty test, as each such test is described in this Side Letter.

Except as specifically limited in this Side Letter, the Union shall maintain the rights of discipline review and arbitration as established under the Collective Bargaining Agreement.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 38

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 7

Re: Lateral Transfers and Shift Bids for Transit Vehicle Technicians

Dear Mr. Dunn:

This letter acknowledges the agreement between the ATU Local 382 and UTA regarding lateral transfers and shift bids for Transit Vehicle Technicians (TVT). In the event UTA hires a TVT who does not meet the minimum age requirement to possess a CDL with a passenger endorsement, should that TVT later bid on a lateral transfer to a different shift or division, they will have to meet the specific CDL requirements for that specific shift or division to be eligible for the lateral transfer. UTA is the sole judge of the CDL requirements for each shift and division.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 8

Re: Operators Trading Shifts

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU) Local 382, regarding Operators trading work. The parties agree to the following:

Each Business Unit may elect on a trial basis to allow Operators to trade work. UTA management will establish the criteria for which the trade is allowed and all trades must be approved in writing by UTA Operations Management.

Operators who trade work, waive all contractual overtime premiums and minimum guarantees. The ATU or UTA may abolish this program at any time.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 9

Re: Protective Footwear for Frontrunner and TRAX Operators

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU) Local 382, regarding protective footwear requirements for Frontrunner and TRAX Operators. The parties agree to the following:

UTA will provide Frontrunner and TRAX Operators with an allowance to purchase protective footwear from a vendor of their choosing, provided that the footwear meets the protective footwear criteria list. After each employee reaches their anniversary date UTA will award to the employee a footwear allowance to their current uniform allowance P-Card. This allowance is non-cumulative. Employees shall maintain their protective footwear in good repair without excessive tears, sole, toe, or heel damage. Employees with exceptional needs such as requiring prescription boots, winter boots, or needing replacement of damaged boots within one year of purchase may be eligible for additional consideration. Such needs will be decided on a case-by-case basis with final approval being made by the manager or executive. All other terms and conditions of Article 33, Appearance and Uniforms are applicable.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

_____
Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

_____
UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No.10

Re: TRAX Operator External Hires – Transfers

Dear Mr. Dunn:

The Utah Transit Authority will begin hiring TRAX Operators from external candidates due to a limited number of interested or qualified internal applicants. The authority will continue to hire from the TRAX Operator roster prior to hiring from the outside, as required by Article 45 of the Collective Bargaining Agreement (CBA).

The UTA and ATU have agreed on the following changes to the CBA in order to address this new practice. TRAX Operators will be eligible to transfer to Fixed Route or Flextrans consistent with the language in Article 48 of the CBA, Transfers Between Flextrans and Fixed Route. If an operator is offered a transfer and there are not enough TRAX Operators or individuals on the TRAX Operator roster to operate the system, the TRAX Operator scheduled to transfer shall remain in TRAX until a replacement TRAX Operator is trained.

The parties also agree that the language in Article 47 of the CBA referring to November/ December Change Day bid will only apply to TRAX Operators who have previously worked as a Fixed Route Operator.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

UTA Legal Counsel

_____
Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 11

Re: Transit ASE Certification Pay for Bus Journeyist and Bus A-Level Mechanics

Dear Mr. Dunn:

The Utah Transit Authority will pay any Bus Journeyist and Bus A-Level Mechanic an additional $0.50 per hour for each ASE certification attained. (H2 Transit Bus Diesel Engines, H4 Transit Bus Brakes, H6 Transit Bus Electrical & Electronic Systems, H7 Transit Bus Heating Ventilation and Air Conditioning). Bus Journeyist and Bus A-Level Mechanics who obtain all four certifications will be paid a total premium of $2.00 per hour. Bus Journeyist and Bus A-Level Mechanics who obtain all four certifications will be classified as a Master Journeyist. To receive this pay and title the mechanic must remain ASE certified. ATU and UTA reserve the right to negotiate similar premiums in other crafts.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 12

Re: Body Shop ASE Certification Pay for Body Shop Journeyist and Body Shop A-Level Mechanics

Dear Mr. Dunn:

The Utah Transit Authority will pay any Body Shop Journeyist and Body Shop A-Level Mechanic an additional $0.50 per hour for each ASE certification attained. (B2 Painting and Refinishing, B3 Non-Structural Analysis and Damage Repair, B4 Structural Analysis and Damage Repair, B5 Mechanical and Electrical Components). Body Shop Journeyist and Body Shop A-Level Mechanics who obtain all four certifications will be paid a total premium of $2.00 per hour. Body Shop Journeyist and Body Shop A-Level Mechanics who obtain all four certifications will be classified as a Master Journeyist. To receive this pay and title the mechanic must remain ASE certified. ATU and UTA reserve the right to negotiate similar premiums in other crafts.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

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David Wilkins
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Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 13

Re: Premium Pay Program for Line and Signal Technicians

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union Local 382 regarding the creation of a premium pay program for Line and Signal Technicians. The parties agree to the following:

1. UTA will pay Line and Signal Technicians an additional $1.00 per hour for the successful completion of the Union Pacific Railroad Signalman School offered through the Salt Lake Community College. Employees eligible for this program will complete each of the four phases designated below and the following criteria are applicable.

Phase 1 - Basic Signaling Theory
Phase 2 - Grade Crossing and Equipment
Phase 3 - Railroad Signaling Relays and Equipment
Phase 4 - Coded Track Circuits and Related Equipment

a. Participants must have topped out at the A-Level/Journeyist mechanic rate in order to receive the additional $1.00 per hour as outlined in Section 1 of this agreement.
b. All four phases will be attended consecutively.
c. A minimum of a 75% is required in order to pass each phase.
d. UTA will pay for books, tuition, and fees for approved participants.
e. Participants may attend classes on (paid) company time provided they abide the conditions of this agreement.
f. Any participant receiving a grade below a 75% will be dropped from the program. Participants may then be disqualified or required to retake the test and/or class depending on Union Pacific's discretion. Disqualified employees will be dropped from the program for a period up to one year.

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2. UTA will pay Line and Signal Technicians an additional $1.00 per hour for the successful completion of the Lineman-Cableman's Training Basics course offered through the Railroad Educational Bureau. Employees eligible for this program will complete each required test as designated by the Railway Educational Bureau. The following criteria are applicable.

a. In order to be eligible for the Lineman-Cableman's Training Basics course participants must first successfully complete the Union Pacific Railroad Signalman School as outlined in Section 1 of this agreement.
b. A minimum of a 70% is required in order to pass each test.
c. UTA will pay for books, tuition, and fees for approved participants.
d. Classes and/or tests will be completed on the participants own (unpaid) time.
e. Any participant receiving a grade below 70% will be dropped from the Lineman-Cableman's Training Basics course. Participants may retake the class and/or test at their own expense and reapply to the program if they receive a 70% or better.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 14

Re: Flexible Route /Route Deviation for Salt Lake County

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union, Local 382 regarding the operation of flexible routes. The parties agree to the following:

Parties agree that Flextrans Operators, covered by the Collective Bargaining Agreement between ATU and UTA, will continue to operate flexible service routes (route deviation) in the Salt Lake County service area.

Route deviation affords a degree of demand response service for customers. Additionally, this service provides flexible routes that deviate from specific location points on a schedule in order to provide demand response service for customers.

Flexible or deviated routes/runs will be identified separately at run cut and change days and bid by operators along with other Paratransit work.

At least annually, UTA will review data and related scenarios with ATU concerning flexible routing runs and its impact to the community and the workforce.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

_____
Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

_____
UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 15

Re: Change Day/Work Schedule Review Process

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the Change Day/Work Schedule Review Process. The parties agree to the following:

Bid Debrief Meeting

Within 30 days following each Change Day, the UTA and ATU will conduct a meeting within each business unit to debrief the previous bid (The "Debrief Meeting"). The ATU will appoint representatives who worked in the bid room during the Change Day to attend the Debrief Meeting. UTA will pay for the time spent for ATU Representatives who worked the bid (up to 6 at SLBU and up to 2 in all other Business Units) to attend and participate in the Debrief Meetings at their regular straight time hourly rate.

Headways Review Process

On the first Monday following each Change Day, UTA will provide the Union with a copy of the headways for the current Change Day that just started. Included in the Headways will be the “Snow Routing Detour” maps. The “Snow Routing Detour” maps will be part of this process throughout the remainder of this process. The Authority reserves the right to change “snow routing” if the routing is no longer safe due to road conditions. In the SLBU, the Union will appoint three representatives, who will each receive eight hours of straight-time pay, each to provide feedback and propose changes to the SLBU Operations Planning Representatives. At least 104 days before the next Change Day, the Union-appointed representatives will meet with the SLBU Operations Planning Representatives to discuss the feeback and proposed changes. The Union-appointed representatives will be paid straight-time for attending these meeting.

At least 97 days before the next Change Day, the SLBU Operations Planning Representatives will meet with the Union-appointed representatives to inform them of proposed changes made, and give reasons for proposed changes not made. The Union-appointed representatives will be paid straight-time for attending these meetings.

Blocking Meeting #1

At least 72 days before the Change Day, the SLBU Operations Planning Representatives will provide the Union with Blocks. In the SLBU, the Union will appoint three representatives,

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who will each receive six hours of straight-time pay to review the Blocks. At least 65 days before the Change Day, the SLBU Operations Planning Representatives and three Union-appointed representatives will meet. The Union-appointed representatives will be paid straight-time for attending these meetings. The SLBU Operations Planning Representatives will consider the Union's recommedations, make changes where possible, and give reasons for proposed changes not made.

Run Cut Meeting

UTA will provide the ATU appointed Representatives with the preliminary run cut scenarios in advance of the run cut meetings so they have enough time to review them and come to the meeting prepared for discussions. The preliminary run cut scenarios will be provided to the ATU appointed representative no less than five (5) days before the scheduled run cut meetings(s) not counting CBA recognized holidays as part of those five (5) days. The SLBU will pay three ATU appointed representatives and the other Business Units will pay up to two ATU appointed Representatives eight hours each in order to go through the run cut scenarios and prepare for the upcoming run cut meeting.

UTA and ATU agree to hold a meeting with each Business Unit prior to each Change Day for the purpose of discussing run cut scenarios. ATU has the right to appoint three representatives for the SLBU meeting and up to two ATU representatives for each other Business Unit meeting (the "ATU Appointed Representatives"). UTA will pay for the time spent by the ATU Appointed Representatives to attend the run cut meetings at their regular straight time hourly rate. Both the UTA and ATU agree to appoint individuals to attend the run cut meetings who have enough time and interest to do the work required to make the meeting productive. UTA will provide the ATU Appointed Representatives with the run cut scenarios in advance of the run cut Meeting so they have enough time to review them and come to the meeting prepared for the discussion.

Consistent with past practices, UTA agrees to discuss, among other things, routes which may not have adequate layover time, with the ATU. By mutual agreement of both parties, the above timelines and days cam be changed as parties deem necessary.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,
UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 16

Re: FrontRunner Operator Decertification with Pay

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding FrontRunner (FR) Operators working during their first FRA mandated decertification and suspension period.

Supporting Information

CFR 240.117(b) through (c)(1) and (c)(2) describes the type of Operator that is eligible for this agreement. The six rule violations for which a FR Operator maybe be decertified are identified in CFR 240.117 (e)(1) through (e)(6).

If an Operator is decertified, the suspension for the first offense shall be for a period of one month (see 240.117 (g)(3)(i)). The CFR allows UTA to reduce the decertification period by half (see 240.117(h)(5)). UTA may or may not reduce suspension periods by half. Each instance will be handled on a case by case basis.

An Operator who has had a first offense and has another offense within 24 months of the first offense, will not be eligible for the terms of this agreement. An operator who has a first offense and has another offense after 24 months of the first offense, will be eligible for the terms of this agreement.

Agreement

A FR Operator who commits a first offense of one of the operating practices listed in CFR 240.117 (e)(1) through (e)(4) shall be eligible to choose one of the following options during their suspension period:

A. Perform work and duties as assigned by UTA for the entire suspension period.
   OR
B. Serve all of the required suspension period using allotted vacation and/or accrued personal time and/or unpaid leave.
   OR
C. A combination of A and B. to be determined by the Operator prior to the start of the suspension

IF an Operator chooses to work part or all of their suspension period:

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- UTA will determine the tasks and duties that an Operator will perform. Assigned duties will not take the place of other bargaining unit employees in Maintenance or Parts.
- UTA will pay 90% of the employee's regular wage for work performed.
- The Operator will work their normal bid shift and days off during this period, limited to 40 hours per week.

At any time during the suspension period, if UTA has no work for an Operator to perform the Operator will be sent home, and the Operator may use accrued vacation, personal time, and/or unpaid leave to cover days that work is not performed. If work becomes available, UTA will notify the Operator twelve hours prior to the normally scheduled shift and will give the Operator the option to accept the work.

The following Operators are not eligible to select Options A, B, or C identified above:

- An Operator who is engaged in behavior or actions that caused him/her to violate 240.177 (e)1 through (e)(4)
- An Operator who violates CFR 240.117 (e)(5) (tampering with or knowingly operating a train with a defective safety device) or CFR 240.117 (e)(6) (using or carrying alcohol and or controlled substances).
- An Operator who has had a first offense under CFR 240.117 (e)(1) through (e)(6)and has a second offense within 24 months following the first offense. However, an Operator who has a first offense and has a second offense more than 24 months after the first offense will be eligible to select Options A,B, or C identified above to apply to the suspension period.

If there are any relevant changes to this CFR or other Federal Rules, UTA and the ATU will handle them outside of this agreement.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 17

Re: Lump Sum Signing Bonus

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union, Local 382 regarding UTA's lump sum signing bonus to employees. The parties agree to the following:

Within 30 days of both the ATU and the UTA ratification, UTA will make a one-time lump sum signing bonus to Full-Time employees of $1000 and to Part-Time employees of $500. In order to be eligible for the one-time lump sum signing bonus, employees must be employed in the bargaining unit on the date of ratification of this agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 18

RE: Maintenance Internship Pilot Program

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union, Local 382 (ATU) regarding the establishment of maintenance internships in the maintenance crafts.

Purpose

The purpose of establishing internships is not to replace bargaining unit positions. The internship pilot program (program) is intended to provide limited hands on experience to interns and to provide the UTA maintenance department another option for recruiting talent from bonafide maintenance trade programs. The option of recruiting using an internship program allows UTA to hire employees right out of college before they accept jobs with our competitors and will increase the likelihood of UTA being a potential candidate's first choice for employment. There is a large number of current UTA mechanics eligible for retirement in the next 5 years, this program will allow UTA's current employees to educate and help attract future employees that they know are skilled and capable to do the work.

The parties acknowledge the efforts of the ATU and the represented maintenance employees in helping advance the efforts of the State of Utah to increase the interest in the maintenance trades and crafts and helping ensure continued success of UTA.

Internships

Internships are intended to provide individuals pursuing education in the maintenance trades with practical application of mechanical skills with exposure to the different maintenance crafts. High school level interns are expected to observe and learn about the maintenance crafts. College and trade school level interns enrolled in a bonafide maintenance trade program, related to the work performed at UTA, will be expected to act professionally and perform limited hands on tasks under the direct supervision of an experienced bargaining unit mechanic. Interns will not perform tasks on their own.

Agreement

- UTA may establish temporary internships within the maintenance crafts.
- Maintenance internships are not subject to any of the rights established in the Collective Bargaining Agreement (CBA).
- No intern wage will exceed the hourly rate of any bargaining unit Employee.
- No intern will independently perform argaining unit tasks.
- No Bargaining Unit Employee will be disciplined for the behavior of an intern.

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- UTA will collect feedback from Maintenance Training regarding the program. The parties at the union's request will meet quarterly during the first year to review the program and thereafter annually or upon request.
- Interns' weekly time at UTA will not exceed 29 hours.
- Internships are intended to coincide with bonefide maintenance trade programs and schedules which last approximately 12 months.
- Interns' experiences will not hinder the work needed by UTA employees to meet training expectations or apprenticeship modules.
- In the unlikely event of layoffs UTA will layoff paid maintenance interns before any bargaining unit employee.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

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David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 19

Re: ATU/UTA Working Conditions Meeting

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the ongoing commitment to discuss working conditions at UTA. The Parties agree that:

- On or before July 1st of each year of this contract, UTA and ATU will meet to discuss working conditions as UTA begins budget and goal preparations for the following year.
- Participants will be the CPO, COO, HR & Labor Relations Director, one RGM assigned by UTA, the Union President, the Union Vice President, the Union Treasurer, and the Union ABA of Maintenance and Operations.
- This meeting is not intended to replace or restrict either sides' ability to address or discuss working conditions at any other time, but to enhance and continue both parties' shared interests in a formal and planned meeting.
- Both Parties agree to work collaboratively on considering innovative solutions to ongoing or emergent issues.

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
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Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Rod Dunn, President / Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite, G
Salt Lake City, Utah 84119

Side Letter No. 20

Re: UTA Onsite Clinic

Dear Mr. Dunn:

This letter reflects our agreement to allow Bargaining Unit employees and dependents enrolled in a UTA health insurance plan to participate in the Onsite Health Clinic UTA may establish in Fall. The Onsite Clinic offered will be funded solely by the UTA, using no funds from the Joint Insurance Trust, therefore not subject to the Joint Insurance Committee noted in Article 25 of the parties Collective Bargaining Agreement.

If UTA chooses to open the Onsite Health Clinic, parties have agreed to the following terms:

- Doctor/patient privilege applies to anyone using the clinic(s).
- ATU will appoint a representative to serve on any provider recruitment selection panel.
- At least two times per year UTA will meet with the ATU to discuss the clinic performance. During these meetings, UTA will provide any reports to the Union that are created concerning the bargaining unit employee utilization, including usage statistics, and overview of specific services utilized, and copies of any reports concerning the bargaining unit.
- UTA will give the Union 60 days-notice before closing any clinic to allow time for the Union and UTA to discuss potential alternatives.

Nothing in this agreement commits the Authority to offer a health clinic or maintain one if one is established.

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If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

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Jay Fox
Executive Director

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Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

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[date]

Rod Dunn, President / Business Agent
Amalgamated Transit Union, Local 382
2261 South Redwood Road, Suite, G
Salt Lake City, Utah 84119

Side Letter No. 21

Re: Rail Apprenticeship Programs

Dear Mr. Dunn:

The FrontRunner and MOW Maintenance Apprenticeship Programs will have the outline of an Apprenticeship Program with the modules and hours identified submitted to UTA and the Union Bargaining Committees for approval. Once the UTA and Union Bargaining Committee approve the submitted information, an outline of the program(s) will be submitted to the USDOL for apprenticeship approval no later than January 31, 2021. No later than 30 days after the programs' outline is submitted to the USDOL for approval, the first group of maintenance employees will begin training in their first program's modules.

The same criteria as above will apply to the TRAX Maintenance Apprenticeship Program with the change being their outline with modules and identified hours will be submitted to the UTA and the Union Bargaining Committees for approval, and an outline of the program submitted to the USDOL no later than April 1, 2020.

(Bridging language concerning Article 59 and 60, and crafting language for adding the training programs to Side Letter #3):
When the Rail Maintenance Programs in their respective group begin training the maintenance employees in their first module, UTA and the ATU will meet to discuss amending the language in Articles 59 and 60, and crafting language for amending Side Letter #3 or adding additional Side Letters to incorporate the FrontRunner, MOW, and TRAX Maintenance Apprenticeship Programs into the Collective Bargaining Agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

This statement accurately reflects our agreement:

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 22

Re: Medical Insurance Information

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU Local 382) regarding medical insurance decisions made by the Joint Insurance Committee (JIC), in addition to the contractual agreements in Article 25:

- Year 1of 2023-2024 plan year, there will be no increases to the employee's out of check premiums.
- Year 1 of the 2023-2024 plan year, there will be no changes to the decrements of the insurance plans.

The JIC also agreed to following:

- Bariatric surgery is added as part of the insurance Plan for both Carriers.
- Employees now have the opportunity to add Domestic Partners to that Employee's Insurance Plan provided the Plan's Carrier's requirements are met and satisfied before the Domestic Partner can be added.
- Employees do not have to deplete their Paid Time Off (vacation, personal time, and floating holiday) before receiving qualified Short-Term Disability (STD) benefits.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 23

Re: Operator Safety and Wellbeing

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the ongoing commitment to Operator Safety and Wellbeing.

Below is a list of safety items that the UTA and ATU will look into to improve operator safety and wellbeing. The following list is not all inclusive and does not preclude either party from adding additional items to the list in the future:

- Safety and security posters/signage will immediately be designed by both the UTA and Union working together, and then placed in noticeable locations on buses where passengers will be able to notice and read them instantly.
- Installing barriers, agreed upon by both parties, in buses and assign them to routes that experience more incidents and problems than other routes in the system.
- Moving EOL's, bus stops, and "hold time" areas out of unsafe locations.
- Placing pictures of trespassed individuals in all BU's. Discussing posting pictures of other offending passengers that may not have been trespassed.
- Review TCC's process when handling an Operator's calls for assistance. Both parties want to ensure the Operator's and passengers' safety is treated as the most important issue and that assistance is sent quickly.
- Sending "all-call" messages to other Operators when a passenger/member of the public has been reported as threatening or unruly to an Operator or the transit system.
- Ensuring green sheets, incident report, police reports, and other information is provided to the ATU in a timely manner. This information will be used to assess hot spots and other safety issues and to assist them in their responsibility of addressing safety issues

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

Jay Fox
Executive Director

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

[date]

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 24

Re: Operator Safety and Wellbeing Task Team

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU) Local 382 regarding the ongoing commitment to establish an Operator Safety and Wellbeing Task Team.

- No later than August 2023, UTA and ATU will form a task team consisting of UTA and ATU members (not less than 10 total) to focus on Operator Safety, Health, Mental Health and Wellbeing.
- The ATU members will be appointed by the ATU leadership and the UTA Labor Office will appoint the UTA members.
- The Labor office and ATU leadership will establish a charter for this task team. The charter will layout who is on the team, team members responsibilities, and what the team will focus on.
- This task team is not intended to replace or restrict either sides' ability to address or discuss Operator safety, health, mental health, and wellbeing at any other time or in other venues, but to enhance and continue both parties' shared interests in developing and providing ideas and solutions.
- Both Parties agree to work collaboratively on considering innovative solutions to ongoing or emergent issues.
- This Committee will give recommendations, ideas and updated reports to the ATU Union Office and the UTA Labor Relations Office. Items from this group may be added to the list in sideletter 23.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
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Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

Mr. Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382
2261 S. Redwood Road, Suite B
Salt Lake City, UT 84119

Side Letter No. 25

Re: FTA Mandated JSC Charter

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the implementation of the FTA Mandated TASP.

This letter acknowledges that both parties have agreed to the TASP as sent to the FTA for the year 2023. This memo also indicates that there are additional items that need to be addressed to improve how the JSC communicates, functions, and shares information.

Specifically, there are items that the committee needs to address not limited to only what is listed below:

- Assault mitigation.
- The creation of a charter to govern the committee and implementation and workings of the TASP by the end of second quarter 2023.
- What data will be gathered, measured, and how it will be used to make decisions.
- Timely and regular flow of safety related information and data to the ATU Local 382 as requested.
- Deeper review of the TASP and its role out.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

DocuSign Envelope ID: 0FA048B9-87F6-4650-916E-763EDED6CEFE

This statement accurately reflects our agreement:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Rod Dunn, President/Business Agent
Amalgamated Transit Union, Local 382

UTA Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

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

TITLE:

R2023-04-02 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs through April 30, 2024

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Adopt Resolution R2023-04-02 authorizing the Chief People Officer (CPO) to sign non-procurement agreements with benefit providers for programs or services for the benefit year beginning May 1, 2023 ending April 30, 2024, which are generally 100% paid by the employee and require no expenditure of public funds, make no commitment on the part of UTA regarding cost, product or service endorsement, or level of participation, are deemed to be of value to a significant number of UTA employees, and are consistent with the employee paid benefit programs provided by other similar organizations.

BACKGROUND:
UTA offers several voluntary benefits where the premiums are generally 100% funded by UTA employees. These products were identified as valuable benefit offerings through UTA's benefit consultant group, GBS. These products are provided at a minimal cost to UTA and help enrich the benefit offerings.

DISCUSSION:
Because these products are evaluated yearly, UTA is asking the Board to authorize the CPO, after legal review, to sign the non-procurement agreement to continue benefit offerings for the period of time beginning May 1, 2023 through April 30, 2024. The authorization would only allow the CPO to sign agreements that meet the above criteria. In the one case of the medical flexible spending, there may be a minimal cost to UTA when an employee terminates from UTA prior to contributing the entire elected amount, however this is rare.

ALTERNATIVES:
Present the non-procurement agreements to the board individually for authorization or stop offering these benefits.

FISCAL IMPACT:
There is de minimus fiscal impact to UTA. The benefits are in most cases wholly or substantially employee funded.

ATTACHMENTS:
Resolution R2023-04-02

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING CONTINUATION OF SPECIFIC EMPLOYEE PAID BENEFIT PROGRAMS THROUGH APRIL 30, 2024

2023-04-02 April 12, 2023

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

WHEREAS, in addition to the UTA subsidized health and insurance benefits provided to employees, several programs exist for additional employee benefits including but not limited to eye care, gym memberships, and additional insurance which are wholly employee paid with no expenditure of public funds; and

WHEREAS, UTA enters into non-procurement agreements with these benefit providers whereby, with permission from the employee, UTA withholds benefit payments from employee pay checks and then transmits them to the benefit provider with no out of pocket cost to UTA; and

WHEREAS, UTA's agreements with these benefit providers are based on the benefit plan fiscal year beginning on May 1 annually and ending on April 30 the following year; and

WHEREAS, UTA makes no commitment to benefit providers as to the number of employees choosing to participate or the amount of funds transmitted to the provider; and

WHEREAS, the Board believes these additional benefits are of value to UTA employees and desires to continue facilitating these employee-paid benefit programs.

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

1. That the Board authorizes the Chief People Officer to facilitate employee paid benefit programs by signing non-procurement agreements with benefit providers for programs or services from May 1, 2023, through April 30, 2024, which:

    a. Are substantially paid for by the employee and require minimal expenditure of public funds; and

    b. Make no commitment on the part of UTA regarding cost, endorsement of product or service, or level of participation; and

    c. Are deemed by the UTA Chief People Officer to be of value to a significant number of UTA employees; and

d. Are consistent with employee paid benefit programs provided by other similar special districts; and

e. Are reviewed and approved by UTA's legal counsel prior to execution.

2. That the Board formally ratifies prior actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that were necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

Approved and adopted this 12th day of April 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Business Development & Sales

TITLE:

R2023-04-03 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Adopt Resolution R2023-04-03 adopting revised fare rates and types of fare media of the agency.

BACKGROUND:
On March 23, 2022 the Board adopted Resolution R2022-03-06 which adopted and approved a fare structure and approved new or modified fare media for transit services. The board desires to rescind this resolution and set forth a new fare structure and establish the types of fare media for the authority through Resolution R2023-04-03. This will include the addition of the Summer Youth Pass for the price point of forty-nine dollars ($49).

The Summer Youth Pass, also known as the UTA Rider's License ("RL") pass gives youth ages 6-18 access to an unlimited premium transit pass, valid on all UTA services (except for Ski, Park City, and Paratransit services) from June 1 thru August 31. The RL pass is an electronic pass and can be purchased through UTA Customer Service, online at rideuta.com, and the mobile application.

UTA has made the RL pass available to youth each summer since 2014. Historically, the Fares team has presented this pass as a promotional fare for Board Approval.

DISCUSSION:
Staff recommends that the board adopt Resolution R2023-04-03 to set a new fare structure and establish the types of fare media for the Authority, including the addition of the Summer Youth Pass.

ALTERNATIVES:

Do not adopt the Resolution and require annual Board approval of the Summer Youth Pass.

FISCAL IMPACT:

Staff does not anticipate a year over year impact to revenue due to this modification.

ATTACHMENTS:

Resolution R2023-04-03

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE FARE RATES AND TYPES OF FARE MEDIA OF THE AGENCY

R2023-04-03 April 12, 2023

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities- Local Districts Act and the Utah Public Transit District Act ("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 Board of Trustee Policy 4.1 – Fares ("the Policy"); and

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

WHEREAS, the Board of the Authority, on March 23, 2022 adopted a fare structure and approved new or modified fare media for transit services in Resolution R2022-03-06; and

WHEREAS, the Board of the Authority desires to rescind Resolution R2022-03-06, and to set a new fare structure and establish the types of fare media for the Authority.

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

1. That Resolution R2022-03-06 is hereby rescinded in its entirety.

2. That the Fare Rates of the Authority are hereby adopted in substantially the same form as attached as Exhibit A.

3. That the types of accepted Fare Media of the Authority are hereby adopted in substantially the same form as attached as Exhibit B.

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.

Approved and adopted this 12th day of April 2023.

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel _____

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

Exhibit A

Utah Transit Authority Fare Rates
Effective April 12, 2023

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

Utah Transit Authority Fare Rates
Effective April 12, 2023

1) Base Fare and FrontRunner

Local Bus, TRAX, Streetcar

	Adult	Reduced Fare
One-way	$2.50	$1.25
Day	$5.00	None
Monthly	$85.00	$42.50

Express Bus, Ski

	Adult	Reduced Fare
One-way	$5.00	$2.50
Monthly	$170.00	$85.00

FrontRunner

	Adult	Reduced Fare
One-way	$2.50	$1.25
*Additional Stops**	$0.60	$0.30
Roundtrip	$5.00	$2.50
*Additional Stops**	$1.20	$.60

**Vineyard and North Temple stops are $0.00 fare*

2) Special pricing

	Adult
Route Deviation	$1.25
Group Pass	$15.00
Paratransit	$4.00
Paratransit 10-Punch	$40.00
Ride Van Plus	$50.00 Monthly
FAREPAY Discount	20%

3) Free Fare

The following special groups may ride free of charge under these parameters:

- Free Fare Zone – Customers boarding/alighting in the free fare zone
- Children – 5 years and younger when accompanied by a fare paying adult
- Employees – Agency employees, retirees, and eligibile dependents
- Personal Care Attendant – Must accompany a pre-qualified rider with a disability
- Paratransit Eligible – Individuals certified as ADA paratransit eligible
- Elementary Students – Must have a training safety course and travel with a school group
- Trainer/Trainees – Trainer with accompanying trainees learning to use the system
- Sworn Peace Officers – Either in or out of uniform and certified with proof of status

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

4) Reduced Fare

A 50% reduced fare discount will be offered based on the following parameters:

- Seniors: 65 years or older, must show reduced fare card or proof of eligibility and identity when riding
- Disabled: pre-qualified by UTA, must show reduced fare card
- Medicare: valid Medicare card, must show reduced fare card or proof of eligibility and identity when riding
- Youth: between the ages of 6 and 18 years old, must show reduced fare card or proof of eligibility and identity when riding
- Low Income Individuals: Individuals with household income below 150% of the federal poverty level and who are pre-qualified to receive the reduced fare discount

A 75% reduced fare discount will be offered based on the following parameters:

- Human Service Organizations: agencies pre-qualified by UTA may participate in a low income program and purchase discounted transit passes to distribute free of charge to their clients

A Summer Youth Pass, valid June 1 through August 31 each calendar year, will be offered for the price of $49 based on the following parameters:

- Youth: between the ages of 6 and 18 years old, must show proof of identity when riding

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

Exhibit B

Utah Transit Authority Fare Media
Effective April 12, 2023

DocuSign Envelope ID: 23ED52AE-900B-4741-9295-1FC6352B3846

Utah Transit Authority Fare Media

Effective April 12, 2023

5) Approved Fare Media

- Transfer Slip
- Electronic Card
- Mobile Phone
- Paper Pass/Ticket
- Sticker
- Cash
- Event Ticket (or similar document) issued for UTA-authorized high-volume events

6) Eliminated Fare Media

- Tokens
  **Token sales ended November 31, 2020 and were accepted through December Change Day 2021*

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Paul Drake, Director of Real Estate & TOC

TITLE:

R2023-04-04 - Resolution Adopting the Station Area Plan for Farmington, Utah

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-04-04 adopting the Farmington Station Area Plan as presented and as recommended by the UTA Local Advisory Council

BACKGROUND:
The Farmington Frontrunner Station Area Plan was initiated by Farmington City, in collaboration with UTA, in 2020. Said plan was funded by the Transportation Land Use Connection (TLC) Program, facilitated by Wasatch Front Regional Council (WFRC). GSBS was selected as the project consultant through a competitive Request for Proposals (RFP) process, also facilitated by WFRC.

This plan has officially been adopted by Farmington City on July 19, 2022 and certified by WFRC on October 27, 2022, to satisfy requirements codified in 2022 by HB462 Utah Housing Affordability Amendments. As required by state statute and UTA policy, it was also approved by the UTA Local Advisory Council on February 15, 2023 by resolution AR2023-02-02 with a recommendation for adoption by the Board of Trustees.

DISCUSSION:
The subject planning area is comprised of two sub areas: the Station Park area, and the North Station Area north of Park Lane, the total area being 550 acres.

It is recommended by the plan that the current UTA park & ride facilities be reduced from 853 to 264 structured parking stalls. Such a reduction will require further negotiations with UDOT, due to a reversionary clause contained in the respective deed.

State statute and UTA Board Policy 5.1 require that Station Area Plans be adopted by the UTA Board of Trustees prior to UTA's involvement in implementing associated development.

ALTERNATIVES:

The Farmington City Council has approved the plan; WFRC has certified the plan to meet statutory requirements of HB462; and the UTA Local Advisory Council has approved the plan. Therefore, any modification will require further review, possible amendments, and additional approvals by those parties.

FISCAL IMPACT:

No immediate impact

ATTACHMENTS:

1. Resolution R2023-04-04
2. Farmington Station Area Plan (as an exhibit to the resolution)

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE UTAH TRANSIT AUTHORITY
ADOPTING THE STATION AREA PLAN FOR FARMINGTON, UTAH

R2023-04-04 April 12, 2023

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

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

WHEREAS, the Policy requires the Authority to establish Station Area Plans in collaboration with local municipalities to create and implement a vision for the development of land that promotes increased public transit and mobility options;

WHEREAS, the Farmington City Council approved the Station Area Plan for Farmington Frontrunner Station on _July 19, 2022;

WHEREAS, the Local Advisory Council reviewed the Station Area Plan for Farmington City and recommended it for approval by the Authority's Board of Trustees on February 15, 2023 in resolution AR2023-02-02;

WHEREAS, the Board of Trustees finds that adopting the Station Area Plan for Farmington City to be in the best interest of the Authority and the municipality.

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

1. That the Board of Trustees hereby adopts the Station Area Plan for Farmington City attached as Exhibit A.

Approved and adopted this 12th day of April, 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

_____
Annette Royle
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
Tim Merrill
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Legal Counsel

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

Exhibit A

Station Area Plan for Farmington City

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

FARMINGTON

GSBS CONSULTING

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CITY STAFF PREFACE

Planning for growth is an ongoing process. After the terrorist attacks on September 11, 2001, the United States experienced an immediate economic impact - while not as big as the 2008 downturn - the impact of 9/11 reached into communities as the United States entered the Iraq and Afghanistan Wars and business as usual shifted. During this time, it became apparent that Farmington City's small amount of commercial use at Shepard Lane and Highway 89, with Lagoon, may not remain sufficient in an increasingly growing and connected Utah. As the population grew, the City Council reviewed and confirmed that without a sufficient tax base, Farmington would not have the funds for a full-time Fire Department or fully staffed Police Department, other services like Public Works and Parks and Recreation would be underfunded and understaffed. Without a change in the way that the city was developing or significant tax increases.

Prior to this, in 1999, the City Council adopted groundbreaking changes to the Zoning Ordinance - effectively up-zoning almost every zone by creating alternative lot sizes. Now, a developer would need at least one acre per lot in the Agricultural Estates zone. To negotiate this lot size, the new zoning presented open space incentives - preserve 20% of your property for open space, and you can get the half-acre alternative lot size. In this way, the community preserved significant areas of open space surrounding lacustrine and riverine wetlands and gained parks and numerous trail connections.

Plans for the Legacy Highway began in 1997. Construction began in 2001 but was delayed as the Environmental Impact Study did not consider alternative routes which would have less impact on Great Salt Lake wetlands south of Farmington. A new route was announced for these areas in January 2005 and construction began in spring 2006. Legacy Parkway was completed in September 2008. At a historic crossroads, Legacy Parkway begins, or ends, in Farmington, with a major interchange connecting Highway 89, Interstate 15 and Legacy Parkway on Park Lane.

Meanwhile, Utah Transit Authority was completing its construction of the FrontRunner, a commuter rail service connecting Ogden to Salt Lake Central, with plans to expand. The FrontRunner began shuttling commuters in April of 2008, with a stop in Farmington just below the Park Lane Interchange.

In quick succession, and a relatively short period of time, Farmington would host three major interstates and a regional passenger train. All built within a one-mile radius. Trails were quickly filling in as Farmington Ranches, Farmington Greens and other subdivisions brought thousands of homes, and even more residents to West Farmington. On the east side of I-15, city leadership saw the giant sycamore and ash trees lining State Street and Main Street, and the historic nineteenth century dwellings of the City's ancestry. In the interest of preserving this charm, a new zoning district was created in 2002: the Original Townsite Residential.

Prior to the opening of FrontRunner and Legacy Highway, but with knowledge of the plans, City elected officials and staff began to explore the possibility of growing commercial use in Farmington. In 2003, the City enlisted Ross Consulting Group, namely Thomas Wootten, to perform a market study. This study called out the future Park Lane Interchange and FrontRunner stop as a key location for mixed-use office and commercial development. To the north, Shepard Lane passed over I-15 and to the west, the Denver and Rio Grande railway trail delineated single-family neighborhoods from remaining agricultural space near the freeway. In essence, a triangle of approximately 500 acres remained as a "donut-hole" in the center of Farmington (Fig. 1). With proper planning, Interstate users and rail commuters could access shops and offices within a few minutes of exiting the train or freeway. Farmington residents could live and work in their community, without the hassle of traffic on the ever-widening I-15. Farmington drivers would pollute less - supplementing Utah's Clean Air Act goals.

City officials believed in this vision. After the study the City Council, Planning Commission and Mayor toured other business parks, and studied national trends. It appeared that business parks without housing, entertainment and shopping became ghost towns at night and on the weekends. Such a business park would not serve the community if it was abandoned most of the time. The General Plan was updated in 2005 to designate the "donut-hole" as mixed use. Quickly thereafter, zoning followed to include transit-oriented development and mixed-use zoning. The change in zoning would not be possible without the consent of the property owners in the area, who saw opportunity in the entitlements that mixed-use zoning would bring their families and descendants. Between 2005 and 2008 approximately 325 acres were rezoned from Agricultural to Mixed Use. Simultaneously, it became apparent that if the region and city continued to grow, the Park Lane Interchange would eventually fail, probably sooner than expected (in this case failure indicates Level of Service. For example, vehicle queues backing onto I-15). Shepard Lane, already an established connection between east and west Farmington, took focus as a potential interchange.

However, a Shepard Lane Interchange could not alleviate the burden on Park Lane without arterial north-south connections on the west side of I-15. At this time, Park Lane was not slated to connect with Clark Lane as it does today (see the "swoop" on aerial imagery of Park Lane (below)). But north-south arterial connections would not be possible without a significant realignment of Park Lane to its current location. The City, at great cost, acquired right-of-way and constructed the "swoop".

Consequently, the north-south connections would have to be placed in the newly entitled mixed use zones. The north-south roads would also relieve residential neighborhoods of high traffic volumes created by those accessing the Park Lane interchange from Kaysville and north Farmington. Roads in Utah, and most of the United States, are often constructed with funds from the land developer for residential uses. However, much of the cost for large roads related to commercial development are often funded by government. City, County State and Federal entities are usually not willing to fund these roads without assurances or entitlements for office and commercial uses.

After the zone and General Plan changes to the mixed-use areas, development began with the purchase of approximately 62 acres around the UTA FrontRunner stop by CenterCal Properties LLC. In 2007, CenterCal entered into a Development Agreement with Farmington City to plan out a mixed-use retail-focused development encompassing all 62 acres: Station Park. The shopping center would focus on a human-scale "station-esque" area, complete with a plaza, fountain and shops, with buildings brought close to the street with an internal vehicular and pedestrian circulation plan. Such a design had not been seen in Farmington since prior to automobile predominance. Imagine citizens of early Farmington, walking along Main Street and accessing the mercantile or masonry storefront from the street. In December 2008, the mixed-use zone went through an overhaul to encourage this form of building siting, with building setbacks no greater than 20 feet from their frontage, instead of vast parking fields that were only suited to automobile transportation. Rather, with a transit-oriented development, it is the pedestrian exiting the train that would prefer these smaller block sizes and less-consolidated parking. Station Park went through several iterations of development plans before beginning construction in the late 2000s and opening for business in 2011.

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The impact of Station Park on Farmington's community and economic development was immense. Up until this point, Lagoon, a Smith's Grocery Store, and a handful of other businesses were the only commercial development in the city. Now, as the Park Lane Interchange and FrontRunner brought people to central Farmington, not just to Station Park but to Lagoon as well, the city centered around this 1-mile radius area. Residents in Farmington Ranches and Hunter's Creek subdivision no longer had to drive to the Smith's Grocery up on Shepard Lane, instead Harmon's was conveniently located just a few minutes away for that emergency Tylenol or gallon of milk.

Nearby, between I-15 and Highway 89, another development had brought a valuable lesson to the City. Farmington Crossing primarily developed between 1996 and 2006. It too was based on the ideals of mixed-use development, with substantial commercial use, office, and minimal residential. As construction continued in Farmington Crossing, the entire development area filled with townhomes and single- and multi-family residential. While minimal new commercial development centered near the Highway 89 interchange at Shepard Lane. Farmington Crossing was, and continues to be a development that benefits the community, but city officials were disheartened to find that residential was far more prominent than what was envisioned in the mixed-use zones.

Five years on, the housing market was recovering from the 2008 Great Recession, which had greatly contracted homebuilding. This contraction, which cut home construction by half in 2009, left little supply for buyers and housing shortages began to impact Utah (Deseret News 2021). Demand for housing increased and developers were anxious to meet that demand as housing values increased. North of Station Park, residential proposals began to out-pace commercial. Foreseeing that they may have another Farmington Crossing on their hands, the 2013 City Council approved a zone text amendment removing all residential uses from the Office Mixed Use zone. Instead of outright permitting the use, a mechanism was added to ensure a true, robust mixed-use development. This mechanism allowed each development to access flexibility regarding usage, purely at the discretion of the City Council. Each project area would require a project master plan, essentially a mini-zone within a zone. Developments would only be eligible for project master plan consideration if the project area was greater than or equal to 25 acres. Project master plans would be reviewed and approved by the City Council and Planning Commission.

North of Park Lane and west of I-15, The Haws Companies, who had consolidated the land for Station Park prior to selling 62 acres to CenterCal, planned their remaining 72-acres under a Project Master Plan. Park Lane Commons embraced the form of transit-oriented development with a location less than one-quarter mile from the FrontRunner station. In 2015, Cabela's Outfitters opened, followed by the world-class University of Utah Health Care Farmington Health Center in 2018 (Engineering News-Record 2018).

As the mixed-use area began to grow, funding for a new Small Area Plan was received in 2015-2016. Urban Design Associates, in conjunction with a market study from Kimley-Horn, master planned approximately 240 acres north of Shepard Creek. This General Plan update was the leading vision until 2020. It showed two north-south arterial roads weaving through an office mixed use development. Trails along both sides of Spring Creek, Haight Creek and Shepard Creek were also planned as east-west connections to the Denver and Rio Grande Rail Trail, and the Legacy Parkway Trail. Future residents would not only have access to amenities like restaurants, housing, and work, but also outdoor open space. During this time, the City acquired approximately 14 acres of open space from the Utah Department of Transportation for a park in the mixed use areas.

Back in the late 2000s the City had acquired approximately 45 acres from a developer who had planned a 100-lot subdivision south of Park Lane. This land became the Regional Park, complete with the Farmington Gymnasium, baseball diamonds, pickleball courts and vast open space for soccer and flag football. Also in south Farmington, a new high school was planned. Farmington High School opened in 2018. These two projects pushed the need for the north-south connections in the mixed-use area even more, as students and residents would need a safer more efficient route to the park and high school. On top of this, UDOT released their Environmental Impact Statement for the West Davis Corridor (WDC) in 2017. The new highway will include a full interchange on 950 North in Farmington, connecting the WDC to the Shepard Lane Interchange.

In 2019-2020, three main developers, which included The Haws Companies in earlier efforts, began to acquire properties and consolidate ownership in the mixed-use area highlighted by the 2016 Master Plan update. These stakeholders suggested major changes to the arterial and collector roads identified in the 2016 Master Plan. Specifically, that the easternmost collector be shifted further west, to increase valuable freeway visibility for offices. Engineering for these roads began in 2020, with proposed names of Commerce Drive (the arterial connection) and Maker Way (the major collector). The construction of these roads will easily be the largest single expenditure and public works project in Farmington's history. Farmington City held a public open house for Maker Way and Commerce Drive in summer of 2020. This unprecedented project solidifies the need for funding to enable mixed use commercial areas, in addition to lessening traffic in single-family neighborhoods and alleviating Park Lane congestion. Symbiotically, Commerce Drive represents a necessary improvement to enhance mixed use development.

In 2020, the City Council removed residential use from the General Mixed Use zone, in a move reminiscent of the action taken in 2013. This change came among several other zone text amendments which were consistent with the Kimley-Horn market study and UDA plan. Site specific project master plans and zoning for the remaining areas were approved in 2020 as well.

With so much focus on the mixed-use areas, the single-family residential aspect of Farmington did not stagnate. Rather the "donut" of Farmington has achieved the highest ratio of single-family development since the 1960s or older. The City still incentivizes open space and historic preservation, as well as adding affordable housing requirements to the code in 2021.

West Davis Corridor construction began in 2021 and the Shepard Lane Interchange is now in design and construction will be commencing in the next few years. With so many changes since the 2016 plan, in 2021, Farmington obtained a grant from the Wasatch Front Regional Council to update the Small Area Master Plan for the mixed-use areas around the FrontRunner and Station Park. The City selected GSBS, with a market study provider of Catalyst Commercial to create an updated Small Area Master Plan. This plan, outlined in the following document, provides updated road alignments, updates land uses in conjunction with current proposals and hopefully becomes the framework for the next few decades. The North Farmington Station area is expected to reach full build out by 2040, and redevelopment is included in this plan.

The ultimate goal for this iteration of the Small Area Master Plan is to memorialize development patterns and entitlements that have existed for almost 20 years. The plan covers the entire mixed-use area, not just the 240-acre North Farmington Station acreage, as in the case of the 2016 UDA plan. Indeed, many changes have occurred since 2016, including a proposal for a remote hub to shuttle office-park users and residents from the Station area to the business center near Spring Creek. The 2022 State Legislative session saw the passing of HB 462, which requires all municipalities with fixed rail stops to have a Small Area Master Plan to support housing and transportation goals. The Small Area Master Plan presented here by GSBS also focuses on internal capture, as the Wasatch Front continues to outgrow I-15.

Beginning with the first General Plan in the late 1980s, Farmington has consistently decided to set itself apart by adapting to national, state, and regional growth spurts. This 2022 update to the General Plan is just the latest chapter in Farmington's history.

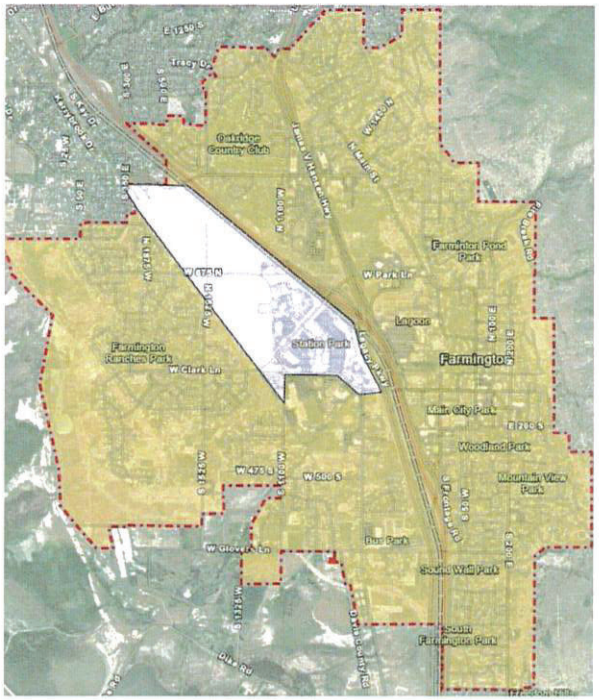

Figure P1 - Farmington City. Purple area represents "donut-hole"

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FARMINGTON CITY TIMELINE

1997

Plans announced for Park Lane and Legacy Highway

1998

Trails Master Plan adopted

FrontRunner Plans

1999

Aggressive open space standards adopted

2001

Paradigm shift to focus on mixed use and commercial use

2003

Ross Consulting Group market study Farmington

Original Townsite Residential zone enacted

2005-2008

325 acres rezoned to mixed use and transit oriented development zone

General Plan and Zoning Ordinance Updates

2007

Centercal Properties LLC agreement for Station Park

Recession alters housing market

2008

Form based code and introduction of project master plan process

City acquires property for Regional Park 2011

2011

Station Park opens

2015-2017

Property acquired for 14 Acre Park in Mixed Use zones Farmington

2016

UDA General Plan update

2018

Cabela's and U of U Health Center

Farmington High School opens

2016-2020

Three main developers acquire properties in North Station Area

Securing of funding for Commerce Drive and Maker Way

2020

Additional entitlements approved in North Station area

West Davis Corridor begins construction

2021

Shepard Lane Interchange in Design

Grant obtained from WFRC for Small Area Master Plan update

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Lance Evans – Rocky Mountain Home Care
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Shannon Hansell – Planner
Lyle Gibson – Planner
Chad Boshell – Engineer
Tim Taylor – Traffic Engineer

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Roger Child, City Council
Melissa Layton, City Council
Scott Isaacson, City Council
Alex Leeman, City Council
Amy Shumway, City Council
Larry Steinhorst, Planning Commission
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EXECUTIVE SUMMARY

The North Station area in Farmington is experiencing significant new development interest. To help guide growth in this area the city previously adopted a small area plan and Community Reinvestment Area Plan. Farmington City also previously approved many private development plans that "entitle" new housing, retail, and office buildings on most, but not all, of the properties within the west Farmington Mixed-Use areas north of Park Lane, west of the UP Tracks/I-15, east of the D&RGW Trail right-of-way, and south of Shepard Lane. Each entitlement, which consists of such things as zone (and zone text) changes, Project Master Plan (PMP) approvals, agreements, etc., was subject to an extensive public commenting process, including but not limited to public hearings and meetings.

One purpose of the Farmington Station Area Plan is to incorporate all previous and existing efforts into a cohesive vision, and to establish objectives and goals for the future into an area-wide comprehensive plan. The plan does not reconsider past land use decisions on already entitled properties. This Farmington Station Area Plan seeks to facilitate a more singular vision, but at the same time demonstrate and show development concepts and distinct neighborhood identities as part of the whole.

Additionally, the plan also provides, among many other things, the following:

1. **Update to 2016 North Station Master Plan:** The scope of this earlier, and now out-of-date plan, is limited to an area north of Shepard Creek, approximately half the size of the Farmington Station Plan. It is an excellent plan, but the market and existing conditions have since changed significantly.

2. **Remote Hub:** The Farmington Station Area Plan introduces/memorializes a remote hub concept which will provide a direct un-interrupted connection for commuter rail users to the envisioned mixed-use area north of Shepard Creek. The remote hub could utilize a "people mover" that serves as a small scale automated guideway transit system, following a fixed path. The plan enables the City to leverage local monies by seeking regional, State, Federal, and UTA funds in the future to confirm that the remote hub becomes a reality. It is imperative that this concept becomes a part of the City's General Plan.

3. **Station Area Master Plan:** UTA regulations require the preparation of a station area master plan for the areas abutting, and in close proximity to, fixed rail stops before it allows its properties within these areas to develop. The Farmington Station Plan meets these requirements for the Farmington Front Runner station and will enable UTA to develop its adjacent property in the near future.

4. **HB 462:** The State of Utah recently passed legislation in 2022 which apply to City's with fixed rail stops to prepare as part of their General Plan, small area master plans which address such items as housing and transportation goals (HB 462). This plan will meet State requirements.

5. **Shuttle Expansion:** For several years, UTA and the City (and other partners), have operated the successful "Lagoon Shuttle" which links the commuter rail stop to Lagoon, Station Park, and other destinations in east and west Farmington. The city now desires to provide a shuttle-type of improvement connecting destinations in the mixed-use areas from Shepard Lane to Park Lane (and vice versa). The Farmington Station Area Plan qualifies Farmington City/ UTA and others to pursue funding for a shuttle or similar transportation mode.

6. **Improved Internal Capture via Pedestrian and Bicycle Improvements:** It is extremely beneficial and necessary that Station Park develop a more robust daytime population, but expected forecasts for this population may be compromised in the event that the local street grid reaches capacity prematurely if personal vehicles and shuttles are the only form of internal circulation/ capture. Park Lane itself serves as a barrier to direct north to south pedestrian and bicycle movement. It is anticipated that the City will seek funding for such improvements as bike lanes, trails, box-culverts, etc. to resolve this impasse. The Farmington Station Area Plan points to solutions and will be used to incorporate these improvements.

7. **East/West Regional Trail:** Farmington's west side Mixed-Use areas are located at or near the confluence of three major north to south regional trails: 1) Legacy Parkway Trail, 2) the D&RGW Trail, and 3, the soon to be constructed West Davis Corridor Trail. Major east/west regional trail alignments are rare along the Wasatch Front; however, this area is ideally situated for such connectivity, but these connections must be shown on plans, such as the Farmington Station Plan, as part of the improvement process as major interchanges like the Shepard Lane/I-15 interchange begin construction.

8. **Legacy Events Center:** Davis County is preparing plans to "re-tool" its fairgrounds and the Farmington Station Area Plan will help better coordinate connectivity from the Station area to their property. This will also benefit the City's existing regional park.

9. **Commerce Drive and Maker Way:** The Plan helps memorialize significant infrastructure improvements now under design, with construction pending, to accommodate traffic from areas north of Farmington to destinations in south Farmington and beyond. These improvements will help reduce "cut-through" traffic in west side residential neighborhoods. The plan also shows land uses proposed along these routes in their entirety and not in fragments.

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INTRODUCTION

BACKGROUND & PURPOSE

The City of Farmington, the Wasatch Front Regional Council (WFRC), and the Utah Transit Authority (UTA) commissioned this plan to update and consolidate past planning efforts for the 550 acre Farmington Station planning area. This also includes identifying and understanding development opportunities based upon emerging market-based strategies. The update to the plan aims to create a more cohesive plan for connectivity and transit along with incorporating urban design that provides a sense of place for the community.

The City of Farmington is experiencing significant growth throughout the community and within the station area itself. This plan is meant to be a tool to understand the depth of opportunity for growth, and to provide guidance on accommodating new development in a way that is sustainable and healthy for the community at large. The plan supports and provides guidance for decision making for all stakeholders in the area to create a vibrant, livable place that is connected to the rest of the city and the region.

PLANNING AREA DESCRIPTION

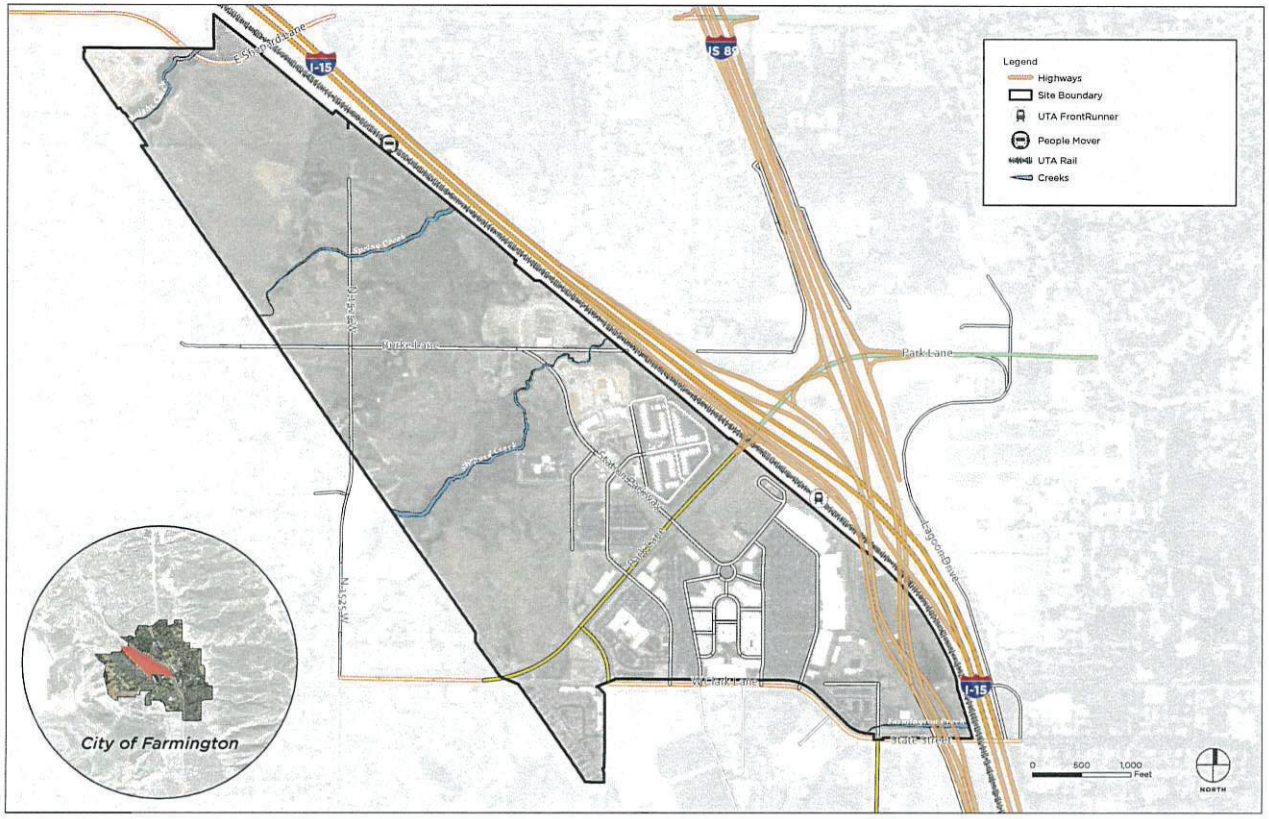
The subject planning area lies between the Wasatch Mountains on the east and the Great Salt Lake on the west. The area has significant transportation, transit, and trail connectivity as well as housing, shopping, and family amusement opportunities. The study area boundaries are State State on the south, Shepard Lane on the north, Legacy Parkway Trail on the east and the Denver and Rio Grande Western Trail on the west. The area is served by the Farmington FrontRunner Station which connects Farmington to northern Weber County in the north and Payson City in the south through the heart of the Salt Lake City metropolitan area.

The subject planning area is comprised of two sub areas – the Station Park area south of Park Lane and the North Station Area north of Park Lane. The total planning area includes 550 acres. Of the total acreage, 233 are already developed with housing, retail, office, and similar uses. This leaves a total of 317 acres for future development. This Station Area Plan includes both sub areas as reflected in Figure 1.

The city, county, state, and transit district have made significant investment in and around the study area including a regional rail stop, the Legacy Parkway highway and trail, Burke Lane, and a planned new interchange at Shepard Lane. Additional infrastructure investments are planned in the area including additional roads, transit, and The Denver and Rio Grande Western Rail Trail (D&RGW Rail Trail).

The City of Farmington was founded in 1847 as the county seat of the newly created Davis County. Farmington is centrally located between Salt Lake City and Ogden, making it the midpoint of Davis County and the north Wasatch Front metropolitan area. Early in Farmington's history, Simon Bamburger opened the Lagoon amusement park to generate ridership on the "Bamburger" rail line between Salt Lake City and Ogden. The Park, at its present location, which opened in 1896 with "bowling, elegant dancing pavilion, fine music, a shady bowery and good restaurants." The Park, now owned by Lagoon Corporation, is still in operation and attracts hundreds of thousands of visitors from throughout the intermountain region each year.

Figure 1 – North Farmington Station Planning Area Map



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In addition to Lagoon, Farmington had a Main Street downtown area to serve area residents. Most of the area developed stable low-density neighborhoods that surround the confluence of major transportation corridors that serve the planning area. Because of the presence of major, regional roadways, rail, and trail connectivity this central area of Farmington has undergone a transformation over the past 20 years and driven growth in population, employment, and retail-based development in the area.

This transformation was catalyzed by the development of Station Park, an open-air retail area adjacent to the FrontRunner Station at the southern end of the planning area. Station Park added almost 1 million square feet of retail, a community gathering place, office, and hotel uses to an area of the region that had experienced limited commercial investment to that point. The investment by CenterCal Properties, LLC spurred additional investment and development in the area, including significant interest in development of the North Station area.

PLAN BASIS

The current plan builds on prior planning efforts, the City of Farmington's existing zoning, regulating plan, and market demand. Prior plans were reviewed and updated to reflect changes in policy, regulations, property ownership, and the overall real estate market.

PRIOR PLANS

In 2016 the City of Farmington completed two planning studies:

- North Station Mixed-Use Site Market Feasibility Analysis, by Kimley-Horn
- North Station Small Area Master Plan, by Urban Design Associates

NORTH STATION MIXED-USE SITE MARKET FEASIBILITY ANALYSIS

The North Station Mixed-use Site Market Feasibility Analysis evaluated Davis County demand for office, retail, hospitality, and multi-family development. Based on the analysis, Kimley-Horn estimated the 10-year demand projection (2026) for the North Station area.

The analysis estimated that the North Station planning area could capture as much as 60 percent of Davis County office demand and 50 percent of Davis County multi-family demand. The analysis assumed the following:

- Construction of the Shepard Lane interchange
- West Davis Corridor alignment starting at Glovers Lane

NORTH STATION SMALL AREA MASTER PLAN

The City of Farmington teamed with Chartwell Capital Partners and other neighborhood stakeholders to commission the North Station Small Area Master Plan for the planning area. The study, completed by Urban Design Associates, identified the following Design Principles:

- Create a great place
- Create a live/work/play environment through a rich mix of uses
- Provide a connected, complementary experience to Station Park
- Respect existing ownership patterns
- Minimize and manage traffic within North Station
- Buffer adjacent residential neighborhoods
- Develop a district that feels like Farmington

Example of transit-oriented development. Rhode Island Station, Washington, DC. (https://www.liifund.org/)

A transit-oriented development called Aspen Place is being planned by Detroit Shoreway Community Organization nonprofit on the 6000 block of Lorain Avenue in Cleveland (Cleveland City Planning Commission / https://www.noaca.org/).

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DEVELOPMENT PROPOSALS

There are 21 different property owners of the approximately 312 developable acres in the planning area. Some property owners have initiated the development entitlement process and others have yet to respond to market-based opportunities. Figure 2 is a map of current property ownership in the planning area.

ANALYSIS & PROCESS

The planning process included an update to the technical analyses used in prior studies, charettes and visioning sessions with internal stakeholders, and a series of meetings with external stakeholders including property owners and developers to revise and update the vision and urban design elements of the plan.

ANALYSIS

The following technical studies were updated, the complete reports can be found in the Appendix.

- 2021 Highest and Best Use Analysis
- Transportation/Connectivity Existing Conditions Review
- Station Area Parking Analysis

CHARETTES

The following charettes and visioning sessions were held with internal stakeholders. The complete presentation materials for each of these meetings can be found in the Appendix.

- **June 2021** | Attended by city leaders including staff, Mayor, two City Council Members, and two Planning Commission Members
  - + *Purpose*:
    - Review analysis to date
    - Reaffirm guiding vision
    - Identify priorities and values
    - Learn about the tools and approaches to achieve the vision
- **September 2021 |** Attended by city leaders including staff, Mayor, two City Council Members, and two Planning Commission Members
  - + *Purpose*:
    - Review market opportunity analysis
    - Discuss desired level of development for planning area based on priorities and values
    - Identify a preferred approach to the public realm in the planning area

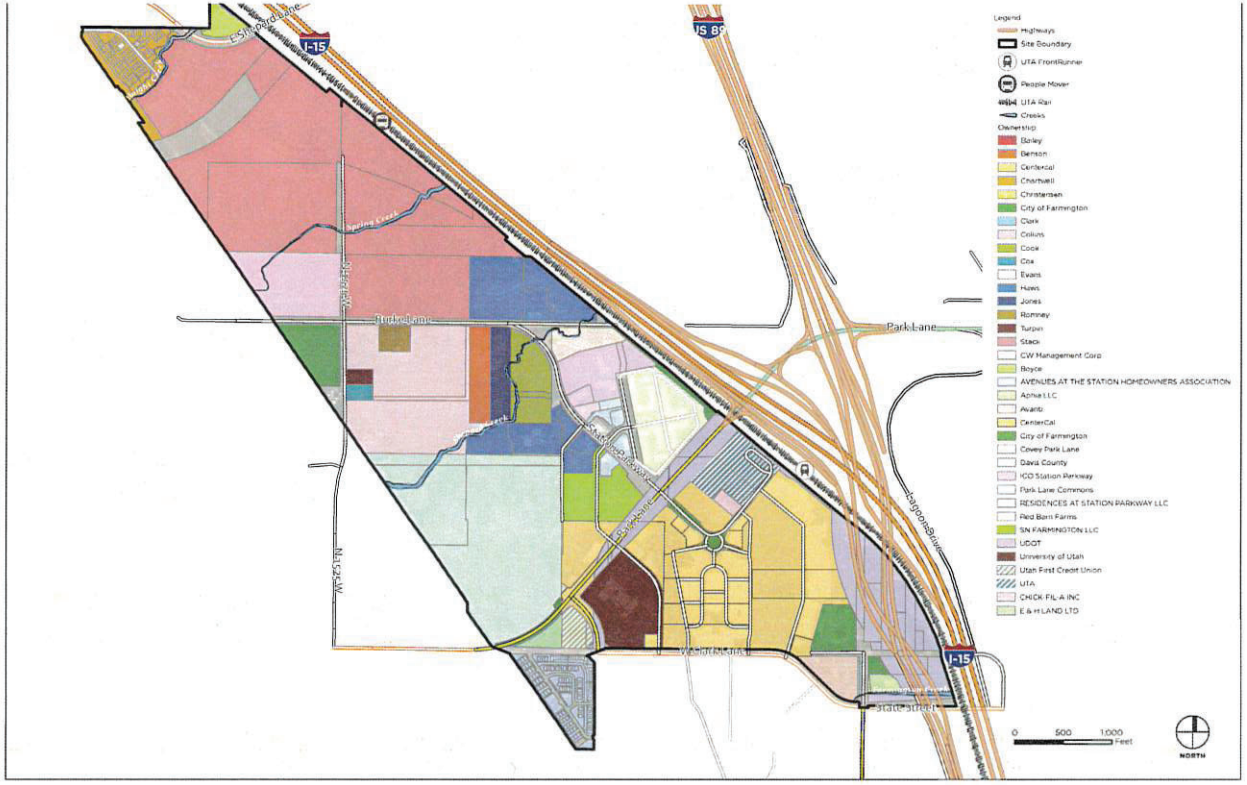
STAKEHOLDER MEETINGS

The planning team met several times with stakeholders within the planning area. Stakeholders were defined as property owners, development teams, Utah Transit Authority, and City of Farmington staff. The meetings focused on:

- Vision and priorities
- Opportunities and constraints
- Key measures of future success

In some cases, draft development proposals were reviewed through the stakeholder meetings which resulted in the identification of possible amendments to individual developments. The incorporation of the identified amendments would better accommodate the entire planning area goals and vision.

Figure 2 – North Farmington Station Property Ownership Map



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THE VISION & PLAN

The 2016 North Station Small Area Master Plan identified seven Design Principles. This plan incorporates and builds on these principles by adding specificity and implementation steps. The seven principles and a summary of the recommendation of this plan are:

CREATE A GREAT PLACE

The Farmington Station Area Plan creates a greenway system, transit connectivity, and neighborhood character areas that create a sense of place specific to the Station Area but also unique to and rooted in Farmington's past as an agricultural area.

CREATE A LIVE/WORK/PLAY ENVIRONMENT THROUGH A RICH MIX OF USES

The Farmington Station Area Plan incorporates the city's mixed-use zone district approach to create a fine-grained approach to the mix of uses. Office, retail, and residential development areas are mixed throughout the planning area with unique characteristics in each of the character areas.

PROVIDE A CONNECTED, COMPLEMENTARY EXPERIENCE TO STATION PARK

The Farmington Station Area Plan identifies a series of connected "loops" that will allow Station Area residents, employees, and visitors to access the current amenities of Station Park and the planned amenities of the mixed-use neighborhood planned as the northern anchor of the planning area.

RESPECT EXISTING OWNERSHIP PATTERNS

The planning team worked closely with current property owners to incorporate their goals, strategies and plans into the planning framework as much as possible. The plan is flexible to respond to real estate market opportunities and align with Farmington's vision for the area.

MINIMIZE AND MANAGE TRAFFIC WITHIN NORTH STATION

The North Station area is at the confluence of several highways, transit facilities and trails that serve Farmington and the broader region. There are new roadway and transit investments planned in the area that will add traffic and opportunity. A critical strategy to manage traffic within the North Station Area is to enhance multi-modal opportunities and overall connectivity encouraging people to park once and use transit, bikes, scooters, and pedestrian facilities to get around within the area. This will minimize congestion on existing and planned roadways.

BUFFER ADJACENT RESIDENTIAL NEIGHBORHOODS

There are existing, stable, single-family neighborhoods to the west of the North Station area. The boundary between the planning area and existing neighborhoods is the Denver and Rio Grande Western Trail. The North Station plan includes medium density residential development along the trail to buffer the existing residential development from high density residential, office and commercial development at the core of the planning area and along the Legacy Parkway Trail and I-15 freeway corridor.

DEVELOP A DISTRICT THAT FEELS LIKE FARMINGTON

The North Station Plan builds on existing, successful development and amenities to create three distinct neighborhoods. Urban design tools, including building massing, street scape, and signage are used to create a distinct feel and focus for each neighborhood that are clearly part of the North Station area whole and clearly Farmington. In internal stakeholder meetings the importance of Farmington's agricultural roots led to a focus on parks, greenspace and a looping trail system throughout the planning area that is connected to the rest of Farmington and the region. This greenway system is a key element in creating a connectivity structure that creates continuity throughout the area and is critical to implementing the overall plan.

Urban feel within the proposed North Farmington Station Mixed-Use Area

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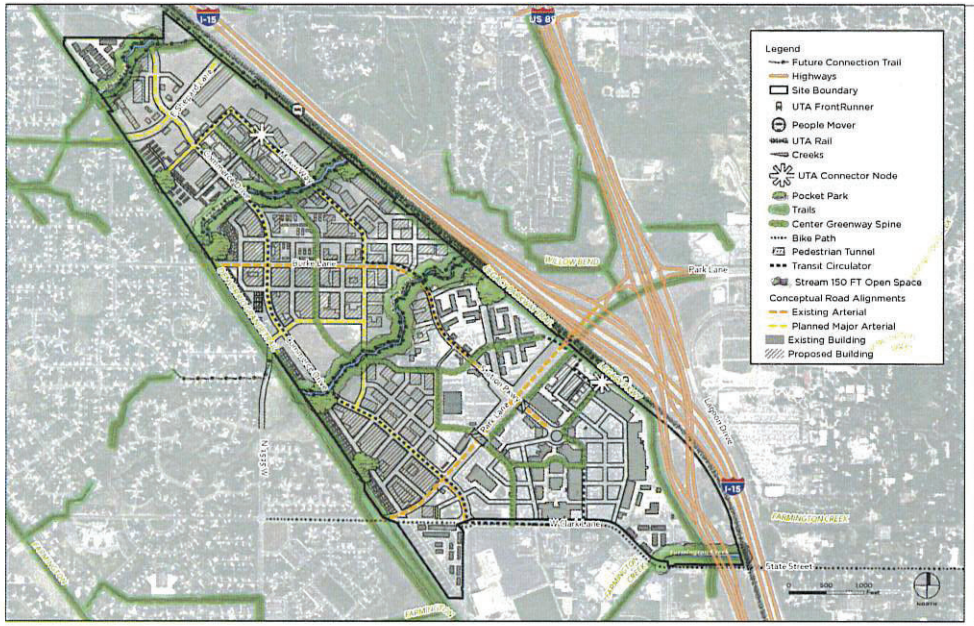

Figure 3 - North Farmington Station Greenway System

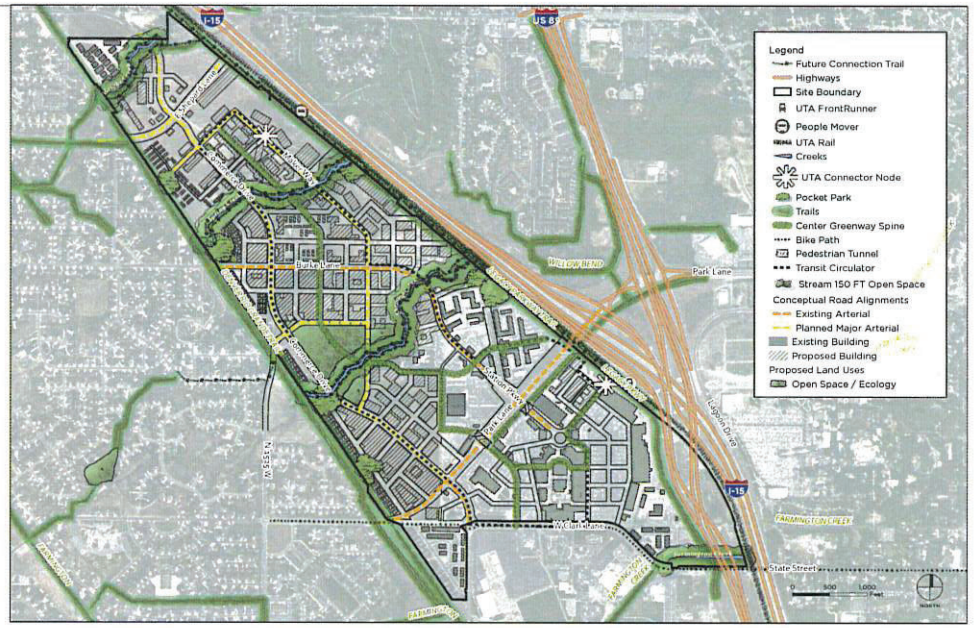

Figure 4 - North Farmington Station Open Space System

VISION FOR 2022

The vision was further developed to incorporate the vision and goals of the 2016 process and add implementation considerations. Added goals are:

- Preserve view corridors from the North Station Area to the Wasatch Range on the east. Views of the mountains are immediate and compelling. As new development occurs, view corridors between buildings will allow continued visual connection to the range.
- Incorporate Farmington's "Tree City" identity into streetscapes and parks to enhance livability and expand Farmington's urban forest.

CONNECTIVITY

To fully take advantage of the increased density planned for the North Station Area, and to provide alternatives to automobiles, the existing FrontRunner Station becomes an intermodal hub. There are several layers of connectivity built into the plan. The four connectivity systems are:

GREENWAY SYSTEM

The Greenway System creates a series of trail loops using the existing Legacy Parkway Trail on the east and the Denver and Rio Grande Western Trail on the west and trail connections along the three creeks that transect the area. Trails are envisioned along both sides of Haight Creek, Spring Creek, and Shepard Creek. These existing connections are enhanced by the creation of a new north/south trail that lines the new mixed-use center on the north with the existing mixed-use Station Park center on the south. The Greenway System provides easy walking, riding, and rolling access to the planned park and other green spaces in the North Station area. Similarly, in some instances the Greenway System functions as a buffer between differentiated land uses, while providing a seamless and aesthetic transition. IIn other cases, the Greenway System will serve as primary modes of pedestrian connectivity, into existing neighborhoods, and as a feeder into major crossings over I-15 at Shepard Lane and the proposed pedestrian bridge which crosses I-15 and Highway 89 at Park Lane.

OPEN SPACE SYSTEM

The plan includes several new pocket parks connected by the greenway system and within easy walking, riding, and rolling distance of planned multi-family housing and new office development creating a livable environment for new residents and workers as well as new amenities for existing residents. The proposed parks and open space will serve as gathering places that foster interaction among the community. By leveraging the existing greenway system, it allows the non-developable area to serve as an amenity by serving the public with little-to-no additional costs.

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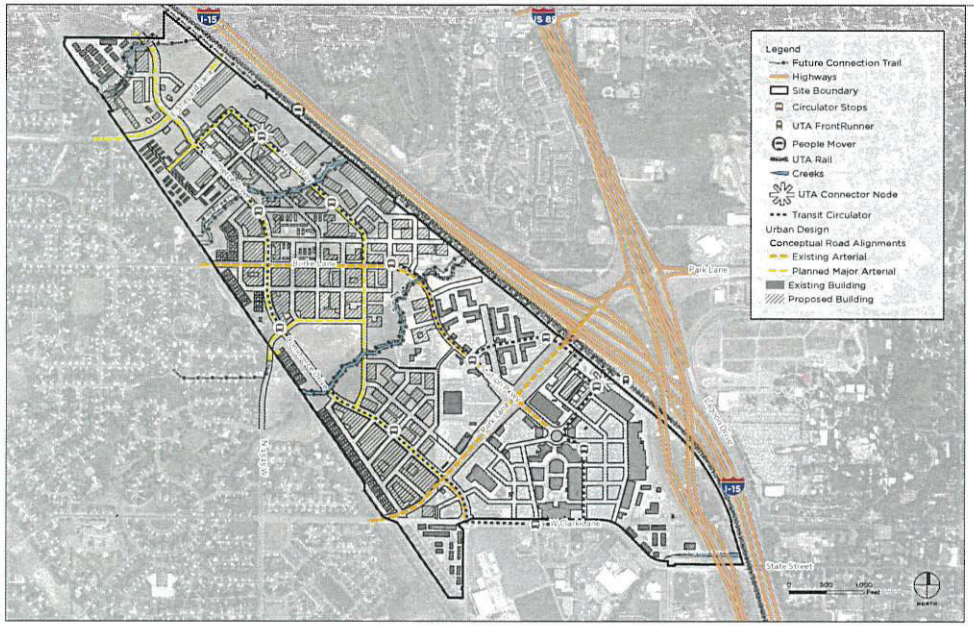

Figure 5 – North Farmington Station Transit System

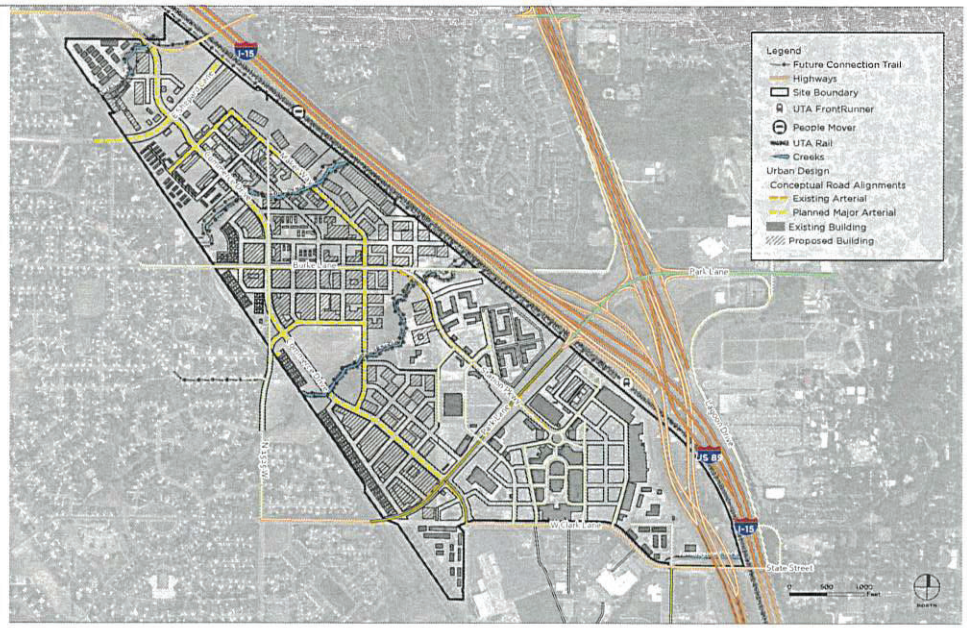

Figure 6 – North Farmington Station Roadway System

TRANSIT SYSTEM

The existing FrontRunner Station becomes the hub for the greenway system and planned transit improvements including an "autonomous people mover" that connects the New Mixed-Use Center on the north to the existing station on the south and a looping trolley system to serve all neighborhoods in the North Station Area and create additional connections north to south. The autonomous people mover is designed to follow a predetermined route at Station Park between the FrontRunner station and the shopping center. The intent is to increase public-transit use by closing gaps of a mile or more between transit stops and riders' final destinations.

ROADWAY SYSTEM

The area currently experiences high morning and evening traffic counts as people travel through the area to access the highways that form its eastern boundary. Mixed-use development in the North Station area will provide an opportunity to park once and use the trail system to move between locations and activities. The North Station plan will also encourage higher transit use. Appendix 2 includes a complete analysis of projected FrontRunner ridership after implementation of the plan. The connectivity systems included in this plan, combined with a proactive approach to Traffic Demand Management and parking management strategies will reduce overall impact on the roadway system as the area develops.

The roadway system within the North Station Area builds on existing and planned investments in collectors and arterials streets by creating a porous block system to enhance walkability and provide alternative routes within the area. The plan assumes a 264' block face structure that creates a pedestrian friendly environment and encourages development of buildings with structured parking. While the envisioned block structure is highly desirable, variations may be considered with specific development proposals which continue to foster the desired outcomes of this vision as permitted by City Ordinance.

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LAND USE AND DENSITY

One of the design principles guiding the North Station Area plan is minimizing and managing traffic. The connectivity systems create the structure for facilitating the flow of people (regardless of transportation mode of choice) throughout the planning area. Another critical concept for successful implementation of the plan is to take advantage of regional development opportunities identified in the market analysis to create a mixed-use environment with enough choices and opportunities to keep people in the area and reduce the number of trips needed to fulfill daily needs.

Table 1 is an overview of the land uses and development intensity envisioned in the plan.

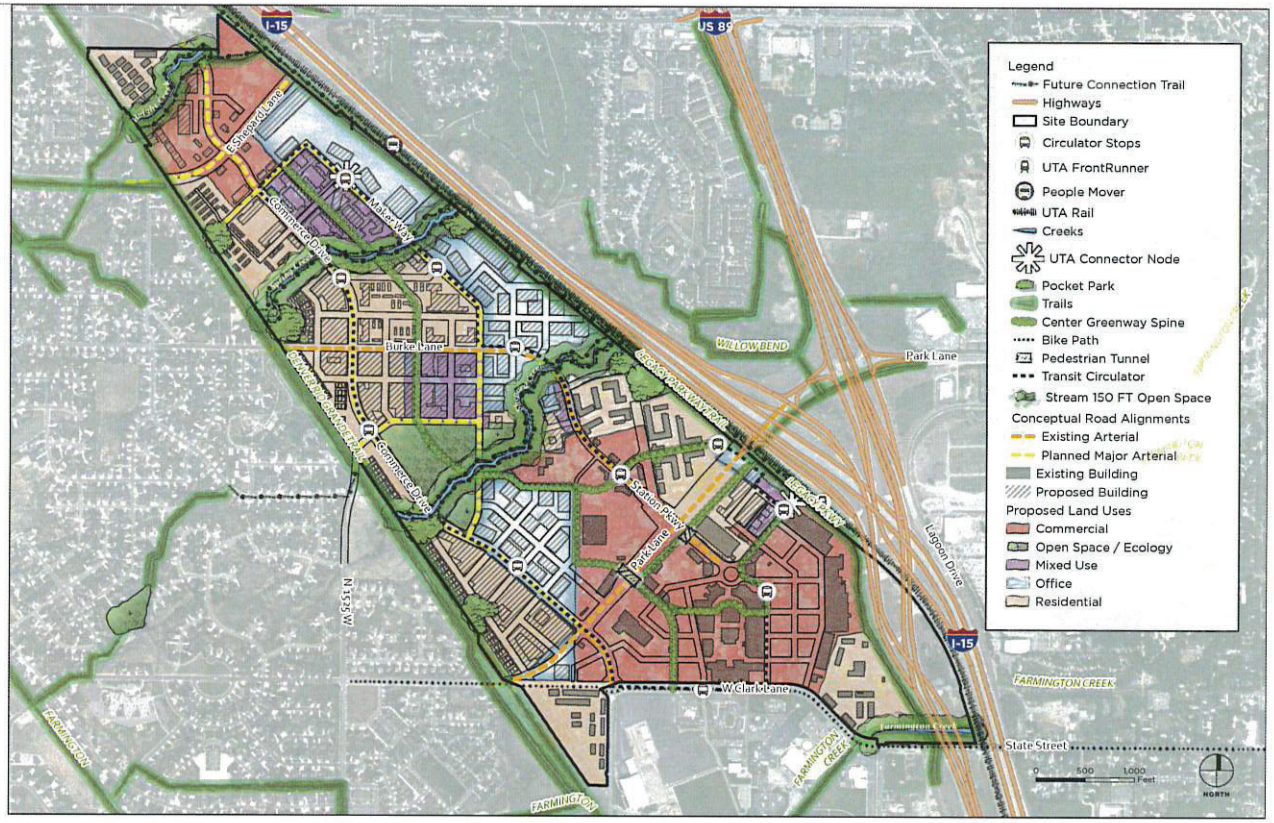

*Figure 7 – North Farmington Station Land Use Areas**

**Conceptual drawing showing the proposed size and layout of block patterns that may vary from those in the regulating plan.*

	OFFICE		RETAIL/OTHER		MULTI FAMILY		TOWNHOMES				
	Sq. Ft.	Employees	Sq. Ft.	Employees	Units	Residents	Homes	Residents			
2022 - 2024	-	-	82,500	62	480	1,632	186	632			
2025 - 2027	607,500	2,126	322,500	242	1,094	3,720	338	1,149			
2028 - 2032	900,000	3,150	94,500	71	1,940	6,596	60	204			
2033 - 2042	600,000	2,100	27,500	21	194	660	80	272			
2043 +	300,000	1,050	15,000	11	-	0	45	153	Residential Units Total	Residents Total	Acres
TOTAL (Build-out)	2,407,500	8,426	542,000	407	3,708	12,607	709	2,411	4,417	15,018	550
Entitled/Agreement	2,137,500	7,481	378,000	284	2,870	9,758	422	1,435	3,292	11,193	451
	88.8%		69.7%		77.4%		59.5%		74.5%		82.0%
Market Study Capacity	8,029,800		531,000		7,909		350		8,259		

Table 1: North Station Area Land Uses

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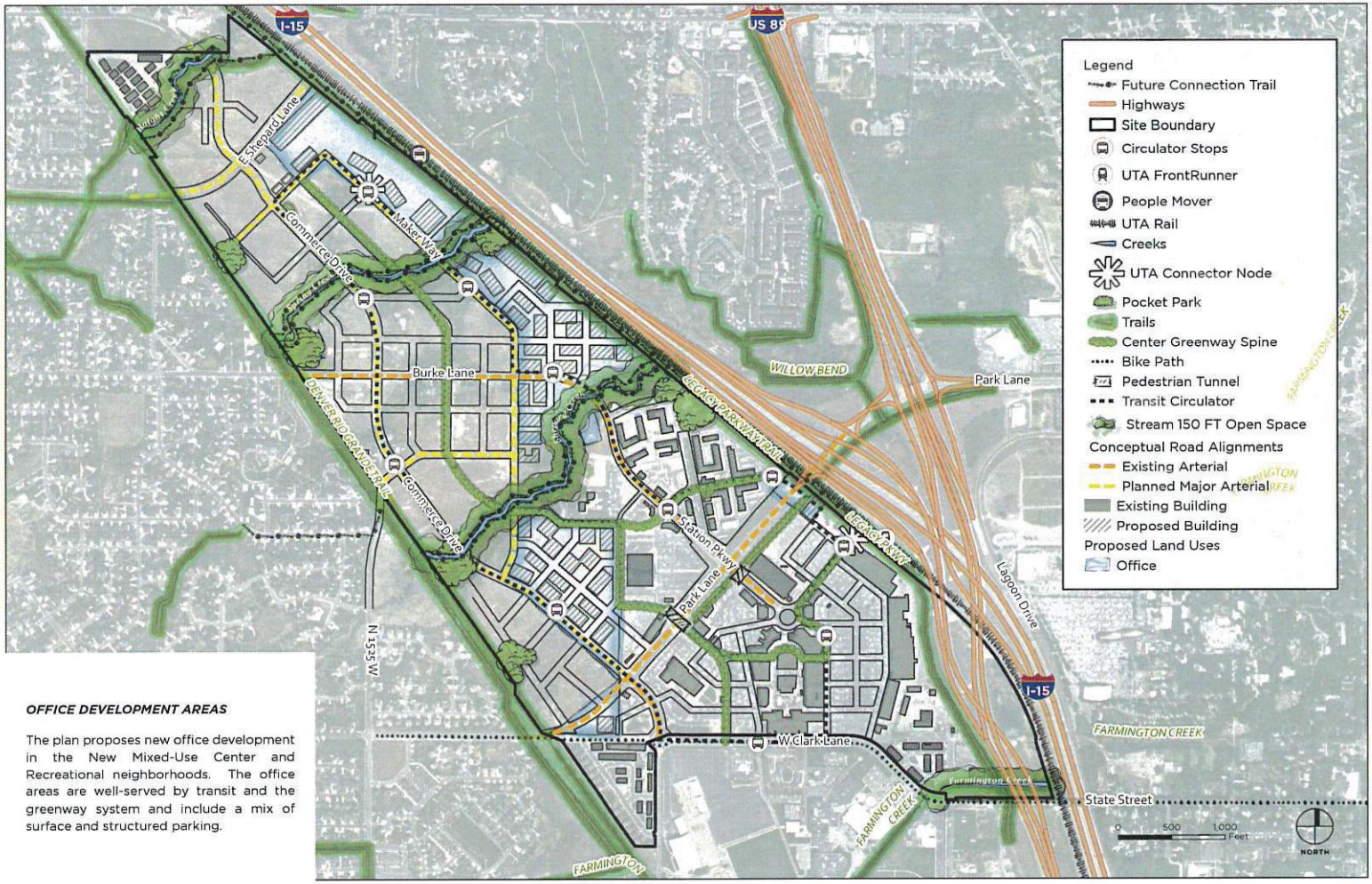

OFFICE DEVELOPMENT AREAS

The plan proposes new office development in the New Mixed-Use Center and Recreational neighborhoods. The office areas are well-served by transit and the greenway system and include a mix of surface and structured parking.

Figure 8 – North Farmington Station Office Development Areas

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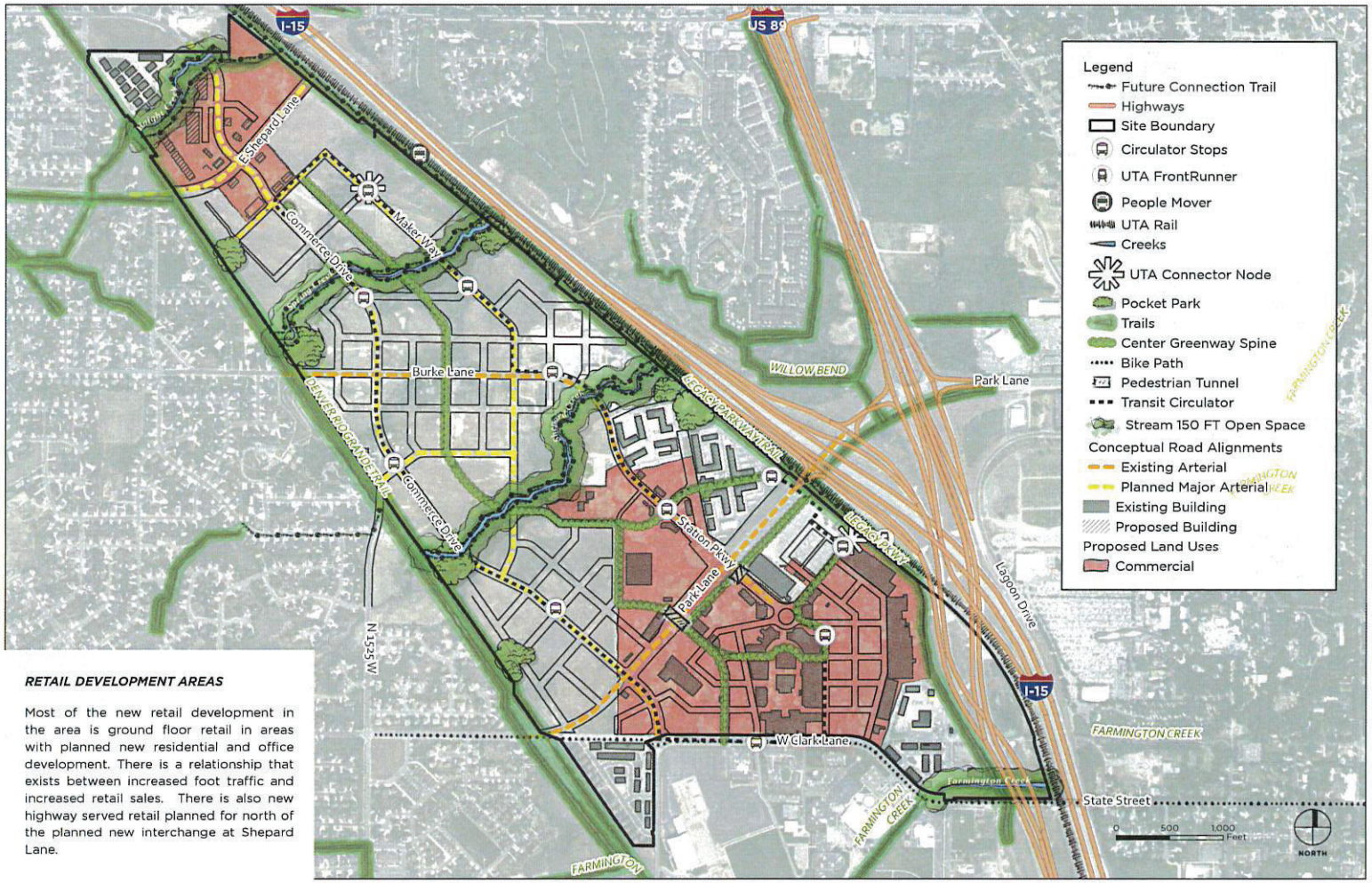

RETAIL DEVELOPMENT AREAS

Most of the new retail development in the area is ground floor retail in areas with planned new residential and office development. There is a relationship that exists between increased foot traffic and increased retail sales. There is also new highway served retail planned for north of the planned new interchange at Shepard Lane.

Figure 9 – North Farmington Station Retail/General Commercial Development Areas

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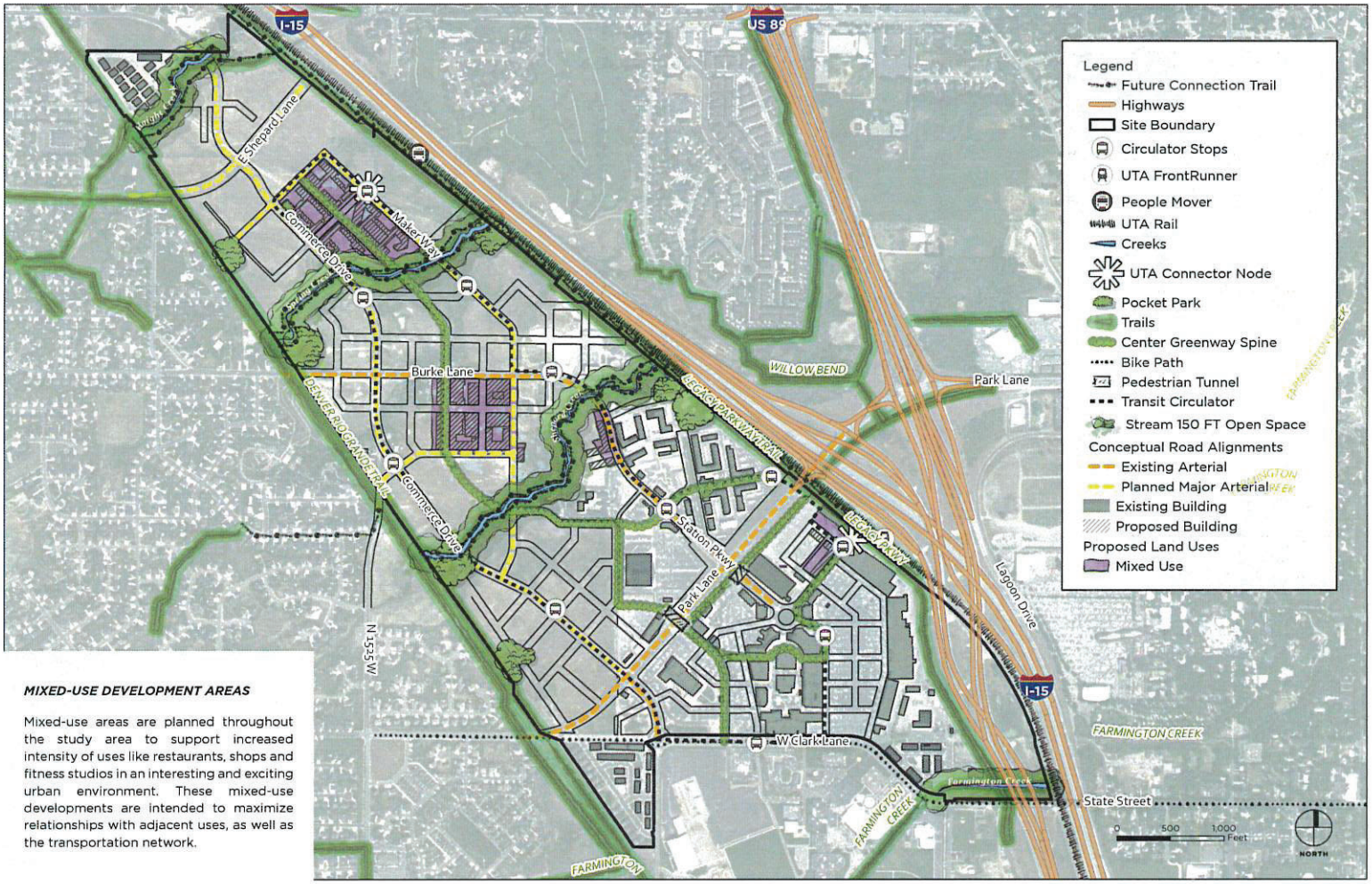

MIXED-USE DEVELOPMENT AREAS

Mixed-use areas are planned throughout the study area to support increased intensity of uses like restaurants, shops and fitness studios in an interesting and exciting urban environment. These mixed-use developments are intended to maximize relationships with adjacent uses, as well as the transportation network.

Figure 10- North Farmington Station Mixed-Use Development Areas

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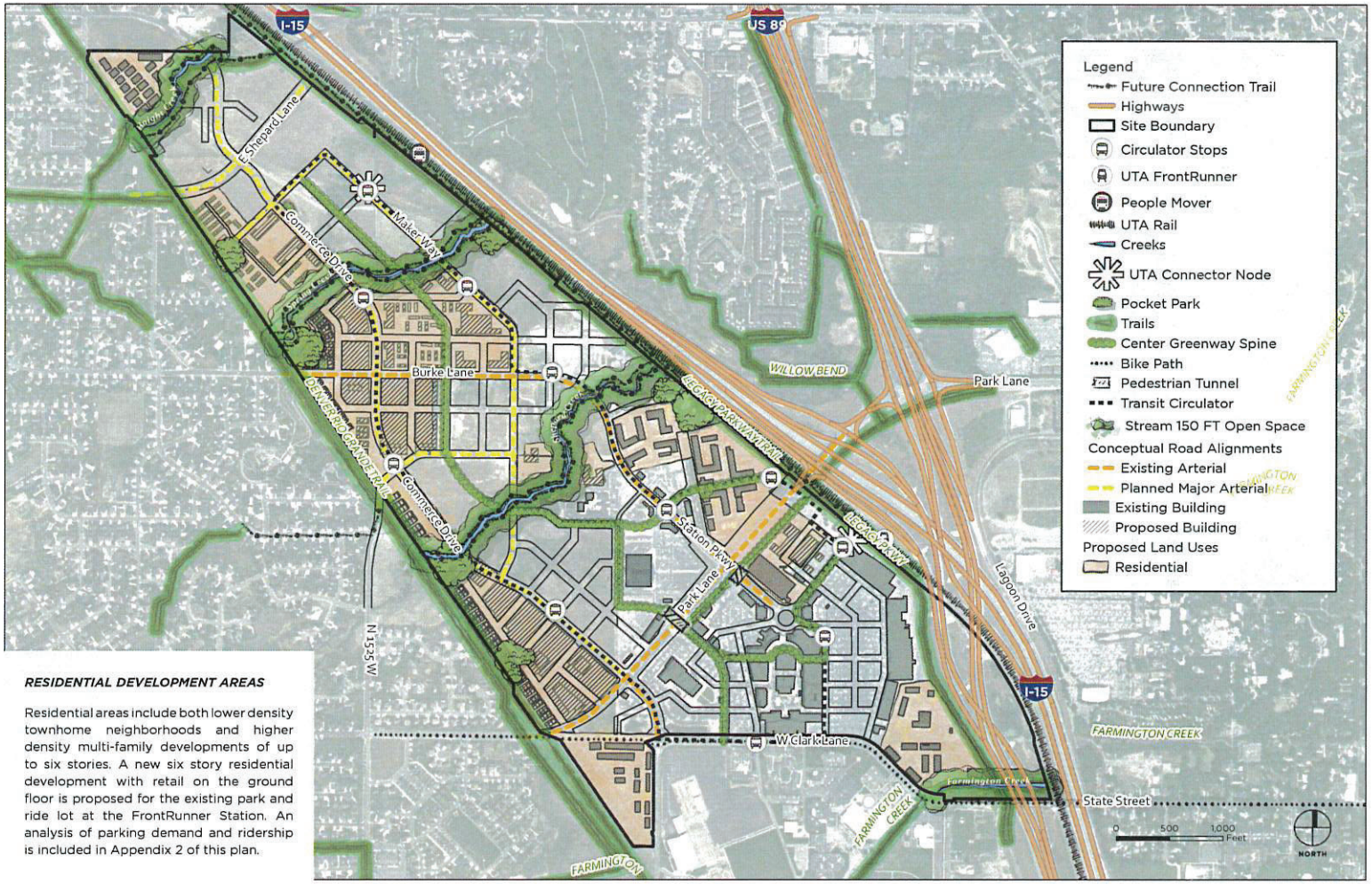

RESIDENTIAL DEVELOPMENT AREAS

Residential areas include both lower density townhome neighborhoods and higher density multi-family developments of up to six stories. A new six story residential development with retail on the ground floor is proposed for the existing park and ride lot at the FrontRunner Station. An analysis of parking demand and ridership is included in Appendix 2 of this plan.

Figure 11 – North Farmington Station Residential Development Area

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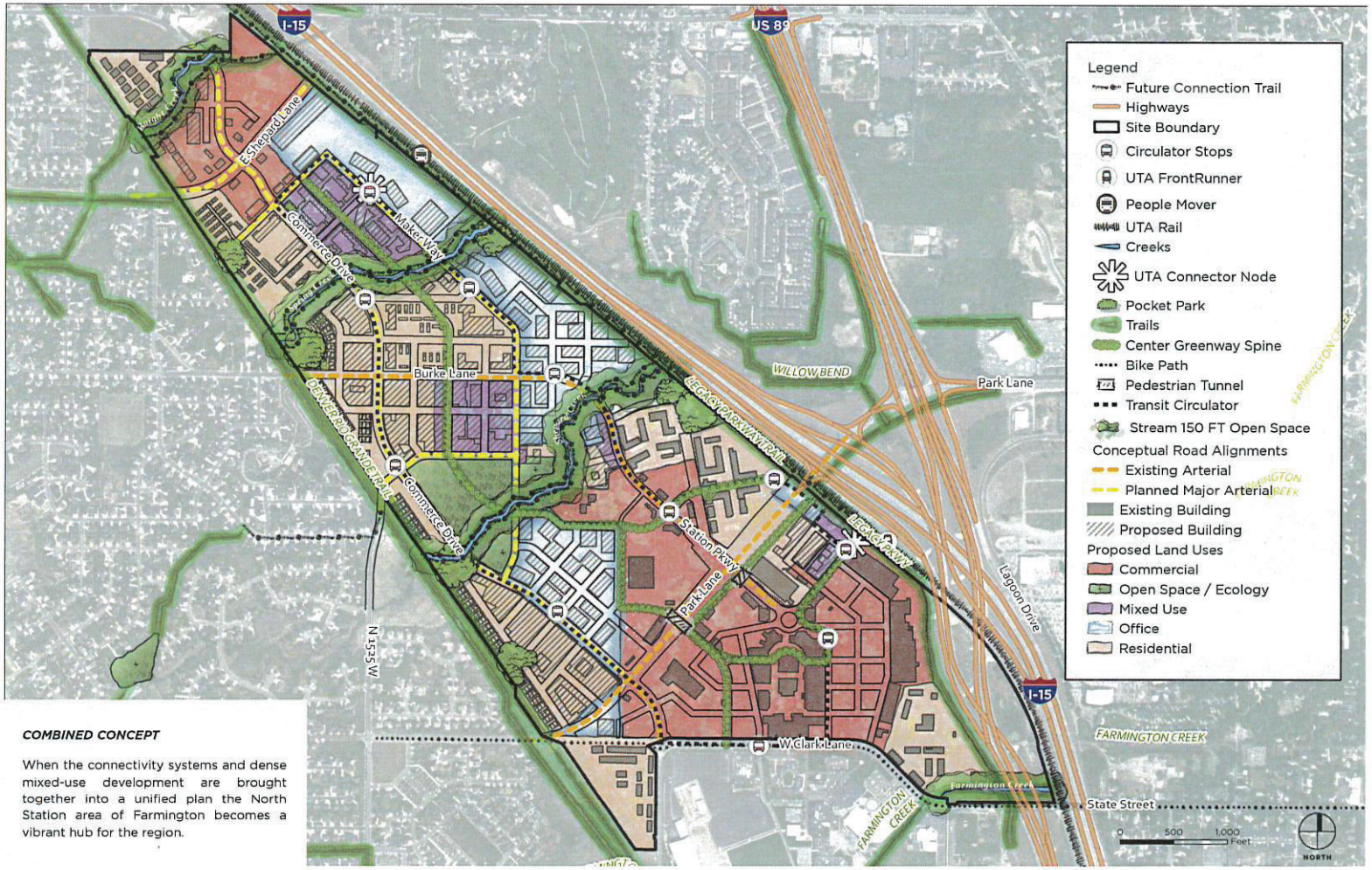

Figure 12 – North Farmington Station Combined Concept

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NEIGHBORHOODS & URBAN DESIGN

OVERALL URBAN DESIGN CONCEPT

The North Station is a large area with an opportunity to unify the potential development area on the north with the successful mixed-use area on the south while creating distinct neighborhoods within the more than 500-acre planning area. A hierarchy of signage, wayfinding, massing and building design elements, and streetscape combine to let residents and visitors know that they are in the North Station Area but also in a distinct neighborhood.

NORTH STATION UNIFYING ELEMENTS:

- Greenway System
- Circulating Trolley
- Autonomous People Mover
- Wayfinding & Signage
- Street Trees
- Street Lighting

NEIGHBORHOOD DISTINGUISHING ELEMENTS:

- Height & massing of buildings
- Building Materials
- Street furniture
  - + Bike racks
  - + Benches
  - + Trash receptacles

THE THREE NEIGHBORHOODS WITHIN THE NORTH STATION AREA ARE:

- Mixed-use Neighborhood
- Recreational Neighborhood
- Family Entertainment Neighborhood

MIXED-USE NEIGHBORHOOD

The Mixed-Use Neighborhood is the northern most neighborhood. This area includes the new Shepard Lane interchange with I-15 as well as the autonomous people mover stop, the northern terminus of the Greenway, the northern loop of the proposed circulating trolley, an employment center, and a multi-modal street to include outdoor dining and other service retail.

The proposed development program is identified in Table 2.

The mixed-use neighborhood is an area with the necessary intensity of uses to support restaurants, shops, and fitness studios in an interesting and exciting urban environment. Center Street is a key urban element in this neighborhood that serves as the northern terminus of the Greenway and, similar to other segments of the Greenway, serves as the primary pedestrian connection to other areas of the Station Area.

All streets within the neighborhood are pedestrian friendly and encourage walking biking and rolling.

The neighborhood is also the terminus of the autonomous people mover that will connect the FrontRunner Station with the office park on the eastern edge of the neighborhood.

Figure 13 – North Farmington Station Mixed-Use Neighborhood

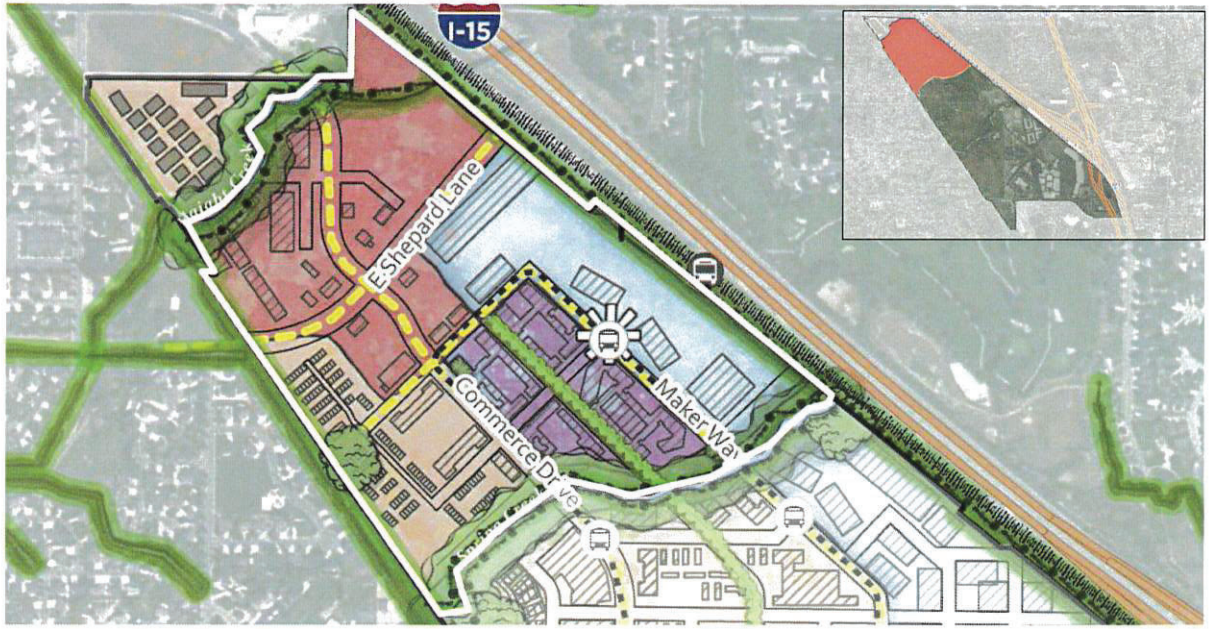

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*Table 2: Mixed-use Neighborhood Development Program - 122 Acres**

	OFFICE		RETAIL/OTHER		MULTI FAMILY		TOWNHOMES				
	Sq. Ft.	Employees	Sq. Ft.	Employees	Units	Residents	Homes	Residents			
2022 - 2024	0	0	0	0	0	0	0	0			
2025 - 2027	360,000	1,260	290,000	217.5	230	782	150	510			
2028 - 2032	180,000	630	31,000	23.25	890	3,026	0	0			
2033 - 2042	180,000	630	20,000	15	194	660	0	0			
2043 +	120,000	420	15,000	11.25	-	0	0	0	Residential Units Total	Residents Total	Acres
TOTAL	840,000	2,940	356,000	267	1,314	4,468	150	510	1,464	4,978	122
Entitled/Agreement	840,000	2,940	346,000	259.5	1,314	4,468	150	510	1,464	4,978	119
% of TOTAL	100.0%		97.2%		100.0%		100.0%		100.0%		97.8%
Market Study Capacity	2,341,800		406,900		1,504		175		1,679		

Figure 14 – North Farmington Station Mixed-Use Area Streetscape Concept

Figure 15 – North Farmington Station Mixed-Use Area Streetscape Concept

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RECREATION NEIGHBORHOOD

The Recreation Neighborhood includes the new public park. This 13-acre amenity is a key feature of the Greenway system creating an intersection of the north south greenway with the Spring Creek Trail. This neighborhood is ideally situated to take advantage of the trail network that connects the North Station area with the regional system.

Development in the area should take advantage of the recreational and open space assets that form the centerpiece of the whole area. Existing development in the area includes several multi-family residential developments as well as Cabela's in the neighboring Family Entertainment Neighborhood east of Shepard Creek. The proximity and access to Cabela's fits with the recreation, outdoor theme of the neighborhood.

Figure 16 – North Farmington Station Recreation Neighborhood Design Concept

There are several property owners in the Recreation Neighborhood planning a mix of office, retail, and residential development. Table 3 is the planning-based development program for the neighborhood. The square footages and units represent new developments and do not include the existing multi-family or retail assets in the area.

Figure 17 – North Farmington Station Recreation Neighborhood

*Table 3: Recreation Neighborhood Development Program - 150 Acres**

	OFFICE		RETAIL/OTHER		MULTI FAMILY		TOWNHOMES				
	Sq. Ft.	Employees	Sq. Ft.	Employees	Units	Residents	Homes	Residents			
2022 - 2024	-	-	-	-	-	0	122	415			
2025 - 2027	37,500	131	10,000	8	548	1,863	188	639			
2028 - 2032	540,000	1,890	26,000	20	400	1,360	25	85			
2033 - 2042	240,000	840	-	-	-	0	80	272			
2043 +	-	-	-	-	-	0	45	153	Residential Units Total	Residents Total	Acres
TOTAL (Build-out)	817,500	2,861	36,000	27	948	3,223	460	1,564	1,408	4,787	150
Entitled/Agreement	757,500	2,651	22,000	17	760	2,584	213	724	973	3,308	100
% of TOTAL	92.7%		61.1%		80.2%		46.3%		69.1%		66.7%
Market Study Capacity	3,988,800		47,600		3,997		175		4,172		

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FAMILY ENTERTAINMENT NEIGHBORHOOD

This neighborhood is characterized by proximity to Lagoon on the east side of the freeway, the planned recreational amenities at the Davis County Fairgrounds, and the amenities of Station Park. Station Park includes restaurants and shops, a movie theater, hotel, and a public gathering space with children's playground and water fountain. New development in the area should take advantage of the amenities already in place.

The neighborhood is also the location of the FrontRunner Station which will become an important multi-modal hub bringing together the Greenway, Autonomous People Mover, and Circulating Trolley systems. Currently the station is served by a park and ride lot and a trolley that links the station to Lagoon.

Figure 18 – North Farmington Station Family Entertainment Neighborhood Design Concept

There is limited vacant property for development in the Family Entertainment Neighborhood. Most new development will occur by converting existing surface parking lots. The plan recommends that the current park and ride lot be redeveloped as multi-family housing with ground floor office and retail.

Figure 19 – North Farmington Station Family Entertainment Neighborhood

	OFFICE		RETAIL/OTHER		MULTI FAMILY		TOWNHOMES				
	Sq. Ft.	Employees	Sq. Ft.	Employees	Units	Residents	Homes	Residents			
2022 - 2024	-	-	82,500	62	480	1,632	64	218			
2025 - 2027	210,000	735	22,500	17	316	1,074	-	0			
2028 - 2032	180,000	630	37,500	28	650	2,210	35	119			
2033 - 2042	180,000	630	7,500	6	-	0	-	0			
2043 +	180,000	630	-	-	-	0	-	0	Residential Units Total	Residents Total	Acres
TOTAL (Build-out)	750,000	2,625	150,000	113	1,446	4,916	99	337	1,545	5,253	278
Entitled/Agreement	540,000	1,890	10,000	8	796	2,706	59	201	855	2,907	232
% of TOTAL	72.0%		6.7%		55.0%		59.6%		55.3%		83.4%
Market Study Capacity	1,699,200		76,500		2,408		0		2,408		

*Table 4: Family Entertainment Neighborhood Development Program - 278 Acres**

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Table 5: Family Entertainment Neighborhood Development Parking Program

	SQ. FT.	UNITS	REQ. PARKING WITHIN 1/8 MI. OF STATION
Office	151,200		227
Retail	36,000		72
Multi-family Residential	329,550	330	366
Total Required Parking for Development Program			**665**
Approx. Total Required Parking for Park-n-Ride (156-368 stalls)			264
Total Required Parking (To Service Development Program and Park-and-Ride)			930

Table 6: Off Street Parking Reductions

OFF STREET PARKING REDUCTIONS	WITHIN 1/8 MI. OF A RAIL STATION
Office	50%
Retail/commercial	50%
Residential	40%
Civic/public	50%

Off Street Parking Reductions within 1/8 mile of Rail Station per Farmington Code of Ordinances (11-18-100 Off Street Parking Space Standards)

There is additional opportunity in the Family Entertainment Neighborhood when the owners of Station Park choose to redevelop existing surface parking lots into more intense uses. The block size and road network utilized in implementing development of the Mixed-Use and Recreational Neighborhoods north of Park Lane are appropriate for redevelopment of the current Station Park surface parking lots. Care should be taken to create a pleasant pedestrian environment connecting the FrontRunner Station to Station Park by providing a 10-foot pedestrian way, activating the street level, and providing street furniture and amenities.

To estimate the ridership impacts and future park and ride needs, a parking and ridership analysis was completed by Fehr & Peers and subsequently utilized to determine the total parking needed to service the proposed development within the Family Entertainment Neighborhood development program and park-n-ride.

Table 7: Family Entertainment Neighborhood Parking Totals

PROPOSED PARKING TYPOLOGY	PROPOSED PARKING TOTALS (STALLS)
Surface Parking	180
Structured Parking	760
Total Provided Parking	**940**

According to Farmington City code of ordinances, parking requirements for any use in the mixed-use districts may be reduced by up to twenty five percent (25%) through the project master plan process, while parking within 1/8th mile of the rail station qualifies for the following reductions:

To accommodate the proposed development at the front runner station site, the proposed parking totals are included below as part of the development program:

KEY TAKEAWAYS FROM THE PARKING DEMAND ANALYSIS

Fehr & Peers reviewed historical aerial imagery and measured in-person parking utilization to better understand the existing parking demand at the Farmington FrontRunner Station park-n-ride parking lot. Historical aerial imagery shows that weekday peak parking demand ranged between 264 and 368 stalls of demand during the years leading up to the COVID-19 pandemic, but recent parking demand counts showed only 156 stalls of demand in 2021. Due to social distancing measures, UTA transit demand has decreased since 2020 and has yet to scale back up to pre-pandemic levels.

Fehr & Peers also performed several parking analyses to assess the likely parking demand of a proposed infill development in the Farmington Station park-n-ride. The shared parking analysis indicated that the development would experience between 677 and 834 stalls of demand on weekdays and between 443 and 557 stalls of demand on weekends, though Farmington only requires 665 total spaces due to the development's proximity to rail transit.

While the current park-and-ride demand is currently much lower than it was before the ongoing COVID-19 pandemic, UTA has indicated that ridership, and therefore park-and-ride demand, is anticipated to return to pre-2020 levels. Therefore, Fehr & Peers recommends meeting parking requirements from Farmington City by providing 665 spaces for the proposed infill development and providing an additional 264 spaces to meet the pre-COVID park-and-ride demand at the transit station; that equates to approximately 930 parking stalls of demand at this location. Development of the FrontRunner park and ride lot as well as other potential development within the area is reflected in Table 4 of Appendix X.

KEY TAKEAWAYS FROM THE TRANSIT PARKING UTILIZATION AND RIDERSHIP SPLIT ANALYSES

Since at least 2017, the average parking utilization at the Farmington FrontRunner Station park-and-ride lot is on average less than half the total stall count. The average parking utilization is approximately 37%. As a result, the Farmington park-and-ride lot has approximately 63% of its stalls that could be repurposed for other uses. The park-and-ride lot typically has a lower overall average utilization than the park-and-ride lots at the Clearfield, Layton, and Woods Cross FrontRunner Stations. The occupancy volume and total capacity show that Farmington has one of the lowest pre-COVID average utilization of all the evaluated park-and-ride lots. However, of the four lots evaluated, it was more than double the area size of the Layton and Woods Cross park-n-ride lots and, therefore, is not useful as a direct comparison.

Between 2019 and 2021, FrontRunner had the highest proportion of ridership share, often more than half of the total riders. Route 667 Lagoon / Station Park Shuttle typically had the second-highest proportion of riders, and route 473 SLC - Ogden Hwy 89 Express had the third-highest proportion of riders. Some of these boardings will be accounted for by transfers. For instance, there is likely a high amount of transferring between route 667 and FrontRunner. However, UTA currently has no available data on transfers, and UTA's boardings data doesn't account for them. As a result, riders may be counted twice.

Note on Situational Impacts: Travel patterns and transit ridership in Utah have been impacted by the ongoing COVID-19 pandemic. Transit ridership has declined across heavy rail, light rail, and bus1. As of the date of this plan, it remains to be seen how much or how long impacts may persist. For information regarding UTA's COVID-19 Safety and Recovery plan, visit https://arcg.is/1yOK4j.

Denver and Rio Grande Western Rail Trail located along the western boundary of the planning area.

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IMPLEMENTATION & PHASING

The development program that underlies the plan assumes a 20-year implementation period. The infrastructure, amenities, and regulatory tools needed to successfully implement the plan should be planned for in advance and put in place as development of the area progresses.

PHASING THROUGH 20-YEAR IMPLEMENTATION PERIOD

2 YEARS	LESS THAN 5 YEARS	5 YEARS	10 YEARS	20 YEARS
Commercial will come in 3-5 years. Interchange will take 2 years to complete. New utility infrastructure and major road network (Commerce and Maker) will be built. Pedestrian Crossing over Park Lane to be completed shortly after improvements to Shepard Lane. West Davis Corridor will be completed within this time frame and 950 North connection to new Shepard Lane Intersection will be completed inclusive of shared use path.	In the short term, office development in the Mixed-Use neighborhood, multi-family housing immediately south of Spring Creek and townhome development near Spring Creek and along the Denver and Rio Grande Western Trail will occur in the next few years.	Redevelopment of the FrontRunner Park and Ride lot, housing and office development near the new park in the Recreational Neighborhood, and housing and additional office development in the Mixed-Use Neighborhood will occur in the 5- to 10-year range. I-15 reconstruction from Salt Lake to Farmington will be completed improving interchanges and crossings.		Remaining developable areas throughout the North Station area will develop in response to market demand.

