



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, May 10, 2023**

**9:00 AM**

**FrontLines Headquarters**

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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** Kim Shanklin
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of April 26, 2023 Board Meeting Minutes
6. **Oath of Office**
  - a. Oath of Office: Treasurer and Officer of the Board -  
Viola Miller Cathie Griffiths
7. **Reports**
  - a. Executive Director's Report Jay Fox
    - Team Award - Facilities Management Group
    - FTA Rail Vehicle Replacement Program - Funding Selection
  - b. Investment Report - First Quarter 2023 Rob Lamph
  - c. 2022 Annual Transit-Oriented Communities and Real Estate Inventory Report Paul Drake  
Spencer Burgoyne
8. **Resolutions**
  - a. R2023-05-01 - Resolution Approving Amendment Two to the Terms and Conditions of Employment for Executive Director Jay Fox Carlton Christensen

**9. Contracts, Disbursements and Grants**

- |    |  |                                   |
|----|--|-----------------------------------|
| a. | Contract: Camera System Overhaul for TRAX and FrontRunner (Dell Marketing L.P.)  | Lowell Bate<br>Cody Steffensen    |
| b. | Contract: UTA Headquarters and Salt Lake Central Redevelopment Design Services (Skidmore, Owings & Merrill LLP. "SOM")   | Paul Drake<br>Sean Murphy         |
| c. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-106 - 450 East Direct Fixation Double Crossover Procurement (Stacy and Witbeck, Inc)  | Jared Scarbrough<br>Kyle Stockley |
| d. | Pre-Procurements <ul style="list-style-type: none"><li>- Bi-Level Commuter Rail Vehicles</li><li>- Bi-Level Commuter Rail Car Overhaul</li><li>- Rail Vehicle Cleaning Services</li><li>- Clearfield FrontRunner Station Trail</li><li>- E-Voucher Phase 2</li><li>- Park &amp; Ride Design Services</li><li>- UVX Design Services</li></ul> | Todd Mills                        |

**10. Budget and Other Approvals**

- |    |  |                                |
|----|--|--------------------------------|
| a. | TBA2023-05-01 - 2022 Carryover Report Adjusting 2023 Expenditure Authority | Mary DeLoretto<br>Daniel Hofer |
|----|--|--------------------------------|

**11. Discussion Items**

- |    |   |                                |
|----|---|--------------------------------|
| a. | Escrow Substitution for the 2019 and 2021 Defeased Bond Escrows   | Troy Bingham<br>Brian Baker    |
| b. | Bond Tender of Certain Taxable and Tax-Exempt Debt to Produce Debt Service Savings                                | Troy Bingham<br>Brian Baker    |
| c. | Draft Capital Budget Amendment #2 and Revision to 2023-2027 Capital Plan  | Mary DeLoretto<br>Daniel Hofer |
| d. | Draft Operating Budget Amendment #1 - Bargaining Contract and Administrative Market Rate Compensation Adjustments | Brad Armstrong                 |
| e. | Davis-Salt Lake City Community Connector Update   | Patti Garver<br>Alex Beim      |

**12. Other Business**

Chair Carlton Christensen

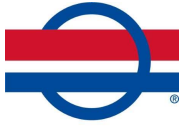
- a. Next Meeting: Wednesday, May 24th, 2023 at 9:00 a.m.

**13. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto: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.
  - o Use this link-[https://rideuta.zoom.us/webinar/register/WN\\_POIfHyHsR5SAZ2EsIGF7Sg](https://rideuta.zoom.us/webinar/register/WN_POIfHyHsR5SAZ2EsIGF7Sg) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, May 9th 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.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 5/10/2023

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

**TITLE:**

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**Approval of April 26, 2023 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the April 26, 2023, Board of Trustees meeting

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**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 April 26, 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/pm/sitemap/notice/827465.html>](https://www.utah.gov/pm/sitemap/notice/827465.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2023-04-26\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, April 26, 2023**

**9:00 AM**

**FrontLines Headquarters**

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**Present:** Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

**1. Call to Order and Opening Remarks**

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:02 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

David Wilkins, Assistant Attorney General, delivered a brief safety message.

**4. Public Comment**

**In-Person/Virtual Comment**

No in-person or virtual comment was given.

**Online Comment**

No online comment was received.

**5. Consent**

**a. Approval of April 12, 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**

- **Ski Season Planning Update**
- **Mobility Hubs Update**
- **UTA Conference Participation**
- **UTA Tribute - Sgt. Todd Watanabe**
- **UTA Tribute - Total Rewards Team**

**Ski Season Planning Update**

Jay Fox, UTA Executive Director, provided a response to a public comment made in the April 12, 2023, board meeting regarding ski season planning and mobility hubs.

Mr. Fox indicated the agency is engaged with stakeholders in planning for next ski season. The challenges, however, extend beyond the current labor shortage and include a significant traffic management issue in the canyons. Mr. Fox said regional, and not just UTA solutions, are needed.

**Mobility Hubs Update**

Mr. Fox described mobility hubs as multimodal transit system access points that include active transportation aspects and contemplate first/last mile solutions. Currently, three hubs are planned at the University of Utah, Orange Street in Salt Lake City, and in south Salt Lake County. The agency is also evaluating hubs at additional locations and is looking to incorporate charging facilities and end-of-line facilities at the hubs as well. Mr. Fox committed to provide an in-depth update on mobility hub plans at a future meeting.

**UTA Conference Participation*****American Public Transportation Association (APTA) Mobility Conference***

Chair Christensen announced Trustee Beth Holbrook was appointed to the American Public Transportation Association (APTA) board. Mr. Fox opined her participation on the APTA board gives UTA a national presence and stated UTA is known by its transit peers for being an innovative agency.

Mr. Fox went on to report on his participation in the APTA Mobility Conference in Minneapolis, Minnesota. He said Los Angeles Metro (LA Metro) is hosting Olympic forums to discuss transit planning for the Los Angeles Summer Games in 2023. As part of a recent forum, LA Metro asked the Metropolitan Atlanta Rapid Transit Authority (MARTA) and UTA to talk about their Olympic experiences. Mr. Fox used this opportunity to highlight the Salt Lake Winter Games in 2002 and the 2023 NBA All-Star Week. His comments focused on the commitment of the agency's administration to supporting all efforts.

While in Minneapolis, Mr. Fox also visited George Floyd Square, which he described as a living memorial and a "moving experience."

***RedCabin Railway Interior Innovation Summit***

Mr. Fox thanked staff who participated in RedCabin Railway Interior Innovation Summit. He noted the event was attended by a number of industry representatives, including Amtrak.

**UTA Tribute - Sgt. Todd Watanabe**

Mr. Fox was joined by Cheryl Beveridge, UTA Chief Operating Officer, and Dalan Taylor, UTA Chief of Police & Public Safety Manager. Mr. Taylor recognized UTA Police Sergeant Todd Watanabe for assisting a man with dementia at the Ogden bus hub. Sergeant Watanabe returned the man to his wife and documented his information so his wife could be easily contacted if the same situation recurs.

Mr. Fox also mentioned a young woman in distress located by Sergeant Watanabe on the UTA alignment. Mr. Fox contacted the young woman's mother, who shared she is receiving and progressing in treatment.

**UTA Tribute - Total Rewards Team**

Mr. Fox was joined by Kim Shanklin, UTA Chief People Officer. Ms. Shanklin introduced the total rewards team and recognized them for their work during open enrollment, including introducing a new high deductible plan and hosting several informational meetings.

**b. Financial Report - February 2023**

Brad Armstrong, UTA Director of Budget & Financial Strategy, was joined by Daniel Hofer, UTA Director of Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, headcount, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and highlighted the Tooele electrification project.

Discussion ensued. There were several questions posed by the board and answered by staff. The discussion centered on the following:

- Unemployment trends
- Capital project contingencies
- Supply chain considerations
- Northern Utah double track budget underrun
- Positive train control overage
- 650 South Station partner funding
- System restroom costs
- Point of the Mountain overage
- Capital expenditure trends

Trustee Holbrook requested an update on the OGX budget and schedule.

**7. Resolutions****a. R2023-04-07 - Resolution Declaring Official Intent of the Utah Transit Authority to Reimburse Itself for Certain Capital Expenditures Through Lease Financing**

Troy Bingham, UTA Comptroller, summarized the resolution, which declares the official intent of the agency to reimburse itself for certain capital expenditures through lease financing. Specifically, the 2023 capital budget and unused 2022 budget (also referred to as carryforward) anticipated lease financing for the replacement of the following:

- Buses: \$32,500,000
- Paratransit: \$8,000,000
- Additional Bombardier Cars (replace Comet cars): \$4,000,000
- Vanpool Vans: \$2,500,000
- Non-Revenue Service Vehicles: \$1,500,000

Mr. Bingham noted lease financing will be authorized near the time of the deliveries.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

**b. R2023-04-08 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors**

Mr. Bingham described the resolution, which grants general expenditure and disbursement authority to non-inventory vendors, including payroll vendors, utility vendors, the Office of the Utah Attorney General (for legal services), and Utah County (for debt service).

Chair Christensen suggested rounding estimates for future expenditures.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

**c. R2023-04-09 - Resolution Appointing Viola Miller as Officer and Treasurer of the Authority**

Chair Christensen reviewed the resolution, which appoints Viola Miller as an officer and treasurer of the authority. Ms. Miller begins serving as UTA's chief financial officer on May 1, 2023.

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



Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

**8. Contracts, Disbursements and Grants**

**a. Contract: Nexan Assureon Archive and Backup System for UTA Business Data (Ramsys Storage Solutions, LLC.)**

Alisha Garrett, Chief Enterprise Strategy Officer, was joined by Tom Smith, UTA IT Network Support Manager. Ms. Garrett requested the board approve a \$293,675.51 contract with Ramsys Storage Solutions, LLC. for a replacement data file archive system.

Discussion ensued. Questions on capacity and purpose 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.

**b. Contract: 2023 Microsoft Azure Software Services (SHI International Corp.)**

Ms. Garrett requested the board approve a one-year contract with SHI International Corp. for Microsoft Azure software services. The total contract value is \$245,000.

Discussion ensued. A question on the procurement approach for future software services was posed by the board and answered by staff.

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

**c. Contract: HVAC Replacement at Meadowbrook Building 1 (Carrier Corporation)**

Guy Miner, UTA Facilities Maintenance Manager, requested the board approve a \$221,063 contract with Carrier Corporation for an HVAC replacement at Meadowbrook Building 1.

Discussion ensued. Questions on high efficiency benefits and lead time on the unit were posed by the board and answered by Mr. Miner.

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

**d. Contract: Seven Replacement Vehicles for Police Department (Ken Garff West Valley Ford)**

Chief Taylor requested the board approve a \$317,086 contract with Ken Garff West Valley Ford for seven police vehicle replacements.

Discussion ensued. Questions on vehicle selection and use of the state contract for procurement were posed by the board and answered by Chief Taylor.

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

e. **Contract: Civil Contractor Services for Battery Electric Bus Charging Infrastructure (Cache Valley Electric Company)**

David Osborn, UTA Project Manager III, requested the board approve a \$940,174.23 contract with Cache Valley Electric Company (CVE) for the installation of battery electric bus charging infrastructure at Kimball Junction, Salt Lake Central Station, and the Tooele Senior Center.

Discussion ensued. A question on the inclusion of public charging options was posed by the board and answered by Mr. Osborn.

Mr. Fox committed to provide a future report on electric charging infrastructure planning.

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

f. **Change Order: On-Call Systems Maintenance Task Order #23-012 - 5300 S. to 5400 S. Construction (Rocky Mountain Systems Services)**

Dean Hansen, UTA Manager of Systems Engineering, requested the board approve a \$1,615,102 change order to the contract with Rocky Mountain Systems Services (RMSS) for systems work associated with the replacement of two crossovers at 5300 South and 5400 South on the TRAX alignment. The total contract value, including the change order, is \$19,138,528.

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.

g. **Change Order: Program Management Services Change Order 23-01 - Services Increase (HNTB Corporation)**

Mr. Hofer requested the board approve a not-to-exceed (NTE) change order in the amount of \$7,845,520 to the contract with HNTB Corporation for program management services. The total NTE contract value, including the change order, is \$24,932,018.

Discussion ensued. A question on future contract options was posed by the board and answered by Mr. Hofer.

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.

9. **Service and Fare Approvals**

a. **Fare Agreement: Special Events Agreement for Ogden Twilight Concert Series (Ogden City Corporation)**

Monica Howe, UTA Fares Director, requested the board approve a \$31,500 special events fare agreement with Ogden City Corporation for ticket-as-fare to the Ogden Twilight Concert Series.

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.

**b. Fare Agreement: Special Events Agreement for Salt Lake Twilight and Kilby Court Concert Series (S&S Presents)**

Ms. Howe requested the board approve a \$34,875 special events fare agreement with S&S Presents for ticket-as-fare to the Salt Lake Twilight and Kilby Court Concert series.

Discussion ensued. A question on concert locations was posed by the board and answered by Ms. Howe.

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

Chair Christensen called for a break at 10:35 a.m.

The meeting reconvened at 10:47 a.m.

**10. Discussion Items**

**a. FrontRunner Rail Safety**

Jared Scarbrough, UTA Director of Capital Construction was joined by Kevin Anderson, UTA Director of Maintenance Support; Zachary Thomas, UTA Acting Commuter Rail General Manager; and Sheldon Shaw, UTA Director of Safety & Security. Mr. Shaw outlined the presentation and spoke about the safety measures on the FrontRunner system. Mr. Scarbrough briefed the board on UTA's history with automated train control and positive train control (PTC), including compliance with PTC requirements. Mr. Anderson discussed maintenance of way compliance and inspections, and Mr. Thomas reviewed vehicle maintenance and operations functions related to commuter rail safety.

Discussion ensued. There were several questions posed by the board and answered by staff. The discussion centered on the following:

- PTC application
- System betterments
- Aspect display units
- Inspection timing
- Emergency response protocols
- System protections
- Maintenance processes
- Union Pacific's PTC system

- Onboard safety measures
- FrontRunner safety record
- PTC technology preferences

**b. UTA Active Transportation to Transit Plan (AT3P)**

Russ Fox, UTA Director of Planning, was joined by Alex Beim, UTA Manager of Long-Range Strategic Planning, and Jem Locquiao, UTA Planning Researcher II. Mr. Beim defined active transportation and discussed the different ways the public accesses the transit system. He showed photos of bus stop improvements and described UTA's efforts with active transportation. He then outlined UTA's Active Transportation to Transit Plan (AT3P), including accessibility and phase I and phase II objectives.

Discussion ensued. Questions on Americans with Disabilities Act (ADA) compliance, bus stop improvement prioritization, coordination in regional and local community planning processes, and collaboration with municipalities were posed by the board and answered by staff.

Chair Christensen suggested evaluating state and local funding options for closing access gaps.

**11. Other Business**

- a. Next Meeting: Wednesday, May 10th, 2023 at 9:00 a.m.

**12. Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:42 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials and audio recording located at <https://www.utah.gov/pm/sitemap/notice/827465.html> for entire content. Meeting materials along with a time-stamped video recording may also be accessed at [https://rideuta.granicus.com/player/clip/226?view\\_id=1&redirect=true&h=2beb22232a7f34410a04ca0e97913128](https://rideuta.granicus.com/player/clip/226?view_id=1&redirect=true&h=2beb22232a7f34410a04ca0e97913128).

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 5/10/2023**

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**TO:** Board of Trustees  
**FROM:** Carlton Christensen, Chair of the Board of Trustees  
**PRESENTER(S):** Cathie Griffiths, Executive Assistant to Board Chair

**TITLE:**

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**Oath of Office: Treasurer and Officer of the Board - Viola Miller**

**AGENDA ITEM TYPE:**

Oath of Office

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**RECOMMENDATION:**

Oath of office administered by notary public, Cathie Griffiths

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**DISCUSSION:**

As per R2023-04-09 Resolution Appointing Viola Miller as Officer and Treasurer of the Authority, Cathie Griffiths will administer the oath of office to Ms. Miller.

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**ATTACHMENTS:**

None



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 5/10/2023**

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

**TITLE:**

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**Executive Director's Report**

- **Team Award - Facilities Management Group**
- **FTA Rail Vehicle Replacement Program - Funding Selection**

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

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

- Team Award - Facilities Management Group (Cherryl Beveridge)
- FTA Rail Vehicle Replacement Program - Funding Selection



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/10/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Rob Lamph, Assistant Treasurer

**TITLE:**

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**Investment Report - First Quarter 2023**

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**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion.

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The investment report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

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**DISCUSSION:**

As of March 31, 2023, the benchmark return (Fed Fund Rate) was (4.83%). Investment returns at Chandler Asset Management (2.14%) and the overnight account at Zions Bank (4.56%) did not exceed the benchmark return. Investment returns in the State of Utah's Public Treasurer's Investment Fund (PTIF) (4.80%), and Zions Corporate Trust (4.80%) were slightly below the benchmark return but outperformed all other investments at UTA.

The blended portfolio return rate for the quarter was 3.991% which did not exceed the benchmark rate due to the rapidly increasing interest rate environment we are currently experiencing.



All investments are in accordance with the State Money Management Act.

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**ALTERNATIVES:**

The Treasurer could continue to increase investments and extend the duration of the Chandler Investment Portfolio further than 5 years to ensure continued returns, but that strategy would forego the advantages of the higher rate portfolios like PTIF, and the overnight investment rate at Zions Bank.

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**FISCAL IMPACT:**

Investments for 2023 earned UTA \$5,455,594. The investment income budget for 2022 was \$7,250,000.

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**ATTACHMENTS:**

Investment Report - First Quarter 2023

**Utah Transit Authority**  
**Investment Portfolio**  
**March 31, 2023**

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
Zions Bank		\$ 30,682,184			4.290%	\$ 164,978
Public Treasurer's Investment Fund		326,246,065			4.950%	\$ 3,580,255
Zions Corporate Trust		97,774,572			4.950%	\$ 975,489
Chandler Asset Management		218,404,684			2.088%	\$ 734,872
<b>Total Investments</b>		<u>\$ 673,107,505</u>			3.991%	<u>\$ 5,455,594</u>

**Rates as of Last Trading Day of**

	January	February	March
Zions Bank	4.08%	4.23%	4.56%
Chandler Asset Management	2.04%	2.08%	2.14%
Public Treasurer's Investment Fund	4.42%	5.63%	4.80%
Benchmark Return*	4.33%	4.57%	4.83%

\*Benchmark Return is the highest of either the 3 Month T-Bill rate or the Fed Funds rate.

**Securities Purchased Outside of Investment Portfolio**  
**January 1 through March 31, 2023**

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

**Securities Sold Outside of Investment Portfolio**  
**January 1 through March 31, 2023**

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						
		\$ -				\$ -



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/10/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Paul Drake, Director Real Estate & TOC  
Spencer Burgoyne, Manager Property Administration

**TITLE:**

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**2022 Annual Transit-Oriented Communities and Real Estate Inventory Report**

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**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion - No action required.

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**BACKGROUND:**  
Per UTA Board of Trustees Policy, the Executive Director and the UTA Real Estate Department have prepared the 2022 Annual Transit-Oriented Communities Report and Real Estate Inventory.

**Board Policy No. 5.1 Section III (A)(5):**

“The Authority will report the findings of the TOD System Analysis to the Board of Trustees at least once a year and on an as-needed basis.”

**Board Policy No. 5.2 Section C:**

“The Executive Director will present an annual report to the Board of Trustees that includes an inventory of the Authority’s real property and a list of property acquisitions and dispositions occurring since the previous year’s report.”

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**DISCUSSION:**  
Staff will present the annual TOC and Real Estate Inventory report findings to the Board.

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**ALTERNATIVES:**

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Not applicable.

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**FISCAL IMPACT:**

Not applicable.

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**ATTACHMENTS:**

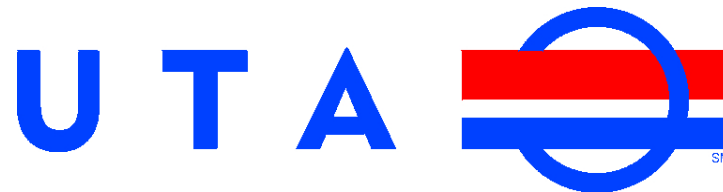
- 1) 2022 Annual Transit-Oriented Development Communities Report and Real Property Inventory

**Annual Report to the  
UTA Board of Trustees**

**In compliance with Board of Trustees Policy No 5.1 Section III (A)(5) and Exhibit A  
and  
Board of Trustees Policy No. 5.2 Section C**

**Transit-Oriented Communities Report  
and  
Real Estate Inventory**

**December 2022**



## Executive Summary

### Purpose

This annual report is provided to the UTA Board of Trustees (the “Board”) as information regarding UTA’s Transit-Oriented Communities (“TOC”) activities and real property holdings. It is prepared and submitted to the Board to comply with the following Board of Trustees Policies (“BTP”):

BTP 5.1: “The Authority will report the findings of the TOD System Analysis to the Board of Trustees at least once a year and on an as-needed basis.

BTP 5.2: “The Executive Director will present an annual report to the Board of Trustees that includes an inventory of the Authority’s real property and a list of property acquisitions and dispositions occurring since the previous year’s report.

### Annual TOC Report

This report includes the current status of UTA’s TOC activities including development, investment, and revenue data associated with active projects. Those projects include TOD’s at the Sandy Civic Center TRAX Station, the Jordan Valley TRAX Station, the South Jordan FrontRunner Station, and the 3900 South Meadowbrook TRAX Station. This report also includes ranking results from the TOD System Analysis Tool. The purpose of which is to assist the Board in prioritizing UTA’s TOC efforts.

UTA and its partners have fourteen phases of TOD completed or under construction. These projects total 1,702 residential units, 570,000 square feet of office, 50,000 square feet of retail, and a 192-room hotel. This constitutes nearly \$537 million in private investment and over \$45.6 million in UTA capital. UTA’s return to date totals \$49.6 million.

UTA has also partnered with metropolitan planning organizations and several municipalities to further transportation and land use planning efforts around transit hubs. In the 2022 session, the Utah State Legislature passed House Bill 462 requiring all municipalities with a fixed-guideway transit station to perform a Station Area Plan by the end of 2025. Preparations have begun to assist cities and other stakeholders to meet that requirement.

### Real Estate Inventory

UTA owns and manages 2,378 acres of property. Included in this report is a listing of each property, including its classification, square footage, location, and other key data. Other UTA property interests are also summarized.

## 2022 Transit-Oriented Development (TOD) Annual Report

	Development Data					Investment Data			Revenue Data				
	Phase	Residential	Affordable Units	Office	Retail	Hotel	Property Contributed	UTA Capital	Private Investment	2017-2020 Revenue	2021 Revenue	2022 Revenue	Revenue to Date
<b>Sandy Civic Center "The East Village"</b>	Phase 1	269 units	0 units	0 sf	5,000 sf	0 rooms	5.29 acres	\$ 1,382,072	\$ 39,746,097	\$ 3,578,054	\$ -	\$ -	\$ 3,578,054
	Phase 2	0 units	0 units	60,000 sf	0 sf	0 rooms	2.37 acres	\$ 619,423	\$ 11,200,277	\$ 1,035,136	\$ -	\$ -	\$ 1,035,136
	Phase 3	67 units	0 units	0 sf	0 sf	0 rooms	0.75 acres	\$ 196,804	\$ 15,249,677	\$ 1,167,477	\$ -	\$ -	\$ 1,167,477
	Phase 4	0 units	0 units	150,000 sf	0 sf	0 rooms	6.50 acres	\$ 1,698,840	\$ 32,693,470	\$ 3,386,760	\$ -	\$ -	\$ 3,386,760
	Phase 5*	304 units	0 units	0 sf	10,000 sf	0 rooms	6.05 acres	\$ 1,580,316	\$ 83,449,337	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>640 units</b>	<b>0 units</b>	<b>210,000 sf</b>	<b>15,000 sf</b>	<b>0 rooms</b>	<b>20.96 acres</b>	<b>\$ 5,477,455</b>	<b>\$ 182,338,858</b>	<b>\$ 9,167,427</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,167,427</b>
<b>Jordan Valley Station</b>	Phase 1	270 units	0 units	0 sf	0 sf	0 rooms	7.50 acres	\$ 1,687,002	\$ 34,691,968	\$ 9,970,077	\$ -	\$ -	\$ 9,970,077
	Parking	0 units	0 units	0 sf	0 sf	0 rooms	0.00 acres	\$ 3,896,000	\$ -	\$ 5,170,537	\$ -	\$ -	\$ 5,170,537
	Phase 2	207 units	0 units	0 sf	0 sf	0 rooms	2.43 acres	\$ 8,484,064	\$ 44,095,513	\$ -	\$ 23,556,955	\$ -	\$ 23,556,955
	Phase 3	0 units	0 units	0 sf	5,000 sf	0 rooms	1.50 acres	\$ 241,049	\$ 977,227	\$ 423,980	\$ -	\$ -	\$ 423,980
	Phase 4*	243 units	0 units	0 sf	0 sf	0 rooms	2.30 acres	\$ 23,032,647	\$ 57,332,057	\$ -	\$ -	\$ -	\$ -
	Phase 5*	184 units	0 units	0 sf	0 sf	0 rooms	9.69 acres	\$ 1,337,431	\$ 67,779,948	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>904 units</b>	<b>0 units</b>	<b>0 sf</b>	<b>5,000 sf</b>	<b>0 rooms</b>	<b>23.42 acres</b>	<b>\$ 38,678,193</b>	<b>\$ 204,876,713</b>	<b>\$ 15,564,594</b>	<b>\$ 23,556,955</b>	<b>\$ -</b>	<b>\$ 39,121,549</b>	
<b>South Jordan Station "SoJo Station"</b>	Phase 1	0 units	0 units	180,000 sf	5,000 sf	0 rooms	5.20 acres	\$ 500,000	\$ 32,759,199	\$ 230,448	\$ 61,168	\$ 108,110	\$ 399,726
	Phase 2	0 units	0 units	0 sf	5,000 sf	192 rooms	1.75 acres	\$ 500,000	\$ 47,264,118	\$ 16,362	\$ 187,770	\$ -	\$ 204,132
	Phase 3	0 units	0 units	180,000 sf	5,000 sf	0 rooms	4.55 acres	\$ 500,000	\$ 29,172,242	\$ -	\$ -	\$ 76,815	\$ 76,815
	<b>Subtotal</b>	<b>0 units</b>	<b>0 units</b>	<b>360,000 sf</b>	<b>15,000 sf</b>	<b>192 rooms</b>	<b>11.50 acres</b>	<b>\$ 1,500,000</b>	<b>\$ 109,195,559</b>	<b>\$ 246,810</b>	<b>\$ 248,938</b>	<b>\$ 184,925</b>	<b>\$ 680,673</b>
<b>Meadowbrook Station "The Hub of Opportunity"</b>	Phase 1	158 units	126 units	0 sf	15,000 sf	0 rooms	2.80 acres	N/A	\$ 40,248,790	\$ -	\$ 103,550	\$ 103,550	\$ 207,100
	<b>Subtotal</b>	<b>158 units</b>	<b>126 units</b>	<b>0 sf</b>	<b>15,000 sf</b>	<b>0 rooms</b>	<b>2.80 acres</b>	<b>N/A</b>	<b>\$ 40,248,790</b>	<b>\$ -</b>	<b>\$ 103,550</b>	<b>\$ 103,550</b>	<b>\$ 207,100</b>
<b>Program Total</b>	<b>14 Phases</b>	<b>1,702 units</b>	<b>126 units</b>	<b>570,000 sf</b>	<b>50,000 sf</b>	<b>192 rooms</b>	<b>58.68 acres</b>	<b>\$ 45,655,648</b>	<b>\$ 536,659,920</b>	<b>\$ 24,978,831</b>	<b>\$ 23,909,443</b>	<b>\$ 288,475</b>	<b>\$ 49,176,749</b>

\* under construction      7% affordable

**Station Area Planning**  
Completed in 2022  
 Lehi Station\*  
 Farmington Station\*  
 \*awaiting adoption

**TOD System Analysis Tool** The Utah Transit Authority, the Utah Department of Transportation, Wasatch Front Regional Council, and Mountainland Association of Governments have developed a tool to analyze and rank potential TOD sites according to criteria including Municipal Support, Accessibility, Market Strength, and Affordable Housing Need. Each site has been ranked three different ways: Overall TOD Ranking (composite score of all subcriteria), Growth Opportunity Ranking (focused on non-urban sites to encourage TOD land patterns), Affordable Housing Ranking (suitability for affordable housing projects). The top ten performing sites for each ranking are included in this report.

2022 TOD System Analysis Tool Results

	Station	Overall Score	Municipal Support	Accessibility	Market Strength	Affordable Housing Need
Overall TOD Ranking	1 West Jordan City Center	0.340	0.183	0.048	0.109	N/A
	2 Farmington	0.339	0.163	0.068	0.108	N/A
	3 Murray Central	0.314	0.166	0.090	0.057	N/A
	4 American Fork	0.312	0.128	0.035	0.150	N/A
	5 Orem Central	0.307	0.141	0.074	0.093	N/A
	6 Roy	0.288	0.143	0.055	0.090	N/A
	7 Midvale Fort Union	0.282	0.154	0.036	0.092	N/A
	8 Midvale Center	0.268	0.149	0.030	0.089	N/A
	9 Ballpark	0.244	0.110	0.111	0.023	N/A
	10 Draper Town Center	0.175	0.106	0.057	0.012	N/A
Growth Opportunity Ranking	1 West Jordan City Center	0.368	0.219	0.031	0.118	N/A
	2 American Fork	0.358	0.154	0.037	0.167	N/A
	3 Roy	0.332	0.172	0.064	0.095	N/A
	4 Historic Sandy	0.188	0.121	0.043	0.025	N/A
	5 Lehi	0.186	0.122	0.049	0.015	N/A
	6 Draper Town Center	0.167	0.127	0.026	0.014	N/A
	7 Fashion Place West	0.167	0.113	0.050	0.004	N/A
	8 5651 W Old Bingham Hwy	0.157	0.108	0.022	0.028	N/A
	9 Pleasant View	0.145	0.127	0.012	0.006	N/A
	10 2700 W Sugar Factory Rd	0.132	0.103	0.026	0.003	N/A
Affordable Housing Ranking	1 Murray Central	0.504	0.200	0.066	N/A	0.238
	2 Midvale Fort Union	0.460	0.170	0.034	N/A	0.257
	3 Ballpark	0.443	0.178	0.117	N/A	0.148
	4 West Jordan City Center	0.430	0.208	0.052	N/A	0.170
	5 Fashion Place West	0.412	0.166	0.030	N/A	0.217
	6 Farmington	0.407	0.173	0.068	N/A	0.167
	7 Draper Town Center	0.407	0.168	0.072	N/A	0.167
	8 Midvale Center	0.406	0.165	0.022	N/A	0.219
	9 Lehi	0.386	0.183	0.036	N/A	0.167
	10 Kimballs Lane	0.386	0.151	0.068	N/A	0.167



**Report to the UTA Board of Trustees  
REAL ESTATE INVENTORY**

December 2022

***UTA Owned Properties***

UTA owns 824 properties.

UTA disposed of 2.75 acres and acquired 10.13 acres of property in 2022.

***Total Acreage of Properties*** **2,378 acres**

***Breakdown of Property Category***

*(Properties have been reclassified to comply with board policy)*

Transit Critical <b>(TC)</b>	<b>2,258 acres</b>
Transit-Oriented Development <b>(TOD)</b>	<b>120 acres</b>
Surplus <b>(S)</b>	<b>0 acres</b>

**PROPERTY CATEGORY DEFINITIONS**

Transit Critical (TC): any interest in real property, including, without limitation, fee simple ownership, leasehold, easement, franchises, and licenses that is now needed or may be needed in the future for the provision of transit services within the Authority’s district.

Transit-Oriented Development (TOD): any interest in real property acquired by the Authority designated for Transit-Oriented Development.

Surplus (S): properties that have been identified as having no current or future transit use and no potential for Transit-Oriented Development.

***Incidental Uses of UTA Properties***

UTA licenses and leases property to third parties such as businesses, individuals, utility companies, and municipalities. A majority are licenses of utility crossings. The total number of agreements is as follows:

	<u>Effective</u>	<u>In Process</u>	<u>Total</u>
Licenses and leases as of 12/31/2022	3,112	78	3,190

## ***Asset Protection Activities***

Physical inspections during past 12 months:

- Tintic Branch
- DRGW Trail
- Central Avenue Sliver Parcel
- Bingham Industrial Lead
- Garfield Branch
- Trax Extension (10000 S. to Point of the Mountain)
- Provo Industrial Lead (Point of the Mountain to Lindon)
- Sugar House Branch
- Vacant parcels throughout Utah, SL, Davis, Weber, and Box Elder Counties

## ***Other UTA Acquired Property Interests***

UTA has acquired leasehold interests, easements, and licenses from third parties which are outlined below:

	<u>Number</u>	<u>Nature</u>
Leasehold Interests	39	<ul style="list-style-type: none"> <li>• (1) Delta Center TPSS Site</li> <li>• (12) Radio Tower Sites</li> <li>• (4) Access Agreements (Rose Canyon, Tooele Depot, Meadowbrook, Sugar House)</li> <li>• (7) Park and Ride Lots (U of U, Vineyard, Daybreak, West Valley City, 3900 S Wasatch, Provo Mall and SLC Hub)</li> <li>• (1) UVU Transit Police Micro Station</li> <li>• (14) Center Line Agreements (Provo, Orem, UDOT, SL Airport, SSLC, SLC, WVC, U of U, Ogden, Weber State University, McKay-Dee Hospital)</li> </ul>
Easements	139	<ul style="list-style-type: none"> <li>• Airport Light Rail = 2 easements</li> <li>• Bus Rapid Transit = 9 easements</li> <li>• Bus Shelters = 33 easements</li> <li>• Commuter Rail North = 17 easements</li> <li>• Commuter Rail South = 57 easements</li> <li>• Depot District = 1 easement</li> <li>• Draper Light Rail = 7 easements</li> <li>• Mid-Jordan Light Rail = 6 easements</li> <li>• North-South Light Rail = 1 easement</li> <li>• Trax Power Substations = 1 easement</li> <li>• West Valley Light Rail = 5 easements</li> </ul>
Licenses for Shared Parking	128	<ul style="list-style-type: none"> <li>• LDS Church, UDOT, SL County, Valley Fair Mall, South Towne Mall, Layton Hills Mall, Ogden Newgate Mall</li> </ul>

**Real Estate Inventory List Key**

**Project** Identifies the UTA project with which the property is associated.

- |  |                                       |
|--|---------------------------------------|
| ALRT - Airport Light Rail                  | BPR- Bus Park & Ride                  |
| BRT - Bus Rapid Transit                    | BS- Bus Shelter                       |
| CF- Communications Facility                | COM-N - Commuter Rail North           |
| COM-S - Commuter Rail South                | DD- Depot District Central Garage     |
| DRLRT - Draper Light Rail                  | EIM - Eimco (Frontlines Headquarters) |
| FRNX – FrontRunner North Extension         | FTU- Future Transit Use               |
| JVTOD- Jordan Valley Transit Oriented Dev. |                                       |
| MF- Maintenance Facility                   | MJLRT - Mid-Jordan Light Rail         |
| NSLRT- North South Light Rail              | OIH - Ogden Intermodal Hub            |
| PI - Provo Industrial Lead                 | PIH - Provo Intermodal Hub            |
| SLIM - Salt Lake Intermodal Hub            | SP-1591- 1300 E 500 S Lft Turn        |
| Sugar House- S-Line                        | TC- Transfer Center                   |
| ULRT- University Light Rail                | UPRR- Union Pacific Railroad          |
| WVLRT - West Valley Light Rail             |                                       |

**Project Code** Identifies the abbreviation of which City the parcel is in or the corresponding project, and will be linked to a project number to assist in locating property on map

**Project Number** Property map identification number

**Category** Identifies the property category as either Transit Critical (TC), Transit-Oriented Development (TOD), or Surplus (S).