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REGULATING PLAN

CURRENT REGULATING PLAN

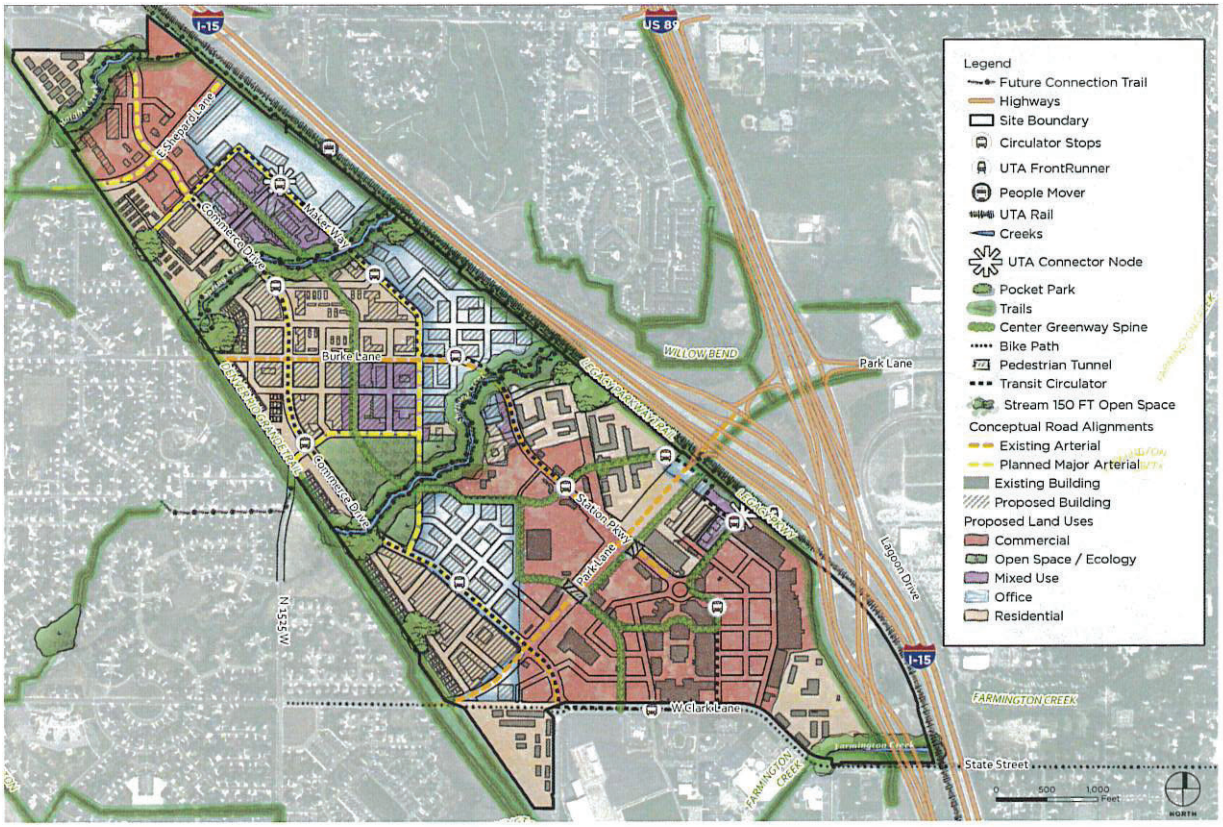
Based on the findings and concepts included in the two plans completed in 2016, the city adopted a regulating plan that identified the roadway and block network to support the contemplated development. The regulating plan has been amended to reflect decisions relating to major infrastructure investments, market changes, and updated development goals of the city and area property owners. Figure 21 is the most current version of the regulating plan and reflects the planned alignment of the backbone infrastructure for the area and an urban block network.

PROPOSED REGULATING PLAN

The following updates are recommended for the regulating plan:

- **Center Street** – a northern extension and the terminus of the Greenway System, Center Street may function as a shared use street with sidewalk dining, on street parking, and a shared lane that is a key element to enhancing pedestrian connectivity within the mixed-use neighborhood.
- **Greenway System** – a north south element connecting Station Park on the south with Center Street on the north and linking the trails and parks found throughout the North Station area. The Greenway is a key connectivity element in the plan. It provides opportunity to walk, bike, or roll to the neighborhoods and amenities throughout the area.
- **Circulating Trolley** – a transit element linking all current and proposed development areas with the FrontRunner Station.
- **Urban Block Network** – The plan proposes 264' block lengths to provide a flexible framework allowing a phased approach to implementation of proposed land uses. The smaller block network enhances the pedestrian environment and allows for efficient circulation of people and vehicles.

Figure 20 – North Farmington Area Regulating Plan 04/2022



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ZONING UPDATES

CURRENT ZONING

The planning area is divided into several mixed-use zoning districts. The provisions of the mixed-use districts provide a broad range of uses in order to encourage the development of diverse, interesting neighborhoods. All uses and structures will be sited and designed to be compatible with one another. Figure 22 is the current zoning.

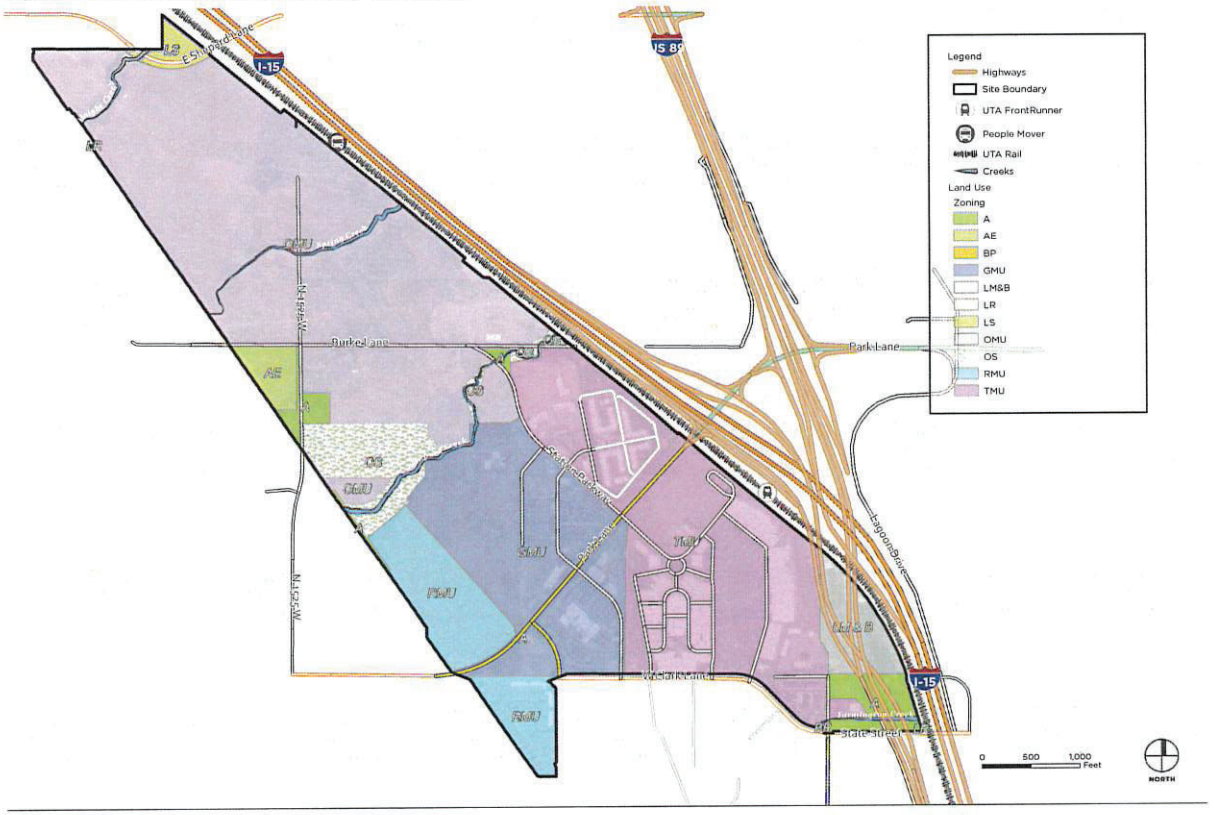
The majority of the North Station sub area is zoned **Office Mixed-Use** ("OMU"). The OMU district is intended to be primarily office and commercial, with multiple-unit dwellings allowed as a secondary use. It includes commercial uses appropriate for high visibility locations such as general office, campus uses, and employment centers near collector or arterial streets. The purpose of the district is to encourage office uses in general, allow for a higher intensity of commercial uses than in residentially focused areas, create definition along street frontages, encourage higher site and building standards, and create an attractive pedestrian environment. Uses that are incompatible with this purpose, including auto related uses, such as repair shops, and industrial uses are not allowed. Detached, single-family dwellings are also not allowed.

The next largest zoning district in the planning area is the **Transit Mixed-Use** ("TMU") district that includes most of the Station Area sub area and the developed area north of Park Lane. The TMU district consists of the approved station park regional retail and mixed-use project and other land within proximity to the transit station. TMU district projects promote walkability and enhance the desirability of transit use, allowing residents, workers, and shoppers to walk to transit and other destinations within the district. Retail uses in addition to station park are allowed; provided, that they can be designed without compromising walkability within the district. This district promotes the highest intensity of use due to its proximity to mass transit.

A significant percentage of the planning area is currently zoned **General Mixed-Use** ("GMU"). The GMU district provides for a mix of commercial, office, retail and multiple unit and attached residential uses of a higher density along or near arterials or major and minor collectors. Developments in the GMU district are required to include site and building design that enhances the character of the streets. A wide range of commercial and residential uses are allowed, including regional scale retail; provided, that it is compatible with the overall sustainable character of the area by fitting into an interconnected street network and conforms to block size, connectivity and other the development standards.

Areas along the western boundary of the planning area are currently zoned **Residential Mixed-Use** ("RMU"). The RMU district is primarily residential, allowing single-, two- or multiple-family dwellings. Along collector or arterial streets, development may be either residential or mixed-use, combining residential with

Figure 21 – North Farmington Station Area Zoning – January 2022



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neighborhood serving retail, office or service uses. Commercial uses should be located on collector or arterial streets or in areas that already have commercial uses. No maximum residential density is prescribed; instead, the scale of buildings is determined by building form, site envelope and open space standards, and parking ratios. The intent is to encourage a full range of housing types, including affordable housing options.

There are also areas of **Open Space** ("OS") in the planning area. The OS district is intended for publicly and privately owned parks, open space, natural habitats, trails, and a limited range of other uses. OS uses are intended to occur throughout the mixed-use districts to enhance the use and enjoyment of open space, especially the Shepard Creek corridor.

Current densities in all zones are constrained by height, building form, and parking regulations that relate to the type of road. Table 8 identifies the current height requirements.

Table 8: Current Mixed-use Zone District Height Requirements

ZONE	LOCAL ROAD	LOCAL PRIMARY	COLLECTOR/ ARTERIAL	I-15 TRANSITION AREA
RMU *	2		3	
GMU	3		4	
OMU **	4	3	6	5
TMU **	6		8	5
OS ***	1		1	1

** In addition to the number of stories, the RMU zone district includes building height limitations in feet.*

*** The I-15 Transition Area requirement is a height minimum for the OMU & TMU zone districts.*

**** In addition to the number of stories, the OS zone district includes building height limits in feet.*

Farmington's Project Master Plan (PMP) process is intended to establish the framework for development of large or phased projects, and an approved PMP constitutes an approved master plan for guiding all future development within the defined area. The PMP process seeks to proactively address topics surrounding transportation, mobility, connectivity, water management and quality, drainage and grading, utilities, open space and wetlands allocations, and land use areas through submittal of a conceptual plan.

A PMP is required if any part of a development is within the TMU district, or if a proposed development in the RMU, GMU, or OMU zones anticipate any resulting change in the regulating plan, establish or cause change in water drainage, or anticipate changes in the amount of open space pursuant to section 11-18-106. Design guidelines and development standards shall be required for development in the mixed-use districts, which will be reviewed by the Site Plan and Architectural Review Committee (SPARC) and may be approved as part of the PMP process. However, the PMP process allows for flexibility with regards to development standards and design guidelines as the PMP may be approved without development standards and design guidelines prior to the development plan approval.

An approved PMP may be amended at any time using the process, and may be amended simultaneously with the processing of a site plan application or a site plan amendment. The City Planner/Zoning Administrator shall determine the significance of the amendment and may seek a recommendation by SPARC to make such a determination. Major amendments may include modification of allowable height, mix of uses, or density; the changes to the amount of land dedicated to parks, trails, open space, etc.; significant changes to the location of land uses, or any other aspect of the PMP that would significantly change its character.

PROPOSED ZONING

Current zoning allows for implementation of the North Station Area plan with some minor adjustments. Some of the boundaries of the various zone districts may need to be adjusted to more closely align with proposed development type.

In addition, design standards for signage, streetscape, street lighting and street furniture should be added to criteria for development approval in order to create and maintain an identifiable urban environment.

Other zoning provisions to be considered include standards relating to automobile-oriented uses such as drive throughs and gas stations. Generally, these types of uses are discouraged in mixed-use areas and gas stations should be minimized in the North Station area. However, the pandemic has blurred the line between fast-food and fast-casual food service. Where, before March 2020, the distinctions included real estate choices and dine-in vs dine-away options, both types of food service are now emphasizing dine-away options and, increasingly, fast casual restaurants are looking at stand alone or end cap options to facilitate curb side food pick up. Zoning provisions for the North Station neighborhoods should recognize this trend and facilitate the inclusion of restaurants throughout the area. Restaurant uses requesting dine-away focus should be required to include online ordering and timed curb side pickup. This will eliminate the need for an ordering speaker and car stacking space on site. These two elements - speakers and stacking - have a negative impact on mixed-use areas by disrupting the pedestrian environment and creating noise issues for adjacent residents.

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APPENDICES

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Purpose

The North Farmington Station Transit-Oriented District (TOD) functions as the northern gateway to the greater Salt Lake metropolitan area due to its location at the apex of Interstate 15 and Highway 89. Being sandwiched between The Great Salt Lake and the Wasatch Mountains creates a unique benefit; all consumers entering and existing to the north must pass through Farmington. The North Farmington Station also serves Farmington and greater Davis County commuters with a light rail station that provides connection to the greater Salt Lake region via the Frontrunner Rail and additional stations to the north serve Layton, Clearfield, Roy, and Ogden. The North Farmington Station Transit Oriented District includes approximately 300 acres of undeveloped land, one of the largest TOD development sites on the system. This area is also anchored by Station Park, an award-winning[1] regional mixed-use development with national retail, restaurants, office, and residential. These concerted assets create a recipe for economic growth and prosperity, which must be planned and guided to ensure the district vision and potential is reached.

A Masterplan was completed in 2016 with the Utah Transit Authority (UTA) and the City of Farmington for this area, however since 2016 The North Farmington Station Area has undergone dynamic changes. During this period, ownership has changed, most of whom have consolidated with mixed-use developers or have formed partnerships with developers to take advantage of the location and development potential. In addition, the market has shifted, and each of these proposed developments has uncoordinated programs and unresolved infrastructure issues. In response, the city amended the regulating plan, addressing block structure and infrastructure to accommodate a new planned interchange and development patterns.

Going forward the city must make significant investment to align the area. Future City investment must be aligned with development opportunities to ensure that future development is sustainable and fiscally responsible. Coordinating these efforts will maximize fiscal impact and quality of life for all residents, attract a greater share of the corporate opportunities, and ensure balanced land uses. Therefore, UTA has provided funding to update the Masterplan to align development to take advantage of corporate potential, coordinate multi-modal trails and connections to rail, harness quality development along limited interstate frontage, and leverage future opportunities to create high-quality amenities to increase the quality of life for Farmington residents and increase economic development.

[1] https://www.randoco.com/2013/station-park-receives-most-outstanding-project-award/

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Benefits of Mixed-Use TOD's

Farmington is an established community with a diverse distribution of land uses, but there is still significant opportunity to bolster sustainability by taking advantage of first-class, mixed-use development, especially within the TOD context. Mixed-use environments generate much greater operational efficiencies than traditional suburban development and can leverage existing infrastructure to enhance a vibrant, mixed-use destination for the community at large.

According to the American Planning Association (APA), mixed-use districts, including TOD's, create greater value because they can create increased livability. To achieve increased levels of livability, developments should encourage walkability, integrate multi-modal transportation options, increase public and open spaces, create active/programmed places (street dining, pop-up shopping, food trucks, etc.), optimize development potential, and provide a context-sensitive housing mix to support residents of various life stages.

By optimizing land use and accessibility, TODs decrease traffic congestion, improve air quality and public health, lower the cost of living, and make opportunities more accessible (tod.org). Beyond that, successful TODs are destinations designed for people that reflect the core values and priorities of the community. They occur within the existing urban context and compliment the surrounding area. Streets, paths, buildings, open space, and other aspects of the environment are organized to optimize access to and from public transit, making it convenient for people to get where they want to be.

According to Robert Grow, CEO of Envision Utah, "TODs may become economic generators for their communities because of their variety and intensity of land use." Additionally, research shows that thirty-seven percent of new office buildings are around TOD's. This activity can be attributed to places that are situated on or near rail stations.

This Market Assessment will enable the planning team to create a market-based development program, understand timing of and capacity for phasing purposes, and accommodate phased development of various ownership parcels within one cohesive development that will maximize values for the property owners, the City, and future occupants within the district.

Executive Summary

Retail Demand - The existing retail at Station Park, connectivity via interstate and rail, as well as synergy with the Lagoon has allowed the site to establish itself as a significant regional retail destination. As a result, the retail trade area serves a significant geographic area with a population of 387,731. The result of the large regional population is significant purchasing power, and ultimately a need for a significant variety of retail goods and services. The site is ideally positioned to capitalize on the significant amount of retail demand, with the ability to support 483,183 square feet of unmet demand.

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Corporate Demand - With strong regional talent, connectivity to the greater region, and market fundamentals to support development, the study area is positioned to capture a significant amount of office development. A corporate campus of ~250,000 square feet could be absorbed on an annual basis, assuming appropriate planning and context are integrated into the larger development (housing, goods and services, infrastructure, etc.)

Residential Demand - Based on current and anticipated home ownership and rental rates, there is demand for 900 rental units and 708 owner-occupied housing units that the North Farmington Station TOD area can capture on an annual basis. The total demand for units is broken down further by income-qualified rent and home prices by age groups. The analysis assumes a moderate capture rate of the regional demand, designed to reflect the study area's potential portion of capture.

Emerging Objectives:

Based upon planned developments and input from stakeholders and staff, the following economic development-oriented objectives have been outlined as critical steps to achieving the envisioned first-class development:

- Balanced and purposeful integration of mixed-use - Creating high-quality mixed-use developments through thoughtful merchandising with the appropriate scale and density. The integration and utilization of well-defined development principles will be critical to maximize economic development opportunities. These developments should be mindful of the existing uses throughout the community and seek to leverage the existing and desired character set forth while creating a unique feel.

- Create sustainable development that continues to increase in value over time - Creating high-density districts with first-class amenities will help create the context to attract a wide range of choice talent and corporate users. Developments should relate to both the built and natural environments to maximize the value of the human experience. As properties are developed, they should relate to adjacent commercial development and incorporate appropriate transitions so that as the district develops future projects are thoughtful of adjacent uses.

- Create a phased approach that minimizes risk and maximizes returns for the city and its neighbors - Future development should be balanced so that it does not diminish the value of existing development but scales with density to achieve the greatest amount of economic impact. Quality development generally develops over time across multiple economic cycles; therefore, having strong standards in place will allow for incremental growth over time that increases in value.

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- Encourage development that maximizes the tax benefits for the City of Farmington - Quality development requires substantial public and private infrastructure. These include roads, sewer, water, drainage, parks, open space, and cost to provide public services. In addition, these facilities must be maintained and eventually replaced. Future growth, therefore, must accommodate revenues that service the public investment. Quality development will create opportunities to attract additional businesses, grow a vibrant population, and provide exciting destinations for the community; however, the city should encourage quality developments that ensure long-term growth of the tax base and quality of life to maintain fiscal sustainability and resiliency.

- Preserve natural areas and protect open space. - Open space can include public and private property. It can be active, passive, recreational, or nonrecreational. Open space has proven not only a valued amenity for human psychology, but study after study has shown that developments that integrate open space demand greater returns.

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Market Demand

Residential

To understand residential demand for the Farmington Station Area, Catalyst calculated residential demand for the competing region, defined as Davis County. The resulting regional demand was calibrated based upon Farmington Station Area's potential capture rate to arrive at a realistic absorption rate on an annual basis. The capture rate used to inform Farmington Station Area's potential capture of regional demand was informed through the utilization of historical building permits and future household projections. Demand for residential units within the Farmington Station Area is a function of projected growth across the greater region, meaning the station area will compete to capture these households amongst other communities, as well as other locations within Farmington.

To configure and better understand the potential demand, it was broken down not only by income categories, but also by age groups. This level of analysis allows for a significantly greater understanding of the potential product types in demand as the associated groupings tend to represent different preferences in terms of home typologies.

Our analysis indicates that the region is projected to gain over 1,850 total new households on an annual basis over the next five years due to net migration and natural increase (residents entering the homebuying life stage). The annual household growth is anticipated to generate potential demand for 1,195 new households based on the number of qualified earners coupled with the existing ownership propensity throughout the region. However, potential demand for new households is also significantly influenced by potential capture of those in turnover; represented by both existing owner (3,524) and renter-occupied (3,525) households who anticipate purchasing a new household upon moving. The total potential demand for new households in the region is anticipated to exceed 4,700 on an annual basis for the region. The tables below represent the relationship of qualified household income to attainable home value/affordable monthly rental rate.

Owner-Occupied **Qualifying Household Income**	**Home Value**
Less than $35,000	Less than $100,000
$35,000 - $50,000	$100,000 - $150,000
$50,000 - $75,000	$150,000 - $200,000
$75,000 - $100,000	$200,000 - $250,000
$100,000 - $150,000	$250,000 - $350,000

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$150,000 - $200,000	$350,000 - $450,000
Greater than $200,000	Greater than $450,000

Renter-Occupied **Qualifying Household Income**	**Monthly Rent**
Less than $35,000	$500 - 750
$35,000 - $50,000	$750 - $1,000
$50,000 - $75,000	$1,000 - $1,500
$75,000 - $100,000	$1,500 - $2,000
Greater than $100,000	Greater than $2,000

The Farmington Station Area is positioned to capture a sizable portion of potential future development based on existing gravity, access to jobs/population, transportation, and a variety of other factors. Limiting factors include physical constraints, zoning, drainage and floodplain, and ownership goals.

Owner-Occupied Demand

With regards to owner-occupied demand, across all income categories, our projections show that the Farmington Station Area has the potential to capture more than 700 new owner-occupied units annually based on a conservative capture rate (15% of regional demand), of which, there is demand for over 59% of total new homes valued above $250,000. To better understand, the owner-occupied residential demand was broken down not only by income categories, but also by age groups.

Most of the potential demand is anticipated to be generated by the 35 – 54-year-old age group (51%), while there is also moderate demand (22%) for the age 65+ group and 25-34 age group (17%). The consumer preferences between age groups illustrate a desire and ability for the station area to offer a variety of home typologies and product types, based on context and location among other factors. The chart below illustrates the potential annual demand for owner-occupied housing by age group within the station area.

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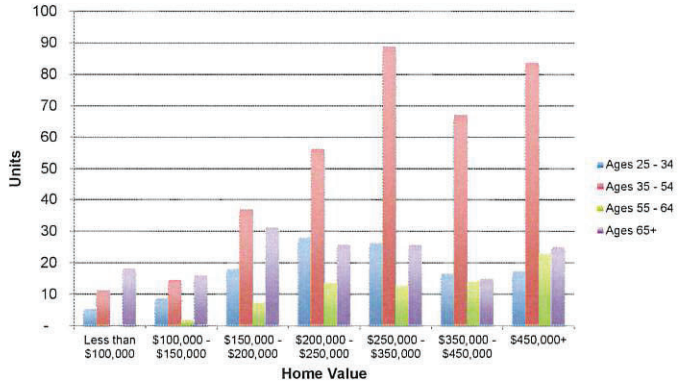
Farmington Station Area Annual Owner-Occupied Demand



Renter-Occupied Demand

The analysis of renter-occupied demand shows most of the total 900/annual unit demand (56%) is anticipated to accommodate units that support the market rate of $1,500 + monthly rent. The age group anticipated to generate the most demand is the 35 – 54-year-old age group (45%). The second largest amount of renter-occupied demand is generated by the 65+ age group (27%). The product typology for each of these age groups and price points can vary based on context.

According to Robert Grow, "Since 2010, 43% of all new multifamily units built in the Wasatch Front have been built within half a mile of a rail station, which is about a thousand steps. So that means we're building lots of housing which is transit-oriented development where people can have housing right near the station and be able to use the transit system and avoid using a car and lower the cost. "

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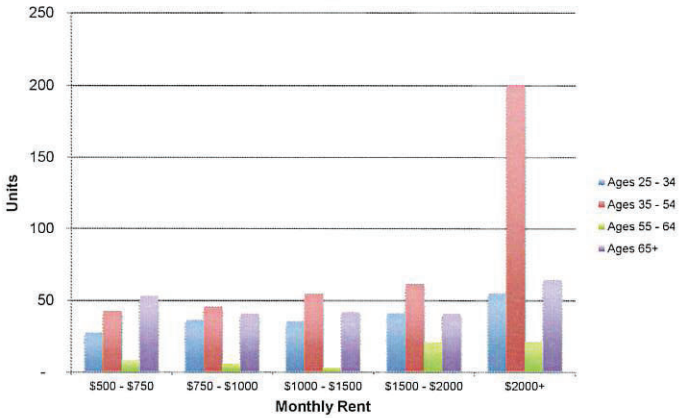
Farmington Annual Renter-Occupied Demand



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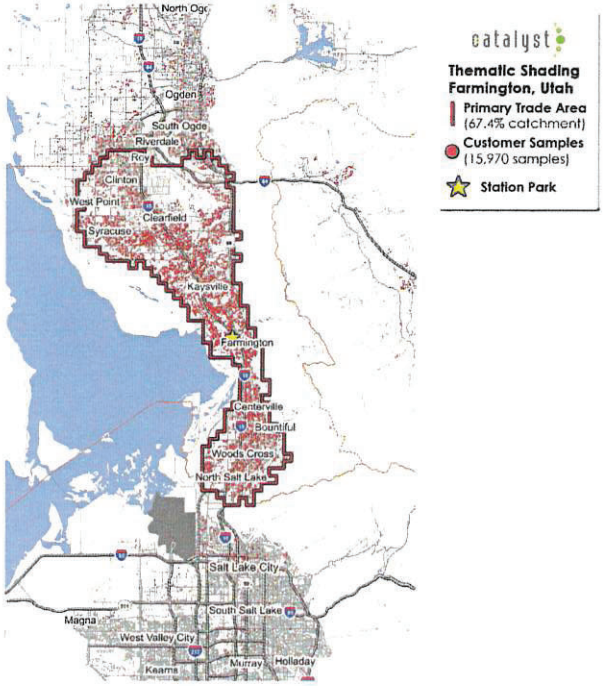
Retail

In February 2021, Catalyst conducted a customer intercept study that included nearly 16,000 unique samples. These samples were collected from the Farmington Station using Common Evening Locations (C.E.L). These samples were geocoded to statistically construct the PTA. Catalyst utilized a conservative 67.4% capture rate of the total samples to define the Primary Trade Area. Due to the regionality and gravity of Station Park, the resulting trade area is reflective of a large destination-based population served by an area covering much of the metro area. The population of the PTA is greater than 387,731 residents.



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Trade Area Summary

- Population – 378,731
- Households – 116,661
  - Owner-occupied – 75%
  - Renter-occupied – 22%
  - Vacant – 4%
- Median Household Income - $85,544
- Average Household Income - $101,242
- Median Home Value - $316,218
- Per Capita Income - $31,215
- Median Age – 31
- % Population 18+ - 68%

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

Population growth and the resulting household growth is generally the largest driver of retail demand for communities, especially in communities that are not served by disproportionate amounts of employees (major employment centers, central business districts, etc.). The residential component of the community often provides up to 80% of total retail demand in each market. Purchasing power represents the ability of a specified geography to purchase goods and services based upon the relationship of population and median household income. Research conducted by the International Council of Shopping Centers (ICSC) indicates that individuals spend 24% of their income on retail goods and services. The resulting retail goods and services purchasing power for the PTA is nearly $2.4 Billion, which equals out to 6,000,000 square feet of supportable retail goods and services (assuming $400/square foot). While the amount of retail leakage within the PTA indicates oversaturation in several categories, the undersupplied categories accrue a total 422,799 square feet of potential unmet retail demand. This potential demand accounts for categories that are currently underserved, although some oversaturate categories prove to be more resilient towards market factors and oversaturation, inducing additional demand.

With connectivity to the rest of the region via I-15, and FrontRunner rail, the site is uniquely positioned to funnel and capture destination retail gravity along these transportation routes. According to the UTA, roughly 157 people on average board the FrontRunner at Farmington Station. According to the Utah Department of Transportation (UDOT), nearly 125,000 vehicles pass by the site along I-15 daily. The resulting demand generated by commuters totals just shy

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of 15,000 square feet of demand. Gateway features and a pronounced street edge can be an integral part of attracting potential visitors and can help establish and define boundaries and celebrate an identity. The perception of a development and its ability to attract and retain interest is often shaped by the quality and experience-related key thoroughfares.

Workforce generated demand represents a strong opportunity and existing component of the overall retail demand, especially with regards to daytime population and goods and services that facilitate the workers' life. Increased corporate presence will allow the study area to remain active throughout the day, supporting goods and services, while creating partnerships between the community and employer. Typical goods and services that are driven by workforce and commuters generally include: grocery stores, health and beauty stores, gas stations, general merchandise stores, office supply stores, sporting goods stores, and restaurants and eating establishments. Workforce generated demand accounts for more than 42,000 square feet of the total potential demand for the station area.

While existing demand may be satiated by future development, future population and household growth within the PTA will continue to generate additional demand for goods and services. For example, households with a median income of $100,000 are anticipated to generate an additional $24,000 in purchasing power. At a 70% capture, each additional household making $100,000 can be estimated to generate 42 square feet of demand for retail goods and services. If the PTA adds an additional 1,000 households, this will generate demand for 4,200 square feet of retail development. Similarly, increased regional employment and traffic volumes will only increase demand as well.

According to the Urban Land Institute's (ULI) Emerging Trends in Real Estate (2021), several thousand interviewees and survey respondents indicated that "one of the most oft-mentioned themes that we heard was that COVID-19 did not create new trends but accelerated those that were already underway." To continue growing and thriving, cities will be tasked with creative adaptation. While there is no prescribed response, it's mentioned numerous times by professionals and industry experts that additional green space and outdoor activities should continue to improve livability for existing residents while retaining and attracting residents who continue to value an urban lifestyle.

The role of mixed-use, pedestrian-focused developments in cities continues to evolve from the historical perspective as a community's retail shopping hub to a cultural and entertainment destination providing a variety of uses and cultural events within a walkable context. Building upon and enhancing a walkable urban environment within Farmington will enhance and fortify its long-term well-being and sustainability. Both the immediate context and character of these environments are characterized by a street grid pattern with walkable blocks, and a variety of land uses.

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Potential Supportable Retail Square Footage by Retail Category

Category	NAICS	Workforce	Commuter	Residential	Total
Auto Parts, Accessories & Tire Stores	4413	-	457	-	457
Furniture Stores	4421	-	-	23,715	23,715
Home Furnishings Stores	4422	-	-	12,876	12,876
Electronics & Appliance Stores	4431	1,762	575	686	3,023
Bldg. Material & Supplies Dealers	4441	-	-	54,829	54,829
Lawn & Garden Equip & Supply Stores	4442	-	-	818	818
Grocery Stores	4451	3,684	1,635	94,885	100,246
Specialty Food Stores	4452	-	-	26,350	26,350
Beer, Wine & Liquor Stores	4453	-	-	1,463	1,463
Health & Personal Care Stores	446,4461	7,109	575	92	7,798
Gasoline Stations	447,4471	-	7,613	8,414	16,028
Clothing Stores	4481	1,326	628	142	2,119
Shoe Stores	4482	1,823	1,150	-	3,016
Jewelry, Luggage & Leather Goods Stores	4483	1,389	548	8,949	10,907
Sporting Goods/Hobby/Musical Instr. Stores	4511	790	575	-	1,365
Book, Periodical & Music Stores	4512	-	-	7,441	7,441
Department Stores Excluding Leased Depts.	4521	2,370	575	-	2,945
Other General Merchandise Stores	4529	10,937	863	37,271	49,071
Florists	4531	-	-	1,545	1,545
Office Supplies, Stationery & Gift Stores	4532	2,674	575	1,402	4,651
Used Merchandise Stores	4533	-	-	-	-
Other Miscellaneous Store Retailers	4539	-	-	46,363	46,363
Full-Service Restaurants	7221	3,474	967	77,791	82,279
Limited-Service Eating Places	7222	4,679	1,370		6,114
Special Food Services	7223	-	-	7,165	7,165
Drinking Places - Alcoholic Beverages	7224	-	-	10,602	10,602
Total Demand (SF)		**42,016**	**18,107**	**422,799**	**483,183**

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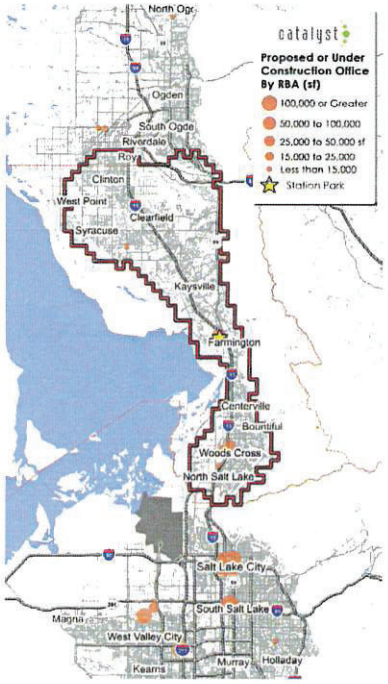
Office

Utah's thriving tech sector is driving much of the state's economic success, sourcing from its deep talent pool and relative affordability, especially compared with other growing tech hubs of the west coast. Examples of this phenomenon can be seen through a variety of developments, but perhaps none more pronounced than the Silicon Slopes, the hub of Utah's startup and tech community, and the University of Utah Research Park, also known as Bionic Valley, a bioengineering epicenter on the campus of the University of Utah in Salt Lake City.



Site Selection Magazine discusses how the success of mixed-use developments has changed the relationship between major employment and retail in an urban area, stating that "the once-discrete markets of office and retail" now share an "interwoven nature of value" in context of planning and development, meaning it is important to strike a balance between attracting new major employers and establishing new retail hubs.

Regional Characteristics

According to the Davis County Community & Economic Development department, nearly 1 in 4 jobs in the county are in government. Most of those jobs are a result of Hill Air Force Base, which constitutes over 20,000 jobs related to military, civil services, and private contracting. There are several other large regional employers located in Davis County. Davis County is home to a total of 99,735 employees, of which Farmington constitutes roughly 9.5% of total employment. A breakdown of local employment by industry is in the Appendix.

The acronym "STEM" (Science, Technology, Engineering, and Mathematics) is widely used in discussions across government, academia, and business, to characterize employment with an increased emphasis on innovation and its implications for the economy and labor market. Another

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implication of STEM employment is the utilization of office space, as these employment categories tend to rely on office employment to carry out daily activities. Of the total employment in Davis County, an estimated 39% fall within the STEM category (Information, Finance & Insurance, Real Estate Rental & Leasing, Professional, Scientific & Tech Services, Management of Companies & Enterprises, Educational Services, Health Care & Social Assistance, and Arts, Entertainment & Recreation) compared to more than 51% in Farmington. According to the Utah STEM Action Center, 10% of Utah's $150 billion economic activity is directly related to STEM activities. Concerted efforts throughout the state provide opportunities for kids to learn the necessary skills and develop them into viable employment opportunities. Regional partnerships and opportunities related to STEM make the state a premier destination for tech start-ups and local employers invested in the community. Local employers that have previously supported the STEM Awareness Campaign included Comcast, Merit Medical, Nelson Labs, IMFlash, L3, NuSkin, and ATK.

Analyzing existing employment in Farmington reveals a pattern of commuter-oriented employment. According to the U.S. Census Bureau, over 90% of people who work in Farmington live outside of the community, leaving less than 10% of the City's workforce as both residents and workers. Opportunities exist to create employment that serves the highly-educated, white-collar workforce that exists in Farmington. A table of the existing workforce characteristics in Farmington is found in the Appendix.

Corporate Attraction Factors

Corporate attraction requires satisfactory access to workforce characteristics. Some key characteristics that help inform the (re)location of corporate campus' are characterized below:

- Access to talent
- Distance to airports
- Access to a variety of transportation networks (multimodal)
- Synergies with the existing or similar industry employment (clustering)
- Availability of infrastructure (water, sewer, fiber, rail, etc.)
- Physical design and features
- Housing that supports the workforce
- Entertainment / community components

Access to Talent:

Under most circumstances, within 20 minutes of Farmington you can be at Weber State University, Hill Air Force Base, Downtown Ogden, Downtown Salt Lake City, or University of Utah.

Distance to Airport:

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Farmington is only 20 minutes away from Salt Lake International Airport via car and due to the Farmington Station, commuters can access the airport via the Green Line and Front Runner within 1 hour.

Access to multi-modal transportation:

With regards to prospective development, transportation was top of mind for most of the developers and corporate end users interviewed in the 2020 Gensler US Workforce study. Almost all participants were involved in local or regional initiatives to reduce the friction for their employees to travel and to get to work daily. Examples of efforts to improve transportation connectivity ranged from integration of high-speed rail to more direct flights, to shuttle services, to transportation as a service. Farmington is ideally positioned to support a variety of transportation methods including auto, commuter rail, and pedestrian (walking/biking).

Capturing a regional office market

The greater Ogden office market is home to over 14 million total square feet of office space product, distributed across 981 buildings. Of the total office space in the market, only 9.3% (1,308,126 square feet) is Class A.

Since 2005 Farmington has absorbed 250,777 square feet of office space compared to 2,934,223 absorbed throughout the entire Ogden market. All of Farmington's Class A office (2 buildings) has been absorbed since 2017. Alternatively, just under 60,000 square feet of the office space in Farmington is Class A.

Currently, 7.4% of the total office space in the market is vacant, compared to 11% of the Class A. While the average absorption for the Ogden market has registered at just under 175,000 square feet since 2005, nearly 45,000 of that has been Class A. The current gross direct rent of $24.77 in Farmington is significantly higher than the $18.87 in the market.

The adjacent map shows office under construction or planned in the greater Farmington region.

Given the historical rate of absorption, lack of Class A product, and established regional context, it's feasible to believe that a corporate campus of ~250,000 square feet could be absorbed on an annual basis.

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Program Justification

New experiential and entertainment uses centered on one-of-a-kind activities such as art, amusements, or food, are continuing to push the boundaries of what is supportable in shopping centers. Noticeable increases in food uses across retail venues can be observed, including food halls, which now seem ubiquitous in some areas.

	Owner-Occupied Residential	Renter-Occupied Residential	Retail	Office
Demand	**High**	**High**	**Moderate**	**High**
Opportunities	Mixed-use / Planned Development. Strong population growth and regional job market create high demand for quality housing. White-collar residents can serve the local workforce. Existing neighborhoods have set precedence for high-quality development.	Mixed-use / Planned Development. High-quality product that connects and accentuates the existing neighborhood fabric. Connectivity and open space are highly desirable amenities.	Mixed-use. Access to a largely regional population, as well as neighborhood. Growing population and incomes will create demand for additional retail. Leverage existing retail gravity from Center Park.	Corporate Campus. Access to a high-quality local population that can provide an employment pool. Multimodal transportation allows for draws from the entire region. Interstate frontage. Few owners make development more plausible. Access to vast trail network and regional interstate with corporate visibility

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Challenges	Providing wide range of housing to accommodate local workforce without creating adjacency issues.	Creating balanced neighborhoods and placement of strategic higher density product to activate developments and above commercial to maximize yield	Competing with area planned centers and second-generation space (if available)	Location is a greater distance from the SLC urban core. The Salt Lake region is a secondary market in the US.
Target	Market rate. Moderate rate. High-density	Mixed- high density product	Regional retail, entertainment, restaurants, local service, and daily needs	Class A corporate campus, co-working, regional satellite office space to cater to suburban population.
Target Market Values	$250K + home values. Mix of market with affordable mix.	$2 +/SF rental rate	$20+/SF rental rate	+/- $30/SF rental rate in market
Absorption	Demand for 708 units annually	Demand for 900 units annually	Demand for over 480,000 SF across all categories	Demand for +/- 250,000 SF annually

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Fiscal Summary

The proposed concept plan includes over 8M square feet of commercial/office, approximately 531,000 square feet of retail, and more than 8.25M square feet of residential product supporting 8,259 residential units including 350 townhomes. In addition, there are 49 additional parking facilities to accommodate the proposed program. The remainder is proposed for parks, open space, and public facilities and amenities.

Proposed Building Square Footage/Units	SF/Units	Unit Size	SF
Commercial Office	8,029,800		
Retail (1 level)	531,000		
Residential Multi Family Sq. Ft.	8,259,000		
Residential Units (1 DU / 1k sf)	8,259	2,500.0	17,238,000
Townhomes Units (west-side buffer)	264	1,800.0	475,200
Townhomes - Wasatch Properties (9.41 acres)	86	1,800.0	154,800
Apartments - Wasatch Properties (7.67 aces)	459	800.0	367,200

The proposed program creates over $5.6B in net new proposed development, and $349M in additional parking facilities. The total project value at build-out is estimated at nearly $6B.

Based upon local tax rates, the project would generate over $75M in annual net new fiscal benefits to the City of Farmington, Davis County, and local taxing entities.

PROPERTY TAXES:		Tax Rate	Annual Taxes
Total Property Tax	*Effective Rate:*	0.012537	**$75,085,333**

In addition, the additional commercial would create an estimated $106M in additional commercial revenue that would equate to an additional $7.7M in additional property taxes.

Estimated Gross Sales		$106,200,000
Utah	4.85%	$5,150,700
Davis Co	1.80%	$1,911,600
City of Farmington	0.10%	$106,200
Davis Co Tr	0.50%	$531,500
Total	**7.25%**	**$7,699,500**

Note: Assumptions are based upon similar projects and current tax rates. Results are subject to change and limited to the amount of actual future development that occurs. Future development could be affected by changing market conditions, entitlement, availability of infrastructure, and other uncontrollable or unforeseen events.

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APPENDIX B

FEHR PEERS

Memorandum

Date: January 21, 2022

To: Christine Richman, GSBS, Jordan Swain, UTA, and Farmington City staff

From: Kathrine Skollingsberg, Fehr & Peers and Christopher Bender, Fehr & Peers

Subject: **Farmington FrontRunner Park-and-ride Parking Comparison; Farmington Station Transit Ridership Split Analysis**

UT21-2764

Introduction

Areas surrounding the Farmington FrontRunner Station have undergone numerous planning efforts over the past ten years and are now experiencing tremendous growth. The area directly adjacent to Farmington Station is currently controlled by UTA and is being used as a park-and-ride. UTA would like to consolidate the car storage involved in this park-and-ride, making a substantial portion available for transit-oriented development. To better understand how much space can be used to build new transit-oriented land uses, Farmington City requested that Fehr & Peers approximate the peak parking demand in the park-and-ride.

The City of Farmington is also overseeing the development of a station area plan for the Farmington FrontRunner station. As part of this plan, the City wants the following questions answered:

- How many parking stalls are needed to support transit ridership at the FrontRunner station, and how many existing parking stalls could be repurposed for another use?
    - How does parking utilization at the Farmington FrontRunner Station park-and-ride lot compare to other park-and-ride lots at the Clearfield, Layton, and Woods Cross FrontRunner Stations?
- At the Farmington station, approximately how many riders parking in the park-and-ride lot are using FrontRunner versus the express bus or the shuttle?

Key Takeaways from the Parking Demand Analysis

Fehr & Peers reviewed historical aerial imagery and measured in-person parking utilization to better understand the existing parking demand at the Farmington FrontRunner Station park-n-ride parking lot. Historical aerial imagery shows that weekday peak parking demand ranged between 264 and 368 stalls of demand during the years leading up to the COVID-19 pandemic, but recent parking demand counts showed only 156 stalls of demand in 2021. Due to social distancing measures, UTA transit demand has decreased since 2020 and has yet to scale back up to pre-pandemic levels.

Fehr & Peers also performed several parking analyses to assess the likely parking demand of a proposed infill development in the Farmington Station park-n-ride. The shared parking analysis indicated that the development would experience between 677 and 834 stalls of demand on weekdays and between 443 and 557 stalls of demand on weekends, though Farmington only requires 665 total spaces due to the development's proximity to rail transit.

215 South 700 East, Suite 220 | Salt Lake City, UT 84102 | (801) 463-2600
www.fehrandpeers.com

While the current park-and-ride demand is currently much lower than it was before the ongoing COVID-19 pandemic, UTA has indicated that ridership, and therefore park-and-ride demand, is anticipated to return to pre-2020 levels. Therefore, Fehr & Peers recommends meeting parking requirements from Farmington City by providing 665 spaces for the proposed infill development and providing an additional 264 spaces to meet the pre-COVID park-and-ride demand at the transit station; that equates to approximately 929 parking stalls of demand at this location.

Key Takeaways from the Transit Parking Utilization and Ridership Split Analyses

Since at least 2017, the average parking utilization at the Farmington FrontRunner Station park-and-ride lot is on average less than half the total stall count. The average parking utilization is approximately 37%. As a result, the Farmington park-and-ride lot has approximately 63% of its stalls that could be repurposed for other uses. The park-and-ride lot typically has a lower overall average utilization than the park-and-ride lots at the Clearfield, Layton, and Woods Cross FrontRunner Stations. The occupancy volume and total capacity show that Farmington has one of the lowest pre-COVID average utilization of all the evaluated park-and-ride lots. However, of the four lots evaluated, it was more than double the area size of the Layton and Woods Cross park-n-ride lots and, therefore, is not useful as a direct comparison.

Between 2019 and 2021, FrontRunner had the highest proportion of ridership share, often more than half of the total riders. Route 667 Lagoon / Station Park Shuttle typically had the second-highest proportion of riders, and route 473 SLC - Ogden Hwy 89 Express had the third-highest proportion of riders. Some of these boardings will be accounted for by transfers. For instance, there is likely a high amount of transferring between route 667 and FrontRunner. However, UTA currently has no available data on transfers, and UTA's boardings data doesn't account for them. As a result, riders may be counted twice.

Note on Situational Impacts: Travel patterns and transit ridership in Utah have been impacted by the ongoing COVID-19 pandemic. Transit ridership has declined across heavy rail, light rail, and bus[1]. As of the date of this memo, it remains to be seen how much or how long impacts may persist. For information regarding UTA's COVID-19 Safety and Recovery plan, visit https://arcg.is/1yOK4j.

Study Site

The Farmington FrontRunner station is located just north of the Station Park shopping center in Farmington, Utah, just south of the Park Lane/I-15 interchange. The park-n-ride facility provides 872 total parking stalls, with 853 stalls currently usable[2]. The park-and-ride is primarily used by commuters who drive their passenger vehicles to the parking lot and then commute to other locations via FrontRunner.

A Chic-Fil-A fast food restaurant is located within the same parcel and provides 33 of its own parking stalls.

During the COVID-19 pandemic, transit ridership was observed to decline, so the park-and-ride was studied to understand the ongoing effects of the pandemic and the likely future parking demand at the station.

[1] Source: UTA Ridership Portal: https://rideuta.maps.arcgis.com/apps/dashboards/43fc69787271dc418a83343fd81c2e99

[2] As of the date of this memo, approximately 19 stalls were occupied by construction equipment. 853 stalls is the number that is used in the utilization analysis memo.

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Park-and-Ride Parking Demand

Historical Aerial Imagery Parking Occupancy Counts

Fehr & Peers reviewed pre-COVID-19 aerial imagery from Google Earth and counted the occupied parked vehicles.

- 6/4/2013: 368
- 6/16/2015: 298
- 9/10/2018: 328
- 7/18/2019: 264

The peak parking demand of 368 occupied stalls was observed on June 4, 2013; approximately 43% of total capacity.

In-Person Parking Occupancy Counts

Fehr & Peers visited the Farmington FrontRunner station on the afternoon of November 10th to observe parking occupancy at the park-and-ride. We visited the park-and-ride lot during the afternoon to observe the assumed commuter peak parking demand – after the morning commuters had all departed for work and before they had returned from work. Approximately 156 occupied parking stalls were observed in the park-and-ride facility. However, it should be noted that 38 of those parked vehicles appeared to be parked to work at the construction site to the south of the park-and-ride. Even including the construction-related parking demand, parking occupancy was observed to be less than half of the peak parking demand observed in the pre-COVID-19 aerial imagery counts.

While the park-and-ride demand is currently much lower than it was before 2020, UTA has indicated that ridership, and therefore park-and-ride demand, is anticipated to return to pre-COVID-19 levels. Therefore, Fehr & Peers recommends preserving approximately 264 park-and-ride stalls for transit users, which represents the low-end of the samples from before 2020, but over 100 stalls more than the 2021 sample.

Infill Development Parking Analysis

Since a large portion of the parking space in the Farmington Station park-and-ride remains unused all year long, UTA intends to redevelop a portion of the area into a transit-oriented development. The goal of this development is to activate and energize the area with housing, retail, and job opportunities while increasing transit ridership at the nearby commuter rail and express bus station.

The infill development is proposed to include the following land uses:

- General office space: 151,200 square feet
- Retail space: 36,000 square feet
- Mid-rise multifamily housing: 330 units

Literature Review

To understand the parking demand of the proposed infill redevelopment, Fehr & Peers reviewed and compared parking rates from the following sources to calculate the required number of parking spaces for the project site:

- Farmington, UT Code of Ordinances, 11-12-040, *Minimum Parking Spaces Required*
- Institute of Transportation Engineers (ITE) *Parking Generation Manual, 5th Edition*
- Urban Land Institute (ULI) *Shared Parking, 3rd Edition*

Farmington's minimum parking space requirements were reviewed to provide local context for the level of parking that would typically be expected of a development of this nature within the City. The ITE and ULI manuals were also reviewed to provide national-level context.

The most recent edition of ITE's *Parking Generation Manual* also includes standardized parking generation rates for 121 different land uses and differentiates the levels of parking demand observed at rural, general urban/suburban, dense multi-use urban, and center city core sites based on nation-wide data collected between 1980 and 2017.

Shared Parking is the result of a collaboration between ULI, the National Parking Association (NPA), and the International Council of Shopping Centers (ICSC) to publish national guidelines for estimating, planning, and implementing parking for mixed-use developments. The most recent *Shared Parking* edition was published in 2020 and provides parking reduction recommendations for 32 different land uses in mixed-use developments. The manual also includes recommendations for parking reductions based on time-of-day, month-of-year, non-captive ratio (parking at a single space for multiple purposes), and mode shift (drivers shifting to walk/bike/transit) factors.

Due to the large, consistently updated bodies of data in both ITE's *Parking Generation Manual* and in ULI's *Shared Parking*, both documents are considered national state-of-the-practice resources when performing parking studies and were reviewed to provide additional insight into the potential parking demands of the development.

Table 1 shows the parking requirement rates from each source listed above for the proposed future land uses.

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Table 1: Parking Requirement Rates

Source	Land Use	Units	Required Parking Rates	
			Weekday	Saturday
Farmington[1]	Studio	Dwelling Unit	1.85	1.85
	1 Bedroom	Dwelling Unit	1.85	1.85
	2 Bedroom	Dwelling Unit	1.85	1.85
	3+ Bedroom	Dwelling Unit	1.85	1.85
	Office	ksf (1,000 sq ft)	3	3
	Retail	ksf (1,000 sq ft)	4	4
ITE[2]	Studio	Dwelling Unit	1.31	1.22
	1 Bedroom	Dwelling Unit	1.31	1.22
	2 Bedroom	Dwelling Unit	1.31	1.22
	3+ Bedroom	Dwelling Unit	1.31	1.22
	Office	ksf (1,000 sq ft)	2.39	0.28
	Retail	ksf (1,000 sq ft)	3.77	4.58
ULI[3]	Studio	Dwelling Unit	0.95	1
	1 Bedroom	Dwelling Unit	1	1.05
	2 Bedroom	Dwelling Unit	1.75	1.8
	3+ Bedroom	Dwelling Unit	2.6	2.65
	Office	ksf (1,000 sq ft)	3.32	0.34
	Retail	ksf (1,000 sq ft)	3.6	4

1. Parking ratio requirements from Farmington, UT Code of Ordinances, 11-32-040, *Minimum Parking Spaces Required.*
2. ITE Parking rates from the *ITE Parking Generation, 5th Edition, 2019*, for multifamily housing (mid-rise) (land use 221), general office building (land use 710), and shopping center (land use 820).
3. ULI parking rates from *Shared Parking, 3rd Edition,* 2020, for residential (studio efficiency, 1 bedroom, 2 bedrooms, and 3+ bedrooms), office (100 to 500 ksf), and retail (<400 ksf).

The required number of parking stalls for the proposed land uses was calculated using parking rates displayed in **Table 1**. The calculated required parking spaces for the different sources are shown in **Table 2**. It should be noted that the Farmington Code of Ordinances, Title 11-18-100, includes a table with off-street parking reductions for developments near rail stations. The required parking spaces per the Farmington requirements are listed in the table, both with and without the reduction.

Table 2: Required Parking Spaces

Source	Land Use	Unit Quantity	Required Parking Spaces	
			Weekday	Saturday
Farmington	Multifamily Housing	330 Dwelling Units	611	611
	Office	151.2 ksf	454	454
	Retail	36 ksf	144	144
	Total		**1209**	**1209**
Farmington[1]	Multifamily Housing	330 Dwelling Units	366	366
	Office	151.2 ksf	227	227
	Retail	36 ksf	72	72
	Total		**665**	**665**
ITE	Multifamily Housing	330 Dwelling Units	107	100
	Office	151.2 ksf	361	42
	Retail	36 ksf	136	165
	Total		**929**	**610**
ULI	Studio	82 Dwelling Units	78	82
	1 Bedroom	82 Dwelling Units	82	86
	2 Bedroom	83 Dwelling Units	145	149
	3+ Bedroom	83 Dwelling Units	216	220
	Office	151.2 ksf	502	51
	Retail	36 ksf	130	144
	Total		**1153**	**732**

1. Farmington, UT Code 11-18-100 Table 18.4 includes recommendations to reduce residential parking by 40%, retail parking by 50%, and office parking by 50% for developments within 1/8 miles of a rail transit station.

This literature review was performed to summarize parking supply recommendations from various sources before any reductions. As shown in the table, the Farmington Code of Ordinances includes recommendations to reduce residential parking by 40%, retail parking by 50%, and office parking by 50% for developments within 1/8 miles of a rail transit station, so Farmington would only require the infill development to provide 665 total parking stalls due to its proximity to the UTA transit station.

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Shared Parking Analysis

Since the proposed infill development includes multiple uses, Fehr & Peers also performed a shared parking analysis using the methodology outlined in ULI's *Shared Parking, Third Edition* manual. *Shared Parking* contains guidelines that are considered the national state-of-the-practice for determining shared parking reductions. The methodology in *Shared Parking* "provides a systematic way to apply appropriate adjustments to parking ratios for each use in a mixed-use development" (ULI, 2020) based on nationally collected data. The shared parking analysis accounts for the following factors:

- the unit count of each proposed land use,
- traffic shifting to walk/bike/transit modes,
- trips captured internally to the development site,
- changing parking patterns by time of day,
- changing parking patterns by month of the year,
- differing patterns between employees, visitors, and residents.

The primary benefits of sharing parking are that multiple land uses can use the same parking space during different times of the day. For example, residential and office uses typically have very little overlap in parking demand (people typically are parked at home or at work, but not both), so sharing parking between the two uses reduces the need for excess parking stalls. Therefore, this analysis assumes that all parking is shared between the residential, office, and retail land uses since reserving parking for any particular land use significantly reduces the benefits of shared parking and inflates the amount of parking required by the development.

The ULI methodology requires a base parking rate and uses various reduction factors to determine the likely demand during weekday and weekend peak parking periods. To provide a range in parking demand estimates based on local and national parking demand projections, Fehr & Peers performed the analysis using the parking rates listed previously in **Table 1** from ULI's *Shared Parking* manual, Farmington's parking code, and ITE's *Parking Generation*.

Shared Parking Analysis – ULI Parking Rates

Table 3 outlines the results of the parking analysis that was performed using parking rates from ULI's *Shared Parking* manual. The "Driving Adjustment" and "Non-Captive Ratio" columns in the table show the modifications made to the base parking assumptions to account for people walking, biking, or taking transit to work, as well as parking demand captured internally within the site. **Figure 1** and **Figure 2** show the peak month daily parking demand by hour for weekdays and weekends, respectively.

As shown in **Table 3**, the shared parking analysis using ULI's parking rates indicates that, after shared parking adjustments are accounted for, the proposed land use plan for the infill development in Farmington Station's park-and-ride would result in 834 stalls of demand during weekday peak parking periods and 505 stalls of demand during weekend peak parking periods.

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Christine Richman GSBS
January 24, 2022
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Table 3: Shared Parking Demand Summary – ULI Parking Rates

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Project: Farmington Small Area Plan
Description: Shared Parking Analysis: No Reserved Residential

Table 3 Shared Parking Demand Summary
Peak Month: DECEMBER -- Peak Period: 10 PM until 6 AM

Land Use	Project Data		Weekday					Weekend					Weekday			Weekend		
	Quantity	Unit	Base Ratio	Driving Adj.	Mod. Captive Ratio	Project Ratio	Unit for Ratio	Base Ratio	Driving Adj.	Non-Captive Ratio	Project Ratio	Unit for Ratio	Peak Hr Adj. 10 AM	Peak Mo Adj. December	Estimated Parking Demand	Peak Hr Adj. 12 PM	Peak Mo Adj. December	Estimated Parking Demand
Retail																		
Retail (<400 ksf)	36.000	sf GLA	2.90	95%	97%	2.67	ksf GLA	3.20	95%	99%	3.00	ksf GLA	55%	100%	51	100%	100%	109
Employee			0.70	95%	96%	0.64		0.80	95%	96%	0.73		73%	100%	18	100%	100%	26
Food and Beverage																		
Entertainment and Institutions																		
Hotel and Residential																		
Residential, Urban																0%		
Studio Efficiency	82	units	0.85	95%	100%	0.81	unit	0.85	95%	100%	0.81	unit	60%	100%	40	68%	100%	45
1 Bedroom	82	units	0.90	95%	100%	0.86	unit	0.90	95%	100%	0.86	unit	60%	100%	42	68%	100%	48
2 Bedrooms	83	units	1.65	95%	100%	1.57	unit	1.65	95%	100%	1.57	unit	60%	100%	78	68%	100%	89
3+ Bedrooms	83	units	2.50	95%	100%	2.38	unit	2.50	95%	100%	2.38	unit	60%	100%	119	68%	100%	134
Reserved		res spaces	0.00	95%	100%	0.00	unit	0.00	95%	100%	0.00	unit	100%	100%	-	100%	100%	-
Visitor	330	units	0.10	95%	100%	0.10	unit	0.15	95%	100%	0.14	unit	20%	100%	6	20%	100%	10
Office																		
Office 100 to 500 ksf	151.200	sf GFA	0.24	95%	100%	0.23	ksf GFA	0.03	95%	100%	0.03	ksf GFA	100%	100%	35	90%	100%	4
Reserved		emp	0.00	95%	100%	0.00		0.00	95%	100%	0.00		100%	100%	-	100%	100%	-
Employee			3.08	95%	100%	2.93		0.31	95%	100%	0.29		100%	100%	443	90%	100%	40
Additional Land Uses																		
														Customer/Visitor	94		Customer	123
														Employee/Resident	739		Employee/Resident	382
														Reserved	-		Reserved	-
														Total	834		Total	505
														Shared Parking Reduction	28%			31%

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Figure 1: Weekday Peak Month Daily Parking Demand by Hour (ULI Rates)

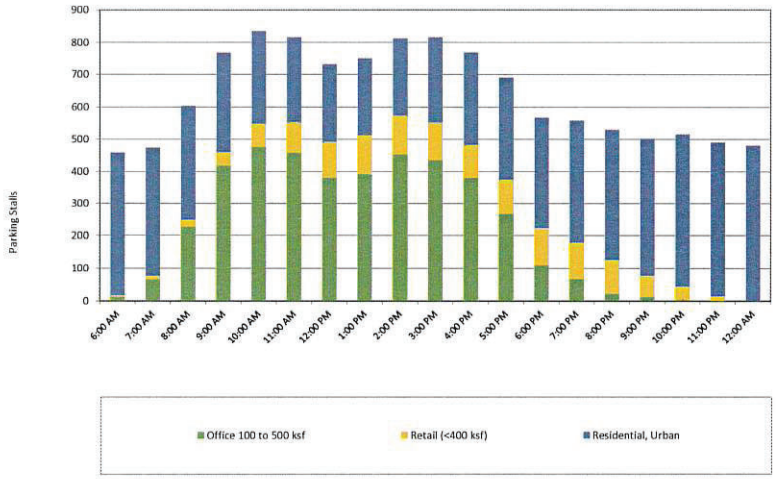
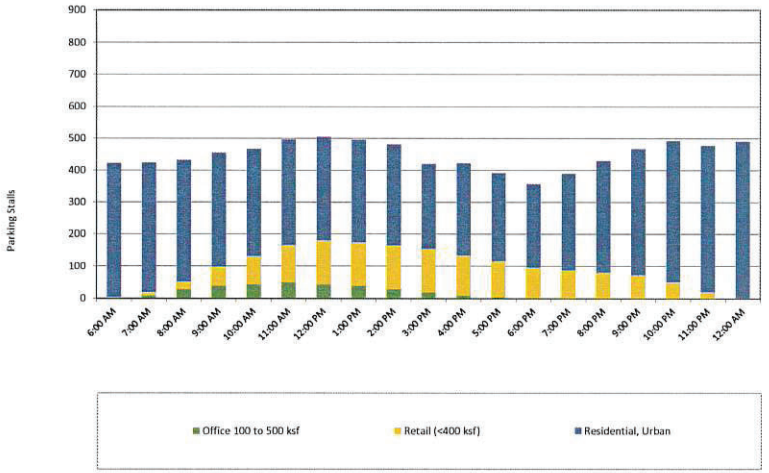


Figure 2: Weekend Peak Month Daily Parking Demand by Hour (ULI Rates)



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Shared Parking Analysis – Farmington City Parking Rates

Table 4 outlines the results of the parking analysis that was performed using Farmington City's minimum parking requirements as the parking rates. It should be noted that these rates did not include any of Farmington's reductions for proximity to rail transit to avoid "double counting" any reductions. **Figure 3** and **Figure 4** show the peak month daily parking demand by hour for weekdays and weekends, respectively.

As shown in **Table 4**, the shared parking analysis using Farmington's parking rates indicates that, after shared parking adjustments are accounted for, the proposed land use plan for the infill development in Farmington Station's park-and-ride would result in 829 stalls of demand during weekday peak parking periods and 557 stalls of demand during weekend peak parking periods.

Table 4: Shared Parking Demand Summary – Farmington City Parking Rates

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Project: Farmington Small Area Plan
Description: Shared Parking Analysis: Farmington Rates, No Reserved Residential

Table 4: Shared Parking Demand Summary

Peak Month, OCTOBER > Peak Period, 10 AM, WEEKDAY

Land Use	Project Data		Weekday					Weekend					Weekday			Weekend		
	Quantity	Unit	Base Rates	Driving Adj.	Non-Captive Ratio	Project Ratio	Unit for Ratio	Base Rates	Driving Adj.	Non-Captive Ratio	Project Ratio	Unit for Ratio	Peak hr Adj. 10 AM	Peak Mo Adj. December	Estimated Parking Demand	Peak hr Adj. 10 AM	Peak Mo Adj. December	Estimated Parking Demand
Retail																		
Retail (<400 ksf)	36.000	sf GLA	3.22	95%	97%	2.98	ksf GLA	3.20	95%	99%	3.01	ksf GLA	55%	100%	59	35%	100%	38
Employee			0.78	95%	97%	0.72		0.80	95%	97%	0.74		75%	100%	39	45%	100%	12
Food and Beverage																		
Entertainment and Institutions																		
Hotel and Residential																		
Residential, Urban																0%		
Studio Efficiency	82	units	1.60	95%	100%	1.52	unit	1.60	95%	100%	1.52	unit	60%	100%	75	85%	100%	107
1 Bedroom	82	units	1.60	95%	100%	1.52	unit	1.60	95%	100%	1.52	unit	60%	100%	75	85%	100%	107
2 Bedrooms	83	units	1.60	95%	100%	1.52	unit	1.60	95%	100%	1.52	unit	60%	100%	76	85%	100%	107
3+ Bedrooms	83	units	1.60	95%	100%	1.52	unit	1.60	95%	100%	1.52	unit	60%	100%	76	85%	100%	107
Reserved		res spaces	0.00	95%	100%	0.00	unit	0.00	95%	100%	0.00	unit	100%	100%	-	100%	100%	-
Visitor	330	units	0.23	95%	100%	0.24	unit	0.25	95%	100%	0.24	unit	20%	100%	16	100%	100%	79
Office																		
Office 100 to 500 ksf	151.200	sf GFA	0.22	95%	100%	0.21	ksf GFA	0.01	95%	100%	0.02	ksf GFA	100%	100%	32	0%	100%	-
Reserved		emp	0.00	95%	100%	0.00		0.00	95%	100%	0.00		100%	100%	-	100%	100%	-
Employee			2.78	95%	100%	2.64		0.27	95%	100%	0.26		100%	100%	400	0%	100%	-
Additional Land Uses																		
															Customer/Visitor	107		Customer	117
															Employee/Resident	721		Employee/Resident	440
															Reserved	-		Reserved	-
															Total	829		Total	557
															Shared Parking Reduction	32%			31%

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Figure 3: Weekday Peak Month Daily Parking Demand by Hour (Farmington Rates)

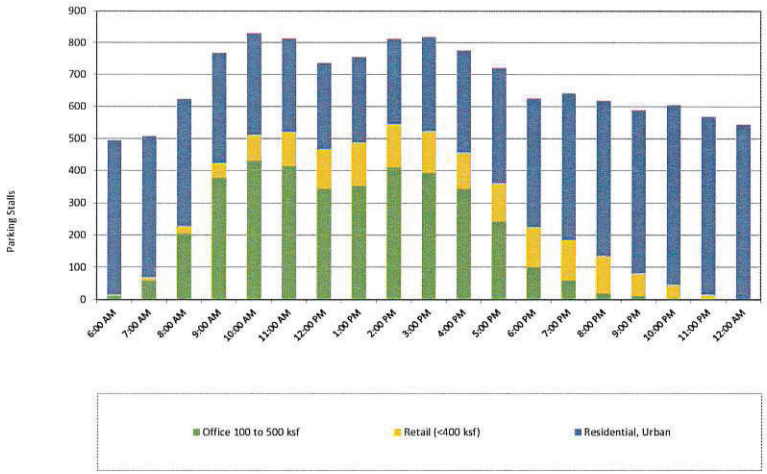
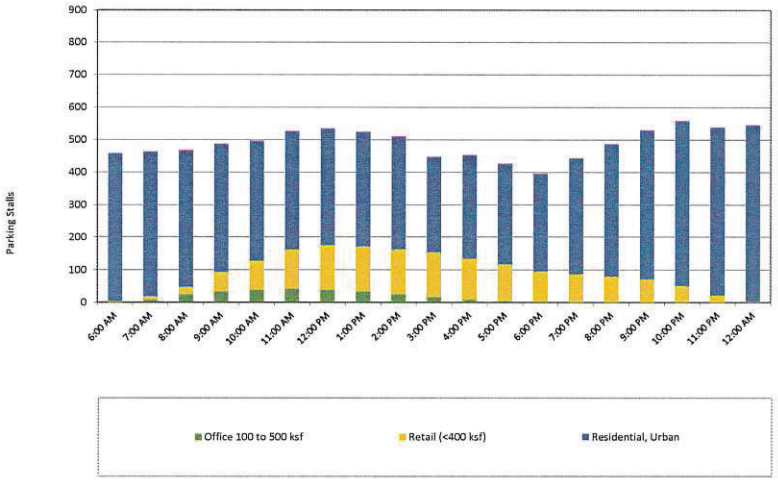


Figure 4: Weekend Peak Month Daily Parking Demand by Hour (Farmington Rates)



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Shared Parking Analysis – ITE Parking Rates

Table 5 outlines the results of the parking analysis that was performed using parking rates from ITE's *Parking Generation* manual. **Figure 5** and **Figure 6** show the peak month daily parking demand by hour for weekdays and weekends, respectively.

As shown in **Table 5,** the shared parking analysis using Farmington's parking rates indicates that, after shared parking adjustments are accounted for, the proposed land use plan for the infill development in Farmington Station's park-and-ride would result in 677 stalls of demand during weekday peak parking periods and 433 stalls of demand during weekend peak parking periods.

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Table 5: Shared Parking Demand Summary – ITE Parking Rates

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Project: Farmington Small Area Plan
Description: Shared Parking Analysis: ITE Rates, No Reserved Residential

Table 5: Shared Parking Demand Summary
Peak Month: DECEMBER – Peak Period: 3 PM, WEEKDAY

Land Use	Project Data		Weekday					Weekend					Weekday			Weekend		
	Quantity	Unit	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit for Ratio	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit for Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													3 PM	December		12 PM	December	
Retail																		
Retail (<400 ksf)	36,000	sf GLA	3.69	95%	98%	3.44	ksf GLA	3.66	95%	99%	3.45	ksf GLA	95%	100%	118	100%	100%	124
Employee			0.89	95%	98%	0.83		0.92	95%	98%	0.85		100%	100%	31	100%	100%	31
Food and Beverage																		
Entertainment and Institutions																		
Hotel and Residential																		
Residential, Urban																0%		
Studio Efficiency	82	units	1.17	95%	100%	1.11	unit	1.11	95%	100%	1.06	unit	55%	100%	51	68%	100%	59
1 Bedroom	82	units	1.18	95%	100%	1.12	unit	1.12	95%	100%	1.07	unit	55%	100%	51	68%	100%	60
2 Bedrooms	83	units	1.24	95%	100%	1.17	unit	1.20	95%	100%	1.14	unit	55%	100%	54	68%	100%	65
3+ Bedrooms	83	units	1.26	95%	100%	1.20	unit	1.24	95%	100%	1.17	unit	55%	100%	55	68%	100%	67
Reserved		res spaces	0.00	95%	100%	0.00	unit	0.00	95%	100%	0.00	unit	100%	100%	-	100%	100%	-
Visitor	330	units	0.05	95%	100%	0.05	unit	0.07	95%	100%	0.07	unit	20%	100%	3	20%	100%	5
Office																		
Office 100 to 500 ksf	151,200	sf GFA	0.18	95%	100%	0.17	ksf GFA	0.02	95%	100%	0.02	ksf GFA	45%	100%	12	90%	100%	3
Reserved		emp	0.00	95%	100%	0.00		0.00	95%	100%	0.00		100%	100%	-	100%	100%	-
Employee			2.21	95%	100%	2.10		0.22	95%	100%	0.21		95%	100%	102	90%	100%	29
Additional Land Uses																		
													Customer/Visitor		133	Customer		133
													Employee/Resident		545	Employee/Resident		310
													Reserved		-	Reserved		-
													Total		677	Total		443
													Shared Parking Reduction		28%			28%

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Figure 5: Weekday Peak Month Daily Parking Demand by Hour (ITE Rates)

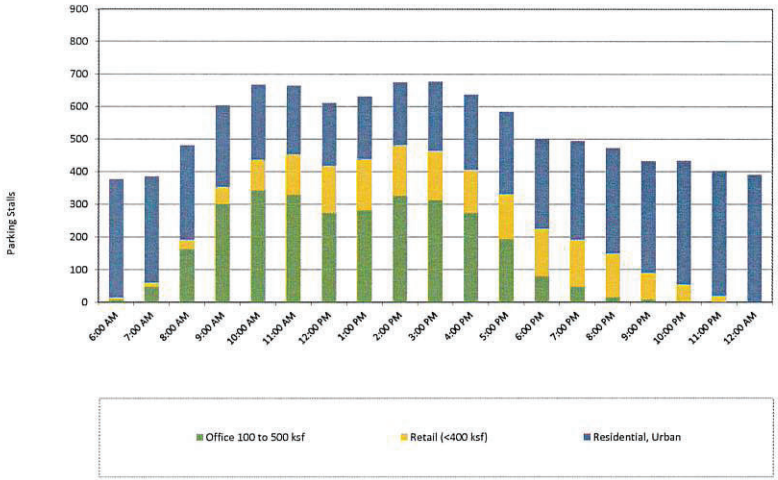
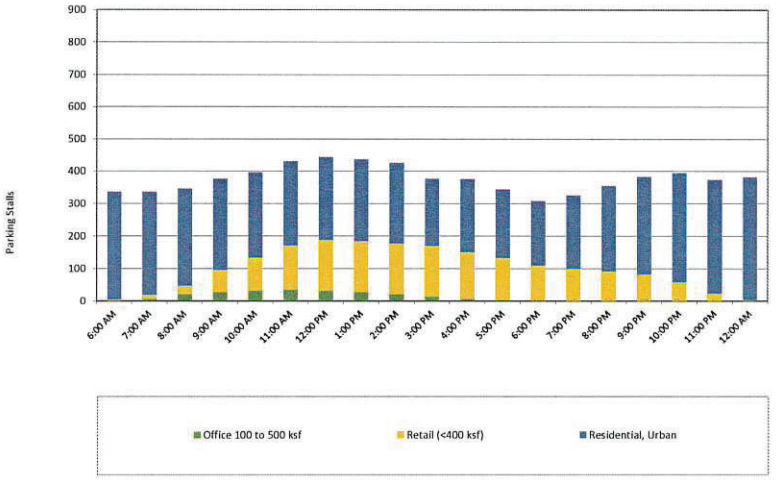


Figure 6: Weekend Peak Month Daily Parking Demand by Hour (ITE Rates)



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Shared Parking Analysis – Summary

Using ULI, Farmington, and ITE parking requirement rates, as well as reductions for non-captive ratio, mode shift, month of year, and time-of-day, the shared parking analyses indicated that the development would experience between 677 and 834 stalls of demand on weekdays and between 443 and 557 stalls of demand on weekends. The Farmington and ULI analysis results were fairly close due to their similar parking rates, whereas the ITE analysis provided the lowest results of the three due to their lower parking generation rates for residential and office uses.

Parking Recommendation

The previous park-and-ride demand counts indicated that parking demand for the transit station ranged from 156 to 368 parking stalls. While the park-and-ride demand is currently much lower than it was before 2020, UTA has indicated that ridership, and therefore park-and-ride demand, is anticipated to return to pre-COVID-19 levels. Therefore, Fehr & Peers recommends preserving approximately 264 park-and-ride stalls for transit users, which represents the low-end of the samples from before 2020, but over 100 stalls more than the 2021 sample.

Due to its close proximity to a rail transit station, the Farmington Code of Ordinances specifies that parking requirements for the proposed infill development would be reduced, so the infill development would only be required to provide 665 total parking stalls. Therefore, Fehr & Peers recommends meeting parking requirements from Farmington City by providing 665 spaces for the proposed infill development and providing an additional 264 spaces to meet the pre-COVID park-and-ride demand at the transit station; that equates to approximately 929 parking stalls of demand at this location.

Comparison of Parking Utilization at Four FrontRunner Station Park-and-ride Lots

For this analysis, four parking lots at FrontRunner stations in Davis County, Utah, were evaluated: Farmington, Clearfield, Layton, and Woods Cross. Park-n-ride lots in this context are rail-adjacent, primarily used by commuters who drive their passenger vehicles to the parking lot and then commute to other locations via FrontRunner or bus. A summary of these lots is provided in **Table 6**.

Farmington

Clearfield

Layton

Woods Cross

Imagery source: Google Earth. Image date: August 28, 2021.

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- The **Farmington FrontRunner station** is located at 450 N. 800 W., just north of the Station Park shopping center in Farmington, Utah, just south of the Park Lane I-15 interchange. The park-n-ride facility provides 872 total parking stalls, with 853 stalls currently usable[3].
- The **Clearfield FrontRunner station**, located at 1250 S. State St., is west of the Freeport Center. The park-n-ride facility provides 890 total parking stalls[4].
- The **Layton FrontRunner station**, at 150 S. Main St., is located south of the Kays Crossing Apartment complex, just north of the Layton Parkway I-15 interchange. The park-n-ride facility provides 391 total parking stalls[4].
- The **Woods Cross FrontRunner station** is located at 750 S. 800 W., southwest of the 500 South I-15 interchange. The park-n-ride facility provides 233 total parking stalls[4].

Table 6. Parking Inventory

			Parking Stalls		
FrontRunner Station	Address	Parking Lot Type	Regular Stalls	Handicap Stalls	Total Stalls
Farmington	450 N. 800 W., Farmington 84025	*Park-and-ride lot with extended parking*	854	18	**872**
Clearfield	1250 S. State St., Clearfield 84015	*Park-and-ride lot with extended parking*	870	20	**890**
Layton	150 S. Main St., Layton 84041	*Park-and-ride shared lot with free day parking only*	379	12	**391**
Woods Cross	750 S. 800 W, Woods Cross 84087	*Park-and-ride lot with extended parking*	219	14	**233**

Source: UTA, Google Earth, and Fehr & Peers.

Parking Occupancy Counts

Fehr & Peers conducted parking occupancy counts via two methods: reviewing aerial satellite imagery from Google Earth and analyzing park-and-ride lot count and utilization data collected by UTA.

Historical Aerial Imagery Parking Occupancy Counts

Fehr & Peers reviewed aerial imagery from Google Earth and calculated the occupied parking stalls to help determine pre-pandemic parking utilization. The dates of the aerial imagery reviewed were chosen because they are weekdays and were taken during the daytime. The results are in **Table 7**.

[3] *As of the date of this memo, approximately 19 stalls were occupied by construction equipment. 853 stalls is the number that is used in the utilization analysis memo.*
[4] *Data source: UTA*

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Table 7. Historical Parking Occupancy Counts

	Station			
	FARMINGTON	CLEARFIELD	LAYTON	WOODS CROSS
Date	*# of vehicle-occupied stalls*	*# of vehicle-occupied stalls*	*# of vehicle-occupied stalls*	*# of vehicle-occupied stalls*
Tuesday, June 4, 2013	368	318	317	155
Tuesday, June 16, 2015	298	397	306	118
Monday, September 10, 2018	328	461	345	210
Thursday, July 18, 2019	264	308	267	111

Source: Google Earth, and Fehr & Peers.

UTA-Collected Parking Occupancy Counts and Utilization Data

Typically, rail conductors take UTA's monthly park-and-ride lot count and utilization data midweek and on Saturdays after approximately 10:00 am at FrontRunner stations. These are close approximations as it is not always possible for conductors to count every passenger vehicle. Therefore, they may not accurately reflect the exact parking occupancy. For the purpose of this analysis, 2017 through 2021 weekday occupancy counts were used.

The results are in **Table 8**, with peak parking demands at each lot in bold.

Table 8. UTA Weekday Parking Occupancy Counts

	Station			
	FARMINGTON	CLEARFIELD	LAYTON	WOODS CROSS
Date	*# of vehicle-occupied stalls*	*# of vehicle-occupied stalls*	*# of vehicle-occupied stalls*	*# of vehicle-occupied stalls*
2017				
Wednesday, January 4, 2017	341	**462**	401	216
Wednesday, February 8, 2017	336	454	394	229
Wednesday, March 8, 2017	331	455	378	210
Wednesday, April 5, 2017	339	436	381	228
Wednesday, May 3, 2017	331	402	391	228
Wednesday, June 7, 2017	329	394	381	227
Tuesday, July 11, 2017	437	318	410	227
Wednesday, August 2, 2017	350	391	337	176
Tuesday, August 8, 2017	437	318	410	227
Wednesday, September 6, 2017	341	402	399	221
Wednesday, October 11, 2017	392	315	410	184
Wednesday, November 1, 2017	415	402	401	206
Wednesday, December 6, 2017	403	317	415	289
2018				
Wednesday, January 3, 2018	438	349	**425**	291
Wednesday, February 7, 2018	425	338	394	288
Wednesday, March 7, 2018	402	359	394	187
Wednesday, April 4, 2018	402	334	413	177
Wednesday, May 2, 2018	415	306	394	206
Wednesday, June 6, 2018	446	297	401	193
Wednesday, September 5, 2018	395	334	416	219

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Wednesday, October 3, 2018	388	429	412	**306**
Wednesday, November 7, 2018	391	411	409	299
2019				
Tuesday, February 5, 2019	383	410	417	280
Tuesday, March 5, 2019	411	419	416	299
Wednesday, April 3, 2019	441	439	410	229
Wednesday, May 1, 2019	497	415	350	196
Wednesday, June 5, 2019	503	302	401	199
Wednesday, July 10, 2019	499	285	390	203
Wednesday, August 7, 2019	481	324	410	227
Wednesday, September 4, 2019	**511**	339	411	301
Wednesday, October 2, 2019	503	340	409	294
Wednesday, November 6, 2019	503	340	409	294
Wednesday, December 4, 2019	497	330	417	302
2020				
Wednesday, January 8, 2020	419	419	403	207
Wednesday, March 4, 2020	409	355	399	302
Wednesday, April 1, 2020	60	26	51	28
Wednesday, May 6, 2020	49	31	59	19
Wednesday, June 3, 2020	39	37	47	23
Wednesday, July 1, 2020	54	50	66	19
Thursday, September 3, 2020	70	63	92	44
Wednesday, November 4, 2020	130	62	158	78
Wednesday, December 2, 2020	182	130	158	84
2021				
Wednesday, January 6, 2021	70	54	81	35
Wednesday, February 3, 2021	77	65	89	41
Wednesday, March 3, 2021	75	49	82	31
Wednesday, April 7, 2021	71	75	101	42
Wednesday, May 5, 2021	95	45	109	41
Wednesday, June 2, 2021	72	34	29	31
Thursday, July 8, 2021	77	35	22	33
Wednesday, August 4, 2021	113	110	135	69
Wednesday, September 1, 2021	97	37	83	17
Wednesday, October 13, 2021	221	135	141	121
Wednesday, November 3, 2021	196	156	137	90
Thursday, December 9, 2021	122	141	161	98

Source: UTA

Parking Occupancy Utilization Counts

Parking occupancy utilization was calculated by dividing the total number of vehicle-occupied stalls observed in the parking occupancy counts by the total capacity in the same parking lot.

At the Farmington FrontRunner station, the peak parking demand of occupied stalls was observed on June 4, 2013, with 368 vehicle-occupied stalls, approximately 42% of the total capacity[5]. That same day, for Clearfield, Layton, and Woods Cross FrontRunner Stations, the total parking demand was 41%, 81%, and 67% of their total capacities, respectively.

The peak parking demand for Clearfield, Layton, and Woods Cross FrontRunner Stations, was observed on September 10, 2018, with an approximate total parking demand that day of 52%, 88%, and 90%, respectively. **Table 9** gives an overview of the capacity and utilization results.

Table 9. Occupancy Volume and Total Capacity

FrontRunner Station	Total Stalls	2013 % of Total Capacity	2015 % of Total Capacity	2016 % of Total Capacity	2017 % of Total Capacity	2018 % of Total Capacity	2019 % of Total Capacity	2020 % of Total Capacity	2021 % of Total Capacity	Average Parking Utilization
Farmington	872	42%	45%	45%	42%	46%	52%	15%	12%	**37%**
Clearfield	890	41%	45%	49%	44%	41%	40%	12%	9%	35%
Layton	391	81%	78%	98%	96%	88%	86%	18%	25%	71%
Woods Cross	233	67%	78%	83%	92%	85%	83%	22%	23%	67%

Source: UTA, Google Earth, and Fehr & Peers

As noted in this memo's park-n-ride parking demand section, Fehr & Peers conducted in-person parking occupancy counts at the Farmington FrontRunner station park-n-ride on the afternoon of November 10, 2021. Approximately 156 occupied parking stalls[6] were observed in the park-and-ride facility. Parking occupancy was observed to be less than half of the peak parking demand observed in the pre-COVID-19 aerial imagery counts.

The Farmington FrontRunner Station park-and-ride lot typically has a lower overall average utilization than the park-and-ride lots at the Clearfield, Layton, and Woods Cross FrontRunner Stations. The occupancy volume and total capacity show that Farmington has one of the lowest pre-COVID average utilization of all the evaluated park-and-ride lots. However, of the four lots evaluated, it was more than double the area size of Layton and Woods Cross park-n-ride lots and, therefore, is not necessarily useful as a direct comparison. However, the average parking utilization for the Farmington FrontRunner Station park-and-ride lot is approximately 37%. As a result, the Farmington park-and-ride lot has approximately 63% of its stalls that could be repurposed for other uses.

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Transit Ridership Split Analysis

Background

At the Farmington FrontRunner station, the City wants to know approximately how many riders who park in the park-and-ride lot ride FrontRunner versus the other modes of transit that serve the station.

Stops and Routes that Serve the Farmington FrontRunner Station

As of December 2021, four transit stops serve the Farmington FrontRunner station. Three are bus stops, and one is a heavy rail stop.

- **BB301055**: Farmington Station (Bay D)
- **BB301056**: Farmington Station (Bay E)
- **BB301057**: Farmington Station (Bay F)
- **FR301084**: Farmington FrontRunner (Heavy Rail)

These stops and the routes they serve are listed in **Table 11**.

Table 11. Stops and Routes served at the Farmington FrontRunner Station

Stop Name	Stop ID	Routes Served	Route Line Name	Route Type	Mode
Farmington Station (Bay D)	BB301055	667	Lagoon / Station Park Shuttle	Local	Bus
Farmington Station (Bay E)	BB301056	455	U of U/Davis County/WSU	Local	Bus
Farmington Station (Bay F)[7]	BB301057	473	SLC - Ogden Hwy 89 Express	Express	Bus
Farmington FrontRunner	FR301084	750	FrontRunner	Heavy Rail	Rail

Source: UTA

Note Regarding Route 667

Route 667 runs year-round with additional late-evening service during the summer for Lagoon summer hours, as shown in **Figure 7**. Because UTA's stop-level data is not broken down by hour, it cannot be determined precisely how many riders are taking 667 in the extended summer hours compared to the rest of the day. Thus, an approximation was made for this analysis based on the previous data.

[7] *On weekdays until the route's suspension in July 2020, Farmington Station (Bay F) stop BB301057 served route 456 Ogden-Uintah-Rocky Mountain Express, with an average daily weekday boarding of 47 riders between January 2020 to July 2020. As there currently is no schedule data available prior to January 2020, this route was omitted from the analysis.*

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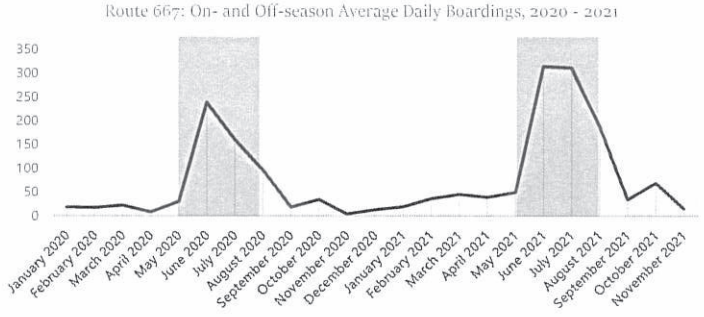

Figure 7: On- and off-season average daily boardings for 2020-2021. Peak on-season is highlighted in green. Source: UTA

Methodology

Fehr & Peers compiled and evaluated the average daily weekday boardings at all four stops from 2017 to 2021. Then, using the parking occupancy utilization counts from the first part of this memo, Fehr & Peers developed an estimated proportion of people riding each transit type. The details of which are outlined in the following sections.

It is important to note that this analysis doesn't account for transfer activity, accounting for some boardings between different routes. For instance, there is likely a high amount of transferring occurring between route 667 and FrontRunner. However, UTA currently has no available data on transfers, and UTA's boardings data doesn't account for them. As a result, riders may be counted twice in this portion of the analysis.

Average Daily Weekday Ridership

The average daily weekday ridership is a key metric to help determine ridership split. In the UTA system, passengers are counted via automated passenger counters. The most recent data is made accessible via the Utah Transit Authority Data Portal[8].

What data is available has been pulled from the UTA Transit Portal and from data provided by UTA staff. There exists gaps in the pre-pandemic stop-level boarding data for the bus. For the purpose of this analysis, the 2017 through 2021 data is used for **Tables 12, 13,** and **14.**

[8] https://data-ridedata.opendata.arcgis.com/

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Table 12. Average Annual Weekday Boardings at the Farmington FrontRunner Station

	Stop ID	Rte #	Route Line Name	Average Weekday Boardings 2017	2018	2019	2020	2021
Farmington Station (Bay D)	BB301055	667	Lagoon / Station Park Shuttle	248	284	113	77	102
Farmington Station (Bay E)	BB301056	455	U of U/Davis County/WSU	57	86	45	20	27
Farmington Station (Bay F)	BB301057	473	SLC - Ogden Hwy 89 Express	363	475	218	24	31
Farmington FrontRunner	FR301084	750	FrontRunner	447	567	564	245	247

Source: UTA

Transit Ridership Split

From **Table 9,** the Farmington FrontRunner station park-and-ride lot has an average number of passenger-vehicle-occupied stalls at approximately 37% or 315 stalls. However, there is not enough data at this point to consider this a usable number for determining ridership split. Hence, the data is broken down into individual years in **Table 13.**

Fehr & Peers looked at the average daily boardings for each route and each year and divided it over the total average daily boardings for all routes to determine ridership split. The ridership split for 2017 through 2021 was calculated based on data provided by UTA, as seen in **Table 13.**

Table 13. Farmington FrontRunner Station Occupancy Volume and Ridership Split

Stop ID	Route #	2017 Avg Daily Boardings	2017 Boarding as a % of total riders	2018 Avg Daily Boardings	2018 Boarding as a % of total riders	2019 Avg Daily Boardings	2019 Boarding as a % of total riders	2020 Avg Daily Boardings	2020 Boarding as a % of total riders	2021 Avg Daily Boardings	2021 Boarding as a % of total riders
(Bay D) B301055	667	248	**22%**	284	**20%**	133	**14%**	77	**21%**	102	**25%**
(Bay E) B301056	455	57	**5%**	86	**6%**	45	**5%**	20	**5%**	27	**7%**
(Bay F) B301057	473	363	**33%**	475	**34%**	218	**23%**	24	**7%**	31	**8%**
Farmington FrontRunner FR301084	750	447	**40%**	567	**40%**	564	**59%**	245	**67%**	247	**61%**
TOTAL RIDERS:		1,115		1,412		960		366		407	

Source: UTA

By looking at the stop-level average daily boardings for the available data, Fehr & Peers determined the ratio of riders for each route. On average, FrontRunner has the highest number of riders. Route 667 Lagoon / Station Park Shuttle typically has the second-highest proportion of riders. The SLC – Ogden Hwy 89 Express, route 473, has the third-highest proportion of riders. The 455 - U of U/Davis County/WSU bus typically has the lowest proportion of riders. The details of this are included in **Table 14.**

FEHR & PEERS

Memorandum

Date: January 21, 2022

To: Christine Richman, GSBS, Jordan Swain, UTA, and Farmington City staff

From: Kathrine Skollingsberg, Fehr & Peers and Christopher Bender, Fehr & Peers

Subject: **Farmington FrontRunner Park-and-ride Parking Comparison; Farmington Station Transit Ridership Split Analysis**

Introduction

Areas surrounding the Farmington FrontRunner Station have undergone numerous planning efforts over the past ten years and are now experiencing tremendous growth. The area directly adjacent to Farmington Station is currently controlled by UTA and is being used as a park-and-ride. UTA would like to consolidate the car storage involved in this park-and-ride, making a substantial portion available for transit-oriented development. To better understand how much space can be used to build new transit-oriented land uses, Farmington City requested that Fehr & Peers approximate the peak parking demand in the park-and-ride.

The City of Farmington is also overseeing the development of a station area plan for the Farmington FrontRunner station. As part of this plan, the City wants the following questions answered:

- How many parking stalls are needed to support transit ridership at the FrontRunner station, and how many existing parking stalls could be repurposed for another use?
  - How does parking utilization at the Farmington FrontRunner Station park-and-ride lot compare to other park-and-ride lots at the Clearfield, Layton, and Woods Cross FrontRunner Stations?
- At the Farmington station, approximately how many riders parking in the park-and-ride lot are using FrontRunner versus the express bus or the shuttle?

Key Takeaways from the Parking Demand Analysis

Fehr & Peers reviewed historical aerial imagery and measured in-person parking utilization to better understand the existing parking demand at the Farmington FrontRunner Station park-n-ride parking lot. Historical aerial imagery shows that weekday peak parking demand ranged between 264 and 368 stalls of demand during the years leading up to the COVID-19 pandemic, but recent parking demand counts showed only 156 stalls of demand in 2021. Due to social distancing measures, UTA transit demand has decreased since 2020 and has yet to scale back up to pre-pandemic levels.

Fehr & Peers also performed several parking analyses to assess the likely parking demand of a proposed infill development in the Farmington Station park-n-ride. The shared parking analysis indicated that the development would experience between 677 and 834 stalls of demand on weekdays and between 443 and 557 stalls of demand on weekends, though Farmington only requires 665 total spaces due to the development's proximity to rail transit.

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FEHR & PEERS

Memorandum

Date: January 21, 2022

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From: Kathrine Skollingsberg, Fehr & Peers and Christopher Bender, Fehr & Peers

Subject: **Farmington FrontRunner Park-and-ride Parking Comparison; Farmington Station Transit Ridership Split Analysis**

UT21-2764

Introduction

Areas surrounding the Farmington FrontRunner Station have undergone numerous planning efforts over the past ten years and are now experiencing tremendous growth. The area directly adjacent to Farmington Station is currently controlled by UTA and is being used as a park-and-ride. UTA would like to consolidate the car storage involved in this park-and-ride, making a substantial portion available for transit-oriented development. To better understand how much space can be used to build new transit-oriented land uses, Farmington City requested that Fehr & Peers approximate the peak parking demand in the park-and-ride.

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FEHR & PEERS

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APPENDIX C

SUSTAINABILITY • PLANNING & ECONOMICS • HEALTHCARE & MEDICAL EDUCATION

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Meeting Notes
Farmington Small Area Station Plan
Internal Stakeholder Meeting #2
June 09, 2021
1:30 – 3:30 PM

#	Time	Description	Responsible
1	1:30 – 1:45	Intro	Christine Richman
2	1:45 – 1:55	Purpose	Christine Richman
3	1:55 – 2:05	Existing Conditions Review	Jason Claunch
4	2:05 – 2:15	Market Review	Jason Claunch
5	2:15 – 2:25	Visioning	Jason Claunch
6	2:25 – 2:35	Priorities/Values	Jason Claunch
7	2:35 – 2:45	Challenges	Jason Claunch
8	2:45 – 3:00	Regulatory Tools	Jason Claunch / Christine Richman
9	3:00 – 3:20	Mapping Exercise	All
10	3:20 – 3:30	Closing remarks/comments	All
	3:30	Adjourn	

ATTENDEES

- Alex Leeman, Head of Planning Commission
- Shannon Hansell – Planning / GIS Specialist
- Meagan Booth – Associate planner
- Rebecca Wayment – City Council
- Shane Pace – City Manager
- Jim Talbot – Mayor
- David Peterson – Community Development Director
- Larry Steinhorst – Planning Commission
- John David Mortensen – Planning Commission
- Scott Isaacson – City Council
- Chad Boshell – City Engineer
- Brigham Mellor – Assistant City Manager (online first half)
- Jordan Swain, UTA (online)
- Christy Dahlberg, WFRC (online)
- Christine Richman, GSBS
- Jason Claunch, Catalyst Commercial

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- Paulo Aguilera, GSBS
-
- Ladd Schiess, GSBS
- Kathrine Skollingsburg, Fehr & Peers

- Purpose – Understand overarching vision from City to focus on tools to ensure development success.
- Reviewed Myths: addresses perspective on density and balancing adjacencies.
- Market Review
  - One opportunity to create a thriving and efficient market, it can't be replicated

Lightning Round – One-word answers in response to following topics.

- Vision:
  - Infrastructure (Chad Boshell)
  - Jobs / Reason to Stay (Scott Isaacson)
  - Tax revenue (Jon David Mortensen)
  - Close by living, Live near work, variety of res. (Larry Steinhorst)
  - Housing / Mixed-use integrated (not thanksgiving point) (David Petersen)
  - Ease of access – Well performing road network (Jim Talbot)
  - Gathering place (Shane Pace)
  - Beauty
  - Programming – day and night
  - Sustainability- take advantage of tech & knowledge of 2021 (Shannon Hansell)
  - Tied together w/ ribbons of greenway and urban park (not soccer park) and trees
  - Re-use (not tear down or build disposable)
- Challenges
  - Making sure development comes together as a unified vision
  - Connections- "get over busy streets"
  - How to pay for it?
  - Connection across railroads
  - Do not become like Hill Field Rd @ Layton
    - Spread out traffic
  - Timing – 'we are already designing roads and facing applications'
  - Rely on developers to implement plan – Urban Design Standards
  - Be unique; keep Farmington unique and pride
  - Design standard – lights landscape, signage
- Values/Brand
  - Identity/pride/awareness
  - First-class
  - Trees- connected to nature – trails, Sycamore trees

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- Lagoon

- Tools: Set standard and stick to it
- Discussion on question: "Who's the competition regionally?"
  - Competition is national.

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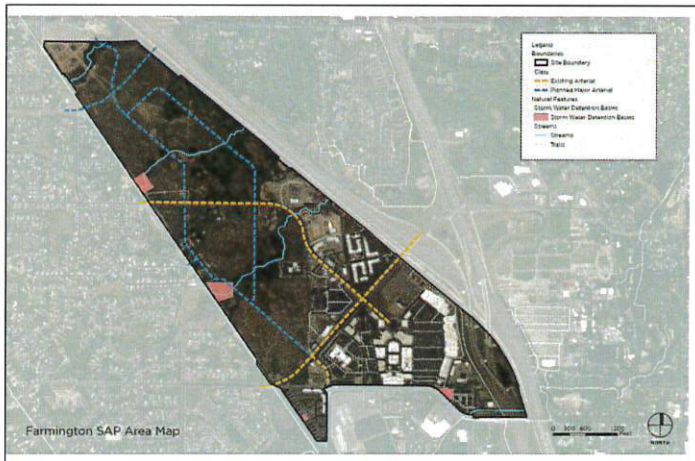
Purpose

Assets

- Transportation/Transit/Trail Network
- Community Redevelopment Area
- Interested and Engaged City
- Interested and Engaged Developers
- Consolidating Land Ownership
- Market Demand



Existing Conditions
Assets

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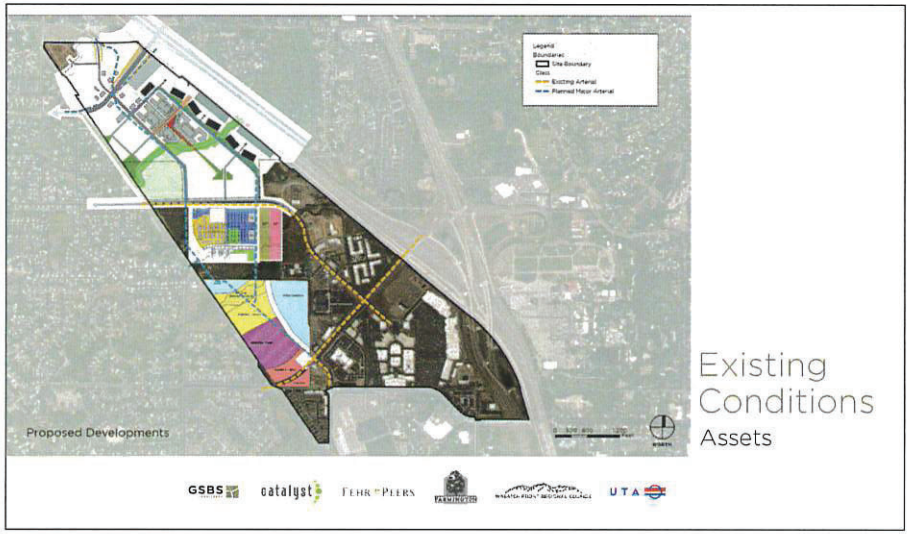
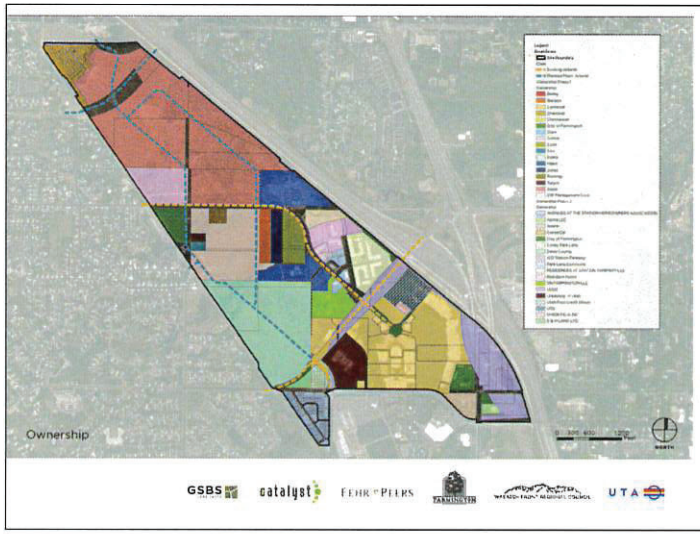


Existing Conditions
Assets



Existing Conditions
Ownership

Existing Conditions

Myths –

- Density / Adjacency
- Traffic / Congestion
- No Market
  - Post – Covid
  - Retail
  - Hospitality
  - Office

Market

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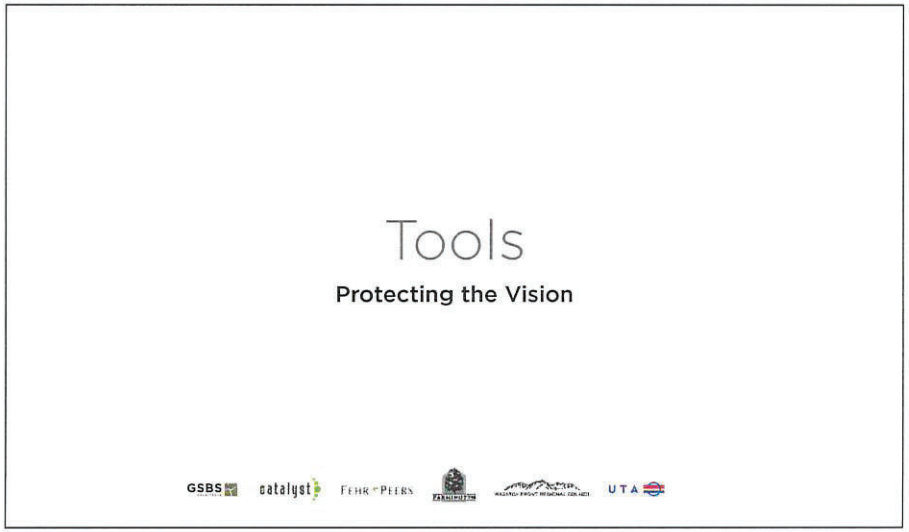

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Tools

Form & Configuration

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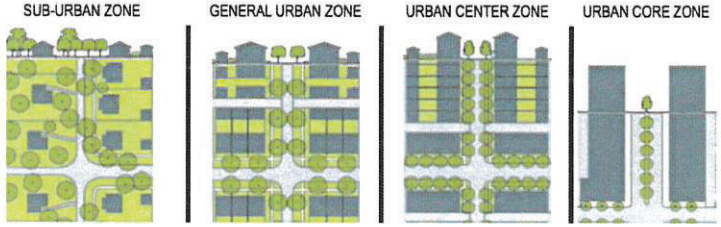
Rural to Urban



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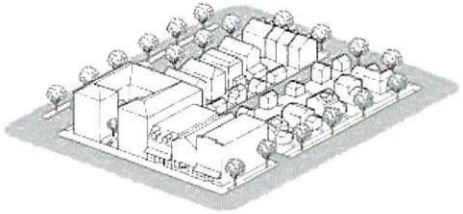

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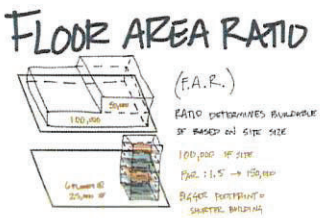

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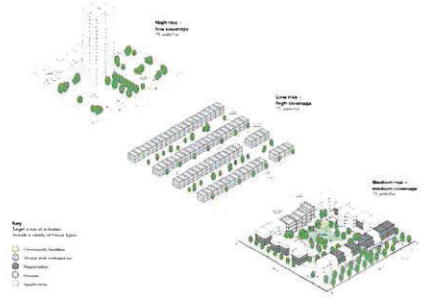
Tools

Density



Densities & Building Typologies

- 1.3 acres
- 4 story building
- A mix of 1, 2 and 3 bedrooms
- 48 units @ 12 unit/floor

- 1.3 acres
- 4 story building
- Only 1 bedrooms
- 64 units @ 16 unit/floor

Unit Size and Mix

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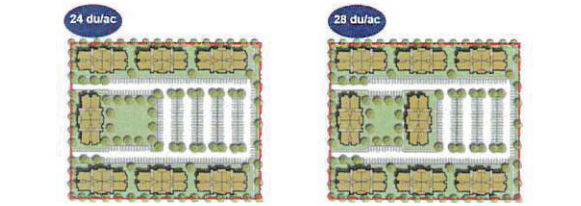

Accommodating Density

- Invisible Densities
- Visible Densities

Invisible Densities

- Blends with neighborhood character
- Best for integration within existing neighborhoods

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Big Home (New Construction)

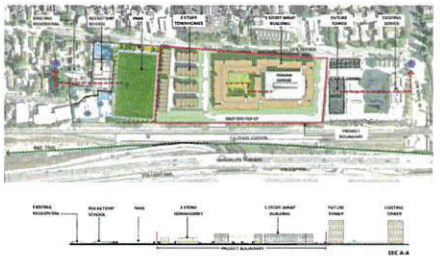
Single Family to Condo Conversion

Invisible Densities: "Big Home" Concept

Visible Densities

- Highly visible intervention
- Should be located adjacent to services and transit
- Careful attention to edges and transitions to surrounding context

Location & Adjacency



Location & Adjacency

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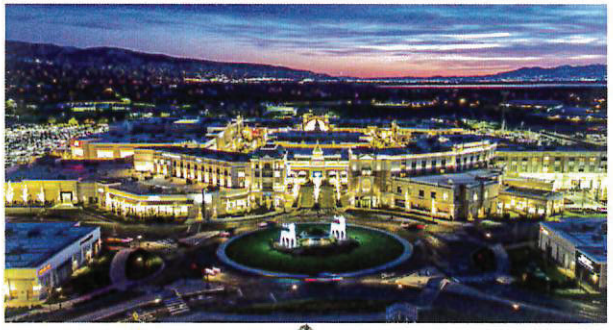
Tools

Public Realm / Civic Places



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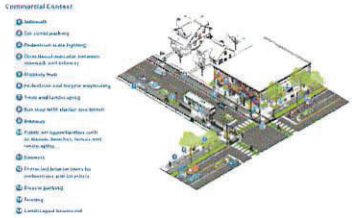
Tools

Connectivity

- Pedestrian
- Streets
- Parking Medians



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Tools

Character Zones

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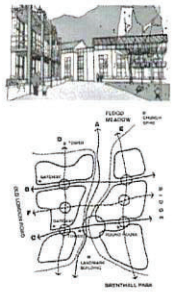

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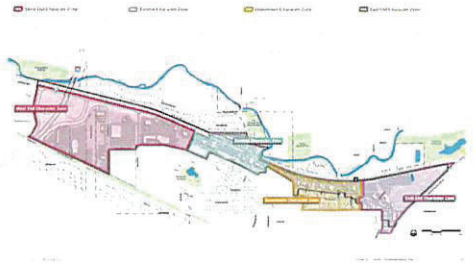
Corridor Character Zones



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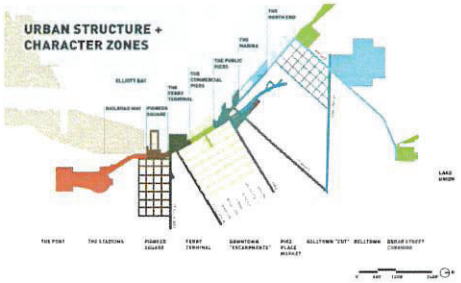

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Tools

Uses

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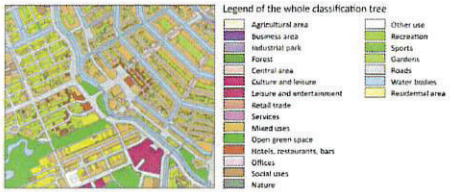

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Mapping Exercise

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Meeting Notes
Farmington Small Area Station Plan
Charrette
September 01, 2021
1:30 – 2:30 PM

#	Time	Description	Responsible
1	1:30-1:35	Introduction to Meeting Objectives • Understand desires for site cohesion • Understand priorities for mobility / circulation • Finding the right mix of uses	
2	1:35 – 1:50	Charrette / Market Overview Recap – Review previous efforts & market-based projections to full build out	Paulo / Reid / Jason
3	1:50 – 2:15	Discussion Key Consolidations • Review latest block map + urban design considerations • Discuss: o How we can capture market opportunities through neighborhood nodes that complement Station Park retail o Local / regional examples of similar development opportunities o Finding Right mix of uses	Ladd / Jason / Christine
4	2:15 – 3:00	Mapping Exercise • Identify desired mix of uses (retail, residential, office, open space)	All
5	2:30 – 3:00	Wrap up • Review exercise material • Next Steps - prepare for the follow up meetings with stakeholders	All
6	3:00	Adjourn	

In attendance:

- Christine Richman, Paulo Aguilera, Ladd Schiess – GSBS
- Jason Claunch, Reid Cleeter – Catalyst Commercial
- Kathrine Skollingsberg – Fehr & Peers
- Jordan Swain – UTA
- Christy Dahlberg – WFRC
- Brigham Mellor, David Petersen, Shannon Hansell, Jim Talbot, Rebecca Wayment, Shane Pace, Scott Isaacson, Larry Steinhorst – Farmington

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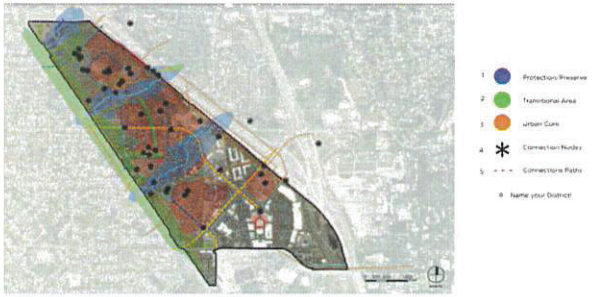
Charrette and Market Recap

- Paulo presented a recap of the June (06/09) Farmington staff charrette meeting which included a compiled map of all sketches and comments (pictured below). This gave a preliminary look into how the city is thinking collectively in terms of future (20 years) development.



- Paulo presented a 20-year projection market overview of the site. City understands that there is large market opportunity for the area in residential (up to 58 million sf), office (up to 8 million sf), and retail (up to 1.2 million sf) categories.
  - Question for the City is what percent market growth do they want to capture?
  - Rebecca mentioned that office and retail projections look good, however residential opportunity seems too high realistically within this site.
  - Note - important to clarify that projections refer to total capacity as opposed to "target" development – it will take far less to satisfy vision, needs, and goals of station park
    - What are the regional opportunities opposed to just station area?
    - What is the right balance?

GSBS clarified that all project growth cannot occur in this site. A sense of place requires more than just growth – it requires elements of design, rhythm, streetscape, double-fronted streets, safe pedestrian experience, etc.

- Paulo presented two development scenarios (current and full build out) with the UrbanFootprint tool.
  - Demonstrated that site (at full buildout) has capacity to infill all projected retail and office growth, and up to 50% of projected residential growth.
  - The current development scenario depicts that current slated development will contribute to capturing some, but not all market opportunity across retail, office, and residential product types.
  - Next step is understanding the right balance of capturing market growth and developing a unique and vibrant place for work, live, and play.

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Sense of Place Discussion

- Mayor Tim – envisions a station park that is pleasing, unique, gathering, and fun – not so much focused on the product type. He referred to Station Park as a place that emphasizes architecture of buildings, maturity of landscape, and a comfortable nature.
- Dave – expressed the need to understand the form – current station is not cutting edge.

- Urban design considerations were a big focus here as opposed to the discussion of actual product mix.
- City prioritizes placemaking and creating the walkable context to enable good experiences.
- Mix and # or SF of product is not as important as the "feel" – needs to work for local residents, workers, and visitors/shoppers".

Development Examples

GSBS presented different development examples to compare scale and urban design.

- Soda Row – Daybreak, UT
  - Note – "Crowded/busy streets could hamper the pedestrian experience here"
- Holladay Town Center – Holladay, UT
  - Scott – the grocery store is the strongest element
  - Food Truck area – is a good center for "energy concentration"
  - Farmington staff asked about drive-through considerations.
    - Dave – we do not want to take away from pedestrian experience, by allowing drive-throughs.
  - Location and pedestrian experience are important to consider in station park
  - Post-COVID drive through trend? - Need to make sure that the built environment reflects desired pedestrian experience.
    - Curb management for sans drive-thru developments
  - Scott | talks about Buenos Aires pre-automobile development – is it possible as a cultural shift to not develop with automobile influence?

- City Creek – SLC, UT
  - 5000 parking spaces
  - Scott compliments that vast access, mobility points, underground parking City Creek offers
- The Forge – Vineyard, UT
- Cityline, TX – has a similar framework / regional position / land use mix / scale / good analog for Farmington Station Park
- Central Park Station – Denver, UT
- redevelopment from brownfield remediation – FBI building – lower density – similar alignment of current development patterns in the Farmington SAP

Mapping Exercise

GSBS asked city staff to think of the following as they participated in the mapping exercise:

- Think about station park and how we can build on that.
- Stack development configuration – is it the best way to go about it?
  - How can north end complement Station Park?

Action items

- September 22, 2021 – return with mapped charrette material and two design options for the site.

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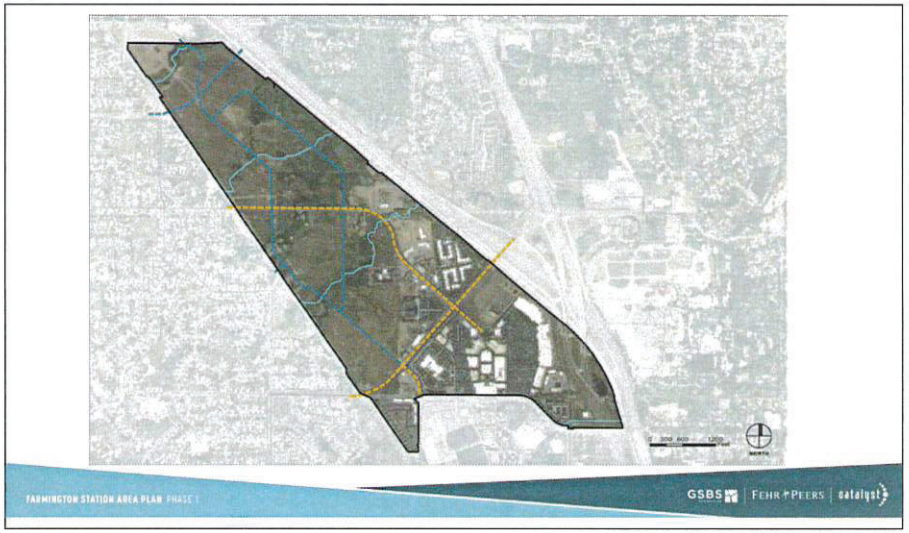
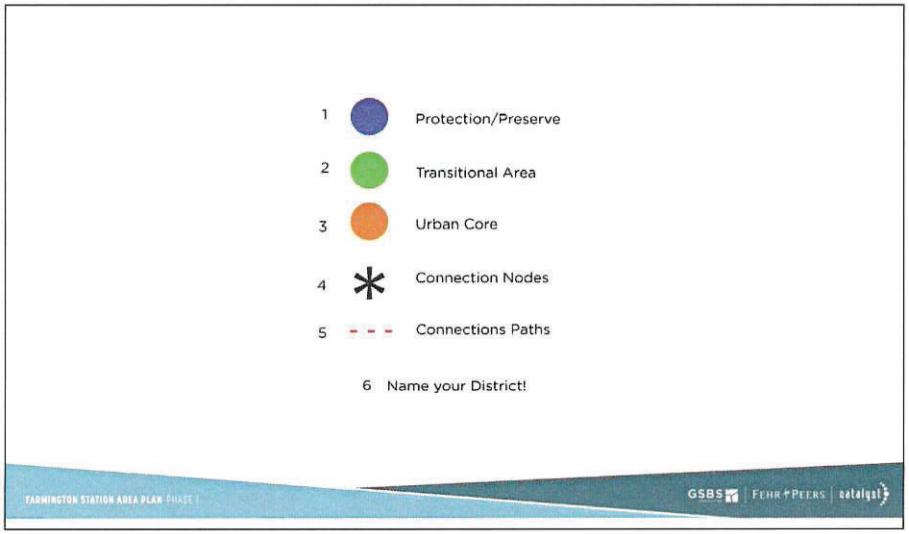
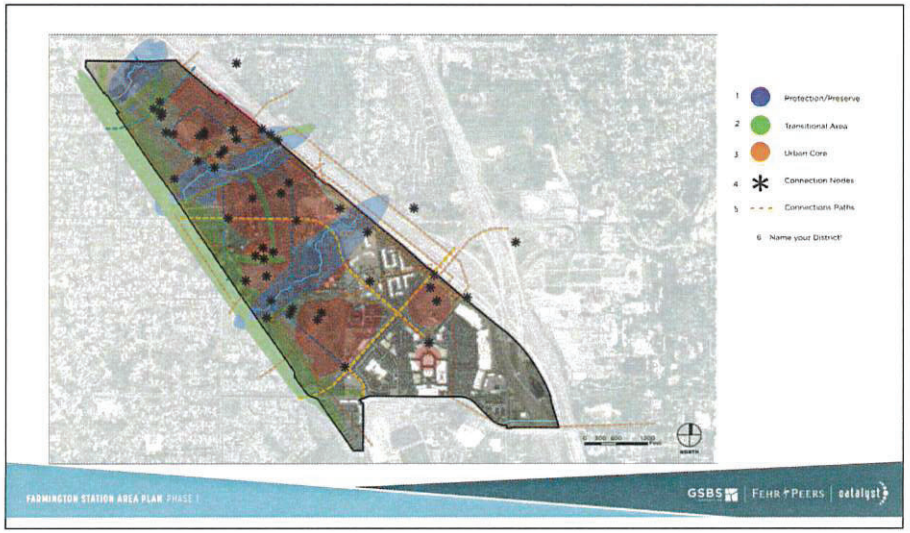
Farmington Station Area Plan

Charrette Recap and Market Scenario Overview







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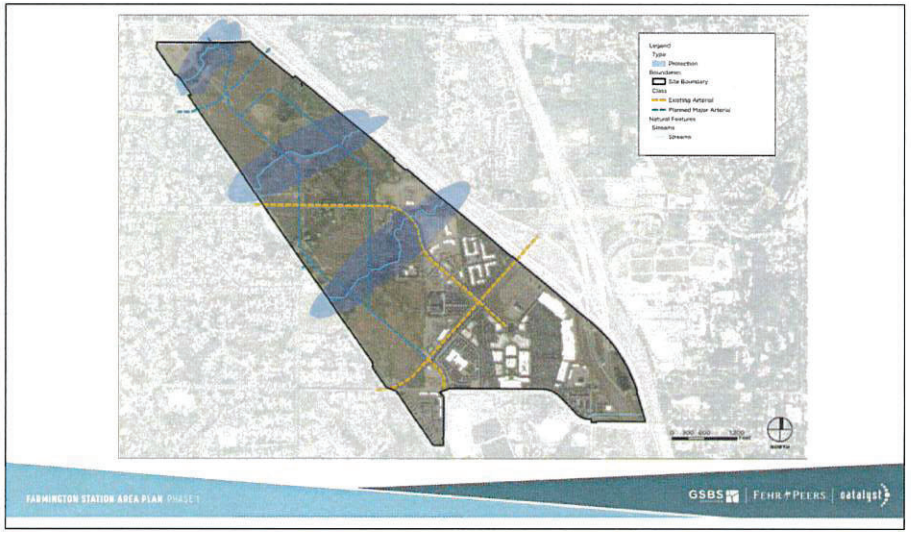

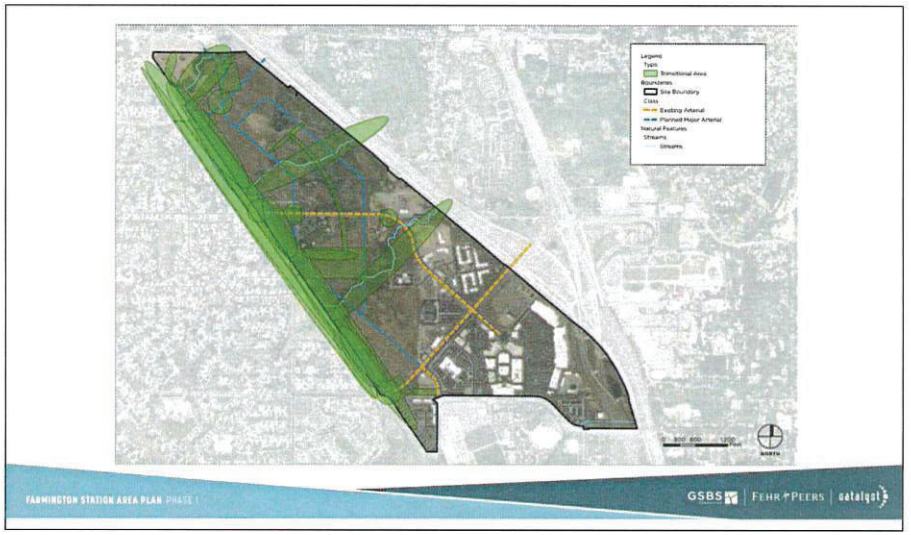

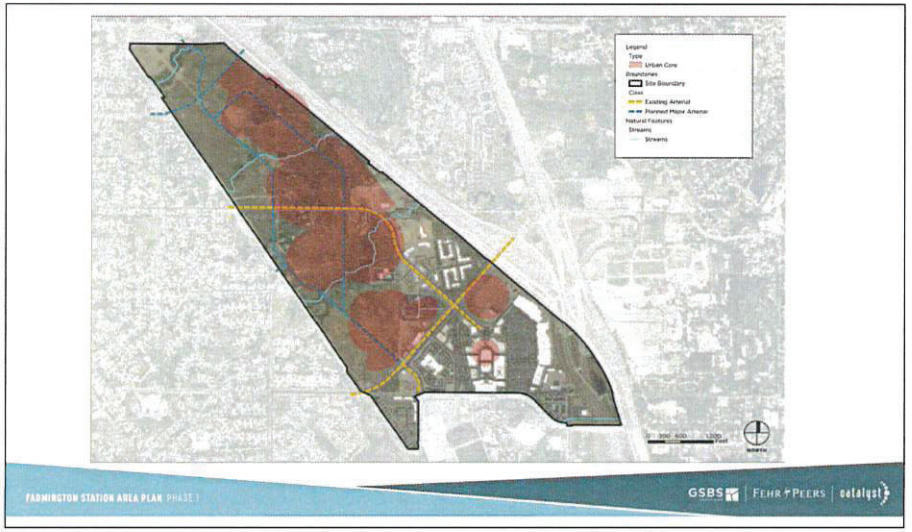

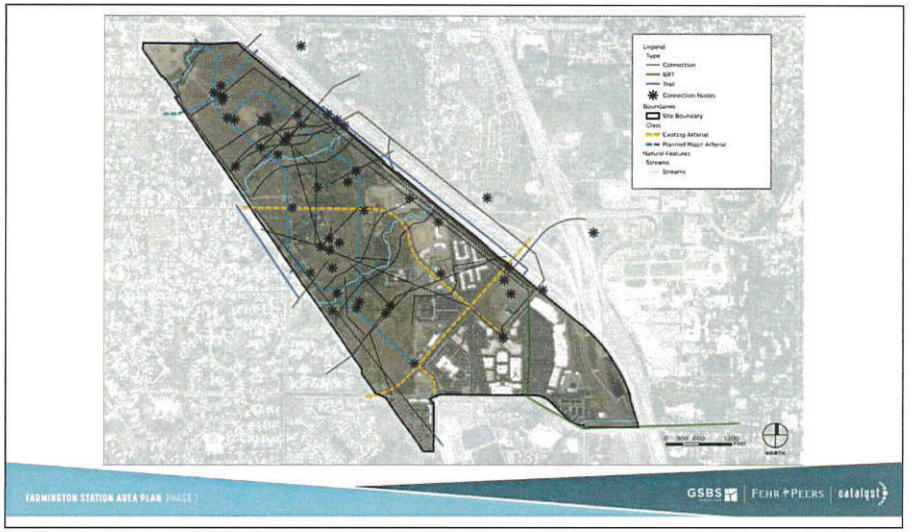

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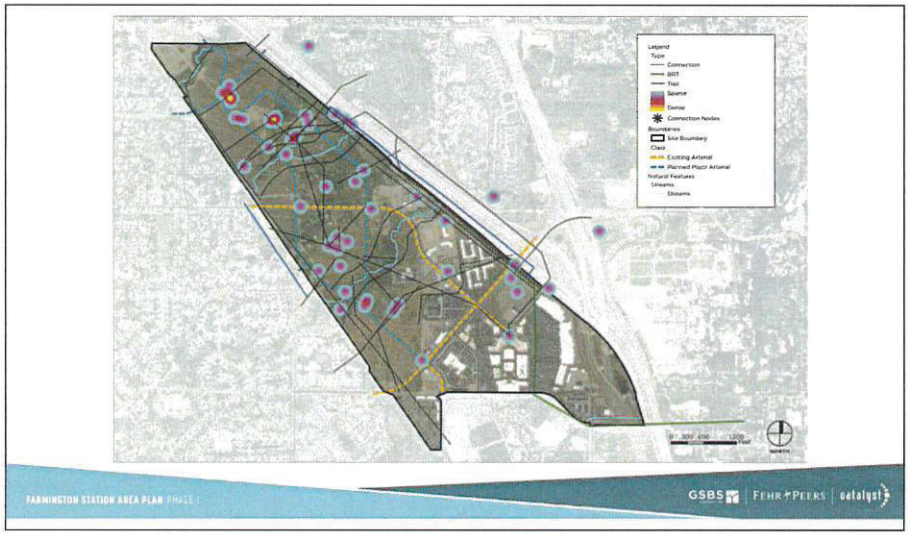

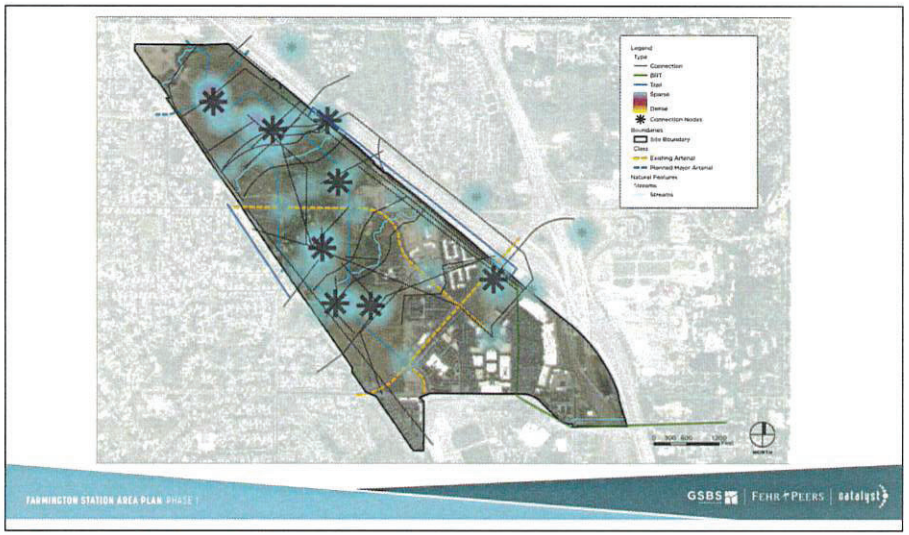

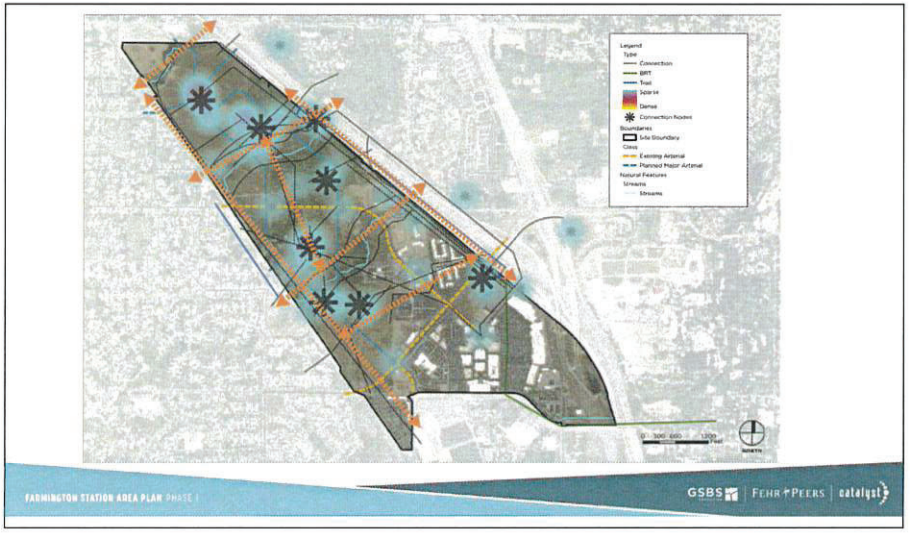

Market

Residential= up to 58 million sf

Retail = up to 1.2 million sf

Office = up to 8.2 million sf

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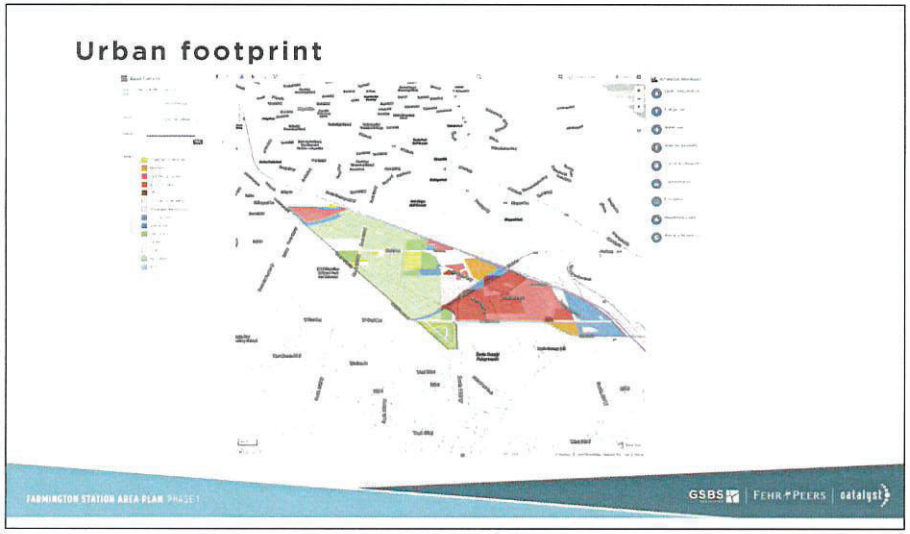

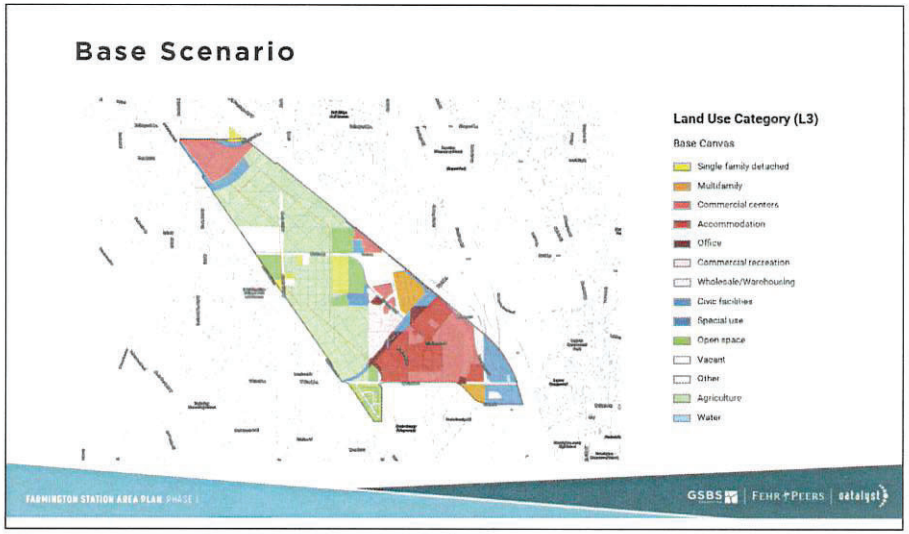

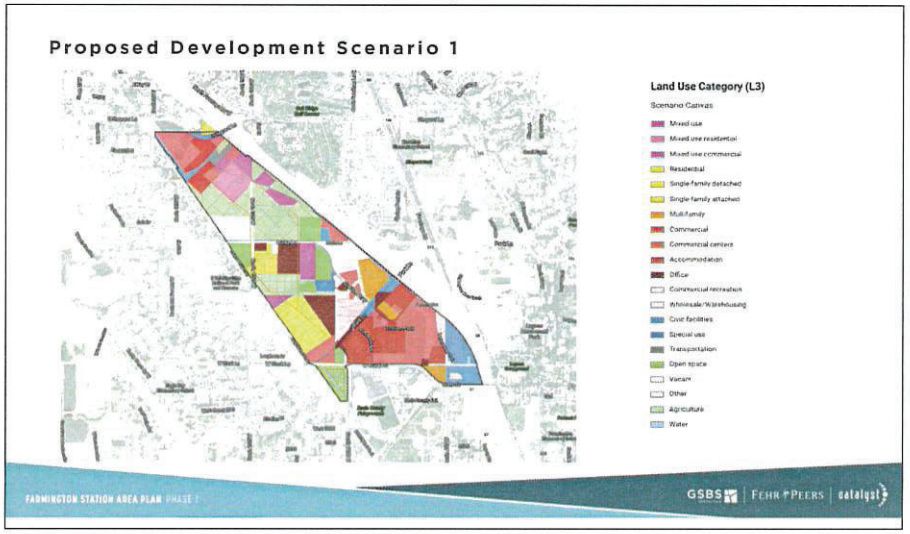

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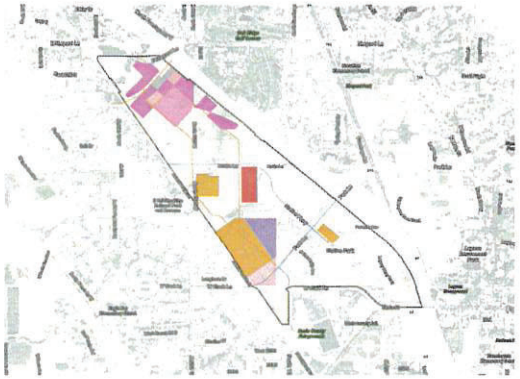
Proposed Development Scenario 1



Class

Conceptual Road Alignment

- Existing Arterial
- Major Arterial

Land Use Type (L4)

Filtered: Scenario Canvas (Proposed Developments Current Growth)

- Duplex
- Farmington SAP Low Rise Residential Mixed-Use Retail (7.28.2021)
- Farmington SAP Stack Mid Rise Office 5 Story (07.28.2021)
- Large Format Standalone Commercial
- Low-Rise Mixed Use
- Low-Rise Office
- Medium Intensity Strip Commercial
- Office Park Low
- Parking Structure
- Suburban Multifamily
- Low-Density Employment Park
- Village Commercial
- Village Residential

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Proposed Development Scenario 1

Scenario Canvas Summary Charts

Summary

	Base	Increment
Population		7,044 (+446.5%)
Dwelling Units		3,695 (+990.8%)
Employment		18,828 (+591.4%)

Dwelling Units by Type

	Base	Increment
Single-family detached		254 (+101.5%)
Single-Family Attached		386 (+-%)
Multifamily		3,061 (+1,337.3%)

Employment by Sector

	Base	Increment
Retail		3,119 (+74.9%)
Office		15,838 (+3,271.6%)
Public		539 (+29.7%)
Industrial		131 (+70.5%)
Agriculture/Extraction		0
Military		0

Building Square Feet by Type

(millions)

	Base	Increment
Residential		4,365,598 (+487.5%)
Retail		1,913,845 (+74.9%)
Office		3,872,745 (+1,743.3%)
Public		466,356 (+7.4%)
Industrial		97,436 (+2,243.2%)

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Proposed Development Scenario 1

Building Square Feet by Type

(millions)

	Base	Increment
Residential		4,365,598 (+487.5%)
Retail		1,913,845 (+74.9%)
Office		3,872,745 (+1,743.3%)
Public		466,356 (+7.4%)
Industrial		97,436 (+2,243.2%)

Residential Increase = 3.6 Million SF

Retail Increase = 820,000 SF

Office Increase = 3.6 Million SF

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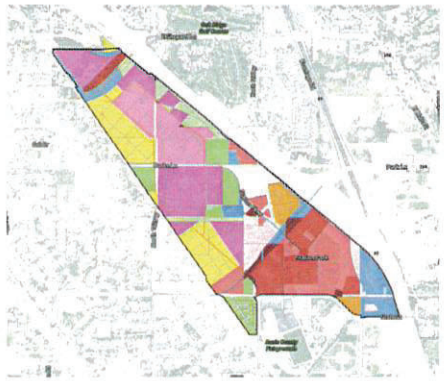
Proposed Development Scenario 2



Land Use Category (L3)

Scenario Canvas

- Mixed use
- Mixed use residential
- Mixed use commercial
- Residential
- Single-family detached
- Single-family attached
- Multifamily
- Commercial centers
- Accommodation
- Commercial other
- Office
- Commercial recreation
- Wholesale/Warehousing
- Civic facilities
- Special use
- Open space
- Vacant
- Other
- Agriculture
- Water

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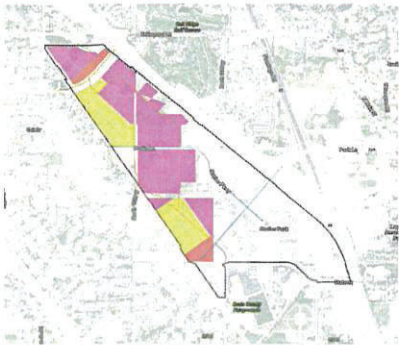
Build Out Scenario 2



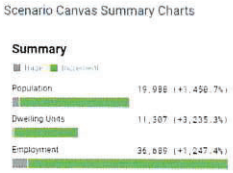
Land Use Category (L3)

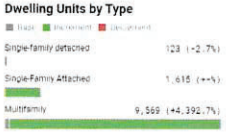
Filtered: Scenario Canvas (Build Out)

- Mixed use
- Mixed use residential
- Mixed use commercial
- Residential
- Single-family attached
- Commercial centers
- Commercial other
- Office

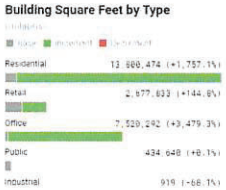
Build Out Scenario 2

Scenario Canvas Summary Charts





Build Out Scenario 2



Residential Increase = 13 Million SF

Retail Increase = 1.5 Million SF

Office Increase = 7.3 Million SF

Scenario 3 - Balanced mix

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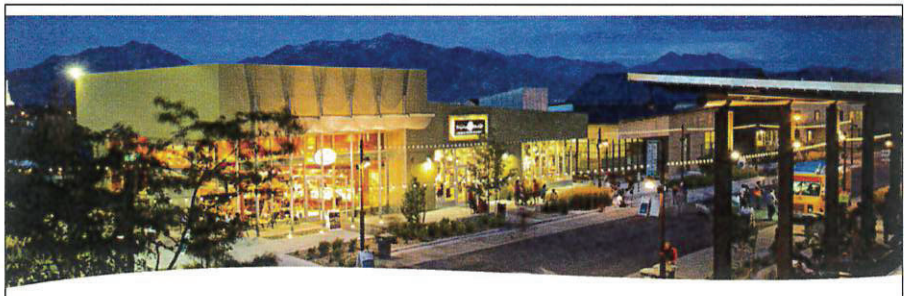
Development Examples

- Following examples are for the group to think about scale
- Any urban design considerations that you like, feel free to share with us.

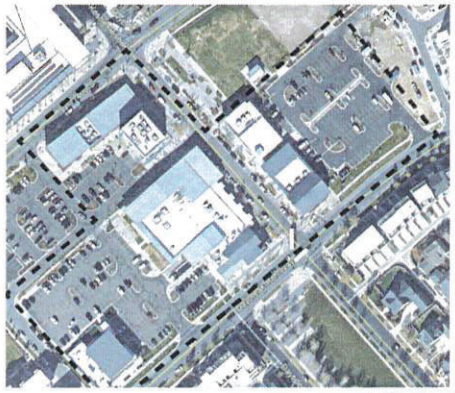


Soda Row
Daybreak, UT

- A neighborhood retail center in Daybreak with local retail that is convenient as a pedestrian destination for a small area.

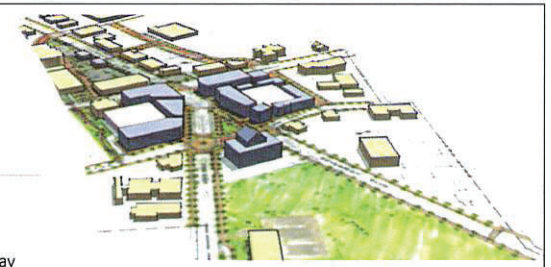
Soda Row
Daybreak, UT

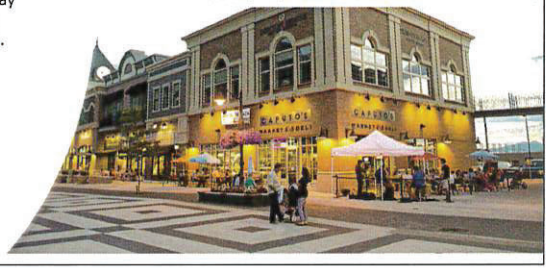
- 7.71 Acres
- Represents 2.4% of our Unbuilt Area
- Represents 1.4% of our Total Area



Holladay Town Center
Holladay, UT

- A neighborhood retail center in Holladay with local retail that is convenient as a pedestrian destination for a small area.





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Holladay Town Center
Holladay, UT

- 12.17 Acres
- Represents 3.9% of our Unbuilt Area
- Represents 2.2% of our Total Area

City Creek Center,
Salt Lake City, UT

- A mixed-use urban regional center on large 660' square blocks with regional retail, large office buildings, and apartment buildings. The comfortable pedestrian experience drawn inward to the blocks rather than on the street frontage.

City Creek Center,
Salt Lake City, UT

- 29.09 Acres
- Represents 9.2% of our Unbuilt Area
- Represents 5.3% of our Total Area

The Forge
Vineyard, UT

- A mixed-use community center with about 400' square blocks with neighborhood and community amenities. A local destination that includes office and residential as well as retail.

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The Forge
Vineyard, UT

- 34.64 Acres
- Represents 10.99% of our Unbuilt Area
- Represents 6.32% of our Total Area

Cityline, Richardson TX

- Connection via Dallas Area Rapid Transit (DART) light rail
- CityLine is a premier mixed-use destination for those seeking a variety of options outside the urban core.
- The convenient proximity to CityLine's surrounding office and apartment buildings enhance visitor access to an array of restaurants, a select service hotel, and a beautifully landscaped plaza and city parks – all complemented by CityLine's unique social events and lively outdoor atmosphere.

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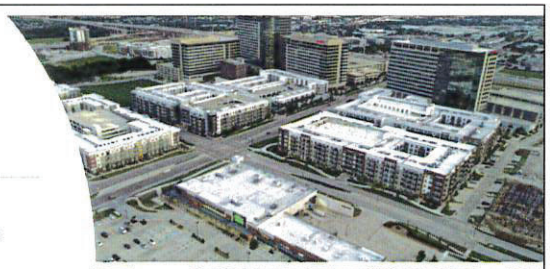
Cityline
Richardson TX



- 186 acres
- 12,800 on-site employees across more than 2.5 Million SF of office
- 3,925 Urban Residential Units (single-family, multifamily, condo/townhome, etc.)
- 230,000 square feet of retail, restaurant and entertainment space
- 148-room select service Aloft Hotel
- A main focal point of CityLine is CityLine Plaza, a one-acre, centrally located urban plaza as well as:
  - 17-acre Fox Creek Park and
  - 3.5-acre CityLine Park

National Development –
Cityline, Richardson TX

- 317 Acres
- Represents 100.7% of our Unbuilt Area
- Represents 57.9% of our Total Area

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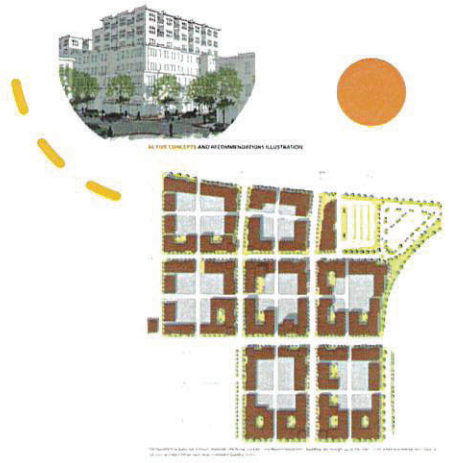
Central Park Station, Denver, CO

- The former Stapleton International Airport has undergone significant redevelopment over the last decade. Stapleton, bounded on the west by Quebec Street, north by 64th Avenue, east by Havana Street and south by Montview Boulevard, encompasses 4,700 acres
- The station is located at a convenient location approximately halfway between DIA and Downtown Denver on the East Commuter Rail Line.
- Strong cooperation from partners – RTD and Forest City – both committed to the long-term vision of a walkable, mixed-use neighborhood near Central Park Station.

Central Park Station Denver, CO

- The Federal Bureau of Investigation moved into a new 220,000 square foot office building at 35th Avenue and Ulster Street in 2010, the first major office tenant in the station area.
- Addition of over 4,600 homes within the Stapleton Development Area
- Development of Quebec Square within the station area, as well as Northfield Shopping Center and the 29th Street Town Center, bringing over 2 million square feet of retail to Stapleton and adjacent neighborhoods, areas that were previously underserved for basic goods and services.
- There is an identified need in Stapleton for higher density multi-family housing.



Central Park Station, Denver, CO

- 109.48 Acres
- Represents 20% of our Unbuilt Area
- Represents 34.7% of our Total Area

Mapping Exercise

1. Office / Commercial
2. Open Space
3. Residential
4. Retail
5. Connection Nodes
5. Connections Paths

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APPENDIX D

STAKEHOLDER TIMELINE

The planning team met several times with stakeholders within the planning area. Stakeholders were defined as property owners, development teams, Utah Transit Authority, and City of Farmington staff.

The meetings focused on:

+ Vision and priorities
+ Opportunities and constraints
+ Key measures of future success

To the extent possible, the plan incorporates the vision and proprieties of the stakeholders identified. In some cases, draft development proposals were reviewed and potential changes or adjustments to better meet planning area-wide goals and vision identified and incorporated into the plan

June 2021 internal charette

2021

FEB

STAKEHOLDER INTERVIEW
Boyer and Castlecreek Homes
February 23, 2021

STAKEHOLDER INTERVIEW
EDC & Davis County
February 24, 2021

MAR

STAKEHOLDER INTERVIEW
City staff and elected
& appointed officials
March 4, 2021

STAKEHOLDER INTERVIEW
CW
March 5, 2021

STAKEHOLDER INTERVIEW
STACK Real Estate
March 10, 2021

APR

MAY

JUN

INTERNAL CHARETTE
Attended by city leaders including staff, Mayor, two City Council Members, and two Planning Commission Members

Purpose:

- Review analysis to date
- Reaffirm guiding vision
- Identify priorities and values
- Learn about the tools and approaches to achieve the vision

JUL

AUG

SEP

INTERNAL CHARETTE
Attended by city leaders including staff, Mayor, two City Council Members, and two Planning Commission Members

Purpose:

- Review market opportunity analysis
- Discuss desired level of development for planning area based on priorities and values
- Identify a preferred approach to the public realm in the planning area

STAKEHOLDER INTERVIEW
Stack Estate, Wasatch Residential Group, Wasatch Group
September 28, 2021

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Paul Drake, Director of Real Estate & TOC

TITLE:

R2023-04-05 - Resolution Adopting the Station Area Plan for Lehi, Utah

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-04-05 adopting the Lehi FrontRunner Station Area Plan as presented and as recommended by the Local Advisory Council

BACKGROUND:
The Lehi Frontrunner Station Area Plan was initiated by Lehi City, in collaboration with UTA, in 2022. The plan was funded by UTA, with a local contribution from Lehi City. Design Workshop was selected as the consultant through a RFB (Request for Bids) process, facilitated by UTA. This plan was approved by the Lehi City Council on January 10, 2023.
This plan was completed in tandem with the Thanksgiving Point Area Plan, which will establish land use controls and design guidelines for the larger station area, including properties controlled by UTA. The Thanksgiving Point Area Plan will be added to the Lehi Station Area Plan as an appendix once it is adopted by the city.
As required by state statute and UTA Board Policy 5.1, the UTA Local Advisory Council has approved the proposed Station Area Plan by resolution AR2023-02-03 and has recommended adoption of the Lehi FrontRunner Station Area Plan by the Board of Trustees.

DISCUSSION:
The subject planning area covers approximately ½ mile from the Lehi Frontrunner station, including areas recognized as Thanksgiving Point. The proposed Station Area Plan incorporates the following recommendations:

- The existing park & ride would be reduced to approximately 300 stalls and integrated into future transit-oriented development.
- It is recommended that the site be configured to accommodate a future fixed-guideway transit line to be integrated into the future transit-oriented development and accessible from the Frontrunner Platform.
- Land uses recommended for the site include: 200 residential units, 270,000 Square Feet Office, and approximately 50,000 Square Feet of Retail space.

State statute and UTA Board policy require Station Area Plans to be adopted by the Board of Trustees prior to UTA's involvement in implementing the associated development.

ALTERNATIVES:

The Lehi Station Area Plan has been formally adopted by the Lehi City Council and approved by UTA's Local Advisory Council. Any modifications will require an amendment and additional approvals.

FISCAL IMPACT:

No immediate impact

ATTACHMENTS:

1. Resolution R2023-04-05
2. Lehi Station Area Plan (as exhibit to resolution)

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE STATION AREA PLAN FOR LEHI, UTAH

R2023-04-05 April 12, 2023

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

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

WHEREAS, the Policy requires the Authority to establish Station Area Plans in collaboration with local municipalities to create and implement a vision for the development of land that promotes increased public transit and mobility options;

WHEREAS, the Lehi City Council approved the Station Area Plan for Lehi City on January 10, 2023;

WHEREAS, the Local Advisory Council reviewed the Station Area Plan for Lehi City and recommended it for approval by the Authority's Board of Trustees on February 15, 2023 in Resolution AR2023-02-03;

WHEREAS, the Board of Trustees finds that adopting the Station Area Plan for Lehi City to be in the best interest of the Authority and the municipality.

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

1. That the Board of Trustees hereby adopts the Station Area Plan for Lehi City attached as Exhibit A.

Approved and adopted this 12th day of April, 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

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_____

Annette Royle
Secretary to the Board of Trustees

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

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Exhibit A

Station Area Plan for Lehi City

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STATION AREA PLAN

LEHI CITY

Prepared for Utah Transit Authority and Lehi City
September 2022

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Lehi Station Area Plan

PREPARED FOR

Utah Transit Authority

UTAH TRANSIT AUTHORITY

Jordan Swain, Transit Oriented Development Project Manager
Jeff Acerson, UTA Board Member

LEHI CITY

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LEHI CITY UTA TOC

Glossary

HTRZ: Housing and Transit Reinvestment Zone

HUD: Department of Housing and Urban Development

MSA: Metropolitan Statistical Area

RFP: Request for Proposal

TIF: Tax increment financing

TOC: Transit-oriented Community

TOD: Transit-oriented Development

UTA: Utah Transit Authority

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Introduction

Opposite page: Lehi Main Street Historic District as seen from above. Source: WIkimedia Commons

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Introduction

The Station Area Plan outlines a path forward for the Utah Transit Authority (UTA) to develop a request for proposals (RFP) with a realistic and implementable development concept for their property at the Lehi Station in Thanksgiving Point. It will also set the standard for dozens of imminent UTA Station Area Plans and partnerships with cities and communities served by transit along the Wasatch Front. Additionally, it is an opportunity to seek Housing and Transit Reinvestment Zone (HTRZ) funding.

Critical considerations for this effort are creating a connected and multimodal network, developing a plan for local housing and employment, and promoting a distinct sense of place. In addition to improving the quality of life for residents and workers, the station area plan will set the stage for Lehi to provide access to jobs, stimulate the economy, and improve access to services for Lehi residents. The plan will create a walkable and bikeable environment where residents and businesses can thrive while respecting the culture and history of the Ashton vision.

THE SITE

This project is a plan to explore redevelopment opportunities for the parking lots and bus infrastructure adjacent to the current Lehi FrontRunner station (Figure 1). UTA envisions the Frontrunner station as a family-friendly, walkable, and lively neighborhood and transit-oriented development.

THE CHALLENGE

Lehi is a growing city in a booming region with a demand for housing and an organically occurring technology office sector. Thanksgiving Point provides an opportunity to capture office, housing and retail and provide transit-oriented development along the UTA Frontrunner line but there are concerns about density and impacts to utilities and roadways from new development. How do we balance community values and density concerns with the desire of the city and UTA to create a vibrant, mixed-use place?

THE OPPORTUNITY

UTA, in partnership with Lehi City, has the opportunity to redevelop the 11 acre UTA parcel in Thanksgiving Point. Opportunities for the site include attainable housing, office and retail that responds to local culture and history, bolster transit ridership, and create a walkable, bikeable and vibrant district.

CONTEXT MAP

Figure 1: *Context Map*

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Project Process

This station area plan took place in four phases, including:

1. Understanding Existing Conditions
2. Community Engagement
3. Concept Development
4. 5 Year Development Plan

The results of this effort are presented in this report. The next phase of work will allow UTA to release an RFP to identify a development partner.

The project began with a kick-off meeting of key stakeholders, Lehi City and UTA, to reach consensus about the goals of the project (Figure 2). The meeting also identified potential challenges and opportunities. All partners in the room acknowledged the transformative opportunity of a transit-oriented development in Lehi and the potential impact on quality of life for current and future Lehi residents. A successful development will support economic health of the region and increase the desperately needed housing supply.

Following the kick-off meeting, the design and planning team went to work researching and analyzing existing conditions, completing a robust market analysis, as well as meeting with three groups of key stakeholders to understand their needs, concerns and ideas for the area. To inform the public of the project, UTA's TOD web page hosted information in the form of a StoryMap website.

The existing conditions and market analysis, in combination with understanding future development plans for the area, informed three initial conceptual plans. At a day-long charrette, the team presented the concept plans to obtain feedback from key stakeholders. Revisions were made on-site to incorporate the feedback and work towards a preferred concept (Figure 4). Then financial modeling was completed to ensure the preferred concept is feasible.

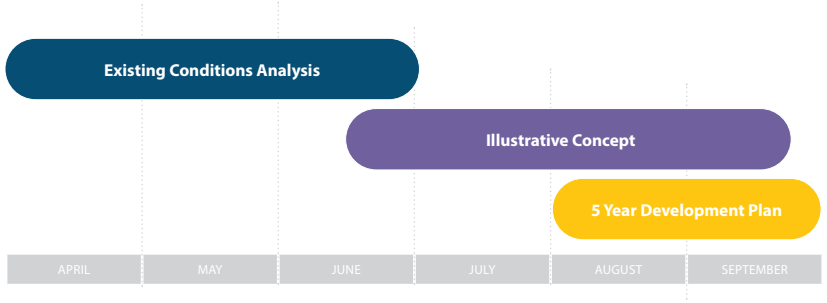

Figure 2: *Project Timeline*

International best practices for TOD, as well as UTA's internal TOD policy, were consulted to ensure the proposed development meets the latest standards for exceptional TOD. Three project principles were developed from this process to guide design decisions (Figure 3).

PROJECT PRINCIPLES

A PLACE TO GATHER

A vibrant place is one that attracts people to meet, socialize, and come together spontaneously and for special events. The legacy of the Ashton family is a strong foundation of arts and culture within Thanksgiving Point. This is core to the identity and neighborhood brand that should continue to celebrate the arts and sense of place.

A PLACE THAT IS LOCAL FIRST

Future development should serve as a mixed-use hub with local flavor that is special to Utah, and specifically Lehi. The Ashton vision and the agricultural history of the region provide an opportunity to celebrate the history and authenticity of the area, and the future uses and users of the site should contribute to and bolster that character.

A PLACE FOR FUTURE GENERATIONS

Transit-oriented development provides an opportunity to serve future residents not currently living in Lehi. The station area should promote workforce housing and an active street life through an increase in people living, shopping, recreating, and working in Thanksgiving Point. Connected green spaces and walkable/bikeable streets will draw residents to the area.

Figure 3: *Project Principles*

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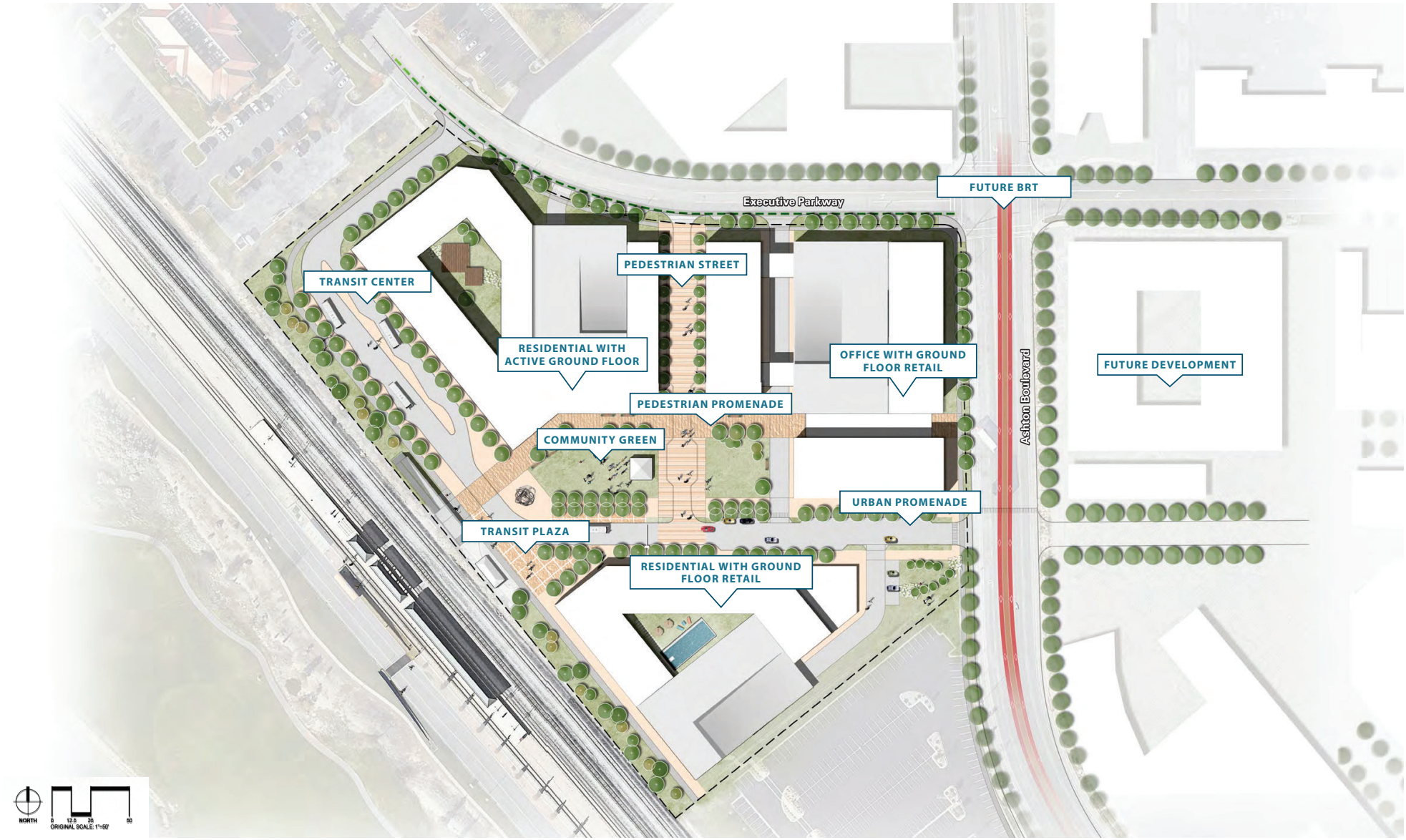

Figure 4: *Illustrative Plan*

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Existing Conditions Summary

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Existing Conditions

The following chapter outlines the baseline understanding of work done to date, future planning in the station area, and an assessment of future housing and economic conditions to inform the conceptual design of the station area.

PREVIOUS PLAN REVIEW SYNOPSIS

This plan was informed by years of planning documents and processes that have shaped Lehi. The team reviewed documents and plans dating back to 2002 to better understand the context, goals, and vision of Lehi City and how the UTA Station Area Plan can best complement the work done to date.

GENERAL PLAN

The Land Use element of the Lehi City General Plan, updated in 2022, illustrates a community vision for growth and a framework to guide future development decisions. The plan emphasizes the use of "compact development" to "complement existing land uses and promote vibrant growth without sacrificing the area's open spaces, historic features, and established residential neighborhoods." Notably, the General Plan lists 2,000 residential units as the maximum density for the station area (Figure 5). The General Plan highlights Lehi's growth—149% between 2000 and 2010—and the need for strategic development to accommodate future growth. Community input indicates strong support for transit-oriented development and encouragement of infill and redevelopment.

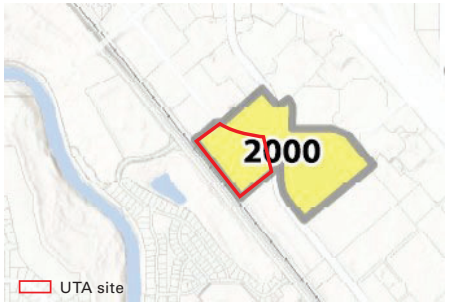

Figure 5: *The 2022 General Plan Maximum Densities Map indicates a 2,000 residential unit maximum on the site area*

The station area is identified as a 'major area of change' and an appropriate location for higher density residential and commercial uses to support existing and future transit lines. Quality public space and opportunities for healthy social connections are important to Lehi City and should be incorporated into the station area plan. Alternative transportation is important for increasing connectivity, reducing traffic congestion, and improving air quality.

PARKS PLAN

The station area has two major parks and recreation attractions anchored at the northwest (Ashton Gardens) and west (Thanksgiving Point Golf Club) and one specialty park (Lehi Skate Park) to the southeast, and both fall outside the 1/3 mile radius of the Station Area Plan. Electric Park at Thanksgiving Point, which is not shown in the plan, is an asset in the station area. There is opportunity to provide mini parks for future TOD residents.

The Jordan River Parkway runs southwest of the station area adjacent to the FrontRunner line and is an asset that connects to other existing parks and trails throughout Lehi. The frontage road trail system, which runs parallel to I-15, provides an additional asset to the area. Connection to the trail system through on-road protected bike lanes could improve connectivity.

While the plan recommends discontinuing the development of mini parks, they are likely the most appropriate scale for TOD. Exceptions may be necessary to ensure TOD residents have access. Respondents to the survey indicated a willingness to increase park assessments or taxes to help pay the cost of developing, operating, and maintaining parks. Other funding mechanisms, including, but not limited to, bonds, special assessment areas, and impact fees, are outlined as potential opportunities.

Figure 6: *Thanksgiving Point, a gift from the Ashton family, is a regional attraction and point of pride for Lehi residents*

TRANSPORTATION PLAN

The station area is bounded by Executive Parkway to the northwest and Ashton Boulevard to the southeast. Per the Master Transportation Plan approved in May 2015, Executive Parkway is categorized as a 66'-70' Major Collector with bike lanes (asphalt width 48'). Ashton Boulevard is listed as a 102' Major Arterial with buffered bike lane. Both roads present physical and psychological barriers from the station area. While not noted in the plan, a more recent major change to the study area is Clubhouse Drive, which is being transferred to state ownership from the city and will extend west through Thanksgiving Point Golf Course.

ASHTON VISION

Alan and Karen Ashton, successful tech entrepreneurs in the 1990s, built Thanksgiving Point as a token of gratitude to the Lehi community (Figure 6). With five venues over 155 acres, 600 employees, and 700 volunteers, Thanksgiving Point is a cultural and economic engine. The campus abuts the station area and is a beloved regional attraction. Thanksgiving Point is a cultural and economic focal point that holds meaning for Lehi residents who have grown up visiting with their families. The Ashton's mission to celebrate the joy of learning is a value held close by the community. The concept plan works to complement the Ashton legacy by creating a place where families can safely and easily access the many wonders at Thanksgiving Point on foot

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or bike. Public spaces throughout the site create opportunities for people to gather and encourage a sense of belonging and community.

Playscapes, landscaping and hardscaping materials can all add to a strong sense of place and align thematically with the region's agricultural history.

FUTURE PLANNING

Lehi is planning for immediate and long-term change to accommodate the growing population and burgeoning technology jobs sector. It was important for the planning team to consider the effects of future development on the Lehi-Thanksgiving Point station area plan.

THANKSGIVING STATION AREA PLAN

A large mixed-used development is planned adjacent to the study area, including an estimated 1,600 housing units. The plan, which was approved in early 2022, after two years of public process, calls for the preservation of Electric Park, and Farm Country, an attraction at Thanksgiving Point. The final number of housing units aligns with the City's General Plan goals and infrastructure capacity.

CHILDREN'S HOSPITAL

Intermountain Healthcare is building a second Primary Children's Hospital campus in Lehi, just south of the study area. The 38 acre campus is under construction with an anticipated completion date in early 2024. The full-service children's hospital will serve the high-growth in Utah County and help many families to avoid traveling long distances to access quality pediatric care.

TRANSPORTATION AND TRANSIT

In an effort to combat traffic congestion and air pollution, UTA is studying a bus rapid transit (BRT)

Figure 7: *Thanksgiving Station Land Use Plan. Source: Stack Real Estate and Civitas*

Figure 8: *Intermountain Primary Children's Hospital site in relation to study area. Source: Intermountain Healthcare*

Figure 9: *Utah State Capitol. Source: Getty Images*

line to connect Draper and Lehi. The route will travel along the east side of I-15 with a stop at the Thanksgiving Point Station.

HTRZ FUNDING

SB 21, the Housing and Transit Reinvestment Zone Act (HTRZ) is intended to help mitigate the housing affordability crisis along the Wasatch Front by creating a new development tool to facilitate mixed-use, multi-family and affordable housing development within a 1/3 mile radius of FrontRunner stations, up to 125 acres. It enables a portion of incremental tax revenue growth to be captured over time (25 consecutive years) to support costs of development. It requires that housing development be mixed-use, average 50 housing units/acre, and include at least 10% affordable housing (<= 80% AMI). This landmark legislation has the potential to create density and affordability currently lacking in Lehi. It presents the opportunity for Lehi to be on the forefront of state and national planning policy and design. As Lehi grows as a technology hub, the need for attainable housing, public transportation, and walkable neighborhoods will continue to grow.

HTRZ funds can be used within or for the direct benefit of the zone and include:

- Income-targeted housing costs
- Structured parking within the HTRZ
- Enhanced development costs
- Horizontal and vertical constriction costs
- Pay costs of bonds issued by municipality
- Costs of municipality to administer HTRZ

HTRZ applications include a gap analysis and formation of a committee. If the HTRZ is approved, then tax increment is captured pursuant to the proposal (participation from local taxing entities is required), funds are administered by an agency created by the municipality where the HTRZ is located, up to 80% of incremental local property tax revenue growth from cities, counties, school districts, etc., is to be captured over a period of time (maximum 25 consecutive years) as needed to support costs of developing the area, and 15% of incremental state sales tax revenue growth in the HTRZ is transferred to the state TIFF.

If the City wants to pursue HTRZ funding, it is important to understand the criteria that need to be met, especially regarding density and affordability Those criteria include:

- 1/3 mile radius of station, max. 125 acres
- 50 units/acre (average)
- Mixed-use
- 51% residential (minimum)
- At least 10% affordable (<= 80% AMI)

To meet affordability requirements listed above, part of plan recommendations include what is feasible, including unit pricing and bedroom composition and recommendations for funding mechanisms, such as low-income housing tax credits (LIHTC), HTRZ, and other state and federal programs.

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ECONOMIC CONDITIONS

INTRODUCTION

This section provides a baseline assessment of demographic, economic, and real estate market conditions of the Lehi Station Area Plan project area (consisting of a 1/3 mile buffer around the FrontRunner Station in Thanksgiving Point), the City of Lehi, Utah County, and the State of Utah. In addition to providing a baseline assessment of current conditions, the need and availability of moderate-income housing as defined by State of Utah, as well as identifying development opportunities for future office, retail, and housing within the UTA Station Area site.

Data has been sourced from multiple resources based for this analysis, including ESRI, CoStar, and the U.S. Census.

DEMOGRAPHICS

POPULATION & GROWTH PROJECTIONS

Figure 10 illustrates population and population growth projections for the Thanksgiving Point area, Lehi, Utah County, and the State of Utah. According to data retrieved from ESRI, Thanksgiving Point's 2021 population was 762. Between 2010 and 2021 the area experienced substantial growth, increasing from 266 residents to 762 residents. This annual growth rate of 16.95% is drastically higher when compared to the city (6.45%), county (3.25%) and state (2%). Growth is expected to increase slightly over the next four years at 5.56% annually, reaching a population of 974 by 2026. While all levels will also experience an increase in population, Thanksgiving Point, with 2,000 planned units, will sustain the highest annual growth rate when compared to the city, county and state.

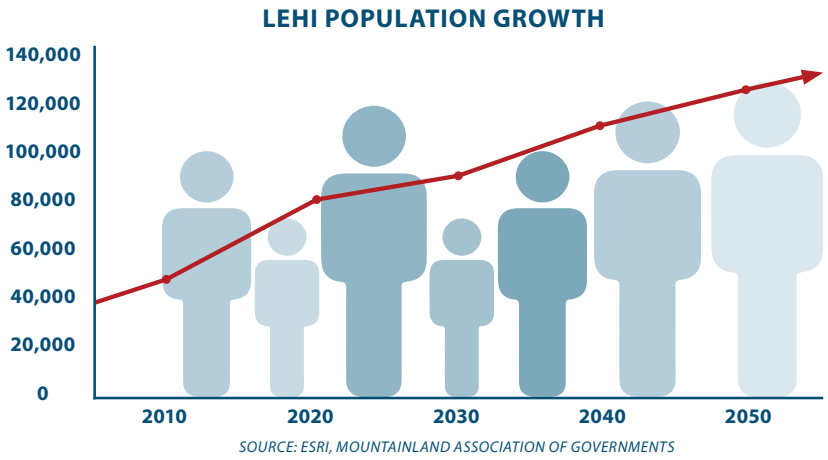

Figure 10: *Lehi Population Growth*

HOUSEHOLD & GROWTH PROJECTIONS

Between 2010 and 2021 the number of households within the Thanksgiving Point area increased by 16.34%, growing from 84 to 235 households. Similar to population growth, Thanksgiving Point has the highest annual growth rate when compared to the city, county, and state. Household growth within Thanksgiving Point is forecasted to grow at a rate of 6.21% annually over the next five years outpacing household growth projections for the city (3.19%), county (2.45%) and state (1.75%). Family households account for 89.36% of all households in Thanksgiving Point, with an average family size of 3.24 persons.

AGE

In the Thanksgiving Point area, the median age is 25, which is slightly younger than the city (26.5) and significantly younger than both the county (26.4) and state (31.1). The largest age group in Thanksgiving Point is 35–44 year-old, comprising 19.0% of the population. Based on this analysis, the composition of age demographics in the Thanksgiving Point are most likely residents with multiple young children.

INCOME

Thanksgiving Point's 2021 median household income was $100,746. While it is slightly lower

Table 1: Household Historic and Future Growth. Source: ESRI

COMMUNITY	2010 POPULATION	2021 POPULATION	2010-2021 ANNUAL GROWTH RATE %	2030 PROJECTED POPULATION	2040 PROJECTED POPULATION	2050 PROJECTED POPULATION
Thanksgiving Point	266	762	16.95%	N/A	N/A	N/A
City of Lehi	47,314	80,895	6.45%	88,555	110,747	124,436
Utah County	516,564	701,939	3.26%	861,852	1,080,082	1,297,515
Utah State	2,763,885	3,370,531	2.00%	4,570,433	5,257,239	5,965,658

Table 2: Median Age and Age Distribution. Source: ESRI

COMMUNITY	2010 HOUSEHOLDS	2021 HOUSEHOLDS	2021 TOTAL FAMILY HOUSEHOLDS	2010-2021 ANNUAL GROWTH RATE %	2026 HOUSEHOLDS	2021-2026 ANNUAL GROWTH RATE %	2021 AVERAGE HOUSEHOLD SIZE
Thanksgiving Point	84	235	89.36%	16.34%	308	6.21%	3.24
City of Lehi	12,376	20,827	88.04%	6.21%	24,147	3.19%	3.88
Utah County	140,602	190,623	80.48%	3.23%	213,998	2.45%	3.6
Utah State	877,692	1,066,175	74.40%	1.95%	1,159,519	1.75%	3.11

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than the city ($103,762), it is significantly higher than the county ($80,547) and state ($76,052). At all levels, the median household income will continue to increase, growing by 1.82% annually for Thanksgiving Point. By 2026, Thanksgiving Point's median household income will be $109,891, remaining significantly higher than the county and state. Income distribution of the population is skewed towards upper-class income households, with 51% of the population making over $100,000 per year.

RACE & ETHNICITY

The ethnicity of Thanksgiving Point is predominantly white at 85.3%. The Hispanic population is the second largest ethnicity in Thanksgiving Point composing 11.9% of the population. When compared to the city, state and county, Thanksgiving Point has the highest percentage of Asian ethnicity at 3.7%. Other races/ethnicities make up for a small percentage of the population with Black and American Indian accounting for 0.7% and 0.3% respectively. 4.5% of the population reported as "some other race alone" and 4.2% reported as "two or more races."

Table 3: Median Household Income and Income Distribution (% of Households). Source: ESRI

	PROJECT AREA	CITY OF LEHI	UTAH COUNTY	UTAH STATE
2021 Median Household Income	$100,746	$103,762	$80,547	$76,052
2026 Median Household Income	$109,891	$113,233	$91,671	$83,933
2021-2026 Median Household Income: Annual Growth Rate	1.82%	1.83%	2.76%	2.07%
2021 Household Income less than $15,000 (%)	1.3%	2.0%	4.8%	5.1%
2021 Household Income $15,000-$24,999 (%)	0.9%	3.2%	6.2%	4.8%
2021 Household Income $25,000-$34,999 (%)	2.6%	3.4%	7.2%	6.0%
2021 Household Income $35,000-$49,999 (%)	11.5%	6.8%	10.3%	9.1%
2021 Household Income $50,000-$74,999 (%)	16.2%	14.7%	17.4%	18.0%
2021 Household Income $75,000-$99,999 (%)	17.0%	16.4%	14.7%	16.2%
2021 Household Income $100,000-$149,999 (%)	30.6%	28.3%	21.2%	22.1%
2021 Household Income $150,000-$199,999 (%)	8.5%	15.2%	10.2%	10.2%
2021 Household Income $200,000 or greater (%)	11.9%	10.1%	8.0%	8.5%

Table 4: Race and Ethnicity. Source: ESRI

2021 ETHNICITY	PROJECT AREA	CITY OF LEHI	UTAH COUNTY	UTAH STATE
White Population	85.3%	88.1%	84.7%	83.4%
2021 Hispanic Population	11.9%	9.3%	14.6%	14.8%
Other Race Population	4.5%	2.8%	6.3%	6.9%
Population of Two or More Races	4.2%	4.0%	4.1%	3.5%
Asian Population	3.7%	2.6%	2.2%	2.7%
Pacific Islander Population	1.4%	1.2%	1.0%	1.0%
Black/African American Population	0.7%	0.7%	0.9%	1.4%
American Indian/Alaska Native Population	0.3%	0.7%	0.8%	1.2%

ECONOMIC

EMPLOYMENT

Thanksgiving Point's daytime population increases over 400% from 762 to 3,122 during working hours. This pattern is opposite when compared to the county and state, which have daytime populations lower than overall population. The increase in the project area and Lehi's population indicates the area is a net attractor for employees who live outside of the area. The project area's daytime population is comprised of 85% workers and 15% residents. There are 161 total businesses in the project area around Thanksgiving Point, employing 2,642 total employees. At the city, county and state level, the number of employees are less than 50% of their daytime population. Thanksgiving Point has a 0.7% unemployment rate, which is the lowest amongst the city, county, and state.

Figure 11: *Lehi is part of the "Silicon Slopes" a technology company boom along the Wasatch Front. Source: KSL*

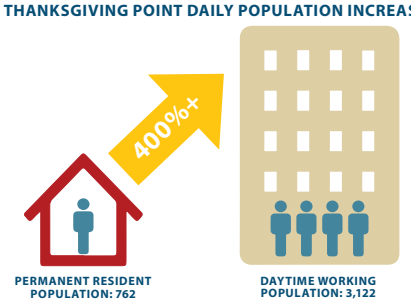

Figure 12: *Thanksgiving Point Daily Population Increase. Source: ESRI*

Table 5: Employment Trends. Source: ESRI

	PROJECT AREA	CITY OF LEHI	UTAH COUNTY	UTAH STATE
2021 Total Population	762	80,895	701,939	3,370,531
2021 Total Daytime Population	3,122	85,236	691,002	3,363,894
2021 Daytime Population: Workers	2,642	36,992	293,227	1,607,142
2021 Daytime Population: Residents	480	48,244	397,775	1,756,752
2021 Civilian Population Age 16+ in Labor Force	426	49,736	487,890	2,453,017
2021 Employed Civilian Population Age 16+	285	32,738	305,283	1,610,965
2021 Unemployment Rate	0.7%	1.7%	3.2%	3.3%

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BUSINESS

Thanksgiving Point's location within the Silicon Slopes and high concentration of technology companies can explain why the largest sector of employment (19.3%) is within Professional, Scientific and Technology Services, which is higher than the city, county and state. The second and third highest percentage of workers within Thanksgiving Point are in the Accommodation & Food Services (11.2%) and Unclassified Establishments (11.8%). To follow its lead on the tech industry, Thanksgiving Point has higher percentages of workers in the Information Businesses as well as the Finance & Insurance Business areas compared to the other segments. Thanksgiving Point has a significantly lower percentage of workers in the Retail Trade Business when compared to the city, county and state.

Table 6: Lehi Business Profile. Source: ESRI

	PROJECT AREA	CITY OF LEHI	UTAH COUNTY	UTAH STATE
2021 Total Businesses	161	1,518	14,564	89,912
2021 Agriculture, Forestry, Fishing & Hunting Businesses (%)	0.6%	0.3%	0.4%	0.4%
2021 Mining Businesses (%)	0.0%	0.0%	0.1%	0.2%
2021 Utilities Businesses (%)	0.0%	0.2%	0.2%	0.2%
2021 Construction Businesses (%)	3.1%	8.0%	6.9%	6.9%
2021 Manufacturing Businesses (%)	1.2%	2.6%	3.8%	3.8%
2021 Wholesale Trade Businesses (%)	3.7%	2.8%	2.9%	3.3%
2021 Retail Trade Businesses (%)	7.5%	14.0%	14.6%	14.5%
2021 Transportation & Warehousing Businesses (%)	0.0%	1.1%	1.3%	1.8%
2021 Information Businesses (%)	9.9%	3.9%	3.4%	2.5%
2021 Finance & Insurance Businesses (%)	9.9%	5.8%	5.3%	5.6%
2021 Real Estate, Rental & Leasing Businesses (%)	5.6%	3.5%	4.3%	5.2%
2021 Professional, Scientific & Tech Services (%)	19.3%	12.8%	9.7%	8.9%
2021 Management of Companies & Enterprises (%)	0.0%	0.2%	0.2%	0.2%
2021 Admin & Support & Waste Mgmt & Remediation (%)	1.9%	3.2%	3.5%	3.3%
2021 Educational Services (%)	2.5%	3.1%	3.4%	3.1%
2021 Health Care & Social Assistance (%)	5.0%	10.1%	11.7%	10.3%
2021 Arts, Entertainment & Recreation (%)	2.5%	2.3%	1.9%	2.0%
2021 Accommodation & Food Services (%)	11.2%	8.6%	6.7%	7.5%
2021 Other Services (%)	5.0%	8.7%	9.1%	10.5%
2021 Public Administration (%)	0.0%	0.9%	2.8%	3.6%
2021 Unclassified Establishments (%)	11.8%	8.0%	7.9%	6.4%

HOUSING

MODERATE INCOME HOUSING

Moderate income households are considered by the State of Utah to be those making less than 80% of the area median income (AMI). AMI is determined by the county in which the city is located. Other targeted income groups are defined as those making less than 50% and 30% of AMI. According to U.S. Department of Housing and Urban Development (HUD), the affordable monthly housing payment for either mortgage or rent should be no more than 30% of gross monthly income (GMI) and should include utilities and housing costs such as mortgage, property taxes, and hazard insurance. To calculate affordability in relation to household size, HUD estimates median family income (MFI) annually for each metropolitan area and non-metropolitan county.

It is not clearly stated in Utah Code whether those of moderate income must be able to purchase a home, so the allowance is applied to both rental rates and mortgages. Affordable housing is considered to be any housing options that accommodate the targeted income groups and meet the payment requirements.

AREA MEDIAN INCOME

The area median income (AMI) is the midpoint of a region's income distribution - half of the households in the region earn more and half earn less. AMI is important because each year HUD calculates the median income for every metropolitan region in the country and this statistic is used to determine whether families are eligible for certain affordable housing programs.

HUD focuses on the entire region, not just the city, because families searching for housing are likely to look beyond the city itself to find a place to live. AMI is typically distinguished between three types of households. Households earning less than 80% of the AMI are considered low-income households by HUD. Very low-income households earn less than 50% of the AMI and extremely low-income households earn less than 30% of the AMI. The City of Lehi falls within the Provo-Orem MSA, as defined by HUD. The AMI, for Lehi is $96,700 per year. While these numbers are often used to determine eligibility for certain government sponsored housing assistance programs, they can also be used to calculate a household's projected expenditures on rent and/or mortgage payments.

HUD AREA MEDIAN INCOME LIMITS

Table 7 illustrates the approximate distribution of households in Lehi by AMI threshold. Because AMI thresholds established by HUD do not exactly match the distribution of households by income bracket as recorded by the U.S. Census Bureau, the estimated number of households within each income level are matched as closely as possible with their corresponding income bracket. However, because it is not an exact match by census income bracket the number of households within each AMI threshold should be considered an approximation.

The distribution of households within Table 7 is well above the Provo-Orem MSA's area median income, with approximately 53.6% of households falling above the 100% AMI threshold. This has implications for housing within Lehi and can be

Table 7: Distribution of Households by AMI. Source: ESRI, HUD

INCOME LEVEL	INCOME CLASSIFICATION	AMI THRESHOLD FOR A FAMILY OF FOUR	ESTIMATED HOUSEHOLDS	PERCENTAGE
<30% AMI	Extremely Low Income	$28,100	1,083	5.2%
>30% to <50% AMI	Low Income	$28,100 - $46,800	2,124	10.2%
>50% to < 80% AMI	Moderate Income	$46,800 - $74,900	3,062	14.7%
>80% to <100% AMI	N/A	$74,000 - $96,000	3,416	16.4%
>100% to <120%AMI	N/A	$96,000 - $115,200	2,358	11.3%
>120% AMI	N/A	>$115,200	8,806	42.3%

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interpreted to mean that housing within Lehi is being built and priced to meet the needs and budgets of high earning households, with lower income households likely not seeing the same level of production. The distribution of households above AMI can also be interpreted to mean that Lehi is likely not attracting lower AMI households, potentially because of lack of suitable housing or lack of suitable employment.

AFFORDABILITY MONTHLY ALLOWANCE FOR RENTAL AND FOR-SALE PRODUCTS

Using HUD 's defined AMI for the Provo-Orem MSA, we can calculate an affordable monthly allowance for households making 30% to 120% of the AMI. This monthly allowance can be used to gauge affordable monthly rent and mortgage payment levels for households at different income levels. For example, a family of four living in the Provo-Orem MSA at the median income could afford $2,340 per month for housing (Table 8).

To translate these affordability levels into home values, we assume mortgage rates of 4%, 5% and 6%, with a 30 year term, current property tax rates, insurance costs, a 10% down payment, and a monthly utility expenditure of $275 per month. Table 9 lists the range of home prices that are attainable at varying AMI thresholds and mortgage rates. For example, a family of four living in the Provo-Orem MSA at the median income would need an average income of $93,600 to afford a home.

To calculate affordability levels into price appropriate rental rates, it was assumed that households would pay rental costs no larger than 30% of their monthly income and that rent would be paid on a monthly basis. Table 10 illustrates rental price ranges that are attainable to households at the varying AMI thresholds.

Table 8: Monthly Housing Allowance by Household Size. Source: HUD

INCOME CATEGORY	PERSONS IN HOUSEHOLD							
	1	2	3	4	5	6	7	8
Extremely Low Income (30%)	$492	$562	$632	$702	$758	$815	$871	$927
Very Low Income (50%)	$820	$936	$1,054	$1,170	$1,264	$1,358	$1,451	$1,545
Low Income (80%)	$1,312	$1,498	$1,686	$1,872	$2,022	$2,172	$2,322	$2,472
Median Family Income (100%)	$1,640	$1,873	$2,108	$2,340	$2,528	$2,715	$2,903	$3,090
Above Median Income (120%)	$1,968	$2,247	$2,529	$2,808	$3,033	$3,258	$3,483	$3,708

Table 9: Home Affordability by AMI Threshold

HOUSEHOLD INCOME RANGE			HOME PRICE RANGE FOR A FAMILY OF FOUR					
			4% MORTGAGE		5% MORTGAGE		6% MORTGAGE	
	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
<30% AMI	$-	$28,080	$-	$69,459	$-	$61,773	$-	$55,309
30% to 50% AMI	$28,080	$46,800	$69,459	$158,785	$61,773	$141,214	$55,309	$126,439
50% to 80% AMI	$46,800	$74,880	$158,785	$301,728	$141,214	$268,338	$126,439	$240,262
80% to 100% AMI	$74,880	$93,600	$301,728	$390,149	$268,338	$346,974	$240,262	$310,671
100% to 120% AMI	$93,600	$112,320	$390,149	$478,570	$346,974	$425,610	$310,671	$381,080

Table 10: Supportable Monthly Rent by AMI Threshold

HOUSEHOLD INCOME RANGE			RENTAL PRICE RANGE	
	LOW	HIGH	LOW	HIGH
<30% of AMI	$-	$28,080	$-	$702
30% to 50% of AMI	$28,080	$46,800	$702	$1,170
50% to 80% of AMI	$46,800	$74,880	$1,170	$1,872
80% to 100% of AMI	$74,880	$93,600	$1,872	$2,340
100% to 120% of AMI	$93,600	$112,320	$2,340	$2,808

HOUSING STOCK EXISTING CONDITIONS

Single vs. Multi-family Housing

Based on the 2021 ESRI data, Lehi has a total of 21,603 housing units. Table 11 breaks down these units into three categories: single-family units, multi-family units and mobile homes. Nearly all (88%) of Lehi's housing stock is classified as single-family homes, 10% is classified as multi-family housing, and 1% is classified as mobile homes.

Single family homes are defined by the U.S. census bureau as "fully detached, semi-detached, semi-attached, side-by-side, row houses, and townhouses." For the purpose of this analysis, town homes are considered a type of single-family home. At 88%, or approximately 19,000 units, nearly all of Lehi's housing stock is comprised of single-family homes. This is significantly higher than the county and state, in which single-family homes comprise 75% of all housing.

Multi-family homes are defined by the U.S. census bureau as "residential buildings containing units built one on top of another and those built side-by-side which do not have a ground-to-roof wall and/or have common facilities (i.e., attic, basement, heating plant, plumbing, etc.)." At 10%, or 2,182 units, Lehi has significantly fewer multifamily units in proportion to total housing than both the county and state. The high low proportion and demand for multi-family units is likely due in part to Lehi's higher proportion of high earning residents who desire single family homes over multi-family units.

Table 11: Housing by Type. Source: ESRI

HOUSING TYPE	CITY OF LEHI	UTAH COUNTY	UTAH STATE
Total Single-family	88%	75%	75%
Detached	79%	66%	68%
Attached	9%	9%	6%
Multi-family Units	10%	22%	18%
Mobile Homes	1%	1%	3%

TOTAL OCCUPIED UNITS AND HOUSING TENURE

Out of Lehi's 21,603 housing units, 96%, or 20,827 units, are occupied. This is consistent with the county's occupancy rate of 96% but higher that the state's occupancy rate of 90%. Lehi's high occupancy rate can be interpreted to mean that housing units are being absorbed by the market as they become vacant or are built.

Lehi has a drastically higher proportion of owner-occupied units than both the county and state (Table 12). Based on 2021 ESRI data, 81%% of Lehi's housing units are owner occupied, significantly higher than owner occupied units within the county (69%), and at the state level (64%). Inversely, Lehi has a lower renter population than

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both the county and the state, likely due to the limited number of multi-family units within the city. As of 2021, 16% of Lehi's housing units are renter occupied, lower than renter occupied units within the county (27%) and at the state level (26%).

HOUSING UNITS BY NUMBER OF BEDROOMS

The number of available bedrooms within an area's housing stock is important to accommodate living situations such as multi-generational households and larger families. At 87% (Figure 13), Lehi has more three-, four- and five plus-bedroom units than both the county (77%) and state (72%) (Table 13). Lehi's high number of three plus bedroom dwelling units is likely a result of the city's high concentration of single-family homes and large family size. While large dwelling units are common in Lehi, one- and two-bedroom units are limited, with only 12.4% of housing units having one and two bedrooms. With too few

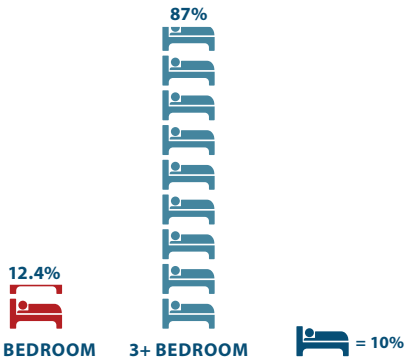

Figure 13: *Lehi Available Housing Supple Type. Source: American Community Survey.*

Table 12: Ownership Status. Source: ESRI

HOUSING TENURE	CITY OF LEHI	UTAH COUNTY	UTAH STATE
Total Housing Units	21,603	199,203	1,181,535
Owner Occupied	81%	69%	64%
Renter Occupied	16%	27%	26%
Vacant Housing	4%	4%	10%
Average household size of owner-occupied unit	3.96	3.78	3.26
Average household size of renter-occupied unit	3.40	3.09	2.80

Table 13: Number of Bedrooms by Structure. Source: American Community Survey Five-year Estimates

NUMBER OF BEDROOMS	CITY OF LEHI	UTAH COUNTY	UTAH STATE
0 Bedrooms	0.2%	1.4%	1.9%
1 Bedroom	2.0%	4.7%	7.1%
2 Bedrooms	10.4%	16.8%	19.4%
3 Bedrooms	30.3%	27.9%	29.3%
4 Bedrooms	26.1%	21.5%	22.1%
5 or More Bedrooms	30.9%	27.6%	20.2%

one-and-two-bedroom units available, smaller households may be forced to look elsewhere to find size appropriate housing options.

ESTIMATE OF EXISTING HOUSING SUPPLY

In 2017 Lehi City completed their Moderate-Income Housing Assessment, a component of the City's General Plan. The Assessment was completed using a model created the Utah Workforce Housing Initiative (UWHI) that quantified the city's existing and anticipated supply of moderate-income housing. According to the UWHI model, as of 2017 Lehi had a total "deficit of 43 units for households at the Metropolitan Statistical Area Median Income (MSAMI), a deficit of 272 units for households making 80% of the MSAMI, a deficit of 535 units available to those making 60% of the MSAMI, a deficit of 1,427 for those making 50% of the MSAMI, and a deficit of 2,015 units for those making 30% of the MSAMI." Figure 14 depicts the gap between Lehi households at HUD defined income limits and available dwelling units for sale and for rent at comparable rental rates and prices.

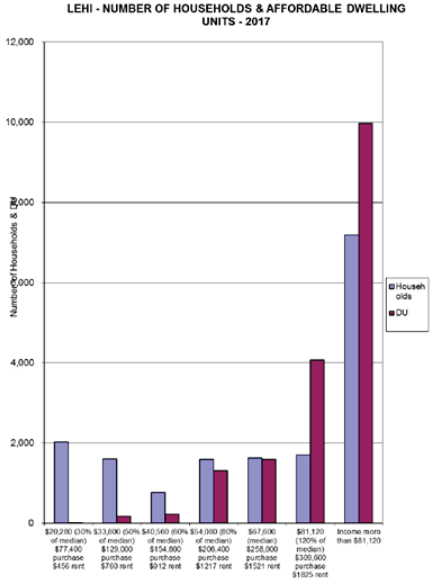

Figure 14: *Number of Affordable Households & Dwelling Units. Source: Lehi 2017 Moderate Income Housing Report*

ANTICIPATED NEED FOR MODERATE INCOME HOUSING

According to the City of Lehi's 2017 Moderate Income Housing Report "the majority of the need for moderate income housing within Lehi will be to serve the City's own growth as well as provide housing for commuters working in Salt Lake County and the Provo/Orem MSA." The report established that the "City's goal should be to provide adequate housing for existing and incoming residents and more particularly their children as they grow up and move out of their parents' home."

Using the UWHI Model, the city predicted that population growth through 2022 will create a demand for 499 additional units to be available to moderate-income families at the 80% AMI level. The model also predicted that "the demand for additional units at the 60% MSAMI level will be 668 units, the demand at the 50% MSAMI level will be 1,709 additional units, and 2,372 additional units will be needed for those making 30% of the MSAMI." Table 14 (next page) illustrates the housing supply and deficit for homes at varying HUD defined AMI levels for 2017, 2022, and 2027.

REAL ESTATE TRENDS & FORECASTS

RETAIL

INVENTORY & VACANCY

Lehi has approximately 188 buildings and 2.8 million square feet of existing retail inventory. Occupancy within the market is extremely high,

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Table 14: Housing Surplus and Deficit by AMI level. Source: Lehi 2017 Moderate Income Housing Report

AFFORDABLE HOUSING SUPPLY & AFFORDABILITY GAP BY HUD		AFFORDABLE SHELTER COST			2017 TOTAL HOUSE-HOLDS	2017 TOTAL DWELLING UNITS	AFFORDABLE HOUSING SUPPLY		
		SINGLE FAMILY OWN	MULTI-FAMILY OWN	RENT			2017	2022	2027
30% AMI	Up to $20,280	$73,800	$69,300	$456	2,022	7	(2,015)	(2,372)	(2,770)
50% AMI	$20,280 - $33,800	$123,000	$115,500	$761	1,599	172	(1,417)	(1,709)	(2,023)
60% AMI	$33,800 - $40,560	$147,600	$138,600	$913	758	223	(535)	(668)	(817)
80% AMI	$40,560 - $54,080	$196,800	$184,800	$1,217	1,588	1,316	(272)	(499)	(754)
AMI	$54,080 - $67,600 (AMI)	$246,000	$231,000	$1,521	1,629	1,586	(43)	126	393
120% AMI	(AMI) $67,600 - $81,120	$295,000	$277,200	$1,825	1,704	4,069	2,365	3,050	3,996
>120% AMI	>$81,120				7,189	9,964	2,775	3,699	4,971
Total					16,489	16,170	848	1,627	2,966

with 99.6% of all available retail space currently occupied. The majority of Lehi's retail space is concentrated along East Urban promenade, State Street, and State Route 92. The majority of retail development within Lehi is Neighborhood Center style development (e.g., mid-scale strip malls), General Retail development (e.g., standalone strip centers or pad site retail space), and Community Centers development (e.g., big box retailers and supermarkets). Figure 15 illustrates the distribution of retail throughout Lehi.

Vacancy rates within the Lehi market have historically ranged between 0.13% and 3.79%, indicating a strong retail market that is capable of absorbing new retail space as it is made available or introduced into the market. Vacancy rates have trended downward over the past year, dropping from 1.1% in 2021 to the current rate of 0.42%. Vacancy rates are projected to continue to remain low over the next five-year period, ranging between 0.5% and 1.4% between 2022 and 2026. Figure 16 illustrates historic and predicted future vacancy trends in Lehi. Given historic and projected vacancy trends, it is predicted that vacancy within the Lehi Market will continue to remain low, even as more retail products are introduced into the market.

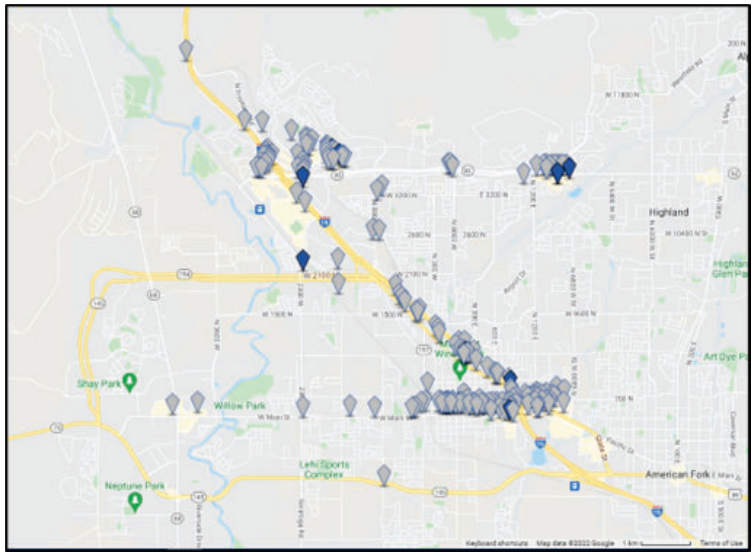

Figure 15: *Lehi Retail Locations. Source: CoStar.*

RENTAL RATES AND PRICING

Current market rent per square foot in Lehi is $24.97. Rental rates within Lehi have been climbing steadily for the past ten years, rising from $20.02 in 2012 to their current high of $24.97, and are forecasted to continue rising, growing to $27.87 by 2026.

Asking rent, or the rent paid after concessions are applied to rental rates, has fluctuated in Lehi over the past 10 years, dropping to a low of $11.31 in 2012. Current asking rent is greater than market rent, a positive within the market that can be interpreted to mean that there is sufficient demand within the market to both lease space without offering incentives or lease to competing tenants who are offering rental rates greater than market rate. Figure 17 illustrates historic and projected market and asking rent in Lehi.

NEW DELIVERIES & ABSORPTION

Lehi has experienced a significant amount of new retail development, with 1.07 million square feet of new retail space delivered since 2012. Retail deliveries have since slowed, with only 19,000 square feet of new retail delivered in 2020 and 2021 (Figure 18). Currently, there are 10 proposed and under construction retail projects in Lehi totaling 198,800 square feet, none of which are adjacent to or nearby the UTA station.

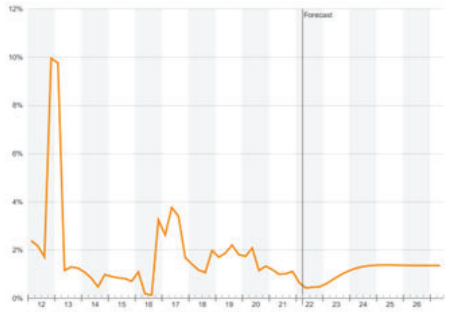

Figure 16: *Lehi Retail Vacancy Trends. Source: CoStar*

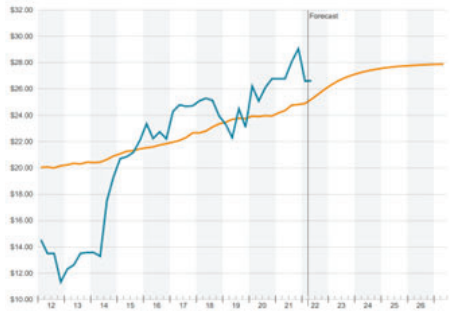

Figure 17: *Lehi Historic and Projected Rent. Source: CoStar*

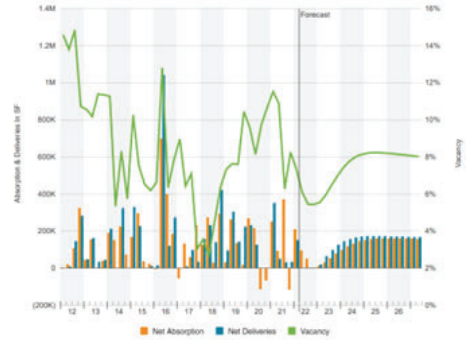

Figure 18: *Lehi Absorption, Deliveries, and Vacancy Trends. Source: CoStar*

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Absorption within the Lehi market is strong, with approximately 25,000 square feet of retail space leased between May 2021 and May 2022. Historic trends indicated that as existing or new retail space is introduced, the market is quick to absorb it, with a 50% chance that space will be leased future vacancy trends in Lehi. Given historic and projected vacancy trends, it is predicted that vacancy within the Lehi Market will continue to remain low, even as more retail products are introduced into the market.

MULTI-FAMILY RENTALS

INVENTORY & VACANCY TRENDS

Lehi has 9 multi-family rental apartment developments (with 10 or more units) with 1,563 total dwelling units. A portion of multi-family inventory in Lehi is available for both senior and low-income tenants, with one apartment development (192 units) currently designated affordable, and one apartment development (62 units) designated for senior housing. Most multi-family housing in Lehi is newer, with eight developments and 86% of all units built within the last 10 years.

Occupancy rates within the Lehi multi-family market have historically ranged between 84.23% and 97.48%, with a current occupancy rate of 97.32%. While occupancy rates have remained mostly stable, there have been periods of reduced occupancy over the past ten years, typically inducted by the delivery of a large number of units into to the market during a short time frame. Figure 19 illustrates historic and current occupancy trends for rental multi-family units in Lehi. Given historic and projected vacancy trends, it is predicted that occupancy within the Lehi market will remain above 90%, even as more multi-family products are introduced.

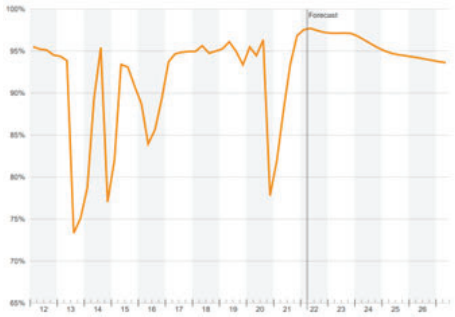

Figure 19: *Lehi Multi-family Vacancy Trends. Source: CoStar*

RENTAL RATES

The current median market rent per unit in Lehi is $1,653 per month. Multi-family rental rates have generally increased over the past years, typically rising between -1.5% and 8.2% annually. Since 2021, rental rate increases have risen significantly, with 2021 experiencing a 17.1% increase in rates.

Effective rent, or the monthly rental rate paid after concessions are applied, has historically been equal to asking rent. Forecasts predicts that over the next five years rental rates will increase significantly, reaching a median of $1,906 per month by 2026. Figure 20 illustrates historic and predicted rental rate increases and current and asking rent in Lehi.

NEW DELIVERIES & ABSORPTION

The Lehi market has experienced mostly positive absorption over the past ten years. Since 2012, the market has experienced several large deliveries of new multi-family rental units, adding 1,221 units. Historic trends indicate that the market is quick to absorb new units as they are introduced, with vacancy rates generally dropping to their typical range within one year following new construction.

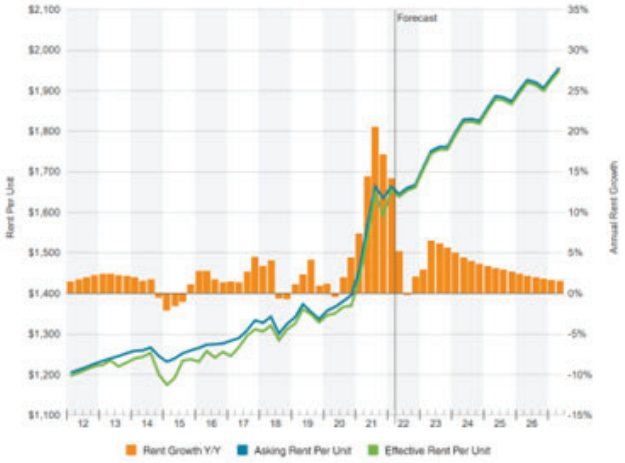

Figure 20: *Lehi Historic and Projected Rent. Source: CoStar*

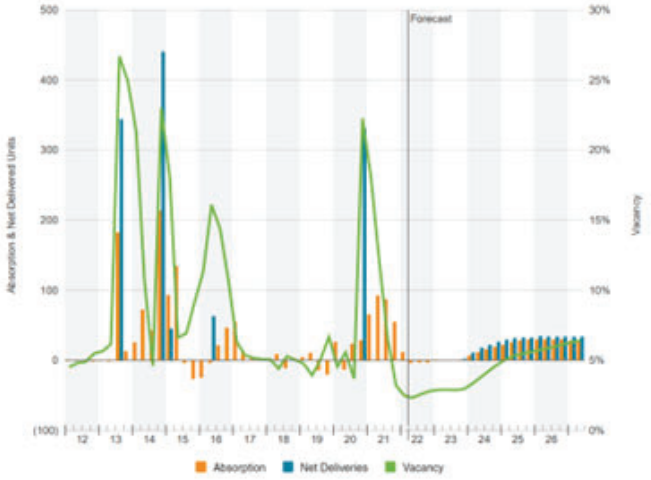

Figure 21: *Lehi Absorption, Deliveries, and Vacancy Trends. Source: CoStar*

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Currently, there are four known proposed multi-family projects One project, Vue Apartments, is a 308 unit high-end development located on North Mountain View Road. The development will be completed in September of 2022 and will consist of 308 one-bedroom apartments. Figure 21 illustrates historic and current absorption, deliveries, and vacancy in Lehi for multi-family rental units. Some of the other projects include a 317 unit complex currently under construction at 3851 N Traverse Mountain Boulevard and a 232 unit complex at 2377 N 1200 W.

KEY UNDERSTANDING

Lehi City, like many communities along the Wasatch Front, has experienced unprecedented growth since 2010. Growth within Lehi and neighboring communities is projected to continue and will require a thoughtful and strategic approach to provide suitable housing and amenities to support a growing population. The following section summarizes observations and recommendations from this existing conditions analysis and provides recommendations for how the Lehi may respond to demographic shifts, housing needs, and real estate opportunities.

DEMOGRAPHICS

Lehi's population is projected to continue growing, increasing by approximately 44,000 residents by 2050 to reach a population of 124,000.

Lehi's median age of 25, combination with the city's high rate of family household (88%) and high household size (3.88) can be interpreted to mean that Lehi is currently home to a significant population of large households with multiple children.

Over half (53.6%) of Lehi's Households earn above the Provo-Orem AMI of $96,700 per year.

Lehi, and specifically the Thanksgiving Point area is a major employment center attracting thousands of commuters each day. During working days the population of the Thanksgiving Point area grows from 762 to 3,122. There is a significant opportunity to house these commuting employees in nearby multi-family residential development.

MODERATE INCOME HOUSING

Lehi's housing stock is dominated by Single Family Homes. Since 2010 a handful of large-scale multi-family developments have been built, though no moderate density multi-family housing has been developed within the city.

As a partial outcome of the lack of available multi-family and affordable housing, Lehi is socioeconomically homogenous, with a limited number of low income and extremely low-income households.

There is a lack of one- and two-bedroom dwelling units in Lehi. The lack of smaller units may prevent one or two person households from relocating to Lehi.

There is significant need for price appropriate housing for households making 50% or 30% of AMI. In total approximately 4,000 units are needed to satisfy demand from households within these AMI categories.

REAL ESTATE

Retail performs extremely well in Lehi, with nearly all square footage currently under lease. It is highly advisable that future development on the UTA site include retail space, either as standalone or mixed with residential uses.

With 6.3 million square feet of competitor office space located within a 1.5 mile radius of the UTA site, office is feasible, however it will be slower to absorb into the market than retail or residential. The mixed-use nature of TOD should include some office, but the success of the site will need to balance retail and residential uses as well.

There is a significant need for for-rent multi-family development in Lehi. With low vacancy rates and rental prices that are in alignment with monthly housing allowances for moderate income households, multi-family development is an ideal land use for the UTA site.

The existing office buildings in the area show higher vacancy and slower absorption than residential and retail, suggesting a need to focus more on other supportive uses.

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Site Analysis

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Transit Oriented Development

Transit-oriented development provides an opportunity to serve current and future residents in Lehi. Promoting active street life through an increase in people living, shopping, recreating and working.

The Transit-Oriented Development Standard (TOD Standard) is a tool developed by the Institute for Transportation & Development Policy (ITDP), to establish quantitative metrics for TOD projects. Because this project is developing a greenfield, there are no baseline metrics to compare the final project. However, the principles outlined in the TOD Standard are paramount to the success of this and all future TOD projects in Utah. There are eight TOD Standard Principles (Figure 23):

Walk

Walkability is vital to successful transit-oriented development. Part of UTA's TOD goals include alleviating traffic congestion and air pollution. If services and amenities are accessible by foot, it reduces vehicle miles traveled.

Cycle

Similar to walkability, TOD's must prioritize non-motorized vehicles such as bicycles and scooters. This includes a complete system of bike paths as well as safe and protected storage at the station.

Connect

A dense network of streets and paths is necessary for walking and cycling. Routes should be short and faster than motor vehicle routes.

Transit

Transit is a requirement for the TOD Standard. The Lehi-Thanksgiving Point station area plan accommodates existing rail and bus infrastructure.

Mix

A mix of uses ensures that public spaces are activated throughout the day and are not limited to 9-5 traffic, such is in an office park. With various types of businesses like dry cleaners, small grocers, retail and salons, the neighborhood is active most hours of the day. It gives people more reason to visit and, importantly, stay, in the neighborhood.

Densify

Transit-oriented development should maximize density to match transit capacity. To ensure car-independent or car-optional lifestyle options, neighborhoods need to be dense enough to support transit that is rapid, frequent, well connected and reliable. This includes residential and job densities.

Compact

Compactness is a central organizing principle of TOD, ensuring that all necessary components of modern living are close enough to access on foot or by bike. It requires efficient and convenient spatial organization.

Shift

Increasing mobility options by regulating parking and road use will lead to a cultural shift in people living and working in the neighborhood. Land occupied by motor vehicles is minimized and given to more productive land uses such as housing and office.

The TOD Standard score card can be found online at https://www.itdp.org/publication/tod-standard/.

UTA TOD POLICY

UTA developed a policy to ensure that transit-oriented development meets critical criteria. The policy outlines the 'why' and 'how' of what UTA calls transit-oriented communities, or TOC.

In an effort to alleviate traffic congestion, air pollution, and create safe neighborhoods for the growing population along the Wasatch Front, UTA is investing heavily in TOD. These developments are designed to prioritize active transportation such as walking and biking versus the automobile. This is in direct contrast to the standard American suburban neighborhood, which is designed to accommodate cars with wide roads, driveways and parking. UTA intends to build places for Utahns to live that are walkable. A variety of housing types and price points will accommodate people of all ages and stages of life from young newlyweds to grandparents looking to downsize.

TOD near existing communities offers housing options for people who want to remain in their ward and neighborhood but may want a different lifestyle.

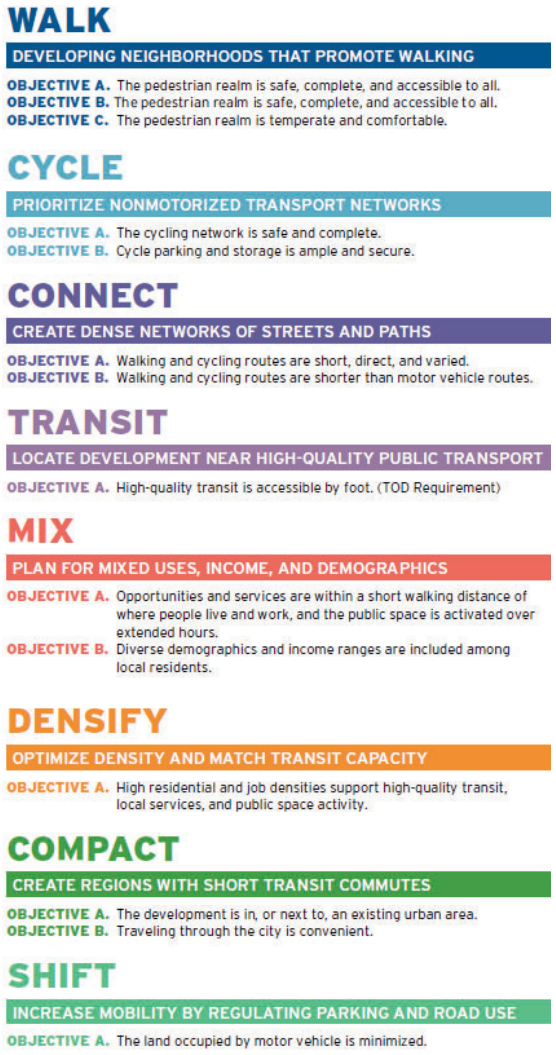

Figure 22: *TOD Standard Scorecard categories. Source: ITDP.*

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Site Analysis

CIRCULATION

TRANSIT AND CONNECTIONS

The Thanksgiving Point area is dominated by roads and parking. I-15 runs along the eastern edge of the area, and the FrontRunner transit line runs along the western edge. To the north, Clubhouse Drive connects to substantive retail and shopping east of the highway and is anticipated to connect across the Jordan River to western Lehi in future Utah Department of Transportation projects.

Key to this project will be the role of Ashton Boulevard (Figure 24), which runs parallel to I-15 though the site, and Executive Parkway (Figure 25), the intersection of which is adjacent to the UTA FrontRunner station. These roads are designed for vehicles, with 50-83' of ROW, and are not currently pedestrian or bike friendly. However, there is a strong existing bike network connecting to and through the surrounding influence area, including a bike trail along the Jordan River, substantial bike connections over I-15, and another bike trail running along the highway towards Provo and Salt Lake City. These regional bike connections are a great asset to connecting transit to other areas of the community.

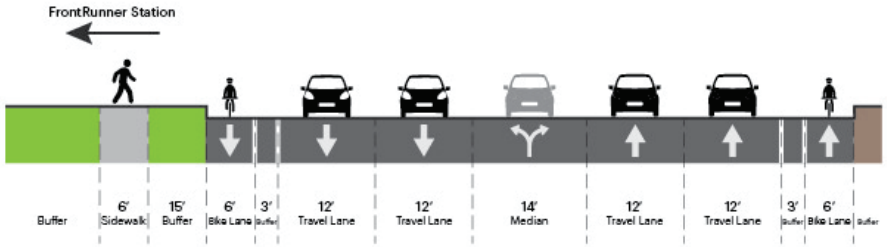

Figure 23: *Existing street condition on Ashton Boulevard*

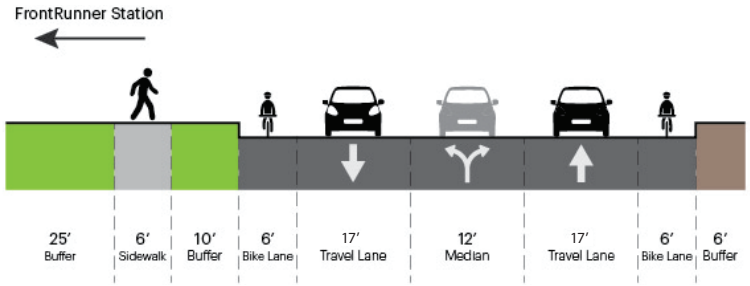

Figure 24: *Existing street condition on Executive Parkway*

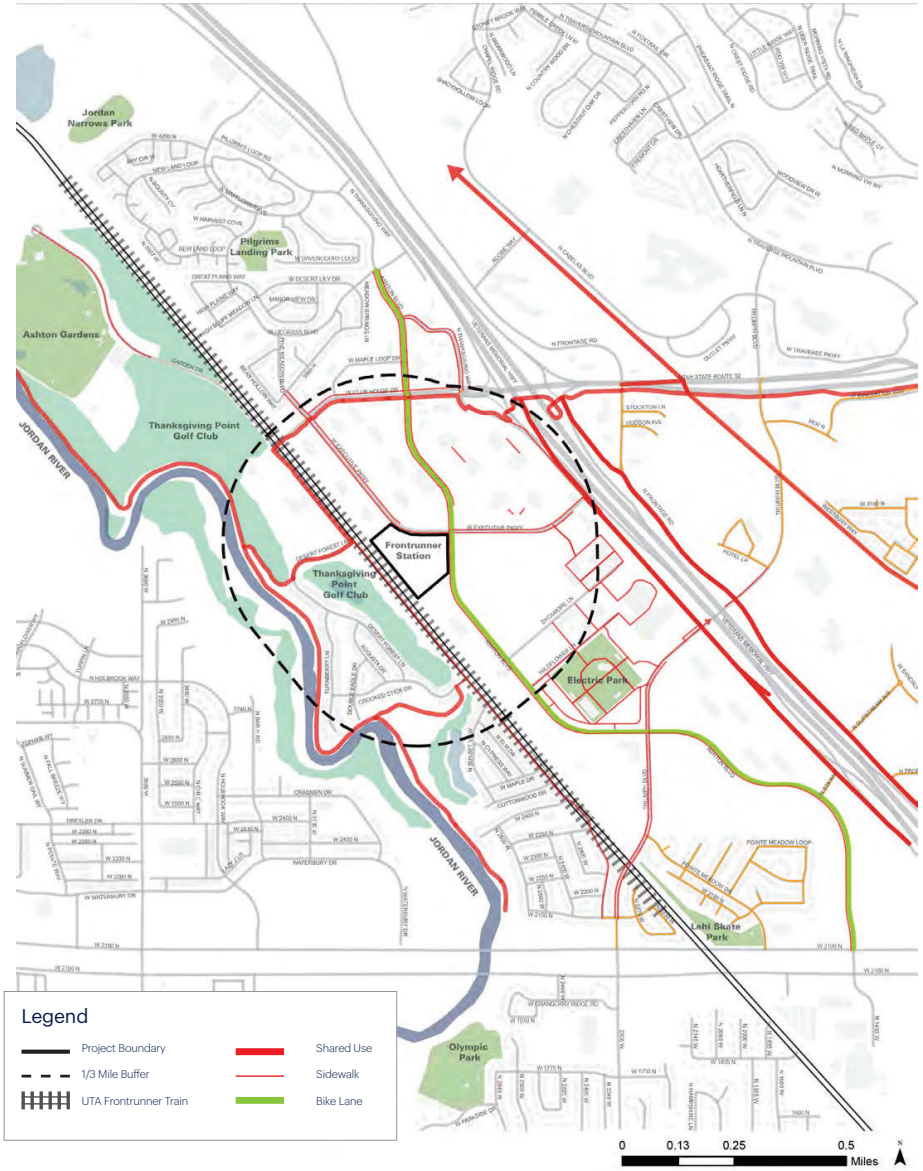

Figure 25: *Circulation Map. Note: Some sections of sidewalk shown on the west side of Ashton are planned.*

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Site Analysis

LAND USE

THE FUTURE OF HOUSING

Lehi residents are, in general, more affluent, and younger families than Utah County residents and the state in general. Thanksgiving Point could capture a significant need for housing in the area. Lehi's housing inventory is concentrated with larger single-family homes, primarily 3, 4 and 5 bedrooms. Local housing for a young workforce and emerging professionals with affordable and smaller units would support the economic revenue of the area and fill a gap for a significant need in the community. The UTA site is well suited to provide housing—and specifically attainable product.

RETAIL AND OFFICE

The current area has an organically occurring tech industry and future children's hospital that are drivers for employment along the Wasatch Front. This strong business community brings many people to the area, a nearly 400% increase in population during the workday. Increased residential and retail uses would support keeping the workforce in the area for longer amounts of time, increasing spending and dwell times, and promoting 18 hour activities.

Figure 26: *Surrounding land uses include an office park with surface parking (top) and golf course (bottom)*

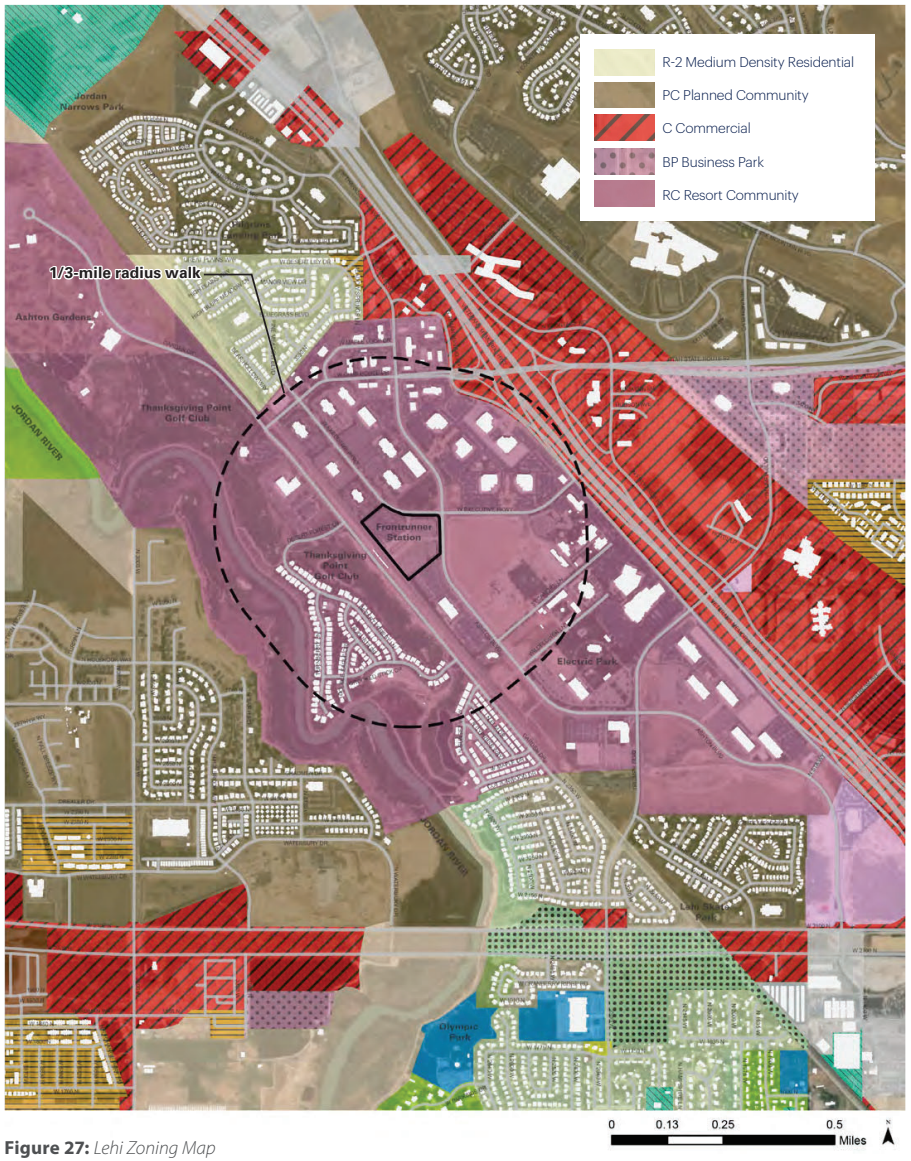

Figure 27: *Lehi Zoning Map*

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Site Analysis

SENSE OF PLACE

The Ashton vision, which includes the Ashton Gardens, the Butterfly Biosphere, and the Museums of Ancient Life and Curiosity, laid a foundation for Thanksgiving Point that focused on cultural attractions and referenced the former agrarian nature of the site. In the years that followed, semi-suburban office parks of large footprint buildings surrounded by parking were developed in the area adjacent to the highway. Farm Country, an agriculture education center, and a corn maze occupy the area between the office park and the station area. Future development is needed and should create synergies between existing office uses, current neighborhoods, cultural facilities, and open spaces. Density should be sensitive to the surrounding context, but also provide enough residents and a mix of uses to promote economic vibrancy and spaces for the community to gather.

1/3 MILE ANALYSIS

An analysis of the region within a quarter- and half-mile of the site revealed a wealth of assets including civic and cultural institutions, major employment centers and outdoor recreation. Spread in a circular pattern, the various assets together create a donut, with the Lehi-Thanksgiving Point FrontRunner station making up the hole. In its current form, the station consists of mostly surface parking, depleting energy from the surrounding parks, offices, and museums.

The site's location in the center of so many resources make it a prime location to increase density and provide amenities for nearby residents and attracting visitors from the Wasatch Front.

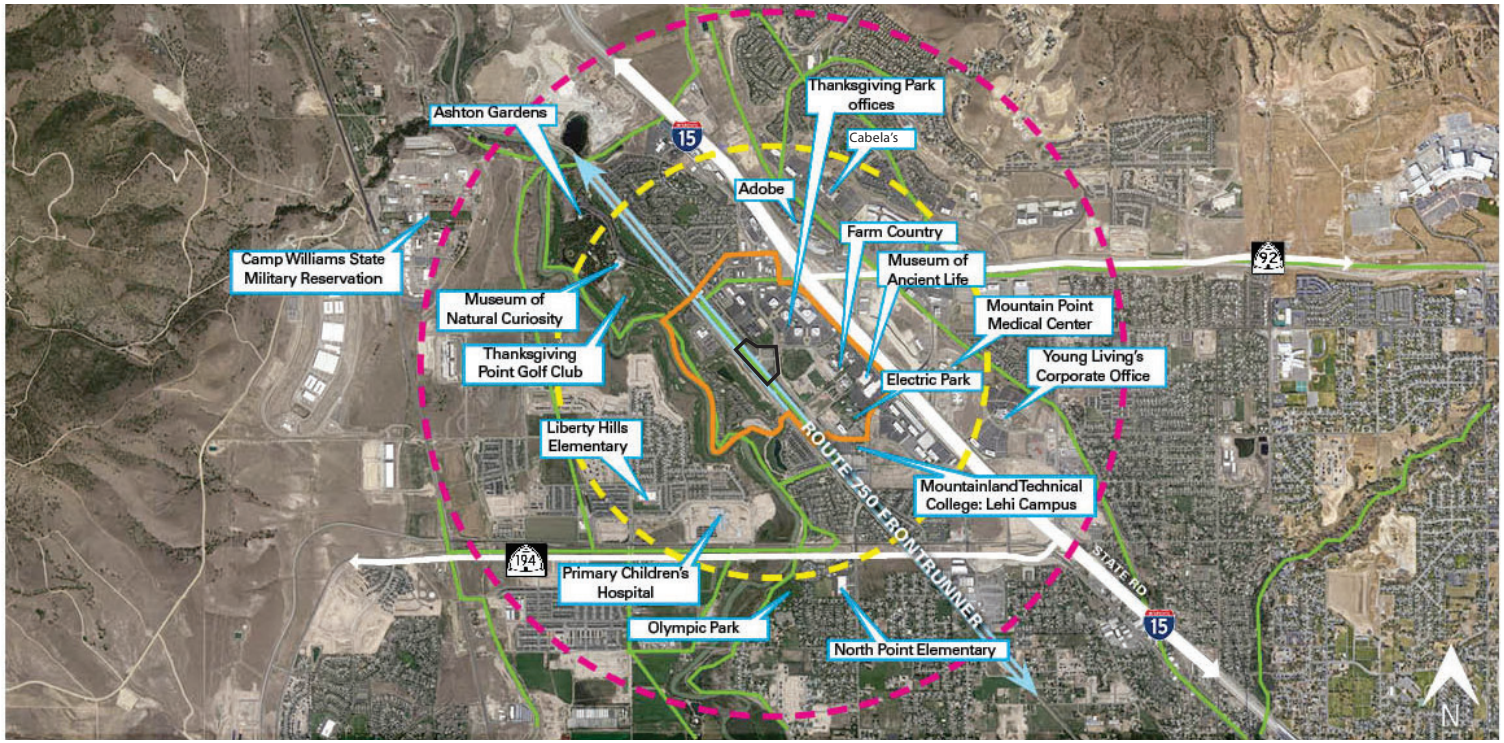

Figure 28: *Context Map*

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Recommendations

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Process Development

The three initial concepts were developed to meet the capacity needs based on the market analysis and the goals of UTA and Lehi City. All three plans are designed using placemaking principles and centering public space (Figure 29). They all center around public space in one configuration or another, create thoroughfares for pedestrians and cyclists, and maintain transit access. First floor active uses lend to dynamic street life with retail, dining, and other businesses that support daily life.

During a day-long charrette with key stakeholders, the designs were edited and revised to combine favored elements. The resulting sketches were then refined further to develop a single preferred concept (Figure 30).

CONCEPT 1: GREENWAY

The central greenway of this concept is a driving force for the spatial organization. The greenway serves as direct connection to the station, fronted by retail, office and housing. Cafes fronting onto the green, lawns, and plazas with art and sculpture, passive seating spaces create a park-like promenade.

CONCEPT 2: CONNECTED URBAN PROMENADE

The urban promenade, with a wide linear park on the northern side, creates an active pedestrian promenade connecting from the adjacent Thanksgiving Point development to a central plaza at the transit station.

CONCEPT 3: STAY THE COURSE

This concept maintains the current configuration of transit infrastructure while introducing additional development along the edges. Buildings fronting onto the current bus drop off create active edges along the 'street.' Retail, located near Ashton Boulevard and Executive Parkway, offers plaza spaces for outdoor seating. A small park connects the area to future development across Ashton Boulevard.

Figure 29: *Concepts 1-3 presented at charrette*

Figure 30: *Hand-drawn hybrid concepts from charrette*

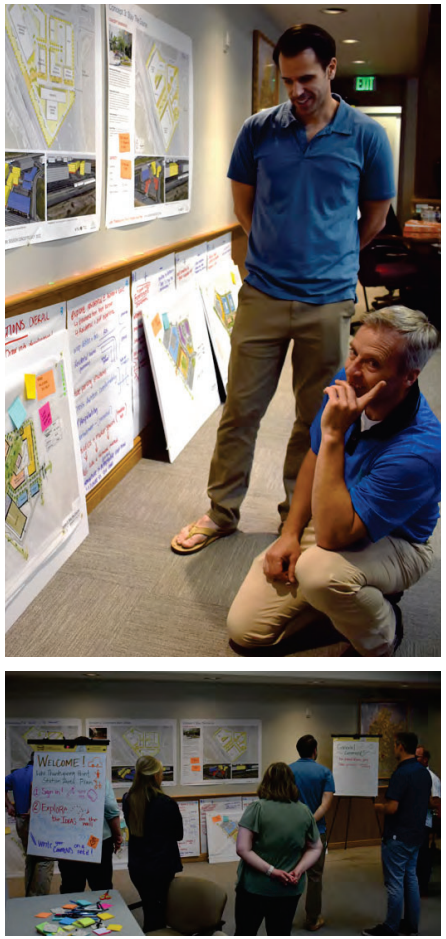

Figure 31: *Lehi City staff, commissioners, and council members participated in the design charrette*

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Preferred Site Concept

STATION AREA REDEVELOPMENT CONCEPT

Gathering and Placemaking

This concept, with an active central green, is focused on passive and active spaces for people to meet and gather with direct connections to the station area.

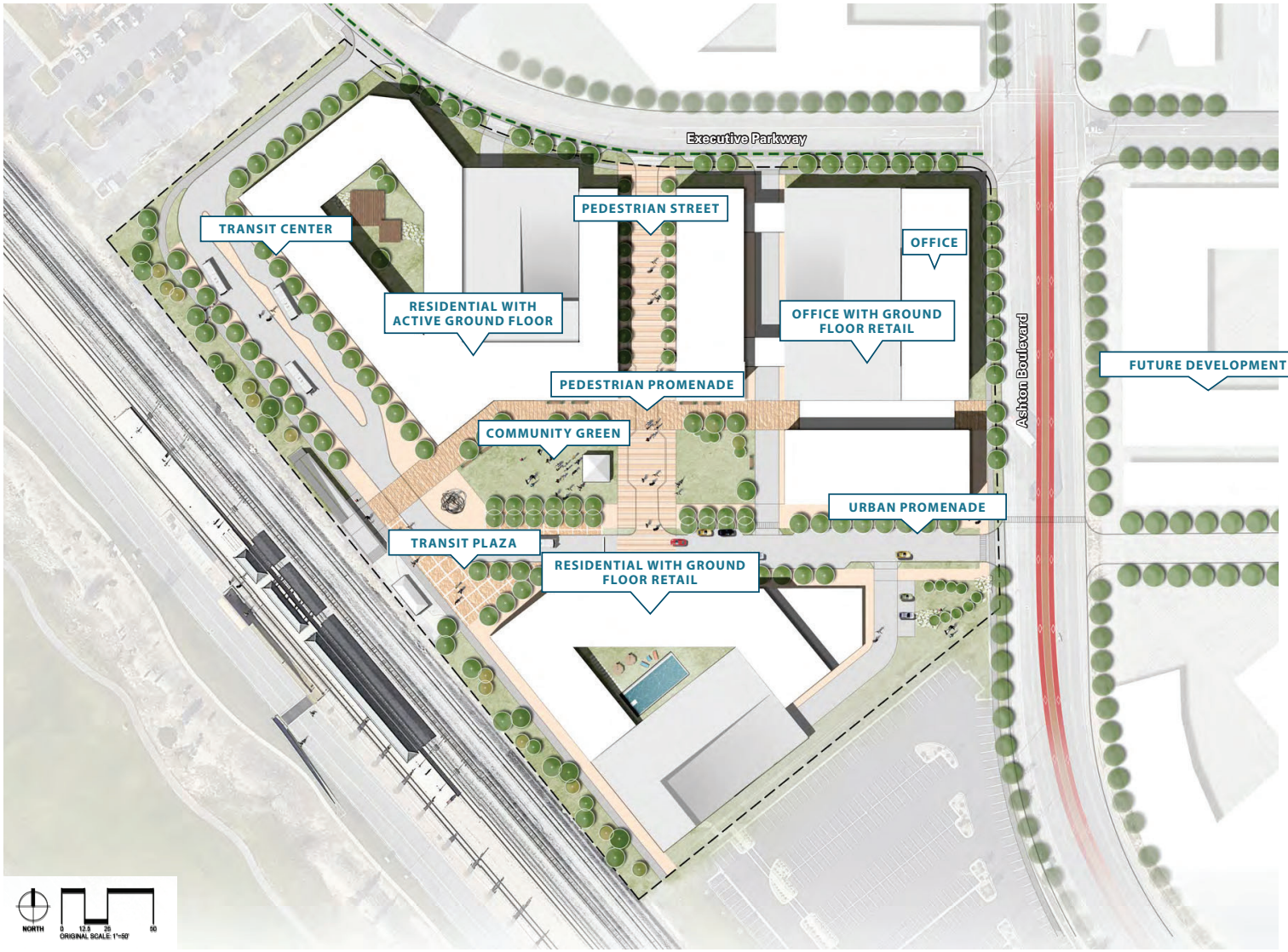
The plan, which prioritizes public space and connection to the future development east of Ashton Boulevard, is organized around a central east-west promenade with direct access to the FrontRunner platform and bus loop. The large promenade is designed as a flexible public space for events such as farmer's markets, festivals, and concerts. It can also be used for spontaneous and casual recreation and leisure by residents and commuters.

Housing, Retail, and Office

The proposed concept prioritizes public space, active ground floor uses that front pedestrian areas as a key component of the plan. With 200 residential units adjacent to transit infrastructure, and commercial use fronting the intersections of Executive and Ashton, the concept ensures parking and mixed uses are distributed throughout all parcels.

Transit Connections

The greenway will serve as a biking and walking corridor with direct connection through the site to the intersection of Ashton Boulevard and Executive Parkway. A urban promenade runs through the center of the site, connecting the land uses and providing on-street parking, wide sidewalks and a bike lane. A bus and future bus rapid-transit (BRT) lane will wrap the west side of the site with bus access adjacent to the station area.



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Social Spaces

GATHERING AND PLACEMAKING

Streets in this concept prioritize the human experience of the space. A pedestrian promenade, shown in yellow, directs people to the FrontRunner platform and bus loop. Active ground floor uses line the promenade, creating reasons for people to linger, shop, and keep the neighborhood public spaces active throughout the day. The promenade, which doubles as a pedestrian thoroughfare and gathering space, can be used for special events such as markets and festivals.

A shared street, shown in blue, runs north-south from Executive Parkway, intersecting with the pedestrian promenade and terminating at the bus loop, while pedestrian and cyclists will receive priority on this street, it is open for slow moving traffic and street parking.

Lawns straddle the shared street to the east and west, creating space for both passive and active uses. A small open space near the traffic entrance on Ashton contributes to an inviting gateway and signals the prioritization of people over cars within the development. Internal amenity plazas create semi-public spaces for building tenants.

Amenity spaces within residential buildings create opportunities to build community

A community green provides space for passive leisure

A transit plaza provides civic space and welcomes transit riders to Lehi

People can meet and gather along the pedestrian promenade, lined with retail and restaurants. Raised crossings and other traffic-calming design interventions help reinforce the prioritization of people within the development.

KEY

- Pedestrian Promenade
- Urban Promenade
- Transit Plaza
- Shared street
- Public space

Figure 32: *Urban promenade and Community Green Section*

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Transit and Circulation

TRANSIT CONNECTION

The success of transit oriented development on the site will require a mix of uses to activate the area at all times of day.

The concept proposes residential adjacent to the community green and transit plaza, with active ground floor uses such as retail and fitness amenities. Office is proposed adjacent to the corner to mirror office uses proposed on the opposite side of Ashton. Active ground floor uses such as retail or commercial with retail frontage would be located along Urban promenade and the Shared Street.

BICYCLE CIRCULATION

This plan was informed by TOD principles, which give preference to people traveling on foot, by bike, or using transit. This means that with the exception of the bus loop, pedestrians are prioritized on all thoroughfares. Bicycles and other non-motorized mobility devices such as scooters can access the site from all directions. Secure bicycle parking is provided at the FrontRunner station for transit riders. Residential developers are required to provide indoor bicycle storage per TOD guidelines.

COMPLETE STREETS

Complete streets are designed to enable safety for all users, including pedestrians, cyclists, transit users and drivers. Complete streets support the TOD principle, shift, which states that over time, people will shift their mode of transportation through behavior changes that accommodate different patterns of mobility.

Bus loop

A proposed rail trail

Secure bicycle parking

The infrastructure will allow people to have the freedom to choose the mode of transportation that works best for them.

PARKING

All parking on site is structured, except for a few street parking spaces along Urban promenade. There are 300 parking spaces dedicated transit parking which are incorporated into the residential garages adjacent to the station. All other available parking accommodates residential and office users.

KEY

- Transit Only
- Shared Street
- Bike Parking
- Open Street
- Bus Drop-off
- Parking Structure
- Bike Trail
- Shared use trail
- On-street protected bike lane
- BRT Lane
- BRT Stop

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Land Use

The success of transit oriented development on the site will require a mix of uses to activate the area at all times of day.

RESIDENTIAL

- 200 units
- 180 at 80% AMI
- 20 at Market Rate

RETAIL

- 47,000 SF

OFFICE

- 270,000 SF

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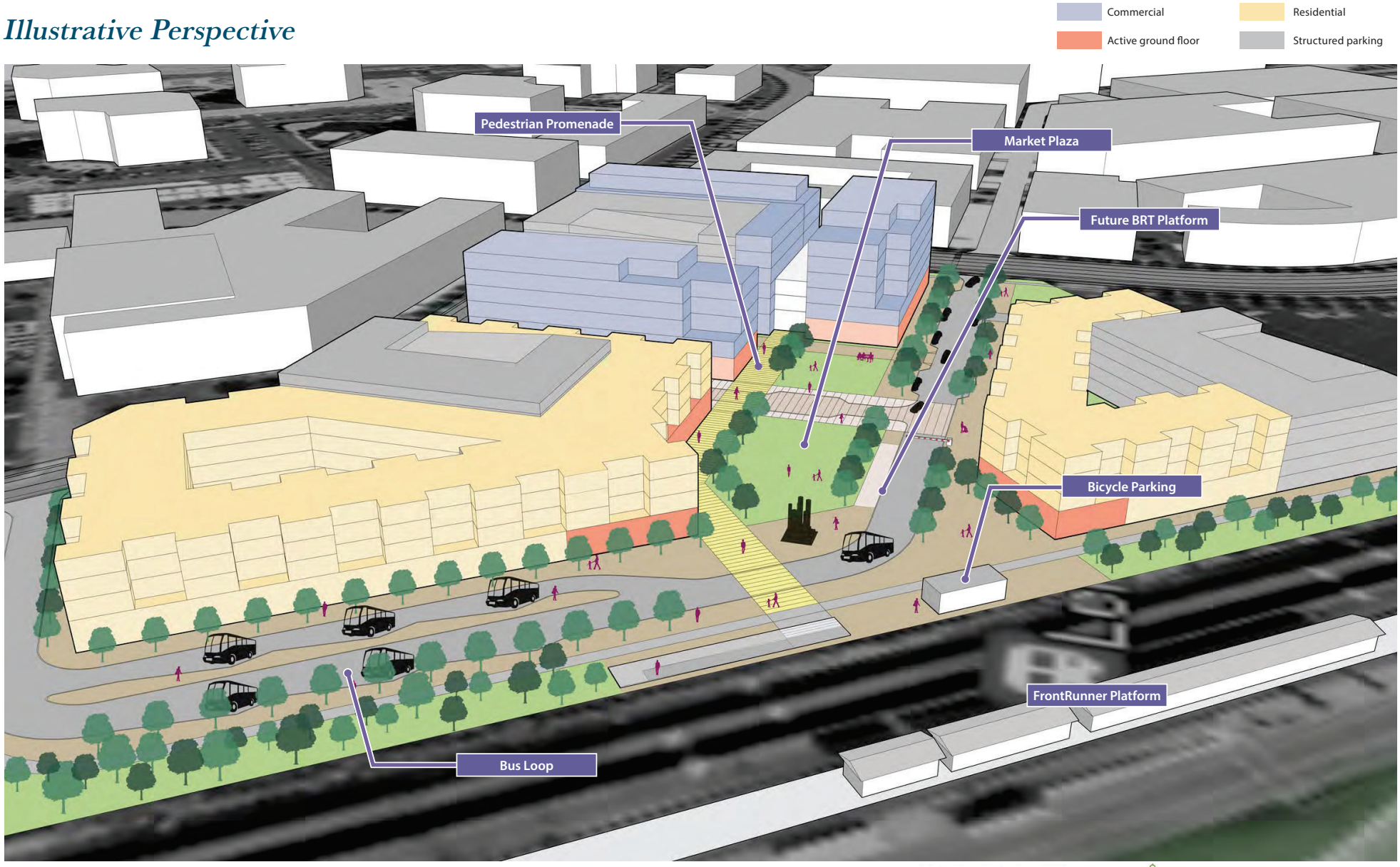
Illustrative Perspective



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Implementation

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Site Concept

HOUSING RETAIL AND OFFICE

The programming of the Station Area Redevelopment includes a mix of multi-family housing, office, and retail space.

Multi-family housing on the site will be located in Parcels A and C and combined with ground floor retail and residential amenity space. A developer will develop 200 units of housing between the two parcels. Multi-family housing unit types should consist of approximately 70% two-bedroom units, with the remaining 30% of units being a mix of studio, one-bedroom, and three-bedroom unit configurations. Residential units will be a combination of attainable housing and free market housing, with 90% of units being priced attainably and the remaining 10% being priced at market rates. Attainable housing will be priced at 80% of AMI, while free market units will be priced a higher levels. Because of Utah County's high AMI, attainably priced units and market rate units have relatively similar rental rates. The median rental rate for an attainably priced unit on site is $1,690/month, nearly equal to the current median rent per unit in Lehi of $1,650/month.

In total, a maximum of 47,000 square feet of retail and active ground floor uses will be located on the site and strategically distributed amongst the three parcels. Targeted service and convenience retailers, such as food service providers, small-scale grocers, and professional service providers, should be target tenants as they can capture both on-site residents and UTA users. Where feasible, locally owned retail providers should be prioritized over national chains.

The site will contain a maximum of 270,000 square feet of office will be located in Parcel B. Office space should, at minimum, be classified as Class B to remained competitive with existing and planned adjacent office development.

IMPLEMENTATION

SITE TESTING AND FEASIBILITY

To test the financial feasibility of the Station Area Redevelopment Plan, a financial model was developed that reflected the site program illustrated in Table 15. The financial model calculated estimated project revenues, costs, and the rate of return for each parcel and for the development as whole.

Table 15: Station Area Feasibility

LAND USE	SF	UNITS
Retail	47,214	0
Office	270,077	0
Residential	220,000	200
Market Rate	0	20
Affordable	0	180
Residential Amenity	50,017	0
Parking	339,121	0
Total	**926,429**	**200**

The financial model used the following assumptions to guide the analysis:

- Land costs would not be included in the overall development cost as UTA would contribute the land in exchange for project equity equal to the value the land.
- Residential dwelling units would be a combination of attainable housing and free market units, with 90% of housing on site priced at attainable levels and the remaining 10% priced at market rates. Attainable housing would be priced at 80% of AMI, while free market units would be priced a higher levels.
- Residential units would primarily consist of two-bedroom units approximately 1,100 square feet in size.
- UTA and its chosen development partner would maintain ownership of the project for a minimum of 30 years.
- Retail and Office space would be priced equal to current market rental rates for comparable development.
- Parking levels would meet Lehi requirement for residential, office, retail, and transit development.
- Revenue and operating expenditures would increase with inflation.

Phasing Recommendations

It is recommended that a phased development approach be taken for the Station Area Redevelopment. A minimum of two development phases is recommended, with the first phase including Right of Way and public realm improvements, and at minimum the development of one of the three parcels. When tested, Parcel B was the best financially performing parcel, followed by Parcel A and Parcel C. By taking a phased approach UTA not only spreads out the cost of the development over time, but also adds valuable improvements that could increase the performance of less financially feasible parcels.

FUNDING AND NEXT STEPS

It is recommended that UTA begin a competitive solicitation process to identify a development partner for the Station Area Redevelopment (Figure 33). The solicitation process should require interested parties to submit a development and phasing plan that leverages tools available, such as HTRZ funding, LIHTC funds, parking abatements, or other methods, to maximize the project's financial feasibility and potential long-term return to UTA.

As part of the solicitation process, Lehi, in collaboration with UTA, ought to assemble material necessary for an HTRZ application, including a gap analysis pertaining to infrastructural costs. Successful approval of HTRZ funds will increase the financial feasibility of project while also making the project more attractive to potential development partners.

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PARCEL MAP

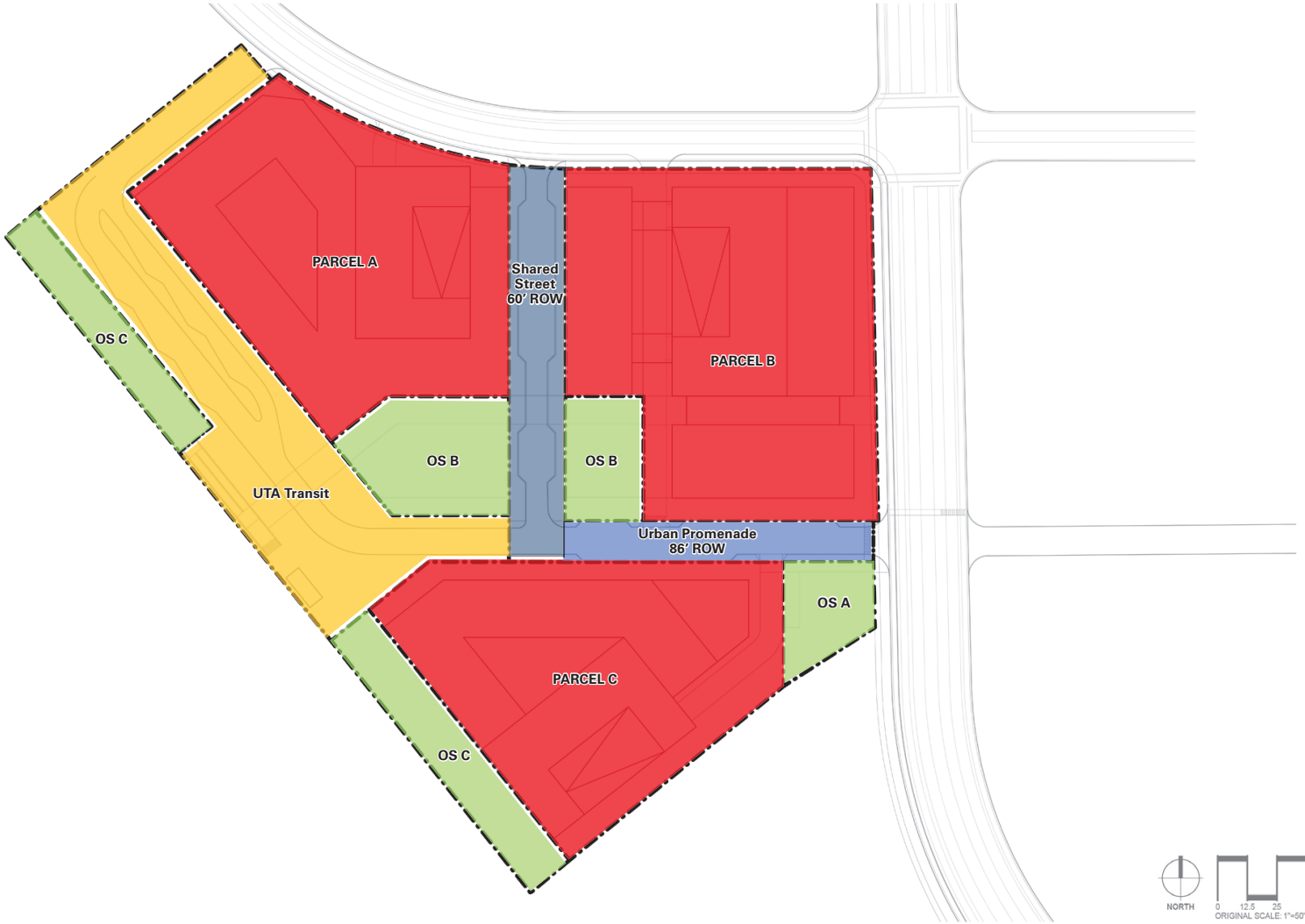

Figure 33: *Parcel Map*

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Overall Objectives

The following objectives should guide future development at the station area:

- Establish a transit-oriented development with a mix of uses including office, residential and active ground retail floor retail. Uses should meet the following:

Residential	200 units: 180 @ 80% AMI 20 @ Market Rate
Retail and Active Ground Floor Uses	47,000 SF
Office	270,000 SF
Parking	897 Total Spaces with a 50% Reduction for Office/Retail

- Establish mixed use, pedestrian friendly urban promenade and shared pedestrian streets that define development parcels.
- Ensure the operations of bus rapid transit, local bus services, and rail transit are enhanced.
- Develop open spaces through plazas, greens, promenades and shared streets to enhance the public realm and provide places for gathering.
- Connect the site to surrounding bicycle and pedestrian networks.