**Fee SqFt** Identifies the square footage of the land parcel

**Street Address** Identifies the address or other location description of the property

**City** Identifies the city within which the property is located

**Bond** Indicates whether or not the property is partially funded with bond money

**Fed** Indicates whether or not the property is partially funded with federal money

**Un/Developed** Indicates whether the property is currently undeveloped or is developed for transit use

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
ALRT	AP	006:A,;2A thru :13A	TC	491,612	(A-9A)3000, (10-13A) 4000 W North Temple; (As of 2013 - 51 N Bangarter Hwy, 3700 & 3701 W Terminal Dr., 3180 W EIGHTYW FWY, 3121 & 3119 & 3117 & 3527 & 3325 W North Temple St)	Salt Lake	NO	NO	Developed
ALRT	AP	012, 012:E	TC	4,308	2185 W North Temple St.	Salt Lake	YES	NO	Developed
ALRT	AP	138, 140, 145, 147, 148, 148:E	TC	81,178	540, 594, 564, 558 W North Temple (-013 = 140 N 600 W; -014 = 126 N 600 W; -015 = 118 N 600 W; -017	Salt Lake	YES	NO	Developed
ALRT	AP	139	TC	4,792	112 N 600 W	Salt Lake	NO	NO	Developed
ALRT	AP	141, 141:E 146, 146:E	TC	77,101	579 W North Temple	Salt Lake	NO	NO	Undeveloped
ALRT	AP	149	TC	85,729	155 N 500 W	Salt Lake	NO	NO	Developed
ALRT	AP	155:5, AP-200 North	TC	9,721	200-300 N along 500 W	Salt Lake	NO	NO	Developed
BPR	BPR	001	TC	198,198	2054 -2044 E 9400 S	Sandy	NO	YES	Developed
BPR	BPR	002	TC	40,075	9517 S Highland Dr	Sandy	NO	YES	Developed
BPR	BPR	003	TC	130,680	Riverdale Frontage Rd.	Riverdale	NO	YES	Developed
BRT	BRT	003	TC	82	3490 S 8000 W	Magna	YES	YES	Developed
BRT	BRT	006, 006:E, 006:2E	TC	529	SEC 900 W 3300 S	South Salt Lake	NO	NO	Developed
BRT	BRT	050	TC	73,486	6176 S 5600 W	West Valley	YES	NO	Undeveloped
BRT	BRT	051	TC	99,621	5527 W 3500 S	West Valley	NO	NO	Developed
BRT	FTU	026, RMP Easement Wright Subdivision	TC	43,560	3616 S Market St.	West Valley	NO	NO	Developed
BRT - Ogden	MSP185	001	TC	17,860	1341 Country Hills Dr.	Ogden	NO	YES	Developed
BRT - Ogden	MSP185	152	TC	35,284	3205 Harrison Blvd.	Ogden	NO	NO	Developed
BS	FTU	017, 017:E	TC	101	1050 W Riverdale Rd.	Riverdale	NO	YES	Developed
BS	FTU	018, 018:E	TC	60	5570 S 1900 W	Roy	NO	YES	Developed
BS	FTU	020, 020:E	TC	77	20 E Winchester St.	Murray	NO	NO	Developed
BS	FTU	028	TC	93	4435 S Highland Dr.	Salt Lake	NO	YES	Developed
BS	FTU	1360, 1360:E	TC	71	1360 E 1450 S	Layton	NO	NO	Developed
BS	FTU	2, 2:E	TC	116	880 W Riverdale Rd.	Riverdale	NO	NO	Developed
BS	FTU	5311, 5311:E	TC	19	5311 S State St.	Murray	NO	NO	Developed
BS	FTU	955, 955:E	TC	103	955 W 12th St.	Ogden	NO	NO	Developed
CF	CF	001	TC	2,062,130	SW SL County / nW Utah County	Unincorporated	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
CF	CF	002	TC	51,400	Top of Little Mountain	Weber County	NO	NO	Developed
COM-N	AMEND:10	001	TC	680	UTA XO X120(600 N)	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	002	TC	299	1050 N Grade Crossing	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	003	TC	265	UTA To T120 to Yard Trk 103	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	004	TC	4,263	I-15 SLC Sliver, Sec 14, T1n, R1W	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	005	TC	4,996	I-15 Ogden Sliver, Sec 31, T6n, R1W	Ogden	NO	YES	Developed
COM-N	AMEND:10	006	TC	540	UTA To T910 to UTA Storage Trk#2	Ogden	NO	YES	Developed
COM-N	AMEND:10	007	TC	217	UTA To T940 & T960 To UTA #2	Ogden	NO	YES	Developed
COM-N	AMEND:10	008	TC	47,730	UDOT M-2038(001)		NO	YES	Developed
COM-N	AMEND:10	009	TC	12,881	UDOT NS-560(1)		NO	YES	Developed
COM-N	AMEND:10	010	TC	3,193	UPRR 03-099-0018 (Sliver adjacent M-2038(001))		NO	YES	Developed
COM-N	AMEND:10	011	TC	66,857	Cecil Junction to 15th St.	Ogden	NO	YES	Developed
COM-N	CLD	002	TC	22,367	1700 S 1000 E	Clearfield	NO	NO	Developed
COM-N	CLD	003	TC	3,636	1600 S 900 E	Clearfield	YES	NO	Developed
COM-N	CLD	006	TC	1,307	1080 S 550 E	Clearfield	NO	YES	Undeveloped
COM-N	CLD	007	TC	3,485	1078 S 550 E	Clearfield	YES	YES	Developed
COM-N	CLD	008, 009, 010	TC	17,313	430 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	011	TC	4,356	342 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	012	TC	3,485	340 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	014	TC	1,307	305 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	015	TC	436	650 S Depot St.	Clearfield	YES	YES	Developed
COM-N	CLD	063	TC	240	S of Antelope 1000 E	Clearfield	NO	YES	Developed
COM-N	FAR	034	TC	5,349	SW quadrant Burke Lane and I-15	Farmington	YES	YES	Developed
COM-N	FAR	034B	TC	3,466	SW quadrant Burke Lane	Farmington	YES	YES	Developed
COM-N	FAR	15-7:12:AQ	TOD	186,446	450 N 850 W	Farmington	NO	NO	Developed
COM-N	FAR	15-7:13D:Q	TOD	159,168	450 N 850 W	Farmington	NO	NO	Developed
COM-N	KAY	008	TC	871	151 N 600 W	Kaysville	YES	YES	Developed
COM-N	KAY	038, 038:E	TC	526	5000 S of Old Mill Lane	Kaysville	YES	YES	Developed
COM-N	KAY	039	TC	128	Old Mill Village Phase 2A Open Space A	Kaysville	YES	YES	Developed
COM-N	KAY	066	TC	360	520 N 900 W	Kaysville	YES	YES	Developed
COM-N	LTN	002	TC	2,538	200 S Main St.	Layton	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	LTN	003:T	TC	20,471	170 S Main St.	Layton	YES	YES	Developed
COM-N	LTN	004:T	TC	37,073	164 S Main St.	Layton	YES	YES	Developed
COM-N	LTN	009:T	TC	83,192	36 S Main St.	Layton	YES	YES	Developed
COM-N	LTN	010:T	TC	30,263	130 W Gentile St.	Layton	NO	YES	Developed
COM-N	LTN	011	TC	3,325	133 W Gentile St.	Layton	NO	YES	Developed
COM-N	LTN	012	TC	1,457	145 W Gentile St.	Layton	YES	YES	Developed
COM-N	LTN	013	TC	104	175 W Gentile St. (NE side)	Layton	YES	YES	Developed
COM-N	LTN	020	TC	764	SW Corner COM-N & King St.	Layton	YES	YES	Developed
COM-N	LTN	026	TC	1,022	1033 W Hillfield Rd.	Layton	YES	YES	Developed
COM-N	LTN	029	TC	3,549	200 W Gordon Ave.	Layton	YES	YES	Developed
COM-N	LTN	089, 089:E, 089:2E	TC	83	1755 N Celia Way	Layton	YES	NO	Developed
COM-N	LTN	090, 90:E, 90:2E	TC	16	1759 N Celia Way	Layton	YES	NO	Developed
COM-N	LTN	100	TC	295	943 S 250 E	Layton	YES	YES	Developed
COM-N	NSL	004	TC	852	100 W Center St.	North Salt Lake	YES	YES	Developed
COM-N	NSL	012	TC	174	100 N west of Main	North Salt Lake	YES	YES	Developed
COM-N	NSL	012A	TC	326	100 N west of Main	North Salt Lake	NO	NO	Developed
COM-N	NSL	016	TC	2,773	685 N Main St.	North Salt Lake	NO	YES	Developed
COM-N	NSL	017	TC	7,606	25 E Pacific Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	018	TC	9,784	20 E Union Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	019	TC	16,169	25 E Union Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	020	TC	896	130 E 1100 N	North Salt Lake	YES	YES	Developed
COM-N	NSL	021	TC	38	1000 W 2600 S	Woods Cross	NO	NO	Developed
COM-N	OGD	014	TC	593	701 San Jose St.	Ogden	YES	YES	Developed
COM-N	OGD	040	TOD	403,540	22nd - 23rd St W of Wall Ave.	Ogden	NO	YES	Developed/Undeveloped
COM-N	OGD	055	TC	829	1700 S Glasgow Ave.	Ogden	NO	YES	Developed
COM-N	OGD	057	TC	7,472	1700 S Glasgow Ave.	Ogden	NO	YES	Developed
COM-N	OGD	058	TC	414	424 W 17th St.	Ogden	NO	YES	Developed
COM-N	OGD	061	TC	151	424 W 17th St.	Ogden	NO	YES	Developed
COM-N	PLV	009	TC	114	2650 N 1150 W	Pleasant View	YES	YES	Developed
COM-N	PLV	010 & 013	TC	49,223	1157 W 2700 N	Pleasant View	YES	YES	Developed
COM-N	PLV	011	TC	1,405	2660 N 1150 W	Pleasant View	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	PLV	015	TC	382,631	1100 W 2700 N	Pleasant View	YES	YES	Developed/Undeveloped
COM-N	ROW:UP	001	TC	2,128,777	Corridor	Various	NO	YES	Preserved Corridor
COM-N	ROY	001	TC	4,131	2365 W 6000 S	Roy	NO	YES	Developed
COM-N	ROY	021	TC	369	5189 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	022	TC	456	5177 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	023	TC	419	5159 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	024	TC	392	5147 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	025	TC	395	5129 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	026	TC	431	5105 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	027	TC	428	5099 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	028	TC	451	5089 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	029	TC	282	5077 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	030	TC	224	5065 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	031	TC	214	5057 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	032	TC	140	5045 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	033	TC	107	5039 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	034	TC	115	5033 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	035	TC	75	5021 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	036	TC	86	5015 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	037	TC	149	5007 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	038	TC	202	5001 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	039	TC	168	4997 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	040	TC	199	4977 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	041	TC	188	4969 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	042	TC	233	4961 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	043	TC	335	4951 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	044	TC	367	4949 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	045	TC	444	4939 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	046	TC	398	4919 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	047	TC	429	4901 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	048	TC	469	4897 S 2675 W	Roy	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	ROY	049	TC	475	4877 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	050	TC	446	4875 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	051	TC	370	4863 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	052	TC	234	4851 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	053	TC	54	4841 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	055	TC	456	4809 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	056	TC	671	2684 W 4800 S	Roy	YES	YES	Developed
COM-N	ROY	057	TC	347	4777 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	058	TC	409	4765 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	059	TC	374	4753 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	060	TC	307	4741 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	061	TC	297	4733 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	062	TC	344	4721 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	063	TC	368	4713 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	105:T	TC	4,227	706 W 4075 S	Roy	YES	NO	Developed
COM-N	ROY	106:T	TOD	884,707	2450 W 4000 S	Roy	YES	YES	Developed/Undeveloped
COM-N	ROY	110	TC	18,669	3900 S to 1900 W	Roy	NO	YES	Developed
COM-N	ROY	111	TC	4,074	2000 W 3650 S	Roy	NO	NO	Developed
COM-N	ROY	111B	TC	662	2000 W 3650 S	Roy	NO	NO	Developed
COM-N	ROY	112	TC	337	2460 W 4000 S	Roy	YES	NO	Developed
COM-N	SLC	020	TC	51,401	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	021	TC	7,811	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	021B	TC	2,178	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	022	TC	42,689	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	023	TC	30,928	476 W 300 N	Salt Lake	YES	YES	Developed
COM-N	SLC	024	TC	29,621	476 W 500 N	Salt Lake	YES	YES	Developed
COM-N	SNT	089	TC	52	2191 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	090	TC	118	2205 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	091	TC	141	2219 N 450 W	Sunset	YES	NO	Developed
COM-N	SNT	092	TC	161	2233 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	093	TC	181	2247 N 450 W	Sunset	YES	YES	Developed



Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	SNT	094	TC	201	2261 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	095:T	TC	9,148	2300 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	096	TC	365	2331 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	096B, 96:BE	TC	40	482 W 2300 N	Sunset	YES	YES	Developed
COM-N	SNT	096D	TC	206	482 W 2300 N	Sunset	YES	YES	Developed
COM-N	SNT	097	TC	175	2353 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	098	TC	242	2367 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	099	TC	202	2383 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	100	TC	199	2397 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	101	TC	190	2413 N 475 W	Sunset	NO	YES	Developed
COM-N	SNT	102	TC	148	2429 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	103	TC	273	2441 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	104	TC	385	2443 N Sequoia Dr.	Sunset	YES	YES	Developed
COM-N	SNT	105	TC	515	W Terminus of Santa Ana St. and 475 W	Sunset	YES	YES	Developed
COM-N	SNT	106	TC	10,368	2450 N 475 W	Sunset	YES	YES	Developed
COM-N	WBL	004	TC	130,244	350 N and I-15 Sbound Ramp	West Bountiful	NO	NO	Undeveloped
COM-N	WBL	005	TC	130,244	300 N I-15 S Bound On Ramp	West Bountiful	NO	NO	Undeveloped
COM-N	WBL	023	TC	456	1168 N 550 W	West Bountiful	YES	YES	Developed
COM-N	WBL	045	TC	469	1800 N 500 W	West Bountiful	YES	YES	Developed
COM-N	WBL	045:B, 045:E	TC	121	1800 N 500 W	West Bountiful	YES	YES	Developed
COM-N	WBL	045:D	TC	84	1800 N 500 W	West Bountiful	NO	YES	Developed
COM-N	WBL	046	TC	252	500 S and 1100 W to I-15	West Bountiful	NO	NO	Developed
COM-N	WCU	001	TC	690	1850 W 3300 S	Weber County	NO	YES	Developed
COM-N	WCU	002	TC	523	1561 W 3300 S	Weber County	YES	YES	Developed
COM-N	WCU	005	TC	871	1440 W 3300 S	Weber County	YES	YES	Developed
COM-N	WX	001	TC	28	1000 W 2600 S	Woods Cross	YES	YES	Developed
COM-N	WX	002	TC	22,664	245 E 1100 N	Woods Cross	YES	YES	Developed
COM-N	WX	005	TC	113	2224 S 925 W	Woods Cross	YES	YES	Developed
COM-N	WX	005:B	TC	75	2224 S 925 W	Woods Cross	NO	YES	Developed
COM-N	WX	035, 035:B	TC	902	885 W 1500 S	Woods Cross	YES	YES	Developed
COM-N	WX	052	TC	395	1104 S 800 W	Woods Cross	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	WX	053	TC	488	1088 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	054	TC	2,515	1040 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	055	TC	365	986 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	056	TC	5,227	960 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	057	TC	98,010	918 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	058:T	TC	90,169	898 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	059:T	TC	42,253	826 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	060:T	TC	14,375	800 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	061, 061:T	TC	56,716	784 S 800 W	Woods Cross	NO	YES	Developed
COM-N	WX	062	TC	124,320	766 W 700 S	Woods Cross	YES	NO	Developed/Undeveloped
COM-N	WX	063:T	TC	69,565	728 W 700 S	Woods Cross	NO	YES	Developed/Undeveloped
COM-N	WX	065, 066, 066EQ	TC	1,228	700 S 800 W	Woods Cross	NO	YES	Developed
COM-N	WX	067, 067:E	TC	172	700 S 800 W	Woods Cross	NO	YES	Developed
COM-S	AMEND:11	001	TC	29,549	MP 757.25-757.28 and 705.73-706.10 Lakota Jct.	Provo	NO	NO	Developed
COM-S	AMEND:11	002	TC	1,504	MP 757.11-757.18 Lakota Jct.	Provo	NO	NO	Developed
COM-S	AMEND:11	003	TC	56,279	MP 711.02 - 711.95		NO	NO	Developed
COM-S	AMEND:11	004	TC	10,937	MP 713.13 - 714.40 - Tract 1	American Fork	NO	NO	Developed
COM-S	AMEND:11	005	TC	69,511	MP 713.13-714.40 - Tract 2	American Fork	NO	NO	Developed
COM-S	AMEND:11	006	TC	107,967	MP 715.01 - 716.53	Lehi	NO	NO	Developed
COM-S	AMEND:11	007	TC	12,239	MP 717.25-717.55 - Tract 1	Lehi	NO	NO	Developed
COM-S	AMEND:11	008	TC	18,191	MP 717.04-717.23 - Tract 2	Lehi	NO	NO	Developed
COM-S	AMEND:11	009	TC	7,592	MP 716.61-716.69 - Tract 3	Lehi	NO	NO	Developed
COM-S	AMEND:11	010	TC	5,520	MP 716.55-716.60 Tract 4	Lehi	NO	NO	Developed
COM-S	AMEND:11	011	TC	198,581	Mesa Siding relocation & S Jordan narrows MP 719.65 to 721.85		NO	NO	Developed
COM-S	AMEND:11	012	TC	383,930	Relocate UPRR to the E MP 722.11-724.53		NO	NO	Developed
COM-S	AMEND:11	013	TC	47,012	MP 725.40 - 726.31	Bluffdale	NO	NO	Developed
COM-S	AMEND:11	014	TC	12,307	Sliver Parcel (not in 2002 PSA) MP 728.61 to 728.68	Bluffdale	NO	NO	Developed
COM-S	AMEND:11	015	TC	4,741	MP 732.08 - 732.32 - Tract 1	Sandy	NO	NO	Developed
COM-S	AMEND:11	016	TC	59	MP 732.03 - 732.04 - Tract 2	Sandy	NO	NO	Developed
COM-S	AMEND:11	017	TC	418,960	Orange Area (6.2 map 5) MP 732.04-732.08	Sandy	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	AMEND:11	018	TC	10,312	UTA Curve 1520 (N of 9000 S) MP 732.90 to 733.12		NO	NO	Developed
COM-S	AMEND:11	019	TC	64,708	MP 733.88 to 734.96		NO	NO	Developed
COM-S	AMEND:11	020	TC	2,878	Curve 1640 (S of 5900 S) MP 736.44 to 736.57		NO	NO	Developed
COM-S	AMEND:11	021	TC	164,103	Sliver Parcel MP 738.02 to 738.25		NO	NO	Developed
COM-S	AMEND:11	022	TC	202,327	MP 741.57 to 742.28		NO	NO	Developed
COM-S	AMEND:11	023	TC	6,308	MP 752.32-752.40	Provo	NO	NO	Developed
COM-S	AMEND:12	001	TC	25,258	Salt Lake County, Provo Subdivision, 3.4c (Midvale Pinch 735.84-736.18)	Midvale	NO	NO	Developed
COM-S	AMEND:12	002	TC	52,117	Salt Lake Co., Provo Sub. 3.4c (S of 1300 S 743.57 to 743.63 & 1300 S to Martin Resources 743.64 to 743.76 & SLC 34 743.75 to 743.81)	Salt Lake	NO	NO	Developed
COM-S	AMEND:12	3	TC	38,088	Salt Lake Co, Provo Sub, 3.4c	Salt Lake	NO	NO	Developed
COM-S	AMEND:12	004	TC	5,524	Salt Lake Co, Provo Sub, 3.4c	Salt Lake	NO	NO	Developed
COM-S	AMF	001	TC	67,407	Corridor / N of Vineyard Rd	Lindon	YES	NO	Developed
COM-S	AMF	004	TC	117,399	200 N 2600 W	Lindon	YES	NO	Developed
COM-S	AMF	007, 006:E, 007:E, 007:2E, 007:3E	TC	1,251	Portion of 6400 N 56050 W	American Fork	NO	NO	Developed
COM-S	AMF	009, 010	TC	28,312	Corridor / N of 1500 S	American Fork	YES	NO	Developed
COM-S	AMF	011, 011:E	TC	28,446	5296 W 6400 N	American Fork	YES	NO	Undeveloped
COM-S	AMF	012	TC	1,729	1300 S 500 E	American Fork	YES	NO	Developed
COM-S	AMF	013	TC	33,934	Corridor Parcel S of 1100 S	American Fork	YES	NO	Developed
COM-S	AMF	014, 014:ST	TC	66,228	1150 S 500 E	American Fork	YES	NO	Developed
COM-S	AMF	015	TC	3,514	398 E 1100 S	American Fork	YES	NO	Developed
COM-S	AMF	016	TC	28,998	Corridor Parcel N of 1100 S	American Fork	YES	NO	Developed
COM-S	AMF	017, 018, 019	TC	63,508	850 N 860 E	American Fork	YES	NO	Developed
COM-S	AMF	020	TC	35,290	Corridor Parcel S of 5750 W	American Fork	YES	NO	Developed
COM-S	AMF	021, 021:E, 021:2E	TC	44,074	7405 N 5750 W	American Fork	YES	NO	Developed
COM-S	AMF	022	TC	3,225	500 S 100 W	American Fork	YES	NO	Developed
COM-S	AMF	023, 024, 025, 026, 027, 028, 028:ST	TC	18,925	383 S, 415 S, 417 S, 431 S, 433 S, 50 W Circle	American Fork	YES	NO	Developed
COM-S	AMF	029, 030	TC	8,037	400 S 100 W	American Fork	YES	NO	Developed
COM-S	AMF	031, 031:E, 032, 032:E	TC	14,465	Corridor Parcel N of 100 W	American Fork	NO	NO	Developed
COM-S	AMF	033	TC	3,118	Corridor Parcel S of Storrs Ave.	American Fork	YES	NO	Developed

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COM-S	AMF	049; 049:E	TC	10,816	463 W 200 S	American Fork	YES	NO	Developed
COM-S	AMF	051	TC	20,405	410 W 200 S	American Fork	YES	NO	Developed
COM-S	AMF	052	TC	24,221	Corridor Parcel E of AmFk Station	American Fork	YES	NO	Developed
COM-S	AMF	053, 054, 055	TC	27,924	6670 W 7750 N & 7086 W 7750 N & 7110 W 7750 N	American Fork	YES	NO	Developed
COM-S	AMF	056 (Parcel 2)	TC	20,000	6786 W 7750 N	American Fork	YES	NO	Developed
COM-S	AMF	056 (Parcel 1)	TC	313,234	6786 W 7750 N	American Fork	YES	NO	Undeveloped
COM-S	AMF	058, 059	TC	75,505	7800 N 6800 W	American Fork	NO	NO	Developed
COM-S	AMF	060	TC	8,146	Corridor Parcel W of AmFk Station	American Fork	NO	NO	Developed
COM-S	AMF	066	TC	2,903	6500 N 5300 W	American Fork	YES	NO	Developed
COM-S	BLU	001, 001:E, 038:E	TC	10,555	900 W 1700 S	Bluffdale	NO	NO	Developed
COM-S	BLU	002, 002B	TC	50,990	1302 W Jordan Narrows Rd.	Bluffdale	YES	NO	Developed
COM-S	BLU	006, 008	TC	33,886	16311 S Camp Williams Rd.	Riverton	YES	NO	Developed
COM-S	BLU	009	TC	8,458	1361 W 16101 S	Bluffdale	YES	NO	Developed
COM-S	BLU	015, 015:E, 015:2E, 040	TC	14,446	1300 W 15200 S	Bluffdale	YES	NO	Developed
COM-S	BLU	016, 016B, 016:2E, 016:3E, 017, 017B, 017:2E, 017:3E	TC	5,526	14820 S 1300 W	Bluffdale	YES	NO	Developed
COM-S	BLU	018	TC	70,928	14871 S 1300 W	Riverton	NO	NO	developed
COM-S	BLU	019, 020	TC	2,047,473	1269 W 14600 S	Bluffdale	NO	NO	Undeveloped
COM-S	BLU	023	TC	18,876	800 W 14600 S	Bluffdale	YES	NO	Developed
COM-S	BLU	024	TC	1,680	1012 W 14600 S	Bluffdale	YES	NO	Developed
COM-S	BLU	029	TOD	256,133	613 W 13300 S	Draper	NO	NO	Developed/Undeveloped
COM-S	BLU	031	TC	648	451 W 13124 S (12673 Vista Station Blvd)	Bluffdale	NO	NO	Developed
COM-S	BLU	032	TC	455	451 W 13124 S (12673 Vista Station Blvd)	Bluffdale	NO	NO	Developed
COM-S	BLU	033, 33:2, 33:3	TC	3,621	16131 S Camp Williams Rd.	Bluffdale	YES	NO	Developed
COM-S	BLU	034, 035, 035:ST	TC	71,249	1200 W 16000 S	Bluffdale	YES	NO	Developed
COM-S	BLU	041	TC	7,085	15500 S 1300 W	Bluffdale	NO	NO	Developed
COM-S	BLU	044	TC	772	15301 S 1300 W	Bluffdale	YES	NO	Developed
COM-S	DRA	001, 001:B, 001:E	TC	33,164	438 W 12300 S	Draper	YES	NO	Developed
COM-S	DRA	002	TC	6,067	477 W 12300 S	Draper	NO	NO	Developed
COM-S	DRA	005:T, 007:T	TC	13,649	484 W 12300 S	Draper	NO	NO	Developed
COM-S	DRA	006:T	TC	1,221	482 W 12301 S	Draper	NO	NO	Developed
COM-S	DRA	008:T	TC	4,653	472 W 12300 S	Draper	NO	NO	Developed

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COM-S	DRA	009:T	TC	61,043	490 W 12101 S	Draper	NO	NO	Developed
COM-S	DRA	010:T	TC	5,977	11875 S 700 W	Draper	NO	NO	Developed
COM-S	DRA	011:T	TC	4,235	11875 S 700 W	Draper	NO	NO	Developed
COM-S	DRA	012, 012:E, 012:2E	TC	35,314	11875 S 700 W	Draper	YES	NO	Undeveloped
COM-S	DRA	013, 013:E	TC	51,948	11713 S 700 W	Draper	YES	NO	Developed
COM-S	DRA	015	TC	2,747	501 W 12300 S	Draper	YES	NO	Developed
COM-S	DRA	016	TC	359	12225 S Galena Park Blvd.	Draper	YES	NO	Developed
COM-S	DRA	018:T	TC	40,458	483 W 12300 S	Draper	NO	NO	Developed
COM-S	LEH	002, 002:E, 002:2E	TC	395	700 S Center St.	Lehi	YES	NO	Developed
COM-S	LEH	008, 008:E; 008:B, 008:2E	TC	97	431 W 200 S	Lehi	YES	NO	Developed
COM-S	LEH	009, 009:E, 010B	TC	1,654	404 W 200 S	Lehi	YES	NO	Developed
COM-S	LEH	010:ST, 010:A	TC	4,050	143 S 400 W	Lehi	YES	NO	Developed
COM-S	LEH	011	TC	869	411 W 100 S	Lehi	YES	NO	Developed
COM-S	LEH	012, 082	TC	1,455	portion of 420 W 100 S	Lehi	YES	NO	Developed
COM-S	LEH	013, 013:E	TC	1,474	441 W Main St.	Lehi	NO	NO	Developed
COM-S	LEH	014:T, 014B	TC	1,288	430 W Main & 41 N 400 W	Lehi	YES	NO	Developed
COM-S	LEH	015:T, 015B	TC	555	65 N 400 W	Lehi	YES	NO	Developed
COM-S	LEH	016	TC	8	Rodeo / 500 W	Lehi	NO	NO	Developed
COM-S	LEH	017	TC	32	Rodeo / 500 W	Lehi	NO	NO	Developed
COM-S	LEH	018:T; 018B	TC	1,070	93 N 400 W	Lehi	YES	NO	Developed
COM-S	LEH	022, 022:E	TC	2,178	Corridor Parcel W of Rodeo Grounds	Lehi	NO	NO	Developed
COM-S	LEH	023, 023:E	TC	414	Corridor by Allred Park	Lehi	YES	NO	Developed
COM-S	LEH	024	TC	3,495	Corridor by Allred Park	Lehi	NO	NO	Developed
COM-S	LEH	025	TC	9,625	620 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	026, 026:E, 026:2E	TC	13	644 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	027, 027:E, 027:2E	TC	618	660 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	028, 028:E, 28:2E	TC	422	680 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	029, 029:E, 029:2E	TC	422	706 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	030, 030:E, 030:2E, 030:3E	TC	433	726 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	031, 031:E, 031:2E, 031:3E	TC	485	748 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	032, 032:E, 032:2E, 032:3E	TC	667	768 N Woods Dr.	Lehi	YES	NO	Developed

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COM-S	LEH	033, 033:E	TC	820	782 N Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	034, 034:E, 034:2E	TC	96	812 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	035, 035:E, 035:2E	TC	623	826 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	036, 036:E	TC	352	850 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	037, 037:E, 037:2E	TC	360	862 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	038, 038:E, 038:2E	TC	544	876 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	039, 039:E, 039:2E	TC	18,553	Corridor N of 900 N St.	Lehi	YES	NO	Developed
COM-S	LEH	040, 040:E, 040:2E	TC	20,047	1200 W 1220 N	Lehi	YES	NO	Developed
COM-S	LEH	041, 041:E	TC	5,099	1346 W 1220 N	Lehi	YES	NO	Developed
COM-S	LEH	042, 042:E	TC	5,709	1500 W 1350 N	Lehi	YES	NO	Developed
COM-S	LEH	043, 043:E	TC	11,607	1600 W 1500 N	Lehi	YES	NO	Developed
COM-S	LEH	045, 045:E, 046, 047	TC	28,903	9152 W 9600 N	Lehi	YES	NO	Developed
COM-S	LEH	048, 048:E	TC	977	Greenfield Park	Lehi	NO	NO	Developed
COM-S	LEH	049, 049:E	TC	1,228	1839 W 1835 N	Lehi	YES	NO	Developed
COM-S	LEH	050, 050:E	TC	795	1848 W 1835 N	Lehi	YES	NO	Developed
COM-S	LEH	051, 051:E	TC	1,076	1884 N 1935 W	Lehi	YES	NO	Developed
COM-S	LEH	052, 052:E	TC	733	1915 N 1935 W	Lehi	YES	NO	Developed
COM-S	LEH	053, 053:E	TC	11,166	Corridor S of 2100 N St.	Lehi	YES	NO	Developed
COM-S	LEH	054, 054:E	TC	10	2218 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	055, 055:E	TC	744	2124 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	056, 056:E	TC	364	2136 N 2230 W	Lehi	NO	NO	Developed
COM-S	LEH	057, 057:E	TC	260	2142 n 2230 W	Orem	YES	NO	Developed
COM-S	LEH	058, 058:E	TC	260	2150 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	059, 059:E	TC	260	2158 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	060, 060:E	TC	260	2168 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	061, 061:E	TC	260	2178 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	062, 062:E	TC	253	2266 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	063, 063:E	TC	491	2192 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	064, 064:E	TC	19	2238 W 2150 N	Lehi	YES	NO	Developed
COM-S	LEH	065, 065:E	TC	151	2208 N 2270 W	Lehi	YES	NO	Developed
COM-S	LEH	066, 066:E	TC	427	2218 N 2270 W	Lehi	YES	NO	Developed

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COM-S	LEH	067, 067:E	TC	478	2230 N 2270 W	Lehi	YES	NO	Developed
COM-S	LEH	068, 068:E	TC	370	2235 N 2270 W	Lehi	YES	NO	Developed
COM-S	LEH	069, 069:E, 069:2E	TC	378	2280 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	070, 070:E	TC	314	2288 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	071, 071:E	TC	247	2296 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	072, 072:E	TC	206	2304 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	073, 073:E	TC	288	2316 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	074	TC	511	2332 N 2350 W	Lehi	NO	NO	Developed
COM-S	LEH	075:T	TC	6,254	Lot 250, Plat B, Cranberry Farms Sub.	Lehi	YES	NO	Developed
COM-S	LEH	076	TC	260	Part Lot 201, Plat B, Cranberry Farms Sub.	Lehi	YES	NO	Developed
COM-S	LEH	077, 077:B, 077:E, 077:2E, 077:3E	TC	28,961	Part of 3100 N and 3300 N Garden Dr.	Lehi	YES	NO	Undeveloped
COM-S	LEH	079, 079:B, 079:D	TC	110,777	Part of 3100 N and 3300 N Garden Dr.	Lehi	YES	NO	Undeveloped
COM-S	LEH	080	TC	479,160	3101 N Ashton Blvd.	American Fork	YES	NO	Undeveloped
COM-S	LEH	084	TC	4,449	2975 W Executive Pkwy.	Lehi	YES	NO	Developed
COM-S	LEH	085	TC	6,275	3049 W Executive Pkwy.	Lehi	YES	NO	Developed
COM-S	LEH	088	TC	6,919	11000 W 11600 N	Lehi	NO	NO	Developed
COM-S	LEH	089, 089:ST	TC	1,793	no address listed by assessor	Lehi	YES	NO	Developed
COM-S	LEH	090, 90:E	TC	707	Part of 1036 W Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	093, 093B, 093:E	TC	1,775	Rodeo/500 W	Lehi	NO	NO	Developed
COM-S	LEH	098	TC	918	2000-2400 W 2100 N	Lehi	NO	NO	Developed
COM-S	LEH	400W-1, 2, 3	TC	67,462	400 W from Main St. to 200 S	Lehi	NO	NO	Developed
COM-S	MUR	004	TC	1,861	6234 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	005, 005:E	TC	17	6160 S 357 W	Murray	YES	NO	Developed
COM-S	MUR	006, 006:E, 006:2E, 006:B, 007, 007:E, 007:2E	TC	735	338 W 6160 S & 350 W 6114 S	Murray	YES	NO	Developed
COM-S	MUR	008, 008:E, 008:2E	TC	105	6130 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	009, 009:E, 009:2E	TC	123	6110 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	012, 012:E, 012:2E	TC	1,526	5914 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	013, 013:E, 055:E	TC	2,606	328, 358 W 5900 S	Murray	NO	NO	Developed
COM-S	MUR	016	TC	3,537	5790 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	017, 017:E	TC	2,029	5780 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	018, 018:E, 018:2E	TC	3,676	5680 S 300 W	Murray	NO	NO	Developed

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COM-S	MUR	019, 019:E, 020	TC	6,881	5650-5662 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	021	TC	18,783	5590 S 300 W	Murray	NO	NO	Developed
COM-S	MUR	022	TC	2,936	5568 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	023, 023:E	TC	2,486	312 W Anderson Ave. (5560 S)	Murray	YES	NO	Developed
COM-S	MUR	024	TC	528	5510 S 300 W	Murray	NO	NO	Developed
COM-S	MUR	025, 026, 027	TC	218,671	149,151, 171 W Vine St.	Murray	YES	NO	Developed
COM-S	MUR	028, 028:E	TC	26,852	100 W 4th Ave.	Murray	YES	NO	Developed
COM-S	MUR	030, 030:E	TC	2,444	4800 S 153 W	Murray	YES	NO	Developed
COM-S	MUR	031, 031:E	TC	338	4642-4656 S 160 W	Murray	YES	NO	Developed
COM-S	MUR	032	TC	2,530	4538 S 160 W	Murray	NO	NO	Developed
COM-S	MUR	033	TC	270	4537 S 200 W	Murray	YES	NO	Developed
COM-S	MUR	034	TC	19,737	175 W 4500 S	Murray	YES	NO	Developed
COM-S	MUR	035, 035:E	TC	2,194	120 W Fireclay Ave.	Murray	NO	NO	Developed
COM-S	MUR	036, 036:E	TC	2,743	175 W Central Ave.	Murray	NO	NO	Developed
COM-S	MUR	037, 037:E, 037:2E, 037:3E	TC	413	4010 S Howick St.	Murray	NO	NO	Developed
COM-S	MUR	039, 039:E	TC	82	3942 S Howick St.	Murray	YES	NO	Developed
COM-S	MUR	041, 041:E	TC	1,607	3808 S 300 W	Murray	NO	NO	Developed
COM-S	MUR	042, 042:2	TC	8,965	205 W 4500 S	Murray	YES	NO	Developed
COM-S	MUR	043	TC	998	573 W 2890 S	Salt Lake	YES	NO	Developed
COM-S	MUR	044	TC	311	154 W 4800 S	Salt Lake	YES	NO	Developed
COM-S	MUR	048, 048:E	TC	656	Part of 174 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	050, 050:E	TC	107	6160 S 357 W	Murray	YES	NO	Developed
COM-S	MUR	051, 051:E	TC	94	5948-5956 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	052, 052:E	TC	208	5948-5956 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	053, 053:E	TC	199	5932 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	054, 054:E, 054:2E	TC	249	5918-5924 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	056	TC	340	168 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	057	TC	447	158 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	058	TC	53	156 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	064	TC	1,844	5958 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	067, 067B, 067D, 067:E	TC	16,195	219 W Central Ave.	Murray	NO	NO	Developed



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COM-S	ORM	000	TOD	58,066	1357 W 800 S	Orem	NO	YES	Developed
COM-S	ORM	003, 003:E	TC	1,199	1054 W 1290 S	Orem	NO	NO	Developed
COM-S	ORM	005	TC	4,935	1200 S 1200 W	Orem	YES	NO	Developed
COM-S	ORM	007, 006	TC	36,493	1100 S 800 W	Orem	YES	NO	Developed
COM-S	ORM	008, 009	TOD	358,209	1000 S 1200 W	Orem	NO	YES	Undeveloped
COM-S	ORM	010, 010:ST	TOD	60,463	1341 W 800 S	Orem	YES	YES	Developed
COM-S	ORM	011, 011:ST, 011ST:E	TC	11,239	1348 W 800 S	Orem	YES	NO	Developed
COM-S	ORM	012	TC	1,945	779 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	013	TC	1,293	769 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	014	TC	981	759 S 1370 W	Orem	NO	NO	Developed
COM-S	ORM	016	TC	1,099	743 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	017	TC	1,040	731 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	018	TC	1,040	723 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	019	TC	1,040	713 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	020	TC	1,053	707 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	021	TC	1,039	701 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	022	TC	1,850	1431 W 650 S	Orem	YES	NO	Developed
COM-S	ORM	023	TC	1,515	1432 W 650 S	Orem	YES	NO	Developed
COM-S	ORM	024	TC	425	1438 W 650 S	Orem	YES	NO	Developed
COM-S	ORM	025	TC	808	623 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	026	TC	904	611 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	027	TC	720	601 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	028	TC	720	591 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	029	TC	720	579 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	030	TC	880	571 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	038, 038:E, 039, 039:E, 040, 040:E	TC	6,376	Part of 435 & 519 S Geneva Rd.	Orem	YES	NO	Developed
COM-S	ORM	UVU-1, UVU-2	TOD	1,215	800 S University Pkwy.	Orem	NO	NO	Developed
COM-S	PRV	001, 001:E	TC	13,966	376 E 900 S	Provo	YES	NO	Developed
COM-S	PRV	002	TC	9,647	Corridor N of 900 S St.	Provo	NO	NO	Developed
COM-S	PRV	003	TC	8,615	Part of 600 N 300 W	Provo	YES	NO	Developed
COM-S	PRV	004, 005, 006	TC	8,658	801 S 250 E	Provo	YES	NO	Developed