DEVELOPMENT REQUIREMENTS

PARCEL A: RESIDENTIAL MIXED USE

This parcel will include residential, structured parking, and ground floor retail or activated residential amenities adjacent to the open space and street frontages. Buildings will be oriented to frame streets and plazas, and massing will create active relationship to public spaces, specifically the shared street and community green. Parking garages will be wrapped on 3 sides minimum, and located away from the view of internal streets, parks, and public spaces. The parking structure will include 300 spaces dedicated to transit users and will be clearly identified from Executive Pkwy. Buildings will utilize a mix of materials, building articulation and window placement to promote architectural design and character in a manner that reflects the agrarian vision of Thanksgiving Point. Courtyard and rooftop amenities are encouraged. First floor mixed uses could include retail, commercial, parking, restaurant, lobby and residential amenities such as work spaces and fitness centers.

PARCEL B: OFFICE MIXED USE

This parcel will include office, commercial and retail adjacent to the shared street and Main Street. Buildings will be oriented to frame streets and plazas, and massing will create an active relationship to public spaces, specifically the shared street and community green. Parking garages will be wrapped on 3 sides minimum, and located away from the view of internal streets, parks, and public spaces. Buildings will utilize a mix of materials, building articulation and window placement to promote architectural design and character in a manner that reflects the agrarian vision of Thanksgiving Point.

PARCEL C: RESIDENTIAL MIXED USE

This parcel will include residential, structured parking, and ground floor retail adjacent to the open space. Buildings will be oriented to frame streets and plazas and massing will create active relationship to publics spaces, specifically urban promenade and the transit plaza. Parking garages will be wrapped on 3 sides minimum, and located away from the view of internal streets, parks, and public spaces. Buildings will utilize a mix of materials, building articulation and window placement to promote architectural design and character in a manner that reflects the agrarian vision of Thanksgiving Point. Courtyard and rooftop amenities are encouraged. First floor mixed uses could include retail, commercial, parking, restaurant, lobby and residential amenities such as work spaces and fitness centers"

STREET REQUIREMENTS

URBAN PROMENADE

The Urban promenade is an 86' ROW, with a 40' street section that includes one lane in each direction and parallel parking on both sides of the street (Figure 34). Bump outs at intersections with high visibility/enhanced crosswalks will be at all intersections. The south side of the street sidewalk and amenity zone width is to be 21', and include a minimum clear walking zone of 6', an amenity zone with street trees, seating, and bike parking. The north sidewalk and amenity zone width is to be 25' and include a promenade with enhanced landscape and materials (including enhanced materials such as brick pavers, textured concrete and/or stone paving), seating areas and spaces for businesses to locate seating on the street. A portion or the entirety of the Urban Promenade may require a dedicated BRT lane. All street sections are subject to the operational standards of UTA.

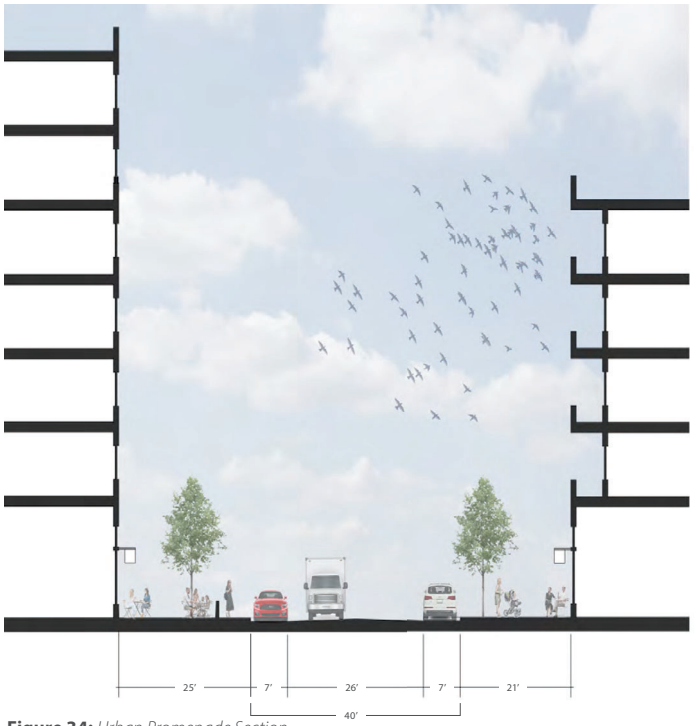

Figure 34: *Urban Promenade Section*

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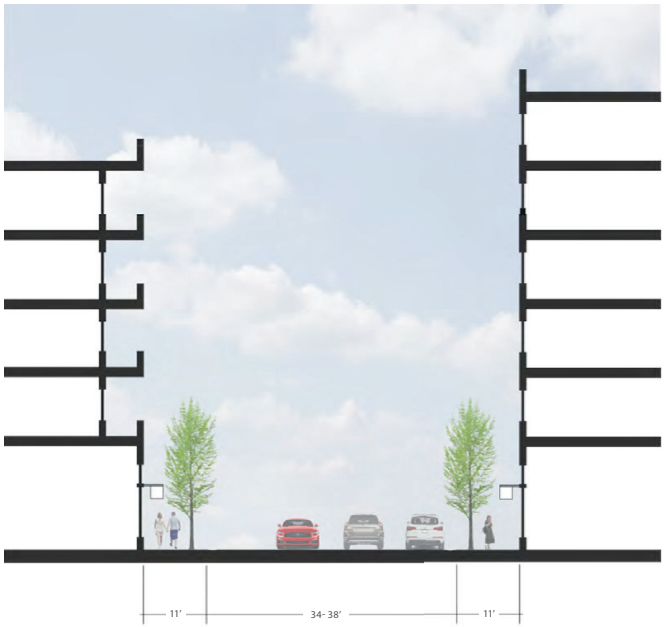

Figure 35: *Shared Pedestrian Street Section*

SHARED PEDESTRIAN STREET

The shared pedestrian street is to have a 56'-60' ROW, with a 34'-38' street section that includes one lane in each direction and parallel parking on both sides of the street (Figure 35). The final street sections should be confirmed with UTA and Lehi Fire Department to ensure operational standards are met. A rolled or flush curb and gutter are to be used to minimize the transition of street to sidewalk. Bump outs at intersections with high visibility/enhanced crosswalks will be at all intersections. Paving will include enhanced materials, such as brick pavers and stamped concrete, that will extend from the street to the sidewalk. Landscape, bollards and/or other materials may be used to designate the vehicular zone from the pedestrian zone.

UTA TRANSIT STATION

The transit station will extend from the intersection of the Urban promenade and pedestrian street, routing through the site and running parallel to the tracks, exiting onto Executive Parkway. These roadways will be dedicated to only transit and a gate on Urban promenade will restrict vehicular access. BRT will be dedicated a drop off zone adjacent to the community green, and bus drop off will be designed in parallel to rail in two lanes, with wide walks connecting to the development and the Frontrunner Station. All infrastructure will conform to the UTA design standards and be approved by UTA transit engineers and operations.

The transit plaza will extend from the platform to the central community green. This space is intended to celebrate the sense of arrival to transit riders to the station area. It should be designed to orient and excite transit riders. Amenities may include a pavilion, art and sculpture, directional kiosks and signage. Paving will be designed to be of high quality and define pedestrian pathways and spaces.

UTA FRONTRUNNER STATION

The Frontrunner station will utilize all current transit infrastructure including the current ramps, stairs, underground tunnels, and platforms to access to the Frontrunner Transit lines.

OPEN SPACE REQUIREMENTS

OPEN SPACE A- PARK

Open space A will consist of a passive park adjacent to Urban promenade, Parcel C and Ashton Boulevard, offering passive amenities which may include seating, picnic tables, a shelter or pavilion, gardens, walks or other amenities.

OPEN SPACE B- COMMUNITY GREEN

Open Space B is the core of the project and will consist of an open lawn area and a promenade/ promenade connecting directly to the station area. This space is intended for gathering and will be designed to accommodate music/movies on the lawn, farmers markets, and other events. Amenities may include art and sculpture, seating, interactive elements such as water play or sculpture, directional kiosks and signage, shade structures/pavilions and other amenities. Paving will be designed to be high quality and define pedestrian pathways and spaces.

OPEN SPACE C- TRANSIT LINE BUFFER AND BIKEWAY

Open space C is a 50 foot linear park facility running adjacent to the transit lines serving as a buffer as well as a bike connection through the site. The bikeway will be built to Lehi City Standards and signed appropriately to connect to adjacent bike networks. Landscape screening will be located to buffer the tracks and adjacent neighborhoods from transit uses.

Figure 36: *Urban promenade and Community Green Section*

DESIGNWORKSHOP UTA TOC LEHI CITY

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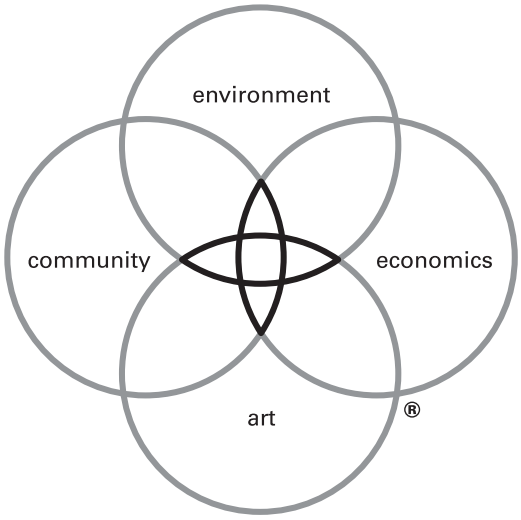

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Sheldon Shaw, Director Safety & Security

TITLE:

R2023-04-06 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP) for the Year 2023

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve resolution R2023-04-06, authorizing the Authority's Executive Director to execute and deliver the TASP on behalf of the Authority.

BACKGROUND:
The Board gave preliminary approval to the TASP via resolution R2022-12-09 in December 2022. Resolution R2023-04-06 will supersede that resolution.

The Federal Transit Administration (FTA) requires Board approval after the Joint Safety Committee approval, which was completed on Dec 28, 2022.

The FTA under rule 49 CFR Part 673 requires Rail Transit Agencies (RTA's) to have a compliant TASP.

Currently at UTA the TASP covers all modes and business units.

DISCUSSION:
General FTA requirements for the TASP include:

1. An approval by the agency's Accountable Executive and Board of Directors (or an equivalent authority);
2. The designation of a Chief Safety Officer;

3. The documented processes of the agency's Safety Management Systems (SMS), including the agency's Safety Management Policy and processes for Safety Risk Management, Safety Assurance, and Safety Promotion;

4. An employee reporting program;

5. Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);

6. Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and

7. A process and timeline for conducting an annual review and update of the safety plan.

At the April 12th Board Meeting, staff will provide an overview of changes made to the January 2023 revision to UTA's Transit Agency Safety Plan (which is the same document as preliminarily approved in December 2022).

ALTERNATIVES:

As a recipient of financial assistance under FTA's 5307 program, UTA is required to have a compliant TASP approved annually by the Board of Trustees.

FISCAL IMPACT:

Resources to support this plan are allocated through the Agency's annual budget process.

ATTACHMENTS:

- R2023-04-06 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP) for the Year 2023
- January 2023 Transit Agency Safety Plan (as Exhibit to resolution)
- Joint Safety Committee Approval of TASP dated December 28, 2022
- 2023 TASP Summary of Changes

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF THE AUTHORITY'S AMENDED TRANSIT AGENCY SAFETY PLAN FOR THE YEAR 2023

2023-04-06 April 12, 2023

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

WHEREAS, the Authority operates a light rail system known as TRAX (the "TRAX System"); and

WHEREAS, the TRAX System is a rail fixed guideway public transit system, the safety of which is regulated by the Utah Department of Transportation under the Federal Transit Administration's state safety oversight laws and regulations (collectively the "SSO Rules"); and

WHEREAS, pursuant to the SSO Rules, the Authority is required to develop a comprehensive public transit agency safety plan (the "TASP") to: (i) identify and evaluate safety risks related to the TRAX System; (ii) implement strategies mitigating such risks; (iii) establish a process for annual reviews of the safety plan; (iv) set safety performance targets; (v) assign safety responsibilities; and (v) establish a staff safety training program; and

WHEREAS, the SSO Rules require that the TASP, and any updates to the TASP, be approved by the Board of Trustees for the Authority (the "Board") and executed by a single executive who has ultimate responsibility for implementing the TASP (the "Accountable Executive"); and

WHEREAS on December 21, 2022, in Resolution R2022-12-09, the Board gave preliminary approval to the TASP, acknowledging that the Joint Safety Committee had yet to approve the TASP; and

The Joint Safety Committee approved the 2023 TASP on December 29, 2023; and

WHEREAS, the Authority has prepared a revised TASP in the form attached as Exhibit A, which revised TASP has been presented to the Board for final review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board:

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1. That the Board hereby approves the TASP attached as Exhibit A.

2. That Resolution R2022-12-09, giving preliminary approval to the TASP and Accountable Executive for 2023 is hereby superseded.

3. That the Board hereby designates the Authority's Executive Director as the Accountable Executive and authorizes the Executive Director to execute and deliver the TASP on behalf of the Authority.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the TASP.

5. That the corporate seal be attached hereto.

Approved and adopted this 12th day of April 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
Tim Merrill
56A03BC7C491482...
Legal Counsel

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Exhibit A

(2023 Transit Agency Safety Plan)

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UTAH TRANSIT AUTHORITY

TRANSIT AGENCY SAFETY PLAN (TASP)

January 2023

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Revision Date	Description of Revisions	Person Issuing Changes
November 1999	Original SSPP issue which includes the System Security Plan	Steve Cain UTA Risk Manager
January 2001	Annual Update	Ed Buchanan Rail Safety Administrator
January 2002	Annual Update (TRAX Only Removal of Bus info.)	Ed Buchanan Rail Safety Administrator
January 2003	Annual Update (Removal of System Security Plan)	Ed Buchanan Rail Safety Administrator
January 2004	Annual Update	Ed Buchanan Rail Safety Administrator
January 2005	Annual Update	Ed Buchanan Rail Safety Administrator
April 2006	Final Rule 659 changes – New standards from UDOT	Ed Buchanan Rail Safety Administrator
April 2007	Implemented the SSPP requirements for commuter railroads using The Manual for the Development of SSPP for Commuter Railroads 5/15/06	Ed Buchanan Rail Safety Administrator
January 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
December 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
April 2010	Annual Update	Ronald W. Nickle Rail Safety Administrator
February 2011	Annual Update	Ronald W. Nickle Rail Safety Administrator
October 2012	Annual Update	Ed Buchanan Safety Department
January 2013	Annual Update	Darin L. Francom Safety Department

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January 2014	Annual Update	Darin L. Francom Safety Department
January 2015	Annual Update, Change document to Transit Agency Safety Plan (TASP) format in preparation for the implementation of MAP-21 requirements from 49 USC 5329 (e)	Darin L. Francom Ed Buchanan Safety Department
January 2016	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2017	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2018	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2019	Annual Review and Update	Darin L. Francom Sheldon Shaw Safety Department
January 2020	Annual Review and Update	Darin L. Francom Travis King Safety Department
January 2021	Annual Review and Update	Travis King Tina Bartholomew Safety Department
January 2022	Annual Review and Update	Travis King Safety Department
January 2023	Annual Review and Update	Travis King Kent Muhlestein Safety Department

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DEFINITIONS AND ACRONYMNS

DEFINITIONS

Accident	In accordance with 49 CFR Part 674, an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Confidential Close-Call Reporting System (C3RS)	A voluntary confidential program allowing employees and contractors to report close calls. The program provides a safe environment for employees and contractors to report unsafe events and conditions.
Case Management System (CMS)	The online database and process that makes up the C3RS program.
Certifiable Items List (CIL)	A UTA-approved list of safety and security certifiable elements and sub-elements.
Corrective Action Plan (CAP)	A plan developed by the rail transit agency that describes the actions the rail transit agency will take to minimize, control, correct, or eliminate hazards, and the schedule for implementing those actions.
Event	Means, in accordance with 49 CFR Part 674, an Accident, Incident, Occurrence, or serious occurrence.
Face Up	When two trains are moving toward each other on the same track due to system or operator error and have the potential to collide.
Front Runner System Safety Plan (FRSSP)	Commuter Rail's structured program with proactive processes and procedures, developed and implemented to identify and mitigate or eliminate hazards and the resulting risks (mirrors TASP). See 49 CFR Part 270.
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment, or property; or damage to the environment.
Hazard Management	The process of identification and analysis of a hazard to mitigate, control, or accept it.
Incident	In accordance with 49 CFR Part 674, an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a rail transit agency.
National Transit Database (NTD)	An Internet-based system for reporting of major and non-major events administered by the FTA at www.NTDProgram.com

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Occurrence	An event where there is no personal injury, nor property damage that causes disruption to rail services. Such events include vandalism/theft.
Passenger	A person who is boarding, on board, or alighting from a transit vehicle for the purpose of travel.
Positive Train Control (PTC)	A system that uses communication-based/processor-based train control technology that is capable of reliably and functionally preventing train-to-train collisions, overspeed derailments, incursions into established work zone limits, and the movement of a train through a main line switch in the wrong position.
Rail Fixed Guideway System (RFGS)	As determined by FTA, any light, heavy, or rapid rail system, monorail, inclined planer, funicular, trolley, or automated guideway not regulated by the FRA, that is included in FTA's calculation of fixed guideway route miles or receives funding under formula program for urbanized areas.
Rail Transit Controlled Property	A property that is used by the rail transit agency and may be owned, leased, or maintained by the rail transit agency.
Rail Transit Vehicle	The rail transits agency's rolling stock, including, but not limited, to passenger or maintenance vehicles.
Serious Occurrence	A UDOT-defined safety event category that requires a comprehensive accident-level investigation.
Revenue Service Operation	Any transit service operation that is available for public use.
Risk	An expression of possible loss over a specified period or number of operational cycles. It may be expressed as the product of hazard severity and probability.
Rule	The regulations, promulgated by the Federal Transit Administration, regarding the state safety oversight of rail fixed guideway systems. The 49 CFR Part 659 Final Rule became effective May 1, 2005.
Safety	Freedom from harm resulting from unintentional acts or circumstances.
Safety Critical	A term applied to any condition, event, operation, process, or item whose proper recognition, control, performance, or tolerance is essential to safe system operation (e.g., safety critical function, safety critical path, safety critical component).
S\\ Or S Drive Or Safety Drive	This is the shared network drive for the safety department, found on the UTA network at \\users\departments\safety department.
Safety Management System	A method of identifying hazards and controlling risks in a work and operational environment that continually monitors these methods for effectiveness.

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Serious Injury	Serious injury means, in accordance with 49 CFR Part 674, any injury which: 1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2. Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3. Causes severe hemorrhages, nerve, muscle, or tendon damage; 4. Involves any internal organ; or 5. 5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.)
State Safety Oversight Agency (SSOA)	State Safety Oversight Agency (SSOA) means the entity, other than the rail transit agency, designated by the state or several states to implement the safety and security oversight of rail transit agencies. In particular for this document, SSOA refers to the Utah Safety Oversight Program, managed by the Utah Department of Transportation (UDOT).
System Life Cycle	All phases of the system's life including design, research, development, test and evaluation, production, deployment (inventory), operations, support, and disposal.
UDOT Program Procedures and Standards	Program Procedures and Standards means a written document developed and adopted by the oversight agency (UDOT), that describes the policies, objectives, responsibilities, and procedures used to provide rail transit agency safety and security oversight.
System Security Plan (SSP)	Document describing the responsibilities and procedures for security of a system.
Temporal Separation	Operating conventional freight/passenger and transit rail equipment at completely distinct periods of the day, and procedures to ensure strict observation of the defined operating windows.

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ACRONYMS

AEG	Accident Evaluation Group
APTA	American Public Transportation Associates
ARC	Accident Review Committee
AC	Activation Committee
BSC	Bus Safety Committee
CAP	Corrective Action Plan
CAR	Corrective Action Request
CCC	Configuration Control Committee
ED	Executive Director (UTA)
CFR	Code of Federal Regulations
CIL	Certifiable Items List
CR	Commuter Rail
CSC	Construction Safety Committee
DSS	Director of Safety & Security
DHS	Department of Homeland Security
EPP	Emergency Preparedness Plan
FAST	Fixing America's Surface transportation
FHR	Final Hazard Rating
FRA	Federal Railroad Administration
FRSSP	Front Runner System Safety Program
FTA	Federal Transportation Administration
GM	General Manager
GMSSC	General Manager's Safety and Security Committee
IHR	Initial Hazard Rating
MAP-21	Moving Ahead for Progress in the 21st Century
MOC	Management of Change
NCR	Non Conformance Report
NRC	National Response Center
NTD	Nation Transit Database
NTSB	National Transportation Safety Board
OHA	Operational Hazard Analysis
PAR	Preventive Action Request

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PHA	Preliminary Hazard Analysis
POC	Point of Contact
PTC	Positive Train Control
QA	Quality Assurance
QC	Quality Control
RAP	Rail Activation Plan
RFGS	Rail Fixed Guideway System
RGM	Regional General Manager
RSC	Rail Safety Committee
SDS	Safety Data Sheets
SMS	Safety Management System
SOP	Standard Operating Procedure
SSCVR	Safety and Security Certificate Verification Report
SSO	State Safety Oversight
SSP	System Security Plan
SSPP	System Safety Program Plan (replaced by TASP)
SSPS	System Safety Program Standard
SSRC	Safety and Security Management Review Committee
SSWG	Safety and Security Working Group
TASP	Transit Agency Safety Plan (replaces SSPP)
TOC	Transportation Operations Center
TSA	Transportation Safety Administration
TVA	Threat and Vulnerability Assessment
UDOT	Utah Department of Transportation
UOSH	Utah Occupational Safety and Health Administration
UTA	Utah Transit Authority

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I SAFETY MANAGEMENT POLICY

The Transit Agency Safety Plan framework starts with the Safety Management Policy. The Safety Management Policy section is UTA's commitment to safety, its objectives, safety goals, the organizational structure established, and plans written to obtain these goals and objectives.

1.1 AUTHORITY AND POLICY STATEMENT

1.1.1 INTRODUCTION

Utah Transit Authority (UTA) is a special transportation district of the state of Utah with its headquarters at 669 West 200 South, Salt Lake City, Utah, 84101. UTA was created on March 2, 1970, by the Utah Legislature. UTA is a multimodal agency comprised of light rail (Trax), commuter rail (Front Runner), bus, and special services.

UTA's mission is to provide integrated mobility solutions to service life's connections, improve public health and enhance quality of life. In accordance with the directives of Moving Ahead for Progress in the 21st Century Act, (MAP-21) and Fixing America's Surface Transportation (FAST) Act, UTA undertook the conversion of the System Safety Program Plan (SSPP) into the Transit Agency Safety Plan (TASP) in 2015. The TASP consists of a series of policies and procedures, which must be undertaken to ensure the safety of our customers, employees, emergency responders, and the general public. Development of the TASP was completed in accordance with Title 49 Code of Federal Regulations (CFR) Chapter 53, Utah Department of Transportation (UDOT) State Safety Oversight (SSO) Program Procedures and Standards; Federal Transportation Administration (FTA) and Federal Railroad Administration (FRA); rules and regulations and Utah Occupational Safety and Health Administration (Utah OSHA). The TASP is the system-wide governing safety document for all transit modes operated by UTA.

1.1.2 AUTHORITY

FTA regulates by granting authority to develop state safety oversight programs, as defined by 49 CFR 674 - In 2017 UDOT became certified under Part 674.

The FTA recognizes UDOT, as the state safety oversight agency for Utah. UDOT SSO is FTA's appointed safety oversight agency, working cooperatively to regulate UTA's light rail transit (TRAX/Streetcar), by ensuring compliance with state and federal requirements, regulations, and guidance, as applicable.

The FTA functions as both an administrator of funds for capital projects and as a federal regulator as defined by 49 CFR 659, 670 and 673. The FTA conducts regular audits of the state safety oversight agency (UDOT-SSOA), to determine the SSO's and UTA's compliance to the FTA's general requirements. UTA's light rail service TRAX/Streetcar is regulated by the FRA, FTA, and UDOT SSO agencies. Portions of TRAX right-of-way are shared with freight operations. Limited-freight operations are achieved with freight railroads through a temporal separation agreement and, and as such come under FRA jurisdiction oversight.

UTA's commuter rail service (Front Runner) is fully regulated by the FRA, and is not regulated by the UDOT-SSO, or the FTA.

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1.1.3 POLICY STATEMENT

Utah Transit Authority (UTA) promotes a positive safety culture and creates a workplace that is safe, healthy and injury free. The safety and health of UTA's employees, our most valuable asset, is our first priority. This policy applies to all personnel and every aspect of the company's activities. Having a positive safety culture must include ownership by each employee, a willingness to identify and correct safety deficiencies, and effective communication.

UTA utilizes a Safety Management System (SMS) that prevent accidents and reduces risk of injury and minimizes damage to property and equipment. We work proactively towards identifying and reducing the existence of hazards and risks in the workplace and in our system. As the Accountable Executive for all operations and activities, I ensure our SMS is robust and successful, and adequately resourced. The Director of Safety and Security manages the SMS Program under my authority.

UTA leadership actively prevents workplace incidents, injuries and illnesses and provides support for safety program initiatives. They utilize the employee reporting program which achieves a safer, healthier workplace; keep employees informed about workplace safety and health hazards; and regularly review the company safety and health program.

UTA managers are responsible for supervising and training workers in safe work practices. They enforce company safety rules and foster eliminating hazardous conditions. Supervisors lead safety efforts by example.

UTA expects and encourages all employees to participate in safety and health program activities which include reporting hazards, reporting unsafe work practices, reporting near misses and accidents immediately to their supervisor or a safety committee representative. All employees must wear required personal protective equipment (PPE) when required. Employees serve as Safety Ambassadors by working safely, complying with requirements, and serving as an example to others.

Employees who act to prevent an injury or who reports any incident, close call or hazard will not be subject to disciplinary actions related to those acts. All employees must abide by the safety standards and procedures set forth in UTA policies. Elements such as illegal activity, negligence, acts of willful misconduct, or undue care and attention shall be considered outside the scope of this policy.

Jay Fox
Executive Director
Utah Transit Authority

Sheldon Shaw
Director of Safety and Security
Utah Transit Authority

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1.1.4 EXECUTIVE SIGNATURES

Following general requirements and guidelines from 49 CFR 674, in compliance with the Fixing America's Surface Transportation (FAST) Act and to meet the FTA State Safety Oversight Standard, the Utah Transit Authority has developed a combined bus and rail Transit Agency Safety Plan (TASP) as our governing system safety plan.

As UTA Executives and Senior Leaders, we have reviewed and endorse the UTA Transit Agency Safety Plan. We also understand that we have the authority and responsibility for day-to-day implementation and operation of UTA's Safety Management System (SMS).

Cherryl Beveridge
Chief Operating Officer

Andres Colman
Regional GM Salt Lake BU

William Greene
Chief Financial Officer

Jonathan Salazar
Acting Regional GM Mt. Ogden BU

Nichol Bourdeaux
Chief Planning & Engagement Officer

Mary DeLaMare-Schaefer
Regional GM Timpanogos BU

Kim Shanklin
Chief People Officer

Ryan Taylor
Special Services GM

Steve Wright
Chief Communications Officer

Camille Glenn
Acting Light Rail General Manager

Alisha Garrett
Chief Enterprise Strategy Officer

Bruce Cardon
Commuter Rail General Manager

Mary DeLoretto
Chief Service Development Officer

Kevin Anderson
Director of Maintenance Support

David M. Wilkins
Assistant Attorney General Counsel
Transit Law Section

Bryan Sawyer
Director of Fleet Engineering

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1.2 GOALS AND OBJECTIVES

The Transit Agency Safety Plan (TASP) establishes formal structure and processes to be used by UTA to identify, assess, track, control, minimize, and resolve hazards associated with UTA bus and rail systems. The TASP will be used as a means of preventing injuries, incidents, accidents, system disruption, environmental damage, and other losses. It demonstrates UTA's commitment to safety and compliance through loss prevention programs. The plan is consistent with federal, state, and local regulations, and it sets forth procedures to comply with standards and conditions of industry, 49 CFR Part 659, UDOT's SSO Program Standards, and applicable FRA rules and regulations applicable to TRAX and FrontRunner as contained in 49 CFR.

The TASP applies to the planning, design, procurement, construction, activation, operations, and maintenance services of the bus and rail system. The TASP is approved by and implemented under the direction of the General Manager's Safety and Security Committee (GMSSC). UTA embraces and participates with the Utah Department of Transportation in achieving the statewide goal of “Zero Fatalities” program. “This is a goal that everyone can live with”.

UTA's annual safety objectives are:

A. Avoidable accident rate per 100,000 miles:
    a. Bus less than 1.0
B. FRA Reportable accident rate per 100,000 miles:
    a. FrontRunner less than 0.5
C. Safety Performance Measure: Injuries per 100,000 miles:
    a. Light Rail less than 1.1
    b. Bus less than 0.2
D. Safety Performance Measure: Fatalities per 100,000 miles. UTA’s goal is zero fatalities:
    a. Light Rail 0.0
    b. Bus 0.0
    c. FrontRunner 0.0
E. Safety Performance Measure: Safety events per 100,000 miles:
    a. Light Rail less than 2.5
    b. Bus less than 0.35
F. Safety Performance Measure: System Reliability. Mean distance between major mechanical failures:
    a. Light Rail greater than 7,000 miles
    b. FrontRunner greater than 14,000
    c. Bus Fixed + Route Deviation greater than 18,000 miles
    d. Paratransit greater than 23,000 miles
G. Total monthly employee industrial injuries less than .51 per 100 employees
    a. 10% reduction of OSHA reportable injuries
H. Eliminate or mitigate Serious and High Hazards

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1.2.1 Goals and Management Responsibilities

The goal of UTA's TASP is to utilize and achieve the highest practical level of safety in order to protect passengers, employees, emergency responders, contractors, invitees, and property. At a minimum, the TASP ensures the following processes are incorporated into UTA's system safety programs, plans, processes, and practices to achieve its goals to:

a. Define the physical, functional, and operational characteristics of its transit system with its potential impact to people, equipment, infrastructure, facilities, and its operating environment.
b. Identify hazards or undesired events by examining historical data, causes, and contributing factors.
c. Provide a level of safety that is consistent with transit bus and rail standards.
d. Assess risks by balancing the potential frequency of a hazard occurring against the severity of the event and quantify the event into acceptable or unacceptable categories.
e. Eliminate, mitigate, or control unacceptable or undesirable hazards to acceptable levels.
f. Monitor hazard resolution effectiveness and determine if there are unexpected hazards.
g. Comply with federal, state, and local rules and regulations.
h. Determine if UTA's goals and objectives were achieved.
i. Continually improve and evaluate system safety design.

The GMSSC is responsible for the development of goals for the TASP. The Safety and Security Director is responsible to report directly to the GMSSC on compliance with the TASP. The TASP's intent is to:

a. Establish a clearly defined safety structure with lines of authority and responsibility to implement the program, processes, and policies that integrates safety into all aspects of UTA functions.
b. Provide means of measuring and achieving UTA safety goals and initiatives, and compliance with rules and regulations.
c. Provide a comprehensive hazard management program to effectively identify and resolve issues.
d. Set procedures for review, approval, and documentation of modifications to existing systems, vehicles, facilities, and equipment.
e. Set processes to address safety issues for activation of new systems and modifications to existing systems, facilities, and vehicles prior to initiation of service.
f. Establish standards for emergency preparedness and management.
g. Set procedures for conducting continual internal audits, and inspections to evaluate TASP compliance.
h. Set procedures for ensuring compliance to safety rules and regulations that impact operations or maintenance.
i. Set procedures for conducting an ongoing maintenance inspections program of vehicles, equipment, facilities, and maintenance cycles, with documentation and the integration of identified safety concerns into the hazard management process.
j. Set safety training standards for employees and contractors.
k. Establish a configuration management control process for modifications during operations.
l. Establish standards for and compliance with the hazardous materials program.
m. Establish standards for and compliance with the drug and alcohol program.
n. Establish standards for and compliance with procurement processes.

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1.2.2 Corporate Safety Policies

Guided by the principles contained in this TASP, the Director of Safety and Security, under the direction of, and as approved by the GMSSC, has developed specific corporate safety and loss control policies. These policies set the framework for guiding the safety program. All UTA corporate safety policies including UTA's TASP are available on the UTA intranet. UTA employees are notified via company email on an annual basis of the newly revised TASP along with its location within UTA's Intranet.

1.2.3 Integrating Safety into all Aspects of UTA

The objective of safety at UTA is the continual improvement of our processes and operations to maximize safety to the highest practicable level. This effort is undertaken by providing continual opportunities for employees to be reminded of safety, incorporate safe practices into their operations, and multiple means for each employee to identify potential hazards.

We accomplish this through safety first messages at UTA meetings, safety committee meetings, weekly Safety messages, monthly safety posters, identification and mitigation of hazards, proactive reviews and inspections to identify potential hazards.

Within the different departments, multiple means of incorporating safety are presented. As examples:

a. Safety is part of the Planning Departments "Next Tier" planning meetings to plan for safety in new projects at the earliest opportunity.
b. Safety participates in the Transit Oriented Development (TOD) meetings to identify and raise safety concerns.
c. In new construction projects – safety is considered in Construction Safety Committee (CDC), Design and Construction Meeting, Safety and Security Working Group (SSWG), and Activation Committee (AC) meetings.
d. Safety has representation in the Technology Advisory Group in selection and implementation of new technology programs.
e. Safety works with public relations for signs, vehicle wraps, handouts, wristbands, billboards, commercials, and social media efforts to maximize the safety message to the community.
f. Safety is fully incorporated into training in business units, conducts Roadway Worker Protection, Safety Management System (SMS), Security/Incident Command Structure training, and presents multiple updates at Manager, Corporate Staff, and Executive Team meetings.

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1.3 Overview of Management Structure

1.3.1 UTA Board of Trustees and Executive Staff

UTA was incorporated on March 2, 1970, under the authority of the Utah Public Transit District Act of 1969 for the purpose of providing a public mass transportation system for Utah communities.

The governance structure of UTA includes a 3-member full time board of trustees, which is the legislative body for UTA and determines all questions of policy. UTA's board of trustees appoints the Executive Director (ED), who is the Accountable Executive for safety and asset management. Under 2018 legislation, the board hires, sets the salaries, and develops performance targets and evaluations for the Executive Director, Internal Auditor, Chief People Officer, Chief Service Development Officer, Chief Operating Officer, Chief Financial Officer, the Chief of Planning and Engagement, and the Chief of Enterprise Strategy. The Executive Director is charged with certain responsibilities, some of which require coordination with, or providing advice to, the board of trustees. Legal counsel is provided by the Utah Attorney General's Office.

The ED has full charge of the acquisition, construction, maintenance, and operations of the system and facilities of UTA, and of the administration of UTA business affairs. The ED supervises executive staff of chief department officers. Included in these officers, the chief operations officer is responsible for bus and rail transit operations in accordance with the direction, goals, and policies of the board of trustees. The Safety and Security Director has responsibility for corporate safety. The safety department reports quarterly to the ED and executive staff during meetings of the General Managers Safety and Security Committee (GMSSC).

1.3.2 Management – Key Role in Safety

UTA's safety program is incorporated into every aspect of transit service by rail and bus service managers. Safe operations of bus and rail units are the responsibility of the regional general manager (RGM). Each operating division has an appointed RGM, who along with managers and supervisors are responsible for implementing policies and procedures for safe operations. The regional general managers have the ultimate responsibility and oversight for the hazard process within their business units, they have charged their management teams to effectively manage safety, and to develop safety programs, plans, procedures, training, policies, and rules to govern safety; and to fully comply with the TASP. Bus and rail maintenance facilities are staffed with a manager of maintenance responsible for the safe operation of the facility and are supported by shift supervisors and maintenance workers during their performing maintenance, servicing, and inspection.

Supervisors' responsibilities place them at the forefront of UTA's rail and bus services safety efforts. A significant portion of their duty is to serve as frontline safety officers; monitoring, ensuring, and emphasizing safety performance, rules compliance, and promoting a strong safety climate. All employees are charged with adhering to safety, but supervisors are UTA's key to improved safety-related behavior, and positive safety outcomes. Supervisors have the responsibility to monitor safety compliance of their employees and ascertain that employees understand their job functions and the safety requirements of that job.

UTA safety compliance is managed at the lowest levels. Each employee is trained in safety, job duties, and given responsibility for their own safety and the safety with whom he/she works. All employees have the authority to halt an operation if it is deemed to be unsafe. UTA's system safety processes emphasize open and fair dialog between leaders and subordinates to increase the commitment to safety at all levels.

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In an oversight role, Safety Administrators report to the Safety and Security Director. Safety Administrators have a role in executing the functions necessary to ensure safety, to include the following:

a. Coordinate safety activities of the agency.
b. Compile safety data and perform analysis to identify and assess operational risk.
c. Assist in the investigation of accidents and incidents as appropriate.
d. Review maintenance records to identify safety problems related to maintenance activities.
e. Evaluate hazard resolutions proposed by departments.
f. Perform analysis to identify and resolve hazards.
g. Evaluate proposed system modifications from a safety perspective.
h. Conduct safety audits, reviews, and inspections.
i. Provide oversight for safety training content and delivery.
j. Provide safety support such as field and laboratory testing.

The Safety Department will conduct regularly scheduled internal safety audits to evaluate compliance and conformance with UTA's TASP, UDOT-SSO Program Standards; and 49 CFR 673. Safety Administrators serve as alternates to each other. Safety Administrators work closely with management and employees, through various processes and committees, and have authority to determine compliance. When warranted, Safety Administrators may issue corrective action plans (CAP), non-conformance reports (NCR), corrective action requests (CAR), and preventive action requests (PAR) as part of the Environmental, Quality and Safety programs. UTA is certified under Safety Management System (SMS). Safety Administrators are the designated contacts to regulatory agencies and serve as alternate contacts to the UDOT-SSO oversight agency, Transportation Safety Administration (TSA), and Division of Homeland Security (DHS).

1.3.3 Management – Transit Agency Safety Plan (TASP)

UTA's Executive Director, having authorized and endorsed the program and resulting plans, processes, and procedures, has delegated the responsibility to update and implement UTA's Transit Agency Safety Plan (TASP) to the Safety and Security Director. The Safety Department is responsible to oversee the writing and development of the TASP, and to conduct annual updates and revisions, and to disseminate the TASP document in accordance with UDOT SSO Program Standards, and 49 CFR 673, General Requirements.

The TASP is reviewed with and distributed to the ED, chief officers, and regional general managers who comprise the General Manager's Safety and Security Committee. The TASP is also distributed to members of the other safety committees (see chapter 5) and reviewed with new employees. In addition to the above distribution list the TASP is distributed to all employees of the Authority via email. The TASP is also made available to all UTA employees on the company intranet “http://sharepoint/Pages/default.aspx” or “http://utanet/Pages/default.aspx”. UTA employees will be notified via company email of the newly updated TASP on an annual basis. Old versions of the TASP will be removed and replaced with latest approved TASP as they are made available. This process will be initiated and supervised under the direction of the Safety Manager.

The S: Drive on UTA’s network is used for the purpose of storing and tracking past and current safety sensitive information and documents; including the TASP, incident and accident reports, corrective action plans, hazard logs, inspections, audits etc. The S: drive is a secured drive and only accessible to safety department, designated personnel and the UDOT SSO Manager. Current Data and reports are maintained and kept by the safety department and can be reviewed by the UDOT SSO Manager at any time.

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1.3.4 Light Rail Service

UTA's TRAX light rail and S-Line streetcar services are managed by the General Manager of Light Rail. TRAX service began operations December 4, 1999, and serves Salt Lake County, with an annual ridership of 19,500,000 passengers. TRAX operates 48 stations over 44 miles of track that started with the North-South line, from Sandy to the Salt Lake City. TRAX service includes the Red Line which extends from Daybreak to the University of Utah Medical Center. The Green Line starts at the West Valley City Hall and runs to the Salt Lake City International Airport. The Blue line runs from Draper City in the south (12300 South) to the Salt Lake Central Station at 500 West 300 South. The S-Line Streetcar line runs from the TRAX Central Point Station at 2250 South to Fairmont Station at McClelland St. (Approximately 11th East).

Rail maintenance facilities for light rail vehicles are located at Midvale (613 West 6960 South) and Jordan River (2264 South 900 West). Portions of TRAX are under the Federal Railroad Administration's (FRA) regulation. These segments are from 1250 South to 6100 South on the North-South line and from 6400 South to 5600 West on the Mid-Jordan line. Passenger TRAX operations are temporally separated from freight operations. TRAX operates from approximately 5:00 a.m. to midnight Monday thru Sunday Freight operators utilize track on the Mid-Jordan Joint Trackage from 11:45 p.m. to 4:45 a.m. The Main Line Joint Trackage is utilized from 12:00 a.m.to 5:00 a.m., Freight movements require authorization from the TRAX Control, which operates continually.

UTA's current TRAX vehicle fleet consists of the following LRVs:

Type	Count
Siemens SD-100/160 Series	40
Siemens S70 Series	77 (3 in service as streetcars)

UTA's train control, including automatic block system (ABS), intersects established grade crossings which are protected by gates, flashing lights, and audible signals. Intersections within the street-running portion of the downtown/university/West Valley corridors are controlled with traffic signals and additional train operating signals.

The Director of Maintenance Support is supported by managers, supervisors, and maintenance of way (MOW) employees, servicing light rail and commuter rail systems, overhead catenary systems (OCS), power stations, infrastructure, and rail facilities. The Maintenance of Way department has responsibilities including light rail and commuter rail. Bus stops and rail stations and platforms, park-and-ride lots, and passenger services facilities are managed by the facilities maintenance manager.

1.3.5 Commuter Rail Service

UTA's Frontrunner commuter rail services are managed by the General Manager of Commuter Rail. FrontRunner is UTA's regional commuter rail service. FrontRunner began revenue operations on April 26, 2008 and expanded services on December 11, 2013. It serves Utah, Salt Lake, Davis, and Weber Counties, with an annual ridership of over 5.19 million passengers. FrontRunner services 15 stations on 82 miles of track, extending from Ogden to Provo.

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FrontRunner is regulated by the Federal Railroad Administration and is subject to FRA rules, regulations, and inspections. Hours of operation are, generally, weekdays 4:00 a.m. to 12:30 a.m. and Saturdays from 6:30 a.m. to 12:30 a.m., with no Sunday service.

There are daily freight industry operations that that utilize FrontRunner mainline crossover switches. Freight movements require authorization from the FrontRunner Control Center. All mainline switches are powered and can be operated by personnel in the control room. There are 82 miles of exclusive track which include a total of 62 at-grade crossings. FrontRunner trains utilize cab signals and positive train control. The mainline is single track with station platform passing sidings. The trains are in a 'push-pull' configuration with diesel-electric locomotives on the north end of the consist and cab cars on the south end.

The senior executive at FrontRunner is the commuter rail general manager. The manager of rail operations oversees controllers, supervisors, train operators, and train hosts. Vehicle maintenance, maintenance training, technical services, body repair, fabrication, component rebuild and vehicle overhaul. is managed by the manager of commuter rail vehicle maintenance and one assistant manager. They are supported by supervisors and commuter rail technicians, performing maintenance, servicing, and inspection on the passenger cars and locomotives. All rolling stock maintenance is performed at the Warm Springs Rail Service Center located in Salt Lake City, Utah.

UTA's FrontRunner fleet consists of the following rolling stock:

Type	Count
MP-36 Locomotives	18
Bombardier Cab Cars	22
Bombardier Coach Cars	16

1.3.6 Bus Service

UTA bus operations are managed by regional general managers (RGM) in service units with geographical boundaries including Salt Lake (Salt Lake County includes Central and Meadowbrook facilities); Mt. Ogden (Weber, Davis, and Southern Box Elder counties), and Timpanogos (Utah County). Special Services provides paratransit route deviation, rideshare, and vanpool services throughout the UTA service area. Paratransit services in Weber, Tooele, and Utah counties are provided by contractors.

Bus maintenance facilities are located in Ogden, Central and Meadowbrook (Salt Lake), and Timpanogos (Utah County). Special Services maintenance is located at Riverside (adjacent to Meadowbrook).

UTA Bus service includes more than 610 buses. The fleet includes, electric buses, hybrid-electric buses, ski buses, over-the-road coaches, and more than 100 paratransit vehicles. UTA Central division has 47 compressed natural gas (CNG) buses and 3 zero emissions battery-electric buses.

UTA runs two express bus lines in Utah County and Salt Lake County that offers park-and-ride lots, ticket-vending machines, upgraded stations, limited stops, faster speeds, greater frequency, signal priority, dedicated bus lanes and specialized buses. The Utah Valley Express (UVX) opened in December 2018 with 5 miles of dedicated bus lanes servicing 18 dedicated stops along its 10.5-mile route from the Orem and Provo Frontrunner station through downtown Provo, BYU campus, UVU campus and down University Parkway in Orem. The UVX

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bus fleet includes 25 sixty-foot articulated New Flyer Xcelsior electric hybrid buses that can hold up to 80-passengers with ground-level boarding for ADA passengers.

1.3.7 Climate and Geography

Salt Lake City normally has a semi-arid continental climate with four well-defined seasons. Summers are characterized by hot, dry weather, but the high temperatures are usually not oppressive since the relative humidity is generally low and the nights usually cool. July is the hottest month with temperatures reading 90–100 degrees F. Winters are cold, but usually not severe. The average annual snowfall is less than 60 inches at the Salt Lake City Airport, but much higher amounts fall in higher bench locations. Heavy fog can develop under temperature inversions in the winter and may persist for several weeks. Precipitation is generally light during the summer and early fall but may be heavy in the spring when storms from the Pacific Ocean are moving through the area more frequently than at any other season of the year.

The UTA transit services extend throughout the Wasatch Front area approximately 60 miles wide (E-W) between Park City, Salt Lake City, and Tooele Co. The area also ranges from Box Elder County on the north to Payson City, Utah County in the south, extending nearly 100 miles. Service areas include high mountain valleys situated along the western slope of the Wasatch Mountains. Elevations range from approximately 4,250 feet above sea level to greater than 5,300 feet above sea level on the benches overlooking the valleys. Service to the area ski resorts rises to over 8,000 feet above sea level. The Wasatch Fault runs the length of the UTA service area from north to south roughly tracing a line along the base of the Wasatch Mountains. Fault scarps are easily observed at various locations along the fault.

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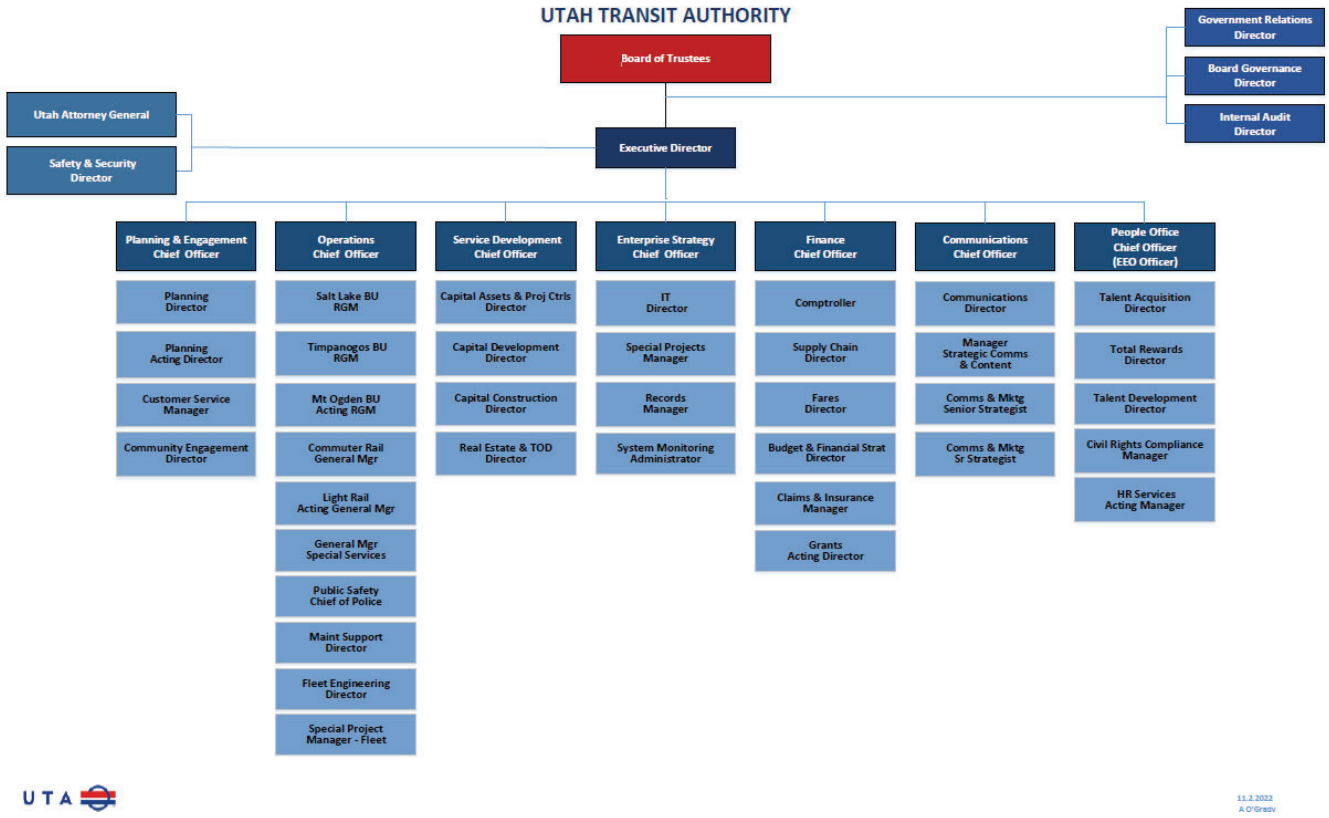
1.3.8 Utah Transit Authority Organizational Chart

UTA's organizational chart, illustrates the management structure of the organization. The Safety and Security organizational chart focuses on the roles of Safety Department managers and Safety Administrators, showing the process available to report directly to UTA's ED.



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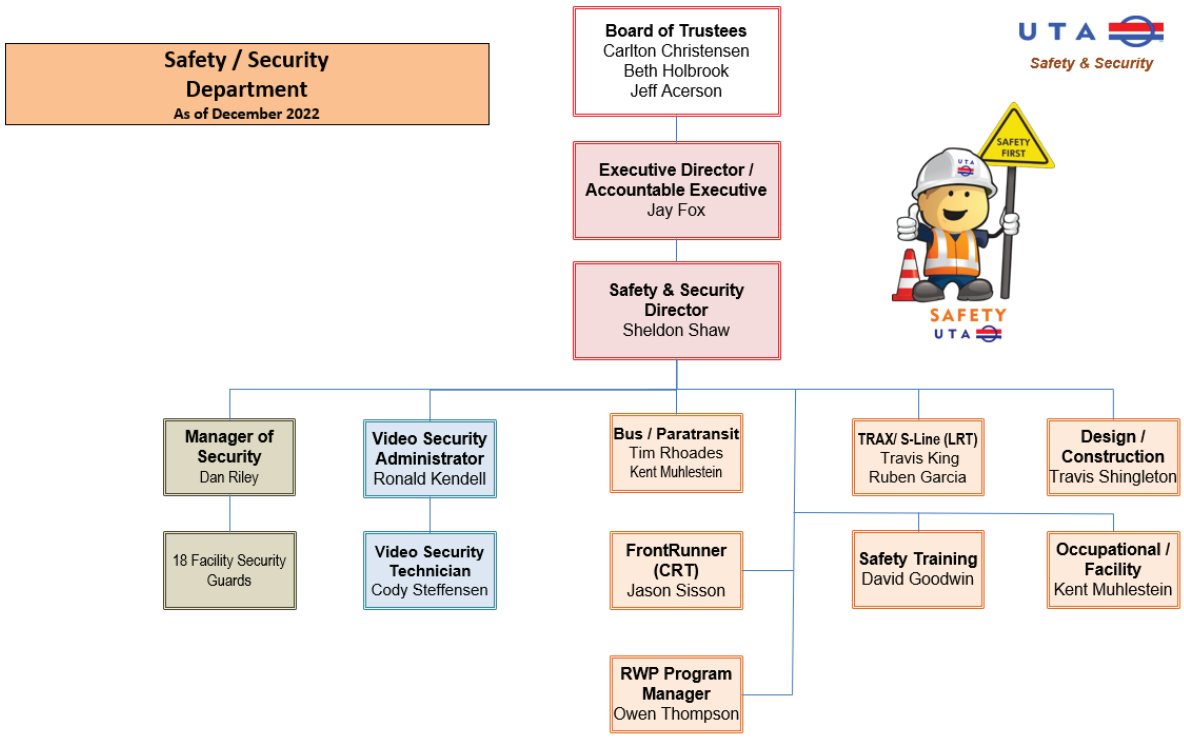

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1.4 TASP Annual Updates, Revisions, and Changes

1.4.1 Written Plans

The Transit Agency Safety Plan (TASP), System Security Plan (SSP) and the Emergency Preparedness Plan (EPP) will be reviewed and updated annually, on or before January 1st, and submitted to UDOT SSO for approval and acceptance in accordance with UDOT's Rail Transit State Safety Oversight Program Procedures and Standards. The plans may also be revised when and as required by the General Managers Safety Security Committee. Each yearly revision of the TASP will be approved by the joint labor-management safety committee.

UDOT SSO may request in writing, modification to the plans due to audit reports, on-site reviews, or investigations. UTA will be given at least 30 days to address any requested changes. Once UDOT has approved the revised plans, UTA will transmit a signed copy of the plans to UDOT SSO in an unalterable electronic format.

Emergency management plans have been developed for UTA and are part of the UTA Emergency Preparedness Plan (EPP). Each mode within UTA develops their specific emergency response plans.

TRAX Emergency Response Plan and FrontRunner Emergency Preparedness Plan. These plans describe activities and responsibilities for Rail Service personnel and are the responsibility of the rail Safety Administrator. The Rail Services Emergency Preparedness Plan must meet the requirements of 49 CFR Part 239 and is reviewed annually and updated as needed.

The UTA System Security Plan (SSP) details the security program for UTA and includes the TRAX light rail and the FrontRunner commuter rail line. This plan describes the system security and the threat and vulnerability management process employed by UTA Transit Police organization. This plan details how state and local law enforcement agencies and UTA Transit Police work together to provide for a secure system. Involvement of UTA security managers and local law enforcement personnel is essential for a strong cooperative security effort.

The UTA FrontRunner Commuter Rail System Safety Plan (FRSSP) was developed in accordance with 49 CFR Part 270 FRA rules for system safety plans. This document aligns with the TASP elements and is a stand-alone plan governing system safety specifically at FrontRunner commuter rail.

UTA's Director of Safety and Security is accountable to senior management for the accuracy and timeliness of all TASP, SSP, FRSSP and EPP updates approvals and distribution to include FRA, UDOT, SSO manager, and managers and supervisors at the Rail Service Center. UTA's Safety Department will coordinate with UDOT-SSO to develop, review, update and distribute the plans. UTA's safety department is responsible to evaluate compliance and or deficiencies with UTA's safety emergency preparedness programs, UDOT-SSO program, 49 CFR 673 general requirements, and FRA regulations, initiatives, and programs, as applicable.

The TASP, EPP, and FRSSP are controlled documents that are applicable to all UTA employees and contractors. Copies are distributed to members of the GMSSC, UTA managers, and Safety Committee members and are sent to all UTA employees via email. The current TASP is also available on the intranet and is updated as new versions are made available. (Note: The SSP is not distributed as it is a security sensitive document. It may be reviewed after an approved written request is made).

Per CFR 673.31, UTA maintains all documents set forth in the TASP, including those related to the implementation of its SMS, and results from SMS processes and activities. UTA maintains documents that are

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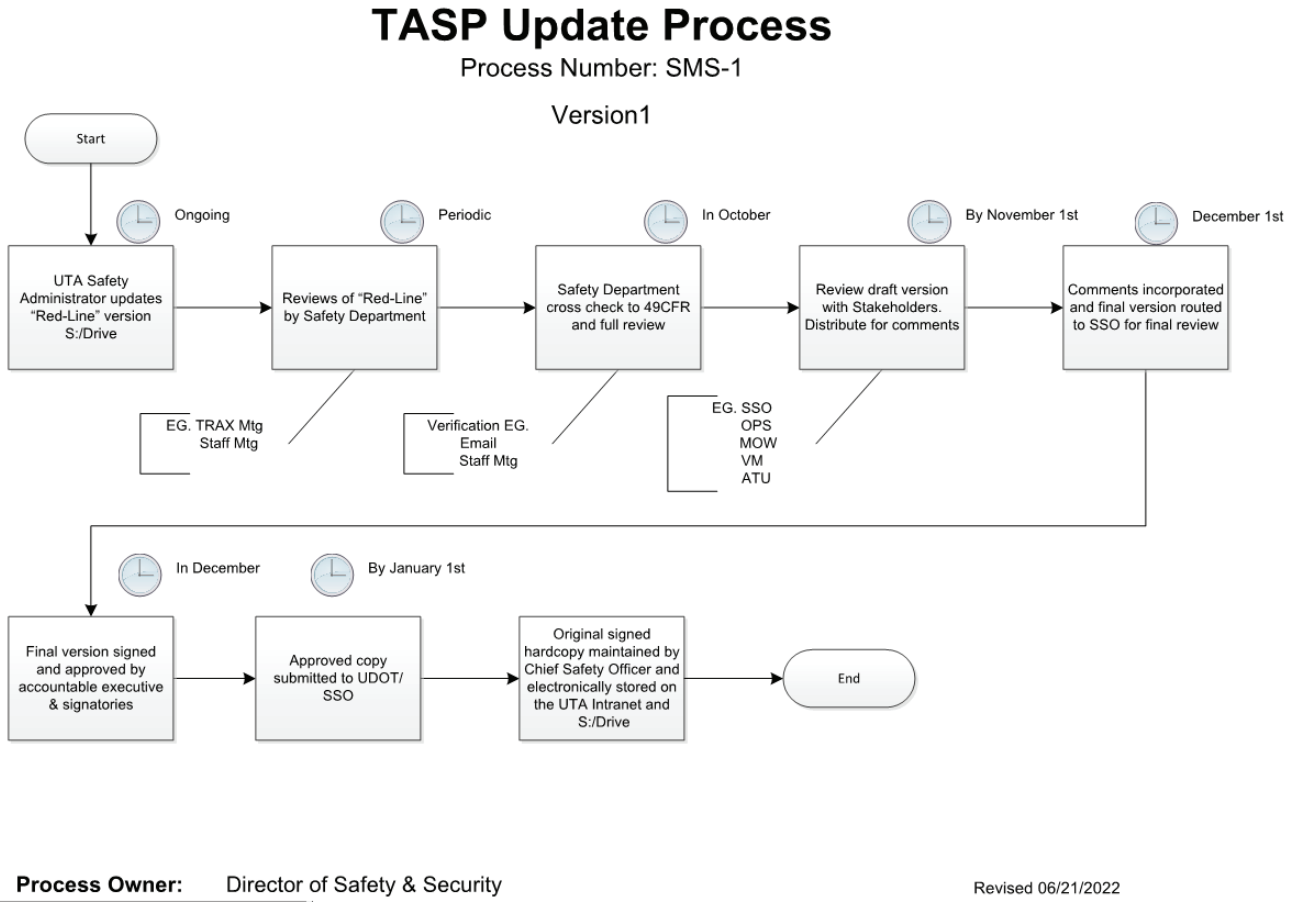
included in whole, or by reference, that describe the programs, polices, and procedures that the agency uses to carry out in the TASP. UTA maintains these documents for a minimum of three years after they are created.

1.4.2 TASP Annual Update Process Flow Chart



1.4.3 Emergency Management Team Meetings

Emergency management matters are addressed within business unit safety meetings. Emergency Management training is further explained in the EPP.

Meetings with external agencies are coordinated for training, information, exercising, and to provide familiarization training for local first responders. Emergency response organizations are informed of the rail system and important fire/life safety features. Exercises, types, reports, and schedule is also explained within the EPP.

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II RISK MANAGEMENT

This section describes how UTA identifies, evaluates, tracks, and mitigates hazards and risk in the organization and on the transit system. The processes undertaken by the authority are provided in sufficient detail to be effectively undertaken. Acceptable risk levels, performance targets and mitigation measures are established.

2.1 RISK MANAGEMENT PROGRAM

2.1.1 HAZARD MANAGEMENT

A hazard is defined as a condition or set of conditions, internal or external to the UTA system, which could cause injury or death or damage or loss of equipment or property. An unacceptable hazard is a condition that may endanger human life or property or result in system loss. This includes harm to passengers, employees, contractors, equipment, and to the public. These hazardous conditions must be mitigated. Hazards are identified in several different internal and external sources. Hazards may be observed in the operating environment, through procedures, during system modifications and capital projects, accidents, extensions, or operational changes.

The Hazard Management Program applies to all UTA employees and obligates everyone to constantly observe hazards in their work areas and report them through the hazard management process. The overall hazard management program incorporates a system-wide hazard identification process, including activities for:

a. Identification
b. Investigation
c. Evaluation and analysis
d. Mitigate or elimination
e. Tracking
f. Ongoing reporting to UDOT SSO and UTA corporate staff relating to hazard management activities and status

2.1.1.1 Local Hazard Management

UTA RGMs and department managers play a key role in hazard management and are responsible to ensure that the following processes are fully integrated within their departments:

a. All new employees receive hazard management training and understand hazard management expectations
b. Ensure a safe environment free of retaliation for employees to report hazards to management
c. Ensure hazards are placed on a local hazard log for tracking and documentation
d. Represent management or select designee to represent management on a local safety committee
e. Ensure each hazard has been assigned to a specific individual/POC
f. Management or management's designee will work with bargaining unit representative to establish the hazard rating, a safety representative will participate as arbiter and have final approval of rating

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2.1.1.2 Corporate Hazard Management

When a hazard is identified as needing mitigation with costs or changes beyond the abilities of the local safety committee or department, the hazard will be elevated to the corresponding Safety Department Hazard Logs and be reviewed by the Safety and Security Review Committee (SSRC). The SSRC committee members include key department managers that have the ability to make informed decisions based on the multiple disciplines at UTA and has access to higher level budgeted solutions.

2.1.2 Hazard Process Overview

UTA's hazard management processes include all transit modes. The following lays out an overall description of how hazards are identified, evaluated, analyzed, controlled, or eliminated, tracked, and reported to UTA senior management and UDOT State Safety Oversight.

a. The Safety Administrators assigned to each transit mode are the primary points of contact (POC) for the hazard management process.
b. Safety Committee members identify, evaluate, and analyze hazards in their area.
c. The Safety Administrator will enter identified hazards into the safety department hazard log for that mode (bus, TRAX or CR-rail).
d. The Safety Administrator and or committee develops a Corrective Action Plan (CAP) for each undesirable SERIOUS hazard over 180-days and for each unacceptable HIGH hazard and identify point of contact or owner of the hazard and places this information on the safety department hazard log for tracking purposes.
e. CAP's may also be identified as a result of accident investigation. (See Corrective Action 3.2.4)
f. Safety committee members also participate in the evaluation and control or elimination of the hazard.
g. Hazards must be mitigated at the lowest level possible. However, when a hazard is identified as having a mitigation that involves multiple departments or requires cost or changes beyond the safety committee or department abilities or budgets the hazard will be elevated to the Safety and Security Review Committee (SSRC). The SSRC represents key department managers and has the capability to employ multiple disciplines at UTA and has access to higher level budgeted solutions.
h. Recommendations/Results from Contractor or Internal audit, testing, industrial or environmental sampling results requiring corrective actions will be placed in the safety department hazard log for follow up and possible need for retesting for compliance with Safety or environmental requirements.
i. If mitigation or control of a hazard is not achieved through the SSRC, the hazard mitigation process may be elevated to the General Manager's Safety and Security Committee (GMSSC) for final resolution.

Hazards identified by an employee to his/her supervisor may be resolved by the employee and supervisor. If the supervisor is unable to solve the identified hazard, he/she will forward the hazard to a safety committee representative to be brought to the safety committee for resolution. The safety committee and safety administrator will review the hazard and assign an initial hazard rating (IHR) and place the hazard on the appropriate hazard log to be tracked. The following flow process is followed by employees in identifying and correcting hazards at the employee/supervisor level and actions taken to move the hazard to the safety committee and beyond if necessary.

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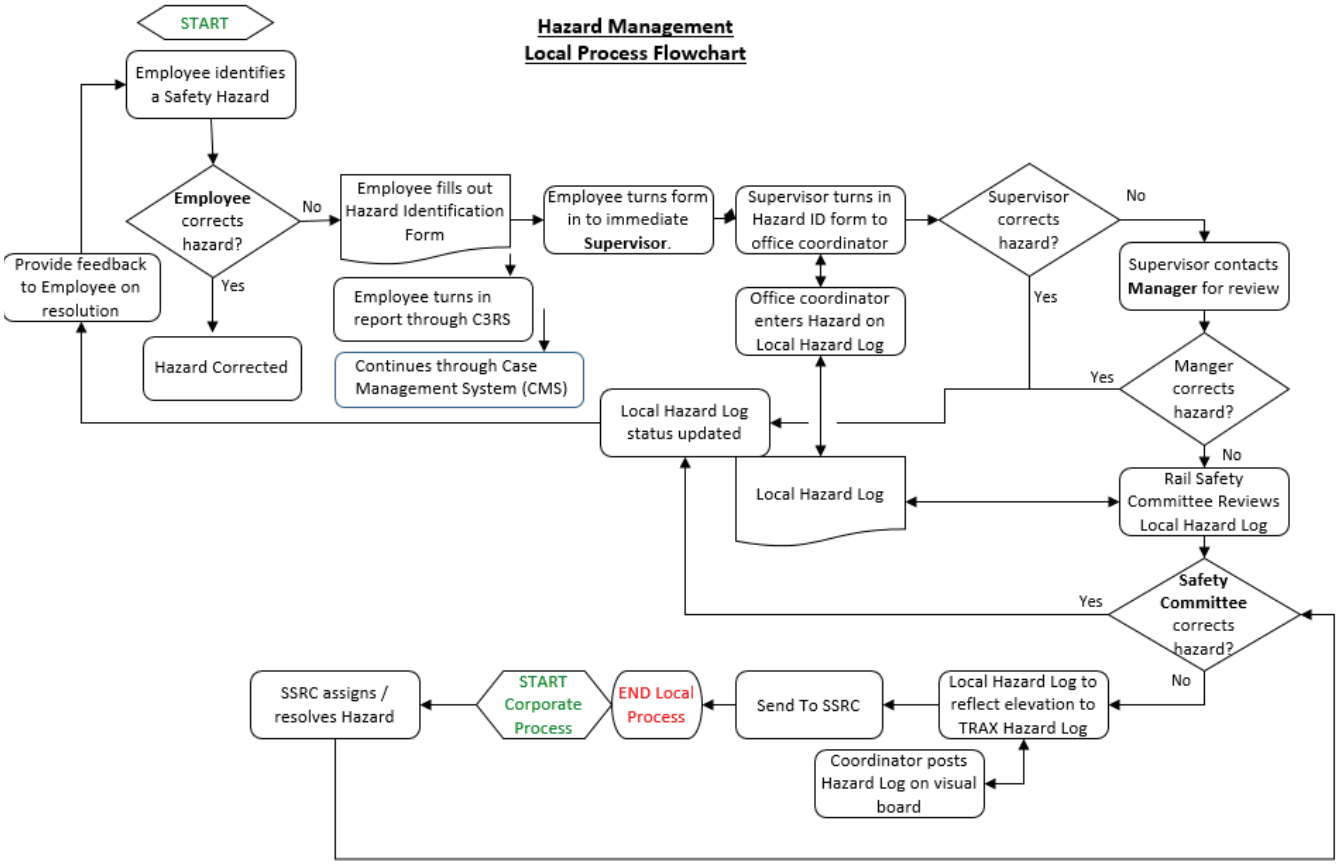

2.1.3 Hazard Identification

Identification of hazards is the responsibility of all UTA employees and contractors. The continuous identification, monitoring, and elimination of hazards is key to an effective system safety program.

Hazard identification methods include, but are not limited to the following:

a. Observation, inspection, and interaction of all UTA employees and contractors.
b. Reports from safety committee members, passengers, customer service, and field personnel.
c. Evaluation of accidents, incidents, near misses, to include data trends and projections.
d. Preliminary Hazard Analysis (PHA) of a design or new construction.
e. Safety certification, system integration testing, pre-revenue testing, system modification, configuration management verification, and inspection processes.
f. Operation Hazard Analysis (OHA) of revenue operations.
g. Internal and external safety audits, inspections, observations, defects, findings, observations, violations, and reviews.
h. Controller logs, daily operating clearances/bulletins, and training feedback
i. "Lesson learned" inputs.
j. Review of applicable regulatory codes and standards.
k. NTSB, FRA, FTA, SSO, OSHA, safety recommendations, guidance, initiatives, and alerts.

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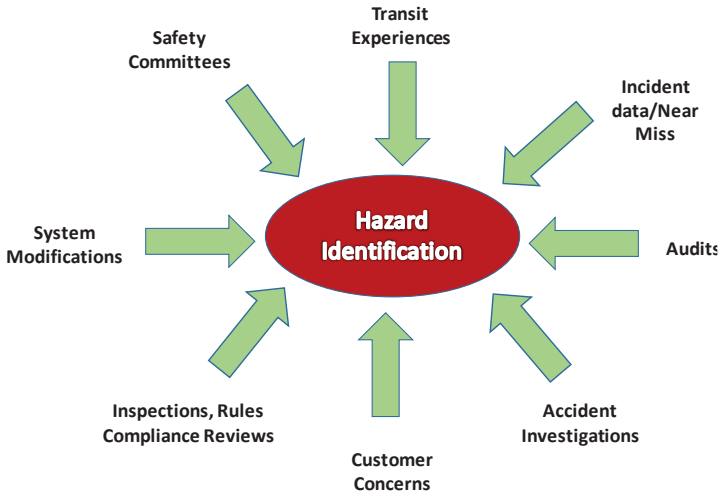
l. Nonconformance Reports, Corrective Action Reports, and Preventive Action Reports (NCR, CARS, and PARS) that may arise from external or UTA internal audits.



Potential Sources of Hazard Identification

2.1.3.1 Hazard Reporting

Acceptable means of reporting safety conditions include:

a. Complete a Safety Suggestion / Hazard Report form and deposit:
    a. In a safety suggestion collection box.
    b. With your manager or supervisor who will deliver to the local safety administrator.
    c. With the local Safety Administrator inbox or in person.
b. Via email or verbal notification to your supervisor, manager, local safety administrator, or other safety representative.
c. Utilizing UTA's Confidential Close-Call Reporting System (C3RS) hotline or electronic submission.
d. Through standard radio communication or other Standard Operating Procedures for observations, tests, and accident or incident reporting.

2.1.3.2 Confidential Close-Call Reporting System (C3RS)

To ensure that safety concerns are reported freely and without prejudice, UTA has established a process through which employees and contractors can report safety conditions, unsafe acts or practices, and / or close-call incidents anonymously so that it is without fear of discipline, reprisal, or penalty. These could include:

a. Unsafe working conditions
b. Close calls
c. Unsafe events
d. Hazards
e. Policies and procedures that are not working as intended

The C3RS is available with English (833-940-2874) or Spanish services (800-216-1288), or via an online form at the following address: http://www.lighthouse-services.com/rideuta-hazard or by email at reports@lighthouse-services.com.

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Comments submitted through the C3RS will be managed and assigned through the Case Management System (CMS) to a local safety administrator. The hazard will then enter the hazard management process, with follow-up and outcome notes recorded in the CMS.

2.1.4 Hazard Investigation, Evaluation, and Analysis

Reported hazards will be assessed by the reporting employee and supervisor. If a resolution cannot be found, the department manager in coordination with employee and supervisor will work towards resolution. If a resolution cannot be determined, the Safety Administrator and or safety committee will determine if a safety hazard exists and assign an initial hazard rating (IHR) to determine if an investigation, evaluation, or analysis needs to begin.

2.1.4.1 Root Cause Analysis and accident evaluation

Hazards are investigated through evaluating accidents, incidents, and close calls. Hazards originating from accidents are reviewed by the Safety Administrator and accident evaluation groups as necessary. As part of evaluating accidents and incidents, root cause analysis is used to help focus on the bottom-line fundamental cause and determine the most effective solutions to mitigating hazards. An accident evaluation group (AEG) will assist in finding the cause of the accident and any factors that may have contributed to an accident. A third-party expert may be used to assist with an investigation if it is deemed necessary.

2.1.4.2 Hazard Reporting Threshold to UDOT

UTA will notify UDOT SSO of all hazardous conditions that affect the immediate safety or security of the light rail system. At a minimum, UTA will notify UDOT SSO within one business day of hazardous conditions that are rated as unacceptable (HIGH) using UTA's 21 box hazard rating matrix.

To ensure UDOT is also appropriately notified of all other hazardous conditions, accidents, incidents, and occurrences, and serious occurrences that are not rated as HIGH, UTA will also include any safety hazard discoveries that don't meet the criteria listed in section 3.2.1.2 in its safety department hazard log and hazard management process. This safety department hazard log is provided to UDOT SSO on a monthly basis.

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2.1.4.3 UTA Hazard Analysis Matrix

UTA's hazard analysis matrix shown below, provides the ability to assign hazards a specific hazard rating based on a combination of severity and probability. Hazards may be rated as HIGH, SERIOUS, MEDIUM, LOW, and ELIMINATED.

SEVERITY					
Severity Level		Injury or Occupational Illness	Other than Injury		
			Property Damage (PD)	System disruption (SD)	Evacuation
1	Catastrophic	Death (does not include suicides, or death by natural causes)	> $ 250,000;	> 24 hrs	Fire / Life Evacuation
2	Critical	Fracture, Severe Bleeding, Paralysis, Brain injury, Dismemberment	$250,000 – $100,000	12 - 24 hrs	
3	Marginal	Bruising, Abrasions, Bleeding, Sprains/Strains (Ambulance transport)	$100,000 – $25,000	4 – 12 hrs	
4	Negligible	Bruising, Abrasions, Sprains/Strains (No Ambulance transport)	< $25,000;	< 4 hrs	

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies and/or procedural efficiencies for system, subsystem or component failure or malfunction. Hazard severity is ranked as shown above.

PROBABILITY					
Probability Level		Likelihood of event in life of an Specific item	MTBE*in Operating Hours (oh)	Occurrence within Fleet or Inventory	MTBE in days
A	Frequent	Will occur frequently	< 1,000 OH	Continuously Experienced	1 per month
B	Probable	Will occur several times	1,000 – 100,000 oh	Will occur frequently	1 per year
C	Occasional	Likely to occur sometimes	100,000 – 1,000,000 oh	Will occur several times	1 per 2 years
D	Remote	Unlikely but possible to occur	1,000,000 - 100,000,000	Unlikely, but can be expected to occur	1 per 5 years
E	Improbable	So unlikely, assumed occurrence may not be experienced.	> 100,000,000 oh	Unlikely to occur, but possible	1 per 10 years
F	Eliminate	Actions taken to remove the hazard / conflict	Never	Will not occur	N/A

*Mean Time Between Events The likelihood that hazards will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items, or activity. The probability may be derived from research, analysis, and evaluation of historical safety data.

UTA Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
PROBABILITY	A. Frequent	High	High	Serious	Medium
	B. Probable	High	High	Serious	Medium
	C. Occasional	High	Serious	Medium	Low
	D. Remote	Serious	Medium	Medium	Low
	E. Improbable	Medium	Medium	Medium	Low
	F. Eliminated	Eliminated			

Resolution Requirements		
High *	Unacceptable	correction required
Serious	Undesirable	correction may be required, decision by management
Medium	Acceptable w/ review	with review and documentation by management
Low	Acceptable	without review
Eliminated	Acceptable	no action needed

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2.1.4.4 Hazard Severity

Hazard severity is a subjective determination of the worst case that could be anticipated to result from human error, design inadequacies, component failure or malfunction. The categories of hazards based on the modified MIL-STD-882 are as follows:

Category 1 Catastrophic - Operating conditions are such that human error, design deficiencies, element, subsystem or component failure or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation

Category 2 Critical - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies may cause severe injury, severe occupational illness or major system damage and require immediate corrective action.

Category 3 Marginal - Operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.

Category 4 Negligible - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in less than minor injury, occupational illness or system damage.

The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

2.1.4.5 Hazard Probability

The probability of a particular event or a specific hazard occurring may be defined as a non-dimensional ratio of the number of times that a specific event occurs to the total number of trials in which this event will occur during the planned life expectancy of a system. Generally, hazard probability is described qualitatively in potential occurrences per units of time, miles, trips/runs or passengers carried. A hazard probability may be derived from the analysis of transit system operating experience, evaluation of UTA safety data, the analysis of reliability and failure data, or from historical safety data from other passenger rail systems or bus systems (see UTA Hazard Analysis Matrix 2.1.4.3).

2.1.4.6 Hazard Ratings

UTA has adopted a system for assessing the level of risk for each identified hazard to determine what action(s) must be taken to correct or document the hazard risk. This assessment system has been incorporated into the formal system safety analysis which enables the Safety Administrators or safety committees as decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

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The Hazard Matrix (see UTA Hazard Analysis Matrix 2.1.4.3) identifies the hazard risk index (HRI) based upon hazard severity category and probability and the criteria for defining further actions based upon the index.

HIGH risk hazards that receive an unacceptable initial hazard analysis made by management, safety committee or the Safety Administrator Safety Administrator receive immediate attention/control. A high hazard rating requires corrective action. Hazards that receive a high hazard rating will be elevated from the local hazard log to the appropriate Safety Department hazard log.

SERIOUS hazards that are undesirable may require corrective action and decisions by management. Hazards that receive a serious hazard rating will remain on the local hazard logs no more than 180 days before being moved to the appropriate Safety Department Log.

MEDIUM hazards may be acceptable with review by management. Events from a medium hazard are less likely to occur and are less severe in nature.

LOW hazards do not require review and are acceptable.

ELIMINATED hazard is no longer present.

2.1.5 Hazard Control, Resolution and Elimination

Safety critical hazards assigned an initial hazard ration of SERIOUS or HIGH using the above risk assessment matrix must be controlled or eliminated so that the hazard does not continue to pose a danger. This may be done in a temporary manner as long as the hazard is controlled until a long-term fix has been implemented. Hazards assigned a hazard rating of MEDIUM or LOW will be controlled to the lowest extent practicable. The process of controlling, tracking, and elimination, of hazards is recorded on hazard logs.

All undesirable SERIOUS hazard log entries over 180-days and all unacceptable HIGH hazard log entries will require the development of a corrective action plan (CAP).

Corrective action plans include the following information:

a. Element of activity identified as deficient
b. Planned activities to resolve deficiency
c. UTA department responsible for implementing corrective action
d. Scheduled completion date for implementation
e. Estimated cost of implementation

Hazard log entries with their associated corrective action plan are reviewed regularly by the safety department, safety committees, UDOT SSO and periodically reviewed by executive management. CAP's may be tracked and sorted from the hazard log. When a CAP is closed the hazard log will reflect this action and a closed date. Individual CAP files are stored in the Safety Department file server by hazard tracking number under the hazard management folder.

2.1.5.1 Hazard Resolution and Elimination

Hazard resolution is defined as the analysis and subsequent actions taken to reduce the hazard to the lowest level practical and the risk associated with an identified hazard. Hazard resolution is not synonymous with

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hazard elimination. In a transit environment, there are some hazards, which are impossible to eliminate and others, which are highly impractical to eliminate. Reduction of risk to the lowest practical level can be accomplished in a variety of ways from protective and warning devices to special procedures.

1. Design out or design to minimize hazard severity. To the extent permitted by cost and practicality, identified hazards will be eliminated or controlled by the design of equipment, systems and facilities.
2. Hazards that cannot reasonably be eliminated or controlled through design will be controlled to the extent practicable to an acceptable level using fixed, automatic, or other protective safety design features or devices. Provisions will be made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.
3. When design and safety devices cannot reasonably nor effective, eliminate or control an identified hazard, safety warning devices will be used (to the extent practicable) to alert persons to the hazards.
4. Where it is impossible to reasonably eliminate or adequately control a hazard through design of the use of safety warning devices, procedures and training will be used to control the hazard.

2.1.6 HAZARD TRACKING

2.1.6.1 Local Hazard Logs

Local Hazard Logs are kept by each division within UTA to track submitted hazards and are maintained by the corresponding safety committee. Department managers ensure local hazard logs are used to track hazards at the departmental level within UTA. These logs are maintained within the department and are reviewed by the local safety committee on a monthly basis. Local logs must include both open and closed hazards and be posted on department and/or service unit safety boards.

Hazards placed on the local log receive their initial and final hazard rating using UTA's 21 box hazard rating matrix. Reporting employees, with the assistance of their manager or supervisor, will give hazards their initial rating and final ratings (see UTA Hazard Analysis Matrix). The rail safety committee can assist in this process if needed. Hazard ratings should be changed when new information is received, or as a result of data analysis. If the hazard rating is changed by new information or data analysis, then the manager or designee will be notified.

2.1.6.2 Safety Department Hazard Logs

The Safety Department Hazard Log is kept is used to track Corrective action plans, and serious/high hazards from the local hazard log. Safety Administrators are responsible for the maintenance of Safety Department Hazard Logs. The Safety Department Log will be kept digitally and be directly accessible to all Safety Administrators. Logs must include both open and closed hazards for the current reporting year.

Hazard rating can be assigned by the either the Safety Administrator or the SSRC. The following are specific hazards that are identified and mitigated at the corporate level:

a. Unacceptable hazards (HIGH Hazards)
b. Hazards identified from audits from outside agency's (UDOT SSO, FTA, FRA, OSHA)
c. Hazards identified from accident investigations
d. Hazards where corrective action will cost more than $25,000
e. Undesirable SERIOUS hazards on local department hazard logs over 180 days
f. When deemed necessary by the Safety Department

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2.1.6.3 Corrective Action Plan (CAP)

Corrective action plans are utilized within UTA for hazards that meet certain criteria. The hazards identified in the section above require the usage of a corrective action plan (CAP). CAPs are tracked on the safety department hazard logs with electronic copies directly accessible to all Safety Administrators at all times.

For hazards that receive a MEDIUM or LOW hazard rating, the use of a corrective action plan is optional depending on the complexity and ability to correct the identified hazard, e.g. clearing shrubs or trimming branches of a tree. UTA will coordinate with the UDOT SSO to determine if a CAP is necessary for medium or low hazards.

In the following instances light rail corrective action plans must receive prior approval by the UDOT SSO Manager before corrective action plans may be carried out:

a. Unacceptable hazards (High Hazards)
b. Audit findings from regulatory agencies resulting in Non-conformance (UDOT, FTA, FRA, OSHA)
c. Accident investigations requiring corrective action
d. Testing or audits of Industrial Hygiene which potentially exceed OSHA PEL limits

2.1.6.4 Corrective Action Plan Development

Department managers or their designee will work in conjunction with the Safety Department and associated safety committees (Local Safety Committee, SSRC, and GMSSC) to develop a corrective action plan and fill out a CAP form for the identified hazard. Accident Evaluation Groups are also utilized when developing CAP's resulting from hazards identified after an accident. Safety Administrators ensure that the CAP process is followed and properly tracked until it is closed.

CAPs are assigned a specific tracking numbers by Safety Administrators and are placed on the Safety Department hazard log with its associated hazard. CAP's must contain at a minimum:

a. A specific deficiency / finding / hazard with an initial hazard rating
b. Assigned Date
c. Process, or plan to address and resolve the deficiency / finding / hazard
d. Proposed Implementation date
e. Responsible department, and person
f. Source
g. CAP ID
h. SSO Program Manager initial approval and date
i. Resolution of CAP
j. Accountable Owner Signature with completion date
k. SSO Program Manager Verification (if applicable)

2.1.6.5 Ongoing Reporting to State Safety Oversight Agency

Each CAP developed for Serious or High hazards, from investigations, audit findings or other deficiencies will be submitted to UDOT SSO as required for initial review and approval within 30-days of identifying a deficiency. The CAP form will be assigned a specific identification tracking number and placed on the safety department hazard log with its corresponding hazard for tracking purposes. A digital CAP form is maintained in the Safety Department file server for UDOT SSO access.

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The Safety Administrator will monitor the current status of CAPs using the safety department hazard log and identify any issues with the resolution action and dates. Updates will be recorded on the safety department hazard log and provided to the UDOT SSO at least monthly.

Upon completion of the corrective action the safety department will submit the CAP to UDOT SSO for adoption. UDOT will notify UTA in writing of its acceptance or rejection of the corrective action plan and in accordance with procedures specified in the UDOT SSO standard. The completed CAP is formally adopted by receiving UDOT SSO's signature on the CAP form. The UTA CAP form requires the UDOT SSO to sign and date the CAP indicating the assigned resolution and completion of the CAP.

After a hazard has been resolved, it will be assigned its final hazard rating. The Hazard Log will then be updated to show the status of the identified hazard with its CAP to "CLOSED". The completed electronic CAP form will be maintained in the safety department file server.

2.1.7 Job Safety Briefing

Prior to beginning work, employees that perform high risk, or non-routine job tasks are required to identify hazards, and discuss controls associated with that task during job safety briefings. The job briefing should include type of work, number of involved employees, additional hazard controls, emergency communication, required PPE, review of necessary training and applicable SOPs, and any additional items deemed necessary by the supervisor overseeing the work. Identified hazards that cannot be controlled with PPE or procedures must be resolved or mitigated through the hazard management process. At any time if the conditions of work change, a follow up job briefing is required.

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2.2 HAZARDOUS MATERIALS PROGRAM

2.2.1 MANAGEMENT OF HAZARDOUS MATERIALS

For any hazardous chemical used or stored in the workplace, UTA must maintain a safety data sheet (SDS) and train employees on the chemical hazards as outlined in 29 CFR 1200 (Right to Know). An SDS is a chemical safety instruction sheet that informs employees of specific safety or health hazards of chemicals in the workplace, & gives directions to employees for Protective Equipment (PPE) i.e. goggles, gloves, respirator, safety glasses, etc.

All safety data sheets are accessible through an Intranet-based system http://otis.osmanager4.com/uta/rtk/uta. A quick link to this web site is available through the UTA SharePoint Site and on every UTA desktop home screen. Section ASSURANCE (PROCURMENT) 3.11 describes the new chemical review workflow and approval process.

The UTA Environmental Department submits an annual Tier II inventory of hazardous chemicals to the state emergency response commission (SERC), local emergency planning committee (LEPC), and local fire department. Tier II reporting requirements are limited by chemical quantity to any UTA facilities that are subject to reporting.

The common hazardous materials transported to or from and used by UTA that are subject to reporting as described in 49 CFR are:

a. Diesel Fuel
b. Gasoline
c. New and used oil
d. Antifreeze (ethylene glycol)
e. Train wash (potassium hydroxide)
f. Lead acid batteries (sulfuric acid)

The liquids are stored in tanks or drums within secondary containment. UTA also uses many hazardous chemicals contained in soaps, solvents, brake cleaners, paints, and aerosols. These hazardous materials are described in the product-specific safety data sheet.

UTA has small quantity generator and conditionally exempt generator status of hazardous waste at various facilities. Hazardous waste, as defined in 40 CFR, is a hazardous material that has outlived its usefulness or has become contaminated through use.

Hazardous wastes, can be generated by:

a. Discarding a hazardous material (oil-based paint, pesticides, some soaps, expired products)
b. Using a product (used batteries, fluorescent lamps, HID lamps, paint thinner, aerosol dregs)
c. Any hazardous substance generated from a process or procedure critical to maintenance or operations of Frontrunner, TRAX or Bus
d. Infectious biohazardous waste from bloodborne pathogens clean-up or discarded sharps clean-up.

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Hazardous wastes are stored in closed containers and can be collected in satellite accumulation areas. These containers are labeled as hazardous waste for chemicals or biohazard for red infectious waste bins and are located near where the waste is generated. The environmental compliance administrators are responsible for preparing appropriate manifests, scheduling hazardous materials transportation, and final disposal.

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2.3 INFECTIOUS DISEASE CONTROL AND RESPONSE

UTA's Safety Department and Emergency Management teams monitor the reports of infectious disease transmission, as provided through the Utah Department of Health. Based on these reports UTA also coordinates with local health departments to identify control strategies in an effort to minimize the transmission of infectious diseases.

UTAs Local Safety Committees and SSRC help determine the impact to UTAs operations using the hazard risk matrix for the proper level of response to help prevent the spread of infectious disease. Infectious disease mitigations may be tracked on the local and corporate hazard logs following the hazard management process.

Updates regarding infectious hazards that may pose a risk to the health and safety of UTAs customers and employees are provided as needed to the UTA executive team.

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III ASSURANCE

Safety Assurance outlines how UTA implements, measures, and reviews UTA processes to ensure that it remains in compliance with established standards. These processes and reports will provide the confidence to UTA leadership that the organization and system is functioning within an acceptable level of safety. The audits, inspections, rules checks, and compliance verification procedures are described, required schedules are established, and acceptable measures are identified.

3.1 INTERNAL SAFETY AUDIT/REVIEW PROGRAM

49 CFR § 673, identifies requirements for planned and scheduled internal safety audits. They are performed to evaluate compliance with UTA's Transit Agency Safety Plan (TASP). All TRAX rail service departments and functions are subject to review. UTA's Internal Safety and Security Audit/Review Programs contain a comprehensive series of processes utilized to determine the compliance and effectiveness of UTA's TASP/ System Security Plan (SSP) and Emergency Preparedness Plan (EPP), which are applicable to all departments or functions.

The ED has delegated authority to establish and implement the TASP to the Director of Safety & Security (DSS) who oversees the safety performance functions of UTA. The DSS has the responsibility to develop and implement programs to promote safe operations to reduce or eliminate accidents and to monitor TASP compliance and maintenance.

The DSS assigns responsibility and authority to the Internal Audit's programs coordinator, the Safety Administrators, and assigned internal auditor team members to interface with UDOT SSO, to provide the internal oversight of the rail TASP compliance; and to oversee the internal safety audits.

The audits program coordinator utilizes UTA's audit team members who conduct ongoing, planned, and scheduled internal safety audits, and performs reviews and inspections of UTA's departments and functions to evaluate compliance with TASP requirements. The audit coordinator also measures the overall effectiveness in achieving the goals and objectives of the TASP. UTA audit team members use a checklist approach to determine compliance based on 49 CFR 673.

Per 49 CFR Part 225, UTA is committed to complete an accurate reporting of accidents, incident, and injuries in our system. We encourage employee reporting and will not tolerate harassment or intimidation to discourage reporting. UTA collects reports for reportable incidents. These incidents are reviewed at AEG's and any applicable CAPs are assigned to mitigate risks found. Reports submitted to the FRA are audited annually to ensure accurate and complete reporting.

The internal audits programs coordinator will ensure that auditors are independent from the first line of supervision responsible for the activity being audited. This means that audit team members will not be assigned to audit the workgroup they are assigned to. As an example, Safety Department personnel will not be assigned to audit other Safety Department personnel.

UTA uses the "Recommended Best Practices for States Conducting Three-Year Safety Reviews" document produced by the FTA Office of Safety and Security from March 2009. This document identifies eight (8) types of verification methods that can be used by the internal auditors, which are listed below. These are the same

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guidelines that the State Safety Oversight (SSO) uses for UTA three-year Triennial audits. It is recommended that the internal auditors use more than one method to verify compliance. Depending on the area being inspected a field visit, which allows, observation of processes and personnel may be required.

1. **Document Review**: sampling the UTA TASP and referenced and or supporting procedures to ensure that each required element of the State's Program Standard and 49 CFR part 673 is addressed. (This reference/requirement is noted on the Internal Audit Form for the element being audited.)
2. **Rules Review**: Sampling of UTA operating rules and bulletins and maintenance rules and procedures to determine if they have been reviewed and updated on a regular basis, if they have been distributed to appropriate UTA personnel as specified in the TASP, if training has been offered, and if this process has been tracked. Rules compliance is verified by supervisors. Auditors should ask supervisor personnel and or Safety personnel to provide examples of Rules Checks which have been accomplished during the previous audit period. Safety personnel observe/audit supervisors to verify that they are conducting Rules Checks. Auditors should verify that these processes are occurring.
3. **Records Review**: Sampling of the UTA records for evidence of implementation of the TASP and referenced or supporting procedures. Records reviewed and or sampled may include, but not limited to, training records, records of employee rules compliance checks, internal safety audit reports, maintenance inspection reports, minutes of safety committee meetings, etc.
4. **Interviews with UTA Senior Management**: discussions held with senior UTA management, including the UTA Executive Directors, to assess their knowledge of the UTA safety program, as specified in the TASP and referenced or supporting procedures, and to gauge their commitment to the safety program.
5. **Interviews with UTA Safety personnel**: Discussion held with UTA safety personnel, including the Safety and Security Director, to assess implementation of the UTA safety program, to identify issues in its implementation, and to highlight areas of compliance and non-compliance with Part 673 requirements. Safety personnel should provide evidence of system rides, interviews with operators, mechanics, supervisors and passengers to assess safety compliance and or hazard observations throughout the system.
6. **Interviews with other UTA personnel**: Discussions held with other UTA personnel (including a representative sample of rank-and-file operations and maintenance personnel) to verify their understanding of requirements specified in the TASP and referenced or supporting procedures.
7. **Field Observations**: Some departments and functions REQUIRE the auditors to make field or work area observations. This requirement will be noted on the Internal Audit Checklist for that specific area and auditors may be required to schedule times when specific field work is being done to allow for observations to be conducted. Observations and sampling conducted on-site at the UTA to observe implementation of the processes and procedures described in the TASP and supporting or referenced documents, procedures and materials related to the UTA safety program. Although auditors are not expected to be experts in Rules or mechanical processes, they should make field observations to verify that supervisors, who are technical experts, are performing and documenting technical field observations of operators, mechanics, MOW, Facilities Maintenance, etc. Field observations should also certify that rules compliance rules compliance, technical tests performed, repairs, etc. are being observed/documented.

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8. **Inspections and Measurements**: Inspections and measurements conducted on-site at the UTA to ensure that the UTA infrastructure and equipment is maintained according to specifications identified in the UTA standards, procedures, and equipment manuals. Auditors should verify that supervisors are performing periodic rules and preventative maintenance on equipment checks. This can include reviews of key performance indicators (KPI) matrix, preventive maintenance schedules, work orders, etc.

> **Note**: Each of these verification methods has specific strengths and limitations. To adequately assess implementation of each TASP elements required in 673, FTA believes that more than one verification method should be used.

UTA has developed an Internal Audit Checklist for the TASP. The Checklist includes the elements to be assessed, the eight (8) on-site verification methods, and recommendations for how these methods can be applied to each of the specific elements. If a specific checklist item does not have applicability to the audit topic the auditor should note that item as not applicable (N/A), with a brief description to include personnel visited with and processes discussed.

Audit teams may conduct field observations to make observations of the work process in the area being audited. Auditors should interview supervisors to verify compliance with rules and procedures. In addition to completing audit checklists, supporting documentation for verifying compliance with rules checks and compliance verification may also be submitted to the Internal Audit Coordinator as part of the audit. This will verify that rules checks and observation are an ongoing practice within the departments. Supporting documentation may be obtained from safety personnel and department supervisors. See A-3: for samples of the internal audit inspection checklists and schedule.

The audit team members will complete the Audit Checklist by completing all applicable verification methods of "Recommended Activities" used during the audit. Include copies of rules, processes, charts, etc. discussed as evidence of compliance or of non-compliance of specific requirements. In conjunction with the Safety Department and Internal Audit Coordinator will make a determination of "compliance" when a department or function is substantially adhering to the TASP requirements. Determination of compliance may include recommendations for improvement of TASP process activities or prevent future determinations of non-compliance. The department or function will review the recommendation and consider measures to improve process activities. In the event the department or function is substantially not adhering to the TASP, then a finding of non-compliance, along with a corrective action plan (CAP) will be issued to the department. That department is required to sign accepting responsibility to respond to or resolve the CAP and to provide a planned completion date. The CAP form contains a section for a proposed corrective action as well as a corrective action resolution to be filled in by the assigned department. Managers of departments have the responsibility to take corrective actions plan as recommended by the audit team reports. Upon completion the CAP must be adopted by the Safety Department, and by UDOT if required. Corrective action plans developed from audit findings of non-compliance with recommendations, and from compliance with recommendations are reviewed, accepted, and placed on the Safety Department Hazard log for tracking purposes by the Safety Department and Safety and Security Management Review Committee (SSRC) in coordination with UDOT SSO. Matters that are not resolved by the SSRC are referred to the GMSSC committee.

Each department or function is required to be audited as per UDOT's Rail Transit State Safety Oversight Program Procedures and Standards. The Safety Administrator is responsible for developing a three-year schedule for all

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internal audits. This schedule is distributed to all affected departments and to the state safety oversight manager. The schedule is furnished as a separate document to UDOT SSO.

UDOT is invited to participate in all internal audits. The Safety Administrator or audit team leader notifies the UDOT State Safety Oversight office at least 30 days prior to conducting an internal audit so that UDOT may schedule and participate in those audits as desired.

The internal audit coordinator notifies all affected departments and provides the manager of the department with a current checklist of audit requirements. Sufficient time is given to the department to prepare all necessary materials for the audit.

The Safety Administrator completes individual audit reports and submits them to UDOT within 30 days of audit completion. In addition, the annual safety audit report, detailing UTA's internal safety and security review activities are submitted for the past year, with subsequent findings. The report is certified by the Executive Director, and forwarded to UDOT, on or before February 15 of the following year.

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3.2 Accident Notification, Investigation, and Reporting

3.2.1 Notification Thresholds

3.2.1.1 Internal Notification

Initial internal incident/accident notification is initiated by UTA control centers (TRAX, FrontRunner, bus, paratransit, and police dispatch) electronically via text message and e-mail through the UTA emergency notification list, and the go team notification list, according to corporate policies and procedures, NO. 4.3.7 "Emergency Notification", and as specified by rail service SOPs and this document.

The controller will initiate internal notification resulting in the following: (OPS-SOP-0608)

a. Events resulting in possible injury or death of persons
b. Fire
c. Hazardous materials spill or release
d. Other situations that may require response by local emergency personnel

Electronic notification requires the following information:

a. Time, date, location, and direction of travel
b. Type of accident and description of event
c. Number of persons injured (transported)
d. Estimated damages

Workplace injuries that require the first report of injury form to be completed will require supervision to notify the Safety Department at the time of the events.

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3.2.1.2 UDOT/SSO Notification

UTA has included on its emergency notification list UDOT's SSO and UDOT TOC. Following an accident, the UTA Safety department will follow up with state safety oversight, in person or by phone email or text message within two hours of any accident that results in the following:

a. Fatality occurring at the scene or within 30 days following the accident, excluding deaths resulting from illness, natural causes, and criminal homicides
b. One or more persons suffering serious injury
c. A collision involving a rail transit vehicle with any other vehicle, person, or object resulting in substantial property damage (requiring towing)
d. A runaway train
e. An evacuation for life safety reasons
f. Any derailment of a rail transit vehicle (yard and mainline)

Serious Occurrences are to be investigated by the transit agency and reported to UDOT within one business day.

a. Face up of rail vehicles: Two revenue transit vehicles enter the same block in signalized rail-exclusive territory; not including intentional moves such as coupling or vehicle storage, or street running territory.
b. Signal violations or overruns. This includes cases where UTA has determined a signal violation occurred, and violations of stop signals provided by a roadway worker.
c. Malfunctions of safety critical systems or equipment that could result in a catastrophic or single-point failure. Malfunction differs from “damage” under Incident criteria; would include more serious events such as loose railcar wheel or dropped underbody equipment.
d. Grade crossing warning system activation failure. Includes failures of gate arms and signals/lights but does not include broken gate arms.
e. Evacuation of train into the right of-way or onto adjacent track for non-life safety reason. Includes customer self-evacuation/transfer of passengers to rescue vehicles or alternant means of transportation due to obstructions, loss of power, mechanical breakdown and system failure, or damage. Evacuations for life safety reasons should instead be reported as an accident as described in an “accident”.
f. Incapacitated operator in service, i.e. An operator loses consciousness, falls asleep, or otherwise becomes physically incapable of operating the rail transit vehicle during revenue or non-revenue service.
g. Runaway rail transit maintenance vehicle. Excludes runaway trains, which are defined in the accident category per FTA requirements
h. Unpermitted rail vehicle encroachment into work zone

	Fatality	≥ 1 Injuries w/ Transport	Personal Injury that is not serious	Serious Injury	Damage that disrupts Ops	Collision	Runaway Train	Evac for Life Safety	Derail Anywhere	Close Call Vandalism /Theft	Serious violation
Accident	X			X		X	X	X	X		
Incident		X	X		X						
Occurrence										X	
Serious Occurrence											X

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UDOT SSO contact information:

UTA employees in charge of notifications can send emails to udotsso@utah.gov in order to successfully notify all needed parties at once.

UDOT SSO Manager	Designated Back-Up
Jim Golden jimgolden@utah.gov 801.360.0052	**Robert Miles** robertmiles@utah.gov 801.910.2070

3.2.1.3 FRA Notification

For accidents that occur within FRA designated territory (1300 South to 6100 South and from 700 West Freight spur to 5600 West on Mid-Jordan Red Line), the FRA will be notified immediately by telephone by the Safety Department, using the National Response Center (NRC) at 1-800-424-0201 of any incident/accident resulting in the following as required by 49 CFR 225:

a. Death of a rail passenger or a railroad employee
b. Death of an employee of a contractor to a railroad performing work for the railroad on property owned, leased, or maintained by the contracting railroad
c. Death or injury to five or more persons
d. A train accident that results in serious injury to two or more train crewmember or passengers requiring their admission to a hospital
e. A train accident resulting in evacuation of a passenger train A fatality resulting from a train accident or train accident/incident at a highway-rail crossing when death occurs within 24 hours of the accident/incident
f. Collision occurring at a Grade Crossing
g. A train accident resulting in damage of $150,000 or more to railroad and non-railroad property
h. A train accident resulting in damage of $25,000 or more to a passenger train, including railroad and non-railroad property
i. A collision or derailment on a main line that is used for scheduled passenger service, or that fouls a main line used for scheduled passenger service

3.2.1.4 NTSB Notification

The UTA Safety department will notify the NTSB, by telephone using the National Response Center (NRC) at 1-800-424-0201, within two hours of any accident/incident meeting the following criteria per 49 CFR 840:

a. A passenger or employee fatality or serious injury to two or more crew members or passengers requiring admission to a hospital
b. The evacuation of a passenger train
c. Damage to a tank car or container resulting in release of hazardous materials or involving evacuation of the general public
d. A fatality at a grade crossing

Notification will also be made, no later than four hours after an accident, regarding any accident resulting in:

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a. Damage of $150,000 or more for repairs or the current replacement cost, to railroad and non-railroad property
b. Damage of $25,000 or more to a passenger train and to railroad and non-railroad property

3.2.1.5 FTA Notification

In accordance with 49 CFR 674.33, the transit agency must provide notification to FTA of any reportable accident within two hours for the following.

a. A collision between a rail transit vehicle and another rail transit vehicle.
b. A collision at a grade crossing resulting in serious injury or fatality.
c. A collision with a person resulting in serious injury or fatality.
d. A collision with an object resulting in serious injury or fatality.
e. Property damage resulting from a collision involving a rail transit vehicle; or any derailment of a rail transit vehicle. (This includes rail maintenance machines)

The UTA Safety Department will notify FTA of an accident by contacting the U.S. Department of Transportation, Transportation Operations Center (TOC) within two hours of a reportable accident by emailing TOC-01@dot.gov (recommended method) or by phone: 202-366-1863.

3.2.1.6 UOSH Notification

The UTA Safety Department will notify Utah OSHA at 801-530-6901 within 8 hrs. of any workplace accident resulting in the following:

a. Fatalities (including heart attacks)
b. Admittance to the hospital
c. Amputations past the first digit on hand or foot
d. Heat, chemical or electrical burns which result in temporary or permanent impairment to the body
e. Electrical shocks
f. Major bone fractures
g. Any loss of consciousness in the workplace
h. Permanent or temporary impairment where part of the body is made functionally useless
i. Deep cuts
j. Sight impairment
k. Any injury or illness that may shorten the worker’s life or significantly alter a normal physical or mental ability (either temporarily or permanently), such as visual or hearing impairment

3.2.2 Accident and Serious Occurrence Investigation Process

UDOT SSO has formally authorized UTA to conduct its own investigation of Light Rail accidents and Serious Occurrences and will utilize UTA's investigation as its own investigation, unless UDOT SSO decides to conduct its own investigation. UDOT may decide to conduct an independent investigation in addition to the transit agency's investigation. Accidents and Serious Occurrences that are investigated by UTA are conducted per Corporate Policy 4.5.2 Post Incident Investigation Policy and Transit Services Rail Safety Investigation Procedure.

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3.2.2.1 Accident Investigation

Rail accidents that require two-hour notification to the UDOT SSO will be investigated by the Safety department. Rail investigation will be conducted in accordance with the Rail Safety Investigation Procedure. The Rail Safety Investigation Procedure can be found on the Safety Department share drive. A third-party investigation (contract expertise) will be assessed on a case-by-case basis in consultation with UDOT.

3.2.2.2 Workplace Injury Investigations

Workplace injuries that require employees to complete the first report of injury must be investigated at a minimum by a supervisor. If during the investigation process a hazard is identified, the hazard identification form must be filled out and tracked until the hazard is mitigated. In the event of serious injury or death the Safety Department will conduct a formal investigation.

a. Fatality
b. Fractures
c. Injury or illness resulting in immediate admittance to the hospital
d. Amputation
e. Deep cuts
f. Severe burns
g. Electric shock
h. Sight impairment
i. Loss of consciousness or concussions

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3.2.3 Reporting Accidents

3.2.3.1 Reporting to UDOT SSO

Reports and corrective actions are available to UDOT which includes all events that meet reportable UDOT thresholds and are reviewed during monthly coordination meetings.

In conducting an accident or serious occurrence investigation, UTA will provide UDOT SSO the following:

> **Preliminary Written Report**: As soon as possible after the accident, but within three business days the transit agency must email preliminary written information, including any accident investigation summary information, preliminary reports from field personnel, and other available information.
>
> **Investigation Status Report**: At the request of UDOT SSO, UTA will provide a report indicating status of the investigation, including any significant new reports or report components, and any preliminary investigation conclusions within 10 days of the accident.
>
> **Draft Final Accident Report**: Within 30 days of the accident, the Safety department will submit a draft final report to UDOT SSO for acceptance. This report will include the corrective action plan (CAP) as approved by the UTA Accident Evaluation Group (AEG). If UTA requires additional time to complete the investigation activities, then UTA shall request additional time from UDOT SSO.
>
> **Final Accident Report**: After UDOT adopts the draft accident report, as signified by the SSO's signature, UTA will create a non-alterable version of the final report and submit it to UDOT SSO. UTA will retain final reports on the safety network drive.

The Draft Final Report must contain the following information, at a minimum:

a. Executive summary
b. Sequence of events, including a comprehensive description of injuries, fatalities, and property damage with estimated dollar value
c. Clear description of events before, during, and after the accident/incident
d. Findings and analysis, including investigation activities
e. Description of the investigation process and methodology
f. Description of post-accident/incident testing and research conducted
g. Employee training, drug and alcohol testing, and fatigue considerations
h. Information and feedback from employees interviewed
i. Post-event inspection of infrastructure, vehicles, or facilities
j. pre-event compliance with required maintenance
k. Sufficiency of UTA's existing training, rules, and procedures
l. sufficiency of existing design
m. Conclusions, including any findings
n. Probable and contributory causes
o. Recommendations to prevent reoccurrence
p. Supporting analysis to defend any recommendations made
q. Short- and long-term actions

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r. Changes to rules, policies, or procedures
s. CAP(s) to address any findings resulting from the investigation.

UDOT reports all reportable FTA events in an annual report.

3.2.3.2 Reporting to FRA

The UTA Safety department will submit required reports per 49 CFR 225, for accident/incidents using the AIRGNET reporting software, for accidents/incidents that occur within FRA operating territory.

3.2.3.3 Reporting to National Transit Database (NTD)

As part of complying with reporting requirements to the Nation Transit Database, UTA will submit monthly safety summary event reports (S&S-50) and any major event report (S&S-40) forms for both bus and light rail operations that meet reporting thresholds defined by the NTD within 30 days.

3.2.3.4 Reporting within UTA

The UTA safety reports are made available to the Director of Safety and Security (DSS), Chief Operating Officer, and Regional General Managers (RGMs). Reports will be forwarded by the DSS to the ED as needed.

3.2.4 Corrective Action

3.2.4.1 Safety Department Review

The Safety department will initiate an investigation to determine causal or contributing factors for events it deems necessary. Findings from the investigation that identify serious or high hazards, will require a corrective action plan and will be placed on the safety department hazard log. The Safety department will then coordinate with the appropriate departments to develop a corrective action plan (CAP) and fill out a CAP for the identified hazard. The CAP form will be assigned a number and placed on hazard log with the corresponding hazard for tracking purposes.

The corrective action plan will contain:

a. Action to be taken
b. Proposed completion date
c. Individual or department responsible for implementation

3.2.4.2 UDOT Review

UTA will develop a corrective action plan (CAP) for submission to UDOT when:

a. Results from an incident/accident investigation contain identified causal factors that are determined by UTA or UDOT as requiring corrective actions
b. Hazards or deficiencies are identified from internal reports and audits performed by UTA or UDOT

The corrective action plan will contain:

a. Action to be taken
b. Proposed completion date
c. Individual or department responsible for implementation

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d. Process or plan for implementation of plan
e. Date Corrective action plan was opened
f. Identify noted deficiency/finding/hazard
g. Cost resolving deficiency, if known or applicable

As part of developing a corrective action plan UTA may employ the use of an accident evaluation group (AEG).

An accident evaluation group will be organized to evaluate the following events:

a. Fatalities
b. Incidents involving multiple medical transports from the scene
c. Major component or system failure

The AEG will be comprised of key UTA staff from various department that would have a role in the development of the CAP. UDOT SSO will be an invited member to applicable AEG meetings and play an active role in identifying casual or contributing factors.

Each CAP resulting from an investigation, or from hazards or deficiencies identified, will be made available to UDOT SSO for review. The CAP form will be assigned a tracking number and placed on the hazard log with its identified hazard. Upon completion of the corrective action the Safety department will submit to UDOT the completed CAP form for adoption, signified by UDOT SSO's signature on the CAP form. The hazard log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all corrective action plans with the use of the safety department hazard log and will provide UDOT with an updated log monthly.

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3.3 Safety Data Collection and Analysis

3.3.1 Data Collection

Safety data is collected and stored by the safety department personnel on a secured network drive (Safety Department S:\\ Drive). It is reviewed, analyzed, and provided to UTA general manager in the General Managers Safety and Security Committee (GMSSC) meetings to assist the organization in eliminating hazards (see A-2:).

Safety critical hazards are identified, investigated, reviewed, resolved, and tracked by the SSRC committee through the UTA TRAX and FrontRunner Safety Department Hazard Logs. The TRAX Safety Department Hazard Log is made available to UDOT SSO at any time through the Safety Department S:\\ Drive. SSO Manager has been given access to this drive to enable UDOT to have access to various data and documents.

TRAX accidents, incidents, and other safety events are recorded and tracked by the Safety Department using the light rail event tracker. The light rail event tracker is provided to the UDOT SSO quarterly prior to the quarterly meeting. It is also stored on the S:\\ Drive which UDOT has access to.

In addition, UTA personnel involved in an accident or incident are required to complete UTA's accident/incident report form (green sheet). On-scene supervisors file supervisor's accident /incident report forms. Copies of these documents, as well as any pictures are copied into the Safety Department drive by the Safety Administrator. Accidents and incidents, require a UTA Safety Administrator to complete a safety department investigation form.

UTA also obtains data from the NTD, US DOT, the National Safety Council, NTSB, APTA, and other transit organizations.

The Safety Administrator(s) reviews TRAX and FrontRunner’s control center's daily logs and records events involving the rail system. Events meeting minimum threshold levels are reported to UDOT, FRA, and FTA as required by current regulations.

System event data is entered monthly into the National Transit Database, Commuter rail, and TRAX accidents occurring in FRA territory are reported to the Federal Railroad Administration using the on-line AIRGnet software provided by FRA.

Other sources of data include:

a. Control Logs
b. Accident/Incident Reports
c. Hazard Logs
d. UTA Police Reports
e. Employee Training records
f. Maintenance Records
g. Rules Checks Reports

3.3.2 Data Analysis

Data collected is analyzed on a regular basis and is used to evaluate safety performance and identify areas potentially requiring corrective action to reduce the number of events. Types of events that are used for this

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analysis are areas where there is an increase or reoccurrence of accidents, incidents and occurrences as defined by the FTA.

Event data collected is also used to determine goal specific KPI's required by the FTA in specific areas including events, injuries, fatalities, and mean time between mechanical failures. Data collected is also tracked on UTA's safety dashboard and projects current accident rates while comparing them to the prior year. This data evaluation is used to determine the effectiveness of implemented mitigations and areas needing further evaluation and corrective action.

Rules checks, close calls and interviews are used as a means of proactive risk mitigation and is tracked on UTA's safety dashboard and is used to find, fix, and follow up on hazard identified and tracked on UTA's hazard logs.

3.3.3 Continuous Improvement

UTA uses the concepts of continuous improvement throughout its entire organization including safety. UTA's utilization of the safety department hazard log and local department hazards logs allows for this process to be utilized. Safety committees review local department hazard logs on a monthly basis and create corrective actions for identified hazards. All closed hazards are documented and kept for historical reference for the purposes of tracking reoccurring hazards that may require additional mitigation. Safety department hazard logs are also reviewed on a monthly basis by the SSRC. The effectiveness of corrective actions that have been implemented are often used to determine if a specific hazard's risk has been sufficiently reduced needed for closure.

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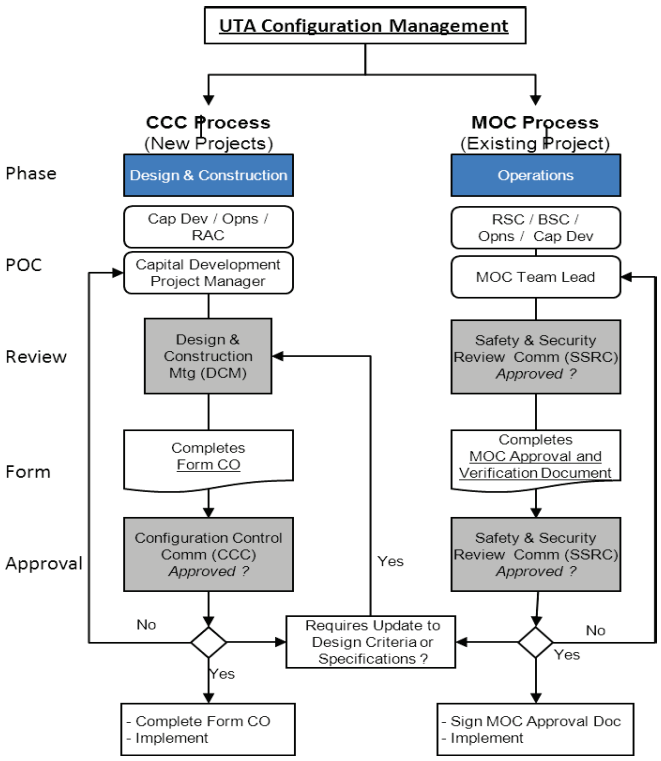
3.4 System Modifications (Management of Change)

System Modifications at UTA refer to changes in existing operating systems that require review and approval by the agency. Generally, the types of systems that operate within UTA consist of bus, light rail, and commuter rail. Included with each system type are the elements necessary to maintain revenue service operations for UTA's customers. Because existing operating systems have previously gone through UTA's rigorous safety and security verification and certification process prior to approval for beginning revenue services, system modifications at UTA utilize the Management of Change (MOC) process. The Safety and Security Review Committee (SSRC) chaired by the Safety Manager provides direction and oversight of any system modification.

The system modification process at UTA is designed to evaluate proposed changes and either mitigate entirely or minimize any impacts those changes will have on the people, procedures, equipment, vehicles, and environment of the system affected by the proposed changes. The safety and security concerns for these changes will be addressed and resolved prior to initiation of the change, or implementation within the system. All modifications of rail vehicles that meet the MOC criteria must first be reviewed and approved by the Manager of Technical Services prior to being presented to the SSRC for final approval. This process is outlined in light rail SOP 4800-0300-351 "Configuration Control of Light Rail Vehicle Fleet".



Configuration Management at UTA coordinates new systems or extensions by Capital Projects Department before they are implemented in the existing operating environment and is managed through the Configuration Control Committee (CCC) process during design and construction. The CCC process is more fully explained in the Capital Development SOP No. #003 and outlined in Configuration Control Committee (CCC) (4.1.2.8). The CCC process is managed at UTA by the Capital Projects Department and has representatives from each process involved at UTA. Capital Projects Department personnel will follow project guidance as outlined in the Project Control User Manual, Document Control (Section 4.0) and the development of files and file codes for projects as well as the electronic storage of documents in the SIRE system.

The flowchart on this page illustrates the current configuration management process.

3.4.1 MOC Authority

Authority to manage system changes is derived from the ED of Utah Transit Authority. The responsibility for implementing and enforcing MOC processes falls under the authority of each UTA executive and manager. Responsibility for change approvals falls under the authority of the Safety and Security Review Committee (SSRC), which is comprised of a group of experienced design, maintenance, and operational personnel from Bus, TRAX, FrontRunner, and Capital Projects Departments.

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3.4.2 Management of Change (MOC) Process

The MOC process is an internal review and approval process managed by the SSRC. Proposed configuration modifications to existing bus, rail, and facilities infrastructure, systems, equipment, or vehicles will be reviewed and formally accepted for implementation by the SSRC committee. Each proposed change must be evaluated to determine the impact on an existing system regarding the areas of maintenance, operations, safety, and environmental, and security effects prior to any changes.

The goal of the MOC process is to ensure that UTA systems continue to provide a level of safety equivalent to or better than the existing system. The MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment. This process is intended to prevent unauthorized changes that could compromise safety or introduce a hazard without approval.

The MOC process complies with UDOT SSO's program standard; FTA's general requirements, guidance, and circulars; and FRA guidelines to ensure that safety hazards and concerns are adequately addressed in modifications to existing systems, vehicles, and equipment.

The process for implementing MOC solutions is as follows:

1. During normal operations, inspections, audits, or accident evaluations the bus and rail safety committees (BSC, RSC), or Capital Projects develop corrective action plans (CAPs) or planned modifications. If the cost of the CAP requires interdepartmental, intergovernmental coordination, or exceeds $ 5,000, the RSC / BSC will form a MOC team with a team lead (TL).
2. The TL will coordinate the resolution and complete the MOC approval and verification document (MOC document, format provided at end of this section).
3. The MOC action will be entered on the MOC log with a number assigned, as maintained by the Safety Department.
4. The issue and recommended solutions will be coordinated with the different affected departments during the development of the MOC document.
5. The MOC document, with recommended modification or corrective action, will be presented by the MOC TL at a SSRC for review and approval. It is recommended that the issue be brought to SSRC at the earliest opportunity to discuss the issue and provide direction, prior to presentation for approval.
6. The SSRC will review the proposed action, based on the considerations listed in the following section.
7. If approved by the SSRC, a minimum of two members will sign the MOC document.
8. MOC TL will implement the CAP, documenting compliance with the provisions stated.
9. When completed, the MOC TL will provide evidence to the SSRC of implementation and required integration testing or operational checks. As-built plan drawing changes and As-In-Service software (if applicable) will be given to the department responsible for future maintenance of the change.
10. Red-line drawings and As-In-Service software (if applicable) will be received from the contractor or other worker. These drawings and software will be filed within SIRE (electronically preferred) and provided to Capital Projects Engineers and or Facilities Maintenance Drawings.

The MOC log and corresponding hazard logs will be updated with close-out date of the completed action.

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3.4.3 MOC Action Considerations

The SSRC will consider, at minimum, the following issues when evaluating a MOC action for approval:

a. Safety issues or hazards associated with the changes, including impact to safety-functional or safety-critical hazard mitigation processes
b. Environmental compliance issues
c. Security issues
d. New or modified maintenance concerns
e. Operations impacts of the change
f. Impact on operating rule book or standard operating procedures
g. Impact on public
h. Impact on personnel
i. Impact on other systems, including Positive Train Control (PTC)
j. Funding source
k. Schedule for implementation
l. Effect on safety certification process and critical items list (CIL)

3.4.4 MOC Log

The management of change log will record each requested and implemented action. A number will be assigned corresponding to the current year, then sequential number (12-001, 12-002, etc.). The MOC log will be maintained by the Safety Department on the safety drive (S:\\).

3.4.5 Notifying Departments

The MOC approval and verification document will be used to ensure notification to and coordination with affected departments. The document will provide the review of the action and recommendations to the department representative. The designated department representative will sign off on the document.

3.4.6 MOC Approval and Verification Document

The management of change process for each action will be presented to the SSRC with an approval and verification document in the following format with the requested information. Coordination, approval, and verification signatures will be completed at the appropriate time during the process

A sample MOC approval and verification document is provided in B-5:.

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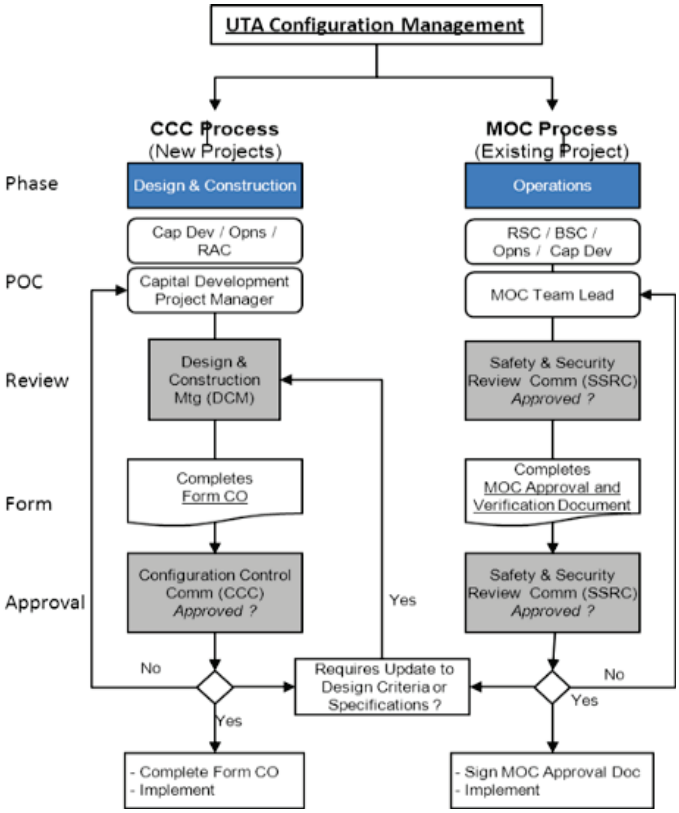
3.5 CONFIGURATION CONTROL

Configuration control within UTA is managed through the Configuration Control Committee (CCC) process during design and construction, and the management of change (MOC) process during operations. The CCC process is managed for UTA by the Capital Projects Department. The MOC process is managed by the Safety and Security Review Committee (SSRC) chaired by the Safety and Security Director.



The CCC process is managed for UTA by Capital Projects and coordinates new systems or extensions before they are implemented in the existing operating environment. Project managers employ the Project Management Plan (PMP) to guide capital project development and implementation. The Project Management Plan (PMP) will be used in conjunction with the Project Control User Manual by the Project Control Specialist. This manual is updated periodically and contains direction for as built and document control procedures. Specific guidance for document control procedures, File Creation (4.2), File codes, SIRE use (4.2), is provided in The Project Control User Manual Section 4.0. Smaller projects may include an abbreviated PMP specific to the project. Representatives from each involved department and safety are represented in the CCC process. Notification of project changes to existing structures or facilities which might have potential safety or security impacts to effected UTA personnel is critical. Additionally, public, or other effected groups shall be notified of any change which might have potential safety or security impacts. Effected personnel are invited to participate in project meetings and coordinate any changes. Additional training may be required. Operations and maintenance procedures, bulletins or SOP's may need to be developed. The general public may be affected. The Public Relations Department will assist with communications to outside agencies or effected groups and is an essential element of communication which must take place from the beginning of any project and at various stages of a project through completion and implementation of services impacted by a project. Any negative or hazardous impacts observed by a change must be reported to management personnel as soon as possible.

The flowchart illustrates the current configuration management process. For detailed discussion of the management of change process and documentation, see section SYSTEM MODIFICATIONS (MANAGEMENT OF CHANGE) 3.4.

The process always asks if any modifications to the design criteria are required. If so, changes are vetted through the Design and Construction Meeting (DCM) and incorporated into the next update of the criteria.

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3.6 System Safety and Security Certification

3.6.1 Safety and Security Certification Program

The Safety and Security Certification (SSC) program is intended to help ensure that safety and security concerns, hazards, threats, and vulnerabilities are adequately addressed prior to the initiation of passenger operations for new rail and bus transit systems and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment. Such projects include:

- New rail and bus transit systems or system expansions
- Major reconstruction of existing lines
- Major redesign and installation of system components
- New or significantly reconstructed maintenance and operating facilities
- New vehicle procurements or mid-life overhauls
- Other projects deemed to have significant safety implications, including projects implemented by others that have a direct impact on the operations of UTA

UTA's System Security Plan and Emergency Preparedness Plan (EPP), separate documents, integrate and interacts the process for managing threats and vulnerabilities into the safety certification process.

Safety certification takes place throughout a project. It begins at the initiation of design of a project, is carried through construction, mitigating hazards in the process, evaluated during start up and testing, and transitioned into operations.

UTA will also ensure that UDOT is invited to participate, as appropriate, in SSC-related meetings, document reviews such as engineering/design, and on-site project activities during the construction phase. UTA understands that UDOT may issue specific findings, guidance, or directives to the transit agency in order to address safety and security issues related to certifiable elements, certifiable items, and potential workarounds and will include those into the project SSC program as appropriate.

3.6.1.1 Safety and Security Major Capital Project Plans and Documents

UTA will develop a Safety and Security Certification Plan (SSCP) for each construction or installation project. If the project is light rail related, UTA will provide a copy of the SSCP plan to UDOT for review and comment feedback.

For FTA-funded capital projects that require an SSC program, UTA will also develop a Safety and Security Management Plan (SSMP) as part of the larger Project Management Plan requirements.

For capital projects that do not require an SSC program for FTA-funding, UTA will access the project scope factoring in the size and complexity of the project to determine what elements from the SSC program to apply to ensure that the necessary safety and security elements are implemented into smaller projects. The level of the SSC program implemented for each project will be documented in the SSCP along with the decision to exclude certain portions of the certification program.

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The following documents guide the safety certification process during a major capital project:

Project Plans (with Safety Input)	Abbreviation	UTA Owner
Activation Plan	RAP	Project Dev (Cap Dev)
Bus Fleet Management Plan	BFMP	Project Manager
Construction Emergency Mgmt & Response Plan	ERP	Contractor by Project
Construction Safety Program Manual / Program Manual	CSPM/ CSSP	Contractor
Document Control Plan	DCP	Capital Projects
Emergency Preparedness Plan	EPP	Public Safety
Operation & Management Plan	O&MP	Project Manager
Operational Hazard Analysis	OHA	Safety Admin.
Preliminary Hazard Analysis	PHA	Project Manager
Project Management Plan	PMP	Project Manager
Rail Fleet Management Plan	RFMP	Project Manager
Rail Service Plan	RSP	Rail Ops
Real Estate Management Plan	RAMP	Project Manager
Safety & Security Certification Plan	SSCP	Project Manager
Safety and Security Certification Verification Report	SSCVR	Mgr Qual and Const Oversight
Safety & Security Mgmt Plan	SSMP	Project Manager
System Integration Test Plan	SITP	Contractor
System Security Plan	SSP	Manager of Security

3.6.2 Hazard Analysis

Risk analysis during the project's design and design safety reviews provides the basis to develop a preliminary hazard analysis (PHA) for the project. This PHA, typically maintained in a matrix log for the project, identifies hazards and potential hazards along the corridor, at platforms and in park and ride lots. The hazards are rated based on the risk analysis matrix (see 2.1.4.3 UTA Hazard Analysis Matrix) and possible solutions to these hazards are proposed. The solutions are then evaluated and incorporated into the design to mitigate or reduce the hazards to the maximum practicable extent.

Similarly for security aspects of the project, and UTA system as a whole, a threat and vulnerability analysis (TVA) is conducted on each project. Elements identified in the TVA that can be designed out of the system, are incorporated into the construction of the project.

During the initiation of testing and systems integration, additional operating hazards are identified and incorporated into the hazard analysis matrix. This is the start of a transition from a PHA to an operating hazards analysis (OHA). Resolutions to these hazards are incorporated into the construction or testing efforts, or a procedure for operations is written to be used during operations.

At the completion of systems integration testing, and prior to pre-revenue operations, the PHA/OHA is reviewed to determine all the hazards that have been eliminated, mitigated, or accepted. The solutions implemented (design, rule, procedure) are noted on the matrix. The OHA remains active throughout pre-revenue and 90 days into revenue operations. The remaining hazards, not mitigated or accepted after 90 days, will be incorporated

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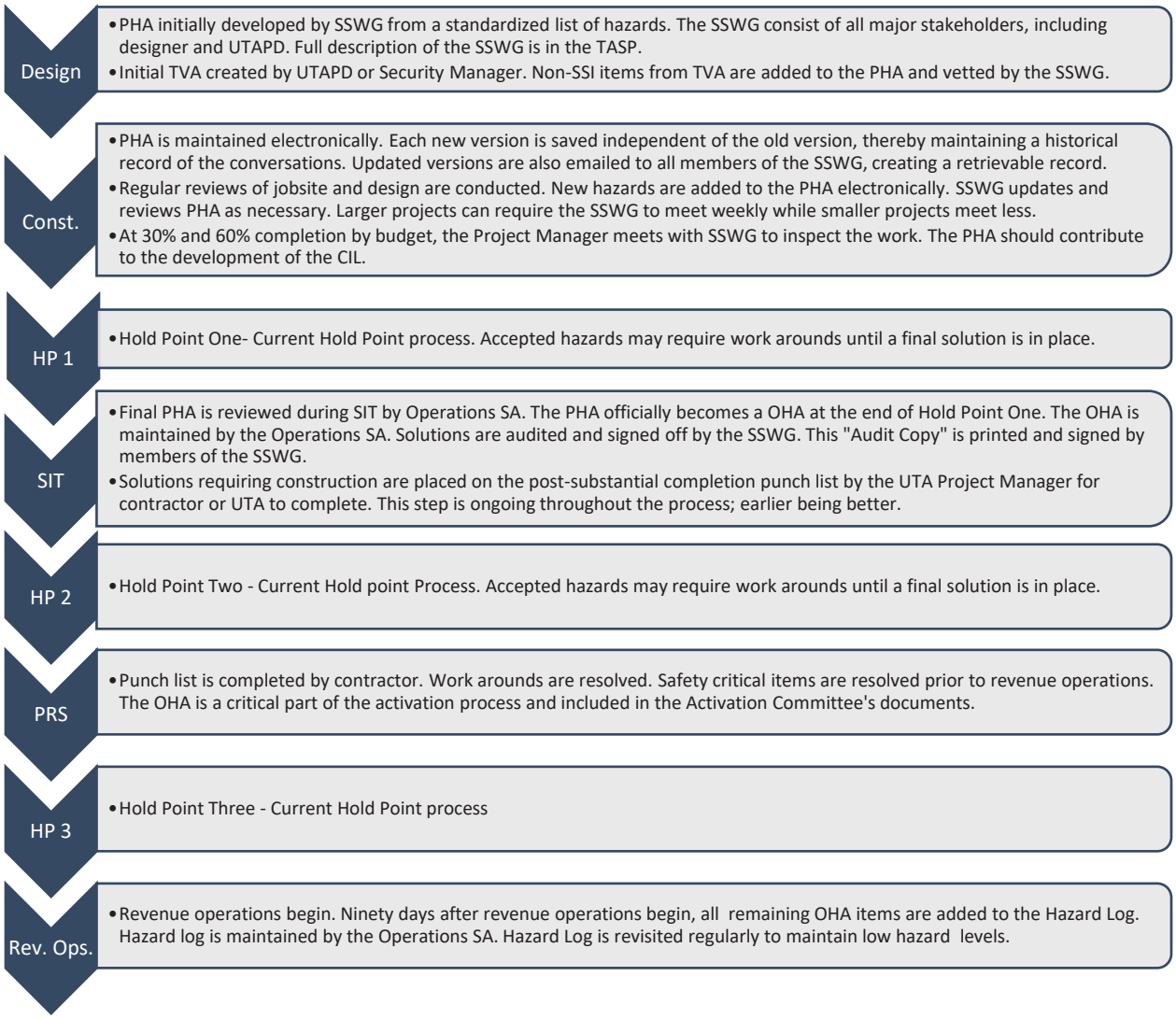
into the safety department hazard log for that mode of transit (commuter rail, light rail, bus) to be tracked and resolved in the hazard management process (see 2.1.4.3 UTA Hazard Analysis Matrix). An illustration of this process follows this section.



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3.6.2.1 Facilities Hazard Analysis

3.6.3 Project Certification / Hold Point Process

UTA's hold point process is important to verify that all prior steps of the certification process are complete, with any necessary hazard/open item mitigations established before the next phase begins.

UTA's "Hold Point" safety certification process is documented in the Activation Plan (AP), a separate document for each project, through the Activation Committee (AC). The AC will follow a proactive approach to examine, identify, and document safety and security critical certifiable elements and sub elements; utilizing UTA's approved certifiable items lists (CILs) for each certifiable element.

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The RAC will maintain a master safety and security certifiable items list (CIL) for internal distribution, review, consideration, and incorporation of key safety critical elements and items into the Safety and Security elements of UTA's Design Criteria and checklists. (See B-3:). These documents are used to improve safety and functionality of system design, promote effective and efficient use of resources, reduce the number of workarounds and change orders, and reduce hazards in service and maintenance.

Hold Points are conducted before each commissioning phase of the project. Structured reviews and associated approvals will ensure a comprehensive review of all conditions before each phase is started to minimize, mitigate, or eliminate potential safety, testing or operating issues. These phases include the following:

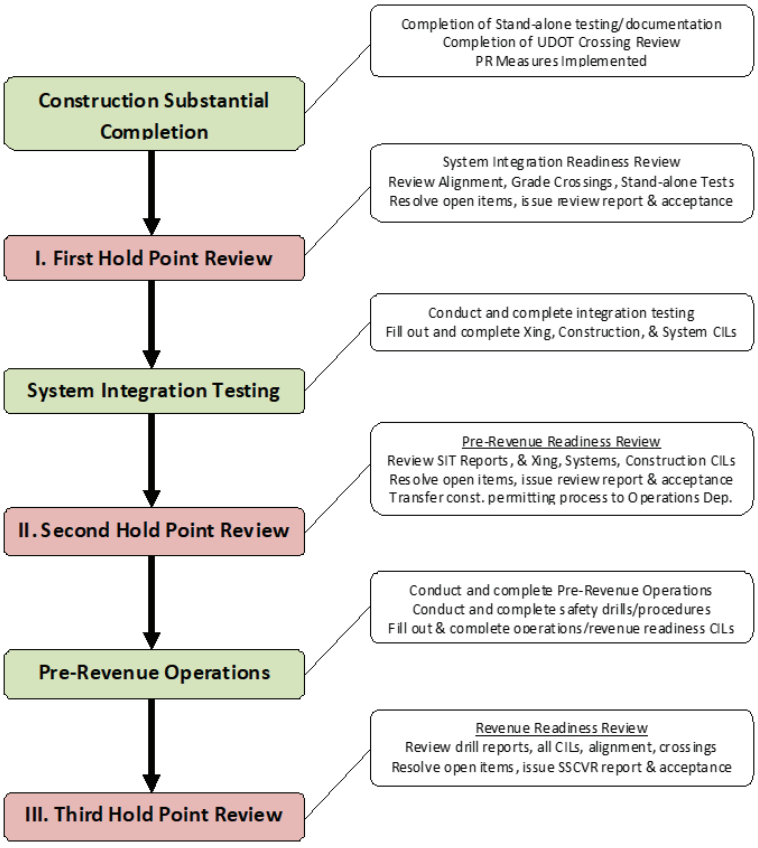
a. System integration/testing (SIT) Hold Point 1
b. Pre-revenue operations (PRO) Hold Point 2
c. Revenue operations (RO) Hold Point 3

A comprehensive review of all conditions will be conducted during the hold point period to eliminate or resolve all potential safety issues. Each of the three commissioning phases of a project presents a new set of operating conditions which can introduce safety concerns and/or hazards unforeseen during the design and construction process. The rail systems activation specialist is responsible for conducting all hold point reviews. He/she will coordinate the overall safety review effort, including the issuance and distribution of each report, indicating approval, by signature, to move to the next phase of commissioning.

During the activation hold point process, a report will be generated for each of the three hold points. Generally, each report will consist of the following detail:

a. Participants - those who are required to participate in the safety review.
b. Zones/reaches/areas which are reviewed.
c. List and verification of items or activities (CILs, testing) required and successfully completed.
d. Findings as a result of the review of the area, which require corrective action or approved workarounds.

Each report will be signed by the RAC members, and then by the approval authority, typically the Safety and Security Director before moving to the next phase of commissioning. Samples of the Hold Point approval documents are provided in B-4:.



The Mgr Qual and Const oversight prepares the final project safety and security certificate verification reports (SSCVR), with an exception/restriction resolution schedule and acceptable workarounds. The reports also

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summarize the project readiness for revenue service by issuing certificates of compliance for each certifiable element, to the SSRC for review and acceptance. At the final hold point, the SSCVR is then submitted to the UTA ED and GM for formal approval by UTA's executive management. UTA will also make available the SSCVR testing and certification documentation for UDOT review and comment at least 120 hours (five days) prior to revenue service.

The SSCVR must include:

- Completed certificates of conformance or certificates of completion
    - Signed by all required stakeholders
    - Include an overall project certificate
    - Include individual certificates for each safety-certifiable element, such as, but not limited to, track, tunnels and structures, signaling systems, power systems, rail vehicles, facilities, stations, grade crossings, documents and plans, staffing and training
- Completed certifiable items lists with references to verification completed
- Include a list of all safety-certifiable elements that have not yet been completed, along with a description of mitigations and/or plans to complete each unfinished item

UDOT will respond with its comments no later than 48 hours (two days) before revenue service is expected to begin. If UDOT or a signatory to the SSCVR identifies open items that have not been mitigated, or testing/certification that has not been completed, revenue service cannot occur until those items have an implemented mitigation or are completed.

The ED will issue the project's final safety and security certification verification statement to the appropriate oversight agencies, authorizing UTA to commence passenger service pursuant to UTA's TASP.

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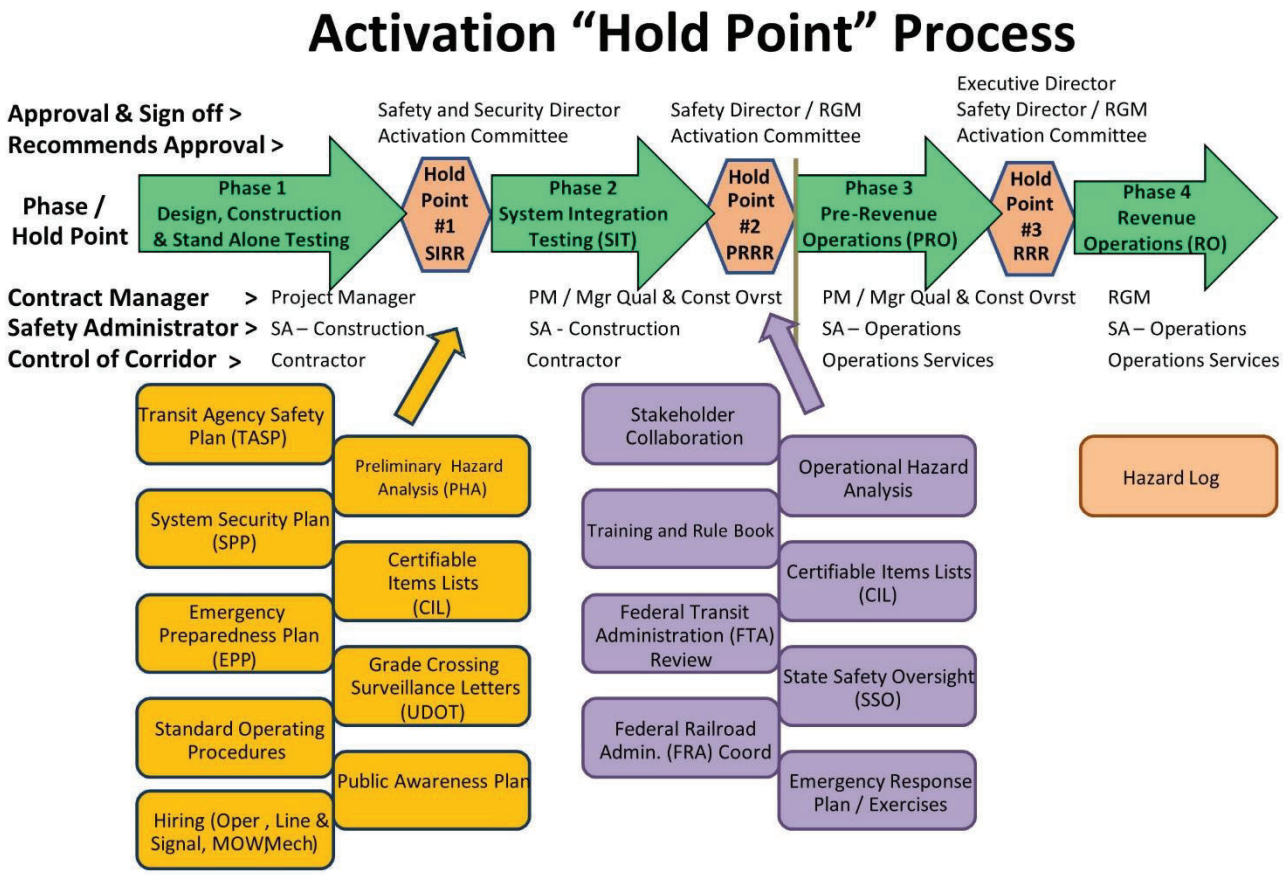

3.6.4 Quality Assurance

Large projects at UTA have a quality assurance/quality control (QA/QC) function built into the design and construction of the project. Specific personnel are responsible for QA/QC activities. In general, QA/QC activities in large projects follow standard industry practice and are subject to review by the FTA and others. Quality control during construction projects is a requirement of the contractor and submitted in the Quality Management Plan (QMP) and approved by UTA prior to initiation of construction. UTA retains qualified inspectors and testing firms to provide Quality Assurance by document submittal reviews and periodic testing of materials throughout the project. On large federally funded projects, UTA and construction personnel will visit the manufacturing sites of rail & bus products to ensure quality prior to these products being shipped to the site.

The Supply Chain Department handles quality assurance for day-to-day procurement, inventory and warehouse activities. Received goods are compared to items ordered, lot numbering or other certifications as required on safety critical items. Where applicable, receiving personnel assure that lot number documentation is provided before materials are received or accepted. Periodically, purchasing personnel or Safety Administrators will randomly sample hardware, slings, lifting devices, and other devices for compliance with specifications. Items will also be periodically functionally tested to assure they meet standards.

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3.7 RULES COMPLIANCE

3.7.1 TRAX RULES COMPLIANCE

3.7.1.1 Documents and Publications

3.7.1.1.1 TRAX Rule Book and Standard Operating Procedures (SOPs)

The TRAX Rule Book and Standard Operating Procedures (SOPs) describe policies, rules, and practices regarding the TRAX light rail system. The TRAX Rule Book and SOPs are maintained by Rail Service Operations. The TRAX Rule Book is reviewed annually, and SOPs are reviewed as needed, with a deep review to be held every three years by the Light Rail Services Policy and Procedure Review Forum (PPRF) and approved by the Regional General Manager (RGM). Changes, additions, or revisions that have been reviewed and approved by the PPRF and the Light Rail General Manager are circulated to all employees, requiring each to provide their signature (either holographical when a paper version is distributed or digitally after completing a Computer Based Training (CBT) module reviewing a change) confirming they have read and understand the TRAX Rule and SOPs. Train operators and employees working in the right-of-way are required to carry a current rule book.

3.7.1.1.2 TRAX Daily Operating Clearance:

TRAX issues a Daily Operating Clearance (DOC) that lists and describes advisories, bulletins, work permits and general comments. A Rule and SOP of the day are included on the Clearance. Yard and tail track movements are issued on a separate form. Employees are required to sign a daily log sheet confirming that they have read and received the daily operating clearance and yard and tail track movements for that date. UTA complies with all FRA rules, regulations and programs with exceptions as described in the joint use waiver.

3.7.1.2 Rule Compliance Checks

3.7.1.2.1 Operations: Operational Rule Compliance Testing

Observation tests are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. Supervisors will conduct observed (the supervisor is in plain view of operators) and unobserved (a supervisor is making observations from a position that is not known or cannot be seen by operators) to ensure overall compliance. Each field supervisor is required to perform at least three observation tests every week during their field shifts at random times on random days based on train operations. All observation tests will be documented on the Operational Testing Form or by entering their observations into the Rules Observation Program (ROP). All paper records of operational tests are retained for three calendar years from the day of the test. Digital storage of entries into the ROP will be retained for three years from date of entry.

Operations training supervisors conduct biannual efficiency checks of all train operators to determine an employee's ability to comply with rules, regulations, and procedures. The efficiency check results are recorded by the operations supervisor and retained in the operator's training record folder. All operator training records are maintained by the operation training supervisor.

Operation field supervisors/controllers are evaluated for rules compliance by undergoing periodic controller and system evaluations conducted by the operations supervisor trainer. Applicable evaluation forms are completed by the operations supervisor trainer and signed by the evaluated supervisor. Completed and signed evaluation

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forms are filed in the evaluated supervisor's training record folder. All supervisor training records are maintained by the operations supervisor trainer.

3.7.1.2.2 Maintenance of Way

Maintenance employees are randomly checked for compliance with rules set forth by the FRA. Twice a year, maintenance of way supervisors conducts random audits of employees working in rail transit rights-of-way for compliance with roadway worker regulations. As part of conducting rules compliance audits, supervisors fill out a corresponding form containing a rules compliance checklist for each employee. Rules compliance checks, passing and non- passing findings are tracked in a log maintained by the maintenance department.

3.7.1.2.3 LRV Maintenance

LRV Maintenance supervisor and leads conduct daily, weekly and monthly rules checks during their shift. These rules checks are documented on the LR vehicle maintenance pass down. Various items checked are employee adherence to using Blue Flag, Lockout Tag-Out, placement of chains (including forklifts), and crane inspections. This process is followed for all LRV running maintenance at each light rail shop. There is a QA/QC Supervisor that audits the weekly checks and reports the findings to the assistant managers for follow up and corrective action. This information is stored on the vehicle maintenance SharePoint page under QA/QC.

3.7.1.3 Reports and Data Analysis

Results of the operational tests are compiled on a rolling quarterly basis and reviewed by the Manager of Rail Operations or other designated person(s) and forwarded to the Safety Administrator every calendar quarter. A written form of the discussion and review will be provided to the Safety Department within 30 days after the end of the quarter. Additional information regarding operational tests is available to the Safety Administrator as needed on request.

3.7.1.4 Enforcement

3.7.1.4.1 Violations

Rule violations are addressed through the corporate positive people management process (PPM) which includes coaching, retraining, and formal discipline (performance agreement and termination) that may result in termination. See UTA Corporate Policy 6.3.1. Rail Operations maintains a log for all stop indications and wrong route violations and may further investigate any rules violation that is reported, or that may be part of an accident or incident. Additionally, all accidents and incidents are reviewed by supervisors and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary.

3.7.1.4.2 Hazard Management

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the safety department hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

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Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

3.7.2 FrontRunner Rules Compliance

3.7.2.1 Documents and Publications

3.7.2.1.1 General Code of Operating Rules (GCOR)

FrontRunner uses the GCOR as their primary rule book for both operations and maintenance. The GCOR is updated frequently through biannual national committee meetings and published every five years. UTA has a representative at these meetings.

3.7.2.1.2 System Special Instructions (SSI) and General Orders

FrontRunner publishes a set of system special instructions (SSI) annually which are rules and instructions that are specific to operations. These changes include GCOR rule revisions, safety rules, signals, yard procedures, etc. Between publications of the SSI, a general order may be issued to add or revise a rule if needed. All operations employees must read, sign for, and carry all issued general orders until such time as they can be incorporated in the next version of the SSI.

3.7.2.1.3 FrontRunner Timetable

Operations employees must remain aware of and familiar with the FrontRunner timetable. The timetable contains information such as speed restrictions, station locations, switch speeds, siding locations, and other specific information that pertain to FrontRunner track.

3.7.2.2 Rule Compliance Checks

3.7.2.2.1 Operations: Efficiency Testing

To enforce rule compliance all FrontRunner operators and controllers are subject to efficiency testing. Efficiency testing is regulated by a designated testing officer and carried out by a select group of efficiency testing supervisors. Each efficiency testing supervisor is tasked to complete a minimum of four efficiency tests per quarter. At the end of the quarter the designated efficiency testing officer compiles a report summarizing the results for the quarter. The report is then kept on file for review by the FRA.

All operations employees must attend yearly “rules classes.” These classes cover all rule changes, additions, deletions, and revisions. Employees must pass a test given at the end of the class by a score of at least 90 percent.

3.7.2.3 Enforcement

3.7.2.3.1 Violations

Rule violations are addressed through the corporate positive people management process (PPM) which includes coaching, retraining, and formal discipline (written notification and performance agreement) which may result in termination. See UTA Corporate Policy 6.3.1. De-certifiable violations are recorded in the personnel file. All accidents and incidents are reviewed by the Controller Standards Group and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary. Additionally, all major

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accidents are reviewed at an Accident Evaluation Group. Frontrunner also enforces the following 49 CFR regulations: 49 CFR Part 240.129 – Criteria for monitoring operational performance of certified engineers.

49 CFR Part 240.117 – Criteria for consideration of operating rules compliance data.

49 CFR Part 217.9 – Program of operational tests and inspections: recordkeeping.

3.7.2.3.2 Hazard Management

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

3.7.3 Bus Rules Compliance

3.7.3.1 Documents and Publications

3.7.3.1.1 Bus Operations Employee Handbook and Standard Operating Procedures (SOPs)

In the Bus System, the Bus Operations Employee Handbook and Standard Operating Procedures (SOPs) describe its policies, rules, and practices regarding the Bus system. The Employee Handbook and SOPs are maintained by Bus Operations, reviewed annually, and approved by the Bus Regional General Managers (BGM). Changes, additions, or revisions are circulated to all employees affected by them.

3.7.3.1.2 Detours, Bulletins, Notices and Memos

Route detours are issued daily to all bus operators checking out their work for the day. As needed; bulletins, notices and memos addressing system issues, temporary changes in the operating system and changes in work duties are issued as needed. Not all changes affect all operators therefore bulletins, notices and memos issued do not require a signature from all operators. Employees are required to sign for critical information confirming that they have received, read, and understand the written instructions. UTA complies with all local, state, and federal requirements including but not limited to DOT, UOSH, FTA rules, regulations, and programs.

3.7.3.2 Rule Compliance Checks

3.7.3.2.1 Operations: Operational Rule Compliance

Operational field supervisors are tasked with performing rules compliance checks and observations. Observations are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. There is no set frequency or required number of field observations that must be completed by Operational field supervisors on a daily basis. However,

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Supervisors spend time each day in the system observing and performing compliance rules observations, accident investigation, responding to operational needs as they encounter them, etc.

When an operational field supervisor observes a rules violation the field supervisor will address the issue with the Bus Operator immediately and complete an Observation Report (OR). The completed Operational Report form is then forwarded to the employee's immediate supervisor to address and follow-up with the compliance issue.

Operational Supervisors issue an Operator Evaluation Report monthly to each of their team members. The Operator Evaluation Report addresses the following:

a. Attendance
b. Miss-outs
c. Accidents (Both chargeable and non-chargeable)
d. Complaints
e. Commendations

3.7.4 Safety Rules Compliance Checks and Verification

The Safety Department ensures Operations and Maintenance departments are in compliance with the rules and SOPs within their individual departments through the use of rules checks and verification audits. Findings from these checks are then forwarded to management for review and corrective action.

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3.8 Facilities, Structures and Equipment Inspections

UTA's bus and rail facilities and equipment will be inspected on a regular basis according to company policies and SOPs, equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations.

Rail Facilities Maintenance employees utilize a “Facilities Maintenance Plan”. Assignments are made to individual maintenance employees to ensure the purpose and scope of the plan is fulfilled.

3.8.1 Facilities and Equipment to Be Inspected

Operating facilities and equipment routinely inspected and tested by employees, supervisors, management, and safety and environmental personnel include the following:

a. Bus and rail maintenance/support shops/administrative offices, and equipment within the shops
b. Fire system equipment
c. Safety eyewash and shower systems
d. Floor and portable hoist systems and cranes
e. Heating, air conditioning, lighting, and ventilation systems
f. Hydraulic presses, grinders, welders, wheel-truing equipment, lathes, etc.
g. Hazardous materials handling and storage, etc.
h. Locomotives, cab-cars, passenger cars, light rail vehicles, and buses
i. Support equipment (i.e. rolling stock) including high-rail vehicles, track maintenance vehicles, bucket trucks, loaders, forklifts, aerial lifts, etc.
j. Infrastructure including rail station platforms, track, switches, OCS, bridges, grade-crossing equipment, etc.

3.8.2 Techniques, Schedules, and Procedures

Preventative maintenance inspection schedules are generated through the computer system per equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations. A maintenance supervisor identifies upcoming PM inspections and assigns the work out to their crew for completion. Inspectors use checklists (see 0) to identify potential physical hazards, unsafe equipment, unsafe acts, and policy and procedural deficiencies with the facility or equipment being inspected. Completed inspection reports and checklists are returned to the supervisor for review. Each department is responsible for maintaining inspection and repair records to confirm the inspection process.

3.8.2.1 M.O.W. (Line, Signal and Rail Maintenance) Standards and procedures

Line and Signal uses a maintenance of way plan “MOW Procedures” that outlines specific testing and maintenance procedures in accordance with FRA regulations. These are in accordance 49 CFR parts 233 - 236.

Right of way rail maintenance uses a maintenance plan “rail maintenance standards” to maintain the track in accordance with FRA regulations 49 CFR part 213. The standard outlines all aspects of proper maintenance and inspections regarding track.

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3.8.3 Tracking and Resolving Hazards Identified During Inspections

Most safety hazards and concerns are resolved immediately by employees, and supervisors, and require no formal tracking process. Safety-critical hazards that cannot receive immediate attention are forwarded to the appropriate supervision and will be reported to the Safety Administrator or safety committee. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the safety department hazard log for tracking purposes and managed by the SSRC committee. A corrective action plan, responsible person, and completion date will be assigned. Follow-up inspections will verify that the hazard has been resolved.

3.8.4 Railroad Bridge Safety Management and Inspection Program

The railroad Bridge Safety Management Program (BSMP) has been developed and implemented by UTA to minimize damages and identify and repair deficiencies in bridges carrying UTA traffic, to safeguard their ability to carry UTA traffic, and to minimize risk of human casualties.

Capital Projects Department personnel have the responsibility to manage and inspect all rail bridges in accordance with 49 CFR Part 237, Bridge Safety Standard. Rail Bridge Engineers will assure that each structure is scheduled, inspected and any repairs or upgrades need to take place. Prior to all inspections, personnel will obtain a Rail Access Permit (FrontRunner or TRAX). Personnel will be current in training for Roadway Worker Protection and fully implement all necessary safety procedures during the performance of bridge inspections. Safety Department personnel have the responsibility to verify on a periodic basis (two inspections per year) the safe performance of bridge inspection program.

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3.9 Maintenance Audits and Inspection Program

3.9.1 Equipment or Facilities Maintenance Audits and/ Inspections

It has been a long-established UTA policy and goal of the organization to prevent untimely and costly equipment failures. To this end, UTA has established inspection and preventative maintenance procedures for its track, switches and structures, overhead catenary system, signal system, vehicles with their associated mechanical and electrical components, and support equipment. Plans and guides are provided by Original Equipment Manufacturer (OEM) recommendations, Fleet Management Plans, Facility Maintenance Plan and System Operations and Maintenance Plans.

During preventative maintenance processes, hazards observed that are a safety issue which needs further evaluation should be presented to the Safety Committee and the issue or hazard placed on the Local Hazard log. If the hazard is considered high or serious it will be placed on the UTA Corporate Safety Hazard Log. Hazards not resolved within 180 days are elevated to the corporate Safety and Security Review Committee (SSRC).

Revenue vehicles have daily, monthly (or by miles), and annual inspections. Preventative maintenance work orders (PMs) assure these failures do not occur. TRAX, bus and FrontRunner commuter rail personnel work very closely with vehicle and equipment manufacturers and vendors to assure optimal operation. Applicable Federal Railroad Administration (FRA) maintenance requirements and UDOT state motor vehicle requirements are implemented into daily, weekly, monthly, and annual inspections for efficient and safe operation. For example, the LRV maintenance mechanics inspect light rail vehicles. Diesel locomotive maintenance mechanics maintain the FrontRunner equipment and bus maintenance mechanics maintain UTA's fleet of buses. They make sure all of the engines, transmissions, lights, warning devices, brakes, and other safety systems are working properly before putting the vehicles into service. These same vehicles are subject to preventative maintenance (PMs), where maintenance personnel inspect fluid levels, hose and line condition, brake condition, safety equipment, and other vehicle systems to assure that these items function properly. PMs may also call for the periodic change-out of various components in order to prevent failures. All applicable FRA maintenance equipment is inspected and repaired according to applicable CFR sections.

Facility maintenance personnel perform maintenance not only on facility equipment such as heating and air conditioning, elevators or escalators, but they also are responsible for the maintenance of large equipment components used to maintain trains such as the wheel truing machine, cranes, hydraulic or electric lifts, etc. that are critical to maintaining the various transportation modes.

Defects identified during inspections may be repaired immediately, if the situation allows it. For those items that cannot receive immediate attention as required by regulation a record should be made. Items on this list should be forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being generated for each item. This will allow the work order system to track the defect until it is resolved.

3.9.2 Auditors of Maintenance and Operations Activities

Managers and or Supervisors verify that maintenance procedures are performed. Triennially, UTA conducts internal audits to verify that this process is taking place. Additionally, UDOT (SSO) accompanies internal auditors

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to assure that the internal audit process is occurring. This preserves the independent nature of the audit process since other organizational units are primarily involved with implementation of the audit items. Managers and supervisors of the areas being audited are invited to attend the audit; however, they do not conduct the internal audit. Other organizational units are required to cooperate with the rail supervisor or other designee in the conducting of internal audits.

3.9.3 Audit Report—Tracking and Resolving Internal Audit Findings

The internal auditor will schedule and conduct internal audits. UDOT is invited (with 30-day notice) to participate in the audit functions. Upon completion, the internal auditor submits an internal audit report to the business unit general manager for review. The report will include findings, conclusions, and recommendations. A summary of all internal audits performed during the year will be included in UTA's annual report to UDOT. Reports to UDOT will include corrective action plans for hazards identified. Audit activities are reported monthly to UDOT in their monthly meetings with UTA.

3.9.4 Follow-Up /Action Plans

Departments and other organizational units are responsible for implementing their respective approved recommendations and corrective action plans within established time frames. Future audits will determine compliance with this requirement.

3.9.5 Resolving Problems and Disagreements

Disagreements with audit findings may be challenged by the department supervisor or manager to the internal auditor or audit group. A review of the requirements and findings/non-conformances written up will be made. A written reply will be made within 30 days. If a disagreement remains, the issue will be elevated to the GMSSC meeting. A full review of the findings and disagreements will be presented at that time. The GMSSC members will decide an equitable resolution.

3.9.6 Use of a Written Checklist

Written checklists are the preferred tool of conducting an audit. Written checklists of internal audit requirements will be used when conducting all internal audits and or evaluations. The auditor will make every effort to make certain that the department manager has received a copy of the checklist prior (one week) to the audit. If areas of concern arise that are not written on the checklist, and need to be investigated, the auditor may write the questions and make it a written part of the audit process. When a final report is given to the manager, a written record of questions or issues will be given to the department manager. Written checklists aid the department manager in knowing the expectations of regulations and the auditor prior to the audit experience.

3.9.7 Tracking and Resolving Hazards or Concerns

Defects identified during inspections may be repaired immediately, if the situation allows it, by on-site employees and supervisors. Safety critical hazards that cannot receive immediate attention will be noted on the inspection checklist (see A-5:). Items on this list are forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the

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same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being written for each item. This will allow the work order system to track the defect until it is resolved. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the safety department hazard log and managed by the SSRC committee. A corrective action plan (CAP), responsible person, and date will be assigned, and follow-up inspections will verify that the hazard has been resolved.

The majority of safety hazards and concerns are resolved immediately by employees and supervisors, and require no formal tracking process, other than the inspection checklist to show issues have been resolved. Some hazards or concerns that are not resolved in a reasonable manner or that involve other departments or require management review, are reported to the Rail Safety Committee (RSC) and Bus Safety Committee (BSC). If the matter is not resolved at this level, that it is referred to the Safety and Security Management Review Committee (SSRC). Please see the pertinent sections of the TASP describing RSC, SSRC, and hazard management processes.

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3.10 Drug and Alcohol Program and Medical Monitoring

3.10.1 Drug and Alcohol Program

UTA is governed by the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and US DOT Drug and Alcohol standards found in 49 CFR Parts 40, 219, and 655. It is also governed by 49 CFR Part 29, the Drug Free Workplace Act. In response to these requirements, UTA has established a drug and alcohol policy including an addendum for FrontRunner rail services. This UTA Corporate Policy (UTA.01.05 Drug & Alcohol Policy) meets all the above standards and is administered by UTA's designated employer representative (Department of Human Resources). The FTA and FRA regularly audit this policy and its effectiveness. The UTA drug and alcohol corporate policy and addendum for FrontRunner rail services are available to all UTA employees on the UTA intranet, under corporate policies.

3.10.2 Medical Monitoring

Applying appropriate medical standards for safety-critical positions extends beyond a qualifying pre-employment examination. UTA has established ongoing standards for employees who perform safety-critical functions. Medical monitoring of employees whose conditions or physical and emotional health may not be acceptable to operate transit vehicles includes bus, special services, and light rail operators, as well as commuter rail locomotive operators. Biannual physical examinations are required for each of these employees. Annual physicals are conducted on employees whose results fall outside the established DOT requirements. Standard DOT physicals are performed with emphasis on vision, hearing, weight, drug screening, diabetes, blood pressure vitals, sleep apnea and a physical exam by a physician. Employee's emotional health is evaluated using the employee assistance program provider. This program allows for 24 hours-a-day, 7 days-a-week availability for employee evaluations or counseling. Evaluations include alcohol/drug abuse, marital matters, personal problems, mental health, financial issues, legal difficulties, and stress/anxiety matters.

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3.11 PROCUREMENT

3.11.1 MEASURES AND CONTROLS FOR THE PROCUREMENT PROCESS

The Supply Chain Department facilitates and oversees all procurement activities at UTA. Supply Chain resides within the Finance Department which operates under the direction of the Chief Financial Officer, who also acts as the Chief Procurement Officer. Procurement and Contracts Specialists facilitate procurement for large projects or contracts. All other buying is accomplished by and through the Inventory Buyers and Contract Buyers. Supply Chain also manages parts and warehousing. UTA Internal Auditing reviews purchasing procedures and practices and makes reports directly to the UTA Board of Trustees.

Employees who enter in a request for goods or services using the requisition self-service portal in JD Edwards are responsible for identifying materials or services that are safety-critical in the Justification section of the request. Safety-critical items include any equipment, service, or operation with a potential for major injury or damage to UTA equipment, passengers or employees. Requestors are responsible to include any supporting documentation to show that the requested materials or services meet Federal and State safety requirements, regulations, and standards in the Justification section of the requisition form. The requestor may enlist the help of the Safety Department to review these services or contracts for compliance with these regulations and standards prior to submitting the request. All purchasing requisitions are reviewed and approved at the department level by the requestor's direct supervisor. The safety department reviews and approves any requests for safety-critical items.

To ensure the acceptable products or services are delivered when orders are placed, vendors are provided with the specifications and required standards as supplied by the requestor in the requisition form. Prior to a contract being released, the contractor must agree to the contract language which requires personnel coming onto UTA property to follow all local, state, and federal safety and environmental laws.

All requests for the purchases of new hazardous chemical products must be recorded into a database, SafeTec, which includes a download of the chemicals safety data sheet (SDS) supplied from the vendor. Once in the database, safety and environmental administrators review the health, exposure, and other hazards for the product, and determine if the product is approved for purchase or rejected, or if safeguards should be implemented.

3.11.2 INSPECTION AND CONTROL OF MATERIALS

The Supply Chain Department handles quality assurance for day-to-day procurement activities. All materials received by UTA are inspected at the time of delivery. Receiving procedures requires inspection of received goods to assure that UTA is getting the items ordered and in the condition desired. Unauthorized hazardous chemicals or defective items are returned to the vendors and not accepted by UTA. Items and equipment received that have significant value and meet the definition of major capital assets defined in the corporate asset tracking policy are tracked in the Capital Asset Accounting System.

To further control safety, all specifications for parts and shop supplies are detailed on each part number in the item master file. Specifications include size, description, safety requirements, install instructions, warranty

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information, supplier requirements, and reorder guidelines. The information can be viewed by all maintenance and purchasing personnel but editing access to the field is tightly restricted to the Inventory Control Analysts and the Senior Supply Chain Manager to avoid accidental removal of data and/or specifications. Each time an item in inventory reaches calculated minimum reorder points, an automated requisition is generated by the inventory system. That form prints with all the information and instructions detailed above.

Periodically, Supply Chain personnel or safety administrators will randomly sample hardware, slings, lifting devices, etc. for compliance with specifications. Periodically items will be functionally tested to assure they meet standards.

The UTA Tools Management Program is used to maintain the inventory of UTA owned tools and certain personal mechanics tools if the tools require periodic calibration or verification. Tools are calibrated according to the manufacturers required specifications and a calibration log is maintained in the tool inventory system. Supply chain parts clerks are responsible for tracking and checking out UTA managed tools to mechanics. Any tools found outside of the manufacture’s specifications or damaged tools are sent out for repair or replacement.

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IV PROMOTION

Pillar IV of the Transit Agency Safety Plan is Safety Promotion. This section describes the responsibilities of staff to the safety program, and encouragement of others to follow established policies. It describes the committee structure established to form the means of discussing, solving and if necessary, elevating safety issues and concerns to resolution. Training and certifications to enhance the qualifications and competencies of UTA staff are described, along with the reoccurring activities at UTA designed to promote and remind all employees about safety in the organization.

4.1 TASP Implementation Activities and Responsibilities

4.1.1 TASP Committees and Position Responsibilities

UTA implements the TASP through a series of committees and department positions who have responsibility for specific areas yet work in a coordinated manner to ensure the safety of the authority. As related in section I 3.2, safety is a key responsibility of all managers at UTA. All employees have the right to present safety concerns to their immediate supervisor, manager, or Safety Administrators. Any employee, supervisor, or manager that brings an incident, accident, safety concern, or hazard, in good faith will not be adversely affected, or be subjected to harassment or intimidation. These retaliations are not tolerated by UTA.

4.1.1.1 Safety Communication

UTA Bus, Rail and Maintenance committees communicate information regarding employee hazards and safety risks through displayed department safety boards. Hazard logs created through committees are displayed and available for employees to review. In addition, department dashboards, memos and training may be provided to employees to communicate safety changes or hazard mitigations.

4.1.2 TASP Committees

UTA implements the TASP collaboratively through a series of committees coordinating bus and rail operation and maintenance services. Concerns, if not resolved by the manager or supervisor, will be referred to and addressed by the respective safety committee. The following hierarchy of committees at UTA are established to address all safety issues.

4.1.2.1 General Managers Safety and Security Committee (GMSSC)

The General Managers Safety and Security Committee is UTA's highest level safety committee, chaired by the general manager, ED. The committee is alternately chaired by the Safety and Security Director. The GMSSC is comprised of the UTA corporate staff, which includes the executives, and the rail and business unit general managers.

The GMSSC reviews and approves safety policies, goals, and objectives. It coordinates the support and resources needed to maintain high safety standards for all aspects of service and system safety. The ED through the GMSSC, is the ultimate authority for safety certification, system modification, and configuration management. This authority includes approving each project's safety and security certification statement.

The GMSSC committee meets quarterly to review reports on safety, accident trends, major accidents, urgent or safety critical concerns or hazards, internal and external audit findings, certification recommendations, items referred from the

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SSRC, and other items of concern to the GMSSC for comment, direction, resolution, and execution. Minutes are maintained and disseminated to members of the committee.

4.1.2.2 Safety and Security Review Committee (SSRC)

The Safety and Security Review Committee is a high-level system safety and security review and coordination committee overseeing on-going safety efforts within UTA. The committee is chaired by the Director of Safety & Security (DSS), and alternately chaired by the UTA security manager. The SSRC is comprised of the DSS, security manager and senior managers representing Rail Services (three managers), Bus Services (three), Capital Projects (one) and information technology (one). The committee oversees or takes the following actions:

a. Forwards to GMSSC unresolved safety and security issues and required certifications
b. Approves corrective action plans (CAP) for major accidents and safety critical items
c. Decides unresolved hazards for bus and rail systems
d. Ensures coordination of safety efforts between bus and rail systems
e. Reviews safety and security certifications
f. Approves management of change (MOC) solutions in the configuration management program
g. Sets standards for and reviews results of or approves the following programs:
    a. Hazard Management
    b. Security
    c. TASP updates
    d. Project safety plans and procedures, including the following:
    e. Rules compliance
    f. Emergency management
    g. Service inspection
    h. Training and certification
    i. Hazardous materials
    j. Drugs and alcohol
h. Ensures resolution of regulatory violations and non-compliance issues. (FRA, FTA, UDOT SSO, NTSB, OSHA, TSA, DHS)

Safety issues and actions are referred to the SSRC by design, construction, bus, rail, and fire / life safety committees. The SSRC may review as it selects, hazard analysis reports, risk assessments, corrective action reports, safety analysis, threat and vulnerability analysis, threat mitigations, hazard resolutions, NCRs, certification documentation, and fire/life safety concerns.

4.1.2.3 Management of Change (MOC) Teams

Configuration management within UTA consists of the CCC process during design and construction, and of the management of change (MOC) process during operations. The MOC process is more extensively examined in section III 4 of this TASP.

This process is controlled by the SSRC during operations. As part of this process MOC teams are assigned to resolve and implement corrective action plans (CAPs) to improve the system or correct an identified hazard. CAPs are developed by the respective safety committees (RSC, BSC) and approved by the SSRC. Responsible staff to lead the MOC team are recommended by the safety committee and approved by the SSRC. CAPs costing more than $5,000 require SSRC approval.

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MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment that may not require formal safety certification, but which may have safety impacts.

4.1.2.4 Bus Safety Committee (BSC)

The bus safety committees coordinate on-going safety efforts within the operations and maintenance services of the bus system. They meet monthly to update and mitigate hazards in their facilities and on their systems. Committees are formed for the Ogden, Salt Lake, Building-8, Timpanogos, and Special Services business units.

The BSC committees are chaired by the regional general manager's delegate, the committees consist of the following:

1. Up to any manager within the unit
2. One operator and one maintenance staff from each facility:
    a. One Admin Representative
    b. One Union Representative
3. The Safety Administrator over Bus, who serves as a technical advisor and Co-Chair to the committee

The BSC chair position may be rotated annually, through the department's represented in the committee, with the new appointment made at the beginning of each year. The union appoints bargaining unit employees to the BSC annually to serve as safety representatives from the ranks of each department.

Committee members are granted an opportunity to speak, and to present safety issues to the BSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the BSC and be available to others.

The BSC will maintain a local hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the BSC. Issues not resolved in the BSC, or safety critical hazards, are referred to the SSRC.

BSC actions will include the following:

a. Reviews facility and operations system safety issues identified by members, staff, audits, or inspections
b. Maintains local hazard log for all facility and operational hazards
c. Assigns responsibility for correcting hazards
d. Reviews open items for completion
e. Ensure safety and regulatory rule compliance (FTA, OSHA)
f. Regularly conduct inspections of facilities and operations to verify corrective actions, and to review safety in the system
g. Report hazard log status and system safety review results to the SSRC

4.1.2.5 Joint Labor-Management Safety Committee

The joint labor-management safety committee was established in response to the Bipartisan Infrastructure Law and is responsible for approval of any revisions or updates to the UTA Transit Agency Safety Plan (TASP) prior to approval by the UTA Board of Directors. Any revision to the TASP must be approved by a majority of this committee. This committee meets quarterly and is responsible for:

1. Setting safety performance goals and risk reduction targets

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2. Identifying and recommending risk-based mitigations or strategies to reduce the number and rates of accidents, injuries, and assaults on transit workers
3. Identifying safety deficiencies for purposes of continuous improvement
4. Identifying strategies to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions
5. Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended.

This committee is comprised of an equal number of frontline bargaining unit employee representatives and management representatives. Bargaining unit representatives are appointed by the union to serve as safety representatives from the frontline ranks of each department at UTA. Management representatives are appointed by the UTA Chief Operations Officer and UTA Safety and Security Director. Individuals serving on this committee should have a working knowledge of safety issues, both in transit generally and specific to UTA.

4.1.2.6 Rail Safety Committee (RSC)

The rail safety committees (RSC) coordinate on-going safety efforts within the operations and maintenance services of the rail system under the direction of the RGM. They meet monthly to update and mitigate hazards in their facilities and on their systems. A committee is formed for TRAX (light rail) and for FrontRunner (commuter rail). The RGM appoints a chairman who may be a senior manager, or alternately chaired by the maintenance facility manager. The committees consist of the Operations manager or their appointed delegate, two representatives (one Union rep, one admin rep) from operations, LRV maintenance, Facility Maintenance, Maintenance of Way and a Safety Administrator, who serves as a technical advisor and Co-Chair to the committee. The corresponding maintenance facilities (Midvale, Jordan River, and Warm Springs rail service centers) are represented respectively on their RSC. The RSC chair position is rotated annually, through operations and the department represented in the committee, with a new appointment made at the beginning of each year. The union appoints bargaining unit employees to the RSC annually to serve as safety representatives from the ranks of each department, voicing safety concerns to the RSC.

Committee members are granted an opportunity to speak, and to present safety issues to the RSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the RSC and be available to others.

The RSC will maintain a local hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the RSC. Issues not resolved in the RSC, or safety critical hazards, are referred to the SSRC.

RSC actions are similar to those listed under the BSC above. Additionally, the RSC examines compliance with General Code of Operating Rules (GCOR), (FRA 49 CFR Part 214, 49 CFR 200-399; FTA 49 CFR 673).

4.1.2.7 Construction Safety Committee (CSC)

The Construction Safety Committee coordinates on-going safety efforts between construction contractors, reviews construction safety programs, conducts roadway worker protection training, and reviews claims summaries. The CSC is chaired by a Safety Administrator, and alternately chaired the UTA safety manager. The committee consists of the Capital Projects senior program manager-construction, Safety Administrators, RWP Manager, claims manager, contractor's safety managers, and construction managers. The CSC coordinates closely with the SSWG and participates in the PHA and TVA reviews.

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The purpose and scope of the committee is to prevent accidents, illness, and casualties to UTA employees involved with all aspects of construction, inspection, and maintenance activities.

4.1.2.8 Configuration Control Committee (CCC)

The Configuration Control Committee (CCC) has been established as a management tool to assist in evaluating recommended changes to a particular project and providing final approval for configuration, budget design criteria changes. The CCC's function is to address the need for continuity through the entire life of the project. It is essential that changes to the project be communicated through the proper channels and that all necessary personnel have been notified. More importantly, the function is to monitor, evaluate, recommend, and carry out any changes in the scope of the project through all project stages.

The Capital Development SOP No. 003 has been developed to guide the CCC process and give direction and authority from the Director of Capital Projects to monitor progress of capital projects. This SOP also outlines the composition of the committee.

4.1.2.9 Activation Committee (AC)

The Activation Committee is a working committee of managers that meets regularly, combining safety and security verification process functions into UTA's construction, systems integration, and testing phases of new projects. The AC is made up of an activation manager and one manager from each of the following four supporting disciplines: Safety, (Capital) Civil, Systems and Operations.

UTA has instituted the use of the Activation Committee and the Hold Point process to bring on rail, new bus and facility projects. The membership of the committee may change slightly to best fit the role of the AC. The remainder of this section describes the project activation process.

Each discipline manager will be responsible for ensuring all certified items lists (CILs), procedures, tests, filing of documents, and any other assigned activities for his/her group are completed in accordance with applicable parts of the activation plan. Three of the four discipline managers, identified above, will each be assigned coordination responsibilities for one of the three activation primary functions-safety and security certification, system integration testing, and services. The AC will oversee and approve all activation documents and activities.

The Activation Manager (AM), with help from the AC, will ensure that the project follows the activation process, that all documents are properly completed and filed correctly, and that all necessary safety and security certifications are properly completed and signed before the project enters revenue service.

The AC will meet regularly to develop and finalize details of the AP specific to the project, and then manage activation activities against the plan. They will also discuss progress, issues, and concerns regarding activation activities and requirements. Meeting minutes will be recorded and filed each time the committee meets. An action items list will be included with the minutes and will be updated and discussed each time the committee meets to ensure responsibility and completion of items deemed critical to successful activation. The committee will create, maintain, and adhere to an activation-specific schedule, which will help to ensure completion of activation and start-up activities prior to scheduled revenue service dates.

Following commencement of revenue operations, the AC provides "lessons learned" input to planning and design teams, and for improved processes for the next activation.

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4.1.2.10 Safety and Security Working Group (SSWG)

The Safety and Security Working Group (SSWG) is established by the Project Manager for each project that significantly changes the interaction of employees or patrons with the UTA system. The SSWG examines the design and specifications of safety and security critical systems on the project. The SSWG is chaired by the PM, project director, or a designee. Primary responsibilities of the SSWG are to establish the preliminary hazard analysis, focus on and mitigate hazards on the project, and coordinate the project safety elements through design, construction, and activation. The threat and vulnerability assessment (TVA), if conducted, is also coordinated by the SSWG.

The SSWG begins during the design phase and conducts regular review meetings, separate from ongoing design efforts, to focus specifically on safety issues. The project manager ensures that safety considerations are continually considered during regular design reviews. Design modifications that are recommended to be incorporated into the UTA design criteria are referred to the Capital Projects civil design manager for review at the design and construction meeting (DCM). Modifications are then forwarded to the Configuration Control Committee (CCC) for approval if the modifications are significant enough.

Core members:

a. UTA Construction/Design Safety Admin
b. UTA Security Manager
c. UTA Video Security Admin
d. UTA Mode Safety Admin, if applicable

Members at Large:

a. UTA Project Manager
b. Designer/Architect
c. UTA Transit Police Officer
d. End User to include, as applicable
e. Facility Personnel

Operations

a. MOW
b. Admin Personnel
c. ADA Specialist

The intent of this committee is to review systems from an end-user perspective, looking for hazards that can be 1) engineered out of the system, 2) corrected with SOP, procedures, etc. or 3) addressed with PPE. The SSWG may not change the scope of the project but may make decisions that relate directly to the remediation of specific hazards. To this end, it is best for the SSWG to be included in the scope phase of the project plan.

The SSWG defines the job specific CILS and creates and maintains the PHA. If the SSWG determines that the residual risk of a hazard cannot be reduced below Medium, then the SSWG presents its findings to the SSRC for final risk analysis.

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4.1.2.11 Accident Evaluation Group (AEG)

The AEG is comprised of key UTA staff from various departments that would have a role in the development of a Corrective Action plan resulting in UTA involved accidents. UDOT SSO will also be an invited member to applicable AEG meetings and play an active role in identifying casual or contributing factors.

4.1.2.12 Accident Review Committee (ARC)

Accidents involving damage or injury are reviewed by the Accident Review Committee to determine whether it was avoidable or unavoidable. The ARC is coordinated through the claims department, and consists of two members of management, and two bargaining unit employees, who alternate chair the ARC. Each ARC will also have a tie-breaker member appointed, as accepted by management and the union.

Members of the ARC committee review each accident individually, and then render a sealed vote as to whether the accident is avoidable or unavoidable. The sealed votes are counted by the chair with a member of management, and a union representative. Avoidable accidents are charged against the operator or driver, and then classified for damage and injury severity, by UTA's claims unit. Avoidable severity classifications have varying degrees of disciplinary action, up to and including termination. See UTA Business Unit Standard Operating Procedure, No.BU6.8.1.7.

4.1.2.13 System Safety Committee Organizational Process Chart

UTA has formed a number of committees to combine and coordinate the efforts between system safety, rail service, capital projects, and other departments or agencies, to effectively address safety and security concerns. The current diagram of safety related committees is provided below.

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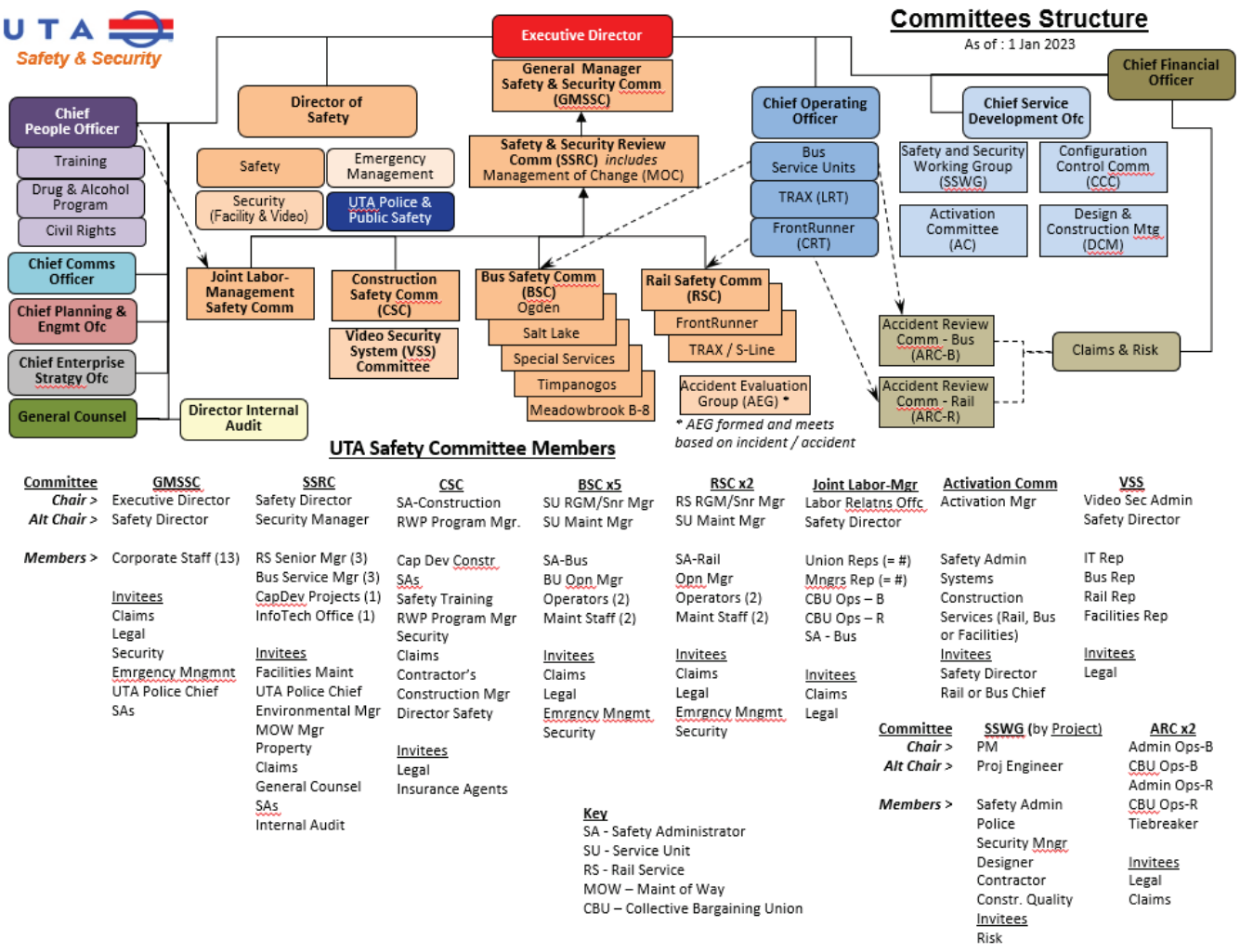

UTA Safety Committee Members

Committee	GMSSC	SSRC	CSC	BSC x5	RSC x2	Joint Labor-Mgr	Activation Comm	VSS
Chair >	Executive Director	Safety Director	SA-Construction	SU RGM/Snr Mgr	RS RGM/Snr Mgr	Labor Relatns Offc	Activation Mgr	Video Sec Admin
Alt Chair >	Safety Director	Security Manager	RWP Program Mgr.	SU Maint Mgr	SU Maint Mgr	Safety Director		Safety Director
Members >	Corporate Staff (13)	RS Senior Mgr (3)	Cap Dev Constr	SA-Bus	SA-Rail	Union Reps (= #)	Safety Admin	IT Rep
		Bus Service Mgr (3)	SAs	BU Opn Mgr	Opn Mgr	Mngrs Rep (= #)	Systems	Bus Rep
	Invitees	CapDev Projects (1)	Safety Training	Operators (2)	Operators (2)	CBU Ops – B	Construction	Rail Rep
	Claims	InfoTech Office (1)	RWP Program Mgr	Maint Staff (2)	Maint Staff (2)	CBU Ops – R	Services (Rail, Bus	Facilities Rep
	Legal		Security			SA - Bus	or Facilities)	
	Security	Invitees	Claims	Invitees	Invitees		Invitees	Invitees
	Emrgency Mngmnt	Facilities Maint	Contractor's	Claims	Claims	Invitees	Safety Director	Legal
	UTA Police Chief	UTA Police Chief	Construction Mgr	Legal	Legal	Claims	Rail or Bus Chief	
	SAs	Environmental Mgr	Director Safety	Emrgncy Mngmt	Emrgncy Mngmt	Legal		
		MOW Mgr		Security	Security			
		Property	Invitees					
		Claims	Legal					
		General Counsel	Insurance Agents					
		SAs						
		Internal Audit						

Committee	SSWG (by Project)	ARC x2
Chair >	PM	Admin Ops-B
Alt Chair >	Proj Engineer	CBU Ops-B
		Admin Ops-R
Members >	Safety Admin	CBU Ops-R
	Police	Tiebreaker
	Security Mngr	
	Designer	Invitees
	Contractor	Legal
	Constr. Quality	Claims
	Invitees	
	Risk	

Key
SA - Safety Administrator
SU - Service Unit
RS - Rail Service
MOW – Maint of Way
CBU – Collective Bargaining Union

4.1.3 Department Position Responsibilities

All employees have the right and responsibility to address safety in their work area, and on the system, and to present safety concerns to their immediate supervisor, manager, or Safety Administrators. The Manager coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated. Specific departments and positions within UTA have inherent safety responsibilities. Those departments, illustrated in the UTA Safety Organization chart, and positions are addressed in the following matrix and sections.

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4.1.3.1 System Safety and Related Tasks Matrix:

Safety Tasks	System Safety	Rail Ops.	Rail Veh. Maint	Rail MOW	Cap Dev	Fac. Maint	RSC/BSC	SSRC	GMSSC	UTA Board	HR
Prepare safety policy statements	P	S	S	S	S	S	RC, A	RC, A	A		S
Approve UTA corporate policy statements	S	S	S	S	S	S	S	S	A	A	S
Update TASP	P	RC,S	RC,S	P	RC,S	RC,S	S	RC, S	RC, A		RC,S
Hazard management process	P	S	S	S	S	S	P	P	P		
System modification	P	S	S	S	P	S	S	A			
Safety certification	P	S	S	S	P	S	S	P, RC	A		
Safety data collection and analysis	P	S	S	S	S	S	P	P	RC,A		
Accident/incident investigations	P	P	P	P		P	S	RC, A	RC,A		
Emergency management	P	S	S	S	S	S	S	RC, A	RC.A		
Internal safety audits and reviews	S	S	S	S	S	S	S	RC,A	RC,A		S
Rules compliance	P	P	P	P	P	P	S	RC,A			
Facilities/ equipment inspections	S	S	P	P	S	P	S	S			
Maintenance audits/inspections	S	S	P	P	S	P	S	S			
Training/ certification program-employees and contractors	P	P	P	P	P	P	S	S			
Configuration management/ control	P	S	S	S	P	S	S	RC,A	RC,A		
Local, state, federal requirements	P	P	P	P	P	P	S	S			
Hazardous material programs	P	S	P	P	P	P	S	S			
Drug and alcohol program	S	P	P	P	P	P	S	S			P
Procurement	S	P	P	P	P	P	S	RC,A			
Roadway worker program	P	S	P	P	P	P	S	S			
FRA rules, regulations, safety initiatives, programs	P	P	P	P	P	P	S	S			

P.....Primary Responsibility
S.....Support Responsibility
RC.....Review and Comment
A.....Approval

4.1.3.2 Safety Department

The Safety Department has review responsibility for Design, Construction, Light Rail (TRAX), Commuter Rail (FrontRunner), Bus, and Paratransit safety. Safety Administrators in the department have specific responsibilities within their areas - but are coordinated to assist throughout the organization. The Safety Department also promotes safety within UTA through weekly safety messages, monthly safety posters and involving UTA employees by rewarding good acts of safety and ideas. UTA also promotes safety within the community through ongoing education outreach though Operation Life Saver, community safety fair and trucking association presentations.

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4.1.3.2.1 Director of Safety and Security

UTA Safety Department is led by the Director of Safety and Security who has direct reporting responsibility to the ED. The DSS has been delegated specific responsibilities, by the GMED, for the management of: system safety, occupational safety and health, accident and incident investigation, the continuous hazard management process, the internal safety audit process, oversight of construction safety, safety and security certification, safety data collection and analysis, industrial hygiene, safety training, safety program implementation, regulatory compliance, and monitoring the implementation of the TASP.

The DSS typically meets with the GM weekly, typically during Corporate Staff and Executive Team meetings to provide updates on safety issues, safety priorities and hazard management and the impacts of budget reductions and resource constraints on the performance of safety-related maintenance activities and requirements. The DSS coordinates safety activities will all other executives.

DSS leads the GMSSC and the SSRC meetings, manages the Safety Administrator and coordinates construction safety with Capital Projects Department. DSS serves as the approving authority during the System Safety Certification Program "hold point" process.

The DSS coordinates all activities of the Safety Administrators serving the operational functions of rail and bus.

4.1.3.2.2 Safety Administrator

The Safety Administrators develop and administer system safety within UTA including Transit Systems, Construction, and Instructional Design/Training. These responsibilities include: hazard mitigation and tracking logs, rules observations and compliance, developing, updating and conducting training on OSHA, SMS programs, and roadway worker protection for all contractors and administrative staff, conducts outreach in coordination with Planning and Public Relations, oversees safety curriculum, and maintains required training assignments, certifies safety trainers, oversees record keeping across UTA, completes weekly safety reports, coordinates with safety committees, coordinates FTA, FRA, UDOT SSO, TSA,OSHA activities and audits, conducts safety training programs, conducts and leads Fire Life Safety Committee activities and drills, enters and tracks NTD, and AIRGET accident data, oversees safety on all construction and renovation projects, conduct investigations, and inspections, verifies safety certification through activation phases of capital projects, collects safety data and prepares reports on incidents, accidents, and corrective actions plans.

4.1.3.2.3 Emergency Management Program Manager

The Emergency Management Program Manager (EMPM) has the responsibility for coordinating and implementing UTA's emergency management activities (planning, training, exercises, response, and recovery), ensuring plans, SOPs, and SOGs are relevant. Additionally, the EMPM recommends and helps coordinate UTA emergency response supplies and equipment, coordinates UTA's response plans with external agencies, and oversees UTA's Emergency Preparedness Plan, and Emergency Response Plan's.

4.1.3.2.4 UTA Chief of Police / Public Safety Manager

The UTA Chief of Police / Public Safety Manager reports to the Chief Operating Officer and is responsible for the day-to-day management of the safety and security of all operations, maintenance, and administration facilities of UTA rail, bus, and paratransit systems.

4.1.3.2.5 Roadway Worker Protection Program Manager

The UTA RWP Program Manager reports to the Director of Safety and Security and is responsible for the day-to-day management of the Roadway Worker Protection Program.

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4.1.3.3 Operations Department

4.1.3.3.1 Chief Operating Officer

The Chief Operating Officer reports directly to the ED and is responsible for the day-to-day management of the safe operation and maintenance of the UTA rail, bus, and paratransit systems. The COO coordinates the General Managers for Rail and Regional General Managers (bus) in accomplishing this mission. The COO collaborates with the Safety and Security Director and all members of the Executive Team to effectively implement this Transit Agency Safety Plan, Safety and Security Certification Program Plan, and Security Program Plans through the development and implementation of required plans, procedures, and processes. The COO also ensures appropriate resources are allocated for the implementation of safety projects and plans.

4.1.3.3.2 Light Rail General Manager

The Light Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling of all functions and activities of TRAX light rail and streetcar, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service. Provides guidance in the development and implementation of standard operating procedures, safety regulations (with oversight from the Safety Department), and fee schedules for Light Rail in compliance with federal, state, county and municipal rules and regulations. Oversees long-range planning and development of Light Rail programs and projects. Assists the Chief Operating Officer in developing programs to meet the needs of citizens. Helps provide a culture of employee engagement by ensuring that all labor and employee relations matters, and activities are conducted in a manner consistent with UTA goals and mission.

4.1.3.3.3 Commuter Rail General Manager

The Commuter Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling all functions and activities of FrontRunner Commuter Rail, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service, provides oversight and development and implementation of standard operating procedures, safety regulations, and fee schedules for commuter rail in compliance with federal, state, county and municipal rules and regulations. The Commuter Rail Service GM oversees long-range planning and development of Commuter Rail programs and projects and assists the Chief Operating Officer in developing programs to meet the needs of citizens. Additionally, the Commuter Rail Service GM helps provide a culture of employee engagement by ensuring that all labor and employee relations matters, and activities are conducted in a manner consistent with UTA goals and mission,

4.1.3.3.4 Director of Maintenance Support

The Director of Maintenance Support is responsible for all rail maintenance facilities and all rail corridor and system infrastructure (Maintenance of Way). The director ensures compliance with roadway worker protection training, training for all equipment workers within facilities.

The Director coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated.

4.1.3.3.5 Regional / Service General Managers (Bus/Special)

The Regional General Managers report to the COO and have the day-to-day responsibility for the safe operation, and hazard processes of the bus and paratransit systems and maintenance facilities. The RGMs ensure compliance with driver and maintenance operations and safety training.

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4.1.3.3.6 Chief Financial Officer

The Chief Financial Officer reports directly to the ED and has the responsibility for the offices of Accounting, Fares, Supply Chain, and Claims. Has responsibility for ensuring that only approved chemical and hazardous materials are procured, the requesting departments have coordinated safety and environmental requirements of contracts prior to advertisement.

4.1.3.3.7 Director of Capital Projects

The Director of Capital Projects reports to the Chief Service Development Officer, and has the responsibility for project development and delivery, construction, State of Good Repair projects, environmental, and grant administration. The Director has responsibility for ensuring approved designers and contractors are retained, design criteria, safety programs for construction are in place on all projects, construction and systems integration testing for all new rail, bus and facility projects.

4.1.3.3.8 Senior Program Managers

Senior Program Managers report to the Director of Capital Projects and have responsibility for Project Delivery, Construction and Quality, and Environmental compliance and mitigation. System Safety Certification Program, with "hold points", is the responsibility of the SPM project delivery.

4.1.3.3.9 Information Technology Director

The IT Director reports to the Chief of Enterprise Strategy and is responsible for developing, maintaining and securing UTA's enterprise computer systems and architecture; ensuring appropriate backup and recovery during emergency services; researching and implementing new technology systems to enhance transit services, and electronic fare collection.

4.1.3.3.10 Chief of Planning and Engagement Officer

The Chief Planning and Engagement Officer reports directly to the ED. They oversee the planning department, Community Engagement, Customer Experience, Innovative Mobility Solutions, and Customer Service.

4.1.3.3.11 Director of Planning

The Planning Director reports to the Chief of Planning and Engagement Officer They oversee a staff that is responsible for all the agencies' long range transit planning, strategic business planning, financial planning and funds programming, transit-oriented development planning, as well as project development and system optimization

4.1.3.3.12 Senior Counsel to the Utah Transit Authority

The Senior Counsel reports directly to the ED, and is responsible to review and provide necessary legal advice on safety and environmental issues, managing liability and worker's compensation claims, reviewing new safety and environmental legislation, or regulations which may impact UTA's functions or operations,

4.1.3.3.13 Chief of Enterprise Strategy Officer

The Chief of Enterprise Strategy Officer oversees the Policy & Risk departments, Information Technology, Operations Analysis & Solutions, and Culture & Continuous Improvement.

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4.2 Training and Certification Program

4.2.1 Employee and Contractor Safety

Training and certification are paramount concerns, and as such UTA has developed a number of educational programs. The following employee classifications perform work that requires safety training and or certification:

a. Train operators
b. Operations personnel (hosts, report, etc.)
c. Vehicle maintenance
d. Maintenance of way (infrastructure/systems)
e. Facility maintenance
f. Passenger facilities maintenance
g. Controllers
h. Other personal and contractors that foul or potentially foul UTA's rail right of way

4.2.1.1 Line and Signal Technicians and Rail Maintenance workers

Line and Signal technicians and Rail Maintenance workers are required to complete roadway worker training on an annual basis. Line and Signal Technicians undergo training that is conducted by Union Pacific Railroad. This training consists of 4 two week phases and includes all elements related to signals and crossings and their maintenance, trouble shooting, and repair. In addition to signal training employees may participate in a lineman's correspondence course after completing all phases of the signalmen's school. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor. Rail Maintenance workers participate in two correspondence training courses: "Basic principles of track maintenance and advanced principles of track maintenance". After the completion of these courses a track maintenance worker must complete one year of maintenance work and must obtain approval of management before becoming a track inspector. Track Maintenance Supervisors must complete the same training to be able to inspect track. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor.

4.2.2 Training and Certification for Employees and Contractors

UTA employees and contractor personnel, whether construction or service contractors, are required to follow applicable UTA rules and standard operating procedures (SOP) as well as local, state, and federal safety regulations. Service contractors who perform specific jobs under contract are required to follow specific safety or environmental laws that are or may be affected by their work.

UTA has developed a Construction Safety Program Manual that governs contractor safety specifically for contracted construction workers for UTA. This manual outlines procedures and responsibilities of UTA project managers and contractor personnel who contract with UTA to perform construction work activities. Additionally, the UTA safety goal is to achieve accident-free construction projects.

The UTA Construction Safety Program Manual reflects minimal standards. All general contractors, contractors, and their sub-tiers will be expected to meet or exceed the standards and good safe practices outlined in the manual and their own safety program, whichever is more stringent.

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The UTA grants and contract administrator will review and implement into contract language requirements for the contract employees to meet. These contracts are written and reviewed by UTA's legal counsel as well as the contract administrator to assure that specific safety and environmental requirements for contract employees are met.

4.2.3 Work-Required Training for Employees and Contractors

All UTA employees and contractor personnel that will be working in the TRAX or FrontRunner corridors, who foul or have the potential to foul the tracks (within 10' of centerline of track), must receive the roadway worker protection training prior to beginning their work.

Contractors are responsible to train their employees on OSHA-required training prior to performing UTA projects. Other related training that contract employees and UTA employees will be current on includes the following:

a. Hazard communication
b. Blood-borne pathogen awareness hazardous energy control
c. General safety awareness
d. Work-required training for safety sensitive employees and contractors

Employees and contractors, who are under a legal contract with UTA, are obligated to comply with specific safety and environmental requirements and demonstrate quality of workmanship by observation and records reviews. Employees and or contract employees will meet the training, inspections, testing, and maintenance specifications as outlined in 49 CFR as it relates to commuter rail vehicle maintenance and personnel training. UTA supervisors, managers, and Safety Administrators are authorized to make regular observations of work being performed and will determine whether safety and environmental requirements are being complied with. The quality of materials and construction processes will also be reviewed by designated quality assurance personnel. Training courses given to employees and contractors will require that tests be completed prior to the completion of coursework. These will be the primary methods used to assure that compliance is obtained.

UTA identified tasks related to the inspection, testing, and maintenance required by Part 238.109 that must be performed on each type of equipment that FrontRunner operates.

4.2.4 Employee and Contractor Safety Programs

UTA has a multifaceted employee safety program. This program is developed by the operations performance office in conjunction with the various UTA departments affected by the program. The program is generally described in the UTA TASP, the Construction Safety Manual, and the FrontRunner and TRAX rulebooks. By this program, UTA, its management, staff, and employees are required to follow all applicable local, state, and federal regulations addressing safety. These regulations include the employee right to know provisions. The program also addresses standard industry practice for safety requirements. Within the operations performance office, the Safety Administrators are responsible to work with the line authority management to assure safety policy provisions are appropriate and being followed at Rail Services.

4.2.5 Construction Safety Requirements

The construction safety program is developed and managed by UTA Safety Administrators. This program defines construction safety functions and responsibilities and other construction safety requirements such as safety equipment, documentation, and safety personnel. All contractors and UTA employees must comply with Occupation Safety and

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Health Administration (OSHA) rules and the requirements of the construction safety program, UTA Rail Services rule books, SOPs, and individual company contract agreements with UTA.

Contractors who have personnel working around rail systems may be regulated by 49 CFR Part 214, the Roadway Worker Protection Act. Responsive to that requirement, UTA has established a training and certification class for rail roadway workers. All construction and UTA employees who may work on or near the tracks are required to attend this training annually and obtain a certification card or sticker to keep on their person.

The UTA construction safety program will be reviewed and updated on a bi-annual (two-year) basis. The Safety Administrator will have primary responsibility for this update. The Safety Administrator will also be the responsible party for participating in the Federal Transit Administration (FTA Triennial Audits 49 CFR 673 as they are conducted each three-year cycle.

4.2.6 Training and Certification Training, Courses, Education

All safety related courses that are conducted in a classroom environment or through computer-based delivery are maintained electronically by the Safety Administrator over Safety training or by training staff at the departmental level.

Records for the following training: lineman's course, signal certification and basic/advanced track principles are maintained in the employee training records, in paper form and are available for audit and review. These records are available directly from the rail department managers. The training supervisor and management review the training records to determine completion. Most training is done annually, with all operators, employees, and supervisors being trained in the same month. These records are reviewed during the scheduled internal audits.

4.2.6.1 De-Escalation Training

Training on the de-escalation of potentially hostile interactions with members of the public are provided to operations and maintenance personnel. Local training groups are given discretion to select or develop training content to best fit the specific needs and scenarios most likely to be encountered by UTA employees in their supported areas.

4.2.6.2 Safety Administrators Certification

The Safety Department recognizes the FTA Transportation Safety Institute (TSI) to administer transit safety and security training certifications for all Safety Administrators at UTA. All Safety Administrators will complete the TSSP within the first two years of their safety assignment. This certification involves the successful completion of the Transit Safety and Security Program Certificate as outlined by TSI training manual. Courses required are:

a. Transit Rail/Bus System Safety
b. Transit Rail/Bus Incident Investigation
c. Effectively Managing Transit Emergencies
d. Safety Management Systems
e. SMS Awareness CBT
f. SMS Assurance Webinar

Note: Safety refresher training is typically held during safety department meetings.

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UTA Safety Administrators are TSSP Certified through the Transportation Safety Institute and are eligible to receive additional safety certification through the World Safety Organization. Safety related instruction is emphasized through UTA's corporate policies and procedures, maintained on UTA's intranet.

4.2.7 Training Compliance Review

UTA Safety shall conduct periodic reviews of training materials and records to ensure compliance with safety training requirements.

4.2.7.1 Review of Assignment Completion and Record Keeping

The Safety Administrator responsible for safety training will review safety training records every six months to determine the status of safety training compliance. Other parties, such as the RWP Program Administrator and additional Safety Training Administrators may be invited to participate in the review process, based on the current needs and situation. This review will include the following actions:

1. Ascertain the level of compliance with existing safety training assignments across UTA
2. Discover and highlight any shortfalls or issues with training compliance, including a review of previously reported issues with training compliance to confirm they have been resolved
3. Forward these findings and recommendations to the Safety Committees responsible for impacted areas

Safety Committees will then be responsible to review the reported safety concerns and determine the appropriate interventions using the existing Hazard Management process.

4.2.7.2 Review of Training Content

Training content shall be reviewed as part of the process in place for the review and updating of the related UTA Safety Policies and Standard Operating Procedures.

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4.3 LOCAL, STATE, AND FEDERAL REQUIREMENTS

4.3.1 CORPORATE POLICIES

The board of trustees, in their Policy Operational Directive for Safety (2.1. Safety No. 1.2.1), creates the foundation that ensures the safety of employees, passengers, and the public. The following corporate standards are incorporated into UTA's corporate policies that include local codes, state, federal, and OES&H standards, and other safety initiatives. Safety requirements are applicable to UTA employees, contractors, passengers, and the public.

4.3.1 Employee and Public Safety
4.3.5 Fire Protection and Evacuation Plans
4.3.6 Hazard Communication or Right to Know Policy (OSHA)
4.3.12 Personal Protective Equipment
4.3.15 Responding to Employee Complaints and Concerns
4.3.17 Safety Committee
4.3.20 Visitor Access
4.3.22 Safety Shoes (SOP) (Renumbered U 2.1.2.3)
4.3.23 Emergency Notification Policy
4.3.24 Safety Glasses Policy

4.3.1.1 Operations Safety Standards

OSH 4.211 Machine Equipment Safety Guarding Plan
OSH 4.146 Confined Space entry
OSH 4.1030 Exposure Control (BBP)
OSH 4.22 Fall Protection
OSH 4.147 Hazard Energy Control
OSH 4.95 Hearing Protection
OSH 4.33 Hot Work
OSH 4.176 Power Industrial Truck and Forklift Safety
OSH 4.179 Overhead lifting
OSH 4.1903 Regulatory Inspection Response
OSH 4.134 Respiratory protection
OSH 4.25 Roadway Response Safety
OSH 4.5 Safety Inspections and Audits
OSH 4.94 Spray Painting Operation
OSH 4.21-30 Walk and Working Surfaces

4.3.1.2 IV 3.3 Health and Environmental

4.4.1 Environmental Protection (Renumbered 4.1.5)
4.4.1-1 Environmental Protection (SOP)
4.4.2 Battery Recycling (SOP)
4.4.3 Electronic Waste and Mercury-Containing Equipment (SOP)
4.4.4 Hazardous Waste Management (SOP)
4.4.5 Parts Washer Solution Management (SOP)

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4.4.6 Industrial Waste Water (SOP)
4.4.7 Public Transit Shelter Cleaning (SOP)
4.4.8 Spill Response and Reporting (SOP)
4.4.9 Storm Water Pollution Prevention (SOP)
4.4.10 Universal Waste Management (SOP)
4.4.11 Used Oil Filter Management (SOP)
4.4.12 Used Oil Management (SOP)
4.4.13 Vehicle Engine Idling

4.3.2 Occupational, Environmental, Safety and Health (OES&H)

An important aspect of safety compliance falls under Occupational, Environmental, Safety and Health (OES&H) rules, regulations, guidance, and initiatives. UTA's Safety Administrators work closely with managers, supervisors, and employees to ensure understanding of the various requirements of OES&H, as well as to other federal, state, and local rules, standards, and ordinances. All UTA employees receive awareness training on environmental management procedures, aspects, and commitments in their New Employee Orientation presentation. New employees are also trained by their supervisors on department environmental procedures involving SDS and hazard communication, recycling, spill response, excess idling, energy management, water conservation and reducing the UTA carbon footprint (greenhouse gas reduction).

The UTA Environmental Corporate Policy specifically requires UTA to be in compliance with legal requirements of all local, state, and federal laws.

Contractors performing work at UTA facilities, who bring chemicals onto UTA property, are required to participate in a Contractor Environmental Briefing which is presented to the contractor by the Environmental Compliance Administrator. During this briefing, UTA will understand what chemicals may be brought onto UTA property and understand the potential for spills or releases and impact on UTA if the chemicals are not handled according to manufacturer's recommendations. Copies of chemical Safety Data Sheets are provided to UTA by the contractors. Contractors must present their work plan and employee personal protection procedures for handling chemicals associated with the contracted work at UTA. At the conclusion of the contractor briefing, the contractor is required to sign the briefing with the Environmental Compliance Administrator. Contractor personnel who demonstrate a lack of understanding of applicable rules and procedures may be removed from the work site and require additional safety training be conducted. Briefing packages are maintained in the Environmental Department files. Additionally completed package briefings are kept on record with the UTA contracts department.

4.3.2.1 Construction Safety

Construction safety is administered in accordance with contract specifications, and applicable Federal, State and local safety requirements. The UTA Safety Administrator-Construction has primary responsibility for safety oversight of construction projects. The program is based on, and complies with applicable federal, state, and local safety codes and regulations, including UOSH. Procedures have been established for the control of operating hazards, including but not limited to chemicals, noise, cut and abrasion injuries, strain, and sprain injuries. Contractors are required to comply with these requirements for the safety of their own employees as well as to safeguard UTA employees, contractors, passengers, and the public.

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Engineering and Project Management approves the contractor's safety program plan and supporting documentation, with the concurrence of the Safety Department. Particular emphasis is placed on work that may affect UTA operations, passengers, facilities, and personnel. All contractors working in the UTA rail rights of way or interfacing with UTA Rail Operations are required to attend Roadway Worker Protection (RWP) safety training. This training covers track access, right of way flagging, and operating procedures. Audits of the contractors are conducted to assure compliance with Federal and State Law, and the UTA requirements.

4.3.2.2 Employee and Contractor Awareness of FRA Requirements

UTA employees and contractors are required to be aware of and comply with specific FRA regulations. Roadway Worker Protection (RWP) (49 CFR 214) is a safety requirement that employees and contractors must follow. Employees and contractors who may foul the tracks or have potential to foul the tracks while performing their work are required to receive specific Roadway Worker Protection training before they perform roadway work. The rail control centers have established a Work Permit which must be completed and submitted for approval prior to working on the tracks. Contractors and employees must receive RWP training and verify competency through testing. Track Access Coordinator reviews and verifies training requirements prior to approving work permits. Safety personnel and Rail Supervisor personnel may remove an employee or contractor from a worksite if he/she demonstrates a lack of knowledge and understanding of applicable RWP rules and procedures.

Contracts require compliance with specific UOSH regulations and employee safety programs as applicable to the work being performed. Safety personnel and rail supervisory personally conduct inspections of contractor worksites to assess contractor employee knowledge of and compliance with regulatory and contract requirements. Deficiencies are brought to the attention of contractor project managers for corrective action.

Specific UTA employees must comply with Hours of Service requirements set forth by the FRA while in the performance of specific job duties. Currently Train Operators, Operations Supervisor/Controllers and Line and Signal Technicians must comply with Hours of Service requirements.

4.3.2.3 Personal Protective Equipment

Appropriate personal protective equipment (PPE) such as safety glasses, safety boots, gloves, face shields and work uniforms, etc. is provided and is required to be used in performing various work by UTA personnel. This equipment is evaluated and approved by the safety department prior to procurement. Employees who are required to wear approved safety work boots use a tool or uniform allowance or may use a UTA P-card to make the purchase. UTA provides personal protective equipment and supervisors approve purchases as needed by the employees.

4.3.2.4 Safety and Industrial Hygiene Studies and Reviews

The safety department is responsible for monitoring facility compliance with applicable UOSH standards (29 CFR 1910, General Industry and 29 CFR 1926 Construction Standards). Safety personnel work with managers and supervisors to develop programs to ensure a safe and healthful work environment. Safety department performs periodic safety audits / inspections of facilities and work equipment. The safety department develops processes for safety procedures such as confined space, blood borne pathogens, hazard communication, respiratory protection, and personal protective equipment.

Industrial hygiene studies are conducted periodically to evaluate the degree of employee exposure to chemical and or physical agents encountered in the work environment. The evaluation results are utilized to determine the necessary

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corrective action, including implementation of engineering and administrative controls required and the use of PPE. Examples of industrial hygiene testing performed include:

a. Noise level monitoring
b. Organic vapors or solvents
c. Measuring the particulate level of air quality
d. Concentrations of silica

4.3.2.5 Safety Training Effectiveness and Knowledge of Employees

UTA provides safety training for employees in accordance with UOSH requirements. Employees are tested on their knowledge of the course materials upon completion of the course. Supervisors are required to assess employee knowledge as necessary. Safety department personnel perform observations of employee and supervisor knowledge of safety regulatory requirements as part of facility and work site inspections and audits and may recommend refresher training as required.

4.3.3 Federal Railroad Administration and TRAX Light Rail

UTA's light rail service (TRAX) is one of the few transit agencies in America that is also regulated by the FRA, in addition to FTA, and UDOT SSO agencies. Portions of UTA's light railroad tracks share limited freight operations with railroad operators through temporal separation, and as such come under FRA jurisdiction. UTA ensures compliance with FRA regulations, as specified by 49 CFR Parts 213 to 240. UTA has received FRA waivers for a number of the CFR parts, as defined by a number of waiver agreements.

Joint FRA/FTA policy statements explain how these agencies coordinate their safety authority.

UTA rail Safety Administrators work closely with the FRA to ensure compliance, and to develop safety initiatives and programs to satisfy regulatory requirements.

4.3.4 Federal Railroad Administration and FrontRunner Commuter Rail

It is the intent of this Transit Agency Safety Plan to meet all of the applicable FRA requirements for commuter rail (FrontRunner) as well as the Light Rail system. This plan will not identify all of the specific requirements of 49 CFR; however, it will identify the parts that will be regulated by the FRA. Specific standard operating procedures (SOP) will be developed in each of the operating areas of maintenance and operations, with the exception of waivers that have been approved by the FRA for the operation of the Light Rail system. These procedures will identify the inspection, testing, and maintenance of numerous tasks. The following is a list of Code of Federal Railroad Administration Regulations (49 CFR) relating to commuter rail operating equipment on standard gage rail that operates on or is connected to the general railroad system. This list is taken from the Manual for the Development of System Safety Program Plans for Commuter Railroads published May 15, 2006, by APTA.

Part	49 CFR Title	Purpose or Brief Summary of the Standard
213	Track Safety Guidelines	Prescribes minimum safety requirements for railroad track maintenance.
214	Railroad Workplace Safety	Prevent accidents and injury while working on or near the track. Roadway Worker Protection Parts A, B, C, D.

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217	Railroad Operating Rules	Rules and practices with respect to the operation of trains and equipment on the general railroad.
218	Railroad Operating Practices	Contains the minimum requirements for operating rules and practices, timetables, and special instructions.
219	Control of Alcohol and Drug Use	Prevent accidents in railroad operations that result from impairment of employees by alcohol or drugs.
40	Transportation Workplace Drug Testing	DOT procedures for drug and alcohol testing in the workplace.
220	Radio Guidelines and Procedures	Minimum requirements governing the use of wireless communication with railroad operations.
221	Rear-End Marking Devices	Minimum requirements governing highly visible marking devices for the trailing end of the rear car for all passenger, commuter, and freight trains.
222	Use of Locomotive Horns at Public Grade Crossings	To provide safety at public highway-rail grade crossings by requiring locomotive horn use at public highway rail-grade.
223	Safety Glazing Standards - Locomotives	Provides minimum standards for glazing materials in order to protect railroad employees and passengers from objects striking windows of locomotive, caboose, and passenger cars.
225	Railroad Accident and incidents Reports, Classifications, and Investigations	Provide FRA accurate information concerning hazards and risks that exist on the nation's railroads.
228	Hours of Service of Railroad Employees	Prescribes reporting and record keeping requirements with respect to the hours of service of certain railroad employees. (See SOP 101.09)
229	Railroad Locomotive Safety Guidelines	This part prescribes minimum federal safety standards for all locomotives except those propelled by steam power.
231	Railroad Safety Appliance Guidelines	Appliances such as hand braking applications, coupling, running boards, ladders, steps, clearances, roof handholds, side handholds, etc.
232	Brake System Safety Standards for Freight and Other Non-Passenger Trains and Equipment; End of Train Devices	Sub-part "E" is for passenger trains; prescribes federal safety standards for freight and other non-passenger train brake systems and equipment. Sub-part "E" of this part prescribes federal safety standards not only for freight and other non-passenger trains, but also for passenger train brake systems.

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233	Signal System Reporting Requirements	This part prescribes reporting requirements with respect to methods of train operation, block signal systems, automatic train stop, train control, and cab signal systems, or other similar appliances, methods, and systems.
234	Grade Crossing Signal System Safety	This part imposes minimum maintenance, inspection, and testing standards for highway-rail grade-crossing warning systems. This part also prescribes standards for the reporting of failures of such systems and prescribes minimum actions railroads must take when such warning systems malfunction.
236	Rules the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems,	This part establishes the minimum requirements for rules, standards, and instructions for testing, inspection, and maintenance of train signal devices and appliances.
238	Passenger Equipment Safety Standards	The purpose of this part is to establish minimum safety planning requirements that will lead to the prevention of collisions, derailments, and other occurrences involving railroad passenger equipment that causes injury or death to railroad employees, railroad passengers, or the general public; and occurrences to the extent they cannot be prevented.
239	Passenger Train Emergency Preparedness	Applies to passenger railroads and prescribes minimum federal safety standards for the preparation, adoption, and implementation of emergency preparedness plans by railroads connected with the operation of passenger trains and requires each affected railroad to instruct its employees on the provisions of its plan.
240	Qualifications and Certification of Locomotive Engineers	Applies to all railroads, and establishes the minimum federal safety standards for training, testing, certification, and monitoring of all locomotive engineers to whom it applies regardless of the fact that a person may have a job classification title other than that of locomotive engineer.

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V APPENDICES

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APPENDIX A: INTERNAL REVIEW SCHEDULE (2022-2024)

	UTA TRAX Internal Review Schedule SAFETY 2022 to 2024					As of: August 2022		
#	TASP (SSPP) Internal Review Item/Chapter Departments Audited	Audit Frequency	UDOT Scheduled date	UDOT Notice Y/N	Date Last Completed	UTA Next Audit Date Completed / Due Date		
						2022	2023	2024
	UTA Policy							
1	Authority and policy Statement	Triennial					2023	
2	Goals and Objectives	Triennial				2022		
3	Overview of Management Structure	Triennial					2023	
4	TASP annual updates, Revisions and Changes	Triennial				2022		
	Risk Management							
5	Risk Management Program	Triennial				2022		
6	Hazardous Materials Program	Triennial					2023	
	Assurance							
7	Internal Safety Audit/Review Program	Triennial					2023	
8	Accident Notification, Investigation, and Reporting	Triennial						2024
9	Safety Data Collection and Analysis	Triennial					2023	
10	System Modifications (Management of Change)	Triennial						2024
11	Configuration Control	Triennial						2004
12	System Safety and Security Certification	Triennial				2022		
13	Rules Compliance	Triennial				2022		
15	Maintenance Audits and Inspection Program	Triennial				2022	2023	2024

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16	Drug and Alcohol Program and Medical Monitoring	Triennial						2024
17	Procurement	Triennial						2024
Promotion								
18	TASP Implementation Activities and Responsibilities	Triennial			11/20		2023	
19	Training and Certification Program	Triennial			11/20			2024
20	Local, State, and Federal Requirements	Triennial			10/18		2023	
**was annual*								

UTA Internal Review Schedule - SECURITY 2021 to 2023

Item #	System Security Plan (SSP) Internal Review Item	Date/ Frequency	UDOT Scheduled date	Notice to UDOT ?	Date Last Completed	UTA Next Audit Date Completed / Due Date	
1	Policy Statements	Triennial				2022	
2	System Description	Triennial				2022	
3	Management of the System Security Program	Triennial				2022	
4	System Security Program Components	Triennial				2022	
5	Threat and Vulnerability Identification, Assessment and Resolution	Triennial			11/20		2023
6	Implementation and Evaluation of the System Security Plan (SSP)	Triennial			11/20		2023
7	Modification of the SSP	Triennial			11/20		2023

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UTA External Review Schedule - SAFETY 2015 to 2018

External Reviewing Agency	Date / Frequency	Scheduled date	Notice Given UDOT SSO	Date Last Completed	Expected Schedule Date
FTA	Triennial		NA		
UDOT SSO	Triennial		NA		
Safety Management System (SMS)	Recert: Triennial Update: Annual		NA		

UTA External Review Schedule – SECURITY 2015 to 2018

External Reviewing Agency	Date/Frequency	Scheduled date	Notice Given UDOT SSO	Date Last Completed	Date next Scheduled
TSA BASE Audit	Triennial		NA		

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APPENDIX B: SAMPLE DOCUMENTS

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A-1: SAFETY DASHBOARD (SAMPLE)

UTA
Hazard Mitigation - Compliance - Continual Improvement

SAFETY & EMERGENCY MANAGEMENT
Dashboard
September/2022

Reactive -> Proactive -> Predictive
Find -> Fix -> Follow Up

Leading / Influencing Indicators

Safety Events	Monthly Admin	Bus	TRAX	FR	Total	Monthly Goal	%	YTD	2020	Pace 2021
Safety Commitee Mtgs	-	5	2	1	8	8	100%	60	89	77
Education Outreach	4	3	7	3	17	5	340%	82	119	106
# interviews	-	79	18	10	107	64	167%	804	1476	1037
# rides / observations	2	40	-	-	42	24	175%	377	826	486
Rules Checks-Safety	2	42	2,248	1	2,293	na	na	929	2338	1198
Rules Violations-Safety	-	1	79	-	80	na	na	559	624	721
Avg days on Hazard Log	-	167	749	285	300	180	na	na	na	na
# "High" open hazards	-	-	2	-	2	na	na	na	na	na
Hazards Closed (YTD)	-	63	4	6	73	na	na	73	165	94
Broken Gates	na	na	24	-	24	na	na	199	312	257
Trespassers	na	na	8	24	32	na	na	414	637	534
Emergency Brake	na	na	55	26	81	na	na	617	838	796
Near Miss Reports	na	na	na	3	3	na	na	6	42	8

Audits Rcmd / Findings	Rcmd	Findings	Submtd	Closed	% Closed
Triennial 2021	22	10	0	4	13%
UDOT HOS (Aug 2021)	0	0	0	0	0%
Totals	22	10	0	4	13%

Lagging Indicators
(Graphs on second page)

Bus	All Accidents Mo	YTD	Avoidable Acc. Mo	YTD	%YTD	NTD Major Mo	YTD	2021	Pace 2022	
Meadowbrook	10	139	4	42	30%	1	9	266	201	o
Central	6	58	2	19	33%	0	3	146	84	
Special Svcs	2	28	2	9	32%	0	2	79	40	
Ogden	7	41	2	15	37%	1	4	109	59	
Timpanogos	8	50	3	16	32%	1	4	61	72	
All Incidents	33	316	13	101	32%	3	22	661	316	

	Monthly			2021	Pace 2022
NTD Major Incidents	3	22	1-OV ren R-light hit OV pushing OV into bus, 1-Ov ren R-Ligl	66	32
NTD Major - Injuries	5	10		20	14
Summary Injuries	-	8		11	12
Fatalities	-	-		1	-

Employee Injuries	Mo	YTD	Jul-22	2021	Pace 2022	
Lost Time Injury	4	25	2-Fracture,1-Strain,1-Multiple	24	36	
Medical Injury	11	62	3-Strain,2-Contusion,1-Eye,1-Laceration,1-Assult,1-Sprain1-	84	90	
WC Report Only	13	84	5-Contusion,3-Stress,3-Strain,2-SlipTrip,1-Exposure	113	121	

TRAX	-	Mo	YTD	Monthly	2021	2022
NTD Major Incidents		7	8	Tr v MV(6), Train v Ped(1)/Train v MV(2	43	10
NTD Major Injuries		3	7	Tr v MV (2)/Tr vPed(1)/Train v MV (5)/Tra	10	9
Summary Injuries		2	6	Passenger Fell(4)/Worker out(1)	10	8
Fatalities		1	2	Tr v Tres(0)/Tr v Tes(1)	2	3

S-LINE	o	Mo	YTD	Monthly	2021	2022
NTD Major Incidents		0	0	NA / Train v MV	1	-
NTD Major Injuries		0	0		1	-
Summary Injuries		0	0		0	-
Fatalities		0	0		1	-

FrontRunner	-	Mo	YTD	Monthly	2021	2022
FRA Major Incidents		0	8	NA ;Train v. MV Center Street No SLC,	8	10
Injuries		0	0		2	-
Fatalities		0	4		6	5

Improving / Good	+
Stable / Acceptable	o
Declining / Poor	-

Safety Training Courses

Metric	Direct	Indirect	Total	%
Courses Needed	80		80	-
Courses in service	34		34	43%
Courses needing update	16		16	20%
Courses in Development	2		2	3%
Courses not available	27		27	34%

Direct: Mgd by Safety Dept.
Indirect: Mgd by Local Training

Construction	% Complet	Lost Time	Recordable	First Aid /mo
Depot Distict	1%	0	0	0
7200 S. Bridge	103%	0	0	0
S-Line Double Track	97%	0	0	0
PTC	87%	0	0	0
Main St/4th S Interlocking	30%	0	0	0

partments\SAFETY Department\ADMIN\Dashboard\UTA Safety Dashboard 2022

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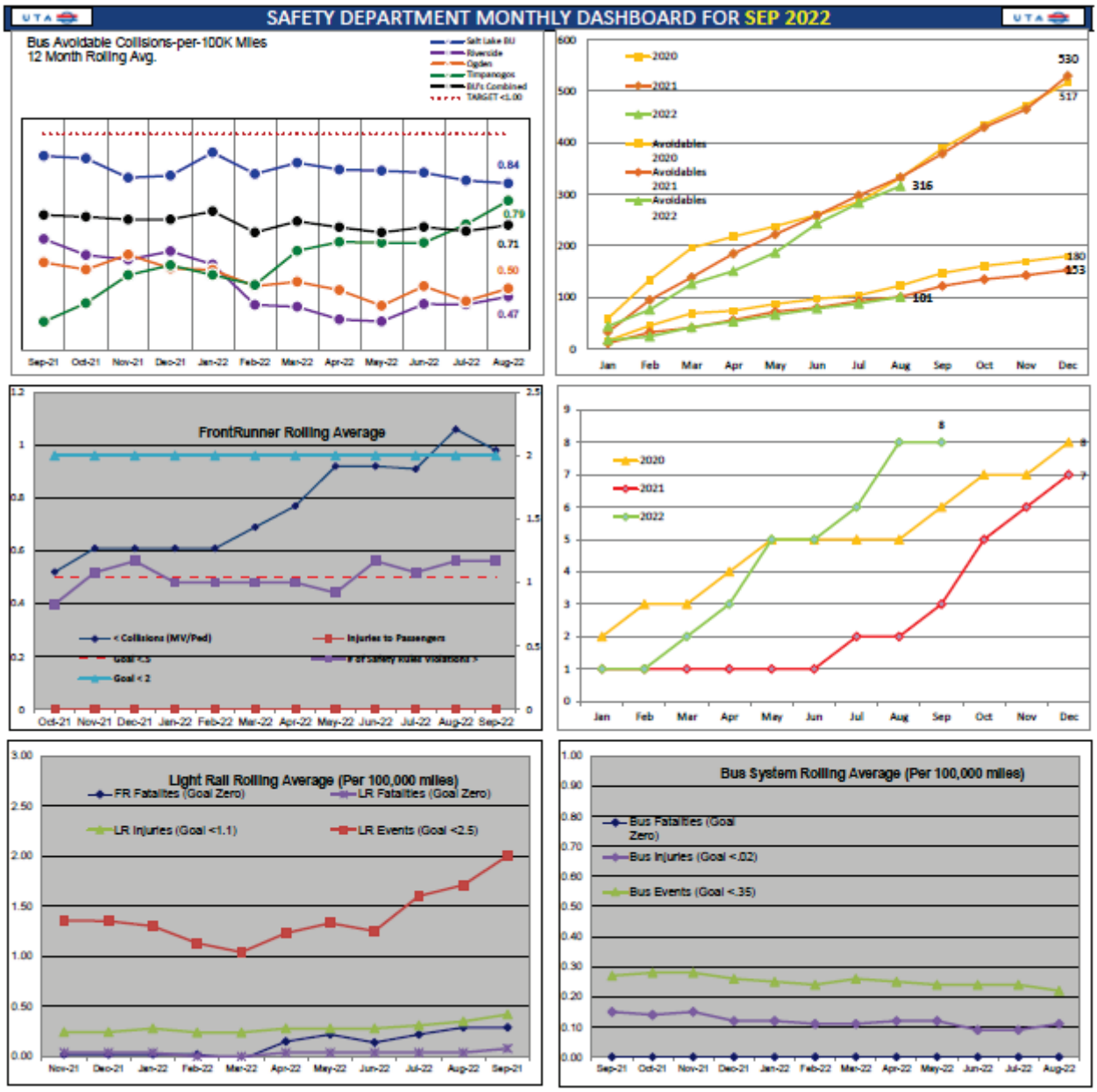
A-2: Collisions/Injuries Rolling Average Index (Sample)



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A-3: INTERNAL AUDIT INSPECTION CHECKLISTS AND SCHEDULE (SAMPLE)

TASP # 1: Authority and Policy Statement

TASP # 1: Goal and Objectives Table

A policy statement signed by the agency's chief executive that endorses the safety program and describes the authority that establishes the TASP

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
Document Review	**Review TASP Policy Statement, ensuring:** • That it endorses UTA's safety program; that it has the signature of UTAs General Manager (GM, Executive Director (ED), or Chief Executive Officer (CEO); that it describes the authority that establishes the TASP; and that it is dated.		
Rules Review	n.a.		
Records Review	n.a.		
Interviews with UTAs Senior Management	**Conduct a meeting with UTAs Executive Director, Director of Safety, and Senior Management in Operations, Maintenance, Engineering, Human Resources/Training, Procurement, and Legal to discuss:** • How the authority conferred in UTA's policy statement to the Safety Department is reinforced with UTA personnel during meetings, bulletins, or other methods. • How the UTA's safety policy is consistent with the commitment to safety expressed by UTA's ED and UTA Senior Management. • Whether safety is included as a regular topic at UTA Board Meetings, and whether the UTA Director of Safety gives reports. • Formal meetings that are held and attended by UTA Executive Leadership to discuss safety performance (such as ongoing evaluation of goals and targets).		

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TASP # 1: Goal and Objectives Table

A policy statement signed by the agency's chief executive that endorses the safety program and describes the authority that establishes the TASP

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
	• UTA ED and UTA Senior Management awareness of high priority safety issues and the status of corrective actions. • The UTA Safety Department's reporting relationship to UTA ED, UTA's Safety Committee Structure, and the participation of the UTA's Senior Management in this structure. • Where in the organization safety decisions are made and the involvement of UTA Senior Management in making them. • The process for the periodic review of the resources devoted to safety by the ED and UTA Senior Management. • The inclusion of safety activities and requirements in employee job descriptions and training programs at UTA. • The inclusion of safety responsibilities in job evaluations for managers, supervisors, and employees. • The implementation of UTA's internal safety audit process, to include a clearly defined scope, checklists, procedures, an effective findings resolution process, and annual certification of the TASP compliance from the UTA ED. • Use of risk assessment and hazard management as part of the overall safety program. • Efficiency and proficiency testing programs for operations and maintenance employees, and how these programs ensure compliance with safety-critical rules. • UTA's accident investigation program and its focus on cause finding and correction.		

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TASP # 1: Goal and Objectives Table

A policy statement signed by the agency's chief executive that endorses the safety program and describes the authority that establishes the TASP

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
Interviews with UTA Safety Personnel	**Interview the Director of Safety and representatives from the Safety Department to see if they feel empowered, authorized, and supported by Executive Management in carrying out the TASP, as specified in the Policy Statement.** • Ask for three (3) examples of where management support has made the difference in getting a specific safety concern addressed.		
Interviews with Other UTA Personnel	**Conduct interviews with a representative sample of rank-and-file UTA operations and maintenance personnel to verify their familiarity with the TASP, UTA's safety programs and authorities, and their obligation to perform work safely and to report safety issues and potential hazards.**		
Field Observations	n.a.		
Inspections and Measurements	n.a.		

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Audit Date:
Auditor:
Participants

Audit Location:
Auditor:
Title/Company

Findings of Non-Compliance:

Findings of Compliance with Recommendations:

Notes:

Reference: 49 CFR Part 673 Public Transpiration Agency Safety Plans

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A-4: FACILITY PM INSPECTION CHECKLIST (SAMPLE)

Meadowbrook

Unit	Description	ServiceType	Scheduled Date	Inspection Date	Status	WorkOrder
100000	Meadowbrook Facility Yard	MONTHLY	02/01/2012	02/29/2012	On Time	798434
111010	RUPS EMERGENCY GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798489
130007	Parallelogram Platform Hoist	MONTHLY	02/01/2012	02/28/2012	On Time	798507
130310	EMERG.GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798508
130340	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798509
130350	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798510
130360	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798511
130440	SUMP PUMP	MONTHLY	02/01/2012	02/29/2012	On Time	798512
130450	SUMP PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798513
130460	ENGINE COOLANT PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798514
130470	AUTO TRANS FLUID PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798515
130490	DIFF.OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798516
130500	ENGINE OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798517
131970	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798520
132660	Rotary Screw Air Compressor	MONTHLY	02/01/2012	02/28/2012	On Time	798521
132760	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798523
132770	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798524
132780	Bus Hoist (above ground hoist)	MONTHLY	02/01/2012	02/28/2012	On Time	798525
140050	DIESEL PUMP 1A	MONTHLY	02/01/2012	02/14/2012	On Time	798527
140070	DIESEL PUMP 1B	MONTHLY	02/01/2012	02/14/2012	On Time	798529
140090	DIESEL PUMP 1C	MONTHLY	02/01/2012	02/14/2012	On Time	798531
140120	Diesel Dispenser	MONTHLY	02/01/2012	02/28/2012	On Time	798533
140140	UNLEADED PUMP2B	MONTHLY	02/01/2012	02/28/2012	On Time	798535
140810	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798541
140820	Soap Pump and Mixer	MONTHLY	02/01/2012	02/28/2012	On Time	798542
150001	Platform Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798544
150130	SUMP PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798545
150190	BRUSH ARM ASSEM	MONTHLY	02/01/2012	02/28/2012	On Time	798546
150200	MOP GEAR MOTOR	MONTHLY	02/01/2012	02/28/2012	On Time	798547
150210	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798548
150220	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798549
150300	WATER RECLAIM PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798551
150400	PARALLELOGRAM LIFT	MONTHLY	02/01/2012	02/29/2012	On Time	798552
150630	Hot Water Pressure Washer	MONTHLY	02/01/2012	02/28/2012	On Time	798553
150850	Parallel Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798554
160120	Canopy A Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798556
160130	Canopy A South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798557
160140	Canopy B Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798558
160150	Canopy B South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798559
160160	Canopy C Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798560
160170	Canopy C South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798561
160180	Canopy D Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798562
160190	Canopy D South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798563
160200	Canopy E Nrth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798564
160210	Canopy E South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798565
170001	Emergency Generator	MONTHLY	02/01/2012	02/07/2012	On Time	798567
180730	AMER. CLEANER STEAM CLEANE	MONTHLY	02/01/2012	02/10/2012	On Time	798582
180740	L & A STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798583
180870	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798585
180880	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798586
182250	AIR DRYER	MONTHLY	02/01/2012	02/14/2012	On Time	798600
183250	Oil Water Separator	MONTHLY	02/01/2012	02/28/2012	On Time	798604
183280	Hunter Scissor Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798605
183970	Parts Washer	MONTHLY	02/01/2012	02/10/2012	On Time	798609

Inspection Summary:

Total Inspections:	54	
Total Overdue Inspections:	0	0.00%
Total Inspections Completed Late:	0	0.00%
Total Inspections Completed Early:	0	0.00%
Total Inspections Completed on Time:	54	100.00%
Total Inspections Due this Current Month that have not been Completed Yet:	0	0.00%

Early: Any inspections done in the months previous to when they were scheduled to be done.
Late: Any inspections done in the months after they were scheduled to be done.
On time: Any Inspections done within the same month they were scheduled.

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A-5: MONTHLY SAFETY ENVIRONMENTAL CHECK LIST (SAMPLE)

Monthly Facility and Shop Inspection Checklist
- Correct Unsafe Conditions Immediately -

Revision Date 10/21/2013
Revision number 1

Date:

Safety Administrator: Name:

Signature:

Maintenance Safety Rep: Name:

Signature:

= Not applicable = Not required (note comment if issue is found)

Satisfactory or Unsatisfactory

	Bay 1	Bay 2	Bay 3	Bay 4	Bay 5	Bay 6	Bay 7	Bay 8	Bay 9	M. Shop	Parts	Paint B
1. Are Floors Clean/Clear of Debris?	S	S	S									
2. Are Blue Flag Chains serviceable at both ends of the bay?	S	S	S									
3. Are fire extinguishers readily available? Check two for current insp.	S	S	S									
4. Does overhead lighting properly work?	1	S	S									
5. Are hoses and equipment properly stored?	S	2	S									
6. Are containers properly stored and labeled?	S	S	3									
7. Are Safety glass area lines visible and in good condition?	S	S	S									
8. Are compressed gas cylinders properly strored? (Chained)			S									
9. Are Safety Chains in place?		S	S									
10. Are pits clear of rags, trash and other debris		S	S									
11. Are Bio-Hazard kits available and properly stocked?	S											
12. Are Face Shields available for blow down pit?		S										
13. Are Safety Chains in place around Wheel truing pit?			S									
14. Are pit fans in working order (Check 3 random fans)												
15. Is the oil storage area free of slip hazards?												
16. Do eye wash stations / showers have current inspection?			S									
17. Is the spill kit available and properly stocked?												
18. Are Safety Glasses, gloves and respirators available												
19. Are Cranes Inspected prior to use? Are inspections current?			S									
20. Are safety guards in place?												

Findings/comments:

1. Several Lights are out. Work order needs to be placed
2. Hoses were strung out across bay 2 no employees in area
3. Containers in cleaning area were unlabled.

Note: Customize location and area to be inspected to make it specific to your facility

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Appendix B: BLANK FORMS

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B-1: NON-CONFORMANCE CORRECTIVE ACTION PLAN (NCAP) FORM

Accountable Manager/Owner: *Click here to enter text.*		**Corrective Action Plan #:** *Click here to enter text.*
Category: *Choose an item.*	**Issue Identified by:** *Choose an item.*	**IHR:** *Enter Initial Hazard Rating.*
Location: *Click here to enter text.*	**Department:** *Enter responsible Dep.*	**FHR:** *Enter Final Hazard Rating.*
Assigned to: *Click here to enter text.*	**Date Assigned:** *Click here to enter a date.*	

Description of Non-Conformance/Safety Hazard:
Click here to enter text. Provide a detailed description of the Non-Conformity or safety hazard.

Root Cause Analysis:
Click here to enter text. Provide information regarding cause or contributing factors (If applicable).

Corrective Action Plan:
Click here to enter text. Provide a detailed plan and/or list of corrective actions.
Proposed Implementation Date: *Click here to enter a date.*
Corrective Action Plan Initial Approval by UDOT SSO: *Click here to enter a date.*

Resolution Of Corrective Action Plan:
Click here to enter text. Provide a detailed description of actions implemented.

Accountable Manager/Owner:	**Sign and date below when CAP been completed and documented.**	
Name: *Click here to enter text.*	**Date:** *Click here to enter a date.*	**Signature:**

SSO Manager: *(If Applicable)*	**CAP Verification and Final Approval (Actual Implementation Date)**	
Name: James W. Golden	**Date:**	**Signature:**

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B-2: SAFETY SUGGESTION/HAZARD REPORT FORM

Use this form for safety questions, suggestions and reporting hazards. Your Supervisor will respond to your suggestions or forward it to your UTA Safety Committee. The Safety Committee will meet monthly to address these issues and provide feedback as soon as possible. Please be as specific as possible when describing the safety concern and making recommendations

Name: Date:

(Not required unless you want feedback)

Bus/Rail route or Facility: _____ Direction: _____ Time: _____

Safety Question, Suggestion, or Hazard: *(Be as specific as possible)*

_____

_____

_____

_____

_____

Proposed Solution: *(Be as specific as possible)*

_____

_____

_____

_____

Response:

_____

_____

_____

_____

Would you like a response? Yes: [ ] No: [ ]

Supervisors Initials: _____ Date Received:_____ Response Date: _____

Suggestion forwarded to: _____ Forward Date: _____

Person or Committee responding: _____ Response Date: _____

Reviewed by RGM: _____ Date Reviewed: _____

Date Closed:_____

UTA **Certifiable Element:** Revenue Readiness **Sub-element:** Fire, Safety and Security Documents and Training	**Safety and Security Certification** **Certifiable Items Checklist**	**Verification:**_____ **Date:**_____

Location	Means of Verification			Status
Discipline: Revenue Readiness Contract No: Site/Area: Sugar House Street Car	Construction CM= Measurement CT= Test CV= Visual Inspection	Design PS= Plans and Specifications S= Submittal CN/CO= Change Notice/Order	Commissioning T= Test V= Visual Inspection R=Review	C= Closed O= Open O/W= Open with identified workaround

Item No.	Certifiable Item Description	Certifiable Item Verification				Certifiable Item Status	
		Reference Documentation (As applicable)	Verified By	Date	Means of Verification	Status	Description of Workaround
1	Fire protection & Alarm systems, (Facilities)	Local FD jurisdiction site review			T, V, R		
2	UTA Emergency Notification & Regulator Notification	SSPP section 10, UTA SOP 4.2.23			V, R		
3	Functional Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
4	Table Top Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
5	Emergency Prepredness Plan (EPP) Review	EPP, 49 CFR 659					
6	System Safety Program Plan (SSPP) Review	49 CFR 659, SSO Procedures/Stds.			R		
7	System Security Plan (SSP) Review	SSP, 49 CFR 659 Security Haz Log			R		
8	Vehicle familiarization orientation (FD, PD, SWAT)	Familiarization Training			V, R		
9	Emergency Response Evacuation (Facilities)	EPP, 49 CFR 659,			R		
10	Threat and Vulnerability Analysis (TVA)	SSP, 49 CFR 659					
11	Preliminary Hazard Analysis (PHA)	SSPP section 6, 8, SSCP, RAP			R		
12	Operations Hazard Analysis (OHA)	SSPP section 6, 8, SSCP, RAP			R		
13	Hold Points 1,2 ,3 process review and verification	SSPP Section 8, RAP, SSCP			R		
14							

Note: Only list items which are safety and\or security critical

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B-4: UTA Safety Certification Hold Point Approval Forms

See following pages for hold point forms 1, 2, and 3.

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System Integration Readiness Review Report

Hold Point #1

Project: _____

This Hold Point Review is established to verify readiness to enter the System Integration Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

[ ] 1. Appropriate Civil, GC, Systems CILs complete (see items identified on attached index).
[ ] 2. Appropriate Contractor Stand Alone Testing complete (see items identified on attached index).
[ ] 3. UDOT Surveillance Reports completed and deficiencies corrected.
[ ] 4. Public Awareness Safety Outreach Plan measures started and ongoing.
[ ] 5. Preliminary Hazard Analysis completed/ Hazards mitigated.
[ ] 6. TVA completed.
[ ] 7. Rail Corridor ready for System Integration.

Areas/Integration Zones under review:

_____

Approved Open Items, Areas and/or Hazards, with approved workaround:
(Describe below, include responsible party).

1. _____
2. _____
3. _____
4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

_____
Operations Discipline Mgr. – Carolyn Anderson Date

_____
Systems Discipline Mgr. – Jared Scarbrough Date

_____
Safety Discipline Mgr. – Travis Shingleton Date

_____
Civil Discipline Mgr. – Grey Turner Date

_____
Dir. of Safety and Security – Sheldon Shaw Date

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System Integration Readiness Review Report

Hold Point #2

Project: _____

This Hold Point Review is established to verify readiness to enter the Pre-Revenue Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

[ ] 1. Grade Crossing CILs Complete.
[ ] 2. Systems CILs Complete.
[ ] 3. System Integration Testing and Documentation Complete.
[ ] 4. Operational Hazard Analysis Complete.
[ ] 5. Transfer of permitting process (Track Access) from Contractor to UTA Operations Complete.

Areas/Integration Zones under review:

_____

Approved Open Items, Areas and/or Hazards, with approved workaround:
(Describe below, include responsible party).

5. _____
6. _____
7. _____
8. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

_____ _____
Operations Discipline Mgr. – Carolyn Anderson Date Systems Discipline Mgr. – Jared Scarbrough Date

_____ _____
Safety Discipline Mgr. – Travis Shingleton Date Civil Discipline Mgr. – Grey Turner Date

_____
Dir. of Safety and Security – Sheldon Shaw Date

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System Integration Readiness Review Report

Hold Point #3

Project: _____

This Hold Point Review is established to verify readiness to enter the Revenue Operations Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

[ ] 1. Previous Hold Point Review Documents are signed and complete.
[ ] 2. CILs are complete, with any workarounds noted, approved, and implemented.
[ ] 3. Pre-Revenue operator training/testing/drills, Pre-Revenue Operations are complete.
[ ] 4. Grand Opening Plan and Public Outreach Plan developed.
[ ] 5. Agency Reviews completed and notifications given.
[ ] 6. Safety & Security Certification Verification Report (SSCVR) is finished and ready to submit.

Areas/Integration Zones under review:

_____

Approved Open Items, Areas and/or Hazards, with approved workaround:
(Describe below, include responsible party).

9. _____
10. _____
11. _____
12. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Mgr. – Carolyn Anderson Date	Systems Discipline Mgr. – Jared Scarbrough Date
Safety Discipline Mgr. – Travis Shingleton Date	Civil Discipline Mgr. – Grey Turner Date
Dir. of Safety and Security – Sheldon Shaw Date	Executive Director Date

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B-5: MANAGEMENT OF CHANGE (MOC) APPROVAL AND VERIFICATION DOCUMENT

Title:	MOC #:	Date Initiated:
Team Lead/Members:		
Description:		
Evaluation/Solutions:		
Recommendation:		
Cost/Funding Source/Schedule/POC :		
Proposed changes to existing Design Criteria/Specs/Procedures:		
Enclosures/Drawings/Photos/Attachments:		

CONCURRENCE

The following UTA staff have reviewed the evaluation and concur with the recommended modifications.