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COM-S	PRV	007	TC	3,601	765 S 100 E	Provo	YES	NO	Developed
COM-S	PRV	008, 009	TC	7,732	55 E 680 S	Provo	YES	NO	Developed
COM-S	PRV	010, 011	TC	3,743	600 S 250 W	Provo	YES	NO	Developed
COM-S	PRV	012, 012ST	TC	1,967	283 W 600 S	Provo	YES	NO	Developed
COM-S	PRV	013	TC	2,601	1900 W 600 N	Provo	YES	NO	Developed
COM-S	PRV	014, 014:2E	TC	3,672	Corridor N of Provo River	Provo	YES	NO	Developed
COM-S	PRV	018	TC	143,847	2575 W 1680 N	Provo	NO	NO	Developed
COM-S	PRV	021, 022, 048:1, 048:2	TC	1,843	700 S 300 W	Provo	YES	NO	Developed
COM-S	PRV	029, 029:E	TC	2,196	530 W 2000 S	Provo	YES	NO	Developed
COM-S	PRV	030	TC	11,611	1000 W 1600 S	Provo	YES	NO	Developed
COM-S	PRV	031	TC	685	370 N Draper Ln.	Provo	YES	NO	Developed
COM-S	PRV	032, 033:1, 033:2	TC	8,408	Part of 600 N Draper Ln.	Provo	YES	NO	Developed
COM-S	PRV	034, 034:E, 034:2E	TC	1,837	650 S 200 W	Provo	YES	NO	Developed
COM-S	PRV	039:T	TC	6,970	Part of 500 S St.	Provo	YES	NO	Developed
COM-S	PRV	040	TC	3,123	455 S 900 W	Provo	YES	NO	Developed
COM-S	PRV	050	TC	1,620	750 S 650 W	Provo	YES	NO	Developed
COM-S	PRV	052, 052:E, 052:2E	TC	449	623 S 700 W	Provo	YES	NO	Developed
COM-S	PRV	078	TC	1,261	670 S 100 E	Provo	YES	NO	Developed
COM-S	PRV	080	TC	399	600 S 300 W	Provo	YES	NO	Developed
COM-S	PRV	085	TC	1,800	450 E 900 S	Provo	YES	NO	Developed
COM-S	SAN	001, 1:E, 2, 2:E, 11, 11:E, 11:2E, 13:E	TC	5,785	9767, 9869, & 9901 S Jordan Gateway	Sandy	NO	NO	Developed
COM-S	SAN	003 & 004, 003B, 003:E, 003:2E 003:4E	TC	91,618	9424, 9768 S 300 W	Sandy	YES	NO	Developed/Undeveloped
COM-S	SAN	005, 005:E	TC	1,502	9238-9334 S 370th W	Sandy	YES	NO	Developed
COM-S	SAN	006, 006:E, 006:2E, 007, 007:E , 007:2E, 007:3E	TC	2,562	9150 S 300 W	Sandy	YES	NO	Developed
COM-S	SAN	008, 008:E, 008:2E, 008:3E	TC	424	9110 S 300 W	Midvale	YES	NO	Developed
COM-S	SAN	009, 009:E, 009:2E	TC	723	9084 S 300 W	Sandy	YES	NO	Developed
COM-S	SAN	010, 010:E, 010:2E, 010:3E	TC	423	355-385 W 9000 S	Midvale	YES	NO	Developed
COM-S	SLC	001, 001:E	TC	241	3766 S 300 W	South Salt Lake	YES	NO	Developed
COM-S	SLC	003, 003:E, 004, 004:E	TC	236	3732 & 3724 S 300 W	Salt Lake	YES	NO	Developed
COM-S	SLC	005, 005:E	TC	60	3690 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	006, 006:E	TC	294	3650 S 300 W	Salt Lake	YES	NO	Developed

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COM-S	SLC	007	TC	4,180	3636 S 300 W	Salt Lake	YES	NO	Developed
COM-S	SLC	008	TC	3,088	3596-3604 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	009, 009:E, 010, 010:E	TC	1,968	3592 S & 3586 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	011, 011:E, 012, 012:E, 013, 013:E	TC	5,176	3580, 3572, 3566 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	014, 014:E	TC	2,139	3530 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	016, 016:E	TC	1,920	3202 S 460 W	South Salt Lake	NO	NO	Developed
COM-S	SLC	017	TC	6,333	3180 S Davis Dr.	Salt Lake	YES	NO	Developed
COM-S	SLC	018	TC	3,413	3140 S Davis Dr. (460 W)	South Salt Lake	NO	NO	Developed
COM-S	SLC	019, 019:E	TC	2,970	3124 S Davis Dr.	Salt Lake	YES	NO	Developed
COM-S	SLC	020, 020:E	TC	10,841	3096 S 460 W (Davis Dr.)	Salt Lake	NO	NO	Developed
COM-S	SLC	021	TC	6,479	3052 S Davis Dr.	South Salt Lake	NO	NO	Developed
COM-S	SLC	022, 022:E, 022:3E	TC	23,415	573 W 2890 S	Salt Lake	YES	NO	Developed
COM-S	SLC	023, 23B, 23E	TC	154,103	573 W 2890 S	Salt Lake	YES	NO	Developed
COM-S	SLC	024, 024:E	TC	3,311	2747 S 600 W # APXBT	South Salt Lake	NO	NO	Developed
COM-S	SLC	025	TC	4,019	1890 S 500 W	Salt Lake	NO	NO	Developed
COM-S	SLC	028, 028:E, 028:2E	TC	320	536 W Pickett Cir.	Salt Lake	YES	NO	Developed
COM-S	SLC	030	TC	7,430	551 W 1700 S	Salt Lake	YES	NO	Developed
COM-S	SLC	031, 031:E	TC	35,046	550 W 1700 S	Salt Lake	NO	NO	Developed
COM-S	SLC	032, 032:E, 032:2E, 032:3E	TC	11,407	1514 S 500 W	Salt Lake	NO	NO	Developed
COM-S	SLC	033	TC	2,929	525 W 1300 S	Salt Lake	NO	NO	Developed
COM-S	SLC	035, (023 ~ property trade)	TC	44,555	614 W 600 S	Salt Lake	YES	NO	Developed
COM-S	SLC	039, 039:E	TC	615	619 W 700 S	Salt Lake	NO	NO	Developed
COM-S	SLC	043, 043:E	TC	67	3650 S 300 W	Salt Lake	YES	NO	Developed
COM-S	SLC	045, 045:E	TC	17,745	1050 S 500 W	Salt Lake	NO	NO	Developed
COM-S	SLC	047	TC	7,788	604 W 700 S	Salt Lake	NO	NO	Developed
COM-S	SLC	048	TC	3,960	615 W 800 S	Salt Lake	NO	NO	Developed
COM-S	SLC	051	TC	-	643 W 800 S	Salt Lake	NO	NO	Developed
COM-S	SOJ	002, 002:E	TC	2,953	Part of 11351 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	003, 003:E	TC	991	11337 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	004	TC	1,792	11321 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	005	TC	2,288	11295 S 445 W	South Jordan	YES	NO	Developed

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COM-S	SOJ	006	TC	1,656	11279 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	007	TC	1,487	Part of 11263 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	008, 009	TC	2,858	11231 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	010	TC	21,551	11065 S Sterling View Dr.	South Jordan	NO	NO	Developed
COM-S	SOJ	012, 012:B, 012:E, 012:2E, 012:3E, 012:4E, 012:5E	TC	1,327	10726 S 418 W	South Jordan	YES	NO	Developed
COM-S	SOJ	013, 013:E, 013:2E, 013:3E, 013:4E, 013:5E	TC	7,872	10619 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	014, 014:E	TC	10,007	10512 S 300 W	South Jordan	NO	NO	Developed
COM-S	SOJ	015, 015:E; 015:2E	TC	5,596	10499 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	016:T, 016:3E	TOD	33,751	10447 S Jordan Gateway	South Jordan	YES	NO	Developed
COM-S	SOJ	017, 018, 017:E, 017:2E, 018:E	TC	14,231	10401, 10421 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	019, 020, 023	TOD	201,926	10351 & 10383 S Jordan Gateway	South Jordan	YES	NO	Undeveloped
COM-S	SOJ	021	TOD	75,680	10333 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	022, 024, 024:E, 024:2E, 028	TOD	31,653	10278 S 300 W	South Jordan	NO	NO	Undeveloped
COM-S	SOJ	025B, 025B:E, 025B:2E, 025B:3E, 025B:4E, 025B:5E	TC	9,331	10200 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	VIN	002	TC	385,440	ROW between 1600 N & 400	Vineyard	YES	NO	Developed
COM-S	VIN	002B, 002D	TC	1,938	ROW between 1600 N & 400	Vineyard	YES	NO	Developed
COM-S	VIN	003	TC	8,672	257 S Vineyard Rd.	Vineyard	YES	NO	Developed
COM-S	VIN	006	TC	239	A portion of Vineyard Rd. just N of the 3600 N intersection	Vineyard	YES	NO	Developed
DD	MSP102	001	TC	10,890	714 & 716 W 300 S	Salt Lake	NO	YES	Developed
DD	MSP102	003	TC	5,395	716 W 300 S	Salt Lake	NO	YES	Developed
DD	MSP102	004	TC	1,562	400 S 600 W	Salt Lake	NO	YES	Developed
DRLRT	DRE	003:T	TC	643	362 E 11400 S	Draper	NO	NO	Developed
DRLRT	DRE	009, 009:E	TC	389	12091 S 800 E	Draper	NO	NO	Developed
DRLRT	DRE	011, 011:E, 011:2E	TC	5,646	781 E 11900 S	Draper	NO	YES	Developed
DRLRT	DRE	015, 15:E	TC	221,000	1075 - 1085 E 12300 S	Draper	NO	YES	Developed
DRLRT	DRE	017:T, 018:T, 017:E	TC	113,692	11824, 11832, 11840 S 700 E	Draper	NO	YES	Undeveloped
DRLRT	DRE	019, (19:E, 19:2E conveyed by UTA)	TC	53,934	689 E 11900 S (Kimballs Ln)	Draper	NO	YES	Developed
DRLRT	DRE	021:T	TC	117,612	11400 S 361 E	Sandy	NO	NO	Undeveloped
DRLRT	DRE	022:T	TC	89,734	331 E 11400 S	Draper	NO	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
DRLRT	DRE	026	TC	2,676	466 E Camden Park Ct.	Draper	NO	YES	Developed
DRLRT	DRE	027	TC	762	469 E Camden Park Ct.	Draper	NO	YES	Developed
DRLRT	DRE	028	TC	7,343	409 E 11000 S	Draper	NO	YES	Developed
DRLRT	DRE	029	TC	12,056	411 E 11400 S	Draper	NO	YES	Developed
DRLRT	DRE	042	TC	278	476 E Camden Park Court	Draper	NO	NO	Developed
DRLRT	DRE	043	TC	1,189	11462 Camden Park Lane	Draper	NO	YES	Developed
DRLRT	DRE	044	TC	1,120	11476 S Camden Park Lane	Draper	NO	YES	Developed
DRLRT	DRE	045, 045:E	TC	475	11486 S Camden Park Lane	Draper	NO	YES	Developed
DRLRT	DRE	046, 046:E	TC	94	11498 S Camden Park Lane	Draper	NO	NO	Developed
DRLRT	DRE	052	TC	82	12300 S (SEC - Draper Parkway & ROW)	Draper	NO	NO	Developed
DRLRT	DRE	053	TC	-	Access/Boundary Agmt-867 E 12200 S	Draper	NO	YES	Developed
EIM	EIM	001	TC	752,891	669 W 200 S	Salt Lake	YES	NO	Developed
FRNX	BRG	1121	TC	469,927	1200 W 1100 S	Brigham	NO	NO	Developed
FRNX	BRG	1142, 1142:E	TC	45,832	532 S 900 W	Brigham	NO	NO	Developed
FRNX	BRG	1143	TC	3,519	450 S 900 W	Brigham	NO	NO	Developed
FRNX	BRG	1148	TC	31,092	260 S 800 W	Brigham	NO	NO	Developed
FRNX	PER	1087:T, & REF 1087:T	TC	65,049	3350 S Perry St.	Perry	NO	NO	Developed
FRNX	PER	1097	TC	16,664	1501 W 3225 S	Perry	NO	NO	Developed
FRNX	PER	1098	TC	18,440	3160 S Perry St.	Perry	NO	NO	Developed
FRNX	PER	1108	TC	2,907	1310 W Cannery St.	Perry	NO	NO	Developed
FRNX	PER	1109, 1109:2	TC	12,852	2850 S Perry St.	Perry	NO	NO	Developed
FRNX	PER	1118, 1118:2	TC	205,800	1380, 1450 & 1502 W Davis Dr.	Perry	NO	NO	Developed
FRNX	WLD	1002	TC	72,310	865 W 8700 S	Willard	NO	NO	Developed
FRNX	WLD	1051	TC	8,921	188 S 200 W	Willard	NO	NO	Developed
FRNX	WLD	1052	TC	24,413	110 S 250 W	Willard	NO	NO	Developed
FRNX	WLD	1055	TC	4,428	68 S 500 W	Willard	NO	NO	Developed
FRNX	WLD	1070	TC	1,632,572	550 W 750 N	Willard	NO	NO	Developed
FRNX	WLD	1071:T	TC	80,214	500 W 750 N	Willard	NO	NO	Developed
FRNX	WLD	1072	TC	139,427	350- 500 W 750 N	Willard	NO	NO	Undeveloped
FRNX	WLD	1083, 1083:2	TC	90,102	3630 S Perry St.	Willard	NO	NO	Developed
FRNX	WLD	800	TC	941,394	8700 to 6800 S 200 W	Willard	NO	NO	Undeveloped

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FTU	BC	001	TC	196,455	199 S 800 W	Brigham	NO	NO	Undeveloped
FTU	BRT	052	TC	311,310	5600 W 5400 S	West Valley	NO	NO	Undeveloped
FTU	FTU	001	TC	122,866	17th St. and Gibson Ave	Ogden	NO	YES	Undeveloped
FTU	FTU	002	TC	12,197	1763 Gibson Ave	Ogden	NO	YES	Undeveloped
FTU	FTU	003	TC	416,434	1731 Gibson Ave	Ogden	NO	YES	Undeveloped
FTU	FTU	004	TC	226,076	1700 S St.	Ogden	NO	YES	Undeveloped
FTU	FTU	024	TC	29,621	1300 S 525 W	Salt Lake	NO	NO	Undeveloped
FTU	FTU	025	TC	259,182	2053 S 900 W	South Salt Lake	NO	NO	Developed
FTU	FTU	029	TC	59,781	4864 S Box Elder St.	Murray	NO	NO	Developed
FTU	FTU	031	TC	19,603	41 W 4800 S	Murray	NO	NO	Undeveloped
FTU	FTU	033 (Disp. UDOT Ref. Parcel 18)	TC	2,666	7776 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	034 (Disp. UDOT Ref. Parcel 18, 18.2F, 18D)	TC	18,219	7788 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	035 (Disp. UDOT Ref. Parcel 18)	TC	11,678	7768 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	036 (Disp. UDOT Ref. Parcel 18)	TC	19,675	7750 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	038	TC	8,320	8245 S State St.	Midvale	NO	NO	Developed/Undeveloped
FTU	FTU	039	TC	4,704	8236 S 100 E	Sandy	NO	NO	Undeveloped
FTU	FTU	043	TC	17,860	Part of Sec 23, T43, R1W, SLB &M	Draper	NO	NO	Undeveloped
FTU	FTU	044	TC	464,350	211 W Highland Dr.	Draper	NO	NO	Undeveloped
FTU	FTU	045	TC	108,464	2340 S 900 W	South Salt Lake	NO	NO	Developed
FTU	FTU	046	TC	36,957	3475 W Norris View Ln.	West Jordan	NO	NO	Developed
MF	MF	019	TC	95,832	120 S 600 W	Salt Lake	NO	YES	Developed
MF	MF	020	TC	13,504	143 S 700 W	Salt Lake	NO	YES	Developed
MF	MF	021	TC	154,638	630 W 200 S	Salt Lake	NO	YES	Developed
MF	MF	022	TC	12,632	161 S 700 W	Salt Lake	NO	YES	Developed
MF	MF	023	TC	40,511	133 S 700 W	Salt Lake	NO	YES	Developed
MF	MF	027	TC	3,105,692	3667 S 1030 W & 3562 & 3610 S 900 W & 898 W Fine Dr.	Salt Lake	NO	YES	Developed/Undeveloped
MF	MF	032	TC	591,577	582 W 6960 S	Salt Lake	YES	YES	Developed
MF	MF	045	TC	80,329	1100 W Geneva Rd.	Orem	NO	YES	Developed
MF	MF	046	TC	786,258	1200 S Geneva Rd.	Orem	NO	YES	Developed
MF	MF	MF-007-016,F	TC	511,328	137 W 17th St.	Ogden	NO	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
MF	MSP081	001	TC	45,482	90 S Garnet St., Suite 2	Tooele	NO	YES	Developed
MJLRT	MJ	000	TC	4,286,304	Remainder of Bingham Industrial Lead from 0.18 to 6.60 and Dalton Spur	West Jordan	YES	YES	Preserved Corridor
MJLRT	MJ	001, 001:E	TC	13,359	6300 S 300 W	Murray	YES	YES	Developed
MJLRT	MJ	002	TC	47,289	6395 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	004	TC	21,780	301 W Winchester, 6429 S Meyers Ln.	Murray	NO	YES	Developed
MJLRT	MJ	005	TC	16,932	6425 S Meyers Ln.	Murray	YES	YES	Developed
MJLRT	MJ	012:T	TC	11,288	6435 S Meyers Ln.	Murray	YES	YES	Developed
MJLRT	MJ	014, 014:E, 015, 015:E	TC	8,092	6450 S & 6464 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	016	TC	252	389 W Winchester Ave.	Murray	YES	YES	Developed
MJLRT	MJ	017, 017:E, 018, 018:E	TC	2,046	397 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	019, 020	TC	1,223	411 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	023, 023:E	TC	1,951	7125 S 600 W #SEG	Murray	NO	YES	Developed
MJLRT	MJ	024, 024:2	TC	8,999	591 W Ninth Ave.	Midvale	YES	YES	Developed
MJLRT	MJ	025, 025:E	TC	2,691	621 W Ninth Ave.	Midvale	YES	YES	Developed
MJLRT	MJ	026, 026:E, 026:2E, 098:E, 104:E	TC	191,229	7387 S Bingham Junction Blvd.	Midvale	YES	YES	Developed
MJLRT	MJ	031, 032	TC	20,909	1073 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	033	TC	28,314	1099 W 7800 S	West Jordan	NO	YES	Developed
MJLRT	MJ	034:T, 039:T	TC	23,479	1100 W 7800 S	West Jordan	YES	NO	Developed
MJLRT	MJ	035	TC	33,106	1135 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	037	TC	784	997 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	038	TC	222	991 W 7800 S	West Jordan	NO	YES	Developed
MJLRT	MJ	041, 091, 099, 100, 102, 102:E, 102B	TC	20,216	2150 W Sugar Factory Rd.	West Jordan	YES	NO	Developed
MJLRT	MJ	042:T	TC	3,049	7897 S 1300 W	Salt Lake	YES	YES	Developed
MJLRT	MJ	046, 046:E, 046:2E, 046:3E	TC	3,152	7902 S 1410 W	West Jordan	YES	YES	Developed
MJLRT	MJ	047, 048, 048B	TC	351,530	1563 W 8020 S & 8021 S Redwood Rd.	West Jordan	YES	YES	Developed
MJLRT	MJ	051	TC	3,073	8065 S Redwood Rd.	West Jordan	YES	YES	Developed
MJLRT	MJ	052	TC	627	8071 S Redwood Rd.	West Jordan	YES	YES	Developed
MJLRT	MJ	055, 055:2, 055:2:E, 055:E, 057:T	TC	195,584	8305 S, 8323 S 2700 W	West Jordan	YES	YES	Developed
MJLRT	MJ	056	TC	67,954	8349 S 2700 W	West Jordan	YES	YES	Developed
MJLRT	MJ	058	TC	17,758	8399 S Dunlop Dr.	West Jordan	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
MJLRT	MJ	058B	TC	19,331	8399 S Dunlop Dr.	West Jordan	YES	YES	Developed
MJLRT	MJ	060, 060:E	TC	3,500	8523 S 2940 W	West Jordan	YES	YES	Developed
MJLRT	MJ	065, 066	TOD	475,240	3295 W 8600 S	West Jordan	YES	YES	Undeveloped
MJLRT	MJ	067, 068 (UDOT 003:T, 004:T)	TC	119,172	4742, 4766 W Old Bingham Hwy.	West Jordan	YES	NO	Undeveloped
MJLRT	MJ	069, 069:E	TC	744	9780 S 5200 W	West Jordan	YES	YES	Developed
MJLRT	MJ	070	TC	1,008,633	5650 W Old Bingham Hwy.	West Jordan	YES	YES	Developed/Undeveloped
MJLRT	MJ	071, 071:E, 071:2E	TC	26,328	5701 W 10301 S	Salt Lake	YES	YES	Developed
MJLRT	MJ	076, 076:E	TC	506	2802 W Haun Dr.	West Jordan	NO	YES	Developed
MJLRT	MJ	077:T	TC	10,575	6419 S Cottonwood St.	Murray	YES	NO	Developed/Undeveloped
MJLRT	MJ	078	TC	12,262	6390 S 300 W	West Jordan	YES	YES	Developed
MJLRT	MJ	079, 079:E, 013:T	TC	12,197	6477 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	081, 081:2, 081:E, 081:2E	TC	436	6490 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	082, 083	TC	1,590	2792 W Fahnian Cir.	West Jordan	YES	YES	Developed
MJLRT	MJ	089, 089:E	TC	948	377 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	090, 090:E	TC	1,358	372 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	092, 092:2	TC	260	8399 S Dunlop Dr. #APXBT	West Jordan	YES	YES	Developed
MJLRT	MJ	093, 093:B	TC	2,778	2874 W 8421 S	West Jordan	YES	YES	Developed
MJLRT	MJ	094, 094:E	TC	6,201	1100 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	095	TC	14,263	646 W Ninth Ave	West Jordan	YES	YES	Developed
MJLRT	MJ	101B, 101	TC	220	8397 Spaulding Ct.	West Jordan	NO	YES	Developed
MJLRT	MJ	119A	TC	-	2728 Fahnian Cir.	West Jordan	NO	NO	Developed
MJLRT	MJ	120, 120:E	TC	845	3189 W 8565 S	West Jordan	NO	YES	Developed
MJLRT	MJ	121A	TC	-	2708 W Fahnian Cir.	West Jordan	NO	NO	Developed
MJLRT	MJ	123, 123:E	TC	359	3187 W 8565 S	West Jordan	NO	NO	Developed
MJLRT	MJ	124, 124:E	TC	71	3173 W 8565 S	West Jordan	NO	NO	Developed
MJLRT	MJ	125A	TC	-	2736 W Fahnian Cir.	West Jordan	NO	NO	Developed
MJLRT	MJ	127, 127:E	TC	66	3547 W Norris View Ln.	West Jordan	NO	YES	Developed
MJLRT	MJ	128, 128:E, 128:2E	TC	5,086	3573 W Norris View Ln.	West Jordan	NO	YES	Developed
MJLRT	MJ	130	TC	58,825	3970 W Old Bingham Hwy.	West Jordan	NO	YES	Developed
NSLRT	NS	001	TC	12,375,500	M.P. 775.19 - 798.74	Draper	NO	YES	Developed
NSLRT	NS	002	TC	6,534	969 S 200 W	Salt Lake	NO	YES	Developed



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NSLRT	NS	003	TC	77,537	1300 S 189 W	Salt Lake	NO	YES	Developed
NSLRT	NS	004	TC	54,450	142 W 1300 S	Salt Lake	NO	YES	Developed
NSLRT	NS	005	TC	34,848	2100 S 221 W	South Salt Lake	NO	YES	Developed
NSLRT	NS	006	TC	35,284	3197 S Washington St.	South Salt Lake	NO	YES	Developed
NSLRT	NS	007	TC	17,991	210 W 3300 S	South Salt Lake	NO	YES	Developed
NSLRT	NS	008	TC	28,314	3205 S Washington St.	South Salt Lake	NO	YES	Developed
NSLRT	NS	009	TC	15,682	3227 S Washington St.	South Salt Lake	NO	YES	Developed
NSLRT	NS	010	TOD	326,700	3844 S W Temple St.	Salt Lake	YES	YES	Developed
NSLRT	NS	011	TC	189,408	4350 S Main St.	Murray	NO	YES	Developed
NSLRT	NS	012	TC	69,696	89 W Fireclay Ave.	Murray	NO	YES	Developed
NSLRT	NS	013, 013:E	TC	100,188	4340 S Main St.	Murray	NO	YES	Developed
NSLRT	NS	014	TC	12,632	4916 S Box Elder St.	Murray	NO	YES	Developed
NSLRT	NS	015	TC	284,011	5200 S Main St.	Murray	NO	YES	Developed
NSLRT	NS	018	TC	160,736	222 W Winchester	Murray	YES	YES	Developed
NSLRT	NS	019	TC	19,166	202 W Winchester	Murray	NO	YES	Developed
NSLRT	NS	020	TC	3,466	6225 S 300 W	Murray	NO	YES	Developed
NSLRT	NS	021	TC	45,738	5813 and 5823 S 300 W	Murray	NO	NO	Undeveloped
NSLRT	NS	022	TC	231,304	6960 S 600 W	Midvale	YES	NO	Developed
NSLRT	NS	023	TC	25,265	175 W 7200 S	Midvale	NO	YES	Developed
NSLRT	NS	024	TOD	255,568	205 W 7200 S	Midvale	NO	YES	Developed/Undeveloped
NSLRT	NS	025	TC	871	107 W Center St.	Midvale	NO	YES	Developed/Undeveloped
NSLRT	NS	026	TC	46,041	724 E Center St.	Midvale	NO	NO	Developed
NSLRT	NS	027	TC	5,414	686 E Center St.	Midvale	NO	YES	Developed
NSLRT	NS	028	TC	41,818	740 E Center St.	Midvale	NO	YES	Developed
NSLRT	NS	029	TC	21,780	740 E Center St.	Midvale	NO	YES	Developed
NSLRT	NS	030	TC	4,437	19 S Coolidge St.	Midvale	YES	YES	Developed
NSLRT	NS	031	TC	39,640	7900 S State St.	Midvale	NO	YES	Developed
NSLRT	NS	032	TC	7,841	7877 So. Taft St. (SFR lot)	Midvale	NO	YES	Undeveloped
NSLRT	NS	033T	TC	15,682	7877 S Taft St.	Midvale	NO	YES	Developed
NSLRT	NS	034	TC	2,768	7800 S State St.	Midvale	NO	NO	Undeveloped
NSLRT	NS	035	TC	5,401	8960 S 180 E	Sandy	NO	YES	Developed

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NSLRT	NS	036	TC	10,019	8960 S 180 E	Sandy	NO	YES	Developed
NSLRT	NS	037	TC	10,019	9650 S 170 E	Sandy	NO	YES	Undeveloped
NSLRT	NS	038	TC	87,120	9949 S State St.	Sandy	NO	YES	Undeveloped
NSLRT	NS	040	TC	649,522	9949 S State St.	Sandy	NO	YES	Developed/Undeveloped
NSLRT	NS	041	TC	8,276	100 E 9900 S	Sandy	NO	YES	Developed
NSLRT	NS	042	TC	158,994	10000 S 120 E	Sandy	NO	YES	Developed
NSLRT	NS	045	TC	2,331	7105 S Cottonwod St.	Midvale	NO	NO	Developed
NSLRT	NS	5900 S	TC	265	519 S 275 W	Murray	NO	NO	Developed
NSLRT/MJLRT	NS/MJ	044/003	TC	12,272	6417 S Cottonwood St.	Murray	NO	YES	Developed
OIH	OIH	001	TOD	229,997	2393 Wall Ave.	Ogden	NO	YES	Developed/Undeveloped
PI	PI	1682A	TC	4,736	92 N 1200 E	Lehi	NO	NO	Developed
PI	PI	1682B	TC	5,333	945 W 500 N	American Fork	NO	NO	Developed
PI	PI	Duane Chase	TC	171,060		Lehi	NO	NO	Undeveloped
PIH	PIC	001	TOD	26,395	701 S Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	002	TOD	167,270	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	003	TOD	105,328	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	004	TOD	217,800	721 Freedom Blvd.	Provo	NO	NO	Developed
PIH	PIC	005	TOD	10,007	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	006	TOD	95,919	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	008	TOD	19,474	721 Freedom Blvd.	Provo	NO	YES	Developed
SLIM	SLIM	001	TOD	579,348	600 W 200, 300 S	Salt Lake	NO	NO	Developed/Undeveloped
SP-1591	SP-1591	UTA TL-1, 1:E	TC	58	1250 E 500 S	Salt Lake	NO	NO	Developed
Sugar House	SH	001, 001:E, 001:2E	TC	6,220	2212 S W Temple St.	South Salt Lake	NO	YES	Developed
ULRT	UL	001	TC	2,614	450 S State St.	Salt Lake	NO	YES	Developed
ULRT	UL	002	TC	208	375 S State St.	Salt Lake	NO	YES	Developed
ULRT	UL	004, 005, 005A	TC	1,799	200 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	007	TC	549	525 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	008	TC	200	564 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	009	TC	457	650 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	010-1	TC	235	664 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	010-2	TC	536	680 E 400 S	Salt Lake	NO	YES	Developed

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ULRT	UL	011	TC	70	677 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	012	TC	122	710 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	013-1	TC	1,307	701 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	013-2	TC	984	765 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	014	TC	450	860 E 400 S	Salt Lake	NO	NO	Developed
ULRT	UL	015	TC	4,000	860 E 400 S	Salt Lake	NO	NO	Developed
ULRT	UL	016	TC	823	333 S 900 E	Salt Lake	NO	YES	Developed
ULRT	UL	017	TC	6,970	928 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	018	TC	1,198	471 S 1000 E	Salt Lake	NO	YES	Developed
ULRT	UL	019	TC	70	491 S 1100 E	Salt Lake	NO	YES	Developed
ULRT	UL	020	TC	989	400 S 900 E	Salt Lake	NO	YES	Developed
ULRT	UL	021	TC	48	1320 E 500 S	Salt Lake	NO	YES	Developed
UPRR-01	UP	001	TC	3,742,073	782.48-818.05 (35.57) UP Salt Lake Subdivision (OSL) 3.4a	Salt Lake-Ogden	YES	NO	Preserved Corridor
UPRR-01	UP	002	TC	628,048	M.P. 817.5, W of Ogden Yd., 30th St.	Ogden	YES	NO	Undeveloped
UPRR-01	UP	003	TC	220,631	M.P. 817.5, W of Ogden Yd., 30th St.	Ogden	YES	NO	Undeveloped
UPRR-01	UP	004	TC	427,280	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	YES	NO	Undeveloped
UPRR-01	UP	005	TC	133,337	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	YES	NO	Undeveloped
UPRR-01	UP	006	TC	64,861	M.P. 775.0 and 5600 S	Roy	YES	NO	Undeveloped
UPRR-01	UP	007	TC	163,350	M.P. 809.0 and 200 S	Clearfield	YES	NO	Undeveloped
UPRR-01	UP	008	TC	2,582,294	1250 S, Highway 91	Clearfield	YES	NO	Developed/Undeveloped
UPRR-01	UP	009	TC	40,032	M.P. 807.3 and S Side Antelope Dr.	Layton	YES	NO	Undeveloped
UPRR-01	UP	010	TC	59,154	M.P. 767.1 and Gentile Rd.	Layton	YES	NO	Undeveloped
UPRR-01	UP	011	TC	1,481	M.P. 805.3, 800 no., W of King St.	Layton	YES	NO	Undeveloped
UPRR-01	UP	012	TC	20,647	M.P. 802.3, near Grain Elev. 100 N	Kaysville	YES	NO	Undeveloped
UPRR-01	UP	013	TC	109,248	MP 755.5 Pages Lane	Bountiful	YES	NO	Undeveloped
UPRR-01	UP	014	TC	11,349,558	MP. 754.31-778.0 (23.69)DRGW 3.2a	North Salt Lake - Ogden	YES	NO	Preserved Corridor
UPRR-01	UP	015	TC	1,589,940	Beck St.	Salt Lake	YES	NO	Developed
UPRR-01	UP	016	TC	9,452	M.P. 743.0, SW Cor 1700 S & I-15	Salt Lake	YES	NO	Undeveloped
UPRR-01	UP	017	TC	7,579	M.P. 740.6, SW Cor 3300 S & I-15	Salt Lake	YES	NO	Undeveloped
UPRR-01	UP	018	TC	112,820	M.P. 739.5, S of 3900 S	South Salt Lake	YES	NO	Undeveloped

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UPRR-01	UP	019	TC	1,185,801	0.00-2.74 (2.74) Sugarhouse Spur 3.2e 2240 S Main St. (-501-004) & 3100 S W Temple (-280-002)	South Salt Lake- Salt Lake	YES	NO	Preserved Corridor
UPRR-01	UP	020	TC	-		Wasatch Front	YES	NO	Preserved Corridor
UPRR-01	UP	021	TC	2,215,810	Nern 35' of MP 0.00 - 6.60 and all of 6.60 - 11.81 Bingham Ind. Lead	West Jordan	YES	NO	Preserved Corridor
UPRR-01	UP	022	TC	1,938,113	729.50 -745.50 (16) Subdivision (Salt Lake) 3.4c	Sandy -Salt Lake	YES	NO	Preserved Corridor
UPRR-01	UP	023	TC	131,116	12800 S and M.P. 728 Mainline	Draper	YES	NO	Undeveloped
UPRR-01	UP	024	TC	159,430	M.P. 727.5 and 13200 S	Draper	YES	NO	Undeveloped
UPRR-01	UP	025	TC	484,823	M.P. 725.0 and 13400 S	Riverton	YES	NO	Undeveloped
UPRR-01	UP	026	TC	201,509	M.P. 723.7 narrows (inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	027	TC	185,043	M.P. 723.0 narrows (inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	028	TC	108,447	M.P. 722.5 narrows (Inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	029	TC	40,946	M.P. 721.5 narrows (inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	030	TC	260,184	M.P. 771.00 and 2100 N	Lehi	YES	NO	Undeveloped
UPRR-01	UP	031	TC	15,420	M.P. 717.0	Lehi	YES	NO	Undeveloped
UPRR-01	UP	032	TC	6,698,657	M.P. 775.23-762.00 (13.23) Provo Industrial Lead 3.2f	Lindon-Lehi	YES	NO	Preserved Corridor
UPRR-01	UP	033	TC	25,134	M.P. 766.5 100 n & 200 E	American Fork	YES	NO	Developed
UPRR-01	UP	034	TC	21,606	M.P. 763.5 HWY 89 & 300 S	Pleasant Grove	YES	NO	Undeveloped
UPRR-01	UP	035	TC	74,705	M.P. 698.5 N of Geneva Rd.	Geneva	YES	NO	Undeveloped
UPRR-01	UP	036	TC	1,686,643	MP 752.41-757.25 (4.84) Sharp Subdivision 3.2c	Provo-Lindon	YES	NO	Preserved Corridor
UPRR-01	UP	037	TC	2,489,890	M.P. 705.71-729.50 (23.79) UP Provo Subdivision (Lakota) 3.4b		YES	NO	Preserved Corridor
UPRR-01	UP	038	TC	222,157	M.P. 752.41-750.18 (2.23) Sharp Subdivision (University)3.4d	Provo-Springville	YES	NO	Preserved Corridor
UPRR-01	UP	039	TC	23,522	M.P. 701.1 800 W 600 S	Provo	YES	NO	Undeveloped
UPRR-01	UP	040	TC	3,572	M.P. 695.8 S of Provo Yard	Provo	YES	NO	Undeveloped
UPRR-01	UP	041	TC	27,704	M.P. 695.8, 400 So., W of Springville	Springville	YES	NO	Developed
UPRR-01	UP	042	TC	440,392	M.P. 749.99-745.82 (4.17) Sharp Subdivision (Springville)3.4e	Springville	YES	NO	Preserved Corridor
UPRR-01	UP	043	TC	4,826,884	0.00-13.06 (13.06) Tintic Industrial Lead 3.2d	Spanish Fork- Payson	YES	NO	Preserved Corridor
UPRR-02	UP2	001	TC	1,028,887	500 W and 900 N	Salt Lake	YES	NO	Developed
UPRR-02	UP2	001A	TC	17,672	600-800 N 500 W	Salt Lake	NO	NO	Developed
UPRR-03	UP3	001	TC	32,931	Dalton Spur - 6045 W Old Bingham Hwy	West Jordan	YES	NO	Preserved Corridor

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
WVLRT	WV	001, 001:E, 001:E1	TC	6,443	2791 W 3650 S	West Valley	NO	NO	Developed
WVLRT	WV	002, 002:E, 002:E1, 002:E2	TC	1,032	3610 S 2870 W	West Valley	NO	NO	Developed
WVLRT	WV	003, 003:E	TC	6,780	2850 W 3590 S (2850 W Lehman Ave.)	West Valley	NO	NO	Developed
WVLRT	WV	006	TC	9,205	2841 W Lehman Ave.	West Valley	YES	NO	Developed
WVLRT	WV	013	TC	101,978	2842 W Lehman Ave	West Valley	NO	YES	Developed
WVLRT	WV	053:Q, 053:2Q	TC	58,630	3100 S Maple Way	West Valley	NO	NO	Developed
WVLRT	WV	054:Q, 054:2Q I-215-9(6)297	TC	30,492	3100 S Constitution Blvd.	West Valley	NO	NO	Developed
WVLRT	WV	092:2, RMP WO# 5126636-30	TC	53	2690 W 3100 S	West Valley	NO	NO	Developed
WVLRT	WV	100:T	TC	10,691	2681 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	101:T 101-RMP WO 5126636-1	TC	8,284	2655 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	102:T	TC	8,283	2653 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	103:T	TC	9,417	3116 S Maple Way	West Valley	YES	NO	Developed
WVLRT	WV	104:T	TC	9,723	3115 S Maple Way	West Valley	YES	NO	Developed
WVLRT	WV	105:T	TC	12,768	2589 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	106:T	TC	10,360	2587 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	107	TC	772	2574 W Robin Way	West Valley	YES	NO	Developed
WVLRT	WV	121	TC	10,101	2313 W Parkway Blvd	West Valley	NO	NO	Developed
WVLRT	WV	140, 141	TC	4,356	2745 S Redwood Rd.	West Valley	NO	NO	Developed
WVLRT	WV	142, 143, 144	TC	8,292	1690, 1692, 1686 W Claybourne Ave.	West Valley	YES	NO	Undeveloped
WVLRT	WV	145	TC	2,291	1680 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	146	TC	1,090	1676 W Claybourne Ave.	West Valley	YES	NO	Undeveloped
WVLRT	WV	147	TC	741	1674 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	148	TC	391	1620 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	149	TC	165	1618 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	150	TC	114	1616 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	151, 152	TC	74	1614 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	153	TC	310	1600 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	157	TC	291	1633 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	158	TC	433	1601 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	159	TC	208	2752 S Lester St.	West Valley	YES	NO	Developed
WVLRT	WV	169	TC	212	1577 W Southgate Ave.	West Valley	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
WVLRT	WV	170	TC	239	1569 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	171, 171.1	TC	225	1547 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	172	TC	225	1555 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	173	TC	254	1545 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	174	TC	1,381	1531 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	175	TC	7,569	1525 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	181	TC	18,497	1493 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	182	TC	21,625	1400 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	183	TC	23,100	1401 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	184	TC	43,580	1363 W Crystal Ave.	West Valley	YES	NO	Undeveloped
WVLRT	WV	185, RMP Easement	TC	22,155	1225 W 2625 S	West Valley	YES	NO	Developed
WVLRT	WV	187, RMP Easement	TC	22,686	1235 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	188:T	TC	13,939	2656 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	189, 189:E	TC	5,855	3650 S Chesterfield St	West Valley	YES	NO	Developed
WVLRT	WV	191, 192, 193, 193:E	TC	89,822	2910, 2625, 2645 S Chesterfield St.	West Valley	NO	NO	Developed
WVLRT	WV	194, 194:E	TC	25,099	2613 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	195, 195:E; 195:E1	TC	4,884	2593 S Chesterfield St	West Valley	YES	NO	Developed
WVLRT	WV	196	TC	1,131	2581 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	200	TC	5,512	2551 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	201, 201:1	TC	1,136	2516 S Winton St.	West Valley	YES	NO	Developed
WVLRT	WV	207, 208, 209	TC	36,627	2505 S Winton St. (WV-207 & -209); 2501 S Winton St. (WV-208)	West Valley	YES	NO	Developed
WVLRT	WV	231, 231:1, 231:ST	TC	113,356	1264 W 2240 S	West Valley	YES	NO	Developed
WVLRT	WV	232, 233	TC	1,056,976	2200 S 900 W	West Valley	YES	NO	Developed
WVLRT	WV	234, 234:E; 234:2E, 234:3E, RMP Easement Section 23	TC	34,362	2265 S 900 W	West Valley	YES	NO	Developed
WVLRT	WV	237, 237:E, 237:SQ, RMP Easement Section 23	TC	32,567	823 W Davis Rd.	West Valley	YES	NO	Developed
WVLRT	WV	238:A, 238:AQ, 238:ZE, 239:A, 239:AQ, 239:2E, 242:O, 242:EQ	TC	35,869	830 W Davis Rd.	West Valley	NO	NO	Developed
WVLRT	WV	246, 247, 248	TC	7,243	2225 S 300 W	West Valley	YES	NO	Developed
WVLRT	WV	253, 253:1	TC	6,727	360 W Bugatti Ave.	West Valley	YES	NO	Developed
WVLRT	WV	255, 255:1	TC	230	360 W Bugatti Ave.	West Valley	YES	NO	Developed
WVLRT	WV	259	TC	2,753	250 W Crossroad Sq.	West Valley	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
WVLRT	WV	260	TC	1,501	210 W Crossroad Sq.	West Valley	YES	NO	Developed
WVLRT	WV	261	TC	2,185	2191 S 300 W	West Valley	YES	NO	Developed
WVLRT	WV	Interlocal Agreement	TC	22,246	2825 W Lehman Ave., 3650 S Market St.	West Valley	NO	NO	Developed
WVLRT	WV - Amend:11	240, 241, 241:2E, 241:EX	TC	38,291	Parcel 240 & 241	West Valley	YES	NO	Developed
WVLRT	WVIH	WVIH or BRT-25T	TC	7,841	3600 S Market St.	West Valley	NO	YES	Developed



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/10/2023

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**TO:** Board of Trustees  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Carlton Christensen, Chair of the Board

**TITLE:**

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**R2023-05-01 - Resolution Approving Amendment Two to the Terms and Conditions of Employment for Executive Director Jay Fox**

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**AGENDA ITEM TYPE:**  
Resolution

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**RECOMMENDATION:**  
Adopt the Resolution R2023-05-01 to approve Amendment Two to Jay Fox's Employment Agreement.