Name	**Position**	**Signature**	**Date**
Comments / Provisions:			

APPROVAL

Indicates approval "to go do". Requires signatures from any two SSRC members.

Name	**Position**	**Signature**	**Date**
SSRC Date:			
Comments / Provisions:			

COMPLETION VERIFICATION

Enclosures:	[ ] Photos	[ ] Drawings	[ ] Specifications	[ ] Other:
As Built Plans	Dated:	Copy to:	Name:	Signature:

Design Criteria updated?*	[ ] Yes [ ] No	If yes, Date:

**If yes, copy must be provided.*

ACCEPTANCE

Work is completed and accepted. Requires signatures from any two SSRC members.

Name	**Position**	**Signature**	**Date**

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SSRC Date:			

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

B-6: SAFETY DEPARTMENT INVESTIGATION FORM

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

SAFETY INVESTIGATION FORM

Report #: Enter #

NTD Reportable: Yes/No/NA

BASIC INFORMATION

Date of Incident: enter date	**Time:** enter time AM or PM	**Location:** enter text
Report type: Choose an item	**Investigation type:** Choose an item	**GPS Coordinates:**
Mode: Choose an item	**Train/Bus #:** enter text	**DOT Crossing #:** enter text
Op./Emp. #: enter text	**Vehicle ID's:** enter text	**# of Cars in Consist:**

Weather Conditions: Clear/Cloudy, (Rain/Snow), (Wind), (Temperature)

NOTIFICATIONS

SSO Notified: Yes/No/NA Enter date/time	**OSHA Notified:** Yes/No/NA	**FRA Territory:** Yes/No/NA

National Response Center (NTSB/FRA Notified): Yes/No/NA **Case #:** Enter NRC Case # here.

Transportation Operations Center (FTA Notified): Yes/No/NA ; Choose an item.

EVENT SUMMARY

Description of Event:

Provide a detailed description of the incident, including a clear sequence of events.

INVESTIGATION

# of Fatalities: Select #	**# of Serious Injuries:** Select #	**# of Other Injuries:** Select #	**# Pass on Transit:** Select #	**# Pass in POV:** Select #

Were vehicles towed from the scene due to disabling damages: Yes/No/NA

Damages to POV Veh ($):enter text	**Damages to Transit Veh ($):** enter text	**Total Damages ($):** enter text

Accident Evaluation Group Held? Yes/No/NA	**AEG Members:** enter text

Give a brief review of outcomes resulting from AEG: enter text

Corrective Action Plan: Enter the Corrective Action Plan (CAP) number.

FACTORS

1. Communication:		**7. Ped Treatments:**		**13. Weather Conditions:**	
2. Crossing Operation:		**8. Rules/Policies:**		**14. Work Environment:**	
3. Drug/Alcohol Use:		**9. Sight Lines:**		**15. Distracted Behavior:**	
4. Fatigue Management:		**10. Train Functionality:**		**16. Failure to Yield:**	
5. Lighting:		**11. Vehicle Speeds:**		**17. Medical Condition:**	
6. Location History:		**12. Warning Signage:**		**18. Other:**	

Give brief explanation of any contributing factors:

Enter text

DOCUMENTATION

UTA Police Report:		**Radio Recordings:**		**Vehicle Recorder Download:**	
External Police Report:		**Video Recordings:**		**Grade Crossing Download:**	
Medical Examiners report:		**Scene Photos:**		**Damage Estimates:**	
Employee Green Sheet:		**Controller Log:**		**Maintenance Records:**	
Supervisors Report:		**Drug/Alcohol Testing:**		**Operator Certification:**	
Witness Statements:		**Bulletins/Orders:**		**HOS of Service:**	
Measurements:		**Employee History:**		**Employee Injury Report:**	

Documentation Notes or Explanations:

Enter text

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INICIDENT DIAGRAM

Report compiled by: (Safety)	Name: Enter text here.	Date: Select Date	Signature:
Report Adopted by: (UDOT SSO)	Name: James W. Golden	Date:	Signature:

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B-7: TRAX SUPERVISOR'S ACCIDENT/INCIDENT REPORT FORM

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Property #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Number of Injured Parties:				
Injured #1				
Name:		H Phone:	W Phone:	
Address:		City:	State:	Zip:
Injured person was:(check one)		Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:	
Nature of the Injuries:				
Injured #2				
Name:		H Phone:	W Phone:	
Address:		City:	State:	Zip:
Injured person was:(check one)		Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:	
Nature of the Injuries:				
Injured #3				
Name:		H Phone:	W Phone:	
Address:		City:	State:	Zip:
Injured person was:(check one)		Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:	
Nature of the Injuries:				

Number of Witnesses:			
Witness #1			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #2			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			

First Report of Injury-			
Supervisor:		Date:	Time:
Drug Testing –			
Supervisor:			
Drug test ordered:	Type of test:	Date ordered:	Time ordered
Alcohol test done within 2 hours after accident?		If no, why not:	

Description of Accident/Incident (all items **must** be completed)			
Estimated Train speed:	Posted Speed:	Timetable Direction:	
Weather Conditions:	Road Surface Conditions:	Track Conditions:	
Light Conditions:			
Train was:	Vehicle #2 was:	Vehicle #3 was:	
Traffic Controls:	Last RailService signal : - if stop indication, was bypass authorized:	:	

Narratives	
Supervisors' Findings:	
Probable Cause:	

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Accident/Incident Report Form

(Complete ALL fields)

Claim #: OFFICE USE ONLY | IF | LIAB | SUBRO | AL | FP | GL | ARC | RO

Cause Code:

TRANSIT VEHICLE INFORMATION

(Vehicle #1)

Camera Activation:
Did you manually activate the security camera? ☐ YES ☐ NO ☐ N/A explain:

Employee name:		Cell #:	Badge #:	
Employee's Supervisor:	Scene Supervisor:		Division:	
Accident Date:	Time:	TCC Notified: ☐ YES ☐ NO	Location:	City:
UTA Vehicle/Train #:	Block #:	Route/Run #:	# of Passengers:	# of Courtesy Cards:

Describe Damage to UTA Property:

POLICE INVESTIGATION

Police Investigation: Yes No	If no police investigation please explain why:
Police Department:	Case #: / Citation: Yes No
Officer's name:	To whom was citation issued:

OTHER VEHICLE INFORMATION

Vehicle #2	Vehicle #3
Driver Information Name: / Phone:	**Driver Information** Name: / Phone:
Address:	Address:
City: / State: / Zip:	City: / State: / Zip:
DL #: / State:	DL #: / State:
Insurer: / Policy #:	Insurer: / Policy #:
Vehicle Information / Plate #: / State:	**Vehicle Information** / Plate #: / State:
Year: / Make: / Model: / Color:	Year: / Make: / Model: / Color:
Owner Information Name: / Phone:	**Owner Information** Name: / Phone:
Address:	Address:
City: / State: / Zip:	City: / State: / Zip:
Describe Damage:	Describe Damage:

INJURY INFORMATION

Injured #1	Injured #2
Name: / Phone:	Name: / Phone:
Address:	Address:
City: / State: / Zip:	City: / State: / Zip:
CHECK ONE (indicate vehicle #) ☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian	CHECK ONE (indicate vehicle #) ☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian
Describe injury:	Describe injury:
Transported by ambulance: Yes No / Where:	Transported by ambulance: Yes No / Where:
If a UTA passenger he/she was: ☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting	If a UTA passenger he/she was: ☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting

PROPERTY DAMAGE INFORMATION - (other than vehicles)

Owner's Name: / Phone:	Describe the property and damage:
Address:	
City: / State: / Zip:	

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Recommendations:	

Describe UTA Vehicle Damage:

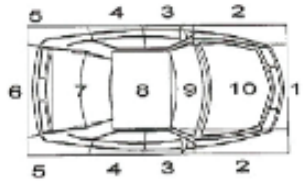
Accident Classifications - ☑ Check if applicable

If damage does not meet one of the criteria below – describe here:

Property Damage

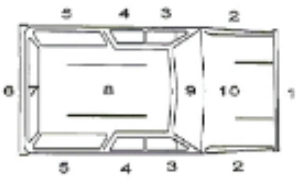
Enter the vehicle number in each applicable zone of damage using the zone key for the type of vehicle.

Passenger Vehicle



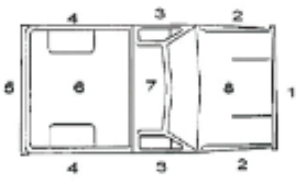
1	2	3	4	5	6	7	8	9	10
Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood
15	6	11	11	12	13	15	6	8	3

Sport Utility Vehicle



1	2	3	4	5	6	7	8	9	10
Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood
20	5	14	14	16	6	10	8	2	5

Pickup Truck



1	2	3	4	5	6	7	8
Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillars	Bedside, Wheel, Front Panel	Bumper, Tail lights, Rear panel	Inner Bed	Roof, Rear glass, Back panel	Hood, Cowl
19	9	20	12	11	8	12	9

Personal Injury

Put in the number of persons injured under each classification	Other Vehicle Passenger/Driver	UTA Passenger	Pedestrian
Class A: Bruising, Abrasions, Minor to Moderate Bleeding, Sprains and Strains:			
Class B: Unconsciousness, Fractures, Severe Bleeding:			
Class C: Death, Paralysis, Dismemberment:			
Totals:			

Accident Diagram

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B-8: BUS SUPERVISORS ACCIDENT/INCIDENT REPORT FORM

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

Accident/Incident Report Form

(Complete ALL fields)

Claim #:
ARC | RO
Cause Code:

OFFICE USE ONLY

IF	LIAB	SUBRO
AL	FP	GL

TRANSIT VEHICLE INFORMATION

(Vehicle #1)

Operator name: | Badge #:

Supervisor: | Scene Supervisor:

Accident Date: | Military Time of accident: / Military Time reported: | Location: | City:

UTA Vehicle #: | Block #: | Route #: | # of Passengers: | # of Courtesy Cards:

Check Division								
	Operations	☐ 21 MBK	☐ 22 TIMP	☐ 23 MT OGD	☐ 24 CNTL	☐ 29 RVRS	☐ TRAX	☐ OTHER
	Maintenance	☐ 31 MBK	☐ 32 TIMP	☐ 33 MT OGD	☐ 34 CNTL	☐ 39 RVRS	☐ TRAX	

Describe Damage to UTA Property:

POLICE INVESTIGATION

Police Investigation: Yes No | Police Department: | Case #: | Citation: Yes No

Officer's name: | To whom was citation issued:

OTHER VEHICLE INFORMATION

Vehicle #2	Vehicle #3
Driver Information Name:	Phone:
Address:	
City:	State: Zip:
DL #:	State:
Insurer:	Policy #:
Vehicle Information	Plate #: State:
Year: Make:	Model: Color:
Owner Information Name:	Phone:
Address:	
City:	State: Zip:
Describe Damage:	

Vehicle #3	
Driver Information Name:	Phone:
Address:	
City:	State: Zip:
DL #:	State:
Insurer:	Policy #:
Vehicle Information	Plate #: State:
Year: Make:	Model: Color:
Owner Information Name:	Phone:
Address:	
City:	State: Zip:
Describe Damage:	

INJURY INFORMATION

Injured #1	Injured #2
Name:	Phone:
Address:	
City:	State: Zip:
CHECK ONE (indicate vehicle #)	
☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian	☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian
Describe injury:	
Transported by ambulance: Yes No	Where:
If a UTA passenger he/she was:	
☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting	
If a UTA passenger was he/she carrying anything: Yes No	
If yes, what?	

Injured #2	
Name:	Phone:
Address:	
City:	State: Zip:
CHECK ONE (indicate vehicle #)	
☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian	
Describe injury:	
Transported by ambulance: Yes No	Where:
If a UTA passenger he/she was:	
☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting	
If a UTA passenger was he/she carrying anything: Yes No	
If yes, what:	

PROPERTY DAMAGE INFORMATION - (other than vehicles)

Owner's Name:	Phone:	Describe the property and damage:
Address:		
City:	State: Zip:	

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DESCRIPTION OF ACCIDENT/INCIDENT

Weather Conditions:	clear	cloudy	raining (light	heavy)	snowing (light	heavy)	fog (light	heavy)	
Road Surface Conditions:	dry	wet	muddy	snowy	icy	oily	other:		
Light Conditions:	daylight	dawn or dusk	darkness (street lights)	darkness (no street lights)					
Bus was:	stopped	stopping	starting	changing lanes	moving to curb	moving from curb	turning left	turning right	going straight
Vehicle #2 was:	stopped	stopping	starting	changing lanes	moving to curb	moving from curb	turning left	turning right	going straight
Vehicle #3 was:	stopped	stopping	starting	changing lanes	moving to curb	moving from curb	turning left	turning right	going straight
Traffic Controls:	traffic signal	stop sign	yield sign	police officer	none	other:			

What happened:

(Attach a separate sheet if more room is needed)

ACCIDENT DIAGRAM

Vehicle	Bus #1	#2	#3
Travel Speed			
Posted Speed			

Indicate North with an arrow in the circle.

Employee Signature:		Date:
Dispatcher/Supervisor Signature: **This form has been completed correctly.**	Time:	Date:

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B-9: EMPLOYEE ACCIDENT /INCIDENT REPORT FORM PAGE

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

UTA - EMPLOYEE'S FIRST REPORT OF INJURY

THIS REPORT MUST BE FILLED OUT COMPLETELY AND SIGNED BY THE INJURED EMPLOYEE IMMEDIATELY AFTER AN INJURY. FAILURE TO PROPERLY COMPLETE THIS FORM MAY RESULT IN DENIAL OF BENEFITS. SUPERVISOR TO IMMEDIATELY GIVE THIS FORM TO THE WORKERS COMPENSATION ADMINISTRATOR, TRICIA MCDONALD, IN THE OFFICE OF GENERAL COUNSEL, CLAIMS UNIT AT MEADOWBROOK, BLDG #1.

I. EMPLOYEE INFORMATION

Name _____ Date of Birth _____

Home Address _____
(number/street) (city) (zip code)

Hm phone # _____ Cell # _____ Social Security # _____ Badge ID # _____

Job Title _____ Average # of Hours worked per week _____ Hourly Wage $_____

Division/Department _____ Direct Supervisor _____

II. DEPENDENT INFORMATION

Name(s) and birth date(s) of spouse and dependents under age 18:

NAME	RELATIONSHIP	BIRTH DATE

III. ACCIDENT INFORMATION

Date of Accident: _____ Hour of Day _____ Time Reported _____ Hour shift began _____

Did you leave work due to accident? _____ If so, give date _____

Have you returned to work? _____ If so, give date _____

Give exact location of accident _____ Bus # _____

Describe accident in detail (how did it happen?) _____

How could this accident have been prevented? _____

IV. INJURY INFORMATION

Describe your injury in detail: _____

Have or will you seek medical care for this injury? _____ Physician or Hospital: _____

Medical treatment received: _____

Next scheduled appointment: _____

COMPLETE OTHER SIDE →

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V. PREVIOUS MEDICAL TREATMENT (providing incomplete information may constitute fraud)

Have you injured or had pain/symptoms in this area before? Yes_____ No _____

If yes, please explain: _____

_____

_____

Please list all medical practitioners or facilities previously involved with treatment of this area. _____

_____

_____

VI. EMPLOYEE SIGNATURE

WORKERS'S COMPENSATION INFORMATION

- **"Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."**
- The first three days of lost time for an on-the-job injury are not compensated unless you are off duty more than two weeks. You may use accrued sick leave or vacation time for those first three days.
- If your doctor releases you to modified or light duty, and modified or light duty is available, acceptance is mandatory. Failure to accept light duty will result in loss of compensation benefits.
- It is your responsibility to contact your supervisor and dispatch regularly to let them know of your work status.
- It is your responsibility to make sure your time is properly coded for worker's compensation time, vacations, and holidays. Contact your supervisor at least weekly.

I have read and understand the above information. The information I have provided on this form is true and accurate.

Employee signature: _____ Date: _____

VII. SUPERVISOR'S VERIFICATION

I have reviewed this report. I will complete a supervisor's report and submit it to the Office of General Counsel, Claims Unit immediately.

Signature of supervisor verifying the report: _____ Date: _____

QUESTIONS OR CONCERNS ABOUT THIS REPORT SHOULD BE DIRECTED TO TRICIA MCDONALD ext. 2311 OR 287-4534.

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B-10: Rail Service Center Safety Checklists/Audit Forms

Forms on the following two pages.

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UTA TRAX

Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Vehicle Number		**Inspection Date**	
Work Order Number		**Mileage**	

WARNING: TO PREVENT SERIOUS INJURY, ALL PERSONNEL DIRECTLY OR INDIRECTLY INVOLVED WITH THE INSPECTION, MAINTENANCE, REPAIR, AND OPERATION OF THESE VEHICLES MUST FOLLOW THE FOLLOWING PRECAUTIONS:

1. Observe all Utah Transit Authority safety rules and regulations.
2. The vehicle must be located in the assigned maintenance area or authorized track.
3. Ensure that the wheels are chocked when working on the brake system.
4. The vehicle must be keyed down, pantograph down and auxiliary off when working on roof or under the vehicle.
5. The catenary power must be removed and low voltage isolated. The stinger and shop track disconnect switch must be locked and red tag when working on roof and when handling equipment electrical connections or when checking electrical continuity.
6. Ensure that the area is well ventilated when working with materials that produce dangerous fumes and wear protective gear when handling materials that are injurious to the skin or eyes.
7. To protect against flying debris, wear protective gear when cleaning using compressed air.
8. When handling heavy components, it is your responsibility to select a lifting apparatus of adequate type and capacity for the weight and size involved.
9. When fasteners removed from car equipment are not satisfactory for re-use, care must be taken to select replacements that match the originals.
10. Follow all WARNINGS, CAUTIONS and NOTES found throughout S70 RUNNING MAINTENANCE MANUAL.

SPECIAL INSTRUCTIONS:

1. Fill in Badge #, Name, Signature, Initial and Date in BLACK or BLUE ink in the space provided below.
2. Fill in initials in BLACK or BLUE ink besides EACH inspection task you completed.
3. Make comments in the space provided at the end of the inspection. Identify the comment to the specific inspection line number.
4. Findings requiring a repair must be reported immediately to the supervisor.
5. Report material shortages to the supervisor.
6. Report damaged or missing tools.
7. Clean up your work area.

Badge #	Inspector's Name	Signature	Initial	Date

Line	Inspection	A-End	B-End
1.	**Check the Headlights and the Railroad Light for proper operation\condition.**	_____	_____
2.	Check the Marker Lights and the Brake\ Tail\ Turn Lights for proper operation and condition.	_____	_____
3.	Check the Vehicle Fault Light (White), the Brakes Status Light (Red), and the Door Status Light (Yellow) for proper operation and condition.	_____	_____
4.	Verify proper operation of the HVAC System.	_____	_____
5.	Verify illumination and proper operation of all Destination signs and Train Number signs.	_____	_____
6.	Verify the Cab Light for proper operation.	_____	_____
7.	Check the Radio for proper operation.	_____	_____
8.	Verify the presence of the Fire Extinguisher.	_____	_____
9.	Check P.A. System, Passenger Intercom System and Automated Message System for proper operation.	_____	_____
10.	Check the VOD Display Function.	_____	_____
11.	Check the camera display for proper operation.	_____	_____
12.	Check if Bypass seals are installed and intact.	_____	_____
13.	Perform a Console Lamp Test.	_____	_____

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UTA TRAX

Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Line	Inspection	A-End	B-End
14.	Verify proper operation of all Cab Pushbuttons and Foot pedals (Including Horn & Gong).	_____	_____
15.	Check the Sanding system for proper operation.	_____	_____
16.	Verify the operation of the Track Brakes.	_____	_____
17.	Verify proper operation and quality of the Windshield Wipers and Washer.	_____	_____
18.	Fill washer reservoir and inspect washer tubing for damage or loose connection to nozzle.	_____	_____
19.	Verify proper operation and illumination of all Doors, Door Pushbuttons, Warning Lights & Buzzer.	_____	_____
20.	Verify all Interior and Exterior Consoles and Panels are secure.	_____	_____
21.	Check the Hand Rails and Stanchions for damage or loose fit.	_____	_____
22.	Check the Passenger Seats and Cushions for missing hardware and cuts or tears. Replace the cushions if necessary.	_____	_____
23.	Check the level of sand in Sand boxes.	_____	_____
24.	Check the Passenger Windows for damages and graffiti.	_____	_____
25.	Check the Passenger Lights for normal operation.	_____	_____
26.	Inspect Coupler's Mechanical and Electrical Head for damage.	_____	_____
27.	Visually Inspect the Wheel-sets for completeness or damage.		

_____ A-truck _____ C-truck _____ B-truck

Vehicle Finding Log:

Item #	Finding	Logged By:		Status (Work Order Number)
		Badge	Initial	

This certifies that light rail vehicle # _____ was inspected and found to present no potential safety hazards. No items requiring repairs for safe operation exist except as noted. Findings found are described in the Vehicle Finding Log.

Supervisor's Signature: _____ Date: _____

Supervisors' Name: _____ Badge #: _____

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B-11: ROADWAY WORKER PROTECTION SPOT CHECK FORM

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

UTA

RWP Spot Check Form

v1.0

Examiner	
Ex. Badge	

Site Information

Date (m/d/yy)		Street Address		*Use full address, or long/lat.*
Time (24h)				

Track Access

RWIC Name		Rail System	[ ] FrontRunner	Permit in Use?	Y / N
RWIC Badge			[ ] Trax	Permit Number	
Description of Work:				Permit Holder	
				Permit Activated/Track Accessed Correctly?	Y / N
				If no, describe:	

On Track Safety Type (Check all that apply)		Exclusive Track Occupancy (check all that apply)	
[ ] Exclusive Track Occupancy	[ ] Inaccessible Track	[ ] Yellow/Red Flag with Form B	[ ] Y/R without Form B
[ ] Individual Train Detection (ITD)	[ ] Flagger	[ ] Track Removed from Service	[ ] Track and Time
[ ] Watchman/Lookout		[ ] Train Coordination	[ ] Foul Time
Flag Placement correct? if applicable	Y / N	[ ] Trax Exclusive Track Occupancy	[ ] Stop and Hold

Employee RWP Material Requirements

Employee Name		Emp. Badge		RWP Role (Worker, Watchman, RWIC, etc.)
Department Name		Dept. No.		

RWP Card/Sticker		Record Of Briefing			PPE Worn		
[ ] Current and Correct	[ ] Lacking Cert for role	[ ] Complete	[ ] Illegible	[ ] None	[ ] Hard-Hat	[ ] Eyewear	[ ] Earwear
[ ] Expired	[ ] Missing	[ ] Incomplete/Incorrect			[ ] Gloves	[ ] Other: _____	

Employee RWP Knowledge Check

Can ID Roadway Worker in Charge?	Y / N	Can ID Working Limits?	Y / N
Can ID Watchmen/Flaggers?	Y / N	Can describe Train Approach Warning?	Y / N
Can ID Predetermined Place of Safety?	Y / N		

Employee Spot Check Status

Spot Check Status (include role info from back of form, if applicable)		Mitigation Type	
[ ] No Issues	[ ] Minor Mitigation (Complete)	[ ] Individual Coaching	[ ] Individual(s) Removed from Site
[ ] Major Mitigation	[ ] Minor Mitigation (Pending)	[ ] Group Coaching	[ ] Temporary Work Stop
Mitigation Description (Include issue being mitigated and mitigation)		[ ] Site Shutdown	[ ] Other: _____
More space on back		General comments	
		More space on back	

Sect

Examiner Signature:	_____	Date: _____

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Employee name, badge, and date is required on all pages of this form

Employee		Employee Badge		Date	

Advanced Roles (as applicable)

Watchman/Lookout

100% Attention on Duty?	Y / N
Watchman Correctly Positioned?	[ ] Yes
[ ] No - Bad Sightlines	[ ] No - Unsafe
[ ] No - Not in position	[ ] Other: _____
Workgroup is cleared correctly?	Y / N
Sightlines	[ ] Watchman can explain sight requirements
	[ ] Watchman cannot explain sight requirements
	[ ] Sightlines are incorrectly calculated

Train Approach Warning in use (use mitigation comments for issues)

[ ] Phrase [ ] Whistle [ ] Airhorn

[ ] Visual [ ] Physical [ ] Other: _____

Flagger

Flagger Correctly Positioned?	
[ ] Yes	[ ] No - Unsafe
[ ] No - Bad Sightlines	[ ] No - Not in Position
[ ] No - Insufficient Distance from Grou	[ ] Other: _____

Lone Worker

Lone Worker using appropriate On-Track Safety typ	Y / N

Rail Maintenance Machine Operator

RMM Operator trained in vehicle being used?	Y / N
Equipment inspected at beginning of shift?	Y / N
RMM has 20 foot clearance?	Y / N
RMM is movement is safe?	Y / N

If not, describe:

Roadway Worker In Charge (RWIC)

Briefings	[ ] Provided correctly	[ ] Not provided correctly

If not, describe:

Certifications	[ ] All workers certified	[ ] 1+ workers not certifie
Safety Culture - Is safety placed first?		Y / N

If not, describe:

Radio requirement for FLAGGER, LONE WORKER, or RWIC

Radio Status	
[ ] Radio on and tuned correctly	[ ] Radio not tuned
[ ] Radio not on (or not charged)	[ ] No radio

This space provided for addition comments (general comments or mitigation comments - please indicate which is being used)

Sec

Please sign and date both sides of the form

Examiner Signature: _____ Date: _____

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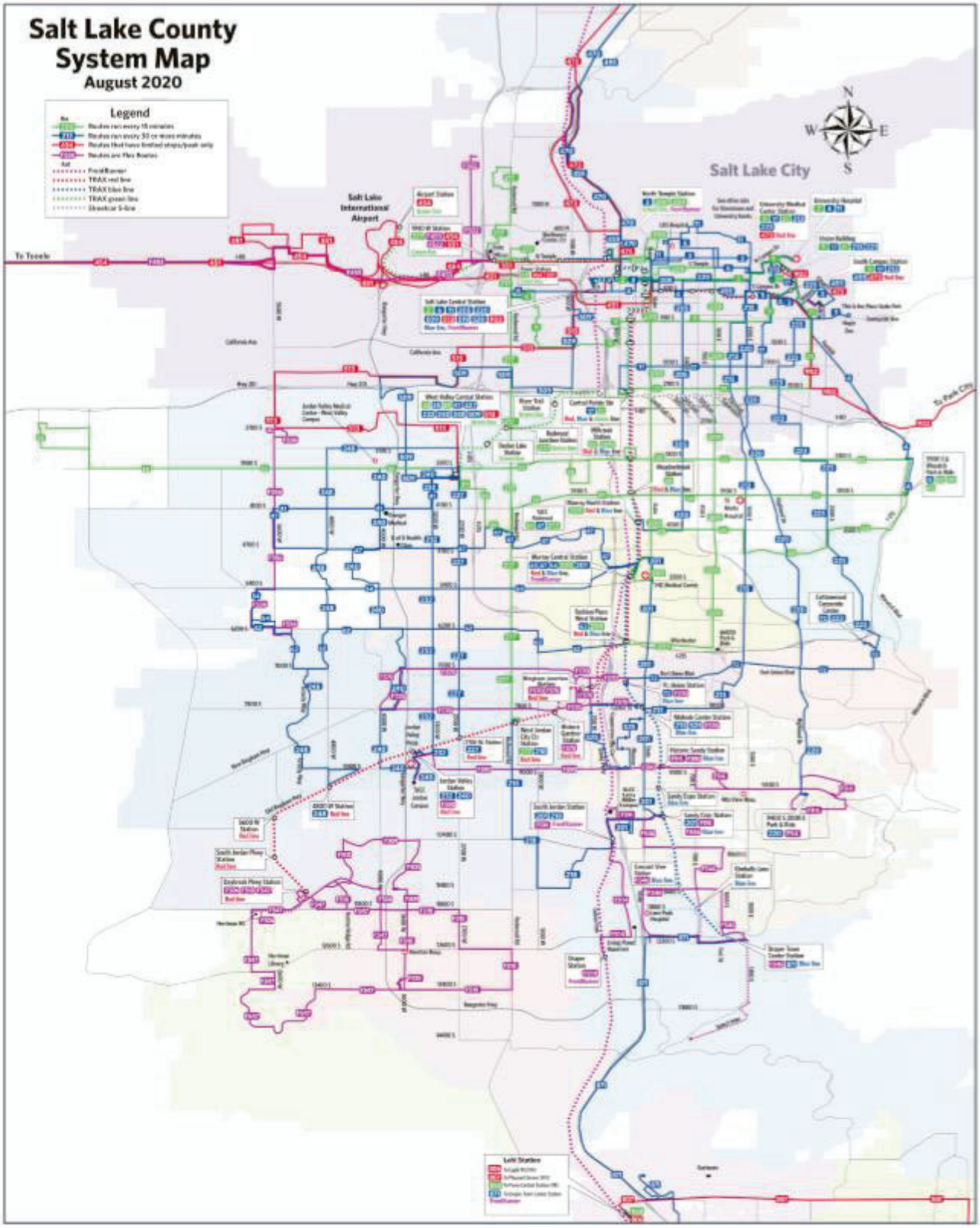
Appendix C: System Maps

DocuSign Envelope ID: 7C9122CD-F022-4C93-B736-E706CB103720

C-1: SALT LAKE BUS SYSTEM MAP



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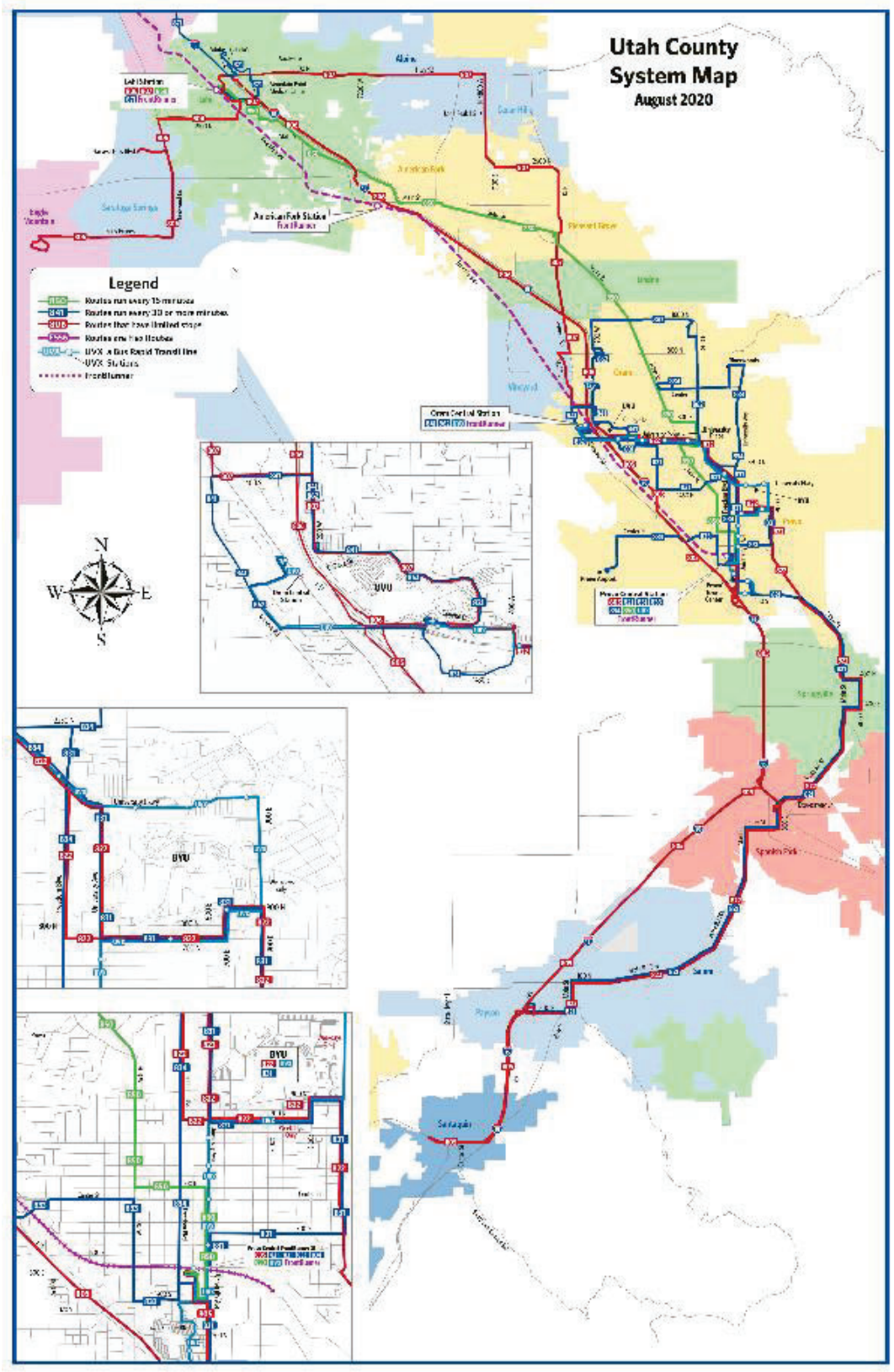
C-2: UTAH COUNTY SYSTEM MAP



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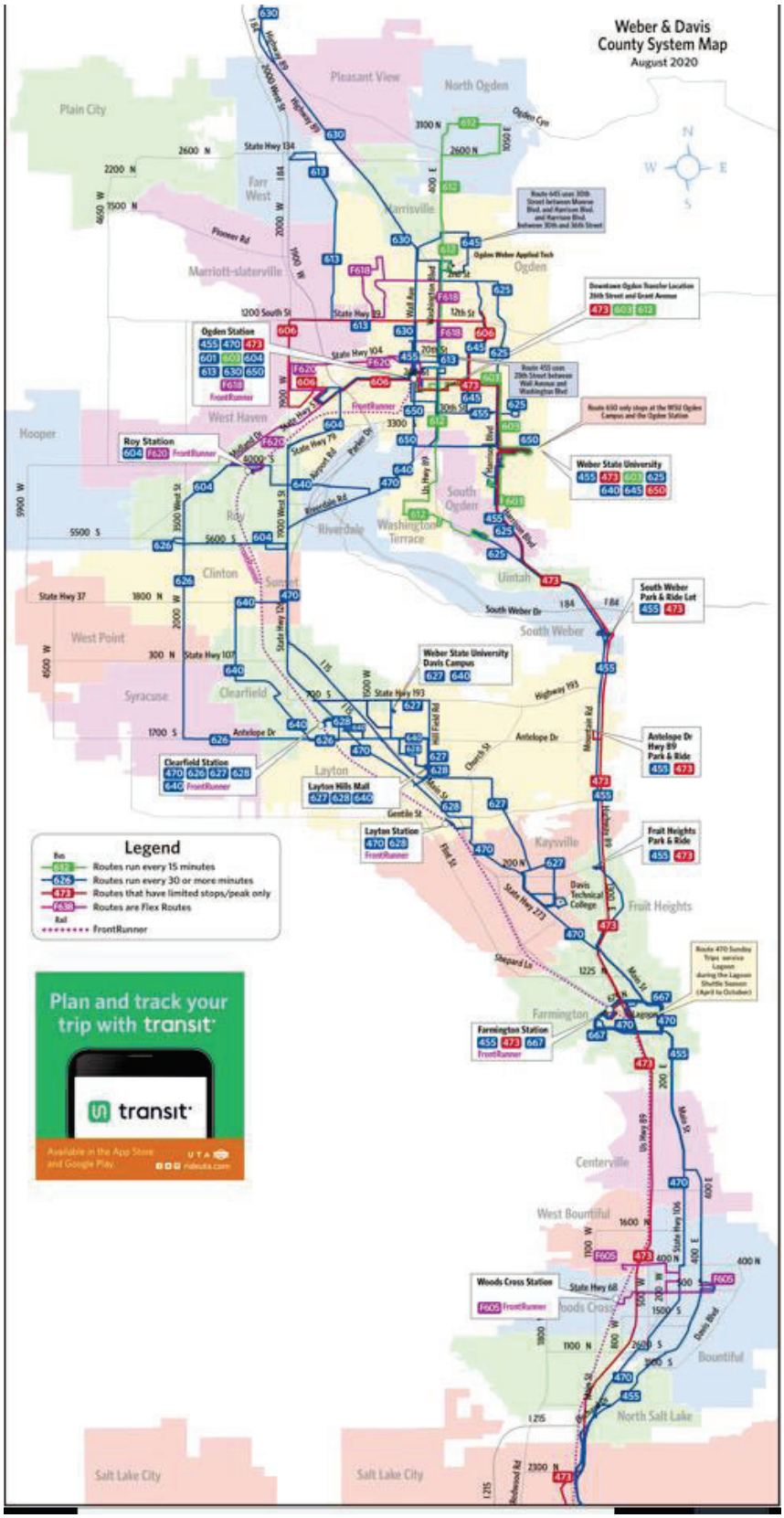
C-3: Weber, North Davis and Box Elder County System Map



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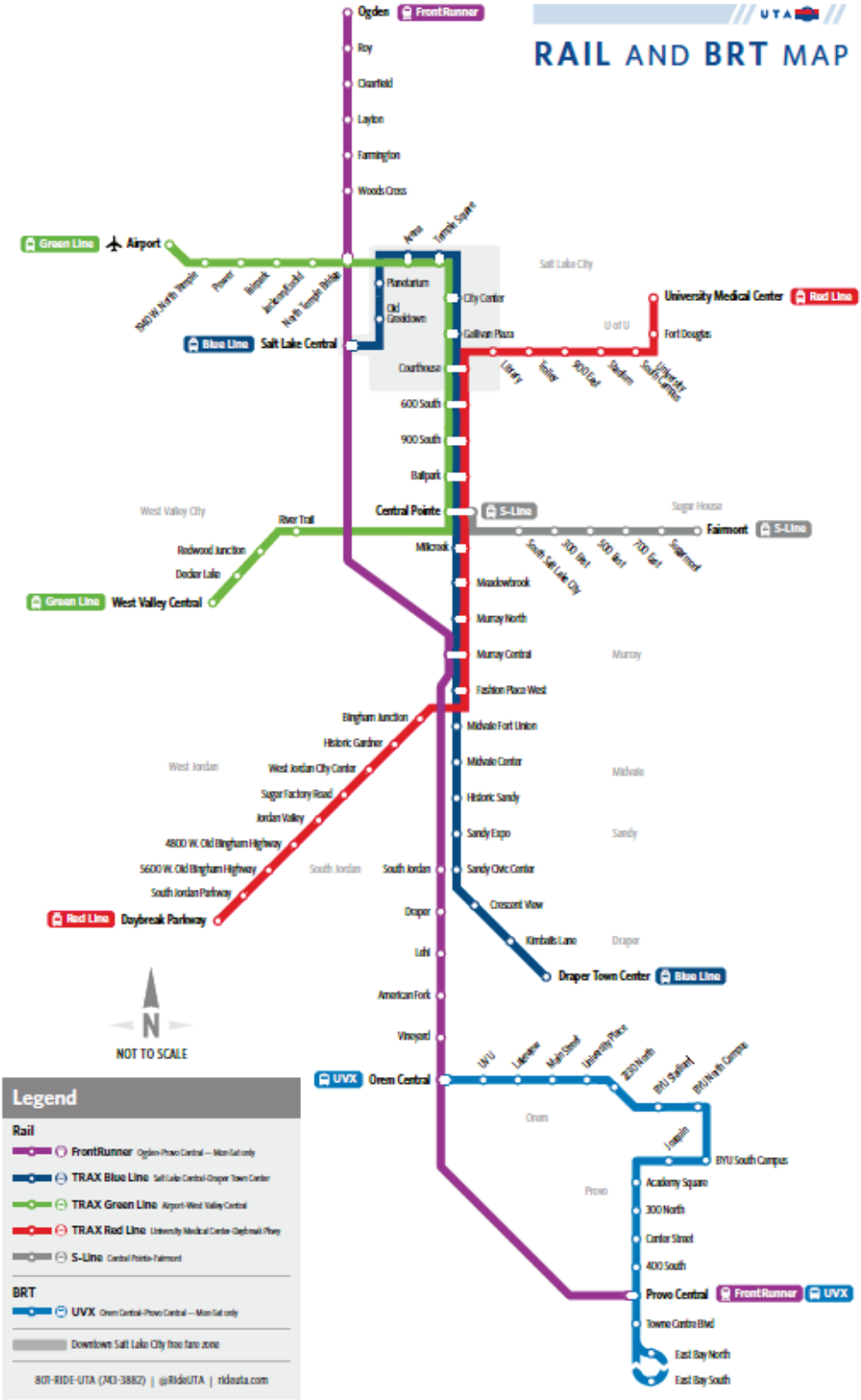
C-4: RAIL (TRAX AND FRONTRUNNER) AND UVX MAP



UTAH TRANSIT AUTHORITY

UTA

669 West 200 South
Salt Lake City, UT 84101

Date: 12/28/2022
From: UTA Joint Safety Committee (JSC)
To: FTA
Subject: Approval of 2023 TASP

The Joint Safety Committee (JSC) has performed its annual review of UTA's proposed 2023 Transit Agency Safety Plan (TASP). This review was conducted in accordance with 49 CFR Parts 673 and 674 and the requirements of the Joint Infrastructure Bill as mandated by the FTA.

UTA corrects a statement made in a letter to the FTA on December 21, 2022, in regard to copies of the TASP to the ATU Local 382. The UTA sent the redline version of the TASP to the ATU Local 382 on November 1st, 2022, and not in July 2022. Both parties agree to partner and improve the interworking's of the JSC.

The JSC hereby approves the 2023 TASP.

Sincerely,

Sheldon Shaw
Director of Safety and Security

Andres Coleman
Regional GM SL BU

Joseph Della Cerra
Labor Relations Business Partner

Rod Dunn
ATU Union President

Norm Blessant
Journeyist

Doug Underwood
Operator

2023 TASP – Summary of Changes

- Updated All Dates 2022 to 2023
- Added “Serious Occurrence” under Events from SSO Program Standard
- Removed “Close Calls and Near Misses” from Occurrence due to new “Serious Occurrence” requirements
- Added Definition of Serious Occurrence
- Removed all reference to FLSSC (Fire Life Safety and Security Committee)
- Removed references to “Pillars”
- Updated UTAs mission statement
- Added additional clarification of RGM responsibility in the hazard process (per CAP 22-01)
- Added Documentation retention according to CFR 673.31 (3 year)
- Updated Safety/Security Department Chart
- Added information regarding new employee Hazard Mgt training
- Updated 2.1.4.2 Hazard Reporting Threshold to UDOT based on SSO Program Standard
- Further defined Local Hazard Log, and Safety Department Hazard Logs and responsibilities based on Cap 22-01
- Removed the Environmental Compliance Administrator as the audit program coordinator
- Removed the term “21 element checklist” pertaining to the internal audits
- Updated SSO contact information
- Updated 3.6 System Safety and Security Certification Program based on SSO program Standard
- Added 4.1.2.5 Joint Labor Management Safety Committee in place of Facility Safety Committee (in accordance with bi-partisan bill requirements)
- Added section outlining commitment to de-escalation training
- Removed itemized training list, which is documented separately and used by reference instead of duplication
- Added Training Compliance Review/Review of Assignment completion and Record Keeping
- Updated appendix items to reflect current information for 2022

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Hal Johnson, Manager of Project Research & Development

TITLE:

Contract: Local Transportation Funding Agreement (Weber County)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize the Executive Director to execute the funding agreement with Weber County for the corridor preservation project, which provides $1,500,000 to UTA for right of way acquisition.

BACKGROUND:
The Brigham City Transit Corridor Study was completed in 2007. The study examined options for a transit link between Ogden and Brigham. The report concluded that commuter rail was the best mode to connect the two communities. Just after the corridor study was completed, Box Elder County passed a sales tax to support the development of the extension of commuter rail to Box Elder County. The Regional Transportation Plan identifies the need to preserve right of way for this future project. For the past five years, UTA has been working to advance corridor preservation efforts. UTA has purchased 21 properties in Box Elder County with the 2nd quarter sales tax dedicated to this project. There is no dedicated funding for corridor preservation in Weber County.

DISCUSSION:
The Weber Area Council of Governments has awarded the project $1.5 million from the Local Transportation Corridor Preservation Fund. This award is in addition to the $3.0 million allocated to Ogden City for the Business District Ogden station site.

UTA's obligations include the following:

- The UTA shall be responsible for the Right-of-Way acquisition; in addition, UTA shall be responsible for the design, construction, and maintenance of the Project.
- The UTA shall ensure that all applicable local, state, and federal guidelines are followed with respect to property acquisition, description and recording.

The UTA shall comply with all program policies that have been adopted by WACOG. Should any of them conflict with state or federal law, the conflicting provisions of state or federal law shall control.

CONTRACT SUMMARY:

Partner Name:	Weber County
Contract Number:	23-P00219
Base Contract Effective Dates:	4/12/2023-4/11/2028
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$1,500,000 revenue to UTA
Procurement Method:	N/A
Budget Authority:	Revenue accounted for in Capital Plan

ALTERNATIVES:

If UTA does not sign the agreement, alternative sources of funding will be needed.

FISCAL IMPACT:

Approximately $20 million is needed for right-of-way in Weber County. In addition to the funds awarded to the project by the county ($3.0 million for the station site + the current award of $1.5 million), UTA has received $1.5 million from the Surface Transportation Block Grant Program. Additional work is needed to fund the remainder of the project.

ATTACHMENTS:

Weber County Local Transportation Funding Agreement.

DocuSign Envelope ID: A7D342E3-02D1-4E04-BC33-5D42C836647C

LOCAL TRANSPORTATION FUNDING AGREEMENT

This Agreement is made effective this _____ day of _____2023, by and between Weber County, a political subdivision of the State of Utah (County) and the Utah Transit Authority, a large public transit district (UTA) (collectively the "Parties" or individually the "Party"), and witnesses that:

WHEREAS, Pursuant to Utah Code Annotated §72-2-117.5, the Local Transportation Corridor Preservation Fund provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding for transportation and transit projects or services, and

WHEREAS, the Weber Area Council of Governments (WACOG) is the council of governments with the authority to work with Weber County, the local legislative body, to prioritize and approve funding for such transportation projects; and

WHEREAS, the Commuter Rail project (Project) is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

WHEREAS, UTA intends to preserve right-of-way (Right-of-Way) in preparation for a future extension of Frontrunner from the Intermodal Hub in Ogden north to the Weber County/Box Elder County boundary; and

WHEREAS, UTA submitted a timely and complete application/request to the WACOG, and accordingly such request was approved by the WACOG on November 7, 2022 and subsequently approved by the Weber County Commission on November 15, 2022; and

WHEREAS, the County has committed to assist with Right-of-Way acquisition and related costs up to $1,500,000 programmed for calendar year 2024, which monies shall come from the Local Transportation Corridor Preservation Fund ("Funds"); and

WHEREAS, the County and the UTA propose to enter into this Agreement to establish the terms and conditions the County and the UTA will be bound to in regard to this Agreement;

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION ONE

DocuSign Envelope ID: A7D342E3-02D1-4E04-BC33-5D42C836647C

INTRODUCTION AND BACKGROUND

A. Introduction and Project Background.

The Brigham City Transit Corridor Study was completed in 2007. The study examined options for a transit link between Ogden and Brigham. The report concluded that commuter rail was the best mode to connect the two communities. Just after the corridor study was completed, Box Elder County passed a second-quarter sales tax to support the development of the extension of commuter rail to Box Elder County. Additionally, the 2019-2050 Regional Transportation Plan identifies the need to preserve the right of way for a future transit project between Ogden and Brigham City as a phase 1 project. For the past four years, Utah Transit Authority (UTA) has been working to advance corridor preservation efforts in Box Elder and Weber County.

UTA's FrontRunner commuter rail service began in 2008, operating between Salt Lake City and Ogden, with limited service to Pleasant View. Previously UTA trains heading north of 12th Street ran on Union Pacific's (UP) track. This service was limited based on the freight schedule. The Rail Safety Improvement Act of 2008 required that all rail providers implement positive train control (PTC) systems by the end of 2018. At this time, UP and UTA have developed different PTC solutions. Using the shared track would require a significant investment in PTC equipment by UTA.

Corridor preservation will allow transit services to the north to be expanded in the future. Purchasing the property along UP's track is beneficial because it minimizes damage to homes, businesses, and the related costs of acquiring right-of-way when improvements are made. Right-of-way costs often represent the single most significant expenditure for a transportation improvement, particularly in growing urbanized areas where transportation improvement needs are the greatest. Furthermore, this project supports long-term transportation plans.

The project proposes to acquire a 50-foot-wide corridor adjacent to Union Pacific's Ogden Subdivision tracks. The total corridor length is approximately 7 miles in length. Ogden City was previously awarded $3.0 million from Weber County's Corridor Preservation Fund for the BDO station site. Meridian Engineering is completing surveying work. They are identifying where property lines are located and preparing the needed documentation for acquisitions.

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B. County Obligations.

1. The County agrees to reimburse UTA $1,500,000 programmed for calendar year 2024 for the purchase of right-of-way, and right-of-way related expenditures, from the Local Transportation Corridor Preservation Fund.

2. The County's payment obligation of Funds will arise only after the submission, by the UTA, of appropriate evidence of expenditures that qualify for reimbursement under this agreement. If the UTA does not expend and seek reimbursement for the full amount approved, then the appropriate Weber County Local Transportation Fund will retain the remaining funds.

3. The County is not responsible for the construction, maintenance, or completion of the project.

4. The UTA acknowledges that the County cannot guarantee the payment of Funds not yet appropriated, including the funds described in paragraph B.1. While the County may not use those funds for purposes or projects that have not gone through the WACOG process, which is outlined in Utah Code Annotated §72-2-117.5, there is no guarantee that the applicable tax revenue will be sufficient to fund all approved projects. If there is a funding shortfall at the time the County prepares its budget for one of the years referenced in paragraph B.1 then notwithstanding any other provision of this Agreement, the County may, without penalty or liability of any kind, appropriate for the Project a proportional amount, as follows: the County shall calculate the ratio of money promised for this Project to the total promised money for WACOG approved projects for the year, and then the County shall multiply that ratio by the actual funds anticipated to be available for WACOG approved projects at the time the County prepares its budget for the year. Here is an example using hypothetical numbers:

   Assume the County has promised $1,250,000 for this Project for the year 2024. If the County promised a total of $25,000,000 for WACOG approved projects for 2024, then the ratio would be 5%. If, at budget preparation time, the available funds were only anticipated to be $15,000,000, then the County would only be obligated to pay 5% of the $15,000,000 to this Project, or $750,000.

   If the County pays a reduced, proportional amount as set forth above, it shall continue to pay proportional amounts of the funds available for WACOG approved projects in subsequent years, and shall not approve new projects to

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use those funds for those years, until the full amount set forth in this Agreement has been paid. The UTA specifically acknowledges and agrees that in the event of a funding shortfall, the County shall not be obligated to make up the difference using the County's general funds or any other funding source.

C. UTA Obligations.

1. The UTA shall be responsible for the Right-of-Way acquisition; in addition, UTA shall be responsible for the design, construction, and maintenance of the Project.

2. The UTA shall ensure that all applicable local, state and federal guidelines are followed with respect to property acquisition, description and recording.

3. The UTA shall comply with all program policies that have been adopted by WACOG. Should any of them conflict with state or federal law, the conflicting provisions of state or federal law shall control.

D. Joint Obligations.

1. The Parties agree to jointly develop accounting and reporting procedures for the use and reimbursement of Funds.

E. Miscellaneous.

1. Indemnification. In cases where a claim is brought or made against County arising from its reimbursement of funds and their use to UTA, County may elect to tender defense of the claim to UTA, who hereby agrees to defend County on such claim; provided, nothing herein shall constitute a waiver of the parties' immunity pursuant to the Governmental Immunity Act of the State of Utah.

2. Modification. This Agreement may be modified only upon the written agreement of both parties.

3. Applicable Law. This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.

4. Default. The County may declare a default, terminate this Agreement, and cease further payments if: (1) the UTA fails to obtain or provide its share of the funding; (2) the project changes in any material way from what WACOG approved; or (3) the Right of Way is not purchased pursuant to WACOG policies and procedures. Should UTA be found by a Court of competent jurisdiction to be

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in Default of this Agreement, UTA shall be required to return any Funds it has received hereunder to County.

5. Term. This Agreement shall terminate at the earlier of (1) reimbursement of Funds from County to UTA as provided herein; or (2) in five years from the effective date.

6. Notice. Any notice or certification required or permitted to be delivered under this agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

   Board of Weber County Commissioners
   2380 Washington Blvd., Suite 320, Ogden, UT 84401

   Utah Transit Authority
   669 West 200 South, Salt Lake City, UT 84101

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

9. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either Party or agents for either Party that are not contained in this Agreement shall be binding or valid.

10. Waiver. No failure to enforce any provision of this Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

11. Dispute Resolution. If a dispute arises regarding this Agreement, the Parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the Parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.

DocuSign Envelope ID: A7D342E3-02D1-4E04-BC33-5D42C836647C

12. No Interlocal Entity Created. This Agreement does not create a separate legal entity nor does it involve interlocal cooperation pursuant to §11-13-101 et. seq.

13. No Third-Party Beneficiaries. The parties agree that the terms herein and all rights relating to the subject matter thereof shall be strictly reserved to the parties, and nothing contained in this Agreement shall give any claim or right to any other third party.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By_____
Gage Froerer, Chair

Commissioner Harvey voted _____
Commissioner Bolos voted _____
Commissioner Froerer voted _____

ATTEST:

_____
Ricky Hatch, CPA
Weber County Clerk/Auditor

UTAH TRANSIT AUTHORITY

By_____
Jay Fox
Executive Director

By_____
Mary DeLoretto
Chief Service Development Officer

APPROVED:

DocuSigned by:
Tim Merrill
56A03BC7C491482...

Tim Merrill 2/22/2023
Assistant Attorney General

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Bill Green, Chief Financial Officer
PRESENTER(S):	Christy Allen, Coordinated Mobility Manager Alex Beim, Acting Manager Long Range Strat Plan

TITLE:

Contract: Areas of Persistent Poverty Program (AoPP) Grant Study Cooperative Agreement (University of Utah)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize the Executive Director to execute this Cooperative Agreement and associated disbursements with the University of Utah in the amount of $440,584, including $55,000 of matching funds from U of U and Via (match for in-kind services provided).

BACKGROUND:
The Areas of Persistent Poverty Grant was identified as a possible funding source by the Innovative Mobility Department to study a possible transition from UTA's current traditional 24-hour notice Paratransit service powered by gasoline vehicles, as compared to a more dynamic service which also introduces zero emission vehicles. Resulting changes could significantly increase rider convenience, improve service equity and productivity, improve access, and take steps toward cleaner air and better health for an especially vulnerable population.

UTA was awarded $385,584 in AoPP grant funds. There is a soft match (for in-kind services provided in support of the grant) from the University of Utah for $35,000 and from Via for $20,000 for a total match of $55,000. The University of Utah, Via, and the Center for Transportation and the Environment (CTE) were named in the grant as sub awardees. The total cost for the study is $440,584.

DISCUSSION:
Utilizing grant and matching funds as outlined in this agreement, UTA will partner with the University of Utah,

VIA, and CTE to study the issues outlined below.

UTA needs a plan to evolve Paratransit services to better meet the expectations of this especially vulnerable population. In 2019 Paratransit riders took 387,942 trips, averaging 32,000 rides per month. The UTA Paratransit service area overlaps with multiple environmental justice / persistent poverty communities. (See description in "Section I. Applicant Information" for census tract list and associated maps in Attachment "UTA AoPP Census Tract Maps.pdf".) The proposed study would allow UTA to understand the use cases and economic viability of on-demand ADA accessible microtransit services versus more traditional prescheduled services, or some combination thereof. UTA would like to explore expanding access to Paratransit vehicles and drivers when travel demand is lower. The study would evaluate the feasibility, need, and costs of making paratransit vehicles available on-demand to riders who are not Paratransit eligible during midday, off-peak hours, late night, or weekends for more productive use of UTA's existing idle resources. Current service will be studied as well as a possible implementation plan for expanded paratransit service that could become part of the five-year service plan.

UTA needs to better understand how Paratransit service is perceived and delivered for those living in persistent poverty by analyzing existing conditions. The proposed analysis will compare service quality characteristics and customer feedback across its service area and contrast those to AoPPs, to determine if there are steps UTA can take to improve Paratransit services in AoPP.

UTA needs a Paratransit fleet replacement plan. The current service (including UTA directly operated and contracted services) uses 182 gasoline and diesel-powered vehicles that traveled more than 2,987,644 miles in 2019. The average age of UTA's Paratransit vehicles is 4.6 years old. These vehicles receive heavy daily use and must be replaced every 7 to 9 years. A strategy to introduce electric or zero emission vehicles into the Paratransit bus fleet along with associated infrastructure and costs does not exist. This strategy needs to be developed to help improve Utah's air quality and to align with UTA's long-term integrated fleet management plan. All 6 counties receiving UTA Paratransit service are rated Serious for PM-2.5 pollutants, 5 out of 6 counties are rated Marginal for 8-hour Ozone pollutants, and 2 counties are non-attainment areas for sulfur dioxide. See details in Attachment "Air Quality Info for AOPP August 2021".

Finally, UTA needs to ensure in-depth, inclusive community engagement throughout the Paratransit Forward study project. UTA and partners will conduct an extensive public engagement process to understand perceptions of the current system's performance and potential tools to improve the service, with a focus on serving people with a diverse range of disabilities. The proposed study would collect baseline rider demographic data to learn how closely Paratransit users reflect their broader community demographics.

CONTRACT SUMMARY:

Contractor Name:	University of Utah
Contract Number:	23-P00224
Base Contract Effective Dates:	4/13/2023 - 10/13/2024

Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$440,584 (including in-kind grant match funds)
Procurement Method:	No RFP needed. Partners identified in the grant application.
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

If this Agreement is not approved, UTA will have to return the awarded funds back to FTA which could impact the probability of receiving future grant awards. Additionally, UTA will not have a studied and reliable plan for paratransit service moving forward.

FISCAL IMPACT:

This project is funded in the 2023-2027 Capital Budget and the $385,000 in grant funding is identified. The 10% match requirement is being provided by in-kind time and effort from the University of Utah and Via.

ATTACHMENTS:

The Cooperative Agreement

2-7-23

Cooperative Agreement

between

Utah Transit Authority

and

The University of Utah

This cooperative agreement between the University of Utah (University), a body politic and corporate of the State of Utah, and Utah Transit Authority (UTA) (hereinafter "Party or Parties") is intended to describe the roles and responsibilities of the Parties with regard to the Federal Transit Administration (FTA) Areas of Persistent Poverty Program (AoPP) grant award study.

Background: UTA was awarded an FTA grant entitled Areas of Persistent Poverty which is aimed at providing better accessibility for public transit to areas of greatest and most persistent poverty within UTA's transit district. The University of Utah was named as the principal investigator under the grant with Via Mobility LLC (Via) and The Center for Transportation and the Environment (CTE) being also named as subrecipients. UTA and the University intend to enter into a Cooperative Agreement for implementation and accomplishment of the grant objectives. Via and CTE will act as subcontractors to the University in performance of the grant objectives.

Agreement: The Parties hereby enter into this cooperative agreement under the terms described below:

1. Overall Project Description: The project will study a possible transition from UTA's current traditional 24-hour notice Paratransit service powered by gasoline vehicles, as compared to a more dynamic service which also introduces zero emission vehicles. Resulting changes could significantly increase rider convenience, improve service equity and productivity, improve access, and take steps toward cleaner air and better health for an especially vulnerable population.
    a. The study will focus on four tasks: (1) evaluate the potential to transition UTA's Paratransit operating software to a more dynamic on demand system with a focus on equitably serving high poverty areas, (2) evaluate the viability of using existing resources during off-peak hours to provide on demand rides to the public, (3) plan to introduce zero emission Paratransit vehicles, and (4) ensure in-depth community engagement to include a diverse range of people with disabilities.
    b. The intent of the Paratransit Forward project is to improve the customer experience and cost effectiveness of UTA Paratransit services for customers with disabilities who are often below the poverty line. This project provides funds for UTA to partner with the University of Utah, who will work with Via and the Center for Transportation and the Environment (CTE), to study the potential for operational and customer experience improvements for UTA's paratransit services.

c. UTA has identified 61 census tracts that meet the criteria of a persistent poverty in the communities of Davis, Salt Lake, Utah and Weber counties which are within the urbanized areas UTA services. In formulating ways to address inequities there is a need to create more applicable datasets to review current conditions and identify action items. UTA is looking to fully assess the impacts of paratransit services on environmental justice (EJ) populations by developing a broader approach to data gathering and utilization in providing these transit services. UTA is in part wanting to conduct surveys and subsequent planning to identify and address any potential disparities between the community and those accessing paratransit services. This project/study will address racial equity and access to opportunity by planning to gather data on the race and income of riders during public engagement. The 61 census tracts in the UTA urbanized area that are defined as areas of persistent poverty are listed in **Exhibit A** along with maps of the identified census tracts.

2. UTA Responsibilities & Obligations.

a. Technical and Management Contribution.

i. UTA will manage the grant application, award, and implementation processes. UTA will provide and assist with data requested by the University of Utah that is necessary to conduct the project/study. The information provided by UTA will be covered by the confidentiality provision at paragraph 10. i below. UTA will document all data provided for the study as well as the source of the data and date provided.

ii. UTA will assist in developing several "service alternative" scenarios and will help model service impacts of Via and Trapeze software. UTA will provide any necessary information that may be needed for the electrification portion of the project.

iii. UTA will work with the U of U and its partners to develop a community engagement plan for the project. UTA will provide incentives (i.e., gift cards) for those in the community participating in certain aspects of the community engagement; further details to be determined.

b. UTA Financial Match Contribution: Zero

3. . University Responsibilities & Obligations.

a. Technical and Management Contribution. The University of Utah group will be responsible for leading the project under the oversight of UTA. The University will be responsible for accomplishment of Work Plan (detailed in **Exhibit B**) described below but shall enter into sublevel agreements with Via and CTE for the individual

scopes of work shown in **Exhibits B, C & D**. The University will manage the sublevel agreements and payments to Via and CTE.

b. Scope of Work: The University is responsible for accomplishment of the following Scope of Work which is detailed in **Exhibit B**:

> With consultation and guidance from UTA, the University of Utah will conduct the Paratransit Efficiency Analysis of software scenarios (Trapeze v. Via v. combination) from a neutral third-party perspective. The University will perform cost sensitivity, demand analysis, and evaluation of the potential benefits when comparing different operational strategies. Potential strategies will include using existing resources during off-peak hours to provide on demand rides to the public. Via will support this work by running simulations and providing other input at the request of U of U. For existing conditions analysis, Via will examine the performance of the existing Paratransit service in AoPP and contrast this to other areas served by UTA to understand how Paratransit service is delivered for those living in persistent poverty. This analysis will compare the uptake of Paratransit, reliability, and customer feedback to determine whether there are steps UTA can take to improve paratransit in AoPP.

The Exhibit B describes the specific tasks contained in the University Scope of Work and for which the University will be held accountable.

c. **Financial Contribution:** The U of U will contribute $35,000 in kind match and Via will provide $20,000 in kind match totaling 13% matching in-kind funds ($55,000).

d. **Deliverables and Allotment Funds**

1.Written report document summarizing work performed for the task “Existing UTA Paratransit Analysis” at a not-to-exceed cost of $78,000, after matching funds are applied.

2. Written report document summarizing work performed for the task “Operational Strategies Research” at a not-to-exceed cost of $65,000, after matching funds are applied.

3.Written report document summarizing work performed for the task “Alternatives Analysis” at a not-to-exceed cost of $102,000, after matching funds are applied.

4. Written report document summarizing work performed for the task “Electrification” at a not-to-exceed the cost of $35,000, after matching funds are applied.

5. Written report document summarizing work performed for the task "Community Engagement" at a not-to-exceed cost of $100,000, after matching funds are applied.

Tasks, deliverables and budget are detailed in **Exhibit B**.

TOTAL FEDERAL	$385,584: $175,217 (U of U), $175,367 (Via), $35,000 (CTE)
TOTAL MATCH	$55,000: $35,000 (U of U), $20,000 (Via)
TOTAL	$440,584

*These are not-to-exceed amounts (NTEs)

4. Payment: UTA shall receive, manage, and distribute contributions provided by the AoPP Grant award. The U of U shall submit invoices and expenditure summaries to UTA based on the above workplan and Exhibit B outlining deliverables on a monthly basis. Payment shall be due 30 days from date of invoice. The U of U will manage all billing and payments to Via and CTE, UTA will not pay these partners directly. The U of U will document and verify the value of its $35,000 effort contribution. of CTE has no in-kind contribution to the project. Invoices to UTA will reflect the 87% reimbursement as well as the 13% in-kind match. Support documentation for each task description for which reimbursement is sought shall be sufficient to adequately document allowable reimbursable expenses. Such support documentation will include at a minimum itemized expense documentation related to University of Utah the effort of the Principle Investigator, Via software simulation work and the work performed to complete the outlined tasks. University mark ups on VIA and CTE costs shall be equal to its applicable federal negotiated F&A rate for administration and management.

5. Budget: The following is the federal grant and local/in-kind match budget for the AoPP Grant. These amounts will be regarded as Not-to-Exceed amounts for purposes of this Agreement. University is not authorized to exceed, nor allow Via or CTE to exceed, these amounts without the express written consent of UTA.

Description	Federal Amount	Match Amount
CTE Study electrification of UTA Paratransit Fleet – market/cost analysis. Operations recommendation costing.	$35,000	$0
VIA Assist U of U in paratransit improvement/resource study. Contract for public engagement. Existing conditions	$175,367	$20,000
U of U operations software scenario lead. Evaluate benefits of on-demand. Assist with costing and operational strategies.	$175,217	$35,000
TOTAL	$385,584	$55,000

The University of Utah is contributing $35,000 worth of effort of their Principal Investigator for the project as in-kind match for the grant funds.

VIA Mobility is also contributing the value of their software simulation work, valued at $20,000, as in-kind match to the project. This is reflected on the last line of their submitted cost estimate.

6. Monthly Progress Updates. Each Party agrees to participate in monthly progress and status meetings and/or reports as scheduled by UTA. Each Party shall provide a full and transparent accounting of its efforts under this Agreement as well as its plans moving forward.

7. FTA Master Agreement: Each party agrees that as a recipient or sub-recipient of an FTA grant, it will abide by the required FTA clauses from FTA Master Agreement attached as **Exhibit F** to this Agreement. The University will ensure that its sub agreements with VIA and CTE also contain these required federal terms.

8. Reasonable Efforts: Each Party will use reasonable efforts consistent with their mission to effectuate the purpose of the grant as described above.

9. Duration and Termination. The duration of this Agreement shall be 18 months from the Effective Date. Any Party may terminate its participation in the Agreement at any time with 60 days advance notice. If termination occurs from any Party, UTA shall reimburse the other Parties for all activities carried out until the date of termination and all non-cancellable fees and costs incurred up to the date of termination. UTA's reimbursement obligation under this paragraph shall not exceed the amount of federal grant funds received. The Parties will be liable for their promised cost match in proportion with its receipt and expenditure of federal grant funds as of the date of Termination, as well as any repayment of unearned federal funds required by FTA.

10. General Provisions

    a. MUTUAL INDEMNITY

        i. Each Party to the fullest extent permitted by law, shall indemnify, hold harmless and defend the other Party's officers, directors, and employees from and against claims, losses, damages, liabilities, resulting from its negligent acts or omissions.

        ii. Both Parties to this Agreement are governmental entities under the Governmental Immunity Act of Utah, Utah Code §§ 63G -7-101 to 904, as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by the either Party of any protections, rights, or defenses applicable to the respective Parties under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. It is not the intent of either Party to incur by contract any liability for the operations, acts, or omissions of the other Parties or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, or the application of any law other than the laws of the State of

Utah to this Agreement any indemnity obligations of the Parties retained in the Agreement are subject to the Act, are limited to the amounts established in section 63G-7-604 of the Act, and are further limited only to claims that arise from the negligent acts or omissions of the respective Parties.

b. OWNERSHIP WORK PRODUCT

i. Any intellectual property prepared or developed pursuant to this Agreement including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples ("Foreground IP"), shall remain the property of the Party or Parties who developed the IP, however the other Parties shall receive a non-exclusive, perpetual, royalty free, world-wide, non-sublicensable license in the technology or IP.

Notwithstanding the foregoing, under the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement including the subject agreement, the Federal Transit Authority, through UTA as its agent, with regard data first produced under this Agreement, shall receive a license that is royalty-free, non-exclusive, and irrevocable. The Federal Government shall be permitted to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes only. Furthermore, the FTA may make available its licenses data to any FTA Recipient of Third Party, for Federal Government Purposes only.

c. FORCE MAJEURE: No 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.

d. DISPUTES: Disputes arising under this Agreement shall be resolved by discussion at successive levels of management culminating with the respective Chief Executive Officers or Executive Directors. If resolution doesn't occur through good faith discussion at the Executive Director level, the Parties shall submit the matter to a court of competent jurisdiction within the State of Utah.

e. WAIVER Failure of any Party at any time to require performance of any provision of this Agreement shall not limit the other Parties' rights to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision of a waiver of the provision itself or any other provision.

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

g. ENTIRE AGREEMENT This Agreement supersedes and replaces all written and oral agreements previously made or existing between the Agencies regarding the subject

matter hereof. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.

h. PUBLICATION The University of Utah and its personnel shall have the right, consistent with academic standards and subject to this Section, to publish in scientific or other journals, or to present at professional or academic conferences or other meetings, data and results created by the University of Utah under this Agreement. Sixty (60) days prior to submission of any material for publication or presentation, the University of Utah shall provide UTA with such material for its review. No publication or presentation shall be made unless and until any confidential information provided to the University of Utah by UTA has been removed, unless otherwise approved in writing by UTA. If requested in writing by UTA, the University of Utah shall withhold, or shall cause its personnel to withhold, material from submission for publication or presentation for an additional Sixty (60) days from the date of UTA's request to allow for the filing of a patent application or the taking of such measures as UTA deems appropriate to establish and preserve its proprietary rights in the information or material being submitted for publication or presentation. If the University of Utah does not receive UTA's written response to the proposed publication within the sixty (60) day period, then UTA shall be deemed to have consented to such submission or public disclosure of the proposed publication delivered to UTA.

i. CONFIDENTIALITY All data or information exchanged between the Parties shall be used only for purposes of performance under this Agreement and for no other purpose. The obligations of non-disclosure do not apply when: (a) the receiving party is required to provide such information by law or under a court or other administrative agency ruling, (b) such information is known to the receiving party as of the date of disclosure (other than by breach of a duty of confidence owed to any person), (c) is independently developed by the receiving party, or lawfully comes into its possession from another source,(d) such information is already or comes within the public domain (other than by breach of a duty of confidence owed to any person), or (e) such information is acquired independently from a third party that has the right to disseminate such information at the time it is acquired. Data shall be provided only to those individuals within the University or UTA who have a need to know based on their involvement with this project unless consent is received from the Party furnishing the data or information. Notwithstanding, UTA and the University of Utah is subject to the Utah Government Records Access and Management Act, Section 63G-2-101, et. seq., Utah Code Ann. ("GRAMA"), as amended; Under GRAMA, certain records in connection with this Agreement may be subject to public disclosure; the Parties acknowledge that UTA and the University of Utah's confidentiality obligations under this Agreement shall be subject in all respects to compliance with GRAMA.

j. INSURANCE The Parties to this Agreement shall either self-insure or maintain insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

k. USE OF NAME No Party may not use the name of any of the other Parties in any news release or advertising or any publications directed to the general public without written approval of the other Party.

l. EXPORT CONTROL In the event that a party under this Agreement intends to provide information, equipment or materials restricted under applicable export control law or regulations (including but not limited to Export Administration Regulations and International Traffic in Arms Regulations, to the other party during the course of any activity under this Agreement, the disclosing party must first notify the receiving party of its intention to provide this data at least 30 days in advance of actually providing this information, equipment or materials, and indicate to whom at receiving party the information, equipment or materials is being provided, along with specific reference to the applicable regulatory sections. Receiving party will then determine whether it will accept such information, equipment or materials or decline. In addition, each party's performance of any activity under this Agreement is subject to compliance with all U.S. export control and Office of Foreign Assets Controls (OFAC) regulations.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date written below.

UTAH TRANSIT AUTHORITY

_____

Title: Executive Director

Date: _____

UNIVERSITY OF UTAH

_____

Title:

Date: _____

_____

Title: Chief Financial Officer

Date: _____

AATF:

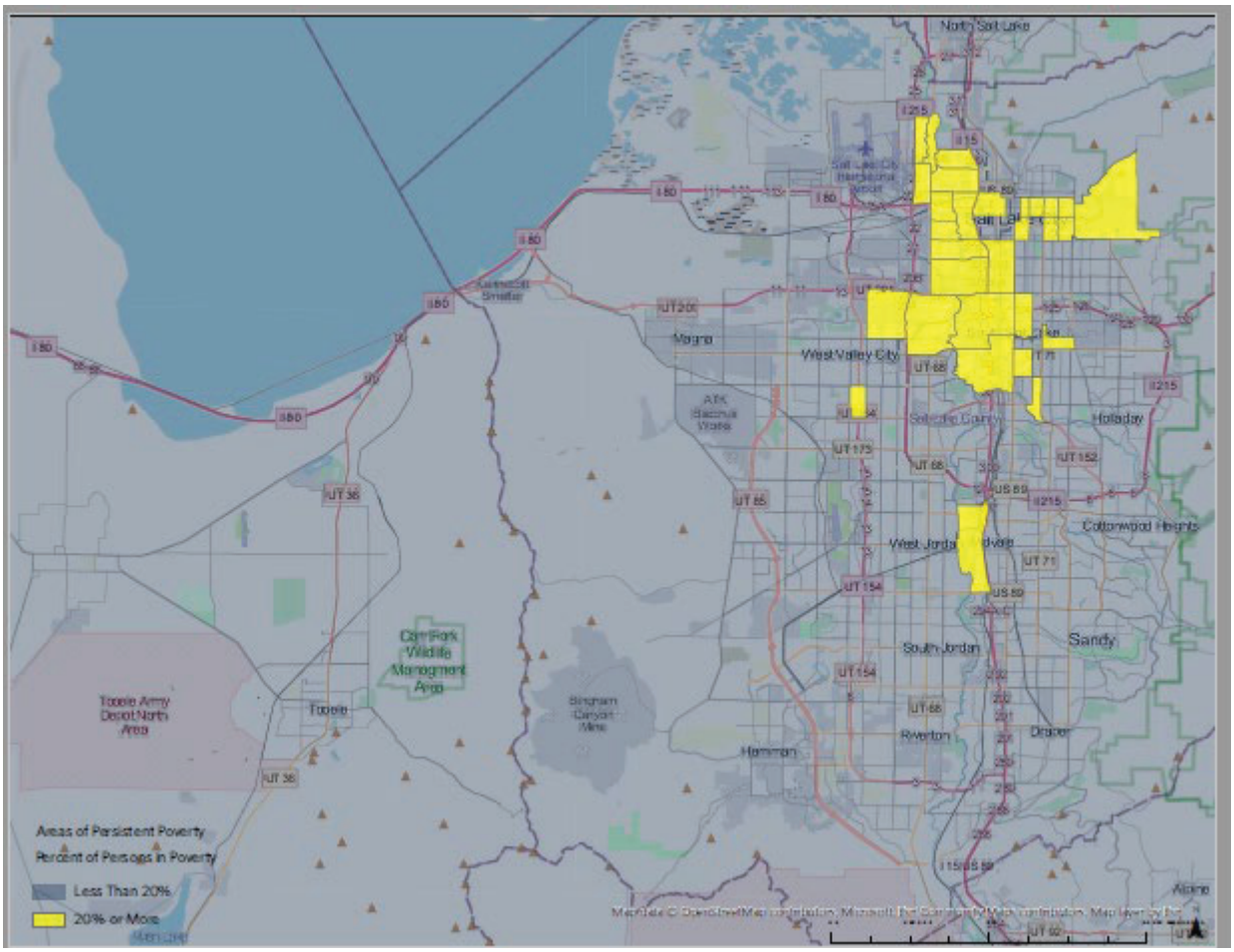
Michael L Bell Digitally signed by Michael L Bell Date: 2023.03.20 12:26:51 -06'00'

Title: UTA Legal

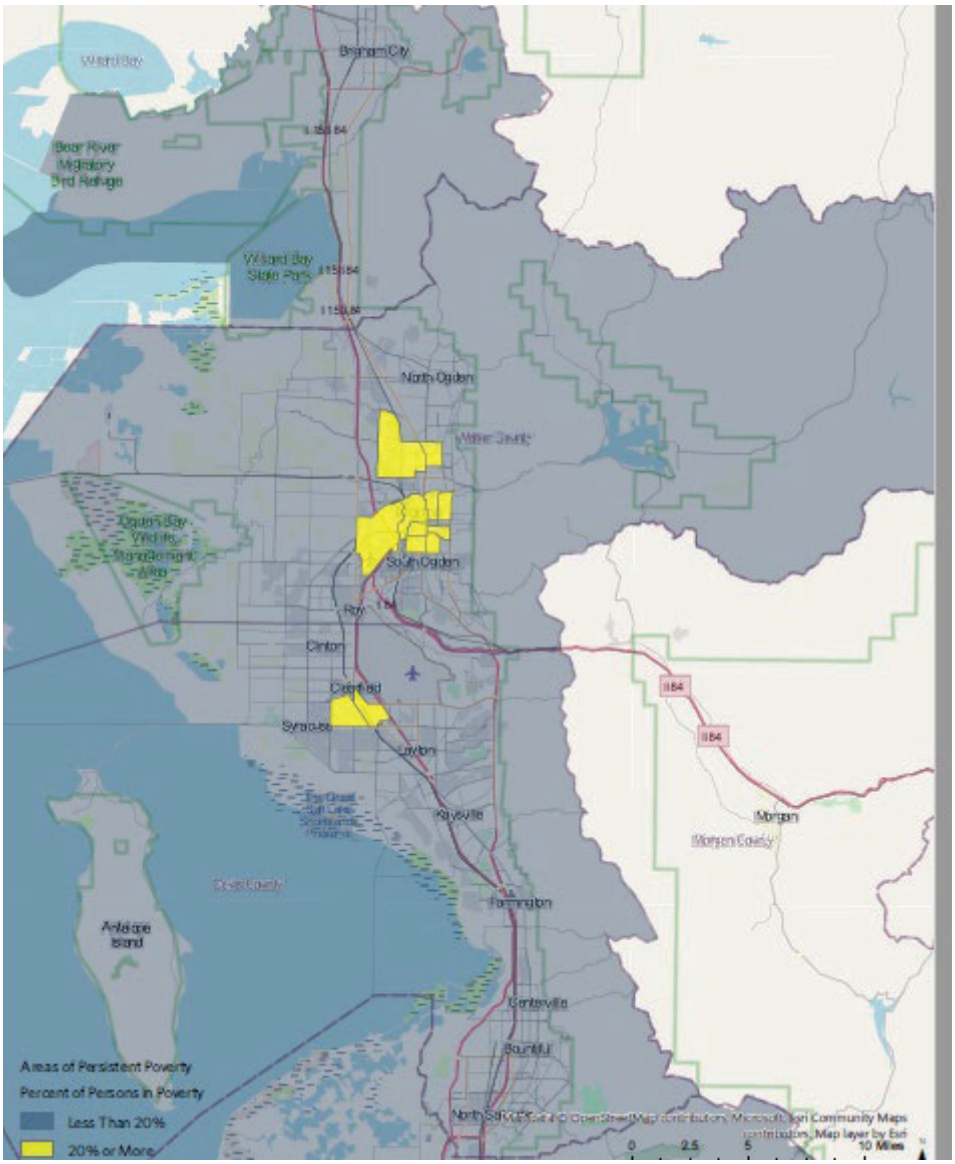
EXHIBIT A -Areas of Persistent Poverty Census Tracts

This study affects all 61 census tracts in the UTA urbanized service area that are defined as areas of persistent poverty. This is a list of all qualifying census tracts in the urbanized portions of the counties of Davis, Salt Lake, Utah and Weber:

Davis County (count of 2): 1256, 1257.01.
Salt Lake County (count of 29): 1003.06, 1003.07, 1003.08, 1005, 1006, 1014, 1015, 1016, 1017, 1018, 1019, 1021, 1023, 1025, 1026, 1027.01, 1027.02, 1028.01, 1028.02, 1029, 1114, 1115, 1116, 1117.01, 1118.02, 1119.05, 1124.03, 1133.05, 1133.07, 1135.36.
Utah County (count of 20): 5.06, 7.03, 8.01, 9.01, 11.03, 12.01, 14.02, 15.04, 16.01, 16.02, 16.03, 17.02, 18.01, 18.02, 18.03, 19, 20, 25, 28.01, 28.02.
Weber County (count of 10): 2002.02, 2003, 2008, 2009, 2011, 2012, 2013.02, 2017, 2018, 2019.



2-7-23


Areas of Persistent Poverty
Percent of Persons in Poverty
Less Than 20%
20% or More
Brigham City
North Ogden
Ogden
South Ogden
Roy
Clinton
Clearfield
Syracuse
Layton
Kaysville
Farmington
Centerville
Bountiful
Antelope Island
Morgan
Morgan County
Davis County
Bear River Migratory Bird Refuge
Willard Bay State Park
0
2.5
5
10 Miles

2-7-23

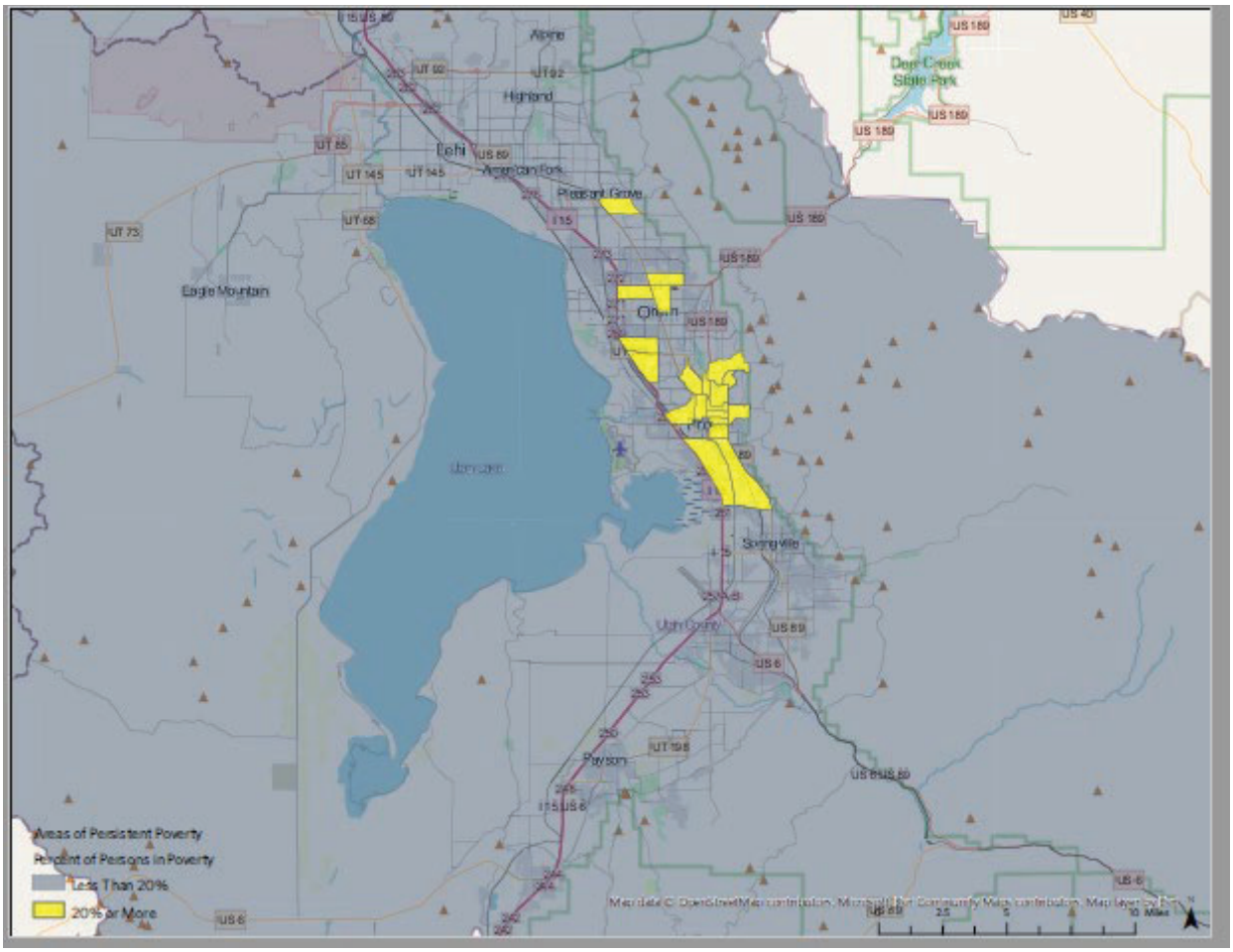

Alpine
Highland
Lehi
American Fork
Pleasant Grove
Eagle Mountain
Orem
Provo
Springville
Payson
Utah Lake
Dead Creek State Park
Areas of Persistent Poverty
Percent of Persons in Poverty
Less Than 20%
20% or More

EXHIBIT B -Workplan and Budget Detail

I. Research

a. Existing UTA Paratransit Analysis: Analyze UTA's current paratransit services to a0 understand system strengths and weaknesses and b0 identify opportunities for improvement. **Cost Not To Exceed (NTE): $78,217**

i. Coverage Analysis: Within UTA's service district a) identify total area with and without paratransit service, b) identify number of paratransit-eligible riders, along with an analysis of riders with conditional and unconditional eligibility, and c) estimate number of potential paratransit customers living in areas without access to UTA paratransit services. **COST NTE: $25,217 (University)**

ii. Operational Analysis: Analyze system ridership (ridership by day/week; ridership from customers with conditional/unconditional eligibility; spatial and temporal ridership patterns) and operating characteristics (numbers of drivers in daily service; number of vehicles in daily service). **COST NTE: $15,000 (University)**

iii. Funding and Costs Analysis: Identify all funding streams for UTA paratransit services. Analyze costs per trip and per mile. **COST NTE: $10,000 (University), $8,000 (Via)**

iv. Existing Conditions Report: Develop a report summarizing work performed in Task 1.1. including a) identifying coverage gaps in UTA paratransit system, b) summarizing UTA paratransit costs, and c) identifying opportunities to improve system efficiency. **COST NTE: $20,000 (University)**

1. Written report document summarizing work performed in the existing UTA Paratransit Analysis.

b. Operational Strategies Research **COST NTE: $65,000**

i. State-of-the-practice research: Identify organizations and peer agencies employing innovative approaches to paratransit. Identify solutions which may be applicable for UTA. Example cases include (but not limited to) Denver/RTD, Dallas/DART, Florida/HART, Pinellas, Florida/Suncoast. Via to lead two interviews, University to lead two. **COST NTE: $25,000 (University)**

ii. Peer Agency Interviews: Conduct interviews with up to four peer agencies identified in the state-of-the-practice phase (as agreed upon with UTA). Obtain detailed information from peer agencies. **COST NTE: $10,000 (University), $10,000 (Via)**

iii. Operational strategies report: Develop a report summarizing research and learnings from peer agencies, including but not limited to a) operational characteristics of various programs, b) assessment of these programs performances, and c) best practices based on research of operational strategies employed by other transit providers. **COST NTE: $20,000 (University)**

1. Written report document summarizing work in operational strategies research task.

c. Alternatives Analysis: Based on analysis of UTA's existing paratransit system and research of operational strategies, this task will develop service alternatives to model and develop cost estimates for potential changes to service. **COST NTE: $102,000**

i. Service Delivery Scenario Development: With UTA, develop several "service alternative" scenarios which investigate paratransit service changes, potentially including but not limited to a) paratransit expansion into microtransit zones, b)

TNC/taxi partnerships, c) new paratransit offerings, d) commingled microtransit and paratransit scenarios. Scenarios will include estimated ridership and defined geographic areas. **COST NTE: $15,000 (University), $12,000 (Via)**

ii. Scenario Modeling: With UTA, devise process to model likely service impacts using either or both of Via/Trapeze software. **COST NTE: $10,000 (University), $12,500 (Via)**

iii. Via scenario analysis support: Depending on selected alternative scenarios, Via to provide supporting work which may include a) analysis of existing Via/UTA on-demand services and b) simulation of service in new geographic areas or under new service parameters (e.g., number of vehicles, hours of operation, passenger eligibility and demand). **COST NTE: $12,500 (Via)**

iv. Software feature comparison: Compare software features offered by Via and Trapeze. **COST NTE: $15,000 (University), $5,000 (Via)**

v. Alternatives Analysis Report: Summarize analysis of service alternatives including likely costs and operator requirements, impacts to existing services, and potential funding sources. **COST NTE: $10,000 (University), $10,000 (Via)**

1. Written report document summarizing work in task Alternatives Analysis.

II. Electrification **COST NTE: $35,000**

a. With guidance from UTA, CTE will study electrification (or other zero emission technology) of the UTA Paratransit fleet. Work to include a market and cost analysis, operational recommendations, and final cost estimates. Via will support CTE by providing electric vehicle (EV) model guidance. The University will support CTE by modeling optimal on-route charging locations. **COST NTE: $35,000 (CTE)**

III. Community Engagement **COST NTE: $105,367**

a. Develop Community Engagement Plan: Develop a detailed public engagement plan that outlines the goals, timeline, and deliverables for the public engagement task. Engagement plan may include partnering with local subcontractor to support in-person activities. **COST NTE: $5,000**

b. Develop Project Branding and Collateral: Develop a project website and collateral (such as brochures, social media images, a video, etc...) to share when conducting outreach. **COST NTE: $14,067**

c. Committee on Accessible Transportation (CAT) Engagement: Join regular CAT meetings or facilitate workshops with CAT to solicit committee input and advice on the Project. Up to 4 meetings. **COST NTE: $7,500**

d. Stakeholder Interviews: Conduct up to 20x 30 minute interviews with stakeholders to understand how the current system is meeting the needs of those living with disabilities in AoPP areas. Stakeholders may be members of the CAT or other groups recommended by UTA and the CAT. **COST NTE: $12,500**

e. Paratransit User Survey: Conduct a survey of UTA paratransit customers (or those who are paratransit-eligible but do not have access to service) to determine key pain points and strengths associated with the existing paratransit system. Determine priorities for future improvements. **COST NTE: $25,400**

f. Paratransit User Interviews: Conduct 30x interviews with paratransit users or potential users, either in a one-on-one or small group setting, to understand how the service currently meetings their needs and share ideas for improving the service. **COST NTE: $20,400**

g. UTA Ride-Along: Ride UTA services (including on-demand, paratransit, and fixed-route services, along with transfers between modes) to gain first-hand experience with service offerings in various geographic areas. **COST NTE: $2,500**

h. Develop Memo: Develop a memorandum that captures the findings from this task. **COST NTE: $12,000**

i. Travel and Expenses: Three trips (one individual) for up to two days per visit. **COST NTE: $6,000**

		Team	UoU	Via	CTE
1	**Research**	**$ 198,000**	**$ 175,000**	**$ 23,000**	
1.1	**Existing UTA Paratransit Analysis**	$ 78,000	*$ 70,000*	*$ 8,000*	
	a. Coverage analysis	$ 25,000	*$ 25,000*		
	b. Operational Analysis	$ 15,000	*$ 15,000*		
	c. Funding and Costs analysis	$ 18,000	*$ 10,000*	*$ 8,000*	
	d. Existing Conditions Report	$ 20,000	*$ 20,000*		
		$ 78,000	**$ 70,000**	**$ 8,000**	
1.2	**Operational Strategies Research**	$ 65,000	*$ 55,000*	*$ 10,000*	
	a. State-of-the-practice research	$ 25,000	*$ 25,000*	$ -	
	a. Peer Agency Interviews	$ 20,000	*$ 10,000*	*$ 10,000*	
	c. Operational Strategies Report	$ 20,000	*$ 20,000*	$ -	
		$ 65,000	**$ 55,000**	**$ 10,000**	
1.3.	**Alternatives Analysis**	$ 102,000	*$ 50,000*	*$ 52,000*	
	a. Service Delivery Scenario Development	$ 27,000	*$ 15,000*	*$ 12,000*	
	b. Scenario Modeling	$ 22,500	*$ 10,000*	*$ 12,500*	
	c. Via scenario analysis support	$ 12,500		*$ 12,500*	
	d. Software feature comparison	$ 20,000	*$ 15,000*	*$ 5,000*	
	e. Alternatives Analysis Report.	$ 20,000	*$ 10,000*	*$ 10,000*	
		$ 102,000	**$ 50,000**	**$ 52,000**	
	Task 1 Subtotal	**$ 123,000**	**$ 105,000**	**$ 18,000**	
2	**Electrification**	**$ 35,000**	**$ -**	**$ -**	**$ 35,000**
3	**Community Engagement**	**$ 100,000**	**$ -**	**$ 100,000**	
	a Develop Community Engagement Plan	$ 5,000		$ 5,000	
	b Develop Project Branding and Collateral	$ 11,200		$ 11,200	
	c Committee on Accessible Transportation (CAT) Engagement	$ 7,500		$ 7,500	
	d Stakeholder Interviews	$ 10,000		$ 10,000	
	e Paratransit User Survey	$ 25,400		$ 25,400	
	f Paratransit User Interviews	$ 20,400		$ 20,400	
	g UTA Ride-Along	$ 2,500		$ 2,500	
	h Develop memo	$ 12,000		$ 12,000	
	i Travel and Expenses	$ 6,000		$ 6,000	

1	**Research**	**$**	**245,217**	**$**	175,217	**$**	70,000	**$**	-
1.1	**Existing UTA Paratransit Analysis**	$	78,217	$	*70,217*	$	*8,000*		
a.	Coverage analysis	$	25,217	$	*25,217*				
b.	Operational Analysis	$	15,000	$	*15,000*				
c.	Funding and Costs analysis	$	18,000	$	*10,000*	$	*8,000*		
d.	Existing Conditions Report	$	20,000	$	*20,000*				
		$	**78,217**	**$**	**70,217**	**$**	**8,000**		
			Team		*UoU*		*Via*		*CTE*
1.2	**Operational Strategies Research**	$	65,000	$	*55,000*	$	*10,000*		
a.	State-of-the-practice research	$	25,000	$	*25,000*	$	-		
a.	Peer Agency Interviews	$	20,000	$	*10,000*	$	*10,000*		
c.	Operational Strategies Report	$	20,000	$	*20,000*	$	-		
		$	**65,000**	**$**	**55,000**	**$**	**10,000**		
			Team		*UoU*		*Via*		*CTE*
1.3.	**Alternatives Analysis**	$	102,000	$	*50,000*	$	*52,000*		
a.	Service Delivery Scenario Development	$	27,000	$	*15,000*	$	*12,000*		
b.	Scenario Modeling	$	22,500	$	*10,000*	$	*12,500*		
c.	Via scenario analysis support	$	12,500			$	*12,500*		
d.	Software feature comparison	$	20,000	$	*15,000*	$	*5,000*		
e.	Alternatives Analysis Report.	$	20,000	$	*10,000*	$	*10,000*		
f.	Microtransit Simulation Tool	~~$~~	~~*20,000*~~			~~$~~	~~*20,000*~~		
		$	102,000	$	50,000	$	52,000		
		$	**245,217**	**$**	**175,217**	**$**	**70,000**		
2	**Electrification**	**$**	**35,000**	**$**	-	**$**	-	**$**	**35,000**
		$	-						
3	**Community Engagement**	**$**	**105,367**	**$**	-	**$**	**105,367**	**$**	-
a	Develop Community Engagement Plan	$	5,000			$	5,000		
b	Develop Project Branding and Collateral	$	14,067			$	14,067		
c	Committee on Accessible Transportation (CAT) Engagement	$	7,500			$	7,500		
d	Stakeholder Interviews	$	12,500			$	12,500		
e	Paratransit User Survey	$	25,400			$	25,400		
f	Paratransit User Interviews	$	20,400			$	20,400		
g	UTA Ride-Along	$	2,500			$	2,500		
h	Develop memo	$	12,000			$	12,000		
	Travel and Expenses	$	6,000			$	6,000		
		$	-						
	TOTAL	**$**	**385,584**	**$**	**175,217**	**$**	**175,367**	**$**	**35,000**

Exhibit C – VIA SCOPE OF WORK

Via will assist with the following work to complete the Areas of Persistent Poverty study*:

With guidance from UTA, the University of Utah will conduct the Paratransit Efficiency Analysis of software scenarios (Trapeze v. Via v. combination) from a neutral third-party perspective. The University will perform cost sensitivity, demand analysis, and evaluation of the potential benefits when comparing different operational strategies. Potential strategies will include using existing resources during off-peak hours to provide on demand rides to the public. Via will support this work by running simulations and providing other input at the request of U of U. For existing conditions analysis, Via will examine the performance of the existing Paratransit service in AoPP and contrast this to other areas served by UTA to understand how Paratransit service is delivered for those living in persistent poverty. This analysis will compare the uptake of Paratransit, reliability, and customer feedback to determine whether there are steps UTA can take to improve paratransit in AoPP.

Task 1.1	Existing UTA Paratransit Analysis
	Analyze UTA's current paratransit services to a) understand system strengths and weaknesses and b) identify opportunities for improvement.
Task 1.2	Operational Strategies Research
	This task will examine paratransit solutions in other cities which may be applicable to UTA
Task 1.3	Alternatives Analysis
	Based on analysis of UTA's existing paratransit system and research of operational strategies, this task will develop service alternatives to model and develop cost estimates for potential changes to service.
Task 3	Community Engagement
	With guidance from UTA, throughout the study Via will conduct an extensive public engagement process with current and potential Paratransit users to understand the performance of the current system and potential tools to improve the service, with a focus on designing it to serve all disability types.

***Detailed in Exhibit B**

Exhibit D - CTE SCOPE OF WORK

Study Zero Emission Vehicle Strategies

With guidance from UTA, CTE will study electrification (or other zero emission technology) of the UTA Paratransit fleet. Work to include a market and cost analysis, operational recommendations, and final cost estimates. Via will support CTE by providing electric vehicle (EV) model guidance. The University will support CTE by modeling optimal on-route charging locations.

https://www.govinfo.gov/content/pkg/FR-2021-06-30/pdf/2021-13980.pdf

University agrees, except as modified by the specific terms of this Agreement, the provisions of the Prime Award, attached hereto are hereby incorporated by reference into this Agreement. It is intended that the referenced clauses shall apply to University in such a manner as is necessary to reflect the position of the University as a subcontractor to UTA, to insure University's obligations to UTA and FTA, and to enable UTA to meet its obligations under its Prime Award. Provided, to the extent services performed or compensation received by the University hereunder do not meet the threshold requirements established under the specific provisions applicable to the following clauses or their applicable prescriptions, then those clauses shall be self-deleting and not applicable.

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the University to comply with the applicable FTA required clauses listed below and to also ensure that all applicable clauses are flowed down to Via and CTE.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3		
4		
5		
6		
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10		
11		
12	Lobbying	All (Certification required if > $100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15		
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19		
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K

23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24		
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K
28	Patent and Rights in Data	Research Projects Only NOTE: The Parties acknowledge that this project does not include any experimental, developmental, or research work as defined in Exhibit F, Section 28 ("Patent and Rights in Data"). To the extent UTA receives any request from the FTA indicating otherwise with respect to this project, the Parties will work together in good faith to amend the wording herein as necessary to allow UTA to comply with such request.
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32		
33		
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36		
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S.

Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow down Requirements: The Fly America requirements flow down to first tier contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 U.S.C. 5323(h)
49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).

Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance. **Buy America** - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Contractor's equipment purchases when Consultant's contract value exceeds $150,000 in value. Contractor must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

EXCEPTION SPECIFIC TO THIS PROCUREMENT: UTA is seeking Buy America compliant [bids/proposals] with this [RFP/IFB/RFQ]. However, UTA holds an FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/proposal] being deemed non-responsive. The requirement for the proposal to include a completed Buy America Certificate, however, is not waived by this exception.

3. CHARTER BUS REQUIREMENTS - RESERVED

4. **SCHOOL BUS REQUIREMENTS** -RESERVED

(1) **5. CARGO PREFERENCE REQUIREMENTS - RESERVED**

6. SEISMIC SAFETY REQUIREMENTS- RESERVED

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.

Flow down Requirements: The Clean Water Act requirements flow down to UTA third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The contractor agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING - RESERVED

a)

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS - RESERVED

(1)

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
Non-State Grantees	Yes[1]	Those imposed on nonstate Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT ($250,000)	Yes[1]		Yes	Yes	Yes	Yes
b. Contracts above $250,000/ Capital Projects						

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS - RESERVED

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16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.

Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $150,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Contractor agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party contractors and sub-contractors

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than

one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance

with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

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

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

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

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

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

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

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

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

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

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

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

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29

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

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

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

(10)**Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - RESERVED

(1)

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) UTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over $100,000.

Flow down Requirements: These requirements flow down to contractors and sub-contractors over $100,000.

Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the

(Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)
49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT - RESERVED

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112.49 U.S.C. § 5325 (k). Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to

comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
   a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
   b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
   c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
   d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

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

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the UTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of UTA shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by UTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by either party bringing the matter to a court of competent jurisdiction within the State of Utah.

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

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

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by UTA or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose

costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any negligent violation by UTA or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. Nothing in the Agreement shall be construed as a waiver by any Utah Governmental Entity of any protections, rights, or defenses applicable to the respective Parties under the Governmental Immunity Act of Utah, Utah Code §§ 63G -7-101 to 904, as amended, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by UTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient

of Federal funds, UTA must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.

ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.

iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to

submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.

ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY: **https://drive.google.com/file/d/1r6n4o9F14jFEqtlNlCrFxrfiAs9948ho/view**

5. DBE Contract Assurance (49 CFR 26.13)

i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received., For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor shares of the retention received.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING - RESERVED

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS - RESERVED

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION - RESERVED

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:
    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
    2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

In accordance with 2 CFR 200.216, contractor and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	William Greene, Chief Financial Officer

TITLE:

Contract: Funding Agreement for Final Payment on Depot District (Utah Department of Transportation)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve Funding Agreement regarding the final payment on the Depot District Project. Authorize UTA's Executive Director to execute the agreement with UDOT and authorize the receipt of $3,800,000 in one-time State general fund allocation appropriated in HB3 Item 169 (2022).

BACKGROUND:
The Utah Department of Transportation (UDOT) received a State General Fund allocation from the 2022 Legislature as stated in House Bill 3 - Item 169. The subject agreement:

- Authorizes the transfer of $3,800,000 of funds from UDOT to UTA;
- Requires expenditure of provided funds to be on the Depot District project;
- Requires expenditure of funds of $3,800,000 by June 30, 2023; and
- Necessitates project reporting to UDOT.

DISCUSSION:
It is anticipated that the Depot District will be open in April 2023.

The full project budget at this time would be $95,000,000 as submitted to FTA in the Formula and Discretionary Grant Amendments. UTA anticipates opening the facility in April and addressing remaining punch list work over the upcoming months as necessary.

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Transportation
Contract Number:	23-P00246
Base Contract Effective Dates:	Immediate execution upon signing
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$3,800,000
Procurement Method:	N/A
Budget Authority:	2023-2027 5-Year Capital Plan

ALTERNATIVES:
UTA could negotiate revisions to the Agreement with UDOT that are deemed prudent.

FISCAL IMPACT:
The funds transferred by this Agreement are an essential funding source for the project

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ATTACHMENTS:
Funding Agreement for Depot District

PASS THROUGH FUNDS AGREEMENT

THIS PASS THROUGH FUNDS AGREEMENT ("**Agreement**") is entered into as of March 31, 2023 between the Utah Department of Transportation ("**UDOT**"), an agency of the State of Utah, and the Utah Transit Authority ("**UTA**"), a large public transit district.

RECITALS

WHEREAS, under 2022 H.B. 3, Item 169 (the "**Funding Item**"), the Utah State Legislature allocated (for UDOT's administration) a one-time total of three million eight hundred thousand dollars ($3,800,000) (the "**Funds**") from the General Fund, One-Time Schedule of Programs for fiscal year 2022-2023 (the "**Fiscal Year**"), intending that the Funds be passed through to UTA and used for the completion of the Depot District; and

WHEREAS, UTA desires to perform the work to fulfill the legislative intent for the Funds, and UDOT is willing to pass through the Funds to UTA for that purpose; and

WHEREAS, Utah Code Section 63J-1-220(2) mandates that UDOT may not provide UTA with state pass through funding unless an agreement is executed. In addition, such agreement must require UTA to provide a written description and itemized report at least annually detailing the expenditure of the Funds, or the intended expenditure of any Funds that have not been spent, and a final written itemized report when all the Funds are spent; and

WHEREAS, Utah Code Sections 63J-1-902 and 63J-1-903 require UTA to establish and meet performance measures in connection with the Funds to address UDOT's reporting obligations to the Governor's Office of Management and Budget and the Office of Legislative Fiscal Analyst.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals (which by this reference are incorporated herein) and the mutual promises set forth herein, the parties hereto agree as follows:

1. Objective and Payment Schedule. UTA will use the transferred Funds for the purposes stated in the Funding Item. UDOT will transfer the Funds to UTA in the following manner: UDOT will pay the Funds to UTA in one lump sum payment of three million eight hundred thousand dollars ($3,800,000) on or before June 1, 2023.

2. Key Activities. UTA will use the Funds as described in this Agreement to meet the following performance measures:

   a. UTA will spend 100% of the Funds by no later than June 30, 2023.

   b. The Funds will be used for the completion of the Depot District. The scope of work includes construction of a bus maintenance and operations administration building with additional utility and site work to support the building. The project will replace the 45-

year-old Central Bus Garage, which is fast approaching the end of its useful life. The project includes a new bus maintenance shop, bus wash, administrative offices, and bus parking, and canopies.

c. The Depot District Facility will be in use by June 30, 2023.

d. UTA will provide to UDOT a Final Report and Certification of Expenditures no later than 30 days after all of the funds have been expended.

3. Budget and Deliverables. UTA will maintain documents that show all projected and actual spending for the activities described herein, including all funding sources and itemized project costs. UTA agrees that from time-to-time UTA (and UDOT) may be responsible to submit reports or respond to inquiries for the Utah State Legislature and the Utah Governor's Office, and to comply with other reporting rules or audit requirements in connection with the Funds. UTA will promptly respond to UDOT's reasonable requests for information concerning the Funds. Upon spending all of the Funds, UTA will provide UDOT with a final written itemized report detailing where the Funds have been spent and also showing all funding sources and total project costs. For all Funds that are not spent during the Fiscal Year, UTA will provide a written description and an itemized report at least annually detailing the expenditure of the Funds, or the intended expenditure of any Funds that have not been spent, and will provide the final written itemized report described above upon exhausting the Funds. Reporting requirements are further described in Exhibit A attached hereto and made a part hereof.

4. Limitation. UTA agrees that it will only spend the Funds for the purposes and activities that are expressly described this Agreement, and that no additional monies will be provided by UDOT. If UTA misapplies any Funds, it shall promptly notify UDOT and remove such expenditure from the budget so such expenditure is not paid by the Funds. If UTA fails to correct any misapplication of the Funds within thirty (30) days of discovering such misapplication, UTA agrees that it shall no longer have the right to possess the Funds and that all unspent and misapplied Funds shall at that time be immediately due and payable to UDOT so UDOT can direct them in a manner authorized by law.

5. UDOT's Role. UTA agrees that UDOT is a pass-through administrator only for the Funds and that UDOT does not have any role in the use of the Funds. UTA agrees that UDOT shall not be liable for any claim or cost, of any kind whatsoever, in connection with the Funds, and UTA hereby releases UDOT from all of the same (including, but not limited to, matters involving negligence), regardless of when the same may arise. UTA further agrees to indemnify, hold harmless and defend UDOT from any claim or cost, of any kind whatsoever (including, but not limited to, matters involving negligence), in connection with the Funds, except when caused by UDOT's sole negligence or malfeasance. This indemnity obligation shall not be construed to violate Utah's Governmental Immunity Act to the extent that such Act is applicable to a claim or cost. UDOT has all remedies available by law in addition to those stated in this Agreement, and UDOT's remedies are not limited by the terms of this Agreement.

6. Further Assurances. Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement,

and to provide for a party's compliance with the laws or federal obligations that apply to it if an obligation under this Agreement makes such compliance impossible, and either party may notify the other party of a need for such further acts.

7. Modifications. The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a written document signed by an authorized individual representing each of the respective parties.

8. Miscellaneous. This Agreement is binding upon and inures to the benefit of the parties and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party's prior written consent, and any such attempted assignment, transfer or delegation is void. The parties agree to work cooperatively and in good faith. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party's chief financial officer using a manner that can reasonably assure a timely and accurate delivery. This Agreement does not create any partnership, joint venture, agency or other relationship.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written.

10. Signatures. Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed electronically and in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UTAH TRANSIT AUTHORITY, a large public transit district

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Legal Approval

By: Michael L Bell Digitally signed by Michael L Bell Date: 2023.03.20 12:08:22 -06'00'
Title: _____
Date: _____

UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah

By: _____
Title: _____
Date:_____

By: _____
Title: _____
Date: _____

Date: _____

EXHIBIT A

1. **Performance Measures**. The Parties agree that Funds will be applied to an approved scope of work for the project described in this Agreement and that the work will meet the performance measures provided by the recipient of the Funds.

2. **Public Funds Compliance**. The recipient of the Funds shall comply with applicable state statutes on the reporting and expenditure of public funds. In particular, Utah Code § 63J-1-220(2)(b) requires recipients to provide UDOT with reports as provided therein and in this Agreement. The recipient of the Funds shall provide regular update reports to UDOT as frequently as UDOT may reasonably direct (but not more frequently than once each quarter). Each year, on the Friday at the end of the last full week of April, the recipient of the Funds will provide an annual report to UDOT that includes, at a minimum, the following (in the order specified):
    a. An itemized account of amounts spent and the dates when spent (noting any items outside the approved scope of work, if any). The account will include all sources of funding and a statement of all remaining unspent Funds. This information is used to assess accuracy.
    b. The projected spending that will be incurred before the applicable fiscal year's end (June 30 of each year).
    c. The difference between the appropriated amount of Funds and the actual amount used.
    d. A brief explanation of why the Funds were requested or granted, and how Fund expenditures solved or were expected to solve or ameliorate an issue.
    e. An assessment of implementation which includes: (i) what month and year the project, program, or bill was fully implemented; (ii) whether the project or program encountered any factors that caused a delay in implementation and an explanation of those factors; and (iii) whether the project or program encountered any factors that caused a change in scope and an explanation of those factors.
    f. An assessment of performance which includes: (i) how the success of the project or program is being measured, and (ii) how successful the project or program has been according to those metrics.
    g. Upcoming project milestone dates and the anticipated date of project completion.

3. **Final Report.** Within thirty (30) days after all Funds have been expended, the recipient of the Funds shall submit a Final Report to UDOT. The Final Report must address the following:

    a. Each topic outlined in the scope of work.
    b. The information required under Exhibit A, paragraph 2.
    c. The date when the project or program was completed.

4. **Certification**. For all information submitted, the recipient of the Funds must certify that it has provided accurate information and used the funds as required by this Agreement.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Jay Fox, Executive Director
PRESENTER(S):	Lowell Bate, IT Project Manager, Cody Steffensen, Video Security Technician

TITLE:

Contract: Bus Security Camera Installation (Stone Security, LLC.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute a one-year contract, and associated disbursements, with Stone Security in the amount of $636,900.00 for the installation of 606 Samsara coaching/camera systems on UTA buses.

BACKGROUND:
The current camera system in UTA buses was provided by Smartdrive and is now outdated. The contract with Smartdrive will expire on 12/31 of this year. This contract will replace the current outdated Smartdrive coaching/camera system with a new Samsara/Provision coaching/camera system. This will be a 1-year installation contract for Stone Security to remove the old system and install the new system on 606 of UTA's buses.

This procurement will utilize the Stone Security, LLC. State of Utah contract for the lump sum amount of $636,900.00.

Installation costs were budgeted in the 2023-2027 Capital Plan.

DISCUSSION:
UTA needed to replace the old Smartdrive coaching/camera system with a new up-to-date system that has better resolution, analytics, and best fits UTA's requirements. After looking at several options for system installation, Stone Security, LLC. was found to be the most cost, time-effective and suitable option, and they

have Utah State Contract MA3072 which will be used for installation of the new coaching/camera system.

Stone Security, LLC. will remove the old Smartdrive system and install the new Samsara/Provision system. To do this Stone Security technicians will travel to the six bus business locations to perform the installation. This will eliminate the need for all buses to be transferred to one location.

CONTRACT SUMMARY:

Contractor Name:	Stone Security, LLC.
Contract Number:	UTA PO #16996, Utah State Contract #MA3072
Base Contract Effective Dates:	April 1, 2023 thru March 30, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$636,9000.00
Procurement Method:	Utah State Contract MA3072
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

If Stone Security, LLC. is unable to perform the installation it would be left up to the UTA radio department to install all 606 systems. Due to manpower issues this would take radio over two years to accomplish. During the extended time, numerous buses would not have an active coaching/camera system. Not having these systems installed and activated would be a detriment to operations, claims and the legal department.

FISCAL IMPACT:

The cost of this project is $636,900.00 from 2023-2027 Capital Plan

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ATTACHMENTS:

Purchase Order

Link to State Contract MA3072 <https://statecontracts.utah.gov/Contract/Details/MA3072-Security-Systems%7C8a4734b6-4f94-4a95-853a-5f89dfdb2416>

STONE SECURITY, LLC **351 W. Lawndale Dr.** **SALT LAKE CITY, UT 84115**		**Utah Transit Authority**	PURCHASE ORDER NUMBER **OG**	**16996**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER 1404739	**PO DATE** 3/3/2023
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**		CRAIG E	*
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**	Wilson, Rick V	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 636,900.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	00011790	3/30/24	EA	40-1658.65000.5008	Samsara Camera System Insall Ron Kendell	636900.0000	636,900.00

This PO is issued per Utah State Contract MA3072

Michael L Bell
Digitally signed by Michael L Bell
Date: 2023.03.07 12:29:06 -07'00'

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.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Construction

TITLE:

Change Order: On-Call Systems Maintenance Contract Cost Estimate Update (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve the revised estimated contract value of $30,000,000 for the On-Call Systems Maintenance contract with Rocky Mountain Systems Services (20-03349VW). It is understood that UTA will reprocure the On-Call Systems contract by March 2023.

BACKGROUND:
In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three years with two, one-year options. At the time of the contract approval, the board approved an estimated total contract value of $15,000,000 to be spent over five years

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
- Train Control System upgrades, repairs, analysis, and training
- Stray Current monitoring and analysis
- OCS/TPSS repair, maintenance, and training
- Traffic Signal inspections, connections, repairs, and coordination

Individual task orders are issued under the master on-call contract to complete critical infrastructure replacement projects. To date, task orders totaling $17,523,426 have been issued on the contract. Based on projects currently identified in UTA's Transit Asset Management plan to replace aging rail systems infrastructure, the estimated value of this contact needs to be updated from its original estimate of $15,000,000 that was developed in 2020.

DISCUSSION:

UTA is requesting approval for the estimated value of contract #20-03382VW to be raised from $15,000,000, as estimated in 2020, to $30,000,000, which is the revised estimate as of March 2023. This will allow UTA to replace four interlockings that need to be brought to a state of good repair, replace obsolete train control hardware, address FRA mandated upgrades related to Positive Train Control (PTC), and have continued support staff for PTC reporting and MOW support. UTA intends to terminate this contract 14 months early and reprocure by March 2024.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW
Base Contract Effective Dates:	March 3, 2021, through December 31, 2023
Extended Contract Dates:	Through December 31, 2025
Existing Contract Value:	$15,000,000 (total contract estimate) $17,523,426 (existing task orders issued)
Amendment Amount:	$15,000,000
New/Total Contract Value:	$30,000,000 (new total contract estimate) $17,523,426 (existing task orders issued)
Procurement Method:	RFP best value modification
Budget Authority:	SGR and Capital Projects 2023 and 2024 Budget Year

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ALTERNATIVES:

Reprocure the on-call systems contract earlier than stated in this request. This would delay UTA's ability to replace obsolete rail systems and increase risk of failing rail infrastructure.

FISCAL IMPACT:

This budget is included in the 2023-2027 Capital Program.

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jared Scarbrough, Director of Capital Construction

TITLE:

Change Order: On Call Infrastructure Maintenance Contract Cost Estimate Update (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve the revised estimated contract value of $40,000,000 for the On-Call Infrastructure Maintenance contract with Stacy and Witbeck, Inc. (20-03349VW). It is understood that UTA will reprocure the On-Call Infrastructure contract by January 2024.

BACKGROUND:
In October 2020, UTA released a request for procurement for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck, Inc. on January 27, 2021. This contract is for three-years with two one-year options. At the time of the contract approval, the board approved an estimated total contract value of $25,000,000 to be spent over five years.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

1) Passenger ride quality
2) Automobile cross-traffic ride quality
3) Potential stray current issues

Individual task orders are issued under the master on-call contract to complete critical infrastructure replacement projects. To date, task orders totaling $23,829,801 have been issued on the contract. Based on projects currently identified in UTA's Transit Asset Management plan to replace aging rail infrastructure, the

estimated value of this contact needs to be updated from its original estimate of $25,000,000 that was developed in 2020.

DISCUSSION:

UTA is requesting approval for the estimated value of contract #20-03349VW to be raised from $25,000,000 as estimated in 2020, to $40,000,000, which is the revised estimate as of March 2023. This will allow UTA to replace four interlockings that need to be brought to a state of good repair, complete rail replacement projects where UTA has severely worn and corroding rail, and complete necessary grade crossing replacements that have been identified that have met or exceeded their useful life. UTA intends to exercise one of two one-year extension options for this contract and reprocure the On-Call Infrastructure contract by January 2024.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349VW
Base Contract Effective Dates:	February 2, 2021, through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	$25,000,000 (total contract estimate) $23,829,801 (existing task orders issued)
Amendment Amount:	$15,000,000 (addition to the total contractestimate)
New/Total Contract Value:	$40,000,000 (new total contract estimate) $23,829,801 (existing task orders issued)
Procurement Method:	RFP best value modification
Budget Authority:	SGR and Capital Projects 2023 and 2024 Budget Years

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ALTERNATIVES:

Reprocure the on-call infrastructure contract earlier than stated in this request. This would delay UTA's ability to replace aging infrastructure and increase risk of failing rail infrastructure.

FISCAL IMPACT:

This budget is included in the 2023-2027 Capital Program.

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jared Scarbrough, Director of Capital Construction Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-93 - 5300 S. & 5400 S. Turnout Construction (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-93 to the on-call maintenance contract with Stacy and Witbeck in the amount of $948,100 and authorize the Executive Director to execute the task order and associated disbursements for state of good repair work on the North/South TRAX line.

BACKGROUND:
After approval by the board of trustees on January 27, 2021, UTA executed an on-call Infrastructure Contract with Stacy and Witbeck for the years 2021-2023 with a possibility to go two additional years at UTA's discretion. The primary purpose of the on-call contract is to maintain UTA's infrastructure assets in a state of good repair.

The existing turnouts at 5300 south and 5400 south on the North/South TRAX line are part of the State of Good Repair program.

DISCUSSION:
If approved, this request is anticipated not to exceed $948,100 and will facilitate removal and replacement of the existing turnouts at 5300 South and 5400 South on the North/South TRAX line. There are 2 right hand #10 turnouts, and 1 left hand #10 turnout located at 5300 South. At 5400 South, 2 left hand #10 turnouts will be replaced. Also included in this proposal is the purchase and installation of a new split point derail to be installed on concrete ties on the Murray Central siding. This work is to be performed in conjunction with a

planned and detailed shutdown with RMSS working to upgrade signals and systems in this location at the same time. A 25-day continuous shutdown is anticipated for this project.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-93
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	$23,829,801
Amendment Amount:	$948,100
New/Total Contract Value:	$24,777,901
Procurement Method:	RFP best value modification/on-call contract
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Due to the complexity of rail replacement work, starting a new procurement would delay the project 18 months due to the selection process and ordering materials. If 5300 S. & 5400 S. Turnouts are not replaced, the rail, switches, and turnout track will continue to deteriorate and cause service interruptions. If delayed long enough, the rail would be out of a state of good repair and could become a severe safety issue. Due to the lead time of the materials needed for replacement, an unplanned replacement could impact service for over a year. The location of the 5300 S. & 5400 S. Turnouts is on the TRAX Blue line which would significantly delay service if not replaced. This is a key strategic alignment area for our operation team.

FISCAL IMPACT:

This budget is included in the 2023 Capital Program.

ATTACHMENTS:

1) Contract task order #93

DocuSign Envelope ID: 480469B3-1875-4029-8C74-7619B7FDEA37

TASK ORDER NO 23-093

TASK ORDER NAME: 5300 S. & 5400 S. Turnout Construction

PROJECT CODE: SGR385 20-7385.63000.1011

This is Task Order No. 23-093 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 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 the Task Order 23-093 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2023. The Final Acceptance Date for this Task is December 31st, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $948,100.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☒ does not ☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Construction Date
< $75,000

By: _____
Kyle Stockley, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen
ACA3AB62608B4E2...

Date: 3/20/2023

DocuSign Envelope ID: 480469B3-1875-4029-8C74-7619B7FDEA37

Stacy and Witbeck

February 2, 2023 On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-601 – 5300 S. & 5400 S. Turnout Construction

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the existing turnouts at 5300 south and 5400 south on the North/South TRAX line. There are 2 EA right hand #10 turnouts, and 1 EA left hand #10 turnout located at 5300 south. At 5400 south 2 EA left hand #10 turnouts will be replaces. Also included in this proposal is the purchase and installation of a new split point derail to be installed on concrete ties on the Murray Central siding. This work is to be performed in conjunction with a planned and detailed shutdown with RMSS working to upgrade signals and systems in this location at the same time. A 25 day continuous shutdown is anticipated for this project.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail and concrete ties in the crossovers to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: 480469B3-1875-4029-8C74-7619B7FDEA37

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $57,565.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $12,244.00 – Cost of Safety Supplies, safety manager to visit the site regularly, and incidental drug testing.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $23,481.00 – This bid item includes cost for SWI QC manager time and weld testing performed by Quality Testing & Inspection.

Bid Item 4000 – Key Personnel Travel & Subsistence – 1 LS – Total $38,268.00 – This bid item includes cost to provide travel arrangements and living subsistence for 6 key track personnel for the duration of the work. Includes time before the actual shutdown dates to prepare for the project and time to take UTA RWP training.

Bid Item 5000 – Traffic & Pedestrian Control – 1 LS – Total $15,544.00 – This bid item includes the cost to provide traffic control and/or flaggers at the roadway entrances into the jobsite for materials and equipment to enter and leave the project. Also includes traffic control and soft delineation in the Murray park and ride.

Bid Item 5500 – Buy and Install Split Point Derail – 1 EA – Total $152,350.00 – This bid item includes the cost to purchase a new split point derail to be installed on concrete ties in the Murray Central Siding. Switch machine to be provided by others.

Bid Item 6000 – Remove and Replace 5300 S. #10 Turnouts – 3 EA – Total $333,579.00 – This item includes the cost to remove 2 EA #10 right hand turnouts and 1 EA #10 left hand turnout near 5300 South and the Murray Central Station. Includes cost to purchase and install new IJ plugs. Head hardened rail and concrete ties in the crossover section to be provided by UTA.

Bid Item 6500 – Remove and Replace 5400 S. #10 Turnouts – 2 EA – Total $225,286.00 – This item includes the cost to remove 2 EA #10 left hand turnouts near 5400 South. Includes cost to purchase and install new IJ plugs. Head hardened rail and concrete ties in the crossover section to be provided by UTA.