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**BACKGROUND:**  
In November 2021, the Board of Trustees authorized in Resolution R2021-11-03 the terms and conditions of employment for Jay Fox as UTA's Executive Director (UTA Contract No. 21-P00127). A First Amendment was approved by the Board on February 23, 2022, and it is the desire of the Board to now consider a Second Amendment to the agreement based on Mr. Fox's 2022 performance.

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**DISCUSSION:**  
A Second Amendment to Jay Fox's employment agreement is being proposed for final approval by the Board of Trustees. The proposed amendment would:

- Accelerate the exercise date of specified option years and extend the term of employment to January 9, 2027.
- Adjust the effective date for potential compensation increases to be consistent with the date of pay raises for other UTA administrative employees.
- Authorize a 4% merit increase for the Employee's 2022 performance year.



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**CONTRACT SUMMARY:**

<b>Contract Number:</b>	No. 21-P00127
<b>Base Contract Effective Dates:</b>	January 10, 2022
<b>Extended Contract Dates:</b>	January 9, 2027

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**ALTERNATIVES:**

The Board may choose to revise all or part of the proposed amendment.

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**FISCAL IMPACT:**

Upon adoption of this amendment, Mr. Fox's base salary will be \$275,600. This salary increase is included in UTA's 2023 operating budget.

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**ATTACHMENTS:**

Resolution R2023-05-01

Contract Amendment #2 (as exhibit to resolution)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING AMENDMENT TWO TO THE TERMS AND  
CONDITIONS OF EMPLOYMENT FOR EXECUTIVE DIRECTOR JAY FOX**

R2023-05-01

May 10, 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 – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Act provides that the Authority’s Board of Trustees (“Board”) shall hire, set the salary, and develop performance targets and evaluations for its executive director pursuant to §17B-2a-808.1(2)(j); and

WHEREAS, the Board approved in Resolution R2021-11-03 the terms and conditions of employment for Executive Director Jay Fox; and

WHEREAS, Jay Fox was sworn under oath of office to act as the executive director (“Executive Director”) of Authority on January 12, 2022; and

WHEREAS, the Executive Director has rendered exemplary service to the Authority in the performance of his duties; and

WHEREAS, the terms and conditions of the Executive Director’s employment are governed by UTA Contract No. 21-P00127 (“Agreement”); and

WHEREAS, the Board finds it is in the best interests of the Authority to amend the Agreement as reflected in Amendment Two to the Executive Director Employment Agreement attached hereto as Exhibit A.

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

1. That the Board of Trustees hereby approves Amendment Two to the Executive Director Employment Agreement, attached as Exhibit A.

Approved and adopted this 10th day of May, 2023.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
5E3257B1CF024B9...  
\_\_\_\_\_  
Legal Counsel

## **Exhibit A**

### Amendment Two to Executive Director Employment Agreement

## AMENDMENT TWO TO EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

WHEREAS, Utah Transit Authority (UTA) and Jay Fox (Employee) entered into an Executive Director Employment Agreement (Agreement) as UTA Contract No. 21-P00127 with an effective date of January 10, 2022; and

WHEREAS, UTA and Employee now desire to amend that Agreement by accelerating the exercise date of specified option years, adjusting the effective date for potential compensation increases to be consistent with the date of pay raises for other UTA administrative employees, and authorizing a 4% merit increase for the Employee's 2022 performance year;

NOW THEREFORE, FOR JUST AND VALUABLE CONSIDERATION, THE PARTIES AGREE TO AMEND AGREEMENT AS FOLLOWS:

1. Paragraph (2)(a) of the Agreement shall be amended as follows:
  - a. **Initial Term Plus Two One-Year Options** Authority shall employ Employee for the duties as set forth in Section 1 for the period commencing on January 10, 2022, and ending on January 9, 2025, plus two additional one-year options to be exercised in UTA's sole discretion, unless sooner terminated in accordance with the provisions of this Agreement. Both of the additional two one-year options described above are hereby exercised effective as of the date of this Amendment Two. The Term of employment is therefore extended to January 9, 2027.
2. Paragraph (3)(a) of the Agreement shall be amended as follows:
  - a. **Base Salary.** Authority shall pay Employee a base salary at the rate of \$265,000.00 per year, payable in equal biweekly installments. Employee's base salary shall be reviewed for increases on an annual basis, in conjunction with the annual performance review detailed in section 3.b. Adjustments to Employee's base salary shall be at a minimum rate of 3% for years two through the end of the Period of Employment, assuming acceptable performance. If raises exceed the minimum amount, they will be memorialized in written form and attached as an amendment hereto. Thereafter, such adjusted base salary shall be incorporated as if fully set forth herein. Any salary increases shall be effective on the same date in January as the effective date for pay raises for other administrative employees. Effective January 10, 2023, Employee received the minimum increase of 3% to his pay, plus an additional 1% increase due to the results of Employee's performance. Base salary after the increase is \$275,600.00 per year.

- 3. All other terms and conditions of the Agreement shall remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date of the last signature below.

UTAH TRANSIT AUTHORITY

EMPLOYEE


\_\_\_\_\_  
 Carlton Christensen  
 Chair, Board of Trustees  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Jay Fox  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Beth Holbrook  
 Trustee  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Jeff Acerson  
 Trustee  
 Date: \_\_\_\_\_

Approved as to form:

DocuSigned by:  
  
 \_\_\_\_\_  
 70E33A415BA44F6...torney General  
 UTA Legal Counsel



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/10/2023**

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**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:**

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**Contract: Camera System Overhaul for TRAX and FrontRunner (Dell Marketing L.P.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute a purchase order, and associated disbursements, with Dell Marketing L.P. in the amount of \$3,197,021.50 for the TRAX and FrontRunner video surveillance overhaul project.

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**BACKGROUND:**

The current video surveillance system in UTA train modes is Safety Vison. These systems are now outside of their device lifecycle, which creates failing devices and systems issues with upgrade software. This contract will be for the hardware purchase of cameras and recorders in the FrontRunner and light rail train cars. This will include cameras in the coach car as well. This will be a one-time hardware purchase of Dell systems recorders and cameras to be installed by UTA's Radio Communications and TRAX maintenance teams at Jordan River service center and Midvale Rail service center.

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**DISCUSSION:**

UTA needs to replace the Old Safety Vision/ Dell systems with new up-to-date hardware and software that has better resolution, more video retention, and best fits UTA's requirements. The current hardware has been long overdue for replacement and was installed with cameras that were outside of warranty. We currently only capture five to seven days of video in lower resolution, this updated system will give us four to five weeks of video retention in 1080p resolution.

UTA's Radio Communications, Jordan River and Midvale service center maintenance teams will be performing

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the installation of these video systems. Phase 1 of the project will be the FrontRunner locomotives installation. Phase 2 of the project will be the installation on coach and cab cars of FrontRunner. Phases 3 through 5 will be the TRAX light rail vehicles installation.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Dell Marketing L.P.
<b>Contract Number:</b>	2303714
<b>Base Contract Effective Dates:</b>	May 20, 2023 through Dec 31/2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	3,197,021.50
<b>Procurement Method:</b>	State Contract PA2213
<b>Budget Authority:</b>	2023-2027 Capital Plan

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**ALTERNATIVES:**

If Safety Vision/ Dell is unable to provide the upgraded hardware for UTA. Our system will continue degrading with end-of-life hardware that is no longer supported. Not having this system installed would be a detriment to operations, claims and the legal department.

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**FISCAL IMPACT:**

The cost of this project is \$3,197,021.50 from the 2023-2027 Capital Plan

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**ATTACHMENTS:**

Purchase Order

Dell Quote

[Link <https://statecontracts.utah.gov/Contract/Details/PA2213-IT-Technology%7C783d1c72-2a4b-41e7-ac06-bdbc0a3edc9d>](https://statecontracts.utah.gov/Contract/Details/PA2213-IT-Technology%7C783d1c72-2a4b-41e7-ac06-bdbc0a3edc9d) to Dell State contract PA2213



<b>DELL MARKETING L.P.</b> <b>C/O: DELL USA L.P.</b> <b>P.O. BOX 802816</b> <b>CHICAGO IL 60680-2816</b>				PURCHASE ORDER NUMBER		2303714	
				OG			
		<b>Utah Transit Authority</b> <i>An Equal Opportunity Employer</i>		PO Number Must Appear On All Invoices And Shipments			
				VENDOR NUMBER		PO DATE	
				1102836		4/25/2023	
SEND INVOICE TO:		SHIP TO:		ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING		RYAN M		*	
669 W 200 S		3600 S 700 W		BUYER		PAGE NUMBER	
SLC, UT 84101		Salt Lake City UT 84119		Wilson, Rick V		1 of 1	
		801-287-3008		www.rideuta.com			

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 3,197,021.50      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011978	4/25/23	1 EA	40-2229.65000.5008	TRAX Surveillance OverHaul Cody Steffensen	3197021.5000	3,197,021.50

**This PO is contingent on UTA Board of Trustees Approval**

**Per Utah State Contract PA2213**

**Michael L Bell**  Digitally signed by Michael L Bell  
Date: 2023.04.26 16:51:27 -06'00'

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](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 Order 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.**



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000149749015.2</b>	Sales Rep	Ryan Maikowski
<b>Total</b>	<b>\$3,197,021.50</b>	Phone	(800) 456-3355, 6180245
Customer #	2357566	Email	Ryan_Maikowski@Dell.com
Quoted On	Apr. 14, 2023	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	May. 14, 2023		UT TRANSIT AUTHORITY
Contract Name	Dell NASPO Computer		669 W 200 S
	Equipment PA - Utah		SALT LAKE CITY, UT 84101-1014
Contract Code	C000000013095		
Customer Agreement #	MNWNC-108 / PA2213		
Deal ID	25295688		

### Message from your Sales Rep

You can purchase this quote using the Quote to Order tool on dell.com or via your Dell Premier Page. Please let me know if you have any questions. Thank you!

Regards,  
Ryan Maikowski

### Additional Comments

Thank you for choosing Dell Technologies!

### Shipping Group

Shipping To	Shipping Method
BROCK SPENCER UT TRANSIT AUTHORITY 2264 S 900 W SOUTH SALT LAKE, UT 84119-1514 (801) 287-3624	Standard Delivery

Product	Unit Price	Quantity	Subtotal
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrns, Sens Hrns, (2) 360 Cams, (5) Fixed cams,Adaptors, 8	\$17,411.11	16	\$278,577.76

CS-Utah Transit Authority-Safety Vision 9000NVR 4TB SSD,Batt Hrns, Sens Hrns, (1) 360 Cam, 4 Fixed Cams,Adaptors, Decals	\$12,956.17	18	\$233,211.06
CS-Utah Transit Authority-(8)Safety Vision 9000NVR, (15) 4TB SSD, (8)Batt Hrns, (8)Sens Hrns, (12) 360 Cams, (60) Fixed	\$162,820.57	1	\$162,820.57
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrns, Sens Hrns, (6) 360 Cams, (5) Fixed cams,Adaptors, 8	\$20,598.50	22	\$453,167.00
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrns, (8) Interior Fixed MFIE Cams, (5) Exterior Fixed MF	\$17,364.43	40	\$694,577.20
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrns, (8) Interior Fixed MFIE Cams, (5) Exterior Fixed MF	\$17,852.83	77	\$1,374,667.91

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Subtotal:	\$3,197,021.50
Shipping:	\$0.00
Non-Taxable Amount:	\$3,197,021.50
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

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Total:	\$3,197,021.50
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## Shipping Group Details

### Shipping To

BROCK SPENCER  
 UT TRANSIT AUTHORITY  
 2264 S 900 W  
 SOUTH SALT LAKE, UT 84119-1514  
 (801) 287-3624

### Shipping Method

Standard Delivery

		Quantity	Subtotal
<b>CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrs, Sens Hrs, (2) 360 Cams, (5) Fixed cams,Adaptors, 8</b>		16	\$278,577.76

Estimated delivery if purchased today:

Jul. 04, 2023

Contract # C000000013095

Customer Agreement # MNWNC-108 / PA2213

Description	SKU	Unit Price	Quantity	Subtotal
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrs, Sens Hrs, (2) 360 Cams, (5) Fixed cams,Adaptors, 8	AC467086	-	16	-

	Quantity	Subtotal
<b>CS-Utah Transit Authority-Safety Vision 9000NVR 4TB SSD,Batt Hrs, Sens Hrs, (1) 360 Cam, 4 Fixed Cams,Adaptors, Decals</b>	18	\$233,211.06

Estimated delivery if purchased today:

Apr. 30, 2023

Contract # C000000013095

Customer Agreement # MNWNC-108 / PA2213

Description	SKU	Unit Price	Quantity	Subtotal
CS-Utah Transit Authority-Safety Vision 9000NVR 4TB SSD,Batt Hrs, Sens Hrs, (1) 360 Cam, 4 Fixed Cams,Adaptors, Decals	AC467084	-	18	-

	Quantity	Subtotal
<b>CS-Utah Transit Authority-(8)Safety Vision 9000NVR, (15) 4TB SSD, (8)Batt Hrs, (8)Sens Hrs, (12) 360 Cams, (60) Fixed</b>	1	\$162,820.57

Estimated delivery if purchased today:

May. 14, 2023

Contract # C000000013095

Customer Agreement # MNWNC-108 / PA2213

Description	SKU	Unit Price	Quantity	Subtotal
CS-Utah Transit Authority-(8)Safety Vision 9000NVR, (15) 4TB SSD, (8)Batt Hrs, (8)Sens Hrs, (12) 360 Cams, (60) Fixed	AC467087	-	1	-

	Quantity	Subtotal
<b>CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrs, Sens Hrs, (6) 360 Cams, (5) Fixed cams,Adaptors, 8</b>	22	\$453,167.00

Estimated delivery if purchased today:

Apr. 30, 2023

Contract # C000000013095

Customer Agreement # MNWNC-108 / PA2213

Description	SKU	Unit Price	Quantity	Subtotal
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrs, Sens Hrs, (6) 360 Cams, (5) Fixed cams,Adaptors, 8	AC467085	-	22	-

	Quantity	Subtotal
<b>CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrs, (8) Interior Fixed MFIE Cams, (5) Exterior Fixed MF</b>	40	\$694,577.20

Estimated delivery if purchased today:

Oct. 12, 2023

Contract # C000000013095

Customer Agreement # MNWNC-108 / PA2213

Description	SKU	Unit Price	Quantity	Subtotal
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrns, (8) Interior Fixed MFIE Cams, (5) Exterior Fixed MF	AC467088	-	40	-

			Quantity	Subtotal
<b>CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrns, (8) Interior Fixed MFIE Cams, (5) Exterior Fixed MF</b>		<b>\$17,852.83</b>	<b>77</b>	<b>\$1,374,667.91</b>

Estimated delivery if purchased today:  
 Oct. 12, 2023  
 Contract # C000000013095  
 Customer Agreement # MNWNC-108 / PA2213

Description	SKU	Unit Price	Quantity	Subtotal
CS-Utah Transit Authority-Safety Vision 9000NVR, 4TB SSD, Batt Hrns, (8) Interior Fixed MFIE Cams, (5) Exterior Fixed MF	AC467089	-	77	-

<b>Subtotal:</b>	<b>\$3,197,021.50</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$3,197,021.50</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/10/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Paul Drake, Director of Real Estate & TO  
Sean Murphy, TOD Project Manager

**TITLE:**

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**Contract: UTA Headquarters and Salt Lake Central Redevelopment Design Services (Skidmore, Owings & Merrill LLP. "SOM")**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Authorize the Executive Director to execute this Phase I Design contract, and its associated disbursements, with Skidmore, Owings & Merrill in the amount of \$999,900.

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**BACKGROUND:**

In 2019, the UTA Board of Trustees adopted the Salt Lake Central Station Area Plan. That plan contemplated UTA relocating its headquarters within a mixed-used development at and around Salt Lake Central. The development would provide excellent access to UTA employees and other building tenants, spur the redevelopment of the station area, and act as a gateway to Salt Lake City at the most transit-rich location in the state.

The Utah Transit Authority (UTA) is preparing for the design and construction of its new headquarters, to be located within a mixed-use tower between the Salt Lake Central Frontrunner and TRAX platforms, at approximately 300 South and 600 West in downtown Salt Lake City ("SLCentral"). SLCentral will be located within the area known as "Salt Lake Central Station" the area bound by 200 S, 400 S, 600 W, and the Union Pacific Railroad/Utah Transit Authority rail corridor. SLCentral is the first phase of development within Salt Lake Central Station.

**DISCUSSION:**

As a result of a competitive procurement, UTA has selected Skidmore, Owings & Merrill (“SOM”) to lead design efforts for the redevelopment of the Salt Lake Central Station, which will include a new mixed-use structure for UTA’s headquarter.

The approval of this contract will only execute the first phase of design. This will include Programming and Conceptual Design renderings, effectively a “10% design”. These phases will include a thorough internal-UTA stakeholder engagement to inform (1) transit programming requirements, (2) practical multi-modal station layout, (3) administrative space needs, (4) ground floor programming, and (5) potential for non-UTA users on the site. Once compiled, these critical program elements will drive the design of both the station and the mixed-use structure.

We intend to complete three different concept designs for the agency by the end of the year. At that point, the agency will have the option to select, combine, or modify those concepts if it chooses to move forward with the project into a full 30% Schematic Design phase.

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Skidmore, Owings & Merrill LLP (SOM)
<b>Contract Number:</b>	22-03639
<b>Base Contract Effective Dates:</b>	05/24/23 - 3/31/24
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$999,900
<b>Procurement Method:</b>	RFQU
<b>Budget Authority:</b>	2023-2027 Capital Plan

**ALTERNATIVES:**

The board could recommend amendments or reject the proposed contract. Either option would cause significant delays to the project and potentially increase costs. It is unlikely that a significantly better consultant team would be found through a new procurement. UTA’s current headquarter building has been found to be seismically deficient with a significant cost to upgrade it to basic safety standards. If the project were abandoned, UTA would assume those costs, resulting in a building that does not meet the agency’s anticipated needs. Such a strategy would also make development of Salt Lake Central Station, as shown in the Board-adopted Station Area Plan, significantly more difficult.

**FISCAL IMPACT:**

Request is only for services in 2023. Budget is approved in 2023-2027 Capital Plan. Any future expense associated with this project is dependent on budget and future board approval, as required.



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**ATTACHMENTS:**

- 1) 22-03693 - Contract between UTA and SOM (AIA contract form)
- 2) Exhibit A - 2023 Scope - Programming & Conceptual Design
- 3) Exhibit B - Project Site Scope Diagram
- 4) Exhibit C - Schedule
- 5) Exhibit D - Insurance
- 6) Exhibit E - Additional Services (optional, per UTA discretion)
- 7) Exhibit F - Fee Proposal

**Standard Form of Agreement Between Owner and Architect for a Complex Project**

**AGREEMENT** made as of the «28 » day of « April » in the year « 2023 »  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101»« »  
« »  
« »  
« »

and the Architect:  
(Name, legal status, address and other information)

« Skidmore, Owings, & Merrill LLP»« (SOM) »  
« One Maritime Plaza, Ste 500  
San Francisco, California 94111 »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

UTA Headquarters and Salt Lake Central Station

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« See attached scope document Exhibit B »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« The Utah Transit Authority (UTA) is preparing for the design and construction of its new headquarters, to be located within a mixed-use tower with a new transportation station between the Salt Lake Central Frontrunner and TRAX platforms, at approximately 300 South and 600 West in Salt Lake City. The current phases of work include Programming and Concept Design.

Later phase services TBD »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

«To be provided At this time, no federal funding is being utilized for this contract »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

[Redacted]

Later phase milestones TBD if authorized »

- .2 Construction commencement date:

«TBD » Naming and Concept Design milestones set forth in Exhibit C- Schedule

- .3 Substantial Completion date or dates:

« TBD »

- .4 Other milestone dates:

« TBD »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract.)

« Construction Manager/General Contractor Project Delivery »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

«Packages to be mutually agreed »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«TBD »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall define the terms, conditions and services related to the Owner's Sustainable Objective in the manner consistent with Section 4.1.3 of this Agreement. The Owner shall incorporate, or cause its contractor to incorporate the termterms of Sections 4.1.3 and 12.1.5 – 12.1.9 of this Agreement pertaining to such Sustainable Objective terms, conditions and services into the agreements with the Owner's consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

«Sean Murphy  
TOD Project Manager  
UTA Transit-Oriented Communities  
669 W. 200 S.  
Salt Lake City, UT 84101  
smurphy@rideuta.com,  
801-712-9612

Paul Drake

Director of Real Estate & TOD  
UTA Transit-Oriented Communities  
669 W. 200 S.  
Salt Lake City, Utah 84101  
pdrake@rideuta.com  
801-237-1975»

« »  
« »  
« »  
« »  
« »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

« N/A »

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Cost Consultant:

«TBD »« »  
« »  
« »  
« »  
« »

.2 Scheduling Consultant:

« TBD»« »  
« »  
« »  
« »  
« »

.3 Geotechnical Engineer:

«TBD »« »  
« »  
« »  
« »  
« »

.4 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

« TBD »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

«Audra Herriges

Project Manager  
Skidmore, Owings, & Merrill  
1700 K Street NW, Suite1000  
Washington, District of Columbia 20006  
Audra.herriges@som.com  
202-937-6306

Kristopher Takacs  
Principal  
Skidmore, Owings, & Merrill  
1700 K Street NW, Suite1000  
Washington, District of Columbia 20006  
kristopher.takacs@som.com  
201-303-1128

Carrie Byles  
Partner  
Skidmore, Owings, & Merrill  
One Maritime Plaza, Ste 500  
San Francisco, California 94111  
carrie.byles@som.com  
415-981-1555

Michael Duncan  
Partner  
Skidmore, Owings, & Merrill  
One Maritime Plaza, Ste 500  
San Francisco, California 94111  
michael.duncan@som.com  
415-981-1555

»  
« »  
« »  
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« »  
« »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Skidmore, Owings & Merrill LLP (SOM) »« »  
« One Maritime Plaza, Ste 500  
San Francisco, California 94111 »  
« »  
« »  
« »

.2 Mechanical Engineer:

« WSP USA Buildings, INC. (WSP) »« »  
« 1600 Broadway, Suite 1100»  
« Denver, CO 80202 »  
«303-832-9091 »

« »

**.3** Electrical Engineer:

« WSP USA Buildings, INC. (WSP) »« »  
« 1600 Broadway, Suite 1100 »  
« Denver, CO 80202 »  
« 303-832-9091 »  
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

« Transportation Planning  
WSP USA Buildings, INC. (WSP)  
1600 Broadway, Suite 1100  
Denver, CO 80202

Sustainability Consulting  
WSP USA Buildings, INC. (WSP)  
1600 Broadway, Suite 1100  
Denver, CO 80202

Fire Protection/ Code Consulting  
WSP USA Buildings, INC. (WSP)  
1600 Broadway, Suite 1100  
Denver, CO 80202

Landscape and Civic Realm  
Design Workshop  
1390 Lawrence Street, Suite 100  
Denver, Colorado 80204  
720 907-9347

Civil Engineering  
PSOMAS  
11456 South Temple Drive, Suite 200  
South Jordan, UT 84095  
801.284.1310

Historic Preservation  
MJSA Architects  
255 West 700 South  
Salt Lake City, Ut 84101  
801-364-5161

Parking Structure Design (Structural and Functional Engineering)  
Walker Consultants  
10375 Park Meadows Drive, Suite 425  
Lone Tree, CO 80124  
303-694-6622

Vertical Transportation  
VDA Associates  
50 West Broadway, Suite 300  
Salt Lake City, UT 84101  
385-215-8893

Cost Consulting  
Rider Levett Bucknall  
999 18th Street, Ste1125N  
Denver, CO 80202  
720 904 1480»

§ 1.1.13 Other Initial Information on which the Agreement is based:

« N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form in accordance with the terms of this Agreement, including, without limitation, Section 1.3.1.

§ 1.3.1 Owner recognizes that the documents and other information and materials prepared by the Architect and its consultants (herein collectively referred to as "Documents") may be generated, stored, transmitted or published in various media, including, but not limited to traditional hard-copy (i.e., blue-prints), CADD formats, via Internet or Extranet websites or other electronic or other media and the Documents may be subject to modifications by parties over whom Architect has no control. The Documents are also subject to discrepancies as a result of numerous factors, including transmission and translation errors resulting from differences in computer software, hardware and equipment-related problems, disc malfunctions and user error. If requested, Architect shall provide Owner with the Documents in electronic form and Owner shall accept the Documents "AS IS" and release Architect and its consultants from any claims as a result of differences between the hard copy and the electronic form of the Documents. Architect disclaims constructability and all warranties of any kind, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, in connection with the electronic media and this Agreement. Architect may also require Owner and its consultants, contractors and other third parties to sign an electronic document disclaimer form. Architect shall also have no responsibility or liability for any delays or damages caused by the failure of the project internet or extranet site and any related computer software and hardware (collectively, the "Site") to function properly and shall not be liable to Owner or to any contractor, consultant or any third party for any delays, errors or omissions in Architect or its consultants' services caused by the failure of the Site to function properly.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the insurance required in Exhibit D until termination of this Agreement.



§ 2.5.1 N/A

§ 2.5.2 N/A

§ 2.5.3 N/A

§ 2.5.4 N/A

§ 2.5.5 N/A

§ 2.5.6 N/A

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### Health Insurance

#### Insurance Coverage for Employees.

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

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

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3.. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings as set forth below, communicate with members of the Project team and report design team progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the

Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Program & Concept and Phase Services

§ 3.2.1 See scope set forth in Exhibit A. In addition, the Architect shall review the program and other information furnished by the Owner, and shall review current laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect's services during programming include identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project.

§ 3.2.3 Based on the size of the Project, the type of facilities and the level of specialized functions that will be required, the Architect and the Client shall identify programming participants to be included with the programming process, including participants from the Architect, the Architect's consultants, the Client, the Client's Consultants, and users of the project as well as other stakeholders.

§ 3.2.4 The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Client and the Client's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Client and the Client's consultants. The Architect shall provide prompt written notice to the Client if the Architect becomes aware of any error omission or inconsistency such services or information.

§ 3.2.5 The Architect shall submit program documents to the Client for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely upon approvals received from the Client to complete the programming services.

§ 3.2.6 The Architect and the Architect's consultants will perform a site evaluation. These services may include evaluating the site by: making site observations; assessing the physical characteristics of the site; assessing codes, ordinances, and regulations that impact the Client's development objectives; assessing utilities available to the site; assessing the access, circulation, and parking for the site. The Architect will make recommendations to the Client based on its site evaluation.

§ 3.2.7 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project that the Architect may become aware of.

§ 3.2.8 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.9 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary conceptual design illustrating the scale and relationship of the Project components.

§ 3.2.10 Owner has retained Architect to provide programming and Concept Design and not to provide further design services as of the signing of this Agreement. In the event that Owner decides to move forward with the following later phases it will authorize SOM to proceed, and SOM will provide a proposal for the services, including fee and scope for mutual agreement at that time.

### § 3.3. Schematic Design Phase Services

§ 3.3.1 Whether this Phase is initiated and performed is within the sole discretion of UTA. It shall only be initiated upon written direction from UTA. Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.2 At the Owner's option, the Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.3.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. If directed by the Owner, the Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.3.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

### § 3.4 Design Development Phase Services

§ 3.4.1 Whether this Phase is initiated and performed is within the sole discretion of UTA. It shall only be initiated upon written direction from UTA Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. If directed by the Owner, the Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.2 Whether this Phase is initiated and performed is within the sole discretion of UTA. It shall only be initiated upon written direction from UTA Based on the Owner's written approval of the Design Development Documents and of the Architect's proposed Construction Documents scope, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and, where applicable, performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.3 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.4 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.5.5 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

§ 3.5.6 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Procurement Phase Services

#### § 3.6.1 General

Whether this Phase is initiated and performed is within the sole discretion of UTA. It shall only be initiated upon written direction from UTA The Architect shall assist the Owner upon request in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.6.2 Competitive Bidding

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.6.2.2 The Architect shall assist the Owner upon request in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner as an Additional Service.

§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders as an Additional Service.

### § 3.6.3 Negotiated Proposals

§ 3.6.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.6.3.2 The Architect shall assist the Owner upon request in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 participating in a reasonable number of selection interviews with prospective contractors; and
- .3 preparing a reasonable number of responses to questions from prospective contractors and providing a reasonable number of clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda as an Additional Service; and,
- .4 participating in a reasonable number of negotiations with prospective contractors.

§ 3.6.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.7 Construction Phase Services

§ 3.7.1 General - Whether this Phase is initiated and performed is within the sole discretion of UTA. It shall only be initiated upon written direction from UTA

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction including the Architect's supplemental conditions. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.7.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work since these are solely the Contractor's responsibility under the Contract Documents, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.7.1.3 Subject to Section 4.2 and except as provided in Section 3.7.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall perform on-site observations of construction not to exceed [XX] Person – days per month at times the Architect and UTA mutually consider to be considers appropriate on the progress of the Contractor's operations, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Construction Documents, and (2) Construction defects and deficiencies observed in the Work.

§ 3.7.2.2 The Architect has the authority to advise the Owner to reject Work that does not conform to the Construction Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.7.2.3 The Architect shall interpret and advise UTA regarding matters concerning performance under, and requirements of, the Construction Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.7.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.7.3 Certificates for Payment to Contractor

§ 3.7.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's professional knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Construction Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Construction Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Construction Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.7.4 Submittals

§ 3.7.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute

approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.7.4.3 If the Construction Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Construction Documents. The Architect shall set forth, in the Construction Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor

### § 3.7.5 Changes in the Work

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Construction Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives as an Additional Service for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.7.6 Project Completion

§ 3.7.6.1 The Architect shall:

- .1 conduct on-site observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Construction Documents.

§ 3.7.6.2 The Architect's on-site observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Construction Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct one meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed in Exhibit E are not included in Basic Services but may be required for the Project.

##### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 See Exhibit E

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##### § 4.1.2.2 See Exhibit E

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainable Design Services as provided in a mutually agreed upon proposal, that outlines the scope and compensation, and in Sections 12.1.5 – 12.1.9.

##### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization: Examples of Additional Services are listed below and as set forth in Exhibit E:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.



- .12 Services necessitated by the Owner's request for extensive sustainable design services, such as unique system designs, in-depth material research, energy modeling, or LEED® certification that exceed those Sustainable Design Services set forth in Section 4.1.3.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services with the Owner's written consent, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination within 10 days of the Architect's notice to Owner. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice and the Architect shall not be obligated to further perform such services.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » ( « » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » ( « » ) visits to the site by the Architect during construction
- .3 « » ( « » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » ( « » ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 , Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project

until final completion. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs and such costs and associated delays do not constitute an error or omission on behalf of the Architect.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in Article 4.1.3.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance and other liability insurance, as appropriate to the services or work provided.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.13** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction which include the Architect's Supplement thereto. Notwithstanding the above, the Contract Documents including the General Conditions shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to perform those phases of the Work which have been authorized in writing by UTA. For the authorized Phases, the cost of work shall include all elements designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 make a determination not to proceed with subsequent Phases of the Work. No termination will be required. Use of the documents is subject to Article 7.
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3 the Owner shall, within 5 days of the completion of the Design Development Phase, request that, the Architect, without additional compensation incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1.

The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates negotiated proposals or bona fide bids that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment. without the Owner's knowledge and consent

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4 or the Owner terminates pursuant to Section 9.4 or 6.5.2 and the Architect is not adjudged in default, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify, defend and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.. and the Architect is judged in default. If for any reason the Architect does not complete all its services contemplated by this Agreement, the Architect shall not be responsible for the accuracy or workability or constructability of any incomplete drawings, specifications or other documents prepared by Architect should such incomplete documents or any part thereof be used by the Owner or any other party.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use or modification of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

### § 8.1.2 N/A

§ 8.1.3 The Architect shall indemnify, (but not affirmatively defend), and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. . The Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants, partners, principles and employees for all claims arising out of, in connection with or resulting from the performance of Services under this Agreement to the amount equal to three times the Architect's total fee, with gross negligence, fraud, and wilful misconduct excluded from this limitation for the work authorized through programming and Concept Design. The Parties agree to negotiate a new limitation of liability if authorized to proceed for work into the later phases. .. The Owner shall indemnify and hold the Architect and the Architect's officers, directors, partners, consultants and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, its employees, agents, consultants, contractors or construction managers in the performance of their work or services.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation (JAMS) as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement or other mutually agreed to qualified forum. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

[  ] Arbitration pursuant to Section 8.3 of this Agreement

[  ] Litigation in a court of competent jurisdiction

[ « » ] Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. For the avoidance of doubt, if Owner elects not to proceed with any Phase of the Work beyond the initial Program & Concept Phase, it shall not be considered as a suspension or termination for convenience and the Contractor shall not be entitled to any type of suspension or termination expenses described in this Article.

### § 9.7

§9.7.1 Should the Owner continue to use the Instruments of Service pursuant to Section 9.7, the Owner may not use or associate the Architect's name in connection with the Project and shall remove Architect's name from the Instruments of Service.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction and the Architect's Supplemental Conditions.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to the requested date of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities or liability beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party to the extent permitted by law in the following circumstances: when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute, to avoid creating risk of significant harm to the public or to prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows, based upon Exhibit F (and advance written agreement from the Owner):

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainable Design Service required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as agreed.