Bid Item 10000 – Mobilization – 1 LS – Total $23,637.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

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Stacy and Witbeck

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $66,146.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$948,100.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: 480469B3-1875-4029-8C74-7619B7FDEA37

02/02/2023 19:10
23-601 5300 S. & 5400 S. Turnout Construction
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	57,565.00	57,565.00
2000	Safety Program & Administration	1.000	LS	12,244.00	12,244.00
3000	QC Program & Testing	1.000	LS	23,481.00	23,481.00
4000	Key Personnel Travel & Subsistence	1.000	LS	38,268.00	38,268.00
5000	Traffic & Pedestrian Control	1.000	LS	15,544.00	15,544.00
5500	Buy and Install Split Point Derail	1.000	EA	152,350.00	152,350.00
6000	Remove and Replace 5300 S. #10 Turnouts	3.000	EA	111,193.00	333,579.00
6500	Remove and Replace 5400 S. #10 Turnouts	2.000	EA	112,643.00	225,286.00
10000	Mobilization	1.000	LS	23,637.00	23,637.00
		Subtotal			$881,954.00
100000	Fee (7.5%)	1.000	LS	66,146.00	66,146.00
		Bid Total	========>		$948,100.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jared Scarborough, Director of Capital Construction
	Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-105 - Rice Interlocking Double Crossover Procurement (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-105 to the on-call maintenance contract with Stacy and Witbeck, Inc and authorize the Executive Director to execute the contract and associated disbursements in the amount of $1,667,631.00.

BACKGROUND:
After approval by the Board of Trustees on January 27, 2021, UTA executed an on-call Infrastructure Contract with Stacy and Witbeck for the years 2021-2023 with a possibility to go two additional years at UTA's discretion. The main purpose of the on-call infrastructure contract is to maintain UTA's rail infrastructure in a state of good repair.

The Rice Interlocking on the University Line is part of the State of Good Repair program. Currently the project is in the design, procurement, and material identification stage.

DISCUSSION:
If approved, this request is anticipated not to exceed $ 1,667,631. This approval will let us purchase one #8 Double Crossover from Nortrak for the Rice Interlocking on the University Line. The special trackwork includes all 4 turnouts and the diamond. Switch machines are excluded from this proposal and will be provided by others. This item also includes the cost to ship the trackwork from Nortrak's facility in Birmingham, Alabama to Polycorp's facility, also located in Birmingham. Polycorp will encapsulate all special trackwork that cannot

receive a rubber boot, as well as provide all epoxy coated steel ties, leveling beams, and other track material (OTM). Once encapsulated, the trackwork will then be shipped via multiple truck loads to Salt Lake City.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-105
Base Contract Effective Dates:	January 1, 2021, through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	$24,777,901.00
Amendment Amount:	$1,667,631.00
New/Total Contract Value:	$26,445,532.00
Procurement Method:	RFP best value modification/on-call contract
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Due to the complexity of rail replacement work, starting a new procurement would delay the project 18 months due to the selection process and ordering materials. If we do not replace the Rice Interlocking Double Crossover, the rail and switches will continue deteriorate and cause service interruptions. If delayed long enough, the rail would be out of a state of good repair and could become a severe safety issue. Due to the lead time of the materials needed for replacement, an unplanned replacement could impact service for over a year. The location of the Rice Interlocking Double Crossover is on the TRAX Red line near the University of Utah.

FISCAL IMPACT:

This task order is to procure materials which will be used in work performed through a subsequent task order. This budget is included in the 2023-2027 Capital Plan

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ATTACHMENTS:

1) Contract change order #105

DocuSign Envelope ID: 76D3F6CB-9EF1-4871-A456-3215CB6544A2

TASK ORDER NO 23-105

TASK ORDER NAME: Rice Intlck Double X-Over

PROJECT CODE: SGR385 20-7385.63000.1010

This is Task Order No. 23-105 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 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 the Task Order 23-105 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2023. The Final Acceptance Date for this Task is December 31st, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $1,667,631.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☒ does not ☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Construction Date
< $75,000

By: _____
Kyle Stockley, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen
ACA3AB62608B4E2...

Date: 3/5/2023

DocuSign Envelope ID: 76D3F6CB-9EF1-4871-A456-3215CB6544A2

Stacy and Witbeck

February 14, 2023 On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-603 - Rice Interlocking Double X-Over Procurement

Dear Kyle:

We are pleased to provide the attached cost estimate to procure the required special trackwork for Rice Interlocking. The track work includes a complete #8 Double Crossover from Nortrak, and encapsulation and OTM provided by Polycorp.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $14,032.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable. Includes time for SWI quality manager to perform material receiving certification as materials arrive.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $2,424.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

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801.666.7840 (office) 801.432.7849 (fax)

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Stacy and Witbeck

Bid Item 4000 – Procure #8 Double Crossover – 1 EA – Total of $1,510,064.00 – This bid item includes the cost to purchase 1 EA #8 Double Crossover from Nortrak for Rice Interlocking on the University Line. The special trackwork includes all 4 turnouts and the diamond. Switch machines are excluded from this proposal and will be provided by others. This item also includes the cost to ship the trackwork from Nortrak's facility in Birmingham, Alabama to Polycorp's facility, also located in Birmingham. Polycorp will encapsulate all special trackwork that cannot receive a rubber boot, as well as provide all epoxy coated steel ties, leveling beams, and other OTM. Once encapsulated, the trackwork will then be shipped via multiple truck loads to Salt Lake City. This bid item also includes time for Stacy and Witbeck crews to unload and safely store the materials.

Bid Item 4500 – Laydown Inspection of Special Trackwork – 1 LS – Total of $24,765.00 – This bid item includes the cost to purchase flights and hotels for SWI personnel to travel on 3 separate occasions to Birmingham to inspect the track work. One inspection will be of two turnouts combined with the diamond. The second trip will be to inspect the remaining two turnouts. The third trip will be to inspect the trackwork at Polycorp's facility.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $116,346.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$1,667,631.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

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02/14/2023 11:51
23-603 Rice Intlck Double X-Over Procurement
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	14,032.00	14,032.00
2000	Safety Program & Administration	1.000	LS	2,424.00	2,424.00
4000	Procure #8 Double Crossover Trackwork	1.000	EA	1,510,064.00	1,510,064.00
4500	Laydown Inspection of Special Trackwork	3.000	EA	8,255.00	24,765.00
		Subtotal			$1,551,285.00
100000	Fee (7.5%)	1.000	LS	116,346.00	116,346.00
		Bid Total	========>		$1,667,631.00

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voestalpine Railway Systems Nortrak LLC.

1740 Pacific Avenue
Cheyenne, Wyoming, USA 82007
T. 307-778-8700
F. 307-778-8777
www.voestalpine.com/nortrak

Date: 01/16/2023
Customer: Stacy and Witbeck
Contact: Collin Christensen
Email: cchristensen@stacywitbeck.com
Phone: 801-420-1708
Quote No: DP 2023-081
Project: UTA Embedded Double Crossover

Sales Contact: Dan Pauli
Email: Dan.pauli@voestalpine.com
Phone: 307-421-2750

Dear Collin Christensen,

Please see our quote for the UTA Embedded Double Crossover. This project is quoted as our flex tongue style embedded SXO similar to design that we have recently supplied UTA (A15-35108).

Qty	Description	Unit Price	Ext Price
1	Double Crossover No.8 Power 115RE WBM Embedded Complete TC 15' CROSSOVER DXO 08-115RE WBM FB 15'-0" TC, EMBEDDED, CSV24 (flex tongue style quoted that we have supplied to UTA)(Encapsulation/levelling beams/gauge rods/rails boots plates for dxo are Not included on this Bid)	$1,179,092	$1,179,092

CONDITIONS OF ACCEPTANCE:

1. Quotation Term:
   - 1.1 Pricing given in this quotation is firm for 60 days.
   - 1.2 This quote is Buy America compliant.
   - 1.3 Quote is based on the attached Terms & Conditions
   - 1.4 Pricing is based on scope of work being ordered. If quantities or items change then price and lead time are subject to change.
   - 1.5 Price does not include the cost of a supply bond. If a supply bond is needed then we can obtain one at the expense of the customer. We do not issue payment bonds.

2. Payment Terms:
   - 2.1 Net 30 days from receipt of Invoice. Subject to credit approval at time of order.

3. Taxes:
   - 3.1 Price quoted **does not** include any taxes, but can be added at time of invoicing at the current rate.

4. Delivery:
   - 4.1 Lead time: Delivery to start 425-450 days from receipt of order
   - 4.2 Final delivery will be confirmed at time order is placed.

5. Freight:
   - 5.1. Freight is FOB Salt Lake City, UT. Unloading is not included.

6. Specifications:
   - 6.1 Similar design as A15-35108

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7. Inspections:

7.1 Nortrak is not hiring any 3rd party testing agencies or inspectors. All QA will be per Nortrak's current Quality Assurance manual and practice using internal certified employees.

We appreciate the opportunity to bid on this project. If you have any questions or need more information please give me a call.

Sincerely:

voestalpine Railway Systems Nortrak LLC

Dan Pauli
Regional Sales Manager

DocuSign Envelope ID: 76D3F6CB-9EF1-4871-A456-3215CB6544A2

POLYCORP

bsi. ISO 9001 Quality Management FM 64466

Date: February 3, 2023
Revised: February 14, 2023
Customer: **Stacy and Witbeck**
Contact: Collin Christensen
Mobile: 801 420-1708
Email: cchristensen@stacywitbeck.com

Quotation: E23-1034h-1

Project: UTA No. 8 DXO Replacement - Budgetary (2024 Delivery)

QTY	UOM	DESCRIPTION	PRICE PER UNIT OF MEASURE	TOTAL PRICE
		Special Trackwork		
1	EA	Factory Encapsulation - No. 8 Double Crossover (DXO) for Polycorp Steel C-channel Support Ties. *(Includes: 4 Switch's with Earthbox 4 Frogs and 4 Diamond Frog).*	$86,434.64	$86,434.64
1	Set	STW Ties for No. 8 DXO - Steel c-channel ties, non-canted with 3M 6233P Fusion Bonded Epoxy Coated steel. *(Includes: 1" x 12" leveling screws, base plates and all hardware, shipped loose).*	$34,544.86	$34,544.86
1	EA	Materials to Close Out No. 8 DXO. *(Includes: Boot supplied to jacket rails within the No. 8 DXO and shall not exceed more then 6" past non-standard rail sections where STW joins tangent track. Includes: 115# Boot, 115# Flangeway Former, 115# Restraining Rail Boot and Web Filler, 8 Restraining Rail to T-Rail cuffs, 0 Insulated Joint covers, Head Tape and Tacky Joint Tape). Note: Does not include materials to isolate Bonded insulated joint in curved restraining rail section.*	$36,176.20	$36,176.20
1	*Each*	***Optional - Additional freight to move STW from Nortrak's Birmingham, AL to Polycorp Encapsulation plant, Tuscaloosa, AL.***	***$2,730.00***	***$2,730.00***
1	Each	** Freight Estimate to Salt Lake City, UT.	$31,285.00	$31,285.00
		Total for Special Trackwork *(Does not include optional freight).*		**$188,440.70**

Assumptions:

- ** Due to pandemic, fuel, and other uncertainties, freight rates and truck availability cannot be determined at time of this quote. **The freight rate provided is only an estimate and will be finalized at time of shipment.**
- Assumes number of trucks to ship the encapsulated trackwork is equal to the number of truckloads required to deliver STW materials to our encapsulation plant, estimated 2 turnouts per truck. Otherwise additional freight charges may apply.
- Buy America Compliant.
- Pricing is in US Dollars.
- Volumes can change by 5% without effecting piece price quoted.
- Prices are based on receiving entire order, as quoted above. Re-quote will be required if not purchased in its entirety.
- New STW Suppliers and/or unfamiliar Parts and/or Customers (that Polycorp hasn't seen before), may take longer than quoted lead-time below, due to unfamiliarity.
- Quoted values above are as per customer RFQ quantity. Polycorp does not provide formal project take-offs and is not responsible for interpreting drawings.
- Manufacturer of special trackwork metals is responsible for freight to Polycorp encapsulation plant (Typ). Optional freight estimate to Polycorp encapsulation plant listed, Nortrak responsible for loading at site.
- Customer to remove switch gear from switch housing prior to encapsulation. Customer to reinstall after encapsulation. Part need to endure 290 deg F and able to handle steam for curing requirements
- Ground/Return/Signal Wires or Bond Cables are kept out of special trackwork.
- Included tacky tape cuffs above assume rail welds are rough grinded to 1/16" of profile all the way around the rail.
- STW encapsulation is of elastomeric material and a min. thickness of 1/2" ± 1/8". See General Turnout Encapsulation drawing RA-1036-1-1A.
- No IJ's are to be in the special trackwork.
- All welded rail construction, including special trackwork.
- Final tie layout to be determined and agreed by both.
- All ties quoted with 1"x 10" OAL leveling screws, unless otherwise stated. Shipped at once or as mutually agreed upon.
- Material to be delivered to job site all at once or based on economical full loads.
- For freight of STW, Need to know overall length, width, and weights of frogs, switches, earth boxes and any other part before Polycorp can begin design. There may be an oversize premium for STW parts over 8 feet wide and 46 feet long and or over 10,000 lbs. of $4,200 per part.
- Design encapsulation material for electrical isolation, loading, noise and vibration attenuation. Material as Specified .

Final Key STW Design assumptions:

- For curing of STW, Parts to be encapsulated may need to be broken down further by Special Trackwork Supplier. Machines are out of housing, manageable pieces, no gauge bars, no wires, pipes, bonding cables etc. Everything is metal and assumed able to go into our vulcanizer (heated/steam oven). Vulcanizer internal size is 30' and parts must be equal or shorter than this.
- Moderate design updates may be need for special trackwork for easier Encapsulation. Some components like clips and other parts can be slightly modified to accommodate our encapsulation.
- Polycorp needs access to CAD data and dimensions of the STW in the areas of the ties and clips so that we can design STW tie system properly. We would need this with enough time to design Encapsulation and Tie System (3 weeks min), submit for approval (tbd), and do the Encapsulation and manufacture the Tie system (6-8 weeks starts upon receipt of all parts needed).
- Integrated cuffs are included at exits of switches and frogs, however additional boot/restraining rail boot, transition cuffs etc., are Excluded in the special trackwork encapsulation quote unless otherwise stated.

Need 3-D solid model in SolidWorks or a transferable STEP/IGES File of every areas that requires Polycorp to Encapsulate or Plan/Design for. Including but not limited to all details and are under ties, entire earth box shape, any rail extensions, any welds and locations, and exposed bolts, Switches and Frog, etc.

- Delivery approximately 8-10 weeks from receipt of fully executed Purchase Order and approved Submittals.
- Delivery Schedule to be confirmed and agreed to by both parties.
- No Bonding to be supplied.
- Polycorp is not responsible for improper handling and storage, material installation is recommended within 6 weeks of delivery.

Credit terms: Net 30 days. Quote tendered in its entirety, partial shipments to be negotiated. Freight is FOB our plant and a cost estimate has been provided. (Fuel charges may vary.) **This quotation is valid for 30 days from date of quote. Volumes can change by 5% without effecting prices quoted, excludes quoted Freight Estimate.**

If you have any questions or concerns, please contact the writer at 1-800-265-2710 ext. 242
We trust our quotation will be favorably received.

John Hale
Estimator - Rail Division

CC: Brian Oh
226 820-1439

~ Please take a moment to review our recently updated website www.poly-corp.com ~

POLYCORP LTD.

33 York Street, Elora, Ontario, Canada N0B 1S0 Toll Free: 1-800-265-2710 Tel: (519) 846-2075 Fax: (519) 846-2372

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Dean Hansen, Systems Engineering Manager

TITLE:

Change Order: Light Rail Red Signal Enforcement System - Change Order #23-002 -Limited Notice-to-Proceed for Phase 2 to Procure Long-Lead Materials (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve change order #23-002 (Limited Notice-to-Proceed for Phase 2 to Procure Long-Lead Materials) to the Light Rail Red Signal Enforcement System Phase 1 contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute contract and associated disbursements in the amount of $4,247,949.

BACKGROUND:
In July 2017, UTA released a Request for (RFP) for a Construction Manager/General Contactor (CMGC) for Phase 1: Preconstruction Services of the Light Rail Red Signal Enforcement Systems project. RMSS was selected as the winner based on overall scoring using the best value format. The Executive Director executed the contract with RMSS on April 26, 2018. Section 8 of the contract allows for an amendment to execute Phase 2: Construction Services, if UTA and RMSS agree on scope and price.

On November 9, 2018, UTA put the Light Rail Red Signal project on hold to allow the Federal Transit Authority to complete the new Safety Rail Protocols. The contract resumed on September 22, 2022, via a Notice-to-Proceed letter to RMSS. The Phase 1 scheduled completion date was March 11, 2023. On March 8, 2023, the UTA Configuration Control Committee approved a Phase 1 time extension change order (#23-001) through December 31, 2023.

DISCUSSION:

UTA is requesting approval of change order 23-002 with RMSS. This change order executes a Limited Notice-to-Proceed for Phase 2: Construction Services with RMSS to procure long-lead materials during Phase 1: Preconstruction Services. It also approves the procurement of spare onboard materials for the new Light Rail Operations Simulator. The materials/quantities listed below are based on preliminary designs and are consistent with the scope identified in the contract:

Material Description	Quantity
Onboard	
Central Unit RSES with 84TE with Fully equipped BGR	79
System Cabling & Electrical Harness	79
Operator Interface Panel	159
Vehicle Magnet w/ mounting hardware	159
Wayside	
Wayside Track Magnets	22
Wayside Track Magnet Brackets	24
Vital Relay	21
Vital Relay Base	21
DC/DC Converter (12VDC to 40VDC)	12
Testing Equipment	
Rail Magnet (Test Track)	1
Wayside Magnet Teslameter	1
Diagnostic Tool/Windows License	1
Handheld Test Magnet	2
Simulator Onboard	
Central Unit RSES with 84TE (482mm/19") rack	2
System Cabling & Electrical Harness	2
Operator Interface Panel	2
Vehicle Magnet w/ mounting hardware	2

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services (RMSS)
Contract Number:	17-2226-23-002
Base Contract Effective Dates:	4/26/2018 (original execution), 9/22/2022-3/11/2023 (Notice to Proceed)-
Extended Contract Dates:	3/11/2023-12/31/2023 (extended with CO 001)
Existing Contract Value:	$294,834
Amendment Amount:	$4,247,949
New/Total Contract Value:	$4,542,783
Procurement Method:	RFP best value modification
Budget Authority:	Local funds through the Capital Construction Light Rail Red Signal Enforcement System Project (SGR-370)

ALTERNATIVES:
Disapprove change order. Not procuring long-lead materials will delay Phase 2: Construction Services by 12-14 months. Additionally, if spare parts are not procured for the Operations Simulator, in the event of an equipment failure, it will be unserviceable.

FISCAL IMPACT:
This budget is included in the 2023-2027 Capital Program.

ATTACHMENTS:
Change Order 23-002
Original Contract

DocuSign Envelope ID: DC05102A-3C5D-40FC-A2C7-673D77BC1EB4

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

CHANGE ORDER
No. **2**

TITLE: Phase 2 Limited NTP for Materials
DATE: 3/16/2023

PROJECT/CODE: SGR370 - Red Light Signal Enforcement
This is a change order to CONTRACT No: 17-2226JH

TO: Rocky Mountain Systems Services

ATTN: Paul Rieger

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

Contract Reference: Red Light Signal Enforcement Phase 1: Pre-Construction, Contract 17-2226, Section 8: Phase 2 Construction Services Amendment.

Request/Justification: Under this agreement, CO-002 requests the issuance of a Limited Notice-to-Proceed for Phase 2 with Rocky Mountain Systems Services to procure long-lead materials (Quote: 12–14-month lead time).

This change order also requests the approval of procuring spare onboard materials for the new Light Rail Operations Simulator under contract 17-2226.

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

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

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

Current Change Order

Lump Sum:	$4,247,949
Unit Cost:	-
Cost Plus:	-
T&M NTE:	-
Total:	**$4,247,949**

Contract

Original Contract Sum:	$294,834
Net Change by Previously Authorized Changes:	$0
Previous Project Total:	**$294,834**
Net Change This Change Order:	$4,247,949
Current Project Total:	**$4,542,783**

Schedule

Final Completion Date Prior to This Change:	-
Contract Time Change This Change Order (Calendar Days):	**0**
Final Completion Date as of This Change Order:	-

ACCEPTED:
By: DocuSigned by: Paul Rieger
Date: 3/22/2023
Paul Rieger
Rocky Mountain Systems Services

By:
Date:
Dean Hansen
Project Manager <$25,000

By:
Date:
Jared Scarbrough
Director of Capital Construction <$75,000

By:
Date:
Mary DeLoretto
Chief Service Dev Officer <$200,000

By: DocuSigned by: Jolene Higgins
Date: 3/22/2023
Jolene Higgins
Procurement

By: DocuSigned by: Mike Bell
Date: 3/22/2023
Mike Bell
Attorney General >$10,000

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

DocuSign Envelope ID: DC05102A-3C5D-40FC-A2C7-673D77BC1EB4

Change Order Summary Worksheet

Previously Authorized Changes

Contract 17-2226JH RMSS

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			$294,834	
1	3/8/2023	$0	$294,834	Phase 1 Contract Extension
Total to Date		**$ $0**		

February 8th, 2023 RMSS-52527-001

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Red Signal Enforcement Systems

Subject: Long Lead Material and Phase I Time Extension

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the procurement of long lead materials required for the Red Signal Enforcement Systems (RSES) project in conjunction with a Phase 1 contractual time extension.

Our lump sum price for this proposal is **$4,247,949.00**

General

As part of the RSES project seventy-seven (77) of the UTA Siemens S70 fleet of light rail vehicles (LRV) will be upgraded with magnetic trip stop equipment that will interface with wayside trip stop magnets installed to protect red signals from either inadvertent or intentional bypass. Both the onboard and wayside equipment is specialized and therefore has a significant lead-time associated with procurement. Additional Operator Interface Panel components needed for the LRV Operational Simulators will also be included.

Procurement Scope

The scope of work in this proposal is to procure the following permanent materials that have lead times greater than six months:

Onboard Parts	Quantity per Vehicle	# of Vehicles	Spares	Total Quantity Needed
Central Unit RSES with 84TE (482mm/19") rack	1	77	2	79
System Cabling & Electrical Harness	1	77	2	79
Operator Interface Panel	2	77	5	159
Vehicle Magnet w/ mounting hardware	2	77	5	159
Wayside Parts	**Quantity per Signal**	**# of Signals**	**Spares**	**Total Quantity Needed**
Wayside Track Magnets	1	19	3	22
Wayside Track Magnet Brackets	1	19	5	24
Vital Relay	1	19	3	21
Vital Relay Base	1	19	3	21
DC/DC Converter (12VDC to 40VDC)	.5	19	3	12

Test Equipment	Quantity
Rail Magnet (Test Track)	1
Wayside Magnet Teslameter	1
Diagnostic Tool/Windows License	1
Handheld Test Magnet	2
Simulator Onboard Equipment	**Quantity**
Central Unit RSES with 84TE (482mm/19") rack	2
System Cabling & Electrical Harness	2
Operator Interface Panel	2
Vehicle Magnet w/ mounting hardware	2

Clarifications

1. This proposal requires a Phase 1-time extension through December 31st, 2023 to allow for the following items:
    a. procurement times associated with long-lead materials
    b. development of multiple complex design deliverables
    c. contractual review times (30-days for UTA to review each submittal)
2. RMSS has included time related overhead associated with the time extension in order to continue activities that advance the project including additional coordination and field survey's for onboard scope, continued coordination between UTA, RMSS, and Siemens in preparation for Phase II construction, and further development of TWC opportunities. These costs will be taken into consideration in the proposal for Phase II of the project.
3. In order to help alleviate the effects of long lead times this bill of long lead materials was developed in advance of a detailed design. As such, it is possible that additional materials, potentially with long lead times, may be determined to be required as the design progresses. Any associated costs with additional materials will be captured in future change orders.

Assumptions

1. This scope of work assumes spare parts are to be provided in the quantity shown in the table above.

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,

Travis Baxter

Digitally signed by Travis Baxter
DN: C=US, E=tbaxter@modrailsystems.com, O=Modern Railway Systems, CN=Travis Baxter
Reason: I am approving this document
Date: 2023.02.08 20:00:08-07'00'

Travis Baxter
Project Manager
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS
Dan Meservey – RMSS
Anthony Ortolani - RMSS
Doug Jones – 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

UTA - On Call

Long Lead Materials & Phase 1 Time Extension

Task Order Estimate Summary

2/8/2022

Subcontractors	**$**	**-**
Materials	**$**	**3,518,102.00**
Administrative	**$**	**132,104.00**
Design/Engineering	**$**	**-**
Construction/Testing	**$**	**-**
Travel & Perdiem	**$**	**-**
Other Costs and Fee	**$**	**597,743.00**
Total:	**$**	**4,247,949.00**

Contract No. 17-2226JH

CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT

Phase 1 Pre-Construction Services

Light Rail Red Signal Enforcement System

UTAH TRANSIT AUTHORITY
669 WEST 200 SOUTH
SALT LAKE CITY, UTAH 84101

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EXHIBITS

A. Scope of Phase 1 Work

B. Insurance Requirements

C. Federal Clauses

CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT
Phase 1 Pre-Construction Services
(Light Rail Red Signal Enforcement System)

This Construction Manager / General Contractor Agreement – Phase 1 Pre-Construction Services (Light Rail Red Signal Enforcement System) ("**Agreement**") is between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("**UTA**"), and Rocky Mountain Systems Services, ("**Contractor**").

RECITALS

A. UTA is engaged in a project to design, furnish, install and test a Red Signal Enforcement System (RSES) on UTA's Light Rail System "TRAX" (collectively, the "**Project**").

B. On July 7, 2017, UTA issued Request For Proposals No. 17-2226JH (the "**RFP**"), seeking interested parties to submit Proposals to perform the work required by the Project.

C. UTA evaluated the proposals and determined that the Contractor's proposal is most advantageous to UTA.

D. UTA and Contractor desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work; Standard of Care. (a) Contractor shall perform the Phase 1 Work. In the Contract Documents, "Phase 1 Work" means all the pre-construction services necessary to assist the parties in reaching agreement on the lump sum price and scope of work for Phase 2 of the Project (construction). The specific tasks that comprise the Phase 1 Work are more particularly set forth on Exhibit A.

(b) Contractor shall perform the Work in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

2. Schedule. (a) Contractor shall commence the Phase 1 Work within seven (7) days of Contractor's receipt of a Notice to Proceed ("**NTP**") from UTA. UTA is not required to issue a NTP until all insurance is submitted and deemed acceptable by UTA.

(b) This Agreement will expire 180 days after UTA issues an NTP (that date, the "**Phase 1 Completion Date**"), unless (i) UTA and Contractor mutually agree to extend the term of the Agreement through a written Change Order in accordance with Section 10, or (ii) UTA and Contractor execute the Phase 2 Construction Services Amendment, as set forth in Section 8, below.

Contractor shall diligently prosecute the Phase 1 Work, and complete the Phase 1 Work prior to the Phase 1 Completion Date.

3. Price and Payment. (a) As full compensation for completing the Phase 1 Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum price of **$294,834.00** (the "**Phase 1 Contract Price**"). The procedures for invoicing and payment are set forth in Section 9, below.

4. Contract Documents. (a) The Contract Documents consist of the following:

(1) All written amendments and Change Orders to this Agreement executed in accordance with Section 10;

(2) This Agreement, including its exhibits, and specifically including the Federal Clauses attached as Exhibit C;

(3) The Contractor's Proposal in response to the RFP;

(4) The RFP.

(b) The parties intend that the Contract Documents include and provide for all aspects of the Phase 1 Work that are necessary for the proper initiation, performance, and completion of the Phase 1 Work by the Contractor, prior to the Phase 1 Completion Date set forth in Section 2, and for the Phase 1 Contract Price. The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a "**Discrepancy**"), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA's Project Manager of that Discrepancy in writing. UTA's Project Manager shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price and Substantial Completion Date due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the parties as if repeated in this Agreement. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

5. Representatives of the Parties. (a) UTA designates Travis Baxter as its Project Manager, and Kyle Stockley as its Senior Representative. UTA's Contract Administrator for this Agreement is Jolene Higgins. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Higgins, at the address set forth in Section 14. UTA's Project

Manager, Senior Representative, and Contract Administrator are referred to collectively as the "**UTA Representatives**."

(b) Contractor designates Walter Moskaly as its Project Manager and Daniel Meservey as its Senior Representative (collectively, the "**Contractor Representatives**").

6. Key Personnel. (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

(1) Principal in Charge: Daniel Meservey

(2) Project Manager: Walter Moskaly

(3) Design Manager: Robert Anderson

(4) Field Engineer (Wayside): Robert Hammond

(5) Field Engineer (On-Board): Braden Bond

(b) Contractor acknowledges that removal of any of the Key Personnel identified above will potentially result in UTA incurring significant losses, including loss of reputation, loss of potential government funding, and losses arising out of other contracts held by UTA related to the Project. Contractor acknowledges that those potential losses, while actual, are difficult to measure and determine with precision. If an individual identified as a Key Personnel ceases to be employed on the Project prior to the Phase 1 Completion Date, Contractor shall pay $50,000 to UTA as liquidated damages.

(c) If UTA's Senior Representative agrees to a change in the Key Personnel, no liquidated damages will be assessed under this section.

7. Insurance. Contractor shall obtain and maintain the insurance coverages set forth in Exhibit B, and comply with the obligations set forth in Exhibit B.

8. Phase 2 Construction Services Amendment. If UTA and Contractor agree on a scope of construction services and a lump sum price for those services, UTA and Contractor will execute an amendment to this Agreement (the "**Phase 2 Construction Services Amendment**"). The Phase 2 Construction Services Amendment will detail the scope, schedule, and price of the Phase 2 construction work, and will include other terms and conditions applicable to construction work. Execution of this Agreement in no way obligates UTA to execute the Phase 2 Construction Services Amendment.

9. Invoicing and Payment. (a) To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Phase 1 Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

(b) The Application for Payment will constitute Contractor's representation that the Phase 1 Work described therein has been performed consistent with the Contract Documents, and has progressed to the point indicated in the Application for Payment.

(c) UTA shall pay Contractor all amounts properly requested and documented within thirty (30) days of receipt of an Application for Payment. Notwithstanding the preceding sentence, if UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations hereunder, UTA will notify Contractor in writing at least five (5) days prior to the date payment is due. The notice must indicate the specific amounts UTA intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify UTA's concerns. Contractor and UTA will attempt to resolve UTA's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Contractor may pursue its rights under the Contract Documents, including those under Section 12. Contractor shall continue to perform the Phase 1 Work pending the resolution of any such dispute.

10. Change Orders. Contractor shall not undertake any activity that materially changes the Phase 1 Work, or materially deviates from the requirements of the Contract Documents, except as authorized by a written Change Order signed by Contractor and UTA.

11. Indemnity. Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, directors, 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 to the extent resulting from the negligence or willful misconduct of Contractor, Contractor's consultants and subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

12. Dispute Resolution; Forum. The parties shall attempt in good faith to resolve through negotiation any dispute arising out of or relating to this Agreement. If UTA's Project Manager and Contractor's Project Manager are not able to resolve the dispute, UTA's Senior Representative and the Contractor's Senior Representative shall meet at least once to attempt to resolve the dispute before either party may commence litigation to resolve the dispute. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

13. Termination. (a) Upon ten (10) days' written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. If UTA terminates the Agreement for its convenience, UTA shall pay Contractor for Phase 1 Work performed up to the date of the notice of termination, plus Contractor's reasonable costs attributable to the termination.

(b) If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ten (10) days' of written notice from UTA identifying the breach, then UTA may terminate the Agreement for default. If UTA terminates the Agreement for default, UTA shall pay Contractor for Phase 1 Work satisfactorily performed up to the date of the notice of termination, less costs and expenses incurred by UTA as a result of the default.

14. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other communications between the parties ("**Notices**") must be in writing and addressed as follows:

If to the Utah Transit Authority:

Utah Transit Authority
ATTN: Jolene Higgins
669 West 200 South
Salt Lake City, UT 84101

With a required copy to:

Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to the Contractor:

Rocky Mountain Systems Services
ATTN: Dan Meservey
8201 Southpark Lane, Suite 200
Littleton CO 80120

With required copies to:

Rocky Mountain Systems Services
ATTN: Ryan Snow
8201 Southpark Lane, Suite 200
Littleton CO 80120

Rocky Mountain Systems Services
ATTN: Al Wilson
492 North 1100 West
Payson UT 84651

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed 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 that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

15. Work Product. (a) All drawings, specifications, reports, calculations, and other documents furnished by Contractor to UTA pursuant to this Agreement (those documents, the "**Work Product**") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

(b) Upon UTA's payment in full for the Phase 1 Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the design, construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

16. Prohibited Interest. No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest in, direct or indirect, including prospective

employment by, Contractor or the proceeds under this Contract without specific written authorization by UTA.

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

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

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

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

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

22. Headings. The headings used in this Agreement, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

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

24. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

25. Effectiveness; Date. The Agreement will become effective when all parties have fully signed it. The date of this Agreement will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

Each individual is signing this Agreement on the date stated opposite that individual's signature.

UTAH TRANSIT AUTHORITY

By: _____ Date: 26 Apr 18
Jerry Benson
President and CEO

By: _____ Date: 4/26/18
~~Todd Provost~~ STEVE MEYER
VP of Operations, Capital, & Assets

By: _____ Date: 4/26/2018
~~Travis Baxter~~ Kyle Stocks
Project Manager

Approved as to Legal Form:

By: _____
Utah Transit Authority
Legal Counsel

CONTRACTOR:

By: _____ Date: 4-15-18

Name: Ryan Snow

Title: Authorized Representative RMSS

Contractor's Federal ID Number:

EXHIBIT A

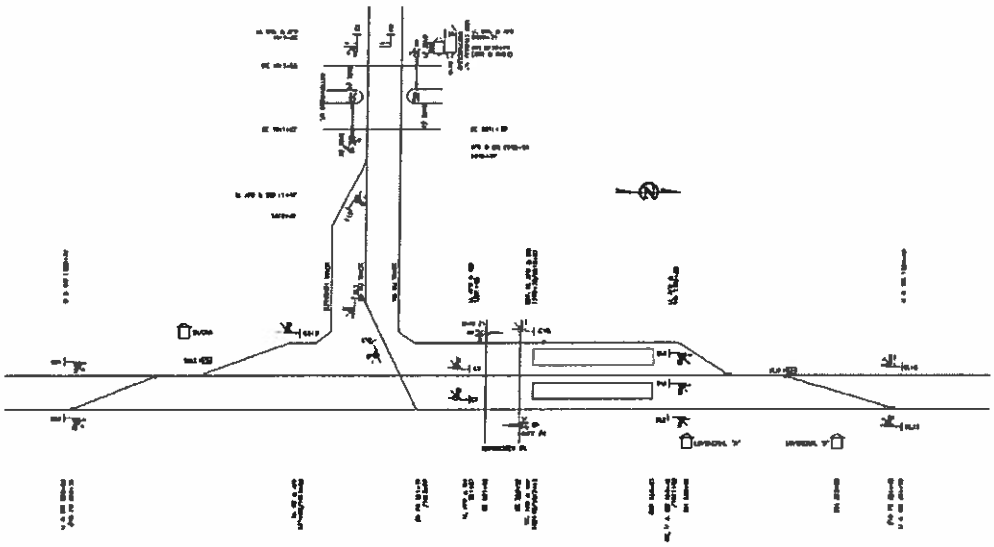
Scope of Phase 1 Work

The Contractor shall be responsible for providing a turnkey Automatic Red Signal Enforcement System. The scope of work can be considered as two elements, the wayside system and the on-board system as outlined below. The wayside system is described in detail in Appendix II. The on-board vehicle system is described in detail in Appendix III. The successful integration of the two elements is essential to the successful delivery of the project:

1) Wayside

The required work shall be to install devices where the Red and Blue lines converge near Winchester St. in Murray Utah (Mid-Jordan to North-South Junction) and where the Green and Red/Blue lines converge near 2100 South in Salt Lake City (West Valley to North-South Junction). These two locations are shown below.

Mid-Jordan To North-South Junction

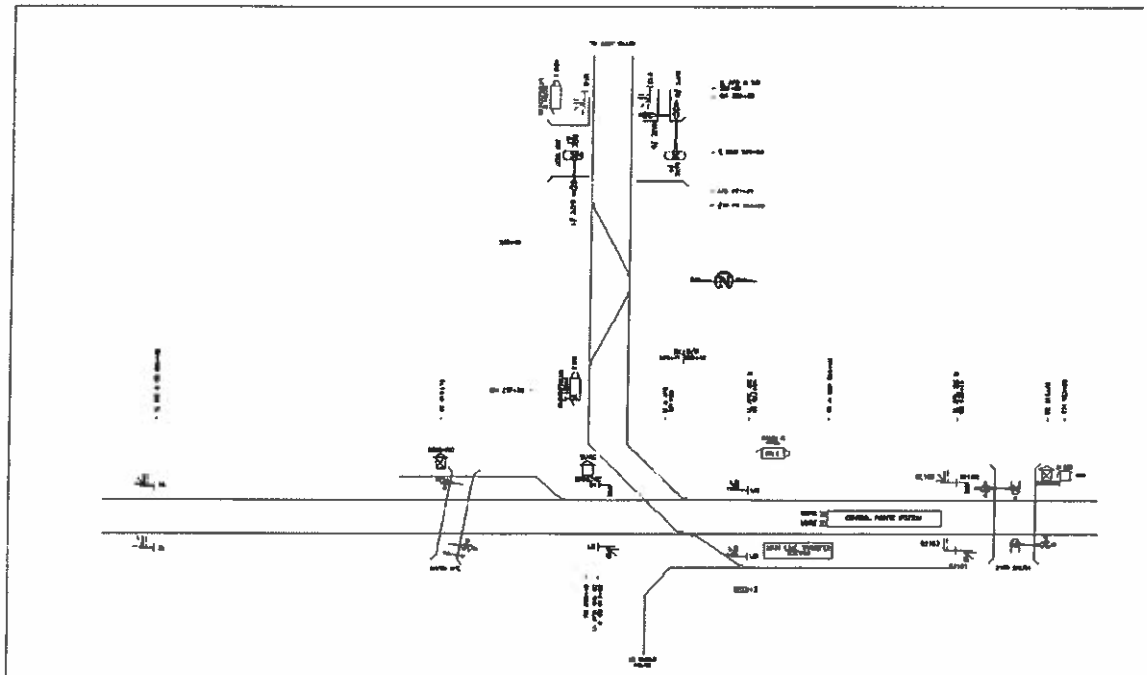


MID-JORDAN TO NORTH-SOUTH JUNCTION
(SUGAR INTLK, EPHRAM INTLK, LOVENDAHL INTLK)

- Sugar Interlocking:
  - S2
  - S4
  - S10

- Ephram Interlocking:
  - E2
  - E4
  - E6
  - E8
  - E12
- Lovendahl Interlocking:
  - L2
  - L4
  - L6
  - L10
  - L12

West Valley To North-South Junction



WEST VALLEY TO NORTH-SOUTH JUNCTION
(UNION INTERLOCKINGS)

Union Interlocking:

- U2
- U4

- U6
- U8
- U10
- U12

The wayside equipment supplied shall be integrated with UTA's existing signal system, utilities, physical layout and environment.

The equipment shall be modular such that UTA can expand the number of protected locations subject to future requirements. The Contractor shall provide pricing for options for additional installations during Phase 2 Services. UTA has the option to calculate the construction pricing for the optional work based on the various cost elements negotiated as part of the Phase 2 services for the base scope:

- Option 1A – Valley Interlocking:
  - V-6
- Option 1B - Access Interlocking:
  - A-2
  - A-8
- Option 1C - ZCMI Interlocking:
  - Z-10
  - Z-12
- Option 1D – Individual Addition signal/switch locations identified per future UTA requirements.

All options shall be valid for up to 5 years from the date of contract award.

2) Onboard Equipment

The Contractor shall install and integrate onboard equipment that can interpret the status of the wayside devices and initiate an emergency brake application in the event that a vehicle passes a signal showing stop.

The base project shall include:

- The Non-Recurring-Engineering for each of UTA's 3 LRV fleets (SD100s, SD160s and S70s)
- Installation on each of UTA's 23 x SD100 LRVs
- Installation on each of UTA's 17 x SD160 LRVs

- Installation on 3 of UTA's 77 x S70 LRVs to allow interoperability testing.

The Contractor shall also provide pricing for options to complete the installation on the remaining S70 LRVs. UTA has the option to calculate the construction pricing for the optional work based on the various cost elements negotiated as part of the Phase 2 services for the base scope:

- Option 2A: Installation of on-board equipment on 4th – 40th S70 LRV (37 cars).
- Option 2B: Installation of on-board equipment on 41st – 77th S70 LRV (37 cars).

All options and pricing shall be valid for up to 5 years from the date of contract award.

CONTRACT SCHEDULE

UTA intends to solicit multiple competitive proposals, evaluate each proposal received, and award this work as one Contract to the contractor deemed to provide the best value to UTA. Due to the different requirements for wayside equipment installation and onboard equipment installation UTA has prepared two corresponding technical specifications (see Appendix II and Appendix III).

The Contract shall be undertaken in two phases as follows

- Phase 1 will consist of pre-construction services for the Project.
- Phase 2 will consist of construction services for the Project.

Notice To Proceed for Phase 2 of the Contract will be issued once the deliverables from Phase I have been reviewed and approved. The Notice to Proceed will be subject to the negotiation of a lump sum price for construction services and the execution of a Phase 2 amendment to the initial contract. If UTA and the contractor are for any reason unable to negotiated a Phase 2 amendment, UTA will maintain ownership of all deliverables from Phase I including, without limitation, the final design work package and construction contracting plan.

The Contractor shall be required to work with UTA to develop an acceptable baseline schedule for completing Phase 1 and 2 of the Contract.

The UTA RSES is a priority project for UTA and the Contractor shall propose and comply with a schedule to ensure the system is operational as quickly as possible.

Phase 1 - SCOPE OF PRE-CONSTRUCTION SERVICES

1.1 Pre-Construction Services (Phase I Services) shall be provided under the terms of a Contract to be executed by the parties, a sample of which is attached in Part 4.

1.2 UTA reserves the right to negotiate with the Contractor prior to issuing the Notice to Proceed for Phase 1. Alternatively, UTA reserves the right to require the Contractor to execute the Phase 1 – Pre-construction Services Contract without further negotiation, incorporating the terms of the Proposal. The prices submitted for each task shall be inclusive of all costs and markups, including profit. However, UTA may determine, at its sole discretion, that scope

modifications are needed for Pre-Construction Services prior to execution of the Agreement included in Part 4.

1.3 The anticipated scope of Pre-Construction Services under this Contract, identified by task number, is summarized below; see Appendix II and Appendix III for more detailed information on these tasks.

Task	Summary Description
1	**Project Management:** Provide Project Management services beginning with the issuance of the Notice to Proceed (NTP) for the entire duration of the Pre-Construction Services Agreement. The Project Management Plan (PMP) shall include, among other items, Systems Engineering and Design Management, Cost and Schedule Control, and General Administration and Coordination activities. Additionally, this task also includes preparation of a Pre-Construction Services Quality Control Plan and a Baseline Schedule of Activities – each consistent with the UTA Project Specifications and the Pricing Form - for UTA's review and approval. The PMP, Quality Control Plan and Baseline Schedule of Activities for the Pre-Construction Phase shall be submitted to UTA within 2 weeks of NTP. Monthly Progress reports shall be submitted to UTA within 5 days of the first of each month. Progress reports shall include a summary of progress, activities completed and planned for the next month, listing of open issues, and project schedule update. Deliverables: CDRL 1 – Project Management Plan CDRL 2 – Pre-Construction Services Quality Control Plan CDRL 3 – Baseline Schedule of Activities CDRL 4 – Monthly Progress Reports
2	**Preliminary Design Work Package:** Prepare and submit a Preliminary Design Work Package to UTA. The Preliminary Design Work Package shall include a narrative description the operation of the system and how the on-board equipment functions in conjunction with the wayside equipment. The description of the on-board equipment shall include preliminary equipment locations on each vehicle type, Operator interface, and logging of violations that occur. The description of the wayside equipment shall

Task	Summary Description
	include preliminary equipment locations, modifications to UTA signal houses, and proposed conduit routings. The Preliminary Design Work package shall include drawings and specifications for all work at the 75% completion level. Deliverables: CDRL 5 – Preliminary Design Description CDRL 6 – Preliminary Plans and Specifications CDRL 7 – Preliminary Construction Staging and Cutover Plan CDRL 8 – Preliminary Test and Commissioning Plan
3	**Preliminary Construction Schedule:** Concurrent with submission of the Preliminary Design Work Package, prepare a Preliminary Critical Path Method (CPM) Construction Schedule for UTA review and comment. Deliverables: CDRL 9 – Preliminary Construction Schedule
4	**Preliminary Construction Cost Estimate:** Also concurrent with submission of the Preliminary Design Work Package, prepare a Preliminary Construction Cost Estimate for UTA review and comment. Deliverables: CDRL 10 – Preliminary Construction Cost Estimate
5	**Final Design Work Package:** Prepare and submit a Final Design Work Package to UTA. The Final Design Work Package shall include a narrative description of the operation of the system and how the on-board equipment functions in conjunction with the wayside equipment. The description of the on-board equipment shall include final equipment location on each vehicle type and the wayside including detailed work plans and procedures for all installations, test plans and procedures

Task	Summary Description
	to qualify equipment and verify proper operation, and an integrated test plan to commission and safety certify the RSES. Detailed schematics and drawings for the installation of all equipment required for the RSES shall be provided. Interfaces to existing circuits and equipment shall be clearly marked and listed as a separate detail. Deliverables: CDRL 11 – Final Design Description CDRL 12 – Schematic and Drawing Package CDRL 13 – Listing of Recommended Spare Parts and Special Tools CDRL 14 - Final Construction Staging and Cutover Plan CDRL 15–Draft Operations and Maintenance Manuals including Preventative Maintenance Schedules CDRL 16 – Draft Training Program Outline
6	**Final Construction Schedule:** Concurrent with submission of the Typical Element Design Package, prepare a Final Baseline Construction Schedule in CPM format for UTA review and approval. Deliverables: CDRL 17 – Final Construction Schedule
7	**Final Construction Cost Estimate:** Prepare a Final Construction Cost Estimate for UTA review and approval. The Final Cost Estimate shall be submitted in two parts, one for the on-board vehicle work and one for the wayside work. Cost estimates shall include both material and labor costs and be based on unit prices, e.g. cost per foot of conduit. Deliverables: CDRL 18 – Final Construction Cost Estimate
8	**Construction Contracting Plan:** Work with UTA to develop and finalize a Construction Contracting Plan for accomplishment of all related work. As part of this Contracting Plan, recommend packaging of the work to facilitate competitive bidding and award of trade contracts.

Task	Summary Description
	Recommend which work, if any, should be procured through best value selection, in lieu of lowest bid. Confirm the work which the Contractor proposes to self-perform. Also ensure that the Construction Contracting Plan includes provisions for the collection and documentation of lien waivers from all subcontractors and material suppliers. The plans and specifications to be issued for construction shall be included in the Construction Contracting Plan. Plans and specifications shall include all UTA comments and changes from the Final Drawing Package review. Wayside plans and specifications shall be sealed by a Professional Engineer licensed in the State of Utah. The Construction Contracting Plan shall utilize solicitation methods that comply with UTA's Standard Operating Procedures for Procurement and state and federal laws. All subcontracts shall be procured in accordance with the Construction Contracting Plan approved by UTA. Portions of the construction services may be self-performed by the contractor only after the market pricing for such work is established through a competitive solicitation for subcontracts and only upon expressed approval by UTA. Deliverables: CDRL 19 – Construction Contracting Plan CDRL 20 – Plans and Specifications Issued for Construction

Phase 2 - SCOPE OF CONSTRUCTION SERVICES

2.1 The scope of the Phase 2 services shall include, but is not necessarily be limited to, the tasks stated below. See Appendix II for more detail on each task listed.

Construction Task No.	Summary Description
1	**Project Management:** Provide Project Management services and an on-site Field Engineer(s) along with the required support staff to coordinate, direct and manage the work for the entire duration of the Project. Provide all necessary resources to complete overall work within established milestones and in accordance with the agreed-upon Baseline Construction Schedule. Provide a monthly summary of the

Construction Task No.	Summary Description
	percent of Project budget utilized compared to the total budget and percent complete of the project. Solicit subcontracts for the work per the approved Construction Contracting Plan. Monthly Progress reports shall be submitted to UTA within 5 days of the first of each month. Progress reports shall include a summary of progress, activities completed and planned for the next month, listing of open issues, and project schedule update. The Baseline Project Construction Schedule and monthly schedule updates shall be provided in CPM format. Deliverables: CDRL 51 – Project Management Plan CDRL 52 – Baseline Construction Schedule CDRL 53 – Configuration Management Plan CDRL 54 – Monthly Progress Reports
2	**Systems Engineering Support:** Provide Systems Engineering support for all implementation/ construction efforts to ensure proper component design and systems integration. Prepare and submit shop drawings, test reports, and technical data (Manufacturer's Cut-sheets) for all relevant components, construction/installation locations and equipment. All revisions, changes, and modifications to the Issued for Construction drawings and specifications shall be tracked with an approved Construction Management Plan. Equipment updates, both hardware and software shall also be included in the Configuration Management Plan. Deliverables: CDRL 55 – Project Technical Data CDRL 56 – Configuration Management Plan CDRL 57 – Integrated Test Plan and Procedures

Construction Task No.	Summary Description
3	**Construction Quality Control Plan:** Prepare and submit a Construction Quality Control Plan, consistent with UTA's Quality Assurance Program Manual for use during the Project Construction Phase. Include the outline of an Inspection and Construction Materials Testing Plan as an Appendix to the Quality Control Plan submittal. The Quality Control Plan shall be submitted for UTA review and approval within 2 weeks of the issuance of NTP for Phase II Services. Once approved, the Contractor will strictly adhere to the provisions of the Quality Control Plan throughout the Project Construction Phase. Deliverables: CDRL 58 – Construction Quality Control Plan
4	**Project Safety Plan:** Proposer shall adhere to UTA's Roadway Worker Protection (RWP) and other applicable safety programs. The Proposer shall identify its proposed safety plan and approach to incident-free management of safety risks for this Project. Deliverables: CDRL 59 – Project Safety Plan
5	**Implement Red Signal Enforcement System Testing:** Conduct all necessary testing and prepare and submit test reports and related documentation as required. Deliverables: CDRL 60 – Test Reports CDRL 61 – Safety Certification Checklist
6	**Red Signal Enforcement System Training:** Develop and undertake a comprehensive Training Program that fully prepares relevant UTA personnel for the complete onsite implementation, field testing, operation and maintenance of all Red Signal Enforcement System components. Maintain records of personnel training.

Construction Task No.	Summary Description
	Deliverables: CDRL 62 – Training Program
7	**Record Drawings and Specifications ("As-Builts"):** Maintain current, hard copies of As-Built drawings, software, and specifications revisions to the approved IFC drawings, software management plan and component technical specifications per UTA standards and procedures, including all work performed by subcontractors, and submit Final As-Built record information to UTA. Identify any revisions by UTA assigned change order numbers and in accordance with the approved Quality Control Plan and UTA change procedures. Deliverables: CDRL 63 – As-built Drawings
8	**Project Close-out:** Prepare and submit all final Contract Close-out documentation, records, spare parts, warranty certifications, operation and maintenance manuals, and training manuals and records. Submit any other information and/or materials that are also required by the UTA Technical Specifications or Contract provisions. Operations and Maintenance Manuals shall be delivered with the delivery of the applicable equipment. Deliverables: CDRL 60 – Operation and Maintenance Manuals CDRL 61 – Close-out Documentation

EXPLANATION OF THE NEGOTIATED LUMP SUM PRICE

UTA and the Contractor will negotiate a construction lump sum price for the Project through an open-book cost estimating process. "Open-book" means the proposer shall provide UTA access to all bid documents, quotations, takeoffs, other implementation cost estimates, staff direct

cost information, and overhead or other relevant information during negotiations. All work and services necessary to complete the Project must be completed within the respective construction lump sum price for the Project.

Exhibit B - Insurance Requirements

UTA

Utah Transit Authority

Light Rail Red Signal Enforcement System

CM/GC Agreement - Phase 1 Pre-Construction Services Agreement

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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. Contractor is free to purchase such 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. In addition, the policy shall be endorsed to reflect Contractual Liability Insurance specifically related to the indemnity provisions of this contract. Any exclusion for construction or demolition activities (including installing wells or bore holes) conducted within 50 feet of railroad tracks shall be removed from policy.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

   Minimum Requirements:

• General Aggregate	$5,000,000
• Products – Completed Operations Aggregate	$2,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$5,000,000

   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 completed operations".

2. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, **AND** when such contractor or subcontractor executes the appropriate waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$5,000,000
Annual Aggregate	$10,000,000

a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

b. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Jolene Higgins at 669 West 200 South, Salt Lake City, UT 84101.

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

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) 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 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 sent directly to Jolene Higgins at 669 West 200 South, Salt Lake City, UT 84101.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 the Utah Transit Authority 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.

EXHIBIT C

Federal Clauses

FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

FEDERAL CHANGES

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

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **6.2 %.** A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph** (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. **Prompt Payment and Return of Retainage.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond

the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor agrees to include these requirements in each subcontract or purchase order financed in whole or in part with federal assistance provided by the Authority.

BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by laws. No action or failure to act by The Authority or Authority's authorized representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more

shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply to* this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Ryan Snow Authorized Representative Name and Title of Contractor's Authorized Official

4-15-16 Date

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CARGO PREFERENCE

The Contractor agrees to: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's or Supplier's bill-of-lading.); and (c) include these requirements in all subcontracts and purchase orders issued pursuant to the Contract Documents when the subcontract may involve the transport of equipment, material or commodities by ocean vessel. *(A certification is to be submitted with each bid or offer exceeding $500,000 if shipping is applicable.)*

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

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

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) **Withholding for unpaid wages and liquidated damages** - The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

BONDING REQUIREMENTS

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance and Payment bonds

1. The penal amount of performance and payment bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance and payment bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

SEISMIC SAFETY REQUIREMENTS

Seismic Safety - The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	David Hancock, Director of Capital Development

TITLE:

Change Order: Final Design for Mid-Valley Connector - Change Order #03 (Jacobs Engineering)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize Executive Director to execute Change Order 3 to the contract and associated disbursements with Jacobs Engineering in the amount of $1,065,828 for design work on the Mid-Valley Connector project.

BACKGROUND:
On December 15, 2021, the UTA Board approved the award of a sole source contract to Jacobs Engineering to finalize the design and prepare the Mid-Valley Connector Bus Rapid Transit (BRT) project for advertisement. Through a Taylorsville City contract, Jacobs had completed the environmental assessment and preliminary design for the project. Since Jacobs was familiar with the project, the stakeholders and UTA felt that they should perform the final design on the project. The UTA Sole Source Committee approved the sole source award to Jacobs on the basis of substantial duplication of costs. The contract time was extended in early 2023 to incorporate anticipated consultant needs during the construction phase of the project.

DISCUSSION:
This change order includes work completed on the project using actual costs through February 2023. Additional scope was added to finalize the design for stations, the transit hub, updating documents for UDOT compliance, stakeholder requests, and additional management fees.

This change order has been in negotiations since September 2022 with the consultant choosing to move forward with the design at risk. Due to multiple staffing transitions with the main consultant, the change order took longer than expected to negotiate a final price. The costs include all additional subconsultant fees. The consultant has not been paid for any of this scope and payment is pending approval of this board item.

CONTRACT SUMMARY:

Contractor Name:	Jacobs Engineering Group, Inc.
Contract Number:	21-03502-03
Base Contract Effective Dates:	December 17, 2021 - December 31,2022
Extended Contract Dates:	January 1, 2023 - December 31, 2026
Existing Contract Value:	$1,934,199
Amendment Amount:	$1,065,828
New/Total Contract Value:	$3,000,027
Procurement Method:	Sole Source
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

If this change order is not executed, UTA would need to procure another consultant to finalize the project design and prepare the construction bid documents.

FISCAL IMPACT:

The 2023-2027 Capital Plan called for State and Federal Funds on this project. UTA received $22.8M from the State of Utah through UDOT in March 2023; this agreement was approved by the board on 12/21/22. Federal funds are anticipated through the Capital Investment Grant program.

ATTACHMENTS:

1) Jacobs Change Order #3

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

CHANGE ORDER

No. 3

TITLE: Various Scope Modifications for PCO-002, -005, -009, -010, -011, -012, -013 and

DATE: 3/22/2023

PROJECT/CODE: MSP253 - Mid-Valley Connector

This is a change order to CONTRACT No: 21-03502BM

TO: Jacobs Engineering, Inc.

ATTN: Jeanne Work

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

PCO-002 - Update Specifications $143,299. PCO-005 - Topo Survey, ROW & Cost-to-Cure Exhibits $192,404. PCO-009 - Transit Hub Updates $107,015. PCO-010 - Station Redesign $116,998. PCO-011 - Side Station Updates $120,570. PCO-012 - Miscellaneous Design Requests $111,832. JAC-PCO-013 - Resubmittal 60% Plans for UTA Review $80,854. PCO-014 - Additional UTA Design Requests $192,856. Excepting PCO-014, all PCOs are for design work previously completed on the project. PCO-014 is for additional in-scope (additive) modifications that have not commenced. The schedule impact associated with this change was previously addressed in the approval of CO-001. The PCOs comprising this group change order were approved by the UTA CCC committee on 2/13/2023. Total change order amount = $1,065,828.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	$1,065,828	Original Contract Sum:	$1,759,533	Final Completion Date Prior to This Change:	12/31/2026
Unit Cost:	-	Net Change by Previously Authorized Changes:	$174,666	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	$1,934,199	Final Completion Date as of This Change Order:	12/31/2026
T&M NTE:	-	Net Change This Change Order:	$1,065,828		
Total:	$1,065,828	Current Project Total:	$3,000,027		

ACCEPTED:
By: DocuSigned by: Jeanne Work 8CBB41BEC28D4E8...
Date: 3/1/2023
Jeanne Work
Jacobs Engineering, Inc.

By: _____
Date: _____
Andrea Pullos
Project Manager <$25,000

By: _____
Date: _____
David Hancock
Dir. of Capital Development <$75,000

By: _____
Date: _____
Mary DeLoretto
Chief Service Dev Officer <$200,000

By: _____
Date: _____
Vicki Woodward
Procurement

By: DocuSigned by: Michael Bell 70E13841...
Date: 2/28/2023
Mike Bell
Attorney General >$10,000

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

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Change Order Summary Worksheet

Previously Authorized Changes

Contract	21-03502BM JAC

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			$1,759,533	
1	1/5/2023	$0	$1,759,533	Contract Time Extension
2	2/13/2023	$174,666	$1,934,199	Various Scope Modifications for PCO-003, -004, -006, -007
Total to Date		$ $174,666		

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Denver, Colorado 80202

T 720-286-6262
www.jacobs.com

January 30, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #2: Develop Advertisement Specifications

Dear Andrea,

Jacobs is requesting a contact modification for additional services to update the project specifications from UDOT format to be a unique UTA format. The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- Reformat non-UDOT Specifications into UDOT specials (Avenue & Jacobs)
- Renumber non-UDOT bid items to match UDOT format (Avenue & Jacobs)
- Participation in General Specifications meetings (2 People) (Avenue & Jacobs)
- Reformat of architecture specifications to UDOT specials (Jacobs)
- Assessing language to be used between the UDOT general specifications and UTA boiler plate contract language (Avenue & Jacobs)
    - Any further conversations of UDOT general specifications to UTA general specifications will be completed by UTA

The total estimate cost for this specification reformat is $143,298.90.

This above amount includes Project Management fees for an additional 30 days.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

Jacobs
Midvalley Connector
Final Design Fee Estimate, Amend. #7
12/13/2022

					2.3237
			Raw rate =>	TOTAL TASK HOURS	BURDENED LABOR COST
			Multiplier =>		
			Loaded Rate =>		
			Employee =>		
Task 1	Project Management OLD				
		Project management and coordination (2 months Prior PM)		48	$14,363.81
		Invoice, schedule, budget (2 months Prior PM)		12	$2,737.04
		Risk Register Meetings and Prep (9 hours max)		9	$2,693.21
		Internal/External Project Meetings			
		Weekly UTA Meetings (7 mtgs at 1 hr)		7	$2,094.72
		Weekly Internal Meetings (7 mtgs at 1 hr)		91	$15,197.52
		Weekly Design Mtg. w/UTA (6 mtgs at 1.5 hrs)		18	$4,156.31
				0	$0.00
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1	185	$41,242.62
Task 1A	Project Management A1				
		Project management and coordination (7 months)		210	$37,474.36
		Invoice, Schedule, Budget (7 months)		63	$9,230.90
		Risk Register, Meetings and Prep (11 hrs max.)		11	$1,789.25
		Internal/External Project Meetings			
		Weekly UTA Meetings (28 mtgs at 1 hr)		28	$5,318.95
		Weekly Internal Meetings (16 mtgs at 1 hr)		296	$46,765.22
		Weekly Design Mtg. w/UTA (20 mtgs at 1.5 hrs)		75	$13,812.54
		Package drawing files to UTA		10	$1,403.47
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1A	693	$115,794.67
Task 2	Stakeholder & Public Outreach				
		Architectural Renderings/Powerpoint		13	$1,978.12
		Continue monitoring emails/update website		19	$3,177.96
		Avenue work items included in fee below		0	$0.00
			SUBTOTAL TASK 2	32	$5,156.08
Task 5	Surveying and Mapping				
		ESI work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 5	0	$0.00
Task 7	Geotechnical				
		Terracon work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 7	0	$0.00
Task 8E	Develop Ad Plans (90% & 100%)				
		Reset and resubmittal of 60% PS&E		480	$71,601.98
		Plans and bid item conversion to UTA format		250	$39,908.53
		Redesign of drainage and gutter to use inlets		200	$28,389.02
		Pedestrian lighting cost est. - south side 4700 S		5	$699.89
		Wall 4700 S changes:			
		Regrading		36	$5,324.62
		Specifications		8	$1,508.41
		Details		16	$2,349.61
		Traffic Signal Design			
		4430 S/Riverboat Rd		84	$12,250.05
		4530 S/Atherton Dr.		84	$12,250.05
		4700 S/Golf Course Rd		84	$12,250.05
		4700 S/Redwood Rd		84	$12,250.05
		2700 S/4390 S (Avenue)		0	$0.00
		Assess impacts of Vine St. future widening (5')		6	$975.40
		Addition of floating curb at Murray Blvd.		4	$650.26
		Pantograph foundations (2)		62	$8,896.12
		ATMS design/details across 2 bridges		64	$9,701.26
		Supplemental UDOT coordination and ratings on box culvert		72	$11,207.30
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 8E	1539	$230,212.58
Task 8E-SP	Specs				
		Reformat non-UDOT specs		76	$13,880.32
		Renumber non-UDOT specs		30	$5,738.01
		General Specification Meetings		22	$4,295.17
		Reformat Architectural specs to UDOT specials		112	$22,078.12
		Language useage between UDOT and UTA		90	$16,475.40
		No charge for not having UDOT Specs at 90% and extra effort to get them there - (80)		0	$0.00
			SUBTOTAL TASK 8E-SP	330	$62,467.02
Task 10	Utilities				
		Coordination on storm line video		24	$4,634.94
		Water service/connections for 4 side stations		16	$2,691.40
		Supplemental Utility design		82	$12,799.78
		PRO-PIPE work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 10	122	$20,126.12
Task 11	Right of Way				
		Attend Weekly ROW Meetings		36	$5,919.58
		Prepare/Update ROW Exhibits		318	$45,311.82
		Methodology used to establish ROW and TCE limits		28	$4,465.97
		Avenue work items included in fee below		0	$0.00
		ESI work items included in fee below		0	$0.00
			SUBTOTAL TASK 11	382	$55,697.37
Task 12B	Stations and Transit Plazas				
		SLCC Hub design/landscaping modifications		122	$14,397.17
		WVC Hub design/landscaping modifications		40	$5,430.96
		Change mullions bid item		2	$452.15
		Canopy Redesign and additional details		200	$31,876.19
		Trash Enclosure Design at WVC Station		80	$12,751.49
		Snowmelt system		117	$12,131.39
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 12B	561	$77,039.35
TOTAL JACOBS HOURS				3844	
TOTAL JACOBS LABOR					$607,735.81

CHANGE ORDER 2

SUBCONSULTANTS	
AVENUE CONSULTANTS	$ 367,482.49
ESI	$ 40,329.56
KCI	$ -
PRO-PIPE	$ 12,531.47
TERRACON	$ 5,550.00
NSULTANTS	$ 425,893.52

OVERHEAD DIRECT COSTS				
	Unit Cost	Quantity		
DIRECT COSTS				
Mileage	$0.56	150	$	84.00
Misc. Transp.	$90.00	2	$	180.00
Airfare	$400.00	2	$	800.00
Hotel	$140.00	4	$	560.00
Per diem	$85.00	4	$	340.00
		!ECT COSTS	$	1,964.00

SUMMARY	
Total Subs	$ 425,893.52
Total ODC	$ 1,964.00
Total Jacobs Labor Costs	$ 607,735.81
GRAND TOTAL	$ 1,035,593.33

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Midvalley BRT - MOD 1 **Avenue Project No.** 21.195 **Contract Mod** 1 **Date** 12/22/2022

DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Aaron Rasmussen Management Review	Heather Hamilton Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Celeste Madsen Admin	Adrian Welsh ROW/GIS Dashboard	Craig Yates ROW Manager	Isaac Lopez ROW Engineer	Jake Wiley ROW Engineer	Jared Howland ROW Engineer	Jeff Searle ROW Lead	Madeline Beaver ROW Tech	Mike Herbst ROW Engineer	Ryan Herbst ROW Tech	Ivan Hooper Traffic Manager	Shawn Larson Traffic Lead	Greg Sanchez Traffic Engineer	Andrew Gemperline Principle	Total Hours	Cost
1: Project Management	**230**	**154**	**36**	**78**	**4**	**36**	**4**	**40**	**64**	**4**	**4**	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**690**	**$ 138,507.81**
Task 1: Project Management	230	154	36	78	4	36	4	40	64	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	20	690	$ 138,507.81
Internal Team Meetings	12	12		12	4	4	4	4	12	4	4	4																76	$ 12,267.62
Attend Team (Avenue/Jacobs) Meetings	40	24		36		26			26																			152	$ 26,933.51
Attend UTA Design Meeting	40	8		2		2			2																			54	$ 10,689.73
Specifications (Meetings & Coordination)		48																										48	$ 13,450.10
Coordination with Jacobs, UTA, Cities, and Subs	40	12		28		4			24																			108	$ 18,041.38
Design Management Review	10	10																										20	$ 4,692.73
Advertising Management Review	16	16	36					36																				104	$ 24,287.55
Review/Process Consultant Invoices	12												12															24	$ 3,253.01
Contract Modifications	60	24																									20	104	$ 24,892.19
8E: Develop Advertisment Plans for West Valley City Hub	**27**	**32**	**0**	**76**	**54**	**23**	**36**	**10**	**21**	**22**	**26**	**62**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**389**	**$ 53,565.43**
Task 1a: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	19	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	$ 5,881.66
Task 2a: Complete Roadway Plans and Documents	6	10	0	42	34	0	0	0	0	18	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	$ 18,484.44
Task 3a: Complete Signing and Striping Plans and Documents	9	0	0	6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	$ 2,570.45
Task 4a: Complete Design Utility Coordination	0	0	0	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	$ 1,585.45
Task 5a: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	11	0	26	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	$ 5,119.67
Task 6a: Incorporate 90% Review Comments	12	22	0	28	20	4	18	4	4	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	$ 19,923.76
8E: Develop Advertisment Plans for Side Stations	**38**	**36**	**0**	**80**	**22**	**29**	**54**	**8**	**40**	**18**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**361**	**$ 53,188.02**
Task 1b: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	16	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	$ 5,522.21
Task 2b: Complete Roadway Plans and Documents	8	10	0	30	16	0	0	0	0	8	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	$ 11,635.89
Task 3b: Complete Signing and Striping Plans and Documents	6	0	0	18	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	$ 4,063.68
Task 4b: Complete Design Utility Coordination	0	0	0	0	0	0	0	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$ 1,711.17
Task 5b: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$ 2,749.85
Task 6b: Complete Signal Plans and Documents	0	0	0	0	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	$ 1,563.50
Task 7b: 90% Review Meeting	6	6	0	6	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	$ 4,813.50
Task 8b: Incorporate 90% Review Comments	10	10	0	14	4	4	32	2	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	$ 13,043.37
Task 9b: Comment Resolution Review Meeting	8	10	0	12	2	5	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	$ 8,084.85
8E: Signal Warrant Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**54**	**154**	**0**	**240**	**$ 35,064.42**
Task 1c: Time Travel Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	24	0	40	$ 6,093.20
Task 2c: TSP Traffic Anaylsis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	46	130	0	200	$ 28,971.22
8E: Right-of-Way	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**80**	**22**	**147**	**80**	**6**	**92**	**110**	**87**	**32**	**0**	**0**	**0**	**0**	**0**	**696**	**$ 87,094.32**
Task 1d: Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	125	80	6	56	110	87	32	0	0	0	0	0	524	$ 62,967.92
Task 2d: ROW Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	0	72	2	22	0	0	36	0	0	0	0	0	0	0	0	132	$ 18,969.12
Task 3d: Property Exhibits	16	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$ 5,157.28
13: Construction Support	**80**	**4**	**0**	**100**	**20**	**16**	**24**	**0**	**40**	**80**	**16**	**48**	**0**	**0**	**0**	**80**	**40**	**4**	**40**	**40**	**40**	**20**	**0**	**0**	**0**	**0**	**0**	**692**	**$ 99,118.20**
Task 13a: Addendums and Advertisement Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 2,500.00
Task 13b: RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,000.00
Task 13c: Siderunning Station Design on 4700 South	40	2	0	58	8	8	12	0	14	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	$ 24,190.15
Task 13d: Privacy Wall Design on 2700 West	40	2	0	42	12	8	12	0	26	48	8	48	0	0	0	80	40	4	40	40	40	20	0	0	0	0	0	510	$ 62,428.05
Summary of Hours	391	226	36	334	100	104	118	58	165	148	66	130	12	80	22	227	120	10	132	150	127	52	32	54	154	20	3068	**$ 466,538.19**
Summary of Raw Labor Expense	$ 73,923.38	$ 63,327.53	$ 9,595.27	$ 37,869.11	$ 12,984.18	$ 20,611.61	$ 13,872.06	$ 11,574.08	$ 21,649.06	$ 13,149.07	$ 6,404.18	$ 12,259.49	$ 984.26	$ 10,410.09	$ 4,751.07	$ 26,060.07	$ 11,480.21	$ 1,161.95	$ 24,355.78	$ 10,252.01	$ 19,790.05	$ 5,685.86	$ 7,358.08	$ 8,340.84	$ 19,365.50	$ 6,823.40		

CHANGE ORDER 2

Direct Expenses

Description	Rate		Quantity	Cost
Travel (mileage)	$ 0.625		100	$ 62.50
Total				$ 62.50

Total MOD

Labor Subtotal	$ 466,538.19
Direct Expenses	$ 62.50
Total	**$ 466,600.69**

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Denver, Colorado 80202

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www.jacobs.com

January 30, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #5: Project Topographic Survey, Right of Way, and Cost to Cure Exhibits

Dear Andrea,

Jacobs is requesting a contact modification for additional services to update the project topographic survey, Right of Way (ROW) documents, and cost to cure exhibits. The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- Obtained additional survey along 2700 W (ESI)
- Obtained adjacent projects topographic survey (ESI)
- Obtained topographic survey at Murray Hub, West Valley City Hub, and on Allerton (ESI)
- Topographic CADD creation (ESI)
- Dimension of Bridge Elements (ESI)
- P6 Revisions (ESI)
- Complete ROW research, legal descriptions and submittals including 7 ROW parcels (1 partial summaries) along 2700 West. (Avenue)
- Develop a ROW dashboard for tracking property progress. Weekly updates and maintenance through the acquisition process will be included. (Avenue)
- Create property exhibits for meetings between the public involvement team and property owners. (Avenue & Jacobs)
- Attendance at weekly ROW meetings (Avenue & Jacobs)
- Document Cost to Cure Methodology (Jacobs)

The total estimate cost for this specification reformat is $192,403.69. This cost estimate includes a Jacobs Project Manager transition credit of $58,099.34 due to Jacobs changing project managers.

This above amount includes Project Management fees for an additional 30 days.

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Date: 30 January 2023

Subject: Change Order #5: Project Topographic Survey, Right of Way, and Cost to Cure Exhibits

The following table provides a breakdown of costs per firm based on Project Management fees and ROW task fees.

Firm	Task	Cost
Jacobs	Project Management (1 Month)	$58,099.34
	Project Management Credit (1 Month)	($58,099.34)
	Jacobs ROW Tasks	$55,697.37
Avenue	Project Management (1 Month)	$9,282.44
	Avenue ROW Tasks	$87,094.32
ESI	ESI ROW Tasks	$75,329.56
	5th Partial Summary ESI Credit	($35,000.00)
	Total Change Order Request	$192,403.69

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

Jacobs
Midvalley Connector
Final Design Fee Estimate, Amend. #7
12/13/2022

			TOTAL TASK HOURS	BURDENED LABOR COST
		Raw rate =>		2.3237
		Multiplier =>		
		Loaded Rate =>		
		Employee =>		
Task 1	**Project Management OLD**			
		Project management and coordination (2 months Prior PM)	48	$14,363.81
		Invoice, schedule, budget (2 months Prior PM)	12	$2,737.04
		Risk Register Meetings and Prep (9 hours max)	9	$2,693.21
		Internal/External Project Meetings		
		Weekly UTA Meetings (7 mtgs at 1 hr)	7	$2,094.72
		Weekly Internal Meetings (7 mtgs at 1 hr)	91	$15,197.52
		Weekly Design Mtg. w/UTA (6 mtgs at 1.5 hrs)	18	$4,156.31
			0	$0.00
		Avenue PM items included in fee below	0	$0.00
		SUBTOTAL TASK 1	**185**	**$41,242.62**
Task 1A	**Project Management A1**			
		Project management and coordination (7 months)	210	$37,474.36
		Invoice, Schedule, Budget (7 months)	63	$9,230.90
		Risk Register, Meetings and Prep (11 hrs max.)	11	$1,789.25
		Internal/External Project Meetings		
		Weekly UTA Meetings (28 mtgs at 1 hr)	28	$5,318.95
		Weekly Internal Meetings (16 mtgs at 1 hr)	296	$46,765.22
		Weekly Design Mtg. w/UTA (20 mtgs at 1.5 hrs)	75	$13,812.54
		Package drawing files to UTA	10	$1,403.47
		Avenue PM items included in fee below	0	$0.00
		SUBTOTAL TASK 1A	**693**	**$115,794.67**
Task 2	**Stakeholder & Public Outreach**			
		Architectural Renderings/Powerpoint	13	$1,978.12
		Continue monitoring emails/update website	19	$3,177.96
		Avenue work items included in fee below	0	$0.00
		SUBTOTAL TASK 2	**32**	**$5,156.08**
Task 5	**Surveying and Mapping**			
		ESI work items included in fee below	0	$0.00
			0	$0.00
		SUBTOTAL TASK 5	**0**	**$0.00**
Task 7	**Geotechnical**			
		Terracon work items included in fee below	0	$0.00
			0	$0.00
		SUBTOTAL TASK 7	**0**	**$0.00**
Task 8E	**Develop Ad Plans (90% & 100%)**			
		Reset and resubmittal of 60% PS&E	480	$71,601.98
		Plans and bid item conversion to UTA format	250	$39,908.53
		Redesign of drainage and gutter to use inlets	200	$28,389.02
		Pedestrian lighting cost est. - south side 4700 S	5	$699.89
		Wall 4700 S changes:		
		Regrading	36	$5,324.62
		Specifications	8	$1,508.41
		Details	16	$2,349.61
		Traffic Signal Design		
		4430 S/Riverboat Rd	84	$12,250.05
		4530 S/Atherton Dr.	84	$12,250.05
		4700 S/Golf Course Rd	84	$12,250.05
		4700 S/Redwood Rd	84	$12,250.05
		2700 S/4390 S (Avenue)	0	$0.00
		Assess impacts of Vine St. future widening (5')	6	$975.40
		Addition of floating curb at Murray Blvd.	4	$650.26
		Pantograph foundations (2)	62	$8,896.12
		ATMS design/details across 2 bridges	64	$9,701.26
		Supplemental UDOT coordination and ratings on box culvert	72	$11,207.30
		Avenue work items included in fee below	0	$0.00
			0	$0.00
		SUBTOTAL TASK 8E	**1539**	**$230,212.58**
Task 8E-SP	**Specs**			
		Reformat non-UDOT specs	76	$13,880.32
		Renumber non-UDOT specs	30	$5,738.01
		General Specification Meetings	22	$4,295.17
		Reformat Architectural specs to UDOT specials	112	$22,078.12
		Language useage between UDOT and UTA	90	$16,475.40
		No charge for not having UDOT Specs at 90% and extra effort to get them there - ($0)	0	$0.00
		SUBTOTAL TASK 8E-SP	**330**	**$62,467.02**
Task 10	**Utilities**			
		Coordination on storm line video	24	$4,634.94
		Water service/connections for 4 side stations	16	$2,691.40
		Supplemental Utility design	82	$12,799.78
		PRO-PIPE work items included in fee below	0	$0.00
			0	$0.00
		SUBTOTAL TASK 10	**122**	**$20,126.12**
Task 11	**Right of Way**			
		Attend Weekly ROW Meetings	36	$5,919.58
		Prepare/Update ROW Exhibits	318	$45,311.82
		Methodology used to establish ROW and TCE limits	28	$4,465.97
		Avenue work items included in fee below	0	$0.00
		ESI work items included in fee below	0	$0.00
		SUBTOTAL TASK 11	**382**	**$55,697.37**
Task 12B	**Stations and Transit Plazas**			
		SLCC Hub design/landscaping modifications	122	$14,397.17
		WVC Hub design/landscaping modifications	40	$5,430.96
		Change mullions bid item	2	$452.15
		Canopy Redesign and additional details	200	$31,876.19
		Trash Enclosure Design at WVC Station	80	$12,751.49
		Snowmelt system	117	$12,131.39
		Avenue work items included in fee below	0	$0.00
			0	$0.00
		SUBTOTAL TASK 12B	**561**	**$77,039.35**
TOTAL JACOBS HOURS			**3844**	
TOTAL JACOBS LABOR				**$607,735.81**

CHANGE ORDER 5

SUBCONSULTANTS		
AVENUE CONSULTANTS	$	367,482.49
ESI	$	40,329.56
KCI	$	-
PRO-PIPE	$	12,531.47
TERRACON	$	5,550.00
NSULTANTS	**$**	**425,893.52**

OVERHEAD DIRECT COSTS					
	Unit Cost	Quantity			
DIRECT COSTS					
Mileage	**$0.56**	**150**	$	84.00
Misc. Transp.	**$90.00**	**2**	$	180.00
Airfare	**$400.00**	**2**	$	800.00
Hotel	**$140.00**	**4**	$	560.00
Per diem	**$85.00**	**4**	$	340.00
		!ECT COSTS	**$**	**1,964.00**

SUMMARY		
Total Subs	**$**	**425,893.52**
Total ODC	**$**	**1,964.00**
Total Jacobs Labor Costs	**$**	**607,735.81**
GRAND TOTAL	**$**	**1,035,593.33**

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Midvalley BRT - MOD 1 **Avenue Project No.** 21.195 **Contract Mod** 1 **Date** 12/22/2022

DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Aaron Rasmussen Management Review	Heather Hamilton Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Celeste Madsen Admin	Adrian Welsh ROW/GIS Dashboard	Craig Yates ROW Manager	Isaac Lopez ROW Engineer	Jake Wiley ROW Engineer	Jared Howland ROW Engineer	Jeff Searle ROW Lead	Madeline Beaver ROW Tech	Mike Herbst ROW Engineer	Ryan Herbst ROW Tech	Ivan Hooper Traffic Manager	Shawn Larson Traffic Lead	Greg Sanchez Traffic Engineer	Andrew Gemperline Principle	Total Hours	Cost
1: Project Management	**230**	**154**	**36**	**78**	**4**	**36**	**4**	**40**	**64**	**4**	**4**	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**690**	**$ 138,507.81**
Task 1: Project Management	230	154	36	78	4	36	4	40	64	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	20	690	$ 138,507.81
Internal Team Meetings	12	12		12	4	4	4	4	12	4	4	4																76	$ 12,267.62
Attend Team (Avenue/Jacobs) Meetings	40	24		36		26			26																			152	$ 26,933.51
Attend UTA Design Meeting	40	8		2		2			2																			54	$ 10,689.73
Specifications (Meetings & Coordination)		48																										48	$ 13,450.10
Coordination with Jacobs, UTA, Cities, and Subs	40	12		28		4			24																			108	$ 18,041.38
Design Management Review	10	10																										20	$ 4,692.73
Advertising Management Review	16	16	36					36																				104	$ 24,287.55
Review/Process Consultant Invoices	12												12															24	$ 3,253.01
Contract Modifications	60	24																									20	104	$ 24,892.19
8E: Develop Advertisment Plans for West Valley City Hub	**27**	**32**	**0**	**76**	**54**	**23**	**36**	**10**	**21**	**22**	**26**	**62**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**389**	**$ 53,565.43**
Task 1a: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	19	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	$ 5,881.66
Task 2a: Complete Roadway Plans and Documents	6	10	0	42	34	0	0	0	0	18	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	$ 18,484.44
Task 3a: Complete Signing and Striping Plans and Documents	9	0	0	6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	$ 2,570.45
Task 4a: Complete Design Utility Coordination	0	0	0	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	$ 1,585.45
Task 5a: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	11	0	26	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	$ 5,119.67
Task 6a: Incorporate 90% Review Comments	12	22	0	28	20	4	18	4	4	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	$ 19,923.76
8E: Develop Advertisment Plans for Side Stations	**38**	**36**	**0**	**80**	**22**	**29**	**54**	**8**	**40**	**18**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**361**	**$ 53,188.02**
Task 1b: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	16	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	$ 5,522.21
Task 2b: Complete Roadway Plans and Documents	8	10	0	30	16	0	0	0	0	8	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	$ 11,635.89
Task 3b: Complete Signing and Striping Plans and Documents	6	0	0	18	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	$ 4,063.68
Task 4b: Complete Design Utility Coordination	0	0	0	0	0	0	0	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$ 1,711.17
Task 5b: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$ 2,749.85
Task 6b: Complete Signal Plans and Documents	0	0	0	0	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	$ 1,563.50
Task 7b: 90% Review Meeting	6	6	0	6	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	$ 4,813.50
Task 8b: Incorporate 90% Review Comments	10	10	0	14	4	4	32	2	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	$ 13,043.37
Task 9b: Comment Resolution Review Meeting	8	10	0	12	2	5	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	$ 8,084.85
8E: Signal Warrant Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**54**	**154**	**0**	**240**	**$ 35,064.42**
Task 1c: Time Travel Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	24	0	40	$ 6,093.20
Task 2c: TSP Traffic Anaylsis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	46	130	0	200	$ 28,971.22
8E: Right-of-Way	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**80**	**22**	**147**	**80**	**6**	**92**	**110**	**87**	**32**	**0**	**0**	**0**	**0**	**696**	**$ 87,094.32**
Task 1d: Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	125	80	6	56	110	87	32	0	0	0	0	524	$ 62,967.92
Task 2d: ROW Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	0	72	2	22	0	0	36	0	0	0	0	0	0	0	132	$ 18,969.12
Task 3d: Property Exhibits	16	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$ 5,157.28
13: Construction Support	**80**	**4**	**0**	**100**	**20**	**16**	**24**	**0**	**40**	**80**	**16**	**48**	**0**	**0**	**0**	**80**	**40**	**4**	**40**	**40**	**40**	**20**	**0**	**0**	**0**	**0**	**692**	**$ 99,118.20**
Task 13a: Addendums and Advertisement Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 2,500.00
Task 13b: RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,000.00
Task 13c: Siderunning Station Design on 4700 South	40	2	0	58	8	8	12	0	14	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	$ 24,190.15
Task 13d: Privacy Wall Design on 2700 West	40	2	0	42	12	8	12	0	26	48	8	48	0	0	0	80	40	4	40	40	40	20	0	0	0	0	510	$ 62,428.05
Summary of Hours	391	226	36	334	100	104	118	58	165	148	66	130	12	80	22	227	120	10	132	150	127	52	32	54	154	20	3068	**$ 466,538.19**
Summary of Raw Labor Expense	$ 73,923.38	$ 63,327.53	$ 9,595.27	$ 37,869.11	$ 12,984.18	$ 20,611.61	$ 13,872.06	$ 11,574.08	$ 21,649.06	$ 13,149.07	$ 6,404.18	$ 12,259.49	$ 984.26	$ 10,410.09	$ 4,751.07	$ 26,060.07	$ 11,480.21	$ 1,161.95	$ 24,355.78	$ 10,252.01	$ 19,790.05	$ 5,685.86	$ 7,358.08	$ 8,340.84	$ 19,365.50	$ 6,823.40		

CHANGE ORDER 5

Direct Expenses

Description	Rate		Quantity	Cost
Travel (mileage)	$ 0.625		100	$ 62.50
Total				$ 62.50

Total MOD

Labor Subtotal	$ 466,538.19
Direct Expenses	$ 62.50
Total	**$ 466,600.69**

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Stremel, Doug

From: Young, Nicholas
Sent: Wednesday, November 2, 2022 3:37 PM
To: Stremel, Doug
Subject: FW: Midvalley Connector BRT - Out of scope work for ESI Engineering

Follow Up Flag: Follow up
Flag Status: Completed

FYI

From: Matt Peterson <matt.peterson@esieng.com>
Sent: Wednesday, October 12, 2022 9:38 AM
To: Young, Nicholas <Nicholas.Young@jacobs.com>
Cc: Sargent, Kirsten E. <Kirsten.Sargent@jacobs.com>
Subject: [EXTERNAL] RE: Midvalley Connector BRT - Out of scope work for ESI Engineering

Nick,
I computed rough estimates of the costs of the additional out of scope work:

- *Various survey requests along 2700 West Street as new construction was being completed or proposed stations being relocated.* $24,702
- *Calculations to incorporate other ongoing projects within the project area and to rectify their coordinate systems with our own.* $1,368
- *Additional topographic survey north of the Murray hub.* $4,570
- *Additional topographic survey east of the West Valley hub.* $3,494
- *Additional topographic survey along Atherton.* $3,494
- *Surveying and developing CADD deliverables for all new KCI items in multiple areas (except the intersection of Murray-Taylorsville Rd. & Atherton).* $28,504
- *Photos and dimensions of bridge elements.* $1,608

The total rough estimate of cost is $67,740

Our scope for the current contract included the preparation of documents on 76 parcels, with 35 of those parcels needing a Warranty Deed and a Temporary Construction Easement and 41 of those parcels needing only a Temporary Construction Easement. The total document count in the current contract was for 111 documents.

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Currently, ESI has prepared 25 Warranty Deeds, 52 Temporary Construction Easements, and 14 Public Utility Easements for a total of 91 documents. The 8th and final summary will have four more Temporary Construction Easements.
Avenue compiled the project dashboard and completed the 5th Partial summary, which included 1 Warranty Deed and 7 Temporary Construction Easements. I don't believe we have an exact count on the 7th Partial summary because design is still being finalized.
My rough estimate for cost of the work that was transferred to Avenue is approximately $35,000
The out of scope work costs ($67,740) minus the work that was transferred to Avenue ($35,000) equals $32,740

Please let me know if this information will meet your needs, or if you need any additional information.
Thank again!

Matt Peterson, PLS

ESI Engineering, Inc.
Civil :: Structural :: Land Survey

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4141 West 2100 South, Suite 100
West Valley City, Utah 84120
Direct: (801)747-5939 Cell: (801)953-4830
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From: Young, Nicholas <Nicholas.Young@jacobs.com>
Sent: Tuesday, October 11, 2022 5:21 PM
To: Matt Peterson <matt.peterson@esieng.com>
Cc: Sargent, Kirsten E. <Kirsten.Sargent@jacobs.com>
Subject: RE: Midvalley Connector BRT - Out of scope work for ESI Engineering

Matt,
We are working on the change order. We spoke to Marcus yesterday and he is requesting that we combine everyone's changes into one master change order. We need the list of changes from you and the cost for each change to roll up into the master change order.

It also sounds like some of your scope was shifted to Avenue, will there be a financial credit for that scope reduction that we need to track?

Please let me know if you have any questions or comments.

Thanks,
Nick

Nicholas Young, PE, PTOE | Jacobs | Project Manager

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From: Matt Peterson <matt.peterson@esieng.com>
Sent: Tuesday, October 11, 2022 11:15 AM
To: Young, Nicholas <Nicholas.Young@jacobs.com>
Cc: Sargent, Kirsten E. <Kirsten.Sargent@jacobs.com>
Subject: [EXTERNAL] RE: Midvalley Connector BRT - Out of scope work for ESI Engineering

Nick,
I just wanted to touch base with you on this. We'll be finishing up with the 6th Partial Summary soon and we will be at or over our current contract budget.
We'll still have Right of Way documents to complete for the 8th Partial Summary, as well as finalizing the Right of Way Plans.
Is a contract Mod forthcoming? Will we need to stop work while the mod is processed?
Thanks again!

Matt Peterson, PLS

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From: Young, Nicholas <Nicholas.Young@jacobs.com>
Sent: Thursday, September 22, 2022 2:04 PM
To: Matt Peterson <matt.peterson@esieng.com>
Cc: Sargent, Kirsten E. <Kirsten.Sargent@jacobs.com>
Subject: RE: Midvalley Connector BRT - Out of scope work for ESI Engineering

Matt,
Thanks for reaching out and providing the information below. We are compiling out of scope work items for the team. I am still getting up to speed with everything, but I understand this is important for everyone.

Thanks,
Nick

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From: Matt Peterson <matt.peterson@esieng.com>
Sent: Wednesday, September 21, 2022 11:48 AM
To: Young, Nicholas <Nicholas.Young@jacobs.com>
Subject: [EXTERNAL] Midvalley Connector BRT - Out of scope work for ESI Engineering

Nick,
Newel let me know that you are the new point of contact for Jacobs for this project. Congrats! My name is Matt Peterson with ESI Engineering, Newel asked me to put together a list of all of the out-of-scope items that have been completed to date and any request for additional budget to cover the costs. As you can see below, I let Newel know that we may want to secure another $20,000 to finish work. I just received the latest budget report and we have approximately $21,000 remaining. We may want to adjust my request to $30,000 to be safe:

Hi Newel,
I've been checking into the current budget as you requested, and now that I have the data on the amount of time we spent on the Right of Way packages in August and early September it looks like we may want to err on the side of caution if you are already pursuing a mod.
In the month of August we worked on two packages and invoiced approximately $51,000. We have two more packages to complete, the final of which will require a finalized ROW plan set. Our current budget has approximately $43,000 left. We may want to pursue another $20,000 just to be safe.
Most of the cost of the original contract, as you are aware, was for Right of Way document preparation. While we scaled down the right of way and distributed about 10 parcels to others, this did not offset the amount of additional survey tasks that were needed. Including:

- *Various survey requests along 2700 West Street as new construction was being completed or proposed stations being relocated.*
- *Calculations to incorporate other ongoing projects within the project area and to rectify their coordinate systems with our own.*
- *Additional topographic survey north of the Murray hub.*
- *Additional topographic survey east of the West Valley hub.*
- *Additional topographic survey along Atherton.*
- *Surveying and developing CADD deliverables for all new KCI items in multiple areas (except the intersection of Murray-Taylorsville Rd. & Atherton).*
- *Photos and dimensions of bridge elements.*

Please let me know if there are any questions or concerns, or if you would like any other documentation from me.
Thank you,

Matt Peterson, PLS

ESI Engineering, Inc.

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Mid-Valley BRT - Taylorsville - Additional Survey Costs - Out of Scope

Task Description	Senior Project Manager (PLS)	Project Manager / Principal (PLS)	Staff Land Surveyor (PLS)	Survey Cadd Designer	Survey Party Chief	Survey Tech. I	Survey Tech. II	LABOR HOURS	DIRECT LABOR
	63.00	58.00	53.00	42.50	33.00	29.00	26.00		
Various Requests along 2700 West		8		24	96	96	70	294	$9,256.00
Adjacent project calculations and translations		10						10	$580.00
Additional Survey - Murray Hub		3		8	16	16	16	59	$1,922.00
Additional Survey - WVC Hub		3		8	16	16		43	$1,506.00
Additional Survey - Atherton		3		8	16	16		43	$1,506.00
Survey and Drafting for all new KCI items (multiple areas)		8		38	96	96	96	334	$10,527.00
Photos and dimensions of structures					4	4		8	$768.00
Total Direct Labor	0	35	0	86	244	244	182	791	$26,065.00

Overhead (112.58% of Direct Labor)	$29,343.98
Direct Labor Cost	$26,065.00
Subtotal Labor	$55,408.98
Fixed Fee (11% of Subtotal Labor)	$6,094.99
TOTAL LABOR	$61,503.96

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Direct Costs	Quantity	Rate	
Mileage	860	0.45	$387.00
GPS/Survey Equipment	130	45	$5,850.00
			$0.00
		TOTAL DIRECT COSTS	$6,237.00
PROJECT TOTAL	**$67,740.96**		

P6 Revisions Subtotal + $7,588.60
Less $35K NOT transferred to Avenue - $35,000.00

Total Amendment #1 Request $40,329.56

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Nov 18, 2022

Mr. Douglas Stremel PE
Sr. Project Manager
JACOBS
6440 S. Millrock Dr., Suite 300
Salt Lake City, UT, 84121

RE: City of Taylorsville
West Valley Bus Rapid Transit Project
Survey Services

Dear Doug:

Following is a man-hour and cost proposal to provide the requested services as requested in our meeting today. Tasks to be completed by ESI Engineering are as follows:

DEVELOP RIGHT OF WAY PLANS AND DOCUMENTS

Description of Activities:

1. Modify Right of Way documents prepared for the 6th Partial Summary of Right of Way to reflect recent changes to the Temporary Construction Easement areas. Assume changes to Parcels 109,110,112,113,114,115,116, and 117. Assume also that the current Right of Way takes will remain the same, and that only the temporary construction easements will be modified.
2. Submit documents to Region Right of Way manager for review.
3. Update the right of way documents from review comments.
4. Develop ROW plan to show the acquisitions that are required to accommodate all aspects of the project, including fee takings, perpetual easements and temporary easements.
   a. Conform to latest UDOT CADD standards.
   b. Documents will be uploaded into Project Wise and EPM per UDOT standards.

Deliverables:

1. Deeds and/or Easements for each parcel to be acquired.
2. Right of Way Plan set in MicroStation format.
3. Right of Way Plan set in PDF format with electronic signature.

The man-hour and cost estimate follows. If you have any comments or questions, please feel free to call.

Very truly yours,

ESI Engineering Inc.

Matt Peterson, P.L.S.

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4141 West 2100 South, Suite 100
West Valley City, Utah 84120

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Mid-Valley BRT - Taylorsville - 06P Easement Modifications

Task Description	Senior Project Manager (PLS)	Project Manager / Principal (PLS)	Staff Land Surveyor (PLS)	Survey Cadd Designer	Survey Party Chief	Survey Tech. I	Survey Tech. II	LABOR HOURS	DIRECT LABOR
	63.00	58.00	53.00	42.50	33.00	29.00	26.00		
Develop Right of Way Plans and Documents	16		16	32				64	$3,216.00
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
Total Direct Labor	16	0	16	32	0	0	0	64	$3,216.00

Overhead (112.58% of Direct Labor)	$3,620.57
Direct Labor Cost	$3,216.00
Subtotal Labor	$6,836.57
Fixed Fee (11% of Subtotal Labor)	$752.02
TOTAL LABOR	$7,588.60

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Direct Costs	Quantity	Rate	
Mileage	0	0.45	$0.00
GPS/Survey Equipment	0	45	$0.00
			$0.00
		TOTAL DIRECT COSTS	$0.00
PROJECT TOTAL	**$7,588.60**		

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January 30, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #9: Transit Hub Updates

Dear Andrea,

Jacobs is requesting a contact modification for additional services to update the transit hub designs at Salt Lake Community College (SLCC) and West Valley City (WVC). The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- SLCC Hub Design Modifications:
  - Landscape redesign (Jacobs)
  - "Ratchet angle" geometry change (Jacobs)
- WVC Hub Design Modifications:
  - Landscaping (Jacobs)
  - Civil Redesign (Avenue)
- Water & Utility Connections (Jacobs)
- Design for two Pantograph foundations for bus charging (Jacobs)
- Develop structural details for trash enclosure design at WVC (Jacobs)

The total estimate cost for this specification reformat is $107,015.01. This cost estimate includes a Jacobs Project Manager transition credit of $58,099.34 due to Jacobs changing project managers.

This above amount includes Project Management fees for an additional 30 days.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

Jacobs
Midvalley Connector
Final Design Fee Estimate, Amend. #7
12/13/2022

			Raw rate =>		2.3237
			Multiplier =>		
			Loaded Rate =>		
			Employee =>	TOTAL TASK HOURS	BURDENED LABOR COST
Task 1	Project Management OLD				
		Project management and coordination (2 months Prior PM)		48	$14,363.81
		Invoice, schedule, budget (2 months Prior PM)		12	$2,737.04
		Risk Register Meetings and Prep (9 hours max)		9	$2,693.21
		Internal/External Project Meetings			
		Weekly UTA Meetings (7 mtgs at 1 hr)		7	$2,094.72
		Weekly Internal Meetings (7 mtgs at 1 hr)		91	$15,197.52
		Weekly Design Mtg. w/UTA (6 mtgs at 1.5 hrs)		18	$4,156.31
				0	$0.00
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1	185	$41,242.62
Task 1A	Project Management A1				
		Project management and coordination (7 months)		210	$37,474.36
		Invoice, Schedule, Budget (7 months)		63	$9,230.90
		Risk Register, Meetings and Prep (11 hrs max.)		11	$1,789.25
		Internal/External Project Meetings			
		Weekly UTA Meetings (28 mtgs at 1 hr)		28	$5,318.95
		Weekly Internal Meetings (16 mtgs at 1 hr)		296	$46,765.22
		Weekly Design Mtg. w/UTA (20 mtgs at 1.5 hrs)		75	$13,812.54
		Package drawing files to UTA		10	$1,403.47
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1A	693	$115,794.67
Task 2	Stakeholder & Public Outreach				
		Architectural Renderings/Powerpoint		13	$1,978.12
		Continue monitoring emails/update website		19	$3,177.96
		Avenue work items included in fee below		0	$0.00
			SUBTOTAL TASK 2	32	$5,156.08
Task 5	Surveying and Mapping				
		ESI work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 5	0	$0.00
Task 7	Geotechnical				
		Terracon work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 7	0	$0.00
Task 8E	Develop Ad Plans (90% & 100%)				
		Reset and resubmittal of 60% PS&E		480	$71,601.98
		Plans and bid item conversion to UTA format		250	$39,908.53
		Redesign of drainage and gutter to use inlets		200	$28,389.02
		Pedestrian lighting cost est. - south side 4700 S		5	$699.89
		Wall 4700 S changes:			
		Regrading		36	$5,324.62
		Specifications		8	$1,508.41
		Details		16	$2,349.61
		Traffic Signal Design			
		4430 S/Riverboat Rd		84	$12,250.05
		4530 S/Atherton Dr.		84	$12,250.05
		4700 S/Golf Course Rd		84	$12,250.05
		4700 S/Redwood Rd		84	$12,250.05
		2700 S/4390 S (Avenue)		0	$0.00
		Assess impacts of Vine St. future widening (5')		6	$975.40
		Addition of floating curb at Murray Blvd.		4	$650.26
		Pantograph foundations (2)		62	$8,896.12
		ATMS design/details across 2 bridges		64	$9,701.26
		Supplemental UDOT coordination and ratings on box culvert		72	$11,207.30
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 8E	1539	$230,212.58
Task 8E-SP	Specs				
		Reformat non-UDOT specs		76	$13,880.32
		Renumber non-UDOT specs		30	$5,738.01
		General Specification Meetings		22	$4,295.17
		Reformat Architectural specs to UDOT specials		112	$22,078.12
		Language useage between UDOT and UTA		90	$16,475.40
		No charge for not having UDOT Specs at 90% and extra effort to get them there - ($0)		0	$0.00
			SUBTOTAL TASK 8E-SP	330	$62,467.02
Task 10	Utilities				
		Coordination on storm line video		24	$4,634.94
		Water service/connections for 4 side stations		16	$2,691.40
		Supplemental Utility design		82	$12,799.78
		PRO-PIPE work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 10	122	$20,126.12
Task 11	Right of Way				
		Attend Weekly ROW Meetings		36	$5,919.58
		Prepare/Update ROW Exhibits		318	$45,311.82
		Methodology used to establish ROW and TCE limits		28	$4,465.97
		Avenue work items included in fee below		0	$0.00
		ESI work items included in fee below		0	$0.00
			SUBTOTAL TASK 11	382	$55,697.37
Task 12B	Stations and Transit Plazas				
		SLCC Hub design/landscaping modifications		122	$14,397.17
		WVC Hub design/landscaping modifications		40	$5,430.96
		Change mullions bid item		2	$452.15
		Canopy Redesign and additional details		200	$31,876.19
		Trash Enclosure Design at WVC Station		80	$12,751.49
		Snowmelt system		117	$12,131.39
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 12B	561	$77,039.35
TOTAL JACOBS HOURS				3844	
TOTAL JACOBS LABOR					$607,735.81

CHANGE ORDER 9

CHANGE ORDER 9

CHANGE ORDER 9

SUBCONSULTANTS	
AVENUE CONSULTANTS	$ 367,482.49
ESI	$ 40,329.56
KCI	$ -
PRO-PIPE	$ 12,531.47
TERRACON	$ 5,550.00
NSULTANTS	$ 425,893.52

OVERHEAD DIRECT COSTS				
	Unit Cost	Quantity		
DIRECT COSTS				
Mileage	$0.56	150	$	84.00
Misc. Transp.	$90.00	2	$	180.00
Airfare	$400.00	2	$	800.00
Hotel	$140.00	4	$	560.00
Per diem	$85.00	4	$	340.00
		!ECT COSTS	$	1,964.00

SUMMARY	
Total Subs	$ 425,893.52
Total ODC	$ 1,964.00
Total Jacobs Labor Costs	$ 607,735.81
GRAND TOTAL	$ 1,035,593.33

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Midvalley BRT - MOD 1 **Avenue Project No.** 21.195 **Contract Mod** 1 **Date** 12/22/2022

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PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Aaron Rasmussen Management Review	Heather Hamilton Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Celeste Madsen Admin	Adrian Welsh ROW/GIS Dashboard	Craig Yates ROW Manager	Isaac Lopez ROW Engineer	Jake Wiley ROW Engineer	Jared Howland ROW Engineer	Jeff Searle ROW Lead	Madeline Beaver ROW Tech	Mike Herbst ROW Engineer	Ryan Herbst ROW Tech	Ivan Hooper Traffic Manager	Shawn Larson Traffic Lead	Greg Sanchez Traffic Engineer	Andrew Gemperline Principle	Total Hours	Cost
1: Project Management	**230**	**154**	**36**	**78**	**4**	**36**	**4**	**40**	**64**	**4**	**4**	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**690**	**$ 138,507.81**
Task 1: Project Management	230	154	36	78	4	36	4	40	64	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	20	690	$ 138,507.81
Internal Team Meetings	12	12		12	4	4	4	4	12	4	4	4																76	$ 12,267.62
Attend Team (Avenue/Jacobs) Meetings	40	24		36		26			26																			152	$ 26,933.51
Attend UTA Design Meeting	40	8		2		2			2																			54	$ 10,689.73
Specifications (Meetings & Coordination)		48																										48	$ 13,450.10
Coordination with Jacobs, UTA, Cities, and Subs	40	12		28		4			24																			108	$ 18,041.38
Design Management Review	10	10																										20	$ 4,692.73
Advertising Management Review	16	16	36					36																				104	$ 24,287.55
Review/Process Consultant Invoices	12												12															24	$ 3,253.01
Contract Modifications	60	24																									20	104	$ 24,892.19
8E: Develop Advertisment Plans for West Valley City Hub	**27**	**32**	**0**	**76**	**54**	**23**	**36**	**10**	**21**	**22**	**26**	**62**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**389**	**$ 53,565.43**
Task 1a: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	19	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	$ 5,881.66
Task 2a: Complete Roadway Plans and Documents	6	10	0	42	34	0	0	0	0	18	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	$ 18,484.44
Task 3a: Complete Signing and Striping Plans and Documents	9	0	0	6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	$ 2,570.45
Task 4a: Complete Design Utility Coordination	0	0	0	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	$ 1,585.45
Task 5a: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	11	0	26	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	$ 5,119.67
Task 6a: Incorporate 90% Review Comments	12	22	0	28	20	4	18	4	4	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	$ 19,923.76
8E: Develop Advertisment Plans for Side Stations	**38**	**36**	**0**	**80**	**22**	**29**	**54**	**8**	**40**	**18**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**361**	**$ 53,188.02**
Task 1b: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	16	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	$ 5,522.21
Task 2b: Complete Roadway Plans and Documents	8	10	0	30	16	0	0	0	0	8	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	$ 11,635.89
Task 3b: Complete Signing and Striping Plans and Documents	6	0	0	18	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	$ 4,063.68
Task 4b: Complete Design Utility Coordination	0	0	0	0	0	0	0	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$ 1,711.17
Task 5b: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$ 2,749.85
Task 6b: Complete Signal Plans and Documents	0	0	0	0	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	$ 1,563.50
Task 7b: 90% Review Meeting	6	6	0	6	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	$ 4,813.50
Task 8b: Incorporate 90% Review Comments	10	10	0	14	4	4	32	2	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	$ 13,043.37
Task 9b: Comment Resolution Review Meeting	8	10	0	12	2	5	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	$ 8,084.85
8E: Signal Warrant Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**54**	**154**	**0**	**240**	**$ 35,064.42**
Task 1c: Time Travel Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	24	0	40	$ 6,093.20
Task 2c: TSP Traffic Anaylsis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	46	130	0	200	$ 28,971.22
8E: Right-of-Way	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**80**	**22**	**147**	**80**	**6**	**92**	**110**	**87**	**32**	**0**	**0**	**0**	**0**	**0**	**696**	**$ 87,094.32**
Task 1d: Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	125	80	6	56	110	87	32	0	0	0	0	0	524	$ 62,967.92
Task 2d: ROW Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	0	72	2	22	0	0	36	0	0	0	0	0	0	0	0	132	$ 18,969.12
Task 3d: Property Exhibits	16	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$ 5,157.28
13: Construction Support	**80**	**4**	**0**	**100**	**20**	**16**	**24**	**0**	**40**	**80**	**16**	**48**	**0**	**0**	**0**	**80**	**40**	**4**	**40**	**40**	**40**	**20**	**0**	**0**	**0**	**0**	**0**	**692**	**$ 99,118.20**
Task 13a: Addendums and Advertisement Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 2,500.00
Task 13b: RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,000.00
Task 13c: Siderunning Station Design on 4700 South	40	2	0	58	8	8	12	0	14	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	$ 24,190.15
Task 13d: Privacy Wall Design on 2700 West	40	2	0	42	12	8	12	0	26	48	8	48	0	0	0	80	40	4	40	40	40	20	0	0	0	0	0	510	$ 62,428.05
Summary of Hours	391	226	36	334	100	104	118	58	165	148	66	130	12	80	22	227	120	10	132	150	127	52	32	54	154	20	3068	**$ 466,538.19**
Summary of Raw Labor Expense	$ 73,923.38	$ 63,327.53	$ 9,595.27	$ 37,869.11	$ 12,984.18	$ 20,611.61	$ 13,872.06	$ 11,574.08	$ 21,649.06	$ 13,149.07	$ 6,404.18	$ 12,259.49	$ 984.26	$ 10,410.09	$ 4,751.07	$ 26,060.07	$ 11,480.21	$ 1,161.95	$ 24,355.78	$ 10,252.01	$ 19,790.05	$ 5,685.86	$ 7,358.08	$ 8,340.84	$ 19,365.50	$ 6,823.40		

CHANGE ORDER 9

Direct Expenses

Description	Rate		Quantity	Cost
Travel (mileage)	$ 0.625		100	$ 62.50
Total				$ 62.50

Total MOD

Labor Subtotal	$ 466,538.19
Direct Expenses	$ 62.50
Total	**$ 466,600.69**

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www.jacobs.com

January 30, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #10: Station Redesign

Dear Andrea,

Jacobs is requesting a contact modification for additional services to update the station design. The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- Eliminate the cycle track from 2700 West Stations (Avenue)
- Develop and model architectural renderings of stations (Jacobs)
- Change mullions to be a separate bid item from glass at stations (Jacobs)
- Relocate and redesign of canopies, multiple moves (Jacobs)
- Snow melt system bid items and specifications (Jacobs)
    - Assumes only specifications for describing systems (no drawings)

The total estimate cost for this specification reformat is $116,997.59.

This above amount includes Project Management fees for an additional 30 days.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

Jacobs
Midvalley Connector
Final Design Fee Estimate, Amend. #7
12/13/2022

			Raw rate =>		2.3237
			Multiplier =>		
			Loaded Rate =>		
			Employee =>	TOTAL TASK HOURS	BURDENED LABOR COST
Task 1	Project Management OLD				
		Project management and coordination (2 months Prior PM)		48	$14,363.81
		Invoice, schedule, budget (2 months Prior PM)		12	$2,737.04
		Risk Register Meetings and Prep (9 hours max)		9	$2,693.21
		Internal/External Project Meetings			
		Weekly UTA Meetings (7 mtgs at 1 hr)		7	$2,094.72
		Weekly Internal Meetings (7 mtgs at 1 hr)		91	$15,197.52
		Weekly Design Mtg. w/UTA (6 mtgs at 1.5 hrs)		18	$4,156.31
				0	$0.00
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1	185	$41,242.62
Task 1A	Project Management A1				
		Project management and coordination (7 months)		210	$37,474.36
		Invoice, Schedule, Budget (7 months)		63	$9,230.90
		Risk Register, Meetings and Prep (11 hrs max.)		11	$1,789.25
		Internal/External Project Meetings			
		Weekly UTA Meetings (28 mtgs at 1 hr)		28	$5,318.95
		Weekly Internal Meetings (16 mtgs at 1 hr)		296	$46,765.22
		Weekly Design Mtg. w/UTA (20 mtgs at 1.5 hrs)		75	$13,812.54
		Package drawing files to UTA		10	$1,403.47
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1A	693	$115,794.67
Task 2	Stakeholder & Public Outreach				
		Architectural Renderings/Powerpoint		13	$1,978.12
		Continue monitoring emails/update website		19	$3,177.96
		Avenue work items included in fee below		0	$0.00
			SUBTOTAL TASK 2	32	$5,156.08
Task 5	Surveying and Mapping				
		ESI work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 5	0	$0.00
Task 7	Geotechnical				
		Terracon work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 7	0	$0.00
Task 8E	Develop Ad Plans (90% & 100%)				
		Reset and resubmittal of 60% PS&E		480	$71,601.98
		Plans and bid item conversion to UTA format		250	$39,908.53
		Redesign of drainage and gutter to use inlets		200	$28,389.02
		Pedestrian lighting cost est. - south side 4700 S		5	$699.89
		Wall 4700 S changes:			
		Regrading		36	$5,324.62
		Specifications		8	$1,508.41
		Details		16	$2,349.61
		Traffic Signal Design			
		4430 S/Riverboat Rd		84	$12,250.05
		4530 S/Atherton Dr.		84	$12,250.05
		4700 S/Golf Course Rd		84	$12,250.05
		4700 S/Redwood Rd		84	$12,250.05
		2700 S/4390 S (Avenue)		0	$0.00
		Assess impacts of Vine St. future widening (5')		6	$975.40
		Addition of floating curb at Murray Blvd.		4	$650.26
		Pantograph foundations (2)		62	$8,896.12
		ATMS design/details across 2 bridges		64	$9,701.26
		Supplemental UDOT coordination and ratings on box culvert		72	$11,207.30
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 8E	1539	$230,212.58
Task 8E-SP	Specs				
		Reformat non-UDOT specs		76	$13,880.32
		Renumber non-UDOT specs		30	$5,738.01
		General Specification Meetings		22	$4,295.17
		Reformat Architectural specs to UDOT specials		112	$22,078.12
		Language useage between UDOT and UTA		90	$16,475.40
		No charge for not having UDOT Specs at 90% and extra effort to get them there - ($0)		0	$0.00
			SUBTOTAL TASK 8E-SP	330	$62,467.02
Task 10	Utilities				
		Coordination on storm line video		24	$4,634.94
		Water service/connections for 4 side stations		16	$2,691.40
		Supplemental Utility design		82	$12,799.78
		PRO-PIPE work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 10	122	$20,126.12
Task 11	Right of Way				
		Attend Weekly ROW Meetings		36	$5,919.58
		Prepare/Update ROW Exhibits		318	$45,311.82
		Methodology used to establish ROW and TCE limits		28	$4,465.97
		Avenue work items included in fee below		0	$0.00
		ESI work items included in fee below		0	$0.00
			SUBTOTAL TASK 11	382	$55,697.37
Task 12B	Stations and Transit Plazas				
		SLCC Hub design/landscaping modifications		122	$14,397.17
		WVC Hub design/landscaping modifications		40	$5,430.96
		Change mullions bid item		2	$452.15
		Canopy Redesign and additional details		200	$31,876.19
		Trash Enclosure Design at WVC Station		80	$12,751.49
		Snowmelt system		117	$12,131.39
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 12B	561	$77,039.35
TOTAL JACOBS HOURS				3844	
TOTAL JACOBS LABOR					$607,735.81

CHANGE ORDER 10

CHANGE ORDER 10

SUBCONSULTANTS	
AVENUE CONSULTANTS	$ 367,482.49
ESI	$ 40,329.56
KCI	$ -
PRO-PIPE	$ 12,531.47
TERRACON	$ 5,550.00
NSULTANTS	$ 425,893.52

OVERHEAD DIRECT COSTS				
	Unit Cost	Quantity		
DIRECT COSTS				
Mileage	$0.56	150	$	84.00
Misc. Transp.	$90.00	2	$	180.00
Airfare	$400.00	2	$	800.00
Hotel	$140.00	4	$	560.00
Per diem	$85.00	4	$	340.00
		!ECT COSTS	$	1,964.00

SUMMARY	
Total Subs	$ 425,893.52
Total ODC	$ 1,964.00
Total Jacobs Labor Costs	$ 607,735.81
GRAND TOTAL	$ 1,035,593.33

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Midvalley BRT - MOD 1 **Avenue Project No.** 21.195 **Contract Mod** 1 **Date** 12/22/2022

DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

PROJECT ACTIVITIES	Blair Tomten	Jeremy Christensen	Aaron Rasmussen	Heather Hamilton	David Webb	Brian Shewell	Nick Stephens	Santiago Loaiza	Spencer Taylor	Bailey Nielson	Ramin Hameedi	Conrad Anderson	Celeste Madsen	Adrian Welsh	Craig Yates	Isaac Lopez	Jake Wiley	Jared Howland	Jeff Searle	Madeline Beaver	Mike Herbst	Ryan Herbst	Ivan Hooper	Shawn Larson	Greg Sanchez	Andrew Gemperline	Total Hours	Cost
	Project Manager	Design Oversight	Management Review	Roadway Design	Roadway Design	Drainage Lead	Drainage Design	Utility QC	Signals Lead/Utility Design	CADD Design	CADD Design	CADD Support	Admin	ROW/GIS Dashboard	ROW Manager	ROW Engineer	ROW Engineer	ROW Engineer	ROW Lead	ROW Tech	ROW Engineer	ROW Tech	Traffic Manager	Traffic Lead	Traffic Engineer	Principle		
1: Project Management	**230**	**154**	**36**	**78**	**4**	**36**	**4**	**40**	**64**	**4**	**4**	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**690**	**$ 138,507.81**
Task 1: Project Management	230	154	36	78	4	36	4	40	64	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	20	690	$ 138,507.81
Internal Team Meetings	12	12		12	4	4	4	4	12	4	4	4															76	$ 12,267.62
Attend Team (Avenue/Jacobs) Meetings	40	24		36		26			26																		152	$ 26,933.51
Attend UTA Design Meeting	40	8		2		2			2																		54	$ 10,689.73
Specifications (Meetings & Coordination)		48																									48	$ 13,450.10
Coordination with Jacobs, UTA, Cities, and Subs	40	12		28		4			24																		108	$ 18,041.38
Design Management Review	10	10																									20	$ 4,692.73
Advertising Management Review	16	16	36					36																			104	$ 24,287.55
Review/Process Consultant Invoices	12												12														24	$ 3,253.01
Contract Modifications	60	24																								20	104	$ 24,892.19
8E: Develop Advertisment Plans for West Valley City Hub	**27**	**32**	**0**	**76**	**54**	**23**	**36**	**10**	**21**	**22**	**26**	**62**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**389**	**$ 53,565.43**
Task 1a: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	19	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	$ 5,881.66
Task 2a: Complete Roadway Plans and Documents	6	10	0	42	34	0	0	0	0	18	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	$ 18,484.44
Task 3a: Complete Signing and Striping Plans and Documents	9	0	0	6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	$ 2,570.45
Task 4a: Complete Design Utility Coordination	0	0	0	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	$ 1,585.45
Task 5a: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	11	0	26	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	$ 5,119.67
Task 6a: Incorporate 90% Review Comments	12	22	0	28	20	4	18	4	4	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	$ 19,923.76
8E: Develop Advertisment Plans for Side Stations	**38**	**36**	**0**	**80**	**22**	**29**	**54**	**8**	**40**	**18**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**361**	**$ 53,188.02**
Task 1b: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	16	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	$ 5,522.21
Task 2b: Complete Roadway Plans and Documents	8	10	0	30	16	0	0	0	0	8	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	$ 11,635.89
Task 3b: Complete Signing and Striping Plans and Documents	6	0	0	18	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	$ 4,063.68
Task 4b: Complete Design Utility Coordination	0	0	0	0	0	0	0	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$ 1,711.17
Task 5b: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$ 2,749.85
Task 6b: Complete Signal Plans and Documents	0	0	0	0	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	$ 1,563.50
Task 7b: 90% Review Meeting	6	6	0	6	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	$ 4,813.50
Task 8b: Incorporate 90% Review Comments	10	10	0	14	4	4	32	2	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	$ 13,043.37
Task 9b: Comment Resolution Review Meeting	8	10	0	12	2	5	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	$ 8,084.85
8E: Signal Warrant Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**54**	**154**	**0**	**240**	**$ 35,064.42**
Task 1c: Time Travel Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	24	0	40	$ 6,093.20
Task 2c: TSP Traffic Anaylsis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	46	130	0	200	$ 28,971.22
8E: Right-of-Way	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**80**	**22**	**147**	**80**	**6**	**92**	**110**	**87**	**32**	**0**	**0**	**0**	**0**	**696**	**$ 87,094.32**
Task 1d: Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	125	80	6	56	110	87	32	0	0	0	0	524	$ 62,967.92
Task 2d: ROW Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	0	72	2	22	0	0	36	0	0	0	0	0	0	0	132	$ 18,969.12
Task 3d: Property Exhibits	16	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$ 5,157.28
13: Construction Support	**80**	**4**	**0**	**100**	**20**	**16**	**24**	**0**	**40**	**80**	**16**	**48**	**0**	**0**	**0**	**80**	**40**	**4**	**40**	**40**	**40**	**20**	**0**	**0**	**0**	**0**	**692**	**$ 99,118.20**
Task 13a: Addendums and Advertisement Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 2,500.00
Task 13b: RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,000.00
Task 13c: Siderunning Station Design on 4700 South	40	2	0	58	8	8	12	0	14	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	$ 24,190.15
Task 13d: Privacy Wall Design on 2700 West	40	2	0	42	12	8	12	0	26	48	8	48	0	0	0	80	40	4	40	40	40	20	0	0	0	0	510	$ 62,428.05
Summary of Hours	391	226	36	334	100	104	118	58	165	148	66	130	12	80	22	227	120	10	132	150	127	52	32	54	154	20	3068	**$ 466,538.19**
Summary of Raw Labor Expense	$ 73,923.38	$ 63,327.53	$ 9,595.27	$ 37,869.11	$ 12,984.18	$ 20,611.61	$ 13,872.06	$ 11,574.08	$ 21,649.06	$ 13,149.07	$ 6,404.18	$ 12,259.49	$ 984.26	$ 10,410.09	$ 4,751.07	$ 26,060.07	$ 11,480.21	$ 1,161.95	$ 24,355.78	$ 10,252.01	$ 19,790.05	$ 5,685.86	$ 7,358.08	$ 8,340.84	$ 19,365.50	$ 6,823.40		

Direct Expenses

Description	Rate		Quantity	Cost
Travel (mileage)	$ 0.625		100	$ 62.50
Total				$ 62.50

Total MOD

Labor Subtotal	$ 466,538.19
Direct Expenses	$ 62.50
Total	**$ 466,600.69**

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www.jacobs.com

January 30, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #11: Side Station Updates

Dear Andrea,

Jacobs is requesting a contact modification for additional services to update the side station design. The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- Drainage & utility plan updates (Avenue)
- Roadway plan updates (Avenue)
- Signing & Striping Updates (Avenue)
- Design Traffic Signals at the following locations:
    - 2700 South and 4390 South (Avenue)
- Coordination Meetings (Avenue)

The total estimate cost for this specification reformat is $120,569.81.