### § 11.4 Invoice & Payment

Architect shall invoice Client monthly for rendering of professional services in accordance with an approved progress or periodic billing schedule. Architect shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Architect shall include the following information on each invoice:

- i. Architect Name
- ii. Unique Invoice Number
- ii. UTA Contract Number
- iii. Invoice Date
- iv. Architect to provide a Percent Complete for each month for design services, against the current phase.
- v. Total Dollar Amount Due

Client shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by Client shall not be unreasonably withheld. Client shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which Client has against Architect under the Contract. Payment for all invoice amounts not specifically disapproved or offset by Client shall be provided to Architect within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by Client's accounting department.

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### § 11.5

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.



§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in Exhibit F attached hereto. The Architect's consultants can be provided at a later date. The rates shall be adjusted annually in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project (and as approved by the Client), as follows:

- .1 Transportation and authorized out-of-town travel and subsistence (consistent with the Client's Travel Policy, travel expenses shall be paid at time of travel. Actual cost shall be in accordance with per diem rates published on the www.gsa.gov site);
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses and expense of sales, use, occupancy, service ad valorem, profits, salaries V.A.T. duties and other such taxes;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus <zero> percent (<0> %) of the expenses incurred.

### § 11.9

N/A << >>

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

#### § 11.10.2 Progress Payments

§ 11.10.2.1 N/A

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

§ 12.1.1 In reviewing shop drawings, Architect shall affix Action Stamps denoting “A Action”, “B Action”, “C Action”, or “D Action”. The Action Stamps shall mean as follows:

“A Action” means that fabrication, manufacture or construction may proceed providing submittal complies with the Construction Documents.

“B Action” means that fabrication, manufacture or construction may proceed providing submittal complies with the notations of the Architect and the Construction Documents. If, for any reason, Contractor cannot comply with the notation, Contractor shall make revisions and resubmit as described for submittal stamped “C Action”.

“C Action” means that a portion of the submittal does not comply with the design intent of the Construction Documents. Other portions of the submittal, as noted, means that fabrication, manufacture, or construction may proceed providing submittal complies with the notations of the Architect and the Construction Documents. Contractor shall make revisions and resubmit entire submittal only revising portions as noted.

“D Action” means that submittal does not comply with the design intent of the Construction Documents. Submittals stamped “D Action” are not to be used. Contractor shall make revisions and resubmit.

§ 12.1.2 Owner shall cause the Construction Contracts to include provisions describing Architect’s role as stated in this Agreement with respect to construction and shall require the Contractor to guarantee to Owner and Architect that the Work of the Contractor(s) complies with requirements of the Contract documents in language as expressed in Paragraph 3.5.1 of AIA A201 (2017 Edition) and to indemnify Owner and Architect as provided in the language of paragraph 3.18 of AIA A201 (2017 Edition). Owner shall also cause Contractor(s) to name Owner and Architect as additional insured on all insurance required of Contractor(s) on the Project.

§ 12.1.3 It is understood that Architect’s services being performed solely for Owner’s benefit and no contractor or subcontractor, supplier, fabricator, manufacturer, consultant or other third party shall be deemed to be a third party beneficiary of the performance of the services provided by Architect on the Project.

§ 12.1.4 Owner shall include in the Contract Documents provisions causing Contractor(s) to warrant and guarantee to Owner and Architect that the Work will be performed by all workers at the site in a safe and careful manner without injury or death to any such workers and in compliance with the provisions of all safety statutes, ordinances, laws, rules and regulations, including but not limited to the applicable Labor Law, and the Occupational Safety & Health Act.

### **Include if Project is seeking LEED / other sustainability accreditation**

§ 12.1.5 If the Program includes any level of, Green Building or Wellness Rating System (such as LEED®, BREEAM, Living Building Challenge, US Passive House Institute, Chinese Green Building Evaluation, Label, Well, Fitwel or other similar environmental guidelines such as HPD, EPD, Cradle to Cradle, Greenguard, Green Seal, Watersense, Energy Star, RELi) (collectively "Sustainability ") certification for the Project, the Owner recognizes that the achievement of such certification is subject to third parties over whom Architect has no control, and may require the cooperation of the Owner, Owner Consultants, the Contractor and others. The Owner acknowledges and understands Sustainability guidelines, such as LEED or other similar environmental guidelines is subject to various and possibly contradictory interpretation. Therefore, the parties agree that if Sustainability certification or other similar environmental guidelines is a stated goal of the Owner, Architect shall use reasonable care in its design to achieve the same but makes no warranty or guarantee that the Project, when completed, will actually achieve any Sustainability certification or other similar environmental guidelines. In addition, the Owner

acknowledges its desire to achieve Sustainability certification or other similar environmental guidelines may impact the available design and product options and impact the overall cost, schedule and performance. Owner has accepted these potential impacts in the recognition of the importance it has placed on the values of building which includes Sustainability certification or similar environmental guideline. In addition from time to time, Architect may request Owner to sign an AIA form Owner Waiver and Informed Consent to use Experimental Green Products.

**[Include if Project is seeking LEED / other sustainability accreditation]**

§ 12.1.6 If the Program includes goals or requirements for Project energy usage, such as Net Zero, Net Zero Ready Nero Energy Certification, Energy Star, Building Energy Quotient, or other similar energy usage goals or requirements, the Owner agrees to confirm the energy goals and usage in writing to the Architect. The Owner recognizes that the achievement of such goals or requirements is subject to operational and maintenance activities and decisions over which the Architect has no control. Furthermore, continued LEED or other Sustainability compliance may involve factors beyond the control of the Architect including, but not limited to, the Owner's or the Owner's agents' use and operation of the completed Project. Therefore, the parties agree that Architect shall use reasonable care in its design to achieve the energy usage goals or requirements but makes no warranty or guarantee regarding actual energy usage.

**[Include if Project is seeking LEED / other sustainability accreditation]**

§12.1.6.1 The Owner agrees they will review and execute any and all agreements that are a part of the LEED certification process and be responsible for the LEED application including the Confirmation of Agent's Authority Agreement. If the Owner disagrees with any agreement that is a part of the LEED certification, the Owner can, in its sole discretion, decide to discontinue LEED certification for the Project. The Owner agrees to waive any and all claims and damages, including consequential damages against Architect if the Owner determines to no longer seek LEED certification.

**[Include if Project is seeking LEED / other sustainability accreditation & related tax credits]**

§ 12.1.7 If the Program includes goals for qualifying for energy related tax credits, deductions, incentives, etc., the Owner recognizes that qualifying for such goals is subject to certification or decisions by third parties over whom Architect has no control. Therefore, the parties agree that Architect shall use reasonable care in its design to achieve such goals but makes no warranty or guarantee regarding qualification.

**[Include if Project is seeking LEED / other sustainability accreditation & related tax credits]**

§ 12.1.8 If the Owner's Project per the Program requirements qualifies the Project for tax deductions and or tax credits and the Owner cannot or will not use these tax deductions or tax credits, the Owner assigns such deductions and or credits to the Architect and will assist the Architect by signing documents needed for the Architect to claim such deductions and/or credits.

**[Include if Project using BIM / digital modeling]**

§ 12.1.9 The parties shall establish a mutually agreeable BIM Execution Plan based on the Architects' Standard Form Template that shall establish the level of development of the BIM Model for each phase of the Project and each element of the design with a clear understanding as to the extent that each party can rely upon the BIM Model.

**§ 12.1.10 UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

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**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B103™-2017, Standard Form Agreement Between Owner and Architect as modified herein.

.2 Intentionally omitted.

.3 Exhibits:

- Exhibit A – Scope
- Exhibit B - Site Diagrams
- Exhibit C – Schedule
- Exhibit D – Insurance
- Exhibit E – Additional Services
- Exhibit F – Architect’s Fee Proposal

.4 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

UTA Design and/or Construction Standard Terms & Conditions as applicable and subservient to the terms and conditions contained in the body of this contract.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Jay Fox, Executive Director

*(Printed name and title)*

Date:

\_\_\_\_\_  
Mary DeLoretto, Chief, Service Development  
Officer

Date:

\_\_\_\_\_  
Paul Drake, Director of Real Estate and TOD

Date:

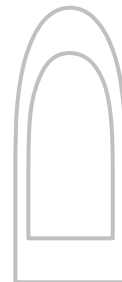
*Michael Bell 4-28-23*

\_\_\_\_\_  
Michael Bell, Assistant Attorney General

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

« Carrie Byles, FAIA, Partner » « SOM »

*(Printed name, title, and license number, if required)*



**Scope of Services for Utah Transit Authority Headquarters and Salt Lake Central Station  
Programming and Concept Design Services**

**General Project Understanding and Approach** .....2-7

**SOM Scope of Services**

- Architectural and Urban Design and Project Management .....8
- Structural Engineering .....9

**WSP Scope of Services**

- Transportation, Advisory, Environmental Services .....10-12
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**Design Workshop Studio Scope of Services**

- Civic Realm and Landscape Architecture .....17

**PSOMAS Scope of Services**

- Civil Engineering..... 18

**MJSA Architect Scope of Services**

- Historic Preservation..... 19

**Walker Consultants Scope of Services**

- Parking and Parking Structure .....20

**Ridel Levett Bucknall Scope of Services**

- Cost Estimating .....21

## GENERAL PROJECT UNDERSTANDING

Phase 1 of the SLCentral project (“Phase 1”) will include three primary project elements (each a “Project Element”) to be constructed on a portion of the 7+acre SL Central assemblage (“SLCentral Assemblage”). The remainder of the SLCentral Assemblage will be developed in future phases.

## GUIDING PRINCIPALS

UTA has identified the following principles to guide the programming and design of Phase 1 (Guiding Principles):

### Transit-Centered Placemaking

- a. Provide a unique, first-class experience for transit patrons that fully integrates commercial mixed-uses into the transit-oriented development (TOD) site.
- b. Provide visible and easily accessible services and amenities for tenants, visitors, and transit patrons, together with intuitive and clear wayfinding.
- c. Effectively serve as an intermodal transportation hub for downtown Salt Lake City (anticipating a seismic Occupancy Category III for Transit and Commercial facilities).
- d. Create human-scale and intuitive connections to different modes of transportation and surrounding land uses on and off the site.
- e. Contribute to the vitality and urban design of the adjoining neighborhood.

### Commercial Mixed-Use Development

- f. Effectively serve as a progressive, flexible, and adaptable office headquarters for UTA considering evolving expectations for office environments.
- g. Accommodate retail tenants who serve, support, and enhance the experience for tenants, visitors, and transit patrons.
- h. Incorporate flexibility and adaptability into design to accommodate changing tenant profiles, market conditions, and office/residential trends.
- i. Support the long-term financial viability of the project through revenue generation from private uses – commercial office, retail, and/or residential.
- j. Maximize the long-term financial value of the entire SLCentral Assemblage by efficiently siting and phasing development with right-sized buildings, parking structures, and transit components (while maintaining operational functionality and efficiency) and leveraging shared facilities when practical.
- k. To achieve a design consistent with these guiding principles and to create a marketable TOD demonstration project for UTA and Salt Lake City, UTA is willing to assume a reasonable level of risk and a long-term perspective typical of a commercial owner in designing, developing, and managing the completed project.

### Safety and Security

- l. Create a safe and secure environment for passengers, tenants, visitors, and transit patrons on a 24/7 basis.
- m. Facilitate safe and effective transit operations by UTA operators.

### Sustainability and Resource Efficiency

- n. Achieve levels of energy and water conservation and sustainable design consistent with market expectations to advance sustainable design principles within UTA’s asset portfolio.
- o. Plan for and integrate the electrification of UTA’s fleet into the energy plan for the site.

## PROJECT PROGRAM

The SLCentral Assemblage is within Salt Lake City’s Gateway Mixed Use zone (GMU). This zone is currently undergoing changes to allowable building height. UTA is working with Salt Lake City to increase the allowable height for the SLCentral zoning district or, if necessary, for the Phase 1 site itself.

The Design Team will undertake the design services outlined in this Task Order and subsequent task orders for the following four project elements (each a Project Element), which are described in more detail below:

- a. **Transit Facility**  
An operating transit facility at ground level connecting interstate, regional, and local transit modes, ride-share pick-up and drop-off, and a local pedestrian and bicycle network. The ground floor Transit Facility will include amenities for transit passengers utilizing one or more of the transit modes on or adjoining the project site. All or a portion of the Transit Facility may be constructed under the Mixed-Use Tower (described below) at ground level; however, operational requirements may require portions of the Transit Facility to extend outside the footprint of the Mixed-Use Tower onto the remainder of the SLCentral Assemblage.
- b. **Mixed-Use Tower**  
A mixed-use tower that includes retail space on the ground floor and office space above for UTA's new headquarters offices and additional commercial and/or other private uses in the remainder of the tower for lease to private tenants. UTA is conducting a commercial market analysis to measure the demand for commercial space in the Mixed-Use Tower and to identify potential uses and tenants, which will directly inform the design of the Mixed-Use Tower.
- c. **Parking Structure**  
A new parking structure constructed either: (i) on UTA's existing headquarters site connected to the SLCentral Assemblage by a pedestrian bridge (over the adjoining railroad right of way) and ground level sidewalks; or (b) on the SLCentral Assemblage to serve Phase 1 uses and future projects on the SLCentral Assemblage.
- d. **Pedestrian and Street Improvements**  
To effectively design the Transit Facility, Mixed-Use Tower, and Parking Structure and to plan phasing of the SLCentral Assemblage, it will be necessary to consider Pedestrian and Street improvements along S 600 W and W 200 S along the SLCentral Assemblage outside the project limits of the Transit Facility, Mixed-Use Tower, and Parking Structure. It may not be necessary to complete a full Concept design on all components of these Pedestrian and Street Improvements.

#### SERVICES:

The nomenclature of the scope of services is not intended to indicate priority or sequence, as many items will be performed concurrently and will be interrelated.

#### Task A: Project Program Brief

1. Collaborate with UTA and its Owner's Representatives to:
2. Verify and refine, as necessary, the Guiding Principles set out above.
3. Collect prior information and progress on project from UTA to inform design process.
4. Identify and clearly define the programmatic parameters necessary to produce a Concept Design for the Transit Facility.
5. Identify and clearly define any special requirements or criteria for Project Elements, such as energy and water conservation, sustainable design, and special certifications.
6. Identify and clearly define programmatic and commercial parameters necessary to produce a Concept Design for the Mixed-Use Tower.
7. Identify and clearly define programmatic and commercial parameters necessary to produce a Concept Design for the Parking Structure.
8. Identify and clearly define programmatic parameters necessary to produce a Concept Design for the Pedestrian and Street Improvements.
9. Identify and clearly define any other parameters or requirements necessary to produce a Concept Design for Phase 1.

Deliverable for Task A: Project Program Brief

Produce a Project Program Brief in collaboration with UTA, its Owner's Representative, and its Project Advisor that includes a brief history of the project to-date, key milestones achieved, justification for the Project Elements, updated Guiding Principles, and a summary of the programmatic and commercial parameters that will guide the Concept Design of Phase 1. The Project Program will also include a milestone schedule for the remainder of the project.

### **Task B: Site Planning and Phasing**

1. Analyze site opportunities and limitations of SLCentral Assemblage and develop no more than three conceptual planning test fits optimizing the placement of each Phase 1 Project Element on the SLCentral Assemblage, taking into account market opportunities and constraints and physical, operational, and access considerations.
2. Develop conceptual placeholders for future development of remainder of SLCentral Assemblage and a conceptual sequencing plan for such development.
3. Convert project program, site, historical preservation (if any), environmental, bus operation, and regulatory parameters for the Project Elements into space allocations and pedestrian and vehicular circulation patterns for the preferred Phase 1 site alternative.

Deliverable for Task B: Site Planning and Phasing

Produce a summary report and supporting conceptual site plan documenting the findings and conclusions of the Task B Site Planning and Phasing Services. The report will memorialize UTA's development rationale that will direct and inform the short- and long-term phasing and siting of improvement on the SLCentral Assemblage.

### **Task C: Conceptual Design Documents**

The Concept Design documents will define the general scope, scale, functional relationship, traffic and pedestrian flow, and cost of each of the Project Elements in a level of detail typical for commercial and public projects and the Concept design phase. The Concept Design should document in sufficient detail a clear and comprehensive description of the design solution for each Project Element. The Concept design documents will identify exterior and interior area allocations, organization of exterior and interior spaces, building location and massing, use of feature interior and exterior materials, and preliminary alternatives for and selection of structural, mechanical, plumbing, and electrical system concepts.

The Concept Design documents will include preliminary renderings sufficient to market the project to potential commercial tenants.

Deliverable for Task C: Concept Design Documents

The following items represent the minimum Deliverables under this Task Order, unless specifically modified during contract negotiations:

- i. Site Plan, including:
  - a. Existing conditions plan showing location of all buildings, roads, parking, and key landscape elements
  - b. Utility Capacity Discussion
  - c. Clear delineation of Phase 1 project limit lines
  - d. Delineation of proposed later phases of development on SLCentral Assemblage
  - e. Site plan of the project showing location of all proposed buildings, roads, parking, and key landscape elements
  - f. Existing utilities noted
  - g. Proposed utilities noted
  - h. Site drainage, storm water removal, or detention noted
  - i. Number of parking spaces and code/zoning requirements
  - j. Provisions for trash disposal and removal



- k. Conformance to zoning restrictions for easements and setbacks, etc
- l. Results of preliminary soils testing and surveys
- m. Delineation and description of environmental restrictions from environmental reports
- j. Transit Operations Plan and Design Standards, including:
  - a. Depiction and description of key bus and transit design elements, including exhibits to show turn movements for transit vehicles.
  - b. Mock-up bus operation simulation of Transit Facility to verify assumptions and calculations utilized during design.
  - c. Design standards for interior spaces of Transit Facility to confirm concurrence with transit needs and functions and durability.
  - d. Design standards for Transit Facility to address special features, visibility within facility, passenger amenities, and general wayfinding and circulation.
- k. Conceptual Building Floor Plans, including:
  - a. Plans of all floors showing structural grid, vertical circulation elements, core elements, and floor elevations
  - b. Key dimensions and overall dimensions
  - c. Plan indicating major extent of materials and any special conditions or equipment
  - d. Area summary
  - e. Sketches of alternative approaches considered
- l. Conceptual Roof Plan
- m. Conceptual Building Sections, including:
  - a. Major sections through the building to show relevant conditions
  - b. Structural grid
  - c. Building to grade relationship
  - d. Floor to floor and floor to ceiling height
- n. Conceptual Building Elevations, including:
  - a. Major elevations
  - b. Floor lines, roof line, and top of parapets indicated with dimensions
  - c. Finish grades clearly shown
- o. Conceptual Renderings for Final Concept, including:
  - a. Building from 300 South
  - b. Building from southwest toward Rio Grande building
  - c. Transit Facility illustrating rider experience
  - d. Other renderings, as specified
- p. Structural, including
  - a. Structural system description, including alternates considered and alternative passive and active earthquake mitigation systems and other mitigation measure
  - b. Single-line floor and roof framing plan
  - c. Description of foundation system, compared with geotechnical report recommendations
- q. MEP/FP/IT, including:
  - a. Design criteria for HVAC narrative
  - b. Design criteria for electrical services, including voltage, number of feeders and whether feeders are overhead or underground. Provide a specific description of items to be served by emergency power and describe consideration for special areas.
- r. Code Analysis, including:
  - a. Land use restrictions
  - b. Seismic requirements for project location
- s. Energy Performance and Sustainability, including:
  - a. Sustainability Memo outlining goals, metrics, and strategies

#### Task D: Special Owner Requirements

The following Special Owner Requirements highlight specific concerns of UTA with respect to the Project Elements and are not intended to highlight all issues of concern of UTA.

- 1. Design Solutions
  - a. The project will require soliciting and synthesizing design and operational input from UTA on a variety of horizontal and vertical building components, including bus operational requirements,

- intermodal connections, public spaces, transit patron wayfinding and experience, ground floor retail and activation, UTA office uses, parking, and commercial spaces.
- b. To facilitate and expedite the analysis and resolution of design issues by UTA on multiple (and sometimes conflicting) building components, the Design Team should:
    - i. Clearly identify and define the key design opportunities, constraints, and key questions for all Project Elements;
    - ii. Identify acute design issues that need to be resolved with internal UTA subject matter experts and external stakeholders, and conduct focused meetings with those small groups to understand those issues and develop solutions that will be incorporated into the design (weekly project update calls and meetings with large groups of participants are not the place to explore such issues);
    - iii. Clearly itemize, track, and document decision-making on key design issues as they are evaluated and resolved; and
    - iv. Be prepared to report on outcomes and the reconciliation of design issues during and upon completion of the design process.
2. Quality Control
    - a. The lead design firm will implement, document, and report to UTA at key delivery milestone deliveries compliance with the Design Team's Quality Control Plan for the project.
    - b. Quality control functions will remain independent of production managers.
  3. Construction Advisor Selection and Coordination
  4. The lead design firm will assist UTA in evaluating and selecting the Construction Advisor.
  5. The lead design firm will proactively engage Construction Advisor during preconstruction phase to solicit input and feedback on proposed design alternatives and solutions.
  6. The lead design firm will meticulously track documentation and approvals produced during the preconstruction phase to minimize potential for design errors and change orders during construction, including: taking design meeting minutes and verifying design approvals from pre-construction phase meetings for accuracy and completeness, recording discrepancies between meeting minutes and approvals, following up with other project team members to reconcile discovered discrepancies, and obtaining written concurrence from other project team members on reconciled minutes and approvals.

#### **Task E: Project Cost Model**

Cost modeling will be an ongoing effort throughout the design process. An overarching cost model will be developed by the Design Team in collaboration with UTA and the Construction Advisor. General conditions and escalation will be formulated to establish an agreed upon target value of building costs for the Project Elements.

Deliverable for the Cost Model will include:

- a. Major component cost estimate, as unit rates
- b. Design and construction contingencies:
- c. Area tabulations (gross SF to net SF)
- d. Estimated commissioning costs as a contingency

#### **Task F: Preliminary Project Schedule**

The Design Team will collaborate with the Construction Advisor to create a preliminary full-project schedule to identify milestone design and construction delivery dates.

The Preliminary Project Schedule will include:

- Milestone dates for project design, construction, commissioning, and close-out
- Owner and regulatory reviews times and any special start or phasing requirements.
- Contingencies on related processes, approvals, or ancillary projects, if any.
- Phased work

Exclusions:

- Physical models, and VR model environments.
- Topographic and boundary survey will be provided by UTA or others for base mapping.

**Company: SOM**

**Discipline: Architectural and Urban Design and Project Management Scope of Services**

**Phase 1: Program Verification (6 weeks)**

This phase will commence with a kick-off meeting with Design Team, UTA Team, and UTA Stakeholder group. Information will be gathered of existing program, desired programmatic elements, site information. Once the information has been gathered, the Design Team will synthesize this information into an desired space list and eventually draft program, which will be reviewed with the UTA Team.

Meetings:

In-Person Meetings: Attend up to (1) meetings in person

Virtual Meeting: Attend up to (2) meetings virtually

**Deliverables for Program Verification:**

Programming Brief as outlined in Project Understanding.

**Phase 2: Conceptual Design (10 weeks) + Additional (3 weeks) for selection of Final Concept**

This phase will commence with a kick-off meeting where the Owner and the Design Team will confirm the objectives of the project, the project's Initial Budget, and its design parameters. During this phase, up to three massing schemes will be developed, with input from zoning and land use consultants for review by Owner. Deliverables for this phase will include conceptual circulation diagrams, conceptual plans and elevations, 3D massing models, tabular zoning analysis, and the Basis of Design. Additionally, a preliminary schedule and work plan will be developed during this phase. The Design Team will develop up to (3) concepts to be reviewed by the Client at the end of the 10 week phase. The Client will review the concepts and notify the Design Team of a Final Concept selection. The Design Team will then develop concept renderings, make minor changes to the final concept, and assist in developing a project narrative.

Meetings:

In-Person Meetings: Attend up to (2) meetings in person

Virtual Meeting: Attend up to (3) meetings virtually

**Final Deliverables for Conceptual Design:**

- Project Program / Area Tabulations and Analysis
- Preliminary Site Analysis and Evaluation
- Preliminary Mixed Use Transportation Facility Precedent /Case Study
- Conceptual Design / Blocking Diagrams
- Preliminary Conceptual Typical Building Floor Plans
- Preliminary Building Elevations

SOM will submit the Concept Design Documents to Client for its timely review and approval. At conclusion of the concept design phase, the Client will confirm the Initial Budget based on the approved Concept Design Documents.

Company: **SOM**

Discipline: **Structural Engineering Scope of Services**

### **Phase 1: Program Verification (6 weeks)**

The Structural Engineering team will liaise with the entire design team to assist in the development of the program types and massing options for the Office Building, Transit Facility, Retail, and other structured program appropriate for the site. Structural and foundation considerations for independent vs. stacked program / massing options will be evaluated.

Meetings:

In-Person Meetings: Attend up to (1) meetings in person

Virtual Meeting: Attend up to (2) meetings virtually

#### **Final Deliverables for Program Verification:**

- Structural System Narrative including description of anticipated design criteria, foundations, structural framing systems, materials, embodied carbon and seismic performance considerations.

### **Phase 2: Conceptual Design (10 weeks)**

The Structural Engineering team will work with the entire design team to assist in the development of the concept design options for the Office Building, Transit Facility, Retail, and other structured program. We will develop structural system sketches and narratives with preliminary estimated material quantities to assist the Owner with high level cost estimation. Seismic performance objectives and embodied carbon calculations for each of the structural system options will also be developed to assist the team with appropriate selection of the final Concept Design.

Meetings:

In-Person Meetings: Attend up to (2) meetings in person

Virtual Meeting: Attend up to (4) meetings virtually

#### **Final Deliverables for Conceptual Design:**

- Structural System Narrative including description of anticipated design criteria, foundations, structural framing systems, materials, embodied carbon, and seismic performance objectives.
- Structural System sketches including typical framing plan(s), overall building section(s), etc. to describe the proposed structural system and its materials.

Company: **WSP**

Discipline: **Transportation Planning Scope of Services**

Description of Services:

- The Transportation Planning & Advisory scope of work will align with the project scope provided in the primary agreement.
- Consultation for transportation planning and urban design on the new UTA HQ site as well as the connectivity to the existing site and adjacent area will be provided.
- Environmental assessment consistent with NEPA and FTA requirements will be provided.
- Identify the size and quantity of programmatic elements related to transportation design including:
  - Amtrack, Frontrunner, TRAX, Greyhound, and Local SLC Bus Transportation
  - Evaluation of existing or current program elements related to Transportation
  - Adding and editing the space list
  - Adding and edit the Program excel sheet
  - Diagrammatic drawings related to site planning

**Phase 1: Program Verification (6 weeks)**

Scope:

- Transportation Planning & Advisory: WSP will serve as the transportation planning, advisory, and environmental consultant. WSP will collaborate with UTA to define and create common project goals that identify a preferred transportation planning concept that will be carried through the Conceptual, Schematic, and Design Development phases of the project.
- Environmental Screening: WSP will perform a high-level desktop analysis using readily available data to identify potential environmental and community impacts of the project site and immediate adjacent properties. This will include the review and documentation of wetlands, contamination issues, impacted community facilities, noise and vibration impacts, traffic impacts, multi-modal linkages, private property acquisitions (if any), effect on property values and other relevant factors identified. With respect to community impacts, WSP will work with the community to review the proposed headquarter site for conformance with Land Use, Community Plans and Zoning. WSP will also request a files search from the State Historic Preservation Office (SHPO) to inform the environmental screening.
  - The NEPA class of action will be determined by the lead federal agency and project proponent. WSP will document analysis performed that will be utilized to clear the project under any NEPA class of action such as a documented Categorical Exclusion (CatEx), an Environmental Analysis (EA), or an Environmental Impact Statement (EIS). A documented CatEx may be pursued for this project; however, based on the environmental scan performed, the presence of historic and cultural resources, ROW acquisitions and impacts to socioeconomic conditions may result in an Environmental Assessment (EA) to determine the significance of impacts.

Meetings:

In-Person Meetings: Attend up to (1) meetings in person

Virtual Meeting: Attend up to (3) meetings virtually

**Final Deliverables for Program Verification:**

- Memo – Grant Program Identification and Selection Summary
- Environmental Screening Summary of Findings
- Technical Memo and Recommendation to Support Next Steps
- Initial Site Assessment (ISA) or Modified Phase I Environmental Site Assessment (MESA)
- Environmental Assessment and Decision Document
- Development of the Transportation Program to include:
  - Define and create common project goals as it relates to transportation planning and urban design
  - Identify existing conditions, goals, and criteria
  - Identify all stakeholders
  - Identify schedule for decision making as it related to the transportation components
  - Contribution to Program Brief

## Phase 2: Conceptual Design (10 weeks)

### Scope:

- **Transportation Planning & Advisory:** WSP will assist in the conceptual design efforts of UTA bus operational planning as well as general access and movement of bus, transit, micro-mobility, and vehicular traffic around and through the project site to help establish a multimodal transportation center that safely and efficiently accommodates both public transit and private modes. We will conduct meetings and interviews with appropriate UTA operations staff to better understand service operations, opportunities, and challenges at the project site. WSP will also perform field review to identify existing constraints at the site. We will also discuss with UTA any projected future operational needs regarding bus service expansion and vehicle fleet type, potential for TOD, joint development and urban redevelopment opportunities to help understand and build implementable concept ideas for the project site.
  - Through a series of workshops (Initial Workshop, Concept Review Workshop, Final Concept Workshop), WSP will collaborate with UTA and project partners to develop preferred conceptual layouts for transportation services at the project site. Up to three conceptual layouts will be developed, revised and updated based on comment, as well as an evaluation ranking process for one single concept to move forward out of the Final Workshop. Conceptual transportation designs will include bus operations and bays, parking layouts, pedestrian access, bicycle parking, and ingress/egress to and from the site along with applicable battery electric charging infrastructure.
- **Urban Design:** WSP will work closely with SOM during the headquarters site conceptualization phase to develop alternative TOD framework plans and advance a preferred TOD concept plan for the project site and adjacent area bounded by 200 S, Rio Grande St, 400 S, and the project site. This collaborative effort will begin with internal design team workshops to develop up to three (3) compatible TOD framework plans that would generally consist of identified land uses and block structure, multi-modal transportation network, and supportive public spaces that will seek to strengthen connectivity to the new headquarters and Salt Lake Central / Old Greek Town Stations, as well as maximize opportunities for transit-oriented development, economic development, and value capture. These alternatives will be combined and presented with the transportation conceptual designs options as well as headquarters site layout options to provide the future context for the station. Following engagement with UTA and combined feedback, WSP will work with SOM to narrow down options for up to two (2) conceptual plans for the area and provide expanded detail and modelling for each, which may include building footprints, heights, setbacks, ground floor use, upper floor use, street types and configuration, and public space concepts that will augment the idea of a community-type market space and gathering space linking the new headquarters with Rio Grande Plaza.

### Meetings:

In-Person Meetings: Attend up to (2) meetings in person

Virtual Meeting: Attend up to (5) meetings virtually

### Final Deliverables for Conceptual Design:

- Up to three (3) Conceptual Transportation Site Design Layouts at 10% design level
- One (1) on-site meeting halfway through Concepts to perform a mock-up bus operation simulation of Transit Facility to verify assumptions and calculations utilized during design.
- Up to three (3) alternative TOD framework diagrammatic plans
- Up to two (2) Area Conceptual Plan drawings
- Final Concept Plan that show the following at a conceptual level :
  - Footprint and location
  - Configuration of drives, stops, site ingress/egress, boarding/alighting locations, turn-around areas, and queueing areas
  - Interior and exterior curb lines
  - Interior drainage plan
  - Bus entry/egress from S 600 W and/or W 200 S
  - Pedestrian access to S 600 W, W 200 S, bus, light rail, commuter rail, and Amtrak platforms

- Conceptual plan for open space/plaza
- Preliminary provision for programmatic needs (e.g., passenger waiting area, ticketing, break room, security office, etc.)
- Ventilation plan
- Depiction and description of key bus and transit design elements, including exhibits to show turn movements for transit vehicles.
- Identifying the key elements that will become part of the Design standards for interior spaces of Transit Facility to confirm concurrence with transit needs and functions and durability.
- Identifying the key elements that will become part of the Design standards for Transit Facility to address special features, visibility within facility, passenger amenities, and general wayfinding and circulation.

### **Clarifications**

The transportation, urban planning, and environmental assessment activities will commence at the beginning of the schedule and continue through Conceptual Design whereas the program assessment, analysis, and writing compilation activities will proceed throughout the anticipated primary scope schedule. Final design of transportation elements will happen at a later phase after the scope and extent of those elements is better understood.



Company: **WSP**

Discipline: **Mechanical, Electrical, and Plumbing Scope of Services**

Description of Services:

- The Mechanical, Electrical & Plumbing scope of work will align with the project scope provided in the primary WSP proposal.
- Division 21 - Fire Protection Systems: Sprinkler and Fire Standpipe System, Fire Pump System performance requirements.
- Division 22 – Plumbing Systems: Domestic Water, Sanitary Sewer, Storm, Natural Gas and Fuel Oil Systems.
- Division 23 – Mechanical Systems: Cooling Systems, Heating Systems, Air Distribution Systems, Smoke Exhaust, Stair Pressurization and Automatic Temperature Controls.
- Divisions 26 – Electrical Systems: Building Power Distribution, Building Power Grounding Systems, Emergency Power Distribution, General Lighting, Emergency Lighting, Egress Lighting, Power Systems for security, AV and IT systems and Lightning Protection System.

**Phase 1: Program Verification (6 weeks)**

Scope:

- Review the city ordinances and building codes to determine requirements for site lighting and light trespass requirements for the project location.
  - Review and evaluate site lighting and light trespass requirements for the City of Salt Lake City, Utah.
- WSP will learn about the project's business units, objectives, operational requirements, and long-term goals, and develop MEP system approaches and space requirements accordingly.
- Provide overview of future trends and technologies for potential use in project.
- Review and evaluate overall building program and functional requirements.
- Develop MEP space requirements based on architectural program and facility function.

Meetings:

In-Person Meetings: Attend up to (1) meetings in person

Virtual Meeting: Attend up to (3) meetings virtually

**Final Deliverables for Program Verification:**

- MEP Program Space Requirements via spreadsheet for architectural implementation into overall space program

**Phase 2: Conceptual Design (10 weeks)**

Scope:

- WSP will develop the MEP and design criteria for the various program components, conceptualize alternative Mechanical, Electrical, and Life-Safety systems, and determine system approaches for conceptual design and implementation in the subsequent phases of the project. If multiple system concepts are to be carried forward, then WSP withholds the right to renegotiate fees for this phase.
- Review and evaluate final building program and functional requirements.
- Prepare sketches, layouts, and space allocations to assist the architect in building massing studies and project requirements to reach a conceptual design.
- Provide conceptual design calculations to inform building orientation, fenestration options, shading and daylighting impacts, etc.
- Define major mechanical and electrical space requirements and proposed locations within the building.
- Provide general design guidelines for risers, chases, etc.
- Acquire a general understanding of utilities and how they will interface with the project.
- Assist the Architect with identification of environmentally responsible design concepts related to the MEP/FP work.
- Advise on innovation and future planning, including:
  - Present on methods to implement integrated automation across systems.
  - Identify specific business impacts (example lease agreement around use/control of base building system) and potential design impacts (current design intent versus goals)

- Lead discussions with sustainability, operations efficiency, user experience, safety, productivity and Health and Wellness.
- Support discussions regarding electrification and decarbonization.

Meetings:

In-Person Meetings: Attend up to (2) meetings in person

Virtual Meeting: Attend up to (5) meetings virtually

**Final Deliverables for Conceptual Design:**

- MEP system sketches, studies, and models as needed to inform the overall architectural concept design.
- Preliminary Systems Report: Provide a basic system description for all major mechanical, electrical, plumbing and fire protection systems. Define design criteria for building envelope performance. Identify the applicable Codes and Standards. Advise Architect of any special studies that may be required by local jurisdiction such as smoke control, life safety, CFD analysis or other

**Clarifications**

- Energy code compliance method is assumed to be the prescriptive approach. If it appears that the building envelope will not meet the prescriptive requirements, a component building-envelope compliance path is required and will require energy modeling that is not included in basic services.
- Early-design MEP system selection will take a high-level comparative analysis such as Choosing by Advantages, and a detailed Life-Cycle Cost Analysis is not included in basic services.

Company: **WSP**

Discipline: **Sustainability Scope of Services**

Description of Services:

- Sustainable Design Assistance: Participation in a design-team meeting / coordination call, with items related to site / landscape design, architecture, engineering, energy modeling, and other specific disciplines or strategy areas, and provide input and feedback on managing and implementing project goals.

**Phase 1: Program Verification (6 weeks)**

Scope:

- Sustainable Design Assistance:
  - No anticipated scope during this phase.

Meetings:

In-Person Meetings: Attend up to (0) meetings in person

Virtual Meeting: Attend up to (0) meetings virtually

**Phase 2: Conceptual Design (10 weeks)**

Scope:

- Sustainable Design Assistance:
  - Review the concept design, and provide feedback and recommendations to optimize the design for built ecology-related goals, including building massing, land use / site planning, stormwater management, energy efficiency, daylight, materials selection, renewable energy opportunities, active design, indoor air quality, occupant comfort, health and wellness, occupant control and feedback, etc.

Meetings:

In-Person Meetings: Attend up to (0) meetings in person

Virtual Meeting: Attend up to (1) meetings virtually

**Final Deliverables for Conceptual Design:**

- Sustainability Memo outlining goals, metrics, and strategies.

**Clarifications**

- The design and development of the project will occur in a single integrated and coordinated schedule, allowing our team to develop one model and submit for code compliance one time.
- The following is to be made available in a timely manner as appropriate for the energy analysis being undertaken:
  - Architectural drawings and/or 3D models
  - Envelope performance for building enclosure assemblies by type (early design)
  - Complete building enclosure schedule with all assemblies (walls, windows, floors, roofs etc.), corresponding performance specifications by type, and glazing assembly performance calculations (NFRC-100/200) supplied by the manufacturer (late design)
  - Building occupancy schedules, types, densities, and any significant variations (daily or seasonal)
  - Narrative (BOD) of proposed mechanical systems with performance targets for all systems (early design)
  - Mechanical zone floor plan diagrams
- Scope will include 7-10 Energy Efficiency Measures (EEMs) for the SD phase modeling cycle.
- The energy model itself is not a deliverable. Calibrated energy modeling work can be provided as an additional service.

Company: **WSP**  
Discipline: **Fire Protection + Code Consulting Scope of Services**

**Phase 1: Program Verification (6 weeks)**

Scope:

- Identify any Land Use restrictions
- Identify Seismic requirements for project location

Meetings:

In-Person Meetings: Attend up to (0) meetings in person

Virtual Meeting: Attend up to (1) meetings virtually

**Final Deliverables for Program Verification:**

- No deliverables anticipated.

**Phase 2: Conceptual Design (10 weeks)**

Scope:

- No scope anticipated.

Meetings:

In-Person Meetings: Attend up to (0) meetings in person

Virtual Meeting: Attend up to (0) meetings virtually

**Final Deliverables for Conceptual Design:**

- No deliverables anticipated.

Company: **Design Workshop**  
Discipline: **Landscape Architecture Scope of Services**

**Phase 1: Program Verification (6 weeks)**

1. Meet with SOM, UTA, and consultant team to review/develop project goals, design criteria, public space program, and landscape metrics for outdoor spaces. Also, discuss O&M responsibility to guide the design. Meeting will be virtual.
2. Prepare survey questions for the landscape to give SOM so they can get answers from UTA.

Meeting:

Virtual Meeting: Attend one (1) meeting for 2 hours (max) attended by PIC and PM.

**Final Deliverables for Program Verification:**

- Survey questions for landscape

**Phase 2: Conceptual Design (10 weeks)**

1. Prepare analysis and GIS mapping of site conditions including bike/ ped mobility, climate analysis, ecological influences, open space and plaza inventory, etc.
2. Prepare Landscape Opportunities and Constraints Plan
3. Prepare Landscape Framework plans based on the three (3) area conceptual plan drawings, summarizing major influences upon design based on the phase 1 program verification.
4. Prepare a Conceptual Landscape Plan, including up to three (3) illustrative sections illustrating key design of outdoor spaces.
5. Prepare specific landscape diagrams that will illustrate ped/ bike circulation, primary programmed spaces and green infrastructure where possible. We will integrate green infrastructure design into the public realm concept by coordinating with SOM, and the civil engineer and providing a landscape drainage diagram to illustrate green infrastructure features.
6. Provide initial landscape materials palette through diagram and/or imagery.
7. Prepare character images to convey the landscape design intent and narrative.

Meetings:

In-Person Meetings: Attend up to two (2) meetings in person attended by PIC and PM.

Virtual Meeting: Attend up to six (6) meetings virtually attended by PIC and/or PM.

**Final Deliverables for Conceptual Design:**

- Site Analysis Diagrams
- Site/Landscape Opportunities and Constraints Diagram
- Up to three (3) landscape framework plan alternatives
- Conceptual Landscape Plan and up to three (3) illustrative sections based on preferred alternative.
- Character images

Company: **PSOMAS**  
Discipline: **Civil Engineering Scope of Services**

### **Phase 1: Program Verification (6 weeks)**

For Program Verification, Psomas will review and refine UTA's Guiding Principles. We will request existing utility information from Salt Lake City Public Utilities and will review existing site topography and survey information as provided by the owner. Psomas will identify potential grading, accessible routes, stormwater, wet utility (water, sewer, storm), and site constraints for the Mix-Use Tower, Parking Structure, and surrounding street improvements. Psomas will respond to Stakeholder comments.

Meetings:

In-Person Meetings: Attend up to (1) meeting in person

Virtual Meeting: Attend up to (1) meetings virtually

#### **Final Deliverables for Program Verification:**

- Proposed updates to UTA's Guiding Principles
- Existing utilities exhibit
- Programmatic parameters relative to stormwater, sewer, water, grading, and site layout

### **Phase 2: Conceptual Design (10 weeks)**

For the Conceptual Design, Psomas will provide a conceptual utility plan for up to three site conceptual test fits as provided by SOM. The conceptual utility plan will provide estimated locations for wet utility connections and stormwater detention. Based on topographical survey information provided by others, Psomas will prepare conceptual grading plans for the SLCentral Assemblage and Parking Structure (if located outside of the SLCentral Assemblage). In coordination with the accessibility consultant, Psomas will also provide a conceptual pedestrian routing plan for up to three site conceptual test fits. Psomas will respond to Stakeholder comments on the Conceptual Plans.

Meetings:

In-Person Meetings: Attend up to (2) meetings in person

Virtual Meeting: Attend up to (5) meetings virtually

#### **Final Deliverables for Conceptual Design:**

- Conceptual Utility Plans
- Conceptual Grading Plans
- Conceptual Pedestrian Routing Plans

Company: **MJSA Architects**  
Discipline: **Historic Preservation Consulting Scope of Services**

**Phase 1: Program Verification (6 weeks)**

- Meet with SHPO to determine the Historical value of the remaining South building (603 W 200 S) and remaining site.
- Meet with SHPO to clarify that the north Bldg has been demolished and only the South Bldg remains.
- Determine with SHPO if the information that UTA has completed, included the North & South buildings in order to modify or demolish the remaining structure(South Bldg.). These documents include but not limited to;
  1. Provide Intensive Level Survey (ILS)
  2. Provide photographs.
  3. Provide drawings.
  4. Provide research material.
  5. Submit to the Division of State History
- Determine if the provided information is in accordance with the MOA
- Verify if this documentation includes the South building allowing the modifying or demolishing of the structure.

Meetings:

In-Person Meetings: Attend up to (2) meetings in person

Virtual Meeting: Attend up to (4) meetings virtually

**Final Deliverables for Program Verification:**

- Memo to analyze the site opportunities and limitations.

**Phase 2: Conceptual Design (10 weeks)**

- No scope.

Meetings:

In-Person Meetings: Attend up to (0) meetings in person

Virtual Meeting: Attend up to (0) meetings virtually

**Final Deliverables for Conceptual Design:**

- No scope.

Company: **Walker Consultants**

Discipline: **Parking (Including Structural and Functional Engineering) Consulting Scope of Services**

**Phase 1: Program Verification (6 weeks)**

1. Not included in this phase.

**Final Deliverables for Program Verification:**

- Not included in this phase.

**Phase 2: Conceptual Design (10 weeks)**

1. Determine location of the facility on the site including orientation of parking bays, bay sizes and setbacks.
2. Determine location of vehicular entrances and exits based upon anticipated user arrival/departure patterns and existing peak hour traffic on adjacent streets and to coordinate with the bus transit layout provided by SOM or its subconsultant.
3. Develop functional design options including various ramping schemes, parking angles, traffic flow, etc. Discuss the advantages and disadvantages of each scheme and reach a consensus with stakeholders as to the preferred scheme.
4. Lay out preliminary striping for the parking facility, including requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
5. Assist SOM with determining the proper number and appropriate location of stair towers. Confirm with Owner if elevators are needed.
6. Assist SOM on a conceptual level, with developing the architectural direction for the structure, particularly as it relates to the function of the facility and any implications to the structural design. Assist SOM by providing Walker experience with various parking façade materials that may be contemplated.
7. Assist team by reviewing conceptual cost estimate prepared by others. Assist with review of preliminary construction schedules.

**Meetings:**

In-Person Meetings: Attend up to **(1)** meetings in person

Virtual Meeting: Attend up to **(5)** meetings virtually

**Final Deliverables for Conceptual Design:**

- Concept plans generated using a combination of CAD and/or Revit



Company: **Rider Levett Bucknall**  
Discipline: **Cost Consulting Scope of Services –**

**Includes the Transit Facility, Mixed-use Tower, Parking Structure and Pedestrian and Street Improvements**

**Phase 1: Program Verification (6 weeks)**

It is presumed that there are no budgeting or estimating efforts required of RLB in Phase 1.

Meetings:

In-Person Meetings: Attend up to (0) meetings in person

Virtual Meeting: Attend up to (0) meetings virtually

**Final Deliverables for Program Verification:**

- Deliverable - NA
- Deliverable - NA

**Phase 2: Conceptual Design (10 weeks)**

RLB will prepare a Conceptual Design-Level estimate of construction cost for the project. It is anticipated that there will be three different design options in Phase 2 each will have their separate construction cost estimate.

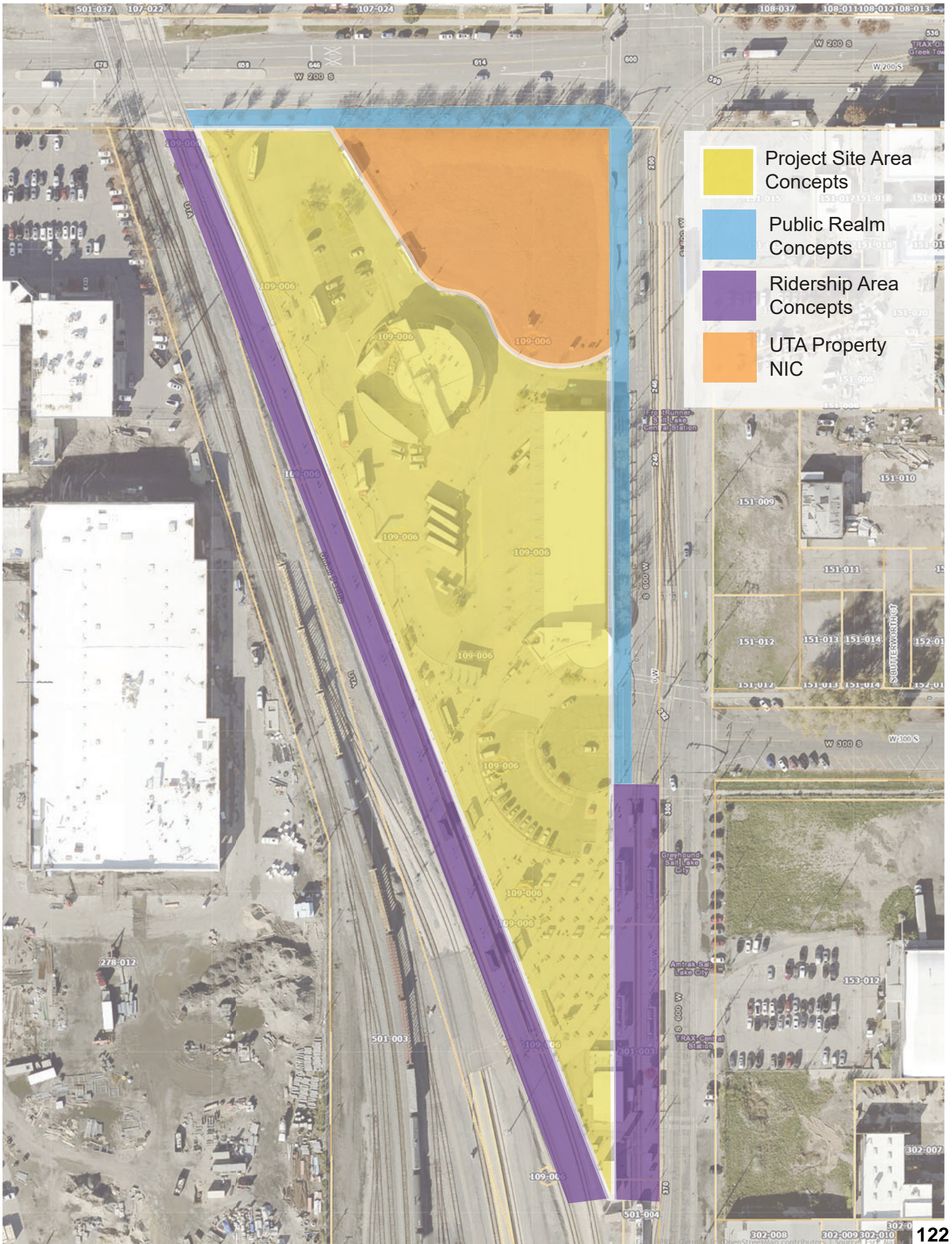
Meetings:

In-Person Meetings: Attend up to (0) meetings in person.

Virtual Meeting: Attend up to (5) meetings virtually.

**Final Deliverables for Conceptual Design:**

- Deliverable A – Conceptual Design-Level estimates of construction cost of three design options.
- Deliverable B – Updated revised cost estimate for (1) final concept design.



- Project Site Area Concepts
- Public Realm Concepts
- Ridership Area Concepts
- UTA Property NIC

Project Schedule UTA HQ + SLC Central Station

Phase	Duration	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8							
		WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15	WK 16	WK 17	WK 18	WK 19	WK 20	WK 21	WK 22	WK 23	WK 24	WK 25	WK 26	WK 27	WK 28	WK 29	WK 30	WK 31	WK 32				
	Week Starting On:	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31	8/7	8/14	8/21	8/28	9/4	9/11	9/18	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18		
In Person Event				IP							Holiday	IP																								Holiday	
Board Review Meeting			10-May																																		
Contract / NTP			X																																		
CMGC			5/18 or 19																																		
Send Quest to UTA			Send Ques																																		
Programming	6 Weeks			1	2	3	4	5	6																												
Meetings				WS1		WS2		WS3																													
UTA Stakeholder			Request Info	WS1																																	
Amtrak, Bus, Lightrail Input/ Info	TBD		Request Info																																		
UTA Review	2 Weeks									1	2																										
Conceptual Design	10 Weeks											1	2	3	4	5	6	7	8	9	10																
Meetings												WS1		WS2		WS3		WS4		WS5																	
Amtrak, Bus, Lightrail Input/ Info	TBD																																				
Probable Cost	4 Weeks																			1	2	3	4														
UTA Review	4 Weeks																								1	2	3	4	5	6	7	8					
UTA Select Preferred Opt																											X										
Formalize Concepts																												1	2	3							
Update Cost for Selected Option																																					
UTA Annual Budget Due																																					X
UTA Final Board Presentation																																					X

Schedule Key

	UTA
	In person Meeting
	Design Schedule
	CMGC
	UTA Stakeholder Team
	Cost Estimator

## Exhibit D INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$12,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the limits of liability required by this Agreement purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA, upon mutual agreement or UTA's agreement to pay for any associated increase cost of insurance.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority Agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in

no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time (excluding Contractor's Professional Liability Insurance policy). DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTOR S: Contractor s' certificate(s) shall include all subcontractor s (only those retained directly by Contractor) as additional insureds under its policies or subcontractor s 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-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

Project: UTA Headquarters and Slat Lake Central Station

**Additional Services for Programming and Conceptual Design:**

Additional services are those not included under the Basic Scope of Services, as described herein, and will be performed when authorized by the Architect. Compensation for additional services will be prepared in the format of a proposal at the direction of the Architect. Additional Services include, but are not limited to, the following:

Additional Services that are not currently included and might arise are:

- Vertical Transportation
- Interior Design
- Architectural Lighting
- Accessibility Consulting
- Acoustics, Noise and Vibration Control
- Building Technology Systems

Additional Services from the current consultants include but are not limited to:

Architecture:

- Additional Renderings
- Professional external sourced renderings.
- 3 Dimensional printed or constructed models.
- Value Engineering.
- Additional Concepts beyond the (3) proposed.

Structural:

- Assistance with promotional material for the project
- Adding to or expanding the program of the project after the programming validation phase
- Altering the seismic performance objectives of the project after Concept Design

Transportation

- FTA Grant Program Assistance:
- In addition, WSP will monitor USDOT direction on grants application requirements, criteria, and procedures to help UTA remain well positioned for grant award.

MEP:

- Fire protection sprinkler main layouts
- LEED, Green Communities, NGBS, or WELL Building Standards.
- Computational Fluid Dynamics (CFD) analysis to inform the thermal comfort of building occupants as they are affected by air supply temperatures, flows, and envelope interactions Modeling
- Provision of detailed estimates of construction costs or detailed quantity surveys or inventories of material, equipment, or labor.
- Negotiation of variances with local agencies for mechanical, electrical, or life safety codes.

Sustainability:

- Energy Modeling
- Sustainability Workshops
- Preparation of estimated costs or financial-feasibility studies associated with the work
- Computational Fluid Dynamics (CFD) analysis to inform the thermal comfort of building occupants as they are affected by air supply temperatures, flows, and envelope interactions.
- District and Renewable Energy Assessments

- **LEED Certification Coordination:** WSP will coordinate the LEED certification process by developing an overall LEED strategy, managing the approach to implementing that strategy, ensuring that the project design and construction practices are complying with LEED requirements, and coordinating the documentation process. This scope includes the following activities:
  - **Integrative Process Workshop**
    - Facilitating an integrative design workshop with key and active stakeholders in attendance. This meeting is intended to help develop and articulate the overall sustainability-related strategy and goals for the project, and align the team around a common project vision, and achieve the LEED Integrative Process credit.
    - Complete analysis of Water-Related Systems to quantify the impacts of fixture and fitting water demand, process water demand, and potential water supply sources
    - The Energy-Related Systems analysis will be completed by the energy modeler. If WSP is providing energy modeling, we will complete this analysis.
    - Complete an Integrative Process report summarizing the workshop outcomes and documentation needed to achieve the LEED credit.
    - Meetings: one (1) prep meeting and one (1) workshop follow-up meeting are included in this sub-task.
  - **Green Building Design Coordination**
    - Participating in design team meetings including those related to site, landscape design, architecture, engineering, energy modeling, interiors, lighting, and other specific discipline or strategy areas, and providing input and feedback in terms of managing and implementing project goals
    - Conducting research and technical analyses to support design processes and decision-making, and advising the Client and project team on considerations related to various strategies, technologies, materials, and products
    - Meetings: participation in [10-12] team coordination meetings is included in this sub-task.
  - **Managing LEED Strategy and Compliance**
    - Facilitate a LEED kickoff meeting with the full project team in attendance and develop a LEED Action Plan for the project
    - Manage and regularly distribute the LEED Action Plan which includes the certification approach, target credits, specific credit requirements, relevant calculations, responsible parties, action items, and LEED schedule.
    - Review the project design for LEED compliance and provide guidance to ensure the project is on track to LEED performance benchmarks and requirements
    - Complete LEED documentation where feasible (see LEED Credit Responsibilities Matrix for a list of assumed roles and responsibilities per credit)
  - **Design Phase LEED Coordination and Technical Support**
    - Provide design team with LEED technical resources and other relevant reference materials including one year of complimentary access to LEEDuser.com
    - Support design team by clarifying requirements for achieving and documenting LEED credits
    - Conduct one (1) LEED orientation conference call with each LEED discipline (e.g. architect, owner, MEP, civil, landscape) to support their documentation responsibilities and use of LEED Online
    - Review and comment on the Owner's Project Requirements (OPR) and design team Basis of Design (BOD) as required for LEED certification
    - Meetings: facilitation of **[4-5]** LEED progress meetings (typically after major milestones) are included in this sub-task.
  - **Construction Phase LEED Coordination and Technical Support**
    - Facilitate a one-hour construction phase LEED kick-off meeting with the general contractor / construction manager and construction team to review the project LEED goals, process, tools, construction phase LEED responsibilities, and credit requirements. The meeting will include a detailed discussion of LEED expectations, best practices, and documentation responsibilities for the construction team.
    - Facilitate a one-hour subcontractor LEED kick-off meeting with the major subcontractors, GC/CM, and construction team to review and confirm the subcontractor LEED process, responsibilities, and credit requirements.
    - Review construction management plans including Construction Waste Management Plans, IAQ Management Plans that are developed by the contractor.



- Facilitate **[2-3]** LEED progress meetings (typically after major milestones) with owner, contractor, and construction team
    - Facilitate regular (usually monthly) LEED check-in calls with the contractors (in addition to the meetings outlined above) to progress of LEED documentation and submittals
  - GBCI Coordination and the LEED Submittal
    - Register the project with the Green Business Certification Inc. (GBCI) and set up LEED Online, including inviting participants
    - Facilitate all correspondence with GBCI / USGBC, including project registration, credit interpretation requests (CIRs), project submittals, and appeals
    - Review all LEED credit documentation upon completion by responsible parties and prior to submittal to GBCI for accuracy, consistency, and appropriateness
    - Submit all outstanding documentation to GBCI per LEED requirements and coordinate team response to GBCI comments
  - LEED Credit Responsibilities Matrix
    - WSP will distribute a LEED Credit Responsibilities Matrix at the beginning of the project to confirm team member LEED responsibilities. Primary responsibility for a credit includes all coordination to ensure that the project achieves the specific LEED requirements and uploading documentation to LEED Online. Secondary responsibility includes providing calculations, information, and supporting data (e.g. drawings, cut sheets, credit calculations, etc.). WSP will assign documentation responsibilities for the LEED prerequisites and credits.
- Daylight Analysis: Sustainability will provide daylight analysis to help optimize the project design for effective, high-quality daylight and glare mitigation. Daylight-modeling software will be used to quantify daylight levels throughout the project relative to the LEED daylight metrics of Spatial Daylight Autonomy (sDA) and Annual Sunlight Exposure (ASE).
  - Services:
    - Work with the design team to review the daylight modeling results and evaluate strategies for improvement. Strategies to evaluate may include building massing, glazing orientation, ceiling height and shape, external and internal shading, passive and active glare-control systems (e.g., light shelves, automated shades, etc.), glazing selection, space planning, and surfaces and finishes.
    - Develop modeling scenarios for each building as follows:
      - One (1) daylight model (typically in the SD or DD phase), including all regularly occupied spaces
      - One (1) daylight model update (typically in the DD phase) to evaluate design changes, options, and potential daylight improvements (e.g., interior glazing, light shelves, brighter floor surfaces)
      - One (1) final daylight model to document the LEED v4 Daylighting credit. Results will include compliance with the Spatial Daylight Autonomy (sDA) and Annual Sunlight Exposure (ASE) thresholds required by LEED
  - Deliverables:
    - Daylight Analysis Report summarizing the key findings and recommendations of the analysis, including LEED and annual daylight metrics and suggestions on improving daylight performance
    - Documentation for the LEED Daylighting credit uploaded to LEED Online
- Whole-Building Life-Cycle Assessment: Complete a whole-building Life-Cycle Assessment (LCA) per the requirements of LEED v4 Building Life-Cycle Impact Reduction: Option 4 – Whole-Building Life-Cycle Assessment credit.
  - Services:
    - Our assessment will use LCA software to complete an LCA of the complete building envelope and structural system to determine the environmental impacts of the project on each of the six impact categories below:
      - Global warming potential (greenhouse gases), in CO<sub>2</sub>e
      - Depletion of the stratospheric ozone layer, in kg CFC-11
      - Acidification of land and water sources, in moles H<sup>+</sup> or kg SO<sub>2</sub>
      - Eutrophication, in kg nitrogen or kg phosphate
      - Formation of tropospheric ozone, in kg NO<sub>x</sub> or kg ethene
      - Depletion of nonrenewable energy resources, in MJ

- Work with the project team, following LEED v4 guidance, to confirm the assumptions for the baseline and design case buildings. Our LCA report will include recommendations for improving environmental impact categories that do not show at least a 10% reduction in environmental impacts.
- Deliverables:
  - Summary of LCA tools, identifying the various LCA tools that can be used to meet the credit requirements of LEED v4 Building Life-Cycle Impact Reduction, along with the costs, pros, and cons of each tool available
  - Life-Cycle Assessment Report, including environmental impacts of standard building envelope and structural systems, LEED v4 compliance, recommendations for environmental impact improvements, and a summary of the LCA assessment methodology

#### Fire Protection:

- Any meetings, site surveys, or site inspections not outlined above
- General consulting on life-safety and code-related issues beyond the hours identified above
- Any drawing or submittal reviews in excess of those outlined above
- Design of any systems or subsystems not outlined above
- Water-flow test for purposes of fire-sprinkler design criteria
- Preparation or presentation of a formal appeal
- Timed Egress Analysis or Egress computer modeling
- Analysis, calculations, computational fluid dynamic modeling, or rational analysis documentation associated with any atria for this project
- Services related to redesign or changes to the adopted codes

#### Landscape:

- Lighting Design and photometric analysis of outdoor spaces.
- Other phases of work like Schematic Design, Design Development, Construction Documentation, Bidding and Negotiation, and Construction Observation.
- Design standards and guidelines
- Design and detail associated with extensive green roof and/or outdoor amenity decks except as noted herein.
- Preparation of rezoning or platting drawings or presentations
- Preparation of Design Review Board or equivalent submittal or presentation or any City presentations
- Preparation of 3D renderings or presentation artwork. No physical or digital presentation models, or visual simulations.
- Preparation of tree/ arboricultural or wetland surveys, inventories and reports including wetland or tree preservation/ transplantation design and engineering.
- Electrical engineering for landscape lighting including electrical circuitry diagrams and lighting of building facades, canopies, amenity terraces, or interiors and lighting control systems.
- Preparation of environmental graphic design/ signage or public art.
- Structural engineering for shade pavilions, trellises, landscape walls, ramps/ steps, decorative fencing and catenary lighting systems supports.
- Design and programming of digital media, LED visual screens, Wi-Fi, or other SMART technological systems.
- Site "as-built" drawings or site survey needed to prepare "as-built" drawings.
- Energy consumption and irrigation water budgets including calculations, studies or reports or LEED applications or site certification auditing or green building code notes and/or submittal.
- Cost estimates or any coordination associated with the cost estimate being prepared by another firm.

#### Civil:

- Site Entitlements

#### Historic Preservation:

- Travel, excessive.
- If the existing South Bldg, located at 603 W 200 S, becomes surprisingly important to SHPO and the additional groundwork above Basic Services for research becomes more than anticipated.

Parking:

- Programming Phase services
- Develop a preliminary financial pro-forma for the parking structure.
- Review intended operation of the parking garage and other associated operating assumptions.
- Provide list of requested data for the operating expenses of the existing parking garage.
- Project annual operating expenses including but not limited to:
  - direct labor and fringe benefits;
  - utilities;
  - supplies;
  - on-going maintenance (contracts and equipment)
  - snow removal; and
  - long-term structural maintenance (a sinking fund for periodic major expenses).
- Project annual revenues for transit, monthly and daily parking.
- Summarize our assumptions and projections in a memorandum.

Cost Consultant:

- Value Engineering and cost reduction studies
- LCCA
- Estimating more than one design solution for each design discipline.
- Estimate comparison and reconciliation with those prepared by others.

UTA HQ + SLC Central

Team	Services Provided	Programming	Concept Design	Final Concept	Total Fee
		6 weeks 1.5 months	10 weeks 2.5 months	3 weeks .8 months	19 weeks 4.8 months
SOM	Architecture and Urban Design	\$90,000	\$243,500	\$77,500	\$411,000
	Structural	\$4,500	\$16,000		\$20,500
	Interior Design				\$0
WSP	Transportation Planning (includes Environmental Services)	\$136,000	\$185,000		\$321,000
	Mechanical, Electrical, Plumbing Systems		\$52,500		\$52,500
	Sustainability & LEED Management		\$4,200		\$4,200
	Fire Protection/Code Consulting		\$4,200		\$4,200
	Accessibility Consulting				\$0
	Acoustics, Noise and Vibration Control				\$0
	Building Technology Systems				\$0
	Architectural Lighting Design				\$0
Design Workshop	Landscape and Civic Realm		\$60,000		\$60,000
PSOMAS Engineering	Civil Engineering	\$4,000	\$13,300		\$17,300
MJSA Architects	Historic Preservation		\$5,500		\$5,500
Walker Consultants	Parking Structure Design (including Structural and Functional Engineering)		\$28,000		\$28,000
VDA	Vertical Transportation	\$0	\$0		\$0
Ridel Levett Bucknall	Cost Estimating		\$42,700	\$7,500	\$50,200
<b>Totals By Phase</b>		<b>\$234,500</b>	<b>\$654,900</b>	<b>\$85,000</b>	<b>\$974,400</b>
Reimbursables	Travel	\$3,800	\$16,200		\$20,000
	Printing	\$1,000	\$4,500		\$5,500
<b>Total Reimbursables</b>		<b>\$4,800</b>	<b>\$20,700</b>		<b>\$25,500</b>
<b>GRAND TOTAL</b>	<b>Design Fee + Reimbursables</b>	<b>\$239,300</b>	<b>\$675,600</b>	<b>\$85,000</b>	<b>\$999,900</b>

## FY 2023 Billing Rates (USD)

SOM Hourly Billing Rates are noted below. Rates may change on an annual basis.

Category	High (USD)	Medium 1 (USD)	Medium 2 (USD)	Low (USD)
M - Partner	425	420	410	400
K - Principal	390	375	360	345
J - Senior Associate Principal	375	350	335	305
I - Associate Principal	335	290	280	255
G - Associate	300	260	230	210
F - Senior Professional	290	230	205	185
E - Professional	260	195	170	160
D - Intermediate Professional	220	175	155	145
C - Junior Professional	190	150	140	130
B - Administrator	140	130	125	115
A - Intern	115	110	105	95



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 5/10/2023**

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**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:**

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**Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-106 - 450 East Direct Fixation Double Crossover Procurement (Stacy and Witbeck, Inc)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve task order #23-106 to the on-call maintenance contract with Stacy and Witbeck in the amount of \$1,670,773 and authorize the Executive Director to execute the task order and associated disbursements for state of good repair work on the University TRAX line.

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**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 450 E crossover is on the University Line and is part of the State of Good Repair program. Currently the project is in the design, procurement, and material identification stage.

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**DISCUSSION:**

If approved, this request is anticipated not to exceed \$1,670,773 and will facilitate the purchase of a complete #6 direct fixation double crossover from Nortrak for 450 East on the University Line. The special track work includes all 4 turnouts and the diamond, as well as all direct fixation fastening plates, associated hardware, and other track materials. The track work will 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. Switch machines are excluded from this proposal.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Stacy and Witbeck Inc.
<b>Contract Number:</b>	20-03349-106
<b>Base Contract Effective Dates:</b>	January 1, 2021 through December 31, 2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$26,445,532
<b>Amendment Amount:</b>	\$1,670,773
<b>New/Total Contract Value:</b>	\$28,116,305
<b>Procurement Method:</b>	RFP best value modification/on-call contract
<b>Budget Authority:</b>	2023-2027 Capital Plan

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**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 the direct fixation track work is 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 direct fixation track work is on the TRAX University Line which would significantly delay service if not replaced. This is a key strategic alignment area for our operation team.

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**FISCAL IMPACT:**

This cost for this procurement is included in the 2023 Capital Program. A future task order will be needed for the construction phase of this project.

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**ATTACHMENTS:**

- 1) Contract task order #106

**TASK ORDER NO 23-106**

**TASK ORDER NAME: 450 E DF Double Crossover Procurement**

**PROJECT CODE: SGR385 20-7385.63000.1009**

This is Task Order No. 23-106 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 23-106 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is December 31<sup>st</sup>, 2023. The Final Acceptance Date for this Task is December 31<sup>st</sup>, 2023.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$1,670,773.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**


This Task Order does  does not  [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: \_\_\_\_\_  
Jay Fox, Executive Director Date  
> \$200,000

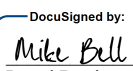
By:  \_\_\_\_\_  
ACA3AB62608B4E2...

Date: 4/5/2023

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

 \_\_\_\_\_  
Legend: BAWF6... Procurement Review



# Stacy and Witbeck

February 24, 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: 23-602-R1 - 450 East DF Double Crossover Procurement

Dear Kyle:

We are pleased to provide the attached cost estimate to procure the required special trackwork to replace the 450 E double crossover on the University Line. The track work includes a complete #6 direct fixation double crossover from Nortrak.

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 \$14,030.00** – 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 \$2,423.00** – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

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1958 West North Temple  
Salt Lake City, UT 84116  
801.666.7840 (office) 801.432.7849 (fax)

# Stacy and Witbeck

**Bid Item 4000 – Procure #6 DF Double Crossover – 1 EA – Total of \$1,523,681.00** – This bid item includes the cost to purchase 1 EA #6 Direct Fixation Double Crossover from Nortrak for 450 East on the University Line. The special trackwork includes all 4 turnouts and the diamond. Includes all direct fixation fastening plates and associated hardware and OTM. Switch machines are excluded from this proposal and will be provided by others. The trackwork will 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 \$14,074.00** – This bid item includes the cost to purchase flights and hotels for SWI personnel to travel on 2 separate occasions to Cheyenne 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.

**Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$116,565.00** – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$1,670,773.00**

If you have any questions, please contact me.

Sincerely,  
Stacy and Witbeck, Inc.



Collin Christensen  
Project Manager

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1958 West North Temple  
Salt Lake City, UT 84116  
801.666.7840 (office) 801.432.7849 (fax)

02/24/2023 6:41  
 23-602-R1 450 East DF Double Crossover Procurement  
 \*\*\* Collin Christensen, CC

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	14,030.00	14,030.00
2000	Safety Program & Administration	1.000	LS	2,423.00	2,423.00
4000	Procure #6 DF Double Crossover Trackwork	1.000	EA	1,523,681.00	1,523,681.00
4500	Laydown Inspection of Special Trackwork	2.000	EA	7,037.00	14,074.00
Subtotal					\$1,554,208.00
100000	Fee (7.5%)	1.000	LS	116,565.00	116,565.00
Bid Total =====>					\$1,670,773.00

voestalpine Railway Systems Nortrak LLC.

1740 Pacific Avenue  
 Cheyenne, Wyoming, USA 82007  
 T. 307-778-8700  
 F. 307-778-8777  
[www.voestalpine.com/nortrak](http://www.voestalpine.com/nortrak)

**Date: 02/23/2023****Customer: Stacy and Witbeck****Contact: Collin Christensen****Email: cchristensen@stacywitbeck.com****Phone: 801.420.1708****Quote No: DP2023-141****Project: UTA 450 East University Line****Sales Contact: Dan Pauli****Email: Dan.pauli@voestalpine.com****Phone: 307-421-2750**

Dear Collin Christensen,

Please see our quote for the double crossover (without switch machines/encapsulation, levelling beams). Let me know if you have any questions.

Qty	Description	Unit Price	Ext Price
<del>1</del>	<del>Double Crossover No.6 Power 115RE EQ WBM Insulated Embedded Packaged Complete match the exact, current geometry and is embedded, so needs to be encapsulated, flange bearing frogs with a 7/8" depth compatible for CSV24 switch machines (does not include switch machines/encapsulation, levelling beams)</del>	<del>\$781,479</del>	<del>\$781,479</del>
1	Double Crossover No.6 Power 115RE EQ WBM Insulated DF Packaged Complete DF option for this location	\$1,380,165	\$1,380,165

**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: 360 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:**

- Per K-105AB and K-320AB

voestalpine

ONE STEP AHEAD.

**7. Inspections:**

- 7.1 Nortrak is not hiring any 3<sup>rd</sup> 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

A handwritten signature in blue ink that reads "Dan Pauli". The signature is stylized with a large initial 'D' and a cursive 'P'.

Dan Pauli  
Regional Sales Manager



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/10/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Vi Miller, Chief Finance Officer  
**PRESENTER(S):** Todd Mills, Director of Supply Chain

**TITLE:**

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**Pre-Procurements**

- **Bi-Level Commuter Rail Vehicles**
- **Bi-Level Commuter Rail Car Overhaul**
- **Rail Vehicle Cleaning Services**
- **Clearfield FrontRunner Station Trail**
- **E-Voucher Phase 2**
- **Park & Ride Design Services**
- **UVX Design Services**

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**AGENDA ITEM TYPE:**

Pre-Procurement

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**RECOMMENDATION:**

Informational report for discussion

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**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.

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**DISCUSSION:**

- ***Bi-Level Commuter Rail Vehicles.*** Informational item (Government to Government purchase): UTA is currently working to procure five (5) bi-level commuter rail vehicles from North County Transit District (NCTD). UTA performed a nationwide search for commuter rail cars that were the same or similar to our existing Bombardier Bi-level fleet and are available to purchase. These additional commuter rail cars will

be necessary to provide an adequate vehicle spares ratio necessary to maintain service while performing overhauls on our current bi-level fleet. Funding for this purchase is included in the approved 2023 Capital budget as item REV233. (Req. 12019, Kyle Stockley)

- **Bi-Level Commuter Railcar Overhaul.** This procurement is to contract with a firm to provide overhaul services for the bi-level railcars UTA is purchasing from North County Transit District (San Diego County). The overhaul service will likely include refurbishing or replacing seats, floors, brakes, wheels, trucks, doors, and HVAC systems. The rail cars will be sent to the contractor for the overhaul to be completed at their facility. Funding for the overhaul project is included in the capital purchase of the vehicles under code REV233. This procurement will be conducted as an RFP. (Req. 11982, Kyle Stockley)
- **Rail Vehicle Cleaning Services.** The maintenance departments of TRAX and FrontRunner are soliciting proposals from firms to provide cleaning services for their in-service rail cars. The existing contract will expire at the end of June and covers 117 light rail vehicles and 53 commuter rail cars. The selected firm will be expected to offer day porter cleaning services at the U of U, SLC Airport, and Central end-of-line stations for light rail, as well as Ogden and Provo end-of-line stations for commuter rail. Furthermore, the firm will be required to carry out regular and extensive cleaning services at the Midvale, Jordan River, and Warm Springs UTA rail facilities. The initial term of this contract will be three years, with two one-year options for extension. Funding for the contract is included in the light rail and commuter rail maintenance operations budgets. This procurement will be conducted as an RFP where technical criteria will be evaluated and scored in addition to price. (Req. 12047, 12048, 12049 Billy Patterson)
- **Clearfield FrontRunner Station Trail.** This is a procurement to contract with a firm for the construction of new asphalt pedestrian and bike trail systems near the Clearfield FrontRunner Station and Antelope Drive as a part of the Clearfield Master Development Plan. The contractor selected will build the trail and all associated components necessary. The construction will require a 90-day settlement time because of some large excavation fills, thus the construction will begin at the end of this summer and be completed early next spring. Funding for the project is included in the 2022 budget as part of the CMAQ grant at a split of 93% Federal and 7% local funds. This procurement will be conducted as an RFP. (Req. 11976, Travis Colledge)
- **eVoucher Phase 2:** The Grants department is seeking a software developer to complete phase 2 of the eVoucher software project. This software will replace current paper voucher systems used throughout the state. This software will allow agencies to manage their programs, funds, customers, and drivers. The software automatically pays drivers electronically. Phase 2 will focus on creating native Apple iOS and Android mobile applications for drivers that will utilize current mobile technology to verify origin and destination locations. Phase 2 will also focus on using the eVoucher software to allow these same customers to use their voucher money to pay for UTA and potentially other TNC (Uber, Lyft, and VIA) fares. The contract will be for a term of one year, and funding for this project is included in the 2023 capital projects budget under code ICI213. This procurement will be conducted as an RFP. (Req 11932, Tracy Young)
- **Park & Ride Design Services.** This is a solicitation to contract with a firm to design a new park & ride facility in Eagle Mountain. The firm will create the facility design and provide the necessary construction documents for the project. This new park & ride facility will provide bus service to tie into an additional park & ride being built in Saratoga Springs in partnership with Utah County. The term of this contract will be for 18 months, and funding for this project is included in the 2023 Capital Projects budget. This

procurement will be conducted as an RFQu where award will be given to the most qualified firm. (Req. 11899, Travis Colledge).