This above amount includes Project Management fees for an additional 30 days.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

Jacobs
Midvalley Connector
Final Design Fee Estimate, Amend. #7
12/13/2022

					2.3237
			Raw rate =>	TOTAL TASK HOURS	BURDENED LABOR COST
			Multiplier =>		
			Loaded Rate =>		
			Employee =>		
Task 1	Project Management OLD				
		Project management and coordination (2 months Prior PM)		48	$14,363.81
		Invoice, schedule, budget (2 months Prior PM)		12	$2,737.04
		Risk Register Meetings and Prep (9 hours max)		9	$2,693.21
		Internal/External Project Meetings			
		Weekly UTA Meetings (7 mtgs at 1 hr)		7	$2,094.72
		Weekly Internal Meetings (7 mtgs at 1 hr)		91	$15,197.52
		Weekly Design Mtg. w/UTA (6 mtgs at 1.5 hrs)		18	$4,156.31
				0	$0.00
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1	185	$41,242.62
Task 1A	Project Management A1				
		Project management and coordination (7 months)		210	$37,474.36
		Invoice, Schedule, Budget (7 months)		63	$9,230.90
		Risk Register, Meetings and Prep (11 hrs max.)		11	$1,789.25
		Internal/External Project Meetings			
		Weekly UTA Meetings (28 mtgs at 1 hr)		28	$5,318.95
		Weekly Internal Meetings (16 mtgs at 1 hr)		296	$46,765.22
		Weekly Design Mtg. w/UTA (20 mtgs at 1.5 hrs)		75	$13,812.54
		Package drawing files to UTA		10	$1,403.47
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1A	693	$115,794.67
Task 2	Stakeholder & Public Outreach				
		Architectural Renderings/Powerpoint		13	$1,978.12
		Continue monitoring emails/update website		19	$3,177.96
		Avenue work items included in fee below		0	$0.00
			SUBTOTAL TASK 2	32	$5,156.08
Task 5	Surveying and Mapping				
		ESI work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 5	0	$0.00
Task 7	Geotechnical				
		Terracon work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 7	0	$0.00
Task 8E	Develop Ad Plans (90% & 100%)				
		Reset and resubmittal of 60% PS&E		480	$71,601.98
		Plans and bid item conversion to UTA format		250	$39,908.53
		Redesign of drainage and gutter to use inlets		200	$28,389.02
		Pedestrian lighting cost est. - south side 4700 S		5	$699.89
		Wall 4700 S changes:			
		Regrading		36	$5,324.62
		Specifications		8	$1,508.41
		Details		16	$2,349.61
		Traffic Signal Design			
		4430 S/Riverboat Rd		84	$12,250.05
		4530 S/Atherton Dr.		84	$12,250.05
		4700 S/Golf Course Rd		84	$12,250.05
		4700 S/Redwood Rd		84	$12,250.05
		2700 S/4390 S (Avenue)		0	$0.00
		Assess impacts of Vine St. future widening (5')		6	$975.40
		Addition of floating curb at Murray Blvd.		4	$650.26
		Pantograph foundations (2)		62	$8,896.12
		ATMS design/details across 2 bridges		64	$9,701.26
		Supplemental UDOT coordination and ratings on box culvert		72	$11,207.30
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 8E	1539	$230,212.58
Task 8E-SP	Specs				
		Reformat non-UDOT specs		76	$13,880.32
		Renumber non-UDOT specs		30	$5,738.01
		General Specification Meetings		22	$4,295.17
		Reformat Architectural specs to UDOT specials		112	$22,078.12
		Language useage between UDOT and UTA		90	$16,475.40
		No charge for not having UDOT Specs at 90% and extra effort to get them there - ($0)		0	$0.00
			SUBTOTAL TASK 8E-SP	330	$62,467.02
Task 10	Utilities				
		Coordination on storm line video		24	$4,634.94
		Water service/connections for 4 side stations		16	$2,691.40
		Supplemental Utility design		82	$12,799.78
		PRO-PIPE work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 10	122	$20,126.12
Task 11	Right of Way				
		Attend Weekly ROW Meetings		36	$5,919.58
		Prepare/Update ROW Exhibits		318	$45,311.82
		Methodology used to establish ROW and TCE limits		28	$4,465.97
		Avenue work items included in fee below		0	$0.00
		ESI work items included in fee below		0	$0.00
			SUBTOTAL TASK 11	382	$55,697.37
Task 12B	Stations and Transit Plazas				
		SLCC Hub design/landscaping modifications		122	$14,397.17
		WVC Hub design/landscaping modifications		40	$5,430.96
		Change mullions bid item		2	$452.15
		Canopy Redesign and additional details		200	$31,876.19
		Trash Enclosure Design at WVC Station		80	$12,751.49
		Snowmelt system		117	$12,131.39
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 12B	561	$77,039.35
TOTAL JACOBS HOURS				3844	
TOTAL JACOBS LABOR					$607,735.81

SUBCONSULTANTS	
AVENUE CONSULTANTS	$ 367,482.49
ESI	$ 40,329.56
KCI	$ -
PRO-PIPE	$ 12,531.47
TERRACON	$ 5,550.00
NSULTANTS	$ 425,893.52

OVERHEAD DIRECT COSTS				
	Unit Cost	Quantity		
DIRECT COSTS				
Mileage	$0.56	150	$	84.00
Misc. Transp.	$90.00	2	$	180.00
Airfare	$400.00	2	$	800.00
Hotel	$140.00	4	$	560.00
Per diem	$85.00	4	$	340.00
		!ECT COSTS	$	1,964.00

SUMMARY	
Total Subs	$ 425,893.52
Total ODC	$ 1,964.00
Total Jacobs Labor Costs	$ 607,735.81
GRAND TOTAL	$ 1,035,593.33

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Midvalley BRT - MOD 1 **Avenue Project No.** 21.195 **Contract Mod** 1 **Date** 12/22/2022

DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Aaron Rasmussen Management Review	Heather Hamilton Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Celeste Madsen Admin	Adrian Welsh ROW/GIS Dashboard	Craig Yates ROW Manager	Isaac Lopez ROW Engineer	Jake Wiley ROW Engineer	Jared Howland ROW Engineer	Jeff Searle ROW Lead	Madeline Beaver ROW Tech	Mike Herbst ROW Engineer	Ryan Herbst ROW Tech	Ivan Hooper Traffic Manager	Shawn Larson Traffic Lead	Greg Sanchez Traffic Engineer	Andrew Gemperline Principle	Total Hours	Cost
1: Project Management	**230**	**154**	**36**	**78**	**4**	**36**	**4**	**40**	**64**	**4**	**4**	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**690**	**$ 138,507.81**
Task 1: Project Management	230	154	36	78	4	36	4	40	64	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	20	690	$ 138,507.81
Internal Team Meetings	12	12		12	4	4	4	4	12	4	4	4																76	$ 12,267.62
Attend Team (Avenue/Jacobs) Meetings	40	24		36		26			26																			152	$ 26,933.51
Attend UTA Design Meeting	40	8		2		2			2																			54	$ 10,689.73
Specifications (Meetings & Coordination)		48																										48	$ 13,450.10
Coordination with Jacobs, UTA, Cities, and Subs	40	12		28		4			24																			108	$ 18,041.38
Design Management Review	10	10																										20	$ 4,692.73
Advertising Management Review	16	16	36					36																				104	$ 24,287.55
Review/Process Consultant Invoices	12												12															24	$ 3,253.01
Contract Modifications	60	24																									20	104	$ 24,892.19
8E: Develop Advertisment Plans for West Valley City Hub	**27**	**32**	**0**	**76**	**54**	**23**	**36**	**10**	**21**	**22**	**26**	**62**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**389**	**$ 53,565.43**
Task 1a: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	19	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	$ 5,881.66
Task 2a: Complete Roadway Plans and Documents	6	10	0	42	34	0	0	0	0	18	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	$ 18,484.44
Task 3a: Complete Signing and Striping Plans and Documents	9	0	0	6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	$ 2,570.45
Task 4a: Complete Design Utility Coordination	0	0	0	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	$ 1,585.45
Task 5a: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	11	0	26	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	$ 5,119.67
Task 6a: Incorporate 90% Review Comments	12	22	0	28	20	4	18	4	4	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	$ 19,923.76
8E: Develop Advertisment Plans for Side Stations	**38**	**36**	**0**	**80**	**22**	**29**	**54**	**8**	**40**	**18**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**361**	**$ 53,188.02**
Task 1b: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	16	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	$ 5,522.21
Task 2b: Complete Roadway Plans and Documents	8	10	0	30	16	0	0	0	0	8	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	$ 11,635.89
Task 3b: Complete Signing and Striping Plans and Documents	6	0	0	18	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	$ 4,063.68
Task 4b: Complete Design Utility Coordination	0	0	0	0	0	0	0	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$ 1,711.17
Task 5b: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$ 2,749.85
Task 6b: Complete Signal Plans and Documents	0	0	0	0	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	$ 1,563.50
Task 7b: 90% Review Meeting	6	6	0	6	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	$ 4,813.50
Task 8b: Incorporate 90% Review Comments	10	10	0	14	4	4	32	2	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	$ 13,043.37
Task 9b: Comment Resolution Review Meeting	8	10	0	12	2	5	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	$ 8,084.85
8E: Signal Warrant Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**54**	**154**	**0**	**240**	**$ 35,064.42**
Task 1c: Time Travel Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	24	0	40	$ 6,093.20
Task 2c: TSP Traffic Anaylsis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	46	130	0	200	$ 28,971.22
8E: Right-of-Way	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**80**	**22**	**147**	**80**	**6**	**92**	**110**	**87**	**32**	**0**	**0**	**0**	**0**	**0**	**696**	**$ 87,094.32**
Task 1d: Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	125	80	6	56	110	87	32	0	0	0	0	0	524	$ 62,967.92
Task 2d: ROW Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	0	72	2	22	0	0	36	0	0	0	0	0	0	0	0	132	$ 18,969.12
Task 3d: Property Exhibits	16	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$ 5,157.28
13: Construction Support	**80**	**4**	**0**	**100**	**20**	**16**	**24**	**0**	**40**	**80**	**16**	**48**	**0**	**0**	**0**	**80**	**40**	**4**	**40**	**40**	**40**	**20**	**0**	**0**	**0**	**0**	**0**	**692**	**$ 99,118.20**
Task 13a: Addendums and Advertisement Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 2,500.00
Task 13b: RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,000.00
Task 13c: Siderunning Station Design on 4700 South	40	2	0	58	8	8	12	0	14	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	$ 24,190.15
Task 13d: Privacy Wall Design on 2700 West	40	2	0	42	12	8	12	0	26	48	8	48	0	0	0	80	40	4	40	40	40	20	0	0	0	0	0	510	$ 62,428.05
Summary of Hours	391	226	36	334	100	104	118	58	165	148	66	130	12	80	22	227	120	10	132	150	127	52	32	54	154	20	3068	**$ 466,538.19**
Summary of Raw Labor Expense	$ 73,923.38	$ 63,327.53	$ 9,595.27	$ 37,869.11	$ 12,984.18	$ 20,611.61	$ 13,872.06	$ 11,574.08	$ 21,649.06	$ 13,149.07	$ 6,404.18	$ 12,259.49	$ 984.26	$ 10,410.09	$ 4,751.07	$ 26,060.07	$ 11,480.21	$ 1,161.95	$ 24,355.78	$ 10,252.01	$ 19,790.05	$ 5,685.86	$ 7,358.08	$ 8,340.84	$ 19,365.50	$ 6,823.40		

Direct Expenses

Description	Rate		Quantity	Cost
Travel (mileage)	$ 0.625		100	$ 62.50
Total				$ 62.50

Total MOD

Labor Subtotal	$ 466,538.19
Direct Expenses	$ 62.50
Total	**$ 466,600.69**

CHANGE ORDER 11

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January 30, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #12: Miscellaneous Design Requests

Dear Andrea,

Jacobs is requesting a contact modification for additional services to update various design modifications. The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- Drainage gutter inlet redesign (Jacobs)
- Pedestrian lighting cost estimate along 4700 South (Jacobs)
- Wall Height Changes (Jacobs)
- Design Traffic Signals at the following locations:
    - 4430 South & Riverboat Road (Jacobs)
    - 4530 South & Atherton Drive (Jacobs)
    - 4700 South & Golf Course Entrance (Jacobs)
    - 4700 South & Redwood Road (Jacobs)
- Vine Street Widening Analysis
- Floating Curb design
- ATMS design across bridges
- Coordination with North Jordan Canal and UDOT for the box culvert design
- Other direct costs (Jacobs & Avenue)

The total estimate cost for this specification reformat is $111,832.47.

This above amount includes no project management fees.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

Jacobs
Midvalley Connector
Final Design Fee Estimate, Amend. #7
12/13/2022

			Raw rate =>		2.3237
			Multiplier =>		
			Loaded Rate =>		
			Employee =>	TOTAL TASK HOURS	BURDENED LABOR COST
Task 1	Project Management OLD				
		Project management and coordination (2 months Prior PM)		48	$14,363.81
		Invoice, schedule, budget (2 months Prior PM)		12	$2,737.04
		Risk Register Meetings and Prep (9 hours max)		9	$2,693.21
		Internal/External Project Meetings			
		Weekly UTA Meetings (7 mtgs at 1 hr)		7	$2,094.72
		Weekly Internal Meetings (7 mtgs at 1 hr)		91	$15,197.52
		Weekly Design Mtg. w/UTA (6 mtgs at 1.5 hrs)		18	$4,156.31
				0	$0.00
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1	185	$41,242.62
Task 1A	Project Management A1				
		Project management and coordination (7 months)		210	$37,474.36
		Invoice, Schedule, Budget (7 months)		63	$9,230.90
		Risk Register, Meetings and Prep (11 hrs max.)		11	$1,789.25
		Internal/External Project Meetings			
		Weekly UTA Meetings (28 mtgs at 1 hr)		28	$5,318.95
		Weekly Internal Meetings (16 mtgs at 1 hr)		296	$46,765.22
		Weekly Design Mtg. w/UTA (20 mtgs at 1.5 hrs)		75	$13,812.54
		Package drawing files to UTA		10	$1,403.47
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1A	693	$115,794.67
Task 2	Stakeholder & Public Outreach				
		Architectural Renderings/Powerpoint		13	$1,978.12
		Continue monitoring emails/update website		19	$3,177.96
		Avenue work items included in fee below		0	$0.00
			SUBTOTAL TASK 2	32	$5,156.08
Task 5	Surveying and Mapping				
		ESI work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 5	0	$0.00
Task 7	Geotechnical				
		Terracon work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 7	0	$0.00
Task 8E	Develop Ad Plans (90% & 100%)				
		Reset and resubmittal of 60% PS&E		480	$71,601.98
		Plans and bid item conversion to UTA format		250	$39,908.53
		Redesign of drainage and gutter to use inlets		200	$28,389.02
		Pedestrian lighting cost est. - south side 4700 S		5	$699.89
		Wall 4700 S changes:			
		Regrading		36	$5,324.62
		Specifications		8	$1,508.41
		Details		16	$2,349.61
		Traffic Signal Design			
		4430 S/Riverboat Rd		84	$12,250.05
		4530 S/Atherton Dr.		84	$12,250.05
		4700 S/Golf Course Rd		84	$12,250.05
		4700 S/Redwood Rd		84	$12,250.05
		2700 S/4390 S (Avenue)		0	$0.00
		Assess impacts of Vine St. future widening (5')		6	$975.40
		Addition of floating curb at Murray Blvd.		4	$650.26
		Pantograph foundations (2)		62	$8,896.12
		ATMS design/details across 2 bridges		64	$9,701.26
		Supplemental UDOT coordination and ratings on box culvert		72	$11,207.30
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 8E	1539	$230,212.58
Task 8E-SP	Specs				
		Reformat non-UDOT specs		76	$13,880.32
		Renumber non-UDOT specs		30	$5,738.01
		General Specification Meetings		22	$4,295.17
		Reformat Architectural specs to UDOT specials		112	$22,078.12
		Language useage between UDOT and UTA		90	$16,475.40
		No charge for not having UDOT Specs at 90% and extra effort to get them there - ($0)		0	$0.00
			SUBTOTAL TASK 8E-SP	330	$62,467.02
Task 10	Utilities				
		Coordination on storm line video		24	$4,634.94
		Water service/connections for 4 side stations		16	$2,691.40
		Supplemental Utility design		82	$12,799.78
		PRO-PIPE work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 10	122	$20,126.12
Task 11	Right of Way				
		Attend Weekly ROW Meetings		36	$5,919.58
		Prepare/Update ROW Exhibits		318	$45,311.82
		Methodology used to establish ROW and TCE limits		28	$4,465.97
		Avenue work items included in fee below		0	$0.00
		ESI work items included in fee below		0	$0.00
			SUBTOTAL TASK 11	382	$55,697.37
Task 12B	Stations and Transit Plazas				
		SLCC Hub design/landscaping modifications		122	$14,397.17
		WVC Hub design/landscaping modifications		40	$5,430.96
		Change mullions bid item		2	$452.15
		Canopy Redesign and additional details		200	$31,876.19
		Trash Enclosure Design at WVC Station		80	$12,751.49
		Snowmelt system		117	$12,131.39
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 12B	561	$77,039.35
TOTAL JACOBS HOURS				3844	
TOTAL JACOBS LABOR					$607,735.81

CHANGE ORDER 12

CHANGE ORDER 12

CHANGE ORDER 12

SUBCONSULTANTS	
AVENUE CONSULTANTS	$ 367,482.49
ESI	$ 40,329.56
KCI	$ -
PRO-PIPE	$ 12,531.47
TERRACON	$ 5,550.00
NSULTANTS	$ 425,893.52

OVERHEAD DIRECT COSTS				
	Unit Cost	Quantity		
DIRECT COSTS				
Mileage	$0.56	150	$	84.00
Misc. Transp.	$90.00	2	$	180.00
Airfare	$400.00	2	$	800.00
Hotel	$140.00	4	$	560.00
Per diem	$85.00	4	$	340.00
		ECT COSTS	$	1,964.00

SUMMARY	
Total Subs	$ 425,893.52
Total ODC	$ 1,964.00
Total Jacobs Labor Costs	$ 607,735.81
GRAND TOTAL	$ 1,035,593.33

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Midvalley BRT - MOD 1 **Avenue Project No.** 21.195 **Contract Mod** 1 **Date** 12/22/2022

DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Aaron Rasmussen Management Review	Heather Hamilton Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Celeste Madsen Admin	Adrian Welsh ROW/GIS Dashboard	Craig Yates ROW Manager	Isaac Lopez ROW Engineer	Jake Wiley ROW Engineer	Jared Howland ROW Engineer	Jeff Searle ROW Lead	Madeline Beaver ROW Tech	Mike Herbst ROW Engineer	Ryan Herbst ROW Tech	Ivan Hooper Traffic Manager	Shawn Larson Traffic Lead	Greg Sanchez Traffic Engineer	Andrew Gemperline Principle	Total Hours	Cost
1: Project Management	**230**	**154**	**36**	**78**	**4**	**36**	**4**	**40**	**64**	**4**	**4**	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**690**	**$ 138,507.81**
Task 1: Project Management	230	154	36	78	4	36	4	40	64	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	20	690	$ 138,507.81
Internal Team Meetings	12	12		12	4	4	4	4	12	4	4	4																76	$ 12,267.62
Attend Team (Avenue/Jacobs) Meetings	40	24		36		26			26																			152	$ 26,933.51
Attend UTA Design Meeting	40	8		2		2			2																			54	$ 10,689.73
Specifications (Meetings & Coordination)		48																										48	$ 13,450.10
Coordination with Jacobs, UTA, Cities, and Subs	40	12		28		4			24																			108	$ 18,041.38
Design Management Review	10	10																										20	$ 4,692.73
Advertising Management Review	16	16	36					36																				104	$ 24,287.55
Review/Process Consultant Invoices	12												12															24	$ 3,253.01
Contract Modifications	60	24																									20	104	$ 24,892.19
8E: Develop Advertisment Plans for West Valley City Hub	**27**	**32**	**0**	**76**	**54**	**23**	**36**	**10**	**21**	**22**	**26**	**62**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**389**	**$ 53,565.43**
Task 1a: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	19	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	$ 5,881.66
Task 2a: Complete Roadway Plans and Documents	6	10	0	42	34	0	0	0	0	18	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	$ 18,484.44
Task 3a: Complete Signing and Striping Plans and Documents	9	0	0	6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	$ 2,570.45
Task 4a: Complete Design Utility Coordination	0	0	0	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	$ 1,585.45
Task 5a: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	11	0	26	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	$ 5,119.67
Task 6a: Incorporate 90% Review Comments	12	22	0	28	20	4	18	4	4	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	$ 19,923.76
8E: Develop Advertisment Plans for Side Stations	**38**	**36**	**0**	**80**	**22**	**29**	**54**	**8**	**40**	**18**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**361**	**$ 53,188.02**
Task 1b: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	16	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	$ 5,522.21
Task 2b: Complete Roadway Plans and Documents	8	10	0	30	16	0	0	0	0	8	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	$ 11,635.89
Task 3b: Complete Signing and Striping Plans and Documents	6	0	0	18	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	$ 4,063.68
Task 4b: Complete Design Utility Coordination	0	0	0	0	0	0	0	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$ 1,711.17
Task 5b: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$ 2,749.85
Task 6b: Complete Signal Plans and Documents	0	0	0	0	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	$ 1,563.50
Task 7b: 90% Review Meeting	6	6	0	6	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	$ 4,813.50
Task 8b: Incorporate 90% Review Comments	10	10	0	14	4	4	32	2	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	$ 13,043.37
Task 9b: Comment Resolution Review Meeting	8	10	0	12	2	5	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	$ 8,084.85
8E: Signal Warrant Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**54**	**154**	**0**	**240**	**$ 35,064.42**
Task 1c: Time Travel Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	24	0	40	$ 6,093.20
Task 2c: TSP Traffic Anaylsis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	46	130	0	200	$ 28,971.22
8E: Right-of-Way	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**80**	**22**	**147**	**80**	**6**	**92**	**110**	**87**	**32**	**0**	**0**	**0**	**0**	**0**	**696**	**$ 87,094.32**
Task 1d: Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	125	80	6	56	110	87	32	0	0	0	0	0	524	$ 62,967.92
Task 2d: ROW Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	0	72	2	22	0	0	36	0	0	0	0	0	0	0	0	132	$ 18,969.12
Task 3d: Property Exhibits	16	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$ 5,157.28
13: Construction Support	**80**	**4**	**0**	**100**	**20**	**16**	**24**	**0**	**40**	**80**	**16**	**48**	**0**	**0**	**0**	**80**	**40**	**4**	**40**	**40**	**40**	**20**	**0**	**0**	**0**	**0**	**0**	**692**	**$ 99,118.20**
Task 13a: Addendums and Advertisement Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 2,500.00
Task 13b: RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,000.00
Task 13c: Siderunning Station Design on 4700 South	40	2	0	58	8	8	12	0	14	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	$ 24,190.15
Task 13d: Privacy Wall Design on 2700 West	40	2	0	42	12	8	12	0	26	48	8	48	0	0	0	80	40	4	40	40	40	20	0	0	0	0	0	510	$ 62,428.05
Summary of Hours	391	226	36	334	100	104	118	58	165	148	66	130	12	80	22	227	120	10	132	150	127	52	32	54	154	20	3068	**$ 466,538.19**
Summary of Raw Labor Expense	$ 73,923.38	$ 63,327.53	$ 9,595.27	$ 37,869.11	$ 12,984.18	$ 20,611.61	$ 13,872.06	$ 11,574.08	$ 21,649.06	$ 13,149.07	$ 6,404.18	$ 12,259.49	$ 984.26	$ 10,410.09	$ 4,751.07	$ 26,060.07	$ 11,480.21	$ 1,161.95	$ 24,355.78	$ 10,252.01	$ 19,790.05	$ 5,685.86	$ 7,358.08	$ 8,340.84	$ 19,365.50	$ 6,823.40		

Direct Expenses

Description	Rate		Quantity	Cost
Travel (mileage)	$ 0.625		100	$ 62.50
Total				$ 62.50

CHANGE ORDER 12

Total MOD

Labor Subtotal	$ 466,538.19
Direct Expenses	$ 62.50
Total	**$ 466,600.69**

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Jacobs

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Reinventing tomorrow.

707 17th Street, Suite 2750
Denver, Colorado 80202

T 720-286-6262
www.jacobs.com

January 30, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #13: Resubmittal of 60% Plans to UTA for Review

Dear Andrea,

Jacobs is requesting a contact modification for additional services to submit an updated 60% plan to UTA for review and comment. The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- Reset and resubmittal of 60% plans, specifications, and const estimate (Avenue & Jacobs)
- Revise plans and bid items from UDOT format to be unique UTA format, including development of sample plans (Avenue & Jacobs)

The total estimate cost for this specification reformat is $80,854.48. This cost estimate includes a Jacobs Project Manager transition credit of $58,099.34. Additionally, this cost estimate includes a Jacobs design inefficiency credit of $174,701.99.

This above amount includes Project Management fees for an additional 90 days.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

DocuSign Envelope ID: 048393FD-9A33-44FE-A2BE-6AC04A10B151

DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

Jacobs
Midvalley Connector
Final Design Fee Estimate, Amend. #7
12/13/2022

			Raw rate =>		2.3237
			Multiplier =>		
			Loaded Rate =>		
			Employee =>	TOTAL TASK HOURS	BURDENED LABOR COST
Task 1	Project Management OLD				
		Project management and coordination (2 months Prior PM)		48	$14,363.81
		Invoice, schedule, budget (2 months Prior PM)		12	$2,737.04
		Risk Register Meetings and Prep (9 hours max)		9	$2,693.21
		Internal/External Project Meetings			
		Weekly UTA Meetings (7 mtgs at 1 hr)		7	$2,094.72
		Weekly Internal Meetings (7 mtgs at 1 hr)		91	$15,197.52
		Weekly Design Mtg. w/UTA (6 mtgs at 1.5 hrs)		18	$4,156.31
				0	$0.00
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1	185	$41,242.62
Task 1A	Project Management A1				
		Project management and coordination (7 months)		210	$37,474.36
		Invoice, Schedule, Budget (7 months)		63	$9,230.90
		Risk Register, Meetings and Prep (11 hrs max.)		11	$1,789.25
		Internal/External Project Meetings			
		Weekly UTA Meetings (28 mtgs at 1 hr)		28	$5,318.95
		Weekly Internal Meetings (16 mtgs at 1 hr)		296	$46,765.22
		Weekly Design Mtg. w/UTA (20 mtgs at 1.5 hrs)		75	$13,812.54
		Package drawing files to UTA		10	$1,403.47
		Avenue PM items included in fee below		0	$0.00
			SUBTOTAL TASK 1A	693	$115,794.67
Task 2	Stakeholder & Public Outreach				
		Architectural Renderings/Powerpoint		13	$1,978.12
		Continue monitoring emails/update website		19	$3,177.96
		Avenue work items included in fee below		0	$0.00
			SUBTOTAL TASK 2	32	$5,156.08
Task 5	Surveying and Mapping				
		ESI work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 5	0	$0.00
Task 7	Geotechnical				
		Terracon work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 7	0	$0.00
Task 8E	Develop Ad Plans (90% & 100%)				
		Reset and resubmittal of 60% PS&E		480	$71,601.98
		Plans and bid item conversion to UTA format		250	$39,908.53
		Redesign of drainage and gutter to use inlets		200	$28,389.02
		Pedestrian lighting cost est. - south side 4700 S		5	$699.89
		Wall 4700 S changes:			
		Regrading		36	$5,324.62
		Specifications		8	$1,508.41
		Details		16	$2,349.61
		Traffic Signal Design			
		4430 S/Riverboat Rd		84	$12,250.05
		4530 S/Atherton Dr.		84	$12,250.05
		4700 S/Golf Course Rd		84	$12,250.05
		4700 S/Redwood Rd		84	$12,250.05
		2700 S/4390 S (Avenue)		0	$0.00
		Assess impacts of Vine St. future widening (5')		6	$975.40
		Addition of floating curb at Murray Blvd.		4	$650.26
		Pantograph foundations (2)		62	$8,896.12
		ATMS design/details across 2 bridges		64	$9,701.26
		Supplemental UDOT coordination and ratings on box culvert		72	$11,207.30
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 8E	1539	$230,212.58
Task 8E-SP	Specs				
		Reformat non-UDOT specs		76	$13,880.32
		Renumber non-UDOT specs		30	$5,738.01
		General Specification Meetings		22	$4,295.17
		Reformat Architectural specs to UDOT specials		112	$22,078.12
		Language useage between UDOT and UTA		90	$16,475.40
		No charge for not having UDOT Specs at 90% and extra effort to get them there - ($0)		0	$0.00
			SUBTOTAL TASK 8E-SP	330	$62,467.02
Task 10	Utilities				
		Coordination on storm line video		24	$4,634.94
		Water service/connections for 4 side stations		16	$2,691.40
		Supplemental Utility design		82	$12,799.78
		PRO-PIPE work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 10	122	$20,126.12
Task 11	Right of Way				
		Attend Weekly ROW Meetings		36	$5,919.58
		Prepare/Update ROW Exhibits		318	$45,311.82
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		Trash Enclosure Design at WVC Station		80	$12,751.49
		Snowmelt system		117	$12,131.39
		Avenue work items included in fee below		0	$0.00
				0	$0.00
			SUBTOTAL TASK 12B	561	$77,039.35
TOTAL JACOBS HOURS				3844	
TOTAL JACOBS LABOR					$607,735.81

CHANGE ORDER 12

SUBCONSULTANTS	
AVENUE CONSULTANTS	$ 367,482.49
ESI	$ 40,329.56
KCI	$ -
PRO-PIPE	$ 12,531.47
TERRACON	$ 5,550.00
NSULTANTS	$ 425,893.52

OVERHEAD DIRECT COSTS				
	Unit Cost	Quantity		
DIRECT COSTS				
Mileage	$0.56	150	$	84.00
Misc. Transp.	$90.00	2	$	180.00
Airfare	$400.00	2	$	800.00
Hotel	$140.00	4	$	560.00
Per diem	$85.00	4	$	340.00
		!ECT COSTS	$	1,964.00

SUMMARY	
Total Subs	$ 425,893.52
Total ODC	$ 1,964.00
Total Jacobs Labor Costs	$ 607,735.81
GRAND TOTAL	$ 1,035,593.33

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Midvalley BRT - MOD 1 **Avenue Project No.** 21.195 **Contract Mod** 1 **Date** 12/22/2022

DISTRIBUTED IN CHANGE ORDERS: 2, 3, 5, 9, 10, 11, & 13

PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Aaron Rasmussen Management Review	Heather Hamilton Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Celeste Madsen Admin	Adrian Welsh ROW/GIS Dashboard	Craig Yates ROW Manager	Isaac Lopez ROW Engineer	Jake Wiley ROW Engineer	Jared Howland ROW Engineer	Jeff Searle ROW Lead	Madeline Beaver ROW Tech	Mike Herbst ROW Engineer	Ryan Herbst ROW Tech	Ivan Hooper Traffic Manager	Shawn Larson Traffic Lead	Greg Sanchez Traffic Engineer	Andrew Gemperline Principle	Total Hours	Cost
1: Project Management	**230**	**154**	**36**	**78**	**4**	**36**	**4**	**40**	**64**	**4**	**4**	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**690**	**$ 138,507.81**
Task 1: Project Management	230	154	36	78	4	36	4	40	64	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	20	690	$ 138,507.81
Internal Team Meetings	12	12		12	4	4	4	4	12	4	4	4																76	$ 12,267.62
Attend Team (Avenue/Jacobs) Meetings	40	24		36		26			26																			152	$ 26,933.51
Attend UTA Design Meeting	40	8		2		2			2																			54	$ 10,689.73
Specifications (Meetings & Coordination)		48																										48	$ 13,450.10
Coordination with Jacobs, UTA, Cities, and Subs	40	12		28		4			24																			108	$ 18,041.38
Design Management Review	10	10																										20	$ 4,692.73
Advertising Management Review	16	16	36					36																				104	$ 24,287.55
Review/Process Consultant Invoices	12												12															24	$ 3,253.01
Contract Modifications	60	24																									20	104	$ 24,892.19
8E: Develop Advertisment Plans for West Valley City Hub	**27**	**32**	**0**	**76**	**54**	**23**	**36**	**10**	**21**	**22**	**26**	**62**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**389**	**$ 53,565.43**
Task 1a: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	19	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	$ 5,881.66
Task 2a: Complete Roadway Plans and Documents	6	10	0	42	34	0	0	0	0	18	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	$ 18,484.44
Task 3a: Complete Signing and Striping Plans and Documents	9	0	0	6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	$ 2,570.45
Task 4a: Complete Design Utility Coordination	0	0	0	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	$ 1,585.45
Task 5a: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	11	0	26	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	$ 5,119.67
Task 6a: Incorporate 90% Review Comments	12	22	0	28	20	4	18	4	4	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	$ 19,923.76
8E: Develop Advertisment Plans for Side Stations	**38**	**36**	**0**	**80**	**22**	**29**	**54**	**8**	**40**	**18**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**361**	**$ 53,188.02**
Task 1b: Complete Drainage Design, Plan Sheets, and Documents	0	0	0	0	0	16	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	$ 5,522.21
Task 2b: Complete Roadway Plans and Documents	8	10	0	30	16	0	0	0	0	8	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	$ 11,635.89
Task 3b: Complete Signing and Striping Plans and Documents	6	0	0	18	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	$ 4,063.68
Task 4b: Complete Design Utility Coordination	0	0	0	0	0	0	0	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$ 1,711.17
Task 5b: Complete Utility Plans and Documents	0	0	0	0	0	0	0	2	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$ 2,749.85
Task 6b: Complete Signal Plans and Documents	0	0	0	0	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	$ 1,563.50
Task 7b: 90% Review Meeting	6	6	0	6	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	$ 4,813.50
Task 8b: Incorporate 90% Review Comments	10	10	0	14	4	4	32	2	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	$ 13,043.37
Task 9b: Comment Resolution Review Meeting	8	10	0	12	2	5	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	$ 8,084.85
8E: Signal Warrant Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**54**	**154**	**0**	**240**	**$ 35,064.42**
Task 1c: Time Travel Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	24	0	40	$ 6,093.20
Task 2c: TSP Traffic Anaylsis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	46	130	0	200	$ 28,971.22
8E: Right-of-Way	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**80**	**22**	**147**	**80**	**6**	**92**	**110**	**87**	**32**	**0**	**0**	**0**	**0**	**0**	**696**	**$ 87,094.32**
Task 1d: Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	125	80	6	56	110	87	32	0	0	0	0	0	524	$ 62,967.92
Task 2d: ROW Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	0	72	2	22	0	0	36	0	0	0	0	0	0	0	0	132	$ 18,969.12
Task 3d: Property Exhibits	16	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$ 5,157.28
13: Construction Support	**80**	**4**	**0**	**100**	**20**	**16**	**24**	**0**	**40**	**80**	**16**	**48**	**0**	**0**	**0**	**80**	**40**	**4**	**40**	**40**	**40**	**20**	**0**	**0**	**0**	**0**	**0**	**692**	**$ 99,118.20**
Task 13a: Addendums and Advertisement Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 2,500.00
Task 13b: RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,000.00
Task 13c: Siderunning Station Design on 4700 South	40	2	0	58	8	8	12	0	14	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	$ 24,190.15
Task 13d: Privacy Wall Design on 2700 West	40	2	0	42	12	8	12	0	26	48	8	48	0	0	0	80	40	4	40	40	40	20	0	0	0	0	0	510	$ 62,428.05
Summary of Hours	391	226	36	334	100	104	118	58	165	148	66	130	12	80	22	227	120	10	132	150	127	52	32	54	154	20	3068	**$ 466,538.19**
Summary of Raw Labor Expense	$ 73,923.38	$ 63,327.53	$ 9,595.27	$ 37,869.11	$ 12,984.18	$ 20,611.61	$ 13,872.06	$ 11,574.08	$ 21,649.06	$ 13,149.07	$ 6,404.18	$ 12,259.49	$ 984.26	$ 10,410.09	$ 4,751.07	$ 26,060.07	$ 11,480.21	$ 1,161.95	$ 24,355.78	$ 10,252.01	$ 19,790.05	$ 5,685.86	$ 7,358.08	$ 8,340.84	$ 19,365.50	$ 6,823.40		

Direct Expenses

Description	Rate		Quantity	Cost
Travel (mileage)	$ 0.625		100	$ 62.50
Total				$ 62.50

Total MOD

Labor Subtotal	$ 466,538.19
Direct Expenses	$ 62.50
Total	**$ 466,600.69**

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www.jacobs.com

February 6, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #14: Additional UTA Design Requests

Dear Andrea,

Jacobs is requesting a contact modification for additional services to provide additional UTA directed design updates to the 100% plans, specifications, and estimate. The following tasks were requested by UTA and subsequently performed by the Midvalley BRT Design Team:

- Revise characteristics of wall along 4700 South:
  - Provide pedestrian access at Beechwood Road to the proposed shared use path
  - Change post and panel 6-ft wall height to 8-ft for properties on Hemlock Drive (completed)
- Use/share UDOT's ATMS conduit for MVBRT ATMS
- Lighting on the south side of 4700 S
- Elimination of discharge into the North Jordan Canal
- Structural Analysis for larger real time sign
- Obliterate and regrade existing SLCC Hub along Bruin Blvd. (survey required)

The total estimate cost for the above changes is estimated at $192,855.60.

This above amount includes Project Management fees for an additional 30 days.

The following page includes a detailed scope for the items listed above.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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Detailed Scope of Work

Revise characteristics of post & panel wall along 4700 S

- Redesign wall height to be 8-ft for Hemlock Road properties between shared use path on the west and Beechwood Road on the east (Completed)
- Provide a Pedestrian Access at Beechwood Road
    - Design for wall opening and pedestrian access at Beechwood Road
    - New 8-ft wall designed behind pedestrian wall opening
    - Update applicable plan sheets that show the change
    - Update Summary sheets and Cost estimate
- Wall redesign QC
- Assumptions:
    - Following similar design as 1300 W wall opening for pedestrian access
    - Additional ROW not required
    - Specification updates not required

Use/share UDOT's ATMS conduit for MVBRT ATMS

- Revise ATMS design to share in UDOT conduit
    - ATMS coordination and approval with UDOT
    - Update applicable plan sheets that show the change
    - Update Summary sheets and Cost estimate
    - Update M&P and Specifications
- ATMS design QC
- Site visit by one person (completed)
- Assumptions:
    - One review required by UDOT

Lighting on the south side of 4700 S

- Update lighting design to accommodate lighting along the south side of 4700 S
    - Lighting Coordination with UTA and UDOT
    - Lighting Design and Calculations
    - Update lighting plans and details
    - Update Summary sheets and Cost estimate
    - Update Lighting Specifications
- Lighting design QC
- Assumptions:
    - Design and details fit on existing sheets - new sheets not required
    - Additional ROW not required
    - Additional utility coordination not required

Elimination of discharge in the North Jordan Canal

- Coordination with UDOT on canal structure
    - UDOT comments required for revision to begin 100% design
    - 3-4 coordination calls with UDOT (30 minutes each call)

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- Resubmittal to UDOT
    - 2 submittals to UDOT (100% and Advertisement)
        - Comment Resolution meeting after 100%
    - 5S approval received
- Structure design
    - Detail for gutter and HMA interface for UDOT review and acceptance
    - Update structural plans
- Drainage
    - Update drainage SDB model
    - Update two drainage plan sheets and one drainage profile sheet
    - No drainage meetings with UDOT
    - Drainage report updates
    - A separate change order will be submitted if UDOT changes direction
    - No additional utility coordination will be required
- Roadway
    - Updates not required
- Update Summary sheets and Cost estimate
- Update M&P and Specifications – Remove Snout
- Assumptions:
    - Assumes draining to the east across top of box culvert is accepted design
    - Redesign of Curb and gutter not required
    - Typical section updates not required
    - Utility coordination not required
    - New permits or exhibits are not required
    - Additional ROW not required
    - Coordination with UDOT drainage not required

Structural analysis for larger real time sign

- Analyze load capacity for station canopies utilizing a larger real time station sign
- Redesign of connections between real time sign and canopy
- Assumptions:
    - Redesign of station canopies not required

Obliterate and regrade existing SLCC Hub along Bruin Blvd.

- Perform topographic survey of existing site limits (ESI - see Figure 1 attached)
- Site visit by 3 team members
- Design site to grade and drain utilizing existing storm drains
- Develop additional Plan Sheets
    - Removals
    - Roadway Plan & Details
    - Grading Plan
    - Landscape Plan

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- Lighting Plan
- Drainage Plan
- Erosion Control Plan

- Update Summary Sheets, Cost Estimate, and specifications
- Assumptions:
  - Design not required outside of surveyed limits
  - Additional ROW acquisition not required
  - Can drain to and utilize existing storm sewer systems

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Jacobs
Midvalley Connector
Final Design Fee Estimate, Change Order #14
February 2023

			$85.01	$85.01	$72.76	$72.76	$58.14	$58.14	$59.80	$59.80	$75.66	$75.66	$48.65	$48.65	$38.41	$38.41	$61.06	$61.06	$38.57	$38.57	$75.29	$75.29	$60.65	$60.65	$97.04	$97.04	$64.05	$64.05	$74.16	$74.16	$69.46	$69.46	$101.10	$101.10	$99.24	$99.24	$52.66	$52.66	$68.96	$68.96	$63.35	$63.35	$52.50	$52.50	$58.92	$58.92	2.3237	
			PROJECT MANAGER		Sr. Engineer		Engineer		Sr. Engineer		ATMS, Signal & Lighting Lead		Electrical Design		Electrical Design		Civil CADD		Admin Support		Drainage and Utilities		Drainage Engineer		Design Manager		STRUCTURES CADD		STRUCTURES		STRUCTURES		Architect design Lead		Sr Project Architect		Jr Architect		Station Mechanical		LA/Urban Design		LA CADD		LA QA/QC		TOTAL TASK HOURS	BURDENED LABOR COST
		Raw rate /h	$85.01 per hour		$72.76 per hour		$58.14 per hour		$59.80 per hour		$75.66 per hour		$48.65 per hour		$38.41 per hour		$61.06 per hour		$38.57 per hour		$75.29 per hour		$60.65 per hour		$97.04 per hour		$64.05 per hour		$74.16 per hour		$69.46 per hour		$101.10 per hour		$99.24 per hour		$52.66 per hour		$68.96 per hour		$63.35 per hour		$52.50 per hour		$58.92 per hour			
		Multiplier /h	2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237			
		Loaded Rate /h	$197.54 per hour		$169.07 per hour		$135.10 per hour		$138.96 per hour		$175.81 per hour		$113.05 per hour		$89.25 per hour		$141.89 per hour		$89.63 per hour		$174.95 per hour		$140.93 per hour		$225.49 per hour		$148.83 per hour		$172.33 per hour		$161.40 per hour		$234.93 per hour		$230.60 per hour		$122.37 per hour		$160.24 per hour		$147.21 per hour		$122.99 per hour		$136.91 per hour			
		Employee /h	Nicholas Young		Kevin Taylor		Kirsten Sargent		Glen Buchannan		Anil Mudigonda		Joe Slater		Drew Bailey		Antonio Santiago		Lori Larsen		James Dahl		Charles Konopa		Doug Stremel		Andy Wargula		Melanie Helm		Heewon Park		Douglas Frazier		Jayong Shim		Scott Hoffman		Adam Kringel		Tamami Takenaka		Shawn Kummer			
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Task 1	**Project Management/Meetings (1 month)**																																													
	Project management and coordination		16	$3,160.60	0	$0.00	4	$540.40	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$2,705.90	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	32	$6,406.91
	Invoice, Schedule, Budget		4	$790.15	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$358.50	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$1,148.65
	Internal/External Project Meetings																																													
	Weekly UTA Meetings (4 mtgs at 1 hr)		4	$790.15	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$790.15
	Weekly Internal Meetings (4 mtgs at 1 hr)		4	$790.15	4	$676.29	4	$540.40	4	$555.83	4	$703.24	4	$452.19	4	$357.01	4	$567.54	0	$0.00	0	$0.00	0	$0.00	0	$901.97	0	$0.00	0	$0.00	0	$0.00	4	$939.70	4	$922.42	0	$0.00	0	$0.00	4	$588.83	0	$0.00	0	$0.00	48	$7,995.57
	Weekly Design Mtg. w/UTA (4 mtgs at 1.5 hrs)		6	$1,185.23	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,352.95	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$2,538.18
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	SUBTOTAL TASK 1		**34**	**$6,716.28**	**4**	**$676.29**	**8**	**$1,080.80**	**4**	**$555.83**	**4**	**$703.24**	**4**	**$452.19**	**4**	**$357.01**	**4**	**$567.54**	**4**	**$358.50**	**0**	**$0.00**	**0**	**$0.00**	**22**	**$4,960.82**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$939.70**	**4**	**$922.42**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$588.83**	**0**	**$0.00**	**0**	**$0.00**	**104**	**$18,879.46**
Task 8-47Wall	**Wall 4700 S Revisions**																																													
	Wall 4700 S changes:																																													
	8-ft Wall Height along Hemlock		2	$395.08	12	$2,028.87	0	$0.00	8	$1,111.66	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	0	$0.00	8	$1,378.60	2	$322.81	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	34	$5,688.00
	Pedestrian Access at Beechwood - Design		2	$395.08	28	$4,734.03	0	$0.00	4	$555.83	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	0	$0.00	8	$1,378.60	4	$645.62	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	48	$8,160.14
	Update Wall Details		0	$0.00	4	$676.29	0	$0.00	4	$555.83	0	$0.00	0	$0.00	0	$0.00	2	$283.77	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$1,786.00	8	$1,378.60	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	30	$4,680.49
	Update Removal Plans		0	$0.00	2	$338.14	0	$0.00	4	$555.83	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.49	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	7	$1,119.47
	Update Roadway Plans		0	$0.00	2	$338.14	0	$0.00	4	$555.83	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$893.97
	Update Drainage/Erosion Control Plans		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$283.77	0	$0.00	4	$699.81	6	$845.59	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$1,829.17
	Update SM-sheets and Cost Estimate		0	$0.00	2	$338.14	0	$0.00	4	$555.83	0	$0.00	0	$0.00	0	$0.00	2	$283.77	0	$0.00	0	$0.00	0	$0.00	3	$676.48	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	11	$1,854.22
	Update Landscape sheets		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$883.24	4	$487.98	2	$273.82	12	$1,645.04
	Update Lighting sheets		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$452.19	6	$535.52	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$987.71
	Wall QC		2	$395.08	4	$676.29	4	$540.40	0	$0.00	0	$0.00	2	$226.10	2	$178.51	0	$0.00	2	$349.90	2	$281.86	2	$450.98	0	$0.00	2	$344.65	2	$322.81	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	24	$3,766.58
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	SUBTOTAL TASK 8-47WAll		**6**	**$1,185.23**	**54**	**$9,129.91**	**4**	**$540.40**	**28**	**$3,890.80**	**0**	**$0.00**	**6**	**$678.29**	**8**	**$714.03**	**6**	**$851.31**	**0**	**$0.00**	**6**	**$1,049.71**	**8**	**$1,127.46**	**10**	**$2,254.92**	**12**	**$1,786.00**	**26**	**$4,480.47**	**8**	**$1,291.23**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**6**	**$883.24**	**4**	**$487.98**	**2**	**$273.82**	**194**	**$30,624.79**
Task 8-ATMS	**ATMS in UDOT Conduit**																																													
	ATMS - Use UDOT Conduit		2	$395.08	0	$0.00	0	$0.00	0	$0.00	60	$10,548.67	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	64	$11,394.73
	ATMS Coordinations with UTA/UDOT		4	$790.15	0	$0.00	0	$0.00	0	$0.00	12	$2,109.73	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$901.97	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	20	$3,801.85
	Update ATMS Plans		0	$0.00	0	$0.00	0	$0.00	0	$0.00	16	$2,812.98	0	$0.00	28	$2,499.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.49	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	45	$5,537.56
	Update SM-sheets and Cost Estimate		0	$0.00	0	$0.00	0	$0.00	2	$351.62	0	$0.00	6	$535.52	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$901.97	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$1,789.11
	Update M&P and Specifications		2	$395.08	0	$0.00	2	$270.20	0	$0.00	6	$1,054.87	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	18	$3,524.08
	ATMS QC		1	$197.54	0	$0.00	2	$270.20	0	$0.00	6	$1,054.87	0	$0.00	0	$0.00	6	$535.52	0	$0.00	0	$0.00	0	$0.00	6	$1,352.95	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	21	$3,411.08
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	SUBTOTAL TASK 8-ATMS		**9**	**$1,777.84**	**0**	**$0.00**	**4**	**$540.40**	**0**	**$0.00**	**102**	**$17,932.74**	**0**	**$0.00**	**40**	**$3,570.13**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**25**	**$5,637.30**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**180**	**$29,458.40**
Task 8-47LIT	**Lighting South Side 4700 S**																																													
	Lighting South side of 4700 S																																													
	Lighting Coordination		3	$592.61	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$678.29	4	$357.01	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	15	$2,078.90
	Lighting Design and Calcs		0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$2,109.73	20	$1,785.07	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	32	$3,141.64
	Lighting Plan/Details Updates		0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$2,109.73	44	$3,927.15	8	$1,135.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	66	$6,869.79
	Update SM-Sheets & Cost Est		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$283.77	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$901.97	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,185.74
	Update Lighting Specifications		0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$904.38	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,352.95	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	14	$2,257.34
	Lighting QC		1	$197.54	0	$0.00	2	$270.20	0	$0.00	4	$703.24	12	$1,356.58	8	$714.03	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	29	$3,692.57
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	SUBTOTAL TASK 8-47LIT		**4**	**$790.15**	**0**	**$0.00**	**2**	**$270.20**	**0**	**$0.00**	**4**	**$703.24**	**50**	**$5,652.40**	**76**	**$6,783.25**	**10**	**$1,418.85**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**16**	**$3,607.87**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**162**	**$19,225.97**
Task 8-NJC	**North Jordan Canal Drainage Change**																																													
	Elimination of Discharge into North Jordan Canal																																													
	UDOT Coordination/Meetings/Approval		3	$592.61	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,049.71	2	$281.86	0	$0.00	4	$595.33	6	$1,033.95	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	21	$3,553.47
	Drainage Plan/Profile updates		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$699.81	8	$1,127.46	1	$225.49	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	13	$2,052.76
	Erosion Control Plan updates		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3	$524.85	2	$281.86	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$806.72
	Update SDB model		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$845.59	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$845.59
	Drainage Report Updates		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$699.81	2	$281.86	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$981.67
	Update SWPP Report		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$349.90	2	$281.86	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$631.77
	Structures Plan updates		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.49	8	$1,190.66	4	$689.30	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	13	$2,105.46
	Update SM-sheets & Cost Estimate		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$349.90	4	$563.73	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$1,364.62
	QC		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,049.71	6	$845.59	0	$0.00	0	$0.00	2	$322.81	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	14	$2,218.11
	Update M&P & Specs		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$349.90	0	$0.00	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$800.89
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	SUBTOTAL TASK 8-NJC		**3**	**$592.61**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**29**	**$5,073.59**	**32**	**$4,509.54**	**6**	**$1,352.95**	**12**	**$1,786.00**	**10**	**$1,723.26**	**2**	**$322.81**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**94**	**$15,361.05**
Task 12-RTS	**Structural Analysis for Real Time Sign**																																													
	Structural Analysis for Real Time Sign		2	$395.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.49	0	$0.00	8	$1,378.60	16	$2,582.47	4	$939.70	4	$922.42	4	$489.46	0	$0.00	0	$0.00	0	$0.00	0	$0.00	39	$6,933.22
	SUBTOTAL TASK 12-RTS		**2**	**$395.08**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**1**	**$225.49**	**0**	**$0.00**	**8**	**$1,378.60**	**16**	**$2,582.47**	**4**	**$939.70**	**4**	**$922.42**	**4**	**$489.46**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**39**	**$6,933.22**
Task 12-SLCC	**Obliterate Existing Station SLCC Hub**																																													
	Removal of Existing SLCC Hub																																													
	Site Visit (up to 3 people)		0	$0.00	5	$845.36	0	$0.00	5	$694.79	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$874.76	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	15	$2,414.91
	Roadway & Removal & Grading		2	$395.08	60	$10,144.34	4	$540.40	40	$5,558.29	0	$0.00	0	$0.00	0	$0.00	24	$3,405.24	0	$0.00	0	$0.00	0	$0.00	6	$1,352.95	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	136	$21,396.30
	Drainage & Erosion Control Plan updates		2	$395.08	0	$0.00	4	$540.40	0	$0.00	0	$0.00	0	$0.00	0	$0.00	16	$2,270.16	0	$0.00	60	$10,497.08	40	$5,637.30	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	124	$19,791.00
	Landscape		2	$395.08	0	$0.00	4	$540.40	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$1,135.08	0	$0

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17842 - Mid-Valley Connector BRT - Additional Survey

Task Description	Project Manager / Principal (PLS)	Staff Land Surveyor (PLS)	Survey Cadd Designer	Survey Party Chief	Survey Tech. I	Survey Tech. II	Admin. Assistant	LABOR HOURS	DIRECT LABOR
	65.00	58.00	46.00	37.00	32.00	30.00	25.00		
Topographic survey of transit hub area on north side of SLCC campus.	2		4	8	8		1	23	$891.00
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
Total Direct Labor	2	0	4	8	8	0	1	23	$891.00

Overhead (108.59% of Direct Labor)	$967.54
Direct Labor Cost	$891.00
Subtotal Labor	$1,858.54
Fixed Fee (11% of Subtotal Labor)	$204.44
TOTAL LABOR	$2,062.98

ESI Engineering, Inc.
4141 W. 2100 S. , Suite 100
West Valley City, Utah 84120
(801)263-1752
www.esiengineeringinc.com

Direct Costs	Quantity	Rate	
Mileage	48	0.655	$31.44
GPS/Survey Equipment	12	45	$540.00
			$0.00
		TOTAL DIRECT COSTS	$571.44
PROJECT TOTAL	**$2,634.42**		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	David Hancock, Director of Capital Development

TITLE:

Change Order: Final Design for Mid-Valley Connector - Change Order #04 (Jacobs Engineering)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Change Order 4 to the contract and associated disbursements with Jacobs Engineering in the amount of $871,826 for design work on the Mid-Valley Connector project.

BACKGROUND:
On December 15, 2021, the UTA Board approved the award of a sole source contract to Jacobs Engineering to finalize the design and prepare the Mid-Valley Connector Bus Rapid Transit (BRT) project for advertisement. Through a Taylorsville City contract, Jacobs had completed the environmental assessment and preliminary design for the project. Since Jacobs was familiar with the project, the stakeholders and UTA felt that they should perform the final design on the project. The UTA Sole Source Committee approved the sole source award to Jacobs on the basis of substantial duplication of costs. The contract time was extended in early 2023 to incorporate anticipated consultant needs during the construction phase of the project.

DISCUSSION:
This change order includes additional scope modifications for future efforts to complete the final plans and specifications, and management support through the contractor bidding process. This change order also

includes supplemental scope items that have been requested by stakeholders since the latest design package was released.

CONTRACT SUMMARY:

Contractor Name:	Jacobs Engineering Group, Inc.
Contract Number:	21-03502-04
Base Contract Effective Dates:	December 17, 2021 - December 31,2022
Extended Contract Dates:	January 1, 2023 - December 31, 2026
Existing Contract Value:	$3,000,027
Amendment Amount:	$871,826
New/Total Contract Value:	$3,871,853
Procurement Method:	Sole Source
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

If this change order is not executed, UTA would need to procure another consultant to finalize the project design and prepare the construction bid documents.

FISCAL IMPACT:

The 2023-2027 Capital Plan called for State and Federal Funds on this project. UTA received $22.8M from the State of Utah through UDOT in March 2023. This agreement was approved by the board on 12/21/22. Federal funds are anticipated through the Capital Investment Grant program.

ATTACHMENTS:

1) Jacobs Change Order #4

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

CHANGE ORDER

No. 4

TITLE: Various Scope Modifications for PCO-015, -016 and -017

DATE: 3/16/2023

PROJECT/CODE: MSP253 - Mid-Valley Connector

This is a change order to CONTRACT No: 21-03502BM

TO: Jacobs Engineering, Inc.

ATTN: Jeanne Work

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

PCO-015 - Additional Effort to Achieve Substantial Completion 100% Design $270,819. PCO-016 - Supplemental Scope Items Post 100% Design $317,675. PCO-017 - Final Advertisement Plans Set $283,332. PCO-015 is for design work previously completed on the project. PCO-016 and PCO-017 are for additional in-scope (additive) modifications that have not yet commenced. The schedule impact associated with this requested change order was previously addressed in Jacobs CO #1. The PCOs comprising this group change order were approved by the CCC committee on 3/16/2023. Total change order amount = $871,826.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	$270,819	Original Contract Sum:	$1,759,533	Final Completion Date Prior to This Change:	12/31/2026
Unit Cost:	-	Net Change by Previously Authorized Changes:	$1,240,494	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	$3,000,027	Final Completion Date as of This Change Order:	12/31/2026
T&M NTE:	$601,007	Net Change This Change Order:	$871,826		
Total:	$871,826	Current Project Total:	$3,871,853		

ACCEPTED:
By: DocuSigned by: Jeanne Work 8CBB41BEC28D4E8...
Date: 3/16/2023
Jeanne Work
Jacobs Engineering, Inc.

By: _____
Date: _____
Andrea Pullos
Project Manager <$25,000

By: _____
Date: _____
David Hancock
Dir. of Capital Development <$75,000

By: _____
Date: _____
Mary DeLoretto
Chief Service Dev Officer <$200,000

By: _____
Date: _____
Vicki Woodward
Procurement

By: DocuSigned by: Michael Bell 70E33A4138A944F6...
Date: 3/16/2023
Mike Bell
Attorney General >$10,000

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

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Change Order Summary Worksheet

Previously Authorized Changes

Contract	21-03502BM JAC

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			$1,759,533	
1	1/5/2023	$0	$1,759,533	Contract Time Extension
2	2/13/2023	$174,666	$1,934,199	Various Scope Modifications for PCO-003, -004, -006, -007
3	3/22/2023	$1,065,828	$3,000,027	Various Scope Modifications for PCO-002, -005, -009, -010,
Total to Date		$ $1,240,494		

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Denver, Colorado 80202

T 720-286-6262
www.jacobs.com

March 9, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #15: Additional effort to substantially complete 100%

Dear Andrea,

Jacobs is requesting a contact modification for additional services to provide additional UTA directed design updates to the 100% plans, specifications, and estimate. The following tasks were requested by UTA or stakeholders and subsequently performed by the Midvalley BRT Design Team:

- Additional Project Management and change order support
- Safety and Security meetings and checklist reviews
- Subsequent comment resolution and revisions to Avenue review comments
- Supplemental responses to missing 90% comments from Murray City
- Supplemental 100% revisions and comment resolution requested by UTA and stakeholders
- Supplemental Right-of-Way (ROW) coordination and updates to ROW exhibits
- Miscellaneous design support and coordination for 100%

The total estimate cost for the above changes is estimated at $270,818.52.

The following page includes a detailed scope for the items listed above.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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Detailed Scope of Work

Additional Project Management

- Project Management and Coordination
- Invoice, Schedule, and Budget
- Internal/External Project Meetings
    - Weekly UTA Meetings (4 mtgs at 1 hr) – 1 person
    - Weekly Internal Meetings (4 mtgs at 1 hr) – 12 people
    - Weekly Design Mtgs w/UTA (4 mtgs at 1.5 hrs) – 2 people
- Change Order documentation and support efforts

Safety and Security Working Group

- Involved participation in 10 Project Meetings
- Development and review of Safety Checklist

Supplemental comment resolution and revisions to Avenue's Review

- Comment resolution and incorporation of accepted Plan and Specification comments

Supplemental responses to missing 90% comments from Murray City

- Comment resolution and incorporation of accepted Plan and Specification comments

Supplemental 100% plan and spec updates

- Prepare comment resolution and miscellaneous plan and specification updates
    - All disciplines
- Prepare revised post-100% package of plan and specifications
- Update construction cost estimate

Misc. Design Support and Coordination

- ATMS coordination with UDOT (site visit with travel)
- Supplemental CBC Design coordination with UDOT for approvals
- Senior level oversight review of the design

Utility Coordination

- Supplemental utility coordination with UTA

Right-of-Way Support during ROW acquisition

- Attend ROW meetings as required
- Answer miscellaneous questions from appraisers and/or UTA
- Provide updates to ROW exhibits as requested by UTA

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Jacobs
Midvalley Connector
Additional Effort to Substantially Complete, Change Order 15
March 2023

2.3237

| | | |

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707 17th Street, Suite 2750
Denver, Colorado 80202

T 720-286-6262
www.jacobs.com

March 9, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #16: Supplemental Scope items post 100%

Dear Andrea,

Jacobs is requesting a contact modification for additional services to provide additional UTA directed design updates to the 100% plans, specifications, and estimate. The following tasks were requested by UTA or stakeholders and is planned to be performed by the Midvalley BRT Design Team:

- Additional Project Management in support of the work elements
- Post 100% plan and spec updates (all disciplines)
- North Jordan Canal CBC revisions (per UDOT request)
- Right-of-Way support during acquisition process (answering questions, providing figure updates)
- Misc. Transit Station updates (stone veneer, architectural glass, matrix, etc.)
- Design of 2700 W wall in West Valley City along east Right-of-Way (survey required)
- Environmental clearance documentation for 2700 W wall

The total estimate cost for the above changes is estimated at $317,674.72.

The following page includes a detailed scope for the items listed above.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

DocuSign Envelope ID: C37747D8-4AEE-41EC-A939-5091507F54B2

Detailed Scope of Work

Project Management

- Project Management and coordination (one month)
- Invoice, Schedule, and Budget
- Internal/External Project Meetings
    - Weekly UTA Meetings (4 mtgs at 1 hr) – 1 person
    - Weekly Internal Meetings (4 mtgs at 1 hr) – 12 people
    - Weekly Design Mtgs w/UTA (4 mtgs at 1.5 hrs) – 2 people
- Assumptions
    - Meetings up to the hours and individuals provided

Supplemental post-100% plan and spec updates

- Prepare misc. plan updates
    - All disciplines
- Prepare misc. specification updates
- Assumptions
    - Revisions made up to the budgeted amount

WVC Station and Wall design along 2700 W

- Survey along 2700 W (by ESI)
    - Acquire permission to access neighboring properties
- Utility identification and potholes (by KCI)
- Geotechnical foundations for wall design (by Terracon)
- Develop wall design and associated improvements
    - Updates to construction and removal plans (by Avenue)
    - Wall alignment (by Avenue)
    - Develop foundation design and details for wall
    - Utility design and coordination (by Avenue)
    - ATMS design
    - Lighting Design and Calculations
    - Landscaping Design
    - QC designs
- Update Specifications, M&P, Bid list quantities and cost estimate
- Develop Right-Of-Way (ROW) plans for easements and takes (by Avenue)
    - Develop ROW descriptions (by Avenue)
- Assumptions
    - Wall design is along east side of road impacting 8 properties (from W Cody Brotherson Pkwy to S Westshire Dr.)
    - Station layout remains same as in 100% submittal
    - Right-Of-Way acquisition by West Valley City
    - No ROW exhibits needed

Redesign of North Jordan Canal CBC Extension

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- Coordination with UDOT and UTA canal structure
- CBC Design revisions based on cutting box at nearest point that forms a normal to the opposite side
    - 1 submittal to UDOT (post 100% and before Advertisement)
        - Comment Resolution meeting after 100%
    - 5S approval received
    - Update structural plans and details
- Update Quantities
    - Recalculate quantities for CBC extension
    - Update M&P as required
- Quality Control
- Assumptions:
    - Assumes one review approved by UDOT

Right-of-Way Support during ROW acquisition

- Attend ROW meetings as required
- Answer misc. questions from appraisers or UTAs
- Provide updates to ROW exhibits as requested by UTA
- Assumptions
    - Budget up to 48 hours

Station and Transit Plazas

- Detail stone veneer for center platform support columns
    - Coordinate details for architectural and structural column
- Coordinate with UTA on specs for architectural glass and pay items
    - Update specifications
    - Update M&P and bid item list
- Develop additional plan sheet for Transit Station Matrix
    - Show each platform grades
    - Grades & Details per UTA example plan
- Supplemental station renderings as requested
- Assumptions:
    - Minimal detailing needed for Stone Veneer details
    - No detail for architectural glass
    - Up to 9 hours budgeted for station renderings

Environmental Clearance for wall along 2700 W

- Coordinate with UTA environmental
- Update DOFOE and develop clearance documents for new wall
    - Submit for reviews by UTA and FTA
- Assumptions
    - Site visit not required by Jacobs personnel for assessments
    - One round of reviews and revisions for both UTA and FTA

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Jacobs
Midvalley Connector
Final Design Fee Estimate, Change Order 16
March 2023

			$85.02	$85.02	$72.76	$72.76	$58.14	$58.14	$77.58	$77.58	$47.38	$47.38	$77.75	$77.75	$56.68	$56.68	$41.17	$41.17	$59.80	$59.80	$75.66	$75.66	$48.65	$48.65	$38.41	$38.41	$61.06	$61.06	$38.57	$38.57	$75.29	$75.29	$60.65	$60.65	$97.04	$97.04	$64.05	$64.05	$74.16	$74.16	$69.46	$69.46	$36.51	$29.52	$35.93	$28.07	$81.35	$81.35	$101.10	$101.10	$99.24	$99.24	$52.66	$52.66	$63.35	$63.35	$52.50	$52.50	$58.92	$58.92	2.3237
			PROJECT MANAGER		Sr. Engineer		Engineer		Engineer		Engineer		Engineer		Sr. Engineer		EIT		Sr. Engineer		ATMS, Signal & Lighting Lead		Electrical Design		Electrical Design		Civil CADD		Admin Support		Drainage and Utilities		Drainage Engineer		Design Manager		STRUCTURES CADD		STRUCTURES		STRUCTURES		Bus Charging Lead		Bus Charging design		Bus Charging QA/QC		Architect design Lead		Sr Project Architect		Jr Architect		LA/Urban Design		LA CADD		LA QA/QC		TOTAL TASK HOURS	BURDENED LABOR COST
Raw rate =<			$85.02 per hour		$72.76 per hour		$58.14 per hour		$77.58 per hour		$47.38 per hour		$77.75 per hour		$56.68 per hour		$41.17 per hour		$59.80 per hour		$75.66 per hour		$48.65 per hour		$38.41 per hour		$61.06 per hour		$38.57 per hour		$75.29 per hour		$60.65 per hour		$97.04 per hour		$64.05 per hour		$74.16 per hour		$69.46 per hour		$36.51 per hour		$35.93 per hour		$81.35 per hour		$101.10 per hour		$99.24 per hour		$52.66 per hour		$63.35 per hour		$52.50 per hour		$58.92 per hour			
Multiplier =<			2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		2.3237		
Loaded Rate =<			$197.56 per hour		$169.07 per hour		$135.10 per hour		$180.27 per hour		$110.10 per hour		$180.67 per hour		$131.71 per hour		$95.67 per hour		$138.96 per hour		$175.81 per hour		$113.05 per hour		$89.25 per hour		$141.89 per hour		$89.63 per hour		$174.95 per hour		$140.93 per hour		$225.48 per hour		$148.82 per hour		$172.33 per hour		$161.40 per hour		$66.28 per hour		$65.23 per hour		$189.03 per hour		$234.93 per hour		$230.60 per hour		$122.37 per hour		$147.21 per hour		$121.99 per hour		$136.91 per hour			
Employee =<			Nicholas Young		Kevin Taylor		Kirsten Sargent		Nancy Shelton		Aaron Dierke		Mark Bowen		Patricia Ambacher		Chad Vickery		Glen Buchanan		Anil Mudkipondo		Joe Slaten		Drew Bailey		Antonio Santiago		Lori Larsen		James Dahl		Charles Konopa		Doug Stremel		Judy Prothero		Andy Wargula		Melanie Helm		Nasanin Askaran		Hari Harishan		Bret Wilkinson		Heewon Park		Douglas Frazier		Jayoing Shim		Adam Kringel		Tamamo Takenaka		Shawn Kummer			
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Task 1	**Project Management**																																																																		
	Project management and coordination		16	$3,160.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$2,705.96	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	28	$ 5,866.88
	Invoice, Schedule, Budget		2	$395.12	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$358.90	0	$0.00	0	$0.00	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$ 1,204.61
	Internal/External Project Meetings			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$ -
	Weekly UTA Meetings (4 mtgs at 1 hr)		4	$790.24	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$ 790.24
	Weekly Internal Meetings (4 mtgs at 1 hr)		4	$790.24	4	$676.29	4	$540.40	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$555.83	4	$703.24	4	$452.19	4	$357.07	4	$567.54	0	$0.00	0	$0.00	4	$991.97	0	$0.00	0	$0.00	4	$939.76	4	$922.42	0	$0.00	0	$0.00	4	$568.83	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	48	$ 7,995.67
	Weekly Design Mtg. w/UTA (4 mtgs at 1.5 hrs)		6	$1,185.35	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,352.95	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$ 2,538.32
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	SUBTOTAL: TASK 1		**32**	**$6,321.95**	**4**	**$676.29**	**4**	**$540.40**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$555.83**	**4**	**$703.24**	**4**	**$452.19**	**4**	**$357.07**	**4**	**$567.54**	**0**	**$0.00**	**0**	**$0.00**	**8**	**$1,350.87**	**0**	**$0.00**	**0**	**$0.00**	**24**	**$5,411.80**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$568.83**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**100**	**$ 18,395.71**
Task BE-PL	**Post 100% Plan Updates**																																																																	
	100% Plan Updates																																																															
	Roadway		4	$790.24	8	$1,352.58	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$1,148.08	8	$1,111.66	0	$0.00	0	$0.00	0	$0.00	4	$567.54	0	$0.00	0	$0.00	0	$0.00	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	44	$ 6,773.96
	Removal		4	$790.24	8	$1,352.58	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$1,148.08	8	$1,111.66	0	$0.00	0	$0.00	0	$0.00	4	$567.54	0	$0.00	0	$0.00	0	$0.00	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	44	$ 6,773.96
	Typical Sections		4	$790.24	8	$1,352.58	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$382.67	8	$1,111.66	0	$0.00	0	$0.00	0	$0.00	4	$567.54	0	$0.00	0	$0.00	0	$0.00	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	36	$ 6,008.62
	Drainage		4	$790.24	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$1,399.81	8	$1,127.07	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	20	$ 3,317.37
	Quantities		4	$790.24	8	$1,352.58	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$765.33	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$567.54	0	$0.00	4	$699.81	4	$563.73	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	40	$ 6,543.17
	Summary Sheets		4	$790.24	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$765.33	4	$555.83	0	$0.00	0	$0.00	0	$0.00	4	$567.54	0	$0.00	0	$0.00	0	$0.00	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	28	$ 4,482.88
	Cost Estimate		4	$790.24	4	$676.29	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	16	$ 3,270.47
	Certifiable Items List		4	$790.24	4	$676.29	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$555.83	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$699.81	0	$0.00	0	$0.00	8	$1,803.93	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	24	$ 4,526.10
	Constructability Review		8	$1,580.49	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,352.95	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	20	$ 3,901.86
	SUBTOTAL TASK BE		**40**	**$7,902.44**	**40**	**$6,762.90**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**44**	**$4,209.34**	**32**	**$4,446.63**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**20**	**$2,837.70**	**0**	**$0.00**	**16**	**$2,799.22**	**12**	**$1,691.19**	**62**	**$13,980.49**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**6**	**$968.43**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**272**	**$ 46,598.34**
Task 9 - WWVC	**West Valley City Station and Walls along 2700 W**																																																																
	Architectural Station Layout (1 sheet)		1	$197.56	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.48	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$939.70	12	$2,767.25	16	$1,957.86	0	$0.00	0	$0.00	34	$ 6,087.86
	Wall foundation design/review and coordination		2	$395.12	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$901.97	100	$14,883.30	88	$15,164.62	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	194	$ 31,345.04
	ATMS Design		1	$197.56	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	30	$2,370.00	0	$0.00	40	$7,032.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	77	$ 11,118.53
	Station Lighting Design		1	$197.56	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.48	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$ 197.56
	Landscape Design		2	$395.12	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	SM Sheets and cost estimate updates		2	$197.56	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	Spec updates		2	$395.12	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	QC		4	$790.24	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,054.67	4	$452.19	4	$357.07	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$1,352.95	8	$1,190.66	12	$2,067.91	16	$2,582.47	0	$0.00	0	$0.00	0	$0.00	8	$1,177.62	8	$973.95	0	$0.00	76	$ 12,001.91
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	Avenue work items included in fee below		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	ESI work items included in fee below		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	KCI work items will be performed within existing budget		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	SUBTOTAL TASK 9 - WWVC		**14**	**$2,765.85**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**30**	**$2,370.00**	**6**	**$833.74**	**46**	**$8,087.31**	**24**	**$2,713.10**	**44**	**$3,927.15**	**8**	**$1,135.09**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**32**	**$7,215.74**	**108**	**$16,073.96**	**100**	**$17,232.56**	**16**	**$2,582.47**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$939.70**	**12**	**$2,767.25**	**16**	**$1,957.86**	**40**	**$5,869.26**	**40**	**$4,879.77**	**8**	**$1,095.30**	**548**	**$ 92,965.15**
Task BE-SP	**Specs**																																																																
	100% Specification and M&P Refinements		12	$2,370.73	0	$0.00	0	$0.00	0	$0.00	8	$880.78	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$904.38	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	40	$9,019.67	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$1,879.41	8	$1,844.83	0	$0.00	0	$0.00	0	$0.00	84	$ 16,899.81
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$ -
	SUBTOTAL TASK BE-SP		**12**	**$2,370.73**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**8**	**$880.78**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**8**	**$904.38**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**40**	**$9,019.67**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**8**	**$1,879.41**	**8**	**$1,844.83**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**84**	**$ 16,899.81**
Task 8-CBC	**CBC Revisions**																																																															
	Coordination w/UTA		1	$197.56	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$688.30	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$ 886.86
	CBC Design Revisions		1	$197.56	0	$0.00	1	$135.10	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$450.98	24	$3,571.99	40	$6,893.02	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	68	$ 11,248.66
	Update Quantities		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.48	0	$0.00	8	$1,378.60	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	9	$ 1,604.10
	QC		0	$0.00	0	$0.00	1	$135.10	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$225.49	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$ 360.59
			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00

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EXECUTIVE SUMMARY

Avenue respectfully requests a contract change order for the Midvalley Connector Bus Rapid Transit (BRT) project to accommodate work outside of Avenue's original contract scope. Avenue's change order items are as follows:

1) 8E – Develop Advertisement Plans for Side Stations

Task 10b - Design privacy walls along 2700 west behind 4100 NB Side Station

a. Develop post and panel concrete wall design that meets West Valley City's specifications will run from the northeast corner of 4100 South and 2700 West to Westshire Drive. This wall will replace existing fences and run with the face of the wall along the existing Right-of-Way line.

b. Avenue will coordinate with third-party utility companies to finalize design.

c. TCE descriptions and plan sheets will be completed by Avenue for up to 8 parcels.

   i. One supplemental summary will be prepared, with eight easements, one each for eight properties.

   ii. Exhibits will not be prepared by Avenue ROW, the exemption from this requirement will continue from those summaries already prepared.

   iii. Existing Right of way and research has been done previously, similar to those summaries already prepared.

   iv. Final project ROW plans will have to be amended.

d. Coordinate design with West Valley City.

e. Hold one design review meeting (2 hours) to be held with UTA and West Valley City. Comment resolution to be completed through email acceptance.

Assumptions

a. Final design project scope of work to extend through August 1st, 2023.

b. Final typical section will include 5' patterned concrete park strip and 5' sidewalk in front of the wall. Existing curb and gutter to remain in place. New lighting, landscaping, and irrigation design will be completed by Jacobs.

c. West Valley City will exercise its franchise agreement with all utility companies along the project area to be relocated to accommodate the final sidewalk, park strip, and wall layout.

d. All right-of-way to be acquired by WVC.

e. Survey to be completed by ESI.

f. Any additional SUE to be completed by KCI.

g. Structural design/review to be completed by Jacobs.

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Midvalley BRT - MOD 2

Avenue Project No. 21.195 **Contract Mod** 2

PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Amelia Newkirk Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Isaac Lopez ROW Engineer	Jared Howland ROW Engineer	Jeff Searle ROW Lead	Mike Herbst ROW Engineer	Andrew Gemperline Principle	Total Hours	Cost
8E: Develop Advertisment Plans for Side Stations	**34**	**6**	**44**	**8**	**8**	**12**	**8**	**46**	**32**	**40**	**24**	**100**	**96**	**80**	**64**	**0**	**602**	**$ 82,155.13**
Task 10b: Privacy Wall Design on 2700 West	34	6	44	8	8	12	8	46	32	40	24	100	96	80	64	0	602	$ 82,155.13
Roadway, Drainage, Utility, Design	4		32		1	4		8										$ 6,082.49
Sheet creation and QC	2		4	8	2	4	8	2	16	20	12							$ 9,185.64
Quantities and Summaries	4	2	4		1	4		2	16	20	12							$ 7,192.36
Coordination with Jacobs, West Valley CIty, UTA, Third Party	16	4	2		2			32										$ 8,966.33
Design Review Meeting	8		2		2			2										$ 2,396.80
Right-of-Way for 8 parcels												100	96	80	64			$ 48,331.50
Summary of Hours	34	6	44	8	8	12	8	46	32	40	24	100	96	80	64	0	602	**$ 82,155.13**
Summary of Raw Labor Expense	$ 6,428.12	$ 1,681.26	$ 4,961.22	$ 1,038.73	$ 1,585.51	$ 1,410.72	$ 1,694.91	$ 6,035.50	$ 2,843.04	$ 3,881.32	$ 2,263.29	$ 11,480.21	$ 11,154.74	$ 14,761.08	$ 10,935.48	$ -		

Direct Expenses

Description	Rate	Quantity	Cost
Travel (mileage)	$ 0.625	0	$ -
Total			$ -

Total MOD

Labor Subtotal	$	82,155.13
Direct Expenses	$	-
Total	**$**	**82,155.13**

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Young, Nicholas

From: Charles Heaton <Charles.Heaton@esieng.com>
Sent: Wednesday, March 8, 2023 11:08 AM
To: Stremel, Doug; Young, Nicholas
Cc: Matt Peterson
Subject: [EXTERNAL] RE: MVBRT - Topo Fee Estimate

Doug,
Yes we will add it to the existing model for the project.

Thanks,

Charles Heaton, P.L.S.

ESI Engineering, Inc.
Civil :: Structural :: Land Survey

We've relocated to a new office:
4141 West 2100 South, Suite 100
West Valley City, Utah 84120
Direct: (801)747-5942

This email may contain confidential or privileged information. If you believe you have received it in error, please notify the sender immediately and delete this message without copying or disclosing it.

From: Stremel, Doug
Sent: Wednesday, March 8, 2023 11:04 AM
To: Charles Heaton <Charles.Heaton@esieng.com>; Young, Nicholas <Nicholas.Young@jacobs.com>
Cc: Matt Peterson <matt.peterson@esieng.com>
Subject: RE: MVBRT - Topo Fee Estimate

Charles,

For this Wall area we want to make sure the survey is knit in with the previous survey model (i.e. one model not 2 models). Cool with that covered in your fee?

Doug

From: Charles Heaton <Charles.Heaton@esieng.com>
Sent: Tuesday, March 7, 2023 10:48 PM
To: Stremel, Doug <Doug.Stremel@jacobs.com>; Young, Nicholas <Nicholas.Young@jacobs.com>
Cc: Matt Peterson <matt.peterson@esieng.com>
Subject: [EXTERNAL] RE: MVBRT - Topo Fee Estimate

Doug and Nick,
Sorry for not responding to your request sooner, both of your emails went to my spam and I didn't see until this afternoon. I am concerned there is survey field work that might take more time than usual as it appears that we will

need to be surveying in the backyards of these properties and getting access/permission can be time consuming. Please see the attached PDF of a cost estimate to do this survey work, I suspect that it will not take the full 20 hours of field survey crew time but wanted my estimate to be on the safe side if getting access is a problem. Snow cover and weather could also delay how quickly we can have a survey crew start this work, please let me know how soon you need it. Please call me tomorrow if you need to discuss this further.

Thanks,

Charles Heaton, P.L.S.

ESI Engineering, Inc.
Civil :: Structural :: Land Survey

We've relocated to a new office:
4141 West 2100 South, Suite 100
West Valley City, Utah 84120
Direct: (801)747-5942 Cell: (801)688-7268
Email: Charles.heaton@esieng.com

This email may contain confidential or privileged information. If you believe you have received it in error, please notify the sender immediately and delete this message without copying or disclosing it.

From: Stremel, Doug
Sent: Thursday, March 2, 2023 12:08 PM
To: Young, Nicholas <Nicholas.Young@jacobs.com>; Charles Heaton <Charles.Heaton@esieng.com>
Cc: Matt Peterson <matt.peterson@esieng.com>
Subject: RE: MVBRT - Topo Fee Estimate

Charles,

Matt had sent this over previously but we are no longer in need of the location along 4700 S near the new LDS.

follows:

SURVEYING AND MAPPING

Description of Activities:

Assumptions:

1. ESI will perform topographic survey, map utility data marked by KCI, and determine existing right of way within the following areas:
   - ~~i. At two additional station locations along 4700 South near the new LDS temple.~~
   - ii. At the northeast corner of 4100 South and 2700 West, along 2700 west approximately 300' from intersection.

Deliverables:

1. Provide PIN_extopo.dgn file
2. Provide PIN_Ex_points.dgn file
3. Provide PIN.dtm file.
4. Provide all SUE location data to KCI for their use.

expand survey limits per what Nick sent

See attached.

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Doug

Douglas Stremel, PE | Jacobs | Sr. Project Manager
O:+01.720.286.3562 | M:+01.303.746.7771 | doug.stremel@jacobs.com
717 17th Street | Suite 2750 | Denver, CO 80202 | USA

Browse our jobs!

From: Young, Nicholas <Nicholas.Young@jacobs.com>
Sent: Thursday, March 2, 2023 11:26 AM
To: charles.heaton@esieng.com
Cc: Stremel, Doug <Doug.Stremel@jacobs.com>; Matt Peterson <matt.peterson@esieng.com>
Subject: MVBRT - Topo Fee Estimate

Charles,
With Matt's absence, will you please provide a fee estimate for topographic survey along 2700 W? Please see the attached exhibit and email for reference. We need topo along 2700 W and 10-ft into the properties as there is a proposed wall being constructed at this location. Please let Doug or me know if you have any questions or concerns.

Thanks,
Nick

Nicholas Young, PE, PTOE | Jacobs | Project Manager
O: 720.286.6262 | Nicholas.Young@Jacobs.com
717 17th Street, Suite 2750 | Denver Colorado 80202 | USA
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Mid-Valley BRT - Taylorsville - Additional Survey Costs - Out of Scope

Task Description	Senior Project Manager (PLS)	Project Manager / Principal (PLS)	Staff Land Surveyor (PLS)	Survey Cadd Designer	Survey Party Chief	Survey Tech. I	Survey Tech. II	LABOR HOURS	DIRECT LABOR
	63.00	58.00	53.00	42.50	33.00	29.00	26.00		
Additional Topo for Wall on 2700 West		6		3	20	20		49	$1,715.50
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
Total Direct Labor	0	6	0	3	20	20	0	49	$1,715.50

Overhead (112.58% of Direct Labor)	$1,931.31
Direct Labor Cost	$1,715.50
Subtotal Labor	$3,646.81
Fixed Fee (11% of Subtotal Labor)	$401.15
TOTAL LABOR	$4,047.96

ESI Engineering, Inc.
4141 S. 2100 W. , Suite 100
West Valley City, Utah 84120
(801)263-1752
www.esiengineeringinc.com

Direct Costs	Quantity	Rate	
Mileage	30	0.45	$13.50
GPS/Survey Equipment	15	45	$675.00
			$0.00
		TOTAL DIRECT COSTS	$688.50
PROJECT TOTAL	**$4,736.46**		

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707 17th Street, Suite 2750
Denver, Colorado 80202

T 720-286-6262
www.jacobs.com

March 10, 2023

Attn: Andrea Pullos, PE
Project Manager
Capital Construction
Utah Transit Authority
Salt Lake City, Utah 84101

Project Name: Midvalley Bus Rapid Transit Design
Project No: Contract #21-03502BM

Subject: Change Order #17: Final Advertisement Set

Dear Andrea,

Jacobs is requesting a contact modification for additional services to provide final advertisement plans, specifications, and estimate. The following tasks were identified in support of the preparation of final advertisement set to be performed by the Midvalley BRT Design Team:

- Additional Project Management in support of the work elements
- Final Advertisement plans and specifications including support and one revision during advertisement (all disciplines)
- Right-of-Way support during acquisition process (answering questions, providing figure updates)
- Additional coordination and logistics determination for owner furnished items

The total estimate cost for the above changes is estimated at $283,332.27.

The following page includes a detailed scope for the items listed above.

Please let me know if you have any questions and I appreciate your consideration of this request.

Thank you,

Nicholas Young

Nicholas Young, PE
Project Manager

720-286-6262
Nicholas.Young@Jacobs.com

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Detailed Scope of Work

Project Management

- Project Management and coordination (May 2023 through September 2023)
- Invoice, Schedule, and Budget
- Internal/External Project Meetings
    - Periodic UTA Meetings (10 mtgs at 1 hr) – 2 people
    - Periodic Internal Meetings (5 mtgs at 1 hr) – 12 people
    - Periodic Design Mtgs w/UTA (10 mtgs at 1.5 hrs) – 2 people
- Assumptions
    - Assumes Advertisement date in early to mid-August
    - Meetings up to the hours and individuals provided

Final Advertisement plan and specifications

- Finalize plan sheets for advertisement
    - All disciplines
- Finalize specifications for advertisement
- Review Safety & Security checklist
- Support UTA in answering questions during advertisement
- Prepare addendum to advertisement
- Assumptions
    - One addendum to plans and specifications

Right-of-Way Support during ROW acquisition

- Answer miscellaneous questions from appraisers and/or UTA
- Provide updates to ROW exhibits as requested by UTA
- Assumptions
    - Budget up to 48 hours

Station and Transit Owner Furnished Items

- Develop additional details and logistics for Owner Furnished Contractor Installed Items
    - Manufactures and part item numbers
    - Timeframe and commitments to contractor
    - Plans from UTA (organized by Design Team)
    - Contact persons or departments
    - Order sheet for all UTA items
- Develop additional details and logistics for Owner Furnished Owner Installed Items
    - Manufactures and part item numbers
    - Timeframe and commitments to contractor
    - Plans from UTA (organized by Design Team)
    - Contact persons or departments
    - Order sheet for all UTA items

- Other Assumptions: DSDC support not in this contract

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Jacobs
Midvalley Connector
Advertisement/DSDC Fee Estimate,
Change Order 17
March 2023

| | | |

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EXECUTIVE SUMMARY

Avenue respectfully requests a contract change order for the Midvalley Connector Bus Rapid Transit (BRT) project to accommodate work outside of Avenue's original contract scope. Avenue's change order items are as follows:

1) **Project Management:**

To support the evolving design phases of the BRT, the following items require additional project management activities:

a. Project Management to extend through September 20th, 2023. Additional time included to respond to any questions during advertising.

b. Hold Internal Team meetings for final coordination and project updates. Meetings will be 1hr long and will occur twice.

c. Attend Consultant Design Team meetings to coordinate remaining items.

d. Attend eight (8) – 1hr UTA weekly meetings (March 1st through August 1st)

e. Attend eight (8) – 1hr UTA Design Team meetings (March 1st through August 1st)

f. Refine specifications package to incorporate UDOT and APWA specials as needed.

g. Provide support for remaining parcels currently in ROW acquisition process.

Assumptions

a. Project scheduled to advertise on August 3rd, 2023.

b. Any additional work required after bid opening, will not be included in this change order.

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Midvalley BRT - MOD 3

Avenue Project No. 21.195 **Contract Mod** 3

PROJECT ACTIVITIES	Blair Tomten Project Manager	Jeremy Christensen Design Oversight	Amelia Newkirk Roadway Design	David Webb Roadway Design	Brian Shewell Drainage Lead	Nick Stephens Drainage Design	Santiago Loaiza Utility QC	Spencer Taylor Signals Lead/Utility Design	Bailey Nielson CADD Design	Ramin Hameedi CADD Design	Conrad Anderson CADD Support	Celeste Madsen Admin	Andrew Gemperline Principal	Total Hours	Cost
1: Project Management	**74**	**24**	**10**	**2**	**14**	**2**	**2**	**14**	**2**	**2**	**2**	**6**	**20**	**174**	**$ 35,249.07**
Task 1: Project Management	74	24	10	2	14	2	2	14	2	2	2	6	20	174	$ 35,249.07
Internal Team Meetings (2, 1-hr meetings)	4	4	2	2	2	2	2	2	2	2	2			26	$ 4,240.28
Attend Team (Avenue/Jacobs) Meetings (4, 2-hr meetings)	8	4	8		8			8						36	$ 6,170.54
Attend UTA Design Meeting (8, 1-hr meetings)	8	2			2			2						14	$ 2,731.71
Specifications (Meetings & Coordination)	8	8												16	$ 3,754.18
Coordination with Jacobs, UTA, Cities, and Subs	24	4			2			2					20	52	$ 13,140.43
ROW Coordination	8													8	$ 1,512.50
Review/Process Consultant Invoices	6											6		12	$ 1,626.50
Contract Modifications	8	2												10	$ 2,072.92
Summary of Hours	74	24	10	2	14	2	2	14	2	2	2	6	20	174	**$ 35,249.07**
Summary of Raw Labor Expense	$ 13,990.61	$ 6,725.05	$ 1,127.55	$ 259.68	$ 2,774.64	$ 235.12	$ 423.73	$ 1,836.89	$ 177.69	$ 194.07	$ 188.61	$ 492.13	$ 6,823.30		

Direct Expenses

Description	Rate	Quantity	Cost
Travel (mileage)	$ 0.625	0	$ -
Total			$ -

Total MOD

Labor Subtotal	$	35,249.07
Direct Expenses	$	-
Total	**$**	**35,249.07**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- **UTA Headquarters Design Team**
- **UTA Headquarters Construction Design Advisor**
- **Farebox Re-Key Project**
- **FrontRunner On-board WIFI Support and State of Good Repair**
- **ADA Transit Vans for 5310 Program Recipients**
- **New Human Resources Information System Software**

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:

- ***UTA Headquarters Design Team.*** This solicitation is for a design firm to design UTA's new mixed-use Headquarters building. The design work will be done in several phases with major decision points along the way. The first phase will only go through 10% design, the second phase will go through 30% design, the third phase will complete design documents, and the fourth phase will complete construction documents. This phased approach will allow the agency maximum flexibility to pursue, modify, or

eliminate the project. The first phase of the project is included in the approved 2023 Capital Projects budget as MSP262. This contract will be for a term of 5 years, and the procurement will be conducted as an RFQu where award will be given to the most qualified firm. (Req. 11901, Sean Murphy)

- ***UTA Headquarters Construction Design Advisor.*** This solicitation is for a pre-construction advisor who will work closely with the design team and will act in an advisory role throughout the design phases of the UTA Headquarters building project. This is a service that large general contractor firms are familiar with. After all design phases are completed, the construction advisor will have the opportunity to submit a GMP (guaranteed maximum price) for the construction phase. If UTA accepts that price, we will add an amendment to the original contract for construction services under a CMGC (construction manager/general contractor) format. A pre-submittal meeting was held on March 15th with approximately a dozen interested firms. We received positive feedback about the project itself and this project delivery format (construction advisor / CMGC). This phase of the project is included in the approved 2023 Capital Projects budget as MSP262. This contract will be for a term of 5 years, and the procurement will be conducted as an RFQu where award will be given to the most qualified firm. (Req. 11906, Sean Murphy)

- ***Farebox Re-Key Project.*** This is a procurement to contract with a firm to re-key all of UTA's bus fareboxes, lockboxes, receiver vaults and pedestals. In response to a recommended action described in a 2019 internal controls assessment UTA needs to rekey the legacy fareboxes, which will mitigate the risk of unknown keys remaining in circulation and minimize the risk of theft of cash fares collected. There are 700 farebox internal bullet keys, 700 cashbox internal locks, 8 vault receiver keys, and 8 pedestal keys. The contract will be for a term of 1 year and funding is included in the 2023 Capital projects budget as project code ICI222. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 11888, Jerry Van Wie)

- ***FrontRunner On-board WIFI Support and State of Good Repair.*** This is a procurement to contract with a firm to provide support for, and upgrades to the onboard Wi-Fi system on FrontRunner. The current contract is due to expire later this year, so we are beginning the procurement early to ensure continuity of service for our riders. The new contract will specify new requirements for service and upgrades we would like to make to the system. Funding for this project is included in the approved 2023 budget and will be a combination of Capital Projects budget and IT Operations Expense budget. This contract will be for a term of 5 years and the procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 11874, Jarvie Curtis)

- ***ADA Transit Vans for 5310 Program Recipients.*** This procurement is to purchase up to 40 ADA Transit vans over 5 years for recipients of the FTA's section 5310 grant funds for enhanced mobility of seniors and individuals with disabilities. As the designated recipient for FTA 5310 funds for Utah's Urbanized Areas (UZAs) UTA is responsible for procuring all capital items more than $3,000 for all sub-awards to ensure federal procurement rules are followed. 80% of the funds to purchase each vehicle is paid from UTA managed FTA 5310 funds, and 20% is paid by the subrecipient prior to delivery of the vehicle. No UTA local funds will be used for these vehicles and UTA has no ongoing operations or maintenance obligation beyond monitoring subrecipient compliance through the federal useful life of the vehicles as outlined in the UTA 5310 Program Management Plan. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 11886, Christy Allen)

- ***New Human Resources Information System Software.*** The UTA Chief People Office is seeking to procure a new HRIS system that is more user-friendly and intuitive for end users. The goal is to have a fully

integrated system that will allow employee self-service for the application process, benefits elections, and employee updates, such as name changes and address changes. The system will also automatically generate workflow for HR employees to process such as onboarding, benefits, transfers, promotions, demotions, and terminations, etc.. Ultimately this will eliminate the manual entry processes and monitoring of data. A comprehensive People Office Suite will also allow us to consolidate and streamline many of our one-off solutions (internal and external) that are used to manage the many functions associated with the employee life cycle. This contract will be for a term of 3 years, plus two 1-year options for extension. Funding for this project was included in the 2023 Capital budget as project code ICI228. This procurement will also be conducted as an RFP. (Req. 11898, Gregg Petersen)

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Megan Waters, Community Engagement Director Kensey Kunkel, Mgr. Business Development and Sales

TITLE:

Fare Agreement: Special Events Agreement (Utah Arts Festival)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize executive director to enter a special events fare agreement with the Utah Arts Festival

BACKGROUND:
UTA has historically partnered with events to allow attendees to use their event ticket as fare on the UTA system. Event tickets are printed with the UTA logo and specific wording that identifies the ticket as valid transit fare for the date identified on the event ticket. This partnership is formalized through an Event Pass Agreement that is negotiated by the Fares team and approved by the Board of Trustees. UTA Fare Policy allows staff to present to the Board of Trustees for approval complimentary fare provided for events in exchange for advertising value or other forms of recognitions that promote collaboration with the Authority.

Utah Arts Festival and Utah Transit Authority are strategic partners who work to get more members of their community out of their cars and onto public transportation. In that spirit of partnership, UTA will partner with the Festival to offer ticket as fare to event attendees on the days of the event, including a pre-festival concert.

DISCUSSION:
Staff recommends partnering with the Utah Arts Festival as described above for the upcoming festival taking place June 22-25, 2023. In exchange for the transit fare, Utah Arts Festival agrees to give UTA a table during the event, a banner with winning artwork from My BeUTAHful Community Student Art Competition, logo inclusion, pre-Festival marketing efforts such as print ads, on-site logo recognition in association with a Festival program for all three days, 40 general admission tickets to the Utah Arts Festival and 8 tickets per day to the

Hospitality Patio. The event sponsor has valued this sponsorship package at twenty-five thousand dollars ($25,000).

CONTRACT SUMMARY:

Contractor Name:	Utah Arts Festival
Contract Number:	23-F0341
Base Contract Effective Dates:	April 12, 2023 - June 25, 2023 (event is June 22 - 25, 2023)
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$19,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with Utah Arts Festival for ticket as fare, requiring attendees to utilize other fare alternatives.

FISCAL IMPACT:

Based on estimated utilization over the three days, the forgone revenue value of this ticket as fare event is estimated at $19,000. The sponsorship package is valued at $25,000 by the event sponsor.

ATTACHMENTS:

Contract

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SPECIAL EVENTS AGREEMENT
Tickets for Transit

This Special Events Agreement-Tickets for Transit ("Agreement") is entered into on April 12, 2023, by and between Utah Arts Festival ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA hereafter collectively referred to as the "parties" and either of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host a Utah Art Festival ("Event") on the following date(s): June 23-25, 2023 and at the following location: Library Square, 200 East 400 South, Salt Lake City, Utah 84101 ("Venue"); and

WHEREAS Sponsor desires to procure transit passes for transportation to its Event using UTA's transit system; and

WHEREAS UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

SECTION I: DEFINITIONS

1.1 The term **"Base Service"** means public transit service as produced in UTA's ordinary operations and published at www.rideuta.com.

1.2 The term **"Effective Date"** shall mean April 12, 2023, unless the parties agree otherwise above.

1.3 The term **"Sponsor"** means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

DocuSign Envelope ID: 24B68C98-A0E5-4BA3-B17F-292459B49037

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the "Tickets for Transit Pass").

2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders ("Authorized Users") attending the Event(s) at the Venue.

3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at $25,000 (see Exhibit A "Marketing Package"). The marketing package shall promote use of UTA's transit system and shall be subject to pre-approval by UTA.

4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through June 25, 2023.

5. Pass Recognized as Fare Payment. An Authorized User's event ticket shall also serve as a transit pass when: (1) printed with the wording "Valid as UTA fare on the date indicated" or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee's ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.

6. Use of the UTA Logo.

   a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

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b. The UTA Logo shall be used in a professional manner on all Event tickets; on banners around the Art Yard fencing, one VIP area, on Sponsor Tower near the Main Stage, on sponsor page of UAF.org with link, and in mutually agreed upon advertising for the event (may include TV, radio, and/or print).

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.

8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

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10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.

11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

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DocuSign Envelope ID: 24B68C98-A0E5-4BA3-B17F-292459B49037

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR

By: DocuSigned by: Molly Bitton 9B3B42A0CF6F4D5... Date: 3/15/2023

Name: Molly Bitton

Title: Development Director

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Name:
Title

By: _____ Date: _____
Name:
Title:

Approved as to Form:

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 3/14/2023
Mic
Assistant Attorney General
Counsel for UTA

DocuSign Envelope ID: 24B68C98-A0E5-4BA3-B17F-292459B49037

Exhibit "A"
Example Marketing Package

Value of Package: **$25,000**

Details of Package:

PRESTIGIOUS PARTNER – $25,000 – $49,000
All recognition benefits listed above, plus:

- Logo recognition on our commercial, which will run on local television in the weeks leading up to the Festival.
- Opportunities for program exclusivity or category exclusivity.
- Brand activation opportunities associated with selected program prior to or during the Festival. Possibility of an on-site booth will be based on planned activities and alignment with Festival programming. Limited availability.
- 200 general admission tickets to the Utah Arts Festival.
- 50 VIP Day Passes with access to all three VIP areas for one day of your choice.

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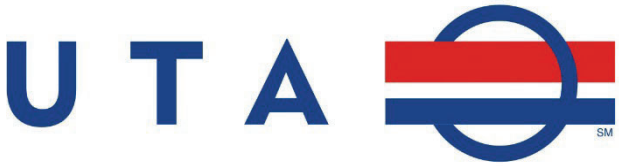
Exhibit "B"
UTA Logo



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Bill Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Business Development
	Iman Nazarinia, Sr. Sales Representative

TITLE:

Fare Agreement: Special Events Agreement (Utah Film Center)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to enter the Special Events Agreement with the Utah Film Center

BACKGROUND:
Tumbleweeds Film Festival is organized by staff at the Utah Film Center. It is a film festival for children and youth which features films from around the world and provides culturally-enriching, curated film, and media arts workshops for younger audiences, and is the only film festival for children in the Intermountain West. The staff of the festival conduct specific outreach to refugee and other populations who often don't have transportation options to get to the festival. UTA has historically partnered with Tumbleweeds Film Festival to allow ticket holders to ride to the festival free of charge using their event ticket, including their Festival in May of 2022.

The festival will once again take place April 19-23, 2023 at the Viridian Event Center in West Jordan, Utah. Both UTA and the festival desire to partner together to provide transit fare for ticket holders to ride to this year's festival when using their event ticket. In lieu of monetary donation, the festival will provide UTA with a marketing package valued at $2,500 that includes promotional recognition and event benefits (details can be found in Exhibit A "Marketing Package" of the contract).

DISCUSSION:

In the spirit of partnership, UTA and the Utah Film Center will enter a Special Events Agreement for the Tumbleweeds Film Festival taking place April 19-23, 2023. The festival will provide UTA with a marketing package in lieu of monetary exchange. This will give an estimated 3,500 ticket holders access to UTA services on the day of the event as printed on the holder's ticket.

CONTRACT SUMMARY:

Contractor Name:	Utah Film Center
Contract Number:	23-F0340
Base Contract Effective Dates:	April 15, 2023 - April 24th, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$2,600
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with the Utah Film Center for ticket as fare, requiring attendees to utilize other fare alternatives.

FISCAL IMPACT:

It is estimated that the total forgone revenue for this event is $2,600 and was calculated using estimated ridership multiplied against the public fare rate.

ATTACHMENTS:

Special Events Agreement

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SPECIAL EVENTS AGREEMENT
Tickets for Transit

This Special Events Agreement-Tickets for Transit ("Agreement") is entered into on April 15, by and between Utah Film Center ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA hereafter collectively referred to as the "parties" and either of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host a Tumbleweed Film Festival for Kids ("Event") on the following date(s): April 19-23, 2023 and at the following location: Viridian Event Center, 8030 South 1823 West, West Jordan, Utah 84088 ("Venue"); and

WHEREAS Sponsor desires to procure transit passes for transportation to its Event using UTA's transit system; and

WHEREAS UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

SECTION I: DEFINITIONS

1.1 The term **"Base Service"** means public transit service as produced in UTA's ordinary operations and published at www.rideuta.com.

1.2 The term **"Effective Date"** shall mean April 15, 2023, unless the parties agree otherwise above.

1.3 The term **"Sponsor"** means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

DocuSign Envelope ID: 5553A8F3-E5CA-4A23-A67A-D63B87270957

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the "Tickets for Transit Pass").

2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders ("Authorized Users") attending the Event(s) at the Venue.

3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at $2,500 (see Exhibit A "Marketing Package"). The marketing package shall promote use of UTA's transit system and shall be subject to pre-approval by UTA.

4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through April 24, 2023.

5. Pass Recognized as Fare Payment. An Authorized User's event ticket shall also serve as a transit pass when: (1) printed with the wording "Valid as UTA fare on the date indicated" or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee's ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.

6. Use of the UTA Logo.

   a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

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b. The UTA Logo shall be used in a professional manner on all Event tickets; on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Event.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.

8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

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10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.

11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

Remainder of page left intentionally blank

DocuSign Envelope ID: 5553A8F3-E5CA-4A23-A67A-D63B87270957

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR

By: DocuSigned by: Mariah Mellus 904F5DE421FE4D2... Date: 3/6/2023

Name: Mariah Mellus

Title: EXECUTIVE DIRECTOR

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Name:
Title

By: _____ Date: _____
Name:
Title:

Approved as to Form:

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 2/28/2023
Michael Bell
Assistant Attorney General
Counsel for UTA

DocuSign Envelope ID: 5553A8F3-E5CA-4A23-A67A-D63B87270957

Exhibit "A"
Example Marketing Package

Value of Package: **$2,500**

Details of Package:

$2,500 to $4,999

Promotional Recognition

- Share on-screen recognition before each Festival film and Field Trip
- Linked logo on our website
- On-site branding activation (upon request)
- Listing on promotional materials, printed program, and onsite signage*

Ticket & Event Benefits

- Reserved spots to a special guest meet and greet
- Day passes for your organization to share
- Text for internal communication to engage employees around your sponsorship (upon request)

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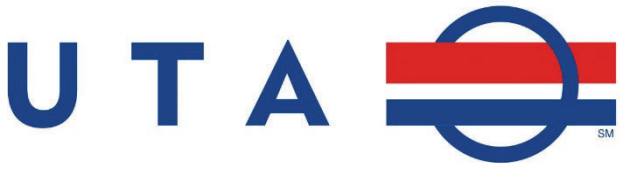
Exhibit "B"
UTA Logo



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Business Development and Sales

TITLE:

Fare Agreement: Salt Lake City Marathon Service and Pass Agreement (High Altitude Special Events "HASE")

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to execute a Service and Pass Agreement (contract #23-F0343) with High Altitude Special Events (HASE) for the Salt Lake Marathon in the amount of $10,270.

BACKGROUND:

UTA and High-Altitude Special Events ("HASE") have historically worked together to provide transportation to and from its event, the Salt Lake City Marathon ("Marathon").

In previous years to assist riders in reaching the start line, UTA augmented existing morning TRAX service to include 12 additional trips starting at 3:00 AM. This is about 2 hours before regular service starts. This additional early morning service was open to all the riding public and was paid for by HASE at a negotiated rate calculated to cover UTA's operating and additional police support costs. Additionally, HASE partnered with UTA to pay the transit fare for Marathon participants/runners. Runner's bibs, race shirts, and volunteer shirts were accepted as valid fare to ride transit on the day of the event. This is considered by UTA to be "ticket-as-fare."

Both parties desire to continue this partnership for the 2023 Marathon.

DISCUSSION:
The Marathon will take place on Saturday, April 22, 2023. As part of the agreement, UTA will provide

additional morning service on TRAX to assure participants get to the start line in time for the race start. UTA will also provide additional police support that will be paid for by HASE. The price of the additional police support is $3,520 (see fiscal impact section for additional details).

UTA will also partner with HASE to provide ticket-as-fare. Marathon runners may use their race bib to ride UTA services on the day of the event. The value of the fare is estimated to be $6,750 and is based on historical usage of UTA service (see fiscal impact section for additional details).

ALTERNATIVES:

1. Do not offer early morning service to the Marathon and require HASE to make alternate arrangements.
2. Require HASE to pay for the additional transit service

FISCAL IMPACT:

The total value is estimated to be $10,270 and is detailed below:

Item	Price
Police Service *(8 officers for 8 hours at the rate of $55 per hour)*	$ 3,520
Participant Passes	$ 6,750
Additional TRAX service	**$ 0**
Total Contract Value	**$ 10,270**

ATTACHMENTS:

Contract

DocuSign Envelope ID: 5C786B09-D3DF-40E8-8EB2-EE8B089753D9

SALT LAKE CITY MARATHON SERVICE AND PASS AGREEMENT

This Salt Lake City Marathon Pass Agreement ("Agreement") is made this 12 day of April, 2023 ("Effective Date") between CRESM, LLC dba HIGH ALTITUDE SPECIAL EVENTS ("HASE" or "SPONSOR")), an Illinois Corporation, whose address is 2221 W 43rd Street, Chicago, IL 60609, and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA").

RECITALS

WHEREAS HASE is sponsoring a Marathon in Salt Lake City, Utah on April 22, 2023 ("Marathon" or "Event") and anticipates over 2,000 participants;

WHEREAS both UTA and HASE recognize the benefits of providing public transportation services to individuals participating in the Marathon, which will reduce congestion, improve the quality of air and the environment, and limit the amount parking needed; and

WHEREAS UTA provides light rail service in and around Salt Lake City and is willing and able to assist in providing additional TRAX and Police services for Marathon participants; and

WHEREAS SPONSOR is willing to pay for additional TRAX and UTA police services; and

WHEREAS Sponsor desires that Event items as described below be accepted by UTA as valid fare for transportation to its Event using UTA's transit system; and

WHEREAS UTA is willing to allow Event items to be accepted as valid fare and will accept payment-in-kind for fares from Sponsor consisting of marketing and promotional activities for the UTA transit system; and

AGREEMENT

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

1. Additional TRAX Early Service, Police and Participant Passes.

   A. Additional TRAX and Police Service. UTA agrees to provide eleven early service TRAX train, beginning at 4am and ending at the commencement of regular service, and consisting of six trains on the Red Line and five trains on the Blue Line to provide transportation for Marathon participants to the Marathon's starting line at the

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University of Utah Medical Center. These additional TRAX trains are open to the public and are not for the exclusive use of Marathon participants.

B. Additional Police Services. UTA agrees to provide two UTA sergeants and six transit police officers to offer police services on TRAX trains and UTA transit facilities for eight hours on the date of the Marathon.

C. Participant Passes UTA agrees to accept Participants' Race Bibs, Race Official shirts, and Race Volunteer shirts (Authorized Proof of Fare) as valid fare for travel on TRAX trains, local bus routes, and FrontRunner trains ("Authorized Services") on the date of the Marathon. Race bibs, Race Official shirts, and Race Volunteer shirts will not be accepted as valid fare on any other UTA service, including but not limited to, Paratransit service, express bus service, Park City Connect Service, or Ski Bus service. A Marathon participant's failure to present a race bib, Race Official shirt, or Race Volunteer shirt while traveling on Authorized Services on the date of the Marathon may result in the issuance of ejection from the train or bus, a citation and/or fine. Race bibs, Race Official shirts, and Race Volunteer shirts are not transferrable for the purposes of travel on Authorized Services and shall not be accepted as valid fare on any other date.

2. Payment for Police Service and Participant Passes. The value of Police Services and Participant Passes provided by UTA to HASE is $10,270 as shown in the table below. UTA shall invoice HASE for the amount no later than April 14, 2023. HASE shall pay the amount invoiced within thirty (30) days of the date of invoice. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid thirty (30) days from date of invoice.

Item	Price
Police Service *(8 officers for 8 hours at the rate of $55 per hour)*	$ 3,520
Participant Passes	$ 6,750
Additional TRAX service	**$ 0**
Total Contract Value	**$ 10,270**

3. Public Transit Services. The Parties understand that the transit services being purchased under this Agreement are public transit services. As such, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Official Race Bib, Race Shirt or Volunteer Shirt as Authorized Proof of Fare to UTA bus operators and fare inspectors. Users who do not have possession of Authorized Proof of Fare must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

4. Term. This Agreement is applicable to the Salt Lake Marathon to be held on April 22, 2023 and to no other event of occasion.

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5. Termination. Either party may terminate this Agreement, with or without cause, by delivering written notice to the other party fourteen (14) days prior to the stated date of termination. If either party terminates this Agreement after April 14, 2023, the non-terminating party is entitled to its costs reasonably incurred in anticipation of performance of this Agreement.

6. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

8. 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.

9. Notices. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

HASE: Steve Bingham-Hawk 11485 Old US Highway 285 Suite 202 Conifer, CO 80433 Phone: 720-608-4715 Email: steve@highaltitudeevents.com	Utah Transit Authority: Kensey Kunkel 669 West 200 South Salt Lake City, Utah 84101 801-741-8806 kkunkel@rideuta.com

10. Intent to be Legally Bound. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

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11. Non-Discrimination. HASE agrees that it 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.

12. Successors and Assigns. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

13. Amendments. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

14. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

15. Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

16. Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

17. Force Majeure. In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupt bus service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its employees and passengers, and the protection of its buses. UTA shall not be liable for damages if service is terminated or curtailed under this provision.

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IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By _____
Monica Morton
Fares Director

By _____
Kensey Kunkel
Mgr. Business Development- Sales

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Legal Counsel

CRSEM, LLC dba
HIGH ALTITUDE SPECIAL EVENTS

By _____
Steve Bingham-Hawk
Regional Director

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	William Greene, Chief Financial Officer

TITLE:

TBA2023-04-01 - Technical Budget Adjustment - FTE Request for UTA Operating Program Support

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Approve staffing request to add three FTEs to the Operating program to support the following activities:

1. One Strategic Analyst for the People Office
2. One Office Administrator for the CFO's Office
3. One Policy Analyst for the Board of Trustees Office

BACKGROUND:
Since the 2023 Budget was adopted in December 2022, several needs have emerged across the organization.

1. One Strategic Analyst for the People Office

This is a key position that will be needed to assist UTA in meeting the requirements of our Organizational Excellence Strategic outcome identified in the Board of Trustees strategic plan. This position will lead the implementation of the management model including data and visual management for the People Office.

2. One Administrative Assistant for the CFO's Office

The new incoming CFO will need an administrative assistant. The old position was repurposed in 2021 to support remote mail delivery and warehouse functions. The outgoing CFO did not have an administrative assistant.

3. One Policy Analyst for the Board of Trustees Office

This position will perform general research on policy and governance matters, conduct analysis and oversee projects for the Board Office.

DISCUSSION:
Following the adoption of the 2023 Budget, the Executive Director conducted a review of unmet/unfunded staffing needs. Several requests emerged. After discussions with the Executive Team, three requests were prioritized for Board consideration.

In 2023, these positions will be funded with anticipated Agency underruns. The costs will be included in the 2024 base budget calculation.

ALTERNATIVES:
The Board could choose to deny these requests. This would require restructuring of existing staff duties, repurposing of existing positions, and inefficiencies.

FISCAL IMPACT:
2023 Impact - $234,000

These partial year funding requests can be absorbed in 2023.

Ongoing Impact for compensation and fringe:

1. One Strategic Analyst for the People Office

Estimated annual salary and wages	$122,000

2. One Office Administrator for the CFO's Office

Estimated annual salary and wages	$ 84,000

3. One Research Analyst for the Board of Trustees Office

Estimated annual salary and wages	$133,000
Total estimated ongoing annual impact	**$339,000**

ATTACHMENTS:

- TBA2023-04-01 - Technical Budget Adjustment, Exhibit A

Technical Budget Adjustment Staffing
Exhibit A

12-Apr-23

Request							
Position	**Office**	**Department**	**FTE**	**2023 Cost**	**2024 Cost**	**Funding Program**	**Information**
Strategic Analyst	People Office	Chief People Officer	1.0	$ 83,000	$ 122,000	Operating	Helps People Offce meet the requirements of our Organizational Excellence Strategic outcome identified in the Board of Trustees strategic plan.
Policy Analyst	Board of Trustees Office	Board Governance	1.0	$ 90,000	$ 133,000		This position will perform general research on policy and governance matters, conduct analysis and oversee projects for the Board Office.
Office Administrator	Finance	Office of the CFO	1.0	$ 61,000	$ 84,000	Operating	The new incoming CFO will need an administrative assistant. The old position was repurposed in 2021 to support remote mail delivery and warehouse functions.
		Total Technical Budget Adjustment	**3.0**	**$ 234,000**	**$ 339,000**		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/12/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Bill Greene, Chief Financial Officer
PRESENTER(S):	Bill Greene, Chief Financial Officer Todd Mills, Director of Supply Chain

TITLE:

UTA Policy - UTA.02.01 Spending Authority

AGENDA ITEM TYPE:
UTA Policy

RECOMMENDATION:
Adopt UTA Policy UTA.02.01 Spending Authority Policy with proposed edits as detailed below.

BACKGROUND:
The last revision to this policy was made on February 23, 2022.

DISCUSSION:
UTA Policy UTA.02.01 Spending Authority Policy will be updated with the following changes:

- The requisition approval levels below have been changed to help streamline the process and reduce the time to procure a product or service.
- Requisitions $200,000 or more used to require the Executive Director's approval. This has been changed to only require the department's Director and Chief Officer's approval.
- Requisitions for Capital Development, Capital Construction, and Capital Asset departments 3700, 6800, or 6820 only require Project Manager and Director approvals.

ALTERNATIVES:
If this policy update is not adopted, the current UTA.02.01 Spending Authority policy would remain in effect without the proposed updates above.

FISCAL IMPACT:
N/A

ATTACHMENTS:
UTA.02.01 Spending Authority

UTAH TRANSIT AUTHORITY POLICY

No. UTA.02.01

SPENDING AUTHORITY

1) Purpose.
This Policy is intended to ensure the fiscally sound management of UTA monies by identifying employees who may expend and authorize the expenditure of UTA funds and the levels up to which employees may expend such funds.

2) Definitions.
"Chair of the Board" means the Chairperson of the UTA Board of Trustees who is also the senior executive over the Board of Trustees department.

"Chief" means the senior executive classified as a Chief by job code classifications maintained by UTA's Human Resources Department.

"Director" means any employee classified as a Director, Senior Manager, Regional General Manager, Service General Manager, or Comptroller by job code classifications maintained by UTA's Human Resources Department.

"Executive Director" means the senior-most executive over the agency reporting directly to the UTA Board of Trustees, who is also executive over the Executive Director department.

"Inventory" means items that are Requisitioned, purchased, received, stored, tracked, counted, and otherwise maintained in the JD Edwards Inventory system.

"Manager" means any employee classified as a Manager, Project Manager, Assistant Treasurer, or Senior Program Manager by job code classifications maintained by UTA's Human Resources Department.

"Micro Purchase" means a purchase of Goods or Services that do not cost more, in the aggregate, than $10,000.

"Other Disbursement" means any request for payment not previously defined under the Petty Cash, P-card, or Requisitions section of this policy.

"Petty Cash" means small amounts of cash to be disbursed for expenditures where it is not sensible to make disbursement by any other means.

"P-Card Purchase" means a purchase of goods or services involving the use of a UTA-issued credit card.

"Requisition" means an authorization to procure goods or services with UTA funds in a form approved by the UTA Supply Chain Department.

"Table A" means the Table A attached below setting forth the approval requirements of UTA.

"Utility Manager" means the employee classified as a Utility Manager by job code classification maintained by UTA's Human Resource Department.

3) Policy

All expenditures at UTA should meet three criteria:

- Proper documentation retained
- Proper processes are followed
- Proper authority to authorize the expenditure

A. Purchasing documentation and processes

1. Purchases up to $5,000 – Where Vendors will accept credit cards as payment, and do not charge additional fees for credit card payments.

Using a UTA issued Purchasing Card (P-Card), department staff will make company purchases under $5,000 (per occurrence) from a vendor they have determined can perform the work or provide the item(s). UTA has provided the P-Card program as an efficient and effective method for payment for these types of transactions. For vendors that accept credit cards, this should be the first payment choice for departments.

a. Refer to UTA's Purchasing Card SOP for processes, guidelines, and restrictions of use.

2. Purchases within this threshold may be made without soliciting multiple quotations. **Purchases up to $5,000 – Where Vendors will not accept credit cards as payment or charge additional fees for credit card payments.**

For vendors that do not accept P-cards, you may have the vendor bill UTA for the goods/services purchased or submit a Requisition in JD Edwards for procurement to execute the purchase. Invoices under $5,000 should be sent as soon as possible to AP@rideuta.com so payment can be made within 30 days of approved receipt of goods or services. If there is a bill of lading (BOL) or shipping receipt for the purchase, this must be included in the submitting department's documentation. Accounts Payable personnel will obtain invoice payment approval through an electronic process designated by the Comptroller.

3. **Purchases $5,000 - $9,999**.

A Requisition must be submitted, and approval must be obtained through UTA's Requisition process in the JD Edwards system. Purchases under $10,000 are considered a "Micro Purchase" and do not require multiple bids from various suppliers. However, the price must be determined to be fair and reasonable. The method to determine fair and reasonableness may include:

- recent purchase prices
- current price lists
- catalogs
- advertisements
- similar items in a related industry
- the purchasers' knowledge of the item being procured

4. **Purchases $10,000 and over**.

A Requisition must be submitted, and approval must be obtained through UTA's Requisition process in the JD Edwards system. Competitive procurements or Sole Source justifications are required, and departments are required to work through the Procurement department to complete the bid process or Sole Source request. Once the Requisition is approved, Supply Chain personnel will solicit bids. The selected vendor will be provided a Purchase Order authorizing the vendor to move forward. Vendors are then to email invoices to ap@rideuta.com.

5. **Exceptions to Purchases of $10,000 and over.**
   Supply Chain and Accounting have designated the following exceptions to the $10,000 threshold as follows:
   a. Payment to another government agency (not-for-profits are not considered governments)
   b. Payments to utility companies (water, sewer, gas, electric, natural gas, solid waste services, internet services)
   c. Dues or memberships to UTA approved associations and groups
   d. Bond cost on previously authorized bond issues
   e. Payments for land or real estate including relocation expenses, as approved by the Board of Trustees
   f. Payments from liability accounts
   g. Tuition Reimbursements
   h. Refunds
   i. Other unique payments as authorized by the Comptroller or an employee designated by the Comptroller.

   Payments for these designated exceptions can be obtained by submitting a vendor invoice or check request to ap@rideuta.com or the Accounts Payable section of Accounting.

B. Authority Levels.

1. No employee will request or permit a Disbursement, Requisition, or P-Card Purchase, or otherwise expend or attempt to expend UTA funds, unless all persons required by Table A have approved the proposed expenditure. This Policy sets maximum allowable spending limits. However, nothing in this Policy prevents management from setting lower spending limits within their service unit or other area of authority.

2. An employee may not artificially divide a Petty Cash Disbursement, P-Card Purchase, Purchase Order, or Requisition to intentionally or knowingly circumvent a dollar limitation identified in Table A.
   a. Employees who intentionally divide a purchase in order to circumvent a P-card limit or limitation identified in Table A may be subject to loss of purchasing authority, depending on the circumstance and number of occurrences.
3. Managers may create standard operating procedures for their department or service unit that set disbursement guidelines and internal accounting controls for the issuance of funds, or for P-Card Purchases, consistent with generally accepted accounting principles and practices, and this Policy. It is the responsibility of the department Manager to ensure their procedures are adhered to.

4. Notwithstanding any other provision of this Policy, the Director of Supply Chain is authorized to purchase new, or replacement Inventory without obtaining the

authorizations otherwise required under the Requisitions section of Table A of this Policy.

5. This Policy does not apply to, nor relieve employees from complying with:
   a. the signature requirements related to establishing accounts with financial institutions or investing or reinvesting funds as contemplated by the Board of Trustees Resolution No. R2021-02-01; or
   b. the authorizations required to settle litigated and non-litigated claims as contemplated by the Authority to Settle Claims Policy, or
   c. the Contracting Authority Policy.

4) Cross-References.
- Board of Trustees 2.1 Financial Management
- Board of Trustees 2.2 Contract Authority and Procurement
- Board of Trustees Resolution R2021-02-01
- ~~AGCY.02.01 Purchasing Card~~
- UTA Corporate Policy 2.2.1 Real Property
- UTA Corporate Policy 1.1.3 Authority to Settle Claims
- UTA.02.02 Contracting Authority Policy

This UTA Policy was reviewed by UTA's Chief Officers on 03/14/2023, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

William Greene, Chief Financial Officer Accountable Executive	Jay Fox Executive Director

Approved as to form and content:

_____
Counsel for the Authority

History

Date	Action	Owner
1/9/2007	Adopted UTA Corporate Policy 3.1.1	Chief Financial Officer
2/17/2009	Revised and Superseded	Chief Financial Officer
2/16/2010	Revised and Superseded	Chief Financial Officer
7/13/2010	Revised - to address organizational changes	Chief Financial Officer
4/26/2011	Revised - to accommodate organizational changes	Chief Financial Officer
5/8/2012	Revised – to address DAP	Chief Financial Officer
5/5/2015	Revised - to address routing of contracts, contract numbering, and authority levels	Chief Financial Officer

3/22/2016	Revised – to separate Spending and contracting authority policy separated into two policies	Chief Financial Officer
2/24/2017	Revised – to reflect reorganization	Chief Financial Officer
6/13/2017	Revised - to reflect internal audit	Chief Financial Officer
02/23/2022	Rescinded – UTA Corporate Policy 3.1.1 Spending Authority	Chief Financial Officer
02/23/2022	Adopted – UTA.02.01 Spending Authority	Chief Financial Officer
	Board Approved – UTA.02.01 Spending Authority Policy	Chief Financial Officer
	Revised – UTA.02.01 Spending Authority Policy	Chief Financial Officer

TABLE A

Employees will follow procedures developed by the Comptroller on the disbursement guidelines and internal accounting controls for issuance of funds for all of the following spending requests.

APPROVAL REQUIREMENTS	1st	2nd	3rd	4th	5th
A.	**Petty Cash and Employee Reimbursements**				
Petty cash disbursement or employee reimbursement by a Non-Manager	Manager	Employee designated by the Comptroller			
Petty cash disbursement or employee reimbursement by a Manager	Director, or Chief (if no Director position exists)	Employee designated by the Comptroller			
Petty cash disbursement or employee reimbursement by a Non-Manager by a Director	Chief	Employee designated by the Comptroller			
Petty cash disbursement or employee reimbursement by a Non-Manager by a Chief, or Board of Trustee	Chief Finance Officer	Employee designated by the Comptroller			
B.	**Requisitions**				
For purchase up to $24,999	Manager				
For purchases of $25,000, - $74,999	Manager	Director, (or Chief if no Director position exists)			
For purchases of $75,000 or more	Manager	Director, (or Chief if no Director position exists)	Chief or Executive Director, or Chair of the Board.		
For Capital Development, Capital Construction, or Capital Asset. Depts. 3700, 6800, or 6820	Project Manager	Director (or Chief if no Director position exists)			
C.	**P-Card Purchases and Monthly Statement Approval** P-Card holders are subject to the requirements and limitations of the UTA Agency SOP 1.2.3 for P-cards. This table sets the authority levels for approving monthly P-Card statements.				
Monthly statements of P-Card purchases by a Non-Manager, up to $24,999	Manager				
Monthly statements of P-Card purchases by a Manager, or non-Manager, of $25,000 up to $74,999.	Manager	Director, (or Chief if no Director position exists)			
Monthly statements of P-Card purchases by a Director, of $75,000 up to $199,999	Chief				

APPROVAL REQUIREMENTS	1st	2nd	3rd	4th	5th
Monthly statements of P-Card purchases by a Chief, or Board of Trustee up to $199,999	Chief Finance Officer				
D.	**Utility Disbursements**				
For any payment to a Utility company	Utility Manager				
E.	**Other Disbursements** Payments Not on a Purchase Orders made through typically Check Request.				
For purchase up to $24,999	Manager				
For purchases of $25,000, up to $74,999	Manager	Director, or Chief (if no Director position exists)			
For purchases of $75,000, up to $199,999	Manager	Director, or Chief (if no Director position exists)	Chief or Executive Director, or Chair of the Board.		
For purchases of $200,000 or over	Manager	Director, or Chief (if no Director position exists)	Chief or Executive Director, or Chair of the Board.	Executive Director	Board of Trustees
F.	**Related UTA Disbursements** Payments by Joint Insurance Trust/Committee.				
For purchases or payments from JIC	Total Rewards	Union Representative			
Payments from Pension Trust/Committee.					
For purchases or payments from Pension	Pension Committee Member	Pension Committee Chair			
G.	**Receipt of Goods/Services by UTA** Verification of receipt of goods or services for and in behalf of UTA.				
For purchases on Inventory Purchase Order	Any staff member of Supply Chain - warehousing				
For purchases on capital project related Purchase Order	Any Project Manager or assigned employee				
For retention payouts on capital project related Purchase Order	Any Project Manager or assigned employee				
For purchases on non-Inventory and non-capital project Purchase Order	Any staff member of UTA				
For purchases not on Purchase Order	Comptroller designated responsible department staff				