- ***UVX Design Services.*** This is a procurement to contract with a firm to provide design services for the design and construction documents for two new station platforms and canopies located on the UVX line on 900 East in Provo, between Birch Lane and 1100 North. These new platforms will provide additional locations for UVX service on the east side of the BYU campus. The term of this contract will be for 18 months, and funding for this project is included in the 2023 Capital Projects budget. This procurement will be conducted as an RFQu where award will be given to the most qualified firm. (Req. 11917, Travis Colledge).

**ATTACHMENTS:**

None





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/10/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer  
Daniel Hofer, Director Capital Assets and Project Controls

**TITLE:**

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**TBA2023-05-01 - 2022 Carryover Report Adjusting 2023 Expenditure Authority**

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**AGENDA ITEM TYPE:**

Other Approval

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**RECOMMENDATION:**

Approve Technical Budget Adjustment TBA2023-05-01 to authorize the 2022 carryforward budget authority as presented.

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**BACKGROUND:**

Carryforward 2022 Budget Authority

Following the final year-end close, UTA calculates unspent budget authority from the previous year's approved Capital Budget and determines if any of this budget authority is required to complete projects and/or support delivery of the Capital Program in the current year. Any requests to bring forward unspent budget authority from the prior year is vetted by the Capital Project Controls staff. For 2023, staff have identified carryforward in the amount of \$54.3 million. The detailed list of requested 2022 carryforward budget authority by project is enclosed in Attachment B.

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**DISCUSSION:**

Carryforward 2022 budget authority discussion:

In 2022, UTA underspent its approved budget authority by approximately \$129.3 million. After conducting the carryforward review, UTA requests that a total of \$54.3 million in 2022 budget authority be brought forward to complete delivery of 2022 projects and support delivery of the 2023 Capital Budget. The remaining \$75 million will be reprogrammed, eliminated, or otherwise addressed in the 2024-2028 Five-Year Capital Plan

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development process.

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**ALTERNATIVES:**

Board could deny motion request. Result could delay project delivery and completion of projects.

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**FISCAL IMPACT:**

This request will recognize a net of \$54.373 M in 2022 carryforward budget authority.

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**ATTACHMENTS:**

Exhibit A - 2023 Capital Request Detail (with 2022 Carryforward request)

Exhibit B - 2022 to 2023 Carryforward Summary by Project

## Exhibit A - 2023 Capital Request Detail (with 2022 Carryforward Request)

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
<b>5310 Projects</b>	<b>8,832,000</b>	<b>3,714,000</b>	<b>4,011,000</b>	-	-	-	<b>1,059,000</b>	<b>48,000</b>
CDA006- 5310 Admin Funds	307,000	-	307,000	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	415,000	-	385,000	-	-	-	-	30,000
ICI227- Voucher Project	10,000	-	10,000	-	-	-	-	-
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- FFY 15/17 - 5310 Program - OGDEN/LAYTON	24,000	19,000	-	-	-	-	5,000	-
MSP180- FFY 15/17 - 5310 Program - PROVO/OREM	64,000	51,000	-	-	-	-	13,000	-
MSP181- FFY 15/17 - 5310 Program - SLC/West Valley	144,000	115,000	-	-	-	-	29,000	-
MSP220- FFY 17/18 - 5310 Program - SLC/West Valley	280,000	224,000	-	-	-	-	56,000	-
MSP221- FFY 17/18 - 5310 Program - Odgen/Layton	137,000	109,000	-	-	-	-	28,000	-
MSP222- FFY 17/18 - 5310 Program - Provo/Orem	215,000	172,000	-	-	-	-	43,000	-
MSP249- FFY 19/20 - 5310 Program - SLC/West Valley (Operating)	477,000	477,000	-	-	-	-	-	-
MSP250- FFY 19/20 - 5310 Program - Ogden/Layton (Operating)	240,000	240,000	-	-	-	-	-	-
MSP251- FFY 19/20 - 5310 Program - Provo/Orem (Operating)	175,000	175,000	-	-	-	-	-	-
MSP276- FFY 2022 - 5310 Program - SLC/West Valley	1,231,000	-	985,000	-	-	-	246,000	-
MSP277- FFY 2022 - 5310 Program - Ogden/Layton	686,000	-	549,000	-	-	-	137,000	-
MSP278- FFY 2022 - 5310 Program - Provo/Orem	474,000	-	380,000	-	-	-	94,000	-
MSP279- FFY 2021 - 5310 Program - Ogden/Layton	383,000	-	383,000	-	-	-	-	-
MSP280- FFY 2021 - 5310 Program - SLC/West Valley	677,000	-	677,000	-	-	-	-	-
MSP281- FFY 2021 - 5310 Program - Provo/Orem	260,000	-	260,000	-	-	-	-	-
MSP295- ARPA 5310	249,000	249,000	-	-	-	-	-	-
MSP296- CRRSAA 5310	249,000	249,000	-	-	-	-	-	-
MSP297- FFY19/20 - 5310 Program - SLC/West Valley (Capital)	1,113,000	816,000	75,000	-	-	-	204,000	18,000
MSP298- FFY19/20 - 5310 Program - Ogden/Layton (Capital)	628,000	503,000	-	-	-	-	125,000	-
MSP299- FFY19/20 - 5310 Program - Provo/Orem (Capital)	394,000	315,000	-	-	-	-	79,000	-
<b>Capital Construction</b>	<b>48,087,000</b>	<b>31,420,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,035,000</b>	<b>1,900,000</b>	<b>6,732,000</b>
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	16,918,000	8,695,000	-	-	-	8,035,000	-	188,000
MSP122- Positive Train Control	2,000	-	-	-	-	-	-	2,000
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	25,785,000	22,725,000	-	-	-	-	1,900,000	1,160,000
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	10,000	-	-	-	-	-	-	10,000
MSP228- Operator Restrooms- Salt Lake County	741,000	-	-	-	-	-	-	741,000
MSP231 -Operator Shack at Univ Med EOL	128,000	-	-	-	-	-	-	128,000
MSP271- MOW Training Yard	2,240,000	-	-	-	-	-	-	2,240,000
MSP272- Trax Operational Simulator	1,763,000	-	-	-	-	-	-	1,763,000
MSP282- Frontrunner Platform Modification	500,000	-	-	-	-	-	-	500,000
<b>Capital Development</b>	<b>100,912,000</b>	<b>25,789,000</b>	<b>760,000</b>	<b>-</b>	<b>-</b>	<b>16,221,000</b>	<b>10,051,000</b>	<b>48,091,000</b>
FMA683- Apprenticeship Training Aids	37,000	-	-	-	-	-	-	37,000
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	76,000	-	-	-	-	-	-	76,000
MSP140- Box Elder County Corridor Preservation	5,221,000	-	-	-	-	-	3,146,000	2,075,000
MSP156- Prop 1 Passenger Imp. Davis County	943,000	-	-	-	-	-	-	943,000
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-
MSP193- Weber County Corridor Preservation	2,824,000	-	-	-	-	-	2,824,000	-
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	1,970,000	1,500,000	-	-	-	-	-	470,000
MSP205- TIGER Program of Projects	14,153,000	4,464,000	-	-	-	1,368,000	1,735,000	6,586,000
MSP207- 3300/3500 South MAX Exp/Optimization	1,244,000	1,087,000	-	-	-	-	-	157,000
MSP208- Clearfield FR Station Trail	1,551,000	1,451,000	-	-	-	-	-	100,000

## Exhibit A - 2023 Capital Request Detail (with 2022 Carryforward Request)

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
MSP215- Sharp/Tintic	110,000	-	-	-	-	-	-	110,000
MSP216- Point of the Mountain Transit	3,000,000	2,000,000	-	-	-	1,000,000	-	-
MSP224- Bus Stop Improvements- Utah County	197,000	177,000	-	-	-	-	-	20,000
MSP229- Bus Stop Imp/signage - SL County	3,038,000	-	-	-	-	-	-	3,038,000
MSP232- Northern Utah County Double Track	40,000	-	-	-	-	-	-	40,000
MSP248- Planning & Environmental Analysis	1,138,000	-	-	-	-	-	-	1,138,000
MSP252- FrontRunner Forward	5,000,000	-	-	-	-	3,880,000	-	1,120,000
MSP253- Mid-Valley Connector	15,001,000	9,228,000	-	-	-	5,773,000	-	-
MSP254- TechLink Corridor	1,200,000	700,000	-	-	-	-	250,000	250,000
MSP255- Central Corridor Transit	150,000	-	-	-	-	-	-	150,000
MSP258- Mt. Ogden Admin Bldg. Expansion	3,090,000	-	-	-	-	-	-	3,090,000
MSP259- S-Line Extension	7,870,000	-	-	-	-	1,870,000	-	6,000,000
MSP260- Westside Express (5600 West)	1,000,000	-	-	-	-	500,000	-	500,000
MSP264- South Valley Transit	4,823,000	693,000	-	-	-	1,830,000	2,000,000	300,000
MSP265- Program Management Support	3,911,000	-	-	-	-	-	-	3,911,000
MSP266- 3500 South TSP Upgrade	9,000	9,000	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	2,744,000	-	760,000	-	-	-	-	1,984,000
MSP268- Optical Detection Next Steps	539,000	293,000	-	-	-	-	96,000	150,000
MSP269- Warm Springs Sewer Line Relocation	1,496,000	-	-	-	-	-	-	1,496,000
MSP273- Public Partnership Projects	2,000,000	-	-	-	-	-	-	2,000,000
MSP274- Historic Utah Southern Rail Trail	34,000	-	-	-	-	-	-	34,000
MSP286- Utah County Park & Ride Lots	230,000	-	-	-	-	-	-	230,000
MSP287- 900 East UVX Station	4,300,000	4,000,000	-	-	-	-	-	300,000
MSP288- Sustainability Project Pool	200,000	-	-	-	-	-	-	200,000
MSP289- Historic Orchard Pathway (Box Elder County)	206,000	187,000	-	-	-	-	-	19,000
MSP290- Orange Street Microtransit Vehicle Electric Chargers for micro transit	414,000	-	-	-	-	-	-	414,000
MSP291- CareATC Location Build Out	35,000	-	-	-	-	-	-	35,000
MSP293- Sheperd Lane Embankment	300,000	-	-	-	-	-	-	300,000
REV239- HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	-	5,000,000
SGR358- Frontrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	3,090,000	-	-	-	-	-	-	3,090,000
SGR408- Route End of Line (EOL) Enhancements	1,000,000	-	-	-	-	-	-	1,000,000
SGR409- System Restrooms	1,728,000	-	-	-	-	-	-	1,728,000
<b>Contingency</b>	<b>3,496,000</b>	-	-	-	-	-	-	<b>3,496,000</b>
MSP999- Capital Contingency	3,496,000	-	-	-	-	-	-	3,496,000
<b>Facilities- SGR</b>	<b>8,543,000</b>	-	-	-	-	-	-	<b>8,543,000</b>
FMA559- Office Equipment Reserve	291,000	-	-	-	-	-	-	291,000
FMA652- Facilities, Equipment Managed Reserve	943,000	-	-	-	-	-	-	943,000
FMA653- Facilities Rehab and Replacement	2,161,000	-	-	-	-	-	-	2,161,000
FMA672- Park and Ride Rehab/Replacement	615,000	-	-	-	-	-	-	615,000
FMA673- Stations and Platforms Rehab/Replace	730,000	-	-	-	-	-	-	730,000
FMA678- Meadowbrook Flooring/Lighting	293,000	-	-	-	-	-	-	293,000
FMA679- Building Remodels/Reconfiguration	1,170,000	-	-	-	-	-	-	1,170,000
FMA685- Wheel Truing Machine JRSC	-	-	-	-	-	-	-	-
FMA686- Warehouse Equipment Managed Reserve	375,000	-	-	-	-	-	-	375,000
SGR390- Jordan River Bldg 2 Remodel	1,965,000	-	-	-	-	-	-	1,965,000
<b>Information Technology</b>	<b>21,042,000</b>	<b>877,000</b>	-	-	-	-	-	<b>20,165,000</b>
ICI001- Passenger Information Signage	3,202,000	-	-	-	-	-	-	3,202,000
ICI005- EFC – Rehab & Replacement	372,000	-	-	-	-	-	-	372,000
ICI146- FrontRunner WiFi Enhancements	712,000	-	-	-	-	-	-	712,000
ICI173- JDE System Enhancements	50,000	-	-	-	-	-	-	50,000
ICI179- Network Infrastructure Equipment & Software	377,000	-	-	-	-	-	-	377,000
ICI183- Legal SW	-	-	-	-	-	-	-	-

## Exhibit A - 2023 Capital Request Detail (with 2022 Carryforward Request)

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
ICI186- In House Application Development	338,000	-	-	-	-	-	-	338,000
ICI191- IT Managed Reserves	446,000	-	-	-	-	-	-	446,000
ICI197- Bus Communications On-Board Technology	102,000	-	-	-	-	-	-	102,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	754,000	-	-	-	-	-	-	754,000
ICI199- Rail Communication Onboard Tech	197,000	-	-	-	-	-	-	197,000
ICI201- Server, Storage Infrastructure Equipment & Software	1,681,000	-	-	-	-	-	-	1,681,000
ICI202- Radio Comm Infrastructure	174,000	-	-	-	-	-	-	174,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	486,000	-	-	-	-	-	-	486,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	170,000	-	-	-	-	-	-	170,000
ICI217- Transit Management System	1,827,000	877,000	-	-	-	-	-	950,000
ICI222- Fares Systems Replacement Program	7,143,000	-	-	-	-	-	-	7,143,000
ICI223- ERP Analysis	300,000	-	-	-	-	-	-	300,000
ICI224- JDE 9.2. Application Upgrade - UNx	91,000	-	-	-	-	-	-	91,000
ICI225- SharePoint Cloud Migration	120,000	-	-	-	-	-	-	120,000
ICI226- New Radio Communication System	2,000,000	-	-	-	-	-	-	2,000,000
ICI228- CPO New HRIS system application upgrade	500,000	-	-	-	-	-	-	500,000
<b>Infrastructure SGR Projects</b>	<b>61,154,000</b>	<b>37,081,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>505,000</b>	<b>23,568,000</b>
MSP189- Signal Pre-emption Projects w/UDOT	505,000	-	-	-	-	-	505,000	-
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
MSP257 -Gap filler on FR stations	1,744,000	-	-	-	-	-	-	1,744,000
SGR047- Stray Current Mitigation	567,000	-	-	-	-	-	-	567,000
SGR359- Bridge Rehabilitation & Maintenance	863,000	-	-	-	-	-	-	863,000
SGR370- Light Rail Red Signal Enforcement	3,590,000	-	-	-	-	-	-	3,590,000
SGR385- Rail Rehab and Replacement	14,650,000	11,720,000	-	-	-	-	-	2,930,000
SGR393- Grade Crossing Rehab/Replacement	4,750,000	2,200,000	-	-	-	-	-	2,550,000
SGR397- Traction Power Rehab/Replacement	15,446,000	12,265,000	-	-	-	-	-	3,181,000
SGR398- OCS Rehab/Replace	3,224,000	1,600,000	-	-	-	-	-	1,624,000
SGR401- Ballast and Tie Rehab/Replacement	250,000	-	-	-	-	-	-	250,000
SGR403- Train Control Rehab/Replacement	6,279,000	3,520,000	-	-	-	-	-	2,759,000
SGR404- Rail Switches/Trackwork Controls	4,510,000	2,256,000	-	-	-	-	-	2,254,000
SGR410- Fiber Rehab/Replacement	4,776,000	3,520,000	-	-	-	-	-	1,256,000
<b>Planning</b>	<b>5,888,000</b>	<b>2,893,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>169,000</b>	<b>2,826,000</b>
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	412,000	336,000	-	-	-	-	-	76,000
ICI221- Customer Relations Software Replacement	567,000	-	-	-	-	-	-	567,000
MSP198- Wayfinding Plan	1,500,000	-	-	-	-	-	-	1,500,000
MSP284- Route Planning Restoration using Equity Index	300,000	300,000	-	-	-	-	-	-
MSP285- Bus Network Optimization Program (BNOP)	100,000	-	-	-	-	-	-	100,000
MSP292- AOPPP: Paratransit Forward Study	385,000	385,000	-	-	-	-	-	-
MSP294- Planning Studies Managed Reserve	300,000	-	-	-	-	-	-	300,000
REV234- Tooele County Microtransit & Vehicle Electrification	2,324,000	1,872,000	-	-	-	-	169,000	283,000
<b>Property/TOC</b>	<b>11,181,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>935,000</b>	<b>10,246,000</b>
MSP186- Sandy Parking Structure	180,000	-	-	-	-	-	-	180,000
MSP261- Property Management - Capital Repairs	80,000	-	-	-	-	-	-	80,000
MSP262- SLCentral HQ Office	1,816,000	-	-	-	-	-	-	1,816,000
MSP263- TOD Working Capital	2,866,000	-	-	-	-	-	-	2,866,000
MSP275- Station Area Planning	1,239,000	-	-	-	-	-	935,000	304,000
MSP283- ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	-	5,000,000
<b>Revenue/Service Vehicles</b>	<b>108,024,000</b>	<b>33,738,000</b>	<b>-</b>	<b>-</b>	<b>46,569,000</b>	<b>-</b>	<b>3,957,000</b>	<b>23,760,000</b>
MSP210- Update Bike Cars on FrontRunner	428,000	296,000	-	-	-	-	-	132,000
MSP247- Light Rail Seat Replacement	1,746,000	-	-	-	-	-	-	1,746,000
MSP270- Transit Signal Priority On Board Units (TOBU) Project	113,000	20,000	-	-	-	-	25,000	68,000
REV205- Replacement Non-Revenue Support Vehicles	1,149,000	-	-	-	1,149,000	-	-	-

## Exhibit A - 2023 Capital Request Detail (with 2022 Carryforward Request)

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded	2023 Grants-Unfunded/Pending	2023 Unfunded-Other Sources	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
REV209- Paratransit Replacements	7,570,000	-	-	-	7,570,000	-	-	-
REV211- Replacement Buses	31,562,000	-	-	-	31,467,000	-	-	95,000
REV212- Park City Lo/No Grant	6,296,000	4,543,000	-	-	-	-	1,432,000	321,000
REV224- Bus Engine/Trans/Comp Rehab/Replace	2,100,000	-	-	-	-	-	-	2,100,000
REV232- Van Pool Van Replacements	2,383,000	-	-	-	2,383,000	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	4,000,000	-	-	-	4,000,000	-	-	-
REV236- VW Battery Buses	28,045,000	17,991,000	-	-	-	-	2,500,000	7,554,000
REV237- GPS Telemetrics System	380,000	-	-	-	-	-	-	380,000
REV238- SD100/SD160 Light Rail Vehicle Replacement	2,000,000	-	-	-	-	-	-	2,000,000
SGR040- Light Rail Vehicle Rehab	13,655,000	10,888,000	-	-	-	-	-	2,767,000
SGR353- Commuter Rail Engine Overhaul	3,035,000	-	-	-	-	-	-	3,035,000
SGR386- Repair Damaged LRV	1,422,000	-	-	-	-	-	-	1,422,000
SGR391- Commuter Rail Vehicle Rehab and Replacement	2,140,000	-	-	-	-	-	-	2,140,000
<b>Safety and Security</b>	<b>7,211,000</b>	<b>63,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,148,000</b>
FMA516- Corridor Fencing	75,000	-	-	-	-	-	-	75,000
FMA538- Police Radio Replacements	5,000	-	-	-	-	-	-	5,000
FMA543- Police Fleet Vehicles	444,000	-	-	-	-	-	-	444,000
FMA557- Bus Safety and Security	60,000	-	-	-	-	-	-	60,000
FMA601- Laptop Replacements	27,000	-	-	-	-	-	-	27,000
FMA604- Safety General Projects	100,000	-	-	-	-	-	-	100,000
FMA645- Camera Sustainability	794,000	-	-	-	-	-	-	794,000
FMA654- Mini Robot/Portable X-Ray Device	12,000	-	-	-	-	-	-	12,000
FMA656- Facility Security	89,000	-	-	-	-	-	-	89,000
FMA658- Bus Replacement Camera System	2,675,000	-	-	-	-	-	-	2,675,000
FMA659- Emergency Operations Training	29,000	-	-	-	-	-	-	29,000
FMA676- Security General Projects	140,000	-	-	-	-	-	-	140,000
FMA680- Suicide Prevention Research Project	109,000	63,000	-	-	-	-	-	46,000
FMA681- Arc Flash Analysis	795,000	-	-	-	-	-	-	795,000
FMA682- Police CAD/RMS w Optional Taser/Body Cams	350,000	-	-	-	-	-	-	350,000
FMA684- Police Managed Reserve	300,000	-	-	-	-	-	-	300,000
ICI140- Next Crossing Cameras	103,000	-	-	-	-	-	-	103,000
ICI229- Red/Blue/Green/Frontrunner Camera Systems	1,104,000	-	-	-	-	-	-	1,104,000
<b>Grand Total</b>	<b>384,370,000</b>	<b>135,575,000</b>	<b>4,771,000</b>	<b>-</b>	<b>46,569,000</b>	<b>24,256,000</b>	<b>18,576,000</b>	<b>154,623,000</b>

## Exhibit B- Carryforward Summary by Project

Program/Project Name	Current 2023 Budget	2022 Carryforward Amount	Proposed 2023 Budget
<b>5310 Projects</b>	<b>8,832,000</b>	<b>-</b>	<b>8,832,000</b>
CDA006- 5310 Admin Funds	307,000	-	307,000
ICI181- Mobility Management	-	-	-
ICI213- E Voucher Phase 2	415,000	-	415,000
ICI227- Voucher Project	10,000	-	10,000
MSP175- 5310 Ogden/Layton Funds	-	-	-
MSP179- FFY 15/17 - 5310 Program - OGDEN/LAYTON	24,000	-	24,000
MSP180- FFY 15/17 - 5310 Program - PROVO/OREM	64,000	-	64,000
MSP181- FFY 15/17 - 5310 Program - SLC/West Valley	144,000	-	144,000
MSP220- FFY 17/18 - 5310 Program - SLC/West Valley	280,000	-	280,000
MSP221- FFY 17/18 - 5310 Program - Odgen/Layton	137,000	-	137,000
MSP222- FFY 17/18 - 5310 Program - Provo/Orem	215,000	-	215,000
MSP249- FFY 19/20 - 5310 Program - SLC/West Valley (Operating)	477,000	-	477,000
MSP250- FFY 19/20 - 5310 Program - Ogden/Layton (Operating)	240,000	-	240,000
MSP251- FFY 19/20 - 5310 Program - Provo/Orem (Operating)	175,000	-	175,000
MSP276- FFY 2022 - 5310 Program - SLC/West Valley	1,231,000	-	1,231,000
MSP277- FFY 2022 - 5310 Program - Ogden/Layton	686,000	-	686,000
MSP278- FFY 2022 - 5310 Program - Provo/Orem	474,000	-	474,000
MSP279- FFY 2021 - 5310 Program - Ogden/Layton	383,000	-	383,000
MSP280- FFY 2021 - 5310 Program - SLC/West Valley	677,000	-	677,000
MSP281- FFY 2021 - 5310 Program - Provo/Orem	260,000	-	260,000
MSP295- ARPA 5310	249,000	-	249,000
MSP296- CRRSAA 5310	249,000	-	249,000
MSP297- FFY19/20 - 5310 Program - SLC/West Valley (Capital)	1,113,000	-	1,113,000
MSP298- FFY19/20 - 5310 Program - Ogden/Layton (Capital)	628,000	-	628,000
MSP299- FFY19/20 - 5310 Program - Provo/Orem (Capital)	394,000	-	394,000
<b>Capital Construction</b>	<b>42,099,000</b>	<b>5,988,000</b>	<b>48,087,000</b>
MSP081- Tooele Bus Facility	-	-	-
MSP102- Depot District	12,001,000	4,917,000	16,918,000
MSP122- Positive Train Control	-	2,000	2,000
MSP124- Airport Station Relocation	-	-	-
MSP185- Ogden/Weber State University BRT	25,785,000	-	25,785,000
MSP194- 650 South Station	-	-	-
MSP227- Meadowbrook Expansion	-	10,000	10,000
MSP228- Operator Restrooms- Salt Lake County	-	741,000	741,000
MSP231 -Operator Shack at Univ Med EOL	-	128,000	128,000
MSP271- MOW Training Yard	2,050,000	190,000	2,240,000
MSP272- Trax Operational Simulator	1,763,000	-	1,763,000
MSP282- Frontrunner Platform Modification	500,000	-	500,000
<b>Capital Development</b>	<b>86,453,000</b>	<b>14,459,000</b>	<b>100,912,000</b>
FMA683- Apprenticeship Training Aids	-	37,000	37,000
MSP096- Provo-Orem BRT	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	36,000	40,000	76,000
MSP140- Box Elder County Corridor Preservation	2,075,000	3,146,000	5,221,000
MSP156- Prop 1 Passenger Imp. Davis County	943,000	-	943,000
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-
MSP193- Weber County Corridor Preservation	2,824,000	-	2,824,000
MSP196- Bus Stop Imp System-Wide ADA	-	-	-
MSP202- Davis-SLC Community Connector	1,700,000	270,000	1,970,000
MSP205- TIGER Program of Projects	10,460,000	3,693,000	14,153,000
MSP207- 3300/3500 South MAX Exp/Optimization	1,101,000	143,000	1,244,000
MSP208- Clearfield FR Station Trail	1,501,000	50,000	1,551,000
MSP215- Sharp/Tintic	110,000	-	110,000
MSP216- Point of the Mountain Transit	3,000,000	-	3,000,000
MSP224- Bus Stop Improvements- Utah County	-	197,000	197,000
MSP229- Bus Stop Imp/signage - SL County	1,478,000	1,560,000	3,038,000
MSP232- Northern Utah County Double Track	-	40,000	40,000
MSP248- Planning & Environmental Analysis	360,000	778,000	1,138,000
MSP252- FrontRunner Forward	3,880,000	1,120,000	5,000,000
MSP253- Mid-Valley Connector	15,001,000	-	15,001,000
MSP254- TechLink Corridor	1,200,000	-	1,200,000
MSP255- Central Corridor Transit	-	150,000	150,000
MSP258- Mt. Ogden Admin Bldg. Expansion	3,090,000	-	3,090,000
MSP259- S-Line Extension	7,870,000	-	7,870,000
MSP260- Westside Express (5600 West)	1,000,000	-	1,000,000
MSP264- South Valley Transit	3,830,000	993,000	4,823,000
MSP265- Program Management Support	3,300,000	611,000	3,911,000
MSP266- 3500 South TSP Upgrade	-	9,000	9,000
MSP267- New Maintenance Training Facility	2,300,000	444,000	2,744,000
MSP268- Optical Detection Next Steps	109,000	430,000	539,000
MSP269- Warm Springs Sewer Line Relocation	1,496,000	-	1,496,000
MSP273- Public Partnership Projects	2,000,000	-	2,000,000

## Exhibit B- Carryforward Summary by Project

Program/Project Name	2022		Proposed 2023 Budget
	Current 2023 Budget	Carryforward Amount	
MSP274- Historic Utah Southern Rail Trail	14,000	20,000	34,000
MSP286- Utah County Park & Ride Lots	230,000	-	230,000
MSP287- 900 East UVX Station	4,300,000	-	4,300,000
MSP288- Sustainability Project Pool	200,000	-	200,000
MSP289- Historic Orchard Pathway (Box Elder County)	206,000	-	206,000
MSP290- Orange Street Microtransit Vehicle Electric Chargers for micro transit	414,000	-	414,000
MSP291- CareATC Location Build Out	35,000	-	35,000
MSP293- Sheperd Lane Embankment	300,000	-	300,000
REV239- HB322 Future Rail Car Purchase Payment	5,000,000	-	5,000,000
SGR358- Frontrunner Paint Booth	-	-	-
SGR407- Bus Stop Enhancements	3,090,000	-	3,090,000
SGR408- Route End of Line (EOL) Enhancements	1,000,000	-	1,000,000
SGR409- System Restrooms	1,000,000	728,000	1,728,000
<b>Contingency</b>	<b>3,496,000</b>	<b>-</b>	<b>3,496,000</b>
MSP999- Capital Contingency	3,496,000	-	3,496,000
<b>Facilities- SGR</b>	<b>7,021,000</b>	<b>1,522,000</b>	<b>8,543,000</b>
FMA559- Office Equipment Reserve	100,000	191,000	291,000
FMA652- Facilities, Equipment Managed Reserve	571,000	372,000	943,000
FMA653- Facilities Rehab and Replacement	1,780,000	381,000	2,161,000
FMA672- Park and Ride Rehab/Replacement	500,000	115,000	615,000
FMA673- Stations and Platforms Rehab/Replace	560,000	170,000	730,000
FMA678- Meadowbrook Flooring/Lighting	-	293,000	293,000
FMA679- Building Remodels/Reconfiguration	1,170,000	-	1,170,000
FMA685- Wheel Truing Machine JRSC	-	-	-
FMA686- Warehouse Equipment Managed Reserve	375,000	-	375,000
SGR390- Jordan River Bldg 2 Remodel	1,965,000	-	1,965,000
<b>Information Technology</b>	<b>17,690,000</b>	<b>3,352,000</b>	<b>21,042,000</b>
ICI001- Passenger Information Signage	3,202,000	-	3,202,000
ICI005- EFC – Rehab & Replacement	225,000	147,000	372,000
ICI146- FrontRunner WiFi Enhancements	712,000	-	712,000
ICI173- JDE System Enhancements	50,000	-	50,000
ICI179- Network Infrastructure Equipment & Software	242,000	135,000	377,000
ICI183- Legal SW	-	-	-
ICI186- In House Application Development	283,000	55,000	338,000
ICI191- IT Managed Reserves	446,000	-	446,000
ICI197- Bus Communications On-Board Technology	102,000	-	102,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	410,000	344,000	754,000
ICI199- Rail Communication Onboard Tech	197,000	-	197,000
ICI201- Server, Storage Infrastructure Equipment & Software	1,681,000	-	1,681,000
ICI202- Radio Comm Infrastructure	174,000	-	174,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-
ICI214- Init APC Upgrade	486,000	-	486,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	170,000	-	170,000
ICI217- Transit Management System	950,000	877,000	1,827,000
ICI222- Fares Systems Replacement Program	5,500,000	1,643,000	7,143,000
ICI223- ERP Analysis	300,000	-	300,000
ICI224- JDE 9.2. Application Upgrade - UNx	-	91,000	91,000
ICI225- SharePoint Cloud Migration	60,000	60,000	120,000
ICI226- New Radio Communication System	2,000,000	-	2,000,000
ICI228- CPO New HRIS system application upgrade	500,000	-	500,000
<b>Infrastructure SGR Projects</b>	<b>53,309,000</b>	<b>7,845,000</b>	<b>61,154,000</b>
MSP189- Signal Pre-emption Projects w/UDOT	200,000	305,000	505,000
MSP241- Queue Cutter Projects with UDOT	-	-	-
MSP257 -Gap filler on FR stations	-	1,744,000	1,744,000
SGR047- Stray Current Mitigation	567,000	-	567,000
SGR359- Bridge Rehabilitation & Maintenance	625,000	238,000	863,000
SGR370- Light Rail Red Signal Enforcement	3,315,000	275,000	3,590,000
SGR385- Rail Rehab and Replacement	14,650,000	-	14,650,000
SGR393- Grade Crossing Rehab/Replacement	4,750,000	-	4,750,000
SGR397- Traction Power Rehab/Replacement	15,332,000	114,000	15,446,000
SGR398- OCS Rehab/Replace	2,000,000	1,224,000	3,224,000
SGR401- Ballast and Tie Rehab/Replacement	250,000	-	250,000
SGR403- Train Control Rehab/Replacement	4,400,000	1,879,000	6,279,000
SGR404- Rail Switches/Trackwork Controls	2,820,000	1,690,000	4,510,000
SGR410- Fiber Rehab/Replacement	4,400,000	376,000	4,776,000
<b>Planning</b>	<b>4,127,000</b>	<b>1,761,000</b>	<b>5,888,000</b>
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	412,000	-	412,000
ICI221- Customer Relations Software Replacement	270,000	297,000	567,000
MSP198- Wayfinding Plan	1,500,000	-	1,500,000
MSP284- Route Planning Restoration using Equity Index	300,000	-	300,000
MSP285- Bus Network Optimization Program (BNOP)	100,000	-	100,000
MSP292- AOPPP: Paratransit Forward Study	385,000	-	385,000
MSP294- Planning Studies Managed Reserve	300,000	-	300,000



## Exhibit B- Carryforward Summary by Project

Program/Project Name	Current 2023 Budget	2022 Carryforward Amount	Proposed 2023 Budget
REV234- Tooele County Microtransit & Vehicle Electrification	860,000	1,464,000	2,324,000
<b>Property/TOC</b>	<b>8,627,000</b>	<b>2,554,000</b>	<b>11,181,000</b>
MSP186- Sandy Parking Structure	-	180,000	180,000
MSP261- Property Management - Capital Repairs	40,000	40,000	80,000
MSP262- SLCentral HQ Office	1,780,000	36,000	1,816,000
MSP263- TOD Working Capital	688,000	2,178,000	2,866,000
MSP275- Station Area Planning	1,119,000	120,000	1,239,000
MSP283- ROW & Facility Property Opportunity Buy	5,000,000	-	5,000,000
<b>Revenue/Service Vehicles</b>	<b>92,249,000</b>	<b>15,775,000</b>	<b>108,024,000</b>
MSP210- Update Bike Cars on FrontRunner	-	428,000	428,000
MSP247- Light Rail Seat Replacement	-	1,746,000	1,746,000
MSP270- Transit Signal Priority On Board Units (TOBU) Project	113,000	-	113,000
REV205- Replacement Non-Revenue Support Vehicles	1,148,000	1,000	1,149,000
REV209- Paratransit Replacements	3,328,000	4,242,000	7,570,000
REV211- Replacement Buses	31,452,000	110,000	31,562,000
REV212- Park City Lo/No Grant	4,543,000	1,753,000	6,296,000
REV224- Bus Overhaul	2,100,000	-	2,100,000
REV232- Van Pool Van Replacements	1,923,000	460,000	2,383,000
REV233- Commuter Rail Vehicle Procurement - Used	4,000,000	-	4,000,000
REV236- VW Battery Buses	22,030,000	6,015,000	28,045,000
REV237- GPS Telemetrics System	380,000	-	380,000
REV238- SD100/SD160 Light Rail Vehicle Replacement	2,000,000	-	2,000,000
SGR040- Light Rail Vehicle Rehab	13,610,000	45,000	13,655,000
SGR353- Commuter Rail Engine Overhaul	3,035,000	-	3,035,000
SGR386- Repair Damaged LRV	1,422,000	-	1,422,000
SGR391- Commuter Rail Vehicle Rehab	1,165,000	975,000	2,140,000
<b>Safety and Security</b>	<b>6,094,000</b>	<b>1,117,000</b>	<b>7,211,000</b>
FMA516- Corridor Fencing	50,000	25,000	75,000
FMA538 -Police Radio Replacements	-	5,000	5,000
FMA543- Police Fleet Vehicles	400,000	44,000	444,000
FMA557- Bus Safety and Security	30,000	30,000	60,000
FMA601 -Laptop Replacements	-	27,000	27,000
FMA604- Safety General Projects	100,000	-	100,000
FMA645- Camera Sustainability	670,000	124,000	794,000
FMA654 -Mini Robot/Portable X-Ray Device	-	12,000	12,000
FMA656- Facility Security	50,000	39,000	89,000
FMA658- Bus Replacement Camera System	2,470,000	205,000	2,675,000
FMA659- Emergency Operations Training	15,000	14,000	29,000
FMA676- Security General Projects	120,000	20,000	140,000
FMA680- Suicide Prevention Research Project	40,000	69,000	109,000
FMA681- Arc Flash Analysis	705,000	90,000	795,000
FMA682 -Police CAD/RMS w Optional Taser/Body Cams	-	350,000	350,000
FMA684- Police Managed Reserve	300,000	-	300,000
ICI140- Next Crossing Cameras	40,000	63,000	103,000
ICI229- Red/Blue/Green/Frontrunner Camera Systems	1,104,000	-	1,104,000
<b>Grand Total</b>	<b>329,997,000</b>	<b>54,373,000</b>	<b>384,370,000</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/10/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Troy Bingham, Comptroller  
**PRESENTER(S):** Troy Bingham, Comptroller  
Brian Baker, Zion Public Finance

**TITLE:**

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**Escrow Substitution for the 2019 and 2021 Defeased Bond Escrows**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Authorizing staff to consult the Local Advisory Commission to sell the securities in the current 2019 and 2021 escrows and re-populating with more efficient SLGS (State and Local Government Securities).

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**BACKGROUND:**

State statutes governing UTA require several steps. The initial discussions for this escrow substitution starts with the Board of Trustees. If recommended by the Trustees, the proposal will proceed to the May 31<sup>st</sup> Local Advisory Council meeting for consultation. If these bodies concur with the substitution, the Board will have to act on a resolution at a future meeting of the Board of Trustees. At that meeting the Board of Trustees will set terms of the potential swap and authorize financial agents to carry out the process. Staff will then start working with Zions Public Finance (the municipal advisor), Gilmore Bell (bond counsel), and Causey, Demgen & Moore PC (bidding and verification agent) to prepare bidding and legal documents.

In November 2019 and 2021 escrows were originally created for 2015 Bond Refundings, UTA bid out the escrow and received better results from treasury securities than State and Local Government Securities (SLGS) at that time. Currently, the shift in rates allows the restructuring to capture savings and make the existing escrows more efficient. Present opportunities to generate cash savings are now available by doing an escrow substitution. The combined escrows hold approximately \$500 million in securities that mature 15-30 days before they are needed to defease bonds in 2023-2025.

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**DISCUSSION:**

As a result, a restructuring allows UTA to capture interest earnings on approximately \$500 million over those 15-30 day periods when the bonds are due in 2023-2025. When current escrow securities are liquidated, SLGS will be purchased with those proceeds for less than the amount of the securities sold.

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**ALTERNATIVES:**

UTA executes the escrow substitution on any day where the bond market rallies through the day (so that the rates on the sold escrow securities will be lower compared to the available SLGS rates that were published in the morning). The difference between the price the escrow is liquidated for and the cost of the SLGS necessary to re-populate the escrow is UTA's cash savings. SLGS rates are known at 8 AM Utah time, UTA would not actually complete the escrow liquidation unless we know the economic savings would meet desired targets.

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**FISCAL IMPACT:**

Desired staff targets are currently estimated at \$500,000.

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/10/2023**

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Troy Bingham, Comptroller  
**PRESENTER(S):** Troy Bingham, Comptroller  
Brian Baker, Zion Public Finance

**TITLE:**

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**Bond Tender of Certain Taxable and Tax-Exempt Debt to Produce Debt Service Savings**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Authorizing staff to consult the Local Advisory Council and State Finance Review Commission about "Tendering" Outstanding Taxable and Tax-Exempt UTA Sales Tax Bonds for Savings.

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**BACKGROUND:**

A bond tender is an offer by UTA to purchase bonds from investors that are currently not callable and are currently worth less than other higher interest rate investments. Tendered bonds from the 2019B, 2020B and 2016 series would be purchased with the proceeds of a 2023 tax-exempt bond issue. In a bond tender, UTA would invite existing bondholders to "tender" their bonds at specified prices determined by UTA, its Municipal Advisor, and its Dealer-Manager. Estimating a tender with a 30% pro-rata success rate (meaning acceptance by the bond holder) would mean nearly \$78 million in refunding bonds, with present value savings of \$8.7 million.

State statutes governing UTA's bond refunding require several steps. The initial discussions for this bond refunding starts with the Board of Trustees. If recommended by the Trustees, the proposal will proceed to the May 31<sup>st</sup> Local Advisory Council meeting for consultation, and ultimately to a State Finance Review Commission meeting. If these bodies concur with the trending, the Board will have to act on a resolution at a future meeting of the Board of Trustees where they would set terms of the potential tendering and authorize financial agents to carry out the process. Staff will then start working with Zions Public Finance (the municipal advisor), Gilmore Bell (bond counsel), and UTA's underwriters to solicit current bond holders.

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**DISCUSSION:**

UTA's Municipal Advisor from Zion Public Finance will present the latest forecast for the tendering with the possible net present value savings and speculated interest rates in the market at the time of new tax-exempt bond issue.

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**ALTERNATIVES:**

This proposal is subject to ideal conditions in market and some of UTA's bond investors may be willing to tender bonds, while others, like insurance companies who like to hold bonds to maturity, are unlikely to participate. If the conditions are not right in the market the tendering might be put on hold or cancelled.

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**FISCAL IMPACT:**

Desired targets would be 5% net present value savings and at least \$5,000,000.

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/10/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer  
Daniel Hofer, Director Capital Assets and Project Controls

**TITLE:**

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**Draft Capital Budget Amendment #2 and Revision to 2023-2027 Capital Plan**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion.

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**BACKGROUND:**

On December 21, 2022 the Board of Trustees approved the 2023-27 Capital Plan and the 2023 Capital Budget. UTA staff are proposing the addition of two new projects to the 2023 Capital Budget, and to advance the 2024 budget of an existing project to the 2023 budget year to facilitate delivery of that project. This budget amendment will also require an amendment to the Capital Plan. This proposal would add budget authority in 2023 for the three projects described below.

Board of Trustee Policy Number 2.1, Financial Management, allows the Board of Trustees to amend or supplement the budget at any time after its adoption.

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**DISCUSSION:**

The amendments being proposed to the 5-Year Capital Plan and 2023 Capital Budget include:

**2023-2027 5-Year Capital Plan Amendment**

This request adds two projects to the approved 2023-2027 Capital Plan and accelerates existing funding for a third project from 2024 to 2023.

- 1) ICI230- Workforce/Enterprise Asset Management System - 5-Year Cost is \$13,446,000**

This is a new project that UTA feels is in alignment with our overall strategy. The project delivery team has been working hard to refine its project scope, schedule, and budget and is ready to execute on this initiative.

This project will upgrade and provide a replacement for a comprehensive Operations System. This is a critical operational and technology infrastructure to support and deploy UTA's daily service delivery needs in both Operations and Maintenance. The software UTA are procuring will have two primary focus areas.

1- Workforce Management System: A system that allows for the effective management of the entire bid to pay process for operators, train hosts, maintenance, and other UTA team members across all modes while adhering to all regulatory requirements.

2- Enterprise Asset Management System: A single, transit specific, asset management and maintenance system allowing for deep native integration with UTA data ecosystems.

Multiple Application Systems at UTA have exceeded or will reach the end of their useful life over the next couple years. An example of this is the OWATS (Operations Work Assignment and Tracking System) system that operators use to bid on routes, assign daily schedules, track, and measure key records. This system has several challenges with its infrastructure and is no longer supportable. There are currently over 21 separate one-off application systems used that require critical enhancements or full replacements. This project will be for a comprehensive Operating System for all Operations/Maintenance groups at UTA, which will improve reporting, improve operational efficiencies, and expand functionality with scalability and additional security measures.

## **2) MSP240- Operator Restrooms throughout System - 5-Year Cost is \$1,854,000**

This is a project that had previously existed in UTA's 5-year capital plan as recently as 2021. The project had stalled but is ready to be reintroduced into the capital program. The project delivery team has been working hard on its scope, schedule, and budget reviews and has a delivery plan that will allow for up to four restrooms to be installed throughout UTA's system this year. This project does have a federal grant associated with it and will also be transferring \$854,000 from an existing SGR409- System Restroom project to complete funding for his project.

## **3) MSP205- Tiger Program of Projects - 5-Year Cost is \$13,269,000**

This is a project that UTA has been working on since 2018 and is nearing completion. This project is part of a federal grant which has a completion date set for this year in Q4. To better align the budget with the delivery requirements of this grant, UTA is seeking to move the 2024 approved plan of \$2,805,000 into the 2023 current budget year.

These three projects have a 5-year total estimated cost of \$28.6 million, with a total net addition to the 5-year plan of \$1 million (which is revenue backed through grant funding). There is no impact to UTA's fund balances.

ICI230 & MSP240 projects have progressed to a point where they are ready to move forward and start the procurement process pending the addition of the projects to the capital plan.

The majority of the funds for the additional project budget modifications will come from adjusting the budgets of other projects in the adopted 5-Year Capital Plan to better align with their overall delivery potential for the year based on the current anticipated need. UTA will add \$1 million in grant funds to the MSP240 project in 2023.

## **2023 Budget Amendment**

The changes to the 5-year plan described above will require an additional \$6,663,000 in 2023 Budget Authority. This includes:

- **MSP205- Tiger Program of Projects**

Proposed 2023 Budget \$13,269,000 - net increase \$2,809,000

\$2,809,000 in planned 2024 funding accelerated from 2024 to 2023 to complete this project per grant agreements

- **MSP240- Operator Restrooms throughout System**

Proposed 2023 Budget \$1,854,000 - net increase \$1,000,000

\$1,000,000 in grant funding. Remaining \$854,00 in required budget authority will be realized by reducing the 2023 budget for project SGR409- System Restrooms Modification

- **ICI230- Workforce/Enterprise Asset Management System**

Proposed 2023 Budget \$4,300,000, net increase \$2,854,000

\$2,854,000 in additional 2023 Budget Authority is required - this increase in required 2023 budget authority will be offset by reductions in 2024 projects. The remaining \$1,446,000 in required budget authority will be realized by reducing the 2023 budget for project MSP269- Warm Springs Sewer Line Relocation.

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### **ALTERNATIVES:**

MSP240- Operator Restrooms throughout System & ICI230- Workforce/Enterprise Asset Management System projects could wait to be added to the 2024-2028 Capital Plan, but UTA would lose 6 months in procurement and construction time which would cause delays to these projects. UTA would also be at risk of losing the grant funds if they are not executed this year.

MSP205- Tiger Program of Projects could run a risk of having insufficient budget authority this year to complete the project in accordance with the terms of their grant agreement.

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### **FISCAL IMPACT:**

The request to amend the Five-Year Capital Plan can be addressed by incorporating a secured federal grant and reassigning existing capital budget funds from other projects in the approved 5-Year Capital Plan to make up the balances of these projects.

The request to amend the 2023 Capital Budget will advance \$6.663 million to the 2023 Capital Budget to fund the projects presented.

These requests will not have a negative impact on UTA's fund balance over the 5-Year Capital Plan.

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### **ATTACHMENTS:**



- 2023-2027 Capital Plan Amendment (for Budget Amendment 2)
- 2023 Capital Budget Amendment 2 - Exhibit A

## Proposed Capital Plan Amendment - 2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
<b>5310 Projects</b>	8,832,000	681,000	307,000	307,000	307,000	10,166,000	268,000	10,434,000
CDA006- 5310 Admin Funds	307,000	307,000	307,000	307,000	307,000	1,535,000	-	1,535,000
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	415,000	374,000	-	-	-	539,000	250,000	789,000
ICI227- Voucher Project	10,000	-	-	-	-	10,000	-	10,000
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- FFY 15/17 - 5310 Program - OGDEN/LAYTON	24,000	-	-	-	-	24,000	-	24,000
MSP180- FFY 15/17 - 5310 Program - PROVO/OREM	64,000	-	-	-	-	64,000	-	64,000
MSP181- FFY 15/17 - 5310 Program - SLC/West Valley	144,000	-	-	-	-	144,000	-	144,000
MSP220- FFY 17/18 - 5310 Program - SLC/West Valley	280,000	-	-	-	-	280,000	-	280,000
MSP221- FFY 17/18 - 5310 Program - Odgen/Layton	137,000	-	-	-	-	137,000	-	137,000
MSP222- FFY 17/18 - 5310 Program - Provo/Orem	215,000	-	-	-	-	215,000	-	215,000
MSP249- FFY 19/20 - 5310 Program - SLC/West Valley (Operating)	477,000	-	-	-	-	477,000	-	477,000
MSP250- FFY 19/20 - 5310 Program - Ogden/Layton (Operating)	240,000	-	-	-	-	240,000	-	240,000
MSP251- FFY 19/20 - 5310 Program - Provo/Orem (Operating)	175,000	-	-	-	-	175,000	-	175,000
MSP276- FFY 2022 - 5310 Program - SLC/West Valley	1,231,000	-	-	-	-	1,231,000	-	1,231,000
MSP277- FFY 2022 - 5310 Program - Ogden/Layton	686,000	-	-	-	-	686,000	-	686,000
MSP278- FFY 2022 - 5310 Program - Provo/Orem	474,000	-	-	-	-	474,000	-	474,000
MSP279- FFY 2021 - 5310 Program - Ogden/Layton	383,000	-	-	-	-	383,000	-	383,000
MSP280- FFY 2021 - 5310 Program - SLC/West Valley	677,000	-	-	-	-	677,000	-	677,000
MSP281- FFY 2021 - 5310 Program - Provo/Orem	260,000	-	-	-	-	260,000	-	260,000
MSP295- ARPA 5310	249,000	-	-	-	-	249,000	-	249,000
MSP296- CRRSAA 5310	249,000	-	-	-	-	249,000	-	249,000
MSP297- FFY19/20 - 5310 Program - SLC/West Valley (Capital)	1,113,000	-	-	-	-	1,095,000	18,000	1,113,000
MSP298- FFY19/20 - 5310 Program - Ogden/Layton (Capital)	628,000	-	-	-	-	628,000	-	628,000
MSP299- FFY19/20 - 5310 Program - Provo/Orem (Capital)	394,000	-	-	-	-	394,000	-	394,000
<b>Capital Construction</b>	42,099,000	2,050,000	1,000,000	500,000	-	36,437,000	9,212,000	45,649,000
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	12,001,000	-	-	-	-	11,812,000	189,000	12,001,000
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	25,785,000	-	-	-	-	24,625,000	1,160,000	25,785,000
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	2,050,000	2,050,000	1,000,000	500,000	-	-	5,600,000	5,600,000
MSP272- Trax Operational Simulator	1,763,000	-	-	-	-	-	1,763,000	1,763,000
MSP282- Frontrunner Platform Modification	500,000	-	-	-	-	-	500,000	500,000
<b>Capital Development</b>	88,816,000	100,404,000	119,889,000	27,094,000	14,375,000	240,141,000	110,437,000	350,578,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	36,000	-	-	-	-	-	36,000	36,000
MSP140- Box Elder County Corridor Preservation	2,075,000	1,575,000	1,575,000	1,575,000	1,575,000	-	8,375,000	8,375,000
MSP156- Prop 1 Passenger Imp. Davis County	943,000	-	-	-	-	-	943,000	943,000
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-



## 2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
FMA653- Facilities Rehab and Replacement	1,780,000	1,500,000	2,000,000	1,000,000	1,000,000	-	7,280,000	7,280,000
FMA672- Park and Ride Rehab/Replacement	500,000	750,000	1,000,000	500,000	500,000	-	3,250,000	3,250,000
FMA673- Stations and Platforms Rehab/Replace	560,000	250,000	250,000	500,000	250,000	-	1,810,000	1,810,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	1,170,000	900,000	900,000	900,000	1,200,000	-	5,070,000	5,070,000
FMA685- Wheel Truing Machine JRSC	-	4,000,000	-	-	-	-	4,000,000	4,000,000
FMA686- Warehouse Equipment Managed Reserve	375,000	117,000	95,000	27,000	123,000	-	737,000	737,000
SGR390- Jordan River Bldg 2 Remodel	1,965,000	1,000,000	900,000	-	-	-	3,865,000	3,865,000
<b>Information Technology</b>	<b>21,990,000</b>	<b>26,983,000</b>	<b>17,936,000</b>	<b>10,964,000</b>	<b>3,569,000</b>	<b>-</b>	<b>81,442,000</b>	<b>81,442,000</b>
ICI001- Passenger Information Signage	3,202,000	350,000	-	-	-	-	3,552,000	3,552,000
ICI005- EFC – Rehab & Replacement	225,000	150,000	-	-	-	-	375,000	375,000
ICI146- FrontRunner WiFi Enhancements	712,000	100,000	50,000	50,000	50,000	-	962,000	962,000
ICI173- JDE System Enhancements	50,000	50,000	50,000	50,000	50,000	-	250,000	250,000
ICI179- Network Infrastructure Equipment & Software	242,000	271,000	313,000	279,000	150,000	-	1,255,000	1,255,000
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	283,000	200,000	200,000	200,000	200,000	-	1,083,000	1,083,000
ICI191- IT Managed Reserves	446,000	400,000	400,000	400,000	400,000	-	2,046,000	2,046,000
ICI197- Bus Communications On-Board Technology	102,000	100,000	100,000	200,000	200,000	-	702,000	702,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	410,000	283,000	260,000	475,000	250,000	-	1,678,000	1,678,000
ICI199- Rail Communication Onboard Tech	197,000	100,000	100,000	100,000	100,000	-	597,000	597,000
ICI201- Server, Storage Infrastructure Equipment & Software	1,681,000	269,000	286,000	173,000	173,000	-	2,582,000	2,582,000
ICI202- Radio Comm Infrastructure	174,000	100,000	100,000	100,000	100,000	-	574,000	574,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	486,000	243,000	243,000	-	-	-	972,000	972,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	170,000	-	-	-	-	-	170,000	170,000
ICI217- Transit Management System	950,000	-	-	-	-	-	950,000	950,000
ICI222- Fares Systems Replacement Program	5,500,000	13,867,000	11,434,000	6,587,000	200,000	-	37,588,000	37,588,000
ICI223- ERP Analysis	300,000	-	-	-	-	-	300,000	300,000
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	60,000	-	-	-	-	-	60,000	60,000
ICI226- New Radio Communication System	2,000,000	7,000,000	500,000	150,000	150,000	-	9,800,000	9,800,000
ICI228- CPO New HRIS system application upgrade	500,000	1,000,000	1,000,000	-	-	-	2,500,000	2,500,000
ICI230- Workforce/Enterprise Asset Management	4,300,000	2,500,000	2,900,000	2,200,000	1,546,000	-	13,446,000	13,446,000
<b>Infrastructure SGR Projects</b>	<b>53,309,000</b>	<b>40,623,000</b>	<b>35,095,000</b>	<b>27,963,000</b>	<b>25,572,000</b>	<b>111,520,000</b>	<b>71,042,000</b>	<b>182,562,000</b>
MSP189- Signal Pre-emption Projects w/UDOT	200,000	-	-	-	-	200,000	-	200,000
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	567,000	534,000	603,000	510,000	530,000	-	2,744,000	2,744,000
SGR359- Bridge Rehabilitation & Maintenance	625,000	472,000	400,000	320,000	400,000	-	2,217,000	2,217,000
SGR370- Light Rail Red Signal Enforcement	3,315,000	3,500,000	3,000,000	2,500,000	-	-	12,315,000	12,315,000
SGR385- Rail Rehab and Replacement	14,650,000	3,500,000	4,000,000	4,000,000	4,000,000	18,920,000	11,230,000	30,150,000
SGR393- Grade Crossing Rehab/Replacement	4,750,000	3,000,000	3,000,000	3,000,000	3,000,000	6,607,000	10,143,000	16,750,000
SGR397- Traction Power Rehab/Replacement	15,332,000	15,332,000	6,152,000	800,000	-	29,451,000	8,165,000	37,616,000
SGR398- OCS Rehab/Replace	2,000,000	2,035,000	8,000,000	6,000,000	6,000,000	19,228,000	4,807,000	24,035,000
SGR401- Ballast and Tie Rehab/Replacement	250,000	350,000	400,000	400,000	400,000	-	1,800,000	1,800,000
SGR403- Train Control Rehab/Replacement	4,400,000	8,600,000	6,000,000	7,543,000	7,492,000	22,616,000	11,419,000	34,035,000

## Proposed Capital Plan Amendment - 2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
SGR404- Rail Switches/Trackwork Controls	2,820,000	1,300,000	2,000,000	2,250,000	3,000,000	8,496,000	2,874,000	11,370,000
SGR410- Fiber Rehab/Replacement	4,400,000	2,000,000	1,540,000	640,000	750,000	6,002,000	3,328,000	9,330,000
<b>Planning</b>	<b>4,127,000</b>	<b>1,935,000</b>	<b>1,800,000</b>	<b>1,800,000</b>	<b>1,800,000</b>	<b>1,683,000</b>	<b>9,779,000</b>	<b>11,462,000</b>
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus S	412,000	-	-	-	-	336,000	76,000	412,000
ICI221- Customer Relations Software Replacement	270,000	135,000	-	-	-	-	405,000	405,000
MSP198- Wayfinding Plan	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	-	7,500,000	7,500,000
MSP284- Route Planning Restoration using Equity Index	300,000	-	-	-	-	300,000	-	300,000
MSP285- Bus Network Optimization Program (BNOP)	100,000	-	-	-	-	-	100,000	100,000
MSP292- AOPPP: Paratransit Forward Study	385,000	-	-	-	-	385,000	-	385,000
MSP294- Planning Studies Managed Reserve	300,000	300,000	300,000	300,000	300,000	-	1,500,000	1,500,000
REV234- Tooele County Microtransit & Vehicle Electrification	860,000	-	-	-	-	662,000	198,000	860,000
<b>Property/TOC</b>	<b>8,627,000</b>	<b>2,634,000</b>	<b>1,184,000</b>	<b>791,000</b>	<b>63,000</b>	<b>1,955,000</b>	<b>11,344,000</b>	<b>13,299,000</b>
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	40,000	40,000	40,000	40,000	-	-	160,000	160,000
MSP262- SLCentral HQ Office	1,780,000	1,000,000	-	-	-	-	2,780,000	2,780,000
MSP263- TOD Working Capital	688,000	688,000	688,000	688,000	-	-	2,752,000	2,752,000
MSP275- Station Area Planning	1,119,000	906,000	456,000	63,000	63,000	1,955,000	652,000	2,607,000
MSP283- ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	5,000,000	5,000,000
<b>Revenue/Service Vehicles</b>	<b>92,249,000</b>	<b>76,910,000</b>	<b>80,935,000</b>	<b>144,664,000</b>	<b>190,278,000</b>	<b>221,036,000</b>	<b>364,000,000</b>	<b>585,036,000</b>
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	113,000	661,000	1,269,000	580,000	22,000	654,000	1,991,000	2,645,000
REV205- Replacement Non-Revenue Support Vehicles	1,148,000	500,000	500,000	750,000	750,000	-	3,648,000	3,648,000
REV209- Paratransit Replacements	3,328,000	3,328,000	2,883,000	3,435,000	3,546,000	-	16,520,000	16,520,000
REV211- Replacement Buses	31,452,000	38,787,000	42,816,000	50,891,000	26,910,000	-	190,856,000	190,856,000
REV212- Park City Lo/No Grant	4,543,000	-	-	-	-	4,222,000	321,000	4,543,000
REV224- Bus Overhaul	2,100,000	2,000,000	2,000,000	2,000,000	2,000,000	-	10,100,000	10,100,000
REV232- Van Pool Van Replacements	1,923,000	1,676,000	1,717,000	1,758,000	1,800,000	-	8,874,000	8,874,000
REV233- Commuter Rail Vehicle Procurement - Used	4,000,000	8,000,000	-	-	-	-	12,000,000	12,000,000
REV236- VW Battery Buses	22,030,000	-	-	-	-	15,508,000	6,522,000	22,030,000
REV237- GPS Telemetrics System	380,000	-	-	-	-	-	380,000	380,000
REV238- SD100/SD160 Light Rail Vehicle Replacement	2,000,000	5,000,000	16,000,000	73,500,000	143,500,000	180,000,000	60,000,000	240,000,000
SGR040- Light Rail Vehicle Rehab	13,610,000	10,662,000	9,000,000	8,000,000	8,000,000	20,652,000	28,620,000	49,272,000
SGR353- Commuter Rail Engine Overhaul	3,035,000	2,395,000	1,000,000	-	-	-	6,430,000	6,430,000
SGR386- Repair Damaged LRV	1,422,000	1,901,000	-	-	-	-	3,323,000	3,323,000
SGR391- Commuter Rail Vehicle Rehab	1,165,000	2,000,000	3,750,000	3,750,000	3,750,000	-	14,415,000	14,415,000
<b>Safety and Security</b>	<b>6,094,000</b>	<b>2,823,000</b>	<b>2,817,000</b>	<b>2,793,000</b>	<b>2,912,000</b>	<b>21,000</b>	<b>17,418,000</b>	<b>17,439,000</b>
FMA516- Corridor Fencing	50,000	55,000	61,000	67,000	74,000	-	307,000	307,000
FMA543- Police Fleet Vehicles	400,000	53,000	55,000	57,000	59,000	-	624,000	624,000
FMA557- Bus Safety and Security	30,000	33,000	37,000	41,000	45,000	-	186,000	186,000
FMA604- Safety General Projects	100,000	110,000	121,000	133,000	146,000	-	610,000	610,000
FMA645- Camera Sustainability	670,000	682,000	696,000	710,000	726,000	-	3,484,000	3,484,000
FMA656- Facility Security	50,000	50,000	50,000	-	74,000	-	224,000	224,000
FMA658- Bus Replacement Camera System	2,470,000	621,000	621,000	621,000	621,000	-	4,954,000	4,954,000
FMA659- Emergency Operations Training	15,000	-	15,000	-	-	-	30,000	30,000

## Proposed Capital Plan Amendment - 2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
FMA676- Security General Projects	120,000	22,000	24,000	27,000	30,000	-	223,000	223,000
FMA680- Suicide Prevention Research Project	40,000	30,000	-	-	-	21,000	49,000	70,000
FMA681- Arc Flash Analysis	705,000	-	-	-	-	-	705,000	705,000
FMA684- Police Managed Reserve	300,000	150,000	150,000	150,000	150,000	-	900,000	900,000
ICI140- Next Crossing Cameras	40,000	70,000	40,000	40,000	40,000	-	230,000	230,000
ICI229- Red/Blue/Green/Frontrunner Camera Systems	1,104,000	947,000	947,000	947,000	947,000	-	4,892,000	4,892,000
<b>Grand Total</b>	<b>336,660,000</b>	<b>269,160,000</b>	<b>272,208,000</b>	<b>225,403,000</b>	<b>247,699,000</b>	<b>622,959,000</b>	<b>728,171,000</b>	<b>1,351,130,000</b>

**UTAH TRANSIT AUTHORITY  
2023 CAPITAL BUDGET  
AMENDMENT 2 - May 10, 2023**

**Exhibit A-1**

<u>Funding Sources</u>	<u>Amended 1 2023 Capital Budget</u>	<u>Capital Budget Amendment 2</u>	<u>Amended 2 2023 Capital Budget</u>
1 UTA Current Year Funding	\$ 134,242,000	\$ 4,036,000	\$ 138,278,000
2 Grants	129,280,000	2,222,000	131,502,000
3 Local Partner Contributions	13,929,000	30,000	13,959,000
4 State Contribution	10,695,000	375,000	11,070,000
5 Leasing	41,851,000		41,851,000
<b>6 Total Funding Sources</b>	<b>329,997,000</b>	<b>6,663,000</b>	<b>336,660,000</b>
<u>Expense</u>			
7 State of Good Repair	150,579,000	(854,000)	149,725,000
8 Mid Valley Connector	15,001,000	-	15,001,000
9 Ogden/Weber BRT	25,785,000	-	25,785,000
10 Depot District	12,001,000	-	12,001,000
13 Front Runner Forward	3,880,000	-	3,880,000
11 Warm Springs Sewer Relocation	1,496,000	(1,446,000)	50,000
12 TIGER Program of Projects	10,460,000	2,809,000	13,269,000
13 Workforce/Enterprise Asset Mgmt System	-	4,300,000	4,300,000
14 Operator Restrooms	-	1,854,000	1,854,000
15 Capital Contingency	3,496,000	-	3,496,000
16 Other Capital Projects	107,299,000	-	107,299,000
<b>17 Total Expense</b>	<b>\$ 329,997,000</b>	<b>\$ 6,663,000</b>	<b>\$ 336,660,000</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/10/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Brad Armstrong, Director Budget and Financial Strategy

**TITLE:**

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**Draft Operating Budget Amendment #1 - Bargaining Contract and Administrative Market Rate Compensation Adjustments**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion.

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**BACKGROUND:**

UTA and ATU Local 382 negotiated and agreed upon a new Bargaining agreement which was ratified recently by represented members of the bargaining unit and the UTA Board. The term of the new contract is for three years ending in December of 2025. Ratification of this contract will result in higher compensation costs than are currently reflected in the 2023 Operating Budget.

In addition, the UTA People Office engaged in labor market studies to assess whether compensation for various administrative positions within UTA are set at a level to be competitive to retain and attract the right people to work at UTA. The People Office identified a number of positions that they recommend should have their compensation levels increased to competitive levels. Implementation of these recommendations will result in increased costs which are not currently reflected in the 2023 Operating Budget.

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**DISCUSSION:**

The terms of the newly ratified Bargaining agreement will result in increased compensation expenses for UTA in 2023. UTA is proposing to increase the budgeted costs in the Amended 2023 budget by \$7.74 million to reflect these changes. Included in these costs would be additional wage, fringe benefits and leave expenses.

The labor market studies performed by the People Office identified a number of administrative positions that



have compensation levels that are below those reflected in the current market for the same positions. The People Office recommends that compensation for the identified positions be adjusted to reflect the market value of these positions more closely. These adjustments are designed to help UTA be more competitive in both retaining and attracting talented individuals to administrative positions within the organization. The proposed adjustments will require an additional \$1.01 million increase in the Amended 2023 Budget if so approved.

We would also note for informational purposes that there have been several moves of positions between various UTA departments since the approval of the 2023 Operating Budget. As a result of these moves, costs have changed in various budget mode categories shown on the Operating Budget Exhibit A and A-2. However, these moves resulted in no net change in overall costs in the budget.

We will be bringing this proposed amendment to the Local Advisory Council on May 31<sup>st</sup> for their consultation before requesting the Board's final approval in June 2023.

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**ALTERNATIVES:**

Trustees may request revisions to this proposed budget amendment.

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**FISCAL IMPACT:**

Additional budgeted expense in 2023 of \$7.74 million associated with the ratified agreement with the ATU. An additional \$1.01 million in budgeted expense in 2023 associated with administrative market rate compensation adjustments. Total proposed increase to be reflected in the Amended 2023 Budget of \$8.75 million.

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**ATTACHMENTS:**

Proposed 2023 Amended Operating Budget Exhibits A and A-2

**UTAH TRANSIT AUTHORITY**  
**PROPOSED 2023 OPERATING BUDGET AMENDMENT**  
**May 10, 2023**

**Exhibit A**

	Final 2023 Budget	Bargaining	Admin Market	Other Adjustments	Amended 2023 Budget
		Comp Adjustments	Wage Adjustments		
<b>Revenue</b>					
1 Sales Tax	\$ 480,000,000				\$ 480,000,000
2 Federal Preventive Maintenance	84,903,000				84,903,000
3 Passenger Revenue	35,850,000				35,850,000
4 Advertising	2,322,000				2,322,000
5 Investment Income	7,215,000			-	7,215,000
6 Other Revenues	11,634,000			-	11,634,000
7 Stimulus Funding	-				-
<b>8 Total Revenue</b>	<b>621,924,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>621,924,000</b>
<b>Operating Expense</b>					
9 Bus	133,746,000	5,454,000	309,000	(242,000)	139,267,000
10 Commuter Rail	35,258,000	612,000	122,000	-	35,992,000
11 Light Rail	61,926,000	1,658,000	28,000	(63,000)	63,549,000
12 Paratransit Service	27,257,000	895,000	96,000	-	28,248,000
13 Rideshare/Vanpool	3,995,000	9,000	11,000	-	4,015,000
14 Microtransit	9,193,000	4,000	-	(33,000)	9,164,000
15 Operations Support	61,869,000	663,000	514,000	(258,000)	62,788,000
16 Management & Support	55,199,000	(1,628,000)	(152,000)	364,000	53,783,000
17 Planning/Capital Support	11,114,000	68,000	77,000	232,000	11,491,000
18 Non-Departmental	1,000,000	-	-	-	1,000,000
<b>19 Total Operating Expense</b>	<b>400,557,000</b>	<b>7,735,000</b>	<b>1,005,000</b>	<b>-</b>	<b>409,297,000</b>
<b>Debt Service, Contribution to Reserves, and Transfer to Capital</b>					
20 Principal and Interest	157,941,000				157,941,000
21 Bond Service Utah County for UVX BRT	3,375,000				3,375,000
22 Contribution to Reserves	15,640,000				15,640,000
23 Transfer to Capital	44,411,000			-	44,411,000
<b>24 Total Debt Service and Reserves</b>	<b>221,367,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>221,367,000</b>
<b>25 Total Expense</b>	<b>\$ 621,924,000</b>	<b>\$ 7,735,000</b>	<b>\$ 1,005,000</b>	<b>\$ -</b>	<b>\$ 630,664,000</b>

**UTAH TRANSIT AUTHORITY**  
**PROPOSED 2023 OPERATING BUDGET AMENDMENT**  
**May 10, 2023**

**Exhibit A-2**  
**Financial**

	Final 2023 Budget	Bargaining Comp Adjustments	Admin Market Wage Adjustments	Other Adjustments	Amended 2023 Budget
<b><u>Revenue</u></b>					
1 Sales Tax	\$ 480,000,000				\$ 480,000,000
2 Federal Preventive Maintenance	84,903,000				84,903,000
3 Passenger Revenue	35,850,000				35,850,000
4 Advertising	2,322,000				2,322,000
5 Investment Income	7,215,000				7,215,000
6 Other Revenues	11,634,000				11,634,000
7 Stimulus Funding	-				-
8 <b>Total Revenue</b>	<b>621,924,000</b>				<b>621,924,000</b>
<b><u>Operating Expense</u></b>					
9 Board of Trustees	3,147,000	20,000	1,000	-	3,168,000
10 Executive Director	5,926,000	24,000	14,000	59,000	6,023,000
11 Communications	3,943,000	12,000	7,000	-	3,962,000
12 Operations	302,743,000	9,012,000	906,000	(63,000)	312,599,000
13 Finance	17,195,000	144,000	138,000	(16,000)	17,461,000
14 Service Development	8,754,000	61,000	39,000	(83,000)	8,771,000
15 Planning & Engagement	18,657,000	53,000	67,000	40,000	18,817,000
16 Enterprise Strategy	24,822,000	111,000	76,000	-	25,009,000
17 People Office	14,369,000	(1,702,000)	(243,000)	63,000	12,487,000
18 Non-Departmental	1,000,000	-			1,000,000
19 <b>Total Operations</b>	<b>400,557,000</b>	<b>7,735,000</b>	<b>1,005,000</b>	<b>-</b>	<b>409,297,000</b>
20 Debt Service	161,316,000				161,316,000
21 Contribution to Reserves	15,640,000				15,640,000
22 Transfer to Capital Budget	44,411,000				44,411,000
23 <b>Total 2023 Operating Budget</b>	<b>\$ 621,924,000</b>	<b>\$ 7,735,000</b>	<b>\$ 1,005,000</b>	<b>\$ -</b>	<b>\$ 630,664,000</b>

**UTAH TRANSIT AUTHORITY  
2023 PROPOSED OPERATING BUDGET AMENDMENT  
May 10, 2023**

**Exhibit A-2  
FTE**

	<u>Final 2023 Budget FTE</u>	<u>New FTE Positions*</u>	<u>Existing FTE Position Moves</u>	<u>Amended 2023 Budget</u>
<b><u>Executive</u></b>				
1 Board of Trustees	14.4	1.0	-	15.4
2 Executive Director	30.5	-	1.5	32.0
3 Communications	15.0	-	-	15.0
4 Operations	2,335.2	-	(1.0)	2,334.2
5 Finance	123.5	1.0	(0.5)	124.0
6 Service Development	62.0	2.0	(2.0)	62.0
7 Planning & Engagement	80.2	-	1.0	81.2
8 Enterprise Strategy	122.0	-	-	122.0
9 People Office	84.0	1.0	1.0	86.0
10 Non-Departmental	-	-	-	-
<b>11 Total FTE</b>	<b>2,866.8</b>	<b>5.0</b>	<b>(0.0)</b>	<b>2,871.8</b>

\*New FTE Positions approved by Board in prior Technical Budget Adjustments



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/10/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Capital Services Officer  
**PRESENTER(S):** Patti Garver, Manager of Environmental Services  
Alex Beim, Manager of Long-Range Strategic Planning

**TITLE:**

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**Davis-Salt Lake City Community Connector Update**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational report for discussion.

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**BACKGROUND:**

The Davis-Salt Lake City Community Connector is a proposed corridor-based bus rapid transit (BRT) system between Farmington City and Salt Lake City, Utah. In 2014, the Utah Transit Authority (UTA) conducted an alternatives analysis and, with input from the community, selected a preferred corridor connecting downtown Salt Lake City with the Woods Cross Front Runner station. In 2021, this alignment was modified to extend northward to the Farmington FrontRunner station and to continue eastward from downtown Salt Lake City into the University of Utah and Research Park.

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**DISCUSSION:**

The approximate 26-mile corridor will have 15-minute all-day service (14 hours per day) with 30-minute service in the early mornings and late evenings. The alignment will include 12 transit stations between approximately 500 South in Bountiful to 200 South in Salt Lake City. These stations are proposed to have passenger amenities such as platforms with shelters, real-time bus arrival information on electronic signs, and night-time platform lighting. The project also overlaps with Salt Lake City's 200 South Transit Corridor project, currently under construction. Salt Lake City's 200 South corridor will have transit priority lanes, in-lane bus stops, floating bus stops, and buffered bike lanes. The Davis-Salt Lake City Community Connector will overlap with these enhanced transit stops at 300 East, 500 East, 700 East, and 900 East.

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As stated in Board of Trustees Policy No. 3.3, Capital Development Project Implementation, a Capital Project Plan, along with comments received from affected partners, will be presented to the UTA Local Advisory Council for its approval and recommendation for adoption by the Board of Trustees. The Capital Project Plan will then advance to the UTA Board of Trustees for its final approval and adoption and to the federal funding agency if federal funding is being sought.

The LPA is being presented to the Board of Trustees today as an informational item prior to requesting approval by the Local Advisory Council. Only the LPA will be presented to the Local Advisory Council at their May 31 meeting. The Capital Project Plan, which will include the LPA and the proposed project funding plan, will be presented at a later date once funding sources have been determined.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

UTA has already been selected to receive \$1.5M in flex funds from Wasatch Front Regional Council for project design.

The estimated capital construction costs for the project are included in the 5-year Capital Plan.

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**ATTACHMENTS:**

N/A